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# 2023 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**  
Richmond, VA Time On **March 16, 2023**

#### Tax Exempt Bonds

Applications should be received at VHDA at least one month before the  
bonds are *priced* (if bonds issued by VHDA), or 75 days before the bonds  
are *issued* (if bonds are not issued by VHDA)



Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220-6500

## INSTRUCTIONS FOR THE VIRGINIA 2023 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 2016. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

**An electronic copy of your completed application is a mandatory submission item.**

### Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 16, 2023**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

**Applicants should submit all application materials in electronic format only.**

**There should be distinct files which should include the following:**

- 1. Application For Reservation – the active Microsoft Excel workbook**
- 2. A PDF file which includes the following:**
  - Application For Reservation – **Signed** version of hardcopy
  - All application attachments (i.e. tab documents, excluding market study and plans & specs)
- 3. Market Study – PDF or Microsoft Word format**
- 4. Plans - PDF or other readable electronic format**
- 5. Specifications - PDF or other readable electronic format (may be combined into the same file as the plans if necessary)**
- 6. Unit-By-Unit work write up (rehab only) - PDF or other readable electronic format**

### **IMPORTANT:**

**Virginia Housing only accepts files via our work center sites on Procorem. Contact [TaxCreditApps@virginiahousing.com](mailto:TaxCreditApps@virginiahousing.com) for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the Virginia Housing LIHTC Allocation Department staff.**

### Disclaimer:

Virginia Housing assumes no responsibility for any problems incurred in using this spreadsheet or for the accuracy of calculations. Check your application for correctness and completeness before submitting the application to Virginia Housing.

### Entering Data:

Enter numbers or text as appropriate in the blank spaces highlighted in yellow. Cells have been formatted as appropriate for the data expected. All other cells are protected and will not allow changes.

### **Please Note:**

- ▶ **VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.
- ▶ Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.
- ▶ The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the application has been entered.
- ▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

### Assistance:

If you have any questions, please contact the Virginia Housing LIHTC Allocation Department. Please note that we cannot release the copy protection password.

### **Virginia Housing LIHTC Allocation Staff Contact Information**

| <b>Name</b>        | <b>Email</b>   | <b>Phone Number</b> |
|--------------------|--|---------------------|
| JD Bondurant       | <a href="mailto:jd.bondurant@virginiahousing.com">jd.bondurant@virginiahousing.com</a>                             | (804) 343-5725      |
| Stephanie Flanders | <a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>                 | (804) 343-5939      |
| Jonathan Kinsey    | <a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>                       | (804) 584-4717      |
| Phil Cunningham    | <a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>                 | (804) 343-5514      |
| Lauren Dillard     | <a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>                         | (804) 584-4729      |
| Pamela Freeth      | <a href="mailto:pamela.swartzenberg-freeth@virginiahousing.com">pamela.swartzenberg-freeth@virginiahousing.com</a> | (804) 343-5563      |
| Jaki Whitehead     | <a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>                         | (804) 343-5861      |

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## 2023 Low-Income Housing Tax Credit Application For Reservation

Please indicate if the following items are included with your application by putting an 'X' in the appropriate boxes. Your assistance in organizing the submission in the following order, and actually using tabs to mark them as shown, will facilitate review of your application. Please note that all mandatory items must be included for the application to be processed. The inclusion of other items may increase the number of points for which you are eligible under Virginia Housing's point system of ranking applications, and may assist Virginia Housing in its determination of the appropriate amount of credits that may be reserved for the development.

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Scanned Copy of the <b>Signed</b> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) <b>(MANDATORY)</b>                                  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>  |
| <input type="checkbox"/>            | Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>  |
| <input type="checkbox"/>            | Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>   |
| <input type="checkbox"/>            | Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>  |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b>                            |
| <input type="checkbox"/>            |  |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>   |
|                                     | The following documents need not be submitted unless requested by Virginia Housing:  |
|                                     | -Nonprofit Articles of Incorporation      -IRS Documentation of Nonprofit Status   |
|                                     | -Joint Venture Agreement (if applicable)      -For-profit Consulting Agreement (if applicable)   |
| <input checked="" type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY)</b>   |
| <input type="checkbox"/>            | Tab K: Documentation of Development Location:  |
| <input type="checkbox"/>            | K.1 Revitalization Area Certification  |
| <input checked="" type="checkbox"/> | K.2 Location Map   |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation   |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter   |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter  |
| <input type="checkbox"/>            | Tab N: Homeownership Plan  |
| <input checked="" type="checkbox"/> | Tab O: Plan of Development Certification Letter  |
| <input checked="" type="checkbox"/> | Tab P: Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b> |
| <input type="checkbox"/>            |  |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property  |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances  |
| <input checked="" type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being   |
| <input type="checkbox"/>            | Tab T: Funding Documentation   |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing  |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal  |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)   |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504  |
| <input type="checkbox"/>            | Tab Y: Inducement Resolution for Tax Exempt Bonds  |
| <input type="checkbox"/>            | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation  |
| <input type="checkbox"/>            | Tab AA: Priority Letter from Rural Development   |
| <input type="checkbox"/>            | Tab AB: Social Disadvantage Certification  |



A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/16/2023

1. Development Name: Northeast 11th Street Housing

2. Address (line 1): 402 11th Street NE  
 Address (line 2): Buildings A, B, and C  
 City: Charlottesville State: VA Zip: 22902

3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000  
 (Only necessary if street address or street intersections are not available.)

4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:  
 City/County of Charlottesville City

5. The site overlaps one or more jurisdictional boundaries..... FALSE  
 If true, what other City/County is the site located in besides response to #4?.....▶

6. Development is located in the census tract of: 515400003.02

7. Development is located in a **Qualified Census Tract**..... FALSE *Note regarding DDA and QCT*

8. Development is located in a **Difficult Development Area**..... FALSE

9. Development is located in a **Revitalization Area based on QCT** ..... FALSE

10. Development is located in a **Revitalization Area designated by resolution** ..... FALSE

11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE  
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)

12. Development is located in a census tract with a poverty rate of.....

|  |      |       |       |
|--|------|-------|-------|
|  | 3%   | 10%   | 12%   |
|  | TRUE | FALSE | FALSE |

Enter only Numeric Values below:

13. Congressional District: 5  
 Planning District: 10  
 State Senate District: 11  
 State House District: 54

14. **ACTION:** Provide Location Map (**TAB K2**)

15. Development Description: In the space provided below, give a brief description of the proposed development

Northeast 11th Street Housing involves the rehabilitation and preservaton of 40 units of Supportive Housing for residents with mental and/or physical disabilities. In addition to replacing outdated building systems, the scope of work will provide additional accessible units and increased energy efficiency. Upon completion of the rehab Community Services Housing, Inc. will continue to cooperate with Region Ten CSB to offer affordable housing to Region Ten clients, and Region Ten will continue to provide and coordinate services for residents.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/16/2023

16. Local Needs and Support

- a. Provide the name and the address of the chief executive officer (City Manager, Town Manager, or County Administrator of the political jurisdiction in which the development will be located:

Chief Executive Officer's Name: Michael Rogers  
 Chief Executive Officer's Title: Interim City Manager Phone: 434-970-3101  
 Street Address: PO Box 911  
 City: Charlottesville State: VA Zip: 22902

Name and title of local official you have discussed this project with who could answer questions for the local CEO: James Freas, Director of Neighborhood Development Services

- b. If the development overlaps another jurisdiction, please fill in the following:

Chief Executive Officer's Name:   
 Chief Executive Officer's Title: Phone:   
 Street Address:   
 City: State: Zip:

Name and title of local official you have discussed this project with who could answer questions for the local CEO:

**ACTION:** Provide Locality Notification Letter at **Tab M** if applicable.

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

- a. If requesting 9% Credits, select credit pool: Accessible Supportive Housing Pool
  - or
  - b. If requesting Tax Exempt Bonds, select development type:
- For Tax Exempt Bonds, where are bonds being issued?
- ACTION:** Provide Inducement Resolution at **TAB Y** (if available)

**2. Type(s) of Allocation/Allocation Year** Carryforward Allocation

Definitions of types:

- a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2023.
- b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2023, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2023 credits pursuant to Section 42(h)(1)(E).

**3. Select Building Allocation type:** Rehabilitation

**Note** regarding Type = Acquisition and Rehabilitation: Even if you acquired a building this year and "placed it in service" for the purpose of the acquisition credit, you cannot receive its acquisition 8609 form until the rehab 8609 is issued for that building.

**4. Is this an additional allocation for a development that has buildings not yet placed in service? .....** FALSE

**5. Planned Combined 9% and 4% Developments**

- a. A site plan has been submitted with this application indicating two developments on the same or contiguous site. One development relate to this 9% allocation request and the remaining development will be a 4% tax exempt bond application. FALSE

If true, provide name of companion development:  

- a. Has the developer met with Virginia Housing regarding the 4% tax exempt bond deal? FALSE
- b. List below the number of units planned for each allocation request. **This stated split of units cannot be changed or 9% Credits will be canceled.**

|  |   |       |
|--|---|-------|
| Total Units within 9% allocation request?            | 0 |       |
| Total Units within 4% Tax Exempt allocation Request? | 0 |       |
| Total Units:   | 0 |       |
| % of units in 4% Tax Exempt Allocation Request:      |   | 0.00% |

**6. Extended Use Restriction**

**Note:** Each recipient of an allocation of credits will be required to record an **Extended Use Agreement** as required by the IRC governing the use of the development for low-income housing for at least 30 years. Applicant waives the right to pursue a Qualified Contract.

**Must Select One:** 30

**Definition of selection:**

Development will be subject to the standard extended use agreement of 15 extended use period (after the mandatory 15-year compliance period.)

- 7. Virginia Housing would like to encourage the efficiency of electronic payments. Indicate if developer commits to submitting any payments due the Authority, including reservation fees and monitoring fees, by electronic payment (ACH or Wire). TRUE

*In 2023, Virginia Housing began using a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.*

**C. OWNERSHIP INFORMATION**

NOTE: Virginia Housing may allocate credits only to the tax-paying entity which owns the development at the time of the allocation. The term "Owner" herein refers to that entity. Please fill in the legal name of the owner. The ownership entity must be formed prior to submitting this application. Any transfer, direct or indirect, of partnership interests (except those involving the admission of limited partners) prior to the placed-in-service date of the proposed development shall be prohibited, unless the transfer is consented to by Virginia Housing in its sole discretion. **IMPORTANT: The Owner name listed on this page must exactly match the owner name listed on the Virginia State Corporation Commission Certification.**

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: Northeast 11th Street Housing LLC

Developer Name: Community Service Housing, Inc.

Contact: M/M ▶ Ms. First: Jennifer MI:  Last: Fitzgerald

Address: 1001 E. Market Street, Suite 102

City: Charlottesville St. ▶ VA Zip: 22902

Phone: (434) 987-2007 Ext.  Fax:

Email address: jenfitz.csh@gmail.com

Federal I.D. No.  (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ Limited Liability Company Formation State: ▶ VA

Additional Contact: Please Provide Name, Email and Phone number.  
TC Nichols, tcnichols.csh@gmail.com, (434) 978-2007

- ACTION:**
- a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**
  - b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**

**2. a. Principal(s) of the General Partner:** List names of individuals and ownership interest.

| Names **                                       | Phone        | Type Ownership  | % Ownership |       |
|--|--------------|-----------------|-------------|-------|
| Northeast 11th Street Housing Development Inc. | 434-987-2007 | Managing Member | 1.000%      |       |
| James P. Cox, III, President                   |              |                 | 0.000%      | needs |
| Community Services Housing, Inc.               | 434-987-2007 | Initial Member  | 99.000%     |       |
| James P. Cox, III, President                   |              |                 | 0.000%      | needs |
|  |              |                 | 0.000%      |       |
|  |              |                 | 0.000%      |       |
|  |              |                 | 0.000%      |       |
|  |              |                 | 0.000%      |       |
|  |              |                 | 0.000%      |       |
|  |              |                 | 0.000%      |       |
|  |              |                 | 0.000%      |       |
|  |              |                 | 0.000%      |       |
|  |              |                 | 0.000%      |       |
|  |              |                 | 0.000%      |       |

The above should include 100% of the GP or LLC member interest.

**C. OWNERSHIP INFORMATION**

**\*\*** These should be the names of individuals who make up the General Partnership, not simply the names of entities which may comprise those components.

**ACTION:** a. Provide Principals' Previous Participation Certification (**Mandatory TAB C**)  
 b. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. (**Mandatory at TABS A/D**)

b. Indicate if at least one principal listed above with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual. **FALSE**

**ACTION:** If true, provide Socially Disadvantaged Certification (**TAB AB**)

**3. Developer Experience:**

*May select one or more of the following choices:*

**TRUE** a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.

**Action:** Provide one 8609 from qualifying development. (**Tab P**)

**FALSE** b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)

**Action:** Provide one 8609 from each qualifying development. (**Tab P**)

**FALSE** c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.

**Action:** Provide documentation as stated in the manual. (**Tab P**)

**D. SITE CONTROL**

**NOTE:** Site control by the Owner identified herein is a mandatory precondition of review of this application. Documentary evidence in the form of either a deed, option, purchase contract or lease for a term longer than the period of time the property will be subject to occupancy restrictions must be included herewith. (For 9% Competitive Credits - An option or contract must extend beyond the application deadline by a minimum of four months.)

**Warning:** Site control by an entity other than the Owner, even if it is a closely related party, is not sufficient. Anticipated future transfers to the Owner are not sufficient. The Owner, as identified previously, must have site control at the time this Application is submitted.

**NOTE:** If the Owner receives a reservation of credits, the property must be titled in the name of or leased by (pursuant to a long-term lease) the Owner before the allocation of credits is made.

Contact Virginia Housing before submitting this application if there are any questions about this requirement.

**1. Type of Site Control by Owner:**

Applicant controls site by (select one):

**Select Type:**      ▶ Purchase Contract

**Expiration Date:**      6/30/2024

In the Option or Purchase contract - Any contract for the acquisition of a site with an existing residential property may not require an empty building as a condition of such contract, unless relocation assistance is provided to displaced households, if any, at such level required by Virginia Housing. See QAP for further details.

**ACTION:** Provide documentation and most recent real estate tax assessment - **Mandatory TAB E**

**FALSE** ..... There is more than one site for development and more than one form of site control.

(If **True**, provide documentation for each site specifying number of existing buildings on the site (if any), type of control of each site, and applicable expiration date of stated site control. A site control document is required for each site (**Tab E**.)

**2. Timing of Acquisition by Owner:**

Only one of the following statement should be True.

- a. **FALSE** ..... Owner already controls site by either deed or long-term lease.
- b. **TRUE** ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... **6/30/2024** .
- c. **FALSE** ..... There is more than one site for development and more than one expected date of acquisition by Owner.

(If c is **True**, provide documentation for each site specifying number of existing buildings on the site, if any, and expected date of acquisition of each site by Owner (**Tab E**.)

**D. SITE CONTROL**

**3. Seller Information:**

Name: CH Mews Housing, LP

Address: 1001 E. Market Street, Suite 102

City: Charlottesville St.: VA Zip: 22902

Contact Person: Jennifer Fitzgerald Phone: (434) 978-2007

**There is an identity of interest between the seller and the owner/applicant.....** TRUE

If above statement is **TRUE**, complete the following:

Principal(s) involved (e.g. general partners, controlling shareholders, etc.)

| <u>Names</u>                     | <u>Phone</u>   | <u>Type Ownership</u> | <u>% Ownership</u> |
|----------------------------------|----------------|-----------------------|--------------------|
| Community Services Housing, Inc. | (434) 978-2007 | General Partner       | 100.00%            |
|                                  |                |                       | 0.00%              |
|                                  |                |                       | 0.00%              |
|                                  |                |                       | 0.00%              |
|                                  |                |                       | 0.00%              |
|                                  |                |                       | 0.00%              |

**E. DEVELOPMENT TEAM INFORMATION**

Complete the following as applicable to your development team.

- Indicate Diversity, Equity and Inclusion (DEI) Designation if this team member is SWAM or Service Disabled Veteran as defined in manual.

**ACTION:** Provide copy of certification from Commonwealth of Virginia, if applicable - **TAB Z**

|                          |  |                           |       |
|--------------------------|--|---------------------------|-------|
| 1. Tax Attorney:         |  | This is a Related Entity. | FALSE |
| Firm Name:               |  | DEI Designation?          | FALSE |
| Address:                 |  |                           |       |
| Email:                   |  | Phone:                    |       |
|                          |  |                           |       |
| 2. Tax Accountant:       | Mike Vicars  | This is a Related Entity. | FALSE |
| Firm Name:               | Dooley and Vicars  | DEI Designation?          | FALSE |
| Address:                 | 1100 Boulders Parkway, Suite 600, North Chesterfield, VA 23225 |                           |       |
| Email:                   | mike@dvcpas.com  | Phone:                    |       |
|                          |  |                           |       |
| 3. Consultant:           |  | This is a Related Entity. | FALSE |
| Firm Name:               |  | DEI Designation?          | FALSE |
| Address:                 |  | Role:                     |       |
| Email:                   |  | Phone:                    |       |
|                          |  |                           |       |
| 4. Management Entity:    | Jennifer Fitzgerald  | This is a Related Entity. | TRUE  |
| Firm Name:               | Community Services Housing, Inc.                               | DEI Designation?          | FALSE |
| Address:                 | 1001 E. Market Street, Suite 102, Charlottesville, VA 22902    |                           |       |
| Email:                   | jenfitz.chs@gmail.com  | Phone:                    |       |
|                          |  |                           |       |
| 5. Contractor:           |  | This is a Related Entity. | FALSE |
| Firm Name:               |  | DEI Designation?          | FALSE |
| Address:                 |  |                           |       |
| Email:                   |  | Phone:                    |       |
|                          |  |                           |       |
| 6. Architect:            | Rick Funk  | This is a Related Entity. | FALSE |
| Firm Name:               | dBF Associates, Architects, Inc.                               | DEI Designation?          | FALSE |
| Address:                 | PO Box 78, Charlottesville, VA 22902                           |                           |       |
| Email:                   | rick@dbfassociates.com   | Phone:                    |       |
|                          |  |                           |       |
| 7. Real Estate Attorney: | Peter Henderer   | This is a Related Entity. | FALSE |
| Firm Name:               | McCandlish Holton PC   | DEI Designation?          | FALSE |
| Address:                 | 1111 E. Main St., Suit 2100, Richmond, VA 23219                |                           |       |
| Email:                   | phenderer@lawmh.com  | Phone:                    |       |
|                          |  |                           |       |
| 8. Mortgage Banker:      |  | This is a Related Entity. | FALSE |
| Firm Name:               |  | DEI Designation?          | FALSE |
| Address:                 |  |                           |       |
| Email:                   |  | Phone:                    |       |
|                          |  |                           |       |
| 9. Other:                |  | This is a Related Entity. | FALSE |
| Firm Name:               |  | DEI Designation?          | FALSE |
| Address:                 |  | Role:                     |       |
| Email:                   |  | Phone:                    |       |



**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**  
**Action:** If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal
- b. This development has received a previous allocation of credits..... **TRUE**  
 If so, when was the most recent year that this development received credits? .... **2006**
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**  
**Action:** (If True, provide required form in **TAB Q**)

Note: If there is an identity of interest between the applicant and the seller in this proposal, and the applicant is seeking points in this category, then the applicant must either waive their rights to the developer's fee or other fees associated with acquisition, or obtain a waiver of this requirement from Virginia Housing prior to application submission to receive these points.

- i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition..... **FALSE**
- ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline..... **FALSE**

**2. Ten-Year Rule For Acquisition Credits**

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/\$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... **FALSE**
- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... **FALSE**
  - i. Subsection (I)..... **FALSE**
  - ii. Subsection (II)..... **FALSE**
  - iii. Subsection (III)..... **FALSE**
  - iv. Subsection (IV)..... **FALSE**
  - v. Subsection (V)..... **FALSE**
- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... **FALSE**
- d. There are different circumstances for different buildings..... **FALSE**  
**Action:** (If True, provide an explanation for each building in Tab K)

**F. REHAB INFORMATION**

**3. Rehabilitation Credit Information**

a. Credits are being requested for rehabilitation expenditures..... TRUE

**b. Minimum Expenditure Requirements**

i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... TRUE

ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... FALSE

iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... FALSE

iv. There are different circumstances for different buildings..... FALSE

**Action:** (If True, provide an explanation for each building in Tab K)

**G. NONPROFIT INVOLVEMENT**

**Applications for 9% Credits** - Section must be completed in order to compete in the Non Profit tax credit pool.

**All Applicants** - Section must be completed to obtain points for nonprofit involvement.

**1. Tax Credit Nonprofit Pool Applicants:** To qualify for the nonprofit pool, an organization (described in IRC Section 501(c)(3) or 501(c)(4) and exempt from taxation under IRC Section 501(a)) should answer the following questions as TRUE:

- TRUE a. Be authorized to do business in Virginia.
- TRUE b. Be substantially based or active in the community of the development.
- TRUE c. Materially participate in the development and operation of the development throughout the compliance period (i.e., regular, continuous and substantial involvement) in the operation of the development throughout the Compliance Period.
- TRUE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
- TRUE e. Not be affiliated with or controlled by a for-profit organization.
- TRUE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
- TRUE g. Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity.

**2. All Applicants:** To qualify for points under the ranking system, the nonprofit's involvement need not necessarily satisfy all of the requirements for participation in the nonprofit tax credit pool.

**A. Nonprofit Involvement (All Applicants)**

There is nonprofit involvement in this development..... TRUE (If false, skip to #3.)

**Action:** If there is nonprofit involvement, provide completed Non Profit Questionnaire (**Mandatory TAB I**).

**B. Type of involvement:**

Nonprofit meets eligibility requirement for points only, not pool..... FALSE

**or**

Nonprofit meets eligibility requirements for nonprofit pool and points..... TRUE

**C. Identity of Nonprofit (All nonprofit applicants):**

The nonprofit organization involved in this development is: ▶ Applicant

Name: Community Services Housing, Inc.

Contact Person: Jennifer Fitzgerald

Street Address: 1001 E. Market Street, Suite 102

City: Charlottesville State: ▶ VA Zip: 22902

Phone: (434) 978-2007 Contact Email: jenfitz.csh@gmail.com

**G. NONPROFIT INVOLVEMENT**

D. Percentage of Nonprofit Ownership (All nonprofit applicants):

Specify the nonprofit entity's percentage ownership of the general partnership interest: 100.0%

**3. Nonprofit/Local Housing Authority Purchase Option/Right of First Refusal**

A. TRUE

After the mandatory 15-year compliance period, a qualified nonprofit or local housing authority will have the option to purchase or the right of first refusal to acquire the development for a price not to exceed the outstanding debt and exit taxes. Such debt must be limited to the original mortgage(s) unless any refinancing is approved by the nonprofit. See manual for more specifics.

**Action:** Provide Option or Right of First Refusal in Recordable Form meeting Virginia Housing's specifications. **(TAB V)**  
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

**Name of qualified nonprofit:** Community Services Housing, Inc.

**or indicate true if Local Housing Authority.....** FALSE

**Name of Local Housing Authority** \_\_\_\_\_

B. FALSE

A qualified nonprofit or local housing authority submits a homeownership plan committing to sell the units in the development after the mandatory 15-year compliance period to tenants whose incomes shall not exceed the applicable income limit at the time of their initial occupancy.

**Action:** Provide Homeownership Plan **(TAB N)**

**NOTE:** Applicant is required to waive the right to pursue a Qualified Contract.

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

|   |         |          |                                    |
|---|---------|----------|------------------------------------|
| a. Total number of <b>all</b> units in development  | 40      | bedrooms | 40                                 |
| Total number of <b>rental</b> units in development  | 40      | bedrooms | 40                                 |
| Number of low-income rental units   | 40      | bedrooms | 40                                 |
| Percentage of rental units designated low-income  | 100.00% |          |                                    |
| b. Number of new units:.....  | 0       | bedrooms | 0                                  |
| Number of adaptive reuse units: .....   | 0       | bedrooms | 0                                  |
| Number of rehab units:.....   | 40      | bedrooms | 40                                 |
| c. If any, indicate number of planned exempt units (included in total of all units in development).....   |         |          | 0                                  |
| d. Total Floor Area For The Entire Development.....   |         |          | 33,185.60 <small>(Sq. ft.)</small> |
| e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....   |         |          | 2,885.34 <small>(Sq. ft.)</small>  |
| f. Nonresidential Commercial Floor Area (Not eligible for funding).....   |         |          | 0.00                               |
| g. Total Usable Residential Heated Area.....  |         |          | 30,300.26 <small>(Sq. ft.)</small> |
| h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....  |         |          | 0.00%                              |
| i. Exact area of site in acres .....  | 1.028   |          |                                    |
| j. Locality has approved a final site plan or plan of development.....  |         |          | TRUE                               |
| If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).   |         |          |                                    |
| k. Requirement as of 2016: Site must be properly zoned for proposed development.<br><b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> ) |         |          |                                    |
| l. Development is eligible for Historic Rehab credits.....  |         |          | FALSE                              |

**Definition:**

The structure is historic, by virtue of being listed individually in the National Register of Historic Places, or due to its location in a registered historic district and certified by the Secretary of the Interior as being of historical significance to the district, and the rehabilitation will be completed in such a manner as to be eligible for historic rehabilitation tax credits.

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

a. Specify the average size and number per unit type (as indicated in the Architect's Certification):

Note: Average sq foot should include the prorata of common space.

| Unit Type              | Average Sq Foot |    | # of LIHTC Units | Total Rental Units |
|------------------------|-----------------|----|------------------|--------------------|
| Supportive Housing     | 0.00            | SF | 0                | 0                  |
| 1 Story Eff - Elderly  | 0.00            | SF | 0                | 0                  |
| 1 Story 1BR - Elderly  | 0.00            | SF | 0                | 0                  |
| 1 Story 2BR - Elderly  | 0.00            | SF | 0                | 0                  |
| Eff - Elderly          | 0.00            | SF | 0                | 0                  |
| 1BR Elderly            | 0.00            | SF | 0                | 0                  |
| 2BR Elderly            | 0.00            | SF | 0                | 0                  |
| Eff - Garden           | 0.00            | SF | 0                | 0                  |
| 1BR Garden             | 757.51          | SF | 40               | 40                 |
| 2BR Garden             | 0.00            | SF | 0                | 0                  |
| 3BR Garden             | 0.00            | SF | 0                | 0                  |
| 4BR Garden             | 0.00            | SF | 0                | 0                  |
| 2+ Story 2BR Townhouse | 0.00            | SF | 0                | 0                  |
| 2+ Story 3BR Townhouse | 0.00            | SF | 0                | 0                  |
| 2+ Story 4BR Townhouse | 0.00            | SF | 0                | 0                  |
|                        |                 |    | 40               | 40                 |

Note: Please be sure to enter the values in the appropriate unit category. If not, errors will occur on the self scoresheet.

**3. Structures**

- a. Number of Buildings (containing rental units).....
- b. Age of Structure:.....  years
- c. Maximum Number of stories:.....
- d. The development is a scattered site development.....
- e. Commercial Area Intended Use:
- f. Development consists primarily of : (Only One Option Below Can Be True)
  - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood).....
  - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood).....
  - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood).....

**H. STRUCTURE AND UNITS INFORMATION**

g. Indicate **True** for all development's structural features that apply:

|                        |              |                           |              |
|------------------------|--------------|---------------------------|--------------|
| i. Row House/Townhouse | <u>FALSE</u> | v. Detached Single-family | <u>FALSE</u> |
| ii. Garden Apartments  | <u>TRUE</u>  | vi. Detached Two-family   | <u>FALSE</u> |
| iii. Slab on Grade     | <u>TRUE</u>  | vii. Basement             | <u>FALSE</u> |
| iv. Crawl space        | <u>FALSE</u> |                           |              |

|   |             |
|---|-------------|
| h. Development contains an elevator(s). | <u>TRUE</u> |
| If true, # of Elevators.                | <u>1</u>    |
| Elevator Type (if known)                | <u></u>     |

|                            |   |                    |
|----------------------------|---|--------------------|
| i. Roof Type               | ▶ | <u>Flat</u>        |
| j. Construction Type       | ▶ | <u>Frame</u>       |
| k. Primary Exterior Finish | ▶ | <u>Combination</u> |

**4. Site Amenities (indicate all proposed)**

|                              |              |                         |                          |
|------------------------------|--------------|-------------------------|--------------------------|
| a. Business Center.....      | <u>FALSE</u> | f. Limited Access.....  | <u>FALSE</u>             |
| b. Covered Parking.....      | <u>FALSE</u> | g. Playground.....      | <u>FALSE</u>             |
| c. Exercise Room.....        | <u>FALSE</u> | h. Pool.....            | <u>FALSE</u>             |
| d. Gated access to Site..... | <u>FALSE</u> | i. Rental Office.....   | <u>FALSE</u>             |
| e. Laundry facilities.....   | <u>TRUE</u>  | j. Sports Activity Ct.. | <u>FALSE</u>             |
|                              |              | k. Other:               | <u>W/D in Building C</u> |

l. Describe Community Facilities: Gazebo

|                                       |              |
|---------------------------------------|--------------|
| m. Number of Proposed Parking Spaces  | <u>40</u>    |
| Parking is shared with another entity | <u>FALSE</u> |

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. TRUE

If **True**, Provide required documentation (**TAB K3**).

**H. STRUCTURE AND UNITS INFORMATION**

**5. Plans and Specifications**

- a. **Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**
  - i. A location map with development clearly defined.
  - ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
  - iii. Sketch plans of all building(s) reflecting overall dimensions of:
    - a. Typical floor plan(s) showing apartment types and placement
    - b. Ground floor plan(s) showing common areas
    - c. Sketch floor plan(s) of typical dwelling unit(s)
    - d. Typical wall section(s) showing footing, foundation, wall and floor structure
 Notes must indicate basic materials in structure, floor and exterior finish.
  
- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
  - i. Phase I environmental assessment.
  - ii. Physical needs assessment for any rehab only development.

**NOTE:** All developments must meet Virginia Housing's **Minimum Design and Construction Requirements**. By signing and submitting the Application for Reservation of LIHTC, the applicant certifies that the proposed project budget, plans & specifications and work write-ups incorporate all necessary elements to fulfill these requirements.

**6. Market Study Data: (MANDATORY)**

Obtain the following information from the **Market Study** conducted in connection with this tax credit application:

|  |       |
|--|-------|
| Project Wide Capture Rate - LIHTC Units  | 1.30% |
| Project Wide Capture Rate - Market Units | 0.00% |
| Project Wide Capture Rate - All Units    | 1.30% |
| Project Wide Absorption Period (Months)  | 1     |



**J. ENHANCEMENTS**

Each development must meet the following baseline energy performance standard applicable to the development's construction category.

- a. **New Construction:** must meet all criteria for EPA EnergyStar certification.
- b. **Rehabilitation:** renovation must result in at least a 30% performance increase or score an 80 or lower on the HERS Index.
- c. **Adaptive Reuse:** must score a 95 or lower on the HERS Index.

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater.

Indicate **True** for the following items that apply to the proposed development:

**ACTION:** Provide RESNET rater certification (**TAB F**)

**ACTION:** Provide Internet Safety Plan and Resident Information Form (**Tab W**) if corresponding options selected below.

**REQUIRED:****1. For any development, upon completion of construction/rehabilitation:**

- |        |  |
|--------|--|
| FALSE  | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| 47.80% | b1. Percentage of brick covering the exterior walls.   |
| 52.20% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE   | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| TRUE   | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| TRUE   | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
|        | f. <i>Not applicable for 2022 Cycles</i>   |
| FALSE  | g. Each unit is provided free individual high speed internet access.   |
|        | or   |
| FALSE  | h. Each unit is provided free individual WiFi access.  |
| TRUE   | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
|        | or   |
| FALSE  | j. Full bath fans are equipped with a humidistat.  |
| FALSE  | k. Cooking surfaces are equipped with fire prevention features   |
|        | or   |
| TRUE   | l. Cooking surfaces are equipped with fire suppression features.   |
| TRUE   | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
|        | or   |
| FALSE  | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| FALSE  | o. All interior doors within units are solid core.   |
| TRUE   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| TRUE   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| 0%     | r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants)  |

J. ENHANCEMENTS

FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:

FALSE a. All cooking ranges have front controls.

FALSE b. Bathrooms have an independent or supplemental heat source.

FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.

FALSE d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

2. Green Certification

a. Applicant agrees to meet the base line energy performance standard applicable to the development's construction category as listed above.

The applicant will also obtain one of the following:

TRUE Earthcraft Gold or higher certification

FALSE National Green Building Standard (NGBS) certification of Silver or higher.

FALSE U.S. Green Building Council LEED certification

FALSE Enterprise Green Communities (EGC) Certification

If Green Certification is selected, no points will be awarded for d. Watersense Bathroom fixtures above.

Action: If seeking any points associated Green certification, provide appropriate documentation at TAB F.

b. Applicant will pursue one of the following certifications to be awarded points on a future development application. (Failure to reach this goal will not result in a penalty.)

FALSE Zero Energy Ready Home Requirements

FALSE Passive House Standards


3. Universal Design - Units Meeting Universal Design Standards (units must be shown on Plans)

TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.

16 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:  
40% of Total Rental Units

4. FALSE Market-rate units' amenities are substantially equivalent to those of the low income units.

If not, please explain:

 Architect of Record initial here that the above information is accurate per certification statement within this application.

**I. UTILITIES**

1. Utilities Types:

- a. Heating Type Electric Forced Air
- b. Cooking Type Electric
- c. AC Type Central Air
- d. Hot Water Type Electric

2. Indicate True if the following services will be included in Rent:

- |                     |              |                |              |
|---------------------|--------------|----------------|--------------|
| Water?              | <u>FALSE</u> | Heat?          | <u>FALSE</u> |
| Hot Water?          | <u>FALSE</u> | AC?            | <u>FALSE</u> |
| Lighting/ Electric? | <u>FALSE</u> | Sewer?         | <u>FALSE</u> |
| Cooking?            | <u>FALSE</u> | Trash Removal? | <u>TRUE</u>  |

| Utilities  | Enter Allowances by Bedroom Size |       |      |      |      |
|--|----------------------------------|-------|------|------|------|
|  | 0-BR                             | 1-BR  | 2-BR | 3-BR | 4-BR |
| Heating  | 0                                | 37    | 0    | 0    | 0    |
| Air Conditioning                                 | 0                                | 10    | 0    | 0    | 0    |
| Cooking  | 0                                | 10    | 0    | 0    | 0    |
| Lighting   | 0                                | 19    | 0    | 0    | 0    |
| Hot Water  | 0                                | 16    | 0    | 0    | 0    |
| Water  | 0                                | 28    | 0    | 0    | 0    |
| Sewer  | 0                                | 32    | 0    | 0    | 0    |
| Trash  | 0                                | 0     | 0    | 0    | 0    |
| Total utility allowance for costs paid by tenant | \$0                              | \$152 | \$0  | \$0  | \$0  |

3. The following sources were used for Utility Allowance Calculation (Provide documentation **TAB R**).

- a. FALSE HUD
- b. FALSE Utility Company (Estimate)
- c. FALSE Utility Company (Actual Survey)
- d. TRUE Local PHA
- e. FALSE Other: \_\_\_\_\_

**Warning:** The Virginia Housing housing choice voucher program utility schedule shown on VirginiaHousing.com should not be used unless directed to do so by the local housing authority.

**K. SPECIAL HOUSING NEEDS**

**NOTE:** Any Applicant commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.

1. **Accessibility:** Indicate **True** for the following point categories, as appropriate.

**Action:** Provide appropriate documentation (**Tab X**)

TRUE

a. Any development in which (i) the greater of 5 units or 10% of units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;

(ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

(iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

Documentation from source of assistance must be provided with the application.

**Note:** Subsidies may apply to any units, not only those built to satisfy Section 504.

FALSE

b. Any development in which ten percent (10%) of the units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

**For items a or b, all common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.**

Architect of Record initial here that the above information is accurate per certification statement within this application.

2. **Special Housing Needs/Leasing Preference:**

a. If not general population, select applicable special population:

FALSE

Elderly (as defined by the United States Fair Housing Act.)

FALSE

Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only

TRUE

Supportive Housing (as described in the Tax Credit Manual)

**Action:** Provide Permanent Supportive Housing Certification (**Tab S**)



**K. SPECIAL HOUSING NEEDS**

b. The development has existing tenants and a relocation plan has been developed..... **TRUE**  
(If **True**, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

**Action:** Provide Relocation Plan and Unit Delivery Schedule (**Mandatory if tenants are displaced - Tab J**)

**3. Leasing Preferences**

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select: **Yes**

Organization which holds waiting list: **Region Ten Community Services Board**

Contact person: **Donna Scott**

Title: **HVC Administrator**

Phone Number: **(434) 972-1771**

**Action:** Provide required notification documentation (**TAB L**)

b. Leasing preference will be given to individuals and families with children..... **FALSE**  
(Less than or equal to 20% of the units must have of 1 or less bedrooms).

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: **0**  
% of total Low Income Units **0%**

**NOTE:** Development must utilize a **Virginia Housing Certified Management Agent**. Proof of management certification must be provided before 8609s are issued.

**Action:** Provide documentation of tenant disclosure regarding Virginia Housing Rental Education (**Mandatory - Tab U**)

**4. Target Population Leasing Preference**

Unless prohibited by an applicable federal subsidy program, each applicant shall commit to provide a leasing preference to individuals (i) in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth, (ii) having a voucher or other binding commitment for rental assistance from the Commonwealth, and (iii) referred to the development by a referring agent approved by the Authority. The leasing preference shall not be applied to more than ten percent (10%) of the units in the development at any given time. The applicant may not impose tenant selection criteria or leasing terms with respect to individuals receiving this preference that are more restrictive than the applicant’s tenant selection criteria or leasing terms applicable to prospective tenants in the development that do not receive this preference, the eligibility criteria for the rental assistance from the Commonwealth, or any eligibility criteria contained in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.

**Primary Contact for Target Population leasing preference.** The agency will contact as needed.

First Name: **Jennifer**

Last Name: **Fitzgerald**

Phone Number: **(424) 978-2007** Email: **jenfitz.csh@gmail.com**

**K. SPECIAL HOUSING NEEDS**

**5. Resident Well-Being**      **Action:** Provide appropriate documentation for any selection below (**Tab S**)

- FALSE      a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services (as defined in the manual).
- FALSE      b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.
- FALSE      c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

**6. Rental Assistance**

a. Some of the low-income units do or will receive rental assistance..... TRUE

b. Indicate True if rental assistance will be available from the following

- FALSE      Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
- FALSE      Section 8 New Construction Substantial Rehabilitation
- FALSE      Section 8 Moderate Rehabilitation
- FALSE      Section 811 Certificates
- FALSE      Section 8 Project Based Assistance
- FALSE      RD 515 Rental Assistance
- TRUE      Section 8 Vouchers  
\*Administering Organization: Region 10 CSB
- TRUE      State Assistance  
\*Administering Organization: Region 10 CSB
- FALSE      Other: \_\_\_\_\_

c. The Project Based vouchers above are applicable to the 30% units seeking points.

FALSE

i. If True above, how many of the 30% units will not have project based vouchers?

0

d. Number of units receiving assistance:

6

How many years in rental assistance contract?

15.00

Expiration date of contract:

3/16/2038

There is an Option to Renew.....

FALSE

**Action:** Contract or other agreement provided (**TAB Q**).

e. How many of the units in this development are already considered Public Housing?

0

**L. UNIT DETAILS**

**1. Set-Aside Election: UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY**

Note: In order to qualify for any tax credits, a development must meet one of three minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test), (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are described in Section 42 of the IRC. Rent- and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

**a. Units Provided Per Household Type:**


| Income Levels |            |                 |
|---------------|------------|-----------------|
| # of Units    | % of Units |                 |
| 0             | 0.00%      | 20% Area Median |
| 0             | 0.00%      | 30% Area Median |
| 6             | 15.00%     | 40% Area Median |
| 14            | 35.00%     | 50% Area Median |
| 20            | 50.00%     | 60% Area Median |
| 0             | 0.00%      | 70% Area Median |
| 0             | 0.00%      | 80% Area Median |
| 0             | 0.00%      | Market Units    |
| 40            | 100.00%    | <b>Total</b>    |

| Rent Levels |            |                 |
|-------------|------------|-----------------|
| # of Units  | % of Units |                 |
| 0           | 0.00%      | 20% Area Median |
| 0           | 0.00%      | 30% Area Median |
| 6           | 15.00%     | 40% Area Median |
| 14          | 35.00%     | 50% Area Median |
| 20          | 50.00%     | 60% Area Median |
| 0           | 0.00%      | 70% Area Median |
| 0           | 0.00%      | 80% Area Median |
| 0           | 0.00%      | Market Units    |
| 40          | 100.00%    | <b>Total</b>    |

- b. The development plans to utilize average income..... FALSE  
 If true, should the points based on the units assigned to the levels above **be waived** and therefore not required for compliance?  
 20-30% Levels FALSE      40% Levels FALSE      50% levels FALSE

**2. Unit Detail FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID**

In the following grid, add a row for each unique unit type planned within the development. Enter the appropriate data for both tax credit and market rate units.


 Architect of Record initial here that the information below is accurate per certification statement within this application.

|        | Unit Type<br>(Select One) | Rent Target<br>(Select One) | Number<br>of Units | # of Units<br>504<br>compliant | Net<br>Rentable<br>Square Feet | Monthly Rent<br>Per Unit | Total Monthly Rent |
|--------|---------------------------|-----------------------------|--------------------|--------------------------------|--------------------------------|--------------------------|--------------------|
| Mix 1  | 1 BR - 1 Bath             | 40% AMI                     | 1                  | 1                              | 663.85                         | \$1,000.00               | \$1,000            |
| Mix 2  | 1 BR - 1 Bath             | 40% AMI                     | 1                  | 1                              | 648.44                         | \$1,000.00               | \$1,000            |
| Mix 3  | 1 BR - 1 Bath             | 40% AMI                     | 1                  | 1                              | 654.88                         | \$1,000.00               | \$1,000            |
| Mix 4  | 1 BR - 1 Bath             | 40% AMI                     | 1                  | 1                              | 673.04                         | \$1,000.00               | \$1,000            |
| Mix 5  | 1 BR - 1 Bath             | 40% AMI                     | 2                  | 2                              | 624.80                         | \$1,000.00               | \$2,000            |
| Mix 6  | 1 BR - 1 Bath             | 50% AMI                     | 1                  |                                | 517.81                         | \$790.00                 | \$790              |
| Mix 7  | 1 BR - 1 Bath             | 50% AMI                     | 6                  |                                | 671.91                         | \$790.00                 | \$4,740            |
| Mix 8  | 1 BR - 1 Bath             | 50% AMI                     | 7                  |                                | 652.20                         | \$790.00                 | \$5,530            |
| Mix 9  | 1 BR - 1 Bath             | 60% AMI                     | 1                  |                                | 615.62                         | \$855.00                 | \$855              |
| Mix 10 | 1 BR - 1 Bath             | 60% AMI                     | 2                  |                                | 673.04                         | \$855.00                 | \$1,710            |
| Mix 11 | 1 BR - 1 Bath             | 60% AMI                     | 1                  |                                | 624.80                         | \$855.00                 | \$855              |
| Mix 12 | 1 BR - 1 Bath             | 60% AMI                     | 12                 |                                | 674.63                         | \$855.00                 | \$10,260           |

L. UNIT DETAILS

|        |               |         |   |        |          |         |
|--------|---------------|---------|---|--------|----------|---------|
| Mix 13 | 1 BR - 1 Bath | 60% AMI | 4 | 772.81 | \$855.00 | \$3,420 |
| Mix 14 |               |         |   |        |          | \$0     |
| Mix 15 |               |         |   |        |          | \$0     |
| Mix 16 |               |         |   |        |          | \$0     |
| Mix 17 |               |         |   |        |          | \$0     |
| Mix 18 |               |         |   |        |          | \$0     |
| Mix 19 |               |         |   |        |          | \$0     |
| Mix 20 |               |         |   |        |          | \$0     |
| Mix 21 |               |         |   |        |          | \$0     |
| Mix 22 |               |         |   |        |          | \$0     |
| Mix 23 |               |         |   |        |          | \$0     |
| Mix 24 |               |         |   |        |          | \$0     |
| Mix 25 |               |         |   |        |          | \$0     |
| Mix 26 |               |         |   |        |          | \$0     |
| Mix 27 |               |         |   |        |          | \$0     |
| Mix 28 |               |         |   |        |          | \$0     |
| Mix 29 |               |         |   |        |          | \$0     |
| Mix 30 |               |         |   |        |          | \$0     |
| Mix 31 |               |         |   |        |          | \$0     |
| Mix 32 |               |         |   |        |          | \$0     |
| Mix 33 |               |         |   |        |          | \$0     |
| Mix 34 |               |         |   |        |          | \$0     |
| Mix 35 |               |         |   |        |          | \$0     |
| Mix 36 |               |         |   |        |          | \$0     |
| Mix 37 |               |         |   |        |          | \$0     |
| Mix 38 |               |         |   |        |          | \$0     |
| Mix 39 |               |         |   |        |          | \$0     |
| Mix 40 |               |         |   |        |          | \$0     |
| Mix 41 |               |         |   |        |          | \$0     |
| Mix 42 |               |         |   |        |          | \$0     |
| Mix 43 |               |         |   |        |          | \$0     |
| Mix 44 |               |         |   |        |          | \$0     |
| Mix 45 |               |         |   |        |          | \$0     |
| Mix 46 |               |         |   |        |          | \$0     |
| Mix 47 |               |         |   |        |          | \$0     |
| Mix 48 |               |         |   |        |          | \$0     |
| Mix 49 |               |         |   |        |          | \$0     |
| Mix 50 |               |         |   |        |          | \$0     |
| Mix 51 |               |         |   |        |          | \$0     |
| Mix 52 |               |         |   |        |          | \$0     |
| Mix 53 |               |         |   |        |          | \$0     |
| Mix 54 |               |         |   |        |          | \$0     |
| Mix 55 |               |         |   |        |          | \$0     |
| Mix 56 |               |         |   |        |          | \$0     |
| Mix 57 |               |         |   |        |          | \$0     |
| Mix 58 |               |         |   |        |          | \$0     |
| Mix 59 |               |         |   |        |          | \$0     |
| Mix 60 |               |         |   |        |          | \$0     |
| Mix 61 |               |         |   |        |          | \$0     |
| Mix 62 |               |         |   |        |          | \$0     |
| Mix 63 |               |         |   |        |          | \$0     |
| Mix 64 |               |         |   |        |          | \$0     |
| Mix 65 |               |         |   |        |          | \$0     |
| Mix 66 |               |         |   |        |          | \$0     |
| Mix 67 |               |         |   |        |          | \$0     |
| Mix 68 |               |         |   |        |          | \$0     |
| Mix 69 |               |         |   |        |          | \$0     |



**L. UNIT DETAILS**

|               |  |  |    |   |  |  |  |          |
|---------------|--|--|----|---|--|--|--|----------|
| Mix 70        |  |  |    |   |  |  |  | \$0      |
| Mix 71        |  |  |    |   |  |  |  | \$0      |
| Mix 72        |  |  |    |   |  |  |  | \$0      |
| Mix 73        |  |  |    |   |  |  |  | \$0      |
| Mix 74        |  |  |    |   |  |  |  | \$0      |
| Mix 75        |  |  |    |   |  |  |  | \$0      |
| Mix 76        |  |  |    |   |  |  |  | \$0      |
| Mix 77        |  |  |    |   |  |  |  | \$0      |
| Mix 78        |  |  |    |   |  |  |  | \$0      |
| Mix 79        |  |  |    |   |  |  |  | \$0      |
| Mix 80        |  |  |    |   |  |  |  | \$0      |
| Mix 81        |  |  |    |   |  |  |  | \$0      |
| Mix 82        |  |  |    |   |  |  |  | \$0      |
| Mix 83        |  |  |    |   |  |  |  | \$0      |
| Mix 84        |  |  |    |   |  |  |  | \$0      |
| Mix 85        |  |  |    |   |  |  |  | \$0      |
| Mix 86        |  |  |    |   |  |  |  | \$0      |
| Mix 87        |  |  |    |   |  |  |  | \$0      |
| Mix 88        |  |  |    |   |  |  |  | \$0      |
| Mix 89        |  |  |    |   |  |  |  | \$0      |
| Mix 90        |  |  |    |   |  |  |  | \$0      |
| Mix 91        |  |  |    |   |  |  |  | \$0      |
| Mix 92        |  |  |    |   |  |  |  | \$0      |
| Mix 93        |  |  |    |   |  |  |  | \$0      |
| Mix 94        |  |  |    |   |  |  |  | \$0      |
| Mix 95        |  |  |    |   |  |  |  | \$0      |
| Mix 96        |  |  |    |   |  |  |  | \$0      |
| Mix 97        |  |  |    |   |  |  |  | \$0      |
| Mix 98        |  |  |    |   |  |  |  | \$0      |
| Mix 99        |  |  |    |   |  |  |  | \$0      |
| Mix 100       |  |  |    |   |  |  |  | \$0      |
| <b>TOTALS</b> |  |  | 40 | 6 |  |  |  | \$34,160 |

|                    |           |                         |                     |                  |
|--------------------|-----------|-------------------------|---------------------|------------------|
| <b>Total Units</b> | <b>40</b> | <b>Net Rentable SF:</b> | <b>TC Units</b>     | <b>26,777.78</b> |
|                    |           |                         | <b>MKT Units</b>    | <b>0.00</b>      |
|                    |           |                         | <b>Total NR SF:</b> | <b>26,777.78</b> |

|   |                   |
|---|-------------------|
| <b>Floor Space Fraction (to 7 decimals)</b> | <b>100.00000%</b> |
|---|-------------------|

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

|                                   |              |          |          |                 |
|-----------------------------------|--------------|----------|----------|-----------------|
| 1. Advertising/Marketing          |              |          |          | \$0             |
| 2. Office Salaries                |              |          |          | \$0             |
| 3. Office Supplies                |              |          |          | \$272           |
| 4. Office/Model Apartment         | (type        |          | )        | \$0             |
| 5. Management Fee                 |              |          |          | \$18,000        |
|                                   | 4.50% of EGI | \$450.00 | Per Unit |                 |
| 6. Manager Salaries               |              |          |          | \$35,000        |
| 7. Staff Unit (s)                 | (type        |          | )        | \$0             |
| 8. Legal                          |              |          |          | \$0             |
| 9. Auditing                       |              |          |          | \$0             |
| 10. Bookkeeping/Accounting Fees   |              |          |          | \$0             |
| 11. Telephone & Answering Service |              |          |          | \$1,044         |
| 12. Tax Credit Monitoring Fee     |              |          |          | \$1,400         |
| 13. Miscellaneous Administrative  |              |          |          | \$3,000         |
| <b>Total Administrative</b>       |              |          |          | <b>\$58,716</b> |

**Utilities**

|                      |  |  |  |                 |
|----------------------|--|--|--|-----------------|
| 14. Fuel Oil         |  |  |  | \$0             |
| 15. Electricity      |  |  |  | \$3,500         |
| 16. Water            |  |  |  | \$3,000         |
| 17. Gas              |  |  |  | \$0             |
| 18. Sewer            |  |  |  | \$4,000         |
| <b>Total Utility</b> |  |  |  | <b>\$10,500</b> |

**Operating:**

|   |  |  |  |                 |
|---|--|--|--|-----------------|
| 19. Janitor/Cleaning Payroll              |  |  |  | \$0             |
| 20. Janitor/Cleaning Supplies             |  |  |  | \$4,100         |
| 21. Janitor/Cleaning Contract             |  |  |  | \$3,500         |
| 22. Exterminating                         |  |  |  | \$6,400         |
| 23. Trash Removal                         |  |  |  | \$5,000         |
| 24. Security Payroll/Contract             |  |  |  | \$0             |
| 25. Grounds Payroll                       |  |  |  | \$0             |
| 26. Grounds Supplies                      |  |  |  | \$0             |
| 27. Grounds Contract                      |  |  |  | \$3,525         |
| 28. Maintenance/Repairs Payroll           |  |  |  | \$17,296        |
| 29. Repairs/Material                      |  |  |  | \$11,000        |
| 30. Repairs Contract                      |  |  |  | \$9,168         |
| 31. Elevator Maintenance/Contract         |  |  |  | \$0             |
| 32. Heating/Cooling Repairs & Maintenance |  |  |  | \$9,332         |
| 33. Pool Maintenance/Contract/Staff       |  |  |  | \$0             |
| 34. Snow Removal                          |  |  |  | \$1,175         |
| 35. Decorating/Payroll/Contract           |  |  |  | \$0             |
| 36. Decorating Supplies                   |  |  |  | \$0             |
| 37. Miscellaneous                         |  |  |  | \$2,168         |
| <b>Totals Operating &amp; Maintenance</b> |  |  |  | <b>\$72,664</b> |

**M. OPERATING EXPENSES**

**Taxes & Insurance**

|  |                 |
|--|-----------------|
| 38. Real Estate Taxes                    | \$41,181        |
| 39. Payroll Taxes                        | \$0             |
| 40. Miscellaneous Taxes/Licenses/Permits | \$0             |
| 41. Property & Liability Insurance       | \$33,788        |
| 42. Fidelity Bond                        | \$1,300         |
| 43. Workman's Compensation               | \$0             |
| 44. Health Insurance & Employee Benefits | \$4,600         |
| 45. Other Insurance                      | \$0             |
| <b>Total Taxes &amp; Insurance</b>       | <b>\$80,869</b> |

|                                |                  |
|--------------------------------|------------------|
| <b>Total Operating Expense</b> | <b>\$222,749</b> |
|--------------------------------|------------------|

|  |                |  |               |
|--|----------------|--|---------------|
| <b>Total Operating Expenses Per Unit</b> | <b>\$5,569</b> | <b>C. Total Operating Expenses as % of EGI</b> | <b>55.74%</b> |
|--|----------------|--|---------------|

|   |                 |
|---|-----------------|
| <b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b> | <b>\$12,000</b> |
|---|-----------------|

|                       |                  |
|-----------------------|------------------|
| <b>Total Expenses</b> | <b>\$234,749</b> |
|-----------------------|------------------|

**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

**N. PROJECT SCHEDULE**

| ACTIVITY   | ACTUAL OR ANTICIPATED DATE | NAME OF RESPONSIBLE PERSON |
|--|----------------------------|----------------------------|
| <b>1. SITE</b>                                       |                            |                            |
| a. Option/Contract                                   | 2/15/2023                  | Jen Fitzgerald             |
| b. Site Acquisition                                  | 6/20/2024                  | Jen Fitzgerald             |
| c. Zoning Approval                                   | 3/18/2002                  | Jen Fitzgerald             |
| d. Site Plan Approval                                | 3/4/2002                   | Jen Fitzgerald             |
| <b>2. Financing</b>                                  |                            |                            |
| <b>a. Construction Loan</b>                          |                            |                            |
| i. Loan Application                                  | 12/1/2023                  | Jen Fitzgerald             |
| ii. Conditional Commitment                           |                            |                            |
| iii. Firm Commitment                                 | 4/1/2024                   | Jen Fitzgerald             |
| <b>b. Permanent Loan - First Lien</b>                |                            |                            |
| i. Loan Application                                  | 12/1/2023                  | Jen Fitzgerald             |
| ii. Conditional Commitment                           |                            |                            |
| iii. Firm Commitment                                 | 5/1/2024                   | Jen Fitzgerald             |
| <b>c. Permanent Loan-Second Lien</b>                 |                            |                            |
| i. Loan Application                                  | 4/1/2023                   | Jen Fitzgerald             |
| ii. Conditional Commitment                           |                            |                            |
| iii. Firm Commitment                                 | 9/1/2023                   | Jen Fitzgerald             |
| <b>d. Other Loans &amp; Grants</b>                   |                            |                            |
| i. Type & Source, List                               | City of Charlottesville    |                            |
| ii. Application                                      | 11/1/2022                  | Jen Fitzgerald             |
| iii. Award/Commitment                                | 6/1/2023                   | Jen Fitzgerald             |
| <b>2. Formation of Owner</b>                         | 1/25/2023                  | Jen Fitzgerald             |
| <b>3. IRS Approval of Nonprofit Status</b>           | 1/31/1991                  | Jen Fitzgerald             |
| <b>4. Closing and Transfer of Property to Owner</b>  | 6/30/2024                  | Jen Fitzgerald             |
| <b>5. Plans and Specifications, Working Drawings</b> | 12/1/2023                  | Jen Fitzgerald             |
| <b>6. Building Permit Issued by Local Government</b> | 5/1/2024                   | Jen Fitzgerald             |
| <b>7. Start Construction</b>                         | 7/1/2024                   | Jen Fitzgerald             |
| <b>8. Begin Lease-up</b>                             | 12/1/2024                  | Jen Fitzgerald             |
| <b>9. Complete Construction</b>                      | 12/31/2025                 | Jen Fitzgerald             |
| <b>10. Complete Lease-Up</b>                         | 2/1/2026                   | Jen Fitzgerald             |
| <b>11. Credit Placed in Service Date</b>             | 12/31/2025                 | Jen Fitzgerald             |

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

Complete cost column and basis column(s) as appropriate

Note: Attorney must opine, among other things, as to correctness of the inclusion of each cost item in eligible basis, type of credit and numerical calculations included in Project Budget.

| Item  | (A) Cost    | Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): |                                |                             |
|---|-------------|---|--------------------------------|-----------------------------|
|   |             | "30% Present Value Credit"  |                                | (D)                         |
|   |             | (B) Acquisition   | (C) Rehab/<br>New Construction | "70 % Present Value Credit" |
| <b>Must Use Whole Numbers Only!</b>                   |             |   |                                |                             |
| <b>1. Contractor Cost</b>                             |             |   |                                |                             |
| a. Unit Structures (New)                              | 0           | 0   | 0                              | 0                           |
| b. Unit Structures (Rehab)                            | 4,733,886   | 0   | 0                              | 4,733,886                   |
| c. Non Residential Structures                         | 0           | 0   | 0                              | 0                           |
| d. Commercial Space Costs                             | 0           | 0   | 0                              | 0                           |
| <input type="checkbox"/> e. Structured Parking Garage | 0           | 0   | 0                              | 0                           |
| <b>Total Structure</b>                                | 4,733,886   | 0   | 0                              | 4,733,886                   |
| f. Earthwork  | 0           | 0   | 0                              | 0                           |
| g. Site Utilities                                     | 0           | 0   | 0                              | 0                           |
| <input type="checkbox"/> h. Renewable Energy          | 0           | 0   | 0                              | 0                           |
| i. Roads & Walks                                      | 0           | 0   | 0                              | 0                           |
| j. Site Improvements                                  | 0           | 0   | 0                              | 0                           |
| k. Lawns & Planting                                   | 0           | 0   | 0                              | 0                           |
| l. Engineering  | 0           | 0   | 0                              | 0                           |
| m. Off-Site Improvements                              | 0           | 0   | 0                              | 0                           |
| n. Site Environmental Mitigation                      | 0           | 0   | 0                              | 0                           |
| o. Demolition   | 0           | 0   | 0                              | 0                           |
| p. Site Work  | 500,000     | 0   | 0                              | 500,000                     |
| q. Other Site work                                    | 0           | 0   | 0                              | 0                           |
| <b>Total Land Improvements</b>                        | 500,000     | 0   | 0                              | 500,000                     |
| <b>Total Structure and Land</b>                       | 5,233,886   | 0   | 0                              | 5,233,886                   |
| r. General Requirements                               | 261,694     | 0   | 0                              | 261,694                     |
| s. Builder's Overhead<br>( 5.0% Contract)             | 261,694     | 0   | 0                              | 261,694                     |
| t. Builder's Profit<br>( 4.0% Contract)               | 209,344     | 0   | 0                              | 209,344                     |
| u. Bonds  | 45,000      | 0   | 0                              | 45,000                      |
| v. Building Permits                                   | 0           | 0   | 0                              | 0                           |
| w. Special Construction                               | 0           | 0   | 0                              | 0                           |
| x. Special Equipment                                  | 0           | 0   | 0                              | 0                           |
| y. Other 1: _____                                     | 0           | 0   | 0                              | 0                           |
| z. Other 2: _____                                     | 0           | 0   | 0                              | 0                           |
| aa. Other 3: _____                                    | 0           | 0   | 0                              | 0                           |
| <b>Contractor Costs</b>                               | \$6,011,618 | \$0   | \$0                            | \$6,011,618                 |

**O. PROJECT BUDGET - OWNER COSTS**

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

| Item   | (A) Cost | Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): |                                |                             |
|--|----------|---|--------------------------------|-----------------------------|
|  |          | "30% Present Value Credit"  |                                | (D)                         |
|  |          | (B) Acquisition   | (C) Rehab/<br>New Construction | "70 % Present Value Credit" |
| <b>2. Owner Costs</b>                                    |          |   |                                |                             |
| a. Building Permit                                       | 25,000   | 0   | 0                              | 25,000                      |
| b. Architecture/Engineering Design Fee<br>\$3,750 /Unit) | 150,000  | 0   | 0                              | 150,000                     |
| c. Architecture Supervision Fee<br>\$1,250 /Unit)        | 50,000   | 0   | 0                              | 50,000                      |
| d. Tap Fees  | 0        | 0   | 0                              | 0                           |
| e. Environmental   | 15,000   | 0   | 0                              | 15,000                      |
| f. Soil Borings  | 5,000    | 0   | 0                              | 5,000                       |
| g. Green Building (Earthcraft, LEED, etc.)               | 35,000   | 0   | 0                              | 35,000                      |
| h. Appraisal   | 5,000    | 0   | 0                              | 5,000                       |
| i. Market Study  | 4,000    | 0   | 0                              | 4,000                       |
| j. Site Engineering / Survey                             | 10,000   | 0   | 0                              | 10,000                      |
| k. Construction/Development Mgt                          | 0        | 0   | 0                              | 0                           |
| l. Structural/Mechanical Study                           | 0        | 0   | 0                              | 0                           |
| m. Construction Loan<br>Origination Fee                  | 40,000   | 0   | 0                              | 40,000                      |
| n. Construction Interest<br>( 0.0% for 0 months)         | 430,000  | 0   | 0                              | 430,000                     |
| o. Taxes During Construction                             | 15,000   | 0   | 0                              | 10,000                      |
| p. Insurance During Construction                         | 15,000   | 0   | 0                              | 10,000                      |
| q. Permanent Loan Fee<br>( 0.0% )                        | 20,000   | 0   | 0                              | 0                           |
| r. Other Permanent Loan Fees                             | 20,000   | 0   | 0                              | 0                           |
| s. Letter of Credit                                      | 0        | 0   | 0                              | 0                           |
| t. Cost Certification Fee                                | 12,000   | 0   | 0                              | 0                           |
| u. Accounting  | 0        | 0   | 0                              | 0                           |
| v. Title and Recording                                   | 75,000   | 0   | 0                              | 25,000                      |
| w. Legal Fees for Closing                                | 145,000  | 0   | 0                              | 20,000                      |
| x. Mortgage Banker                                       | 0        | 0   | 0                              | 0                           |
| y. Tax Credit Fee  | 45,660   |   |                                |                             |
| z. Tenant Relocation                                     | 50,000   | 0   | 0                              | 0                           |
| aa. Fixtures, Furnitures and Equipment                   | 0        | 0   | 0                              | 0                           |
| ab. Organization Costs                                   | 0        | 0   | 0                              | 0                           |
| ac. Operating Reserve                                    | 190,000  | 0   | 0                              | 0                           |
| ad. Contingency  | 600,000  | 0   | 0                              | 600,000                     |
| ae. Security   | 0        | 0   | 0                              | 0                           |
| af. Utilities  | 0        | 0   | 0                              | 0                           |

**O. PROJECT BUDGET - OWNER COSTS**

|  |                    |             |            |                    |
|--|--------------------|-------------|------------|--------------------|
| ag. Servicing Reserve                                  | 0                  |             |            |                    |
| (1) Other* specify: GC Cost Cert                       | 12,000             | 0           | 0          | 0                  |
| (2) Other* specify: Lease Up Reserve                   | 25,000             | 0           | 0          | 0                  |
| (3) Other* specify:                                    | 0                  | 0           | 0          | 0                  |
| (4) Other* specify:                                    | 0                  | 0           | 0          | 0                  |
| (5) Other* specify:                                    | 0                  | 0           | 0          | 0                  |
| (6) Other* specify:                                    | 0                  | 0           | 0          | 0                  |
| (7) Other* specify:                                    | 0                  | 0           | 0          | 0                  |
| (8) Other* specify:                                    | 0                  | 0           | 0          | 0                  |
| (9) Other* specify:                                    | 0                  | 0           | 0          | 0                  |
| <b>Owner Costs Subtotal (Sum 2A..2(10))</b>            | <b>\$1,993,660</b> | <b>\$0</b>  | <b>\$0</b> | <b>\$1,434,000</b> |
| <b>Subtotal 1 + 2</b><br>(Owner + Contractor Costs)    | <b>\$8,005,278</b> | <b>\$0</b>  | <b>\$0</b> | <b>\$7,445,618</b> |
| <b>3. Developer's Fees</b>                             | <b>1,000,000</b>   | <b>0</b>    | <b>0</b>   | <b>1,000,000</b>   |
| <b>Action:</b> Provide Developer Fee Agreement (Tab A) |                    |             |            |                    |
| <b>4. Owner's Acquisition Costs</b>                    |                    |             |            |                    |
| Land   | 415,000            |             |            |                    |
| Existing Improvements                                  | 2,111,270          | 2,111,270   |            |                    |
| Subtotal 4:  | \$2,526,270        | \$2,111,270 |            |                    |
| <b>5. Total Development Costs</b>                      |                    |             |            |                    |
| Subtotal 1+2+3+4:                                      | \$11,531,548       | \$2,111,270 | \$0        | \$8,445,618        |

If this application seeks rehab credits only, in which there is no acquisition and **no change in ownership**, enter the greater of appraised value or tax assessment value here:

(Provide documentation at **Tab E**)

|     |          |
|-----|----------|
| \$0 | Land     |
| \$0 | Building |

**Maximum Developer Fee:**

**\$1,272,524**

Proposed Development's Cost per Sq Foot \$271 **Meets Limits**  
 Applicable Cost Limit by Square Foot: \$372

Proposed Development's Cost per Unit \$225,132 **Meets Limits**  
 Applicable Cost Limit per Unit: \$449,063

**P. ELIGIBLE BASIS CALCULATION**

| Item   | Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): |  |                                   |                                    |
|--|---|--|-----------------------------------|------------------------------------|
|  | (A) Cost  | "30 % Present Value Credit"                    |                                   | (D)<br>"70 % Present Value Credit" |
|  |   | (B) Acquisition                                | (C) Rehab/<br>New<br>Construction |                                    |
| <b>1. Total Development Costs</b>  | 11,531,548  | 2,111,270                                      | 0                                 | 8,445,618                          |
| <b>2. Reductions in Eligible Basis</b>   |   |  |                                   |                                    |
| a. Amount of federal grant(s) used to finance qualifying development costs   |   | 0  | 0                                 | 0                                  |
| b. Amount of nonqualified, nonrecourse financing   |   | 0  | 0                                 | 0                                  |
| c. Costs of nonqualifying units of higher quality (or excess portion thereof)  |   | 0  | 0                                 | 0                                  |
| d. Historic Tax Credit (residential portion)   |   | 0  | 0                                 | 0                                  |
| <b>3. Total Eligible Basis (1 - 2 above)</b>   |   | 2,111,270                                      | 0                                 | 8,445,618                          |
| <b>4. Adjustment(s) to Eligible Basis</b> (For non-acquisition costs in eligible basis)  |   |  |                                   |                                    |
| a. For QCT or DDA (Eligible Basis x 30%)   |   |  | 0                                 | 0                                  |
| <i>State Designated Basis Boosts:</i>  |   |  |                                   |                                    |
| b. For Revitalization or Supportive Housing (Eligible Basis x 30%)   |   |  | 0                                 | 2,533,685                          |
| c. For Green Certification (Eligible Basis x 10%)  |   |  |                                   | 0                                  |
| <b>Total Adjusted Eligible basis</b>   |   |  | 0                                 | 10,979,303                         |
| <b>5. Applicable Fraction</b>  |   | 100.00000%                                     | 100.00000%                        | 100.00000%                         |
| <b>6. Total Qualified Basis</b><br>(Eligible Basis x Applicable Fraction)  |   | 2,111,270                                      | 0                                 | 10,979,303                         |
| <b>7. Applicable Percentage</b>  |   | 9.00%  | 9.00%                             | 9.00%                              |
| <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i> |   |  |                                   |                                    |
| <b>8. Maximum Allowable Credit under IRC §42</b><br>(Qualified Basis x Applicable Percentage)  |   | \$190,014                                      | \$0                               | \$988,137                          |
| (Must be same as BIN total and equal to or less than credit amount allowed)  |   | \$1,178,151<br>Combined 30% & 70% P. V. Credit |                                   |                                    |



**Q. SOURCES OF FUNDS**

**Action:** Provide Documentation for all Funding Sources at **Tab T**

**1. Construction Financing:** List individually the sources of construction financing, including any such loans financed through grant sources:

| Source of Funds             | Date of Application | Date of Commitment | Amount of Funds | Name of Contact Person |
|-----------------------------|---------------------|--------------------|-----------------|------------------------|
| 1.                          |                     |                    |                 |                        |
| 2.                          |                     |                    |                 |                        |
| 3.                          |                     |                    |                 |                        |
| Total Construction Funding: |                     |                    | \$0             |                        |

**2. Permanent Financing:** List individually the sources of all permanent financing in order of lien position:

| Source of Funds            | Date of Application | Date of Commitment | <i>(Whole Numbers only)</i> |                          | Interest Rate of Loan | Amortization Period<br>IN YEARS | Term of Loan (years) |
|----------------------------|---------------------|--------------------|-----------------------------|--------------------------|-----------------------|---------------------------------|----------------------|
|                            |                     |                    | Amount of Funds             | Annual Debt Service Cost |                       |                                 |                      |
| 1. VH Taxable              |                     |                    | \$850,000                   | \$61,274                 | 6.45%                 | 35                              | 35                   |
| 2. VH REACH                |                     |                    | \$1,600,000                 | \$73,357                 | 2.95%                 | 35                              | 35                   |
| 3. DHCD HOME               |                     |                    | \$900,000                   | \$4,500                  | 0.50%                 | 100000                          | 30                   |
| 4. DHCD VHTF               |                     |                    | \$900,000                   | \$4,500                  | 0.50%                 | 100000                          | 30                   |
| 5. City of Charlottesville |                     |                    | \$900,000                   |                          |                       |                                 |                      |
| 6. Seller Note             |                     |                    | \$500,000                   |                          |                       |                                 |                      |
| 7.                         |                     |                    |                             |                          |                       |                                 |                      |
| 8.                         |                     |                    |                             |                          |                       |                                 |                      |
| 9.                         |                     |                    |                             |                          |                       |                                 |                      |
| 10.                        |                     |                    |                             |                          |                       |                                 |                      |
| Total Permanent Funding:   |                     |                    | \$5,650,000                 | \$143,631                |                       |                                 |                      |

**3. Grants:** List all grants provided for the development:

| Source of Funds         | Date of Application | Date of Commitment | Amount of Funds | Name of Contact Person |
|-------------------------|---------------------|--------------------|-----------------|------------------------|
| 1.                      |                     |                    |                 |                        |
| 2.                      |                     |                    |                 |                        |
| 3.                      |                     |                    |                 |                        |
| 4.                      |                     |                    |                 |                        |
| 5.                      |                     |                    |                 |                        |
| 6.                      |                     |                    |                 |                        |
| Total Permanent Grants: |                     |                    | \$0             |                        |

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

|                          | Source of Funds | Date of Commitment | Amount of Funds |
|--------------------------|-----------------|--------------------|-----------------|
| 1.                       |                 |                    |                 |
| 2.                       |                 |                    |                 |
| 3.                       |                 |                    |                 |
| 4.                       |                 |                    |                 |
| 5.                       |                 |                    |                 |
| Total Subsidized Funding |                 |                    | \$0             |

**5. Recap of Federal, State, and Local Funds**

Portions of the sources of funds described above for the development are financed directly or indirectly with Federal, State, or Local Government Funds..... FALSE

If above is **True**, then list the amount of money involved by all appropriate types.

Below-Market Loans

Market-Rate Loans

|    |                              |             |
|----|------------------------------|-------------|
| a. | Tax Exempt Bonds             | \$0         |
| b. | RD 515                       | \$0         |
| c. | Section 221(d)(3)            | \$0         |
| d. | Section 312                  | \$0         |
| e. | Section 236                  | \$0         |
| f. | Virginia Housing REACH Funds | \$1,600,000 |
| g. | HOME Funds                   | \$900,000   |
| h. | Choice Neighborhood          | \$0         |
| i. | National Housing Trust Fund  | \$0         |
| j. | Virginia Housing Trust Fund  | \$900,000   |
| k. | Other:                       | \$0         |
| l. | Other:                       | \$0         |

|    |                   |     |
|----|-------------------|-----|
| a. | Taxable Bonds     | \$0 |
| b. | Section 220       | \$0 |
| c. | Section 221(d)(3) | \$0 |
| d. | Section 221(d)(4) | \$0 |
| e. | Section 236       | \$0 |
| f. | Section 223(f)    | \$0 |
| g. | Other:            | \$0 |

Grants\*

Grants

|    |      |     |
|----|------|-----|
| a. | CDBG | \$0 |
| b. | UDAG | \$0 |

|    |        |  |
|----|--------|--|
| c. | State  |  |
| d. | Local  |  |
| e. | Other: |  |

\*This means grants to the partnership. If you received a loan financed by a locality which received one of the listed grants, please list it in the appropriate loan column as "other" and describe the applicable grant program which funded it.

**Q. SOURCES OF FUNDS**

**6. For Transactions Using Tax-Exempt Bonds Seeking 4% Credits:**

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **N/A**

7. Some of the development's financing has credit enhancements..... **FALSE**

If **True**, list which financing and describe the credit enhancement:

\_\_\_\_\_  
\_\_\_\_\_

**8. Other Subsidies Action: Provide documentation (Tab Q)**

a. **TRUE** Real Estate Tax Abatement on the increase in the value of the development.

b. **FALSE** **New** project based subsidy from HUD or Rural Development for the greater of 5 or 10% of the units in the development.

c. **FALSE** Other \_\_\_\_\_

9. A HUD approval for transfer of physical asset is required..... **FALSE**

**R. EQUITY**

**1. Equity**

|  |     |             |         |   |     |
|--|-----|-------------|---------|---|-----|
| a. Portion of Syndication Proceeds Attributable to Historic Tax Credit |     |             |         |   |     |
| Amount of Federal historic credits                                     | \$0 | x Equity \$ | \$0.000 | = | \$0 |
| Amount of Virginia historic credits                                    | \$0 | x Equity \$ | \$0.000 | = | \$0 |

|                                   |           |  |  |  |  |
|-----------------------------------|-----------|--|--|--|--|
| b. Equity that Sponsor will Fund: |           |  |  |  |  |
| i. Cash Investment                | \$0       |  |  |  |  |
| ii. Contributed Land/Building     | \$0       |  |  |  |  |
| iii. Deferred Developer Fee       | \$394,747 | (Note: Deferred Developer Fee cannot be negative.) |  |  |  |
| iv. Other:                        | \$0       |  |  |  |  |

**ACTION:** If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at **TAB A**.

|                     |           |
|---------------------|-----------|
| <b>Equity Total</b> | \$394,747 |
|---------------------|-----------|

**2. Equity Gap Calculation**

|  |              |   |
|--|--------------|---|
| a. Total Development Cost                                      | \$11,531,548 |   |
| b. Total of Permanent Funding, Grants and Equity               | \$6,044,747  | - |
| c. Equity Gap  | \$5,486,801  |   |
| d. Developer Equity  | \$551        | - |
| e. Equity gap to be funded with low-income tax credit proceeds | \$5,486,250  |   |

**3. Syndication Information (If Applicable)**

|  |   |        |                |
|--|---|--------|----------------|
| a. Actual or Anticipated Name of Syndicator: | ▶ Virginia Community Development Corporation (VCDC) |        |                |
| Contact Person:                              | Jen Wickham   | Phone: | (804) 343-1200 |
| Street Address:                              | 1840 Broad Street, Suite 200                        |        |                |
| City:  | Richmond  | State: | VA             |
|  |   | Zip:   | 23220          |

|   |              |
|---|--------------|
| b. Syndication Equity   |              |
| i. Anticipated Annual Credits   | \$638,000.00 |
| ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)                   | \$0.860      |
| iii. Percent of ownership entity (e.g., 99% or 99.9%)                               | 99.99000%    |
| iv. Syndication costs not included in Total Development Costs (e.g., advisory fees) | \$0          |
| v. Net credit amount anticipated by user of credits                                 | \$637,936    |
| vi. Total to be paid by anticipated users of credit (e.g., limited partners)        | \$5,486,250  |

|                 |           |
|-----------------|-----------|
| c. Syndication: | Private   |
| d. Investors:   | Corporate |

|   |             |
|---|-------------|
| <b>4. Net Syndication Amount</b>                      | \$5,486,250 |
| Which will be used to pay for Total Development Costs |             |

|                                      |                |
|--------------------------------------|----------------|
| <b>5. Net Equity Factor</b>          | 85.9999793083% |
| Must be equal to or greater than 85% |                |

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

The following calculation of the amount of credits needed is substantially the same as the calculation which will be made by Virginia Housing to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, Virginia Housing at all times retains the right to substitute such information and assumptions as are determined by Virginia Housing to be reasonable for the information and assumptions provided herein as to costs (including development fees, profits, etc.), sources for funding, expected equity, etc. Accordingly, if the development is selected by Virginia Housing for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

|   |   |                       |
|---|---|-----------------------|
| 1. Total Development Costs  |   | <u>\$11,531,548</u>   |
| 2. Less Total of Permanent Funding, Grants and Equity   | -   | <u>\$6,044,747</u>    |
| 3. Equals Equity Gap  |   | <u>\$5,486,801</u>    |
| 4. Divided by Net Equity Factor<br>(Percent of 10-year credit expected to be raised as equity investment) |   | <u>85.9999793083%</u> |
| 5. Equals Ten-Year Credit Amount Needed to Fund Gap   |   | <u>\$6,380,003</u>    |
| Divided by ten years  |   | <u>10</u>             |
| 6. Equals Annual Tax Credit Required to Fund the Equity Gap   |   | <u>\$638,000</u>      |
| 7. Maximum Allowable Credit Amount<br>(from Eligible Basis Calculation)                                   |   | <u>\$1,178,151</u>    |
| 8. Requested Credit Amount  | For 30% PV Credit:                                    | <u>\$0</u>            |
|   | For 70% PV Credit:                                    | <u>\$638,000</u>      |
| Credit per LI Units   | <u>\$15,950.0000</u>                                  |                       |
| Credit per LI Bedroom   | <u>\$15,950.0000</u>                                  |                       |
|   | <b>Combined 30% &amp; 70%<br/>PV Credit Requested</b> | <b>\$638,000</b>      |

9. **Action:** Provide Attorney’s Opinion (**Mandatory Tab H**)

**T. CASH FLOW**

**1. Revenue**

Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

|  |                            |                  |
|--|----------------------------|------------------|
| Total Monthly Rental Income for LIHTC Units                          |                            | \$34,160         |
| Plus Other Income Source (list):                                     | HVC Income, Laundry & Fees | \$1,647          |
| Equals Total Monthly Income:   |                            | \$35,807         |
| Twelve Months  |                            | x12              |
| Equals Annual Gross Potential Income                                 |                            | \$429,684        |
| Less Vacancy Allowance   | 7.0%                       | \$30,078         |
| <b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b> |                            | <b>\$399,606</b> |

**2. Indicate the estimated monthly income for the Market Rate Units** (based on Unit Details tab):

|   |      |            |
|---|------|------------|
| Total Monthly Income for Market Rate Units:                           |      | \$0        |
| Plus Other Income Source (list):                                      |      | \$0        |
| Equals Total Monthly Income:  |      | \$0        |
| Twelve Months   |      | x12        |
| Equals Annual Gross Potential Income                                  |      | \$0        |
| Less Vacancy Allowance  | 0.0% | \$0        |
| <b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b> |      | <b>\$0</b> |

**Action:** Provide documentation in support of Operating Budget (TAB R)

**3. Cash Flow (First Year)**

|    |                                      |           |
|----|--------------------------------------|-----------|
| a. | Annual EGI Low-Income Units          | \$399,606 |
| b. | Annual EGI Market Units              | \$0       |
| c. | Total Effective Gross Income         | \$399,606 |
| d. | Total Expenses                       | \$234,749 |
| e. | Net Operating Income                 | \$164,857 |
| f. | Total Annual Debt Service            | \$143,631 |
| g. | Cash Flow Available for Distribution | \$21,226  |

T. CASH FLOW

4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow

|                     | Stabilized<br>Year 1 | Year 2  | Year 3  | Year 4  | Year 5  |
|---------------------|----------------------|---------|---------|---------|---------|
| Eff. Gross Income   | 399,606              | 407,598 | 415,750 | 424,065 | 432,547 |
| Less Oper. Expenses | 234,749              | 241,791 | 249,045 | 256,517 | 264,212 |
| Net Income          | 164,857              | 165,807 | 166,705 | 167,549 | 168,334 |
| Less Debt Service   | 143,631              | 143,631 | 143,631 | 143,631 | 143,631 |
| Cash Flow           | 21,226               | 22,176  | 23,074  | 23,918  | 24,703  |
| Debt Coverage Ratio | 1.15                 | 1.15    | 1.16    | 1.17    | 1.17    |

|                     | Year 6  | Year 7  | Year 8  | Year 9  | Year 10 |
|---------------------|---------|---------|---------|---------|---------|
| Eff. Gross Income   | 441,197 | 450,021 | 459,022 | 468,202 | 477,566 |
| Less Oper. Expenses | 272,138 | 280,303 | 288,712 | 297,373 | 306,294 |
| Net Income          | 169,059 | 169,719 | 170,310 | 170,829 | 171,272 |
| Less Debt Service   | 143,631 | 143,631 | 143,631 | 143,631 | 143,631 |
| Cash Flow           | 25,428  | 26,088  | 26,679  | 27,198  | 27,641  |
| Debt Coverage Ratio | 1.18    | 1.18    | 1.19    | 1.19    | 1.19    |

|                     | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
|---------------------|---------|---------|---------|---------|---------|
| Eff. Gross Income   | 487,118 | 496,860 | 506,797 | 516,933 | 527,272 |
| Less Oper. Expenses | 315,483 | 324,948 | 334,696 | 344,737 | 355,079 |
| Net Income          | 171,635 | 171,912 | 172,101 | 172,196 | 172,193 |
| Less Debt Service   | 143,631 | 143,631 | 143,631 | 143,631 | 143,631 |
| Cash Flow           | 28,004  | 28,281  | 28,470  | 28,565  | 28,562  |
| Debt Coverage Ratio | 1.19    | 1.20    | 1.20    | 1.20    | 1.20    |

Estimated Annual Percentage Increase in Revenue 2.00% (Must be < 2%)  
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be >= 3%)

**U. Building-by-Building Information**

Must Complete

Qualified basis must be determined on a building-by building basis. Complete the section below. Building street addresses are required by the IRS (must have them by the time of allocation request).

Number of BINS: 3

**FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN BUILDING GRID**

| Bldg # | BIN if known | NUMBER OF        |                   | Please help us with the process:<br>DO NOT use the CUT feature<br>DO NOT SKIP LINES BETWEEN BUILDINGS |            |                 |    | 30% Present Value Credit for Acquisition |                                       |                       |               | 30% Present Value Credit for Rehab / New Construction |                                       |                       |               | 70% Present Value Credit |                                       |                       |               |           |
|--------|--------------|------------------|-------------------|---|------------|-----------------|----|--|---------------------------------------|-----------------------|---------------|---|---------------------------------------|-----------------------|---------------|--------------------------|---------------------------------------|-----------------------|---------------|-----------|
|        |              | TAX CREDIT UNITS | MARKET RATE UNITS |   |            |                 |    | Estimate Qualified Basis                 | Actual or Anticipated In-Service Date | Applicable Percentage | Credit Amount | Estimate Qualified Basis                              | Actual or Anticipated In-Service Date | Applicable Percentage | Credit Amount | Estimate Qualified Basis | Actual or Anticipated In-Service Date | Applicable Percentage | Credit Amount |           |
|        |              | Street Address 1 | Street Address 2  | City  | State      | Zip             |    |  |                                       |                       |               |   |                                       |                       |               |                          |                                       |                       |               |           |
| 1.     |              | 12               | 0                 | 402 11th Street NE  | Building A | Charlottesville | VA | 22902                                    | \$2,111,270                           | 12/31/25              | 9.00%         | \$190,014   |                                       |                       |               | \$0                      | \$3,293,791                           | 12/31/25              | 9.00%         | \$296,441 |
| 2.     |              | 12               | 0                 | 402 11th Street NE  | Building B | Charlottesville | VA | 22902                                    |                                       |                       |               | \$0   |                                       |                       |               | \$0                      | \$3,293,791                           | 12/31/25              | 9.00%         | \$296,441 |
| 3.     |              | 16               | 0                 | 402 11th Street NE  | Building C | Charlottesville | VA | 22902                                    |                                       |                       |               | \$0   |                                       |                       |               | \$0                      | \$4,391,721                           | 12/31/25              | 9.00%         | \$395,255 |
| 4.     |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 5.     |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 6.     |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 7.     |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 8.     |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 9.     |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 10.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 11.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 12.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 13.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 14.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 15.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 16.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 17.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 18.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 19.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 20.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 21.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 22.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 23.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 24.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 25.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 26.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 27.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 28.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 29.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 30.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 31.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 32.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 33.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 34.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |
| 35.    |              |                  |                   |   |            |                 |    |  |                                       |                       |               | \$0   |                                       |                       |               | \$0                      |                                       |                       |               | \$0       |

40 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$2,111,270

\$0

\$190,014

\$10,979,303

\$0

\$988,137

Number of BINS: 3



**V. STATEMENT OF OWNER**

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The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, Virginia Housing is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that Virginia Housing may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by Virginia Housing at its sole discretion.

V. STATEMENT OF OWNER

- 10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
- 11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
- 12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
- 13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
- 14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
- 15. that undersigned agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
- 16. that undersigned waives the right to pursue a Qualified Contract on this development.
- 17. that the information in this application may be disseminated to others for purposes of verification or other purposes consistent with the Virginia Freedom of Information Act. However, all information will be maintained, used or disseminated in accordance with the Government Data Collection and Dissemination Practices Act. The undersigned may refuse to supply the information requested, however, such refusal will result in Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, even if tax credits are not allocated to the undersigned.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Owner: Northeast 11th Street Housing LLC  
 By: Northeast 11th Street Housing Development Inc.  
 Its: Managing Member


By: James P Cox, III, President  
James P Cox, III, Pres/Man (Mar 15, 2023 10:47 EDT)  
 Its: President  
 (Title)

V. STATEMENT OF ARCHITECT

The architect signing this document is certifying that the development plans and specifications incorporate all Virginia Housing Minimum Design and Construction Requirements (MDCR), selected LIHTC enhancements and amenities, applicable building codes and accessibility requirements.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

|                               |                                  |
|-------------------------------|----------------------------------|
| Legal Name of Architect:      | Richard J. Funk, Jr.             |
| Virginia License#:            | #07423                           |
| Architecture Firm or Company: | dbf Associates, Architects, Inc. |

By:  \_\_\_\_\_

Its: Vice-President  
(Title)

Initials by Architect are also required on the following Tabs: Enhancement, Special Housing Needs and Unit Details.

**W. LIHTC SELF SCORE SHEET**

**Self Scoring Process**

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by Virginia Housing's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Items 5f and 5g require a numeric value to be entered.

Please remember that this score is only an estimate. Virginia Housing reserves the right to change application data and/or score sheet responses where appropriate, which may change the final score.

**MANDATORY ITEMS:**

- a. Signed, completed application with attached tabs in PDF format
- b. Active Excel copy of application
- c. Partnership agreement
- d. SCC Certification
- e. Previous participation form
- f. Site control document
- g. RESNET Certification
- h. Attorney's opinion
- i. Nonprofit questionnaire (if applicable)
- j. Appraisal
- k. Zoning document
- l. Universal Design Plans
- m. List of LIHTC Developments (Schedule A)

| Included      |           | Score       |
|---------------|-----------|-------------|
| Y             | Y or N    | 0           |
| Y             | Y or N    | 0           |
| Y             | Y or N    | 0           |
| Y             | Y or N    | 0           |
| Y             | Y or N    | 0           |
| Y             | Y or N    | 0           |
| Y             | Y or N    | 0           |
| Y             | Y or N    | 0           |
| Y             | Y, N, N/A | 0           |
| Y             | Y or N    | 0           |
| Y             | Y or N    | 0           |
| Y             | Y or N    | 0           |
| Y             | Y or N    | 0           |
| Y             | Y or N    | 0           |
| <b>Total:</b> |           | <b>0.00</b> |

**1. READINESS:**

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- e. Location in a revitalization area with resolution
- f. Location in a Opportunity Zone

|               |          |              |
|---------------|----------|--------------|
| Y             | 0 or -50 | 0.00         |
| N             | 0 or -25 | 0.00         |
| Y             | 0 to 10  | 10.00        |
| N             | 0 or 10  | 0.00         |
| N             | 0 or 15  | 0.00         |
| N             | 0 or 15  | 0.00         |
| <b>Total:</b> |          | <b>10.00</b> |

**2. HOUSING NEEDS CHARACTERISTICS:**

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development provided priority letter from Rural Development
- h. Dev. located in area with increasing rent burdened population

|               |                 |              |
|---------------|-----------------|--------------|
| Y             | 0 or up to 5    | 5.00         |
| N             | 0 or 20         | 0.00         |
| 0.00%         | Up to 40        | 0.00         |
| Y             | 0 or 5          | 5.00         |
| N             | 0 or 10         | 0.00         |
| 3%            | 0, 20, 25 or 30 | 30.00        |
| N             | 0 or 15         | 0.00         |
| N             | Up to 20        | 0.00         |
| <b>Total:</b> |                 | <b>40.00</b> |

3. DEVELOPMENT CHARACTERISTICS:

|  |     |             |               |
|--|-----|-------------|---------------|
| a. Enhancements (See calculations below)                                   |     |             | 55.12         |
| b. Project subsidies/HUD 504 accessibility for 5 or 10% of units           | Y   | 0 or 50     | 50.00         |
| or c. HUD 504 accessibility for 10% of units                               | N   | 0 or 20     | 0.00          |
| d. Provides approved resident services or eligible childcare services      | N   | 0 or 15     | 0.00          |
| e. Provides telephonic or virtual health services                          | N   | 0 or 15     | 0.00          |
| f. Proximity to public transportation (within Northern VA or Tidewater)    | Y10 | 0, 10 or 20 | 10.00         |
| g. Development will be Green Certified                                     | Y   | 0 or 10     | 10.00         |
| h. Units constructed to meet Virginia Housing's Universal Design standards | 40% | Up to 15    | 6.00          |
| i. Developments with less than 100 low income units                        | Y   | up to 20    | 20.00         |
| j. Historic Structure eligible for Historic Rehab Credits                  | N   | 0 or 5      | 0.00          |
| Total:   |     |             | <u>151.12</u> |

4. TENANT POPULATION CHARACTERISTICS:

|              |           |
|--------------|-----------|
| Locality AMI | State AMI |
| \$111,200    | \$71,300  |

|   |        |          |              |
|---|--------|----------|--------------|
| a. Less than or equal to 20% of units having 1 or less bedrooms                                     | N      | 0 or 15  | 0.00         |
| b. <plus> Percent of Low Income units with 3 or more bedrooms                                       | 0.00%  | Up to 15 | 0.00         |
| c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units) | 0.00%  | Up to 10 | 0.00         |
| d. Units with rents at or below 40% of AMI (up to 10% of LI units)                                  | 15.00% | Up to 10 | 10.00        |
| e. Units with rent and income at or below 50% of AMI  | 50.00% | Up to 50 | 50.00        |
| f. Units with rents at or below 50% rented to tenants at or below 60% of AMI                        | 50.00% | Up to 25 | 0.00         |
| or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI              | 50.00% | Up to 50 | 0.00         |
| Total:  |        |          | <u>60.00</u> |

5. SPONSOR CHARACTERISTICS:

|   |   |                   |             |
|---|---|-------------------|-------------|
| a. Experienced Sponsor - 1 development in Virginia  | Y | 0 or 5            | 5.00        |
| b. Experienced Sponsor - 3 developments in any state  | N | 0 or 15           | 0.00        |
| c. Developer experience - life threatening hazard   | N | 0 or -50          | 0.00        |
| d. Developer experience - noncompliance   | N | 0 or -15          | 0.00        |
| e. Developer experience - did not build as represented (per occurrence)                     | 0 | 0 or -2x          | 0.00        |
| f. Developer experience - failure to provide minimum building requirements (per occurrence) | 0 | 0 or -50 per item | 0.00        |
| g. Developer experience - termination of credits by Virginia Housing                        | N | 0 or -10          | 0.00        |
| h. Developer experience - exceeds cost limits at certification                              | N | 0 or -50          | 0.00        |
| i. Socially Disadvantaged Principal owner 25% or greater                                    | N | 0 or 5            | 0.00        |
| j. Management company rated unsatisfactory  | N | 0 or -25          | 0.00        |
| k. Experienced Sponsor partnering with Local Housing Authority pool applicant               | N | 0 or 5            | 0.00        |
| Total:  |   |                   | <u>5.00</u> |

6. EFFICIENT USE OF RESOURCES:

|                    |  |           |               |
|--------------------|--|-----------|---------------|
| a. Credit per unit |  | Up to 200 | 152.83        |
| b. Cost per unit   |  | Up to 100 | 99.74         |
| Total:             |  |           | <u>252.57</u> |

7. BONUS POINTS:

|  |         |          |              |
|--|---------|----------|--------------|
| a. Extended compliance   | 0 Years | 40 or 50 | 0.00         |
| or b. Nonprofit or LHA purchase option   | Y       | 0 or 60  | 60.00        |
| or c. Nonprofit or LHA Home Ownership option   | N       | 0 or 5   | 0.00         |
| d. Combined 9% and 4% Tax Exempt Bond Site Plan                                      | N       | Up to 30 | 0.00         |
| e. RAD or PHA Conversion participation and competing in Local Housing Authority pool | N       | 0 or 10  | 0.00         |
| f. Team member with Diversity, Equity and Inclusion Designation                      | N       | 0 or 5   | 0.00         |
| g. Commitment to electronic payment of fees  | Y       | 0 or 5   | 5.00         |
| Total:   |         |          | <u>65.00</u> |

400 Point Threshold - all 9% Tax Credits  
 300 Point Threshold - Tax Exempt Bonds

**TOTAL SCORE: 583.69**

**Enhancements:**

| All units have:  | Max Pts                 | Score               |
|--|-------------------------|---------------------|
| a. Community Room  | 5                       | 0.00                |
| b. Exterior walls constructed with brick and other low maintenance materials | 40                      | 39.12               |
| c. Sub metered water expense   | 5                       | 5.00                |
| d. Watersense labeled faucets, toilets and showerheads                       | 3                       | 0.00                |
| e. Rehab only: Infrastructure for high speed internet/broadband              | 1                       | 1.00                |
| f. N/A for 2022  | 0                       | 0.00                |
| g. Each unit provided free individual high speed internet access             | 10                      | 0.00                |
| h. Each unit provided free individual WiFi                                   | 12                      | 0.00                |
| i. Bath Fan - Delayed timer or continuous exhaust                            | 3                       | 3.00                |
| j. Baths equipped with humidistat  | 3                       | 0.00                |
| k. Cooking Surfaces equipped with fire prevention features                   | 4                       | 0.00                |
| l. Cooking surfaces equipped with fire suppression features                  | 2                       | 2.00                |
| m. Rehab only: dedicated space to accept permanent dehumidification system   | 2                       | 2.00                |
| n. Provides Permanently installed dehumidification system                    | 5                       | 0.00                |
| o. All interior doors within units are solid core                            | 3                       | 0.00                |
| p. USB in kitchen, living room and all bedrooms                              | 1                       | 1.00                |
| q. LED Kitchen Light Fixtures  | 2                       | 2.00                |
| r. % of renewable energy electric systems                                    | 10                      | 0.00                |
| s. New Construction: Balcony or patio  | 4                       | 0.00                |
|  |                         | <u>55.12</u>        |
| <br>All elderly units have:  |                         |                     |
| t. Front-control ranges  | 1                       | 0.00                |
| u. Independent/suppl. heat source  | 1                       | 0.00                |
| v. Two eye viewers   | 1                       | 0.00                |
| w. Shelf or Ledge at entrance within interior hallway                        | 2                       | 0.00                |
|  |                         | <u>0.00</u>         |
|  | <b>Total amenities:</b> | <b><u>55.12</u></b> |



**Y. Efficient Use of Resources**

**Credit Points for 9% Credits:**

If the Combined Max Allowable Credits is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 200 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 200. In this example,  $(40\%/60\%) \times 200$  or 133.33 points.

Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

|                      |             |
|----------------------|-------------|
| Combined Max         | \$1,178,151 |
| Credit Requested     | \$638,000   |
| % of Savings         | 45.85%      |
| Sliding Scale Points | 152.83      |

**Cost Points:**

If the Applicable Cost by Square foot is \$238 and the deal's Proposed Cost by Square Foot was \$119, you are saving 50% of the applicable cost. This deal would receive all 100 cost points.

For another example, the Applicable Cost by SqFt is \$238 and the deal's Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points 100. In this example,  $(35.7\%/50\%) \times 100$  or 71.40 points.

|                                 |                             |
|---------------------------------|-----------------------------|
| Total Costs Less Acquisition    | \$9,005,278                 |
| Total Square Feet               | 33,185.60                   |
| Proposed Cost per SqFt          | \$271.36                    |
| Applicable Cost Limit per Sq Ft | \$372.00                    |
| % of Savings                    | 27.05%                      |
| <br>                            |                             |
| Total Units                     | 40                          |
| Proposed Cost per Unit          | \$225,132                   |
| Applicable Cost Limit per Unit  | \$449,063                   |
| % of Savings                    | 49.87%                      |
| Max % of Savings                | 49.87% Sliding Scale Points |
|                                 | 99.74                       |



# Tab A:

- Organizational Documents
- Organizational Chart
- Developer Fee Agreement

**OPERATING AGREEMENT**

**OF**

**NORTHEAST 11<sup>TH</sup> STREET HOUSING LLC,  
A VIRGINIA LIMITED LIABILITY COMPANY**

**Dated as of February 3, 2023**

**OPERATING AGREEMENT  
OF  
NORTHEAST 11<sup>TH</sup> STREET HOUSING LLC**

THIS OPERATING AGREEMENT (this "Agreement"), dated as of February 3, 2023, by and among Northeast 11<sup>th</sup> Street Housing Development Inc., a Virginia corporation (the "Managing Member") and Community Services Housing, Inc., a Virginia non-stock corporation (the "Initial Member"), provides as follows:

1. **FORMATION.** Northeast 11<sup>th</sup> Street Housing LLC (the "Company") was formed as a Virginia limited liability company under the provisions of Chapter 12 of Title 13.1 of the Code of Virginia of 1950, as amended (the "Act"), pursuant to the Articles of Organization dated January 25, 2023 (the "Articles"). A certificate of organization was issued by the State Corporation Commission of Virginia with respect to the Articles on January 25, 2023.
2. **NAME AND PLACE OF BUSINESS.** The business of the Company shall be conducted under the name of Northeast 11<sup>th</sup> Street Housing LLC. The principal office of the Company in Virginia shall be 1001 E Market St #102, Charlottesville, VA 22902. The principal office of the Company may be changed by the Members at any time and from time to time, in their discretion.
3. **PURPOSES.** The principal purpose of the Company is to own certain land and in the City of Charlottesville, Virginia (the "Property"), and to own and develop the Property and to maintain and operate thereon The Mews, a multifamily housing complex (the "Apartment Complex"). The company may engage in any other lawful business as determined from time to time by the Members.
4. **MEMBERS.** Northeast 11<sup>th</sup> Street Housing Development Inc., a Virginia corporation, shall serve as the Managing Member, while Community Services Housing, Inc., a Virginia non-stock corporation, shall serve as the Initial Member. Both have an address of 1001 E Market St #102, Charlottesville, VA 22902. The Company anticipates that the Initial Member will be replaced by a tax credit equity investor.
5. **MEMBER'S CAPITAL CONTRIBUTIONS.** Upon execution of this Agreement, the Member shall make the capital contribution set forth beside its name on Exhibit A attached hereto as its initial capital contribution in exchange for its membership interest in the Company. The Member shall not be required to make any further capital contributions, except as required in writing by the Members owning a majority of the membership interests.
6. **VOTING POWERS, MEETINGS, ETC. OF MEMBERS.**

6.01 **In General.** The Members shall not be entitled to participate in the day-to-day affairs and management of the Company, but instead, the Members' right to vote or

otherwise participate with respect to matters relating to the Company shall be limited to those matters as to which the express terms of the Act, the Articles, or this Operating Agreement vest in the Members the right to so vote or otherwise participate.

6.02 Actions Requiring Approval of Members.

(a) Notwithstanding any other provision of this Operating Agreement, the approval of the Members shall be required in order for any of the following actions to be taken on behalf of the Company:

- (1) Amending the Articles in any manner that materially alters the preferences, privileges or relative rights of the Members.
- (2) Electing the Managers as provided in Article 7 hereof.
- (3) Taking any action that would make it impossible to carry on the ordinary business of the Company.
- (4) Confessing a judgment against the Company in excess of \$25,000.
- (5) Filing or consenting to filing a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act.
- (6) Loaning Company funds in excess of \$25,000, or for a term in excess of one year, to any Member.

(b) Unless the express terms of this Operating Agreement specifically provide otherwise, the affirmative vote of a majority of the voting membership interests shall be necessary and sufficient in order to approve or consent to any of the matters set forth in Section 6.02(a) above or any other matters in this Operating Agreement that require the approval or consent of the Members.

6.03 Action by Members. In exercising their rights as provided above, the Members shall act collectively through meetings and/or written consents as provided in this Article.

6.04 Annual Meetings. The Members shall meet annually in the first Tuesday in January at 4:00 p.m. or at such other time as shall be determined by the Managers, or if there are no Managers, by the Members, for the purpose of the transaction of such business as may come properly before the meeting.

6.05 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Managers, and shall be called by the Managers at the request of any Member.

6.06 Action by Written Consent. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents to such action are signed by the Members who are entitled to vote on the matter set forth in the consents and who constitute the requisite Voting Membership Interests necessary for adoption or approval of such matter on behalf of the Company. By way of example and not limitation, a majority of the Voting Membership Interests may take action as to any matter specified in Section 6.02 hereof by signing one or more written consents approving such action, without obtaining signed written consents from any other Members. Such consent or consents shall be filed with the minutes of the meetings of the Members. Action taken under this Section 6.06 shall be effective when the requisite Members have signed the consent or consents, unless the consent or consents specify a different effective date.

## 7. MANAGERS.

7.01 Powers of Manager. Except as expressly provided otherwise in the Act, the Articles or this Operating Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by, one or more Managing Members. The powers so exercised shall include but not be limited to the following:

(a) Entering into, making and performing contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.

(b) Opening and maintaining bank accounts, investment accounts and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements. Company funds shall not be commingled with funds from other sources and shall be used solely for the business of the Company.

(c) Collecting funds due to the Company.

(d) Acquiring, utilizing for the Company's purposes, maintaining and disposing of any assets of the Company.

(e) To the extent that funds of the Company are available therefor, paying debts and obligations of the Company.

(f) Borrowing money or otherwise committing the credit of the Company for Company activities, and voluntarily prepaying or extending any such borrowings.

(g) Employing from time to time persons, firms or corporations for the operation and management of various aspects of the Company's business, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, suppliers, accountants and attorneys on such terms and for such compensation as the

Managers shall determine, notwithstanding the fact that the Managers or any Member may have a financial interest in such firms or corporations.

(h) Making elections available to the Company under the Code.

(i) Obtaining general liability, property and other insurance for the Company, as the Managers deem proper.

(j) Taking such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 6.02 hereof.

(k) Doing and performing all such things and executing, acknowledging and delivering any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

7.02 Election of Managing Member. The Members hereby unanimously elect Northeast 11<sup>th</sup> Street Housing Development Inc., a Virginia corporation, to serve as Managing Member of the Company, to serve until its successor shall be duly elected and qualify.

7.03 Action by One Manager When There are Two or More Managers. Unless otherwise expressly provided by the Act, the Articles, or the terms of this Operating Agreement, when there are two or more Managers elected by the Members, any one of the Managers may act on behalf of the Company to exercise any of the powers of a Manager conferred by Section 7.01 hereof. Notwithstanding the foregoing, when a Manager has so acted on behalf of the Company, he or she must provide notice of his or her action on behalf of the Company to every other duly elected Manager.

7.04 Single Manager. If at any time there is only one person or entity serving as a Manager, such Manager shall be entitled to exercise all powers of the Managers set forth in this Section, and all references in this Section and otherwise in this Operating Agreement to "Managers" shall be deemed to refer to such single Manager.

7.05 Reliance by Other Persons. Any person dealing with the Company, other than a Member, may rely on the authority of a particular Manager or Managers in taking any action in the name of the Company, if such Manager or Managers provide to such person a copy of the applicable provision of this Operating Agreement and/or the resolution or written consent of the Managers or Members granting such authority, certified in writing by such Manager or Managers to be genuine and correct and not to have been revoked, superseded or otherwise amended.

7.06 Manager's Expenses and Fees. A Manager shall be entitled, but not required, to receive a reasonable salary for services rendered on behalf of the Company or in his capacity as a Manager. The amount of such salary shall be determined by the Managers and consented to by the Members, which consent shall not be unreasonably withheld. The Company shall reimburse any Manager for reasonable out-of-pocket

expenses which were or are incurred by the Manager on behalf of the Company with respect to the start-up or operation of the Company, the on-going conduct of the Company's business, or the dissolution and winding up of the Company and its business.

7.07 Indemnification. The Company shall indemnify each Manager, whether serving the Company or, at its request, any other Entity, to the full extent permitted by the Act. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Managers may be entitled. The Managers may, upon the approval of the Members, take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

7.08 Liability of Managers. So long as the Managers act in good faith with respect to the conduct of the business and affairs of the Company, no Manager shall be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error or judgment, for any mistake of fact or of law, or for any other act or thing which he may do or refrain from doing in connection with the business and affairs of the Company, except for willful misconduct or gross negligence or breach of fiduciary duty, and further except for breaches of contractual obligations or agreements between the Managers and the Company.

8. **GOVERNING LAW**. This Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to choice of law provisions.

9. **BOOKS AND RECORDS**. The Members shall, at the Company's sole cost and expense, keep adequate books of account of the Company wherein shall be recorded and reflected, in accordance with generally accepted accounting principles, all of the Capital Contributions and all of the income, expenses and transactions of the Company and a list of the names and addresses, and interests held by the Members and any additional members in alphabetical order. All funds of the Company shall be deposited in a separate bank account or accounts as shall be determined by the Manager. All withdrawals therefrom shall be made upon checks signed by any Manager of the Company.

10. **FULL AUTHORITY**. Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder, and no approvals or consents of any other person are necessary in connection herewith.

**IN WITNESS WHEREOF**, the undersigned, being the Members of the Company, hereby agree, acknowledge, and certify that the foregoing Operating Agreement constitutes the entire Operating Agreement of the Company, adopted as of the date first hereinabove mentioned.

**Managing Member:**

Northeast 11<sup>th</sup> Street Housing Community Development Inc.,  
a Virginia corporation

Feb 9, 2023

Date of Execution

By: James P Cox III, President

James P Cox III, President (Feb 9, 2023 16:17 EST)

James P. Cox III, President

**Initial Member:**

Community Services Housing, Inc., a  
Virginia non-stock corporation

Feb 9, 2023

Date of Execution

By: James P Cox III, President

James P Cox III, President (Feb 9, 2023 16:17 EST)

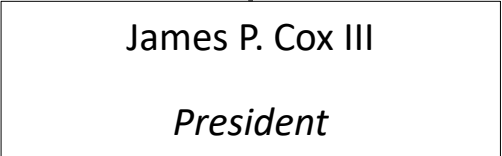
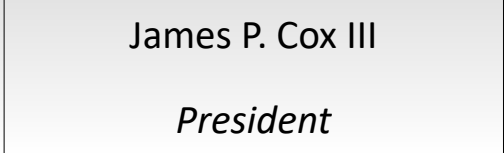
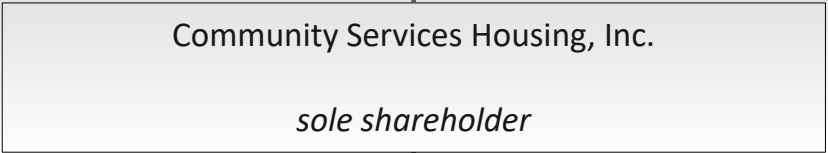
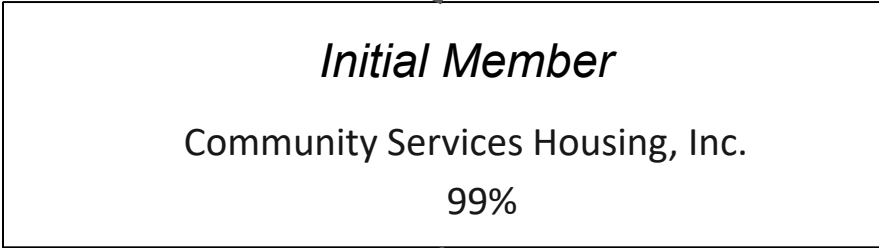
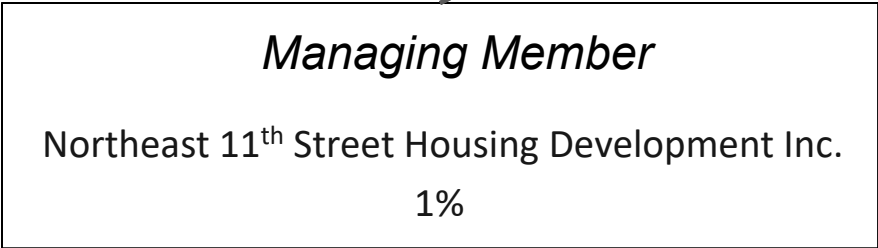
James P. Cox III, President



EXHIBIT A

| <u>MEMBER</u>  | <u>PERCENTAGE<br/>INTEREST</u> | <u>CAPITAL<br/>CONTRIBUTION</u> |
|--|--------------------------------|---------------------------------|
| Northeast 11 <sup>th</sup> Street<br>Housing Community<br>Development Inc. | 1%                             | \$1.00                          |
| Community Services<br>Housing, Inc.  | 99%                            | \$99.00                         |
| TOTAL:   | <u>100%</u>                    | <u>\$100.00</u>                 |

# ORGANIZATIONAL CHART



## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") made as of \_\_\_\_\_, 2023 by and between Northeast 11<sup>th</sup> Street Housing LLC, a Virginia limited liability company (the "Company") and Community Services Housing, Inc., a Virginia nonstock corporation (the "Developer").

### Recitals

WHEREAS, the Company was formed to develop, construct, own, maintain and operate certain property as low-income residential rental housing, to be known as Northeast 11<sup>th</sup> Street Housing, to be located in Charlottesville, Virginia (the "Project").

WHEREAS, the Project, following the completion of construction, is expected to constitute a "qualified low-income housing project" (as defined in Section 42(g)(1) of the Code).

WHEREAS, the Developer has provided and will continue to provide certain services with respect to the Project during the acquisition, development, construction and initial operating phases thereof.

WHEREAS, in consideration for such services, the Company has agreed to pay to the Developer certain fees computed in the manner stated herein.

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Amended and Restated Operating Agreement of the Company of even date herewith (the "Operating Agreement").

**NOW, THEREFORE**, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

#### Section 1. Development Services.

(a) The Developer has performed certain services relating to the development of the Project and shall oversee the development and rehabilitation of the Project and shall perform the services and carry out the responsibilities with respect to the Project as are set forth herein, and such additional duties and responsibilities as are reasonably within the general scope of such services and responsibilities and are designated from time to time by the Company.

(b) The Developer's services shall be performed in the name and on behalf of the Company and shall consist of the duties set forth in subparagraphs (i)-(xiii) below of this Section 1(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of

any duty of the Developer set forth in this Agreement is beyond the reasonable control of the Developer, the Developer shall nonetheless be obligated to (i) use its best efforts to perform such duty and (ii) promptly notify the Company that the performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

(i) Negotiate and cause to be executed in the name and on behalf of the Company any agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the construction of any improvements or tenant improvements to be constructed or installed by the Company or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof, provided that no agreement shall be executed nor binding commitment made until the terms and conditions thereof and the party with whom the agreement is made have been approved by the Managing Member unless the terms, conditions, and parties comply with guidelines issued by the Managing Member concerning such agreements;

(ii) Assist the Company in identifying sources of construction financing for the Project and negotiate the terms of such financing with lenders;

(iii) Establish and implement appropriate administrative and financial controls for the design and rehabilitation of the Project, including but not limited to:

(A) coordination and administration of the Project architect, the general contractor, and other contractors, professionals and consultants employed in connection with the design or construction of the Project;

(B) administration of any construction contracts on behalf of the Company;

(C) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;

(D) the rendering of advice and recommendations as to the selection of subcontractors and suppliers;

(E) the review and submission to the Company for approval of all requests for payments under any architectural agreement, general contractor's agreement, or any loan agreements with any lending institutions providing funds for the benefit of the Company for the design or construction of any improvements;

(F) the submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Project;

(G) applying for and maintaining in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project;

(H) compliance with all terms and conditions applicable to the Company or the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection with the Project;

(I) furnishing such consultation and advice relating to the Project as may be reasonably requested from time to time by the Company;

(J) keeping the Company fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested by the Company and which are of a nature generally requested or expected of construction managers or owner's representatives on similar projects;

(K) giving or making the Company's instructions, requirements, approvals and payments provided for in the agreements with the Project architect, general contractor, and other contractors, professionals and consultants retained for the Project; and

(L) at the Company's expense, filing on behalf of and as the attorney-in-fact for the Company any notices of completion required or permitted to be filed upon the completion of any improvement(s) and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of the Project.

(iv) Inspect the progress of the course of rehabilitation of the Project, including verification of the materials and labor being furnished to and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the design or construction of the Project, and in addition to verify that the rehabilitation is being carried out substantially in accordance with

the plans and specifications approved by the Company or, in the event construction is not being so carried out, to promptly notify the Company;

(v) If requested to do so by the Company, perform on behalf of the Company all obligations of the Company with respect to the design or construction of the Project contained in any loan agreement or security agreement in connection with the Project, or in any lease or rental agreement relating to space in the Project, or in any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction, provided that copies of such agreements have been provided by the Company to the Developer or the Company has otherwise notified the Developer in writing of such obligations;

(vi) To the extent requested to do so by the Company, prepare and distribute to the Company a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by the Company, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loans arranged by the Company to cover the cost of design and construction of the Project, or as to the providing of additional capital contributions should such loan funds for any reason be unavailable or inadequate;

(vii) At the Company's expense, obtain and maintain insurance coverage for the Project, the Company, the Management Agent, and the Developer and its employees, at all times until final completion of construction of the Project, in accordance with an insurance schedule approved by the Company, which insurance shall include general public liability insurance covering claims for personal injury, including but not limited to bodily injury, or property damage, occurring in or upon the Property or the streets, passageways, curbs and vaults adjoining the Property. Such insurance shall be in a liability amount approved by the Company;

(viii) Comply with all applicable present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter in this subparagraph (ix) called "laws") of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters or Insurance Services. Offices having jurisdiction in the county in which the Project is located or any other body exercising functions similar to those of any of the foregoing, or any insurance carriers providing any insurance coverage for the Company or the Project, which may be applicable to the Project or any part thereof. Any such compliance undertaken by the Developer on behalf of and in the name of the Company, in accordance with the provisions of this Agreement, shall be at the Company's expense. The Developer shall likewise ensure that all agreements between the Company and independent contractors performing work in connection

with the Project shall include the agreement of said independent contractors to comply with all such applicable laws;

(ix) Assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the Developer's functions hereunder. Without limiting the foregoing, the Developer will prepare, accumulate and furnish to the Company and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will take application for appropriate exclusions from the capital costs of the Project for purposes of real property ad valorem taxes;

(x) Use its best efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedules for such completion approved by the Company;

(xi) At the direction of the Company, implement any decisions of the Company made in connection with the design, development and construction of the Project or any policies and procedures relating thereto, exclusive of leasing activities; and

(xii) Perform and administer any and all other services and responsibilities of the Developer which are set forth in any other provisions of this Agreement, or which are requested to be performed by the Company and are within the general scope of the services described herein.

Section 2. Limitations and Restrictions. Notwithstanding any provisions of this Agreement, the Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respect to (i) any matter not related to the construction or construction financing of the Project, including but not limited to the acquisition of the Project, the organization of the Company, obtaining permanent financing, obtaining an investor for the Company or leasing up the Project, such matters to be performed or supervised by the Managing Member and (ii) any of the following matters unless and until the same has been approved by the Company:

(a) Approval of all construction and architectural contracts and all architectural plans, specifications and drawings prior to the construction and/or alteration of any improvements contemplated thereby, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(b) Any proposed change in the work of the construction of the Project, or in the plans and specifications therefor as previously approved by the Company, or in the cost thereof, or any other change which would affect the design, cost, value or quality of the Project, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(c) Making any expenditure or incurring any obligation by or on behalf of the Company or the Project involving a sum in excess of \$50,000 or involving a sum of less than \$25,000 where the same relates to a component part of any work, the combined cost of which exceeds \$50,000, except for expenditures made and obligations incurred pursuant to and specifically set forth in a construction budget approved by the Company (the "Construction Budget") or for such matters as may be otherwise expressly delegated to the Developer by the Company;

(d) Making any expenditure or incurring any obligation which, when added to any other expenditure, exceeds the Construction Budget or any line item specified in the Construction Budget, except for such matters as may be otherwise expressly delegated in writing to the Developer by the Company; or

(e) Expending more than what the Developer in good faith believes to be the fair and reasonable market value at the time and place of contracting for any goods purchased or leased or services engaged on behalf of the Company or otherwise in connection with the Project.

### Section 3. Accounts and Records.

(a) The Developer, on behalf of the Company, shall keep such books of account and other records as may be required and approved by the Company, including, but not limited to, records relating to the costs of construction advances. The Developer shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the Company, covering all collections, if any, disbursements and other data in connection with the Project prior to final completion of construction. All accounts and records relating to the Project, including all correspondence, shall be surrendered to the Company, upon demand without charge therefor.

(b) The Developer shall cooperate with the Management Agent to facilitate the timely preparation by the Management Agent of such reports and financial statements as the Management Agent is required to furnish pursuant to the Management Agreement.

(c) All books and records prepared or maintained by the Developer shall be kept and maintained at all times at the place or places approved by the Company, and shall be available for and subject to audit, inspection and copying by the Management Agent, the Company or any representative or auditor thereof or supervisory or regulatory authority, at the times and in the manner set forth in the Operating Agreement.



Section 4. Obligation To Complete Construction and to Pay Development Costs.

The Developer shall complete the construction of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanics', materialmen's or similar liens, and shall equip the Project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, including refrigerators and ranges, provided for in the Project Documents and the Plans and Specifications. The Developer also shall cause the achievement of Final Closing in accordance with the terms of the Operating Agreement. If the Specified Proceeds as available from time to time are insufficient to cover all Development Costs and achieve Final Closing, the Developer shall advance or cause to be advanced to the Company from time to time as needed all such funds as are required to pay such deficiencies. Any such advances ("Development Advances") shall, to the extent permitted under the Project Documents and any applicable regulations or requirements of any Project Lender or Agency, be reimbursed at or prior to Final Closing only out of Specified Proceeds available from time to time after payment of all Development Costs. Any balance of the amount of each Development Advance not reimbursed through Final Closing shall not be reimbursable to the Developer and shall not be credited to the Capital Account of any Member, or otherwise change the interest of any Person in the Company, but shall be borne by the Developer under the terms of this Agreement, provided, however, if the Managing Member makes a Development Advance, such Advance shall be repaid as a Completion Loan under the Operating Agreement.

Section 5. Development Amount.

Any Development Advances made by the Developer shall be reimbursed from Specified Proceeds as set forth in Section 4. As reimbursement for any additional Development Advances and as a fee for its services in connection with the development of the Project and the supervision of the construction of the Project, the Developer shall be paid an amount (the "Development Amount") equal to the lesser of (a) One Million and No/100 Dollars (\$1,000,000); or (b) the maximum amount which conforms to the developer fee standards imposed by the Virginia Housing Development Authority. The Development Amount shall be deemed to have been earned as follows:

- (i) Twenty percent (20%) as of the date of this agreement; and
- (ii) Eighty percent (80%) upon Substantial Completion of the Project (and, prior to Substantial Completion, a pro rata percentage (based on square footage) of the 80% will be deemed earned over the course of construction, in an amount equal to the percentage of completion of the construction.

The Development Amount shall be paid in installments as follows:

- (i) \_\_\_\_\_ percent (\_\_\_ %) on initial equity funding of the Project;
- (ii) \_\_\_\_\_ percent (\_\_\_ %) upon substantial completion of the Project; and
- (iii) \_\_\_\_\_ percent (\_\_\_ %) upon achievement of 95% occupancy for the Project.

Any installment of the Development Amount not paid when otherwise due hereunder shall be deferred without interest and shall be paid from next available Net Cash Flow in the priority set forth in Section 11.03(b) of the Operating Agreement; provided, however, that any unpaid balance of the Development Amount shall be due and payable in all events on the thirteenth anniversary of placement in service.

Section 6. Applicable Law.

This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 7. Binding Agreement.

This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns. As long as the Developer is not in default under this Agreement, the obligation of the Company to pay the Development Amount shall not be affected by any change in the identity of the Managing Member of the Company.

Section 8. Headings.

All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

Section 9. Terminology.

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

For purposes of this Agreement, the following terms have the following meanings:

"Development Costs" means any and all costs and expenses necessary to (i) cause the construction of the Project to be completed, in a good and workmanlike manner, free and clear of all mechanics', materialmen's or similar liens, in accordance with the Plans and Specifications, (ii) equip the Project with all necessary and appropriate fixtures, equipment and articles of personal property (including, without limitation, refrigerators and ranges), (iii) obtain all required certificates of occupancy for the apartment units and other space in the Project, (iv) finance the construction of the Project and achieve Final Closing in accordance with the provisions of the Project Documents, (v) discharge all Company liabilities and obligations arising out of any casualty occurring prior to Final Closing generating insurance proceeds for the Company, (vi) fund any Company reserves required hereunder or under any of the Project Documents at or prior to Final Closing, (vii) repay and discharge the construction loan from \_\_\_\_\_; and (viii) pay any other costs or expenses necessary to achieve the Completion Date and Final Closing.

"Specified Proceeds" means (i) the proceeds of all Project Loans, (ii) the net rental income, if any, generated by the Project prior to Final Closing which is permitted by the Project Lenders to be applied to the payment of Development Costs, (iii) the Capital Contributions of the Investor Member, (iv) the Capital Contributions of the Managing Member in the amounts set forth in of the Operating Agreement as of the Initial Closing, and (v) any insurance proceeds arising out of casualties occurring prior to Final Closing.

Section 10. Benefit of Agreement.

The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the Company and its Members and shall not inure to the benefit of any creditor of the Company other than a Member, notwithstanding any pledge or assignment by the Company of this Agreement of any rights hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNED at EQUITY CLOSING

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first written above.

COMPANY:

Northeast 11<sup>th</sup> Street Housing LLC,  
a Virginia limited liability company

By: Northeast 11<sup>th</sup> Street Housing Development Inc.  
its Managing Member

By: \_\_\_\_\_  
James P. Cox, III, President

DEVELOPER:

Community Services Housing, Inc.  
a Virginia non-stock nonprofit corporation

By: \_\_\_\_\_  
James P. Cox, III, President

SIGNED at EQUITY CLOSING

# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Northeast 11th Street Housing LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on January 25, 2023; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

February 28, 2023

A handwritten signature in cursive script, appearing to read "Bernard J. Logan".

---

Bernard J. Logan, Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)

## Appendices continued

### Previous Participation Certification

Development Name Northeast 11th Street Housing

Name of Applicant (entity) Northeast 11th Street Housing LLC

#### **I hereby certify that:**

1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and
9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state



## Appendices continued

governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.

12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion, I have attached a true and accurate statement to explain the relevant facts and circumstances.

Failure to disclose information about properties which have been found to be out of compliance or any material misrepresentations are grounds for rejection of an application and prohibition against future applications.

By: Northeast 11th Street Housing Development Inc., its Managing Member

*James P. Cox, III, President*

James P. Cox, III, President (Mar 7, 2023 12:21 EST)

Signature

James P. Cox, III, President

Printed Name

James P Cox, III, President

Date (no more than 30 days prior to submission of the Application)

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# List of LIHTC Developments (Schedule A)



Development Name: Northeast 11th Street Housing  
 Name of Applicant: Northeast 11th Street Housing LLC

Managing Member: Northeast 11th Street Housing Development Inc.,  
 affiliate of Community Services Housing, Inc.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Community Services Housing, Inc. Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 Y or N

|    | Development Name/Location                             | Name of Ownership Entity and Phone Number   | CGP or 'Named' Managing Member at the time of dev. (Y/N)* | Total Dev. Units | Total Low Income Units | Placed in Service Date | 8609(s) Issue Date | Uncorrected 8823's? (Y/N) Explain "Y" |
|----|---|---|---|------------------|------------------------|------------------------|--------------------|---------------------------------------|
| 1  | The Mews on Little High Street<br>Charlottesville, VA | CH Mews Housing, LP (434)<br>978-2007   | Y   | 39               | 39                     | 9/31/07                | 7/1/2008           | N                                     |
| 2  |   | CSH is the GP through CSH Mews, Inc., its affiliate                                 |   |                  |                        |                        |                    |                                       |
| 3  | Short 18th Street Housing<br>Charlottesville, VA      | Short 18th Street Housing, LP (434)<br>978-2007                                     | Y   | 12               | 12                     | 8/15/2011              | 6/12/2012          | N                                     |
| 4  |   | CSH is the GP through Short 18th Street Development Corp, its affiliate             |   |                  |                        |                        |                    |                                       |
| 5  | Carlton Neighborhood Housing<br>Charlottesville, VA   | Carlton Neighborhood Housing LLC (434)<br>978-2007                                  | Y   | 35               | 35                     | 12/14/2018             | 4/29/2021          | N                                     |
| 6  |   | CSH is the MM through Carlton Neighborhood Housing Development, Inc., its affiliate |   |                  |                        |                        |                    |                                       |
| 7  |   |   |   |                  |                        |                        |                    |                                       |
| 8  |   |   |   |                  |                        |                        |                    |                                       |
| 9  |   |   |   |                  |                        |                        |                    |                                       |
| 10 |   |   |   |                  |                        |                        |                    |                                       |
| 11 |   |   |   |                  |                        |                        |                    |                                       |
| 12 |   |   |   |                  |                        |                        |                    |                                       |
| 13 |   |   |   |                  |                        |                        |                    |                                       |
| 14 |   |   |   |                  |                        |                        |                    |                                       |
| 15 |   |   |   |                  |                        |                        |                    |                                       |
| 16 |   |   |   |                  |                        |                        |                    |                                       |
| 17 |   |   |   |                  |                        |                        |                    |                                       |
| 18 |   |   |   |                  |                        |                        |                    |                                       |
| 19 |   |   |   |                  |                        |                        |                    |                                       |
| 20 |   |   |   |                  |                        |                        |                    |                                       |
| 21 |   |   |   |                  |                        |                        |                    |                                       |
| 22 |   |   |   |                  |                        |                        |                    |                                       |
| 23 |   |   |   |                  |                        |                        |                    |                                       |
| 24 |   |   |   |                  |                        |                        |                    |                                       |
| 25 |   |   |   |                  |                        |                        |                    |                                       |
| 26 |   |   |   |                  |                        |                        |                    |                                       |
| 27 |   |   |   |                  |                        |                        |                    |                                       |
| 28 |   |   |   |                  |                        |                        |                    |                                       |
| 29 |   |   |   |                  |                        |                        |                    |                                       |
| 30 |   |   |   |                  |                        |                        |                    |                                       |
| 31 |   |   |   |                  |                        |                        |                    |                                       |
| 32 |   |   |   |                  |                        |                        |                    |                                       |
| 33 |   |   |   |                  |                        |                        |                    |                                       |
| 34 |   |   |   |                  |                        |                        |                    |                                       |
| 35 |   |   |   |                  |                        |                        |                    |                                       |
| 36 |   |   |   |                  |                        |                        |                    |                                       |
| 37 |   |   |   |                  |                        |                        |                    |                                       |
| 38 |   |   |   |                  |                        |                        |                    |                                       |
| 39 |   |   |   |                  |                        |                        |                    |                                       |
| 40 |   |   |   |                  |                        |                        |                    |                                       |

\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# **Tab E:**

Site Control Documentation & Most Recent Real  
Estate Tax Assessment (MANDATORY)

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement"), is made and entered into as of the 15th day of February, 2023, by and between **CH Mews Housing, LP**, a Virginia limited partnership ("Seller"), and **Northeast 11<sup>th</sup> Street Housing LLC**, a Virginia limited liability company ("Purchaser") and provides, as follows:

**FOR AND IN CONSIDERATION** of the mutual covenants set forth herein, and for the Deposit (as defined herein) and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby agree as follows:

**1. Property.** The Seller agrees to sell and convey to the Purchaser and the Purchaser agrees to purchase from the Seller, on the terms and conditions set forth herein, the real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference consisting of four parcels of land in the City of Charlottesville, Virginia, used for multifamily housing (the "Property"). The conveyance is subject to all covenants, easements, restrictions, reservations and matters of record affecting the Property.

**2. Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be the lesser of (a) the appraised value of the Property, from an appraisal ordered by Purchaser, or (b) the amount, at the time of the Settlement, equal to the payoff, together with all processing and release fees, of Seller's loans from the Virginia Housing Development Authority and the Department of Housing and Community Development. The estimated balance remaining on the loans is \$1,841,270 for the VHDA loan and \$685,000 for the DHCD loan, for an estimated Purchase Price of \$2,526,270. The Purchase Price shall be paid all in cash at Settlement, by wired funds.

**3. Deposit.** Purchaser shall deposit the sum of One Hundred and 00/100 Dollars (\$100.00) in cash with Seller (the "Deposit") immediately upon execution hereof. The Deposit and all interest earned thereon, if any, shall be (i) applied to the Purchase Price at Settlement (as defined herein) if Settlement occurs, or (ii) returned to Purchaser in the event of Seller's default or failure of a condition hereunder and termination of this Agreement in accordance with the terms hereof.

**4. "As Is" Conveyance of Property; No Warranties.** The Property shall be sold and conveyed "AS IS, WHERE IS" and title and possession shall be subject to:

(a) All present and future zoning, building and environmental laws, ordinances, codes, restrictions and regulations of any municipal, state, federal or other authority having jurisdiction over the Property, including, without limitation, any proffered conditions affecting the Property.

(b) The physical condition and state of repair of the Property as of the date of the Settlement; Purchaser hereby agrees to accept the Property and all features and components thereof "AS-IS, WHERE-IS". Seller hereby disclaims any and all warranties pertaining to the Property, including, without limitation, warranties of habitability, merchantability, marketability, development, use or fitness for a particular use, and Purchaser hereby releases and discharges Seller from any and all of such obligations, claims, demands and liabilities and from any and all obligations arising out of, resulting from or related to the Property, including but not limited to, any right or claims of contribution, arising out of, resulting from or related to the environmental status of the Property and the existence of hazardous waste, hazardous substances or petroleum products (or any other contamination) upon or within the Property.

(c) All covenants, agreements, restrictions and easements of record.

(d) The lien of all real estate taxes, whether or not due or payable, to be apportioned as of midnight of the day before Settlement.

(e) All presently existing and future violations of law or governmental ordinances, orders or requirements, whether or not now or hereafter noted or issued by any governmental office, department or authority.

**5. Examination of Title.** Purchaser shall, prior to Settlement, deliver a written statement of objections to any items reflected in a current title report of the Property that would make title uninsurable. In the event Purchaser does not furnish Seller with a written statement of objections prior to Settlement, Purchaser shall be deemed to have waived any and all objections to the status of title to the Property and shall be deemed to have approved all matters of record. In the event that Purchaser advises Seller of any objections as to the insurability of title, Seller shall have the right, but not the obligation, to cure any such objections. In the event Seller elects not to cure any such objections or attempts to cure same but is unable to cure such objections, Purchaser shall have the option to (i) waive said objections and to proceed with the purchase of the Property on the terms contained herein, or (ii) terminate this Agreement and have the Deposit returned to Purchaser. In the event Seller elects to cure any objections raised by Purchaser concerning said title, Seller shall have a reasonable period of time within which to cure such objections, and the Settlement date shall be extended accordingly. Title insurance endorsements shall be deemed satisfactory cure of any title and survey objections.

**6. Settlement.**

(a) **Time and Place.** Settlement of the purchase and sale of the Property shall occur on or before June 30, 2024 ("Settlement"). Settlement shall be made at the offices of Purchaser's title company or such other location as Purchaser may reasonably designate.

(b) **Purchaser's Deliveries.** At Settlement, the Purchaser shall pay to Seller the Purchase Price, which shall be payable by wire transfer of funds to Seller's account.

(c) **Seller's Deliveries.** Seller shall deliver the following to Purchaser in form and substance satisfactory to Purchaser: (i) a special warranty deed (the "Deed") conveying fee simple title to the Property, subject to all matters of record affecting the Property; (ii) an affidavit as typically required by Purchaser's title company; (iii) a Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986; and (iv) a Virginia Department of Taxation Form R-5 or R-5E, as applicable.

(d) **Costs.** The Seller shall pay the costs of preparing the Deed, one-half of any settlement fee charged by Purchaser's title company, and the Grantor's Tax thereon. The Purchaser shall pay for all transfer taxes for recording the Deed, one-half of any settlement fee charged by Purchaser's title company, the cost of recording any Deed of Trust and any UCC-1s and a lender's title insurance policy, the examination of title to the Property and all premiums charged by the Purchaser's title insurance company and the survey cost. Real estate taxes, rents, common area maintenance costs, utilities, assessments and any other related fees shall be prorated between Seller and Purchaser as of Settlement.

7. **Risk of Loss.** Risk of loss by reason of fire or other casualty or by exercise of the power of eminent domain shall remain on the Seller with respect to the Property until legal title to the Property is transferred to the Purchaser. If the Property is damaged by casualty or taken by exercise of the power of eminent domain prior to the transfer of the legal title thereto, the Purchaser may, at its option, either (i) terminate the obligation to purchase the Property (and receive a refund of the Deposit), or (ii) waive the foregoing right and proceed to purchase the Property as provided herein, in which event all insurance or condemnation proceeds, if any, payable to the Seller in connection with the casualty or taking shall be paid to the Purchaser.

8. **Seller's Inability to Convey Title.** In the event that Seller is unable to convey title in accordance with the terms of this Agreement for any reason whatsoever, Purchaser's sole remedy shall be to terminate this Agreement and receive a refund of the Deposit, in which event neither party shall have any further liability hereunder. Purchaser may, nevertheless, accept such title as Seller may be able to convey, without reduction of the purchase price and without any other liability on the part of Seller.

9. **Purchaser's Default.** In the event that Purchaser fails or refuses to perform its obligations hereunder, including failure to make any required payment hereunder and/or failure to purchase the Property by the date specified herein for Settlement, Seller shall be entitled without notice, to terminate this Agreement, retain the Deposit as liquidated damages as a reasonable approximation of its damages.

**10. Authority.** The undersigned persons executing and delivering this Agreement on behalf of Purchaser and Seller represent and certify that they have been fully empowered and authorized to do the same.

**11. Broker.** Each party hereunder represents and warrants that it did not consult or deal with any broker or agent, real estate or otherwise, with regard to this Agreement or the transactions contemplated hereby. Each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representations and warranties.

**12. Notices.** Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by hand by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed as follows:

For the Seller: CH Mews Housing, LP  
1001 East Market Street, Suite 102  
Charlottesville, VA 22902

For the Purchaser: Northeast 11<sup>th</sup> Street Housing LLC  
1001 East Market Street, Suite 102  
Charlottesville, VA 22902

**13. No Assignment.** Purchaser's rights and obligations hereunder may not be assigned or transferred without the prior written consent of Seller.

**14. Entire Agreement.** This Agreement contains the entire agreement between the Seller and the Purchaser relating to the Property and supersedes all prior and contemporaneous negotiations, agreements, written and oral, between Seller and Purchaser pertaining to the Property. This Agreement shall not be amended or modified and no waiver of any provision hereto shall be effective unless set forth in writing signed by the parties.

**15. Governing Law; Construction.**

(a) This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Virginia, and the terms and provisions hereof shall survive the Settlement, except as otherwise provided herein.

(b) All headings of sections of this Agreement are inserted for convenience only.



(c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

(d) The provisions of this Agreement are intended to be for the sole benefit of the parties hereto, and their respective successors and assigns.

(e) This Agreement shall be construed without regard to any presumption or rule requiring construction against the party responsible for the drafting of this Agreement.

**16. Survival.** The terms and conditions of this Agreement shall survive closing and the delivery of the Deed by Seller and the acceptance thereof by Purchaser.

**17. Exhibits.** This Agreement includes the following Exhibits:


Exhibit A - Description of the Property

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

**SELLER:**

**CH Mews Housing, LP**, a Virginia limited partnership

By: CSH Mews, Inc., a Virginia corporation, its  
General Partner

By:   
Name: James P. Cox, III  
Its: President

**PURCHASER:**

**Northeast 11<sup>th</sup> Street Housing LLC**, a Virginia  
limited liability company

By: Northeast 11<sup>th</sup> Street Housing Development Inc.,  
a Virginia corporation, its Managing Member

By:   
Name: James P. Cox, III  
Its: President

## **EXHIBIT "A" - PROPERTY DESCRIPTION**

402 11<sup>th</sup> Street NE  
Charlottesville, Virginia 22902

All that certain lot or parcel of land, located in the City of Charlottesville, Virginia, and more particularly described as "Parcel 107.2 as Shown on Tax Map 54, Being Lot 10A Woods Addition", on a plat made by Dominion Development Resources, LLC, dated July 5, 2006, recorded in the Clerk's Office of the Circuit Court of the City of Charlottesville, Virginia, in Deed Book 1106, page 619-622.

BEING the same property conveyed to CH Mews Housing, LP, a Virginia limited partnership by deed from Neighborhood Investments LLC, a Virginia limited liability company and Richard T. Spurzem dated August 8, 2005, recorded August 18, 2005 in the Clerk's Office, Circuit Court, City of Charlottesville, Virginia in Deed Book 1043, page 559.

# City of Charlottesville, Virginia

402 11TH ST NE

## Base Information

|                       |                              |                          |                           |
|-----------------------|------------------------------|--------------------------|---------------------------|
| <b>Parcel Number:</b> | 540107200                    | <b>Current Owner:</b>    | CH MEWS HOUSING, LP       |
| <b>State Code:</b>    | 3.0 Multi-Family             | <b>Attention:</b>        | No Data                   |
| <b>Tax Type:</b>      | Taxable                      | <b>Owner Address:</b>    | 1001 E MARKET ST STE #102 |
| <b>Zone:</b>          | R-3                          | <b>Owner City State:</b> | CHARLOTTESVILLE VA        |
| <b>Acreage:</b>       | 1.0000                       | <b>Owner Zip Code:</b>   | 22902                     |
| <b>Legal:</b>         | LOTS 10A,5 & PAR X WOODS ADD |                          |                           |

## Additional Data

|                                |                  |
|--------------------------------|------------------|
| <b>Elementary School Zone:</b> | 540107200        |
| <b>Voting Precinct:</b>        | 3.0 Multi-Family |
| <b>Neighborhood:</b>           | Taxable          |

## Stormwater Utility Information

|   |                |
|---|----------------|
| <b>Impervious Area:</b>                         | 55             |
| <b>Billing Units:</b>                           | 27,256 sq. ft. |
| <b>Projected Stormwater Utility Annual Fee:</b> | \$792.00       |



## Commercial Details

|  |
|--|
|  |
|--|

**Commercial Details**

|                        |                          |
|------------------------|--------------------------|
| <b>Use Code:</b>       | Apartments over 20 units |
| <b>Year Built:</b>     | 1972                     |
| <b>Gross Area:</b>     | 18024                    |
| <b>Story Height:</b>   | 12.00                    |
| <b>No. of Stories:</b> | 3.00                     |

**Additions**

| <b>Type</b> | <b>Description:</b> | <b>Area:</b> | <b>Year Built:</b> |
|-------------|---------------------|--------------|--------------------|
| Addition    | First Floor         | 18024        | No Data            |

**Ownership History**

| <b>Date of Sale</b> | <b>Sale Price</b> | <b>Owner Name</b>                     | <b>Book</b> |
|---------------------|-------------------|---------------------------------------|-------------|
| 8/18/2005           | \$1,955,000.00    | CH MEWS HOUSING, LP                   | 1043:559    |
| 4/23/2001           | \$0.00            | SPURZEM, RICHARD T                    | 806:600     |
| 3/1/1999            | \$650,000.00      | DOWNER, ROBERT TR-VA<br>HOUSING LD TR | 747:50      |
| 6/23/1967           | \$25,000.00       | STEVENSON, WILLIAM W                  | 289:160     |

**Assessment History**

| <b>Year</b> | <b>Land Value</b> | <b>Improvement Value</b> | <b>Total Value</b> |
|-------------|-------------------|--------------------------|--------------------|
| 2023        | \$768,000.00      | \$3,911,700.00           | \$4,679,700.00     |
| 2022        | \$768,000.00      | \$3,521,700.00           | \$4,289,700.00     |
| 2021        | \$768,000.00      | \$3,356,700.00           | \$4,124,700.00     |
| 2020        | \$768,000.00      | \$3,236,600.00           | \$4,004,600.00     |
| 2019        | \$768,000.00      | \$2,928,500.00           | \$3,696,500.00     |
| 2018        | \$768,000.00      | \$2,799,800.00           | \$3,567,800.00     |
| 2017        | \$768,000.00      | \$2,609,100.00           | \$3,377,100.00     |
| 2016        | \$534,500.00      | \$2,496,600.00           | \$3,031,100.00     |
| 2015        | \$464,800.00      | \$2,377,700.00           | \$2,842,500.00     |
| 2014        | \$455,700.00      | \$2,331,100.00           | \$2,786,800.00     |
| 2013        | \$455,700.00      | \$2,331,100.00           | \$2,786,800.00     |
| 2012        | \$406,900.00      | \$2,081,300.00           | \$2,488,200.00     |
| 2011        | \$406,900.00      | \$1,945,100.00           | \$2,352,000.00     |
| 2010        | \$406,900.00      | \$1,945,100.00           | \$2,352,000.00     |
| 2009        | \$406,900.00      | \$1,945,100.00           | \$2,352,000.00     |
| 2008        | \$406,900.00      | \$1,945,100.00           | \$2,352,000.00     |
| 2007        | \$406,900.00      | \$1,945,100.00           | \$2,352,000.00     |
| 2006        | \$358,300.00      | \$790,700.00             | \$1,149,000.00     |
| 2005        | \$298,600.00      | \$790,700.00             | \$1,089,300.00     |
| 2004        | \$257,500.00      | \$626,000.00             | \$883,500.00       |

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes allrisk for the inaccuracy thereof, as City of Charlottesville expressly disclaims any liability for loss or damage arising from the use of said information by anythird party.

|      |              |              |              |
|------|--------------|--------------|--------------|
| 2003 | \$245,200.00 | \$607,800.00 | \$853,000.00 |
| 2002 | \$234,600.00 | \$586,400.00 | \$821,000.00 |
| 2001 | \$208,500.00 | \$573,200.00 | \$781,700.00 |
| 2000 | \$189,500.00 | \$540,000.00 | \$729,500.00 |
| 1999 | \$156,100.00 | \$333,400.00 | \$489,500.00 |
| 1998 | \$151,600.00 | \$483,500.00 | \$635,100.00 |
| 1997 | \$138,500.00 | \$496,600.00 | \$635,100.00 |



# **Tab F:**

RESNET Rater Certification (MANDATORY)



## RESNET Rater Certification of Development Plans

Deal Name \_\_\_\_\_

Deal Address \_\_\_\_\_

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP). In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

**\*\*\* Please note that this may cause the Application to be ineligible for credits. The Requirements apply to any new, adaptive reuse or rehabilitated development (including those serving elderly and/or physically disabled households).**

### In addition provide HERS rating documentation as specified in the manual

\_\_\_\_\_ **New Construction** – EnergyStar Certification

The development's design meets the criteria for the EnergyStar certification. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide EnergyStar Certification to Virginia Housing.

\_\_\_\_\_ **Rehabilitation** – 30% performance increase over existing, based on HERS Index;

**Or Must evidence a HERS Index of 80 or better**

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

\_\_\_\_\_ **Adaptive Reuse** – Must evidence a HERS Index of 95 or better.

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

### Additional Optional Certifications

I certify that the development's plans and specifications incorporate all items for the certification as indicated below, and I am a certified verifier of said certification. In the event the plans and specifications do not include requirements to obtain the certification, then those requirements still must be met, even though the application is accepted for credits. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide Certification to Virginia Housing.

\_\_\_\_\_ **Earthcraft Certification** – The development's design meets the criteria to obtain Viridian's EarthCraft Multifamily program Gold certification or higher.

\_\_\_\_\_ **LEED Certification** – The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.





**Project Name:** Northeast 11th Street Housing  
**Construction Type:** Renovation  
**Energy Efficiency Path:** 30% improvement

| Unit Type                           | Quantity | Baseline HERS | Projected HERS | % Improvement |
|-------------------------------------|----------|---------------|----------------|---------------|
| A1 Bottom                           | 8        | 91            | 72             | 20.9%         |
| A2 Mid                              | 6        | 90            | 65             | 27.8%         |
| A2 Top                              | 6        | 85            | 65             | 23.5%         |
| A3 Int Mid                          | 2        | 91            | 65             | 28.6%         |
| A3 Int Top                          | 2        | 87            | 64             | 26.4%         |
| B1, B3, B4 Bottom                   | 3        | 80            | 72             | 10.0%         |
| B5, B7 Mid                          | 6        | 70            | 62             | 11.4%         |
| B5, B7 Top                          | 3        | 79            | 62             | 21.5%         |
| B2 Bottom                           | 1        | 76            | 69             | 9.2%          |
| B2 Mid                              | 2        | 70            | 62             | 11.4%         |
| B2 Top                              | 1        | 78            | 62             | 20.5%         |
| <b>Weighted Average for Project</b> |          | <b>83</b>     | <b>66</b>      | <b>20.5%</b>  |

### Home Energy Rating Certificate

Projected Report Based on Plans  
Rating Date: 2023-03-10  
Registry ID: dkmVRNkV  
Ekotrope ID: dkmVRNkV

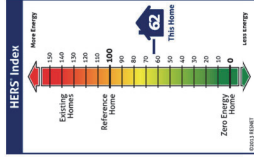
#### HERS® Index Score:

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

**62**

#### Your Home's Estimated Energy Use:

| Use (MBtu)              | Annual Cost    |
|-------------------------|----------------|
| Heating                 | \$213          |
| Cooling                 | \$52           |
| Hot Water               | \$182          |
| Lights/Appliances       | \$477          |
| Service Charges         | \$96           |
| Generation (e.g. Solar) | \$0            |
| <b>Total:</b>           | <b>\$1,020</b> |



#### Home Feature Summary:

Home Type: Apartment, end unit  
 Model: B5, B7 Top Level - Post Reno  
 Community: Northeast 11th Street Housing  
 Conditioned Floor Area: 736 ft²  
 Number of Bedrooms: 1  
 Primary Heating System: Air Sources Heat Pump - Electric - 8.5 SEER  
 Primary Cooling System: Air Sources Heat Pump - Electric - 15 SEER  
 Primary Water Heating: Residential Water Heater - Electric - 0.92 UEF  
 House Tightness: 9 ACH50  
 Ventilation: 40 CFM • 23 Watts  
 Duct Leakage to Outside: 10 CFM25 / 100 ft²  
 Above Grade Walls: R-19  
 Ceiling: Attic R-41  
 Window Type: N/A  
 Foundation Walls: N/A  
 Framed Floor: R-19

#### Rating Completed by:

Energy Rater: Stacey Smith  
 RESNET ID: 2279319  
 Rating Company: Validant  
 1431 W. Main Street, Richmond, VA 23220

#### Rating Provider:

Validant  
 1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
 Digitally signed: 31/14/23 at 11:02 AM



The Energy Rating Decisions for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

### Home Energy Rating Certificate

Projected Report Based on Plans  
Rating Date: 2023-03-10  
Registry ID: dqb3ax72  
Ekotrope ID: dqb3ax72

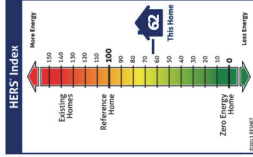
#### HERS® Index Score:

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

**62**

#### Your Home's Estimated Energy Use:

| Use (MBtu)              | Annual Cost  |
|-------------------------|--------------|
| Heating                 | \$194        |
| Cooling                 | \$50         |
| Hot Water               | \$182        |
| Lights/Appliances       | \$474        |
| Service Charges         | \$96         |
| Generation (e.g. Solar) | \$0          |
| <b>Total:</b>           | <b>\$996</b> |



#### Home Feature Summary:

Home Type: Apartment, end unit  
 Model: B2 Top Floor - Post Reno  
 Community: Northeast 11th Street Housing  
 Conditioned Floor Area: 700 ft²  
 Number of Bedrooms: 1  
 Primary Heating System: Air Sources Heat Pump - Electric - 8.5 SEER  
 Primary Cooling System: Air Sources Heat Pump - Electric - 15 SEER  
 Primary Water Heating: Residential Water Heater - Electric - 0.92 UEF  
 House Tightness: 9 ACH50  
 Ventilation: 40 CFM • 23 Watts  
 Duct Leakage to Outside: 10 CFM25 / 100 ft²  
 Above Grade Walls: R-19  
 Ceiling: Attic R-41  
 Window Type: N/A  
 Foundation Walls: N/A  
 Framed Floor: R-19

#### Rating Completed by:

Energy Rater: Stacey Smith  
 RESNET ID: 2279319  
 Rating Company: Validant  
 1431 W. Main Street, Richmond, VA 23220

#### Rating Provider:

Validant  
 1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
 Digitally signed: 31/14/23 at 11:02 AM



The Energy Rating Decisions for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

### Home Energy Rating Certificate

Projected Report Based on Plans  
Rating Date: 2023-03-10  
Registry ID: dNBIZKId  
Ekotrope ID: dNBIZKId

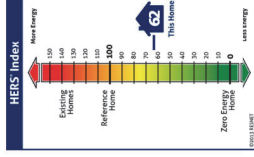
#### HERS® Index Score:

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

**62**

#### Your Home's Estimated Energy Use:

| Use (MBtu)              | Annual Cost    |
|-------------------------|----------------|
| Heating                 | \$199          |
| Cooling                 | \$50           |
| Hot Water               | \$182          |
| Lights/Appliances       | \$477          |
| Service Charges         | \$96           |
| Generation (e.g. Solar) | \$0            |
| <b>Total:</b>           | <b>\$1,004</b> |



#### Home Feature Summary:

Home Type: Apartment, end unit  
 Model: B5, B7 Mid Level - Post Reno  
 Community: Northeast 11th Street Housing  
 Conditioned Floor Area: 736 ft²  
 Number of Bedrooms: 1  
 Primary Heating System: Air Sources Heat Pump - Electric - 8.5 SEER  
 Primary Cooling System: Air Sources Heat Pump - Electric - 15 SEER  
 Primary Water Heating: Residential Water Heater - Electric - 0.92 UEF  
 House Tightness: 9 ACH50  
 Ventilation: 40 CFM • 23 Watts  
 Duct Leakage to Outside: 10 CFM25 / 100 ft²  
 Above Grade Walls: R-19  
 Ceiling: Adiabatic R-13  
 Window Type: N/A  
 Foundation Walls: N/A  
 Framed Floor: R-19

#### Rating Completed by:

Energy Rater: Stacey Smith  
 RESNET ID: 2279319  
 Rating Company: Validant  
 1431 W. Main Street, Richmond, VA 23220

#### Rating Provider:

Validant  
 1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
 Digitally signed: 31/14/23 at 11:02 AM



The Energy Rating Decisions for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

### Home Energy Rating Certificate

Projected Report Based on Plans  
Rating Date: 2023-03-10  
Registry ID: 25YJAEqZ  
Ekotrope ID: 25YJAEqZ

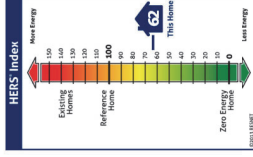
#### HERS® Index Score:

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

**62**

#### Your Home's Estimated Energy Use:

| Use (MBtu)              | Annual Cost  |
|-------------------------|--------------|
| Heating                 | \$180        |
| Cooling                 | \$48         |
| Hot Water               | \$182        |
| Lights/Appliances       | \$474        |
| Service Charges         | \$96         |
| Generation (e.g. Solar) | \$0          |
| <b>Total:</b>           | <b>\$980</b> |



#### Home Feature Summary:

Home Type: Apartment, end unit  
 Model: B2 Mid Floor - Post Reno  
 Community: Northeast 11th Street Housing  
 Conditioned Floor Area: 700 ft²  
 Number of Bedrooms: 1  
 Primary Heating System: Air Sources Heat Pump - Electric - 8.5 SEER  
 Primary Cooling System: Air Sources Heat Pump - Electric - 15 SEER  
 Primary Water Heating: Residential Water Heater - Electric - 0.92 UEF  
 House Tightness: 9 ACH50  
 Ventilation: 40 CFM • 23 Watts  
 Duct Leakage to Outside: 10 CFM25 / 100 ft²  
 Above Grade Walls: R-19  
 Ceiling: Adiabatic R-13  
 Window Type: N/A  
 Foundation Walls: N/A  
 Framed Floor: R-19

#### Rating Completed by:

Energy Rater: Stacey Smith  
 RESNET ID: 2279319  
 Rating Company: Validant  
 1431 W. Main Street, Richmond, VA 23220

#### Rating Provider:

Validant  
 1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
 Digitally signed: 31/14/23 at 11:02 AM



The Energy Rating Decisions for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

## Home Energy Rating Certificate

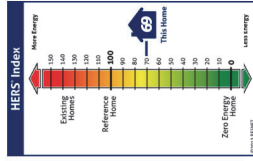
Projected Report  
Based on Plans

**HERS® Index Score:** Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

**69** **\$774**  
\*Relative to an average U.S. home

### Your Home's Estimated Energy Use:

| Use (MBtu)              | Annual Cost    |
|-------------------------|----------------|
| Heating                 | \$264          |
| Cooling                 | \$46           |
| Hot Water               | \$183          |
| Lights/Appiances        | \$474          |
| Service Charges         | \$96           |
| Generation (e.g. Solar) | \$0            |
| <b>Total:</b>           | <b>\$1,061</b> |



### Home Feature Summary:

Home Type: Apartment, end unit  
Model: B2 First Floor - Post Reno  
Community: Northeast 11th Street Housing  
Conditioned Floor Area: 700 ft<sup>2</sup>  
Number of Bedrooms: 1  
Primary Cooling System: Air Source Heat Pump - Electric - 8.5 SEER  
Primary Heating System: Air Source Heat Pump - Electric - 15 SEER  
Primary Water Heating: Residential Water Heater - Electric - 0.92 UEF  
House Tightness: 9 ACH50  
Ventilation: 40 CFM • 23 Watts  
Duct Leakage to Outside: 10 CFM25 / 100 ft<sup>2</sup>  
Above Grade Walls: R-8  
Ceiling: Adiabatic, R-13  
Window Type: N/A  
Foundation Walls: N/A  
Framed Floor: N/A

### Rating Completed by:

Energy Rater: Stacy Smith  
RESNET ID: 2279319  
Rating Company: Validant  
1431 W. Main Street, Richmond, VA 23220

Billing Provider: Validant  
1431 W. Main Street, Richmond, VA 23220



Stacy Smith, Certified Energy Rater  
Digitally signed: 31/14/23 at 11:02 AM



The Energy Rating Disclosure for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

## Home Energy Rating Certificate

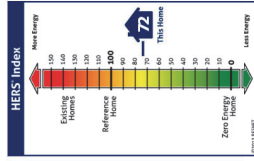
Projected Report  
Based on Plans

**HERS® Index Score:** Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

**72** **\$775**  
\*Relative to an average U.S. home

### Your Home's Estimated Energy Use:

| Use (MBtu)              | Annual Cost    |
|-------------------------|----------------|
| Heating                 | \$343          |
| Cooling                 | \$46           |
| Hot Water               | \$183          |
| Lights/Appiances        | \$477          |
| Service Charges         | \$96           |
| Generation (e.g. Solar) | \$0            |
| <b>Total:</b>           | <b>\$1,145</b> |



### Home Feature Summary:

Home Type: Apartment, end unit  
Model: A1 First Floor Post  
Community: Northeast 11th Street Housing  
Conditioned Floor Area: 736 ft<sup>2</sup>  
Number of Bedrooms: 1  
Primary Cooling System: Air Source Heat Pump - Electric - 8.5 SEER  
Primary Heating System: Air Source Heat Pump - Electric - 15 SEER  
Primary Water Heating: Residential Water Heater - Electric - 0.92 UEF  
House Tightness: 9 ACH50  
Ventilation: 40 CFM • 23 Watts  
Duct Leakage to Outside: 10 CFM25 / 100 ft<sup>2</sup>  
Above Grade Walls: R-8  
Ceiling: Adiabatic, R-13  
Window Type: N/A  
Foundation Walls: N/A  
Framed Floor: N/A

### Rating Completed by:

Energy Rater: Stacy Smith  
RESNET ID: 2279319  
Rating Company: Validant  
1431 W. Main Street, Richmond, VA 23220

Billing Provider: Validant  
1431 W. Main Street, Richmond, VA 23220



Stacy Smith, Certified Energy Rater  
Digitally signed: 31/14/23 at 11:02 AM



The Energy Rating Disclosure for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

## Home Energy Rating Certificate

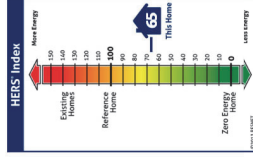
Projected Report  
Based on Plans

**HERS® Index Score:** Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

**65** **\$824**  
\*Relative to an average U.S. home

### Your Home's Estimated Energy Use:

| Use (MBtu)              | Annual Cost    |
|-------------------------|----------------|
| Heating                 | \$227          |
| Cooling                 | \$52           |
| Hot Water               | \$182          |
| Lights/Appiances        | \$477          |
| Service Charges         | \$96           |
| Generation (e.g. Solar) | \$0            |
| <b>Total:</b>           | <b>\$1,034</b> |



### Home Feature Summary:

Home Type: Apartment, end unit  
Model: A2 Mid Level - Post Reno  
Community: Northeast 11th Street Housing  
Conditioned Floor Area: 736 ft<sup>2</sup>  
Number of Bedrooms: 1  
Primary Cooling System: Air Source Heat Pump - Electric - 8.5 SEER  
Primary Heating System: Air Source Heat Pump - Electric - 15 SEER  
Primary Water Heating: Residential Water Heater - Electric - 0.92 UEF  
House Tightness: 9 ACH50  
Ventilation: 40 CFM • 23 Watts  
Duct Leakage to Outside: 10 CFM25 / 100 ft<sup>2</sup>  
Above Grade Walls: R-13  
Ceiling: Adiabatic, R-13  
Window Type: N/A  
Foundation Walls: N/A  
Framed Floor: R-13

### Rating Completed by:

Energy Rater: Stacy Smith  
RESNET ID: 2279319  
Rating Company: Validant  
1431 W. Main Street, Richmond, VA 23220

Billing Provider: Validant  
1431 W. Main Street, Richmond, VA 23220



Stacy Smith, Certified Energy Rater  
Digitally signed: 31/14/23 at 11:02 AM



The Energy Rating Disclosure for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

## Home Energy Rating Certificate

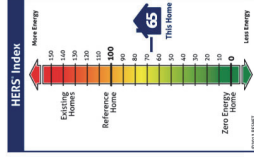
Projected Report  
Based on Plans

**HERS® Index Score:** Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

**65** **\$844**  
\*Relative to an average U.S. home

### Your Home's Estimated Energy Use:

| Use (MBtu)              | Annual Cost    |
|-------------------------|----------------|
| Heating                 | \$237          |
| Cooling                 | \$54           |
| Hot Water               | \$182          |
| Lights/Appiances        | \$477          |
| Service Charges         | \$96           |
| Generation (e.g. Solar) | \$0            |
| <b>Total:</b>           | <b>\$1,046</b> |



### Home Feature Summary:

Home Type: Apartment, end unit  
Model: A2 Top Level - Post Reno  
Community: Northeast 11th Street Housing  
Conditioned Floor Area: 736 ft<sup>2</sup>  
Number of Bedrooms: 1  
Primary Cooling System: Air Source Heat Pump - Electric - 8.5 SEER  
Primary Heating System: Air Source Heat Pump - Electric - 15 SEER  
Primary Water Heating: Residential Water Heater - Electric - 0.92 UEF  
House Tightness: 9 ACH50  
Ventilation: 40 CFM • 23 Watts  
Duct Leakage to Outside: 10 CFM25 / 100 ft<sup>2</sup>  
Above Grade Walls: R-13  
Ceiling: Attic, R-41  
Window Type: N/A  
Foundation Walls: N/A  
Framed Floor: R-13

### Rating Completed by:

Energy Rater: Stacy Smith  
RESNET ID: 2279319  
Rating Company: Validant  
1431 W. Main Street, Richmond, VA 23220

Billing Provider: Validant  
1431 W. Main Street, Richmond, VA 23220



Stacy Smith, Certified Energy Rater  
Digitally signed: 31/14/23 at 11:02 AM



The Energy Rating Disclosure for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.



### Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-10  
Registry ID:  
Ektrope ID: 25YJA6p2

### HERS® Index Score:

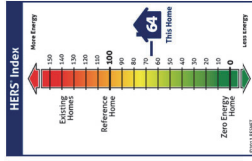
**64** Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

Home: 402 11th Street NE  
VA 22902  
Builder:

This home meets or exceeds the criteria of the following:

### Your Home's Estimated Energy Use:

| Use (MBtu)              | Annual Cost    |
|-------------------------|----------------|
| Heating                 | \$210          |
| Cooling                 | \$52           |
| Hot Water               | \$185          |
| Lights/Appliances       | \$494          |
| Service Charges         | \$96           |
| Generation (e.g. Solar) | \$0            |
| <b>Total:</b>           | <b>\$1,037</b> |



### Home Feature Summary:

Home Type: Apartment, inside unit  
 Model: A3 Top Level - Post Reno  
 Community: Northeast 11th Street Housing  
 Conditioned Floor Area: 831 ft²  
 Number of Bedrooms: 1  
 Primary Cooling System: Electric • 8.5 SEER  
 Primary Heating System: Air Source Heat Pump • Electric • 15 SEER  
 Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF  
 House Tightness: 9 ACH50  
 Ventilation: 40 CFM • 23 Watts  
 Duct Leakage to Outside: 10 CFM25 / 100 ft²  
 Above Grade Walls: R-13  
 Ceiling: Attic, R-49  
 Window Type: N/A  
 Foundation Walls: N/A  
 Framed Floor: R-13

### Rating Completed by:

Energy Rater: Stacey Smith  
 RESNET ID: 2279319  
 Rating Company: Vidiant  
 1431 W. Main Street, Richmond, VA 23220  
 Rating Provider: Vidiant  
 1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater  
 Digitally signed: 31/14/23 at 11:02 AM



The Energy Rating Disclosure for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

### Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-10  
Registry ID:  
Ektrope ID: dNBZP7d

### HERS® Index Score:

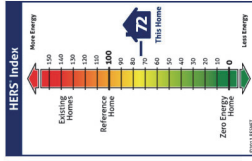
**775** Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

Home: 402 11th Street NE  
VA 22902  
Builder:

This home meets or exceeds the criteria of the following:

### Your Home's Estimated Energy Use:

| Use (MBtu)              | Annual Cost    |
|-------------------------|----------------|
| Heating                 | \$343          |
| Cooling                 | \$46           |
| Hot Water               | \$183          |
| Lights/Appliances       | \$477          |
| Service Charges         | \$96           |
| Generation (e.g. Solar) | \$0            |
| <b>Total:</b>           | <b>\$1,145</b> |



### Home Feature Summary:

Home Type: Apartment, end unit  
 Model: B1, B3, B4 First Floor - Post  
 Community: Northeast 11th Street Housing  
 Conditioned Floor Area: 736 ft²  
 Number of Bedrooms: 1  
 Primary Cooling System: Air Source Heat Pump • Electric • 8.5 SEER  
 Primary Heating System: Air Source Heat Pump • Electric • 15 SEER  
 Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF  
 House Tightness: 9 ACH50  
 Ventilation: 40 CFM • 23 Watts  
 Duct Leakage to Outside: 10 CFM25 / 100 ft²  
 Above Grade Walls: R-8  
 Ceiling: Adiabatic, R-13  
 Window Type: N/A  
 Foundation Walls: N/A  
 Framed Floor: R-13

### Rating Completed by:

Energy Rater: Stacey Smith  
 RESNET ID: 2279319  
 Rating Company: Vidiant  
 1431 W. Main Street, Richmond, VA 23220  
 Rating Provider: Vidiant  
 1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater  
 Digitally signed: 31/14/23 at 11:02 AM



The Energy Rating Disclosure for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

### Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-10  
Registry ID:  
Ektrope ID: LZg64Nld

### HERS® Index Score:

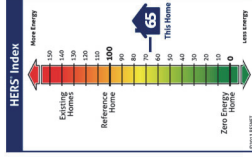
**\$823** Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

Home: 402 11th Street NE  
VA 22902  
Builder:

This home meets or exceeds the criteria of the following:

### Your Home's Estimated Energy Use:

| Use (MBtu)              | Annual Cost    |
|-------------------------|----------------|
| Heating                 | \$195          |
| Cooling                 | \$51           |
| Hot Water               | \$185          |
| Lights/Appliances       | \$494          |
| Service Charges         | \$96           |
| Generation (e.g. Solar) | \$0            |
| <b>Total:</b>           | <b>\$1,020</b> |



### Home Feature Summary:

Home Type: Apartment, inside unit  
 Model: A3 Mid Level - Post Reno  
 Community: Northeast 11th Street Housing  
 Conditioned Floor Area: 831 ft²  
 Number of Bedrooms: 1  
 Primary Cooling System: Electric • 8.5 SEER  
 Primary Heating System: Air Source Heat Pump • Electric • 15 SEER  
 Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF  
 House Tightness: 9 ACH50  
 Ventilation: 40 CFM • 23 Watts  
 Duct Leakage to Outside: 10 CFM25 / 100 ft²  
 Above Grade Walls: R-13  
 Ceiling: Adiabatic, R-13  
 Window Type: N/A  
 Foundation Walls: R-13  
 Framed Floor: R-13

### Rating Completed by:

Energy Rater: Stacey Smith  
 RESNET ID: 2279319  
 Rating Company: Vidiant  
 1431 W. Main Street, Richmond, VA 23220  
 Rating Provider: Vidiant  
 1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater  
 Digitally signed: 31/14/23 at 11:02 AM



The Energy Rating Disclosure for this home is available from the Approved Rating Provider. This report does not constitute any warranty or guarantee.

# **Tab G:**

Zoning Certification Letter (MANDATORY)

**Zoning Certification**

**Date** \_\_\_\_\_

**To** Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: JD Bondurant

**RE:** ZONING CERTIFICATION

Name of Development \_\_\_\_\_

Name of Owner/Applicant \_\_\_\_\_

Name of Seller/Current Owner \_\_\_\_\_

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by Virginia Housing solely for the purpose of determining whether the Development qualifies for credits available under Virginia Housing’s Qualified Allocation Plan.

**Development Description:**

Development Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Legal Description

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1043, page 559.

Proposed Improvements

- New Construction: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.
- Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.



## Appendices continued

Current Zoning: \_\_\_\_\_ allowing a density of \_\_\_\_\_ units per acre, and the following other applicable conditions:

\_\_\_\_\_  
\_\_\_\_\_

Other Descriptive Information

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Local Certification

Check one of the following as appropriate:

- The zoning for the proposed development described above is proper for the proposed residential development. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.
- The development described above is an approved non-conforming use. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.

Date \_\_\_\_\_

**form transcribed on attached letterhead**

Signature \_\_\_\_\_

Craig Fabio

Printed Name \_\_\_\_\_

Assistant Zoning Administrator

Title of Local Official or Civil Engineer \_\_\_\_\_

434-970-3182

Phone \_\_\_\_\_

### Notes to Locality

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please call the Tax Credit Allocation Department at 804-343-5518.

# CITY OF CHARLOTTESVILLE

“A World Class City”

Neighborhood Development Services  
610 East Market Street  
Charlottesville, VA 22902  
Telephone 434-970-3182  
Fax 434-970-3359



March 14, 2023

Virginia Housing  
601 Belvidere Street  
Richmond, Virginia 23220  
Attention: JD Bondurant

## Re: Zoning Certification

Development: Northeast 11<sup>th</sup> Street Housing

Owner/Applicant: Northeast 11<sup>th</sup> Street Housing LLC/Community Services Housing

Seller/Current Owner: CH Mews Housing, LP/Community Services Housing

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the existing Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by Virginia Housing solely for the purposes of determining whether the Development qualifies for credits available under Virginia Housing's Qualified Allocation Plan.

## Development Description:

Development Address: 402 11<sup>th</sup> Street NE, Charlottesville, VA 22902

## Legal Description:

All that certain lot or parcel of land, located in the City of Charlottesville, Virginia, and more particularly described as "Parcel 107.2 as Shown on Tax Map 54, Being Lot 10A Wood Addition", on a plat made by Dominion Development Resources, LLC, dated July 5, 2006, recorded in the Clerk's Office of the Circuit Court of the City of Charlottesville, Virginia, in Deed Book 1106, page 619-622. BEING the same property conveyed to CH Mews Housing, LP, a Virginia limited partnership by deed from Neighborhood Investments LLC, a Virginia limited liability company and Richard T. Spurzem dated August 8, 2005, recorded August 18, 2005 in the Clerk's Office, Circuit Court, City of Charlottesville, Virginia in Deed Book 1043, page 559.

## Proposed Improvements:

Rehabilitation:            40 Units            3 Buildings            30,042 Approx. Total Area Sq. Ft.

Current Zoning: R-3 Allowing a density of up to 21 units per acre by-right, up to 87 via Special Use Permit.

## Other Descriptive Information:

Rehabilitation of The Mews Apartments. Scope of Work includes accessibility improvements, energy efficiency upgrades, and upgrades to building systems.

## Local Certification:

The zoning for the development described above is proper for the proposed residential development. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.

Thank you,

Craig A. Fabio

Asst. Zoning Administrator, City of Charlottesville  
On behalf of Read Brodhead, Zoning Administrator

# **Tab H:**

Attorney's Opinion (MANDATORY)



Date: March 16, 2023

To: Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development: Northeast 11<sup>th</sup> Street Housing  
Name of Owner: Northeast 11<sup>th</sup> Street Housing LLC

Ladies and Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 16, 2023 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.
8. It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.
9. After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

**This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.**

**McCandlish Holton PC**

\_\_\_\_\_  
Firm Name

By:



\_\_\_\_\_  
Peter L. Henderer, VSB # 40994

Its:

\_\_\_\_\_  
Director

(Title)

# Tab I:

## Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: The following documents need not be submitted unless requested by Virginia Housing:

- Nonprofit Articles of Incorporation
- IRS Documentation of Nonprofit Status
- Joint Venture Agreement (if applicable)
- For-profit Consulting Agreement (if applicable)

## Nonprofit Questionnaire

Part II, 13VAC10-180-60, of the Qualified Allocation Plan (the “Plan”) of the Virginia Housing Development Authority (the “Authority”) for the allocation of federal low income housing tax credits (“Credits”) available under §42 of the Internal Revenue Code, as amended (the “Code”) establishes certain requirements for receiving credits from the nonprofit pool established under the Plan and assigning points for participation of a nonprofit organization in the development of qualified low-income housing.

Answers to the following questions will be used by the Authority in its evaluation of whether or not an applicant meets such requirements. Attach additional sheets as necessary to complete each question.

### 1. General Information

- a. Name of development \_\_\_\_\_
- b. Name of owner/applicant \_\_\_\_\_
- c. Name of nonprofit entity \_\_\_\_\_
- d. Address of principal place of business of nonprofit entity  
\_\_\_\_\_  
\_\_\_\_\_

Indicate funding sources and amount used to pay for office space

- e. Tax exempt status     501(c)(3)     501(c)(4)     501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) \_\_\_\_\_  
Evidenced by the following documentation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) \_\_\_\_\_
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- i. Expected life (in years) of nonprofit \_\_\_\_\_

j. Explain the anticipated future activities of the nonprofit over the next five years:

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k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? \_\_\_\_\_

How many part time, paid staff members? \_\_\_\_\_

Describe the duties of all staff members:

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l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?

YES  NO If yes, explain in detail: \_\_\_\_\_

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m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?

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n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.

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o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses \_\_\_\_\_

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**2. Nonprofit Formation**

a. Explain in detail the genesis of the formation of the nonprofit: \_\_\_\_\_

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b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?

YES    NO   If yes, explain in detail: \_\_\_\_\_

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c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the nonprofit?

YES    NO   If yes, explain in detail: \_\_\_\_\_

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d. Does any for-profit organization or local housing authority have the right to make such appointments?

YES    NO   If yes, explain in detail: \_\_\_\_\_

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e. Does any for profit organization or local housing authority have any other affiliation with the nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to exercise any other type of control?

YES    NO   If yes, explain in detail: \_\_\_\_\_

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f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?

YES    NO

g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) \_\_\_\_\_

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h. If you included in your answer to the previous question information concerning any related nonprofit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit.

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**3. Nonprofit Involvement**

a. Is the nonprofit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in §42(i)(1) of the Code)?

YES     NO

(i) Will the nonprofit own at least 10% of the general partnership/owning entity?

YES     NO

(ii) Will the nonprofit own 100% of the general partnership interest/owning entity?

YES     NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest

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b. (i) Will the nonprofit be the managing member or managing general partner?

YES     NO    If yes, where in the partnership/operating agreement is this provision specifically referenced?

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(ii) Will the nonprofit be the managing member or own more than 50% of the general partnership interest?     YES     NO

c. Will the nonprofit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?  YES  NO

If yes, where in the partnership/operating agreement is this provision specifically referenced?

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Recordable agreement attached to the Tax Credit Application as TAB V?

If no at the end of the compliance period explain how the disposition of the assets will be structured:

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d. Is the nonprofit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

YES  NO If yes,

(i) Describe the nature and extent of the nonprofit's proposed involvement in the construction or rehabilitation of the Development:

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(ii) Describe the nature and extent of the nonprofit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

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(iii) Will the nonprofit invest in its overall interaction with the development more than 500 hours annually to this venture?  YES  NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :

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e. Explain how the idea for the proposed development was conceived. For example, was it in response to a need identified by a local neighborhood group? Local government? Board member? Housing needs study? Third party consultant? Other?

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f. List all general partners/managing members of the Owner of the Development (one must be the nonprofit) and the relative percentages of their interests:

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g. If this is a joint venture, (i.e. the nonprofit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

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h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?  YES  NO If yes,

(i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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(ii) Explain how this relationship was established. For example, did the nonprofit solicit proposals from several for-profits? Did the for-profit contact the nonprofit and offer the services?

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i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services?  YES  NO If yes, explain the amount and source of the funds for such payments.

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j. Will any portion of the developer's fee which the nonprofit expects to collect from its participation in the development be used to pay any consultant fee or any other fee to a third party entity or joint venture partner?  YES  NO If yes, explain in detail the amount and timing of such payments.

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k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

YES  NO If yes, explain:

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l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

YES  NO If yes, explain:

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m. Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the non-profit have, either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit basis including, but not limited to the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to such Owner:

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n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development?  YES  NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

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**4. Virginia and Community Activity**

a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?  
 YES  NO

b. Define the nonprofit's geographic target area or population to be served:

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c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?  YES  NO  
If yes, or no, explain nature, extent and duration of any service:

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d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing?  YES  NO If yes, explain

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e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?

YES  NO

f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?

YES  NO If yes, explain:

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g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input?  YES  NO

If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

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h. Are at least 33% of the members of the board of directors representatives of the community being served?  YES  NO If yes,

(i) Low-income residents of the community?  YES  NO

(ii) Elected representatives of low-income neighborhood organizations?  YES  NO

i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?

YES  NO

j. Does the board of directors hold regular meetings which are well attended and accessible to the target community?  YES  NO If yes, explain the meeting schedule:

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k. Has the nonprofit received a Community Housing Development Organization (CHDO) designation, as defined by the U.S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction?  YES  NO

l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  YES  NO If yes, explain in detail:

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m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

YES  NO If yes, explain:

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n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?  YES  NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

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o. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?  YES  NO

If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

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p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  YES  NO If yes, explain:

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q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?

YES  NO If yes, explain:

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r. Has the nonprofit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?

YES  NO If yes, explain the need identified:

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s. Has the nonprofit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?

YES  NO If yes, explain the plan:

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# Appendices continued

## 5. Attachments

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

The undersigned Owner and nonprofit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for nonprofit participation contained in the Plan or Section 42 of the Internal Revenue Code.

Date March 14, 2023

Owner/Applicant Northeast 11th Street Housing LLC

By its Managing Member, Northeast 11th Street Housing Development Inc.

By *James P. Cox, III, President*

Its President

Title

Date March 14, 2023

Community Services Housing, Inc.

Nonprofit

By *James P. Cox, III, President*

Board Chairman

By *Jennifer Fitzgerald*

Executive Director

## **Board Roster for Community Services Housing, Inc. (11/2022)**

### **James P. Cox III, Esq., Board President**

310 4<sup>th</sup> St NE, Charlottesville, VA 22902

Length of time on board: 31 years

Occupation: Attorney at Michie Hamlett et al

Work: 434-951-7230 voice; Fax: 434-951-7250

[jcox@michiehamlett.com](mailto:jcox@michiehamlett.com)

### **Rita Shelton, Board member and Resident Representative**

719 Pine Street, Charlottesville, VA 22903

Length of time on board: 16 years

Occupation: Retired/Volunteer

Home: 977-2892 (after 3 pm)

Work: 972-1825 (before 3 pm)

### **Mary Newton, Board Vice-President**

3510 Remson Court, Charlottesville, VA 22901

Length of time on board: 4 years

Occupation: Realtor, Newton Properties – Keller Williams Realty

Work: 434-466-6060

[1MaryNewton@gmail.com](mailto:1MaryNewton@gmail.com)

### **Russell “Joe” Ray, Board Treasurer**

500 Old Lynchburg Road, Charlottesville, VA 22903

Length of time on board: 4 years

Occupation: Program Manager of Housing for Region Ten CSB

Work: 434-972-1890; Cell: 434-962-7930

[Russell.ray@regionten.org](mailto:Russell.ray@regionten.org); Fax: 434-293-6781

### **Samantha Wood, Board Secretary**

38 Dogleg Road, Palmyra, VA 22963

Length of time on board: 3 years

Occupation: Field Navigator, National Alliance to End Homelessness

434-987-8529

[samantha.anne.wood@gmail.com](mailto:samantha.anne.wood@gmail.com)

### **Reggie Allen, Board member**

112 W Market Street, Charlottesville, VA 22902

Length of time on board: 1 year

Occupation: Housing Navigator, The Haven

434-973-1234

[reggie@thehaven.org](mailto:reggie@thehaven.org)

### **Jennifer Fitzgerald, Executive Director**

1595 Robin Lane, Charlottesville, VA 22911

Length of time on board: 21 years

Occupation: Executive Director, Community Services Housing, Inc.

Work: 434-978-2007; Cell: 434-242-6589

[JenFitz.csh@gmail.com](mailto:JenFitz.csh@gmail.com); Fax: 434-978-2136

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

## **Northeast 11<sup>th</sup> Street Housing Relocation and Rehabilitation Plan**

### **PROJECT AND CONTACT INFORMATION**

**Project:** Northeast 11<sup>th</sup> Street Housing  
**Address:** 402 11<sup>th</sup> Street NE  
Charlottesville, Virginia 22902

**Owner:** Northeast 11<sup>th</sup> Street Housing LLC  
c/o Community Services Housing, Inc.  
1001 East Market Street, Suite 102  
Charlottesville, Virginia 22902

**Contact:** Jennifer Fitzgerald, Executive Director  
Community Services Housing, Inc.  
(434) 978-2007

### **REHABILITATION ACTIVITIES**

Northeast 11<sup>th</sup> Street Housing LLC is applying to Virginia Housing for Low-Income Housing Tax Credits in March 2023 with the purpose of renovating the property currently known as The Mews at Little High Steet. Community Services Housing, Inc. (CSH), a Charlottesville, Virginia-based nonprofit organization, is the Owner/Developer of the property. Throughout the life of the project CSH will maintain its ownership role through a subsidiary, Northeast 11<sup>th</sup> Street Housing Development Inc., the Managing Member of Northeast 11<sup>th</sup> Street Housing LLC.

Community Services Housing, Inc. is familiar with this property as it is the current owner and property manager.

Northeast 11<sup>th</sup> Street Housing LLC is expected to acquire the property by June 2024 and initiate rehabilitation activities. Rehabilitation activities will preserve the forty (40) one-bedroom apartments of which six (6) units will be modified to meet accessibility requirements of Section 504. Upon the completion of rehabilitation forty percent (40%) of the units will meet Universal Design standards.

The rehabilitation scope of work includes:

- Energy efficiency improvements
- Accessibility improvements including the installation of an elevator
- New kitchen cabinets and countertops
- New flooring
- Energy Star appliances
- New water heaters and HVAC units
- New windows and doors
- Cleaning, painting, and repairs to interior and exterior surfaces and trim

The rehabilitation is designed to meet EarthCraft certification requirements, meaning the rehabilitation will make the project more energy efficient than it is prior to rehabilitation.

The construction contractor has not yet been selected, but it is anticipated this contractor will have experience rehabilitating affordable apartments in the Charlottesville area.

Construction is expected to begin in June 2024. The projected construction schedule is as follows – addressing one building at a time, including common spaces:

|            |                         |            |
|------------|-------------------------|------------|
| Building A | projected completion by | 12/31/2024 |
| Building B | projected completion by | 6/1/2025   |
| Building C | projected completion by | 12/31/2025 |

This schedule is subject to change and residents will be notified of schedule changes. A unit delivery schedule will be posted prior to the start of construction and updated regularly throughout the construction period.

**RESIDENT IMPACT**

Community Services Housing currently owns this property and serves as Property Manager. Region Ten Community Services Board provides rental assistance and supportive services to residents at the property. CSH will continue to serve as Property Manager during the rehabilitation of this project and into ongoing operations. CSH will communicate with Region Ten concerning relocation of residents who receive vouchers and/or services from the CSB. Community Services Housing staff will meet with residents to discuss rehabilitation activities and to let residents know about efforts to keep residents in place to the fullest extent possible while enabling construction to occur. See below for information on post-rehabilitation income restrictions.

Vacant units will be used during construction for the temporary relocation of residents while their units are under construction. To the extent possible, residents will be relocated within other buildings included in this project, but may be relocated to other CSH properties or other properties known to CSH and Region Ten CSB. Residents may expect to be in a temporary unit for 30 days or less.

Resident furnishings and belongings will be moved out of and back into apartments at the property’s expense. Residents will receive advanced notice of proposed moves.

CSH will coordinate relocation activities and information on relocation may be obtained through the CSH office located in downtown Charlottesville at the address shown above and through postings in available common areas at the subject property.

## **RENTS FOLLOWING REHABILITATION**

The apartments associated with Northeast 11<sup>th</sup> Street Housing are being renovated using Low-Income Housing Tax Credits and the project is promising six (6) units with rents and income at or below 40% of AMI, fourteen (14) units with rents and income at or below 50% AMI, and twenty (20) units with rents and income at or below 60% AMI. CSH, with support from Region Ten Community Services Board, will verify resident income individually to confirm qualification.

The property is projecting post-rehabilitation rents of no more than \$855 for 1-bedroom apartments. The anticipated Utility Allowance at the property is \$152 and reflects Tenant paid Electricity and Water & Sewer. The Owner will pay for Trash.

## **ADVISORY SERVICES**

Advisory Services may include but not be limited to:

- Making referrals for tenants to replacement properties
- Providing relocation information in writing
- Counseling/translation services for tenants who are unable to read/understand notices
- Providing transportation for tenants needing to look at other housing
- Anticipating certain households may need special advisory services
- Allowing flexible appointment times outside of normal business hours

## **MOVING COSTS**

Moving costs associated with temporary relocation at Northeast 11<sup>th</sup> Street Housing will be paid by the property. Other costs, including utility hook-up costs, will be paid by the property also. Residents will receive assistance in packing and moving furnishings and belongings. Relocation will be coordinated with Region Ten Community Services Board. Residents will be temporarily relocated to other apartments managed by Community Services Housing or other properties in Charlottesville that serve Region Ten clients. The initial budget for temporary relocation includes \$35,000 for moving expenses and \$35,000 for temporary housing expenses for a total budget of \$70,000.

A final summary of moving costs associated with the project will be available no later than 30 days after the last tenant is relocated. All documentation related to relocation, including notices, receipts, and cancelled checks will be included in the Resident files

## **PLAN AVAILABILITY**

Copies of this Plan will be on display in common areas at each property and in the Community Services Housing offices. Additional copies of this Plan will be available in the CSH office for residents as requested.

# Tab K:

Documentation of Development Location:



# **Tab K.1**

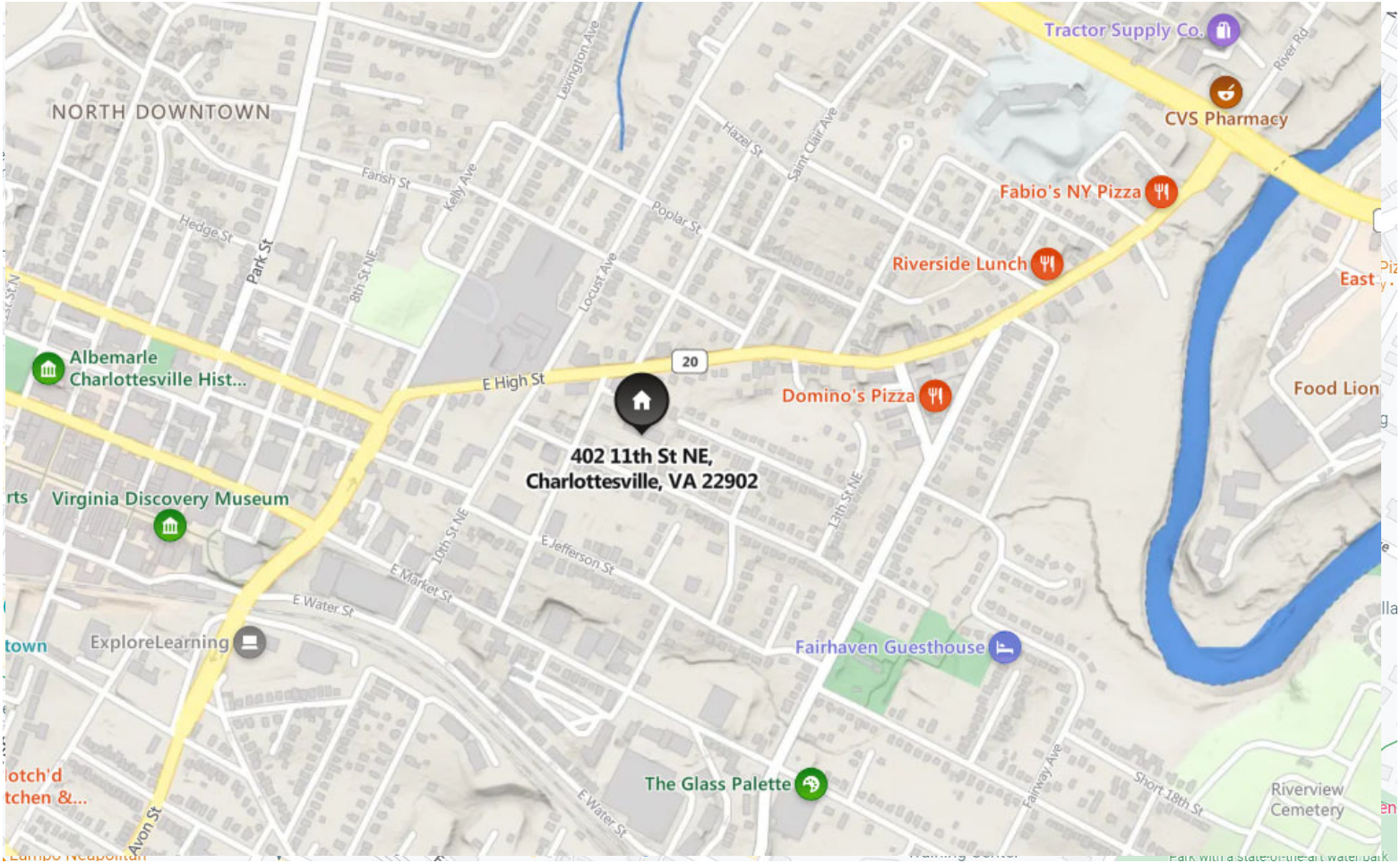
Revitalization Area Certification

**NOT APPLICABLE**

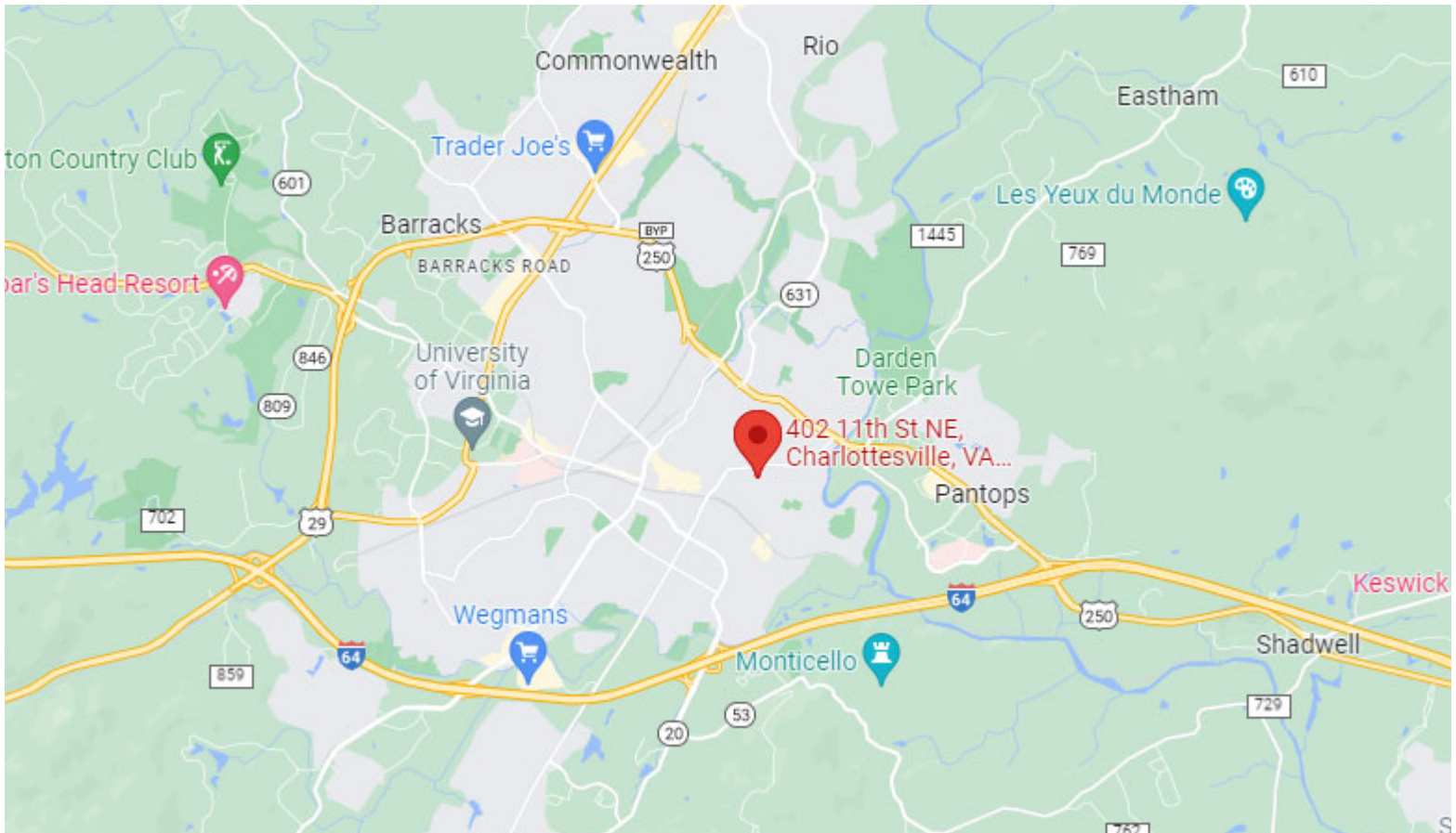
# Tab K.2

Location Map

## Northeast 11<sup>th</sup> Street Housing - Local Map



## Northeast 11<sup>th</sup> Street Housing - Greater Charlottesville Map



# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation



632 Berkmar Circle  
 Charlottesville, VA 22901  
 434.974.1417 / Fax 434.974.1776  
 www.lincolnsurveying.com

Thomas B. Lincoln, LS / Christopher B. Kean, LS

**Surveyor's Certification of Proximity to Transportation**

**General Instructions**

1. This form must be included with the Application.
2. This Letter must be submitted under the Surveyor's or Engineer's Corporate Letterhead.
3. Any change in this form may result in a reduction of points under the scoring system.
4. If you have any questions, please call the Tax Credit Allocation Department 804-343-5518.

**Date** February 14, 2023

**To** Virginia Housing  
 601 South Belvidere Street  
 Richmond, Virginia 23220

**RE:** 2023 Tax Credit Reservation Request

**Name of Development** Northeast 11th Street Housing LLC

**Name of Owner** CH MEWS HOUSING, LP

Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **OR**

1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

**Firm Name** Lincoln Surveying

**By** Christopher B. Kean, LS 

**Its** President

**Title**

*Innovation. Integrity. Vision.*

# Tab L:

PHA / Section 8 Notification Letter



## PHA or Section 8 Notification Letter

Date 3-15-23

To Region Ten Community Services Board  
500 Old Lynchburg Road  
Charlottesville, VA 22903

RE: Proposed Affordable Housing Development

Name of Development Northeast 11th Street Housing

Name of Owner Northeast 11th Street Housing LLC / Community Services Housing

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on 12/31/2025 (date).

### **The following is a brief description of the proposed development:**

Development Address 402 11th Street NE  
Buildings A, B, and C  
Charlottesville, VA 22902

### Proposed Improvements:

|   |                  |                     |
|---|------------------|---------------------|
| <input type="checkbox"/> New Construction:          | _____ #Units     | _____ #Buildings    |
| <input type="checkbox"/> Adaptive Reuse:            | _____ #Units     | _____ #Buildings    |
| <input checked="" type="checkbox"/> Rehabilitation: | <u>40</u> #Units | <u>3</u> #Buildings |

### Proposed Rents:

|  |                          |        |
|--|--------------------------|--------|
| <input type="checkbox"/> Efficiencies:               | \$ _____                 | /month |
| <input checked="" type="checkbox"/> 1 Bedroom Units: | \$ <u>634/ 831/ 1027</u> | /month |
| <input type="checkbox"/> 2 Bedroom Units:            | \$ _____                 | /month |
| <input type="checkbox"/> 3 Bedroom Units:            | \$ _____                 | /month |
| <input type="checkbox"/> 4 Bedroom Units:            | \$ _____                 | /month |

### Other Descriptive Information:

Northeast 11th Street Housing involves the rehabilitation of existing affordable apartments within three buildings  
on 11th Street NE currently known as The Mews. After rehabilitation these apartments will continue to provide  
supportive housing to residents with disabilities and risk factors for homelessness.

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (434) 978 - 2007 .

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

Name Jennifer Fitzgerald

Title Executive Director, Community Services Housing

**To be completed by the Local Housing Authority or Sec 8 Administrator:**

Seen and Acknowledged By DocuSigned by:  
*Lisa Beitz*  
5358418C80204CD...

Printed Name: Lisa Beitz

Title Executive Director

Phone 434-972-1800

Date 3/15/2023



# **Tab M:**

Locality CEO Response Letter

# **Tab N:**

Homeownership Plan

**NOT APPLICABLE**

# **Tab O:**

Plan of Development Certification Letter

**Plan of Development Certification**

**DATE:**

**TO:** Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: JD Bondurant

**RE:** PLAN OF DEVELOPMENT CERTIFICATION

Name of Development: \_\_\_\_\_  
Name of Owner/Applicant: \_\_\_\_\_  
Name of Seller/Current Owner: \_\_\_\_\_

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the site plan of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming the status of plan of development or site plan approval of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credits.

**DEVELOPMENT DESCRIPTION:**

Development Address:

\_\_\_\_\_  
\_\_\_\_\_

Legal Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and Richard T. Spurzem dated August 8, 2005, recorded August 18, 2005 in the Clerk's Office, Circuit Court, City of Charlottesville, Virginia in Deed Book 1043, page 559

Plan of Development Number: \_\_\_\_\_

Proposed Improvements:

|  |               |                   |                        |
|--|---------------|-------------------|------------------------|
| <input type="checkbox"/> New Construction: | _____ # Units | _____ # Buildings | _____ Total Floor Area |
| <input type="checkbox"/> Adaptive Reuse:   | _____ # Units | _____ # Buildings | _____ Total Floor Area |
| <input type="checkbox"/> Rehabilitation:   | _____ # Units | _____ # Buildings | _____ Total Floor Area |

Other Descriptive Information:

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**LOCAL CERTIFICATION:**

Check one of the following as appropriate:

- The proposed development described above has an approved final plan of development or site plan (as applicable to the site). No further plan of development or site plan approval is required before issuance of a building permit.
- The proposed development is an existing development with proposed renovations and no additional plan of development approval is needed.

The above plan of development approval is in effect until: \_\_\_\_\_

**form transcribed on attached letterhead**

---

Signed  
Craig Fabio

---

Printed Name  
Assistant Zoning Administrator

---

Title  
434-970-3182

---

Phone  
3-14-23

---

Date

**NOTES TO LOCALITY:**

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in a reduction of points under the scoring system. If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.

# CITY OF CHARLOTTESVILLE

"A World Class City"

Neighborhood Development Services  
610 East Market Street  
Charlottesville, VA 22902  
Telephone 434-970-3182  
Fax 434-970-3359



March 14, 2023

Virginia Housing  
601 Belvidere Street  
Richmond, Virginia 23220  
Attention: JD Bondurant

Re: Plan of Development Certification

Development: Northeast 11<sup>th</sup> Street Housing

Owner/Applicant: Northeast 11<sup>th</sup> Street Housing LLC/Community Services Housing

Seller/Current Owner: CH Mews Housing, LP/Community Services Housing

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the existing Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by Virginia Housing solely for the purposes of determining whether the Development qualifies for credits available under Virginia Housing's Qualified Allocation Plan.

## Development Description:

Development Address: 402 11<sup>th</sup> Street NE, Charlottesville, VA 22902

## Legal Description:

All that certain lot or parcel of land, located in the City of Charlottesville, Virginia, and more particularly described as "Parcel 107.2 as Shown on Tax Map 54, Being Lot 10A Wood Addition", on a plat made by Dominion Development Resources, LLC, dated July 5, 2006, recorded in the Clerk's Office of the Circuit Court of the City of Charlottesville, Virginia, in Deed Book 1106, page 619-622. BEING the same property conveyed to CH Mews Housing, LP, a Virginia limited partnership by deed from Neighborhood Investments LLC, a Virginia limited liability company and Richard T. Spurzem dated August 8, 2005, recorded August 18, 2005 in the Clerk's Office, Circuit Court, City of Charlottesville, Virginia in Deed Book 1043, page 559.

## Proposed Improvements:

Rehabilitation:            40 Units            3 Buildings            30,042 Approx. Total Area Sq. Ft.

Current Zoning: R-3 Allowing a density of up to 21 units per acre by-right, up to 87 via Special Use Permit.

## Other Descriptive Information:

Rehabilitation of The Mews Apartments. Scope of Work includes accessibility improvements, energy efficiency upgrades, and upgrades to building systems.

## Local Certification:

The proposed development is an existing development with proposed renovations and no additional plan of development approval is needed.

Thank you,

Craig A. Fabio

Asst. Zoning Administrator, City of Charlottesville  
On behalf of Read Brodhead, Zoning Administrator

# **Tab P:**

Developer Experience documentation and  
Partnership agreements (Please submit this TAB as  
a separate stand alone document)

**Submitted Separately to  
Procurement**

# **Tab Q:**

Documentation of Rental Assistance, Tax Abatement  
and/or existing RD or HUD Property



**MEMORANDUM OF UNDERSTANDING**

*Between*

**Northeast 11<sup>th</sup> Street Housing LLC**

*And*

**Community Services Housing, Inc.**

*And*

**Region Ten Community Services Board**

WHEREAS, Northeast 11th Street Housing LLC, a Virginia limited liability company (the “LLC”), is acquiring and will rehabilitate and own forty (40) apartment units in Charlottesville, Virginia known as Northeast 11th Street Housing (the “Project”), including all of the apartments at 402 11<sup>th</sup> Street NE; and,

WHEREAS, Community Services Housing, Inc., a Virginia nonstock corporation (“CSH”), seeks to provide affordable housing for individuals with mental and/or physical disabilities; CSH will provide leasing and property management services under a management agreement with LLC; and CSH will serve as Managing Member for the LLC with responsibility for its day-to-day affairs; and,

WHEREAS, Region Ten Community Services Board (“Region Ten”) seeks to preserve and improve affordable housing opportunities for people with disabilities in the communities that it serves; and,

WHEREAS, the LLC intends to reserve six (6) apartments for households at or below 40% area median income and six (6) apartments with accessibility improvements consistent with Section 504 requirements; and the LLC intends to make up to forty (40) affordable housing units in the Project available to individuals with mental and/or physical disabilities (“Targeted Units”);

THEREFORE, BE IT RESOLVED, THAT the LLC, CSH, and Region Ten agree as follows:

**1. The LLC shall:**

- A. Secure construction and permanent financing to develop the project, including at least \$5,400,000 in equity based on the availability of Low-Income Housing Tax Credits to the project, an estimated \$2,400,000 from VHDA loan sources, approximately \$1,800,000 in funding through Virginia DHCD, and loans from CSH.
- B. Execute an Extended Use Agreement with Virginia Housing Development Authority to ensure compliance with income and rent targeting per an application for Low-Income Housing Tax Credits among other commitments.
- C. Execute other documentation from permanent lenders and other funders committing to income and rent targeting.
- D. Assure that the arrangements outlined in this Memorandum of Understanding are maintained throughout the life of this agreement.

**2. Region Ten shall:**

- A. Pre-screen applicants to assure that applicants referred to CSH for tenancy in the Targeted Units:
  - i. Have a qualifying disability.
  - ii. Have sufficient income and/or resources to cover rent, utilities, and reasonable living expenses (given the subsidy from Region Ten).
  - iii. Have supportive services needs that can reasonably be expected to be met by services provided, coordinated, or available through referral by Region Ten.
  - iv. Have signed privacy release such that Region Ten caseworkers can discuss consumer's/tenant's case with CSH personnel.
- B. For the duration of this Memorandum of Understanding, refer applicants to CSH and maintain an agency Wait List that assures timely referral and occupancy by eligible tenants.
- C. Assist the referred applicants in the application process including requesting and negotiating reasonable accommodations, as applicable.
- D. Make the menu of supportive services (attached as Appendix A to this agreement) available to the tenants. It is understood and agreed that these services shall be available to said tenants on an as-needed basis, and that receipt of these or any other services shall NOT be a condition of tenancy.
- E. Subject to Section 3(F) below, Region Ten will make housing subsidies available for at least 6 of the Targeted Units during the term of this agreement, and will assure that such subsidies are managed and paid in a timely manner, although all 40 of the Targeted Units will be made available to Region Ten clients. Forms of housing subsidies may include Housing Choice Vouchers, Permanent Supportive Housing Vouchers, Discharge Assistance Program grants, and other subsidy sources that may be made available.
- F. Have the consumer/tenant or case manager give CSH notice to vacate prior to the tenant moving out (in accordance with Lease terms). The consumer/tenant or case manager will also notify CSH in the event of any hospital stays that require absence from the property.
- G. Facilitate communication with CSH by designating, and maintaining in the event of staff turnover, a named individual as the primary contact on matters related to the Targeted Units.

**3. CSH shall:**

- A. Affirmatively market the property to persons with disabilities.
- B. Notify Region Ten of available vacancies at least 60 days in advance when possible and, in all cases, notify Region Ten in no fewer days than the number of days of notice that the tenant is required by applicable to give to CSH of the tenant's intent to vacate.
- C. Evaluate on a priority-basis referrals for tenancy in individual Northeast 11th Street Housing rental apartments through the Region Ten Housing Resource Coordinator, to

the extent allowed by tax credit and fair housing requirements, except in cases where funding authorities require that screening, admission, and wait list responsibilities be managed by CSH.

- D. Complete all required low-income housing tax credit compliance documentation including applications, leases, and income verifications and ensure that project remains compliant with LIHTC regulations.
- E. Include language on reasonable accommodations on its application for tenancy.
- F. Accept Section 8 Vouchers, or other forms of rental assistance (including Region Ten subsidy), to the extent that the tenant and the proposed rent to be charged would meet the income and rent restrictions for tenants. The Project will target 6 units for households with incomes at or below 40% AMI, 14 apartments for households with incomes at or below 50% AMI, and 20 apartments for households at or below 60% AMI.
- G. Conduct annual inspections of all Targeted Units, or as required by VHDA and the other members of the LLC ownership.
- H. Facilitate communication with Region Ten by designating, and maintaining in the event of staff turnover, a named individual as the primary contact on matters related to the Targeted Units.
- I. Prepare a unit rent schedule (attached as Appendix B) on an annual basis and submit to the other parties to the Agreement.

**4. General Conditions of the Agreement:**

- A. Nothing in the Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of the services described herein. Neither party shall assign, sublet, or subcontract any work related to this agreement or any interest it may have herein without the prior written consent of all parties to the Agreement.
- B. The LLC and CSH assure that information and data obtained as to personal facts and circumstances related to tenants referred by Region Ten will be collected and secured as confidential during, and following, the term of this Agreement and will not be divulged without the individual's and Region Ten's written consent, other than information divulged to partners of the LLC and to VHDA. Any information to be disclosed or reported must be in summary, statistical or other form which does not identify particular individuals, except as provided above.
- C. Modification of Agreement: Any and all modifications to this Agreement shall be in writing and signed by all parties to the Agreement.

**5. All parties to this Memorandum of Understanding shall:**

- A. Agree that the LLC and CSH are responsible for meeting compliance requirements established by the Internal Revenue Service and the Virginia Housing Development Authority.
- B. Agree that the LLC and CSH are responsible for maintaining the development for the benefit of all the tenants.

- C. Agree that the provisions and the spirit of this agreement notwithstanding, decisions on the admittance and/or retention of tenants according to fair housing laws and the Virginia Landlord Tenant Act are the responsibility of CSH.
- D. Agree that this Agreement shall be in effect for fifteen (15) years from the date hereof.

[Signatures Continued on Following Page]

Signed:

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**Northeast 11th Street Housing LLC**

By: Community Services Housing, Inc.  
Its sole Member  
By: Jennifer Fitzgerald  
Its: Executive Director

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Date

---

**Community Services Housing, Inc.**

By: Jennifer Fitzgerald  
Its: Executive Director

---

Date

DocuSigned by:

*Lisa Beitz*

---

3/15/2023

---

**Region Ten Community Services Board**

Lisa Beitz  
By:  
Its: Executive Director

---

Date

Signed:

*Jennifer Fitzgerald*  
**Northeast 11th Street Housing LLC**  
By: Community Services Housing, Inc.  
Its sole Member  
By: Jennifer Fitzgerald  
Its: Executive Director

03/15/2023  
Date

*Jennifer Fitzgerald*  
**Community Services Housing, Inc.**  
By: Jennifer Fitzgerald  
Its: Executive Director

03/15/2023  
Date

Region Ten Community Services Board  
By:  
Its:

Date

- Charlottesville Conservation Assistance Program
- Clean Energy Commercial Loan Fund
- Electric Vehicle (EV) Charging +
- Green Roof Building Permit Fee Reduction
- Reduced Interest Rates on PowerSaver Loans
- Solar Tax Credit
- Special Tax Rate for Energy Efficient Buildings

Home • Government • Sustainability Initiatives • A Green City • Green Incentives & Rebates • Special Tax Rate for Energy Efficient Buildings

## SPECIAL TAX RATE FOR ENERGY EFFICIENT BUILDINGS

### Commercial/Non-Residential & Residential Properties

Buildings within the City of Charlottesville that meet the energy efficiency standards as described below are eligible for a reduced tax rate of 50% on the building value for one tax year. Eligibility for the special tax rate is effective beginning the first day of the tax year next succeeding the certification by the department of neighborhood development services and shall remain in effect for that tax year.

"Energy-Efficient Building" means any building that:

- Exceeds the energy efficiency standards prescribed in the Virginia Uniform Statewide Building Code by 30%
- Meets or exceeds performance standards of the Green Globes Green Building Rating System of the Green Building Initiative
- Meets or exceeds performance standards of the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U.S. Green Building Council
- Meets or exceeds performance standards or guidelines under the EarthCraft House Program
- Is a Home Performance with Energy Star qualified home, the energy efficiency of which meets or exceeds performance guidelines for energy efficiency under the Energy Star program developed by the United States Environmental Protection Agency

### Additional Information

Find out more, including how to apply for this tax exemption at [City Code Article V Division 1 Section 30-160.1 through Section 30-160.11](#).

[Application for Special Tax Rate On Use Of Certain Energy-Efficient Buildings \(PDF\)](#)



GIS Data



Transit



Parks & Recreation



Pay Bills Online



Employment



Report or Request



### CONTACT US

City of Charlottesville  
PO Box 911  
Charlottesville, VA 22902

[Contact Info Directory](#)

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#### DIVISION 4. - TAX RATE FOR CERTAIN ENERGY EFFICIENT BUILDINGS

##### Sec. 30-160.1. - Definitions.

The following words, terms and phrases, when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Energy-efficient building means any building that exceeds the energy efficiency standards prescribed in the Virginia Uniform Statewide Building Code by 30% or any building that (i) meets or exceeds performance standards of the Green Globes Green Building Rating System of the Green Building Initiative, (ii) meets or exceeds performance standards of the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U.S. Green Building Council, (iii) meets or exceeds performance standards or guidelines under the EarthCraft House Program, or (iv) is an Energy Star qualified home, the energy efficiency of which meets or exceeds performance guidelines for energy efficiency under the Energy Star program developed by the United States Environmental Protection Agency.

(5-19-08(2); 1-7-13)

##### Sec. 30-160.2. - Granted.

Energy-efficient buildings, not including the real estate or land on which they are located, are hereby declared to be a separate class of property and shall constitute a classification for city taxation separate from other classifications of real property. Owners of real estate in the city on which energy-efficient buildings are or have been constructed shall pay such tax on such building at the rate levied by city council for such class of property, which rate shall not exceed that applicable to the general class of real property, subject to the limitations and conditions prescribed by this division and by state law.

(5-19-08(2))

##### Sec. 30-160.3. - Administration.

This division shall be administered by the director of the department of neighborhood services, the assessor of real estate, and the city treasurer. Such officials are hereby authorized and directed to adopt and enforce such reasonable rules and regulations, not in conflict with the provisions of this division, as may be reasonably necessary to determine the value of an energy-efficient building and its eligibility for the special tax rate provided for by this division including, without limitation, requiring the production of documents and the furnishing of answers under oath.

(5-19-08(2))

##### Sec. 30-160.4. - Requirements.

The special tax rate provided by this division shall be granted to applicants meeting the following requirements: The title to the property for which it is claimed is held, or partially held, by the person claiming the exemption. The applicant shall submit the certification required by section 58.1-3221.2 of the Code of Virginia, or a request that the city designate, at the applicant's expense, a qualified architect or professional engineer to determine whether the building meets or exceeds the performance standards or guidelines under any program set forth in section 58.1-3221.2.C of the Code of Virginia. The applicant is not in arrears.

(5-19-08(2); 1-7-13)

##### Sec. 30-160.5. - Application generally.



The person claiming eligibility under this division must file an application with the department of neighborhood development services by October 1 on forms provided for that purpose. The application must be accompanied by the certification required by section 30-160.4(2).  
(5-19-08(2))

Sec. 30-160.6. - Approval and certification of application.

If after receipt of a completed application under this division and an inspection of the energy-efficient building, the department of neighborhood services determines that the eligibility requirements have been met, it shall approve and certify the application and transmit the same to the city assessor.  
(5-19-08(2))

Sec. 30-160.7. - Determination of value by local assessing officer.

Upon receipt of a certificate from the department of neighborhood services pursuant to this division, the assessor of real estate shall proceed to assess the property.  
(5-19-08(2))

Sec. 30-160.8. - Effective date and duration of special tax rate.

Eligibility for the special tax rate provided in this division shall be effective beginning the first day of the tax year next succeeding the certification by the department of neighborhood development services and shall remain in effect for such tax year. Energy efficient buildings as defined in section 30-160.1 are eligible for the special tax rate for one (1) tax year total.  
(5-19-08(2))

Sec. 30-160.9. - Appeals from decisions of the department of neighborhood development services.

Any person aggrieved by a decision of the department of neighborhood development services under this division may appeal such decision to the building code board of appeals, which may affirm or reverse such decision.

(5-19-08(2))

Sec. 30-160.10. - Treasurer to be furnished annual list of properties subject to special tax rate; contents of list.

Annually on or before April thirtieth in each tax year, the assessor of real estate shall furnish to the city treasurer a list of all properties subject to the special tax rate under this division effective as of the beginning of such tax year. Such list shall show the value of each applicable property, multiplied by the special tax rate established for the year in question.

(5-19-08(2))

Sec. 30-160.11. - False claims for special tax rate.

(a)

It shall be unlawful for any person falsely to claim eligibility for the special tax rate under this division or knowingly to make a false statement in connection with any application for such special tax rate.

(b)

A violation of this section shall constitute a Class 1 misdemeanor.

(5-19-08(2))

# City of Charlottesville Application

610 East Market Street, Post Office Box 911, Charlottesville VA 22902

## Special Tax Rate On Use Of Certain Energy-Efficient Buildings

Section 30-160.3 of the Code of the City of Charlottesville requires that this application be filed with the City of Charlottesville, Department of Neighborhood Development Services. After review the application is forwarded to the City Assessor and Treasurers office.

Application date: \_\_\_\_\_

Property owner: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Day phone: \_\_\_\_\_ Night phone: \_\_\_\_\_ E mail: \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

TAX MAP #: \_\_\_\_\_

Circle applicable information below:

1 & 2 Family Dwelling  
New Construction

Commercial  
Remodel/Renovation

Multi Family Residential  
Qualified Existing Building

Additional comments from applicant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This program is available for energy efficient buildings that exceed energy efficiency standards prescribed by the current Virginia Uniform Statewide Building Code by thirty (30) percent. To qualify for this special tax rate, Charlottesville City Code Section 30-160.4 indicates that certification as an energy efficient building must be made by a qualified licensed registered design professional or contractor that is not related to the applicant. This person responsible for the certification shall provide documentation to the applicant and the City of Charlottesville that they have proper qualifications. This information must be attached to this document.

I hereby request partial exemption in the form of a reduced tax rate for exceeding the energy efficiency standards prescribed in the Virginia Uniform Statewide Building Code by thirty (30) percent as provided by Section 30-160.2 of the Code of the City of Charlottesville.

Owner's name: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's signature: \_\_\_\_\_

I certify by my signature that all information included is correct.

The special tax reduction is a one time relief and shall be effective in accordance with Section 30-160.8.

For City use only: Application complete \_\_\_\_\_ Certification that bld. exceeds 30% \_\_\_\_\_ Energy auditor certified \_\_\_\_\_

Information below to be completed by City of Charlottesville staff

Neighborhood Development Services Action (Building Inspections)

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ RETURNED FOR RE-SUBMISSION \_\_\_\_\_

Comments:

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Signature: \_\_\_\_\_

City Assessor Action

TAX MAP # \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

Comments:

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Signature: \_\_\_\_\_

City Treasurer Action

DATE RECEIVED \_\_\_\_\_

Comments:

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Signature: \_\_\_\_\_

# **Tab R:**

Documentation of Operating Budget and Utility Allowances

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

|                                   |                 |          |                 |
|-----------------------------------|-----------------|----------|-----------------|
| 1. Advertising/Marketing          |                 |          | \$0             |
| 2. Office Salaries                |                 |          | \$0             |
| 3. Office Supplies                |                 |          | \$272           |
| 4. Office/Model Apartment         | (type _____ )   |          | \$0             |
| 5. Management Fee                 |                 |          | \$18,000        |
| <u>4.50%</u> of EGI               | <u>\$450.00</u> | Per Unit |                 |
| 6. Manager Salaries               |                 |          | \$35,000        |
| 7. Staff Unit (s)                 | (type _____ )   |          | \$0             |
| 8. Legal                          |                 |          | \$0             |
| 9. Auditing                       |                 |          | \$0             |
| 10. Bookkeeping/Accounting Fees   |                 |          | \$0             |
| 11. Telephone & Answering Service |                 |          | \$1,044         |
| 12. Tax Credit Monitoring Fee     |                 |          | \$1,400         |
| 13. Miscellaneous Administrative  |                 |          | \$3,000         |
| <b>Total Administrative</b>       |                 |          | <b>\$58,716</b> |

**Utilities**

|                      |  |  |                 |
|----------------------|--|--|-----------------|
| 14. Fuel Oil         |  |  | \$0             |
| 15. Electricity      |  |  | \$3,500         |
| 16. Water            |  |  | \$3,000         |
| 17. Gas              |  |  | \$0             |
| 18. Sewer            |  |  | \$4,000         |
| <b>Total Utility</b> |  |  | <b>\$10,500</b> |

**Operating:**

|   |  |  |                 |
|---|--|--|-----------------|
| 19. Janitor/Cleaning Payroll              |  |  | \$0             |
| 20. Janitor/Cleaning Supplies             |  |  | \$4,100         |
| 21. Janitor/Cleaning Contract             |  |  | \$3,500         |
| 22. Exterminating                         |  |  | \$6,400         |
| 23. Trash Removal                         |  |  | \$5,000         |
| 24. Security Payroll/Contract             |  |  | \$0             |
| 25. Grounds Payroll                       |  |  | \$0             |
| 26. Grounds Supplies                      |  |  | \$0             |
| 27. Grounds Contract                      |  |  | \$3,525         |
| 28. Maintenance/Repairs Payroll           |  |  | \$17,296        |
| 29. Repairs/Material                      |  |  | \$11,000        |
| 30. Repairs Contract                      |  |  | \$9,168         |
| 31. Elevator Maintenance/Contract         |  |  | \$0             |
| 32. Heating/Cooling Repairs & Maintenance |  |  | \$9,332         |
| 33. Pool Maintenance/Contract/Staff       |  |  | \$0             |
| 34. Snow Removal                          |  |  | \$1,175         |
| 35. Decorating/Payroll/Contract           |  |  | \$0             |
| 36. Decorating Supplies                   |  |  | \$0             |
| 37. Miscellaneous                         |  |  | \$2,168         |
| <b>Totals Operating &amp; Maintenance</b> |  |  | <b>\$72,664</b> |

**M. OPERATING EXPENSES**

**Taxes & Insurance**

|  |                 |
|--|-----------------|
| 38. Real Estate Taxes                    | \$41,181        |
| 39. Payroll Taxes                        | \$0             |
| 40. Miscellaneous Taxes/Licenses/Permits | \$0             |
| 41. Property & Liability Insurance       | \$33,788        |
| 42. Fidelity Bond                        | \$1,300         |
| 43. Workman's Compensation               | \$0             |
| 44. Health Insurance & Employee Benefits | \$4,600         |
| 45. Other Insurance                      | \$0             |
| <b>Total Taxes &amp; Insurance</b>       | <b>\$80,869</b> |

|                                |                  |
|--------------------------------|------------------|
| <b>Total Operating Expense</b> | <b>\$222,749</b> |
|--------------------------------|------------------|

|  |         |  |        |
|--|---------|--|--------|
| <b>Total Operating Expenses Per Unit</b> | \$5,569 | <b>C. Total Operating Expenses as % of EGI</b> | 55.74% |
|--|---------|--|--------|

|   |                 |
|---|-----------------|
| <b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b> | <b>\$12,000</b> |
|---|-----------------|

|                       |                  |
|-----------------------|------------------|
| <b>Total Expenses</b> | <b>\$234,749</b> |
|-----------------------|------------------|

**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

## Virginia Housing | Housing Choice Voucher Program

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

|   |
|---|
| <b>Family Name:</b> _____   |
| <b>Unit Address:</b> <u>402 11th St NE - Buildings A and B</u>                  |
| <b>Voucher Size*:</b> _____ <b>Unit Bedroom Size*:</b> _____                    |
| <i>*Use smaller size to calculate tenant-supplied utilities and appliances.</i> |

|                                 |                 | Unit Type: 3 Exposed Walls |         |          |          |          | Effective Date: 07/01/2022 |          |          |  |
|---------------------------------|-----------------|----------------------------|---------|----------|----------|----------|----------------------------|----------|----------|--|
| Utility                         | Usage           | Monthly Dollar Amount      |         |          |          |          |                            |          |          |  |
|                                 |                 | 0 BR                       | 1 BR    | 2BR      | 3BR      | 4BR      | 5 BR                       | 6 BR     | 7BR      |  |
| <b>Appliance</b>                | Range/Microwave | \$2.00                     | \$2.00  | \$2.00   | \$2.00   | \$2.00   | \$2.00                     | \$2.00   | \$2.00   |  |
|                                 | Refrigerator    | \$3.00                     | \$3.00  | \$3.00   | \$3.00   | \$3.00   | \$3.00                     | \$3.00   | \$3.00   |  |
| <b>Bottled Gas</b>              | Cooking         | \$11.00                    | \$15.00 | \$19.00  | \$23.00  | \$29.00  | \$34.00                    | \$38.00  | \$42.00  |  |
|                                 | Home Heating    | \$70.00                    | \$98.00 | \$125.00 | \$154.00 | \$195.00 | \$224.00                   | \$252.00 | \$279.00 |  |
|                                 | Water Heating   | \$27.00                    | \$37.00 | \$48.00  | \$58.00  | \$74.00  | \$85.00                    | \$95.00  | \$106.00 |  |
| <b>Electricity</b>              | Cooking         | \$4.00                     | \$5.00  | \$6.00   | \$8.00   | \$10.00  | \$11.00                    | \$13.00  | \$14.00  |  |
|                                 | Cooling (A/C)   | \$8.00                     | \$10.00 | \$14.00  | \$17.00  | \$21.00  | \$24.00                    | \$26.00  | \$30.00  |  |
|                                 | Home Heating    | \$26.00                    | \$37.00 | \$47.00  | \$59.00  | \$74.00  | \$86.00                    | \$96.00  | \$107.00 |  |
|                                 | Other Electric  | \$14.00                    | \$19.00 | \$24.00  | \$30.00  | \$38.00  | \$43.00                    | \$49.00  | \$54.00  |  |
|                                 | Water Heating   | \$12.00                    | \$16.00 | \$21.00  | \$25.00  | \$32.00  | \$37.00                    | \$41.00  | \$46.00  |  |
| <b>Natural Gas</b>              | Cooking         | \$2.00                     | \$2.00  | \$3.00   | \$3.00   | \$4.00   | \$5.00                     | \$5.00   | \$6.00   |  |
|                                 | Home Heating    | \$9.00                     | \$13.00 | \$17.00  | \$20.00  | \$24.00  | \$28.00                    | \$31.00  | \$35.00  |  |
|                                 | Water Heating   | \$3.00                     | \$4.00  | \$5.00   | \$7.00   | \$8.00   | \$10.00                    | \$11.00  | \$12.00  |  |
| <b>Oil</b>                      | Home Heating    | \$50.00                    | \$69.00 | \$89.00  | \$108.00 | \$139.00 | \$160.00                   | \$179.00 | \$199.00 |  |
|                                 | Water Heating   | \$19.00                    | \$26.00 | \$33.00  | \$41.00  | \$52.00  | \$59.00                    | \$67.00  | \$74.00  |  |
| <b>Sewer</b>                    | Other           | \$23.00                    | \$32.00 | \$41.00  | \$50.00  | \$63.00  | \$72.00                    | \$81.00  | \$90.00  |  |
| <b>Trash Collection</b>         | Other           | \$14.00                    | \$14.00 | \$14.00  | \$14.00  | \$14.00  | \$14.00                    | \$14.00  | \$14.00  |  |
| <b>Water</b>                    | Other           | \$20.00                    | \$28.00 | \$36.00  | \$44.00  | \$56.00  | \$64.00                    | \$72.00  | \$80.00  |  |
| <b>UTILITY ALLOWANCE TOTAL:</b> |                 | \$                         | \$ 152  | \$       | \$       | \$       | \$                         | \$       | \$       |  |



## Virginia Housing | Housing Choice Voucher Program

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

|   |
|---|
| <b>Family Name:</b> _____   |
| <b>Unit Address:</b> <u>402 11th St NE - Building C</u>                         |
| <b>Voucher Size*:</b> _____ <b>Unit Bedroom Size*:</b> _____                    |
| <i>*Use smaller size to calculate tenant-supplied utilities and appliances.</i> |

|                                 |                 | Unit Type: 2 Exposed Walls |         |          |          |          | Effective Date: 07/01/2022 |          |          |  |
|---------------------------------|-----------------|----------------------------|---------|----------|----------|----------|----------------------------|----------|----------|--|
| Utility                         | Usage           | Monthly Dollar Amount      |         |          |          |          |                            |          |          |  |
|                                 |                 | 0 BR                       | 1 BR    | 2BR      | 3BR      | 4BR      | 5 BR                       | 6 BR     | 7BR      |  |
| <b>Appliance</b>                | Range/Microwave | \$2.00                     | \$2.00  | \$2.00   | \$2.00   | \$2.00   | \$2.00                     | \$2.00   | \$2.00   |  |
|                                 | Refrigerator    | \$3.00                     | \$3.00  | \$3.00   | \$3.00   | \$3.00   | \$3.00                     | \$3.00   | \$3.00   |  |
| <b>Bottled Gas</b>              | Cooking         | \$11.00                    | \$15.00 | \$19.00  | \$23.00  | \$29.00  | \$34.00                    | \$38.00  | \$42.00  |  |
|                                 | Home Heating    | \$64.00                    | \$89.00 | \$114.00 | \$140.00 | \$177.00 | \$204.00                   | \$229.00 | \$254.00 |  |
|                                 | Water Heating   | \$27.00                    | \$37.00 | \$48.00  | \$58.00  | \$74.00  | \$85.00                    | \$95.00  | \$106.00 |  |
| <b>Electricity</b>              | Cooking         | \$4.00                     | \$5.00  | \$6.00   | \$8.00   | \$10.00  | \$11.00                    | \$13.00  | \$14.00  |  |
|                                 | Cooling (A/C)   | \$7.00                     | \$9.00  | \$13.00  | \$15.00  | \$19.00  | \$22.00                    | \$24.00  | \$27.00  |  |
|                                 | Home Heating    | \$24.00                    | \$34.00 | \$43.00  | \$54.00  | \$67.00  | \$78.00                    | \$87.00  | \$97.00  |  |
|                                 | Other Electric  | \$14.00                    | \$19.00 | \$24.00  | \$30.00  | \$38.00  | \$43.00                    | \$49.00  | \$54.00  |  |
|                                 | Water Heating   | \$12.00                    | \$16.00 | \$21.00  | \$25.00  | \$32.00  | \$37.00                    | \$41.00  | \$46.00  |  |
| <b>Natural Gas</b>              | Cooking         | \$2.00                     | \$2.00  | \$3.00   | \$3.00   | \$4.00   | \$5.00                     | \$5.00   | \$6.00   |  |
|                                 | Home Heating    | \$8.00                     | \$12.00 | \$15.00  | \$18.00  | \$22.00  | \$25.00                    | \$28.00  | \$32.00  |  |
|                                 | Water Heating   | \$3.00                     | \$4.00  | \$5.00   | \$7.00   | \$8.00   | \$10.00                    | \$11.00  | \$12.00  |  |
| <b>Oil</b>                      | Home Heating    | \$45.00                    | \$63.00 | \$81.00  | \$98.00  | \$126.00 | \$145.00                   | \$163.00 | \$181.00 |  |
|                                 | Water Heating   | \$19.00                    | \$26.00 | \$33.00  | \$41.00  | \$52.00  | \$59.00                    | \$67.00  | \$74.00  |  |
| <b>Sewer</b>                    | Other           | \$23.00                    | \$32.00 | \$41.00  | \$50.00  | \$63.00  | \$72.00                    | \$81.00  | \$90.00  |  |
| <b>Trash Collection</b>         | Other           | \$14.00                    | \$14.00 | \$14.00  | \$14.00  | \$14.00  | \$14.00                    | \$14.00  | \$14.00  |  |
| <b>Water</b>                    | Other           | \$20.00                    | \$28.00 | \$36.00  | \$44.00  | \$56.00  | \$64.00                    | \$72.00  | \$80.00  |  |
| <b>UTILITY ALLOWANCE TOTAL:</b> |                 | \$                         | \$ 148  | \$       | \$       | \$       | \$                         | \$       | \$       |  |

# **Tab S:**

Supportive Housing Certification

## Virginia Housing Permanent Supportive Housing Services Certification

Permanent Supportive Housing is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

Best practices are described by the U.S. Department of Health and Human Services:

<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

For consideration, provide **all** of the following:

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.
3. Describe your target population(s): Our target population is comprised of people with low incomes who are living with disabling conditions and have multiple barriers to typical housing (such as a history of homelessness; SMI, ID/DD or substance abuse; trauma; criminal background; poor credit history; etc.)
4. List the types of supportive services to be offered: Case Management, Mental Health Support Services, PACT Services, Recovery Support Services, Psychosocial Rehabilitative Services, Crisis Services, Short-term Residential Mental Health Services, Independent Living Support Services
5. Who will be providing supportive services? Region Ten Community Services Board
6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services? 100 %

In addition, I/we certify the following:

### **Services**

**Tenant choice.** Supportive housing tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive service tenants' needs change over time, tenants can receive more or less intensive support services.

**Assertive outreach and engagement.** The service team will use a variety of outreach and engagement techniques to bring tenants into helping relationships.

**Case management.** Case managers will serve as the bridge between tenants and the supports that help them achieve stability and long-term tenancy.

**Housing**

**Tenant choice.** Supportive housing tenants will be able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services.

**Access.** Supportive housing units will be available to people who are experiencing homelessness, are precariously housed and/or who have multiple barriers to housing stability, including disabilities and substance abuse.

**Quality.** Supportive housing units will be similar to other units in the project.

**Integration.** Supportive housing tenants with disabilities will have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.

**Rights of tenancy.** Supportive housing tenant leases or subleases will confer full rights of tenancy, including limitations on landlords’ entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met — paying the rent, not interfering with other tenants’ use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.

**Affordability.** Supportive housing tenants should pay no more than 30% of their incomes toward rent and basic utilities.

**Coordination between housing and services.** Property managers and support service staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

**Delineated roles.** There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

Date 03/07/2023

Owner/Applicant Northeast 11th Street Housing LLC

Service Provider Region Ten

By Jennifer Fitzgerald

By *Lisa M Beitz*

Its Executive Director

Its Executive Director

Title

Title

**Housing**

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The undersigned Owner certifies that each of the above statements is true and correct.

I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

Date 03/07/2023

Owner/Applicant Northeast 11th Street Housing LLC Service Provider \_\_\_\_\_

By Jennifer Fitzgerald By \_\_\_\_\_

Its Executive Director Its \_\_\_\_\_

Title

Title

# COMMUNITY SERVICES HOUSING

## Northeast 11<sup>th</sup> Street Housing

### TARGET POPULATION

The target population of Community Services Housing's properties is low-income people with disabling conditions and multiple barriers to typical housing.

#### Low Income:

- Residents have an average annual income of \$9,000
- Most residents at CSH properties are classified as extremely low income (<30% of the area median income)

#### Multiple barriers to typical housing:

- CSH residents have disabling conditions - chronic medical issues which often including serious mental illness or intellectual or developmental disabilities
- A history of homelessness
- Criminal background
- Nonexistent or poor rental history and/or previous incarceration or previous residence in an emergency shelter or psychiatric hospital
- Active chemical dependency or a recent history of chemical dependency
- Poor credit history
- Zero income
- Sporadic employment history or no employment history
- No high school diploma or equivalent
- Current or past domestic abuse
- Trauma

## **SUPPORTIVE SERVICES OFFERED:**

CSH residents are not required to partake in resident services as a condition of their residency. However, CSH endeavors to work closely with the local Community Services Board and other organizations to provide extensive supportive housing. All residents of Northeast 11<sup>th</sup> Street Housing currently receive services of their choosing from many agencies and organizations in Charlottesville such as Region Ten Community Services Board, The Haven, the Department of Veterans Affairs, the Department of Social Services, and On Our Own. These groups coordinate to provide CSH residents with a full and accommodating menu of services such as:

- Case management
- Mental health support services
- PACT services
- Recovery support services
- Psychosocial rehabilitative services
- Vocational services
- Medical services
- Peer support services
- Rental assistance
- Payee services
- Help obtaining:
  - Security deposit and/or first month's rent
  - Energy assistance
  - Cash and/or food assistance (TANF/SNAP)
  - Transportation

## **LEASE-UP POLICIES INCLUDE:**

- Do not require an application fee or credit check
  - Accept Section 8, PSH, and VASH vouchers, DAP subsidies, and Rapid Rehousing assistance (currently, 94% of the 35 units in this project receive one of these types of rental assistance)
  - Welcome our residents to stay with us as long they would like, provided that they pay their rent and follow the conditions of their lease (which is a standard apartment lease)
  - Work with service providers and the residents to remedy any remediable lease violations so that the resident can remain successfully housed with us
  - Offer a no-cost back-payment agreement, within certain parameters, if a resident misses a rental payment and is then unable to pay it all at once
  - Accept applicants with criminal histories if there are no violent charges (even misdemeanor assault) in the last three years and no charges anywhere in the applicant's history of manufacturing or distributing hard drugs
  - Work hard to maintain good working relationships with agencies and organizations in Charlottesville who also work with our residents
-

## List of Properties Where Services Are Being Provided

301 Carlton Road  
1200 Carlton Avenue  
1210 Carlton Avenue  
1310 Carlton Avenue  
150 Goodman Street  
1013 Altavista Avenue  
600-602 9<sup>th</sup> Street  
604-606 9<sup>th</sup> Street  
705-707 Pine Street  
709-711 Pine Street  
712-714 Pine Street  
713-715 Pine Street  
717-719 Pine Street  
521-525 7-1/2 Street  
527-529 7-1/2 Street  
402 Monticello Road  
1012 Grady Avenue  
309 Spruce Street  
1212 Carlton Avenue  
402 11<sup>th</sup> Street NE Buildings A, B and C  
1412 Short 18<sup>th</sup> Street  
1413 Short 18<sup>th</sup> Street  
1414 Short 18<sup>th</sup> Street  
1415 Short 18<sup>th</sup> Street  
1417 Short 18<sup>th</sup> Street  
1419 Short 18<sup>th</sup> Street



# **Tab T:**

Funding Documentation

# **Tab U:**

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing

## Virginia Housing Renter Education Program

Whether it's a house, apartment, duplex or townhouse, renting can have its advantages over purchasing. Here are some resources to help you understand and explore your options for finding affordable rental housing in Virginia. As a renter, you have certain rights that protect you and your interests, but you also have responsibilities. Become familiar with what you need to know.

Virginia Housing provides Renters the opportunity to complete free courses and access other resources at their website. Renters are encouraged but not required to access this information.

To begin, Renters need to create an account on the VHDA website that is included in the links below. The eBook is a comprehensive resource that covers financial readiness, credit, searching for rentals, the application, the lease agreement, security deposit, tenant rights & responsibilities, housekeeping, and maintenance & repairs.

The online course is available in both English and Spanish. It is comprised of nine (9) standalone modules/chapters and is available 24 hours a day. A Certificate of Completion is made available at the completion of each chapter. Renters can download the certificate, print, save, and share by email if desired.

### Links for Assistance to Renters Before Taking the Renter Education Program:

<https://www.virginiahousing.com/renters>

<https://www.virginiahousingsearch.com/Resources.html>

<https://www.virginiahousing.com/renters/education>

Acknowledgment of Renter of \_\_\_\_\_ (Apartments):

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

Tax Parcel Nos.: 540107200

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Peter L. Henderer, VSB # 40994  
McCandlish Holton, PC  
P.O. Box 796  
Richmond, VA 23218-0796

## **RIGHT OF FIRST REFUSAL AGREEMENT**

### **Northeast 11<sup>th</sup> Street Housing**

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of \_\_\_\_\_, 2023, [Closing Date] by and among **NORTHEAST 11<sup>TH</sup> STREET HOUSING LLC**, a Virginia limited liability company (the “Owner” or the “Company”) (index as Grantor), **COMMUNITY SERVICES HOUSING, INC.**, a Virginia non-stock nonprofit corporation (the “Grantee”, and index as Grantee), and is consented to by **Northeast 11<sup>th</sup> Street Housing Development Inc.**, a Virginia corporation (the “Managing Member”), **VCDC Equity Fund \_\_\_\_\_, LLC**, a Virginia limited liability company (the “Investor Member”) and **VAHM, LLC**, a Virginia limited liability company (the “Special Member”). The Managing Member, Investor Member, and Special Member are sometimes referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

#### Recitals

A. The Owner, pursuant to its Amended and Restated Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of a 40-unit townhouse-style apartment project for families located in Charlottesville, Virginia and commonly known as “Mews Apartments” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is the sole shareholder of a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

#### Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by the Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2.     Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however,* that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14<sup>th</sup>) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3.     Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it

shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

- B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
  - (i) the payment of all cash or immediately available funds at Closing, or
  - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
  - (i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and
  - (ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:
  - (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
  - (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
  - (iii) the Project ceases to be a "qualified low-income housing project" within the meaning of Section 42 of the Code, or

- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the City of Richmond, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**” latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner’s attorney’s fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner’s title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a “Permitted Assignee”) at the election and direction of the Grantee or to any assignee that shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”).

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of



the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

- A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).
- B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement; and
- (iii) If to the Grantee, Community Services Housing, Inc., at 1001 East Market Street, Suite 102, Charlottesville, VA 22902.

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

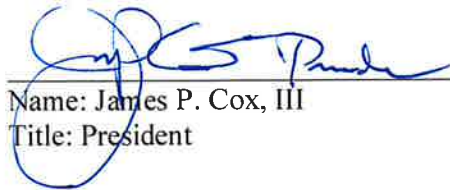
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**GRANTEE:**

**Community Services Housing, Inc.**, a Virginia non-stock nonprofit corporation

By:   
Name: James P. Cox, III  
Title: President

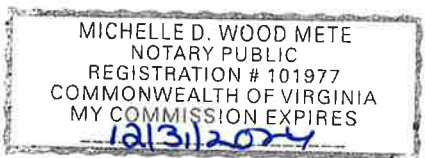
COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF Charlottesville )

On March 13, 2023, before me, the undersigned, a notary public in and for said state, personally appeared James P. Cox, III, the President of **Community Services Housing, Inc.**, a Virginia non-stock nonprofit corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

  
Notary Public

Commission expires: 12/31/2024

Registration No.: 101977



Right of First Refusal Agreement

Northeast 11<sup>th</sup> Street Housing

Signature Page 2 of 5







**EXHIBIT A**

**LEGAL DESCRIPTION**

402 11<sup>th</sup> Street NE  
Charlottesville, Virginia 22902

All that certain lot or parcel of land, located in the City of Charlottesville, Virginia, and more particularly described as "Parcel 107.2 as Shown on Tax Map 54, Being Lot 10A Woods Addition", on a plat made by Dominion Development Resources, LLC, dated July 5, 2006, recorded in the Clerk's Office of the Circuit Court of the City of Charlottesville, Virginia, in Deed Book 1106, page 619-622.

BEING the same property conveyed to Northeast 11<sup>th</sup> Street Housing LLC, a Virginia limited liability company, by Deed dated \_\_\_\_\_ from CH Mews Housing, LP, a Virginia limited partnership, and recording among the land records of the Circuit Court of the City of Charlottesville, Virginia, as Instrument No. \_\_\_\_\_.

# **Tab W:**

Internet Safety Plan and Resident Information Form (if internet amenities selected)

1. Internet Education Information for Residents
2. Internet Acceptable Use Policy:  
Resident Acknowledgement Form
3. Internet Security Plan



The Internet might seem intimidating at first - a vast global communications network with billions of webpages. But in this lesson, we simplify and explain the basics about the Internet using a conversational non-technical style to make it understandable, useful, and enjoyable. There's no reason to be left out!

# Basic Internet Skills

Microsoft Windows PCs

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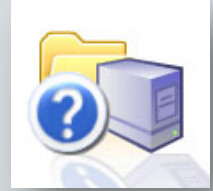
[www.NetLiteracy.org](http://www.NetLiteracy.org)





## What the Internet is:

The Internet, the web, cyberspace, and the 'net are all terms that generally mean the same thing, in this case, we will call it the Internet. The Internet is a **NET**work of computers, all over the world, **INTER**connected to each other and available to any individual. The Internet is used for many different activities including shopping, communicating, learning, and distributing information.



Unfortunately, you cannot open a door to a house and walk outside to “go into the Internet.” Computers are a primary tool you’ll utilize to use the Internet. The Internet is somewhat difficult to describe because you cannot touch it (in a way similar to software). It seems invisible—only computers can see it – and you can see it through a computer. Sometimes the Internet is best described in comparison to a library. The Internet is made up of many individual components, just like a library is made up of many books. The Internet’s components have even more individual parts, just like a book has pages.

## Changing Constantly:

The Internet is a useful source of information about news, sports, and entertainment because it changes along with the minute-by-minute events that occur in the world brings. This might seem confusing. However, it is not

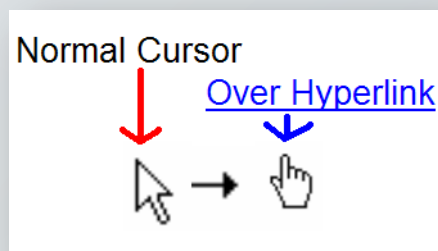


necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.

## Purpose / Content of Websites

On the Internet, there are many websites. These are usually made for one specific purpose; they range from informing you about the news to teaching you how to cook.

The best analogy of a website is a comparison to an entire book or an entire newspaper. Websites are made up of “pages,” just like newspapers and books.



Websites are usually independent, however sometimes they are linked together by hyperlinks (also called links) that allow you to jump from one website to another website. These links allow you to “turn the page,” and move around on the Internet. They are usually underlined and **blue**, however they can be any color and or even a picture. How

do you identify a hyperlink? When your mouse hovers over a hyperlink, the arrow changes into a pointing hand.

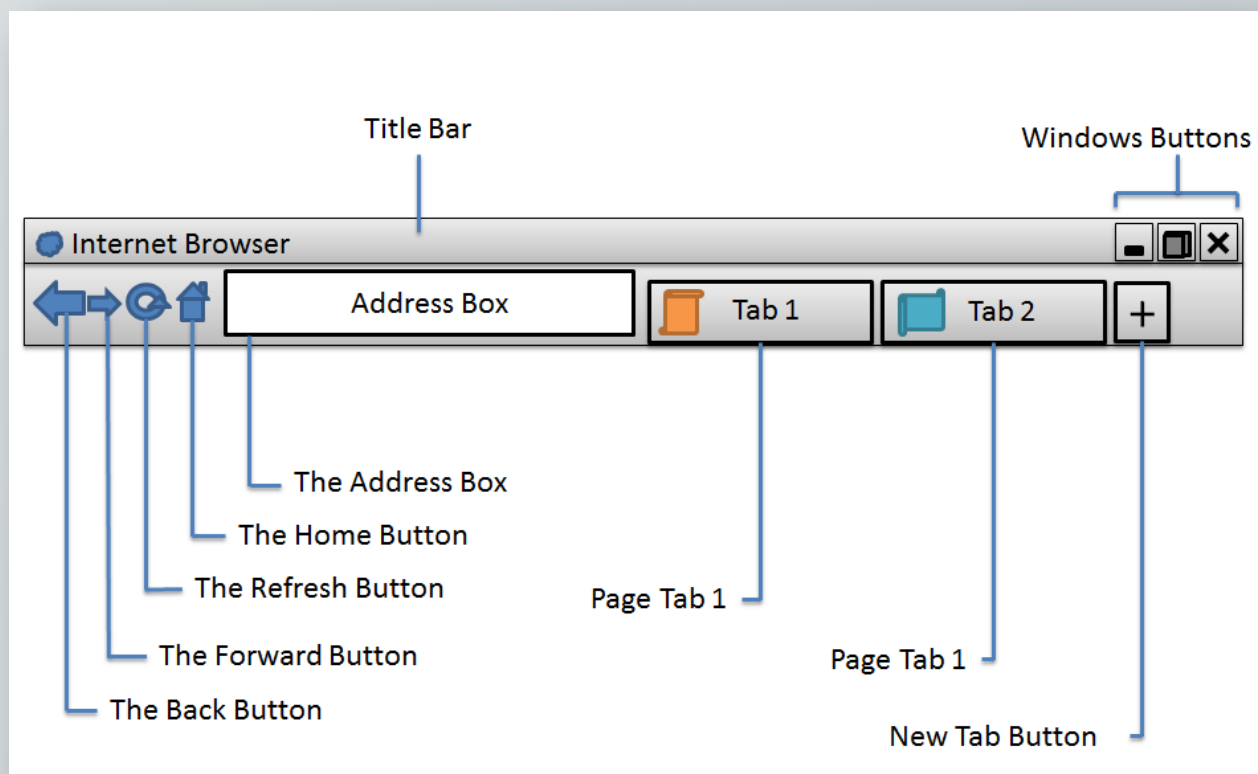
Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that help organize it and will allow you to use it comfortably and easily.





## Applications to Access the Internet

On the computer, you use a program to see the Internet. The program is called a web browser — you “browse” the web with it. Some common brands of web browsers include Internet Explorer, Firefox, and Chrome. They serve the same purpose, navigating the internet, and also have many of the same buttons. For instance, we will take a look at a generic browser’s buttons. You will use these buttons to navigate around the Internet. Sometimes extra buttons might be added, while other times, buttons might have been moved around on the toolbar. If you cannot find a button, just ask someone (they seem to be pretty tricky when they hide from you).



## The Buttons

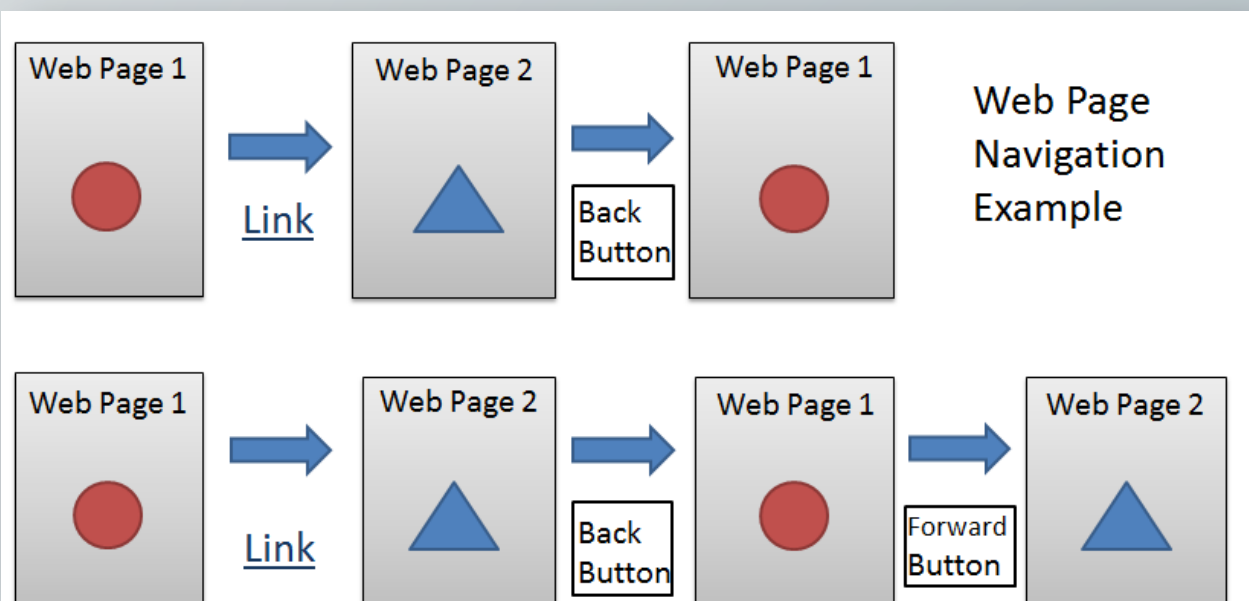
**The Back Button** – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

**The Forward Button** – If you clicked the back button, you don't have to hunt for the hyperlink on the webpage to return to the previous webpage. Just click on the forward button to return to the previous page that you were at before you pressed the back button.

Note: If the forward button is "grayed out" and when you click on it, nothing happens, this means that it is disabled.

**The Refresh Button** – This button is useful if you are looking at pages that contain content that is updated more frequently, such as the news, sports scores, or the weather. By clicking on the refresh button, the web page loads again, and is updated with the latest information.

**The Home Button** - When you open your web browser, the first website that is displayed is your **homepage**. You can change your homepage to fit your preferences. When you click on the home button, it takes you to your homepage.

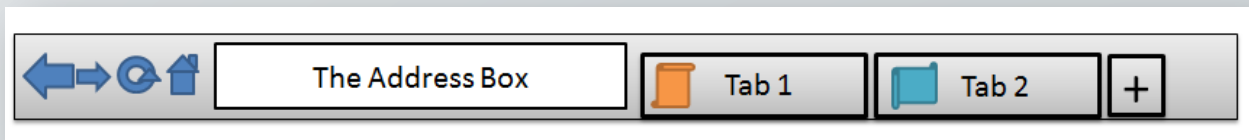






## The Address Box

**The Address Box** – This displays the URL of a webpage. URL stands for Universal Resource Locator, which is a unique address for each webpage – just like your own home’s address is unique. You can type a specific URL into the address box by left clicking in the box once and then typing. Although URLs are all different, they share common characteristics. The basic diagram of a URL is shown below.



# http://www.google.com

**Http://** - Begins most web addresses. Tells the internet browser what protocol to use.

**www**– Stands for “World Wide Web.” Most web addresses have it although it is not necessary. It indicates a web page.

**.(dot)**- Separates parts of the address so it does not all run together and the computer can distinguish the different parts of the address.

**Domain name**– Example: “Google” – A series of numbers, letters or hyphens “-” that identifies the owner of the address.

**.” (dot)**- See previous Definition

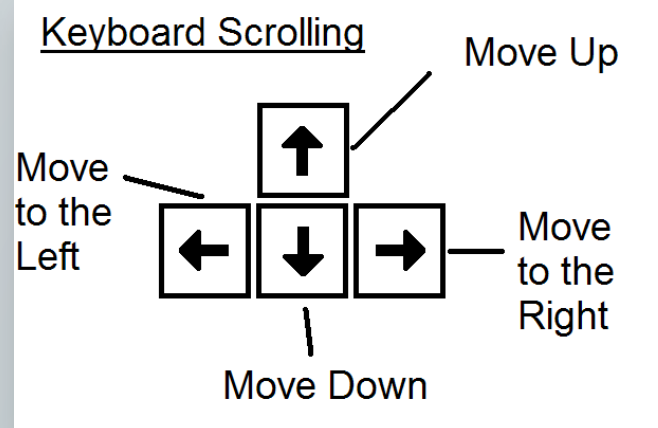
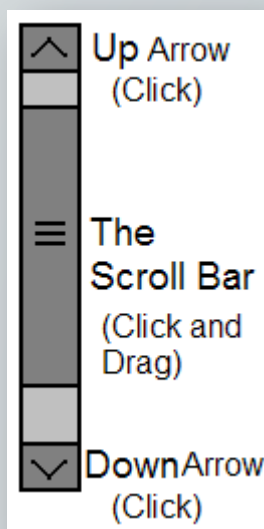
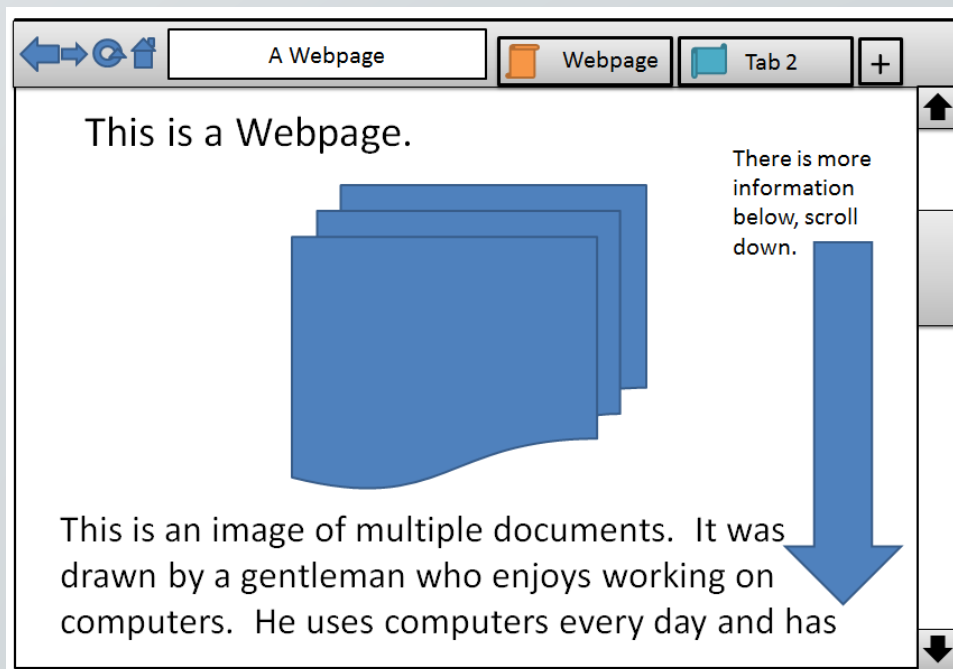
**The Domain**- At the end of a web address. Tells what type of web page you are viewing.  
 .com – Commercial  
 .org – Non-For-Profit Organization  
 .edu – Education (Colleges/Universities)  
 .net – Internet Related  
 .mil – US Military  
 .gov – US Government  
 .us – United States  
 .uk – United Kingdom

Important: Make sure you spell everything correctly. Addresses are very specific and if typed incorrectly, they will direct you to the wrong website. If this happens, simply use your back arrow to return to the previous webpage.



## Scrolling on Webpages

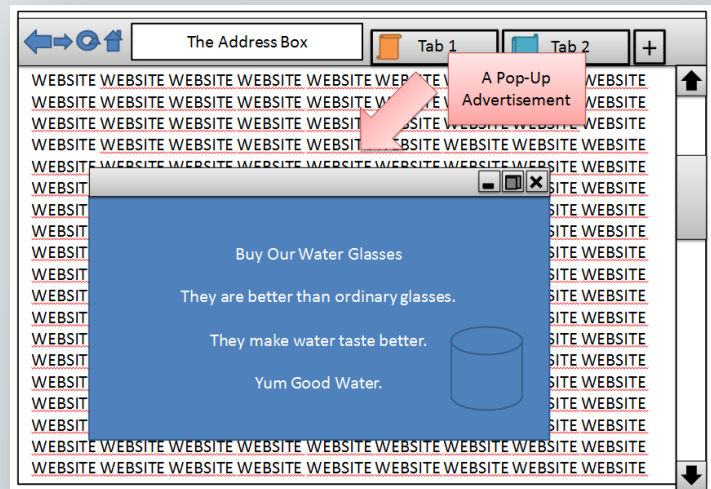
One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information you are missing. If you are tired of using the mouse to scroll up and down, try using the arrow keys.



## Pop Up Advertisements



On the Internet, there are things that help you and things that can make you aggravated. One aggravation is the **Pop Up Ad**. These advertisements are created by aggressive marketers who want you to see their “amazing” product and buy it. Pop ups create their own window and usually appear on top of the information that you are interested in. If you click on a pop up ad, it will take you away from the information you are looking at. If you see a pop up ad, click the X at the top right of the window to close it.



Another type of advertisement is the **Banner**. Banner ads show up at the top of a website or on the side of a website. As a beginner, it's generally wiser to ignore banner advertisements unless you are familiar with the company.

### Searching the Internet

Because there are so many things on the Internet, it is frequently hard to locate exactly what you are looking for. Search engines such as Google ([www.google.com](http://www.google.com)) are very helpful and allow you search the Internet.

A search engine is a Website used to search for information on the World Wide Web. Google first collects websites using a computer program (called a



wanderer, crawler, robot, worm, or spider). Then Google creates an index of these sites so they are searchable. There are many search engines that are available - we use Google for purposes of instruction because most people use it.

### Performing a search in Google (See Next Page for Picture)

1. Go to Google by typing [www.google.com](http://www.google.com) in the URL address box (see page 5). Google is also one of the fastest search engines and provides some of the best results.
2. Next type your topic or key words (words closely related to your topic) into the box under the Google logo.
3. Press Enter or click "Google Search"
4. The next page that will appear is your search results page. This page lists the first few results from your search. Click on one of the page title that has an interesting description or seems most relevant.
5. If you are not satisfied with that website, click the back button and try a different website. If you still cannot find a good website, try searching by using different terms in the search box at the top of the webpage.



### Google Searching Tips

Google will return pages that include all of your search terms. There is no need to include the word "and" between terms. For example, to look for information about parks in Cincinnati, simply type "Cincinnati parks."

Google is not case sensitive. Typing "United States" is the same as typing "UNITED STATES" or "united states."

The more words you include in your search, the more specific your search will be and the more relevant your search results will be.



## Internet Glossary

**Browser** – A software program that allows Internet documents (like webpages) to be viewed, also called a Web Browser.

**Cyberspace** – The world of computer networks.

**Domain Name** – A unique name that identifies a specific computer on the Internet.

**Download** – A term for transferring software or other files from one computer to another.

**Email** – Electronic Mail – Messages sent from one specific user to another using the Internet.

**Email address** – The way a specific user is identified so that they may receive email. An email address can be identified by the “@” sign. E.g., Support@seniorconnects.org

**Home Page** – The first page of a Website, similar to a table of contents.

**HTML** – HyperText Markup Language- A computer language used to make hypertext documents that are sent via the World Wide Web and viewed using a Browser.

**HTTP** – HyperText Transfer Protocol – The way that hypertext documents are transferred over the Internet.

**Hypertext** – A way of presenting information that allows words, pictures, sounds, and actions to be inter-linked so that you may jump between them however you choose.

**Link** – A word, phrase, or image that allows you to jump to another document on the World Wide Web.

**Search Engine** – A website that indexes and allows searching of information gathered from the Internet. Google is an example of this.

**URL** – Uniform Resource Locator – The entire address for a piece of information of the Internet. E.g., www.google.com

**Webpage** – A hypertext document available on the World Wide Web.

**Website** – A collection of webpages.

**World Wide Web** – A collection of resources available on the Internet using a web browser.



## Internet Acceptable Use Policy (AUP)

All users of \_\_\_\_\_ Internet services agree to and must comply with this Acceptable Use Policy (AUP). \_\_\_\_\_ does not exercise editorial control or review over the content of any Web site, electronic mail transmission, paper printout, newsgroup, or other material created or accessible over or through the Services. However, \_\_\_\_\_ may remove, block, filter, or restrict by any other means any materials that, in \_\_\_\_\_ sole discretion, may be illegal, may subject \_\_\_\_\_ to liability, or which may violate this AUP. \_\_\_\_\_ may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and/or \_\_\_\_\_ account or other actions as detailed below.

The following constitute violations of this AUP (this list is intended to be illustrative and not exhaustive; other uses may violate the AUP and \_\_\_\_\_ remains the sole and final arbiter of acceptable usage of its Services):

- **Illegal use:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- **Harm to minors:** Using the Services to harm, or attempt to harm, minors in any way.
- **Threats:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- **Fraudulent activity:** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- **Forgery or impersonation:** Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- **Unsolicited commercial email/Unsolicited bulk email:** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- **Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of \_\_\_\_\_'s or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- **Copyright or trademark infringement:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Collection of personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

- **Reselling the services:** Reselling the Services without \_\_\_\_\_ 's authorization.
- **Network disruptions and unfriendly activity:** Using the Services for any activity which adversely affects the ability of other people or systems to use \_\_\_\_\_ Services or the Internet. This includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the users's responsibility to ensure that their system is configured, operated, and used in a manner to avoid excessive consumption of network or system resources. It is the users's responsibility to ensure that their system is configured in a secure manner. A user may not, through action or inaction, allow others to use their system for illegal or inappropriate actions. A user may not permit their system, through action or inaction, to be configured in such a way that gives a third party the capability to use their system in an illegal or inappropriate manner.
- **High Volume, Server Hosting, and non-traditional end user activities:** The Services are intended for an end user's periodic active use of email, instant messaging, browsing the World Wide Web, and other typical end user activities. High volume data transfers, especially sustained high volume data transfers, are prohibited. Hosting a web server, IRC server, or any other server is prohibited. Accordingly, \_\_\_\_\_ maintains the right to terminate any user's connection following the detection of any high volume data transfer, server hosting, or non-traditional end user activity as determined by \_\_\_\_\_ .

\_\_\_\_\_ requests that anyone who believes that there is a violation of this AUP direct the information to the property manager.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

\_\_\_\_\_ may take any one or more of the following actions, or other actions not listed, at \_\_\_\_\_ 's sole discretion in response to complaints:

- Issue warnings: written or verbal
- Terminate the user's access
- Bill the user for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

\_\_\_\_\_ reserves the right to revise, amend, or modify this AUP, and our other policies and agreements at any time and in any manner.

\_\_\_\_\_ provides public access to the Internet. There are potentially serious security issues with any computer connected to the Internet without the appropriate protection. These security issues range from viruses, worms and other programs that can damage the user's computer to attacks on the computer by unauthorized or unwanted third parties. These parties, known

commonly as "hackers" may attempt to penetrate the user's computer and download information from the user's computer. If the user has unprotected files on the computer, these files may be visible to hackers on the Internet, potentially including parties with criminal intent. Hackers also exploit vulnerabilities in operating systems to cause malicious damage to a user's computer or even a whole company's network, up to and including the destruction or deletion of files or the re-formatting of drives. It is recommended that the user uses either a personal firewall or Virtual Private Network systems to protect this information. \_\_\_\_\_ advises the user that he/she should consult a security expert to determine whether there are any potential security holes in their computer's configuration.

\_\_\_\_\_ SPECIFICALLY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED THIRD-PARTY SECURITY BREACHES OR THE RESULTS THEREOF. \_\_\_\_\_ PROVIDES ACCESS TO THE INTERNET AND THE \_\_\_\_\_ NETWORK ON AN "AS IS" BASIS WITH ALL RISKS INHERENT IN SUCH ACCESS. BY CONNECTING TO THE \_\_\_\_\_ NETWORK, THE USER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET OR DOCUMENT PRINTING AND HEREBY RELEASES AND INDEMNIFIES \_\_\_\_\_ FROM ANY DAMAGES THAT MIGHT OCCUR.

Acknowledgment of Resident:

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_



# Draft Internet Security Plan

## Network Security:

### 1. Purpose

This standard specifies the technical requirements that wireless infrastructure devices must satisfy to connect to a \_\_\_\_\_ (Owner) network. Only those wireless infrastructure devices that meet the requirements specified in this standard or are granted an exception by the InfoSec Team are approved for connectivity to the Owner's network.

Network devices including, but not limited to, hubs, routers, switches, firewalls, remote access devices, modems, or wireless access points, must be installed, supported, and maintained by an Information Security (Infosec) approved support organization.

### 2. Scope

All employees, contractors, consultants, temporary and other workers at Owner and its subsidiaries/affiliates, including all personnel that maintain a wireless infrastructure device on behalf of the Owner, must comply with this standard. This standard applies to wireless devices that make a connection the network and all wireless infrastructure devices that provide wireless connectivity to the network. Infosec must approve exceptions to this standard in advance.

### 3. Standard

#### 3.1 General Requirements:

All wireless infrastructure devices that connect to the Owner's network or provide access to the Owner Confidential, Owner Highly Confidential, or Owner Restricted information must:

- Use Extensible Authentication Protocol-Fast Authentication via Secure Tunneling (EAP-FAST), Protected Extensible Authentication Protocol (PEAP), or Extensible Authentication Protocol-Translation Layer Security (EAP-TLS) as the authentication protocol.
- Use Temporal Key Integrity Protocol (TKIP) or Advanced Encryption System (AES) protocols with a minimum key length of 128 bits.
- All Bluetooth devices must use Secure Simple Pairing with encryption enabled.4.2Lab and Isolated Wireless Device Requirements
- Lab device Service Set Identifier (SSID) must be different from the Owner's production device SSID.
- Broadcast of lab device SSID must be disabled.4.3 Home Wireless Device Requirements  
All home wireless infrastructure devices that provide direct access to the Owner's network, such as those behind Enterprise Teleworker (ECT) or hardware VPN, must adhere to the following:
- Enable WiFi Protected Access Pre-shared Key (WPA-PSK), EAP-FAST, PEAP, or EAP-TLS

- When enabling WPA-PSK, configure a complex shared secret key (at least 20 characters) on the wireless client and the wireless access point
- Disable broadcast of SSID
- Change the default SSID name
- Change the default login and password

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosec Team in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## Equipment

### 1. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at \_\_\_\_\_ (Owner). These rules are in place to protect the employee and Owner. Inappropriate use exposes the Owner to risks including virus attacks, compromise of network systems and services, and legal issues.

### 2. Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct the Owner's business or interact with internal networks and business systems, whether owned or leased by Owner, the employee, or a third party. All employees, contractors, consultants, temporary, and other workers at Owner and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Owner's policies and standards, and local laws and regulation. Exceptions to this policy are documented in section 5.2.

This policy applies to employees, contractors, consultants, temporaries, and other workers at Owner including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Owner.

### 3. Policy

#### 3.1 General Use and Ownership

3.1.1 Owner proprietary information stored on electronic and computing devices whether owned or leased by Owner, the employee or a third party, remains the sole property of the Owner. You must ensure through legal or technical means that proprietary information is protected in accordance with the Data Protection Standard.

3.1.2 You have a responsibility to promptly report the theft, loss or unauthorized disclosure of Owner proprietary information.

3.1.3 You may access, use or share Owner proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.

3.1.4 Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.

3.1.5 For security and network maintenance purposes, authorized individuals within Owner may monitor equipment, systems and network traffic at any time, per Infosec's Audit Policy.

3.1.6 Owner reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

#### 3.2 Security and Proprietary Information

3.2.1 All mobile and computing devices that connect to the internal network must comply with the Minimum Access Policy.

3.2.2 System level and user level passwords must comply with the Password Policy. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

3.2.3 All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. You must lock the screen or log off when the device is unattended.

3.2.4 Postings by employees from an Owner email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the Owner, unless posting is in the course of business duties.

3.2.5 Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware.

### 3.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of Owner authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Owner-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

#### 3.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Owner.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Owner or the end user does not have an active license is strictly prohibited.
- Accessing data, a server or an account for any purpose other than conducting Owner's business, even if you have authorized access, is prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- 6. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using an Owner computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any Owner account.

- Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes. 11. Port scanning or security scanning is expressly prohibited unless prior notification to Infosec is made.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Introducing honeypots, honeynets, or similar technology on the <Company Name> network.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Providing information about, or lists of, Owner's employees to parties outside Owner.

### 3.3.2 Email and Communication Activities

When using company resources to access and use the Internet, users must realize they represent the company. Whenever employees state an affiliation to the company, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the company". Questions may be addressed to the IT Department

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Owner's networks or other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Owner or connected via Owner's network.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

### 3.3.3 Blogging and Social Media

1. Blogging by employees, whether using Owner's property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of Owner's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Owner's policy, is not detrimental to Owner's best interests, and does not interfere with an employee's regular work duties. Blogging from Owner's systems is also subject to monitoring.
2. Owner's Confidential Information policy also applies to blogging. As such, Employees are prohibited from revealing any Owner confidential or proprietary information, trade secrets or any other material covered by Owner's Confidential Information policy when engaged in blogging.
3. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of Owner and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing when blogging or otherwise engaging in any conduct prohibited by Owner's Non-Discrimination and Anti-Harassment policy.
4. Employees may also not attribute personal statements, opinions or beliefs to Owner when engaged in blogging. If an employee is expressing his other beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of Owner's Employees assume any and all risk associated with blogging.
5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, Owner's trademarks, logos and any other Owner intellectual property may also not be used in connection with any blogging activity

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosec team in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

## **Northeast 11<sup>th</sup> Street Housing LLC**

### **MARKETING PLAN FOR UNITS MEETING ACCESSIBILITY REQUIREMENTS**

#### **Northeast 11<sup>th</sup> Street Housing**

Northeast 11th Street Housing is a 40 unit affordable multi-family housing development located within the City of Charlottesville, VA. Six (6) units in the development will be constructed to meet HUD accessibility requirements as outlined in Section 504 of the Rehabilitation Act and will be actively marketed to persons with disabilities in accord with the Fair Housing Act. These six units represent 15% of the total units at the property.

The six (6) accessible units will be held vacant for 60 days, during which ongoing marketing efforts will be documented. The Owner/Agent will market the units to persons with disabilities on an ongoing basis throughout the year and will provide sufficient documentation to Virginia Housing's compliance officer. "Ongoing Basis" shall mean the Owner/Agent will contact at least two (2) resources per month to market the available Section 504 accessible units.

When a Section 504 accessible unit becomes available for occupancy, it shall first be offered to a qualified individual/household with disabilities currently residing at the property in a non-accessible unit who requires accessible features. If no such persons/households reside at the property, the Owner/Agent shall offer the unit to the next available qualified individual/household with disabilities on the property's waiting list. After 60 days if no qualified applicant with disabilities requires the unit, the Owner/Agent may place a tenant household with no disabled members in the unit upon approval by the designated Virginia Housing compliance officer. The approved lease will contain a provision requiring the non-disabled-household to move to a vacant unit of comparable size within the development if a household with disabled members applies for the unit. The prospective disabled-tenant-household will be placed on the property's waiting list until a vacant unit of comparable size is available to complete the non-disabled tenant household's move to the new unit. The moving costs of the temporary / non-disabled tenant household will be paid by the property.

Individuals seeking housing will need to qualify under the income restrictions and application screening of Northeast 11th Street Housing, including but not limited to having a household income at least 60% or less of the Area Median Income.

#### **Resources and Marketing:**

Northeast 11th Street Housing, LLC will utilize the resources of several organizations in the Charlottesville area to promote the availability of its accessible and affordable



housing units. The following agencies will be contacted regularly and be provided with updated leasing information on Northeast 11th Street Housing.

VirginiaHousingSearch.com – Northeast 11th Street Housing will be posted on the **virginiahousingsearch.com** website which will be provided with regular leasing updates.

**Region Ten Community Services Board** – Owner/Agent will communicate with the Region Ten Community Services Board to inform them of available accessible units.

**Charlottesville Redevelopment and Housing Authority** – Owner/Agent will communicate with the Charlottesville Redevelopment and Housing Authority to inform them of available accessible units.

**Department of Social Services** – Owner/Agent will communicate with the Regional Department of Social Services to inform them of available accessible units.

**AccessVA.org** and other supportive non-profit organizations – Owner/Agent will communicate with accessibility minded organizations to inform them of the availability of accessible units at Northeast 11th Street Housing.

**Newspapers/Internet** – Newspaper and internet advertisements reach a broad range of apartment seekers, and as such, provide an excellent form of advertisement. When these methods are used, Owner/Agent will communicate the presence of available accessible units.

Leasing Preference for Virginia Housing Target Populations:

Additionally, Northeast 11th Street Housing, LLC will provide first leasing preference to members of target populations, as defined and required by Virginia Housing. Established by Memorandum of Understanding between Virginia Housing and other participating agencies, target populations will be equipped with state rental assistance. The leasing preference provided by Northeast 11th Street Housing, LLC shall apply to no more than 10% of the units (total of 6 units) at the property at a given time. The owner will not impose tenant selection criteria or leasing terms to individuals receiving this preference that are more restrictive than:

- 1.) the property's standard eligibility requirements / leasing terms;
- 2.) the eligibility criteria for state rental assistance; or
- 3.) any terms in the Virginia Housing MOU establishing the target population.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

**NOT APPLICABLE**

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation

**NOT APPLICABLE**

# **Tab AA:**

Priority Letter from Rural Development

**NOT APPLICABLE**

**TAB AB:**

Social Disadvantage Certification

**NOT APPLICABLE**