



Tab A:

Signed PDF of the Excel Application(MANDATORY)

2023 Federal Low Income Housing Tax Credit Program

Application For Reservation

MIXED CONSTRUCTION

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 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

Name	Email	Phone Number
JD Bondurant	jd.bondurant@virginiahousing.com	(804) 343-5725
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@virginiahousing.com	(804) 584-4729
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Jaki Whitehead	jaki.whitehead@virginiahousing.com	(804) 343-5861

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223 Low-Income Housing Tax Credit Application For Reservation - Mixed Construction

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.

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

VHDA TRACKING NUMBER

2023-C-61

GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/16/2023

1. Development Name: Rivermont School Apartments

2. Address (line 1): 1011 N. Rockbridge Avenue

Address (line 2):

City: Covington

State: VA

Zip: 24426

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 Alleghany County

5. The site overlaps one or more jurisdictional boundaries..... TRUE

If true, what other City/County is the site located in besides response to #4?..... Covington City

6. Development is located in the census tract of: 601.00

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** TRUE

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%
	FALSE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 9

Planning District: 5

State Senate District: 25

State House District: 19

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

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

The proposed Rivermont School Apartments project consists of 49 affordable units. 17 of the units will be housed in the historic Rivermont School. 32 of the units will be in an adjacent new construction building.

VHDA TRACKING NUMBER

2023-C-61

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: Allen Dressler
 Chief Executive Officer's Title: City Manager Phone: (540) 965-6300
 Street Address: 333 W. Locust Street
 City: Covington State: VA Zip: 24426

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

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

Chief Executive Officer's Name: N/A
 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:

Balance of State 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:

Mixed Construction

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 relates 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 cancelled**

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.

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: Rivermont School Apartments, LLC

Developer Name: Lisa A. Sari, Manager.

Contact: M/M ▶ Ms. First: Lisa MI: A Last: Sari

Address: 401 E 4th Street, Suite 203

City: Winston Salem St. ▶ NC Zip: 27101

Phone: (336) 714-8910 Ext. Fax:

Email address: Lisa@LandmarkDevCo.com

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

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

Additional Contact: Please Provide Name, Email and Phone number.
Samuel J. Sari - (336) 714-8910 - Sam@LandmarkDevCo.com

- 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
Landmark Asset Services, Inc.	(336) 714-8910	Managing Member	100.000%
Lisa A. Sari (100% Owner & President of Landmark)	(336) 972-4192	Managing Member	0.000% <i>needs</i>
			0.000%
			0.000%
			0.000%
			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.

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**)

TRUE 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**)

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: ▶ Option
 Expiration Date: 12/31/2023

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..... 12/31/2023 .

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**.)

SITE CONTROL

3. Seller Information:

Name: Industrial Development Authority of Covington-Alleghany County Virginia

Address: 9212 Winterberry Avenue

City: Covington St.: VA Zip: 24426

Contact Person: Allen Dressler Phone: (540) 965-6300

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

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>
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION *Provide Email address for each completed team member*

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:	<u>Deborah L. McKenney</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Blanco Tackabery & Matamoros, P.A.</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>404 N. Marshall St, Winston Salem, NC, 27101</u>		
Email:	<u>d1m@blancolaw.com</u>	Phone:	<u>(336) 293-9045</u>
2. Tax Accountant:	<u>Wade Pack</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Bernard Robinson and Company</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>1501 Highwoods Blvd., Suite 300, Greensboro, NC 27410</u>		
Email:	<u>wpack@brccpa.com</u>	Phone:	<u>(336) 232-4412</u>
3. Consultant:	<u></u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u></u>	DEI Designation?	<u>FALSE</u>
Address:	<u></u>	Role:	<u></u>
Email:	<u></u>	Phone:	<u></u>
4. Management Entity:	<u>Blair Maas</u>	This is a Related Entity.	<u>TRUE</u>
Firm Name:	<u>Landmark Property Management Company</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>401 East Fourth Street, Winston Salem, NC 27101</u>		
Email:	<u>blair@landmarkdevelopment.biz</u>	Phone:	<u>(336) 714-8939</u>
5. Contractor:	<u>TBD</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u></u>	DEI Designation?	<u>FALSE</u>
Address:	<u></u>		
Email:	<u></u>	Phone:	<u></u>
	<i>Provide Email address for completed team member</i>		
6. Architect:	<u>Mikel Griffin</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>CJMW Atchitecture</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>1030 Main Street, Lynchburg, VA 24504</u>		
Email:	<u>mike.griffin@cjmw.com</u>	Phone:	<u>(434) 847-6564</u>
7. Real Estate Attorney:	<u>Deborah L. McKenney</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Blanco, Tackabery & Matamoros, P.A.</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>404 N. Marshall St, Winston Salem, NC, 27101</u>		
Email:	<u>d1m@blancolaw.com</u>	Phone:	<u>(336) 293-9045</u>
8. Mortgage Banker:	<u></u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u></u>	DEI Designation?	<u>FALSE</u>
Address:	<u></u>		
Email:	<u></u>	Phone:	<u></u>
9. Other:	<u></u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u></u>	DEI Designation?	<u>FALSE</u>
Address:	<u></u>	Role:	<u></u>
Email:	<u></u>	Phone:	<u></u>

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..... FALSE
 If so, when was the most recent year that this development received credits? 0
- 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..... TRUE
- 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..... **FALSE**

- 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)..... **FALSE**
 - 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)

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:

- FALSE a. Be authorized to do business in Virginia.
FALSE b. Be substantially based or active in the community of the development.
FALSE 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.
FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
FALSE e. Not be affiliated with or controlled by a for-profit organization.
FALSE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
FALSE 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.

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..... FALSE (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..... FALSE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: [Yellow box]

Name: [Yellow box]

Contact Person: [Yellow box]

Street Address: [Yellow box]

City: [Yellow box] State: [Yellow box] Zip: [Yellow box]

Phone: [Yellow box] Contact Email: [Yellow box]

NONPROFIT INVOLVEMENT

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 0.0%

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: _____

or indicate true if Local Housing Authority..... TRUE

Name of Local Housing Authority Covington Redevelopment and 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.

STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	49	bedrooms	101
Total number of rental units in development	49	bedrooms	101
Number of low-income rental units	49	bedrooms	101
Percentage of rental units designated low-income	100.00%		

b. Number of new units:.....	32	bedrooms	76
Number of adaptive reuse units:	17	bedrooms	25
Number of rehab units:.....	0	bedrooms	0

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..... 67,974.00 (Sq. ft.)

e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage)..... 1,244.00 (Sq. ft.)

f. Nonresidential Commercial Floor Area (Not eligible for funding)..... 0.00

g. Total Usable Residential Heated Area..... 66,730.00 (Sq. ft.)

New Construction	41,276.00
Adaptive Reuse	25,454.00
Rehab	-

h. Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space**..... 100.00%

i. Exact area of site in acres 3.500

j. Locality has approved a final site plan or plan of development..... TRUE
If True, Provide required documentation (**TAB O**).

k. Requirement as of 2016: Site must be properly zoned for proposed development.
ACTION: Provide required zoning documentation (**MANDATORY TAB G**)

l. Development is eligible for Historic Rehab credits.....	New	Adaptive Reuse	Rehab
	TRUE	TRUE	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.

1. **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	1163.55	SF	9	9
2BR Garden	1339.67	SF	28	28
3BR Garden	1562.27	SF	12	12
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
			49	49

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

b. New Construction: Specify the average size and number per unit type for the New Construction Units.

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	1198.73	SF	20	20
2BR Garden	1441.79	SF	12	12
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
			32	32

Note: Please be sure to enter the number of units in the appropriate unit category. If not, you will find errors on the self scoresheet.

Total LI Avg Sq Feet: 41,276.00

I. STRUCTURE AND UNITS INFORMATION

c. Adaptive Reuse: Specify the average size and number per unit type for the Adaptive Reuse Units.

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	1390.33	SF	9	9
2BR Garden	1617.63	SF	8	8
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

Note: Please be sure to enter the number of units in the appropriate unit category. If not, you will find errors on the self scoresheet.

17
17
Total LI Avg Sq Feet: 25,454.00

d. Rehab: Specify the average size and number per unit type for the Rehab Units.

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	0.00	SF	0	0
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

Note: Please be sure to enter the number of units in the appropriate unit category. If not, you will find errors on the self scoresheet.

0
0
Total LI Avg Sq Feet: -

I. STRUCTURE AND UNITS INFORMATION

3. Structures

- a. Number of Buildings (containing rental units)..... 2
- b. Age of Structure:..... 83 years
- c. Maximum Number of stories:..... 2

- d. The development is a scattered site development..... FALSE

- e. Commercial Area Intended Use: N/A

- 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)..... TRUE
 - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
 - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

- 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>TRUE</u>
iv. Crawl space	<u>TRUE</u>		

- h. Development contains an elevator(s). TRUE
 - If true, # of Elevators. 2
 - Elevator Type (if known) _____

- i. Roof Type ▶ Combination
- j. Construction Type ▶ Combination
- k. Primary Exterior Finish ▶ Combination

4. Site Amenities (indicate all proposed)

- | | | | |
|------------------------------|--------------|-------------------------|--------------|
| a. Business Center..... | <u>TRUE</u> | f. Limited Access..... | <u>FALSE</u> |
| b. Covered Parking..... | <u>FALSE</u> | g. Playground..... | <u>TRUE</u> |
| c. Exercise Room..... | <u>TRUE</u> | h. Pool..... | <u>FALSE</u> |
| d. Gated access to Site..... | <u>FALSE</u> | i. Rental Office..... | <u>TRUE</u> |
| e. Laundry facilities..... | <u>TRUE</u> | j. Sports Activity Ct.. | <u>FALSE</u> |
| | | k. Other: | _____ |
-
- l. Describe Community Facilities: Community room more than 749 sqft.

 - m. Number of Proposed Parking Spaces 85
 Parking is shared with another entity TRUE

 - 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**).

I. 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	28.30%
Project Wide Capture Rate - Market Units	n/a
Project Wide Capture Rate - All Units	28.30%
Project Wide Absorption Period (Months)	4

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: All Applicants must commit to provide free Wi-Fi access in the community room and restrict usage to residents only.

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

New Constr.	Adaptive Reuse	Rehab	
TRUE			a. A community/meeting room with a minimum of 749 square feet is provided.
50.00%			b1. Percentage of brick covering the exterior walls.
50.00%			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.
FALSE	FALSE	FALSE	c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
FALSE	FALSE	FALSE	d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
FALSE	Select if True for REHAB portion		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	Choose for all units		g. Each unit is provided free individual high speed internet access.
or			
FALSE			h. Each unit is provided free individual WiFi access.
TRUE	Choose for all units		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	Choose for all units		k. Cooking surfaces are equipped with fire prevention features
or			
TRUE			l. Cooking surfaces are equipped with fire suppression features.
FALSE	Select if True for REHAB portion		m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
or			
TRUE	TRUE	FALSE	n. All Construction types: each unit is equipped with a permanent dehumidification system.
TRUE	TRUE	FALSE	o. All interior doors within units are solid core.
TRUE	TRUE	FALSE	p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
TRUE	TRUE	FALSE	q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
0%	Choose for all units		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)
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.

J. ENHANCEMENTS

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

- FALSE FALSE FALSE a. All cooking ranges have front controls.
- FALSE FALSE FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE FALSE FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- FALSE FALSE 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

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.
- 47 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards: 96% 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.

UTILITIES

1. Utilities Types:

- a. Heating Type Heat Pump
- 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>TRUE</u> | Heat? | <u>FALSE</u> |
| Hot Water? | <u>FALSE</u> | AC? | <u>FALSE</u> |
| Lighting/ Electric? | <u>FALSE</u> | Sewer? | <u>TRUE</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	14	17	20	0
Air Conditioning	0	6	8	9	0
Cooking	0	6	7	8	0
Lighting	0	22	27	31	0
Hot Water	0	13	16	18	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$61	\$74	\$86	\$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. FALSE Local PHA
- e. TRUE Other: Viridiant

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.

X. 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

FALSE

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..... **FALSE**
(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: **Covington Redevelopment and Housing Authority**

Contact person: **Kim Byrd**

Title: **Executive Director**

Phone Number: **(540) 968-0311**

Action: Provide required notification documentation (TAB L)

b. Leasing preference will be given to individuals and families with children..... **TRUE**
(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: **12**
% of total Low Income Units **24%**

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: **Sam**

Last Name: **Sari**

SPECIAL HOUSING NEEDS

Phone Number: (336) 714-8910

Email: Sam@LandmarkDevCo.com

X. 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
- TRUE Section 8 Project Based Assistance
- FALSE RD 515 Rental Assistance
- FALSE Section 8 Vouchers
*Administering Organization: _____
- FALSE State Assistance
*Administering Organization: _____
- 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:

5

How many years in rental assistance contract?

20.00

Expiration date of contract:

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
5	10.20%	40% Area Median
0	0.00%	50% Area Median
44	89.80%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
49	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
5	10.20%	40% Area Median
20	40.82%	50% Area Median
24	48.98%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
49	100.00%	Total

- 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 (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	1	1	734.27	\$450.00	\$450
Mix 2	1 BR - 1 Bath	40% AMI	1		726.88	\$450.00	\$450
Mix 3	1 BR - 1 Bath	40% AMI	1		726.88	\$450.00	\$450
Mix 4	1 BR - 1 Bath	50% AMI	1		727.81	\$500.00	\$500
Mix 5	1 BR - 1 Bath	50% AMI	1		734.27	\$500.00	\$500
Mix 6	1 BR - 1 Bath	50% AMI	1		727.81	\$500.00	\$500
Mix 7	1 BR - 1 Bath	60% AMI	1		726.88	\$575.00	\$575
Mix 8	1 BR - 1 Bath	60% AMI	1		726.88	\$575.00	\$575
Mix 9	1 BR - 1 Bath	60% AMI	1		727.81	\$575.00	\$575
Mix 10	2 BR - 1.5 Bath	40% AMI	1		1042.73	\$550.00	\$550

L. UNIT DETAILS

Mix 11	2 BR - 1.5 Bath	50% AMI	1	1	1133.19	\$600.00	\$600
Mix 12	2 BR - 1.5 Bath	50% AMI	1		871.88	\$600.00	\$600
Mix 13	2 BR - 1.5 Bath	50% AMI	1		871.88	\$600.00	\$600
Mix 14	2 BR - 1.5 Bath	60% AMI	1		872.11	\$675.00	\$675
Mix 15	2 BR - 1.5 Bath	60% AMI	1		872.11	\$675.00	\$675
Mix 16	2 BR - 1.5 Bath	60% AMI	1		965.34	\$675.00	\$675
Mix 17	2 BR - 1.5 Bath	60% AMI	1		1019.79	\$675.00	\$675
Mix 18	2 BR - 2 Bath	50% AMI	1		884.49	\$600.00	\$600
Mix 19	2 BR - 2 Bath	50% AMI	1		884.49	\$600.00	\$600
Mix 20	2 BR - 2 Bath	50% AMI	1		884.49	\$600.00	\$600
Mix 21	2 BR - 2 Bath	50% AMI	1		884.49	\$600.00	\$600
Mix 22	2 BR - 2 Bath	50% AMI	1		884.49	\$600.00	\$600
Mix 23	2 BR - 2 Bath	50% AMI	1	1	884.49	\$600.00	\$600
Mix 24	2 BR - 2 Bath	50% AMI	1		884.49	\$600.00	\$600
Mix 25	2 BR - 2 Bath	50% AMI	1		884.49	\$600.00	\$600
Mix 26	2 BR - 2 Bath	50% AMI	1		884.49	\$600.00	\$600
Mix 27	2 BR - 2 Bath	50% AMI	1		884.49	\$600.00	\$600
Mix 28	2 BR - 2 Bath	60% AMI	1		884.49	\$675.00	\$675
Mix 29	2 BR - 2 Bath	60% AMI	1		884.49	\$675.00	\$675
Mix 30	2 BR - 2 Bath	60% AMI	1		884.49	\$675.00	\$675
Mix 31	2 BR - 2 Bath	60% AMI	1		884.49	\$675.00	\$675
Mix 32	2 BR - 2 Bath	60% AMI	1		884.49	\$675.00	\$675
Mix 33	2 BR - 2 Bath	60% AMI	1	1	884.49	\$675.00	\$675
Mix 34	2 BR - 2 Bath	60% AMI	1		884.49	\$675.00	\$675
Mix 35	2 BR - 2 Bath	60% AMI	1		884.49	\$675.00	\$675
Mix 36	2 BR - 2 Bath	60% AMI	1		884.49	\$675.00	\$675
Mix 37	2 BR - 2 Bath	60% AMI	1		884.49	\$675.00	\$675
Mix 38	3 BR - 2 Bath	40% AMI	1		1198.60	\$625.00	\$625
Mix 39	3 BR - 2 Bath	50% AMI	1		1094.38	\$750.00	\$750
Mix 40	3 BR - 2 Bath	50% AMI	1		1089.67	\$750.00	\$750
Mix 41	3 BR - 2 Bath	50% AMI	1		1089.67	\$750.00	\$750
Mix 42	3 BR - 2 Bath	50% AMI	1		1094.38	\$750.00	\$750
Mix 43	3 BR - 2 Bath	60% AMI	1		1198.60	\$825.00	\$825
Mix 44	3 BR - 2 Bath	60% AMI	1		1198.60	\$825.00	\$825
Mix 45	3 BR - 2 Bath	60% AMI	1		1094.38	\$825.00	\$825
Mix 46	3 BR - 2 Bath	60% AMI	1		1089.67	\$825.00	\$825
Mix 47	3 BR - 2 Bath	60% AMI	1		1089.67	\$825.00	\$825
Mix 48	3 BR - 2 Bath	60% AMI	1		1094.38	\$825.00	\$825
Mix 49	3 BR - 2 Bath	60% AMI	1	1	1198.60	\$825.00	\$825
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

L. UNIT DETAILS

Mix 66									\$0
Mix 67									\$0
Mix 68									\$0
Mix 69									\$0
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
TOTALS			49	5					\$31,775

Total Units	49	Net Rentable SF:	TC Units	45,428.92
			MKT Units	0.00
			Total NR SF:	45,428.92

Floor Space Fraction (to 7 decimals) 100.00000%

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,500
2. Office Salaries			\$0
3. Office Supplies			\$5,300
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$21,625
	<u>6.04%</u> of EGI	<u>\$441.33</u> Per Unit	
6. Manager Salaries			\$21,840
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$274
9. Auditing			\$5,250
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$4,800
12. Tax Credit Monitoring Fee			\$1,715
13. Miscellaneous Administrative			\$4,299
Total Administrative			\$66,603

Utilities

14. Fuel Oil			\$0
15. Electricity			\$15,000
16. Water			\$7,332
17. Gas			\$0
18. Sewer			\$7,892
Total Utility			\$30,224

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$1,500
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$1,346
23. Trash Removal			\$4,200
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$2,625
27. Grounds Contract			\$5,000
28. Maintenance/Repairs Payroll			\$21,112
29. Repairs/Material			\$2,450
30. Repairs Contract			\$6,125
31. Elevator Maintenance/Contract			\$7,430
32. Heating/Cooling Repairs & Maintenance			\$2,800
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$500
35. Decorating/Payroll/Contract			\$3,675
36. Decorating Supplies			\$1,838
37. Miscellaneous			\$3,580
Totals Operating & Maintenance			\$64,181

M. OPERATING EXPENSES

Taxes & Insurance	
38. Real Estate Taxes	\$15,000
39. Payroll Taxes	\$5,919
40. Miscellaneous Taxes/Licenses/Permits	\$300
41. Property & Liability Insurance	\$37,697
42. Fidelity Bond	\$70
43. Workman's Compensation	\$1,146
44. Health Insurance & Employee Benefits	\$5,400
45. Other Insurance	\$0
Total Taxes & Insurance	\$65,532
Total Operating Expense	\$226,540

Total Operating Expenses Per Unit	<u>\$4,623</u>	C. Total Operating Expenses as % of EGI	<u>63.30%</u>
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$14,700
---	-----------------

Total Expenses	\$241,240
-----------------------	------------------

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

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	3/5/2021	Landmark
b. Site Acquisition	12/31/2023	Landmark
c. Zoning Approval	Completed	Landmark
d. Site Plan Approval	N/A	Landmark
2. Financing		
a. Construction Loan		
i. Loan Application	4/1/2024	Landmark
ii. Conditional Commitment	5/15/2024	Landmark
iii. Firm Commitment	6/1/2024	Landmark
b. Permanent Loan - First Lien		
i. Loan Application	4/1/2024	Landmark
ii. Conditional Commitment	5/15/2024	Landmark
iii. Firm Commitment	6/1/2024	Landmark
c. Permanent Loan-Second Lien		
i. Loan Application	N/A	Landmark
ii. Conditional Commitment	N/A	Landmark
iii. Firm Commitment	N/A	Landmark
d. Other Loans & Grants		
i. Type & Source, List	Complete	Landmark
ii. Application	Complete	Landmark
iii. Award/Commitment	6/1/2024	Landmark
2. Formation of Owner	Completed	Landmark
3. IRS Approval of Nonprofit Status	N/A	N/A
4. Closing and Transfer of Property to Owner	12/31/2023	Landmark
5. Plans and Specifications, Working Drawings	3/1/2024	Landmark
6. Building Permit Issued by Local Government	5/1/2024	Landmark
7. Start Construction	7/1/2024	Landmark
8. Begin Lease-up	8/31/2025	LPMC
9. Complete Construction	12/31/2025	Landmark
10. Complete Lease-Up	4/31/2025	LPMC
11. Credit Placed in Service Date	12/31/2025	Landmark

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

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/ New Construction	"70 % Present Value Credit"
Must Use Whole Numbers Only!				
1. Contractor Cost				
a. Unit Structures (New)	7,747,402	0	0	7,747,402
b. Unit Structures (Rehab)	0	0	0	0
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
Total Structure	7,747,402	0	0	7,747,402
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	200,000	0	0	200,000
o. Demolition	0	0	0	0
p. Site Work	825,000	0	0	800,000
q. Other Site work	0	0	0	0
Total Land Improvements	1,025,000	0	0	1,000,000
Total Structure and Land	8,772,402	0	0	8,747,402
r. General Requirements	514,344	0	0	514,344
s. Builder's Overhead (2.0% Contract)	171,448	0	0	171,448
t. Builder's Profit (5.9% Contract)	514,344	0	0	514,344
u. Bonds	0	0	0	0
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
Contractor Costs	\$9,972,538	\$0	\$0	\$9,947,538

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.

MUST USE WHOLE NUMBERS ONLY! 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/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$4,082 /Unit)	200,000	0	0	200,000
c. Architecture Supervision Fee \$1,071 /Unit)	52,500	0	0	52,500
d. Tap Fees	0	0	0	0
e. Environmental	14,000	0	0	14,000
f. Soil Borings	5,500	0	0	5,500
g. Green Building (Earthcraft, LEED, etc.)	30,000	0	0	30,000
h. Appraisal	10,000	0	0	10,000
i. Market Study	6,000	0	0	6,000
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 Origination Fee	66,000	0	0	66,000
n. Construction Interest (6.8% for 24 months)	400,000	0	0	300,000
o. Taxes During Construction	9,000	0	0	9,000
p. Insurance During Construction	45,000	0	0	45,000
q. Permanent Loan Fee (1.0%)	15,800	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	15,000	0	0	15,000
u. Accounting	0	0	0	0
v. Title and Recording	65,000	0	0	0
w. Legal Fees for Closing	59,100	0	0	15,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	76,250			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	60,000	0	0	60,000
ab. Organization Costs	6,000	0	0	0
ac. Operating Reserve	168,007	0	0	0
ad. Contingency	712,315	0	0	712,315
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

ag. Servicing Reserve	0			
(1) Other* specify:		0	0	
(2) Other* specify: Engineering	100,000	0	0	100,000
(3) Other* specify: Lender Inspections	16,200	0	0	16,200
(4) Other* specify: Const. Lender Due Diligence	15,000	0	0	15,000
(5) Other* specify: Real Estate Attorney	50,000	0	0	37,500
(6) Other* specify: Leasing	15,000	0	0	0
(7) Other* specify: Historic Fees	25,000	0	0	25,000
(8) Other* specify: Other Design Fee	10,000	0	0	10,000
(9) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$2,256,672	\$0	\$0	\$1,754,015
Subtotal 1 + 2 (Owner + Contractor Costs)	\$12,229,210	\$0	\$0	\$11,701,553
3. Developer's Fees	1,200,000			1,200,000
Action: Provide Developer Fee Agreement (Tab A)				
4. Owner's Acquisition Costs				
Land	0			
Existing Improvements	0	0		
Subtotal 4:	\$0	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$13,429,210	\$0	\$0	\$12,901,553

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:

\$1,408,337

See Cost Distribution for Proposed Cost Limit/Sq Feet

1.1 Distribution of Costs by Construction Type

1. Provide details of costs broken out by construction type:

Cost Type	Actual Costs	New Construction	Adaptive Reuse	Rehab
a. Contractor Costs	\$9,972,538	\$5,484,896	\$4,487,642	\$0
Separate Commercial Space Costs		\$0	\$0	\$0
% of Contractor Costs		55%	45%	0%
b. Owner Costs				
Tap Fees	\$0	\$0	\$0	\$0
Operating Reserves	\$168,007	\$92,404	\$75,603	\$0
All Other Owner Costs (exclude Developer Fee)	\$2,088,665	\$1,148,766	\$939,899	\$0
c. Land Cost	\$0	\$0	\$0	\$0
d. Building Acquisition Costs (see note for previously owned buildings)	\$0		\$0	\$0
f. Developer's Fee	\$1,200,000	\$660,000	\$540,000	\$0
Total	\$13,429,210	\$7,386,066	\$6,043,144	\$0
Less: Tap Fees, Operating Reserves, Commercial Space and Land		\$92,404	\$75,603	\$0
Net		\$7,293,662	\$5,967,541	\$0
Number of Units from Structure:	49	32	17	0
% of Overall Units:		65%	35%	0%
Proposed Development's Cost per Sq Ft		\$177	\$234	\$0
Applicable Cost Limits per Sq Ft		\$239	\$239	\$192
Proposed Development's Cost per Unit		\$227,927	\$351,032	\$0
Applicable Cost Limits per Unit		\$288,464	\$288,464	\$222,528

9. 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) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	13,429,210	0	0	12,901,553

2. Reductions in Eligible Basis

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	1,244,944

3. Total Eligible Basis (1 - 2 above)

0	0	11,656,609
---	---	------------

4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	3,496,983
c. For Green Certification (Eligible Basis x 10%)		0
Total Adjusted Eligible basis	0	15,153,592

5. Applicable Fraction

100.00000%	100.00000%	100.00000%
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6. Total Qualified Basis (Eligible Basis x Applicable Fraction)

0	0	15,153,592
---	---	------------

7. Applicable Percentage

(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)

9.00%	9.00%	9.00%
-------	-------	-------

8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)

(Must be same as BIN total and equal to or less than credit amount allowed)

\$0	\$0	\$1,363,823
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\$1,363,823 Combined 30% & 70% P. V. Credit
--

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. TBD			\$8,800,000	
2.				
3.				
Total Construction Funding:			\$8,800,000	

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	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. REACH			\$980,000	\$49,264	2.95%	30	30
2. TAXABLE			\$600,000	\$45,509	6.50%	30	30
3. RVARC WPPDC LOAN		7/7/2022	\$400,000		0.00%		30
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$1,980,000	\$94,773			

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	

SOURCES OF FUNDS

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.	Donation of Property	3/5/2021	\$515,000
2.	RVARC WPPDC BELOW MARKET LOAN	7/7/2022	\$400,000
3.			
4.			
5.			
Total Subsidized Funding			\$915,000

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..... **TRUE**

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

Below-Market 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	\$980,000
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other: RVARC WPPDC Loan	\$400,000
l.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$600,000
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*

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

Grants

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.

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. TRUE 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	\$1,244,944	x Equity \$	\$0.820	=	\$1,020,752
Amount of Virginia historic credits	\$1,556,180	x Equity \$	\$0.820	=	\$1,276,068

b. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$14,885	(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**.

Equity Total \$14,885

2. Equity Gap Calculation

a. Total Development Cost	\$13,429,210
b. Total of Permanent Funding, Grants and Equity	- \$4,291,705
c. Equity Gap	\$9,137,505
d. Developer Equity	- \$914
e. Equity gap to be funded with low-income tax credit proceeds	\$9,136,591

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator: TBD

Contact Person: _____ Phone: _____

Street Address: _____

City: _____ State: _____ Zip: _____

b. Syndication Equity

i. Anticipated Annual Credits	\$1,075,000.00
Breakdown of Credits by Type	
New Construction	\$591,250.00
Adaptive Reuse	\$483,750.00
Rehab	\$0.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.850
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	\$1,074,893
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$9,136,591

c. Syndication: Private

d. Investors: Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$9,136,591

5. Net Equity Factor

Must be equal to or greater than 85% 85.0000441905%

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>\$13,429,210</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$4,291,705</u>
3. Equals Equity Gap		<u>\$9,137,505</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>85.0000441905%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$10,750,001</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,075,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,363,823</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,075,000</u>
Credit per LI Units		<u>\$21,938.7755</u>
Credit per LI Bedroom		<u>\$10,643.5644</u>
	Combined 30% & 70% PV Credit Requested	\$1,075,000

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	\$31,775
Plus Other Income Source (list): <u>laundry, late fees, etc.</u>	\$294
Equals Total Monthly Income:	\$32,069
Twelve Months	x12
Equals Annual Gross Potential Income	\$384,828
Less Vacancy Allowance <u>7.0%</u>	\$26,938
Equals Annual Effective Gross Income (EGI) - Low Income Units	\$357,890

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): <u></u>	\$0
Equals Total Monthly Income:	\$0
Twelve Months	x12
Equals Annual Gross Potential Income	\$0
Less Vacancy Allowance <u>0.0%</u>	\$0
Equals Annual Effective Gross Income (EGI) - Market Rate Units	\$0

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$357,890
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$357,890
d. Total Expenses	\$241,240
e. Net Operating Income	\$116,650
f. Total Annual Debt Service	\$94,773
g. Cash Flow Available for Distribution	\$21,877

T. CASH FLOW

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	357,890	365,048	372,349	379,796	387,392
Less Oper. Expenses	241,240	248,477	255,932	263,609	271,518
Net Income	116,650	116,571	116,417	116,186	115,874
Less Debt Service	94,773	94,773	94,773	94,773	94,773
Cash Flow	21,877	21,798	21,644	21,413	21,101
Debt Coverage Ratio	1.23	1.23	1.23	1.23	1.22

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	395,140	403,042	411,103	419,325	427,712
Less Oper. Expenses	279,663	288,053	296,695	305,596	314,763
Net Income	115,476	114,989	114,408	113,730	112,948
Less Debt Service	94,773	94,773	94,773	94,773	94,773
Cash Flow	20,703	20,216	19,635	18,957	18,175
Debt Coverage Ratio	1.22	1.21	1.21	1.20	1.19

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	436,266	444,991	453,891	462,969	472,228
Less Oper. Expenses	324,206	333,933	343,951	354,269	364,897
Net Income	112,060	111,059	109,941	108,700	107,331
Less Debt Service	94,773	94,773	94,773	94,773	94,773
Cash Flow	17,287	16,286	15,168	13,927	12,558
Debt Coverage Ratio	1.18	1.17	1.16	1.15	1.13

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

Number of BINS: 2

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).

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

Bldg #	BIN if known	CREDIT UNITS	MARKET RATE UNITS	Street Address 1 Address 2		City	State	Zip	30% Present Value Credit for Acquisition			30% Present Value Credit for Rehab / New Construction			70% Present Value Credit						
									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	
																					DO NOT use the CUT feature
1.	17			1011 N Rockbridge Avenue		Coventry	VA	24426													
2.	32			1011 N Rockbridge Avenue		Coventry	VA	24426	\$0			\$0			\$0		\$6,819,116			\$750,103	
3.									\$0			\$0			\$0					\$0	
4.									\$0			\$0			\$0					\$0	
5.									\$0			\$0			\$0					\$0	
6.									\$0			\$0			\$0					\$0	
7.									\$0			\$0			\$0					\$0	
8.									\$0			\$0			\$0					\$0	
9.									\$0			\$0			\$0					\$0	
10.									\$0			\$0			\$0					\$0	
11.									\$0			\$0			\$0					\$0	
12.									\$0			\$0			\$0					\$0	
13.									\$0			\$0			\$0					\$0	
14.									\$0			\$0			\$0					\$0	
15.									\$0			\$0			\$0					\$0	
16.									\$0			\$0			\$0					\$0	
17.									\$0			\$0			\$0					\$0	
18.									\$0			\$0			\$0					\$0	
19.									\$0			\$0			\$0					\$0	
20.									\$0			\$0			\$0					\$0	
21.									\$0			\$0			\$0					\$0	
22.									\$0			\$0			\$0					\$0	
23.									\$0			\$0			\$0					\$0	
24.									\$0			\$0			\$0					\$0	
25.									\$0			\$0			\$0					\$0	
26.									\$0			\$0			\$0					\$0	
27.									\$0			\$0			\$0					\$0	
28.									\$0			\$0			\$0					\$0	
29.									\$0			\$0			\$0					\$0	
30.									\$0			\$0			\$0					\$0	
31.									\$0			\$0			\$0					\$0	
32.									\$0			\$0			\$0					\$0	
33.									\$0			\$0			\$0					\$0	
34.									\$0			\$0			\$0					\$0	
35.									\$0			\$0			\$0					\$0	
499									0 If development has more than 35 buildings, contact Virginia Housing.												
Totals from all buildings												\$0	\$0		\$15,153,592				\$1,363,823		
									Number of BINS: 2												

V. STATEMENT OF OWNER

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 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.

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: Rivermont School Apartments, LLC
By: Landmark Asset Services, Inc.,
its Managing Member

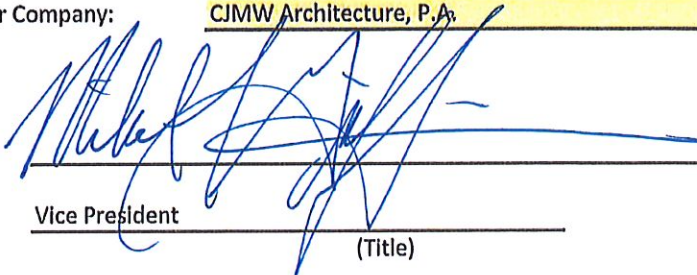
By: *Lisa A. Sari*
 Its: Lisa A. Sari, President
 (Title)

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:	<u>Mikel Taylor Griffin</u>
Virginia License#:	<u>0401009449</u>
Architecture Firm or Company:	<u>CJMW Architecture, P.A.</u>

By:  _____

Its: Vice President _____ (Title)

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

LIHTC SELF SCORE SHEET

W.

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:

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. RESNET Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	Y	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Y	Y or N	0
l. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Y	Y or N	0
Total:			0.00

1. READINESS:

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	Y	0 to 10	10.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			25.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	4.49
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	6.81%	Up to 40	13.63
d. Tax abatement on increase of property's value	Y	0 or 5	5.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
Total:			33.12

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			61.00
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	96%	Up to 15	14.39
i. Developments with less than 100 low income units	Y	up to 20	20.00
j. Historic Structure eligible for Historic Rehab Credits	Y	0 or 5	5.00
Total:			170.39

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$65,100	\$71,300

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	24.49%	Up to 15	15.00
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)	10.20%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	10.20%	Up to 50	0.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	51.02%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	51.02%	Up to 50	50.00
Total:			90.00

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.00
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:			20.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	70.60
b. Cost per unit		Up to 100	34.68
Total:			105.28

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:			65.00

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

TOTAL SCORE: 508.79

Enhancements:

All units have:

- a. Community Room
- b. Exterior walls constructed with brick and other low maintenance materials

- c. Sub metered water expense
- d. Watersense labeled faucets, toilets and showerheads
- e. Rehab only: Infrastructure for high speed internet/broadband
- f. N/A for 2022
- g. Each unit provided free individual high speed internet access
- h. Each unit provided free individual WIFI
- i. Bath Fan - Delayed timer or continuous exhaust
- j. Baths equipped with humidistat
- k. Cooking Surfaces equipped with fire prevention features
- l. Cooking surfaces equipped with fire suppression features
- m. Rehab only: dedicated space to accept permanent dehumidification system
- n. Provides Permanently installed dehumidification system
- o. All interior doors within units are solid core
- p. USB in kitchen, living room and all bedrooms
- q. LED Kitchen Light Fixtures
- r. % of renewable energy electric systems
- s. New Construction: Balcony or patio

All elderly units have:

- t. Front-control ranges
- u. Independent/suppl. heat source
- v. Two eye viewers
- w. Shelf or Ledge at entrance within interior hallway

	Max Pts				Total Pts Awarded
	5				5.00
	40				40.00
Type:		New Constr.	Adaptive Reuse	Acq. Rehab	
% of Units	% of Units	65%	35%	0%	
	5	0	0	0	0.00
	3	0	0	0	0.00
	1			0	0.00
	10	One selection per deal			0.00
	12				
	3	One selection per deal			3.00
	3				
	4	One selection per deal			2.00
	2				
	2			0	0.00
	5	3.27	1.73	0	5.00
	3	1.96	1.04	0	3.00
	1	0.65	0.35	0	1.00
	2	1.31	0.69	0	2.00
	10	One value per deal			0.00
	4	0			0.00
	1	0	0	0	0.00
	1	0	0	0	0.00
	1	0	0	0	0.00
	2	0	0	0	0.00
Total Enhancements Pts.					61.00

X. Development Summary

Summary Information 2023 Low-Income Housing Tax Credit Application For Reservation - Mixed Construction

Deal Name: Rivermont School Apartments

Cycle Type: 9% Tax Credits Requested Credit Amount: \$1,075,000
 Allocation Type: Mixed Construction Jurisdiction: Alleghany County
 Total Units: 49 Population Target: General
 Total LI Units: 49
 Project Gross Sq Ft: 67,974.00 Owner Contact: Lisa Sari
 Green Certified? TRUE

Total Score
508.79

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$1,980,000	\$40,408	\$29	\$94,773
Grants	\$0	\$0		
Subsidized Funding	\$915,000	\$18,673		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$8,772,402	\$179,029	\$129	65.32%
General Req/Overhead/Profit	\$1,200,136	\$24,493	\$18	8.94%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$2,256,672	\$46,055	\$33	16.80%
Acquisition	\$0	\$0	\$0	0.00%
Developer Fee	\$1,200,000	\$24,490	\$18	8.94%
Total Uses	\$13,429,210	\$274,066		

Income		
Gross Potential Income - LI Units		\$384,828
Gross Potential Income - Mkt Units		\$0
Subtotal		\$384,828
Less Vacancy %	7.00%	\$26,938
Effective Gross Income		\$357,890

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$66,603	\$1,359
Utilities	\$30,224	\$617
Operating & Maintenance	\$64,181	\$1,310
Taxes & Insurance	\$65,532	\$1,337
Total Operating Expenses	\$226,540	\$4,623
Replacement Reserves	\$14,700	\$300
Total Expenses	\$241,240	\$4,923

Cash Flow	
EGI	\$357,890
Total Expenses	\$241,240
Net Income	\$116,650
Debt Service	\$94,773
Debt Coverage Ratio (YR1):	1.23

Total Development Costs	
Total Improvements	\$12,229,210
Land Acquisition	\$0
Developer Fee	\$1,200,000
Total Development Costs	\$13,429,210

Proposed Cost Limit/Sq Ft:			
NC	REUSE	REHAB	
	\$177	35%	0%
Applicable Cost Limit/Sq Ft:			
NC	REUSE	REHAB	
	\$239	\$239	\$192
Proposed Cost Limit/Unit:	\$274,066		
Applicable Cost Limit/Unit:	\$288,464		

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	9
# of 2BR	28
# of 3BR	12
# of 4+ BR	0
Total Units	49

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	5	5
50% AMI	0	20
60% AMI	44	24
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE
 Extended Use Restriction? 30

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	\$1,363,823
Credit Requested	\$1,075,000
% of Savings	21.18%
Sliding Scale Points	70.6

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.

	New Construction	Adaptive Reuse	Rehab
% of total units	65.3%	34.7%	0.0%
Available Points	65.31	34.69	0
Cost per Sq Foot (proposed)	\$177	\$234	\$0
Appl Cost Limit per Sq Foot	\$239	\$239	\$192
% of Savings	26.06%	1.91%	0.00%
Cost per Unit (Proposed)	\$227,927	\$351,032	\$0
Appl Cost Limit per unit	\$288,464	\$288,464	\$222,528
% of Savings	20.99%	-21.69%	0.00%
Max Savings	26.06%	1.91%	0.00%
Sliding Scale Points	34.04	1.33	0
		Total Points:	35.37

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



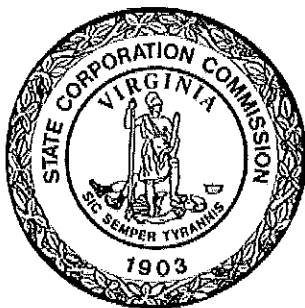
STATE CORPORATION COMMISSION

Richmond, March 4, 2021

This certificate of registration to transact business in Virginia is this day issued for

Rivermont School Apartments, LLC

a limited liability company organized under the laws of North Carolina and the said limited liability company is authorized to transact business in Virginia, subject to all Virginia laws applicable to the company and its business.



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Rivermont School Apartments, LLC, a Limited Liability Company formed under the law of North Carolina, obtained a certificate of registration to transact business in Virginia from the Commission on March 4, 2021; and

That the Limited Liability Company is registered to transact business in the Commonwealth of Virginia as of the date set forth below.

That the limited liability company is current in the payment of all registration fees assessed against it by the Commission pursuant to the Virginia Limited Liability Company Act as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 12, 2023

A handwritten signature in cursive script, reading "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 Rivermont School Apartments

Name of Applicant (entity) Rivermont School Apartments, 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.

Lisa A. Sari

Signature

Lisa A. Sari

Printed Name

3/16/2023

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

Previous Participation Certification – Explanation

Landmark Asset Services, Inc.

Item 14: Litigation

1. on 7/23/2020, a serious incident involving two residents occurred at Martinsville Lofts in Martinsville, VA. Landmark Asset Services, Inc., and other related entities were sued after this incident, which is being handled by our liability insurance company. Due to ongoing litigation and on the advice of counsel, I would prefer to provide additional information only upon request.

Lisa A Sari

Lisa A. Sari, President of Landmark Asset Services, Inc.

3/16/2023

Date

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Rivermont School Apartments
 Name of Applicant: Rivermont School Apartments, LLC

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: Lisa A. Sarti, President of Landmark Asset Services, 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 of 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 Albermarle School Apartments Albermarle, NC	Albermarle Central School, LLC 336.722.9871	Y	53	53	8/1/2016	7/27/2017	N
2 Asheboro Mill Lofts Asheboro, NC	Asheboro Mill, LLC 336.722.9871	Y	70	70	2/1/2013	1/9/2014	N
3 Beaumont Downtown Lofts Beaumont, TX	Beaumont Downtown Lofts, LLC 336.722.9871	Y	36	36	10/9/2008	4/27/2011	Y
4 Brookmont Lofts Waynesville, NC	Brookmont Lofts, LLC 336.722.9871	Y	54	54	12/28/2021	TBD	N
5 Central School Apartments Bessemer City, NC	Central School Apartments, LLC 336.722.9871	Y	33	33	10/24/2008	4/23/2009	N
6 Cherokee Mill Lofts Cahoon, GA	Cherokee Mill Lofts, LLC 336.722.9871	Y	60	60	8/28/2014	4/9/2015	N
7 Church Street Lofts Asheboro, NC	Church Street Lofts Apartments, LLC 336.722.9871	Y	50	50	TBD	TBD	N
8 Coll Village Apartments Florence, SC	Coll Village, LLC 336.722.9871	Y	60	60	12/5/2008	2/18/2009	N
9 Colton Mill Lofts Hawkinsville, GA	Colton Mill Lofts, LLC 336.722.9871	Y	32	32	12/18/2012	6/7/2013	N
10 Darlington Downtown Lofts Darlington, SC	Darlington Downtown Rehabilitation, LLC 336.722.9871	Y	28	28	12/7/2007	2/26/2008	N
11 Douglas School Apts Bristol, VA	Douglas School Apts, LLC 336.722.9871	Y	41	41	8/3/2006	4/26/2007	N
12 EA Swain Apartments Lenoir, NC	EA Swain Apartments, LLC 336.722.9871	Y	38	38	9/21/2020	3/5/2021	N
13 East Broad Crossing Statesville, NC	East Broad Crossing, LLC 336.722.9871	Y	50	50	9/6/2006	11/27/2007	N
14 East Harper Street Apts Lenoir, NC	East Harper Street Apts, LLC 336.722.9871	Y	46	46	8/17/2006	9/4/2008	N
15 Friar Woods Apts Kingsport, TN	Friar Woods, LLC 336.722.9871	Y	84	84	7/1/2016	6/15/2017	N
16 Garfield Park Milwaukee, WI	Garfield Park, LLC 336.722.9871	Y	69	69	12/22/2011	8/6/2012	N
17 Geo. Washington School Apts Kingsport, TN	Geo. Washington School, LLC 336.722.9871	Y	54	54	11/14/2007	9/8/2009	N
18 Globe Tobacco Lofts Mt. Airy, NC	Globe Tobacco Lofts, LLC 336.722.9871	Y	43	34	12/31/2007	10/8/2008	N
19 Grainger Place Apts Kinston, NC	Grainger HS LP 336.722.9871	Y	57	57	11/6/2019	5/22/2020	N
20 Greenview Village Frowell, TN	Greenview Village, LLC 336.722.9871	Y	44	44	12/22/2010	2/2/2011	N
21 Groom School Apartments South Hill, VA	Groom School Apartments, LLC 336.722.9871	Y	55	55	12/20/2019	7/28/2020	N
22 Hanover Ridge Apts Antioch, TN	Hanover Ridge, LP 336.722.9871	Y	72	44	3/26/2009	4/15/2010	N
23 Harborside Garden Harborside, SC	Harborside Garden, LLC 336.722.9871	N	72	72	1/6/2011	2/24/2011	N
24 Heron Crossing Apts Ridgeland, SC	Heron Crossing, LLC 336.722.9871	Y	40	32	12/6/2007	2/26/2008	N
25 Highland Memorial Gastonia, NC	Highland Memorial, LLC 336.722.9871	Y	75	75	4/30/2013	4/9/2014	N
26 Historic Lofts of Waco High Waco, TX	Historic Lofts of Waco High, LLC 336.722.9871	Y	104	104	12/16/2009	6/27/2011	N
27 Hunter Bay York, SC	Hunter Bay, LLC 336.722.9871	Y	40	40	12/7/2009	12/29/2009	N
28 Johnson Lakes Apts Pensacola, FL	Johnson Lakes Escambia, LP 336.722.9871	Y	160	160	2/29/2008	6/12/2009	N
29 Kemper Lofts Lynchburg, VA	Kemper Lofts, LLC 336.722.9871	Y	41	41	12/14/2009	10/6/2010	N
30 Kinston Hotel Kinston, NC	Kinston Hotel, LLC 336.722.9871	Y	38	38	12/26/2006	2/19/2008	N
31 Klot's Mill Lofts Cumberland, MD	Klot's Mill Lofts, LLC 336.722.9871	Y	50	50	11/22/2011	3/20/2013	N
32 Lassiter Square Madison, NC	Lassiter Square, LLC 336.722.9871	Y	36	36	11/30/2005	1/29/2007	N
33 LHS Apartments Lenoir, NC	LHS Apartments, LLC 336.722.9871	Y	44	44	11/21/2019	5/28/2020	N
34 L. Richardson Hospital Greensboro, NC	L. Richardson Hospital II LP 336.722.9871	N	32	32	7/31/2022	3/6/2023	N
35 Lynn Street Lofts Danville, VA	Lynn Street Lofts, LLC 336.722.9871	Y	37	37	5/28/2008	12/18/2008	N
36 Martinsville Lofts Martinsville, VA	Martinsville Lofts, LLC 336.722.9871	Y	60	60	7/29/2011	3/20/2012	N
37 Mayworth School Apts Cramerton, NC	Mayworth School Apts, LLC 336.722.9871	Y	40	40	12/31/2008	11/11/2009	N
38 Mebane Mill Lofts Mebane, NC	Mebane Mill Lofts, LLC 336.722.9871	N	75	75	12/21/2011	8/2/2012	N
39 Moore Grocery Lofts Tyler, TX	Moore Grocery Lofts, LLC 336.722.9871	Y	88	88	12/31/2008	8/11/2011	N
40 Mulberry School Apts Statesville, NC	Mulberry School Apts, LLC 336.722.9871	Y	31	31	12/31/2007	10/3/2008	N

* 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.

1st PAGE
TOTAL: 2,192 2,147

LIHTC as % of
98% Total Units

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Nathaniel Village Greenville, NC	Nathaniel Village, LLC 336.722.9871	Y	48	48	12/29/2009	Exchange	N
47	Noland Green Apartments Newport News, VA	Noland Green, LLC 336.722.9871	Y	60	54	8/31/2011	3/5/2012	N
48	Orchard View Apts McMinnville, TN	Orchard View, LP 336.722.9871	Y	64	64	12/1/2008	2/26/2010	Y
49	Pecan Grove Darlington, SC	Pecan Grove Apts, LLC 336.722.9871	Y	32	32	5/2/2007	2/26/2008	N
50	Pine Valley Apartments Beaufort, NC	Pine Valley, LLC 336.722.9871	Y	72	72	8/1/2017	2/26/2018	N
51	Richardson Village Greensboro, NC	Richardson Village II LP 336.722.9871	N	24	24	12/16/2020	8/31/2021	N
52	Ridgecrest Apartments Bristol, VA	Ridgecrest Apartments, LLC 336.722.9871	Y	72	72	1/2/2008	9/5/2008	Y
53	Rowan Pointe Mocksville, NC	Rowan Pointe, LLC 336.722.9871	Y	60	60	5/5/2010	10/21/2011	N
54	Royce Gardens Oak Ridge, TN	Royce Hill, LP 336.722.9871	Y	72	72	11/18/2008	2/26/2010	N
55	Skyline Manor Apartments Glasgow, VA	Skyline Manor Apartments, LLC 336.722.9871	Y	32	32	12/1/2020	5/25/2021	Y
56	Southerland Village Apts Wallace, NC	Southerland Village, LLC 336.722.9871	Y	48	48	5/1/2014	9/30/2014	N
57	Soulside Lofts Blairs, VA	Blairs School Apartments, LLC 336.722.9871	Y	55	55	12/29/2022	TBD	N
58	Spaulding Woods II Apts Marion, NC	Spaulding Woods II, LLC 336.722.9871	Y	34	34	8/2/2006	11/19/2007	N
59	Summerville Garden Summerville, SC	Summerville Garden, LLC 336.722.9871	Y	72	72	12/21/2012	11/27/2013	N
60	Taylor Lofts South Boston, VA	Taylor Lofts, LLC 336.722.9871	Y	47	47	9/8/2008	4/13/2009	N
61	Weldon Downtown Apts Weldon, NC	Weldon Small Town Development, LLC 336.722.9871	Y	24	24	4/4/2006	11/21/2007	N
62	West Yard Lofts North Charleston, SC	West Yard Lofts, LLC 336.722.9871	N	60	60	12/9/2010	2/24/2011	N
63	Westmoreland and Schoolfield Senior Apts Danville, VA	Westmoreland and Schoolfield Senior Apts, LLC 336.722.9871	Y	65	65	9/5/2010	7/7/2011	Y
64	Woodlawn School Apartments Woodlawn, VA	Woodlawn School Apartments, LLC 336.722.9871	Y	51	51	12/29/2021	1/30/2023	N
65								
66								
67	Awarded Not Closed							
68	Aaron Mill Lofts Martinsville, VA	Aaron Street Lofts, LLC 336.722.9871	Y	52	52	TBD	TBD	N
69	Claremont School Apartments Pulaski, VA	Claremont School Apartments, LLC 336.722.9871	Y	50	50	TBD	TBD	N
70	Seeland Valley Apartments Danville, VA	Seeland Valley Apartments, LLC (336) 714-8910	Y	52	52	TBD	TBD	N
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2nd PAGE TOTAL: 1,146 1,140

GRAND TOTAL: 3,338 3,287

LIHTC as % of 98% Total Unit

Schedule A – Explanation

Landmark Asset Services, Inc.

Item 13: Compliance Items:

Winter Storm Elliott – December 2022 North American Winter Storm

1. On 12/25/2022, a sprinkler pipe burst in unit #127 at Skyline Manor Apartments in Glasgow, VA due to below freezing temperatures caused by Winter Storm Elliott. The resident is temporarily displaced but requested and was allowed to move into vacant unit #101 as it has more accessibility features. Repairs are in process and expected to complete within 45 days. Upon completion, final documentation will be submitted so that it can be closed within the IRS 2 year window, as required.
2. On 12/24/2022, Orchard View Apartments in McMinnville, TN, had a sprinkler line burst due to below freezing temperatures caused by Winter Storm Elliott. Two units were affected, 101 and 109. Water extraction was begun immediately to dry the affected areas. Currently, repairs are underway and will be completed soon; well within the IRS 2-year window.

Other Casualty Items

3. On 11/13/2021, there was a fire in unit # 128 at Skyline Manor Apartments in Glasgow, VA. This fire rendered the unit inhabitable. The unit is back in compliance and leased effective 3/1/2022. Final closeout documentation to be submitted this month, and the casualty loss will be closed within the IRS 2 year window, putting the unit back in compliance.
4. on 1/15/2023, a sewer pump/grinder station failed due to faulty/defective equipment. This caused sewage to backup in the lower level of the old school building. Six units were affected; all effected residents have been placed in a hotel temporarily at no cost to them. VHDA was notified and the owners are working closely with the City of Danville, the Danville Housing Authority, and the insurance company to complete repairs as quickly as possible. Drying and mitigation are largely complete; replacement of materials to begin soon. We hope to complete repairs and reoccupy within the next 30-60 days, at most.
5. on 7/11/2022, a former resident allegedly purposefully flooded her apartment by blocking the tub drain at Ridgecrest Apartments in Bristol, Va. A casualty loss was reported to VHDA, and water extraction was begun immediately and completed. Currently, repairs are underway and will be completed soon; well within the IRS 2-year window.
6. on 8/27/2020, Beaumont Lofts in Beaumont, Texas was badly damaged by category 4 Hurricane Laura. The roof was badly damaged by the high winds which resulted in considerable water damage. All 28 units of the effected building were taken out of service, and all residents were

displaced. Because of the scope of the damage, the building was almost declared a total loss, and was unable to be restored in the IRS 2-year window. However, TDHCA allowed a onetime corrective action extension to 12/31/2023 pursuant to IRS Notice 2022-52. Currently, the building is being restored, with repairs completed by the end of April 2023 and occupancy beginning in May 2023. We expect to report complete and be fully operational prior to the deadline of 12/31/2023.

Lisa A. Sari

Lisa A. Sari, President of Landmark Asset Services, Inc.

3/16/23

Date

Tab E:

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

**AMENDMENT TO PROPERTY DONATION
OPTION AGREEMENT**

This Amendment to Property Donation Option Agreement (hereinafter the "Amendment") is made and entered into this 13th day of September, 2022, by and between the **Industrial Development Authority of Covington-Alleghany County, Virginia**, a political subdivision of the Commonwealth of Virginia under the Industrial Development and Revenue Bond Act (the "Authority"), and **Rivermont School Apartments, LLC**, a North Carolina limited liability company (the "Company").

RECITALS:

WHEREAS, the Authority and Company entered into that certain Property Donation Option Agreement (the "Agreement"), dated March 5, 2021, for the purpose of setting forth the terms and conditions by which the Authority agreed to grant the Company an option to purchase the Old Rivermont School located at 1011 N. Rockbridge Avenue, Covington, Virginia (Tax Map #6-2108-A) for the purpose of redeveloping the property into multifamily apartments (the "Project"); and

WHEREAS, the Authority and Company now deem it appropriate to provide for an extension of the term of the Agreement to permit the continued work and development of the Project by the Company with the assistance of the Authority.

WITNESSETH:

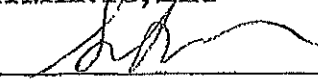
NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to the terms and conditions of Section 1 of the Agreement, the parties hereby extend the term of the Agreement to December 31, 2023.
2. All other provisions of the Agreement shall remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, see the following signs and seals:

**RIVERMONT SCHOOL
APARTMENTS, LLC**

By: 
Name: Samuel J. Sari
Its: Vice President

**INDUSTRIAL DEVELOPMENT AUTHORITY OF
COVINGTON ALLEGHANY COUNTY, VIRGINIA**

By: 
Name: David Oliver
Its: Chairman

PROPERTY DONATION OPTION AGREEMENT

THIS PROPERTY DONATION OPTION AGREEMENT (this "Agreement"), dated March 5th 2021, by and between INDUSTRIAL DEVELOPMENT AUTHORITY OF COVINGTON-ALLEGHANY COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia under the Industrial Development and Revenue Bond Act ("Grantor"), and RIVERMONT SCHOOL APARTMENTS, LLC, a North Carolina limited liability company ("Grantee").

RECITALS:

WHEREAS, the Grantor is a political subdivision of the Commonwealth of Virginia under the Industrial Development and Revenue Bond Act, and the City of Covington (the "City") has not activated its housing authority under the Housing Authority Act of 1938; and

WHEREAS, the Grantor possesses the authority to make grants and donations for its corporate purposes, which include the promotion of industry, development of trade, increase of the tax base, and the provision of safe and affordable housing; and

WHEREAS, Grantee is a North Carolina limited liability company in the business of redeveloping properties like the Property, as that term is hereinafter defined, and has the requisite resources and expertise to carry out the project contemplated herein; and

WHEREAS, the Grantor and the City expressly find that the animating purpose of this Agreement is the promotion of industry, development of trade, increase of the City's tax base, and the provision of safe and affordable multifamily housing.

WITNESSETH:

NOW, THEREFORE, for and in consideration of Grantee's agreement to develop the historic school located at 1011 N. Rockbridge Avenue, Covington, Virginia, City Tax Map No. 6-2108-A, and more commonly known as The Rivermont School (the "School") into apartments and the funds it is spending in connection therewith, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual promises and conditions expressed below and the premises hereof, Grantor hereby agrees to grant to Grantee, subject to the terms, conditions and provisions hereinafter stated, an option to purchase that certain real property located in the City of Covington, Virginia, more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Property"), upon which the School is located. The parties hereto agree each with the other as follows:

1. Term. The term of this Agreement, and the date by which Grantee must provide written notice of its intent to accept donation of the Property, shall commence on the date hereof and shall continue through and until August 31, 2022; provided, however, if Grantee receives a reservation or allocation of low-income housing tax credits from the Virginia Housing Development Authority for the School on or before such date and the Grantee gives written notice to the Grantor, then the term of this Agreement, and the date by which Grantee must provide written notice its intent to accept donation of the Property, shall automatically extend to December 31st, 2023 (as may be extended, the "Term").

2. Inspections. Grantee shall have the right to enter upon and inspect the Property, at Grantee's expense, at any reasonable time after reasonable notice to the Grantor and for any purpose in connection with effectuating the purposes of this Agreement, at any time prior to the Closing (defined below). In connection therewith, Grantee, its agents, employees or other representatives shall have the right to enter upon the Property for the purpose of making such surveys, engineering, topographical, grading, geological,

right to enter upon the Property for the purpose of making such surveys, engineering, topographical, grading, geological, environmental, and other tests and measurements including, but not limited to, topographical and boundary surveys, title searches, soil tests, percolation tests, and subsoil tests, with the minimum adverse effects to the Property reasonably necessary to carry out the testing, as Grantee deems necessary or advisable, without cost to Grantor. Grantor agrees to provide reasonable cooperation and assistance to Grantee in connection with any such inspections. If the results of any such inspection shall be unsatisfactory to Grantee, in Grantee's reasonable discretion, then Grantee shall give written notice to Grantor of such objections, and, within fifteen (15) business days of Grantor's receipt of such notice, Grantor shall deliver to Grantee written notice of Grantor's intention to either (i) remediate such objectionable conditions to Grantee's reasonable satisfaction or (ii) refuse to remediate such objectionable conditions. In the event that the Grantor refuses to remediate such objectionable conditions or, after notifying Grantee of its intention to do so, fails to timely and satisfactorily remediate such conditions, then Grantee, in its sole discretion, shall have the option of terminating this Agreement at any time prior to Closing by giving written notice to Grantor. In the event Grantee terminates this Agreement pursuant to this paragraph, the Grantee shall provide Grantor with copies of all real estate related due diligence information generated through inspections under this paragraph.

3. Grantor's Representations and Warranties. Grantor makes the following representations and warranties which are true as of this date and, except as caused by any act or omission of Grantee, shall remain true at Closing:

(a) There are no parties presently in possession of any portion of the Property, and at Closing, possession of the Property will be delivered to Grantee free and clear of any rights of any parties in possession;

(b) There is no pending, nor to the best knowledge of Grantor, threatened, litigation or administrative proceeding by or against Grantor which could adversely affect title to the Property or any part thereof, or the ability of Grantor to perform any of its obligations hereunder;

(c) No consent or approval of any person, entity, agency, or authority is required with respect to the execution and delivery of this Agreement by Grantor or the consummation by Grantor of the transactions contemplated hereby or the performance by Grantor of its obligations hereunder other than consents or approvals already obtained, with the exception of transfer of the Property from the City of Covington to the Grantor;

(d) Grantor has received no written notice of any pending action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof. Grantor shall, promptly upon receiving any such notice, give Grantee written notice thereof;

(e) Grantor has received no written notice of any action, suit or proceeding pending or threatened in writing against, by or affecting Grantor's right to transfer the Property or the title of the Property;

(f) At Closing, Grantor shall terminate, and be responsible for any payments due with respect thereto, all contracts affecting the Property, unless Grantee agrees to assume any such contracts; and

(g) There are, to the knowledge of Grantor, no unwritten or unrecorded leases, easements, licenses, or agreements of any kind or nature which grant any rights whatsoever to any individual(s) or entity(ies) with respect to the Property.

4. Grant. Grantee, subject to (a) completion of and satisfactory results from such inspections relating to the Property as it deems necessary in its full and absolute discretion, (b) receipt of a reservation or allocation of low-income housing tax credits from the Virginia Housing Development Authority for the School, (c) receipt of a Part 1 approval for the School and a Part 2 approval (conditional) for the rehabilitation of the School from the National Park Service, subject only to conditions satisfactory to Grantee in its sole discretion, and (d) receipt of such financing as Grantee deems sufficient, in its sole discretion, to finance the rehabilitation of the School (collectively, the "Grant Conditions"), agrees to accept the grant of the Property from Grantor on the terms and conditions set forth herein. Notwithstanding anything to the contrary herein, in no event shall any attempted grant of the Property to Grantee be effective unless and until all of the Grant Conditions have been satisfied to Grantee's satisfaction, in its sole discretion, or such Grant Conditions have been waived by Grantee, and Grantee has expressly consented in writing its acceptance of the grant of the Property, which consent must be included within the Deed to Grantee prior to recordation. If Grantee accepts the grant of the Property, the condition of the Property shall be conveyed to Grantee as-is, where-is, and with all faults.

5. Closing Date. Following the Grantor's receipt of written notice from Grantor, closing (the "Closing") on the grant of the Property shall be on the business date selected by Grantee, not more than sixty (60) days following the receipt of the written notice of exercise of the Option.

6. Commencement of Rehabilitation. Grantee shall be obligated to commence the rehabilitation of the School within twelve (12) months of the Closing (the "Rehabilitation Commencement Deadline"). In the event that the Grantee has not commenced the rehabilitation of the school by the end of the Rehabilitation Commencement Deadline, it shall be obligated to return the property to the Grantor in substantially the same condition in which it was conveyed to the Grantee.

7. Title. Grantor shall deliver to Grantee at Closing a special warranty deed in recordable form conveying marketable, fee simple title, free and clear of all liens and encumbrances, save and except only easements and restrictions of record, reflected in a title insurance policy, or which would have been found with a current field survey or careful inspection of the property. Grantor's and Grantee's taxes shall be paid by the party to whom they are charged. Except as consented to by Grantee, Grantor shall do nothing hereafter which impairs such title to the Property.

8. Closing Costs. At Closing, Grantee shall pay all closing costs relating to the grant of the Property to Grantee, other than the cost of the deed preparation, any costs associated with clearing the title to the Property of any liens or leases, and any counsel fees for counsel employed or retained by Grantor. Grantee shall pay for the title examination, title insurance policy, survey, recording fees, for any counsel fees Grantee incurs in the transaction, and for any other due diligence desired by Grantee. General and special real estate taxes, assessments and other state, county, or city taxes affecting the Property shall be prorated as of the date of Closing based upon the amount of the most recent ascertainable taxes for the Property, subject to the availability of funds pursuant to a separate support agreement between the City and the Authority.

9. Closing Documents. At Closing, Grantor will execute, acknowledge and deliver to Grantee a special warranty deed as hereinbefore required, and will deliver a lien and possession affidavit in form and content satisfactory to Grantee's title insurance company, evidence satisfactory to Grantee's title insurance company of the authorization of the grant by the Grantor and the authority and power of the individual(s) executing the deed on behalf of Grantor, and such other papers and documents as may be reasonably requested by Grantee or its title insurance company in connection with the completion of the Closing, including any evidence of the status and capacity of the Grantor and the authority of the person

or persons who are executing the various documents on behalf of the Grantor in connection with the sale of the Property.

10. Possession. Possession of the Property shall be delivered to Grantee at Closing.

11. Notices. Any notice or other communications hereunder shall be in writing and shall be deemed to have been given (unless otherwise set forth herein), if delivered in person, deposited with an overnight express agency, fees prepaid, or mailed by United States express, certified or registered mail, postage prepaid, return receipt requested, to the other party at the following addresses, or to such other address as shall be later provided in writing by one party to the other:

As to Grantor:

Industrial Development Authority of Covington-Alleghany County, Virginia
9212 Winterberry Avenue
Covington, Virginia 24426
Attn: David Oliver, Chairman

With a copy to:

City of Covington, Virginia
333 West Locust Street
Covington, Virginia 24426
Attn: Krystal Onaitis, City Manager

As to Grantee:

Rivermont School Apartments, LLC
c/o Landmark Asset Services, Inc.
406 E. Fourth Street
Winston-Salem, NC 27101
Attn: Samuel J. Sari

With a copy to:

Blanco Tackabery & Matamoros, P.A.
110 South Stratford Road
Suite 500
Winston-Salem, NC 27104
Attn: Deborah L. McKenney

12. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions concerning its subject matter other than those expressed in writing. All changes, additions, or deletions hereto must be in writing and signed by all the parties. Any and all references herein to the Grantor or Grantee shall be deemed to include their respective lawful successors or permitted assigns.

13. Assignment. Neither the rights of the Grantor nor the rights of the Grantee may be assigned without the prior written consent of the other party hereto.

14. Authority. Grantor, and those who have executed this Agreement on its behalf, represent and warrant that Grantor has full power and authority to enter into this Agreement and to perform all of its obligations hereunder, and that its acts hereunder and as contemplated have been duly authorized by all requisite municipal action.

15. Governing Law. This Agreement shall be governed in all respects by and construed under the laws of the Commonwealth of Virginia.

16. Failure to Close. In the event Grantor wrongfully fails to consummate the Closing and donate the Property as provided herein, the sole remedy to which Grantee shall be entitled is the right to seek enforcement of this Agreement by specific performance.

17. Attorneys' Fees. In the event of any litigation to enforce or otherwise determine the rights of the parties hereto, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party the costs and reasonable attorneys' fees and expenses incurred in such litigation, subject to the availability of funds pursuant to a separate support agreement between the City and the Authority.

18. Miscellaneous. No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Agreement constitutes the entire agreement of the parties which incorporates and supersedes all prior written and oral understandings. This Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, executors, personal representatives, nominees, successors or assigns.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[SEPARATE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound, have executed this Agreement as of the day and year first above written.

GRANTOR:

INDUSTRIAL DEVELOPMENT AUTHORITY OF
COVINGTON-ALLEGHANY COUNTY, VIRGINIA,

By: 
Name: David Oliver
Title: Chairman

GRANTEE:

RIVERMONT SCHOOL APARTMENTS, LLC

By: Landmark Asset Services, Inc., Managing Member


By: 
Name: Samuel J. Sari
Title: Vice President

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A: All that real estate conveyed unto the School Board of the City of Covington, Virginia, described as "PARCEL E - RIVERMONT SCHOOL" by that certain deed dated May 25, 1959, from the County School Board of Alleghany County, of record in the Clerk's Office of the Circuit Court of the City of Covington and Alleghany County in Deed Book 152, page 125, and consisting of Lots 1 through 10 and 12 through 20 in Block 108, McAllister Addition No. 8, and including the entire alley lying within said Block 8; and Lots 8 through 13 in Block 111, McAllister Addition No. 8, and including the alley lying between Lots 9 and 12 and Lots 10 and 11 of Block No. 111.

PARCEL B: All the real estate conveyed unto the School Board of the City of Covington, Virginia, described as "SECOND" BY THAT CERTAIN DEED DATED August 16, 1968, from the City of Covington, Virginia, of record in the aforesaid Clerk's Office in Deed Book 187, page 198, consisting of Lots 1 through 8 in Block 109, McAllister Addition No. 8, Lots 9, 10, 11, 12 in Block 110 McAllister Addition No. 8.

REFERENCE is hereby made to the plat of McAllister Addition No. 8, of record in the aforesaid Clerk's Office in Deed Book 73, page 125, and in Plat Book 5, page 50, for a more particular description and further derivation of title.

AND BEING that same real estate conveyed by the City of Covington, Virginia, unto the Industrial Development Authority of Covington-Alleghany County, Virginia, by deed dated March 5, 2021, and recorded in the Clerk's Office aforesaid as Instrument No. 202100498, as modified by that certain deed of correction dated October 20, 2021, and recorded in the Clerk's Office aforesaid as Instrument No. 202102440.

City of Covington

VamaNet

Virginia Mass Appraisal Network

[-Home-](#) [-Legal-](#) [-Contact VamaNet-](#) [-Commissioners-](#) [-Localities-](#) [-FAQs-](#) [-About this Site-](#)

Property Information - Tax Map# -6--2108--A- - Account# 103

Property Owner:
Industrial Development Authority Of Covington-alleghany
County

Owners Address:
9212 Winterberry Ave
Covington, Va 24426

Total Land Area:
.00Acres

Physical Location:
1011 Rockbridge Ave

Magisterial District:
City Of Covington

Legal Description:
Mca#8
Lots 1-10 & 12-20 Blk 108
Lots 8-13 Blk 111

Assessment Values:

<u>Building 1</u>	402,500
<u>Other Improvements:</u>	2,500
<u>Land Value:</u>	110,000
Total Value:	<u>515,000</u>

All Values Rounded to nearest 100

[View Sketch](#)
(Building 1)

Zoned:
R3

[-Property Information-](#) [-Sales Information-](#)

If you encounter any difficulties with this site, please e-mail the Webmaster.
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Tab F:

RESNET Rater Certification (MANDATORY)

Appendices continued

RESNET Rater Certification of Development Plans

Deal Name Rivermont School New Construction

Deal Address 1011 N Rockbridge Ave, Covington, VA 24426

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 Viridiant'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.

Appendices continued

Additional Optional Certifications continued

_____ **National Green Building Standard (NGBS)** – The development’s design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification.

_____ **Enterprise Green Communities** – The development's design meets the criteria for meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

***** Please note Raters must have completed 500+ ratings in order to certify this form.**

Printed Name Stacey Smith 3/14/23
RESNET Rater Date

Signature 

Resnet Provider Agency Viridiant

Signature 

Provider Contact & Phone/Email Sean Shanley
(804)225-9843 / sean.shanley@viridiant.org

Appendices continued

Final RESNET Rate: Certification of Development

I certify that the development incorporates all items for the required baseline energy performance as indicated in Virginia’s Qualified Allocation Plan (QAP).

I certify that the energy data entered into any system was not entered in by another party.

I certify the development has obtained the measurement as indicated below.

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.

_____ **Rehabilitation** – 30% performance increase over existing, based on HERS Index;
Or Must evidence a HERS Index of 80 or better.

Beginning HERS rating _____

Final HERS rating _____

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

Additional Optional Certifications

I certify the development has met all the requirements of the certification chosen below and all data was not entered or submitted by another party.

_____ **Earthcraft Certification:** The development’s has obtained the EarthCraft Certification of _____ (level).

_____ **LEED Certification:** The development has obtained the Green Building Council LEED certification. _____ (level)

_____ **National Green Building Standard (NGBS):** The development has been certified to the NGBS standards and received certification.

_____ **Enterprise Green Communities:** The development has been certified as an Enterprise Green Community. _____ (level)

Date: _____ Printed Name _____

Printed Name _____
RESNET Rater

Signature _____

My notary seal is affixed below: Signature _____

Notary Public _____ The foregoing instrument was acknowledged
My commission expires _____ before me this ____ day of _____, 20 ____
My notary registration number is _____ by _____.



viridiant

Project Name: Rivermont School NC
Construction Type: New Construction
Energy Efficiency Path: ENERGY STAR

Unit Type	Quantity	HERS	ENERGY STAR Target
2 BR 1st Fl Interior	8	51	67
2 BR 2nd Floor Int	8	49	66
2 BR 1st Fl End	2	51	61
2 BR 2nd Floor End	2	49	60
3 BR 2nd Fl End	4	50	59
3 BR 1st Fl End	4	53	60
3 BR 1st Fl Int	2	50	67
3 BR 2nd Fl Int	2	48	66
Projected Project HERS - Weighted Average		50	

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-10
Registry ID:
Ekotrope ID: BdNEOX7L

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

51

Annual Savings

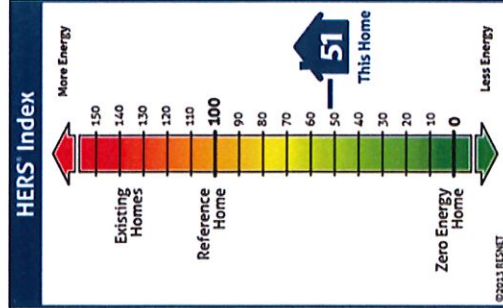
\$1,135

*Relative to an average U.S. home

Home:
1011 N Rockbridge Ave
Covington, VA 24426
Builder:
Landmark Development

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type: Apartment, end unit
Model: Rivermont NC - 2 BR 1st Fl End
Community: Rivermont School
Conditioned Floor Area: 1,019 ft²
Number of Bedrooms: 2
Primary Heating System: Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50
Ventilation: 40 CFM • 23 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-18
Ceiling: Adiabatic, R-11
Window Type: U-Value: 0.3, SHGC: 0.27
Foundation Walls: N/A
Framed Floor: N/A

Rating Completed by:

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



Stacey Smith, Certified Energy Rater
Digitally signed: 3/14/23 at 4:20 PM



Ekotrope RATER - Version:4.1.0.3117
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:
Ekotrope ID: zLOEW83v

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

49

Annual Savings

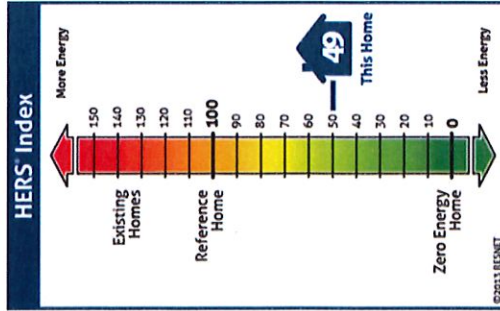
\$1,098

*Relative to an average U.S. home

Home:
1011 N Rockbridge Ave
Covington, VA 24426
Builder:
Landmark Development

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type: Apartment, inside unit
Model: Rivermont NC - 2 BR 2nd Floor Int
Community: Rivermont School
Conditioned Floor Area: 1,019 ft²
Number of Bedrooms: 2
Primary Heating System: Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50
Ventilation: 40 CFM • 23 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-18
Ceiling: Attic, R-47
Window Type: U-Value: 0.3, SHGC: 0.27
Foundation Walls: N/A
Framed Floor: R-13

Rating Completed by:

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



Stacey Smith, Certified Energy Rater
Digitally signed: 3/14/23 at 4:20 PM



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

Ekotrope RATER - Version:4.1.0.3117

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-10
Registry ID:
Ekotrope ID: DLz3VWxd

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

51

Annual Savings

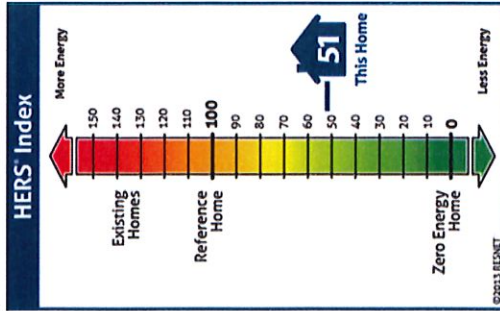
\$1,030

*Relative to an average U.S. home

Home:
1011 N Rockbridge Ave
Covington, VA 24426
Builder:
Landmark Development

This home meets or exceeds the criteria of the following:

ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



Home Feature Summary:

Home Type: Apartment, inside unit
Model: Rivermont NC - 2 BR 1st Fl End
Community: Rivermont School
Conditioned Floor Area: 1,019 ft²
Number of Bedrooms: 2
Primary Heating System: Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50
Ventilation: 40 CFM • 23 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-18
Ceiling: Adiabatic, R-11
Window Type: U-Value: 0.3, SHGC: 0.27
Foundation Walls: N/A
Framed Floor: N/A

Rating Completed by:

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



Stacey Smith, Certified Energy Rater
Digitally signed: 3/14/23 at 4:20 PM



Ekotrope RATER - Version: 4.1.0.3117
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:
Ekotrope ID: ILXKWe72

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

49

Annual Savings

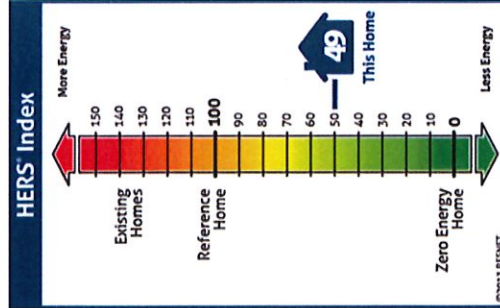
\$1,164

*Relative to an average U.S. home

Home:
1011 N Rockbridge Ave
Covington, VA 24426
Builder:
Landmark Development

This home meets or exceeds the criteria of the following:

ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



Home Feature Summary:

Home Type: Apartment, end unit
Model: Rivermont NC - 2 BR 2nd Floor End
Community: Rivermont School
Conditioned Floor Area: 1,019 ft²
Number of Bedrooms: 2
Primary Heating System: Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50
Ventilation: 40 CFM • 23 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-18
Ceiling: Attic, R-47
Window Type: U-Value: 0.3, SHGC: 0.27
Foundation Walls: N/A
Framed Floor: R-11

Rating Completed by:

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



Stacey Smith, Certified Energy Rater
Digitally signed: 3/14/23 at 4:20 PM



Ekotrope RATER - Version:4.1.0.3117
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:
Ekotrope ID: ILXKWN72

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

50

Annual Savings

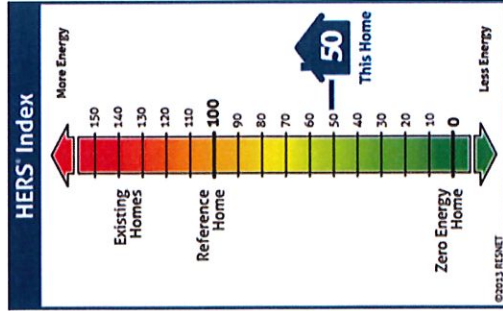
\$1,320

*Relative to an average U.S. home

Home:
1011 N Rockbridge Ave
Covington, VA 24426
Builder:
Landmark Development

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type: Apartment, end unit
Model: Rivermont NC - 3 BR, 2nd Fl End
Community: Rivermont School
Conditioned Floor Area: 1,218 ft²
Number of Bedrooms: 3
Primary Heating System: Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50
Ventilation: 40 CFM • 23 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-18
Ceiling: Attic, R-47
Window Type: U-Value: 0.3, SHGC: 0.27
Foundation Walls: N/A
Framed Floor: R-11

Rating Completed by:

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



Stacey Smith, Certified Energy Rater
Digitally signed: 3/14/23 at 4:20 PM

A handwritten signature in black ink, appearing to be 'Stacey Smith', is written over the printed name and date.



Ekotrope RATER - Version:4.1.0.3117
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:
Ekotrope ID: gdqNVeMv

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

53

Annual Savings

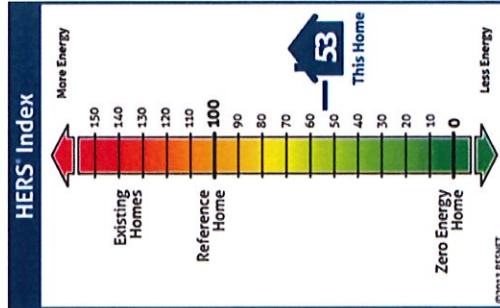
\$1,276

*Relative to an average U.S. home

Home:
1011 N Rockbridge Ave
Covington, VA 24426
Builder:
Landmark Development

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type: Apartment, end unit
Model: Rivermont NC - 3 BR 1st Fl End
Community: Rivermont School
Conditioned Floor Area: 1,218 ft²
Number of Bedrooms: 3
Primary Heating System: Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50
Ventilation: 40 CFM • 23 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-18
Ceiling: Adiabatic, R-11
Window Type: U-Value: 0.3, SHGC: 0.27
Foundation Walls: N/A
Framed Floor: N/A

Rating Completed by:

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



Stacey Smith, Certified Energy Rater
Digitally signed: 3/14/23 at 4:20 PM



Ekotrope RATER - Version:4.1.0.3117
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:
Ekotrope ID: kvyljKJd

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

50

Annual Savings

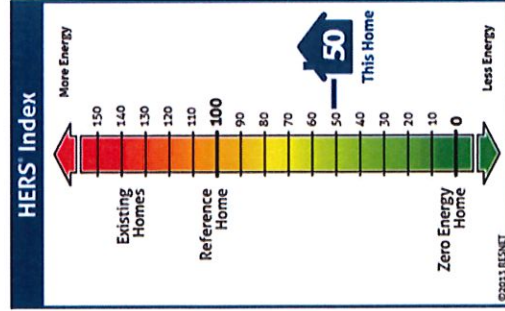
\$1,247

*Relative to an average U.S. home

Home:
1011 N Rockbridge Ave
Covington, VA 24426
Builder:
Landmark Development

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type: Apartment, inside unit
Model: Rivermont NC - 3 BR 1st Fl Int
Community: Rivermont School
Conditioned Floor Area: 1,309 ft²
Number of Bedrooms: 3
Primary Heating System: Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50
Ventilation: 40 CFM • 23 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-18
Ceiling: Adiabatic, R-11
Window Type: U-Value: 0.3, SHGC: 0.27
Foundation Walls: N/A
Framed Floor: N/A

Rating Completed by:

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



Stacey Smith, Certified Energy Rater
Digitally signed: 3/14/23 at 4:20 PM



Ekotrope RATER - Version: 4.1.0.3117
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:
Ekotrope ID: ILXKWNz2

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

48

Annual Savings

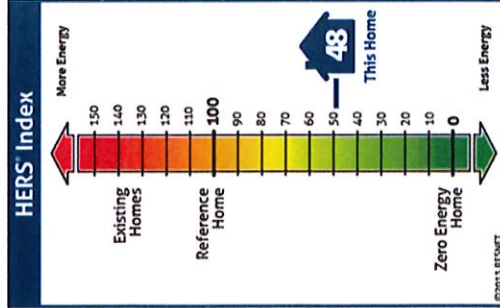
\$1,337

*Relative to an average U.S. home

Home:
1011 N Rockbridge Ave
Covington, VA 24426
Builder:
Landmark Development

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type: Apartment, inside unit
Model: Rivermont NC - 3 BR 2nd Fl Int
Community: Rivermont School
Conditioned Floor Area: 1,309 ft²
Number of Bedrooms: 3
Primary Heating System: Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50
Ventilation: 40 CFM • 23 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-18
Ceiling: Attic, R-47
Window Type: U-Value: 0.3, SHGC: 0.27
Foundation Walls: N/A
Framed Floor: R-11

Rating Completed by:

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



Stacey Smith, Certified Energy Rater
Digitally signed: 3/14/23 at 4:20 PM



Ekotrope RATER - Version:4.1.0.3117
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

RESNET Rater Certification of Development Plans

Deal Name Rivermont School Adaptive Reuse

Deal Address 1011 N Rockbridge Ave, Covington, VA 24426

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.

Appendices continued

Final RESNET Rate: Certification of Development

I certify that the development incorporates all items for the required baseline energy performance as indicated in Virginia’s Qualified Allocation Plan (QAP).

I certify that the energy data entered into any system was not entered in by another party.

I certify the development has obtained the measurement as indicated below.

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.

_____ **Rehabilitation** – 30% performance increase over existing, based on HERS Index;
Or Must evidence a HERS Index of 80 or better.

Beginning HERS rating _____

Final HERS rating _____

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

Additional Optional Certifications

I certify the development has met all the requirements of the certification chosen below and all data was not entered or submitted by another party.

_____ **Earthcraft Certification:** The development’s has obtained the EarthCraft Certification of _____ (level).

_____ **LEED Certification:** The development has obtained the Green Building Council LEED certification. _____ (level)

_____ **National Green Building Standard (NGBS):** The development has been certified to the NGBS standards and received certification.

_____ **Enterprise Green Communities:** The development has been certified as an Enterprise Green Community. _____ (level)

Date: _____ Printed Name _____

Printed Name _____
RESNET Rater

Signature _____

My notary seal is affixed below: Signature _____

Notary Public _____ The foregoing instrument was acknowledged
My commission expires _____ before me this ____ day of _____, 20 ____
My notary registration number is _____ by _____.



viridian

Project Name: Rivermont School AR
Construction Type: Adaptive Reuse
Energy Efficiency Path: HERS 95

Unit Type	Quantity	HERS
1938 1 BR 2nd Floor	5	88
1938 1 BR 1st Floor	4	83
1959 2 BR 1107-1110	4	80
1959 2 BR 1106	1	85
1959 2 BR 1105	1	88
1969 2 BR 1111, 1112	2	92
Projected Project HERS - Weighted Average		85

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-10
Registry ID:
Ekotrope ID: vob380Bd

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

88

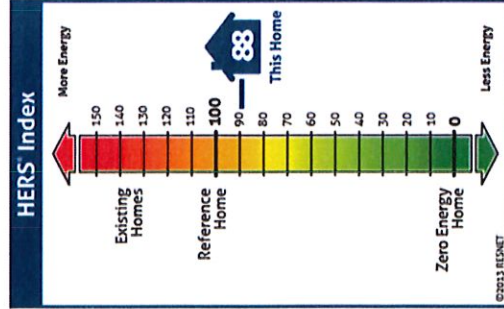
Annual Savings

\$615

*Relative to an average U.S. home

Home:
1011 N Rockbridge Ave
Covington, VA 24426
Builder:
Landmark Development

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type: Apartment, end unit
Model: 1938 1 BR 2nd Floor
Community: Rivermont School
Conditioned Floor Area: 803 ft²
Number of Bedrooms: 1
Primary Heating System: Air Source Heat Pump • Electric • 11.5 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 20 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 7 ACH50
Ventilation: 40 CFM • 23 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-0
Ceiling: Vaulted Roof, R-33
Window Type: U-Value: 0.34, SHGC: 0.5
Foundation Walls: N/A
Framed Floor: R-0

Rating Completed by:

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



Stacey Smith, Certified Energy Rater
Digitally signed: 3/14/23 at 4:26 PM



Ekotrope RATER - Version: 4.1.0.3117
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:

Ekotrope ID: vylz5612

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

83

Annual Savings

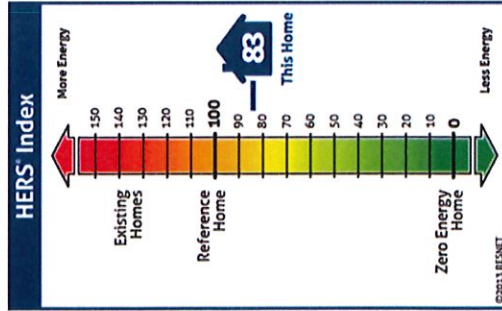
\$625

*Relative to an average U.S. home

Home:
1011 N Rockbridge Ave
Covington, VA 24426

Builder:
Landmark Development

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type: Apartment, inside unit
Model: 1938 1 BR 1st Floor
Community: Rivermont School
Conditioned Floor Area: 803 ft²
Number of Bedrooms: 1
Primary Heating System: Air Source Heat Pump • Electric • 11.5 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 20 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 7 ACH50
Ventilation: 40 CFM • 23 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-0
Ceiling: Adiabatic, R-0
Window Type: U-Value: 0.34, SHGC: 0.5
Foundation Walls: N/A
Framed Floor: R-18

Rating Completed by:

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



Stacy Smith, Certified Energy Rater
Digitally signed: 3/14/23 at 4:26 PM



Ekotrope RATER - Version: 4.1.0.3117
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:
Ekotrope ID: dNBjn0gd

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

80

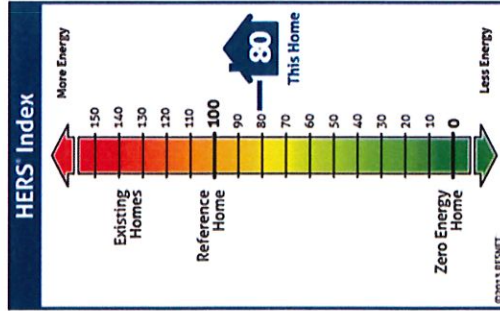
Annual Savings

\$872

*Relative to an average U.S. home

Home:
1011 N Rockbridge Ave
Covington, VA 24426
Builder:
Landmark Development

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type: Apartment, end unit
Model: 1959 Building - 2 BR 1st Floor
Community: Rivermont School
Conditioned Floor Area: 973 ft²
Number of Bedrooms: 2
Primary Heating System: Air Source Heat Pump • Electric • 11.5 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 20 SEER
Primary Water Heating: Residential Water Heater • Electric • 2.4 Energy Factor
House Tightness: 5 ACH50
Ventilation: 40 CFM • 23 Watts
Duct Leakage to Outside: 4 CFM/25 / 100 ft²
Above Grade Walls: R-0
Ceiling: Vaulted Roof, R-33
Window Type: U-Value: 0.38, SHGC: 0.56
Foundation Walls: N/A
Framed Floor: N/A

Rating Completed by:

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



Stacey Smith, Certified Energy Rater
Digitally signed: 3/14/23 at 4:26 PM



Ekotrope RATER - Version: 4.1.0.3117
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:

Ekotrope ID: d\WPEQZBv

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

85

Annual Savings

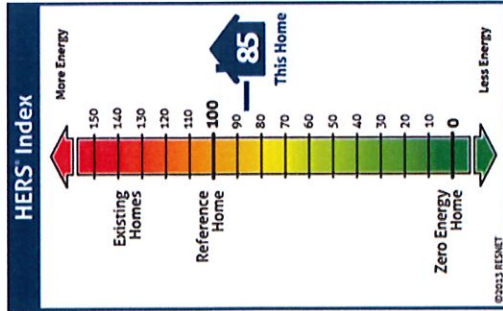
\$906

*Relative to an average U.S. home

Home:
1011 N Rockbridge Ave
Covington, VA 24426

Builder:
Landmark Development

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type: Apartment, end unit
Model: 1959 Building - 2 BR 1st Floor
Community: Rivermont School
Conditioned Floor Area: 1,270 ft²
Number of Bedrooms: 2
Primary Heating System: Air Source Heat Pump • Electric • 11.5 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 20 SEER
Primary Water Heating: Residential Water Heater • Electric • 2.4 Energy Factor
House Tightness: 5 ACH50
Ventilation: 40 CFM • 23 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-0
Ceiling: Vaulted Roof, R-33
Window Type: U-Value: 0.38, SHGC: 0.56
Foundation Walls: N/A
Framed Floor: N/A

Rating Completed by:

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



Stacey Smith, Certified Energy Rater
Digitally signed: 3/14/23 at 4:26 PM



Ekotrope RATER - Version:4.1.0.3117
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:
Ekotrope ID: dq3bB182

HERS® Index Score:

88

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

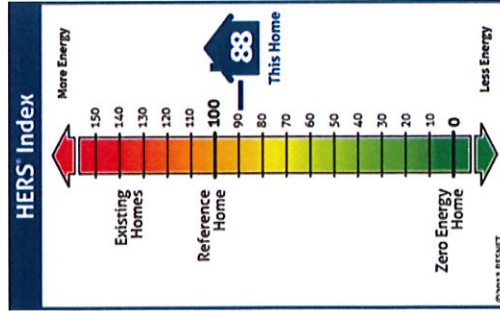
Annual Savings

\$856

*Relative to an average U.S. home

Home:
1011 N Rockbridge Ave
Covington, VA 24426
Builder:
Landmark Development

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type: Apartment, end unit
Model: 1959 Building - 2 BR 1st Floor
Community: Rivermont School
Conditioned Floor Area: 1,151 ft²
Number of Bedrooms: 2
Primary Heating System: Air Source Heat Pump • Electric • 11.5 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 20 SEER
Primary Water Heating: Residential Water Heater • Electric • 2.4 Energy Factor
House Tightness: 5 ACH50
Ventilation: 40 CFM • 23 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-0
Ceiling: Vaulted Roof, R-33
Window Type: U-Value: 0.38, SHGC: 0.56
Foundation Walls: N/A
Framed Floor: N/A

Rating Completed by:

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



Stacey Smith, Certified Energy Rater
Digitally signed: 3/14/23 at 4:26 PM



Ekotrope RATER - Version: 4.1.0.3117
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:
Ekotrope ID: mvo7000v

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

92

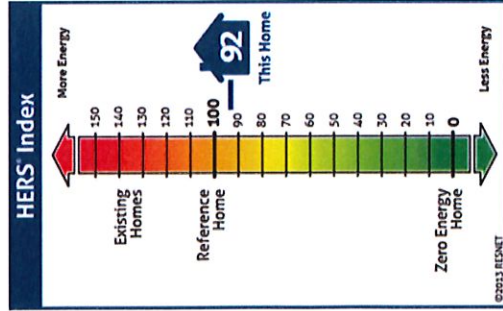
Annual Savings

\$847

*Relative to an average U.S. home

Home:
1011 N Rockbridge Ave
Covington, VA 24426
Builder:
Landmark Development

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type: Apartment, end unit
Model: 1969 Building - 2 BR 1st Floor
Community: Rivermont School
Conditioned Floor Area: 1,151 ft²
Number of Bedrooms: 2
Primary Heating System: Air Source Heat Pump • Electric • 11.5 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 20 SEER
Primary Water Heating: Residential Water Heater • Electric • 2.4 Energy Factor
House Tightness: 5 ACH50
Ventilation: 40 CFM • 23 Watts
Duct Leakage to Outside: 4 CFM25 / 100 ft²
Above Grade Walls: R-0
Ceiling: Vaulted Roof, R-33
Window Type: U-Value: 0.38, SHGC: 0.56
Foundation Walls: N/A
Framed Floor: N/A

Rating Completed by:

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



Stacey Smith, Certified Energy Rater
Digitally signed: 3/14/23 at 4:26 PM



Ekotrope RATER - Version:4.1.0.3117
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)

Appendices continued

Zoning Certification

Date 2/13/2023

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



City of Covington
333 W. Locust Street
Covington, VA 24426
Ph. (540) 965-6300
Fax (540) 965-6303

RE: ZONING CERTIFICATION

Name of Development Rivermont School Apartments

Name of Owner/Applicant Rivermont School Apartments, LLC

Name of Seller/Current Owner Industrial Development Authority of Covington, VA

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
1011 N. Rockbridge Avenue, Covington, VA, 24426

Legal Description
Please see attached legal description.

Proposed Improvements

- New Construction: 32 #Units 1 #Buildings 41,276 Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: 17 #Units 1 #Buildings 25,454 Approx. Total Floor Area Sq. Ft.
- Rehabilitation: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.

Appendices continued

Current Zoning: R4 allowing a density of N/A units per acre, and the following other applicable conditions:
N/A

Other Descriptive Information
N/A

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 3-9-23

Signature Allen L. Dressler

Printed Name Allen Dressler

Title of Local Official or Civil Engineer City Manager

Phone 540-965-6300 ext. 7

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.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A: All that real estate conveyed unto the School Board of the City of Covington, Virginia, described as "PARCELE - RIVERMONT SCHOOL" by that certain deed dated May 25, 1959, from the County School Board of Alleghany County, of record in the Clerk's Office of the Circuit Court of the City of Covington and Alleghany County in Deed Book 152, page 125, and consisting of Lots 1 through 10 and 12 through 20 in Block 108, McAllister Addition No. 8, and including the entire alley lying within said Block 8; and Lots 8 through 13 in Block 111, McAllister Addition No. 8, and including the alley lying between Lots 9 and 12 and Lots 10 and 11 of Block No. 111.

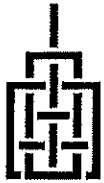
PARCEL B: All the real estate conveyed unto the School Board of the City of Covington, Virginia, described as "SECOND" BY THAT CERTAIN DEED DATED August 16, 1968, from the City of Covington, Virginia, of record in the aforesaid Clerk's Office in Deed Book 187, page 198, consisting of Lots 1 through 8 in Block 109, McAllister Addition No. 8, Lots 9, 10, 11, 12 in Block 110 McAllister Addition No. 8.

REFERENCE is hereby made to the plat of McAllister Addition No. 8, of record in the aforesaid Clerk's Office in Deed Book 73, page 125, and in Plat Book 5, page 50, for a more particular description and further derivation of title.

AND BEING that same real estate conveyed by the City of Covington, Virginia, unto the Industrial Development Authority of Covington-Alleghany County, Virginia, by deed dated March 5, 2021, and recorded in the Clerk's Office aforesaid as Instrument No. 202100498, as modified by that certain deed of correction dated October 20, 2021, and recorded in the Clerk's Office aforesaid as Instrument No. 202102440.

Tab H:

Attorney's Opinion (MANDATORY)



BLANCO TACKABERY

Attorneys and Counsellors at Law

P.O. Drawer 25008
Winston-Salem, NC 27114-5008
404 N. Marshall Street
Winston-Salem, NC 27101-2815
phone 336.293.9000
fax 336.293.9030
www.blancolaw.com

March 16, 2023

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development: Rivermont School Apartments
Name of Owner: Rivermont School Apartments, LLC

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:

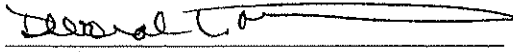
1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of 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.

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 ("Virginia Housing") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing 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.

BLANCO TACKABERY & MATAMOROS, P.A.

By: 
Deborah L. McKenney, Vice President

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)

**This Section is not
Applicable**

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

**This Section is not
Applicable**

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

A RESOLUTION DESIGNATING A REVITALIZATION AREA

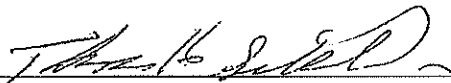
WHEREAS, the City of Covington, Virginia, wishes to designate certain property as a "revitalization area," pursuant to Section 36-55.30:2(A) of the Code of Virginia, 1950, as amended, as described on Exhibit A to this resolution; and

WHEREAS, this determination is made at a meeting of the City Council, duly advertised and convened:

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Covington, Virginia, that:

1. The City Council hereby finds and declares that:
 - a. The area described on Exhibit A to this Resolution (the "Area") is blighted deteriorated, or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements, or other facilities in the Area are subject to one or more of the following conditions: dilapidation; obsolescence; overcrowding; inadequate ventilation, light, or sanitation; excessive land coverage; deleterious land use, or fault or inadequate design, quality, or condition; *and*
 - b. Private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe, and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the Area and will induce other persons and families to live within the Area and thereby create a desirable economic mix of residents in the Area.
2. The City Council further resolves that, pursuant to Section 36-55.30:2 of the Code of Virginia, 1950, as amended, the Area is hereby designated as a revitalization area.

Adopted this 9th day of February, 2021.



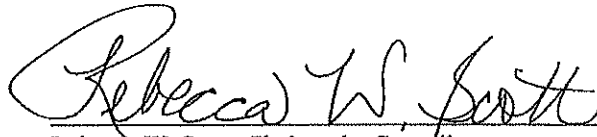
 Thomas H. Sibold, Jr., Mayor
 Covington City Council

Member	Vote
Thomas H. Sibold, Jr., Mayor.....	For _____
David S. Crosier, Vice-Mayor.....	For _____
William L. Carson.....	For _____
Raymond C. Hunter	For _____
S. Allan Tucker	For _____

ATTEST:

[SEAL]





 Rebecca W. Scott, Clerk to the Council

EXHIBIT A

All of the parcel with City of Covington Tax Map No. 6-2108-A and described as follows:

PARCEL A: All the real estate conveyed unto the School Board of the City of Covington, Virginia, described as "PARCEL B - RIVERMONT SCHOOL" by that certain deed dated May 25, 1959, from the County School Board of Alleghany County, of record in the Clerk's Office of the Circuit Court for the City of Covington and Alleghany County in Deed book 152, at page 125, and consisting of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, and 20, in Block 108, McAllister Addition No. 8, and including the entire alley lying within said Block No. 108; and Lots 9, 10, 11, and 12, in Block 111, McAllister Addition No. 8, and including the alley lying between Lots 9 and 12 and Lots 10 and 11 of Block No. 11; and

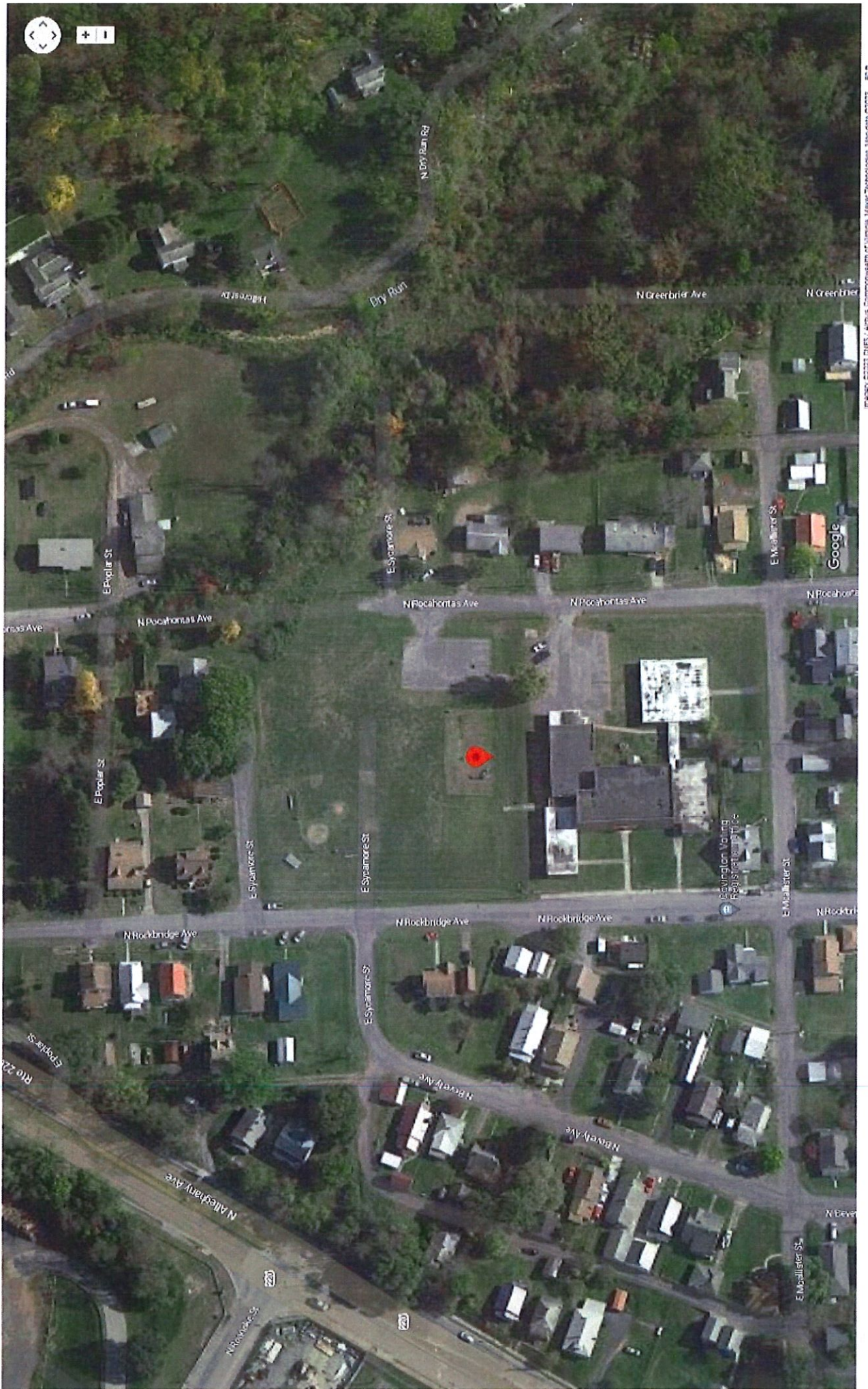
PARCEL B: All the real estate conveyed unto the School Board of the City of Covington, Virginia, described as "SECOND" by that certain deed dated August 16, 1968, from the City of Covington, Virginia, of record in the aforesaid Clerk's Office in Deed Book 187, page 198, consisting of Lots 1, 2, 3, 4, 5, 6, 7, 8, 17, 18, 19, and 20, in Block No. 109, McAllister Addition No. 8, and Lots 9, 10, 11, and 12, in Block No. 110, McAllister Addition No. 8.

Reference is hereby made to the plat of McAllister Addition No. 8, of record in the aforesaid Clerk's Office in Deed Book 73, page 125, and in Plat book 5, page 50, for a more particular description and further derivation of title.

Tab K.2

Location Map





Tab K.3

Surveyor's Certification of Proximity To Public
Transportation

Appendices continued

Vess Surveying, Inc

132 N. Maple Avenue
P.O. Box 1112
Covington, VA 24422
(540)962-3900

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 3/7/2023

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development Rivermont School Apartments

Name of Owner Rivermont School Apartments, LLC

Ladies and Gentlemen:

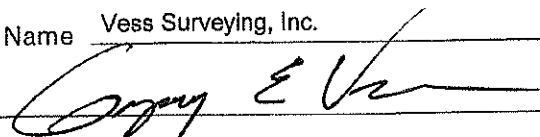
This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

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 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; OR

1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.

Firm Name Vess Surveying, Inc.

By  GREGORY E. VESS

Its President and Land Surveyor

Title

Tab L:

PHA / Section 8 Notification Letter

Appendices continued

PHA or Section 8 Notification Letter

Date 3/15/2023

To Covington Redevelopment and Housing Authority
1700 New Hope Road
Waynesboro, Virginia, 22980

RE: Proposed Affordable Housing Development

Name of Development Rivermont School Apartments

Name of Owner Rivermont School Apartments, LLC

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 1011 N. Rockbridge Avenue, Covington, Virginia, 24426

Proposed Improvements:

- | | | |
|---|------------------|---------------------|
| <input checked="" type="checkbox"/> New Construction: | <u>32</u> #Units | <u>1</u> #Buildings |
| <input checked="" type="checkbox"/> Adaptive Reuse: | <u>17</u> #Units | <u>1</u> #Buildings |
| <input type="checkbox"/> Rehabilitation: | _____ #Units | _____ #Buildings |

Proposed Rents:

- | | | |
|--|-------------------|--------|
| <input type="checkbox"/> Efficiencies: | \$ _____ | /month |
| <input checked="" type="checkbox"/> 1 Bedroom Units: | \$ <u>450-575</u> | /month |
| <input checked="" type="checkbox"/> 2 Bedroom Units: | \$ <u>550-675</u> | /month |
| <input checked="" type="checkbox"/> 3 Bedroom Units: | \$ <u>625-825</u> | /month |
| <input type="checkbox"/> 4 Bedroom Units: | \$ _____ | /month |

Other Descriptive Information:

N/A

Appendices continued

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 (336) 714 - 8910 .

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

Name Samuel J. Sari



Title Vice President of Landmark Asset Services, Inc.,

To be completed by the Local Housing Authority or Sec 8 Administrator:

Seen and Acknowledged By _____

Printed Name: _____

Title _____

Phone _____

Date _____

Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number

1Z8R236E1 596261 921

Weight

0.10 LBS

Service

UPS Next Day Air® Early

Shipped / Billed On

03/15/2023

Delivered On

03/16/2023 8:23 A.M.

Delivered To

1700 NEW HOPE RD
WAYNESBORO, VA, 22980, US

Received By

PRICE

Please print for your records as photo and details are only available for a limited time.

Sincerely,

UPS

Tracking results provided by UPS: 03/16/2023 9:04 A.M. EST

Tab M:

Locality CEO Response Letter

**This Section is not
Applicable**

Tab N:

Homeownership Plan

**This Section is not
Applicable**

Tab O:

Plan of Development Certification Letter



City of Covington
333 W. Locust Street
Covington, VA 24426
Ph. (540) 965-6300
Fax (540) 965-6303

Plan of Development Certification

DATE: 2/13/2023

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220
Attention: JD Bondurant

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development:	<u>Rivermont School Apartments</u>
Name of Owner/Applicant:	<u>Rivermont School Apartments, LLC</u>
Name of Seller/Current Owner:	<u>Industrial Development Authority of Covington, VA</u>

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:

1011 N. Rockbridge Avenue, Covington, VA, 24426

Legal Description:

Please see attached legal description.

Plan of Development Number:

N/A

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>32</u>	# Units	<u>1</u>	# Buildings	<u>41,276</u>	Total Floor Area
<input checked="" type="checkbox"/> Adaptive Reuse:	<u>17</u>	# Units	<u>1</u>	# Buildings	<u>25,454</u>	Total Floor Area
<input type="checkbox"/> Rehabilitation:	_____	# Units	_____	# Buildings	_____	Total Floor Area

Other Descriptive Information:

Plan of development is approved. final building code review of plans still required prior to issuance of a building permit.

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: 12/31/2025

Allen L Dressler
Signed
Allen Dressler
Printed Name
City Manager
Title
540-965-6300 ext. 7
Phone
3-9-23
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.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A: All that real estate conveyed unto the School Board of the City of Covington, Virginia, described as "PARCELE--RIVERMONT SCHOOL" by that certain deed dated Mary 25, 1959, from the County School Board of Alleghany County, of record in the Clerk's Office of the Circuit Court of the City of Covington and Alleghany County in Deed Book 152, page 125, and consisting of Lots 1 through 10 and 12 through 20 in Block 108, McAllister Addition No. 8, and including the entire alley lying within said Block 8; and Lots 8 through 13 in Block 111, McAllister Addition No. 8, and including the alley lying between Lots 9 and 12 and Lots 10 and 11 of Block No. 111.

PARCEL B: All the real estate conveyed unto the School Board of the City of Covington, Virginia, described as "SECOND" BY THAT CERTAIN DEED DATED August 16, 1968, from the City of Covington, Virginia, of record in the aforesaid Clerk's Office in Deed Book 187, page 198, consisting of Lots 1 through 8 in Block 109, McAllister Addition No. 8; Lots 9, 10, 11, 12 in Block 110 McAllister Addition No. 8.

REFERENCE is hereby made to the plat of McAllister Addition No. 8, of record in the aforesaid Clerk's Office in Deed Book 73, page 125, and in Plat Book 5, page 50, for a more particular description and further derivation of title.

AND BEING that same real estate conveyed by the City of Covington, Virginia, unto the Industrial Development Authority of Covington--Alleghany County, Virginia, by deed dated March 5, 2021, and recorded in the Clerk's Office aforesaid as Instrument No. 202100498, as modified by that certain deed of correction dated October 20, 2021, and recorded in the Clerk's Office aforesaid as Instrument No. 202102440.

Tab P:

Developer Experience documentation and
Partnership agreements (Please submit this TAB as a
separate stand alone document)

Rivermont School Apartments, LLC:

Tab P: Entity Docs Enclosed:

1. Operating Agreement
2. Development Agreement
3. Organizational Chart(s)

Developer Experience Backup submitted
under separate cover, as requested by
VHDA.

**OPERATING AGREEMENT
OF
RIVERMONT SCHOOL APARTMENTS, LLC**

This is the Operating Agreement of Rivermont School Apartments, LLC, a North Carolina limited liability company (the "Company"). Landmark Asset Services, Inc. is the sole initial Member of the Company. Effective March 1, 2021, the sole Member and the Company agree that the Company will be organized and operated in accordance with the terms of this Agreement.

**ARTICLE I
ORGANIZATION**

1.01 Terms. Capitalized terms used in this Agreement have the meanings given to them in the attached Exhibit C.

1.02 Name. The name of the Company is Rivermont School Apartments, LLC.

1.03 Office and Principal Place of Business. The office and principal place of business of the Company shall be located at such place or places as the Manager may designate.

1.04 Registered Office and Registered Agent. The registered office and registered agent of the Company shall be such office and agent as the Manager may designate.

1.05 Formation and Term. The Company was formed on March 1, 2021, upon the filing of the Articles of Organization with the Secretary of State of North Carolina pursuant to the Act and shall continue in perpetuity, unless the Company is earlier dissolved and its affairs wound up in accordance with the provisions of this Agreement or the Act.

1.06 Purpose and Powers. The purpose and powers of the Company are as follows:

(a) Purpose. The purpose and business of the Company shall be to acquire the Project, and to develop, finance, construct or rehabilitate, maintain, operate and sell or otherwise dispose of the Project.

(b) Powers. The Company shall have any and all powers which are necessary or desirable to carry out the purpose and business of the Company, to the extent that such powers may be legally exercised by limited liability companies under the Act.

ARTICLE II
MANAGEMENT AND LIABILITY

2.01 Management. The Company shall be manager-managed. The manager need not be a member of the Company to serve as manager. The members of the Company shall not be managers of the Company solely by virtue of their status as members. The Member shall have the exclusive right, from time to time, in the Member's sole discretion, to name additional manager(s) and to remove and replace the existing manager(s). Landmark Asset Services, Inc., a North Carolina corporation ("Landmark") is designated as, and shall be, the initial manager of the Company. The Members shall not be required to perform services for the Company solely by virtue of being a member. Landmark, in its capacity as manager, and any party subsequently named a manager of the Company, shall have the exclusive right, power and authority to act on behalf of the Company concerning such matters which are necessary or desirable to carry on the daily operations of the Company and to perform any and all acts or activities customary or incident to the management of the Company's affairs, including, without limitation, the power and authority to sign contracts on behalf of the Company and otherwise bind the Company with third parties, to the extent that such transactions are customary to the Company's operations or otherwise pertain to transactions that are incident to the daily operations of the Company and that are not extraordinary in nature. In exercising its rights, powers and authority as manager, the manager of the Company may use the title "Manager," if the manager is also a member, "Managing Member," or any other title that the manager shall determine to use from time to time.

2.02 Indemnification. To the fullest extent not prohibited by applicable law, as it now exists or may hereafter be amended, the Company shall indemnify the Member of the Company, as well as any manager, against all liability and litigation expense, including, but not limited to, reasonable attorney's fees, arising out of its status as such or its activities in the foregoing capacity, regardless of when such status existed or activity occurred and regardless of whether or not it is a member or a manager of the Company at the time such indemnification is sought or obtained. Without limiting the generality of the foregoing indemnity, such persons may also recover from the Company all reasonable costs, expenses and attorney's fees in connection with the enforcement of rights to indemnification granted herein. The provisions of this section are in addition to and not in limitation of the power of the Company with respect to, and the rights of any member or manager of the Company to receive the benefits of, any other or further indemnification, insurance, elimination of liability or the right or benefit which is duly adopted by the Company and not prohibited by applicable law. The Company may also indemnify its employees and other representatives or agents up to the fullest extent not prohibited under applicable law, provided that the indemnification in each such situation is first approved by the Member.

In addition, the Manager and the Company shall defend, indemnify and hold harmless New River Valley Home from and against any loss, liability, damage, cost or expense (including costs of defense and reasonable attorneys fees actually incurred) incurred by reason of any and all demands, claims, suits, actions, or proceedings arising out of any gross negligence, willful misconduct, malfeasance, fraud or breach of fiduciary duty of the Company, the Manager or any

other Member or any actions performed outside the scope of authority of such Manager or other Member that have a material adverse effect on New River Valley Home.

2.03 Limitation on Liability. No Member or Manager of the Company shall be liable to the Company for monetary damages for an act or omission in such Person's capacity as a member or manager, except as provided in the Act for (i) acts or omissions which a Member or Manager knew at the time of the acts or omissions were clearly in conflict with the interests of the Company; (ii) any transaction from which a Member or Manager derived an improper personal benefit; or (iii) acts or omissions occurring prior to the date this provision becomes effective. If the Act is amended to authorize further elimination of or limitations on the liability of Members or Managers, then the liability of the Members or Managers shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of this Section shall not adversely affect the right or protection of a Member or Manager existing at the time of such repeal or modification. The provisions of this Section shall apply also to any Person to whom the Members or Managers have delegated management authority, whether or not such Person is a Member or Manager.

2.04 Compensation and Expenses. The Manager shall not receive any compensation from the Company for serving as a manager, but the Company will reimburse the Manager for all expenses incurred by the Manager in connection with its service as a manager. Nothing contained in this Section is intended to affect the Ownership Percentage of any of the Members or the amounts that may be payable to any of the Members by reason of their respective Ownership Percentages.

ARTICLE III MEMBERSHIP

3.01 Dealings With Affiliates. The Members and Manager are specifically authorized to employ, contract and deal with, from time to time, any Member or Manager or Affiliate of any Member or Manager, provided the Member consents, and in connection therewith to pay such Person fees, prices or other compensation, provided that such employment, contracts, and dealings are commercially reasonable and necessary or appropriate for Company purposes, and the fees, prices or other compensation paid by the Company are, in the judgment of such Members or Manager, reasonable and typical or competitive with the fees, prices or other compensation customarily paid for similar property or services in the same general area.

ARTICLE IV CAPITAL CONTRIBUTIONS AND ACCOUNTS

4.01 Initial Capital Contributions. The Member has contributed as its Capital Contributions to the Company the amounts designated on Exhibit A.

4.02 Maintenance of Capital Accounts. Separate Capital Accounts shall be maintained for each Member in accordance with the Regulations as described in Exhibit B.

4.03 Interest on and Return of Capital. No Owner shall be entitled to any interest on such Owner's Capital Account or on such Owner's Capital Contributions to the Company. No Owner shall have the right to demand or to receive the return of all or any part of such Owner's Capital Contributions to the Company or such Owner's Capital Account except as otherwise provided in this Agreement.

ARTICLE V ALLOCATIONS

Subject to the requirements of the Regulations as provided in Exhibit B, the Net Profits, Net Losses, and distributive shares of tax items shall be allocated to the Owners on a pro-rata basis in accordance with their respective Ownership Percentages during the period over which such Net Profits, Net Losses and tax items were accrued.

ARTICLE VI DISTRIBUTIONS

6.01 Interim and Liquidating Distributions. Distributions of Net Cash Flow or distributions in kind to Owners, whether in liquidation or otherwise, shall be made to the Owners in accordance with their Ownership Percentages; provided, however, that no distribution shall be made to the Owners if prohibited by N.C.G.S. §57D-4-05.

6.02 Adjustment to Fair Market Value. Prior to any distribution in kind, the difference between such established value and book value of the property to be distributed shall be credited or charged, as is appropriate, to the Owners' Capital Accounts in proportion to their Ownership Percentages. Upon the distribution of such property, such agreed-upon value shall be charged to the Capital Accounts of the Owners receiving such distribution.

ARTICLE VII DISSOLUTION, LIQUIDATION AND TERMINATION

7.01 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

- (a) By the written agreement of the Members holding a Majority Interest; or
- (b) The entry of a decree of judicial dissolution or the issuance of a certificate for administrative dissolution under the Act.

The occurrence of a Withdrawal Event will not result in the dissolution of the Company.

7.02 Winding Up, Liquidation and Distribution of Assets. Upon the happening of any of the events specified in this Article, the Liquidator will commence as promptly as practicable to wind up the Company's affairs unless the Liquidator determines that an immediate liquidation of Company assets would cause undue loss to the Company, in which event the liquidation may be deferred for a time determined by the Liquidator to be appropriate. Assets of the Company

may be liquidated or distributed in kind, as the Liquidator determines to be appropriate. The Owners will continue to share the Net Cash Flow, Net Profits and Net Losses during the period of liquidation in the manner set forth in Article V and Article VI. The proceeds from liquidation of the Company, including repayment of any debts of Owners to the Company, and any Company assets that are not sold in connection with the liquidation will be applied in the following order of priority:

(a) To payment of the debts and satisfaction of the other obligations of the Company, including without limitation debts and obligations to Owners;

(b) To the establishment of any reserves deemed appropriate by the Liquidator for any liabilities or obligations of the Company, which reserves will be held for the purpose of paying liabilities or obligations and, at the expiration of a period the Liquidator deems appropriate, will be distributed in the manner provided in Subsection (c); and

(c) To the payment to the Owners of the positive balances in their respective Capital Accounts, pro rata, in proportion to the positive balances in those Capital Accounts after giving effect to all allocations and distributions under Article V and Article VI for all prior periods, including the period during which the process of liquidation occurs.

7.03 Articles of Dissolution. Upon the dissolution and the commencement of winding up of the Company, Articles of Dissolution shall be filed in the Office of the Secretary of State in accordance with the Act.

7.04 Return of Contribution Nonrecourse to Other Owners. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Owner shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Owners, such Owner or Owners shall have no recourse against any other Owner.

ARTICLE VIII BOOKS AND RECORDS

8.01 Accounting Period. The Company's accounting period shall be the calendar year.

8.02 Books and Records. The Company's books and records, this Agreement and all amendments thereto, and any other agreements, records, documents or data required to be maintained by the Act, shall be maintained at the principal office of the Company and shall be open to inspection and examination by the Members or their duly authorized representatives at all reasonable times.

8.03 Books of Account. The Company shall, for income tax purposes, keep and maintain, or cause to be kept and maintained, adequate books of account of Company business. Such books of account shall initially be kept on an accrual basis, but the Members shall have the right, but not the obligation, to change the method of accounting. All expenses in connection

with the keeping of the books and records of the Company and the preparation of audited or unaudited financial statements required to implement the provisions of this Agreement or otherwise needed for the conduct of the Company's business shall be borne by the Company as an ordinary expense of its business.

8.04 Tax Returns. The Company, at the Company's expense, shall cause an income tax return for the Company to be prepared and timely filed with the appropriate authorities. Copies of such returns, or other pertinent information therefrom, shall be furnished to the Members within the periods required by law or otherwise within a reasonable time after the end of the Company's fiscal year.

8.05 Bank Accounts. The bank account or accounts of the Company shall be maintained in the bank approved by the Manager. The terms governing such account shall be determined by the Manager and withdrawals from such bank account shall only be made by such parties as may be approved by the Manager. Any account opened for the Company shall not be commingled with other funds of the Members or Managers.

8.06 Tax Matters. The Member shall designate a Member to act as the "Partnership Representative" for federal income tax purposes. The Partnership Representative is authorized and required to represent the Company in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Partnership Representative shall have the final decision making authority with respect to all federal income tax matters involving the Company. The Owners agree to cooperate with the Partnership Representative in any action or proceeding involving issues of federal income taxation affecting the Company or the Owners. Notwithstanding anything to the contrary contained herein, the Partnership Representative may not settle any tax issue, institute suit or extend the statute of limitations (except insofar as any such action is taken by the Partnership Representative in its individual capacity and not as the Partnership Representative) without the consent of the Member. Any direct out-of-pocket expense incurred by the Partnership Representative in carrying out his obligations hereunder shall be allocated to and charged to the Company as an expense of the Company for which the Partnership Representative shall be reimbursed. The initial Partnership Representative shall be Landmark Asset Services, Inc.

8.07 Annual Report for Secretary of State. The Company shall deliver to the Secretary of State for filing an annual report in accordance with N.C. Gen. Stat. § 57D-2-24.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Application of North Carolina Law. This Agreement, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of North Carolina, and specifically the Act.

9.02 Further Assurances. The Members each agree to cooperate, and to execute and deliver in a timely fashion any and all additional documents necessary to effectuate the purposes

of the Company and this Agreement, including but not limited to consents to jurisdiction for a taxing jurisdiction with regard to the collection of income taxes attributable to the Member's income and interest and penalties assessed on such income.

9.03 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

9.04 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

9.05 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act from having the effect of an original violation.

9.06 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have under applicable law.

9.07 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and permitted assigns.

9.08 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

9.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

9.10 Notices. Any and all notices, offers, demands or elections required or permitted to be made under this Agreement shall be in writing, signed by the party giving such notice, and shall be delivered or sent by hand delivery, recognized overnight courier or registered or certified mail, postage fully prepaid and addressed to the recipient at his or its address appearing on Exhibit A or to such other address as a party may by proper notice designate, and shall be deemed given in the case of hand delivery upon delivery to the recipient's address, in the case of overnight courier one (1) day after deposit with such courier and in the case of mailing two (2) days after deposit in the mail. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

9.11 Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. If any particular

provision herein is construed to be in conflict with the provisions of the Act, the Act shall control and such invalid or unenforceable provisions shall not affect or invalidate the other provisions hereof, and this Agreement shall be construed in all respects as if such conflicting provision were omitted.

9.12 Determination of Matters Not Provided For In This Operating Agreement. The Member shall decide any questions arising with respect to the Company and this Agreement which are not specifically or expressly provided for in this Agreement.

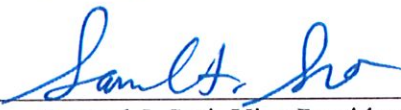
[SEPARATE SIGNATURE PAGE FOLLOWS]

**EXECUTION PAGE
TO THE
OPERATING AGREEMENT
OF
RIVERMONT SCHOOL APARTMENTS, LLC
a North Carolina Limited Liability Company**

IN WITNESS WHEREOF, the Company has adopted this Agreement effective as of the Effective Date, and the Company and the Member and Manager hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement.

RIVERMONT SCHOOL APARTMENTS, LLC

By: Landmark Asset Services, Inc., Managing
Member

By: 
Samuel J. Sari, Vice President

**LANDMARK ASSET SERVICES, INC.,
Member and Manager**

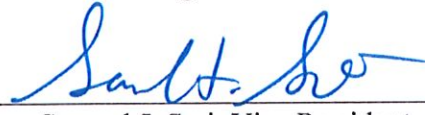
By: 
Samuel J. Sari, Vice President

EXHIBIT A
TO THE
OPERATING AGREEMENT
OF
RIVERMONT SCHOOL APARTMENTS, LLC
A North Carolina Limited Liability Company

MEMBER INFORMATION

NAME & ADDRESS OF MEMBERS	CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Landmark Asset Services, Inc. 406 E. Fourth Street Winston-Salem, NC 27101	\$ 100.00	100.0%

EXHIBIT B
TO THE
OPERATING AGREEMENT
OF
RIVERMONT SCHOOL APARTMENTS, LLC
A North Carolina Limited Liability Company

REGULATORY ALLOCATIONS

SECTION B-1. Definitions.

(a) "Adjusted Capital Account" shall mean the Owner's Capital Account increased by (i) the amount of any deficit balance that the Owner is obligated to restore upon liquidation of the Company in accordance with Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(3) or is treated as obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and (ii) the amount of the Owner's share of Company Minimum Gain or Owner Nonrecourse Debt Minimum Gain, and decreased by (iii) the items described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

(b) "Nonrecourse Deductions" shall have the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(c) "Nonrecourse Liability" shall mean a liability of the Company for which no Owner bears the economic risk of loss within the meaning of Treasury Regulations Section 1.752-2.

(d) "Owner Nonrecourse Debt" shall have the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

(e) "Owner Nonrecourse Debt Minimum Gain" shall mean an amount, with respect to each Owner Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Owner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(f) "Owner Nonrecourse Deductions" shall have the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

(g) "Company Minimum Gain" shall have the meaning set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

SECTION B-2. Maintenance of Capital Accounts.

In the maintenance of the Capital Account for each Owner, the following provisions shall apply:

(a) Each Owner's Capital Account shall be credited with the fair market value of such Owner's Capital Contributions and shall be appropriately adjusted to reflect each Owner's distributive share of Company income and gain, and the amount of any Company liabilities that are assumed by such Owner.

(b) Each Owner's Capital Account shall be debited the amount of money and the fair market value of any property distributed to such Owner and shall be appropriately adjusted to reflect each Owner's distributive share of Company loss and deductions, and the amount of any liabilities of such Owner that are assumed by the Company or that are secured by any property contributed by such Owner to the Company.

(c) In the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(d) The Capital Account shall also include a pro-rata share of the fair market value of any property contributed by a Person who is not an Owner, such value to be the same value reported for Federal Gift Tax purposes if a gift tax return is filed, and if not, the value in the case of real property as determined by an independent appraiser actively engaged in appraisal work in the area where such property is located and selected by the Members, and otherwise by the certified public accountant or accountant then serving the Company.

(e) The Capital Accounts of the Owners may be adjusted to reflect a revaluation of Company property (including intangible assets such as goodwill) to its fair market value, at the following times: (i) in connection with the acquisition of an Economic Interest by a new or existing Owner for more than a de minimis capital contribution, (ii) in connection with the liquidation of the Company as defined in the Regulations, or (iii) in connection with more than a de minimis distribution to an Owner as consideration for his Economic Interest. In the event of any revaluation of Company property, the Capital Accounts of the Owners shall be adjusted as provided by the Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the requirements of Code Section 704(b) and the Regulations thereunder. If in the opinion of the Members the manner in which Capital Accounts are being maintained pursuant to the preceding provisions of this Section should be modified in order to comply with the requirements of Code Section 704(b) and the Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Section, the Members may alter the method in which Capital Accounts are maintained, and the Members shall have the right to amend this Agreement to reflect any such change in the manner in which Capital Accounts are maintained; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between the Owners.

SECTION B-3. Regulatory Allocations.

Notwithstanding any other provision of this Agreement, the following regulatory allocations shall apply:

(a) **Qualified Income Offset.** In the event any Owner unexpectedly receives any adjustments, allocation or distribution described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) which has not otherwise been taken into account in determining the deficit of such Owner's Adjusted Capital Account, such Owner shall be specially allocated items of income and gain in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the deficit Adjusted Capital Account of such Owner as quickly as possible. This provision is intended to constitute a "Qualified Income Offset" under Regulations Section 1.704-1(b)(2) and shall be interpreted consistently therewith.

(b) **Minimum Gain Chargeback.** If during any Company fiscal year there is a net decrease in Company Minimum Gain, each Owner who would otherwise have a deficit Adjusted Capital Account at the end of such shall be specifically allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Owner's share of the net decrease in Company minimum gain, determined in accordance with Regulations Section 1.704-2(g). This provision is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(c) **Owner Minimum Gain Chargeback.** If there is a net decrease in Owner Nonrecourse Debt Minimum Gain attributable to an Owner Nonrecourse Debt during any Company fiscal year, each Owner who has a share of the Owner Nonrecourse Debt Minimum Gain attributable to such Owner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specifically allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Owner's share of the net decrease in Company Nonrecourse Debt Minimum Gain attributable to such Owner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). This Section is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(d) **Nonrecourse Deductions.** Nonrecourse Deductions for any fiscal year shall be specifically allocated to the Owners in accordance with their respective Ownership Percentages as set forth in **Exhibit A** attached, as such Exhibit may be amended from time to time.

(e) **Owner Nonrecourse Deductions.** Any Owner Nonrecourse Deductions for any fiscal year shall be specifically allocated to the Owner who bears the economic risk of loss with respect to the Owner Nonrecourse Debt to which such Owner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(f) **Section 704(c) Tax Allocations.** In accordance with Code Section 704(c) and the regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Owners so as

to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial fair market value ascribed to it under this Agreement.

(g) Compliance with Regulations. It is the intent of the Owners that the allocations of all items of income, gain, loss, deduction and credit under this Agreement comply with the requirements of Code Section 704(b) and the Regulations thereunder. Accordingly, to the extent adjustment is necessary to be in compliance with the provisions of Code Section 704(b) and the Regulations thereunder, such necessary adjustments in the allocation shall be made, but only to the smallest extent necessary. Furthermore, if there has been any adjustment in the allocations to the Owners on account of the preceding sentence, subsequent allocations of income, gain, loss, deduction or credit shall, to the extent possible, be allocated to the Owners in the order and in a manner designed to result in each Owner's having a Capital Account balance equal to what it would have been had the allocation(s) pursuant to the preceding sentence not occurred, and in a manner that is likely to minimize any economic distortions that otherwise might result.

EXHIBIT C
TO THE
OPERATING AGREEMENT
OF
RIVERMONT SCHOOL APARTMENTS, LLC
A North Carolina Limited Liability Company

GLOSSARY OF TERMS

“Act” means the North Carolina Limited Liability Company Act, as amended from time to time.

“Affiliate” means: (i) in the case of an individual, any relative of such individual, (ii) in the case of an Entity, any officer, director, trustee, member, manager, general partner, employee or holder of ten percent (10%) or more of any class of the voting securities of, or interest, in such Entity; or any corporation, company, limited liability company, director, trustee, member, manager, general partner, employee or holder of ten percent (10%) or more of the outstanding voting securities of any corporation, company, limited liability company, trust or other entity controlling, controlled by or under common control with such Entity. For the purposes of this definition, the term “controls,” “is controlled by,” or “is under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities or otherwise.

“Agreement” means this Operating Agreement, as amended from time to time.

“Capital Account” means the account established for each Owner pursuant to Article IV and maintained in accordance with the provisions of this Agreement

“Capital Contribution” means any contribution to the capital of the Company in cash, property or other binding obligation to contribute cash or property whenever made.

“Economic Interest” means that part of a Membership Interest which includes only the right to receive the share of the Company’s allocations and distributions associated with that Membership Interest and specifically does not include the right to vote, the right to examine the books and records of the Company or the right to otherwise participate in any decision of the Members.

“Economic Interest Owner” means the owner of an Economic Interest who is not a Member.

“Entity” means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

“Liquidator” means any Members or any liquidating trustee appointed by the Members upon dissolution of the Company.

“Majority Interest” Majority Interest means the Membership Percentages which, taken together, exceed fifty percent (50%) of the aggregate of all Membership Percentages. If, in any instance, no combination of Membership Percentages exceeds fifty percent (50%) of the aggregate of all Membership Percentages, then Majority Interest will be deemed to mean one hundred percent (100%) of the Membership Percentages.

“Manager” means the Person designated as a manager of the Company pursuant to Section 2.01 of this Agreement, and each Person who may hereafter become a manager of the Company pursuant to Section 2.01 of this Agreement.

“Members” mean the members who execute a counterpart of this Agreement and each of the parties who may hereafter become members, including a Successor or Successors.

“Membership Interest” means all of a Member’s rights in the Company, including without limitation the Member’s share of the Net Profits and Net Losses of the Company, the right to receive distributions of the Company assets, any right to vote, any right to participate in the management of the business and affairs of the Company.

“Membership Percentage” means that portion of the Company (expressed as a percent) that is owned by any Members. Upon the execution of this Agreement, the Members shall own one hundred percent (100%) of the Membership Percentages of the Company. In the event of a Transfer of a portion of a Member’s Membership Interest to a Successor, the transferring Members shall designate the Membership Percentage transferred.

“Net Cash Flow” means all cash received by the Company from all sources, including capital contributions, operations, investments, financings or refinancings, including net proceeds from all sales and other dispositions of Company property, less cash expended by the Company, including payment of all expenses, costs, and indebtedness of the Company, acquisition of investments or other capital assets, and establishment of reasonable reserves for working capital, debt service, contingencies, investments, and replacements. Net Cash Flow shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances.

“Net Profit” or “Net Loss” means the net profit or net loss of the Company as determined in accordance with the method of accounting used by the Company for federal income tax purposes.

“Owner” means a Member or an Economic Interest Owner.

“Ownership Percentage” means the percentage set forth after the Economic Interest Owner’s or Member’s name on Exhibit A attached, as may be amended from time to time.

“Person” means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns thereof.

“Project” means the Rivermont School Apartments redevelopment project in Covington, Virginia.

“Successor” means a Person to whom all right, title and interest in all or any percentage of a Membership Interest is transferred, including the personal representatives, heirs, or legatees of a Member.

“Transfer” means to sell, bequeath, transfer or assign any Membership Interest or percentage thereof.

“Withdrawal Event” means the withdrawal, removal, bankruptcy, insolvency, dissolution, death or incompetency of a Member, the sale or redemption of a Member’s entire Membership Interest, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to N.C. Gen. Stat. § 57D-3-02 or any other provision of the Act.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into effective as of March 12th, 2023 between **RIVERMONT SCHOOL APARTMENTS, LLC**, a North Carolina limited liability company (the “Company”) and **ARCHETYPES, LLC**, a North Carolina limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the Company has been formed to acquire, develop, finance, rehabilitate, own, maintain, operate and sell or otherwise dispose of a 49-unit multifamily apartment complex intended for rental to low-income individuals and families, to be known as Rivermont School Apartments and to be located in Covington, Virginia (the “Apartment Complex”); and

WHEREAS, the Company desires to appoint the Developer to provide certain services for the Company with respect to overseeing the development of the Apartment Complex until all development work is completed.

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 are hereby acknowledged, it is agreed as follows:

Section 1. Appointment. The Company hereby appoints the Developer to render services for the Company and to supervise and oversee the development of the Apartment Complex as herein contemplated.

Section 2. Authority. The Developer shall have the authority and the obligation to:

- (a) act on behalf of the Company in its relation with any governmental agency or authority and any construction and/or permanent loan lender with respect to all matters relating to the construction and development of the Apartment Complex;
- (b) coordinate the preparation of the plans and specifications (the “Plans and Specs”) with the architect (“Architect”) and recommend alternative solutions whenever design details affect construction feasibility or schedules;
- (c) ensure that the Plans and Specs are in compliance with all applicable codes, laws, ordinances, rules and regulations;
- (d) negotiate all necessary contracts and subcontracts (other than the construction contract) for the construction of the Apartment Complex;
- (e) choose the products and materials necessary to equip the Apartment Complex in a manner which satisfies all requirements of the permanent loans and the Plans and Specs;

(f) monitor disbursement and payment of amounts owed the Architect and the subcontractors;

(g) insure that the Apartment Complex is constructed free and clear of all mechanics' and materialmen's liens;

(h) obtain an Architect's certificate that the work on the Apartment Complex is substantially complete, and inspect the Architect's work;

(i) secure all building code approvals and obtain certificates of occupancy for all of the residential units of the Apartment Complex;

(j) cause the Apartment Complex to be completed in a prompt and expeditious manner, consistent with good workmanship, and in compliance with the following:

(i) the Plans and Specs as they may be amended by the agreement of the parties hereto and with the consent of the mortgagees under the construction and permanent loans; and

(ii) any and all obligations of the Company under the construction and permanent loans.

(k) cause to be performed in a diligent and efficient manner the following:

(i) construction of the Apartment Complex pursuant to the Plans and Specs, including any required off-site work; and

(ii) general administration and supervision of construction of the Apartment Complex, including but not limited to activities of subcontractors and their employees and agents, and others employed as to the Apartment Complex in a manner which complies in all respects with the construction and permanent loans and the Plans and Specs.

(l) keep, or cause to be kept, accounts and cost records as to the construction of the Apartment Complex;

(m) maintain, or cause to be maintained, at its expense, all office and accounting facilities and equipment necessary to adequately perform the foregoing functions;

(n) make available to the Company, during normal business hours and upon the Company's written request, copies of all material contracts and subcontracts;

(o) deliver to the Company a dimensioned as-built survey of the real property (locating only buildings) and as-built drawings of the Apartment Complex construction;

(p) provide, and periodically update Apartment Complex construction time schedule which coordinates and integrates Architect's services with construction schedules;

(q) investigate and recommend a schedule for purchase by the Company of all materials and equipment requiring long lead time procurement, coordinate the schedule with Architect and expedite and coordinate delivery of such purchases;

(r) prepare prequalification criteria for bidders interested in the Apartment Complex, establish bidding schedules and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques with any special systems, materials or methods;

(s) receive bids, prepare bid analyses and make recommendations to the Company for award of contracts or rejection of bids;

(t) coordinate the work of Architect to complete the Apartment Complex in accordance with the objectives as to cost, time and quality, and provide sufficient personnel at the Apartment Complex with authority to achieve such objectives;

(u) provide a detailed schedule of realistic activity sequences and durations, allocation of labor and materials and processing of shop drawings and samples;

(v) provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete, recommend to the Company adjustments in the schedule to meet the probable completion date, provide summary reports of such monitoring, and document all changes in the schedule;

(w) recommend courses of action to the Company when requirements of subcontracts are not being fulfilled;

(x) revise and refine the approved estimate of construction cost, incorporate changes as they occur, and develop cash flow reports and forecasts as needed;

(y) provide regular monitoring of the approved estimate of construction cost, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs and advise the Company whenever projected costs exceed budgets or estimates;

(z) develop and implement a system for review and processing of change orders as to construction of the Apartment Complex;

(aa) develop and implement a procedure for the review and processing of applications by subcontractors for progress and final payments;

(bb) in collaboration with Architect, establish and implement procedures for expediting the processing and approval of shop drawings and samples; and

(cc) record the progress of the Apartment Complex and submitting written progress reports to the Company and Architect, including the percentage of completion and the number and amounts of change orders.

The Developer shall not be responsible for and shall take no actions which pertain to the acquisition of an interest in the land upon which the Apartment Complex is located, the admission of an equity investor to the Company, or obtaining the construction and permanent loans for the financing of the Apartment Complex.

Section 3. Development Fee.

(a) For services performed and to be performed under Sections 1 and 2 of this Agreement, the Company agrees to pay the Developer a development fee (the "Development Fee") in the amount of \$1,200,000.00, of which \$240,000.00 shall have been earned by December 31, 2023. Payment of such fee shall be payable by the Company to the Developer from capital contributions made by an equity investor, construction loan proceeds, permanent loan proceeds, or net cash flow, as and when permitted by the equity investor and, if applicable, the lenders.

(b) The Development Fee must be paid in its entirety by December 31, 2038.

Section 4. Assignment of Fees. The Developer shall not assign, pledge or otherwise encumber, for security or otherwise, the Development Fee set forth above to be made by the Company, or any portion(s) thereof or any right(s) of the Developer thereto, without prior consent of the Company.

Section 5. Successors and Assigns, Termination. This Agreement shall be binding on the parties hereto, their heirs, successors, and assigns. However, this Agreement may not be assigned by any party hereto without the consent of any equity investor, nor may it be terminated without the consent of any equity investor, which consent shall not be unreasonably withheld.

Section 6. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this 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 which are valid.

Section 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

Section 8. No Continuing Waiver. The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

Section 9. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.


Section 10. Enforceability. Notwithstanding anything to the contrary in this Agreement, this Agreement shall be null and void in the event that the Virginia Housing Development Authority does not issue a reservation or an allocation of low-income housing tax credits for the Rivermont School Apartments project by December 31st, 2022.

[SEPARATE SIGNATURE PAGE FOLLOWS]

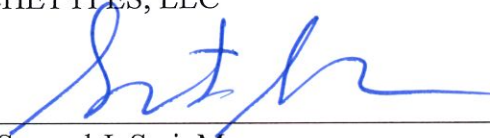
IN WITNESS WHEREOF, the parties have caused this Development Agreement to be duly executed as of the date first written above.

RIVERMONT SCHOOL APARTMENTS, LLC

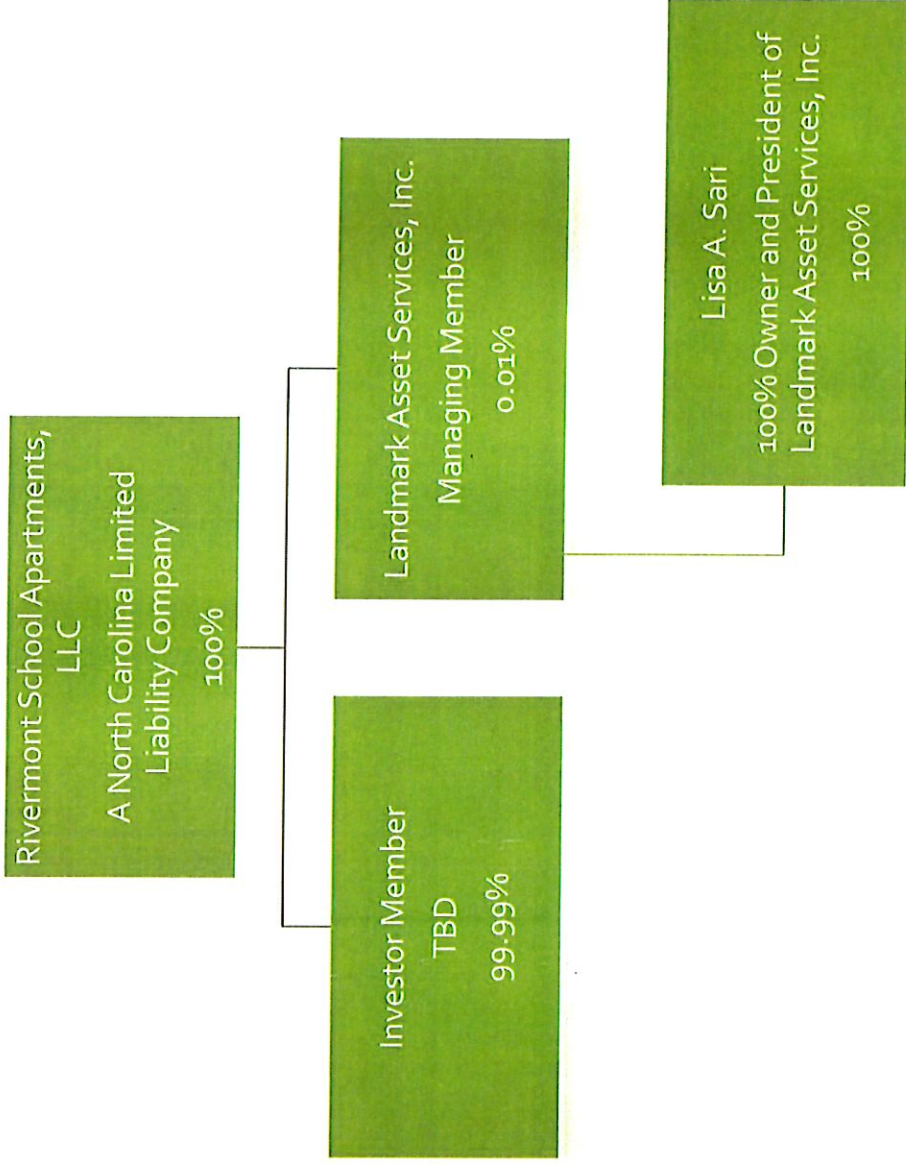
By: Landmark Asset Services, Inc.,
Managing Member

By: 
Samuel J. Sari, Vice President

ARCHETYPES, LLC

By: 
Samuel J. Sari, Manager

Rivermont School Apartments, LLC Organizational Chart



Tab Q:

Documentation of Rental Assistance, Tax Abatement
and/or existing RD or HUD Property

RESOLUTION 113

RESOLUTION AWARDING
FIVE PROJECT BASED VOUCHERS
TO RIVERMONT SCHOOL APARTMENTS
TO SERVE ELDERLY HOUSEHOLDS

WHEREAS, the Quality Housing and Work Responsibility Act (QHWRA) of 1998, authorized the Project Based Housing Choice Voucher Program, and

WHEREAS, Congress substantially revised the requirements of the Project Based Housing Choice Voucher Program to allow a public housing authority to project base up to 20% of its annual budget authority for its Section 8 Housing Choice Voucher Program; and

WHEREAS, on November 24, 2021, the Covington Redevelopment and Housing Authority issued a Request for Proposal (RFP) notifying local rental housing providers of the opportunity to submit proposals for securing up to 5 Project Based Vouchers to be used for new construction or substantial rehabilitation; to serve lower income elderly;

WHEREAS, the Covington Redevelopment and Housing Authority received one (1) response to the Request for Proposal, which was reviewed, ranked and recommended for award; and

WHEREAS, Rivermont School Apartments LLC development was recommended for an award of five (5) Project Based Vouchers (PBV); and

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Covington Redevelopment and Housing Authority that it selects and authorizes the dedication of five (5) Project Based Vouchers to Rivermont School Apartments LLC, and

BE IT FURTHER RESOLVED, by the Board of Commissioners of the Covington Redevelopment and Housing Authority that the Executive Director is hereby authorized to execute and all contacts/documents required for the dedication of said PBV's in accordance with The Department of Housing and Urban Development.


Vice Chairman-Richard Baker

2/24/2022



Executive Director-Kimberly D. Byrd

2/24/2022

AN ORDINANCE

PARTIALLY EXEMPTING CERTAIN REAL ESTATE
IN A REVITALIZATION AREA FROM REAL ESTATE TAXATION

WHEREAS, Landmark Asset Services, Inc. ("Landmark"), has applied to the City Council of the City of Covington, Virginia, for an ordinance providing for a partial real estate tax exemption for a rehabilitation and revitalization project for the real property known as Rivermont School, 1101 North Rockbridge Avenue, Covington, Virginia, City Tax Map No. 6-2108-A (the "Property"); and

WHEREAS, the City Council, by resolution adopted on March 9, 2021, designated the Property as a Revitalization Area, pursuant to § 36-55.30:2(A) of the Code of Virginia, 1950, as amended; and

WHEREAS, the Virginia Constitution, art. X § 6(h), permits, and Va. Code § 58.1-3219.4 authorizes, the City Council to provide for the partial exemption from real estate taxation for rehabilitated property in a redevelopment or conservation area or rehabilitation district; and

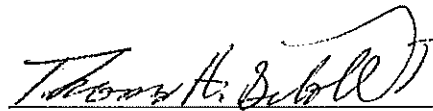
WHEREAS, the City Council wishes to continue to support and encourage the revitalization, rehabilitation, and renovation of the Property, which will result in economic development, an increase in the tax base, an increase in economic activity, and provide for safe and affordable housing.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Covington, Virginia, that:

1. That certain real property known as Rivermont School, 1101 North Rockbridge Avenue, Covington, Virginia, City Tax Map No. 6-2108-A, and improvements thereon, are hereby partially exempted from real estate taxes for three years, as follows.

2. Any increase in the assessed value of the aforementioned property resulting from the construction of the any new structure or other improvement, as determined by the commissioner of the revenue or other assessing officer, is exempt from real estate taxation for a period of three years, beginning on the date of adoption of this ordinance. Beginning on January 1 of the fourth year following the effective date of this ordinance, assessment shall resume on the full fair market value of the property as provided by law.


Adopted this 7th day of March, 2023.



Thomas H. Sibold, Jr., Mayor
Covington City Council

O-23-04

Member	Vote
Thomas H. Sibold, Jr., Mayor.....	<u>For</u>
David S. Crosier, Vice-Mayor.....	<u>For</u>
William E. Carson	<u>For</u>
Fred F. Forbes	<u>For</u>
Raymond C. Hunter.....	<u>For</u>



Kyla Crosier, Clerk to the Council

[SEAL]

Tab R:

Documentation of Operating Budget and Utility Allowances



viridiant

March 6, 2023

John Stiltner
Landmark Asset Services, Inc.
406 4th St E
Winston-Salem, NC 27101
john@landmarkdevco.com

RE: Preliminary Utility Allowance for Rivermont School Apartments

Dear Mr. Stiltner,

Please see the following Preliminary Utility Allowance (UA) for Rivermont School Apartments located in Covington, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	N/A
Water:	City of Covington	Trash:	N/A
Sewer:	City of Covington		

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

UTILITY ALLOWANCE			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	\$ 13.70	\$ 16.60	\$ 19.50	N/A
Air Conditioning	Electric	Tenant	N/A	\$ 6.39	\$ 7.75	\$ 9.10	N/A
Cooking	Electric	Tenant	N/A	\$ 5.48	\$ 6.64	\$ 7.80	N/A
Lighting	Electric	Tenant	N/A	\$ 21.93	\$ 26.56	\$ 31.19	N/A
Hot Water	Electric	Tenant	N/A	\$ 12.79	\$ 15.49	\$ 18.20	N/A
Water	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
Sewer	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
Trash	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
Total UA costs (Unrounded)			\$ -	\$ 60.30	\$ 73.03	\$ 85.78	\$ -

**Allowances only for Rivermont School Apartments as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets. Due to rounding, the amounts for the UA components may not add up to the Total*

Sincerely,

Katy Maher
Project Manager

Tab S:

Supportive Housing Certification

**This Section is not
Applicable**

Tab T:

Funding Documentation

Search Locality

Property Information - Tax Map# -6---2108--A- - Account# 103

Property Owner:
Industrial Development Authority Of Covington-alleghany
County

Legal Description:
Mca#8
Lots 1-10 & 12-20 Blk 108
Lots 8-13 Blk 111

[View Sketch](#)
(Building 1)

Owners Address:
9212 Winterberry Ave
Covington, Va 24426

Assessment Values:

Zoned:
R3

Building 1	402,500
Other Improvements:	2,500
Land Value:	110,000
Total Value:	<u>515,000</u>

Total Land Area:
.00Acres

Physical Location:
1011 Rockbridge Ave

All Values Rounded to nearest 100

Magisterial District:
City Of Covington

[-Property Information-](#) [-Sales Information-](#)



Roanoke Valley-Alleghany
REGIONAL
 commission

rvarc.org | 313 Luck Avenue, SW | Roanoke, Virginia 24016 | P: 540.343.4417 | F: 540.343.4416 | rvarc@rvarc.org

July 7, 2022

Bryan W. Hill, AICP, CZA, Regional Planner III
 Grant Administrator
 Roanoke Valley-Alleghany Regional Commission
 P.O. Box 2569
 Roanoke, VA 24010

Sam Sari, Vice-President
 Landmark Asset Services, Inc.
 401 E. 4th Street, Suite 203
 Winston-Salem, NC 27101

RE: Letter of Intent to Partner and Award Grant Funding to Landmark Asset Services, Inc.

Dear Sam,

I am pleased to inform you that Landmark Asset Services, Inc's application, for the Rivermont School Apartments, to the Roanoke Valley-Alleghany Regional Commission's Housing Development Program has been approved. This project was determined to be: aligned with the goals of the HDP; in the best interest of the RVARC; and of the best value to the RVARC.

Landmark Asset Services, Inc. will be awarded the full requested amount of \$400,000.00 in leverage funding for the subject property at 1011 North Rockbridge Avenue, Covington, VA 24426.

In your application, it is estimated that the project will be completed by September 30, 2024. Based on a previous conversation, after not receiving Virginia Housing Low Income Housing Tax Credits (LIHTC) for the project in 2022, Landmark intends to reapply next year. As such, this extends the completed construction date to the second quarter of 2025. Based upon a request from the RVARC, Virginia Housing has granted a one-year extension of our grant program to June 30, 2025.

Should Landmark Asset Services, Inc. not be awarded LIHTC funding in the 2023 round, Virginia Housing has recommended that any subsequent partnership agreement be dissolved, and the funds be reallocated by the RVARC.

As defined on page 11 of your application, the project is further described as (excerpted):

As proposed, Rivermont School Apartments is an adaptive reuse, affordable, and multifamily housing development consisting of forty-nine (49) - one, two, and three-bedroom rental apartments for individuals, families, and seniors. The proposed development is through the Low-Income Housing Tax Credit Program (LIHTC) and is designed only for low to moderate income residents, with rents and income limits set at 60% of the Area's Median Income (AMI) or below. More specifically, the proposed project's targeting is provided in the table below:

<i>Number of Units:</i>	<i>Area's Median Income (AMI):</i>	<i>Percentage of Total Units:</i>
5	30%	10.20%
20	50%	40.82%
24	60%	48.98%

Member Governments: Counties of Alleghany, Botetourt, Craig, Franklin and Roanoke, Cities of Covington, Roanoke and Salem, Towns of Clifton Forge, Rocky Mount and Vinton

This letter shall serve as a letter of intent to provide a written expression of mutual interest by and between the following parties:

ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION, with a primary address of the following:
P.O. Box 2569
Roanoke, VA 24010

and

LANDMARK ASSET SERVICES, INC., with a primary address of the following:
401 E. 4th Street, Suite 203
Winston-Salem, NC 27101

This letter shall also serve as an outline for some of the terms and conditions that will go into the agreement between the parties, which are as follows:

1. Agreement to uphold the principles of the program
2. Cost reimbursement on a quarterly basis: invoicing due dates and format to be provided
3. Reporting during the project development period to include periodic status updates on project activities and documentation of ongoing affordability
4. Adherence to Housing Quality Standards and expectations as articulated by HUD or Virginia Housing
5. An instrument under development now will be used to enforce the period of affordability and will be an addendum to the Agreement unless applicant provides documentation that another committed funding source has locked in a similar or longer period of affordability.
6. Equal housing opportunity/non-discrimination expectations
7. Expectation for prompt payment of the Applicants' subcontractors per Virginia law
8. Americans with Disability Act compliance
9. Compliance with relevant tax obligations
10. Provision of copies of annual audits
11. Evidence of current licensure among all applicable contractors, architects, engineers, or other professionally licensed individuals or firms.
12. Evidence of insurance coverage relevant to the housing development activity kept in force during the grant period
13. Access by RVARC and Virginia Housing (the funder) to project documents for monitoring purposes.
14. Requirements to reinvest program income into the project
15. And other relevant requirements from RVARC's prime agreement with Virginia Housing

The ultimate agreement will have terms that have been finalized between the parties as well as the execution of both parties.

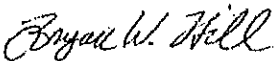
Please note, this letter of intent is not binding on either party and is not intended to be a final, executed contract agreement. Rather, this letter of intent shall be considered an initial point of written negotiation between the parties.

Confidentiality: The Regional Commission and Landmark Asset Services, Inc. agree to keep all aspects of the potential agreement in confidence.

Please sign below and return the letter electronically. Following that, we will forward the partnership agreement for your signature.

If you have any questions or concerns, please contact me at your earliest convenience.

Sincerely,



Bryan W. Hill, AICP, CZA, Regional Planner III
Grant Administrator

For: Landmark Asset Services, Inc.:



Sam Sari
Vice-President

Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing



Landmark Property Management Company

Renter Education availability provided by Virginia Housing Acknowledgement Form

I, _____ acknowledge
that I have been made aware of the availability of renter
education provided by Virginia Housing. The Virginia
Housing resources can be found at the following website.

www.virginiahousing.com/renters/education

Resident Signature

Date

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3275 (voice) or (202) 720-6382 (TDD)." USDA is an equal opportunity provider and employer."



Landmark Property Management Co. provides an Equal Housing Opportunity and is an
Equal Opportunity Employer.



Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

Prepared by and return to:

Michael W.S. Lockaby (VSB No. 74136)
Guynn, Waddell, Carroll & Lockaby, P.C.
415 South College Avenue
Salem, Virginia 24153

Tax Map Nos.: 6-2108-A, 7-2109-1, 7-2110-9, 7-2110-11

Consideration: \$10

RIGHT OF FIRST REFUSAL
AGREEMENT
(Rivermont School Apartments)

This instrument partially exempt from recordation tax and fees pursuant to Sections 58.1-811(A)(3) and (D) and 17.1-266 and 17.1-279(E) of the Code of Virginia, 1950, as amended.

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of March 8, 2023 by and among **RIVERMONT SCHOOL APARTMENTS, LLC**, a Virginia limited liability company (the "Owner" or the "Company"), the **COVINGTON REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth under the Housing Authorities Law of 1938 (the "Grantee"), and is consented to by **LANDMARK ASSET SERVICES, INC.**, a North Carolina Corporation (the "Managing Member"). 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 Operating Agreement dated as of March 1, 2021, (the "Operating Agreement"), is engaged in the ownership and operation of an 49-unit apartment project for families located in Covington, Virginia and commonly known as "Rivermont School Apartments" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is a a political subdivision of the Commonwealth of Virginia, created and activated under the Virginia Housing Authorities Law of 1938, and is a "government agency" for the purposes of Section 42(i)(7)(A) of the Internal Revenue Code of 1986, as amended (the "Code"); 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 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 (14th) 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 the Owner:

- (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 the City of Covington, 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 Exhibit B;
- (ii) If to the Managing Member, at its respective address set forth in Exhibit B;
- (iii) If to the Grantee, at its respective address set forth in Exhibit B;

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 nonprofit 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 the Managing Member 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.

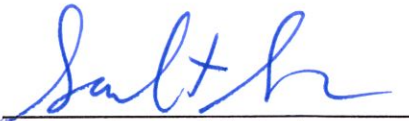
Appendices continued

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

OWNER:


RIVERMONT SCHOOL APARTMENTS, LLC, a North Carolina limited liability company

By: Landmark Asset Services, Inc., a North Carolina Corporation, its managing member

By: 
Name: Samuel J. Sari
Title: Vice President

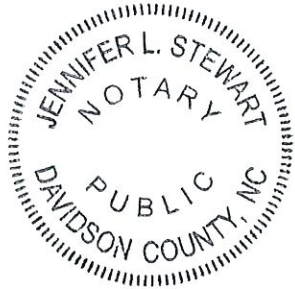
STATE OF NORTH CAROLINA)
)
CITY/COUNTY OF Forsyth)

On March 14, 2023, before me, the undersigned, a notary public in and for said state, personally appeared **Samuel J. Sari**, 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 Vice President of Landmark Asset Services, Inc., which is the Managing Member of Rivermont School Apartments, LLC 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: Sept. 11 2026

Registration No.: 201625600129




Appendices continued

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.


MANAGING MEMBER:

LANDMARK ASSET SERVICES, INC., , a North Carolina corporation

By: 
Name: Samuel J. Sari
Title: Vice President

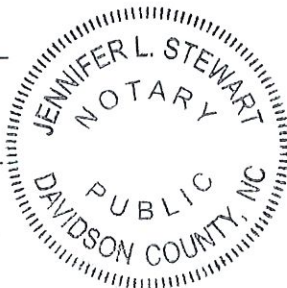
STATE OF NORTH CAROLINA)
)
CITY/COUNTY OF Forsyth)

On March 14, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Samuel J. Sari, 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 Vice President of Landmark Asset Services, Inc., the Managing Member of Rivermont School Apartments, LLC, 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: Sept. 11 2026

Registration No.: 201625600129



Appendices continued

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A: All that real estate conveyed unto the School Board of the City of Covington, Virginia, described as "PARCEL E – RIVERMONT SCHOOL" by that certain deed dated Mary 25, 1959, from the County School Board of Alleghany County, of record in the Clerk's Office of the Circuit Court of the City of Covington and Alleghany County in Deed Book 152, page 125, and consisting of Lots 1 through 10 and 12 through 20 in Block 108, McAllister Addition No. 8, and including the entire alley lying within said Block 8; and Lots 8 through 13 in Block 111, McAllister Addition No. 8, and including the alley lying between Lots 9 and 12 and Lots 10 and 11 of Block No. 111.

PARCEL B: All the real estate conveyed unto the School Board of the City of Covington, Virginia, described as "SECOND" BY THAT CERTAIN DEED DATED August 16, 1968, from the City of Covington, Virginia, of record in the aforesaid Clerk's Office in Deed Book 187, page 198, consisting of Lots 1 through 8 in Block 109, McAllister Addition No. 8, Lots 9, 10, 11, 12 in Block 110 McAllister Addition No. 8.

REFERENCE is hereby made to the plat of McAllister Addition No. 8, of record in the aforesaid Clerk's Office in Deed Book 73, page 125, and in Plat Book 5, page 50, for a more particular description and further derivation of title.

AND BEING that same real estate conveyed by the City of Covington, Virginia, unto the Industrial Development Authority of Covington-Alleghany County, Virginia, by deed dated March 5, 2021, and recorded in the Clerk's Office aforesaid as Instrument No. 202100498, as modified by that certain deed of correction dated October 20, 2021, and recorded in the Clerk's Office aforesaid as Instrument No. 202102440.

Appendices continued

EXHIBIT B

Notice

- (i) If to the Owner, to:

Rivermont School Apartments, LLC
406 E 4th. Street,
Winston Salem, North Carolina, 27101

 - (ii) If to the Managing Member, to:

Landmark Asset Services, Inc.,
406 E 4th. Street,
Winston Salem, North Carolina, 27101

 - (iii) If to the Grantee, to:

Covington Redevelopment & Housing Authority
1700 New Hope Road
Waynesboro, Virginia 22980
- With a copy to:
- Covington City Attorney
Guynn, Waddell, Carroll & Lockaby, P.C.
415 South College Avenue
Salem, Virginia 24153

Tab W:

Internet Safety Plan and Resident Information Form (if
internet amenities selected)



Landmark Property Management Company

Wireless Policy

Use of wireless devices and internet access are increasing as it provides a convenient mechanism for accessing resources. Along with this convenience is a need for management access, as the devices are natively less secure than a hardwired device. The following policy is being implemented to reduce risk related to wireless networks:

- Wireless networks shall be segmented between personnel, residents and guests.
- Wireless access points or routing devices are to be secured with lock access only accessible by the management agent.
- Logical and physical user access to wireless network devices shall be restricted to authorized personnel and residents only.
- The guest access point is to be used by all guests.
- All vendor default settings for wireless devices (e.g. passwords, wireless encryption keys) shall be changed prior to installing wireless equipment.
- Wireless security protocols shall be used that are of the highest encryption possible.
- Strong passwords shall be employed for all wireless SSID and changed on a periodic basis either through the protocol or across the enterprise.
- User ID will be issued to all users at the time of move in and or hire date
- Passwords will expire every 90 days
- Passwords will need to include at least 1 uppercase letter, 1 lower case letter, a number and special character.
- Passwords are not to be shared with guests, other residents or personnel.

The users of wireless access are responsible for protecting the information and/or devices:

- Devices should be equipped with firewalls and/or virus protection
- Wireless networks transmitting sensitive information or connected to sensitive information environments recommend use of strong encryption for authentication and transmission.
- Inspections will be conducted semi-annually to assure wireless access points or routing devices are secure.

Residents, personnel or guests found in violation of policy may be subject to lease or employment termination.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3275 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer."



Landmark Property Management Co. provides an Equal Housing Opportunity and is an Equal Opportunity Employer.



Revised 02/2020



Landmark Property Management Company

Resident Internet Policy Acknowledgement Form

I, _____ acknowledge that I have received the Landmark Property Management Wireless Access Policy (“Policy”) and the Office of the Attorney General Internet Safety Information Package. I agree to abide by the rules and procedures outlined in the policy and in my lease agreement.

Resident Signature

Date

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3275 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer”



Landmark Property Management Co. provides an Equal Housing Opportunity and is an Equal Opportunity Employer.





Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect

yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others.

Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

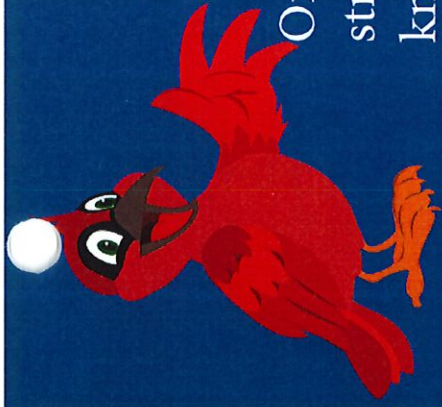
These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong password. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your password written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.kidspass.com

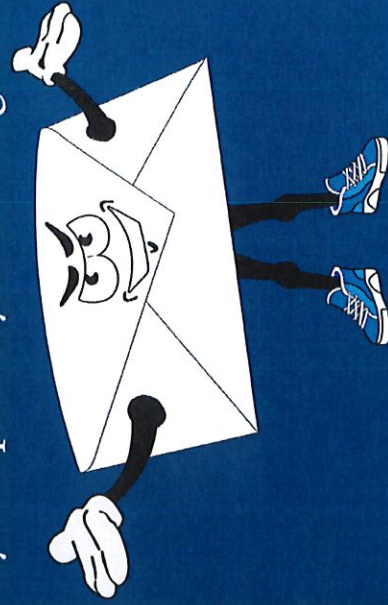


Spam

Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



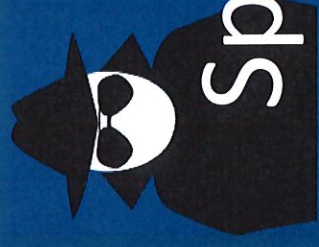
Malware

Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware

Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

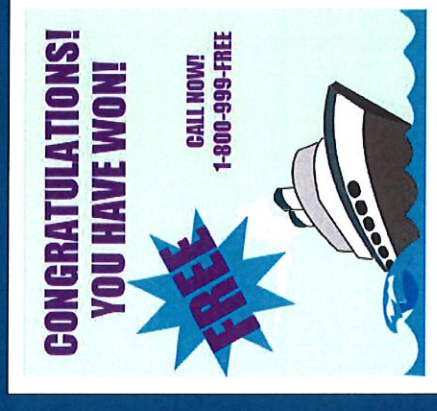
Some spyware out there records how you use your computer and what you search for online.

Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

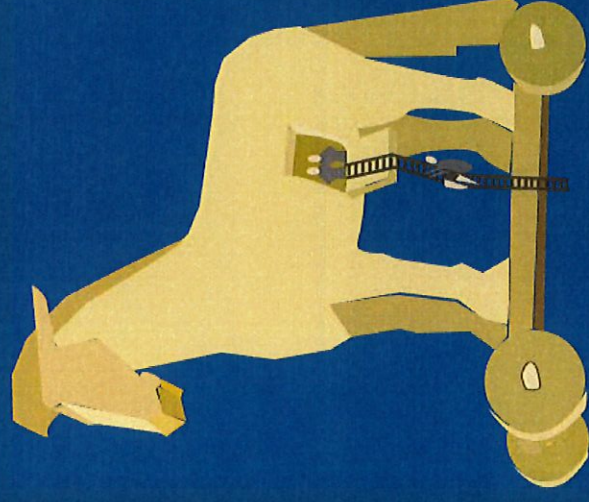


Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside.

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

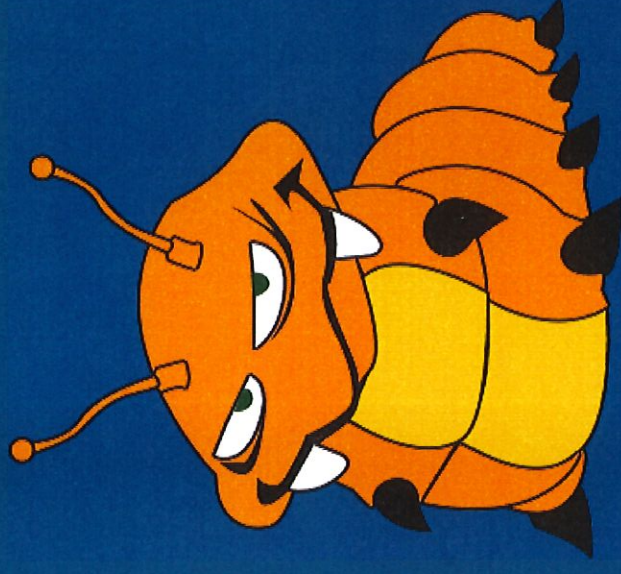
Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

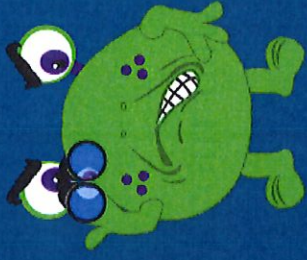


Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

Social Media

Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.



Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. <http://www.legalzoom.com/defamation.html>

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. <http://www.legalzoom.com/libel.html>



Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

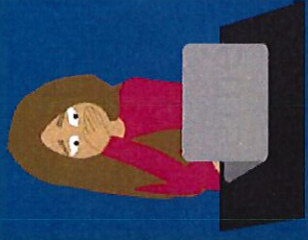
Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom” .

What is grooming you say? Well, grooming is when a stranger(can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as www.kidsworld.com. Kidsworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:
Office of the Attorney
General

202 North Ninth Street
Richmond, Virginia 23219

(804) 786-2071

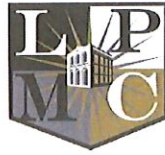
www.ag.virginia.gov

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Rivermont School Apartments LLC
Covington, VA

Presented By:



Landmark Property Management Company

For The Purposes Of:

Low-Income Housing Tax Credit Application for Reservation

And

Meeting the VHDA Accessibility Requirements for Section 504 of the Rehabilitation Act

MARKETING PLAN FOR ACCESSIBLE UNITS

OVERVIEW:

We propose the adaptive reuse of Rivermont School in Covington, Virginia, comprising 49 Multifamily and disabled units of which five (10%) of the units will meet the following:

SELECTED MANAGEMENT AGENT:

Landmark Property Management Company, referred to herein as LPMC, has been contracted to serve as the management agent for this development.

OWNER'S INTENT (to be performed by Management Agent):

Rivermont School Apartments intends to include five (5) accessible units for prospects in need of rental housing with accessibility. First preference will be given to person(s) with a developmental disability. LPMC will commit to no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by residents receiving rental assistance. Any unit which is designated as a unit for people with disabilities that conforms to Section 504 of the Rehabilitation Act will be held vacant for sixty days (60). LPMC will document its marketing efforts to find households with qualified disabilities during this time period. If no qualified tenant is found, the marketing evidence will be submitted to VHDA's Program Compliance Officer along with a request to rent the unit to any income-qualified household. If the request is approved, the lease contains a provision stating that the household must agree to move to another vacant unit if a household including a person with a disability applies for the unit. The move will be paid for by the owner.

Unless prohibited by an applicable federal subsidy program, Rivermont School Apartments also intends 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.

IMPLEMENTATION OF OWNER'S INTENT:

LPMC will rent accessible units only to those qualified households. If a qualified tenant cannot be found during the sixty (60) day marketing effort, concentrated marketing efforts will occur in addition to standard marketing strategies, to insure qualified individuals are aware of the availability of accessible units.

CONCENTRATED MARKETING EFFORTS:

Virginia HousingSearch.com – LPMC does post Rivermont School Apartments on the VirginiaHousingSearch.com website. We will communicate the fact that the development has accessible units.

Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Development Services (DBHDS) – LPMC will obtain referrals from Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) during the initial lease-up process. LPMC will notify DMAS 120 days ahead of anticipated receipt of certificates of occupancy to allow DMAS referral prospects ample time to tour and apply to live at the community.

Local physical therapy offices – LPMC will contact local physical therapy offices throughout the region to communicate the availability of accessible units at Rivermont School Apartments.

Local hospitals – LPMC will partner with discharge departments at local hospitals to communicate the availability of accessible units at Rivermont School Apartments.

Endeppence Center Inc. – LPMC is committed to establishing a relationship with this entity to insure the common area of the community is in compliance with ADA laws. We plan to have discussions with their housing specialists to assist them in identifying prospective tenants who may have a desire to live at Rivermont School Apartments and need ADA compliant living.

The Community Services Board – LPMC, throughout its' history has communicated with The Community Services Board of several cities to identify housing needs and inform them of availability of accessible units. We will continue to communicate with them to identify units available at Rivermont School Apartments.

Local Social Services Departments – LPMC will communicate with the local municipalities' social services departments to inform them of the availability of accessible units at Rivermont School Apartments.

Neighboring Housing Authorities' Housing Choice Voucher Departments – LPMC will communicate with the Neighboring Housing Authorities that Rivermont School Apartments accepts Housing Choice Vouchers for their accessible units. The property may also be available for qualified households on the Housing Choice Voucher waiting lists.

Orthopedic and Prosthetic Offices – LPMC will market to orthopedic and prosthetic offices to communicate the availability of accessible units at Rivermont School Apartments.

AccessVA.org. and other supportive non-profit organizations – LPMC will communicate with accessibility-minded organizations to inform them of the availability of accessible units at Rivermont School Apartments.

VHDA – Insure VHDA representatives charged with accessible unit outreach are aware of the availability of these units at our property.

Inter-Portfolio Advertising – LPMC welcomes applicants which were referred to our communities via word of mouth of those residents living successfully at other LPMC communities throughout our portfolio. With 10 communities across the State of Virginia and over 3500 total units encompassing 8 states, LPMC will be able to effectively notify the management within our portfolio of the availability of accessible units at the Rivermont Apartments as the need may arise.

SPECIFIC MARKETING DEVICES:

Industry Specialized Advertising – LPMC routinely markets properties in the Apartment Guide. Additionally, listings on Apartments.Com and For Rent in the Covington region when marketing conditions necessitate the expenditure have been enacted. These ILS agents reach a vast number of individuals interested in apartment living. We will identify the fact that Rivermont School Apartments has accessible units available at the community.

Residents Newsletters – Rivermont School Apartments will continue to send out periodic newsletters via LPMC's 3rd party newsletter production partner to the residents of the community. In future publications LPMC will communicate the presence of accessible units at the community.

SPECIFIC LOCALE REFERENCES FOR MARKETING PURPOSES:

Alleghany-Covington Department of Social Services
110 Rosedale Avenue
Covington, VA 24426

Department of Social Services
210 First Street, SW
Roanoke, VA 24011

Coaling Springs Senior Center
114 Hickory Hill
Covington, VA 24426

Covington Redevelopment and Housing Authority
1700 New Hope Road
Waynesboro, Virginia 22980

PLAN SYNOPSIS:

LPMC will not be restricted solely to the marketing means identified above, but will continue to explore other marketing means ensuring that there is a significant imprint exhibited by Rivermont School Apartments and the fact that the community does possess units with ample, ADA compliant accessibility.

LPMC will run newspaper ads and internet advertisements at least annually or as needed to assure the property identifies the availability of the accessible units.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

**This Section is not
Applicable**

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

**This Section is not
Applicable**

Tab AA:

Priority Letter from Rural Development

**This Section is not
Applicable**

TAB AB:

Social Disadvantage Certification

**This Section is not
Applicable**