
2024 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At Virginia Housing No Later Than
12:00 PM Richmond, VA Time On **March 14, 2024**

Tax Exempt Bonds

Applications must be received at Virginia Housing
No Later Than 12:00 PM Richmond, VA Time for one of the two
available 4% credit rounds- January 25, 2024 or July 18, 2024.



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

INSTRUCTIONS FOR THE VIRGINIA 2024 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 14, 2024**. 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 via your specific Procorem workcenter.

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**
- 7. Developer Experience Documentation (PDF)**

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. You may also use the drag function.**
- ▶ 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
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
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Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

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2024 Low-Income Housing Tax Credit Application For Reservation

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

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee (MANDATORY) - Invoice information will be provided in your Procorem Workcenter |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input checked="" type="checkbox"/> | Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans (MANDATORY) |
| <input type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of Unit by Unit Matrix and Scope of Work narrative (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input type="checkbox"/> | Electronic Copy of Appraisal (MANDATORY if acquisition credits requested) |
| <input type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested) |
| <input type="checkbox"/> | Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage |
| <input checked="" type="checkbox"/> | of interests (see manual for details) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab F: Third Party RESNET Rater Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion using Virginia Housing template (MANDATORY) |
| <input type="checkbox"/> | 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) |
| <input type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY if Rehab) |
| <input type="checkbox"/> | Tab K: Documentation of Development Location: |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification |
| <input checked="" type="checkbox"/> | K.2 Surveyor's Certification of Proximity To Public Transportation using Virginia Housing template |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter |
| <input type="checkbox"/> | Tab M: <i>(left intentionally blank)</i> |
| <input type="checkbox"/> | Tab N: Homeownership Plan |
| <input checked="" type="checkbox"/> | Tab O: Plan of Development Certification Letter |
| <input type="checkbox"/> | Tab P: Zero Energy or Passive House documentation for prior allocation by this developer |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Utility Allowance Calculation |
| <input type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being MOU |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |
| <input type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds |
| <input type="checkbox"/> | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation |
| <input type="checkbox"/> | Tab AA: Priority Letter from Rural Development |
| <input type="checkbox"/> | Tab AB: Social Disadvantage Certification |

VHDA TRACKING NUMBER **2024-C-55**

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: **3/14/24**

1. Development Name: **Main Street Villas**

2. Address (line 1): **1312 Main Street**
 Address (line 2):
 City: **Lebanon** State: **VA** Zip: **24266**

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 **Russell County**

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

6. Development is located in the census tract of: **304.03**

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 household poverty rate

3%	10%	12%
FALSE	TRUE	FALSE

Enter only Numeric Values below:

13. Congressional District: **9**
- Planning District: **2**
- State Senate District: **38**
- State House District: **4**

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

Main Street Villas is the new construction of 21 senior apartments on Main Street (Route 19), on a site formerly occupied by the Carriage House Motel in downtown Lebanon, Virginia. The Motel has since been demolished, and the site cleared, in anticipation of the new construction of nine duplex structures and a tenth structure housing both apartments and community space.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/14/24

15. 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: Andrew Shortt
Chief Executive Officer's Title: Town Manager Phone: (276) 889-7200
Street Address: PO Drawer 309
City: Lebanon State: VA Zip: 24266

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

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

Chief Executive Officer's Name: Lonzo Lester
Chief Executive Officer's Title: County Administrator Phone:
Street Address: 137 Highland Drive
City: Lebanon State: VA Zip: 24266

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

B. RESERVATION REQUEST INFORMATION

1. **Requesting Credits From:**

a. If requesting 9% Credits, select credit pool: Local Housing Authority Pool

or

b. If requesting Tax Exempt Bond credits, 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, 2024.

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, 2024, 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 2024 credits pursuant to Section 42(h)(1)(E).

3. **Select Building Allocation type:**

New 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? ... TRUE

If True, additional Credit Request cannot exceed 10% of the prior credit award.

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 to this 9% allocation request and the remaining development will be a 4% tax exempt bond ap FALSE

If true, provide name of companion development

a. Has the developer met with Virginia Housing regarding the 4% tax exempt bond 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**

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 p due the Authority, including reservation fees and monitoring fees, by electronic payment. TRUE

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

C. OWNERSHIP INFORMATION

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

1. Owner Information:

Must be an individual or legally formed entity.

a. Owner Name: Main Street Villas, LLC

Developer Name: Southwest Regional Housing Development Corporation

Contact: M/M ▶ Mr. First: Keith MI: Last: Viers

Address: 35 Fox Meadow Lane

City: Lebanon St. ▶ VA Zip: 24266

Phone: (276) 889-4910 Ext. Fax:

Email address: kviers@bvu.net

Federal I.D. No. 884052457 (If not available, obtain prior to Carryover Allocation.)

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

Additional Contact: Please Provide Name, Email and Phone number.
Jeffrey Michael Meyer, jmeyer@vacdc.org, 8045432208

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

b. FALSE Indicate if at least one principal listed within Org Chart with an ownership interest of at least 25 the controlling general partner or managing member is a socially disadvantaged individual as defi in the manual.

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

2. Developer Experience:

May select one or more of the following choices:

FALSE 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.

FALSE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)
Action: Provide one 8609 from each qualifying development.

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.

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract

Expiration Date: 12/31/24

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..... 12/31/24 .

c. FALSE There is more than one site for development and more than one expected date of acquisition by Owner

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

D. SITE CONTROL

3. Seller Information:

Name: Southwest Regional Housing Development Corporation

Address: 35 Fox Meadow Lane

City: Lebanon St.: VA Zip: 24266

Contact Person: Keith Viers Phone: (276) 889-4910

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

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

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Southwest Regional Housing Dev	#####	Fee Simple	100.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Alana Paris	This is a Related Entity.	FALSE
Firm Name:	Applegate & Thorne-Thomsen	DEI Designation?	FALSE
Address:	425 S Financial Place, Suite 1900, Chicago, IL 60605		
Email:	aparis@att-law.com	Phone:	(312) 491-4424
2. Tax Accountant:	Mike Vicars	This is a Related Entity.	FALSE
Firm Name:	Dooley and Vicars PC	DEI Designation?	FALSE
Address:	1100 Bouders Parkway, Suite 600, No. Chesterfield VA 23225		
Email:	mike@dvcpas.com	Phone:	(804) 355-2808
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Keith Viers	This is a Related Entity.	TRUE
Firm Name:	Cumberland Plateau Regional Housing	DEI Designation?	FALSE
Address:	PO Box 1328 Lebanon VA 24266		
Email:	keith@bvu.net	Phone:	(276) 889-4910
5. Contractor:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
6. Architect:	Doug Williamson	This is a Related Entity.	FALSE
Firm Name:	The Lane Group	DEI Designation?	FALSE
Address:	310 W Valley Street, Abingdon VA 24210		
Email:	dwilliams@thelanegroupinc.com	Phone:	(276) 236-4588
7. Real Estate Attorney	Eric Reecher	This is a Related Entity.	FALSE
Firm Name:	Elliott Lawson and Minor, PC	DEI Designation?	FALSE
Address:	230 Piedmont Avenue, Suite 300, Bristol VA 24201		
Email:	ereecher@elliottlawson.com	Phone:	(276) 466-8400
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development. FALSE
Action: If true, provide an electronic copy of the Existing Condition Questionnaire, Unit by Unit Matrix 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 c 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..... FALSE
- ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline..... FALSE

2. Ten-Year Rule For Acquisition Credits

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

G. NONPROFIT INVOLVEMENT

Applications for 9% Credits - Section 1 must be completed in order to compete in the Non Profit tax credit pool.

All Applicants - Section 2 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 compliance period...
FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the 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.

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

A. Nonprofit Involvement (All Applicants)

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

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

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: [Redacted]

Name: [Redacted]

Contact Person: [Redacted]

Street Address: [Redacted]

City: [Redacted] State: [Redacted] Zip: [Redacted]

Phone: [Redacted] Contact Email: [Redacted]

G. NONPROFIT INVOLVEMENT

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

Specify the nonprofit entity's percentage ownership of the general partnership 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 using Virginia Housing's template. (TAB V)
Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit: [Redacted]

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

Name of Local Housing Authority Cumberland Plateau Regional 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) and contact Virginia Housing for a Pre-App

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

H. STRUCTURE AND UNITS INFORMATION

General Information

a. Total number of all units in development	21	bedrooms	21
Total number of rental units in development	21	bedrooms	21
Number of low-income rental units	21	bedrooms	21
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	21	bedrooms	21
Number of adaptive reuse units:	0	bedrooms	0
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.....	17,218.05 (Sq. ft.)		
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....	0.00 (Sq. ft.)		
f. Nonresidential Commercial Floor Area (Not eligible for funding).....	0.00		
g. Total Usable Residential Heated Area.....	17,218.05 (Sq. ft.)		
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space ..	100.00%		
i. Exact area of site in acres	2.956		
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.....	FALSE		

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

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	819.90	SF	21	21
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
			21	21

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

Structures

- a. Number of Buildings (containing rental units)..... 10
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 1
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: community space for residents only
- 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 TRUE v. Detached Single-family FALSE
 - ii. Garden Apartments TRUE vi. Detached Two-family FALSE
 - iii. Slab on Grade TRUE vii. Basement FALSE
 - iv. Crawl space FALSE
- h. Development contains an elevator(s). FALSE
 - If true, # of Elevators. 0
 - Elevator Type (if known) _____

H. STRUCTURE AND UNITS INFORMATION

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

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>FALSE</u>
c. Exercise Room.....	<u>FALSE</u>	h. Pool.....	<u>FALSE</u>
d. Gated access to Site.....	<u>FALSE</u>	i. Rental Office.....	<u>FALSE</u>
e. Laundry facilities.....	<u>FALSE</u>	j. Sports Activity Ct.	<u>FALSE</u>
		k. Other:	<u></u>

l. Describe Community Facilities: property management and community room on site, gazebo and k

m. Number of Proposed Parking Spaces 53
 Parking is shared with another entity FALSE

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 s TRUE
 If **True**, Provide required documentation (**TAB K2**).

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% Application:
 - 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.

J. ENHANCEMENTS

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

- a. **New Construction:** must obtain 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. The HERS report should be completed for the whole development and not an individual unit.

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

ACTION: Provide RESNET rater certification of Development Plans (**TAB F**)

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

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

- TRUE** a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
- 25.00%** b1. Percentage of brick covering the exterior walls.
- 75.00%** 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** c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE** d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- FALSE** e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- f. *Not applicable for 2024 Cycles*
- FALSE** g. Each unit is provided free individual broadband/high speed internet access.
or
(both access point categories have a minimum upload/download speed per manual.)
- FALSE** h. Each unit is provided free individual WiFi access.
- TRUE** i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
or
- FALSE** j. Full bath fans are equipped with a humidistat.
- FALSE** k. Cooking surfaces are equipped with fire prevention features as defined in the manual
or
- TRUE** l. Cooking surfaces are equipped with fire suppression features as defined in the manual
- FALSE** m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
or
- TRUE** n. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE** o. All interior doors within units are solid core.
- TRUE** p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- TRUE** q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- 0%** r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants) - Provide documentation at **Tab F**.
- TRUE** s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear

J. ENHANCEMENTS

from face of building and a minimum size of 30 square feet.

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

- TRUE a. All cooking ranges have front controls.
- TRUE b. Bathrooms have an independent or supplemental heat source.
- TRUE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- FALSE d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

2. Green Certification

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

The applicant will also obtain one of the following:

- | | | | |
|--|---|--------------------------------|--|
| <input checked="" type="checkbox"/> TRUE | Earthcraft Gold or higher certification | <input type="checkbox"/> FALSE | National Green Building Standard (NGBS) certification of Silver or higher. |
| <input type="checkbox"/> FALSE | LEED Certification | <input type="checkbox"/> FALSE | Enterprise Green Communities (EGC) Certification |

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

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

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

- | | | | |
|--|---|--------------------------------|-------------------------|
| <input checked="" type="checkbox"/> TRUE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
| <input type="checkbox"/> FALSE | Applicant wishes to claim points from a prior allocation that has received certification for Zero Energy Ready or Passive House Standards. Provide certification at Tab P. See Manual for details and requirements. | | |


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

- FALSE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

0% of Total Rental Units

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

If not, please explain:



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

I. UTILITIES

1. Utilities Types:

- a. Heating Type 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>FALSE</u> | Heat? | <u>FALSE</u> |
| Hot Water? | <u>FALSE</u> | AC? | <u>FALSE</u> |
| Lighting/ Electric? | <u>FALSE</u> | Sewer? | <u>FALSE</u> |
| Cooking? | <u>FALSE</u> | Trash Removal? | <u>FALSE</u> |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	109	0	0	0
Air Conditioning	0	0	0	0	0
Cooking	0	0	0	0	0
Lighting	0	0	0	0	0
Hot Water	0	0	0	0	0
Water	0	16	0	0	0
Sewer	0	16	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$141	\$0	\$0	\$0

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

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

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

K. SPECIAL HOUSING NEEDS

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

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 total 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 total 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.

Special Housing Needs/Leasing Preference:

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

TRUE

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

####

Persons with Disabilities (must meet the requirements of the Federal

Americans with Disabilities Act) - Accessible Supportive Housing Pool only

####

Supportive Housing (as described in the Tax Credit Manual)

If Supportive Housing is True: Will the supportive housing consist of units

####

designated for tenants that are homeless or at risk of homelessness?

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, Budget and Unit Delivery Schedule **(Mandatory if tenants are displ**

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: Cumberland Plateau Regional Housing Authority

Contact person: Keith Viers

Title: Executive Director

Phone Number: (276) 889-4910

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

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

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

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

[Download Current CMA List from VirginiaHousing.com](#)

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

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 total 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

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

First Name: Keith

Last Name: Viers

Phone Number: (276) 889-4910 Email: keith@bvu.net

K. SPECIAL HOUSING NEEDS

Resident Well-Being (as defined in the manual)

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 service provider for the provision of resident services.
- FALSE b. Development will provide licensed childcare on-site with a preference and discount to resider 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 via a licensed provider.

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

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

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

TRUE

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

d. Number of units receiving assistance: 21
 How many years in rental assistance contract 20.00
 Expiration date of contract: 12/31/45
 There is an Option to Renew..... TRUE

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

Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units? FALSE
 If so, how many existing Public Housing units? 0

L. UNIT DETAILS

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

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
0	0.00%	40% Area Median
0	0.00%	50% Area Median
21	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
21	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
5	23.81%	40% Area Median
6	28.57%	50% Area Median
10	47.62%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
21	100.00%	Total


b. Indicate that you are electing to receive points for the following deeper targets shown in the chart above and those targets will be reflected in the set-aside requirements within the Extended Use Agreement.

20-30% Levels FALSE 40% Levels TRUE 50% levels TRUE

c. The development plans to utilize average income test FALSE

2. Unit Mix Grid 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	3		853.35	\$283.00	\$849
Mix 2	1 BR - 1 Bath	40% AMI	2	2	658.12	\$283.00	\$566
Mix 3	1 BR - 1 Bath	50% AMI	6	3	658.12	\$525.00	\$3,150
Mix 4	1 BR - 1 Bath	60% AMI	10		658.12	\$625.00	\$6,250
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$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			21	5					\$10,815

Total Units	21	Net Rentable SF:	TC Units	14,406.21
			MKT Units	0.00
			Total NR SF:	14,406.21

Floor Space Fraction (to 7 decimals)	100.00000%
---	-------------------

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing		\$500
2. Office Salaries		\$1,000
3. Office Supplies		\$1,000
4. Office/Model Apartment	(type _____)	\$0
5. Management Fee		\$8,500
<u>7.04%</u> of EGI	<u>\$404.76</u> Per Unit	
6. Manager Salaries		\$10,000
7. Staff Unit (s)	(type _____)	\$0
8. Legal		\$250
9. Auditing		\$4,000
## Bookkeeping/Accounting Fees		\$3,000
## Telephone & Answering Service		\$1,000
## Tax Credit Monitoring Fee		\$945
## Miscellaneous Administrative		\$500
Total Administrative		\$30,695

Utilities

## Fuel Oil		\$0
## Electricity		\$1,500
## Water		\$500
## Gas		\$0
## Sewer		\$500
Total Utility		\$2,500

Operating:

## Janitor/Cleaning Payroll		\$0
## Janitor/Cleaning Supplies		\$0
## Janitor/Cleaning Contract		\$0
## Exterminating		\$1,000
## Trash Removal		\$4,000
## Security Payroll/Contract		\$0
## Grounds Payroll		\$0
## Grounds Supplies		\$500
## Grounds Contract		\$0
## Maintenance/Repairs Payroll		\$10,000
## Repairs/Material		\$5,000
## Repairs Contract		\$0
## Elevator Maintenance/Contract		\$0
## Heating/Cooling Repairs & Maintenance		\$5,000
## Pool Maintenance/Contract/Staff		\$0
## Snow Removal		\$1,500
## Decorating/Payroll/Contract		\$2,500
## Decorating Supplies		\$0
## Miscellaneous		\$2,500
Totals Operating & Maintenance		\$32,000

M. OPERATING EXPENSES

Taxes & Insurance

## Real Estate Taxes		\$12,000
## Payroll Taxes		\$0
## Miscellaneous Taxes/Licenses/Permits		\$0
## Property & Liability Insurance	\$714 per unit	\$15,000
## Fidelity Bond		\$0
## Workman's Compensation		\$0
## Health Insurance & Employee Benefits		\$2,500
## Other Insurance		\$0
Total Taxes & Insurance		\$29,500

Total Operating Expense	\$94,695
--------------------------------	-----------------

Total Operating Expenses Per Unit	\$4,509	C. Total Operating Expenses as % of	78.46%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Min	\$5,250
--	----------------

Total Expenses	\$99,945
-----------------------	-----------------

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	Complete	Keith Viers
b. Site Acquisition	12/31/24	Keith Viers
c. Zoning Approval	Complete	Keith Viers
d. Site Plan Approval	Complete	Keith Viers
2. Financing		
a. Construction Loan		
i. Loan Application	8/1/24	Keith Viers
ii. Conditional Commitment		
iii. Firm Commitment	12/1/24	Keith Viers
b. Permanent Loan - First Lien		
i. Loan Application	8/1/24	Keith Viers
ii. Conditional Commitment		
iii. Firm Commitment	12/1/24	Keith Viers
c. Permanent Loan-Second Lien		
i. Loan Application	4/1/24	Keith Viers
ii. Conditional Commitment		
iii. Firm Commitment	12/1/24	Keith Viers
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	Complete	Keith Viers
3. IRS Approval of Nonprofit Status	Complete	Keith Viers
4. Closing and Transfer of Property to Owner	7/1/24	Keith Viers
5. Plans and Specifications, Working Drawings	8/31/24	Keith Viers
6. Building Permit Issued by Local Government	9/15/24	Keith Viers
7. Start Construction	10/1/24	Keith Viers
8. Begin Lease-up	10/1/25	Keith Viers
9. Complete Construction	12/31/25	Keith Viers
10. Complete Lease-Up	3/15/26	Keith Viers
11. Credit Placed in Service Date	3/15/26	Keith Viers

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

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

Complete cost column and basis column(s) as appropriate

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

<u>Must Use Whole Numbers Only!</u>		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
Item	(A) Cost	"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	3,198,559	0	0	3,198,559
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	3,198,559	0	0	3,198,559
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	500,000	0	0	500,000
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
Total Land Improvements	500,000	0	0	500,000
Total Structure and Land	3,698,559	0	0	3,698,559
r. General Requirements	184,000	0	0	184,000
s. Builder's Overhead (4.7% Contract)	175,000	0	0	175,000
t. Builder's Profit (4.1% Contract)	150,000	0	0	150,000
u. Bonds	50,293	0	0	50,293
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	\$4,257,852	\$0	\$0	\$4,257,852
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Construction cost per unit: \$202,754.86

MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$517,798

ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$509,000

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) "70 % Present Value Credit"	
			(B) Acquisition	(C) Rehab/ New Construction	
2. Owner Costs					
a.	Building Permit	21,000	0	0	21,000
b.	Architecture/Engineering Design Fee ##### /Unit)	550,000	0	0	550,000
c.	Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d.	Tap Fees	49,000	0	0	49,000
e.	Environmental	5,000	0	0	5,000
f.	Soil Borings	0	0	0	0
g.	Green Building (Earthcraft, LEED, etc.)	24,000	0	0	24,000
h.	Appraisal	8,000	0	0	8,000
i.	Market Study	3,750	0	0	3,750
j.	Site Engineering / Survey	0	0	0	0
k.	Construction/Development Mgt	0	0	0	0
l.	Structural/Mechanical Study	0	0	0	0
m.	Construction Loan Origination Fee	10,000	0	0	10,000
n.	Construction Interest (7.0% fo 15 months)	135,000	0	0	135,000
o.	Taxes During Construction	2,000	0	0	2,000
p.	Insurance During Construction	35,000	0	0	35,000
q.	Permanent Loan Fee (0.0%)	10,000			
r.	Other Permanent Loan Fees	0			
s.	Letter of Credit	0	0	0	0
t.	Cost Certification Fee	15,000	0	0	
u.	Accounting	0	0	0	0
v.	Title and Recording	30,000	0	0	30,000
w.	Legal Fees for Closing	20,000	0	0	20,000
x.	Mortgage Banker	0	0	0	0
y.	Tax Credit Fee	28,643			
z.	Tenant Relocation	0			
aa.	Fixtures, Furnitures and Equipment	0	0	0	0
ab.	Organization Costs	0			
ac.	Operating Reserve	60,000			
ad.	Contingency	0			
ae.	Security	0	0	0	0
af.	Utilities	0	0	0	0
ag.	Supportive Service Reserves	0			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify Lease up	10,000	0	0	0
(2) Other* specify post construction interest	20,000	0	0	0
(3) Other* specify Construction Contingend	300,000	0	0	300,000
(4) Other* specify	0	0	0	0
(5) Other* specify	0	0	0	0
(6) Other* specify	0	0	0	0
(7) Other* specify	0	0	0	0
(8) Other* specify	0	0	0	0
(9) Other* specify	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$1,336,393	\$0	\$0	\$1,192,750
Subtotal 1 + 2 (Owner + Contractor Costs)	\$5,594,245	\$0	\$0	\$5,450,602
3. Developer's Fees	750,000	0	0	750,000
4. Owner's Acquisition Costs				
Land	1,148,200			
Existing Improvements	0	0		
Subtotal 4:	\$1,148,200	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$7,492,445	\$0	\$0	\$6,200,602

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: \$839,093

Proposed Development's Cost per Sq Foot	\$368	Proposed Cost by Sq Ft exceeds limit
Applicable Cost Limit by Square Foot:	\$250	

Proposed Development's Cost per Unit	\$302,107	Meets Limits
Applicable Cost Limit per Unit:	\$302,887	

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	7,492,445	0	0	6,200,602

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	0

3. Total Eligible Basis (1 - 2 above)

0	0	6,200,602
---	---	-----------

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	1,860,181
c. For Green Certification (Eligible Basis x 10%)		0

Total Adjusted Eligible basis

0	8,060,783
---	-----------

5. Applicable Fraction

100.00000%	100.00000%	100.00000%
------------	------------	------------

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

0	0	8,060,783
---	---	-----------

7. Applicable Percentage

4.00%	4.00%	9.00%
-------	-------	-------

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

\$0	\$0	\$725,470
-----	-----	-----------

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

\$725,470 Combined 30% & 70% P. V. Credit
--

Q. SOURCES OF FUNDS

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

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	First Bank and Trust			\$2,000,000	
2.					
3.					
Total Construction Funding:				\$2,000,000	

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)
				<i>(Whole Numbers only)</i>				
1.								
2.	DHCD VHTF			\$700,000	\$2,250	0.50%		30
3.	DHCD NHTF			\$700,000	\$2,250	0.50%		30
4.	DHCD HOME			\$700,000	\$2,250	0.50%		30
5.	DHCD HIEE			\$666,383	\$0	0.00%		30
6.	Sponsor Loan (VH Grants)			\$780,000	\$0	0.00%		30
7.	Sponsor Loan (PDC Grants)			\$127,467	\$0	0.00%		30
8.	Sponsor Loan (Town of Lebanon)			\$100,000	\$0	0.00%		30
9.								
10.								
Total Permanent Funding:				\$3,773,850	\$6,750			

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.					

Q. SOURCES OF FUNDS

Total Permanent Grants:

\$0

Q. SOURCES OF FUNDS

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.	DHCD VHTF		\$700,000
2.	DHCD NHTF		\$700,000
3.	DHCD HOME		\$700,000
4.	DHCD HIEE		\$666,383
5.	Sponsor Loan (Town of Lebanon)		\$100,000
Total Subsidized Funding			\$2,866,383

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	\$0
g.	HOME Funds	\$700,000
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$700,000
j.	Virginia Housing Trust Fund	\$700,000
k.	Other: HIEE	\$666,383
l.	Other: Sponsor Loans	\$1,007,467

Market-Rate Loans

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

Grants*

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.

Q. SOURCES OF FUNDS

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

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

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

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

[Empty text box for listing financing and credit enhancements]

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

a. **FALSE** 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 [Empty text box]

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit			
Amount of Federal historic credits	\$0	x Equity \$	\$0.000 = \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000 = \$0
b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)			
Amount of State HOTC	\$0	x Equity \$	\$0.000 = \$0
c. Equity that Sponsor will Fund:			
i. Cash Investment	\$0		
ii. Contributed Land/Building	\$0		
iii. Deferred Developer Fee	\$322,450	(Note: Deferred Developer Fee cannot be negative.)	
iv. 45L Credit Equity	\$0		
v. 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	<u>\$322,450</u>		

2. Equity Gap Calculation

a. Total Development Cost	\$7,492,445
b. Total of Permanent Funding, Grants and Equity	- \$4,096,300
c. Equity Gap	\$3,396,145
d. Developer Equity	- \$340
e. Equity gap to be funded with low-income tax credit proceeds	\$3,395,805

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	▶ Virginia Community Development Corporation (VCDC)		
Contact Person:	Jeffrey Michael Meyer	Phone:	(804) 543-2208
Street Address:	115 South 15th Street, Suite 501		
City:	Richmond	State:	VA
		Zip:	23219
b. Syndication Equity			
i. Anticipated Annual Credits	\$394,900.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.860		
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%		
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0		
v. Net credit amount anticipated by user of credits	\$394,861		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$3,395,805		
c. Syndication:	Private		
d. Investors:	Corporate		

4. Net Syndication Amount	<u>\$3,395,805</u>
Which will be used to pay for Total Development Costs	

5. Net Equity Factor	<u>86.0001168514%</u>
Must be equal to or greater than 85%	

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		<u>\$7,492,445</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$4,096,300</u>
3. Equals Equity Gap		<u>\$3,396,145</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>86.0001168514%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$3,949,000</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$394,900</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$725,470</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$394,900</u>
Credit per LI Units	<u>\$18,804.7619</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$18,804.7619</u>	
		\$394,900

9. **Action:** Provide Attorney’s Opinion using Virginia Housing template **(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	\$10,815
Plus Other Income Source (list) _____	\$0
Equals Total Monthly Income:	<u>\$10,815</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$129,780</u>
Less Vacancy Allowance <u>7.0%</u>	<u>\$9,085</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u><u>\$120,695</u></u>

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

Total Monthly Income for Market Rate Units:	\$0
Plus Other Income Source (list) _____	\$0
Equals Total Monthly Income:	<u>\$0</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$0</u>
Less Vacancy Allowance <u>7.0%</u>	<u>\$0</u>
Equals Annual Effective Gross Income (EGI) - Market Rate Units	<u><u>\$0</u></u>

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	<u>\$120,695</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$120,695</u>
d. Total Expenses	<u>\$99,945</u>
e. Net Operating Income	<u>\$20,750</u>
f. Total Annual Debt Service	<u>\$6,750</u>
g. Cash Flow Available for Distribution	<u>\$14,000</u>

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	120,695	123,109	125,571	128,083	130,645
Less Oper. Expenses	99,945	102,943	106,032	109,213	112,489
Net Income	20,750	20,166	19,540	18,870	18,156
Less Debt Service	6,750	6,750	6,750	6,750	6,750
Cash Flow	14,000	13,416	12,790	12,120	11,406
Debt Coverage Ratio	3.07	2.99	2.89	2.80	2.69

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	133,257	135,923	138,641	141,414	144,242
Less Oper. Expenses	115,864	119,340	122,920	126,607	130,406
Net Income	17,394	16,583	15,721	14,807	13,837
Less Debt Service	6,750	6,750	6,750	6,750	6,750
Cash Flow	10,644	9,833	8,971	8,057	7,087
Debt Coverage Ratio	2.58	2.46	2.33	2.19	2.05

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	147,127	150,070	153,071	156,132	159,255
Less Oper. Expenses	134,318	138,347	142,498	146,773	151,176
Net Income	12,809	11,722	10,573	9,360	8,079
Less Debt Service	6,750	6,750	6,750	6,750	6,750
Cash Flow	6,059	4,972	3,823	2,610	1,329
Debt Coverage Ratio	1.90	1.74	1.57	1.39	1.20

Estimated Annual Percentage Increase in Revenue 2.00% (Must be ≤ 2%)
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be ≥ 3%)

U. Building-by-Building Information

Must Complete

Number of BINS:	10
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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

Please help us with the process:
DO NOT use the CUT feature
DO NOT SKIP LINES BETWEEN BUILDINGS

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit						
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount			
1.	VA2351001	3		46-50-54 Puckett Street		Lebanon	VA	24266					\$0				\$0	\$1,151,537	12/31/25	9.00%	\$103,638		
2.	VA2351002	2		78-84 Puckett Street		Lebanon	VA	24266					\$0				\$0	\$767,694	12/31/25	9.00%	\$69,092		
3.	VA2351003	2		90-96 Puckett Street		Lebanon	VA	24266					\$0				\$0	\$767,694	12/31/25	9.00%	\$69,092		
4.	VA2351004	2		104-110 Puckett Street		Lebanon	VA	24266					\$0				\$0	\$767,694	12/31/25	9.00%	\$69,092		
5.	VA2351005	2		116-122 Puckett Street		Lebanon	VA	24266					\$0				\$0	\$767,694	12/31/25	9.00%	\$69,092		
6.	VA2351006	2		130-136 Puckett Street		Lebanon	VA	24266					\$0				\$0	\$767,694	12/31/25	9.00%	\$69,092		
7.	VA2351007	2		113-121 Puckett Street		Lebanon	VA	24266					\$0				\$0	\$767,694	12/31/25	9.00%	\$69,092		
8.	VA2351008	2		127-133 Puckett Street		Lebanon	VA	24266					\$0				\$0	\$767,694	12/31/25	9.00%	\$69,092		
9.	VA2351009	2		39-45 Cedar Creek Drive		Lebanon	VA	24266					\$0				\$0	\$767,694	12/31/25	9.00%	\$69,092		
10.	VA2351010	2		51-59 Cedar Creek Drive		Lebanon	VA	24266					\$0				\$0	\$767,694	12/31/25	9.00%	\$69,092		
11.														\$0								\$0	
12.															\$0								\$0
13.															\$0								\$0
14.															\$0								\$0
15.															\$0								\$0
16.															\$0								\$0
17.															\$0								\$0
18.															\$0								\$0
19.															\$0								\$0
20.															\$0								\$0
21.															\$0								\$0
22.															\$0								\$0
23.															\$0								\$0
24.															\$0								\$0
25.															\$0								\$0
26.															\$0								\$0
27.															\$0								\$0
28.															\$0								\$0
29.															\$0								\$0
30.															\$0								\$0
31.															\$0								\$0
32.															\$0								\$0
33.															\$0								\$0
34.															\$0								\$0
35.															\$0								\$0

21 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings	\$0	\$0	\$8,060,783	\$0	\$725,470
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Number of BINS: 10

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.

V. STATEMENT OF OWNER

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

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

Legal Name of Owner Main Street Villas LLC

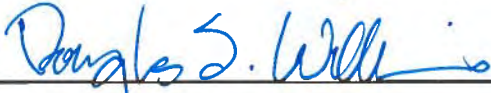
By:
Its: Director of Southwest Regional Housing Devel
(Title)

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:	Douglas S. Williams, AIA
Virginia License#:	010069
Architecture Firm or Company:	The Lane Group, Inc.

By: 

Its: VP Architecture
(Title)

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

W. LIHTC SELF SCORE SHEET

Self Scoring Process

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

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

MANDATORY ITEMS:

	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	N	0 or up to 5	0.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	38.26%	Up to 40	40.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	10%	0, 20, 25 or 30	25.00
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:			75.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			58.00
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	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	0%	Up to 15	0.00
i. Developments with less than 100 low income units	Y	up to 20	20.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>148.00</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$63,100	\$73,800

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	0.00%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	23.81%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60%	52.38%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	52.38%	Up to 50	50.00
Total:			<u>60.00</u>

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
b. Experienced Sponsor - 3 developments in any state	N	0 or 15	0.00
c. Developer experience - uncorrected 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. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			<u>0.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	151.90
b. Cost per unit		Up to 100	0.52
Total:			<u>152.42</u>

7. BONUS POINTS:

a. Extended Use Restriction	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
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			65.00

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

TOTAL SCORE: 525.42

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance material	40	30.00
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	4.00
		<u>55.00</u>
All elderly units have:		
t. Front-control ranges	1	1.00
u. Independent/suppl. heat source	1	1.00
v. Two eye viewers	1	1.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>3.00</u>
Total amenities:		<u>58.00</u>

X. Development Summary

Summary Information 2024 Low-Income Housing Tax Credit Application For Reservation

Deal Name:	Main Street Villas
-------------------	--------------------

Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$394,900
Allocation Type: New Construction **Jurisdiction:** Russell County
Total Units: 21 **Population Target:** Elderly
Total LI Units: 21
Project Gross Sq Ft: 17,218.05 **Owner Contact:** Keith Viers
Green Certified? TRUE

Total Score
525.42

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$3,773,850	\$179,707	\$219	\$6,750
Grants	\$0	\$0		
Subsidized Funding	\$2,866,383	\$136,494		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$3,698,559	\$176,122	\$215	49.36%
General Req/Overhead/Profit	\$509,000	\$24,238	\$30	6.79%
Other Contract Costs	\$50,293	\$2,395	\$3	0.67%
Owner Costs	\$1,336,393	\$63,638	\$78	17.84%
Acquisition	\$1,148,200	\$54,676	\$67	15.32%
Developer Fee	\$750,000	\$35,714	\$44	10.01%
Total Uses	\$7,492,445	\$356,783		

Total Development Costs

Total Improvements	\$5,594,245
Land Acquisition	\$1,148,200
Developer Fee	\$750,000
Total Development Costs	\$7,492,445

Income		
Gross Potential Income - LI Units	\$129,780	
Gross Potential Income - Mkt Unit:	\$0	
Subtotal	\$129,780	
Less Vacancy %	7.00%	\$9,085
Effective Gross Income		\$120,695

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$30,695	\$1,462
Utilities	\$2,500	\$119
Operating & Maintenance	\$32,000	\$1,524
Taxes & Insurance	\$29,500	\$1,405
Total Operating Expenses	\$94,695	\$4,509
Replacement Reserves	\$5,250	\$250
Total Expenses	\$99,945	\$4,759

Cash Flow	
EGI	\$120,695
Total Expenses	\$99,945
Net Income	\$20,750
Debt Service	\$6,750
Debt Coverage Ratio (YR1):	3.07

Proposed Cost Limit/Sq Ft: \$368
Applicable Cost Limit/Sq Ft: \$250
Proposed Cost Limit/Unit: \$302,107
Applicable Cost Limit/Unit: \$302,887

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	21
# of 2BR	0
# of 3BR	0
# of 4+ BR	0
Total Units	21

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	5
50% AMI	0	6
60% AMI	21	10
>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	\$725,470
Credit Requested	\$394,900
% of Savings	45.57%
Sliding Scale Points	151.9

Cost Points:

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

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

Total Costs Less Acquisition	\$6,344,245
Total Square Feet	17,218.05
Proposed Cost per SqFt	\$368.46
Applicable Cost Limit per Sq I	\$250.00
% of Savings	-47.39%
Total Units	21
Proposed Cost per Unit	\$302,107
Applicable Cost Limit per Uni	\$302,887
% of Savings	0.26%
Max % of Savings	0.26%
Sliding Scale Points	0.52

Tab A:

Partnership or Operating Agreement, including
Org Chart with percentages of ownership interest

**OPERATING AGREEMENT
OF
MAIN STREET VILLAS, LLC**

THIS OPERATING AGREEMENT (the "Agreement") of MAIN STREET VILLAS, LLC, a Virginia limited liability company (the "Company"), is made and entered into this 7th day of February 2022, between the Company and MAIN STREET VILLAS MANAGEMENT, LLC, as the sole member of the Company (the "Member").

RECITALS

A. The Member has caused the Company to be organized as a Virginia limited liability company in accordance with the Virginia Limited Liability Act, Chapter 12 of Title 13.1 of the Code of Virginia, 1950, as amended and in force from time to time (the "Act").

B. The Member desires to execute this Agreement in order to set forth the terms and conditions under which the management, business and financial affairs of the Company will be conducted.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby covenants and agrees as follows:

*Article One
Purpose, Powers and Duration of the Company*

1. *Purpose.* The Company's purpose is to be the managing member of Main Street Villas, LLC, which has been organized to develop and operate a low income housing project in the Town of Lebanon, Virginia known as the Main Street Villas (the "Project"), and to engage in any and all related business activities. The Company may also engage in any other lawful business or activity for which a limited liability company may be organized under the Act.

2. *Powers.* The Company shall have all powers of a limited liability company organized under the Act and not proscribed by the Act, its Articles of Organization or this Agreement.

3. *Duration.* The duration of the Company shall be perpetual.

*Article Two
Name and Address of Initial Member*

1. *Name and Address.* The name, address and initial membership interest of the initial Member is as follows:

Main Street Villas Management, LLC
35 Fox Meadow Drive
Lebanon, VA 24266
100% membership interest

Article Three
Management by Sole Member

1. *In General.*

(A) The powers of the Company shall be exercised by, or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member. Subject to the other provisions of this Agreement, the Member shall be entitled to make all decisions and take all actions for the Company, including the execution of all documents, agreements, certificates, and other writings in the name of, and on behalf of, the Company.

(B) The Member, at its discretion, may appoint one or more managers to execute documents or take such other actions as delegated to such manager by the Member. The Member may designate any manager with the title of a corporate officer, in which case such manager shall have the general powers and duties that such designated officer has in a Virginia corporation. The Member may, but is not required to, cause the Company to indemnify or eliminate the liability of any manager to the same extent as the Member is indemnified and his liability eliminated as set forth below.

2. *Indemnification.* The Company shall indemnify, defend and hold harmless the Member to the fullest extent permitted under the Act against any and all liability, damage, loss, cost or expense (including, without limitation, attorneys' fees) incurred by the Member arising out of any transaction or course of conduct relating to the business or affairs of the Company.

3. *Elimination of Liability.* In any proceeding brought in the right of the Company or by or on behalf of the Members of the Company, the damages assessed against a Member arising out of any transaction, occurrence, or course of conduct shall be completely eliminated unless the Member engaged in willful misconduct or a knowing violation of criminal law.

4. *Advances.* Expenses (including legal fees and expenses) of the Member (including its members, officers, directors, agents, employees and affiliates) incurred by the Member arising out of any transaction or course of conduct relating to the business or affairs of the Company may be paid by the Company in advance of the final disposition of any proceeding relating thereto.

Article Four
Contributions to the Company and Distributions

1. *Member Capital Contributions.* The Member, upon execution of this Agreement, shall contribute capital to the Company, and the Company shall keep a record of the amount contributed.

2. *Distributions and Allocations.* All distributions of cash or other property, whether during the Company's operations or upon its dissolution (after payment or reserve for its liabilities) and all allocations of income, gain, loss deduction, credit and other tax items shall be made entirely to the Member.

Article Five
Miscellaneous Provisions

1. *Governing Law.* This Agreement shall be construed, enforced and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to conflict of laws provisions and principles thereof.

2. *Amendments.* No amendment or modifications of this Agreement shall be effective unless approved in writing by the Member.

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

4. *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 thereof.

5. *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 assigns.

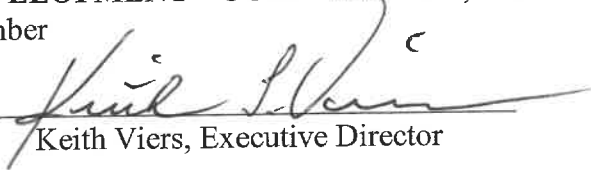
6. *Creditors.* None of the provisions of this Agreement shall be for the benefit or, or enforceable by, any creditor of the Company or its Member.

The undersigned agrees, acknowledges and certifies that the foregoing constitutes the sole and entire Operating Agreement of the Company, effective as of the date first written above.

MEMBER:

**MAIN STREET VILLAS MANAGEMENT,
LLC**, a Virginia Limited Liability Company

By: **SOUTHWEST REGIONAL HOUSING
DEVELOPMENT CORPORATION**, its sole
Member

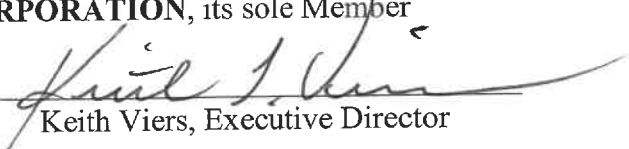
By: 
Keith Viers, Executive Director

COMPANY:

MAIN STREET VILLAS, LLC, a Virginia
Limited Liability Company

By: **MAIN STREET VILLAS MANAGEMENT,
LLC**, a Virginia Limited Liability Company, its sole
Member

By: **SOUTHWEST REGIONAL
HOUSING DEVELOPMENT
CORPORATION**, its sole Member

By: 
Keith Viers, Executive Director

Main Street Villas Organizational Chart



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Main Street Villas, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on February 9, 2022; and

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

February 28, 2022

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)



Previous Participation Certification

Development Name: **Main Street Villas**

Name of Applicant (entity): **Main Street Villas LLC**

The undersigned, being duly authorized to sign on behalf of the Applicant, provide this Certification with the understanding that Virginia Housing intends to rely upon the statements made herein for the purpose of awarding and allocating federal low-income housing tax credits.

The following terms shall be defined as follows for the purpose of this Certification:

- "Principal" has the same meaning as defined within the QAP, but as applied to each specific property referenced within this Certification.
- "Participant" means the Principals of the Owner who will participate in the ownership of the Development identified above and includes Principals who may not be required to be individually listed within a Schedule A attached hereto.

Accordingly, I **hereby certify the following**:

1. All the statements made within this Certification 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, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.

5. 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 such property.
7. None of the Participants has been convicted of a felony and is not presently 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.
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 Virginia Housing employee.
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 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 of the owner of 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.

Signature



Printed Name

KEITH L. VIERS

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

2/16/24

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: _____
 Name of Applicant: _____

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: Main Street Villas Management LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Yes

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
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40								

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

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: _____
 Name of Applicant: _____

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: Southwest Regional Housing Development Corpora Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No

1	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
2								
3								
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* 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: 0 0 #DIV/0! **LIHTC as % of Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: _____
 Name of Applicant: _____

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: Keith Viers Controlling GP (CGP) or 'Named' Managing Member of Proposed property?* No

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1							
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* 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: 0 0 #DIV/0! **LIHTC as % of Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Tab E:

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

Prepared by and Return to:
Elliott Lawson & Minor, P.C.
230 Piedmont Ave., Suite 300
Bristol, VA 24201

Tax Map Reference Nos.: 104R IAA 918; 104R IBB 919; 104R IBB 921; 104R ICC 969A;
104R IBB 917; and 104R IBB 920.

THIS OPTION AGREEMENT, made and entered into this 27th day of February, 2024, by and between SOUTHWEST REGIONAL HOUSING DEVELOPMENT CORPORATION, Grantor, hereinafter referred to as "Owner," whose address is 35 Fox Meadow Drive, Lebanon, VA 24266, and MAIN STREET VILLAS, LLC, Grantee, hereinafter referred to as "Optionee," whose address is 35 Fox Meadow Drive, Lebanon, VA 24266.

WITNESSETH:

WHEREAS, the Owner is the owner in fee simple absolute of the following real property, together with all improvements thereon and all rights and appurtenances thereunto pertaining, lying and being in the Town of Lebanon, Russell County, Virginia, and particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

WHEREAS, the Optionee desires to enter into an option agreement for the purchase of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree and covenant as follows:

1. In consideration of the sum of One and 00/100 Dollars (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged by the Owner, the Owner grants to the Optionee the sole and exclusive option to purchase the Property for a purchase price equal to the appraised value of the property at the time of closing or the outstanding indebtedness of the Owner, whichever is greater.
2. The exercise of the option to purchase the Property shall be made by Optionee delivering written notice of the exercise of the option to Owner not later than 5:00 p.m. (Local time) on the **31st day of December, 2024**, at such place as Owner may designate herein for the delivery of notices. The written notice shall be deemed to have been delivered to Owner upon delivery of the written notice to Owner's last known address by either certified mail, return receipt requested, or by an overnight mail service. If Optionee does not exercise this Option Agreement by the aforesaid date, this option agreement shall be considered null, void and of no effect, unless the parties otherwise agree in a writing which must be recorded in the Clerk's Office of the Circuit Court for Russell County, Virginia.
3. During this option period, and at any time prior to the settlement, Optionee may conduct an investigation of the Property at Optionee's expense. Owner shall cooperate reasonably with Optionee in Optionee's obtaining surveys, appraisals, title insurance, permits and licenses, environmental testing, and any other reasonable investigation undertaken by Optionee necessary for its use of the Property.

Owner and Optionee understand and agree that the parties hereto may terminate any obligation to sell or purchase the Property at any time prior to settlement if (1) Optionee's investigation reveals pollutants or hazardous substances in, on or under the Property which would substantially impair or increase the cost of Optionee's ability to make use of the Property as intended by the Optionee; (ii) Optionee fails to obtain approvals from governmental agencies necessary to obtain financing for Optionee's intended use of the Property; (iii) Optionee does not obtain or continue to have an allocation of tax credits necessary to obtain financing for Optionee's intended use of the Property, or (iv) the Property is not zoned to permit Optionee's intended use of the Property.

4. In the event the Optionee exercises this option, the following provisions shall govern the settlement:

- a. At closing Owner shall deliver to Optionee a Special Warranty Deed conveying a good, marketable and insurable fee simple title to Optionee, free of all liens, encumbrances, and defects, and subject only to such restrictions, covenants and easements as shall now be of record which do not affect the use of the property for multi-family residential housing purposes, or render the title unmarketable. If a defect is found which is of such character that it can be remedied by legal action within a reasonable time, Owner shall, at Owner's expense, promptly take such action as is necessary to cure the defect. If said defect cannot be cured within a reasonable time, Optionee shall have the option of terminating any agreement to purchase the Property.
- b. The risk of loss by fire or other casualty is assumed by Owner until settlement.
- c. Optionee accepts the property in its present condition, "AS IS."
- d. Settlement shall take place within thirty (30) days of the exercise of this option by Optionee, at a place and time determined by mutual agreement between the Owner and Optionee. Notwithstanding anything herein to the contrary, settlement shall take place prior to Optionee's submittal of an Application for Allocation of Virginia Low Income Housing Tax Credits ("LIHTC").
- e. Owner shall pay the expense of preparing the deed and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Optionee in connection with the settlement, including, but not limited to, title examination, insurance premiums, survey costs, engineering and other study costs, recording costs, loan document preparation fees, and the fees of Optionee's Attorney shall be borne by Optionee. All taxes and assessments shall be pro-rated between the parties as of the date of settlement.
- f. The parties hereby represent to each other that no real estate agent or broker was involved in this transaction and each agrees to hold the other harmless from any claim for a commission by reason of any action on their part.
- g. The provisions contained in this agreement shall not merge with the deed conveying the Property, but shall survive the execution and delivery of the deed.

5. Optionee represents and warrants that the intended use of the Property is to provide housing to low-income and very low-income families, and that it will comply with all provisions of Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. § 42), as amended.

6. Notices and other correspondence regarding this option agreement shall be delivered to the following addresses, or to such other or additional addresses as the parties may designate in writing:

Owner: Southwest Regional Housing Development Corporation
P.O. Box 1328
35 Fox Meadow Drive
Lebanon, VA 24266

Optionee: Main Street Villas, LLC
P.O. Box 1328
35 Fox Meadow Drive
Lebanon, VA 24266

7. This option agreement shall be binding upon and inure to the benefit of the respective heirs, executors, personal representatives, successors in interest, and assigns of the parties.

8. This agreement represents the entire understanding between the parties, and there are no collateral or oral agreements or understandings, and this agreement shall not be modified unless in writing of equal formality signed by both parties.


9. This agreement shall be construed according to the laws of the Commonwealth of Virginia.

10. Upon the request of Optionee, the Owner and Optionee shall execute a Memorandum of Option Agreement. Optionee may record the memorandum in the appropriate Circuit Court Clerk's Office at Optionee's expense. In the event this Option Agreement is not timely exercised, or in the event that the Option Agreement is terminated, Optionee shall, upon Owner's written request, promptly execute a release of any Memorandum of Option Agreement, such release to be in recordable form.

Witness our signatures and seals:

OWNER:

**SOUTHWEST REGIONAL HOUSING
DEVELOPMENT CORPORATION**

By: 
Keith Viers, Executive Director

OPTIONEE:

MAIN STREET VILLAS, LLC, a Virginia Limited Liability Company

By: **MAIN STREET VILLAS MANAGEMENT, LLC**, a Virginia Limited Liability Company, its sole Member

By: **SOUTHWEST REGIONAL HOUSING DEVELOPMENT CORPORATION**, its sole Member

By: *Keith Viers*
Keith Viers, Executive Director

COMMONWEALTH OF VIRGINIA
COUNTY OF RUSSELL

The foregoing instrument was acknowledged before me this 27 day of February, 2024, by Keith Viers, Executive Director of Southwest Regional Housing Development Corporation, a Virginia nonstock corporation, on behalf of **Southwest Regional Housing Development Corporation**.

Pamela Whitel
Notary Public

My Commission expires: 8-31-25
Registration No. 7959397



COMMONWEALTH OF VIRGINIA
COUNTY OF RUSSELL

The foregoing instrument was acknowledged before me this 27 day of February, 2024, by Keith Viers, Executive Director of Southwest Regional Housing Development Corporation, a Virginia nonstock corporation, the sole member of Main Street Villas Management, LLC, a Virginia limited liability company, which the sole member of Main Street Villas, LLC, a Virginia limited liability company, on behalf of **Main Street Villas, LLC**.

Pamela Whitel
Notary Public

My Commission expires: 8-31-25
Registration No. 7959397

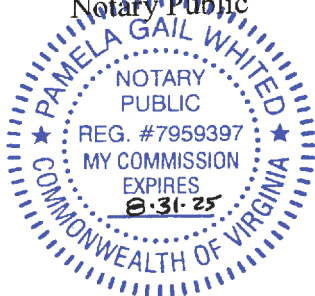


Exhibit A

Legal Description

Former Carriage House Hotel Property

That certain real property, together with all improvements thereon and appurtenances thereunto belonging, situate in the Town of Lebanon, Russell County, Virginia, formerly known as the "Carriage House Motel," and more particularly described as follows:

BEING all of Lots Nos. 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, and 81, inclusive, as shown by the map and plat of the Ketron Addition to the Town of Lebanon, Virginia, which said map and plat, is now a matter of record in the Office of the Clerk of the Circuit Court of Russell County, Virginia, in Plat Book No. 1, at page 85, and all those certain lots designated as Lots Nos. 1, 2, 3, 4, 5, 21, 22, 23, 24, 25, 26, and 27 of the Gilmer Addition to the Town of Lebanon, Virginia, as shown by the map and plat of the said Gilmer Addition, which said map and plat is now a matter of record in the aforesaid Clerk's Office in Plat Book No. 1, at page 105, reference to which said plats and maps is here given for a more full and complete description of said lands.

Each of the above referred to lots or parcels of land constituting a part of the Ketron Addition to the Town of Lebanon, Virginia, is conveyed subject to any and all covenants, easements, conditions or restrictions running with the said lands as subdivided. Each of the above referred to lots or parcels of land constituting a part of the Gilmer Addition to the Town of Lebanon, Virginia, is conveyed subject to any and all covenants, easements, conditions or restrictions running with the said lands as subdivided. Reference being given to the records contained in the Clerk's Office of the Circuit Court of Russell County, Virginia, for a more full land complete description of the said covenants, easements, conditions and restrictions.

BEING the same property conveyed to Southwest Regional Housing Development Corporation, a Virginia nonstock corporation, by Deed dated May 6, 2021, of record in the aforesaid clerk's Office as Instrument # 2101008.

Tax Map Numbers 104R IAA 918; 104R IBB 919; and 104R IBB 921.

Former Russell Investments, LC Property

That certain real property, together with all improvements thereon and appurtenances thereunto belonging, situate in the Town of Lebanon, Russell County, Virginia, and more particularly described as follows:

Parcel One (Lot 5):

All the certain lot or parcel of land, with the improvements thereon, situate, lying and being in the Town of Lebanon, Russell County, Virginia, designated as

Lot 5 on a plat prepared by D.R. Price Engineering and Land Surveying Inc., P.C. titled "Plat Showing the Lands of Leonard Branham, Russell Builders, and Powers Builders located in the Gilmer and Ketron Additions" dated June 30, 2004 and revised on October 25, 2007, a copy of which is recorded in the Russell County Circuit Court Clerk's Office in Plat Cabinet 1, Slide 354D, and more particularly described from said plat as follows:

Beginning at a drill hole in the concrete in the eastern right of way line of State Route 654, and in the southern right of way line of Puckett Street;

Thence from said point of beginning with Line L1 as said line L1 is shown on the Line Table of the aforesaid plat, N 74 49 00 E 54.35 feet to a drill hole found in concrete, which said drill hole is in the northwestern corner of Lot 31 of the Gilmer Addition.

Thence, with the said western line of lot 31 of Gilmer Addition and with Line L11 as said line L11 is shown on the Line Table of the aforesaid plat, N 22 08 00 W (reversed) 89.67 feet to a drill hole in concrete;

Thence, leaving the western line of Lot 31 of Gilmer Addition and with Line L8 as said line L8 is shown on the Line Table of said plat, N 71 48 57 E (reversed) 109.36 feet to an iron rod set;

Thence, from said iron rod set and with Line L7 as said line L7 is shown on the Line Table of the aforesaid plat, S 60 08 23 E (reversed) 35.21 feet to an iron rod set in the eastern right of way line of State Route 654;

Thence, with the eastern right of way line of State Route 654 N 29 26 00 E 98.09 feet to a drill hole in the concrete, the point of Beginning, containing 0.211 acres, more or less.

The foregoing described lot or parcel of land is a portion of Lots 32 and 32A of the Ben F. Gilmer Addition to the Town of Lebanon which is of record of the Office of the Clerk of the Circuit Court of Russell County in Plat Book 1, at Page 105.

Parcel No.: 104R IBB 917.

Parcel Two: (Lot 4):

All that certain lot or parcel of land, with the improvements thereon, situate, lying and being in the Town of Lebanon, Russell County, Virginia, designated as Lot 4 on a plat prepared by D. R. Price Engineering and Land Surveying Inc., P.C. titled "Plat Showing the Lands of Leonard Branham, Russell Builders, and Powers Builders Located in the Gilmer and Ketron Additions" dated June 30, 2004 and revised on October 25, 2007, a copy of which is recorded in the Russell County

Circuit Court Clerk's Office in Plat Cabinet 1, Slide 354D , and more particularly described from said plat as follows:

Beginning at an iron rod set in the eastern right of way line of State Route 654, which is the southwestern corner of Lot 5 as shown on said plat;

Thence, with the line of Lot 5 (said line being designated as Line L7 in the Line Table shown on said plat) S 60 08 23 E 35.21 feet to an iron rod set;

Thence, continuing with the line of Lot 5 as shown on said plat (said line being designated as Line L8 in the Line Table shown on said plat) N 71 48 57 E 109.36 feet to a drill hole in the concrete in the eastern line of Lot 32 of the said Gilmer Addition, (the plat of Gilmer Addition is of record in the Russell County Circuit Court Clerk's Office in Plat Book 1, at Page 105);

Thence, with the eastern line of said Lot 32 (said line being designated as Line L9 in the Line Table shown on said plat) N 22 08 00 W (reversed) 65.85 feet to an iron rod set in the northeastern corner of Lot 33 of the said Gilmer Addition, a corner;

Thence, with the northern line of Lot 33 of said Gilmer Addition (said line being designated as Line L10 in the Line Table shown on said plat) S 67 35 00 W 25 feet to an iron rod found in the northwesterly corner of Lot 33 of said Gilmer Addition, a corner;

Thence, with the western line of Lot 33 of the Gilmer Addition, S 22 08 00 E 130.00 feet to an iron rod found in the southwestern corner of Lot 33 of said Gilmer Addition, a corner;

Thence, leaving the corner of Lot 33 of the Gilmer Addition, S 67 35 00 W 12 feet to an iron rod found, a corner;

Thence, N 22 08 00 W 151.84 feet to an iron rod found, a corner;

Thence, S 68 25 13 W 191.60 feet to an iron rod found in the eastern line of State Route 654, a corner;

Thence, with the eastern right of way line of State Route 654 (said line being designated as Line L4 in the Line Table shown on said plat) N 29 26 00 E 124.86 feet to the point of beginning, containing 0.295 acres, more or less.

Parcel No.: 104R ICC 969A.

Parcel 3: (Lot 6):

All that certain lot or parcel of land, with the improvements thereon, situate, lying and being in the Town of Lebanon, Russell County, Virginia, designated as Lot 6 on a plat prepared by D. R. Price Engineering and Land Surveying Inc., P.C. titled "Plat Showing the Lands of Leonard Branham, Russell Builders, and Powers Builders Located in the Gilmer and Ketron Additions" dated June 30, 2004 and revised on October 25, 2007, a copy of which is recorded in the Russell County Circuit Court Clerk's Office in Plat Cabinet 1, Slide 354D , and more particularly described from said plat as follows:

Beginning at a drill hole on the concrete, which is the northwesterly corner of Lot 31 of the Gilmer Addition, the plat of which said Gilmer Addition is of record in the Russell County Circuit Court Clerk's Office in Plat Book 1, at Page 105;

Thence, from said point of beginning, and with the northerly lines of Lots 31, 30, 29, and 28 of the said Gilmer Addition and with the southerly line of Puckett Street N 74 49 00 E 100.74 feet to an iron rod found, a corner;

Thence, with the western line of Lot 27 of said Gilmer Addition S 22 08 00 E 142.84 feet to an iron rod found, which is in the southwestern corner of Lot 27 of said Gilmer Addition, a corner;

Thence, with the southerly line of Lots 28, 29, 30 and 31 of the said Gilmer Addition; S 67 35 00 W 100 feet to an iron rod set in the southwestern corner of lot 31 of the said Gilmer Addition;

Thence, with the westerly line of Lot 31 of the said Gilmer Addition, and with Lines L9 and L11 as said lines L9 and L11 are shown on the Line Table of the aforesaid plat, N 22 08 00 W 155.52 feet to the point of Beginning, containing 0.343 acres, more or less.

Parcel No.: 104R IBB 920.

This conveyance is made subject to easements, conditions, and restrictions of record insofar as they may lawfully affect the Property.

BEING the same property conveyed to Southwest Regional Housing Development Corporation, a Virginia nonstock corporation, by Deed dated January 26, 2022, of record in the aforesaid clerk's Office as Instrument # 2200182.

2/27/24 14:54:50 Real Estate Maintenance UPDATE User CRYSTAL
 Acct# 000016230 001 RUSSELL COUNTY eBill? L-Chg 2/23/2023
 Owner/Name Address Adr Chg *Status *Dist: 06 000 Batch
 SOUTHWEST REGIONAL HOUSING DEVELOPM SSN#1: 000000000 SSN#2: 000000000
 CORPORATION Tenant Name / Property Address

35 FOX MEADOW DR 000000 CEDAR CREEK DR
 LEBANON VA 24266 0000 000000 0000

EDZ: CDA:
 Dsc1 GILMER SUBV Dsc2 LOTS 32 & 32A ENLG 1 *Blck Internet
 Dsc3 RUSSELL BUILDERS CEMENT S Dsc4 (LOT 5) *Blck E-Check
 Map# MAP 104 SID R EIS IB B LOT 917 SUB
 GPIN Grantor: RUSSELL INVESTMENTS LLC

Land	Acres (3)	Assessment	Loan#	Mor
Use	Class 7.4 *Zone	ID# CW	Code	ACH FG/\$
Impv.	Par.(1)/Cd	Date	00000000	Bill# 179.17
Mtn Land	Ty/Rn/Lnd 7	Batch		1st Half 508.73
Timber	P BkPg	St Excl	00	1H Addtl
Mineral	D BkPg 0683 469			2nd Half 508.72
Tot Value	W BkPg	BIPermt	0000000	2H Addtl
Total Tax	Instrmt 0000 2200182			Tot. Tax 1017.45
F1=Prompt*	Cons/Date 185000 / 01262022			Prort Dt 00000000
F2=Disc	F3=Exit	F4=Suppl	F11=Transf	F18=Attach
				F24=More Keys

2/27/24 14:54:56

Real Estate Maintenance UPDATE

User FRED A
L-Chg 8/23/2022

Acct# 000016232 001 RUSSELL COUNTY

eBill?

Owner/Name Address Adr Chg *Status

*Dist: 06.000

Batch

SOUTHWEST REGIONAL HOUSING DEVELOP.

SSN#1: 000000000

SSN#2: 000000000

CORPORATION

Tenant Name / Property Address

35 FOX MEADOW DRIVE

001312 E MAIN STREET

LEBANON VA 24266 0000

00000 0000

EDZ: CDA:

Dsc1 LOTS 1 THRU 5, INC

Dsc2 GILMER SUBV

*Blck Internet

Dsc3 ENG 1

Dsc4

*Blck E-Check

Map# MAP 104 SID R EIS IB

B LOT 919 SUB

GPIN

Grantor: EXPRESS MOTEL & RESTAURANT INC

Land	Acres (3)	Assessment	Loan#	Mor
Use	Class 7.4 *Zone	ID# CW	Code	ACH FG/\$
Impv.	Par.(1)/Cd	Date	00000000	Bill# 5796
Mtn Land	Ty/Rn/Lnd 7	Batch		1st Half 148.05
Timber	P BkPg	St Excl	00	1H Addtl
Mineral	D BkPg 0837.998			2nd Half 148.05
Tot Value	W BkPg 45.93	BIPermt	0000000	2H Addtl
Total Tax	Instrmt 0000 2101008			Tot. Tax 296.10
F1=Prompt*	Cons/Date 750000 / 05062021			Prort Dt 00000000
F2=Disc	F3=Exit	F4=Suppl	F11=Transf	F18=Attach
				F24=More Keys

2/27/24 14:54:59

Real Estate Maintenance UPDATE

User CRYSTAL
L-Chg 2/23/2023

Acct# 000016233 001 RUSSELL COUNTY

eBill?

Owner/Name Address Adr Chg *Status

*Dist: 06 . 000

Batch

SOUTHWEST REGIONAL HOUSING DEVELOPM

SSN#1: 000000000

SSN#2: 000000000

CORPORATION

Tenant Name / Property Address

35 FOX MEADOW DR

000000

LEBANON VA

24266 0000

00000 0000

EDZ: CDA:

Dsc1 GILMER SUBV ENLG 1

Dsc2 LOTS 28 THRU 31, INC

*Blck Internet

Dsc3 (LOT 6)

Dsc4

*Blck E-Check

Map# MAP 104 SID R EIS IB

B LOT 920 SUB

Grantor: RUSSELL INVESTMENTS LC

GPIN

Land	15000	Acres (3)	Assessment	Loan#	Mor
Use		Class 7.4	*Zone	ID# CW Code	ACH FG/\$
Impv.		Par.(1)/Cd		Date 00000000	Bill# 17914
Mtn Land		Ty/Rn/Lnd 7		Batch	1st Half 47.25
Timber		P BkPg		St Excl 00	1H Addtl
Mineral		D BkPg 0683	473		2nd Half 47.25
Tot Value	15000	W BkPg		BIPermt 0000000	2H Addtl
Total Tax		Instrmt	0000 2200182		Tot. Tax 94.50
F1=Prompt*		Cons/Date	185000 / 01262022		Prort Dt 00000000
F2=Disc	F3=Exit	F4=Suppl	F11=Transf	F18=Attach	F24=More Keys

2/27/24 14:55:03

Real Estate Maintenance UPDATE

User CRYSTAL
L-Chg 4/01/2022

Acct# 000016234

001 RUSSELL COUNTY

eBill?

Owner/Name Address Adr Chg *Status

*Dist: 06 000

Batch

SOUTHWEST REGIONAL HOUSING DEVELOP.

SSN#1: 000000000

SSN#2: 000000000

CORPORATION

Tenant Name / Property Address

35 FOX MEADOW DRIVE

001312 EAST MAIN ST

LEBANON VA

24266 0000

00000 0000

EDZ: CDA:

Dsc1 LOTS 21 THRU 27, INC.

Dsc2 GILMER SUBV ENLG 1

*Blck Internet

Dsc3

Dsc4

*Blck E-Check

Map# MAP 104 SID R EIS IB

B LOT 921 SUB

GPIN

Grantor: EXPRESS MOTEL & RESTAURANT INC

Land 30000

Acres (3)

Assessment

Loan#

Mor

Use

Class 7.4

*Zone

ID#

CW

Code

ACH FG/\$

Impv. 7600

Par.(1)/Cd

Date

00000000

Bill#

5797

Mtn Land

Ty/Rn/Lnd 7

Batch

1st Half

118.44

Timber

P BkPg

St Excl 00

1H Addtl

Mineral

D BkPg 0837 998

2nd Half

118.44

Tot Value 37600

W BkPg 45 93

BIPermt 0000000

2H Addtl

Total Tax

Instrmt 0000 2101008

Tot. Tax

236.88

F1=Prompt*

Cons/Date 750000 / 05062021

Prort Dt

00000000

F2=Disc

F3=Exit

F4=Suppl

F11=Transf

F18=Attach

F24=More Keys

2/27/24 14:55:06

Real Estate Maintenance UPDATE

User CRYSTAL
L-Chg 5/15/2023

Acct# 000016235 001 RUSSELL COUNTY

eBill?

Owner/Name Address Adr Chg Y *Status

*Dist: 06 000

Batch

SAWYER ANA E.

SSN#1: 000000000

SSN#2: 000000000

Tenant Name / Property Address

PO BOX 344

001312 EAST MAIN ST

LEBANON VA

24266 0000

00000 0000

EDZ: CDA:

Dsc1 LOTS 19, 20

Dsc2 GILMER SUBV ENLG 1

*Blck Internet

Dsc3

Dsc4

*Blck E-Check

Map# MAP 104 SID R EIS IB

B LOT 922 SUB

GPIN

Grantor: SAWYER KENNETH OR ANA EMILIA

Land	10000	Acres (3)	Assessment	Loan#	Mor
Use		Class 4 0	*Zone	ID# CW Code	ACH FG/\$
Impv.		Par.(1)/Cd		Date 00000000	Bill# 18193
Mtn Land		Ty/Rn/Lnd 7		Batch	1st Half 31.50
Timber		P BkPg		St Excl 00	1H Addtl
Mineral		D BkPg 0330 713			2nd Half 31.50
Tot Value	10000	W BkPg 45 93	BIPermt 0000000		2H Addtl
Total Tax		Instrmt 0000 0000000			Tot. Tax 63.00
F1=Prompt*		Cons/Date			Prort Dt 00000000
F2=Disc	F3=Exit	F4=Suppl	F11=Transf	F18=Attach	F24=More Keys

2/27/24 14:55:09 Real Estate Maintenance UPDATE User CRYSTAL
 Acct# 000016236 001 RUSSELL COUNTY eBill? L-Chg 5/15/2023
 Owner/Name Address Adr Chg Y *Status *Dist: 06 000 Batch
 SAWYER ANA E. SSN#1: 000000000 SSN#2: 000000000
 Tenant Name / Property Address

394 EAST MAIN STREET, 000268 DODGE ST.
 LEBANON VA 24266 0000 00000 0000
 EDZ: CDA:
 Dsc1 LOTS 47 THRU 52 EN1 Dsc2 LOTS 13 THRU 18 *Blck Internet
 Dsc3 Dsc4 *Blck E-Check
 Map# MAP 104 SID R EIS IB B LOT 923 SUB
 GPIN Grantor: SAWYER KENNETH E & ANA E.

Land	11000	Acres (3)	Assessment	Loan#	Mor
Use		Class 1 0	*Zone	ID# CW Code	ACH FG/\$
Impv.	5000	Par.(1)/Cd		Date 00000000	Bill# 18194
Mtn Land		Ty/Rn/Lnd 7		Batch	1st Half 50.40
Timber		P BkPg 0000		St Excl 00	1H Addtl
Mineral		D BkPg 0507 145			2nd Half 50.40
Tot Value	16000	W BkPg 45 93	BIPermt 0000000		2H Addtl
Total Tax		Instrmt 0000 0000000			Tot. Tax 100.80
F1=Prompt*		Cons/Date	/ 00000000		Prort Dt 00000000
F2=Disc	F3=Exit	F4=Suppl	F11=Transf	F18=Attach	F24=More Keys

2/27/24 14:55:43

Real Estate Maintenance UPDATE

User CRYSTAL
L-Chg 9/26/2023

Acct# 000016283 001 RUSSELL COUNTY

eBill?

Owner/Name Address Adr Chg *Status

*Dist: 06 000

Batch

SOUTHWEST REGIONAL HOUSING DEVELOPM

SSN#1: 000000000

SSN#2: 000000000

CORPORATION

Tenant Name / Property Address

35 FOX MEADOW DR

000054 AST

LEBANON VA

24266 0000

00000 0000

EDZ: CDA:

Dsc1 GILMER ADDITION

Dsc2 ENLG 1

*Blck Internet

Dsc3 (LOT 4)

Dsc4

*Blck E-Check

Map# MAP 104 SID R EIS IC

C LOT 969 SUB A

GPIN

Grantor: RUSSELL INVESTMENTS LC

Land	Use	Impv.	Mtn Land	Timber	Mineral	Tot Value	Total Tax	F1=Prompt*	F2=Disc	F3=Exit	F4=Suppl	F11=Transf	F18=Attach	F24=More Keys
200						200								
Acres (3)	Class	Par.(1)/Cd	Ty/Rn/Lnd	P BkPg	D BkPg	W BkPg	Instrmt	Cons/Date						
7.4	7.4		7		0683	476	0000 2200182	185000 / 01262022						
Assessment	ID#	Date	Batch	St Excl	BIPermt									
		00000000		00	0000000									
Loan#	ACH FG/\$	Bill#	1st Half	1H Addtl	2nd Half	2H Addtl	Tot. Tax	Prort Dt						
		17915	.63		.63		1.26	00000000						

Property Identification Run Dt: 2/27/2024 Owner Name/Address Legal Description 001 of 01
 Map #: 104R IBB 917 SOUTHWEST REGIONAL HOUSING DEVELOPM GILMER SUBV
 Acct #: 000016230-001 CORPORATION LOTS 32 & 32A ENTG 1
 Address: CEDAR CREEK DR 35 FOX MEADOW DR RUSSELL BUILDERS CEMENT S
 City/Sec: LEBANON VA 24266 (LOT 5)
 Inst#: 2200182

Occupancy: COMMERCIAL
 Dwl Type: RETAIL ST MH/Type: /
 Use/Class: /LOCAL NON TAX Year Bldd: .000
 Year Assd: 2013 Condition: AVERAGE Total Mineral: 27600
 Zoning: On Site Date: (CW) 8/10/2018 Total Land: 133900
 Dist: 06 TOWN OR LEBANON Review Date: () Total Imp: 133900
 Total Value: 161500

Exterior Improvement Description Site
 CONSTRUCTION-WOOD FLOORS-HARDWOOD STREET-PAVED
 EXTERIOR-CNDR BLOC INTERIOR-SHEET ROC
 FOUNDATION-CS
 ROOFING-ASPHALT
 ROOFING-GABLE

Cls	Grad	YEFF	Description	Str/#	Size	Rate	Pct	Value
016	C		GARAGE/SHOP	1.0	744	25.00	.30	13671
163	C		SHED	1.0	5040	5.00	.30	18522
163	C		SHED	1.0	2160	5.00	.30	7938
163	C		SHED	1.0	945	5.00	.30	3473
163	C		SHED	1.0	442	5.00	.30	1624
126	C		PAVING-ASPHLT	1.0	10700	1.50		16050
124	C		RETAIL STORE	1.0	2560	45.00	.40	72576
Total Market Value								133854

M	Cls	Desc	G	Size	Dpth	Rate	FV/Pct	Value
S	10	COMMERCIAL	Z	9191		3.00		27573
Total Land Value								27600

EAST MAIN STREET DISK 63 PHOTO 18
 1/2UNDIVIDED INT DEDED TO WILLIAM N HENDRICKS
 III AND SARAH C H GUZA 2007
 ALL RIGHT TITLE AND INT FROM WILLIAM N HENDRICK
 III AND SARAH C H GUZA BEING 1/2 UNDIVIDED INT
 2007 TO RUSSELL INVESTMENTS 2007
 Total Property Value 161500
 Sale Date/Amount 1/26/2022 185000

Sec	Type	Str/Ht	Description	Area
A		1.0	N64E40S64W40	2560
Total Square Feet				2560

Cur. Value	Prev. Value	%Chg.
Land 27600	27600	0%
Improvements 133900	128200	4%
Total 161500	155800	4%

Average Price Per Acre
 Sale Date/Amount 1/26/2022 185000

Property Identification Run Dt: 2/27/2024 Owner Name/Address Legal Description 001 of 01
 Map #: 104R IBB 920 SOUTHWEST REGIONAL HOUSING DEVELOPM GILMER SUBV ENIG 1
 Acct #: 000016233-001 CORPORATION LOTS 28 THRU 31, INC
 Address: 35 FOX MEADOW DR (LOT 6)
 City/St: LEBANON VA 24256

Occupancy: COMMERCIAL MH/Type: / Year Built: Acreage: .000
 Dwl Type: LAND AO Year Rmd: Land Use:
 User/Class: /LOCAL NON TAX Year Eff: Total Mineral:
 Year Assd: 2013 Condition: Total Land: 15000
 Zoning: 06 TOWN OF LEBANON On Site Date: (CW) 8/10/2018 Total Imp:
 Dist: 06 TOWN OF LEBANON Review Date: () Total Value: 15000

M Cls	Desc	G	Size	Dpth	Rate	FV/Pct	Value
A	10 COMMERCIAL	Z				15000	15000
Total Land Value							15000

----- Comments -----
 EAST MAIN STREET
 FROM RUSSELL BUTLERS AND SUPPLY CO INC 2007
 SEE PLAT P01 SLIDE 354D

 Total Property Value 15000

Sec	Type	Str	Description	Area	
Total Square Feet					
			Cur. Value	Prev. Value	%Chg.
			15000	15000	
			Improvements	15000	%
			Total	15000	
			Average Price Per Acre		
			Sale Date/Amount	1/26/2022	185000

Property Identification Run Dt: 2/27/2024 Owner Name/Address Legal Description 001 of 01

Map #: 104R IBB 921 SOUTHWEST REGIONAL HOUSING DEVELOP
 Acct #: 000016234-001 CORPORATION
 Address: 001312 EAST MAIN ST 35 FOX MEADOW DRIVE
 City/St: IEBANON VA 24266 IEBANON VA 24266

Inst#: 2101008

Occupancy: COMMERCIAL
 Dwl Type: MTL BLDG MH/Type: /
 Use/Class: /LOCAL NON TAX
 Year Assd: 2013
 Zoning: 06 TOWN OF IEBANON
 Dist: 06

Year Built: .000
 Year Rmld: Land Use:
 Year Effc: Total Mineral:
 Condition: Total Land: 30000
 On Site Date: (CW) 8/10/2018 Total Imp: 7600
 Review Date: () Total Value: 37600

Cl	Grd	YEFF	Description	Str/#	Size	Rate	Pct	Value
022			METAL BUILDING		680	10.00	.10	6120
126			PAVING-ASPHLT					1500
Total Market Value 7620								

M	Cl	Desc	G	Size	Depth	Rate	FV/Pct	Value
A	10	COMMERCIAL Z					30000	30000
Total Land Value 30000								

LOOKS LIKE QONSET METAL BLDG. HERE
 Total Property Value 37600

Sec	Type	Str/Ht	Description	Area	
Total Square Feet					
			Cur. Value	Prev. Value	%Chg.
			30000	30000	%
			7600	7600	%
			Total	37600	%
			Average Price Per Acre		
			Sale Date/Amount	5/06/2021	750000

Property Identification Run Dt: 2/27/2024 Owner Name/Address
 Map #: 104R IBB 922 SAWYER ANA E
 Acct #: 000016235-001 PO BOX 344
 Address: 001312 EAST MAIN ST LEBANON VA 24256
 City/St:

Legal Description: 001 of 01
 LOTS 19, 20
 GILMER SUBV ENLG 1

Occupancy: COMMERCIAL
 Dwl Type: VACANT MH/Type: /
 Use/Class: /COMMERCIAL & INDUSTRIAL Year Bult: /
 Year Assd: 2013 Condition: /
 Zoning: 06 TOWN OF LEBANON On Site Date: (CW) 8/10/2018
 Dist: Review Date: ()

Deed Bk/Pg: 0330/ 713/
 Acreage: .000
 Land Use:
 Total Mineral:
 Total Land: 10000
 Total Imp:
 Total Value: 10000

Land Valuation	
M Cls	Desc
A 10	COMMERCIAL Z
Total Land Value	
10000	
Total Property Value	
10000	

Sec	Type	Str	Description	Area
Total Square Feet				
			Cur. Value	Prev. Value
			10000	10000
			%	%
			10000	10000
			%	%
			Average Price Per Acre	

Property Identification Run Dt: 2/27/2024 Owner Name/Address
 Map #: 104R IBS 923 SAWYER ANA E
 Acct #: 000016236-001 394 EAST MAIN STREET
 Address: 000268 DODGE ST LEBANON VA 24256
 City/St:

Legal Description 001 of 01
 LOTS 47 THRU 52 EN1
 LOTS 13 THRU 18

Occupancy: DWELLING
 Dbl Type: SINGLWIDE MH/Type: /
 Use/Class: /SINGLE FAMILY CITY Year Bldt:
 Year Assd: 2013 Condition: Year Eff:
 Zoning: 06 TOWN OF LEBANON On Site Date: (CW) 8/13/2018
 Dist: Review Date: ()

Deed Bk/Pg: 0507 / 145/
 Plat Bk/Pg: 0000 /
 Acreage: .000
 Land Use:
 Total Mineral:
 Total Land: 11000
 Total Imp: 5000
 Total Value: 16000

Desc	Length	Width	Size	Grade	Rate	FV/Pct Value
M/H PORCH						300
M/H PORCH						200
SHED FRAM	10.0	12.0	120			500
MH HOOKUP			1			4000
Total Imp Value						5000

M Cls	Desc	G	Size	Dpth	Rate	FV/Pct Value
A	1 HOMESITE	A				11000
Total Land Value						11000

Comments
 MOBILE HOME ON SITE
 RENTAL PROPERTY
 SLOPES DOWN
 Total Property Value 16000

Sec	Type	Str	Description	Area		
Total Square Feet						
			Cur. Value	Prev. Value	%Chg.	
			Land	11000	11000	%
			Improvements	5000	5000	%
			Total	16000	16000	%
			Average Price Per Acre			

Property Identification Run Dt: 2/27/2024 Owner Name/Address
 Map #: 104R ICC 969A SOUTHWEST REGIONAL HOUSING DEVELOPM
 Acct #: 000016283-001 CORPORATION
 Address: 000054 AST 35 FOX MEADOW DR
 City/St: LEBANON VA 24266

Legal Description 001 of 01
 GILMER ADDITION
 ENIG 1
 (LOT 4)
 Inst#: 2200182

Occupancy: COMMERCIAL
 Dwl Type: / MH/Type: /
 Use/Class: /LOCAL NON TAX Year Bld: Year Rmld:
 Year Assd: 2013 Year Effit:
 Zoning: 06 TOWN OF LEBANON On Site Date: (CW) 8/14/2018
 Dist: 06 TOWN OF LEBANON Review Date: () Total Imp: 200
 Total Value: 200

Land Valuation
 M Cls Desc G Size Dpth Rate EV/Pct Value
 A 10 COMMERCIAL Z 200 200
 Total Land Value 200

Comments
 SMALL PORTION OF LOT 32 AND 32A FROM W HENDRICKS
 III AND SRAH C GUZA TO RUSSELL BUILDERS AND SUPPLY
 DB 683 P 465 14/27/07
 FROM RUSSELL BUILDERS AND SUPPLY CO INC 2007
 SEE PLAT PCI SLIDE 354D
 Total Property Value 200

Sec	Type	Str	Description	Area
Total Square Feet				
			Cur. Value	Prev. Value
			200	200
			200	200
			Average Price Per Acre	%
			185000	
			Sale Date/Amount	
			1/26/2022	

Customer Name: RUSSELL INVESTMENTS LC			
Account Number:	1558	Account Status:	InActive
Bill To Address:	C/O SW REGIONAL HOUSING	Account Balance:	\$0.00
	PO BOX 13	Current Year Balance:	\$0.00
		Prior Year Balance:	\$0.00
	LEBANON VA 24266	Allow Advertising:	True
Primary Phone:		Allow Late Listing:	True
Email Address:		Cash Only:	False
Social Security #:	***_**_****	Bankrupt:	False
Other Social Security #:		Allow Interest:	True
DL Number:	***_**_****	Allow Penalty:	True
Employer:		Tax Exempt:	False
County #:	16233	Circuit Breaker:	False
Bill Comment:			
Pay Comment:			

Trans ID	Trans Amt	Rev Name	Real Value	Pers Value	Billable Val	Prop Desc	Prorate	Prop PIN
5472	\$30.00	Real Estate	\$15,000.00	\$0.00	\$15,000.00	GILMER SUBV ENL	12	104R IBB 920

Customer Name: RUSSELL INVESTMENTS LC			
Account Number:	1559	Account Status:	InActive
Bill To Address:	C/O SW REGIONAL HOUSING	Account Balance:	\$0.00
	PO BOX 13	Current Year Balance:	\$0.00
		Prior Year Balance:	\$0.00
	LEBANON VA 24266		
Primary Phone:		Allow Advertising:	True
Email Address:		Allow Late Listing:	True
Social Security #:	***_**_****	Cash Only:	False
Other Social Security #:		Bankrupt:	False
DL Number:	***_**_****	Allow Interest:	True
Employer:		Allow Penalty:	True
County #:	16283	Tax Exempt:	False
		Circuit Breaker:	False
Bill Comment:			
Pay Comment:			

Trans ID	Trans Amt	Rev Name	Real Value	Pers Value	Billable Val	Prop Desc	Prorate	Prop PIN
5474	\$0.40	Real Estate	\$200.00	\$0.00	\$200.00	GILMER ADDITTO	12	104R ICC 969 A

Customer Name: RUSSELL INVESTMENTS LC			
Account Number:	1557	Account Status:	InActive
Bill To Address:	C/O SW REGIONAL HOUSING	Account Balance:	\$0.00
	PO BOX 13	Current Year Balance:	\$0.00
		Prior Year Balance:	\$0.00
	LEBANON VA 24266		
Primary Phone:		Allow Advertising:	True
Email Address:		Allow Late Listing:	True
Social Security #:	***_**_****	Cash Only:	False
Other Social Security #:		Bankrupt:	False
DL Number:	***_**_****	Allow Interest:	True
Employer:		Allow Penalty:	True
County #:	16230	Tax Exempt:	False
		Circuit Breaker:	False
Bill Comment:			
Pay Comment:			

Trans ID	Trans Amt	Rev Name	Real Value	Pers Value	Billable Val	Prop Desc	Prorate	Prop PIN
5469	\$323.00	Real Estate	\$27,600.00	\$0.00	\$161,500.00	GILMER SUBV LO	12	104R IBB 917

Customer Name:	EXPRESS MOTEL & RESTAURANT INC		
Account Number:	496	Account Status:	InActive
Bill To Address:	7501 INWOOD AVE	Account Balance:	\$0.00
		Current Year Balance:	\$0.00
		Prior Year Balance:	\$0.00
	BALTIMORE	MD	21228
Primary Phone:		Allow Advertising:	True
Email Address:		Allow Late Listing:	True
Social Security #:	***_**_****	Cash Only:	False
Other Social Security #:		Bankrupt:	False
DL Number:	***_**_****	Allow Interest:	True
Employer:		Allow Penalty:	True
County #:	16234	Tax Exempt:	False
		Circuit Breaker:	False
Bill Comment:			
Pay Comment:			

Trans ID	Trans Amt	Rev Name	Real Value	Pers Value	Billable Val	Prop Desc	Prorate	Prop PIN
4404	\$75.20	Real Estate	\$30,000.00	\$0.00	\$37,600.00	LOTS 21 THRU 27	12	104R IB B 921

Customer Name:	EXPRESS MOTEL & RESTAURANT INC		
Account Number:	495	Account Status:	InActive
Bill To Address:	7501 INWOOD AVE	Account Balance:	\$0.00
		Current Year Balance:	\$0.00
		Prior Year Balance:	\$0.00
	BALTIMORE	MD	21228
Primary Phone:		Allow Advertising:	True
Email Address:		Allow Late Listing:	True
Social Security #:	***_**_****	Cash Only:	False
Other Social Security #:		Bankrupt:	False
DL Number:	***_**_****	Allow Interest:	True
Employer:		Allow Penalty:	True
County #:	16232	Tax Exempt:	False
		Circuit Breaker:	False
Bill Comment:			
Pay Comment:			

Trans ID	Trans Amt	Rev Name	Real Value	Pers Value	Billable Val	Prop Desc	Prorate	Prop PIN
4403	\$94.00	Real Estate	\$47,000.00	\$0.00	\$47,000.00	LOTS 1 THRU 5, I	12	104R IB B 919

Customer Name:	EXPRESS MOTEL & RESTAURANT INC		
Account Number:	494	Account Status:	InActive
Bill To Address:	7501 INWOOD AVE	Account Balance:	\$0.00
		Current Year Balance:	\$0.00
		Prior Year Balance:	\$0.00
	BALTIMORE	MD	21228
Primary Phone:		Allow Advertising:	True
Email Address:		Allow Late Listing:	True
Social Security #:	***_**_****	Cash Only:	False
Other Social Security #:		Bankrupt:	False
DL Number:	***_**_****	Allow Interest:	True
Employer:		Allow Penalty:	True
County #:	16231	Tax Exempt:	False
		Circuit Breaker:	False
Bill Comment:			
Pay Comment:			

Trans ID	Trans Amt	Rev Name	Real Value	Pers Value	Billable Val	Prop Desc	Prorate	Prop PIN
4402	\$1,428.80	Real Estate	\$418,200.00	\$0.00	\$714,400.00	LOTS 64 THRU 81	12	104R JA A 918

Tab F:

RESNET Rater Certification (MANDATORY)

Main Street Villas
2022 LIHTC Pre-Review Comments

Project Address

1312 East Main Street Street Address
Lebanon, VA 24266

Project Summary

Main Street Villas is a new construction low-rise multifamily development, comprised of 21 units located in Lebanon, VA. Southwest Regional Housing Development Corporation plans to construct the project utilizing 9% LIHTC. As part of their funding application the project is seeking certification under the ENERGY STAR Multifamily New Construction Program V1 (ESMFNC). This level of certification requires the project to have a maximum HERS index in compliance with the ESMFNC floating target HERS score and completion of all ENERGY STAR required checklists. The project is also pursuing ZERH certification, which requires completion of the ZERH checklist, meeting the ZERH target HERS, completing the indoor air plus requirements, and also completing the solar ready checklist. Douglas Williams of The Lane Group is the primary architect contact for the project.

Unit-Level Energy Modeling

Unit-level models were generated using Ekotrope v4.0.1 based on the proposed scope and plans provided by the project team dated October 20, 2021. With the current scope of work, the worst case units in the development are obtaining a projected HERS index of 74. Currently all models are meeting the ENERGY STAR HERS target, but not the ZERH HERS target. The following outlines the scope as it is currently modeled.

Enclosure:

- R-10 slab insulation
- R-19 Grade I cavity insulation in exterior above grade walls and rim & band
- R-13 Grade I cavity insulation in party walls and adiabatic ceilings/floors
- R-38 Grade II attic insulation
- 0.21 U-Value for opaque doors
- 0.30 U-Value/0.40 SHGC windows & glass doors

Mechanicals:

- SEER 14.5, HSPF 8.5, 18k air source heat pump, programmable thermostat
- 0.95 EF storage electric water heaters, 40 gallon
- 5 ACH₅₀ for infiltration threshold/blower door test
- 4% duct leakage to the outside, 8% total duct leakage
- All ducts within well vented but unconditioned attic and thus insulated to R-8
- Continuous mechanical ventilation circulated by the air handler blower motor. Blower motor 1/3 HP.

Lights & Appliances:

- ES rated kitchen appliances
 - 691 kWh/yr refrigerator
 - 270 kWh/yr dishwasher
- Advanced lighting 100% LED

Please let me know if you have any questions or if the above information does not accurately capture your current scope.

Sincerely,



Stacey Smith
Project Manager, Viridiant

ZERH Analysis :

1BR Apartment - Commercial Building				Target ZERH HERS: 55
	HERS	Annual Energy Costs	Annual savings	ZERH
As Proposed (Baseline)	74	\$997	-	n
4 ACH50	74	\$987	\$10	n
.28/.24 windows	74	\$998	(\$1)	n
With ERV mechanical Ventilation (42 watts, 67% ASRE)	59	\$889	\$108	n
Heat pump water heater, 3.5 UEF	71	\$930	\$67	n
With ERV mechanical Ventilation (42 watts, 67% ASRE) and Heat pump Hot water heater 3.5 UEF	56	\$810	\$187	n
18 SEER 10 HSPF ECM Heat pump	70	\$971	\$26	n
18 SEER 10 HSPF ECM Heat pump and ERV mechanical ventilation (42 watts, 67 ASRE)	56	\$843	\$154	n
18 SEER 10 HSPF ECM Heat pump and ERV mechanical ventilation (42 watts, 67 ASRE) + 3 ACH50 Blower Door	55	\$818	\$179	y
With ERV mechanical Ventilation (42 watts, 67% ASRE) and Heat pump Hot water heater 3.5 UEF + 3 ACH50	55	\$780	\$217	y
1BR Duplex Units				Target ZERH HERS: 55
	HERS	Annual Energy Costs	Annual savings	ZERH
As Proposed (Baseline)	72	\$995		n
4 ACH50	72	\$989	\$6	n
.28/.24 windows	72	\$995	\$0	n
With ERV mechanical Ventilation (42 watts, 67% ASRE)	61	\$881	\$114	n
Heat pump water heater, 3.5 UEF	69	\$927	\$68	n
With ERV mechanical Ventilation (42 watts, 67% ASRE) and Heat pump Hot water heater 3.5 UEF	57	\$804	\$191	n
18 SEER 10 HSPF ECM Heat pump	69	\$969	\$26	n
18 SEER 10 HSPF ECM Heat pump and ERV mechanical ventilation (42 watts, 67 ASRE)	58	\$854	\$141	n
18 SEER 10 HSPF ECM Heat pump and ERV mechanical ventilation (42 watts, 67 ASRE) + 3 ACH50 Blower Door	57	\$837	\$158	n
With ERV mechanical Ventilation (42 watts, 67% ASRE) and Heat pump Hot water heater 3.5 UEF + 3 ACH50	55	\$784	\$211	y

Home Energy Rating Certificate

Projected Report

Rating Date: 2022-02-24
 Registry ID:
 Ekotrope ID: q2RyaoMv

HERS® Index Score:

55

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

\$854

*Relative to an average U.S. home

Home:
 1312 East Main Street
 Lebanon, VA

Builder:
 Southwest Regional Housing Development Corporation

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	7.1
Cooling	0.9
Hot Water	1.1
Lights/Appliances	11.9
Service Charges	
Generation (e.g. Solar)	0.0
Total:	21.1

This home meets or exceeds the criteria of the following:

Rating Completed by:

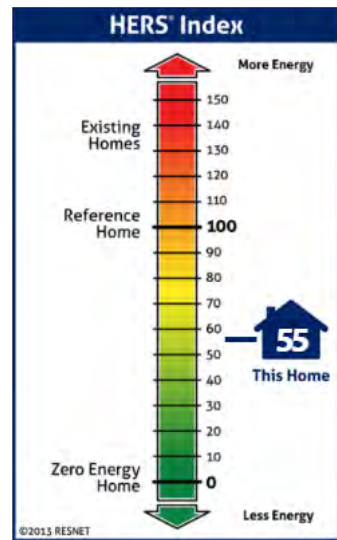
Energy Rater: Stacey Smith
 RESNET ID: 2279319

Rating Company: Viridiant
 1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
 1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater
 Digitally signed: 2/28/22 at 9:18 AM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	858 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14.5 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.5 UEF
House Tightness:	3 ACH50
Ventilation:	30 CFM • 42 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-19
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-11

Home Energy Rating Certificate

Projected Report

Rating Date: 2022-02-24
 Registry ID:
 Ekotrope ID: gdEJD5pv

HERS® Index Score:

55

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

\$823

*Relative to an average U.S. home

Home:

1312 East Main Street
 Lebanon, VA

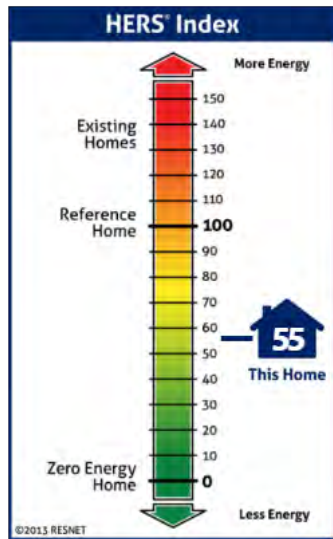
Builder:

Southwest Regional Housing Development Corporation

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	8.3
Cooling	0.7
Hot Water	1.1
Lights/Appliances	11.1
Service Charges	
Generation (e.g. Solar)	0.0
Total:	21.3

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Duplex, single unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	716 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15.5 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.5 UEF
House Tightness:	3 ACH50
Ventilation:	30 CFM • 42 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-19
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith
 RESNET ID: 2279319

Rating Company: Viridiant
 1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
 1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
 Digitally signed: 2/28/22 at 9:18 AM





Appendix F
RESNET Rater Certification of Development Plans

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 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.

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

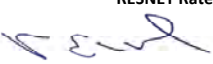
***Please Note Raters must have completed 500+ ratings in order to certify this form

Signed: 

Date: 2/28/22

Printed Name: Stacey Smith

Resnet Provider Agency
Viridiant

RESNET Rater
Signature 

Provider Contact and Phone/Email Sean Evensen-Shanley (804)212-1934 /sean.shanley@viridiant.org

Tab G:

Zoning Certification Letter (MANDATORY)

NELSON A. "TONY" DODI, Mayor
 DeANNA C. JACKSON, Vice Mayor
 ANDREW R. SHORTT
 KEVIN D. TILLER, Town Attorney



COUNCIL MEMBERS
 SCOTT J. GILMER
 M. ELIJAH LEONARD
 W. BRADLEY LAMBERT
 J. LEONARD KEGLEY
 NINA J. FIELDS

TOWN OF LEBANON

Zoning Certification

DATE: 2/22/24

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

RE: ZONING CERTIFICATION

Name of Development: Main Street Villas

Name of Owner/Applicant: Main Street Villas LLC

Name of Seller/Current Owner: Southwest Regional Housing Development Corporation

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 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:
1312 Main Street
Lebanon, VA 24266

Legal Description:
Please see attached

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>21</u>	# Units	<u>10</u>	# Buildings	<u>18057</u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: C-1 Commercial allowing a density of _____ units per acre, and the following other applicable conditions: _____

Other Descriptive Information:

This property was zoned for Residential Use in a Commercial Zone by A Conditional Use Permit, Approved by both The Town of Lebanon Planning Commission & Town Council.

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.

Andrew Shoff
Signature

Andrew Shoff
Printed Name

Zoning Administrator
Title of Local Official or Civil Engineer

278-623-6700
Phone:

2/24/24
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 disqualification of the application.
3. If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.

Exhibit A

Legal Description

Former Carriage House Hotel Property

That certain real property, together with all improvements thereon and appurtenances thereunto belonging, situate in the Town of Lebanon, Russell County, Virginia, formerly known as the “Carriage House Motel,” and more particularly described as follows:

BEING all of Lots Nos. 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, and 81, inclusive, as shown by the map and plat of the Ketron Addition to the Town of Lebanon, Virginia, which said map and plat, is now a matter of record in the Office of the Clerk of the Circuit Court of Russell County, Virginia, in Plat Book No. 1, at page 85, and all those certain lots designated as Lots Nos. 1, 2, 3, 4, 5, 21, 22, 23, 24, 25, 26, and 27 of the Gilmer Addition to the Town of Lebanon, Virginia, as shown by the map and plat of the said Gilmer Addition, which said map and plat is now a matter of record in the aforesaid Clerk’s Office in Plat Book No. 1, at page 105, reference to which said plats and maps is here given for a more full and complete description of said lands.

Each of the above referred to lots or parcels of land constituting a part of the Ketron Addition to the Town of Lebanon, Virginia, is conveyed subject to any and all covenants, easements, conditions or restrictions running with the said lands as subdivided. Each of the above referred to lots or parcels of land constituting a part of the Gilmer Addition to the Town of Lebanon, Virginia, is conveyed subject to any and all covenants, easements, conditions or restrictions running with the said lands as subdivided. Reference being given to the records contained in the Clerk’s Office of the Circuit Court of Russell County, Virginia, for a more full land complete description of the said covenants, easements, conditions and restrictions.

BEING the same property conveyed to Southwest Regional Housing Development Corporation, a Virginia nonstock corporation, by Deed dated May 6, 2021, of record in the aforesaid clerk’s Office as Instrument # 2101008.

Tax Map Numbers 104R IAA 918; 104R IBB 919; and 104R IBB 921.

Former Russell Investments, LC Property

That certain real property, together with all improvements thereon and appurtenances thereunto belonging, situate in the Town of Lebanon, Russell County, Virginia, and more particularly described as follows:

Parcel One (Lot 5):

All the certain lot or parcel of land, with the improvements thereon, situate, lying and being in the Town of Lebanon, Russell County, Virginia, designated as

Lot 5 on a plat prepared by D.R. Price Engineering and Land Surveying Inc., P.C. titled "Plat Showing the Lands of Leonard Branham, Russell Builders, and Powers Builders located in the Gilmer and Ketron Additions" dated June 30, 2004 and revised on October 25, 2007, a copy of which is recorded in the Russell County Circuit Court Clerk's Office in Plat Cabinet 1, Slide 354D, and more particularly described from said plat as follows:

Beginning at a drill hole in the concrete in the eastern right of way line of State Route 654, and in the southern right of way line of Puckett Street;

Thence from said point of beginning with Line L1 as said line L1 is shown on the Line Table of the aforesaid plat, N 74 49 00 E 54.35 feet to a drill hole found in concrete, which said drill hole is in the northwestern corner of Lot 31 of the Gilmer Addition.

Thence, with the said western line of lot 31 of Gilmer Addition and with Line L11 as said line L11 is shown on the Line Table of the aforesaid plat, N 22 08 00 W (reversed) 89.67 feet to a drill hole in concrete;

Thence, leaving the western line of Lot 31 of Gilmer Addition and with Line L8 as said line L8 is shown on the Line Table of said plat, N 71 48 57 E (reversed) 109.36 feet to an iron rod set;

Thence, from said iron rod set and with Line L7 as said line L7 is shown on the Line Table of the aforesaid plat, S 60 08 23 E (reversed) 35.21 feet to an iron rod set in the eastern right of way line of State Route 654;

Thence, with the eastern right of way line of State Route 654 N 29 26 00 E 98.09 feet to a drill hole in the concrete, the point of Beginning, containing 0.211 acres, more or less.

The foregoing described lot or parcel of land is a portion of Lots 32 and 32A of the Ben F. Gilmer Addition to the Town of Lebanon which is of record of the Office of the Clerk of the Circuit Court of Russell County in Plat Book 1, at Page 105.

Parcel No.: 104R IBB 917.

Parcel Two: (Lot 4):

All that certain lot or parcel of land, with the improvements thereon, situate, lying and being in the Town of Lebanon, Russell County, Virginia, designated as Lot 4 on a plat prepared by D. R. Price Engineering and Land Surveying Inc., P.C. titled "Plat Showing the Lands of Leonard Branham, Russell Builders, and Powers Builders Located in the Gilmer and Ketron Additions" dated June 30, 2004 and revised on October 25, 2007, a copy of which is recorded in the Russell County

Circuit Court Clerk's Office in Plat Cabinet 1, Slide 354D , and more particularly described from said plat as follows:

Beginning at an iron rod set in the eastern right of way line of State Route 654, which is the southwestern corner of Lot 5 as shown on said plat;

Thence, with the line of Lot 5 (said line being designated as Line L7 in the Line Table shown on said plat) S 60 08 23 E 35.21 feet to an iron rod set;

Thence, continuing with the line of Lot 5 as shown on said plat (said line being designated as Line L8 in the Line Table shown on said plat) N 71 48 57 E 109.36 feet to a drill hole in the concrete in the eastern line of Lot 32 of the said Gilmer Addition, (the plat of Gilmer Addition is of record in the Russell County Circuit Court Clerk's Office in Plat Book 1, at Page 105);

Thence, with the eastern line of said Lot 32 (said line being designated as Line L9 in the Line Table shown on said plat) N 22 08 00 W (reversed) 65.85 feet to an iron rod set in the northeastern corner of Lot 33 of the said Gilmer Addition, a corner;

Thence, with the northern line of Lot 33 of said Gilmer Addition (said line being designated as Line L10 in the Line Table shown on said plat) S 67 35 00 W 25 feet to an iron rod found in the northwesterly corner of Lot 33 of said Gilmer Addition, a corner;

Thence, with the western line of Lot 33 of the Gilmer Addition, S 22 08 00 E 130.00 feet to an iron rod found in the southwestern corner of Lot 33 of said Gilmer Addition, a corner;

Thence, leaving the corner of Lot 33 of the Gilmer Addition, S 67 35 00 W 12 feet to an iron rod found, a corner;

Thence, N 22 08 00 W 151.84 feet to an iron rod found, a corner;

Thence, S 68 25 13 W 191.60 feet to an iron rod found in the eastern line of State Route 654, a corner;

Thence, with the eastern right of way line of State Route 654 (said line being designated as Line L4 in the Line Table shown on said plat) N 29 26 00 E 124.86 feet to the point of beginning, containing 0.295 acres, more or less.

Parcel No.: 104R ICC 969A.

Parcel 3: (Lot 6):

All that certain lot or parcel of land, with the improvements thereon, situate, lying and being in the Town of Lebanon, Russell County, Virginia, designated as Lot 6 on a plat prepared by D. R. Price Engineering and Land Surveying Inc., P.C. titled "Plat Showing the Lands of Leonard Branham, Russell Builders, and Powers Builders Located in the Gilmer and Ketron Additions" dated June 30, 2004 and revised on October 25, 2007, a copy of which is recorded in the Russell County Circuit Court Clerk's Office in Plat Cabinet 1, Slide 354D , and more particularly described from said plat as follows:

Beginning at a drill hole on the concrete, which is the northwesterly corner of Lot 31 of the Gilmer Addition, the plat of which said Gilmer Addition is of record in the Russell County Circuit Court Clerk's Office in Plat Book 1, at Page 105;

Thence, from said point of beginning, and with the northerly lines of Lots 31, 30, 29, and 28 of the said Gilmer Addition and with the southerly line of Puckett Street N 74 49 00 E 100.74 feet to an iron rod found, a corner;

Thence, with the western line of Lot 27 of said Gilmer Addition S 22 08 00 E 142.84 feet to an iron rod found, which is in the southwestern corner of Lot 27 of said Gilmer Addition, a corner;

Thence, with the southerly line of Lots 28, 29, 30 and 31 of the said Gilmer Addition; S 67 35 00 W 100 feet to an iron rod set in the southwestern corner of lot 31 of the said Gilmer Addition;

Thence, with the westerly line of Lot 31 of the said Gilmer Addition, and with Lines L9 and L11 as said lines L9 and L11 are shown on the Line Table of the aforesaid plat, N 22 08 00 W 155.52 feet to the point of Beginning, containing 0.343 acres, more or less.

Parcel No.: 104R IBB 920.

This conveyance is made subject to easements, conditions, and restrictions of record insofar as they may lawfully affect the Property.

BEING the same property conveyed to Southwest Regional Housing Development Corporation, a Virginia nonstock corporation, by Deed dated January 26, 2022, of record in the aforesaid clerk's Office as Instrument # 2200182.

Tab H:

Attorney's Opinion (MANDATORY)

March 14, 2024

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

RE: 2024 Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: Main Street Villas
Name of Owner: Main Street Villas, LLC

Dear Virginia Housing:

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 14, 2024 (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. Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), 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.

Sincerely,

Applegate + Thorne-Thomsen, P.C.

Applegate & Thorne-Thomsen, P.C.

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)

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

NELSON A. "TONY" DODI, Mayor
DeANNA C. JACKSON, Vice Mayor
ANDREW R. SHORTT, Town Manager
KEVIN D. TILLER, Town Attorney



COUNCIL MEMBERS
A. DOYLE FIELDS
SCOTT J. GILMER
MARY J. STANLEY
M. ELIJAH LEONARD
W. BRADLEY LAMBERT

TOWN OF LEBANON

Telephone (276) 889-7200 Fax (276) 889-7208
405 West Main Street
P.O. Drawer 309
Lebanon, Virginia 24266


RESOLUTION REGARDING THE PROPOSED
DEVELOPMENT OF
MAIN STREET VILLAS
1312 MAIN STREET
LEBANON, VIRGINIA

BE IT RESOLVED by the Town of Lebanon, pursuant to Code Section 36-55.30:2, that 1312 Main Street, Lebanon, Virginia, is designated as a revitalization area within the Town of Lebanon, because it is an area that is blighted, deteriorated, deteriorating, or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements, or other facilities in such 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 faulty or otherwise inadequate design, quality or condition; and private enterprise and investment are not reasonable 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 such area will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

14 ADOPTED BY AN AFFIRMATIVE VOTE OF THE TOWN OF LEBANON, THIS
DAY OF FEBRUARY, 2022


NELSON A. DODI, MAYOR

ATTEST:


DIANE NUNLEY, CLERK



"Progressing For Tomorrow"

Tab K.2

Surveyor's Certification of Proximity to
Public Transportation using Virginia
Housing template



Surveyor's Certification of Proximity to Transportation

DATE: March 8, 2022

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, VA 23220-6500

RE: 2021 Tax Credit Reservation Request

Name of Development: Main Street Villas Senior Housing Community
Name of Owner: Southwest Regional Housing Development Corporation

Gentlemen:

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

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

The Lane Group, Inc

Firm Name

By:

Its:

VP Architecture

Title

Tab L:

PHA / Section 8 Notification Letter

Appendices continued

PHA or Section 8 Notification Letter

Date 2-16-24

To Keith L Viers, Executive Director
Cumberland Plateau Regional Housing Authority
PO Box 1328, Lebanon VA 24266

RE: Proposed Affordable Housing Development

Name of Development Main Street Villas

Name of Owner Main Street Villas 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 _____ (date).

The following is a brief description of the proposed development:

Development Address 1312 Main Street Lebanon, VA 24266

Proposed Improvements:

- | | | |
|---|------------------|----------------------|
| <input checked="" type="checkbox"/> New Construction: | <u>21</u> #Units | <u>10</u> #Buildings |
| <input type="checkbox"/> Adaptive Reuse: | _____ #Units | _____ #Buildings |
| <input type="checkbox"/> Rehabilitation: | _____ #Units | _____ #Buildings |

Proposed Rents:

- | | | |
|--|---------------------|--------|
| <input type="checkbox"/> Efficiencies: | \$ _____ | /month |
| <input checked="" type="checkbox"/> 1 Bedroom Units: | \$ <u>340/\$550</u> | /month |
| <input type="checkbox"/> 2 Bedroom Units: | \$ _____ | /month |
| <input type="checkbox"/> 3 Bedroom Units: | \$ _____ | /month |
| <input type="checkbox"/> 4 Bedroom Units: | \$ _____ | /month |

Other Descriptive Information:

The property will be marketed to seniors and people with disabilities. 21 units will have project-based vouchers.

Five units will be UFAS accessible.


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 (____) ____ - ____.

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

Sincerely yours, 
Name KEITH L. VORES
Title EXECUTIVE DIRECTOR

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

Seen and Acknowledged By 
Printed Name: KEITH L. VORES
Title EXECUTIVE DIRECTOR
Phone 276-889-4910
Date 2/16/24

Tab M:

Intentionally Blank

Tab N:

Homeownership Plan

Tab O:

Plan of Development Certification Letter

NELSON A. "TONY" DODI, Mayor
DeANNA C. JACKSON, Vice Mayor
ANDREW R. SHORTT
KEVIN D. TILLER, Town Attorney



COUNCIL MEMBERS
SCOTT J. GILMER
M. ELIJAH LEONARD
W. BRADLEY LAMBERT
J. LEONARD KEGLEY
NINA J. FIELDS

TOWN OF LEBANON

Plan of Development Certification

DATE:

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220
Attention: Stephanie Flanders

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development: Main Street Villas
Name of Owner/Applicant: Main Street Villas LLC
Name of Seller/Current Owner: Southwest Regional Housing Development Corporation

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 Virginia Housing's Qualified Allocation Plan for housing tax credits.

DEVELOPMENT DESCRIPTION:

Development Address:

1312 Main Street
Lebanon, VA 24266

Legal Description:

Please see attached

Plan of Development Number: _____

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	21	# Units	10	# Buildings	18057	Total Floor Area
<input type="checkbox"/> Adaptive Reuse:		# Units		# Buildings		Total Floor Area
<input type="checkbox"/> Rehabilitation:		# Units		# Buildings		Total Floor Area

Other Descriptive Information:

Main Street Villas will provide housing for seniors and people with disabilities. Five units will be UFAS accessible. All units will be subsidized with Housing Choice Vouchers under a HAP contract with the Wise County Redevelopment and Housing Authority.

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: _____

Andrew Shott
Signed
Andrew Shott
Printed Name
Town Manager
Title
276-623-6700
Phone
3/6/2024
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 contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.

Exhibit A

Legal Description

Former Carriage House Hotel Property

That certain real property, together with all improvements thereon and appurtenances thereunto belonging, situate in the Town of Lebanon, Russell County, Virginia, formerly known as the “Carriage House Motel,” and more particularly described as follows:

BEING all of Lots Nos. 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, and 81, inclusive, as shown by the map and plat of the Ketron Addition to the Town of Lebanon, Virginia, which said map and plat, is now a matter of record in the Office of the Clerk of the Circuit Court of Russell County, Virginia, in Plat Book No. 1, at page 85, and all those certain lots designated as Lots Nos. 1, 2, 3, 4, 5, 21, 22, 23, 24, 25, 26, and 27 of the Gilmer Addition to the Town of Lebanon, Virginia, as shown by the map and plat of the said Gilmer Addition, which said map and plat is now a matter of record in the aforesaid Clerk’s Office in Plat Book No. 1, at page 105, reference to which said plats and maps is here given for a more full and complete description of said lands.

Each of the above referred to lots or parcels of land constituting a part of the Ketron Addition to the Town of Lebanon, Virginia, is conveyed subject to any and all covenants, easements, conditions or restrictions running with the said lands as subdivided. Each of the above referred to lots or parcels of land constituting a part of the Gilmer Addition to the Town of Lebanon, Virginia, is conveyed subject to any and all covenants, easements, conditions or restrictions running with the said lands as subdivided. Reference being given to the records contained in the Clerk’s Office of the Circuit Court of Russell County, Virginia, for a more full land complete description of the said covenants, easements, conditions and restrictions.

BEING the same property conveyed to Southwest Regional Housing Development Corporation, a Virginia nonstock corporation, by Deed dated May 6, 2021, of record in the aforesaid clerk’s Office as Instrument # 2101008.

Tax Map Numbers 104R IAA 918; 104R IBB 919; and 104R IBB 921.

Former Russell Investments, LC Property

That certain real property, together with all improvements thereon and appurtenances thereunto belonging, situate in the Town of Lebanon, Russell County, Virginia, and more particularly described as follows:

Parcel One (Lot 5):

All the certain lot or parcel of land, with the improvements thereon, situate, lying and being in the Town of Lebanon, Russell County, Virginia, designated as

Lot 5 on a plat prepared by D.R. Price Engineering and Land Surveying Inc., P.C. titled "Plat Showing the Lands of Leonard Branham, Russell Builders, and Powers Builders located in the Gilmer and Ketron Additions" dated June 30, 2004 and revised on October 25, 2007, a copy of which is recorded in the Russell County Circuit Court Clerk's Office in Plat Cabinet 1, Slide 354D, and more particularly described from said plat as follows:

Beginning at a drill hole in the concrete in the eastern right of way line of State Route 654, and in the southern right of way line of Puckett Street;

Thence from said point of beginning with Line L1 as said line L1 is shown on the Line Table of the aforesaid plat, N 74 49 00 E 54.35 feet to a drill hole found in concrete, which said drill hole is in the northwestern corner of Lot 31 of the Gilmer Addition.

Thence, with the said western line of lot 31 of Gilmer Addition and with Line L11 as said line L11 is shown on the Line Table of the aforesaid plat, N 22 08 00 W (reversed) 89.67 feet to a drill hole in concrete;

Thence, leaving the western line of Lot 31 of Gilmer Addition and with Line L8 as said line L8 is shown on the Line Table of said plat, N 71 48 57 E (reversed) 109.36 feet to an iron rod set;

Thence, from said iron rod set and with Line L7 as said line L7 is shown on the Line Table of the aforesaid plat, S 60 08 23 E (reversed) 35.21 feet to an iron rod set in the eastern right of way line of State Route 654;

Thence, with the eastern right of way line of State Route 654 N 29 26 00 E 98.09 feet to a drill hole in the concrete, the point of Beginning, containing 0.211 acres, more or less.

The foregoing described lot or parcel of land is a portion of Lots 32 and 32A of the Ben F. Gilmer Addition to the Town of Lebanon which is of record of the Office of the Clerk of the Circuit Court of Russell County in Plat Book 1, at Page 105.

Parcel No.: 104R IBB 917.

Parcel Two: (Lot 4):

All that certain lot or parcel of land, with the improvements thereon, situate, lying and being in the Town of Lebanon, Russell County, Virginia, designated as Lot 4 on a plat prepared by D. R. Price Engineering and Land Surveying Inc., P.C. titled "Plat Showing the Lands of Leonard Branham, Russell Builders, and Powers Builders Located in the Gilmer and Ketron Additions" dated June 30, 2004 and revised on October 25, 2007, a copy of which is recorded in the Russell County

Circuit Court Clerk's Office in Plat Cabinet 1, Slide 354D , and more particularly described from said plat as follows:

Beginning at an iron rod set in the eastern right of way line of State Route 654, which is the southwestern corner of Lot 5 as shown on said plat;

Thence, with the line of Lot 5 (said line being designated as Line L7 in the Line Table shown on said plat) S 60 08 23 E 35.21 feet to an iron rod set;

Thence, continuing with the line of Lot 5 as shown on said plat (said line being designated as Line L8 in the Line Table shown on said plat) N 71 48 57 E 109.36 feet to a drill hole in the concrete in the eastern line of Lot 32 of the said Gilmer Addition, (the plat of Gilmer Addition is of record in the Russell County Circuit Court Clerk's Office in Plat Book 1, at Page 105);

Thence, with the eastern line of said Lot 32 (said line being designated as Line L9 in the Line Table shown on said plat) N 22 08 00 W (reversed) 65.85 feet to an iron rod set in the northeastern corner of Lot 33 of the said Gilmer Addition, a corner;

Thence, with the northern line of Lot 33 of said Gilmer Addition (said line being designated as Line L10 in the Line Table shown on said plat) S 67 35 00 W 25 feet to an iron rod found in the northwesterly corner of Lot 33 of said Gilmer Addition, a corner;

Thence, with the western line of Lot 33 of the Gilmer Addition, S 22 08 00 E 130.00 feet to an iron rod found in the southwestern corner of Lot 33 of said Gilmer Addition, a corner;

Thence, leaving the corner of Lot 33 of the Gilmer Addition, S 67 35 00 W 12 feet to an iron rod found, a corner;

Thence, N 22 08 00 W 151.84 feet to an iron rod found, a corner;

Thence, S 68 25 13 W 191.60 feet to an iron rod found in the eastern line of State Route 654, a corner;

Thence, with the eastern right of way line of State Route 654 (said line being designated as Line L4 in the Line Table shown on said plat) N 29 26 00 E 124.86 feet to the point of beginning, containing 0.295 acres, more or less.

Parcel No.: 104R ICC 969A.

Parcel 3: (Lot 6):

All that certain lot or parcel of land, with the improvements thereon, situate, lying and being in the Town of Lebanon, Russell County, Virginia, designated as Lot 6 on a plat prepared by D. R. Price Engineering and Land Surveying Inc., P.C. titled "Plat Showing the Lands of Leonard Branham, Russell Builders, and Powers Builders Located in the Gilmer and Ketron Additions" dated June 30, 2004 and revised on October 25, 2007, a copy of which is recorded in the Russell County Circuit Court Clerk's Office in Plat Cabinet 1, Slide 354D , and more particularly described from said plat as follows:

Beginning at a drill hole on the concrete, which is the northwesterly corner of Lot 31 of the Gilmer Addition, the plat of which said Gilmer Addition is of record in the Russell County Circuit Court Clerk's Office in Plat Book 1, at Page 105;

Thence, from said point of beginning, and with the northerly lines of Lots 31, 30, 29, and 28 of the said Gilmer Addition and with the southerly line of Puckett Street N 74 49 00 E 100.74 feet to an iron rod found, a corner;

Thence, with the western line of Lot 27 of said Gilmer Addition S 22 08 00 E 142.84 feet to an iron rod found, which is in the southwestern corner of Lot 27 of said Gilmer Addition, a corner;

Thence, with the southerly line of Lots 28, 29, 30 and 31 of the said Gilmer Addition; S 67 35 00 W 100 feet to an iron rod set in the southwestern corner of lot 31 of the said Gilmer Addition;

Thence, with the westerly line of Lot 31 of the said Gilmer Addition, and with Lines L9 and L11 as said lines L9 and L11 are shown on the Line Table of the aforesaid plat, N 22 08 00 W 155.52 feet to the point of Beginning, containing 0.343 acres, more or less.

Parcel No.: 104R IBB 920.

This conveyance is made subject to easements, conditions, and restrictions of record insofar as they may lawfully affect the Property.

BEING the same property conveyed to Southwest Regional Housing Development Corporation, a Virginia nonstock corporation, by Deed dated January 26, 2022, of record in the aforesaid clerk's Office as Instrument # 2200182.

Tab P:

Zero Energy or Passive House documentation for
prior allocation by this developer

Tab Q:

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



WISE COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

107 Litchfield Street, NW • P.O. Box 630 • COEBURN, VIRGINIA 24230
Telephone: (276) 395-6104 • FAX (276) 395-5874 • email: msalyer@wcrha.org

December 29, 2022

Mr. Keith Viers
Director
Southwest Regional Housing Development Corporation
PO Box 1328
Lebanon, VA 24266

Dear Mr. Viers,

The Wise County Redevelopment and Housing Authority (WCRHA) administers the Section 8 housing program for Wise County and has most recently approved an expansion to the Town of Lebanon in Russell County.

The WCRHA has selected your project, the Main Street Villas apartments on Main Street in Lebanon to receive 21 project-based vouchers for one-bedroom apartments from our Annual Contributions Contract with HUD. The project was selected, pursuant to a qualifying previous competition in accordance with 24 CFR 983.51 (b)(2), specifically an award of Low Income Housing Tax Credits without consideration that the project would receive PBV assistance.

Congratulations on your selection and I look forward to working with you to satisfy all HUD requirements for entering into a HAP contract with Main Street Villas. Please don't hesitate to contact me if you should have any questions.

Sincerely,

Zachary Bowen
Executive Director





U.S. Department of Housing and Urban Development

PIH Financial Management Division, Room 4232

451 Seventh Street SW

Washington, DC 20410

By: Email: pih.financial.management.division@hud.gov

Re: Certification of Subsidy Layering Review

To Whom It May Concern:

For purposes of providing of Section 8 Project-Based Voucher (PBV) Assistance authorized pursuant to 42 U.S.C. 8(o)(13), section 2835(a)(1)(M)(i) of the Housing and Economic Recovery Act of 2008 (HERA), section 102 of the Department of Housing and Urban Development Reform Act of 1989, and in accordance with HUD requirements, all of which address the prevention of excess governmental subsidy, I hereby certify that the PBV assistance is not more than is necessary to provide affordable housing after taking into account other government assistance for the following project:

Name, address of project:

Main Street Villas
1312 E Main Street
Lebanon, VA 22902

Name and address of PHA:

Wise County Redevelopment and Housing Authority
107 Litchfield Street
Coeburn, VA 24230

Phone, FAX, and email:

Phone: 276-395-8308

Fax: 276-395-5874

Email: zbowen@wcrha.org

Name, address of HCA:

Virginia Housing
4224 Cox Road
Richmond VA 23060



Date of HUD's approval of HCA's intent to participate: December 9, 2022

Name of Authorized HCA Certifying Official: Stephanie Flanders

Signature of Authorized HCA Certifying Official: *Stephanie Flanders*

Date: 1/22/24

Tab R:

Documentation of Utility Allowance calculation



July 31, 2023

Cumberland Plateau Regional Housing Authority
Attn: Mr. Keith Viers, Executive Director
35 Fox Meadow Dr.
Lebanon, VA 24266

Subject: Executive Summary - Update of Public Housing Tenant Utility Allowances

Mr. Viers:

We have completed evaluating this year's utility rates and allowances and are submitting this report for your review. Since the last report in July 2022, allowances have changed as follows:


- Electric:** Appalachian Power (AEP) allowances have increased +20% to +23%, depending on usage.
- Water:** Town of Cleveland water rates and allowances have increased +3%.
Town of Honaker water allowances have not changed.
Town of Lebanon water allowances have not changed.
- Sewer:** Furnished by the Housing Authority
- Garbage:** Furnished by the Housing Authority

Since a utility category has changed by at least 10%, the HUD register **does** require an update at this time. When implemented, the dollar increases would range from +\$10 to +\$35 per month, depending on bedroom type.

The proposed allowances were based on number of bedrooms as specified by HUD: electric in kWh's and gas in ccf's for cooking, water heating, and other small appliances to include lights, refrigerator, etc., as well as gallons of water. Comfort heating energy is the only utility that we calculate, and it is based on the following exposed areas: attic, wall, windows, doors and floor to include thermal values of insulation, storm windows, etc; as well as local **average** weather data as provided by a governmental agency. Thermostats were set at 70F for winter calculations. Current utility rates, to include all applicable taxes and fuel adjustments (page 11), were used to arrive at the monthly average dollar amount for each utility supplier. Clothes dryers and air conditioning are not allowed by HUD to be included.

Should you have any questions regarding this report, please give me a call. Thank you for using us as your energy consultant.

Best regards,


Matt Lewis
Report attached

Tenant Utility Allowance Report

Cumberland Plateau Regional Housing Authority
P.O. Box 1328
Lebanon, VA 24266

Executive Director: Mr. Keith L. Viers

Projects Evaluated:

VA029-02 Riverview Terrace (10 Seer HP, Cleveland Water)
VA029-03 Indian Princess (15 Seer HP, Central Elec. WH)
VA029-04 Fairfax Court (All Furnished by HA, Central Electric WH)
VA029-05 Town Square (10 Seer HP, Honaker Water)
VA029-06 Centennial Heights (10 Seer HP)
VA029-09 Fox Meadows (13 Seer HP, Lebanon Water)
VA029-10 Graham Manor (10 Seer HP, Central Gas WH)



Date Revised: July 31, 2023

Cumberland Plateau Regional Housing Authority

Projects Evaluated:

- 1 VA029-02 Riverview Terrace (10 Seer HP, Cleveland Water)
- 2 VA029-03 Indian Princess (15 Seer HP, Central Elec. WH)
- 3 VA029-04 Fairfax Court (All Furnished by HA, Central Electric WH)
- 4 VA029-05 Town Square (10 Seer HP, Honaker Water)
- 5 VA029-06 Centennial Heights (10 Seer HP)
- 6 VA029-09 Fox Meadows (13 Seer HP, Lebanon Water)
- 7 VA029-10 Graham Manor (10 Seer HP, Central Gas WH)



Energy Audits - Utility Allowances - Flat Rents - Other Energy Solutions

Larry A. Lewis, PE, President, O 205-980-9091, C 205-478-6485, F 205-980-1060

**PUBLIC HOUSING DWELLING UNITS
METHODOLOGY FOR ESTABLISHING TENANT ALLOWANCE FOR UTILITIES**

GENERAL:

Tenant allowance for PHA-Furnished Utilities and Tenant-Purchased Utilities are estimated by bedroom type, for each of the following dwelling-unit types: 1) stand alone house (single story); 2) attached, single story (includes duplex, triplex and row houses); 3) attached, two stories or more; and 4) attached, townhouse (up-stairs & down-stairs in the same dwelling unit). Utility usage's have been established to approximate a reasonable consumption level by a conservative household of modest circumstances consistent with the requirement of a safe, sanitary, and healthful living environment. Every effort has been made to comply fully with Federal Register 24 CFR, Part 965, and Subpart E.

ENERGY:

Building load, or thermal envelop heat loss information, comfort heating equipment efficiency, and energy for comfort heating are calculated using well founded engineering procedures as outlined in the Air Conditioning Contractors of America's (ACCA Manual J, Seven Edition), Manual S (Residential Equipment Selection); and American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) handbooks. This information along with the hourly weather data for a test reference year (typical year) is used to calculate the heating energy allowance. This information along with the energy for other usage (see page 4) in the dwelling unit for: a) base electrical load (includes lighting, refrigerator, iron, and other small electrical appliances), b) water heating (adjusted to reflect showerhead's flow rate), and c) cooking is then used in calculating the estimated monthly applicable energy usage.

WATER & SEWER:

Water consumption is based on HUD data (adjusted to reflect showerhead's flow rate, and water closet's gallons per flush) and is based on the number of bedrooms in the dwelling unit. See page 4. HUD regulations state that the average person takes 263 ten-minute showers annually, and flushes the water closet five times daily.

GARBAGE:

The allowance for this service is based on local rates or as provided by the housing authority.

OTHER RELEVANT FACTORS AFFECTING ENERGY ALLOWANCES INCLUDE:

- 1) The highest (worst case) calculated heat loss for each type of construction based on bedroom type, and dwelling-unit type.
- 2) The annual energy utilization efficiency (AFUE) rating for fossil fuel heating systems or the heating seasonal performance factor (HSPF) for electric heating systems.

If the tenant pays the local utility company directly, current utility rates were utilized (to include all taxes, applicable fuel adjustments, and applicable rate adjustments) to estimate the monthly bills (rounded off to the nearest dollar amount) for each utility service.

Cumberland Plateau Regional Housing Authority

VA029-09 Fox Meadows (13 Seer HP, Lebanon Water)

Monthly Tenant Dollar Allowance For Utilities

	Number of Bedrooms in Dwelling Unit						
	1 BR	2 BR	3 BR				
Electricity	\$ 109	\$ 139	\$ 188				
Water	\$ 32	\$ 41	\$ 49				
Total	\$ 141	\$ 180	\$ 237				

(No cooling or clothes dryers included in allowances.)

Effective Date: _____

Approved by: _____
Executive Director

Tab S:

Supportive House Certification and/or
Resident Well Being MOU

Tab T:

Funding Documentation

NELSON A. "TONY" DODI, Mayor
DeANNA C. JACKSON, Vice Mayor
ANDREW R. SHORTT, Town Manager
KEVIN D. TILLER, Town Attorney



COUNCIL MEMBERS
A. DOYLE FIELDS
SCOTT J. GILMER
MARY J. STANLEY
M. ELIJAH LEONARD
W. BRADLEY LAMBERT

TOWN OF LEBANON

Telephone (276) 889-7200 Fax (276) 889-7208
405 West Main Street
P.O. Drawer 309
Lebanon, Virginia 24266

October 20, 2021

Southwest Regional Housing Development Corporation
Mr. Keith Viers, Executive Director
P.O. Box 1328
Lebanon, Virginia 24266

Dear Mr. Viers,

On behalf of the Town of Lebanon, I am providing this letter to let you know at the August 16, 2021, Regular Monthly Meeting of the Lebanon Town Council, the Lebanon Town Council unanimously voted based upon recommendation from the ARPA Committee to allocate to the Cumberland Plateau Regional Housing Authority for the Southwest Regional Housing Development Corporation Elderly Housing Lebanon project the amount of \$100,000.

The Town of Lebanon is in full support of the project which will provide affordable housing for our community.

Please contact me with any questions or if you need additional assistance.

Sincerely,

Nelson A. "Tony" Dodi, Mayor

"Progressing For Tomorrow"

The Main Street Villas project has been awarded two rounds of DHCD funding. In November of 2023, Main Street Villas received Program Agreements for a \$450,000 award of Virginia Housing Trust Funds, \$450,000 of National Housing Trust Funds, \$450,000 of HOME funds and \$347,550 of HIEE funds. In March of 2024, the project was awarded a total of \$1,008,833, including \$250,000 of HOME funds, \$250,000 from the National Housing Trust Fund, \$250,000 from VHTF, and \$338,833 of HIEE funds.

**VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
HOUSING INNOVATIONS IN ENERGY EFFICIENCY (HIEE) PROGRAM AGREEMENT**

This Agreement is entered into by and between the **VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** (the "Department" or "DHCD") a governmental instrumentality of the Commonwealth of Virginia, **SOUTHWEST REGIONAL HOUSING DEVELOPMENT CORPORATION** (the "Recipient" or "Developer") and **MAIN STREET VILLAS, LLC** (The "Owner").

The Funds provided for and which are the subject of this Agreement, have been appropriated by the Virginia General Assembly in fiscal year 2023 to support the preservation and production of affordable housing, and are allocated for this project, however, the Department reserves the right to modify, amend or terminate this Agreement due to the reduction or rescission of state funds by the Virginia General Assembly. The Funds are subject to, and this Agreement incorporates by reference, the terms, rules and conditions set forth in the Housing Innovations in Energy Efficiency Fund Application, plan and guidelines and related laws of the Commonwealth of Virginia.

Upon execution of this Agreement, the Department has approved the Recipient's request for a loan and the Department authorizes the Recipient to initiate activities and incur expenses associated with the **Main Street Villas** project in order to provide affordable housing. The Recipient agrees to comply with all of the terms and conditions of this Agreement, and all applicable State laws and requirements in its implementation of activities. The Recipient agrees to furnish in such a form as the Department may require, reports concerning the status of project activities and/or disposition of loan funds.

The Recipient shall hold the Commonwealth of Virginia, the Department, its agents and employees harmless from any and all claims and demands based upon or arising out of any actions by the Recipient, its employees, agents or contractors.

The Department reserves the right to modify, amend, or terminate this Agreement at any time during the term of this Agreement due to failure of the Recipient to comply with the terms and conditions of this Agreement and other documents set forth herein, or due to the loss, reduction or rescission of state funds from the Department.

- I. **Loan Amount** – The Department hereby awards a loan of **\$347,550** of HIEE Fund resources (the "Loan") to be used in a manner consistent with the proposed budget in the Affordable and Special Needs Housing application and the Scope of Eligible Activities, IV. The loan is intended to be for long-term permanent financing.
- II. **Term of Agreement** – This Agreement goes into effect upon execution/signing of this Agreement. The funding reservation will expire on August 15, 2026 (8/15/2026) after the execution/signing of this Agreement. DHCD reserves the right to de-obligate the fund reservation at any time in the case of the project not making sufficient progress toward completion. This funding reservation may be extended at DHCD's discretion if the Recipient

can demonstrate just cause. This HIEE Program Agreement will remain in effect until the expiration of the Affordability Period (as defined in Section V).

- III. **Budget** – The attached budget, including other funding sources and projected expenses to be paid with HIEE Fund loan, are herein incorporated as a part of this Agreement.
- IV. **Scope of Eligible Activities** – Main Street Villas (the “Project”) is the new construction of ~~twenty-one (21)~~ units of affordable rental housing across ten (10) buildings located at 1312 E Main Street, Lebanon, VA 24266. All units will be made available to households at or below 80% Area Median Income. The Project will meet or exceed Zero Energy Ready Homes (ZERH) standards including but not limited to improved energy efficiency performance, dehumidification, fresh air ventilation, and green building certification standards to comply with guidelines for receiving Housing Innovations in Energy Efficiency (HIEE) funding.
- V. **Affordability Period** – The Recipient must assure that the developed/preserved units will be used for affordable housing in accordance with program requirements and those specified with this Agreement for at least 30 years from the completion of the project. The completion date is the date that DHCD receives a complete and accurate rent lease up report, or a complete and accurate completion report including beneficiary data for the project if HOME funds are included in the project. At the end of the Affordability Period, at DHCD’s sole discretion, the initial principal and any accrued interest shall be either repaid or forgiven, provided the recipient has been in compliance for 30 years. This affordability period shall be secured through a Deed of Trust. Deeds of Trust placed on the under the Virginia Housing Trust Fund may only be subordinated to other project financing with the approval of the Department. Should the Loan be subordinate to financing issued by Virginia Housing Development Authority (“Virginia Housing”), the Affordability Period shall be the greater of 30 years or the remaining term of the mortgage issued by Virginia Housing.
- VI. **Fund Disbursement** – The loan of \$347,550 will be for a term of 30 years at zero percent (0%) interest, structured as an interest only must pay loan consisting of equal monthly interest payments. Payments shall be made in accordance with Virginia Housing loan servicing guidance. Funds will be disbursed to Virginia Housing for distribution at the project loan closing and must be used in accordance with the approved budget. Funds not disbursed by the expiration of this Agreement will be forfeited. Disbursements will be made by the Department on the basis of notification of the project loan closing date. The closing date must be confirmed by Virginia Housing. The total disbursement of HIEE Fund funds shall not exceed the loan dollar amount awarded in Section I. of this Agreement. Should the anticipated closing not take place, funds will be held at Virginia Housing. Funds are intended to be used as long-term permanent financing. Notwithstanding anything to the contrary above, should the Loan be subordinate to financing issued by Virginia Housing Development Authority (“Virginia Housing”), the term of the Loan shall be the greater of 30 years or the remaining term of the mortgage issued by Virginia Housing. Other terms and conditions of the Loan will be as set forth in the loan commitment issued pursuant to this Agreement.

- VII. **Federal HOME Requirements** – If applicable, use of these funds results in a project that uses federal HOME Investment Partnerships Program funds, this Agreement shall be governed by all federal requirements pertaining to affordable housing projects developed under the HOME program. The Recipient's failure to contact the Department in no way releases it from its responsibility to ensure compliance with federal HOME requirements in project construction, maintenance and management. This project does X does not include an allocation of HOME Funds.
- VIII. **Repayment Provision** – The Loan is to be repaid in accordance with the rate and terms outlined in Section VI. Virginia Housing will serve as the loan servicing entity. Failure to make payments in accordance with the prescribed payment schedule may result in foreclosure on the property.
- IX. **Access to Property** – The Recipient shall give DHCD unrestricted access to the property for inspections and site review.
- X. **Records and Reports** – The Recipient shall maintain records as prescribed by the Department. The Recipient shall give DHCD unrestricted access to records, files, books, papers and documents related to the administration of the HIEE Fund project. Records pertaining to activities funded pursuant to this Agreement shall remain intact and accessible for at least five years beyond the end of the affordability period. In the event a litigation claim or audit is initiated prior to expiration of the record retention period, records shall be retained until such action is resolved to DHCD's satisfaction. DHCD reserves the right to change reporting requirements for the HIEE Fund as needed to ensure compliance.
- XI. **Accounting Records** – The Recipient shall record in its accounting system all funds received by it pursuant to this Agreement. All costs to be supported by the HIEE Fund loan shall be documented by properly executed invoices, contracts, or vouchers. All checks, invoices, contracts vouchers, orders, or other accounting documents pertaining in whole or in part to any project activity funded with the HIEE Fund shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall be retained by the Recipient for a period of five years beyond the end of the affordability period, and shall be readily accessible to the Department during the course of the project. Should any litigation claim or audit be started before the expiration of the affordability period, the records shall be retained until such action is resolved.
- XII. **Audit** – The Recipient must submit an annual audit to DHCD within thirty days after receipt of the auditor's report and nine months after the end of the audited period.
- XIII. **Termination, Suspension, Conditions** – If through any cause, the Recipient fails to comply with the terms, conditions or requirements of this Agreement, the Department may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least five days prior to such action. In the case of Agreement violations by the Recipient and/or termination of the project before completion,

the Department may make a written request that all or some of the Funds be returned even if the Recipient has expended the Funds. The Recipient agrees to return such Funds as requested by the Department within 15 days of receipt of the written request.

XIV. **Subsequent Contracts** – The Recipient shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the Funds are being provided to the Recipient. Any contractor or subcontractor, which is not the Recipient, shall comply with all the lawful requirements of the Recipient necessary to ensure that the project for which this assistance is being provided under this Agreement is carried out in accordance with the Recipient's assurance and certifications.

XV. **Federal Match** –HIEE Fund expenditures associated with this funding commitment will be used to meet the State's federal HOME program match requirement and may not be utilized for any subsequent match requirement without permission from the Department.

XVI. **Miscellaneous** – This Agreement constitutes the entire and final Agreement between the parties with respect to the reserved funds and supersedes all prior negotiations. This Agreement is contingent upon the availability of HIEE Fund funds. This Agreement may be amended only in writing signed by DHCD and the Recipient. This Agreement may be terminated for convenience upon 30 days written notice by any party hereto. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. All provisions contained herein are severable and should any provision be held invalid by a court of competent jurisdiction the remaining provisions shall remain in full force and effect.

XVII. **ADDITIONAL ASSURANCES AND CONDITIONS:**

The Recipient hereby assures and certifies that:

It possesses legal authority to execute this Agreement;

It will ensure that resources are available to provide the housing units purchased through this Agreement at affordable rents to the targeted population for at least a period of 30 years.

That any additional funds needed to complete the Scope of Eligible Activities (IV) are committed and available for uses.

XVIII. **DEED OF TRUST**

The owner/developer agrees to place a Deed of Trust on the developed/preserved units to ensure that they are used for affordable housing for the targeted population for a period of 30 years. Should the property use be changed during the Affordability Period, the loan funds must be immediately re-paid in full to the HIEE Fund in accordance with the terms of this Agreement.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing and
Community Development**

By:

[Signature]
Its: Authorized Officer

10/23/23

Date

**Southwest Regional Housing Development
Corporation**

By:

[Signature]
EXECUTIVE DIRECTOR

Title:

7/23/23

Date

Main Street Villas, LLC

By:

[Signature]
EXECUTIVE DIRECTOR

Title:

7/23/23

Date



**AFFORDABLE AND SPECIAL NEEDS HOUSING PROGRAM
NATIONAL HOUSING TRUST FUND PROGRAM AGREEMENT**

THIS PROGRAM AGREEMENT made and entered into this 25 day of July 2023 by and between **SOUTHWEST REGIONAL HOUSING DEVELOPMENT CORPORATION** (hereinafter referred to as “the Developer”) and **MAIN STREET VILLAS, LLC** (hereinafter referred to as “the Owner”) and the **VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** (hereinafter referred to as “DHCD”).

DEFINITIONS

A. The DEVELOPER – is hereby identified as Southwest Regional Housing Development Corporation, who will develop the project and is hereinafter referred to as “Developer”.

B. The PROJECT OWNER – is hereby identified as Main Street Villas, LLC, and is hereinafter referred to as “Owner”.

C. The PROJECT NAME - is hereby identified as Main Street Villas, a DHCD-assisted Affordable and Special Needs Housing project, and is hereinafter referred to as the “Project”.

D. PARTICIPATING JURISDICTION – is hereby defined as the Virginia Department of Housing and Community Development, the funding entity for Affordable and Special Needs Housing funds, including National Housing Trust Fund and HOME Investment Partnerships Program funds, and is hereinafter referred to as “DHCD”.

WITNESSETH:

WHEREAS, the Project Developer and Project Owner has applied to DHCD for permanent finance funding for the Project located in city/county of **Russell, Virginia**; and

WHEREAS, based upon the representations, statements and warranties contained in the Application, exhibits, underwriting and subsidy analysis, and any amendments thereto filed with, and accepted by DHCD, DHCD has approved funding for the Project; and

WHEREAS, the Developer, Owner, and DHCD desire to work together to provide such funding assistance in the amount and subject to the terms and conditions set forth below in the area to be served as set forth by this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. **Reservation of Funds**

The Developer and Project Owner hereby accepts the reservation of **\$450,000** in National Housing Trust Funds (hereinafter referred to as "NHTF funds") for a permanent financing gap for the development of this rehabilitation or new construction project. The NHTF is funded by the U.S. Department of Housing and Urban Development (HUD) and was established under Title I of the Housing and Economic Recovery Act of 2008, Section 1131 (Public Law 110-289). Section 1131 of HERA amended the Federal Housing Enterprises Financial Safety and Soundness Act of 1992 (12 U.S.C. 4501 et seq.) (Act) to add a new section 1337, entitled "Affordable Housing Allocation" and a new section 1338, entitled "Housing Trust Fund."

2. **Project Description and Requirements**

- ("Project Owner") **Main Street Villas, LLC.**
- ("Project Sponsor") **Southwest Regional Housing Development Corporation**
- ("Project Name") **Main Street Villas**
- (Project Address and Locality): **1312 E Main Street, Lebanon, VA 24266**
- Property Management Entity: **Cumberland Plateau Regional Housing Authority**
- Total Development Cost: **\$7,746,639**
- Purpose of the Award: To develop an affordable housing project that provides a total of **21 units** of affordable housing. Under this NHTF Program Agreement the Project shall have no less than **(5) floating** NHTF assisted units. The NHTF-Assisted units will be subject to NHTF rent limits identified in this Agreement. **100% of the NHTF units will target incomes at or below 30 percent AML.**
- The project must maintain accessible units for residents with mobility impairments and accessible units for residents with sensory impairments as identified in its Affordable and Special Needs Housing application as approved by DHCD. Based on representations made to DHCD in the Affordable and Special Needs Housing Program application approved by DHCD, a total of **21 units** will be accessible and meeting at least minimum Section 504 requirements.
- DHCD's underwriting has been performed using supporting data provided by the Developer in the Affordable and Special Needs Housing Program application, to include the approved development budget, operating pro-forma, and detailed construction timeline.

AN UPDATED DEVELOPMENT BUDGET, OPERATING PROFORMA AND DETAILED TIMELINE MUST BE ATTACHED SUBMITTED WITH THIS EXECUTED AGREEMENT.

Required Affordability Period

The Project Owner or Sponsor must assure that the property will meet all NHTF Program requirements and those specified within this Agreement for at least **30** years from the completion of the NHTF-assisted project (the “**Affordability Period**”). The Affordability Period will begin on the date that DHCD receives a complete and accurate HUD completion report including beneficiary data for the project and that information is entered into HUD’s Integrated Disbursement & Information System.

NHTF-assisted units must provide affordable housing for extremely low-income households for the duration of the Affordability Period. The Affordability Period cannot begin prior to completion of construction. If there are any vacant NHTF-assisted units six (6) months following the commencement of the Affordability Period, the Project Owner or Sponsor must submit documentation to DHCD to demonstrate how it will market the unit(s). If any unit remains vacant 18 months from project completion, this will be considered a breach of contract (failure to provide affordable housing) and the Project Sponsor will be required to repay any NHTF funds that were invested in these units. When combined with HOME Funds, which typically require a 15-year affordability period for rehabilitation or a 20-year affordability period for new construction, the Project Sponsor and Owner must assure that the property will meet the most stringent Affordability Period.

Unit Designation

The assisted unit mix, containing **5 NHTF** rent units must be maintained throughout the applicable Affordability Period. Noncompliance is allowable on a temporary basis only if a tenant’s income increases. IRS rules regarding over income tenants in LIHTC are govern. Rents may need to be adjusted if tenant income exceeds limits. NHTF-assisted tenant households must earn less than 30 percent AMI. The assisted units are floating units within the project and consist of the following unit mix:

NHTF Unit Mix		
<i>Number of Bedrooms</i>	<i>Number of NHTF Assisted-Units</i>	<i>Type of unit</i>
Efficiency		See rents below
One-Bedroom Units	<u>5</u>	
Two-Bedroom Units	_____	
Three-Bedroom Units	_____	
Total NHTF-assisted units	<u>5</u>	

Rent Limits

For all NHTF projects, the maximum allowable rent is the HUD calculated NHTF Rent Limit and/or the 30 percent AMI Rent Limit.

NHTF Rent limits are inclusive of all rent a client and/or tenant-based voucher pays, and utilities that must be paid by the tenant. The Project Owner may not charge any rents that are higher than the applicable HUD-issued Program rent limits with the exception of project-based subsidies.

HUD-issued Program rent limits include utilities. This means that if the tenant is paying any utilities, the Project Sponsor must deduct the applicable utility allowance (discussed in the following section) from the applicable HUD-issued Program rent limits in order to determine the maximum amount of rent that can be charged for each unit type. **Rents are based on the Rent Schedule included in Exhibit A and are approved as follows:**

<i>NHTF Unit Rents (rent includes utilities)</i>		
<i>Number of Bedrooms</i>	<i>Approved NHTF Assisted Pro-forma Rents</i>	<i>NHTF Unit Rent Limit</i>
<i>Efficiency</i>	<i>\$XXX</i>	<i>\$XXX</i>
<i>One-Bedroom Units</i>	<i>\$555</i>	<i>\$428</i>
<i>Two-Bedroom Units</i>	<i>\$XXX</i>	<i>\$XXX</i>
<i>Three-Bedroom Units</i>	<i>\$XXX</i>	<i>\$XXX</i>
<i>Four-Bedroom Units</i>	<i>\$XXX</i>	<i>\$XXX</i>

Projects/units with Project-based rental assistance

The Project will have at least **21 project-based vouchers** available for tenants. NHTF Program regulations allow the owner of the rental project to charge up to the project-based program rent limit provided:

- The unit is an extremely low-income (ELI) NHTF rent unit;
- The unit receives project-based assistance;
- The unit is occupied by a Very Low Income tenant; and
- Tenant does not pay more than 30 % of adjusted income for housing.

Section 8 Project-Based Vouchers may be made available to NHTF-assisted units. When project-based assistance from other HUD programs is provided to NHTF units, the rents are based on the rent requirements of that program.

Rents during the Affordability Period

Each year, HUD issues updated rent limits for the NHTF Program. DHCD will notify the Project Developer when these updates are issued. At no time can the rents be increased above the applicable NHTF rent limits that are in effect, throughout the Affordability Period. DHCD must approve any rent increase for these units throughout the Affordability Period.

The current NHTF Rent limits are available here:
<https://www.hudexchange.info/programs/htf/htf-rent-limits/>

Utility Allowances

The Project Owner must submit to DHCD a project-specific utility allowance using HUD’s Utility

Schedule Model which is available at:

<https://www.huduser.gov/portal/resources/utilallowance.html> or an approved calculation provided by a local authority or designated approved entity. The property Owner is required to annually update the utility schedule and submit the updated schedule to DHCD for annual review.

Property Standards

All units being constructed must comply with local and applicable State Codes and Ordinances. Prior to expending the funds, and before the occupancy, the State will require a Certificate of Occupancy or AIA G704, certificate of substantial completion from the local building official. A copy of the CO or G704 will be kept in the State's NHTF project file to document that the property standards requirement under the NHTF program have been met.

Federal accessibility standards of Section 504 of the Rehabilitation Act of 1973 apply to the Project in all accessible units and common spaces. The Project must have and maintain the required number of accessible units for residents with mobility impairments and accessible units for residents with sensory impairments as identified in its Affordable and Special Needs Housing application as approved by DHCD. Individual units can be both accessible for residents with mobility impairments and accessible for residents with sensory impairments. The accessible units and the common spaces must meet the Uniform Federal Accessibility Standards (UFAS) throughout the Affordability Period. These standards are available online at <https://www.access-board.gov/aba/guides/>

The Project is NOT subject to the lead-based paint requirements of 24 CFR Part 35 Subparts A, B, J, K, M, and R for pre-1978 units. For all pre-1978 properties, the owner must disclose any known or potential lead-based paint risks to each tenant at move-in and lease renewal; the tenant must sign the notice to document receipt. In addition, visual inspections must be conducted annually or at unit turnover (whichever is sooner) to check for peeling, flaking, or deteriorating paint. For more information on the lead-based paint requirements, please see the *Lead Safe Housing Policies and Procedures* guide on DHCD's website at: <https://www.dhcd.virginia.gov/sites/default/files/Docx/housing/lead-safe-housing-rule-procedures.pdf>

DHCD reserves the right to inspect the property and any assisted units at any point throughout the Affordability Period. It expects to conduct onsite property inspections upon project completion and at a minimum of every three years and will include property common areas for all project buildings and a sample of assisted units. All assisted projects must maintain the property standards applicable (state and local codes and ordinances) at the time of project completion throughout the 30 year Affordability Period.

Project sponsor must submit an annual certification to DHCD that each building and all assisted units in the project are suitable for occupancy, in consideration of these property standards requirements.

Income Eligibility

NHTF Program regulations require income verification for all prospective tenants of assisted units. DHCD's Affordable and Special Needs Housing program rules specify that owners of NHTF-assisted rental properties use the Section 8/Part 5 definition of income for income verification. State officials will monitor the income verification process to ensure that the initial occupants comply with Program requirements. HUD will adjust NHTF program income limits annually. Therefore, incomes are required to be verified annually. Property owners are required to use source documentation to verify an applicant's income upon initial occupancy and every 6th year of the Affordability Period. Income recertification should occur on either:

- The anniversary date of initial verification; or
- Lease renewal date; or
- An annual date established for all tenant incomes in the project to be verified.

For years when the Project Owner is not required to use *source documentation*, it must require tenants to self-certify their income. Tenants are considered over-income if their incomes rise above the applicable income limit for the type and size of NHTF unit they lease (NHTF Program Rent).

In the event tenant incomes rise or fall at the time of annual income re-certification, the Project Sponsor must maintain the original NHTF-assisted unit mix and/or adjust unit rents to remain in compliance with NHTF program regulations.

It is the property owner's responsibility to ensure compliance with NHTF rent and income limits throughout the applicable Affordability Period. Temporary noncompliance is allowed in the event a tenant's income rises or falls, but any instance of temporary noncompliance must be mitigated as soon as possible by filling the next available unit with an income eligible tenant, as a NHTF-assisted unit.

Maximum NHTF Income Limits

The NHTF Program publishes income limits on an annual basis. All NHTF units must be targeted to Extremely Low Income individuals. DHCD will provide the property manager with the annually updated NHTF income limits at the time they are published by HUD. The income limits and occupancy restrictions are established for the NHTF Program and will be enforced on the NHTF-assisted units. Income calculations are based on the Section 8 income definition. The following table shows the NHTF income limit(s) for the NHTF-assisted units at 30 percent of the AMI (area median income) for the Project:

Project Location: Russell County, VA MSA
 NHTF Program Income Limits for 2023

HUD NHTF Program Income Limits							
1 Person	2 Person	3 Person	4 person	5 Person	6 Person	7 Person	8 Person
14850	17000	19100	21200	22900	24600	26300	28000

These limits are the maximum amount of annual gross income a household can have and be eligible to occupy a NHTF-assisted unit. Annual income limits are published at: <https://www.hudexchange.info/programs/htf/htf-income-limits/>

Lease requirements and prohibited lease terms

The lease between a tenant and an owner of rental housing assisted with NHTF funds must be in writing and for not less than one year, unless by mutual agreement between the tenant and the owner. All tenants in DHCD-funded NHTF rental projects must sign the Virginia Department of Housing and Community Development NHTF Unit Lease Addendum, which is attached as Exhibit [B], when they sign the lease for their NHTF-assisted unit. Termination of tenancy may only be for good cause, in accordance with Termination of Tenancy- §93.303(c).

The lease must not contain any of the following prohibited lease terms:

- (1) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- (2) Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- (3) Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- (4) Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- (5) Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- (6) Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;
- (7) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- (8) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- (9) Mandatory services. The tenant may not be required to participate in any services as part of tenancy in a NHTF-assisted unit unless the housing is specifically designed as transitional housing.

Prohibition against Unreasonable Fees

The Project Owner may not impose any fees on low-income applicants or tenants of the project, other than those that are reasonable and customary for non-assisted housing in the area (such as a credit report fee).

Tenant Selection

The Project Owner must adopt a DHCD-approved written tenant selection policies and criteria that:

- (1) Are consistent with the purpose of providing housing for extremely low-income, very low-income and low-income families;
- (2) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
- (3) Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
- (4) Give prompt written notification to any rejected applicant of the grounds for any rejection.

Marketing Accessible Units

The Project Owner must offer accessible units to the following potential occupants who might require or benefit from the accessibility feature(s) of the unit, in this order of priority: (1) a current occupant of the property; (2) an eligible qualified applicant on the waiting list; (3) the disabled community at-large; and (4) a nondisabled person on the waiting list. Accessible units must be listed as available on Virginia Housing Search. Note, a nondisabled tenant may rent an accessible unit *only* when the property manager has made all reasonable efforts to attract a tenant with a disability, and has followed the above steps.

Marketing of Special Needs Units

Developer has agreed to designate units for tenants with intellectual/developmental disabilities per the allocation of Low Income Housing Tax Credits.

Tenant selection plans must include a provision for selection of tenants for special needs targeted units. Vacant units must be held vacant for 60 days or until leased to targeted special needs population. All vacant special needs units must be listed on Virginia Housing Search.

Monitoring

Requirements include compliance with annual rent and occupancy reporting, annual financial reporting, and housing quality standard/inspections depending on project size. DHCD will verify rent and occupancy reporting and NHTF program compliance through onsite file reviews and monitoring. Project Sponsors/owners that are unable to remedy events of noncompliance following notice and opportunity to cure as set forth in this Agreement will not be eligible for additional funding through DHCD and may be required to return the full amount of the original NHTF investment. For projects with operating costs that significantly exceed operating revenue

within the Affordability Period, DHCD reserves the right to require one or more of the following as resolutions:

- Development of improved management procedures;
- Technical assistance for specific issues provided by DHCD, HUD, or a HUD-provided consultant;
- Project financial reporting and monitoring
- Additional owner funds commitment;
- Change in property management agency;
- Utilization of project reserves;
- Modification of NHTF financing terms;
- Transfer of project ownership
- Foreclosure.

Other Federal Requirements

The Project Developer certifies that it will comply with all other applicable federal regulations.

These regulations are specified in the current DHCD Affordable and Special Needs Housing Program guidelines at:

<https://www.dhcd.virginia.gov/sites/default/files/Docx/asnh/asnh-program-guidelines.pdf> ;

and by NHTF regulation at:

<https://www.hudexchange.info/resources/documents/National-Housing-Trust-Fund-Interim-Rule-Summary-24-cfr-parts-91-and-93.pdf>.

These other federal requirements include but are not limited to the following: The Project Sponsor certifies that it will comply with the following:

1. Performance Reporting requirements;
2. Affirmative Marketing at 24 CFR 92.351;
3. Displacement, relocation, and acquisition at 24 CFR 92.353;
4. Federal labor standards at 24 CFR 92.354 (if applicable);
5. Conflict of Interest requirements at 24 CFR 92.3569(f);
6. Nondiscrimination and Civil Rights requirements at 24 CFR 92.350;
7. Uniform Administrative requirements;
8. Equal Participation of Religious Organizations requirements;
9. Drug-Free Workplace requirements; and
10. Violence Against Women Reauthorization Act of 2013 (VAWA)

The Project Sponsor agrees to make available all agency and program participant records to the Commonwealth of Virginia, HUD and the HUD Inspector General upon request.

Repayment Provision for Failure to Comply

If the Project Owner fails to comply with all applicable NHTF program requirements, throughout

the Affordability Period, and such failure comes after any notice and cure period provided for under the Enforcement Provisions of this Agreement, DHCD may require the Project Owner to return the full amount of the NHTF assistance to DHCD.

Term of Agreement

The project must be completed within two (2) years from the date of execution. No choice-limiting activity can commence on the project prior to execution of this Agreement. Environmental Record Review requirements must be documented and all funding contingencies must be finalized prior to the execution of this agreement. DHCD reserves the right to de-obligate this fund reservation at any time in the case of a project not making sufficient progress towards project completion and meeting the terms of this agreement. DHCD will notify the Project Developer and/or Owner in writing of any potential or perceived breach of this agreement within 30 days of DHCD's knowledge of same. The Project Developer and/or Owner will be provided 30 days from the date of the notice to correct and/or respond to the breach. In the event that the Project Developer and/or Owner cannot implement a remedy for the breach that is acceptable to DHCD, DHCD may initiate any such action outlined in this Agreement, permitted by the NHTF program regulations, or at law or equity. This funding reservation will expire one year after the execution of this Agreement when construction has failed to commence. This Agreement may be extended at DHCD's discretion if the Project Developer and/or Owner can demonstrate just cause.

This NHTF program Agreement will remain in effect throughout the Affordability Period, as required by §93.302(d).

Funds Disbursement

NHTF regulations require that the Project Developer cannot request funds until they are needed for payment of NHTF eligible costs as identified in the Affordable and Special Needs Housing Guidelines; and, the amount of disbursement is limited to the amount needed.

DHCD funds are provided as must-pay permanent finance gap funding and will not be disbursed until the property's Certificate of Occupancy or AIA G704, Certificate of Substantial Completion from the local building official certifying that the property meets all local and state codes, along with a final inspection to ensure that DHCD's rehabilitation standards, as applicable, has been met.

Records and Reports

The Project Sponsor is required to submit the following reports to DHCD:

- (1) Annual rent and occupancy reports, including information on any unit substitutions that were made in order to maintain unit mix (in either February or September),
- (2) Annual financial reports that are in sufficient detail that DHCD can fairly evaluate the financial condition of the property, and
- (3) Annual certification that each building and all NHTF-assisted units in the project are suitable for occupancy.

The annual rent and occupancy and financial reports must be submitted electronically to DHCD through the DHCD's CAMS website.

Throughout the construction period, the project sponsor must submit quarterly progress reports to DHCD through the CAMS website to demonstrate appropriate timeline milestones are being met.

The Project Sponsor shall maintain records as prescribed by DHCD. The Project Sponsor shall give DHCD and HUD unrestricted access to records, files, books, papers, and documents related to the administration of the NHTF program. Records pertaining to activities funded pursuant to this Agreement shall remain intact and accessible for at least five years beyond the end of the Affordability Period. Records of individual tenant income verifications, project rents, and project inspections must be retained for the most recent five year period, until five years after the Affordability Period terminates. Initial lease up information must be retained and accessible for at least five years after the end of the Affordability Period. In the event any litigation claim or audit is initiated prior to expiration of the record retention period, records shall be retained until such action is resolved to DHCD's satisfaction. DHCD reserves the right to change the reporting requirements as needed to ensure regulatory compliance.

The Project Sponsor shall record in its accounting system all project payments received by it pursuant to the NHTF and all other funds provided for, accruing to, or otherwise received on account of the NHTF Fund. All costs, including paid services contributed by the Project Sponsor, charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing the nature and propriety of the charges. All checks, payrolls, invoices, contract, vouchers, orders or other accounting documents pertaining in whole or in part to any project activity funded with the Fund shall be clearly identified, readily accessible, and separate and distinct from all other such documents. All accounting records shall reside at the project sponsor's office.

Enforcement

In accordance with 24 CFR 85.43, DHCD reserves the right to modify, amend, suspend or terminate this Agreement at any time during the term of this Agreement due to material failure of the Project Sponsor to comply with the terms and conditions of this Agreement and other Documents set forth by reference herein. DHCD will notify the Project Sponsor in writing of any potential or perceived breach of this agreement within 30 days of DHCD's knowledge of same. The Project Sponsor will be provided 30 days from the date of the notice to correct and/or respond to the breach. In the event that the Project Sponsor cannot implement a remedy for the breach that is acceptable to DHCD, DHCD may initiate any such action outlined in this Agreement, permitted by the NHTF program regulations, or at law or equity.

Project Sponsors/owners with unresolved findings or compliance issues will not be eligible for additional funding through DHCD and may be required to return the full amount of the original NHTF investment.

In accordance with NHTF regulation the required period of long-term affordability for this project will be 30 years commencing at the completion of the project.

This Agreement will be enforced by a covenant running with the land, deed restriction and/or deed rider which describes the process for ownership transfer of the project and in the event of default that remains uncured following any applicable notice and cure period, repayment of the NHTF funds expended on the unit(s) during the Affordability Period.

Deed restrictions will be incorporated into any notes or mortgages between the Participating Jurisdiction and the Owner, as a condition of funding for this development. These provisions must be enforced through deed restrictions, covenants running with the land, or similar legal mechanisms.

The terms and conditions of this Agreement shall extend and inure to the benefit of and be binding upon the respective successors, heirs, and assigns of the parties hereto. All indemnifications contained in this Agreement shall survive the completion of activities funded with NHTF funds pursuant to this Agreement, until the expiration or termination of this Agreement.

Hold Harmless Provision

The Project Sponsor shall, within limitations placed on such entities by state law, hold harmless the Commonwealth of Virginia, DHCD and their respective agents, officers, and employees from all claims and actions, all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Project Sponsor. Any contractor hired in connection with the administration NHTF Funds shall, within limitations placed on such entities by state law, save harmless the Commonwealth of Virginia, DHCD and their respective agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the Commonwealth of Virginia, DHCD, and their respective agents, officers, and employees for all the hereinbefore described expenses, claims, actions, or amounts recovered consistent with the conditions herein.

Audit

The Project Sponsor must submit an annual audit to DHCD in accordance with federal audit standards. Audit thresholds and requirements are outlined in OMB Circular A-133.

Financial Management

The Project Sponsor agrees to comply with Federal financial management guidelines, as outlined in 24 CFR Part 85, for the duration of the project period.

Miscellaneous

This Agreement constitutes the entire and final agreement between the parties with respect to the reserved funds and supersedes all prior negotiations. This Agreement is contingent upon the availability of NHTF funds. This Agreement may be amended only in writing signed by DHCD and the Project Sponsor. In accordance with 24 CFR 85.44 this Agreement may be terminated for convenience upon 30 days written notice by any party hereto. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. All provisions contained herein are severable and should any provision be held invalid by a court of competent jurisdiction the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by their duly authorized representatives, as of the day and year first above written.

Main Street Villas, LLC.

By: Keith L Viers Its: Executive Director

Signature: [Handwritten Signature] Date: July 25, 2023

COMMONWEALTH OF Virginia COUNTY/CITY OF Russell
TO WIT:

Subscribed, sworn to and acknowledged before me by Pamela Whited this 25 day of July, 2023.

My Commission Expires: 8-31-25

Pamela Whited

Notary Public of Virginia



Southwest Regional Housing Development Corporation

By: Keith L Viers Its: Executive Director

Signature: [Handwritten Signature] Date: July 25, 2023

COMMONWEALTH OF Virginia COUNTY/CITY OF Russell
TO WIT:

Subscribed, sworn to and acknowledged before me by Pamela Whited this 25 day of July, 2023.

My Commission Expires: 8-31-25

Pamela Whited

Notary Public of Virginia



VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By: Sandra Powell Its: Authorized Officer

Signature: [Handwritten Signature] Date: 10/23/23

COMMONWEALTH OF Virginia COUNTY/CITY OF Richmond
TO WIT:

Subscribed, sworn to and acknowledged before me by Sandra Powell this
23rd day of October, 2023

My Commission Expires: May 31, 2027
Angela C Wilson

Notary Public of Virginia





NHTF SUBSIDY LAYERING ANALYSIS

Main Street Villas
Lebanon Virginia

2023

Purpose

The U. S. Department of Housing and Urban Development's (HUD) National Housing Trust Fund Program Interim Rule §93.300(b) require an underwriting and subsidy layering review before committing NHTF funds to a project. The state is proposing funding this from the fall half of the **AFFORDABLE AND SPECIAL NEEDS HOUSING PROGRAM SUBMISSIONS**. The project does X / does not have commitments of Low Income Housing Tax Credits. The state performed a review prior to committing the State NHTF funds and believed the project was acceptable. This is the formal Subsidy Layering Analysis for this development which clearly establishes that the NHTF Program funds are needed funds to complete the financial funding for this project.

This Subsidy Layering Analysis is being performed in compliance with §93.300(b) to evaluate the project to determine a reasonable level of profit or return on the recipient's investment in a project, and to ensure that the State's invests only what is necessary to provide quality affordable housing that is financially viable for, at a minimum, the affordability period required by the regulations; examines the sources and uses of funds (including any operating cost assistance and reserves or project-based rental assistance) for the project and determine that these costs are reasonable and will not provide a profit or return on the recipient's investment that exceeds the State's standards; and to conduct an assessment of the current market conditions, experience and capacity of recipient, and firm written financial commitments for the project.

<p>The Commonwealth of Virginia will make a <u>2023 AFFORDABLE AND SPECIAL NEEDS HOUSING PROGRAM SUBMISSIONS</u> NHTF funding commitment for the <u>Project</u>.</p> <p>DHCD anticipates providing the <u>\$450,000</u> in NHTF funds as a deferred principal loan at one percent (1%) interest only loan, throughout the 30-year compliance period. The deferred principal loan will have a 30-year amortization, with a balloon payment or forgiveness, at DHCD's sole discretion, at the end of the affordability compliance period.</p>	<p>Amount \$ 450,000</p>
<p>The total development costs are <u>\$7,746,639</u> for the project.</p> <p>The total source of funds and amounts include (do not include NHTF funds):</p> <ol style="list-style-type: none"> 1. DHCD- HOME- \$450,000 2. DHCD- VHTF- \$450,000 3. DHCD-HIEE- \$347,550 4. Deferred Developer Fee- \$231,101 5. Sponsor (VH, PDC, Town)- \$2,695,000 6. Investor Limited Partner- \$3,122,988 <p>The total <u>NHTF funds</u> committed by the Participating Jurisdiction in comparison to the total development budget provided by the Sponsor translates to a minimum of <u>5</u> NHTF-assisted units. The state and the Project Owner have determined that they will designate <u>5</u> units as NHTF-assisted units in this development.</p> <p>Based on the documentation provided, verification of funds @ <u>\$7,296,639</u> and documented expenses the financing package results in a subsidy shortfall of \$ 450,000.</p>	
<p>HUD is required to undertake rulemaking to establish new maximum per-unit subsidy limits for the NHTF Program because it is no longer updating and publishing limits for the Section 221(d)(3) mortgage insurance program. Based on the above, the limits effective March 17, 2022 are calculated as follows:</p> <p>0 BR - \$66,564 x 240% = \$159,754 1 BR - \$76,305 x 240% = \$183,132 2 BR - \$92,789 x 240% = \$222,694 3 BR - \$120,039 x 240% = \$288,094 4+BR - \$131,765 x 240% = \$316,236</p> <p>The project will consist of the NHTF assisted units identified below:</p>	

_____ efficiency
 5 one -bedroom units
 _____ two-bedroom units
 _____ three-bedroom units
 _____ four+-bedroom units

The maximum allowable subsidy for the required NHTF-assisted units in the project is **\$915,660**. (Calculated based on the number of bedroom units x the maximum allowable subsidy)

The **\$450,000** combined NHTF investment identified here is well under the allowable maximum subsidy limit.

TOTAL AMOUNT OF NHTF FUNDS REQUIRED	\$450,000
AMOUNT NEEDED TO FILL THE GAP	\$450,000
GAP REMAINING	-0-

Underwriting Criteria

Maximum NHTF Per-Unit Subsidy (by HUD regulations)

DHCD has adopted the Maximum HOME Per-Unit Subsidy as the National Housing Trust Fund subsidy limit, as noted in the National Housing Trust Fund Allocation Plan completed in August 2016.

Based on the **2022 HOME Maximum Per-Unit Subsidy** limit, the maximum allowable NHTF investment of **\$ 450,000** does not exceed the maximum allowable limit.

CERTIFICATION OF GOVERNMENTAL ASSISTANCE

Main Street Villas
Lebanon Virginia

The undersigned Project Owner or Project Sponsor hereby certifies to the Commonwealth of Virginia that the only additional forms of governmental assistance and private endowments to the project other than the State NHTF funds **(\$450,000)** are as follows:

1. DHCD- HOME- \$450,000
2. DHCD- VHTF- \$450,000
3. DHCD-HIEE- \$347,550
4. Deferred Developer Fee- \$231,101
5. Sponsor (VH, PDC, Town)- \$2,695,000
6. Investor Limited Partner- \$3,122,988

This certification is made as of this **25** day of **July**, 20**23**.

Main Street Villas, LLC.


Attest **Executive Director**
Title

Southwest Regional Housing Development Corporation


Attest **Executive Director**
Title

ARCHITECT CERTIFICATION SECTION 504 COMPLIANCE

Main Street Villas
Lebanon Virginia

The undersigned Project Architect hereby certifies to the Commonwealth of Virginia that the common spaces of all buildings associated with this rental project are in compliance with the Uniform Federal Accessibility Standards (UFAS), as required by Section 504 of the Rehabilitation Act of 1973.

18 units that have been developed to be accessible to persons with mobility impairments

1 units have been developed to be accessible to persons with sensory impairments, in accordance with UFAS.

This certification is made as of this 3rd day of August, 2023.



Attest

Douglas S. Williams AIA
The Lane Group, Inc.

VP Architecture

Title

CERTIFICATION ACCURACY

Main Street Villas
Lebanon Virginia


The undersigned Project Owner and Project Developer hereby certifies to the Commonwealth of Virginia that the project information contained in the NHTF Subsidy Analysis is accurate.

This certification is made as of this 25 day of July, 2023.

Main Street Villas, LLC.


By: Keith L. Viers

Its: Executive Director


Attest

Executive Director
Title

Southwest Regional Housing Development Corporation


Attest

Executive Director
Title

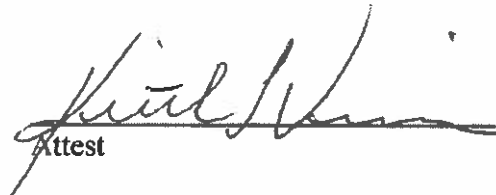
CERTIFICATION Ownership Entity/Partnership Composition

Main Street Villas
Lebanon Virginia

The undersigned Project Owner hereby certifies to the Commonwealth of Virginia that Ownership Entity is composed of the following members:

Names	Type of Ownership	% Ownership
Main Street Villas Management, LLC	Managing Member	.001%
VAHM, L.L.C. (proposed)	Special Investor Member	.009%
VCDC Equity Fund 27, L.L.C. (proposed)	Investor Member	99.99%
		100%

This certification is made as of this 25 day of July, 2023.

 _____
Attest Title **Executive Director**

**VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
VIRGINIA HOUSING TRUST FUND PROGRAM AGREEMENT**

This Agreement is entered into by and between the **VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** (the "Department" or "DHCD") a governmental instrumentality of the Commonwealth of Virginia, **SOUTHWEST REGIONAL HOUSING DEVELOPMENT CORPORATION** (the "Recipient" or "Developer") and **MAIN STREET VILLAS, LLC** (The "Owner").

The Funds provided for and which are the subject of this Agreement, have been appropriated by the Virginia General Assembly in fiscal year 2023 to support the preservation and production of affordable housing, and are allocated for this project, however, the Department reserves the right to modify, amend or terminate this Agreement due to the reduction or rescission of state funds by the Virginia General Assembly. The Funds are subject to, and this Agreement incorporates by reference, the terms, rules and conditions set forth in the Virginia Housing Trust Fund Application, plan and guidelines and related laws of the Commonwealth of Virginia.

Upon execution of this Agreement, the Department has approved the Recipient's request for a loan and the Department authorizes the Recipient to initiate activities and incur expenses associated with the **Main Street Villas** project in order to provide affordable housing. The Recipient agrees to comply with all of the terms and conditions of this Agreement, and all applicable State laws and requirements in its implementation of activities. The Recipient agrees to furnish in such a form as the Department may require, reports concerning the status of project activities and/or disposition of loan funds.

The Recipient shall hold the Commonwealth of Virginia, the Department, its agents and employees harmless from any and all claims and demands based upon or arising out of any actions by the Recipient, its employees, agents or contractors.

The Department reserves the right to modify, amend, or terminate this Agreement at any time during the term of this Agreement due to failure of the Recipient to comply with the terms and conditions of this Agreement and other documents set forth herein, or due to the loss, reduction or rescission of state funds from the Department.

- I. **Loan Amount** – The Department hereby awards a loan of **\$450,000** of Housing Trust Fund resources (the "Loan") to be used in a manner consistent with the proposed budget in the Affordable and Special Needs Housing application and the Scope of Eligible Activities, IV. The loan is intended to be for long-term permanent financing.
- II. **Term of Agreement** – This Agreement goes into effect upon execution/signing of this Agreement. The funding reservation will expire on August 15, 2026 (8/15/2026) after the execution/signing of this Agreement. DHCD reserves the right to de-obligate the fund reservation at any time in the case of the project not making sufficient progress toward completion. This funding reservation may be extended at DHCD's discretion if the Recipient

can demonstrate just cause. This VHTF Program Agreement will remain in effect until the expiration of the Affordability Period (as defined in Section V).

- III. **Budget** – The attached budget, including other funding sources and projected expenses to be paid with Housing Trust Fund loan, are herein incorporated as a part of this Agreement.
- IV. **Scope of Eligible Activities** – Main Street Villas (the “Project”) is the new construction of twenty-one (21) units of affordable rental housing across ten (10) buildings located at 1312 E Main Street, Lebanon, VA 24266 which will be made available to individuals or families with incomes at or below 80% of the Area Median Income.
- V. **Affordability Period** – The Recipient must assure that the developed/preserved units will be used for affordable housing in accordance with program requirements and those specified with this Agreement for at least 30 years from the completion of the project. The completion date is the date that DHCD receives a complete and accurate rent lease up report, or a complete and accurate completion report including beneficiary data for the project if HOME funds are included in the project. At the end of the Affordability Period, at DHCD’s sole discretion, the initial principal and any accrued interest shall be either repaid or forgiven, provided the recipient has been in compliance for 30 years. This affordability period shall be secured through a Deed of Trust. Deeds of Trust placed on the under the Virginia Housing Trust Fund may only be subordinated to other project financing with the approval of the Department. Should the Loan be subordinate to financing issued by Virginia Housing Development Authority (“Virginia Housing”), the Affordability Period shall be the greater of 30 years or the remaining term of the mortgage issued by Virginia Housing.
- VI. **Fund Disbursement** – The loan of \$450,000 will be for a term of 30 years at one percent (1%) interest, structured as an interest only must pay loan consisting of equal monthly interest payments. Payments shall be made in accordance with Virginia Housing loan servicing guidance. Funds will be disbursed to Virginia Housing for distribution at the project loan closing and must be used in accordance with the approved budget. Funds not disbursed by the expiration of this Agreement will be forfeited. Disbursements will be made by the Department on the basis of notification of the project loan closing date. The closing date must be confirmed by Virginia Housing. The total disbursement of Housing Trust Fund funds shall not exceed the loan dollar amount awarded in section I. of this Agreement. Should the anticipated closing not take place, funds will be held at Virginia Housing. Funds are intended to be used as long-term permanent financing. Notwithstanding anything to the contrary above, should the Loan be subordinate to financing issued by Virginia Housing Development Authority (“Virginia Housing”), the term of the Loan shall be the greater of 30 years or the remaining term of the mortgage issued by Virginia Housing. Other terms and conditions of the Loan will be as set forth in the loan commitment issued pursuant to this Agreement.
- VII. **Federal HOME Requirements** – If applicable, use of these funds results in a project that uses federal HOME Investment Partnerships Program funds, this Agreement shall be governed by all federal requirements pertaining to affordable housing projects developed

under the HOME program. The Recipient's failure to contact the Department in no way releases it from its responsibility to ensure compliance with federal HOME requirements in project construction, maintenance and management. This project does X does not include an allocation of HOME Funds.

- VIII. **Repayment Provision** – The Housing Trust Fund loan is to be repaid in accordance with the rate and terms outlined in Section VI. Virginia Housing will serve as the loan servicing entity. Failure to make payments in accordance with the prescribed payment schedule may result in foreclosure on the property.
- IX. **Access to Property** – The Recipient shall give DHCD unrestricted access to the property for inspections and site review.
- X. **Records and Reports** – The Recipient shall maintain records as prescribed by the Department. The Recipient shall give DHCD unrestricted access to records, files, books, papers and documents related to the administration of the Housing Trust Fund project. Records pertaining to activities funded pursuant to this Agreement shall remain intact and accessible for at least five years beyond the end of the affordability period. In the event a litigation claim or audit is initiated prior to expiration of the record retention period, records shall be retained until such action is resolved to DHCD's satisfaction. DHCD reserves the right to change reporting requirements for the Housing Trust Fund as needed to ensure compliance.
- XI. **Accounting Records** – The Recipient shall record in its accounting system all funds received by it pursuant to this Agreement. All costs to be supported by the Housing Trust Fund loan shall be documented by properly executed invoices, contracts, or vouchers. All checks, invoices, contracts vouchers, orders, or other accounting documents pertaining in whole or in part to any project activity funded with the Housing Trust Fund shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall be retained by the Recipient for a period of five years beyond the end of the affordability period, and shall be readily accessible to the Department during the course of the project. Should any litigation claim or audit be started before the expiration of the affordability period, the records shall be retained until such action is resolved.
- XII. **Audit** – The Recipient must submit an annual audit to DHCD within thirty days after receipt of the auditor's report and nine months after the end of the audited period.
- XIII. **Termination, Suspension, Conditions** – If through any cause, the Recipient fails to comply with the terms, conditions or requirements of this Agreement, the Department may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least five days prior to such action. In the case of Agreement violations by the Recipient and/or termination of the project before completion, the Department may make a written request that all or some of the Funds be returned even if

the Recipient has expended the Funds. The Recipient agrees to return such Funds as requested by the Department within 15 days of receipt of the written request.

- XIV. **Subsequent Contracts** – The Recipient shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the Funds are being provided to the Recipient. Any contractor or subcontractor, which is not the Recipient, shall comply with all the lawful requirements of the Recipient necessary to ensure that the project for which this assistance is being provided under this Agreement is carried out in accordance with the Recipient's assurance and certifications.
- XV. **Federal Match** – Virginia Housing Trust Fund expenditures associated with this funding commitment will be used to meet the State's federal HOME program match requirement and may not be utilized for any subsequent match requirement without permission from the Department.
- XVI. **Miscellaneous** – This Agreement constitutes the entire and final Agreement between the parties with respect to the reserved funds and supersedes all prior negotiations. This Agreement is contingent upon the availability of Housing Trust Fund funds. This Agreement may be amended only in writing signed by DHCD and the Recipient. This Agreement may be terminated for convenience upon 30 days written notice by any party hereto. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. All provisions contained herein are severable and should any provision be held invalid by a court of competent jurisdiction the remaining provisions shall remain in full force and effect.
- XVII. **ADDITIONAL ASSURANCES AND CONDITIONS:**

The Recipient hereby assures and certifies that:

It possesses legal authority to execute this Agreement;

It will ensure that resources are available to provide the housing units purchased through this Agreement at affordable rents to the targeted population for at least a period of 30 years.

That any additional funds needed to complete the Scope of Eligible Activities (IV) are committed and available for uses.

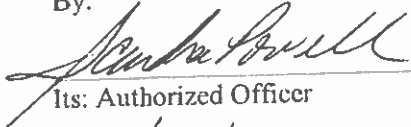
XVIII. **DEED OF TRUST**

The owner/developer agrees to place a Deed of Trust on the developed/preserved units to ensure that they are used for affordable housing for the targeted population for a period of 30 years. Should the property use be changed during the Affordability Period, the loan funds must be immediately re-paid in full to the Virginia Housing Trust Fund in accordance with the terms of this Agreement.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

Virginia Department of Housing and
Community Development

By:



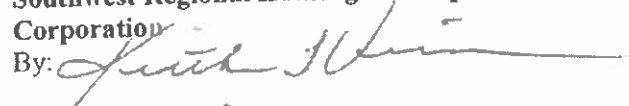
Its: Authorized Officer

10/13/23

Date

Southwest Regional Housing Development
Corporation

By:



EXECUTIVE DIRECTOR

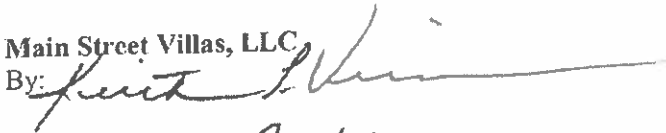
Title:

7/23/23

Date

Main Street Villas, LLC

By:



EXECUTIVE DIRECTOR

Title:

7/23/23

Date



**AFFORDABLE AND SPECIAL NEEDS HOUSING PROGRAM
HOME PROGRAM AGREEMENT**

THIS PROGRAM AGREEMENT made and entered into this 3rd day of November 2023 by and between **SOUTHWEST REGIONAL HOUSING DEVELOPMENT CORPORATION** (hereinafter referred to as “the Developer”) and **MAIN STREET VILLAS, LLC** (hereinafter referred to as “the Owner”) and the **VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** (hereinafter referred to as “DHCD”).

I. DEFINITIONS

- a. **The DEVELOPER** – is hereby identified as Southwest Regional Housing Development Corporation, who will develop the project and is hereinafter referred to as “Developer”.
- b. **The PROJECT OWNER** – is hereby identified as Main Street Villas, LLC., and is hereinafter referred to as “Owner”.
- c. **The PROJECT NAME** - is hereby identified as Main Street Villas, a DHCD-assisted Affordable and Special Needs Housing project, and is hereinafter referred to as the “Project”.
- d. **PARTICIPATING JURISDICTION** – is hereby defined as the Virginia Department of Housing and Community Development, the funding entity for Affordable and Special Needs Housing funds, including National Housing Trust Fund and HOME Investment Partnerships Program funds, and is hereinafter referred to as “DHCD”.

WITNESSETH:

WHEREAS, the Project Developer and Project Owner has applied to DHCD for permanent finance funding for the Project located in city/county of **Russell, Virginia**; and

WHEREAS, based upon the representations, statements and warranties contained in the Application, exhibits, underwriting and subsidy analysis, and any amendments thereto filed with, and accepted by DHCD, DHCD has approved funding for the Project; and

WHEREAS, the Developer, Owner, and DHCD desire to work together to provide such funding assistance in the amount and subject to the terms and conditions set forth below in the area to be served as set forth by this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

II. Reservation of Funds

The Developer and Project Owner hereby accepts the reservation of **\$450,000** in HOME Investment Partnership Funds (hereinafter referred to as "HOME funds") for a permanent financing gap for the development of this rehabilitation or new construction project. HOME is funded by the U.S. Department of Housing and Urban Development (HUD) through the Federal HOME Investment Partnership Program which was signed into law as Title II of the Cranston-Gonzalez National Affordable Housing Act in 1990.

III. Project Description and Requirements

"Project Owner": Main Street Villas, LLC.

"Project Name": Main Street Villas

Project Address and Locality: 1312 E Main Street, Lebanon, VA 24266

Property Management Entity: Cumberland Plateau Regional Housing Authority

Total Development Cost: \$7,746,639

Purpose of the Award: To develop an affordable housing project that provides a total of **21** units of affordable housing. Under the HOME Program Agreement the Project shall have no less a total of 5 Floating HOME-assisted units, of which 20% will be available for households at or below 50% AMI. The HOME-assisted units will be subject to the applicable HOME Program rent limits identified in this Agreement. 100% of the HOME-assisted units shall target incomes at or below 60 and 50 percent of the Area Median Income (AMI).

The project must maintain accessible units for residents with mobility impairments and accessible units for residents with sensory impairments as identified in its Affordable and Special Needs Housing application as approved by DHCD. Based on representations made to DHCD in the Affordable and Special Needs Housing Program application approved by DHCD, a total of **21 units** will be accessible and meeting at least minimum Section 504 requirements.

DHCD's underwriting has been performed using supporting data provided by the Developer in the Affordable and Special Needs Housing Program application, to include the approved development budget, operating pro-forma, and detailed construction timeline.

AN UPDATED DEVELOPMENT BUDGET, OPERATING PROFORMA AND DETAILED TIMELINE MUST BE ATTACHED SUBMITTED WITH THIS EXECUTED AGREEMENT.

IV. Required Affordability Periods

a. Federal Affordability Period

The Project Owner must assure that the property will meet all HOME Program requirements and those specified within this Agreement for a minimum affordability period of no less than **15 years** in the case of a rehabilitation project, or no less than **20 years** in the case of new construction from the completion of the HOME-assisted project (the “Affordability Period”). The Affordability Period will begin on the date that DHCD receives a complete and accurate HUD project completion report, including beneficiary, rent and occupancy data, for the Project and that information is entered into HUD’s Integrated Disbursement & Information System.

HOME-assisted units must provide affordable housing for the targeted income qualified households for the duration of the Affordability Period. The Affordability Period cannot begin prior to completion of construction. If there are any vacant HOME-assisted units six (6) months following the commencement of the Affordability Period, the Project Owner must submit documentation to DHCD to demonstrate how it will market the unit(s). If any unit remains vacant 18 months from project completion, this will be considered a breach of contract (failure to provide affordable housing) and the Project Owner will be required to repay any HOME funds that were invested in these units. When other affordable housing resources are combined with HOME funds, which require either a 15-year or a 20-year Affordability Period as identified above, the Project Owner must assure that the property will meet the most stringent Affordability Period.

b. Virginia Extended Compliance Period

In addition to and separate from the federal Affordability Period, the Project Owner hereby agrees to be subject to an extended compliance period of an additional 10 or 15 years beginning at the end of the Affordability Period (the “VA Extended Compliance Period”). Unless agreed to otherwise in writing by DHCD, in no event shall the terms of the Affordability Period and the VA Extended Compliance Period add to less than 30 years. Should the Loan Documents be subordinate to financing issued by Virginia Housing Development Authority (“Virginia Housing”), the VA Extended Compliance Period may extend beyond 10 or 15 years and shall not terminate prior to the remaining term of the mortgage issued by Virginia Housing.

Federal HOME compliance requirements shall only apply during the Affordability Period. During the VA Extended Compliance Period, state compliance requirements shall apply, which shall be as set forth in the Loan Documents.

V. Unit Designation

The assisted unit mix containing **5 HOME** rent units must be maintained throughout the applicable project Affordability Period. Noncompliance is allowable on a temporary basis only if a tenant’s income increases. IRS rules regarding over income tenants in LIHTC are govern. Rents may need to be adjusted if tenant income exceeds limits. HOME-assisted tenant households must earn less than 50 or 60 percent AMI as applicable. The assisted units are floating units within the project and consist of the following unit mix:

HOME Unit Mix		
<i>Number of Bedrooms</i>	<i>Number of HOME Assisted-Units</i>	<i>Type of unit</i>

Efficiency	5	See rents below 1 @ 50% AMI
One-Bedroom Units	5	
Two-Bedroom Units	5	
Three-Bedroom Units	5	
Total HOME-assisted units	5	

VI. Rent Limits

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

HOME Program Rent limits are inclusive of all rent a client and/or tenant-based voucher pays, and utilities that must be paid by the tenant. The Project Owner may not charge any rents that are higher than the applicable HUD-issued Program rent limits with the exception of project-based subsidies. HUD-issued Program rent limits include utilities. This means that if the tenant is paying any utilities, the Project Owner must deduct the applicable utility allowance (discussed in the following section) from the applicable HUD-issued HOME Program rent limits in order to determine the maximum amount of rent that can be charged for each unit type. **Rents are based on the Rent Schedule included in Exhibit A and are approved as follows:**

<i>HOME Unit Rents</i> <i>(rent includes utilities)</i>			
<i>Number of Bedrooms</i>	<i>Proposed Home Assisted Pro-forma rent</i>	<i>Low HOME Unit Rent Limit</i>	<i>High HOME Unit Rent Limit</i>
<i>Efficiency</i>	<i>\$XXX</i>	<i>\$XXX</i>	<i>\$XXX</i>
<i>One-Bedroom Units</i>	<i>\$555</i>	<i>\$602</i>	<i>\$602</i>
<i>Two-Bedroom Units</i>	<i>\$XXX</i>	<i>\$XXX</i>	<i>\$XXX</i>
<i>Three-Bedroom Units</i>	<i>\$XXX</i>	<i>\$XXX</i>	<i>\$XXX</i>
<i>Four-Bedroom Units</i>	<i>\$XXX</i>	<i>\$XXX</i>	<i>\$XXX</i>

VII. Projects/units with Project-based rental assistance

The Project will have at least **21 project-based vouchers** available for tenants. HOME Program regulations allow the owner of the rental project to charge up to the project-based program rent limit provided:

- The unit receives project-based assistance;
- The unit is occupied by an income eligible tenant and
- Tenant does not pay more than 30 % of adjusted income for housing.

Section 8 Project-Based Vouchers may be made available to HOME-assisted units. When project-based assistance from other HUD programs is provided to HOME units, the rents are based on the rent requirements of that program.

VIII. Rents during the Affordability Period

Each year, HUD issues updated rent limits for the HOME Program. DHCD will notify the Project Owner when these updates are issued. At no time can the rents be increased above the applicable program rent limits that are in effect throughout the Affordability Period, with the exception of project-based subsidies. **DHCD must approve any rent increase for these units throughout the Affordability Period.**

The current HOME Rent limits are available here:

<https://www.hudexchange.info/programs/home/home-rent-limits>

IX. Utility Allowances

If onsite electrical and water/sewer utilities are not provided onsite by a local Cooperative or by the locality, the Project Owner must submit to DHCD a project-specific utility allowance using HUD's Utility Schedule Model which is available at:

<https://www.huduser.gov/portal/resources/utilallowance.html>.

The property Owner is required to annually update the utility schedule and submit the updated schedule to DHCD for annual review.

X. Property Standards

All units being constructed must comply with local and applicable State Codes and Ordinances. Prior to expending the funds, and before the occupancy, the State will require a fully executed AIA G704, certificate of substantial completion in the case of a rehabilitation project or a Certificate of Occupancy in the case of new construction. A copy of the G704 or Certificate of Occupancy will be kept in the State's HOME project file to document that the property standards requirement under the HOME program have been met.

Federal accessibility standards of Section 504 of the Rehabilitation Act of 1973 apply to the Project in all accessible units and common spaces. The Project must have and maintain the required number of accessible units for residents with mobility impairments and accessible units for residents with sensory impairments as identified in its Affordable and Special Needs Housing application as approved by DHCD. Individual units can be both accessible for residents with mobility impairments and accessible for residents with sensory impairments. The accessible units and the common spaces must meet the Uniform Federal Accessibility Standards (UFAS) throughout the Affordability Period. These standards are available online at <https://www.access-board.gov/aba/ufas.html>.

The Project is NOT subject to the lead-based paint requirements of 24 CFR Part 35 Subparts A, B, J, K, M, and R for pre-1978 units. For all pre-1978 properties, the owner must disclose any known or potential lead-based paint risks to each tenant at move-in and lease renewal; the tenant must sign the notice to document receipt. In addition, visual inspections must be conducted annually or at unit turnover (whichever is sooner) to check for peeling, flaking, or deteriorating paint. For more information on the lead-based paint requirements, please see the *Lead Safe*

Housing Policies and Procedures guide on DHCD's website at: <http://www.dhcd.virginia.gov/images/Housing/Lead-Safe-Housing-Rule-Procedures.pdf>.

DHCD reserves the right to inspect the property and any assisted units at any point throughout the Affordability Period. It expects to conduct onsite property inspections upon project completion and at a minimum of every three years and will include property common areas for all project buildings and a sample of assisted units. All assisted projects must maintain the property standards applicable (state and local codes and ordinances) at the time of project completion throughout the 30 year Affordability Period.

Project owner must submit an annual certification to DHCD that each building and all assisted units in the project are suitable for occupancy, in consideration of these property standards requirements.

XI. Income Eligibility

HOME Program regulations require income verification for all prospective tenants of HOME-assisted units. DHCD's Affordable and Special Needs Housing program rules specify that owners of HOME-assisted rental properties use the Section 8/Part 5 definition of income for income verification. State officials will monitor the income verification process to ensure that the initial occupants comply with Program requirements. HUD will adjust HOME program income limits annually. Therefore, incomes are required to be verified annually. Property owners are required to use source documentation to verify an applicant's income upon initial occupancy and every 6th year of the Affordability Period. Income recertification should occur on either:

- The anniversary date of initial verification; or
- Lease renewal date; or
- An annual date established for all tenant incomes in the project to be verified.

For years when the Project Owner is not required to use *source documentation*, it must require tenants to self-certify their income. Tenants are considered over-income if their incomes rise above the applicable income limit for the type and size of HOME-assisted unit they lease (HOME Program Rent).

In the event tenant incomes rise or fall at the time of annual income re-certification, the Project Owner must maintain the original HOME-assisted unit mix and/or adjust unit rents to remain in compliance with HOME program regulations. HUD has issued guidance on how to manage the rental unit mix under HOME which is available in the model guide *Compliance in HOME Rental Projects: A Guide for Property Owners* which is available here: <https://www.hudexchange.info/resource/2395/compliance-in-home-rental-projects-a-guide-for-property-owners/>.

In projects with both HOME funds and Low Income Housing Tax Credits, a tenant is not considered over-income until their income is greater than 140 percent of the applicable current qualifying income limit for the household size. For more information on HOME and the Low

Income Housing Tax Credit program, please see the *HOME and the Low Income Housing Tax Credit Guidebook*.

It is the property owner's responsibility to ensure compliance with HOME Program rents and income limits throughout the applicable Affordability Period. Temporary noncompliance is allowed in the event a tenant's income rises or falls, but any instance of temporary noncompliance must be mitigated as soon as possible by filling the next available unit with an income eligible tenant, as a HOME-assisted unit.

XII. Maximum HOME Income Limits

The HOME Program publishes income limits on an annual basis. All HOME units must be targeted to Moderate and Low Income individuals. DHCD will provide the property manager with the annually updated HOME Program income limits at the time they are published by HUD. The income limits and occupancy restrictions are established for the HOME Program and will be enforced on the HOME-assisted units. Income calculations are based on the Section 8 income definition. The following table shows the current HOME Program income limits for the Project.

Project Location: Russell County, VA MSA
HOME Program Income Limits for 2023

HUD HOME Program Income Limits								
	1 Person	2 Person	3 Person	4 person	5 Person	6 Person	7 Person	8 Person
50%	24750	28250	31800	35300	38150	40950	43800	46600
60%	29700	33900	38160	42360	45780	49140	52560	55920

These limits are the maximum amount of annual gross income a household can have and be eligible to occupy a HOME-assisted unit. Annual income limits are published at: <https://www.hudexchange.info/programs/home/home-rent-limits/>

XIII. Lease requirements and prohibited lease terms

The lease between a tenant and an owner of rental housing assisted with HOME funds must be in writing and for not less than one year, unless by mutual agreement between the tenant and the owner. All tenants in DHCD-funded HOME-assisted rental projects must sign the Virginia Department of Housing and Community Development HOME Unit Lease Addendum, when they sign the lease for their HOME-assisted unit. Termination of tenancy may only be for good cause, in accordance with 92.253(c).

The lease must not contain any of the following prohibited lease terms:

- (1) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- (2) Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after

the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;

(3) Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

(4) Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

(5) Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(6) Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;

(7) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

(8) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

(9) Mandatory services. The tenant may not be required to participate in any services as part of tenancy in a HOME-assisted unit unless the housing is specifically designed as transitional housing.

XIV. Prohibition against Unreasonable Fees

The Project Owner may not impose any fees on low-income applicants or tenants of the project, other than those that are reasonable and customary for non-assisted housing in the area (such as a credit report fee).

XV. Tenant Selection

The Project Owner must adopt a DHCD-approved written tenant selection policies and criteria that:

- (1) Are consistent with the purpose of providing housing for extremely low-income, very low-income and low-income families;
- (2) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
- (3) Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
- (4) Give prompt written notification to any rejected applicant of the grounds for any rejection.

XVI. Marketing Accessible Units

The Project Owner must offer accessible units to the following potential occupants who might require or benefit from the accessibility feature(s) of the unit, in this order of priority: (1) a current

occupant of the property; (2) an eligible qualified applicant on the waiting list; (3) the disabled community at-large; and (4) a nondisabled person on the waiting list. Accessible units must be listed as available on Virginia Housing Search. Note, a nondisabled tenant may rent an accessible unit *only* when the property manager has made all reasonable efforts to attract a tenant with a disability, and has followed the above steps.

XVII. Marketing of Special Needs Units

Developer has agreed to designate units for tenants with intellectual/developmental disabilities per the allocation of Low Income Housing Tax Credits.

Tenant selection plans must include a provision for selection of tenants for special needs targeted units. Vacant units must be held vacant for 60 days or until leased to targeted special needs population. All vacant special needs units must be listed on Virginia Housing Search.

XVIII. Monitoring

Requirements include compliance with annual rent and occupancy reporting, annual financial reporting, and housing quality standard/inspections depending on project size. DHCD will verify rent and occupancy reporting and HOME program compliance through onsite file reviews and monitoring. Project Owners that are unable to remedy events of noncompliance following notice and opportunity to cure as set forth in this Agreement will not be eligible for additional funding through DHCD and may be required to return the full amount of the original HOME investment. For projects with operating costs that significantly exceed operating revenue within the Affordability Period, DHCD reserves the right to require one or more of the following as resolutions:

- Development of improved management procedures;
- Technical assistance for specific issues provided by DHCD, HUD, or a HUD-provided consultant;
- Project financial reporting and monitoring
- Additional owner funds commitment;
- Change in property management agency;
- Utilization of project reserves;
- Modification of HOME financing terms;
- Transfer of project ownership
- Foreclosure.

XIX. Other Federal Requirements

The Project Owner certifies that it will comply with all other applicable federal regulations.

These regulations are specified in the current DHCD Affordable and Special Needs Housing Program guidelines and by HOME regulations which can be found on the ASNH HOME webpage: <https://www.dhcd.virginia.gov/home-funds>.

These other federal requirements include but are not limited to the following: The Project Owner certifies that it will comply with the following:

1. All HOME requirements at 24 CFR Part 5, Subpart A
2. Performance Reporting requirements;
3. Affirmative Marketing at 24 CFR 92.351;
4. Displacement, relocation, and acquisition at 24 CFR 92.353;
5. Federal labor standards at 24 CFR 92.354 (if applicable);
6. Conflict of Interest requirements at 24 CFR 92.3569(f);
7. Nondiscrimination and Civil Rights requirements at 24 CFR 92.350;
8. Uniform Administrative requirements:

(a) Governmental entities. The requirements of OMB Circular No. A-87 and the following requirements of 24 CFR part 85 apply to the participating jurisdiction, State recipients, and any governmental subrecipient receiving HOME funds: §§ 85.6, 85.12, 85.20, 85.22, 85.26, 85.32 through 85.34, 85.36, 85.44, 85.51, and 85.52.

(b) Non-profit organizations. The requirements of OMB Circular No. A-122 and the following requirements of 24 CFR part 84 apply to subrecipients receiving HOME funds that are nonprofit organizations that are not governmental subrecipients: §§ 84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73.

[If/Developer is a non-profit, (b) above applies]

9. Equal Participation of Religious Organizations requirements;
10. Drug-Free Workplace requirements; and
11. Violence Against Women Reauthorization Act of 2013 (VAWA)

The Project Owner agrees to make available all agency and program participant records to the Commonwealth of Virginia, HUD and the HUD Inspector General upon request.

XX. Repayment Provision for Failure to Comply

If the Project Owner fails to comply with all applicable HOME program requirements, throughout the required Affordability Period, and such failure comes after any notice and cure period provided for under Section 8 of this Agreement, DHCD may require the Project Owner to return the full amount of the HOME assistance to DHCD.

XXI. Term of Agreement

The project must be completed by August 15, 2026 (8/15/2026). No choice-limiting activity can commence on the project prior to execution of this Agreement. Environmental Record Review requirements must be documented and all funding contingencies must be finalized prior to the execution of this agreement. DHCD reserves the right to de-obligate this fund reservation at any

time in the case of a project not making sufficient progress towards project completion and meeting the terms of this agreement. DHCD will notify the Project Developer and/or Owner in writing of any potential or perceived breach of this agreement within 30 days of DHCD's knowledge of same. The Project Developer and/or Owner will be provided 30 days from the date of the notice to correct and/or respond to the breach. In the event that the Project Developer and/or Owner cannot implement a remedy for the breach that is acceptable to DHCD, DHCD may initiate any such action outlined in this Agreement, permitted by the HOME program regulations, or at law or equity. This funding reservation will expire one year after the execution of this Agreement when construction has failed to commence. This Agreement may be extended at DHCD's discretion if the Project Developer and/or Owner can demonstrate just cause.

This program Agreement will remain in effect throughout the Affordability Period, as required by 24 CFR 92.504(c)(3)(ix) and 24 CFR 93.302(d)(1).

XXII. Funds Disbursement

HOME regulations require that Project Owner cannot request funds until they are needed for payment of HOME eligible costs; and, the amount of disbursement is limited to the amount needed.

DHCD funds are provided as must-pay permanent finance gap funding and will not be disbursed until the property's AIA G704 or Certificate of Occupancy, certifying that the property meets all local and state codes and DHCD rehabilitation standards as applicable has been provided by the borrower.

XXIII. Records and Reports

The Project Owner is required to submit the following reports to DHCD:

- (1) Annual rent and occupancy reports, including information on any unit substitutions that were made in order to maintain unit mix (in either February or September),
- (2) Annual financial reports that are in sufficient detail that DHCD can fairly evaluate the financial condition of the property, and
- (3) Annual certification that each building and all HOME-assisted units in the project are suitable for occupancy.

The annual rent and occupancy and financial reports must be submitted electronically to DHCD through the through DHCD's CAMS website.

Throughout the construction period, the Project Owner must submit quarterly progress reports to DHCD through the CAMS website to demonstrate appropriate timeline milestones are being met.

The Project Owner shall maintain records as prescribed by DHCD. The Project Owner shall give DHCD and HUD unrestricted access to records, files, books, papers, and documents related to the administration of the HOME program. Records pertaining to activities funded pursuant to this Agreement shall remain intact and accessible for at least five years beyond the end of the

Affordability Period. Records of individual tenant income verifications, project rents, and project inspections must be retained for the most recent five year period, until five years after the Affordability Period terminates. Initial lease up information must be retained and accessible for at least five years after the end of the Affordability Period. In the event any litigation claim or audit is initiated prior to expiration of the record retention period, records shall be retained until such action is resolved to DHCD's satisfaction. DHCD reserves the right to change the reporting requirements as needed to ensure regulatory compliance.

The Project Owner shall record in its accounting system all project payments received by it pursuant to the HOME and all other funds provided for, accruing to, or otherwise received on account of the HOME Fund. All costs, including paid services contributed by the Project Owner, charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing the nature and propriety of the charges. All checks, payrolls, invoices, contract, vouchers, orders or other accounting documents pertaining in whole or in part to any project activity funded with the Fund shall be clearly identified, readily accessible, and separate and distinct from all other such documents. All accounting records shall reside at the project owner's office.

XXIV. Enforcement

In accordance with 24 CFR 85.43, DHCD reserves the right to modify, amend, suspend or terminate this Agreement at any time during the term of this Agreement due to material failure of the Owner to comply with the terms and conditions of this Agreement and other Documents set forth by reference herein. DHCD will notify the Project Owner in writing of any potential or perceived breach of this agreement within 30 days of DHCD's knowledge of same. The Project Owner will be provided 30 days from the date of the notice to correct and/or respond to the breach. In the event that the Project Owner cannot implement a remedy for the breach that is acceptable to DHCD, DHCD may initiate any such action outlined in this Agreement, permitted by the HOME program regulations, or at law or equity.

Project Owner with unresolved findings or compliance issues will not be eligible for additional funding through DHCD and may be required to return the full amount of the original HOME investment.

This Agreement will be enforced by a covenant running with the land, deed restriction and/or deed rider which describes the process for ownership transfer of the project and in the event of default that remains uncured following any applicable notice and cure period, repayment of the HOME funds expended on the unit(s) during the Affordability Period.

Deed restrictions will be incorporated into any notes or mortgages between the Participating Jurisdiction and the Owner, as a condition of funding for this development. These provisions must be enforced through deed restrictions, covenants running with the land, or similar legal mechanisms.

The terms and conditions of this Agreement shall extend and inure to the benefit of and be binding upon the respective successors, heirs, and assigns of the parties hereto. All indemnifications

contained in this Agreement shall survive the completion of activities funded with HOME funds pursuant to this Agreement, until the expiration or termination of this Agreement.

XXV. Hold Harmless Provision

The Project Owner shall, within limitations placed on such entities by state law, hold harmless the Commonwealth of Virginia, DHCD and their respective agents, officers, and employees from all claims and actions, all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Project Owner. Any contractor hired in connection with the administration HOME Funds shall, within limitations placed on such entities by state law, save harmless the Commonwealth of Virginia, DHCD and their respective agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the Commonwealth of Virginia, DHCD, and their respective agents, officers, and employees for all the hereinbefore described expenses, claims, actions, or amounts recovered consistent with the conditions herein.

XXVI. Audit

The Project Owner must submit an annual audit to DHCD in accordance with federal audit standards. Audit thresholds and requirements are outlined in OMB Circular A-133.

XXVII. Financial Management

The Project Owner agrees to comply with Federal financial management guidelines, as outlined in 24 CFR Part 85, for the duration of the project period.

XXVIII. Miscellaneous

This Agreement constitutes the entire and final agreement between the parties with respect to the reserved funds and supersedes all prior negotiations. This Agreement is contingent upon the availability of HOME funds. This Agreement may be amended only in writing signed by DHCD and the Project Owner. In accordance with 24 CFR 85.44 this Agreement may be terminated for convenience upon 30 days written notice by any party hereto. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. All provisions contained herein are severable and should any provision be held invalid by a court of competent jurisdiction the remaining provisions shall remain in full force and effect.

XXIX. Provisions for Community Housing Development Organizations (CHDOs) [if applicable]

If this Project is being funded through DHCD HOME CHDO set-aside funds and developed by a DHCD state-certified CHDO, all federal regulations related to CHDO set aside funds at 24 CFR 92.300, 24 CFR 92.301, 24 CFR 92.302, and 24 CFR 92.303 apply to this project.

The CHDO Developer or Owner must demonstrate its financial accountability standards conforms to the requirements detailed in 24 CFR 82.21, "Standards for Financial Management Systems," by one of the following methods:

- Providing a notarized statement by the president or chief financial officer of the organization.
 - Furnishing a certification from a certified public accountant.
- OR**
- Supplying HUD with an approved audit summary.

The CHDO must adhere to a fair lease and grievance procedure and follow its tenant participation plan in making management decisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by their duly authorized representatives, as of the day and year first above written.

Main Street Villas, LLC.

By: Keith L. Viers Its: Executive Director

Signature: [Signature] Date: 11/03/2023

COMMONWEALTH OF Virginia COUNTY/CITY OF Russell TO WIT:

Subscribed, sworn to and acknowledged before me by Pamela Whited this 3rd day of November, 2023.

My Commission Expires: 8.31.25

Pamela Whited

Notary Public of Virginia



Southwest Regional Housing Development Corporation

By: Keith L. Viers Its: Executive Director

Signature: [Signature] Date: 11/03/2023

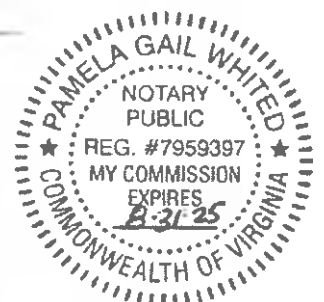
COMMONWEALTH OF Virginia COUNTY/CITY OF Russell TO WIT:

Subscribed, sworn to and acknowledged before me by Pamela Whited this 3rd day of November, 2023.

My Commission Expires: 8.31.25

Pamela Whited

Notary Public of Virginia



VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By: Sandra Powell Its: authorized officer

Signature: *Sandra Powell* Date: 11/6/2023

COMMONWEALTH OF Virginia COUNTY/CITY OF Richmond
TO WIT:

Subscribed, sworn to and acknowledged before me by Sandra Powell this
6th day of November, 2023

My Commission Expires: May 31, 2027

Angela C Wilson

Notary Public of Virginia





Main Street Villas
Lebanon, Virginia

2023

Purpose

The U. S. Department of Housing and Urban Development's (HUD) HOME Investment Partnership Program regulations in Title 24 CFR Part 92.250(b) and HUD CPD Notice 98-01 require an underwriting and subsidy layering review before committing HOME and/or HOME funds to a project. The state is proposing funding this from the **AFFORDABLE AND SPECIAL NEEDS HOUSING PROGRAM SUBMISSIONS**. The project does X / does not have commitments of Low Income Housing Tax Credits. The state performed a review prior to committing the state HOME funds and believed the project was acceptable. This is the formal Subsidy Layering Analysis for this development, which clearly establishes that the HOME Program funds are needed funds to complete the financial funding for this project.

This Subsidy Layering Analysis is being performed to document the review process and to insure that the state did not invest any more HOME funds, in combination with other governmental assistance, than was necessary to provide affordable housing. The state is conducting this Subsidy Layering Analysis to determine whether the amount of state HOME funds provided was the least amount necessary to accomplish the affordable housing objectives of the project.

The Commonwealth of Virginia will make a **2023 AFFORDABLE AND SPECIAL NEEDS HOUSING PROGRAM SUBMISSIONS** HOME funding commitment for the Project.

Amount
\$450,000

DHCD anticipates providing the **\$450,000 in HOME** funds as a deferred principal loan at one percent (**1% interest only**), throughout the **20-year HOME** compliance period. The loan will be evidenced by one or more promissory notes which will be secured by a deed of trust and such other loan documents as may be required by DHCD (the "Loan Documents"). At the end of the **20-year HOME compliance term**, the Recipient hereby agrees to be subject to an extended compliance period of an additional **10 years** with no HOME compliance requirements but instead the state compliance requirement as set forth in the Loan Documents (the "VA Extended Compliance Period") assuring affordability for a total of 30 years. During the additional **10 years**, no principal payments will be due, with principal continuing to be deferred. At the end of the additional **10 years**, the initial principal and any accrued interest shall be forgiven or repaid, at DHCD's sole discretion, provided the recipient has been in compliance for a total of 30 years. Should the Loan Documents be subordinate to financing issued by Virginia Housing Development Authority ("Virginia Housing"), the VA Extended Compliance Period may extend beyond 10 or 15 years and shall not terminate prior to the remaining term of the mortgage issued by Virginia Housing. During the VA Extended Compliance Period, the Loan Documents shall require payments of interest only, and payments of principal will continue to be deferred until the maturity date stated in the Loan Documents. At the end of the VA Extended Compliance Period, the initial principal and any accrued interest shall be forgiven, provided the Project Owner has remained in compliance throughout the Affordability Period and VA Extended Compliance Period.

The total development costs are \$7,746,639 for the project.

The total source of funds and amounts include (do not include HOME funds):

1. DHCD- NHTF- \$450,000
2. DHCD- VHTF- \$450,000
3. DHCD-HIEE- \$347,550
4. Deferred Developer Fee- \$231,101
5. Sponsor (VH, PDC, Town)- \$2,695,000
6. Investor Limited Partner- \$3,122,988

The total **HOME funds** committed by the Participating Jurisdiction in comparison to the total development budget provided by the Owner translates to a minimum of 5 HOME-assisted units. The state and the Project Owner have determined that they will designate 5 units as HOME-assisted units in this development.

Based on the documentation provided, verification of funds @ **\$7,296,639** and documented expenses the financing package results in a subsidy shortfall of \$450,000.

Underwriting Criteria

Maximum HOME Per-Unit Subsidy (by HUD regulations)

HUD is required to undertake rulemaking to establish new maximum per-unit subsidy limits for the NHTF Program because it is no longer updating and publishing limits for the Section 221(d)(3) mortgage insurance program. Based on the above, the limits **effective April 7, 2023** are calculated as follows:

Bedrooms	Base	HCP limit cap	Max. Subsidy
0	\$72,088	240%	\$173,011
1	\$82,638	240%	\$198,331
2	\$100,490	240%	\$241,176
3	\$130,002	240%	\$312,005
4+	\$142,701	240%	\$342,482

The project will consist of the HOME assisted units identified below:

- efficiency
- 5 one -bedroom units
- two-bedroom units
- three-bedroom units
- four+-bedroom units

The maximum allowable subsidy for the required HOME-assisted units in the project is **\$991,655**. (Calculated based on the number of bedroom units x the maximum allowable subsidy)

The **\$450,000** combined HOME investment identified here is well under the allowable maximum subsidy limit.

TOTAL AMOUNT OF HOME FUNDS REQUIRED	\$450,000
AMOUNT NEEDED TO FILL THE GAP	\$450,000
GAP REMAINING	-0-

CERTIFICATION OF GOVERNMENTAL ASSISTANCE

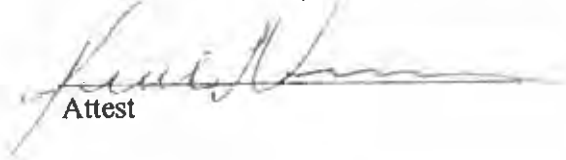
Main Street Villas
Lebanon, Virginia

The undersigned Project Owner hereby certifies to the Commonwealth of Virginia that the only additional forms of governmental assistance and private endowments to the project other than the State HOME/HOME funds (**\$450,000**) are as follows:

1. DHCD- NHTF- \$450,000
2. DHCD- VHTF- \$450,000
3. DHCD-HIEE- \$347,550
4. Deferred Developer Fee- \$231,101
5. Sponsor (VH, PDC, Town)- \$2,695,000
6. Investor Limited Partner- \$3,122,988

This certification is made as of this 3rd day of November, 2023.

Main Street Villas, LLC.


Attest

Executive Director
Title

Southwest Regional Housing Development Corporation


Attest

Executive Director
Title

ARCHITECT CERTIFICATION SECTION 504 COMPLIANCE

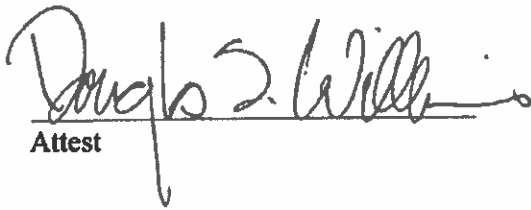
Main Street Villas
Lebanon, Virginia

The undersigned Project Architect hereby certifies to the Commonwealth of Virginia that the common spaces of all buildings associated with this rental project are in compliance with the Uniform Federal Accessibility Standards (UFAS), as required by Section 504 of the Rehabilitation Act of 1973.

18 units that have been developed to be accessible to persons with mobility impairments

1 unit has been developed to be accessible to persons with sensory impairments, in accordance with UFAS.

This certification is made as of this 6th day of November, 2023.



Attest

VP Architecture
Title

Douglas S. Williams, AIA
Then Lane Group, Inc.

CERTIFICATION ACCURACY

Main Street Villas
Lebanon, Virginia

The undersigned Project Owner and Project Developer hereby certifies to the Commonwealth of Virginia that the project information contained in the HOME/HOME Subsidy Analysis is accurate.

This certification is made as of this 3rd day of November, 2023.

Main Street Villas, LLC.

By: Keith L. Viers

Its: Executive Director


Attest

EXECUTIVE DIRECTOR
Title

Southwest Regional Housing Development Corporation


Attest

EXECUTIVE DIRECTOR
Title


CERTIFICATION Ownership Entity/Partnership Composition

Main Street Villas
Lebanon, Virginia

The undersigned Project Owner hereby certifies to the Commonwealth of Virginia that Ownership Entity is composed of the following members:

Names	Type of Ownership	% Ownership
Main Street Villas Management, LLC	Managing Member	.001%
VAHM, L.L.C. (proposed)	Special Investor Member	.009%
VCDC Equity Fund 27, L.L.C. (proposed)	Investor Member	99.99%
		100%

This certification is made as of this 3rd day of November, 2023.


Attest

Executive Director
Title



FALL 2023 AFFORDABLE AND SPECIAL NEEDS HOUSING PROGRAM AWARDS

Organization	Project Name	Locality	Award
Arlington Partnership for Affordable Housing	Crystal House Six	Arlington County	\$3,800,000
Surber Development and Consulting LLC	Bellevue Gardens	City of Richmond	\$3,800,000
Canterbury Enterprises LLC	Swansboro Place	City of Richmond	\$3,400,000
Community Housing Partners	Witter Place	City of Alexandria	\$3,400,000
Piedmont Housing Alliance	Cherry A	City of Charlottesville	\$3,400,000
Piedmont Housing Alliance	Cherry B	City of Charlottesville	\$3,400,000
Taft-Mills Group	Hillpoint Trace	City of Suffolk	\$3,278,172
Surber Development and Consulting LLC	Overlook Ridge	Augusta County	\$2,941,830
Rappahannock Rapidan Community Services Board	Madison Road Apartments	Orange County	\$2,876,850
Piedmont Housing Alliance	Friendship Court Apartments Phase II	City of Charlottesville	\$2,800,000
Alexandria Housing Development Corporation	GMV 4A	City of Alexandria	\$2,700,000
Alexandria Housing Development Corporation	GMV 4B	City of Alexandria	\$2,700,000
Alexandria Housing Development Corporation	GMV 9A	City of Alexandria	\$2,700,000
Arlington Partnership for Affordable Housing	Avonlea Senior Four	Loudoun County	\$2,700,000
Arlington Partnership for Affordable Housing	Avonlea Senior Nine	Loudoun County	\$2,700,000

Brinshore	Tidewater Gardens B1	City of Norfolk	\$2,700,000
Brinshore	Tidewater Gardens B2	City of Norfolk	\$2,700,000
Community Housing Initiative Inc.	The Harbor at Quantico Creek	Prince William County	\$2,700,000
S. L. Nusbaum Realty Co.	Mainline Apartments Phase I	Stafford County	\$2,700,000
S. L. Nusbaum Realty Co.	Mainline Apartments Phase II	Stafford County	\$2,700,000
Helping Overcome Poverty's Existence, Inc.	Monroe North Housing	Wythe County	\$2,681,850
Petersburg Redevelopment and Housing Authority	Pecan Acres Estates Phase II	City of Petersburg	\$2,600,000
Better Housing Coalition	Carter Woods IV	Henrico County	\$2,577,363
Taft-Mills Group	Lily Gardens	City of Staunton	\$2,558,238
Shag Development LLC	Dearington Hills Apartments II	City of Lynchburg	\$2,286,994
Piedmont Housing Alliance	1025-B Park Street	City of Charlottesville	\$2,245,000
Conifer LLC	Telestar Court	Fairfax County	\$2,100,000
Fairfax County Redevelopment and Housing Authority	Little River Glen 1	Fairfax County	\$2,100,000
Landmark Asset Services Inc.	Rivermont School Apartments	City of Covington	\$2,100,000
Southside Community Development and Housing Corporation	Emporia Rail Depot Townhomes	City of Emporia	\$2,100,000
Hill Tide Housing Investments LLC	Goose Creek	City of Staunton	\$1,950,000
Landmark Asset Services Inc.	Seeland Valley Apartments	City of Danville	\$1,900,000
Piedmont Housing Alliance	1025-A Park Street	City of Charlottesville	\$1,820,000
New Road Community Development Group Inc.	Legacy Plaza Rental	Northampton County	\$1,804,500
Commonwealth Catholic Charities Housing Corporation	1903 Semmes	City of Richmond	\$1,800,000

Greater Charlottesville Habitat for Humanity	Southwood Rentals I	Albemarle County	\$1,800,000
Surber Development and Consulting LLC	Grande Oak II	York County	\$1,657,858
The Lawson Companies	700 West 44 - 4%	City of Richmond	\$1,500,000
SCG Development Partners LLC	Somos Phase A	Fairfax County	\$1,400,000
SCG Development Partners LLC	Somos Phase B	Fairfax County	\$1,400,000
Wesley Housing Development Corporation	First Christian Church of Falls Church	City of Falls Church	\$1,400,000
ZeroPak Development LLC	The ZeroPak Phase I	City of Winchester	\$1,400,000
Alexandria Housing Development Corporation	Seminary Road Phase 2 - 2023/2024 - HIEE	City of Alexandria	\$1,118,930
Cumberland Plateau RHA	Main Street Villas	Russell County	\$1,088,833
People Incorporated	Manassas Veterans Housing and Post Center	City of Manassas	\$1,084,000
Alexandria Housing Development Corporation	Seminary Road Phase 1 - 2023/2024 - HIEE	City of Alexandria	\$1,048,997
Harrisonburg Redevelopment and Housing Authority	Commerce Village II Annex PSH	City of Harrisonburg	\$1,000,000
New Road Community Development Group Inc.	Legacy Phase II – Homeownership Units	Northampton County	\$939,413
New Road Community Development Group Inc.	Legacy Phase II - Rental	Northampton County	\$939,400
Community Services Housing Inc.	Northeast 11th Street Housing	City of Charlottesville	\$900,000
Enterprise Community Development	1203 East Brookland Park Blvd.	City of Richmond	\$900,000
Better Housing Coalition	Colbrook 2	Chesterfield County	\$700,000
Brinshore	Tidewater Gardens A	City of Norfolk	\$700,000
Fairfax County Redevelopment and Housing Authority	Little River Glen 4	Fairfax County	\$700,000
Fauquier Habitat for Humanity	Fauquier HFH Haiti Street 2023	Fauquier County	\$700,000

Greater Charlottesville Habitat for Humanity	Southwood Village 3 Single-Family	Albemarle County	\$700,000
Greater Charlottesville Habitat for Humanity	Southwood Village 3 Townhomes	Albemarle County	\$700,000
Habitat for Humanity Peninsula and Greater Williamsburg	PGW JCC 2024 Project	James City County	\$700,000
Lynx Ventures Inc.	Oak Grove Apartments	City of Richmond	\$700,000
project:HOMES	2100 Bainbridge Rental	City of Richmond	\$700,000
S. L. Nusbaum Realty Co.	288 Lofts Phase I	Chesterfield County	\$700,000
S. L. Nusbaum Realty Co.	288 Lofts Phase II	Chesterfield County	\$700,000
Staunton-Augusta-Waynesboro Habitat for Humanity Inc.	Staunton Workforce Housing Project 2024	City of Staunton	\$700,000
The Lawson Companies	Miller's Rest Apartments II - 4%	City of Lynchburg	\$700,000
The Lawson Companies	Miller's Rest Apartments II - 9%	City of Lynchburg	\$700,000
The Lawson Companies	The Landing at Mason's Bridge	Prince William County	\$700,000
The Maggie Walker Community Land Trust	The Oak Grove Townhomes	City of Richmond	\$700,000
TM Associates Development Inc.	Deerfield Apartments	Nottoway County	\$700,000
project:HOMES	New Construction Homes in Richmond 2023	City of Richmond	\$699,994
Piedmont Habitat for Humanity	Keysville Homes- 2024	Charlotte County	\$623,203
SCG Development Partners LLC	One University Family	City of Fairfax	\$600,000
SCG Development Partners LLC	One University Senior	City of Fairfax	\$600,000
Wesley Housing Development Corporation	The Lamb Center	Fairfax County	\$600,000
Judeo-Christian Outreach Center	JCOC 3H Housing	City of Virginia Beach	\$500,000
Alexandria Housing Development Corporation	Seminary Road Phase 3 - 2023/2024 - HIEE	City of Alexandria	\$437,497

Virginia Beach Community Development Corporation	Tranquility at the Lakes II	City of Virginia Beach	\$308,699
Alexandria Housing Development Corporation	Seminary Road Phase IV PSH	City of Alexandria	\$252,358
Taft-Mills Group	Old Hundred Trace	Chesterfield County	\$196,695
	TOTAL:		\$129,016,674



Tab U:

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

Virginia Housing Renter Education Program

Whether it's a house, apartment, duplex or townhouse, renting can have its advantages over purchasing. Here are some resources to help you understand and explore your options for finding affordable rental housing in Virginia. As a renter, you have certain rights that protect you and your interests, but you also have responsibilities. Become familiar with what you need to know.

Virginia Housing provides Renters the opportunity to complete free courses and access other resources at their website. Renters are encouraged but not required to access this information.

To begin, Renters need to create an account on the VHDA website that is included in the links below. The eBook is a comprehensive resource that covers financial readiness, credit, searching for rentals, the application, the lease agreement, security deposit, tenant rights & responsibilities, housekeeping, and maintenance & repairs.

The online course is available in both English and Spanish. It is comprised of nine (9) standalone modules/chapters and is available 24 hours a day. A Certificate of Completion is made available at the completion of each chapter. Renters can download the certificate, print, save, and share by email if desired.

Links for Assistance to Renters Before Taking the Renter Education Program:

<https://www.virginiahousing.com/renters>

<https://www.virginiahousingsearch.com/Resources.html>

<https://www.virginiahousing.com/renters/education>

Acknowledgment of Renter of _____ (Apartments):

Signature: _____ Dated: _____

Printed: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

RECORDING REQUESTED BY: _____

AND WHEN RECORDED MAIL TO: _____

RIGHT OF FIRST REFUSAL AGREEMENT

Main Street Villas

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among **Main Street Villas LLC**, a Virginia limited liability company (the "Owner" or the "Company"),

Cumberland Plateau Regional Housing Authority, a Virginia body politic and corporate (the "Grantee"), and is consented to by **Main Street Villas Management LLC**, a Virginia limited liability company (the "Managing Member"), **VCDC Equity Fund 27, LLC**, a [State Registered] limited liability company (the "**Investor Member**") and VAHM, L.L.C.] **SPECIAL LIMITED PARTNER, L.L.C.**,

a Virginia limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of an 21]-unit apartment project for families located in Lebanon, Virginia and commonly known as "Main Street Villas Apartments" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the

price and subject to the other terms and conditions set forth below. The Property will include any

reserves of the Partnership that is required by Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however,* that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (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 each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

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 Lebanon, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "**AS IS, WHERE IS**" and "**WITH ALL FAULTS AND DEFECTS,**"

latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

- A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” and/or “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, Keith Viers, 35 Fox Meadow Lane, Lebaonon VA 24266

[Grantee Mailing Address] ; and

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 each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running

with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

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

OWNER:

Main Street Villas LLC, a Virginia limited liability company

By: Main Street Villas Management LLC, a Virginia limited liability company, its managing member

By: *Keith L. Viers*

By: Keith L. Viers, Executive Director

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Lebanon / Russell

On March 4, 20 24, before me, the undersigned, a notary public in and for said state, personally appeared [Keith L. Viers], 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 she executed the same in her capacity as [Executive Director], the managing member of the [Managing Member Entity], which is the managing member of [Owner Entity] and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: *Pamela Gail White*

Commission Expires: 8-31-25

Registration No.: 7959397



GRANTEE:

[Cumberland Plateau Regional Housing Authority , a Virginia body politic and corporate

By: *[Signature]*

Name: KEITH L. VIERS

Title: EXECUTIVE DIRECTOR

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Lebanon/Russell

On March 13, 2024, before me, the undersigned, a notary public in and for said state, personally appeared [Keith L. Viers], 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 she executed the same in her capacity as [Executive Director], and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: Pamela Whited

Commission Expires: 8-31-25

Registration No.: 7959397



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

MANAGING MEMBER:

Main Street Villas Management LLC, a Virginia limited liability company

By: Southwest Regional Housing Development Corporation, its sole member

By: *Keith L. Viers*

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Lebanon /
Russell

On March 4, 2024, before me, the undersigned, a notary public in and for said state, personally appeared [Keith L. Viers], 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 [she] executed the same in her capacity as [Executive Director], the sole member of [Managing Member Entity], and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: *Pamela Whitel*

Commission Expires: 8-31-25

Registration No.: 7959397



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

INVESTOR MEMBER:

[INVESTOR ENTITY], a [_____] [_____]
limited liability company

By: _____

By: _____

SPECIAL MEMBER:

[_____] [_____] **SPECIAL LIMITED PARTNER, L.L.C.**, a [_____] [_____]
limited liability company

By: [_____], LLC, a [_____]
[_____] limited liability company, its manager

By: _____

STATE OF _____

CITY/COUNTY OF _____

On _____, 20 __, before me, the undersigned, a notary public in and for said state, personally appeared [_____], 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 [_____], the manager of **[Investor Entity]**, a [_____] limited liability company, and [_____] **Special Limited Partner, L.L.C.**, a [_____] limited liability company, 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 _____

EXHIBIT A

LEGAL DESCRIPTION

[insert legal]

Exhibit A

Legal Description

Former Carriage House Hotel Property

That certain real property, together with all improvements thereon and appurtenances thereunto belonging, situate in the Town of Lebanon, Russell County, Virginia, formerly known as the “Carriage House Motel,” and more particularly described as follows:

BEING all of Lots Nos. 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, and 81, inclusive, as shown by the map and plat of the Ketron Addition to the Town of Lebanon, Virginia, which said map and plat, is now a matter of record in the Office of the Clerk of the Circuit Court of Russell County, Virginia, in Plat Book No. 1, at page 85, and all those certain lots designated as Lots Nos. 1, 2, 3, 4, 5, 21, 22, 23, 24, 25, 26, and 27 of the Gilmer Addition to the Town of Lebanon, Virginia, as shown by the map and plat of the said Gilmer Addition, which said map and plat is now a matter of record in the aforesaid Clerk’s Office in Plat Book No. 1, at page 105, reference to which said plats and maps is here given for a more full and complete description of said lands.

Each of the above referred to lots or parcels of land constituting a part of the Ketron Addition to the Town of Lebanon, Virginia, is conveyed subject to any and all covenants, easements, conditions or restrictions running with the said lands as subdivided. Each of the above referred to lots or parcels of land constituting a part of the Gilmer Addition to the Town of Lebanon, Virginia, is conveyed subject to any and all covenants, easements, conditions or restrictions running with the said lands as subdivided. Reference being given to the records contained in the Clerk’s Office of the Circuit Court of Russell County, Virginia, for a more full land complete description of the said covenants, easements, conditions and restrictions.

BEING the same property conveyed to Southwest Regional Housing Development Corporation, a Virginia nonstock corporation, by Deed dated May 6, 2021, of record in the aforesaid clerk’s Office as Instrument # 2101008.

Tax Map Numbers 104R IAA 918; 104R IBB 919; and 104R IBB 921.

Former Russell Investments, LC Property

That certain real property, together with all improvements thereon and appurtenances thereunto belonging, situate in the Town of Lebanon, Russell County, Virginia, and more particularly described as follows:

Parcel One (Lot 5):

All the certain lot or parcel of land, with the improvements thereon, situate, lying and being in the Town of Lebanon, Russell County, Virginia, designated as

Lot 5 on a plat prepared by D.R. Price Engineering and Land Surveying Inc., P.C. titled "Plat Showing the Lands of Leonard Branham, Russell Builders, and Powers Builders located in the Gilmer and Ketron Additions" dated June 30, 2004 and revised on October 25, 2007, a copy of which is recorded in the Russell County Circuit Court Clerk's Office in Plat Cabinet 1, Slide 354D, and more particularly described from said plat as follows:

Beginning at a drill hole in the concrete in the eastern right of way line of State Route 654, and in the southern right of way line of Puckett Street;

Thence from said point of beginning with Line L1 as said line L1 is shown on the Line Table of the aforesaid plat, N 74 49 00 E 54.35 feet to a drill hole found in concrete, which said drill hole is in the northwestern corner of Lot 31 of the Gilmer Addition.

Thence, with the said western line of lot 31 of Gilmer Addition and with Line L11 as said line L11 is shown on the Line Table of the aforesaid plat, N 22 08 00 W (reversed) 89.67 feet to a drill hole in concrete;

Thence, leaving the western line of Lot 31 of Gilmer Addition and with Line L8 as said line L8 is shown on the Line Table of said plat, N 71 48 57 E (reversed) 109.36 feet to an iron rod set;

Thence, from said iron rod set and with Line L7 as said line L7 is shown on the Line Table of the aforesaid plat, S 60 08 23 E (reversed) 35.21 feet to an iron rod set in the eastern right of way line of State Route 654;

Thence, with the eastern right of way line of State Route 654 N 29 26 00 E 98.09 feet to a drill hole in the concrete, the point of Beginning, containing 0.211 acres, more or less.

The foregoing described lot or parcel of land is a portion of Lots 32 and 32A of the Ben F. Gilmer Addition to the Town of Lebanon which is of record of the Office of the Clerk of the Circuit Court of Russell County in Plat Book 1, at Page 105.

Parcel No.: 104R IBB 917.

Parcel Two: (Lot 4):

All that certain lot or parcel of land, with the improvements thereon, situate, lying and being in the Town of Lebanon, Russell County, Virginia, designated as Lot 4 on a plat prepared by D. R. Price Engineering and Land Surveying Inc., P.C. titled "Plat Showing the Lands of Leonard Branham, Russell Builders, and Powers Builders Located in the Gilmer and Ketron Additions" dated June 30, 2004 and revised on October 25, 2007, a copy of which is recorded in the Russell County

Circuit Court Clerk's Office in Plat Cabinet 1, Slide 354D , and more particularly described from said plat as follows:

Beginning at an iron rod set in the eastern right of way line of State Route 654, which is the southwestern corner of Lot 5 as shown on said plat;

Thence, with the line of Lot 5 (said line being designated as Line L7 in the Line Table shown on said plat) S 60 08 23 E 35.21 feet to an iron rod set;

Thence, continuing with the line of Lot 5 as shown on said plat (said line being designated as Line L8 in the Line Table shown on said plat) N 71 48 57 E 109.36 feet to a drill hole in the concrete in the eastern line of Lot 32 of the said Gilmer Addition, (the plat of Gilmer Addition is of record in the Russell County Circuit Court Clerk's Office in Plat Book 1, at Page 105);

Thence, with the eastern line of said Lot 32 (said line being designated as Line L9 in the Line Table shown on said plat) N 22 08 00 W (reversed) 65.85 feet to an iron rod set in the northeastern corner of Lot 33 of the said Gilmer Addition, a corner;

Thence, with the northern line of Lot 33 of said Gilmer Addition (said line being designated as Line L10 in the Line Table shown on said plat) S 67 35 00 W 25 feet to an iron rod found in the northwesterly corner of Lot 33 of said Gilmer Addition, a corner;

Thence, with the western line of Lot 33 of the Gilmer Addition, S 22 08 00 E 130.00 feet to an iron rod found in the southwestern corner of Lot 33 of said Gilmer Addition, a corner;

Thence, leaving the corner of Lot 33 of the Gilmer Addition, S 67 35 00 W 12 feet to an iron rod found, a corner;

Thence, N 22 08 00 W 151.84 feet to an iron rod found, a corner;

Thence, S 68 25 13 W 191.60 feet to an iron rod found in the eastern line of State Route 654, a corner;

Thence, with the eastern right of way line of State Route 654 (said line being designated as Line L4 in the Line Table shown on said plat) N 29 26 00 E 124.86 feet to the point of beginning, containing 0.295 acres, more or less.

Parcel No.: 104R ICC 969A.

Parcel 3: (Lot 6):

All that certain lot or parcel of land, with the improvements thereon, situate, lying and being in the Town of Lebanon, Russell County, Virginia, designated as Lot 6 on a plat prepared by D. R. Price Engineering and Land Surveying Inc., P.C. titled "Plat Showing the Lands of Leonard Branham, Russell Builders, and Powers Builders Located in the Gilmer and Ketron Additions" dated June 30, 2004 and revised on October 25, 2007, a copy of which is recorded in the Russell County Circuit Court Clerk's Office in Plat Cabinet 1, Slide 354D , and more particularly described from said plat as follows:

Beginning at a drill hole on the concrete, which is the northwesterly corner of Lot 31 of the Gilmer Addition, the plat of which said Gilmer Addition is of record in the Russell County Circuit Court Clerk's Office in Plat Book 1, at Page 105;

Thence, from said point of beginning, and with the northerly lines of Lots 31, 30, 29, and 28 of the said Gilmer Addition and with the southerly line of Puckett Street N 74 49 00 E 100.74 feet to an iron rod found, a corner;

Thence, with the western line of Lot 27 of said Gilmer Addition S 22 08 00 E 142.84 feet to an iron rod found, which is in the southwestern corner of Lot 27 of said Gilmer Addition, a corner;

Thence, with the southerly line of Lots 28, 29, 30 and 31 of the said Gilmer Addition; S 67 35 00 W 100 feet to an iron rod set in the southwestern corner of lot 31 of the said Gilmer Addition;

Thence, with the westerly line of Lot 31 of the said Gilmer Addition, and with Lines L9 and L11 as said lines L9 and L11 are shown on the Line Table of the aforesaid plat, N 22 08 00 W 155.52 feet to the point of Beginning, containing 0.343 acres, more or less.

Parcel No.: 104R IBB 920.

This conveyance is made subject to easements, conditions, and restrictions of record insofar as they may lawfully affect the Property.

BEING the same property conveyed to Southwest Regional Housing Development Corporation, a Virginia nonstock corporation, by Deed dated January 26, 2022, of record in the aforesaid clerk's Office as Instrument # 2200182.

Tab W:

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

Draft Internet Security Plan

Network Security:

1. Purpose

This standard specifies the technical requirements that wireless infrastructure devices must satisfy to connect to a (Owner) network. Only those wireless infrastructure devices that meet the requirements specified in this standard or are granted an exception by the InfoSec Team are approved for connectivity to the Owner's network.

Network devices including, but not limited to, hubs, routers, switches, firewalls, remote access devices, modems, or wireless access points, must be installed, supported, and maintained by an Information Security (Infosec) approved support organization.

2. Scope

All employees, contractors, consultants, temporary and other workers at Owner and its subsidiaries/affiliates, including all personnel that maintain a wireless infrastructure device on behalf of the Owner, must comply with this standard. This standard applies to wireless devices that make a connection the network and all wireless infrastructure devices that provide wireless connectivity to the network. Infosec must approve exceptions to this standard in advance.

3. Standard

3.1 General Requirements:

All wireless infrastructure devices that connect to the Owner's network or provide access to the Owner Confidential, Owner Highly Confidential, or Owner Restricted information must:

- Use Extensible Authentication Protocol-Fast Authentication via Secure Tunneling (EAP-FAST), Protected Extensible Authentication Protocol (PEAP), or Extensible Authentication Protocol-Translation Layer Security (EAP-TLS) as the authentication protocol.
- Use Temporal Key Integrity Protocol (TKIP) or Advanced Encryption System (AES) protocols with a minimum key length of 128 bits.
- All Bluetooth devices must use Secure Simple Pairing with encryption enabled.4.2Lab and Isolated Wireless Device Requirements
- Lab device Service Set Identifier (SSID) must be different from the Owner's production device SSID.
- Broadcast of lab device SSID must be disabled.4.3 Home Wireless Device Requirements
All home wireless infrastructure devices that provide direct access to the Owner's network, such as those behind Enterprise Teleworker (ECT) or hardware VPN, must adhere to the following:
- Enable WiFi Protected Access Pre-shared Key (WPA-PSK), EAP-FAST, PEAP, or EAP-TLS

- When enabling WPA-PSK, configure a complex shared secret key (at least 20 characters) on the wireless client and the wireless access point
- Disable broadcast of SSID
- Change the default SSID name
- Change the default login and password

4. Policy Compliance

4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

4.2 Exceptions

Any exception to the policy must be approved by the Infosec Team in advance.

4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Equipment

1. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at (Owner). These rules are in place to protect the employee and Owner. Inappropriate use exposes the Owner to risks including virus attacks, compromise of network systems and services, and legal issues.

2. Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct the Owner's business or interact with internal networks and business systems, whether owned or leased by Owner, the employee, or a third party. All employees, contractors, consultants, temporary, and other workers at Owner and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Owner's policies and standards, and local laws and regulation. Exceptions to this policy are documented in section 5.2.

This policy applies to employees, contractors, consultants, temporaries, and other workers at Owner including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Owner.

3. Policy

3.1 General Use and Ownership

3.1.1 Owner proprietary information stored on electronic and computing devices whether owned or leased by Owner, the employee or a third party, remains the sole property of the Owner. You must ensure through legal or technical means that proprietary information is protected in accordance with the Data Protection Standard.

3.1.2 You have a responsibility to promptly report the theft, loss or unauthorized disclosure of Owner proprietary information.

3.1.3 You may access, use or share Owner proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.

3.1.4 Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.

3.1.5 For security and network maintenance purposes, authorized individuals within Owner may monitor equipment, systems and network traffic at any time, per Infosec's Audit Policy.

3.1.6 Owner reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

3.2 Security and Proprietary Information

3.2.1 All mobile and computing devices that connect to the internal network must comply with the Minimum Access Policy.

3.2.2 System level and user level passwords must comply with the Password Policy. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

3.2.3 All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. You must lock the screen or log off when the device is unattended.

3.2.4 Postings by employees from an Owner email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the Owner, unless posting is in the course of business duties.

3.2.5 Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware.

3.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of Owner authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Owner-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

3.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Owner.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Owner or the end user does not have an active license is strictly prohibited.
- Accessing data, a server or an account for any purpose other than conducting Owner's business, even if you have authorized access, is prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- 6. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using an Owner computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any Owner account.

- Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes. 11. Port scanning or security scanning is expressly prohibited unless prior notification to Infosec is made.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Introducing honeypots, honeynets, or similar technology on the <Company Name> network.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Providing information about, or lists of, Owner's employees to parties outside Owner.

3.3.2 Email and Communication Activities

When using company resources to access and use the Internet, users must realize they represent the company. Whenever employees state an affiliation to the company, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the company". Questions may be addressed to the IT Department

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Owner's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Owner or connected via Owner's network.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

3.3.3 Blogging and Social Media

1. Blogging by employees, whether using Owner's property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of Owner's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Owner's policy, is not detrimental to Owner's best interests, and does not interfere with an employee's regular work duties. Blogging from Owner's systems is also subject to monitoring.
2. Owner's Confidential Information policy also applies to blogging. As such, Employees are prohibited from revealing any Owner confidential or proprietary information, trade secrets or any other material covered by Owner's Confidential Information policy when engaged in blogging.
3. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of Owner and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing when blogging or otherwise engaging in any conduct prohibited by Owner's Non-Discrimination and Anti-Harassment policy.
4. Employees may also not attribute personal statements, opinions or beliefs to Owner when engaged in blogging. If an employee is expressing his other beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of Owner's Employees assume any and all risk associated with blogging.
5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, Owner's trademarks, logos and any other Owner intellectual property may also not be used in connection with any blogging activity

4. Policy Compliance

4.1 Compliance Measurement

The Infosecteam will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

4.2 Exceptions

Any exception to the policy must be approved by the Infosecteam in advance.

4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Internet Acceptable Use Policy (AUP)

All users of Internet services agree to and must comply with this Acceptable Use Policy (AUP). does not exercise editorial control or review over the content of any Web site, electronic mail transmission, paper printout, newsgroup, or other material created or accessible over or through the Services. However, may remove, block, filter, or restrict by any other means any materials that, in sole discretion, may be illegal, may subject to liability, or which may violate this AUP. may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and/or account or other actions as detailed below.

The following constitute violations of this AUP (this list is intended to be illustrative and not exhaustive; other uses may violate the AUP and remains the sole and final arbiter of acceptable usage of its Services):

- **Illegal use:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- **Harm to minors:** Using the Services to harm, or attempt to harm, minors in any way.
- **Threats:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- **Fraudulent activity:** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- **Forgery or impersonation:** Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- **Unsolicited commercial email/Unsolicited bulk email:** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- **Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of 's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- **Copyright or trademark infringement:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Collection of personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- **Reselling the services:** Reselling the Services without 's authorization.

- **Network disruptions and unfriendly activity:** Using the Services for any activity which adversely affects the ability of other people or systems to use Services or the Internet. This includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the users's responsibility to ensure that their system is configured, operated, and used in a manner to avoid excessive consumption of network or system resources. It is the users's responsibility to ensure that their system is configured in a secure manner. A user may not, through action or inaction, allow others to use their system for illegal or inappropriate actions. A user may not permit their system, through action or inaction, to be configured in such a way that gives a third party the capability to use their system in an illegal or inappropriate manner.
- **High Volume, Server Hosting, and non-traditional end user activities:** The Services are intended for an end user's periodic active use of email, instant messaging, browsing the World Wide Web, and other typical end user activities. High volume data transfers, especially sustained high volume data transfers, are prohibited. Hosting a web server, IRC server, or any other server is prohibited. Accordingly, maintains the right to terminate any user's connection following the detection of any high volume data transfer, server hosting, or non-traditional end user activity as determined by .

requests that anyone who believes that there is a violation of this AUP direct the information to the property manager.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

may take any one or more of the following actions, or other actions not listed, at 's sole discretion in response to complaints:

- Issue warnings: written or verbal
- Terminate the user's access
- Bill the user for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

reserves the right to revise, amend, or modify this AUP, and our other policies and agreements at any time and in any manner.

provides public access to the Internet. There are potentially serious security issues with any computer connected to the Internet without the appropriate protection. These security issues range from viruses, worms and other programs that can damage the user's computer to attacks on the computer by unauthorized or unwanted third parties. These parties, known commonly as "hackers" may attempt to penetrate the user's computer and download information from the user's computer. If the user has unprotected files on the computer, these files may be visible to hackers on the Internet, potentially

including parties with criminal intent. Hackers also exploit vulnerabilities in operating systems to cause malicious damage to a user's computer or even a whole company's network, up to and including the destruction or deletion of files or the re-formatting of drives. It is recommended that the user uses either a personal firewall or Virtual Private Network systems to protect this information. advises the user that he/she should consult a security expert to determine whether there are any potential security holes in their computer's configuration.

SPECIFICALLY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED THIRD-PARTY SECURITY BREACHES OR THE RESULTS THEREOF. PROVIDES ACCESS TO THE INTERNET AND THE NETWORK ON AN "AS IS" BASIS WITH ALL RISKS INHERENT IN SUCH ACCESS. BY CONNECTING TO THE NETWORK, THE USER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET OR DOCUMENT PRINTING AND HEREBY RELEASES AND INDEMNIFIES FROM ANY DAMAGES THAT MIGHT OCCUR.

Acknowledgment of Resident:

Signature: _____

Dated: _____

Printed: _____



The Internet might seem intimidating at first - a vast global communications network with billions of webpages. But in this lesson, we simplify and explain the basics about the Internet using a conversational non-technical style to make it understandable, useful, and enjoyable. There's no reason to be left out!

Basic Internet Skills

Microsoft Windows PCs

www.NetLiteracy.org





What the Internet is:

The Internet, the web, cyberspace, and the 'net are all terms that generally mean the same thing, in this case, we will call it the Internet. The Internet is a **NET**work of computers, all over the world, **INTER**connected to each other and available to any individual. The Internet is used for many different activities including shopping, communicating, learning, and distributing information.



Unfortunately, you cannot open a door to a house and walk outside to “go into the Internet.” Computers are a primary tool you’ll utilize to use the Internet. The Internet is somewhat difficult to describe because you cannot touch it (in a way similar to software). It seems invisible—only computers can see it – and you can see it through a computer. Sometimes the Internet is best described in comparison to a library. The Internet is made up of many individual components, just like a library is made up of many books. The Internet’s components have even more individual parts, just like a book has pages.

Changing Constantly:

The Internet is a useful source of information about news, sports, and entertainment because it changes along with the minute-by-minute events that occur in the world brings. This might seem confusing. However, it is not

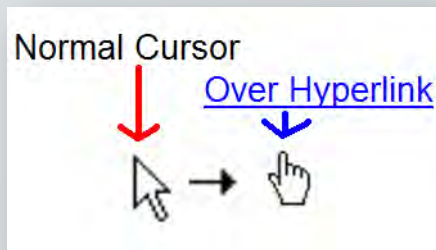


necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.

Purpose / Content of Websites

On the Internet, there are many websites. These are usually made for one specific purpose; they range from informing you about the news to teaching you how to cook.

The best analogy of a website is a comparison to an entire book or an entire newspaper. Websites are made up of “pages,” just like newspapers and books.



Websites are usually independent, however sometimes they are linked together by hyperlinks (also called links) that allow you to jump from one website to another website. These links allow you to “turn the page,” and move around on the Internet. They are usually underlined and **blue**, however they can be any color and or even a picture. How

do you identify a hyperlink? When your mouse hovers over a hyperlink, the arrow changes into a pointing hand.

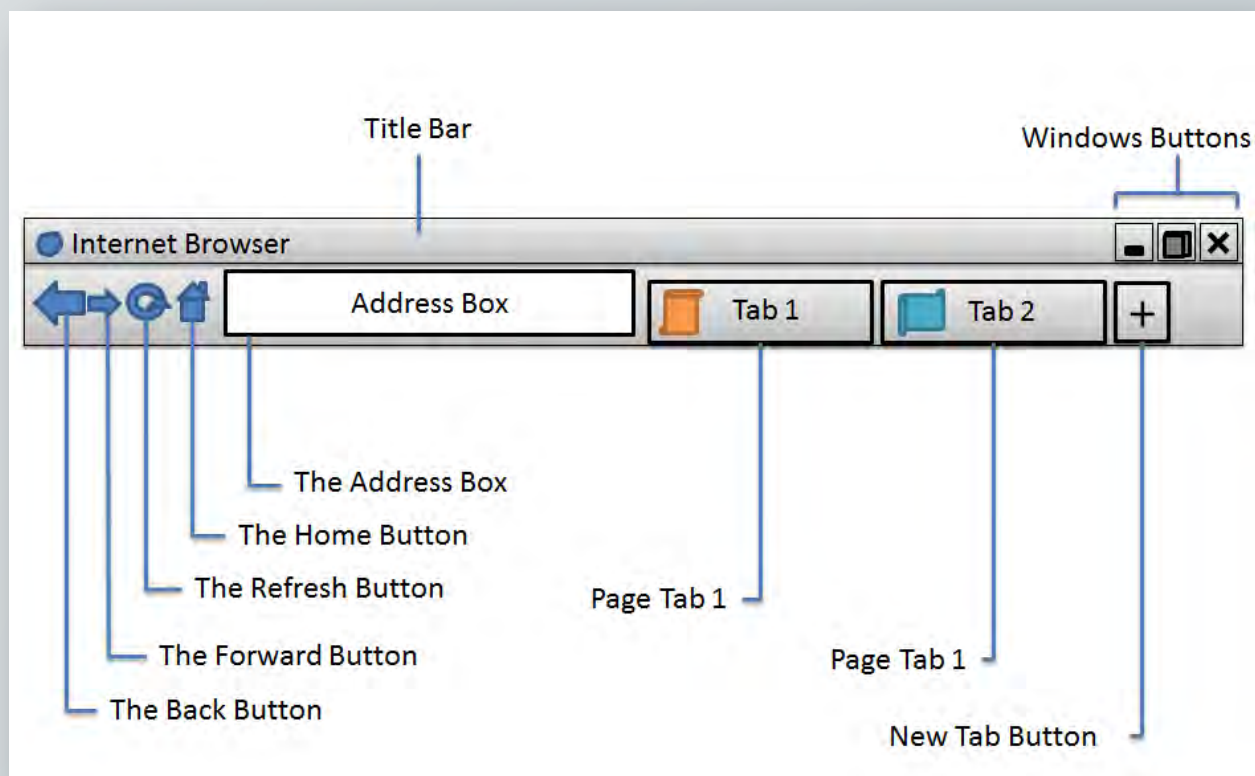
Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that help organize it and will allow you to use it comfortably and easily.





Applications to Access the Internet

On the computer, you use a program to see the Internet. The program is called a web browser — you “browse” the web with it. Some common brands of web browsers include Internet Explorer, Firefox, and Chrome. They serve the same purpose, navigating the internet, and also have many of the same buttons. For instance, we will take a look at a generic browser’s buttons. You will use these buttons to navigate around the Internet. Sometimes extra buttons might be added, while other times, buttons might have been moved around on the toolbar. If you cannot find a button, just ask someone (they seem to be pretty tricky when they hide from you).





The Buttons

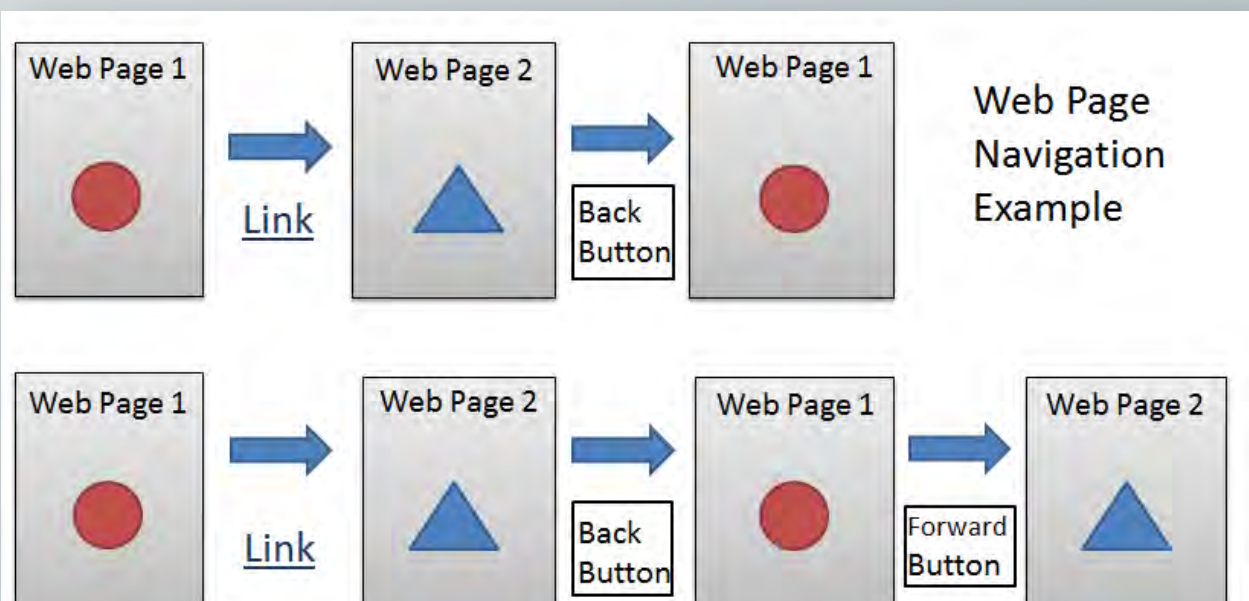
The Back Button – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

The Forward Button – If you clicked the back button, you don't have to hunt for the hyperlink on the webpage to return to the previous webpage. Just click on the forward button to return to the previous page that you were at before you pressed the back button.

Note: If the forward button is "grayed out" and when you click on it, nothing happens, this means that it is disabled.

The Refresh Button – This button is useful if you are looking at pages that contain content that is updated more frequently, such as the news, sports scores, or the weather. By clicking on the refresh button, the web page loads again, and is updated with the latest information.

The Home Button - When you open your web browser, the first website that is displayed is your **homepage**. You can change your homepage to fit your preferences. When you click on the home button, it takes you to your homepage.





The Address Box

The Address Box – This displays the URL of a webpage. URL stands for Universal Resource Locator, which is a unique address for each webpage – just like your own home’s address is unique. You can type a specific URL into the address box by left clicking in the box once and then typing. Although URLs are all different, they share common characteristics. The basic diagram of a URL is shown below.



http://www.google.com

Http:// - Begins most web addresses. Tells the internet browser what protocol to use.

www - Stands for “World Wide Web.” Most web addresses have it although it is not necessary. It indicates a web page.

.(dot) - Separates parts of the address so it does not all run together and the computer can distinguish the different parts of the address.

Domain name - Example: “Google” - A series of numbers, letters or hyphens “-” that identifies the owner of the address.

“.” (dot) - See previous Definition

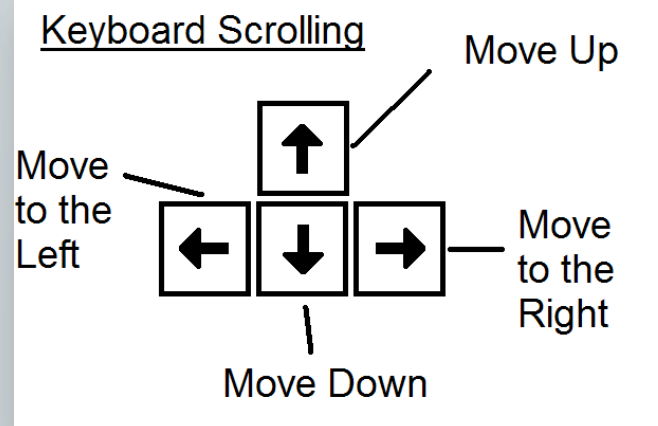
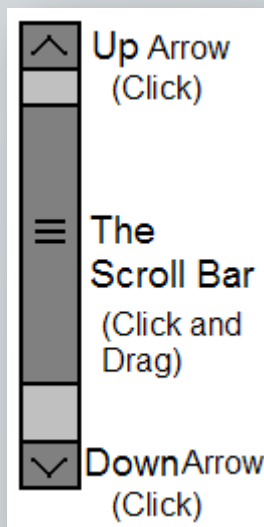
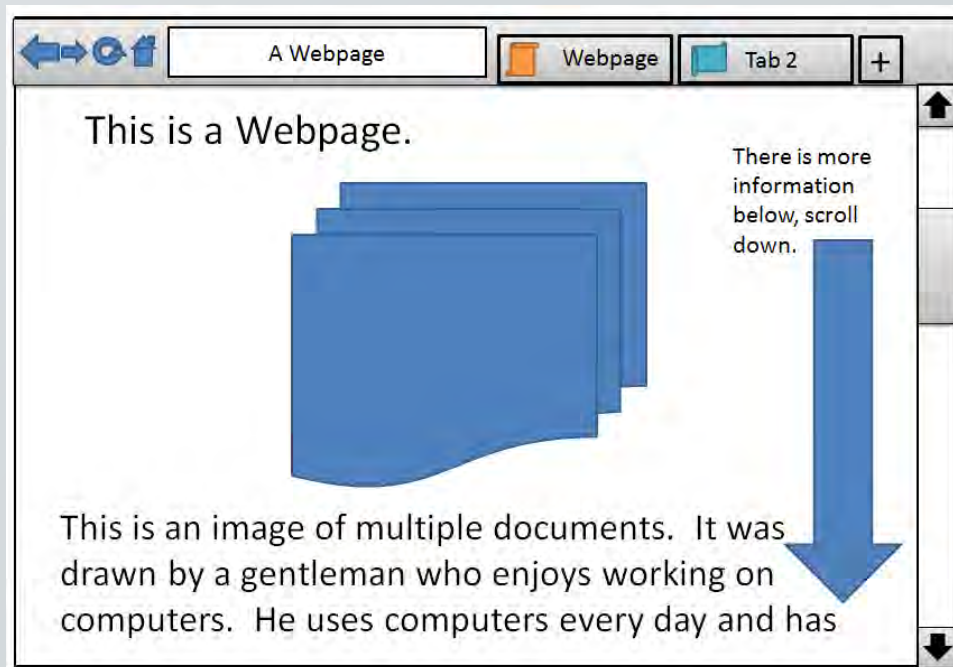
The Domain - At the end of a web address. Tells what type of web page you are viewing.
 .com – Commercial
 .org – Non-For-Profit Organization
 .edu – Education (Colleges/Universities)
 .net – Internet Related
 .mil – US Military
 .gov – US Government
 .us – United States
 .uk – United Kingdom

Important: Make sure you spell everything correctly. Addresses are very specific and if typed incorrectly, they will direct you to the wrong website. If this happens, simply use your back arrow to return to the previous webpage.



Scrolling on Webpages

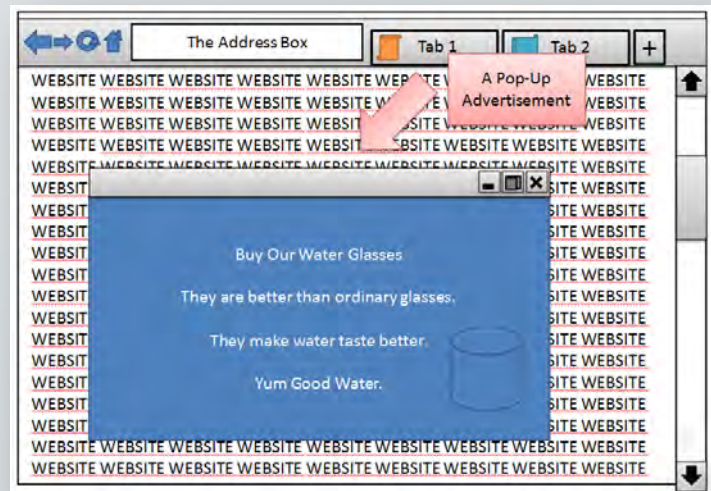
One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information you are missing. If you are tired of using the mouse to scroll up and down, try using the arrow keys.



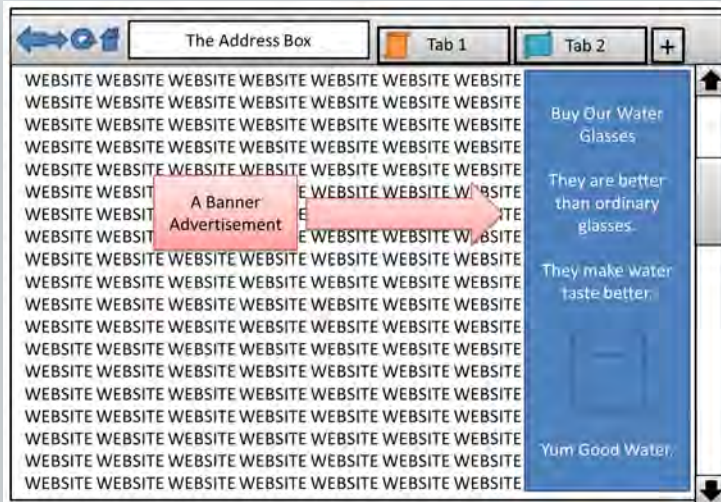
Pop Up Advertisements



On the Internet, there are things that help you and things that can make you aggravated. One aggravation is the **Pop Up Ad**. These advertisements are created by aggressive marketers who want you to see their “amazing” product and buy it. Pop ups create their own window and usually appear on top of the information that you are interested in. If you click on a pop up ad, it will take you away from the information you are looking at. If you see a pop up ad, click the X at the top right of the window to close it.



Another type of advertisement is the **Banner**. Banner ads show up at the top of a website or on the side of a website. As a beginner, it's generally wiser to ignore banner advertisements unless you are familiar with the company.



Searching the Internet

Because there are so many things on the Internet, it is

frequently hard to locate exactly what you are looking for. Search engines such as Google (www.google.com) are very helpful and allow you search the Internet.

A search engine is a Website used to search for information on the World Wide Web. Google first collects websites using a computer program (called a



wanderer, crawler, robot, worm, or spider). Then Google creates an index of these sites so they are searchable. There are many search engines that are available - we use Google for purposes of instruction because most people use it.

Performing a search in Google (See Next Page for Picture)

1. Go to Google by typing www.google.com in the URL address box (see page 5). Google is also one of the fastest search engines and provides some of the best results.
2. Next type your topic or key words (words closely related to your topic) into the box under the Google logo.
3. Press Enter or click "Google Search"
4. The next page that will appear is your search results page. This page lists the first few results from your search. Click on one of the page title that has an interesting description or seems most relevant.
5. If you are not satisfied with that website, click the back button and try a different website. If you still cannot find a good website, try searching by using different terms in the search box at the top of the webpage.



Google Searching Tips

Google will return pages that include all of your search terms. There is no need to include the word "and" between terms. For example, to look for information about parks in Cincinnati, simply type "Cincinnati parks."

Google is not case sensitive. Typing "United States" is the same as typing "UNITED STATES" or "united states."

The more words you include in your search, the more specific your search will be and the more relevant your search results will be.



Internet Glossary

Browser – A software program that allows Internet documents (like webpages) to be viewed, also called a Web Browser.

Cyberspace – The world of computer networks.

Domain Name – A unique name that identifies a specific computer on the Internet.

Download – A term for transferring software or other files from one computer to another.

Email – Electronic Mail – Messages sent from one specific user to another using the Internet.

Email address – The way a specific user is identified so that they may receive email. An email address can be identified by the “@” sign. E.g., Support@seniorconnects.org

Home Page – The first page of a Website, similar to a table of contents.

HTML – HyperText Markup Language- A computer language used to make hypertext documents that are sent via the World Wide Web and viewed using a Browser.

HTTP – HyperText Transfer Protocol – The way that hypertext documents are transferred over the Internet.

Hypertext – A way of presenting information that allows words, pictures, sounds, and actions to be inter-linked so that you may jump between them however you choose.

Link – A word, phrase, or image that allows you to jump to another document on the World Wide Web.

Search Engine – A website that indexes and allows searching of information gathered from the Internet. Google is an example of this.

URL – Uniform Resource Locator – The entire address for a piece of information of the Internet. E.g., www.google.com

Webpage – A hypertext document available on the World Wide Web.

Website – A collection of webpages.

World Wide Web – A collection of resources available on the Internet using a web browser.

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Main Street Villas, LLC

Lebanon, Virginia

Low Income Housing Tax Credit Application for Reservation

VHDA Accessibility Requirements for Section 504 of the Rehabilitation Act

Marketing Plan

Main Street Villas, LLC is proposing to undertake the construction of new, low income housing units on Main Street in Lebanon, VA. The project will result in the creation of a total of 21 one-bedroom apartments and will utilize proceeds from the syndication of Low Income Housing Tax Credits. This initiative is being undertaken in accordance with the requirements of VHDA's QAP.

At least 5 apartments at the complex are designed to serve frail elderly or persons with physical disabilities. Accordingly, the following will apply:

- (1) New construction on such apartments will conform to HUD regulations defining the accessibility requirements of Section 504 of the Rehabilitation Act.
- (2) Marketing for residents to occupy these units will be targeted to frail elders and people with special needs. These fully accessible apartments will include zero step entrances, open floor plans, roll under sinks and counters, ranges with front controls, wide doors and hallways, and fully accessible bathrooms. All of the building amenities and services will be on accessible pathways.
- (3) People with intellectual and/or developmental disabilities will be given a first preference for occupancy.

(4) Unless the unit is rented to a qualified disabled resident, units will be held vacant for a minimum of 60 days during which ongoing marketing efforts are documented and reported to VHDA's program compliance officer before being authorized to rent to non-disabled household.

Contacts will be made to the organizations below in advance of the completion of the construction of the project to insure that the apartments are occupied as quickly as possible by the people who need them.

Further, throughout the compliance period, regular contacts will be made with residents of such units to determine if their needs have changed. Contacts will also be made regularly to those local organizations at initial occupancy but also throughout the term of the lease.

- Cumberland Mountain Community Services Board
196 Cumberland Road
Cedar Bluff, Virginia 24609
276 964 9702
- The Junction Center
147 Plaza Road SW #229
Wise, Virginia 24293

In addition to the above, the property will be affirmatively market to the target population as follows:

- Registering Main Street Villas and vacancies on VirginiaHousingSearch.com
- Registering Main Street Villas and vacancies on accessva.org
- Registering Main Street Villas in the Virginia Housing Directory
- Communicating regularly with the appropriate personnel at the Virginia Department of Behavioral Health and Developmental Services Housing Team regarding vacancies at the property.
- Communicating regularly with the Asset Management staff at VHDA.

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