
2019 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **2:00 PM**
Richmond, VA Time On **March 14, 2019**

Tax Exempt Bonds

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



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

INSTRUCTIONS FOR THE VIRGINIA 2019 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 **2:00 PM** Richmond Virginia time on **March 14, 2019**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

Applicants should submit all application materials in electronic format only.

There should be distinct files which should include the following:

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

IMPORTANT:

VHDA can accept files via our work center site Procorem or on flash/thumb drives. Contact Hope Rutter for access to Procorem.

Do not submit any application materials to any email address unless specifically requested by the VHDA LIHTC Allocation Department staff.

Disclaimer:

VHDA 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 VHDA.

Entering Data:

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

Please Note:

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

Assistance:

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

VHDA LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	johndavid.bondurant@vhda.com	(804) 343-5725
Hope Coleman Rutter	hope.rutter@vhda.com	(804) 343-5574
Sheila Stone	sheila.stone@vhda.com	(804) 343-5582
Stephanie Flanders	stephanie.flanders@vhda.com	(804) 343-5939
Pamela Freeth	pamela.freeth@vhda.com	(804) 343-5563
Jovan Burton	Jovan.burton@vhda.com	(804) 343-5518

TABLE OF CONTENTS

Click on any tab label to be directed to that tab within the application.

TAB	DESCRIPTION
1. <u>Submission Checklist</u>	Mandatory Items, Tabs and Descriptions
2. <u>Development Information</u>	Development Name and Locality Information
3. <u>Request Info</u>	Credit Request Type
4. <u>Owner Information</u>	Owner Information and Developer Experience
5. <u>Site and Seller Information</u>	Site Control, Identity of Interest and Seller info
6. <u>Team Information</u>	Development Team Contact information
7. <u>Rehabilitation Information</u>	Acquisition Credits and 10-Year Look Back Info
8. <u>Non Profit</u>	Non Profit Involvement, Right of First Refusal
9. <u>Structure</u>	Building Structure and Units Description
10. <u>Utilities</u>	Utility Allowance
11. <u>Enhancements</u>	Building Amenities above Minimum Design Requirements
12. <u>Special Housing Needs</u>	504 Units, Sect. 8 Waiting List, Rental Subsidy
13. <u>Unit Details</u>	Set Aside Selection and Breakdown
14. <u>Budget</u>	Operating Expenses
15. <u>Project Schedule</u>	Actual or Anticipated Development Schedule
16. <u>Hard Costs</u>	Development Budget: Contractor Costs
17. <u>Owner's Costs</u>	Development Budget: Owner's Costs, Developer Fee, Cost Limits
18. <u>Eligible Basis</u>	Eligible Basis Calculation
19. <u>Sources of Funds</u>	Construction, Permanent, Grants and Subsidized Funding Sources
20. <u>Equity</u>	Equity and Syndication Information
20. <u>Gap Calculation</u>	Credit Reservation Amount Needed
21. <u>Cash Flow</u>	Cash Flow Calculation
22. <u>BINs</u>	BIN by BIN Eligible Basis
24. <u>Owner Statement</u>	Owner Certifications
25. <u>Scoresheet</u>	Self Scoresheet Calculation
26. <u>Development Summary</u>	Summary of Key Application Points
27. <u>Efficient Use of Resources</u>	Calculation of Score
28. <u>Efficient Use of Resources - TE Bonds</u>	Calculation of Score

2019 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 VHDA's point system of ranking applications, and may assist VHDA in its determination of the appropriate amount of credits that may be reserved for the development.

- \$1,000 Application Fee **(MANDATORY)**
 - Electronic Copy of the Microsoft Excel Based Application **(MANDATORY)**
 - Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study and plans & specifications) **(MANDATORY)**
 - Electronic Copy of the Market Study **(MANDATORY - Application will be disqualified if study is not submitted with application)**
 - Electronic Copy of the Plans **(MANDATORY)**
 - Electronic Copy of the Specifications **(MANDATORY)**
 - Electronic Copy of the Physical Needs Assessment **(MANDATORY if rehab)**
 - Electronic Copy of Appraisal **(MANDATORY if acquisition credits requested)**
 - Electronic Copy of Environmental Site Assessment (Phase I) **(MANDATORY if 4% credits requested)**
 - Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests **(MANDATORY)**
 - Tab B: Virginia State Corporation Commission Certification **(MANDATORY)**
 - Tab C: Principal's Previous Participation Certification **(MANDATORY)**
 - Tab D: List of LIHTC Developments (Schedule A) **(MANDATORY)**
 - Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment **(MANDATORY)**
 - Tab F: Architect's Certification and RESNET Rater Certification **(MANDATORY)**
 - Tab G: Zoning Certification Letter **(MANDATORY)**
 - Tab H: Attorney's Opinion **(MANDATORY)**
 - Tab I: Nonprofit Questionnaire **(MANDATORY for points or pool)**
- The following documents need not be submitted unless requested by VHDA:
- Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status
 - Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable)
- Tab J: Relocation Plan **(MANDATORY, if tenants are displaced)**
 - Tab K: Documentation of Development Location:
 - K.1 Revitalization Area Certification
 - K.2 Location Map
 - K.3 Surveyor's Certification of Proximity To Public Transportation
 - Tab L: PHA / Section 8 Notification Letter
 - Tab M: Locality CEO Response Letter
 - Tab N: Homeownership Plan
 - Tab O: Plan of Development Certification Letter
 - Tab P: Developer Experience documentation and Partnership agreements
 - Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
 - Tab R: Documentation of Operating Budget and Utility Allowances
 - Tab S: Supportive Housing Certification
 - Tab T: Funding Documentation
 - Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population
 - Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
 - Tab W: (Reserved)
 - Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504

2019 Low-Income Housing Tax Credit Application For Reservation

VHDA TRACKING NUMBER

2019-C-42

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: **3/14/2019**

1. Development Name: Cross Creek
2. Address (line 1): 120 N Lunenburg Avenue
 Address (line 2): _____
 City: South Hill State: VA Zip: 23970
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 Mecklenburg 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: 9302.00
7. Development is located in a **Qualified Census Tract**..... FALSE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** FALSE
10. Development is located in a **Revitalization Area designated by resolution** TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE

(If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)

12. Development is located in a census tract with a poverty rate of.....	3%	10%	12%
	<u>FALSE</u>	<u>TRUE</u>	<u>FALSE</u>

Enter only Numeric Values below:

13. Congressional District: 5
- Planning District: 13
- State Senate District: 15
- State House District: 61

Click on the following link for assistance in determining the districts related to this development:

[Link to VHDA's HOME - Select Virginia LIHTC Reference Map](#)

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

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

Cross Creek consists of the acquisition and rehabilitation of 19 multifamily apartments units targeted to individuals 55 years or older.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/14/2019

16. Local Needs and Support

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

Chief Executive Officer's Name: Kim Callis
Chief Executive Officer's Title: Town Manager Phone: 434-447-3191
Street Address: 211 S Mecklenburg Avenue
City: South Hill State: VA Zip: 23970

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

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

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

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

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

B. RESERVATION REQUEST INFORMATION

1. **Requesting Credits From:**

a. If requesting 9% Credits, select credit pool: Balance of State Pool

or

b. If requesting Tax Exempt Bonds, select development type:

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, 2019.

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, 2019, 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 2019 credits pursuant to Section 42(h)(1)(E).

3. **Select Building Allocation type:**

Acquisition/Rehab

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

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

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

A site plan has been submitted with this application indicating two developments on the same or contiguous site. One development relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application. (25, 35 or 45 pts)

a. Has the developer met with VHDA regarding the 4% tax exempt bond deal? FALSE

b. List below the number of units planned for each allocation request. This stated count cannot be changed or 9% Credits will be cancelled.

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

% of units in 4% Tax Exempt Allocation Request: 0.00%

6. **Extended Use Restriction**

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

Must Select One: 30

Definition of selection:

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

C. OWNERSHIP INFORMATION

NOTE: VHDA 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 VHDA in its sole discretion. **IMPORTANT: The Owner name listed on this page must exactly match the owner name listed on the Virginia State Corporation Commission Certification.**

1. Owner Information:

Must be an individual or legally formed entity.

Owner Name: Cross Creek VA LLC

Developer Name: Flatiron Partners

Contact: M/M ▶ Mr. First: Hollis MI: M Last: Fitch

Address: 1714 East Boulevard

City: Charlotte St. ▶ NC Zip:

Phone: (704) 335-9112 Ext. Fax: (704) 631-4664

Email address: hfitch@flatironenterprises.com

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

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

Additional Contact: Please Provide Name, Email and Phone number.
Jen Surber, jensurber@surberdev.com, 276-698-8760

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

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

Names **	Phone	Type Ownership	% Ownership
Hollis M. Fitch (Flatiron Holdings, LLC)	(704) 335-9112	Managing Member	30.600%
Charles F. Irick, Jr. (Flatiron Holdings, LLC)	(704) 335-9112	Managing Member	30.600%
Ira Slomka (Flatiron Holdings, LLC)	(704) 335-9112	Managing Member	7.200%
Casey Stansbury (Flatiron Holdings, LLC)	(704) 335-9112	Managing Member	3.600%
Hollis M. Fitch (Opal Holdings Limited Partnership)	(704) 335-9112	Member	18.000%
			0.000%
Hope Cupit (SERCAP)	(540) 345-1184	Member	10.000%

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

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

C. OWNERSHIP INFORMATION

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

3. Developer Experience: Provide evidence that the principal or principals of the controlling general partner or managing member for the proposed development have developed:

- a. as a controlling general partner or managing member, (i) at least three tax credit developments that contain at least three times the number of housing units in the proposed development or (ii) at least six tax credit developments. **TRUE**

Action: Must be included on VHDA Experienced LIHTC Developer List or provide copies of 8609s, partnership agreements and organizational charts (**Tab P**)

- b. at least three deals as principal and have at \$500,000 in liquid assets..... **FALSE**

Action: Must be included on the VHDA Experienced LIHTC Developer List or provide Audited Financial Statements and copies of 8609s (**Tab P**)

- c. The development's principal(s), as a group or individually, have developed as controlling general partner or managing member, at least one tax credit development that contains at least the same number of units of this proposed development (can include Market units). **FALSE**

Action: Must provide copies of 8609s and partnership agreements (**Tab P**)

D. SITE CONTROL

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

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

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

Contact VHDA 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 and provide documentation - **Mandatory TAB E**)

Select Type: Option

Expiration Date: 8/31/2019

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 VHDA. See QAP for further details.

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..... 12/31/2019 .

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: Cross Creek Limited Partnership

Address: 2021 Cross Beam Boulevard

City: Charlotte St.: NC Zip: 28217

Contact Person: Ira Slomka Phone: (704) 357-6000

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>
Hollis M. Fitch	(704) 335-9112	Manager	34.00%
Charlie F. Irick	(704) 335-9112	Manager	34.00%
Ira Slomka	(704) 335-9112	Manager	8.00%
Casey Stansbury	(704) 335-9112	Manager	4.00%
			0.00%
Limited Partners	(704) 335-9112	Member	20.00%
			0.00%

2019 Low-Income Housing Tax Credit Application For Reservation

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team. Provide Contact and Firm Name.

1. Tax Attorney:		This is a Related Entity.	<u>FALSE</u>
Firm Name:			
Address:			
Email:		Phone:	
2. Tax Accountant:	Tim Smith	This is a Related Entity.	<u>FALSE</u>
Firm Name:	Bernard Robinson & Company, LLP		
Address:	1501 Highwoods Boulevard; Suite 300; Greensboro, NC 27410		
Email:	tsmith@brccpa.com	Phone:	<u>(336) 294-4494</u>
3. Consultant:	Jen Surber	This is a Related Entity.	<u>FALSE</u>
Firm Name:	Surber Development and Consulting LLC	Role:	<u>Consultant</u>
Address:	529 Taylor Street; Bristol, TN 37620		
Email:	jensurber@surberdev.com	Phone:	<u>(276) 698-8760</u>
4. Management Entity:	Tami Fossum	This is a Related Entity.	<u>TRUE</u>
Firm Name:	GEM Management		
Address:	2021 Cross Beam Drive; Charlotte, NC 28217		
Email:	tfossum@gemmanagement.net	Phone:	<u>(704) 357-6000</u>
5. Contractor:	TBD	This is a Related Entity.	<u>FALSE</u>
Firm Name:			
Address:			
Email:	TBD	Phone:	
6. Architect:	Donald C. Harwood	This is a Related Entity.	<u>FALSE</u>
Firm Name:	Donald C. Harwood, PLLC		
Address:	13 Kenwood Lane; Greenville, SC 29609		
Email:	dharwood08@gmail.com	Phone:	<u>(864) 915-2126</u>
7. Real Estate Attorney:	David Pryzwansky	This is a Related Entity.	<u>FALSE</u>
Firm Name:	The Pryzwansky Law Firm		
Address:	507 W Peace Street; Suite 101; Raleigh, NC 27603		
Email:	david@pryzlaw.com	Phone:	<u>(919) 828-8668</u>
8. Mortgage Banker:		This is a Related Entity.	<u>FALSE</u>
Firm Name:			
Address:			
Email:		Phone:	
9. Other:		This is a Related Entity.	<u>FALSE</u>
Firm Name:		Role:	
Address:			
Email:		Phone:	

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... TRUE

- b. This development has received a previous allocation of credits..... TRUE
 If so, in what year did this development receive credits? 1992

- c. The development is listed on the RD 515 Rehabilitation Priority List?..... TRUE

- d. This development is an existing RD or HUD S8/236 development..... TRUE
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 VHDA 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 VHDA prior to the application submission deadline..... TRUE

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..... TRUE

- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... FALSE
 - i. Subsection (I)..... FALSE
 - ii. Subsection (II)..... FALSE
 - iii. Subsection (III)..... FALSE
 - iv. Subsection (IV)..... FALSE
 - v. Subsection (V)..... FALSE

- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... FALSE

- d. There are different circumstances for different buildings..... FALSE
Action: (If True, provide an explanation for each building in Tab K)

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

- b. **Minimum Expenditure Requirements**
 - i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... **TRUE**
 - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... **FALSE**
 - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... **FALSE**
 - iv. There are different circumstances for different buildings..... **FALSE**
Action: (If True, provide an explanation for each building in Tab K)

4. Request For Exception

- a. The proposed new construction development (including adaptive reuse and rehabilitation that creates additional rental space) is subject to an assessment of up to minus 20 points for being located in a pool identified by the Authority as a pool with little or no increase in rent burdened population..... **FALSE**

- b. Applicant seeks an exception to this restriction in accordance with one of the following provisions under 13VAC10-180-60:
 - i. Proposed development is specialized housing designed to meet special needs that cannot readily be addressed utilizing existing residential structures..... **FALSE**
 - ii. Proposed development is designed to serve as a replacement for housing being demolished through redevelopment..... **FALSE**
 - iii. Proposed development is housing that is an integral part of a neighborhood revitalization project sponsored by a local housing authority..... **FALSE**

Action: If any of 4(b) responses are true, provide documentation at Tab U.

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... TRUE (If false, go on to part III.)

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

B. Type of involvement:

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

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: Owner

Name: SERCAP (Please fit NP name within available space)

Contact Person: Hope Cupit

Street Address: 347 Campbell Avenue

City: Roanoke State: VA Zip: 00002-4016

Phone: (540) 345-1184 Extension: Contact Email: hcupit@sercap.org

G. NONPROFIT INVOLVEMENT

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

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

10.0%

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.

Action: Provide Option or Right of First Refusal in Recordable Form **(TAB V)**
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

Name of qualified nonprofit:

SE RCAP

or indicate true if Local Housing Authority

FALSE

Name of Local Housing Authority

2. 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)**

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	19	bedrooms	19
Total number of rental units in development	19	bedrooms	19
Number of low-income rental units	19	bedrooms	19
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	0	bedrooms	0
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	19	bedrooms	19
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.....		18,785.04	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		2,525.03	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		16,260.01	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		0.00%	
i. Exact area of site in acres	0.970		
j. Locality has approved a final site plan or plan of development.....		FALSE	
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

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

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

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

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

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities:	<u>Community room</u>
-----------------------------------	-----------------------

m. Number of Proposed Parking Spaces.....	<u>19</u>
Parking is shared with another entity	<u>FALSE</u>

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

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

H. STRUCTURE AND UNITS INFORMATION

5. Plans and Specifications

- a. **Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**
 - i. A location map with development clearly defined.
 - ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
 - iii. Sketch plans of all building(s) reflecting overall dimensions of:
 - a. Typical floor plan(s) showing apartment types and placement
 - b. Ground floor plan(s) showing common areas
 - c. Sketch floor plan(s) of typical dwelling unit(s)
 - d. Typical wall section(s) showing footing, foundation, wall and floor structureNotes must indicate basic materials in structure, floor and exterior finish.

- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
 - i. Phase I environmental assessment.
 - ii. Physical needs assessment for any rehab only development.

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

6. Market Study Data:

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

Project Wide Capture Rate - LIHTC Units	1.90%
Project Wide Capture Rate - Market Units	NA
Project Wide Capture Rate - All Units	1.90%
Project Wide Absorption Period (Months)	1

J. ENHANCEMENTS

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

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

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

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

ACTION: Provide Architect Certification (**Mandatory**) and documents related to following items if applicable (**TAB F**)

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

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided.
- 93.00% b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations.
- TRUE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- FALSE d. Each bathroom contains only of WaterSense labeled faucets, toilets and showerheads.
- TRUE e. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- TRUE f. Free WiFi access will be provided in community room for resident only usage.
- FALSE g. Each unit is provided free individual high speed internet access.
- or
- TRUE 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.
- TRUE k. Cooking surfaces are equipped with fire prevention features
- or
- FALSE l. Cooking surfaces are equipped with fire suppression features.
- TRUE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- FALSE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE o. All interior doors within units are solid core.
- TRUE p. At minimum, one USB charging port in each kitchen, living room and all bedrooms.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- FALSE r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.
- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

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

J. ENHANCEMENTS

- 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.

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 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 | U.S. Green Building Council LEED certification | <input type="checkbox"/> FALSE | Enterprise Green Communities (EGC) Certification |

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

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

- | | | | |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|
| <input type="checkbox"/> FALSE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|

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 VHDA's Universal Design standards.

- 0 b. Number of Rental Units constructed to meet VHDA'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:

NA

2019 Low-Income Housing Tax Credit Application For Reservation

I. UTILITIES

1. Describe the Heating/AC System: electric HVAC

2. Services Included:

Utilities	Type of Utility (Gas, Electric, Oil, etc.)	Utilities Paid by:	Enter Allowances by Bedroom Size				
			0-bdr	1-bdr	2-bdr	3-bdr	4-br
Heating	Electric	Tenant	0	66	0	0	0
Air Conditioning	Electric	Tenant	0	0	0	0	0
Cooking	Electric	Tenant	0	0	0	0	0
Lighting	Electric	Tenant	0	0	0	0	0
Hot Water	Electric	Tenant	0	0	0	0	0
Water	Public	Tenant	0	0	0	0	0
Sewer	Public	Tenant	0	0	0	0	0
Trash	Town	Owner	0	0	0	0	0
Total utility allowance for costs paid by tenant			\$0	\$66	\$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. FALSE Local PHA
- e. TRUE Other: USDA RD

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

K. SPECIAL HOUSING NEEDS

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

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

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

TRUE

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

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

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

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

Note: Subsidies may apply to any units, not only those built to satisfy Section 504. (60 points)

FALSE

b. Any development in which the greater of 5 units or 10% of the units (i) have rents within HUD's Housing Choice Voucher ("HCV") payment standard; (ii) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and (iii) 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 (30 points)

FALSE

c. Any development in which 5% of the units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of this application for credits. (15 points)

For items a,b or c, all common space must also conform to HUD regulations interpreting the accessibility Rehabilitation Act.

K. SPECIAL HOUSING NEEDS

2. 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.)
- FALSE** Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only
- FALSE** Supportive Housing (as described in the Tax Credit Manual)

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

b. The development has existing tenants and a relocation plan has been developed..... **TRUE**

(If **True**, VHDA 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 (**Mandatory if tenants are displaced - Tab J**)

3. Leasing Preferences

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

Organization which holds such waiting list:

Contact person:

Title:

Phone Number

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:
% of total Low Income Units

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

K. SPECIAL HOUSING NEEDS

4. Rental Assistance

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

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

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

c. The above subsidies are applicable to the 30% units this development is seeking points for within the Set Aside Election listed on Unit Details: TRUE

d. Number of units receiving assistance: 19
 How many years in rental assistance contract? 1.00
 Expiration date of contract: 12/19/2019
 There is an Option to Renew..... TRUE

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

L. UNIT DETAILS

1. Set-Aside Election:

UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY

Note: In order to qualify for any tax credits, a development must meet one of two 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) or (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), all as 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
19	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
19	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
2	10.53%	40% Area Median
9	47.37%	50% Area Median
8	42.11%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
19	100.01%	Total

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

2. Unit Detail

FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	Number of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	2	1	556.85	\$700.00	\$1,400
Mix 2	1 BR - 1 Bath	50% AMI	9	3	556.85	\$700.00	\$6,300
Mix 3	1 BR - 1 Bath	60% AMI	8	1	556.85	\$700.00	\$5,600
Mix 4							\$0
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0

L. UNIT DETAILS

Mix 22								\$0
Mix 23								\$0
Mix 24								\$0
Mix 25								\$0
Mix 26								\$0
Mix 27								\$0
Mix 28								\$0
Mix 29								\$0
Mix 30								\$0
Mix 31								\$0
Mix 32								\$0
Mix 33								\$0
Mix 34								\$0
Mix 35								\$0
Mix 36								\$0
Mix 37								\$0
Mix 38								\$0
Mix 39								\$0
Mix 40								\$0
Mix 41								\$0
Mix 42								\$0
Mix 43								\$0
Mix 44								\$0
Mix 45								\$0
Mix 46								\$0
Mix 47								\$0
Mix 48								\$0
Mix 49								\$0
Mix 50								\$0
Mix 51								\$0
Mix 52								\$0
Mix 53								\$0
Mix 54								\$0
Mix 55								\$0
Mix 56								\$0
Mix 57								\$0
Mix 58								\$0
Mix 59								\$0
Mix 60								\$0
Mix 61								\$0
Mix 62								\$0
Mix 63								\$0
Mix 64								\$0
Mix 65								\$0
Mix 66								\$0
Mix 67								\$0
Mix 68								\$0
Mix 69								\$0
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

2019 Low-Income Housing Tax Credit Application For Reservation

L. UNIT DETAILS

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			19	5	1,670.55	\$2,100	\$13,300

Total Units	19	Net Rentable SF:	TC Units	10,580.15
			MKT Units	0.00
			Total NR SF:	10,580.15

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$350
2. Office Salaries			\$0
3. Office Supplies			\$1,400
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$14,364
<u>9.63%</u> of EGI	<u>\$756.00</u>	Per Unit	
6. Manager Salaries			\$7,500
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$0
9. Auditing			\$3,200
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$3,800
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$1,700
Total Administrative			\$32,314

Utilities

14. Fuel Oil			\$0
15. Electricity			\$8,500
16. Water			\$7,000
17. Gas			\$0
18. Sewer			\$0
Total Utility			\$15,500

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$0
23. Trash Removal			\$3,200
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$6,300
27. Grounds Contract			\$5,400
28. Maintenance/Repairs Payroll			\$5,700
29. Repairs/Material			\$5,200
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$3,500
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$900
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$2,500
Totals Operating & Maintenance			\$32,700

2019 Low-Income Housing Tax Credit Application For Reservation

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$6,700
39. Payroll Taxes	\$1,500
40. Miscellaneous Taxes/Licenses/Permits	\$400
41. Property & Liability Insurance	\$5,000
42. Fidelity Bond	\$100
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$3,500
45. Other Insurance	\$2,000
Total Taxes & Insurance	\$19,200

Total Operating Expense **\$99,714**

Total Operating Expenses Per Unit	<u>\$5,248</u>	C. Total Operating Expenses as % of EGI	<u>66.82%</u>
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum) **\$5,700**

Total Expenses	\$105,414
-----------------------	------------------

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

2019 Low-Income Housing Tax Credit Application For Reservation

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	2/1/2019	Hollis Fitch
b. Site Acquisition	June, 2020	Hollis Fitch
c. Zoning Approval	DONE	DONE
d. Site Plan Approval	May, 2020	Hollis Fitch
2. Financing		
a. Construction Loan		
i. Loan Application	May, 2020	Hollis Fitch
ii. Conditional Commitment	June, 2020	Hollis Fitch
iii. Firm Commitment	June, 2020	Hollis Fitch
b. Permanent Loan - First Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	March, 2019	David Pryzwansky
3. IRS Approval of Nonprofit Status	10/15/1998	SERCAP
4. Closing and Transfer of Property to Owner	June, 2020	Hollis Fitch
5. Plans and Specifications, Working Drawings	March, 2020	Charlie Irick
6. Building Permit Issued by Local Government	May, 2020	Charlie Irick
7. Start Construction	July, 2020	Charlie Irick
8. Begin Lease-up	August, 2020	Tami Fossum
9. Complete Construction	July, 2021	Charlie Irick
10. Complete Lease-Up	September, 2021	Tami Fossum
11. Credit Placed in Service Date	October, 2021	Charlie Irick

2019 Low-Income Housing Tax Credit Application For Reservation

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	918,564	0	0	918,564
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	918,564	0	0	918,564
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	282,845	0	0	282,845
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	0	0	0	0
p. Other Site work	0	0	0	0
Total Land Improvements	282,845	0	0	282,845
Total Structure and Land	1,201,409	0	0	1,201,409
q. General Requirements	24,028	0	0	24,028
r. Builder's Overhead (6.0% Contract)	72,085	0	0	72,085
s. Builder's Profit (4.4% Contract)	52,668	0	0	52,668
t. Bonds	0	0	0	0
u. Building Permits	0	0	0	0
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1:	0	0	0	0
y. Other 2:	0	0	0	0
z. Other 3:	0	0	0	0
Contractor Costs	\$1,350,190	\$0	\$0	\$1,350,190

O. PROJECT BUDGET - OWNER COSTS

MUST USE WHOLE NUMBERS ONLY!

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	5,000	0	0	5,000
b. Architecture/Engineering Design Fee \$658 /Unit)	12,500	0	0	12,500
c. Architecture Supervision Fee \$658 /Unit)	12,500	0	0	12,500
d. Tap Fees	0	0	0	0
e. Environmental	4,500	0	0	4,500
f. Soil Borings	0	0	0	0
g. EarthCraft/LEED	5,700	0	0	5,700
h. Appraisal	5,000	0	0	5,000
i. Market Study	4,500	0	0	4,500
j. Site Engineering / Survey	2,250	0	0	2,250
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 (0.0% for 0 months)	30,000	0	0	30,000
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	0	0	0	0
q. Permanent Loan Fee (0.0%)	0	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	7,500	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	30,000	0	0	7,500
w. Legal Fees for Closing	25,000	0	0	20,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	14,383			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	15,000	0	0	15,000
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	110,904	0	0	0
ad. Contingency	104,500	0	0	104,500
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
(1) Other* specify:	0	0	0	0
(2) Other* specify:	0	0	0	0
(3) Other* specify:	0	0	0	0
(4) Other* specify:	0	0	0	0
(5) Other * specify:	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(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
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$399,237	\$0	\$0	\$238,950
Subtotal 1 + 2 (Owner + Contractor Costs)	\$1,749,427	\$0	\$0	\$1,589,140
3. Developer's Fees	316,000	0	0	316,000
4. Owner's Acquisition Costs				
Land	19,000			
Existing Improvements	641,850	641,850		
Subtotal 4:	\$660,850	\$641,850		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$2,726,277	\$641,850	\$0	\$1,905,140

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:

\$319,233

Proposed Development's Cost per Unit:
per Sq Foot
Applicable Cost Limit per unit:

\$143,488 **Meets Limits**
\$110 **Meets Limits**
\$199,972

2019 Low-Income Housing Tax Credit Application For Reservation

P. ELIGIBLE BASIS CALCULATION

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		(B) Acquisition	"30 % Present Value Credit"	
			(C) Rehab/ New Construction	(D) "70 % Present Value Credit"
1. Total Development Costs	2,726,277	641,850	0	1,905,140

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)

641,850	0	1,905,140
---------	---	-----------

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	571,542
c. For Green Certification (Eligible Basis x 10%)		0
Total Adjusted Eligible basis	0	2,476,682

5. Applicable Fraction

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

6. Total Qualified Basis

(Eligible Basis x Applicable Fraction)

641,850	0	2,476,682
---------	---	-----------

7. Applicable Percentage

(Beginning with 2016 Allocations, use the standard 9% rate.)
(For tax exempt bonds, use the most recently published rates.)

3.27%	0.00%	9.00%
-------	-------	-------

8. Maximum Allowable Credit under IRC §42

(Qualified Basis x Applicable Percentage)
(Must be same as BIN total and equal to or less than credit amount allowed)

\$20,988	\$0	\$222,901
\$243,889 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. BB&T	01/01/20	03/01/20	\$1,000,000	John Kraynik
2.				
3.				
Total Construction Funding:			\$1,000,000	

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)
1.							
2. USDA RD	1/1/2020	3/1/2020	\$660,840	\$19,718	1.00%	50.00	50.00
3. VHDA	1/1/2020	3/1/2020	\$380,000	\$17,422	2.95%	35.00	35.00
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$1,040,840	\$37,140			

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

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

Q. SOURCES OF FUNDS

4. Subsidized Funding

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

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$660,840
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$380,000
g.	HOME Funds	\$0
h.	Other:	\$0
i.	Other:	\$0

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:

8. Other Subsidies

Action: Provide documentation (**Tab Q**)

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

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

- c. FALSE Other

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

2019 Low-Income Housing Tax Credit Application For Reservation

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0
b. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$22,073			(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0			
Equity Total			\$22,073	

2. Equity Gap Calculation

a. Total Development Cost	\$2,726,277	
b. Total of Permanent Funding, Grants and Equity	-	\$1,062,913
c. Equity Gap		\$1,663,364
d. Developer Equity	-	\$168
e. Equity gap to be funded with low-income tax credit proceeds		\$1,663,196

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	TBD		
Contact Person:		Phone:	
Street Address:			
City:	▶ State:	Zip:	
b. Syndication Equity			
i. Anticipated Annual Credits		\$191,191.00	
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)		\$0.870	
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		\$191,172	
vi. Total to be paid by anticipated users of credit (e.g., limited partners)		\$1,663,196	
c. Syndication:	Private		
d. Investors:	Corporate		

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$1,663,196

5. Net Equity Factor

Must be equal to or greater than 85% 87.0000332774%

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 VHDA to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, VHDA at all times retains the right to substitute such information and assumptions as are determined by VHDA 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 VHDA for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		<u>\$2,726,277</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u><u>\$1,062,913</u></u>
3. Equals Equity Gap		<u>\$1,663,364</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u><u>87.0000332774%</u></u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$1,911,912</u>
Divided by ten years		<u><u>10</u></u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$191,191</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$243,889</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$20,988</u>
	For 70% PV Credit:	<u>\$170,203</u>
Credit per LI Units	<u>\$10,062.6842</u>	
Credit per LI Bedroom	<u>\$10,062.6842</u>	
	Combined 30% & 70% PV Credit Requested	<u>\$191,191</u>

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units		\$13,300
Plus Other Income Source (list):	laundry, late fees, etc.	\$72
Equals Total Monthly Income:		\$13,372
Twelve Months		x12
Equals Annual Gross Potential Income		\$160,464
Less Vacancy Allowance	7.0%	\$11,232
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$149,232

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

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

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

3. Cash Flow (First Year)

a.	Annual EGI Low-Income Units	\$149,232
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$149,232
d.	Total Expenses	\$105,414
e.	Net Operating Income	\$43,818
f.	Total Annual Debt Service	\$37,140
g.	Cash Flow Available for Distribution	\$6,678

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	149,232	152,216	155,260	158,366	161,533
Less Oper. Expenses	105,414	108,576	111,834	115,189	118,644
Net Income	43,818	43,640	43,427	43,177	42,889
Less Debt Service	37,140	37,140	37,140	37,140	37,140
Cash Flow	6,678	6,500	6,287	6,037	5,749
Debt Coverage Ratio	1.18	1.18	1.17	1.16	1.15

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	164,764	168,059	171,420	174,849	178,345
Less Oper. Expenses	122,204	125,870	129,646	133,535	137,541
Net Income	42,560	42,189	41,774	41,313	40,804
Less Debt Service	37,140	37,140	37,140	37,140	37,140
Cash Flow	5,420	5,049	4,634	4,173	3,664
Debt Coverage Ratio	1.15	1.14	1.12	1.11	1.10

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	181,912	185,551	189,262	193,047	196,908
Less Oper. Expenses	141,668	145,918	150,295	154,804	159,448
Net Income	40,245	39,633	38,966	38,243	37,460
Less Debt Service	37,140	37,140	37,140	37,140	37,140
Cash Flow	3,105	2,493	1,826	1,103	320
Debt Coverage Ratio	1.08	1.07	1.05	1.03	1.01

Estimated Annual Percentage Increase in Revenue 2.00% (Must be \leq 2%)
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be \geq 3%)

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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

DO NOT use the CUT feature

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.		19	0	120 N Lunenburg Avenue		South Hill	VA	23970	\$641,850	10/01/21	3.27%	\$20,988				\$0	\$2,476,682	10/01/21	9.00%	\$222,901	
2.																\$0				\$0	
3.																\$0				\$0	
4.																\$0				\$0	
5.																\$0				\$0	
6.																\$0				\$0	
7.																\$0				\$0	
8.																\$0				\$0	
9.																\$0				\$0	
10.																\$0				\$0	
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	
		19	0	Totals from all buildings					\$641,850				\$20,988				\$0	\$2,476,682			\$222,901

Credit Amount should equal Gap Calculation Request.

Number of BINS: 1

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 VHDA and its assigns against all losses, costs, damages, VHDA's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to VHDA'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 VHDA 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 VHDA 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 VHDA prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, VHDA 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 VHDA 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 VHDA 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 VHDA 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 waives the right to pursue a Qualified Contract on this development.
- 16. 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 VHDA's inability to process the application. The original or copy of this application may be retained by VHDA, 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: Cross Creek VA LLC

By:  _____
Its: Managing Member _____ (Title)

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 VHDA'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. Item 5f requires a numeric value to be entered.

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

MANDATORY ITEMS:

	Included		<u>Score</u>
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. Architect's 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:			<u><u>0.00</u></u>

1. READINESS:

a. VHDA notification letter to CEO (via Locality Notification Information Application)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 or 40	0.00
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:			<u><u>15.00</u></u>

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	Y	0 or 20	20.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
d. Tax abatement on increase of property's value	Y	0 or 5	5.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	10%	0, 20, 25 or 30	25.00
g. Development listed on the Rural Development Rehab Priority List	Y	0 or 15	15.00
h. Dev. located in area with little or no increase in rent burdened population	Y	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
Total:			<u><u>70.00</u></u>

2019 Low-Income Housing Tax Credit Application For Reservation

3. DEVELOPMENT CHARACTERISTICS:

a. Amenities (See calculations below)			66.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	N	0, 10 or 20	0.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet VHDA's Universal Design standards	0%	Up to 15	0.00
h. Developments with less than 100 units	Y	up to 20	20.00
i. Historic Structure	N	0 or 5	0.00
Total:			<u>156.00</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$51,900	\$55,900

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 at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.53%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	57.89%	Up to 50	50.00
Total:			<u>60.00</u>

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	Y	0 or 50	50.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	N	0 or 50	0.00
or c. Developer experience - 1 development with 1 x units	N	0 or 10	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by VHDA	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			<u>50.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	18.30
b. Cost per unit		Up to 100	6.71
Total:			<u>25.01</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 45	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
Total:			<u>60.00</u>

425 Point Threshold - all 9% Tax Credits
 325 Point Threshold - Tax Exempt Bonds

TOTAL SCORE: 436.01

2019 Low-Income Housing Tax Credit Application For Reservation

Amenities:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	25.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	4.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	8.00
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	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	2.00
n. Provides Permanently installed dehumidification system	5	0.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>63.00</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
		<u>3.00</u>
Total amenities:		<u>66.00</u>

X. Development Summary

Summary Information 2019 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Cross Creek

Cycle Type: 9% Tax Credits Requested Credit Amount: \$191,191
 Allocation Type: Acquisition/Rehab Jurisdiction: Mecklenburg County
 Total Units: 19 Population Target: Elderly
 Total LI Units: 19
 Project Gross Sq Ft: 18,785.04 Owner Contact: Hollis Fitch
 Green Certified? TRUE

Total Score
436.01

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$1,040,840	\$54,781	\$55	\$37,140

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$1,201,409	\$63,232	\$64	44.07%
General Req/Overhead/Profit	\$148,781	\$7,831	\$8	5.46%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$399,237	\$21,012	\$21	14.64%
Acquisition	\$660,850	\$34,782	\$35	24.24%
Developer Fee	\$316,000	\$16,632	\$17	11.59%
Total Uses	\$2,726,277	\$143,488		

Total Development Costs	
Total Improvements	\$1,749,427
Land Acquisition	\$660,850
Developer Fee	\$316,000
Total Development Costs	\$2,726,277

Income	
Gross Potential Income - LI Units	\$160,464
Gross Potential Income - Mkt Units	\$0
Subtotal	\$160,464
Less Vacancy %	7.00%
Effective Gross Income	\$149,232

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$32,314	\$1,701
Utilities	\$15,500	\$816
Operating & Maintenance	\$32,700	\$1,721
Taxes & Insurance	\$19,200	\$1,011
Total Operating Expenses	\$99,714	\$5,248
Replacement Reserves	\$5,700	\$300
Total Expenses	\$105,414	\$5,548

Cash Flow	
EGI	\$149,232
Total Expenses	\$105,414
Net Income	\$43,818
Debt Service	\$37,140
Debt Coverage Ratio (YR1):	1.18

Proposed Cost Limit/Unit: \$143,488
 Applicable Cost Limit/Unit: \$199,972
 Proposed Cost Limit/Sq Ft: \$110
 Applicable Cost Limit/Sq Ft: \$120

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	19
# of 2BR	0
# of 3BR	0
# of 4+ BR	0
Total Units	19

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	2
50% AMI	0	9
60% AMI	19	8
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 30

2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$159.68** Credits/SF = **11.75836** Const \$/unit = **\$71,062.6316**

TYPE OF PROJECT GENERAL = 11000; ELDERLY = 12000
 LOCATION Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600
 TYPE OF CONSTRUCTION N C=1; ADPT=2; REHAB(35,000+)=3; REHAB*(15,000-35,000)=4

12000
600
3

*REHABS LOCATED IN BELTWAY (\$15,000-\$50,000) See Below

	GENERAL		Elderly				
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	855.79	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	19	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	146,475	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	146,475	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	146,475	0	0	0	0
PROJECT COST PER UNIT	0	0	136,651	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	11,076	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	11,076	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	11,076	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	10,063	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	6.71	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	18.30	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0	0
PROJECT COST PER UNIT	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **6.71**

TOTAL CREDIT PER UNIT POINTS **18.30**

Cost Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	146,475	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	146,475	0	0	0	0

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	11,076	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	11,076	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	0	0	0	0	0	0

Northern Virginia Beltway (Rehab costs \$15,000-\$50,000)

Cost Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
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Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0	0

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Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0	0

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2019 Low-Income Housing Tax Credit Application For Reservation

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CREDIT PARAMETER	0	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **6.71**

TOTAL CREDIT PER UNIT POINTS **18.30**

Cost Parameters - Elderly

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Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	146,475	0	0	0	0

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
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Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	11,076	0	0	0	0

Cost Parameters - General

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Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
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Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	0	0	0	0	0	0

Northern Virginia Beltway (Rehab costs \$10,000-\$50,000)

Cost Parameters - Elderly

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Parameter Adjustment - high rise	0	0	0	0	0	0	0
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Credit Parameters - Elderly

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Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	11,076	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
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Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0	0

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Partnership or Operating Agreement

Including chart of ownership structure with percentage of
interests (**MANDATORY**)

COMMONWEALTH OF VIRGINIA :

CROSS CREEK VA LLC
LIMITED LIABILITY COMPANY

CITY OF SOUTH HILL :

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement") made as of the 4th day of February, 2019, by and among the undersigned members of Cross Creek VA LLC, a Virginia limited liability company (the "Company"), such persons being hereinafter referred to individually as a "Member" and collectively as the "Members."

W I T N E S S E T H:

WHEREAS, the parties hereto desire to organize a limited liability company to engage in any lawful business including ownership and development of that apartment complex in City of South Hill, Virginia known as Cross Creek Apartments ("Project").

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

1. NAME, BUSINESS, AND REGISTERED OFFICE AND AGENT. The Members do hereby form a limited liability company ("LLC") under the name of Cross Creek VA LLC in accordance with and pursuant to the Virginia Limited Liability Company Act (the "Act"), to engage in any lawful business including ownership and development of real property. The organizing Members, or their representatives, shall execute and file Articles of Organization on behalf of the Company in the Office of the Secretary of State of Virginia. The Members shall do or cause to be done all such filings, recordings or other acts as may be necessary or appropriate from time to time to comply with the requirements of the Act or otherwise as necessary for the operation of LLCs in the State of Virginia. The Company shall promptly reimburse any cost incurred by the Members in connection with the foregoing. The registered office of the Company shall be:

100 Shockoe Slip, 2nd Floor

Richmond, VA 23219

and the registered agent at such address shall be:

Corporation Service Company

The principal office of the business may, but need not, be the same as the registered office.

2. TERM. The Company shall begin as of the date of filing the aforementioned Articles, and shall continue perpetually unless sooner terminated as provided in paragraph 15 of this Agreement.

3. CAPITAL; LIABILITY OF MEMBERS.

(a) Initial Capital Contribution. The Members shall make initial capital contributions to the Company in amounts as mutually agreed upon such that their initial capital interests in the Company shall be as follows:

<u>Members</u>	<u>Capital Interest</u>
Flatiron Holdings, LLC	90.00%
Southeast Rural Community Assistance Project, Inc.	10.00%

(b) Subsequent Capital Contributions. For purposes of paragraphs 3 - 6 of this Agreement, and with respect only to allocations and distributions to a Member, capital contribution obligations, and capital account maintenance rules (but not with respect to any other rights including voting rights of a Member), the term "Member" shall include the assignee, if any, of such Member. Each Member is personally liable for his proportionate part (determined with reference to his interest in profits as provided in paragraph 4(a)) of any capital contribution required for continuation of the Company business as determined reasonably and in good faith by the affirmative vote of at least 100% in voting interest (as determined in paragraph 7(c)) of the Members. In the event that any Member refuses or fails to make any such required capital contribution within thirty (30) days after written notice of the Members' approval of the additional contributions, then such Member (the "Defaulting Member") shall be in default of this Agreement and the other Members and the Company shall have any and all remedies available at law or in equity as a result of such default, including without limitation the right (upon the affirmative vote of a majority in voting interest of all Members other than the defaulting Member) to expel such defaulting Member from the Company, in which event the value to be paid for the defaulting Member's interest and the manner of payment shall be determined in accordance with the provisions of paragraph 12 of this Agreement. In addition, but without limiting any such rights or remedies of the other Members or the Company, the other Members may, but shall not be required to, contribute such deficiency to the Company. To the extent that any Member does contribute any deficiency to the Company for the Member failing to do

so, such contribution at the sole election of the contributing Member(s) shall be deemed to be either (i) an additional capital contribution requiring adjustments to the Percentage Interests as set forth in the next paragraph, or (ii) a loan to the defaulting Member repayable on demand which shall bear interest from the date of such contribution at a rate computed to be ONE PERCENT (1%) above the prime rate established by Bank of America, N.A. on the date of such contribution. The defaulting Member shall have no voting rights on matters of Company business, and no further distributions or withdrawals may be made to or by the defaulting Member, until such loan with interest is paid in full. Any distributions, withdrawals, or rights thereto that would otherwise be distributed to or withdrawn by the defaulting Member (including any distribution made on expulsion of such Member as described below) during the term of any such demand loan shall be paid, credited, or accrued to the Member or Members who contributed the deficiency to the Company and shall be applied as a credit against the amount due from the defaulting Member, but such amounts shall be treated for book and tax purposes as if they had been distributed to the defaulting Member and then paid to the Member or Members actually receiving the same in respect of the loan. Failure to repay any such demand loan within thirty (30) days after written demand therefor shall be deemed sufficient grounds for expulsion of such Member from the Company. In such event, the value to be paid for the defaulting Member's interest and the manner of payment shall be determined in accordance with the provisions of paragraph 12 of this Agreement. Except for the payment to liquidate his membership interest in the Company as herein provided, such defaulting Member shall have no further interest or rights in the Company, its business or assets.

If the contributing Member(s) elect to treat the amount contributed on behalf of the defaulting Member as an additional capital contribution by them to the Company as provided in item "(i)" above, the Percentage Interests in net profits and net losses described in paragraph 4(a) shall be redetermined for each Member based on the ratio of his capital account balance as adjusted for the new contribution and an adjustment made pursuant to the methodology of paragraph 3(e), divided by the total capital account balances of all Members as adjusted above. Following such adjustments to capital accounts and Percentage Interests, the default shall be deemed cured.

(c) Credits and Debits to Capital Account. A separate capital account shall be maintained for each Member

(i) to which shall be credited:

(A) The amount of money and fair market value of other property comprising the Member's capital contributions,

(B) Any allocations of Company income, gains, and profits made to the Member for book purposes under paragraph 4, and

(C) The amount of any Company liabilities that are assumed by the Member or that are secured by any Company property distributed to the Member; and

(ii) to which shall be debited:

(A) The amount of cash and the fair market value of any Company property distributed to the Member pursuant to any provision of this Agreement,

(B) Any allocations of Company deductions and losses made to the Member for book purposes under paragraph 4, and

(C) The amount of any liabilities of the Member that are assumed by the Company or that are secured by any property contributed by the Member to the Company.

(d) Treasury Regulations Section 1.704-1(b) Compliance. Paragraph 3(c) and any other provisions of this Agreement relating to the maintenance of capital accounts are intended to comply with Treasury Regulations Section 1.704-1(b), as amended, and shall be interpreted, applied, and modified to the extent necessary to comply with such Regulations. For all purposes of this Agreement, the phrase "for book purposes" shall be construed and applied according to the provisions of Treasury Regulations Section 1.704-1(b).

(e) Adjustment of Values. The gross value of Company property for book purposes, and the capital accounts of the Members, shall be simultaneously adjusted to reflect the gross fair market value (as determined in good faith by the affirmative vote of at least 100% in voting interest of the Members as required by paragraph 7(c)) of such assets as if the Company recognized gain or loss (determined with reference to the Company's bases in its assets for book purposes) in an actual disposition of such assets (i) at such times as is permitted under (and pursuant to the rules of) Treasury Regulations Section 1.704-1(b), as amended, and (ii) upon any other change in a Member's Percentage Interest (defined in paragraph 4(a)). Any such adjustment to the individual capital

accounts of the Members shall be made by allocations of any such deemed gains or losses in accordance with the Members' relative interests in such gains or losses as provided in paragraph 4 in effect immediately before the triggering event described in items "(i)" and "(ii)" of this subparagraph (e). If the Members are unable to agree by the affirmative vote described above regarding the gross fair market value of Company assets, or if any Member otherwise requests the valuation determination to be made by appraisal, such value shall be determined by appraisal as follows. The Members unanimously shall select two qualified appraisers, such two appraisers shall then appoint a third qualified appraiser, and the three appraisers separately shall appraise such gross fair market value. The average of the two appraisals which are closest in amount shall be binding upon the parties hereto, and the other appraisal shall be ignored. The Company shall pay all expenses involved with such appraisers unless a Member requests an appraisal determination of value as provided above, in which case the costs of the appraisal shall be paid by the requesting Member. For purposes hereof, a qualified appraiser shall be any entity or person who regularly engages in the valuation of assets of the kind and nature owned by the Company and who holds themselves out as being in such business and qualified to make such valuation.

(f) Transfer of Interest. In the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the capital account of the transferor to the extent it relates to the transferred interest.

(g) Limitation on Personal Liability. Except as otherwise provided by the Act or this Agreement, no Member of the Company, as identified on the signature page hereof or who subsequent to the date hereof becomes a Member, shall be personally liable for or obligated to contribute money or property to or in respect of the debts, liabilities, contracts, or any other obligations of the Company (unless he was so liable prior to becoming a Member). Except as otherwise provided in this Agreement, no Member shall be liable to restore a deficit balance in his capital account.

(h) No Interest to be Paid. No interest shall be paid on the capital accounts of the Members in the Company.

4. PROFIT AND LOSS.

(a) General. Generally, except as otherwise provided in this paragraph 4, the net profits and the net losses of the Company for book and tax purposes shall be allocated to the Members in the proportions of their "Percentage Interests", as follows:

<u>Members</u>	<u>Percentage Interest</u>
Flatiron Holdings, LLC	90.00%
Southeast Rural Community Assistance Project, Inc.	10.00%

(b) Stop Loss Allocations. Notwithstanding paragraph 4(a), no allocation of loss or deduction shall be made which causes or increases a deficit balance in any Member's capital account as adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(d) (unless such allocation is otherwise permitted by such Section); and any such deduction or loss allocation shall instead be made to the Members who are permitted to receive the same in accordance with the provisions of this Agreement.

(c) Qualified Income Offset. Notwithstanding paragraph 4(a), allocations of income and gain shall be made to the Members at such times and in such manner as required by the qualified income offset provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) in order to eliminate any "adjusted" (within the meaning of such Section) deficit capital account balances which may exist.

(d) Gross Income Allocations. In the event that any Member receives a distribution that causes or increases a deficit (which he is not liable to restore) capital account balance (as maintained and adjusted pursuant to paragraph 3) after taking into account all other provisions concerning allocations of profits and losses of this Agreement, such Member shall be allocated items of gross income or gain for the tax year of such distribution in an amount sufficient to eliminate such deficit.

(e) Allocations in Respect of Nonrecourse Liabilities. To the extent that the Company incurs any nonrecourse liabilities as described in Treasury Regulations Section 1.704-2, the following provisions shall apply notwithstanding paragraph 4(a) hereof:

(i) Nonrecourse Deductions. Partner nonrecourse deductions shall be allocated to the Members based upon the ratios in which they bear the economic risk of loss for the applicable liability, and allocations of other nonrecourse deductions shall be made to the Members in accordance with their Percentage Interests in effect

under Paragraph 4(a); all as determined in compliance with Treasury Regulations Section 1.704-2, as amended or modified from time to time.

(ii) Minimum Gain Chargeback. Allocations of items of income and gain of the Company for any taxable year shall be made, prior to any other allocation for such year under this Agreement or otherwise, to the Members as required by the minimum gain chargeback provisions of Treasury Regulations Section 1.704-2, as amended or modified from time to time.

(f) Curative Allocations. The Members acknowledge that allocations made pursuant to paragraphs 4(b)-(e) above (collectively, the "Regulatory Allocations") are intended to comply with certain requirements of Treasury Regulation Section 1.704-1(b) and may not be consistent with the manner in which the Members intend to share distributions of the Company. Accordingly, in the event any Regulatory Allocations are made to the Members, subsequent curative allocations provided for in this paragraph shall be made in a manner to prevent the Regulatory Allocations from distorting the manner in which Company allocations and distributions are shared pursuant to paragraphs 4(a) and 5, respectively. Such curative allocations of items of Company income, gain, loss, and deduction shall be made to the extent possible in any tax year in amounts sufficient such that the aggregate cumulative Regulatory Allocations and the cumulative curative allocations required by this sentence are made to the Members in proportion to their Percentage Interests described in paragraph 4(a) above in effect during the time period affected by such allocations, as if the Regulatory Allocations had not occurred.

(g) Other Allocations Rules. Although it is intended that paragraph 4(a) be the general rule for allocations of book and tax income or loss, such allocations shall be adjusted or modified in any given instance to the extent necessary to comply with Section 704(b) and (c) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder. For purpose of determining the profits, losses, or any other items allocable to any period, profits, losses, and any such other items shall be determined on a daily, monthly, or other basis using any permissible method under Code Section 706 and the Treasury Regulations promulgated thereunder.

5. SALARIES AND DISTRIBUTIONS.

(a) Limitation of Member's Salary. No Member shall receive any salary, commission, or fee for services rendered to the Company unless the payment of such salary, commission, or fee is approved by a unanimous vote of the Members.

(b) Distributions of Cash Flow. Subject to paragraph 5(c), the net cash flow of the Company, as reasonably determined by the Managers, shall be distributed at such times as may be determined by the Managers (but no less frequently than annually) to the Members in accordance with the Percentage Interests which are in effect pursuant to paragraph 4(a) at the time of the distribution.

(c) Distribution upon Liquidation. In the event of termination and liquidation of the Company, then the assets of the Company remaining after settlement of Company obligations shall be distributed to the Members in accordance with their positive capital account balances as adjusted to fair market value pursuant to paragraph 3(e), except as otherwise provided in this Agreement. Any distribution to a Member to liquidate his interest in the Company other than during the liquidation of the Company, and except as otherwise provided in this Agreement, shall be in the amount of his positive capital account balance adjusted as provided above.

(d) Distribution in Kind. If any of the assets of the Company are to be distributed in kind, the fair market value of such assets shall be determined in accordance with paragraph 3(e) as of the time of such distribution. Allocations to the Members' capital accounts (using the methodology described in paragraph 3(e)) shall be made of the amount of gain or loss, if any, which would have been realized by the Company if such assets had been sold by the Company for prices equal to their respective fair market values as so determined. Such assets shall be distributed on the basis of the fair market value thereof and any Member entitled to any interest in such assets shall receive the same by separate distribution of such assets or by distributions of undivided interests therein with all other Members so entitled, as is determined by the unanimous agreement of the Members.

6. EXCESS LOAN AND CAPITAL TRANSACTIONS PROCEEDS. In the event that a loan is obtained on security of Company property in substitution or in addition to any existing loan or in the event of the sale or other disposition of such property in whole or in part, then, upon the consummation of such loan or the sale or other disposition of such property, as the case may be, the proceeds thereof shall be applied in the following order: (a) to the discharge of any existing loan, if necessary; (b) to the payment of the expenses incidental to such loan or the expenses of sale, and any

unpaid expenses of operation or maintenance of such property, as the case may be; and (c) any remaining balance to be distributed to the Members as provided in paragraph 5(b), subject to paragraph 5(c).

7. MEMBERSHIP.

(a) In General. Any Member identified on the signature page of this Agreement or who becomes a new Member upon compliance with paragraph 18 below shall continue as a Member until his membership in the Company ceases. A Member's membership in the Company shall cease upon the events specified in the Act, including, without limitation: the Member's voluntary withdrawal from the Company (if permitted by paragraph 11), the Member's assignment of its entire interest in the Company in accordance with this Agreement, the removal of the Member as provided in this Agreement, an act of Bankruptcy by the Member as defined in paragraph 12, the Member's death or adjudication of incompetency, termination of a trust which is a Member, liquidation of a Member which is a partnership, LLC, or corporation, or distribution of its entire interest in the Company by an estate or trust Member or by a partnership, corporate, or LLC Member. When the Member's membership in the Company ceases, he shall have no rights greater than those of an assignee as provided in the Act.

(b) Rights Accruing to Members. All Members shall have access to such information and records of the Company as provided in the Act, subject to the limitations provided therein.

(c) Action by Members. For purposes of this Agreement, whenever a decision or action by the Members on behalf of the Company is called for and except as otherwise provided in this Agreement, then each Member shall be entitled to one vote (or fraction thereof) for each percentage point of his Percentage Interest as provided in paragraph 4(a) at such time. Except as otherwise provided in this Agreement, a majority vote of the Members shall be required to approve any such action or decision, provided that the following matters shall require the affirmative vote of at least 100% in voting interest of the Members:

(i) The amendment of this Agreement (except as to any matter the approval of which would require a greater affirmative vote, or except as to any of the economic rights of the Members, the amendment of which shall require the unanimous vote of the Members).

(ii) Merger of the Company,

(iii) The encumbrance, sale, transfer, or other disposition of all or substantially all of the assets of the Company,

(iv) The admission of a new Member to the Company, subject to compliance with paragraph 18 below,

(v) The adjustment of capital account balances of the Members described in paragraph 3(e),

(vi) The contribution of additional capital to the Company pursuant to paragraph 3(b),

(vii) The incurrence of indebtedness by the Company other than in the ordinary course of business,

(viii) A fundamental change in the nature of the business of the Company, and

(ix) The dissolution and liquidation of the Company as provided in paragraph 15 below.

(d) Waiver of Right of Partition. Each of the Members irrevocably waives during the term of the Company any right to maintain any action for partition with respect to the Company's property.

8. MANAGEMENT.

(a) Initial Manager. All Members are not necessarily managers by virtue of their status as Members, and a manager need not be a Member of the Company. Notwithstanding anything to the contrary herein, the initial manager of the Company (the "Manager(s)") shall be:

Flatiron Holdings, LLC

Each Manager shall continue as a Manager of the Company with all rights, authority, and responsibilities provided in this Agreement until the time that he ceases to be a Manager as provided in paragraph 8(d) below, whereupon his successor shall be appointed as provided therein.

(b) Authority of Manager. Any decisions made by the Managers shall require the affirmative vote of a majority of the Managers. Subject to the voting rights as provided in this Agreement, the Managers shall have all of the rights and powers which may be possessed by Managers under the Act including, without limitation, the right and power to:

- (i) acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;
- (ii) operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Company;
- (iii) borrow money and issue evidences of indebtedness necessary, convenient, or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any Company property;
- (iv) execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, development and operation of Company property and Company business;
- (v) execute, in furtherance of any or all of the purposes of the Company, any deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract, or other instrument purporting to obligate the Company or convey or encumber any or all of the Company property;
- (vi) prepay in whole or in part, refinance, recast, increase, modify, or extend any liabilities affecting the Company property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Company property;
- (vii) care for and distribute funds to the Members by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;
- (viii) contract on behalf of the Company for the employment and services of employees and independent contractors and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company; and

(ix) engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Company property and Managers liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by an LLC under the laws of each state in which the Company is then formed or qualified.

The actions of the Managers hereunder shall be binding upon the Company. Any document, instrument, or agreement shall require the signature of all of the Manager(s) in order to be a valid and binding obligation of the Company. No Manager shall be liable, responsible or accountable in damages or otherwise to any of the Members for any acts performed by the Manager within the scope of his authority except for acts of willful misconduct, fraud, bad faith, gross negligence, or breach of his obligations or representations under this Agreement or any other agreement with or obligation to the Company.

(c) Reimbursement of Expenses. Each of the Members and Managers shall be entitled to reimbursement from the Company for direct expenses attributable to the organization, operation, and management of the Company, provided such expenses are approved as provided in or permitted by this Agreement.

(d) Resignation or Removal of Manager. Any Manager may resign or be removed for cause by the affirmative vote of 100% of the voting interest of the Members as determined in this paragraph 8. The term "for cause" shall mean:

(i) A Manager's failure or refusal to perform those duties which he is required hereunder or by law to perform in furtherance of the business of the Company;

(ii) A Manager's intentional activity which causes material injury to the Company;

(iii) A Manager's committing a fraud against the Company or using or appropriating for personal use or benefit funds or properties of the Company when not authorized to do so;

(iv) A Manager's committing an act of gross negligence regarding the business of the Company; or

(v) In conducting his own affairs or those of the Company, a Manager's jeopardizing the status of the Company for purposes of federal income taxation in accordance with the then existing provisions of the Internal Revenue Code, as amended, and the regulations promulgated thereunder, or the policies of the Internal Revenue Service.

Upon a Manager's resignation, removal, death, adjudication or other determination (as provided below) of incompetence, or upon any other event specified in the Act, the affected Manager shall cease to be a Manager and the Members upon the agreement of a majority in voting interest shall elect a successor Manager to replace the former Manager. A Manager shall be deemed incompetent (for purposes of the preceding sentence) upon the agreement of at least 50% in voting interest of the Members, and the written certification of incompetence by a duly licensed physician selected by at least 50% in voting interest of the Members. If the Members fail to elect a successor Manager leaving the Company without one, then the Company shall liquidate and terminate as provided in paragraph 5(c).

(e) Other Rights of Managers. Each of the Managers and Members may have other business interests and may engage in any other business or trade, profession, or employment whatsoever, on his own account, or in partnership with or as an employee of or as an officer, director, shareholder, manager, member or partner of any person, firm, corporation, LLC, or partnership, and he shall not be required to devote his entire time to the business of the Company. No Manager or Member shall be obligated to devote more time and attention to the conduct of the business of the Company than shall be required for the supervision of the ownership, development, operation, and management of the Company's property and business.

(f) Contracting with Manager. The Company is expressly permitted in the normal course of its business to enter into transactions with a Manager or with any Affiliate (as hereinafter defined) of a Manager, provided that the price and other terms of such transactions are fair to the Company and that the price and other terms of such transaction are not less favorable to the Company than those generally prevailing with respect to comparable transactions. The term "Affiliate" shall mean any member, manager, shareholder or partner in or of a Manager, or any LLC, corporation, partnership or other entity in which a Manager or any member, manager, shareholder or partner of a Manager has an interest, or any person related by blood or marriage to the Manager.

(g) Tax Matters Partner. The person specifically authorized to act as the "Tax Matters Partner" or similar designation under the Code and in any similar capacity under state or local law is:

Flatiron Holdings, LLC

9. INDEMNIFICATION. The Company shall indemnify every Manager in respect of payments made and personal liabilities reasonably incurred by the Manager in the authorized conduct of the Company's business or for the preservation of its business or property. Except as provided below or as otherwise provided in the Act, no Manager shall be personally liable for monetary damages for breach of any duty to the Company, and the Company shall indemnify any Manager or Member against judgements, settlements, penalties, fines, or expenses incurred in a proceeding to which such Manager or Member is a party because he is or was a Manager or Member of the Company, as provided in the Act. Notwithstanding the foregoing, the personal liability of a Manager shall not be limited and the Company shall not indemnify him with respect to (i) acts or omissions that the Manager knew at the time of such acts or omissions were clearly in conflict with the interests of the Company, (ii) any transaction from which the Manager derived an improper personal benefit, (iii) acts or omissions occurring prior to the date of this Agreement, all as provided in the Act, or (iv) matters expressed in the last sentence of paragraph 8(b) for which the Manager would be liable.

10. ASSIGNMENT.

(a) General Prohibition on Assignment. Except as otherwise provided in this Agreement, each Member is prohibited from selling, assigning, transferring, setting over, mortgaging, creating a security interest in, or hypothecating his interest in the Company or the Company assets in any manner whatsoever, including without limitation transfers incident to separation, divorce, or equitable distribution, nor may the interest of any of the Members in the Company or the Company assets be transferred by operation of law or by any assignment by operation of law, unless otherwise agreed in writing by all Members. Any assignment in violation of this paragraph 10 shall be null and void.

(b) Right of First Refusal. The foregoing notwithstanding, if a Member ("Selling Member") desires to sell his interest in the Company, the Selling Member shall in writing express such an intention and make an offer ("the Offer") to the other Members to purchase the Selling Member's interest at a Purchase Price equal to the book value of the Selling Member's capital account plus the Selling Member's share of one hundred fifty percent (150%) of the average of the

prior two (2) calendar years earnings as determined by the certified public accountant regularly employed by the Company for the most recent reporting period preceding the purchase and upon the payment terms contained in paragraph 12(b) herein. The other Members shall have sixty (60) days from receipt of the Offer within which to accept the Offer. Any of the other Members collectively desiring to purchase all, but not less than all, of the membership interest being offered, shall do so in the proportions that their Percentage Interests bear one to the other; provided that if any such Member does not want to purchase the full portion of the interest to which he is entitled, such portion may be purchased by the other purchasers in the manner provided above. Alternatively, if all of the other Members agree, the Company may exercise this first right of refusal and purchase and liquidate the Selling Member's interest upon the terms and conditions of this paragraph. If the other Members or the Company do not accept the Offer to purchase the entire membership interest being offered within sixty (60) days of its receipt, then the Selling Member may transfer his interest pursuant to a bona fide purchaser provided that such transfer occurs within ninety (90) days after the receipt of the Offer by the other Members. Such transfer shall only entitle the transferee to the transferor's interests in the Company's profits and losses, distributions, and capital as an assignee in accordance with the Act, and the transferee shall receive the same only as provided in this Agreement. Such transfer shall not entitle the transferee to become a Member in the Company and the transferee can only become a Member pursuant to the provisions of paragraph 18 hereof. In the event that the Selling Member shall not make such transfer within the aforesaid time period then the preceding provisions of this paragraph shall again be complied with and a new offer shall be made before any transfer may thereafter be made. Any transferee or assignee of an interest pursuant to this Agreement (who has not become a Member) shall have all the obligations imposed upon a Member as set forth in this Agreement with respect to the transferred interest.

(c) Special Assignment Rights. Notwithstanding the foregoing, each Member may from time to time transfer a portion or portions of his interest in the Company as a gift directly to or in trust for the benefit of his spouse, children, and issue provided the Grantor-Member remains as a Member and retains some interest in the Company. In the event of any such family transfer, all of such transferred membership interest shall be attributed to the Grantor-Member for purposes of obligations hereunder including contribution among the Members, and the transferee is entitled to become a Member of the Company only as provided in paragraph 18.

11. WITHDRAWAL. Without the unanimous written consent of the Members, except as provided below a Member may not voluntarily withdraw from the Company and thereby require the Company to dissolve and liquidate or to purchase or redeem such Member's interest.

12. EXPULSION.

(a) Default of a Member. Should any Member (a "defaulting Member") violate any of the provisions of this Agreement including (but not limited to) the failure to make any capital contribution required under paragraph 3 (which violation remains uncured thirty (30) days after written notice thereof to the defaulting Member, or in the case of a requirement to contribute money to the Company, within five (5) days after written request therefor has been given); or withdraw or attempt to withdraw from the Company in breach of this Agreement; or transfer or attempt to transfer his interest in breach of this Agreement; or become Bankrupt as defined in paragraph 12(c); (any of such events constituting a "default") then, a majority in voting interest of the remaining Members shall have the right within the six (6) month period after the event constituting the default (irrespective of any cure or attempt to cure subsequent to the default) to elect that the defaulting Member's interest in the Company be purchased and redeemed by the Company, the election to be exercised by written notice to the defaulting Member. If such written notice is given, the defaulting Member shall be deemed to withdraw from the Company on the date fixed in such notice (the "Effective Date"), which must be on the last day of a month not later than sixty (60) days after such notice is given. On such withdrawal, the defaulting Member shall be entitled to be paid by the Company an amount for his membership interest calculated and payable as provided below. Any loss due to such default shall be charged against the capital account of the defaulting Member before he is entitled to receive the above payment. A defaulting Member shall not be entitled to any voting rights as to any matter of Company business while any such default shall remain uncured. For all purposes of this paragraph 12, any such event of default by (i) an assignee of a membership interest hereunder (if such assignee has not in fact become a Member), or (ii) a shareholder, partner, or member of a Member which is a corporation, partnership, or LLC, shall be deemed a default by such assignee or Member and shall subject such assignee's or such Member's interest to the purchase options of this paragraph.

(b) Price to Be Paid. The price to be paid for a defaulting Member's interest shall be equal to eighty percent (80%) of the capital account balance of the defaulting Member as of the

Effective Date, which valuation is intended to reflect liquidated damages as a compensatory measure in favor of the nondefaulting Members as a result of the default. Unless otherwise agreed to by the parties, the purchase price shall be paid on a level payment amortization basis, with principal and interest being due and payable in three (3) equal annual installments beginning one (1) year after the Effective Date, with interest on the unpaid balance accruing from the Effective Date at a fixed rate equal to the Prime Rate as established by Bank of America, N.A. existing on the Effective Date but in no event less than the applicable federal rate established pursuant to the Code for such month. The Company shall execute a promissory note in the amount of the purchase price in accordance with the terms hereof which shall be secured as provided in paragraph 14. The closing of the purchase shall occur within thirty (30) days after the Effective Date.

(c) Special Provisions. For purposes of this Agreement, the term "Bankruptcy" shall mean and a Member shall be deemed "Bankrupt" upon (i) the entry of a decree or order for relief of such Member or adjudication of such Member's insolvency by a court of competent jurisdiction in any involuntary case involving such Member under any bankruptcy, insolvency or other similar law now or hereafter in effect; (ii) the Member's seeking, consenting to, or acquiescing in, the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar agent for such Member or for any substantial part of such Member's assets or property; (iii) the ordering of the winding up or liquidation of such Member's affairs or of any substantial part of such Member's assets or property; (iv) the Member's filing of a petition or answer seeking for such Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (v) the commencement by such Member of a voluntary case under any bankruptcy, insolvency or other similar law now or hereafter in effect; (vi) the Member's filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in the prior items of this paragraph; (vii) the making by such Member of any general assignment for the benefit of creditors; (viii) the continuation of any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, for 120 days after the commencement thereof; or (ix) the appointment of a trustee, receiver, or liquidator for the person or all or any substantial part of the person's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for 120 days

or, if the appointment is stayed, for 120 days after the expiration of the stay during which period the appointment is not vacated

13. DEATH. Upon the death of any Member or assignee, the surviving Members shall have the right to purchase all of the decedent's interest in the Company exercisable upon written notice to the decedent's personal representative (the "P.R.") within six (6) months after the date of death. The P.R. shall continue as a Member (if decedent was a Member) until the decedent's estate transfers its interest in the Company as provided below. Such right to purchase shall be exercised by all surviving Members desiring to participate in the purchase in the proportions that their Percentage Interests bear one to the other; provided that if any such Member does not want to purchase the full portion of the interest to which he is entitled, such portion may be purchased by the other purchasers in the manner provided above. Such rights to purchase shall apply only to and be effective only for all of the decedent's interest in the Company. The purchase price shall be equal to the decedent's capital account balance plus the decedent's share of one hundred fifty percent (150%) of the average of the prior two (2) calendar years earnings as determined by the certified public accountant regularly employed by the Company for the most recent reporting period preceding the event which triggers the purchase.

Payment of the purchase price shall be made in the same manner as that provided in paragraph 12 above, except that the Effective Date of withdrawal of the decedent shall be the date of such written notice to the P.R., the closing of such purchase shall occur within thirty (30) days after the Effective Date, and any deferred payment shall be secured as provided in paragraph 14. Alternatively, if all remaining Members agree the Company may exercise this option to purchase and liquidate the decedent's interest upon the terms and conditions of this paragraph. If the Company and the Company business are continued as provided in paragraph 15 then, subject to the foregoing options, the decedent's heir, legatee or beneficiary, as the case may be, shall succeed to the decedent's interest in the Company in the same manner and in all respects as the decedent and become a Member if decedent was a Member, upon execution of a written undertaking to become a party to this Agreement.

14. SECURITY FOR PAYMENT. Except as otherwise provided in this Agreement, if any part of the purchase price payable to a Member hereunder is paid by the purchaser's delivery of a promissory note payable to the selling Member, then the purchaser shall secure such deferred

payment as follows. If the purchaser is another Member, then the purchasing Member shall grant to the selling Member a security interest in the membership interest being purchased. The security interest shall be perfected by the purchaser's (i) executing financing statements in form suitable to the selling Member and filing the same in the Secretary of State's office in Virginia and in the Register of Deeds' office in the county of residence of the purchasing Member and in such other places as shall be necessary to perfect the security interest of the selling Member, and (ii) undertaking any other actions as shall be necessary to perfect the security interest of the selling Member. If the purchaser is the Company, the Company shall deliver with its promissory note to the selling Member a deed of trust on the Company's real property (subject to any existing deed of trust or other encumbrance on the same) in form suitable to the selling Member, which deed of trust shall be recorded as required by law to perfect the selling Member's security in the same. If the Company has no real property, the Company shall grant to the selling Member a security interest in its personal property (subject to any existing perfected security interest thereon), which shall be perfected by the Company's executing and filing financing statements as provided above. So long as any part of the purchase price is unpaid, the selling Member shall have all of the rights, elections and remedies available to a secured party under the Uniform Commercial Code as in effect in the State of Virginia.

15. DISSOLUTION AND WINDING UP. The Company shall be dissolved and its affairs wound up upon the time specified in paragraph 2 for termination or upon the vote of the Members as provided in paragraph 7(c). Unless otherwise required by law or this paragraph, no event, including a Member's cessation of membership in the Company, shall dissolve the Company. Notwithstanding the foregoing, if any such dissolution of the Company occurs pursuant to requirement of law or otherwise, the Company shall continue and not be liquidated and terminated if (i) there is at least one remaining Member and (ii) the remaining Members elect to continue the Company pursuant to the affirmative vote of a majority of the voting interests of the remaining Members, such election to be made within ninety (90) days after the event of dissolution. If the Company is dissolved and is not continued as provided above, the Managers shall wind up the affairs of the Company and liquidate and terminate the Company in accordance with the provisions of the Act and paragraph 5(c).

16. BANKING. All funds of the Company shall be deposited in its name in such checking account or accounts as shall be designated unanimously by the Managers. All withdrawals therefrom are to be made upon checks signed by a signatory designated to the bank by the Managers.

17. BOOKS. The Company shall maintain such books and records as the Managers unanimously shall deem adequate. All books, records and accounts of the Company shall be open to all Members during normal business hours. For the purpose of Company accounting and for income tax reporting, the books shall be maintained on a cash or accrual basis as the Managers unanimously shall determine. The Company's fiscal year shall be the calendar year. At the close of each fiscal year, the Company's books shall be closed and the Managers may cause the books to be audited, reviewed, or compiled by an independent certified public accountant. Statements showing the results of operation shall be prepared and supplied to all Members.

18. ADMISSION OF MEMBERS. Except as otherwise provided in this Agreement, new Members shall be admitted into the Company only upon the vote of the Members as provided in paragraph 7(c), and such new Member's 1) making any capital contribution to the Company required by the Managers, and 2) signing an agreement to observe and be bound by all terms and provisions of this Agreement.

19. NOTICES. All notices shall be given in person, or by registered or certified mail or by overnight mail carrier addressed to the Members at their most recent addresses as maintained in the books and records of the Company. Any Member may change such address by written notice sent by registered or certified mail to the Company.

20. APPLICABLE LAW. This Agreement, the relations, rights, and duties of the Members among themselves, and all matters pertaining to the Company and its property shall be governed by the statutes and laws of the State of Virginia applicable to limited liability companies.

21. INUREMENT. The covenants and agreements contained herein shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, personal representatives, successors in interest, heirs or legatees, and assigns.

22. USDA-RD PROVISIONS. Notwithstanding anything to the contrary set forth herein, if the Project becomes subject to the governance by the United States Department of Agriculture, Rural Development, the following provisions shall apply:

(a) The Managing Members shall have and maintain an aggregate minimum five percent (5.0%) financial interest in the residual or refinancing proceeds of the Company; and

(b) In addition to any other consent(s) required by this Agreement, none of the following actions shall be taken without first having obtained the prior consent from the United States Department of Agriculture, Rural Development: (i) withdrawing a Member (including removal), (ii) adding a Member, (iii) substituting or deleting a Member, (iv) amending the operating agreement or the company's articles of organization, (v) dissolving or terminating the Company, and (vi) borrowing funds from Members or third parties.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day and year first above written.


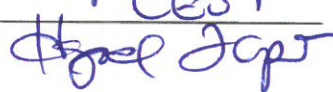
Flatiron Holdings, LLC, a North Carolina limited liability company,
Managing Member

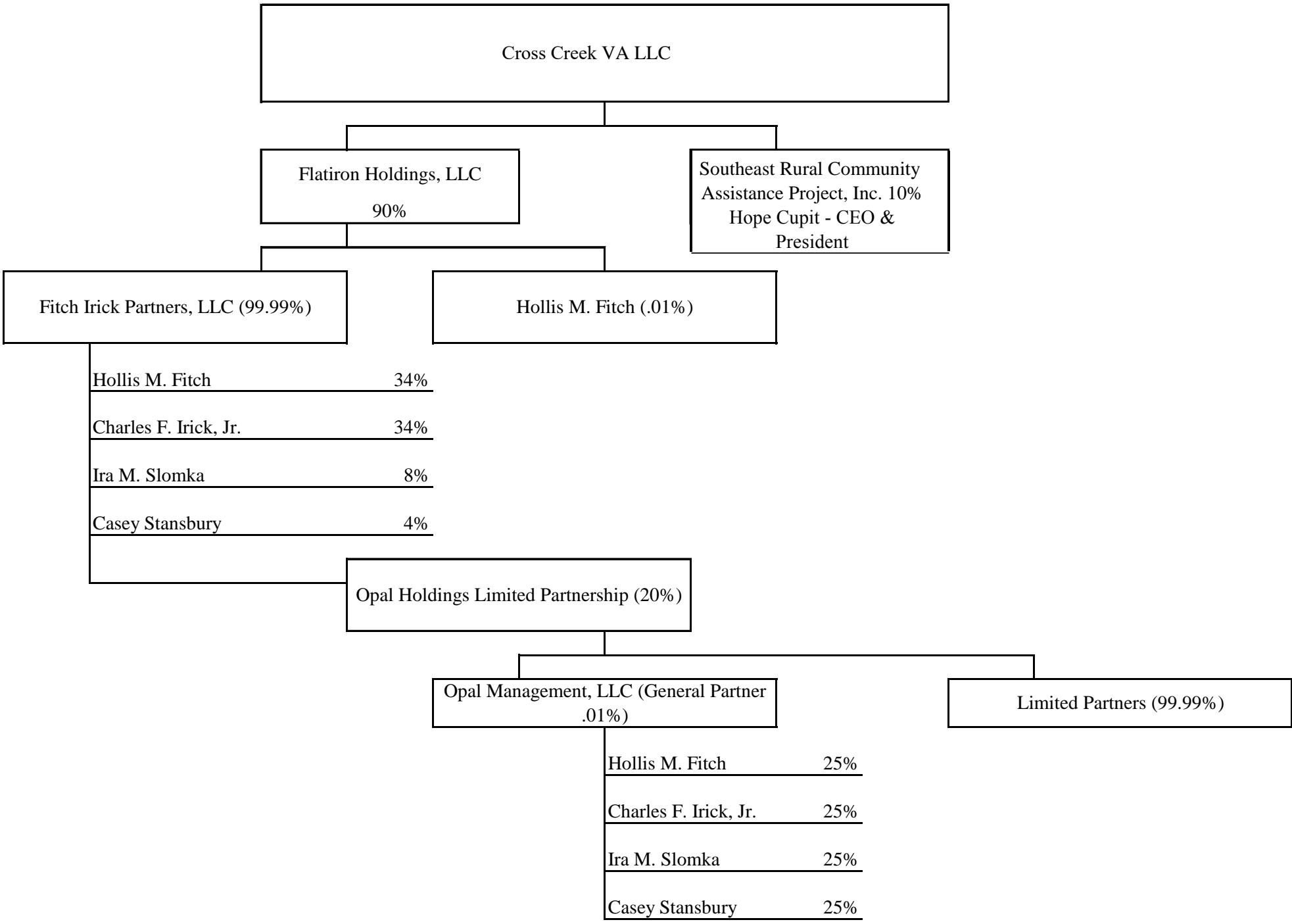
By: Fitch Irick Partners, LLC,
a North Carolina limited liability company, Managing Member

By: 

Hollis M. Fitch, Managing Member

Southeast Rural Community Assistance Project, Inc., a Virginia
nonstock corporation

By: 
Name: Cheryl Cupit
Title: CEO




DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "*Agreement*") is made and entered into as of the 14th day of March, 2019, between **CROSS CREEK VA LLC**, a Virginia limited liability company ("**Company**") and **FLATIRON PARTNERS, LLC**, a North Carolina limited liability company (the "**Developer**").

RECITALS:

WHEREAS, the Company was formed to develop, construct, rehabilitate, own, maintain and operate a residential rental property intended for rental to low and moderate income tenants (the "**Project**") and to qualify for low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986, as amended (the "**Code**"), known as Cross Creek Apartments located in South Hill, Virginia; and

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

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Appointment.** The Company hereby appoints the Developer to render services to the Company, and confirms and ratifies the appointment of the Developer with respect to services rendered for the Company to date, in supervising and overseeing the development of the Project as herein contemplated.

2. **Authority.** The Developer shall have the authority and the obligation to perform the services described in Paragraphs 3, 4, 5 and 6 below. Developer's services shall be performed in the name of and on behalf of the Company.

3. **Determination of Project Size, Structure and Composition.** The Developer shall perform all of the following services:

- (a) Conduct a preliminary market study.
- (b) Negotiate with, select, and hire a housing marketing analyst to conduct an independent market study for the proposed development, if required by the Company.
- (c) Determine the number of units in the Project and their size.
- (d) Determine the appropriate unit mix and amenities.
- (e) Identify potential sources of construction financing.
- (f) Analyze competitiveness of Project against others in the market area.
- (g) Make preliminary estimates of Project costs and determine Project feasibility.

4. **Pre-Construction.** The Developer shall perform all of the following services:

(a) Prepare or obtain an environmental impact assessment of the proposed development.

(b) Choose the products and materials necessary to equip the Project in a manner consistent with its intended use.

(c) If appropriate, prepare pre-qualification criteria for bidders interested in the Project, establish bidding schedules and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques with any special systems, materials or methods.

(d) Assist the Company in dealing with local organizations, adjoining landowners and other parties interested in the development of the Project.

(e) Secure all necessary land use approvals.

(f) Select the architect ("*Architect*") and other professional advisors.

(g) Negotiate and cause to be executed in the name of the Company, agreements for architectural, engineering, testing or consulting services for the Project.

(h) Negotiate and determine the terms of construction financing.

(i) Prepare a preliminary critical path schedule.

5. **Plans and Specifications.** The Developer shall perform the following services:

(a) Coordinate the preparation of the plans and specifications (the "*Plans and Specs*") and recommend alternative solutions whenever design details affect construction feasibility or schedules.

(b) Ensure that the Plans and Specs are in compliance with all applicable codes, laws, ordinances, rules and regulations.

(c) In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of shop drawings and samples.

6. **Construction Services.** The Developer shall perform the following services:

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

(i) Coordination and administration of the Architect or engineer, the general contractor and other contractors, professionals and consultants employed in connection with the construction or rehabilitation of the Project;

(ii) Administration of any construction contracts on behalf of the Company;

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

(iv) The rendering of advice and recommendations as to the selection procedures for and selection of subcontractors and suppliers;

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

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

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

(viii) Furnishing such consultation and advice relating to the Project as may be reasonably required;

(ix) Keeping the Company fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested; and

(x) Giving or making Company's instructions, requirements, approvals and payments provided for in the agreements with the Architect, general contractor, and other contractors, professionals and consultants retained for the Project.

(b) Cause construction of the Project to be performed in a diligent and efficient manner including:

(i) Obtain required building permits;

(ii) Ensuring all construction is consistent with the Plans and Specs, including any required off-site work;

(iii) General administration and supervision of construction of the Project, including but not limited to activities of subcontractors and their employees and agents, and others employed by the Project in a manner which complies in all respects with the Plans and Specs;

(iv) Compliance with any and all zoning regulations, county ordinances, including health, fire and safety regulations, and any other requirements of federal, state and local laws, rules, regulations and ordinances applicable to construction of the Project; and

(v) Insuring that the Project is constructed free and clear of all mechanics' and materialmen's liens.

(c) Receive bids, prepare bid analysis and make recommendations to the Company for award of contracts or rejection of bids.

(d) Investigate and recommend a schedule for purchase by the Company of all materials and equipment requiring long lead time procurement.

(e) Coordinate schedule with Architect and expedite and coordinate delivery of purchases.

(f) Develop and implement a procedure for the review and processing of applications by subcontractors for progress and final payments and monitor disbursement and payment of amounts owed Architects and the subcontractors.

(g) Record the progress of the Project and submitting written progress reports to the Company and Architect, including the percentage of completion and the number and amounts of change orders.

(h) Keep, or cause to be kept, accounts and cost records as to the construction of the Project; assemble and retain all contracts, agreements and other records and data as may be necessary to carry out Developer's functions hereunder.

(i) Make available to the Company, during normal business hours and upon the Company's written request, copies of all material contracts and subcontracts.

(j) Provide, and periodically update, Project construction time schedule which coordinates and integrates Architect's services with construction schedules.

(k) Coordinate the work of Architect to complete the Project in accordance with the objectives as to cost, time and quality, and provide sufficient personnel at the Project with authority to achieve such objectives.

(l) Provide a detailed schedule of realistic activity sequences and durations, allocation of labor and materials and processing of shop drawings and samples.

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

(n) Recommend courses of action to the Company when requirements of subcontracts are not being fulfilled.

(o) Revise and refine the approved estimate of construction cost, incorporate changes as they occur, and develop cash flow reports and forecasts as needed.

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

(q) Develop and implement a system for review and processing of change orders as to construction of the Project.

(r) Deliver to the Company a dimensioned as-built survey of the real property (locating only buildings) and as-built drawings of the Project construction.

(s) Obtain an Architect's certificate that the work on the Project is substantially complete, and inspect the Architect's work.

(t) Obtain certificates of occupancy for all of the Residential Units of the Project.

(u) Take all other actions necessary to provide the Company with a facility ready for lease to tenants.

(v) Maintain, or cause to be maintained, at its expense, all office and accounting facilities and equipment necessary to adequately perform the foregoing functions.

7. **Excluded Services.** The Developer shall not be required to perform any of the following services pursuant to this Agreement and, if any such services are performed with the consent of the Company, shall be separately compensated therefore as the parties may mutually agree:

(a) Locate, evaluate the suitability of, negotiate the purchase or lease of, or arrange the financing for the land on which the Project is to be located.

(b) Arrange, or negotiate the terms and conditions of, the permanent financing.

(c) Arrange, or negotiate the terms and conditions of, the capital contributions of an investor member in the Company.

(d) Perform or assist in the marketing or leasing of units in the Project.

Notwithstanding the foregoing, the Developer shall be obligated to provide information to the Company (in the form requested by the Company) regarding budgets, cost estimates, the status of the construction and the accomplishment of its duties hereunder, and any other information to the extent necessary or helpful to assist the Company or a person retained by it in performing such excluded services.

8. **Development Fee.** For services provided and to be performed under this Agreement the Company agrees to pay the developer a fee (the "*Development Fee*") in the aggregate amount of \$ 316,000, as provided in this Paragraph 8.

(a) Ten percent (10%) of the Development Fee shall be earned as the services described in Paragraph 3 are performed. In the event that at the end of any billing or fiscal period, a significant portion (but not all) of such services have been performed, a proportionate amount of such portion of the Development Fee shall be deemed earned.

(b) Ten percent (10%) of the Development Fee shall be earned as the services described in Paragraph 4 are performed. In the event that at the end of any billing or fiscal period, a significant portion (but not all) of such services have been performed, a proportionate amount of such portion of the Development Fee shall be deemed earned.

(c) Five percent (5%) of the Development Fee shall be earned as the services described in Paragraph 5 are performed. In the event that at the end of any billing or fiscal period, a significant portion (but not all) of such services have been performed, a proportionate amount of such portion of the Development Fee shall be deemed earned.

(d) Seventy-five percent (75%) of the Development Fee shall be earned as the services described in Paragraph 6 are performed. The Development Fee shall be payable at a mutually agreeable time; provided that (i) any portion of the Development Fee not treated as a Deferred Development Fee shall be payable on or before the date of the final capital contribution of the investor member in the Company; and (ii) any Deferred Development Fee shall be payable when and as funds are available to the Company to pay such fee, but in all events immediately after the close of the credit period (the "*Credit Period*" as that term is defined in Section 42(f)(1) of the Code) with respect to the Project. The Developer agrees that it shall recognize the entire fee is taxable income not later than the year following the end of the Credit Period. A Deferred Development Fee shall mean any portion of the Development Fee so treated as provided in the Operating Agreement. Any Deferred Development Fee shall be evidenced by a note in the form attached hereto as Exhibit A.

9. Reimbursement of Company Expenses. In addition to the Development Fee payable herein, the Developer shall receive reimbursement from the Company for any costs, fees or expenses paid to third parties and incurred in connection with the construction and development of the Project, including, without limitation of the generality of the foregoing, payments to any third party constructor for construction, engineering, appraisal market study, surveying or similar services and payments of any cash escrows or letters of credit, attorneys fees, accountants fees, or other consulting fees incurred in connection with the Project.

10. Allocation of Fee. At the request of the Company, the Developer will prepare a schedule allocating its Development Fee among the services performed by it (including, for example, an allocation between items that are or are not includable in eligible basis determined for purposes of Section 42 of the Code). The Developer will retain and provide to the Company books and records substantiating its allocation of the Development Fee.

11. Fee Unconditional. It is expressly understood and agreed by the parties hereto that the Development Fee and the reimbursement of costs incurred by the Developer in connection with the development of the Project shall be payable without regard to the income or profits of the Company.

12. Withholding of Fee Payments. In the event that (i) the Developer shall not have substantially complied with any material provisions under this Agreement, or (ii) any construction financing commitment, or any agreement entered into by the Company for construction financing related to the Project shall have terminated prior to its respective termination date(s), or (iii) foreclosure proceedings shall have been commenced against the Project by a construction lender, then the Developer shall be in default of this Agreement, and the Company shall withhold payment of any installment of the fee not yet earned by the Developer. All amounts so withheld by the Company shall be promptly released to the Developer only after cures of the default justifying the withholding, as demonstrated by evidence reasonably acceptable to the Company.

13. Right of Offset. The Company shall have the right to offset amounts owed hereunder to the Developer against any obligation of the Developer to the Company or its members, whether such obligation is incurred in its capacity as Developer, member manager, guarantor or otherwise.

14. **Assignment of Fees.** Without the consent of the Company, the Developer shall not assign, pledge or otherwise encumber, for security or otherwise, the Development Fee, or any portion(s) thereof or any right(s) of the Developer thereto. Any such assignment, pledge or encumbrance shall be null and void.

15. **Successors and Assigns, Termination.** This Agreement shall be binding on the parties hereto and their heirs, successors, and assigns. However, this Agreement may not be assigned by any party hereto without the consent of all of the members of the Company, nor may it be terminated without the consent of all of the members of the Company (except in the case of a material breach hereunder by the Developer); such consent shall not be unreasonably withheld.

16. **Defined Terms.** Capitalized terms used in this Agreement and not specifically defined herein shall have the same meanings assigned to them in the operating agreement of the Company, as such agreement may be amended from time to time.

17. **Severability.** If any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain unimpaired and shall continue in full force and effect.

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

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

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter as of the date hereof and supersedes all prior understandings, representations, proposals, discussions and negotiations whatsoever, whether oral or written, between the parties hereto.

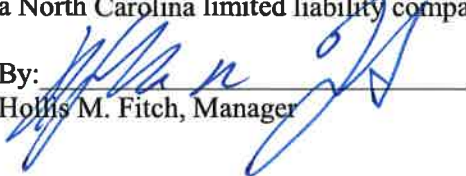
21. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Virginia.

[signature page follows]

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

DEVELOPER:

Flatiron Partners, LLC,
a North Carolina limited liability company

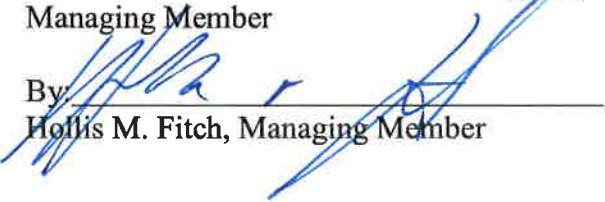
By: 
Hollis M. Fitch, Manager

COMPANY:

Cross Creek VA LLC,
a Virginia limited liability company

By: Flatiron Holdings, LLC, a North Carolina liability company, Managing Member

By: Fitch Irick Partners, LLC,
a North Carolina limited liability company,
Managing Member

By: 
Hollis M. Fitch, Managing Member

B

Virginia State Corporation
Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, February 1, 2019

This is to certify that the certificate of organization of

Cross Creek VA LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: February 1, 2019



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission

C

Principal's Previous
Participation Certification
(MANDATORY)



Previous Participation Certification

Development Name: Cross Creek
Name of Applicant (entity): Cross Creek VA LLC

I hereby certify that:

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

Previous Participation Certification, cont'd

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 Development Authority (VHDA) employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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

Signature


Hollis M. Fitch

Printed Name

February 18, 2019

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

D

List of LIHTC Developments

(Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Cross Creek
 Name of Applicant: Cross Creek VA LLC

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Hollis M. Fitch Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Oakeside Apartments John's Island, SC	Oakeside SC LLC 704.335.9112	Y	38	38	Under Construction		N
2 Mason Manor, Bolling Springs, SC	Mason Manor SC LLC 704.335.9112	Y	98	98	3/17/17	3/26/18	N
3 Heronview, Sterling, VA	Heronview VA LLC 704.335.9112	Y	96	96	Under Construction		N
4 Harmony Village, Galax, VA	Harmony Village VA LLC 704.335.9112	Y	42	42	8/10/17	2/26/19	N
5 Brookshire Apartments, Bassett, VA	Brookshire Apartments VA LLC 704.335.9112	Y	64	64	8/10/17	2/27/19	N
6 Milnwood Village, Farmville, VA	Milnwood Village VA LLC 704.335.9112	Y	40	40	8/10/17	9/17/18	N
7 Lakewood Apartments, Clarksville, VA	Lakewood Apartments VA LLC 704.335.9112	Y	52	52	Under Construction		N
8 Snowden Senior Apartments, Newport News, VA	Snowden Senior Apartments LLC 704.335.9112	Y	68	68	11/3/17	8/6/18	N
9 Rivers Place Apartments, North Charleston, SC	Rivers Place SC LLC 704.335.9112	Y	48	48	12/1/16	9/15/17	N
10 Cedar Terrace, Hendersonville, NC	Cedar Terrace NC LLC 704.335.9112	Y	80	80	9/6/17	5/25/18	N
11 The Assembly, Greenville, SC	Assembly SC LLC 704.335.9112	Y	240	240	8/31/17	2/27/18	N
12 Cooper Terrace, Elkin, NC	Cooper Terrace NC LLC 704.335.9112	Y	56	56	7/5/15	12/18/15	N
13 Harrison Terrace, Marion, NC	Harrison Terrace NC LLC 704.335.9112	Y	60	60	11/21/16	6/13/17	N
14 Weldon Downtown Apartments, Weldon, NC	Weldon Small Town Development LLC 336.722.9871	N	24	24	4/4/06	11/21/07	N
15 Taylor Loft Apartments, South Boston, VA	Taylor Lofts LLC 336.722.9871	N	47	47	9/8/08	4/13/09	N
16 Spaulding Woods II, Marion, NC	Spaulding Woods II, LLC 336.722.9871	N	34	34	8/2/06	11/19/07	N
17 Royce Hill Apartments, Oak Ridge, TN	Royce Hill, LP 336.722.9871	N	72	72	11/18/08	2/26/10	N
18 Rowan Pointe, Mocksville, NC	Rowan Pointe, LLC 336.722.9871	N	60	60	5/5/10	10/21/11	N
19 Ridgecrest Town Apartments, Bristol, VA	Ridgecrest Apartments LLC 336.722.9871	N	72	72	1/2/08	9/5/08	N
20 Randleman School Commons, Randleman, VA	Randleman School Commons, LLC 336.722.9871	N	30	30	12/29/04	10/12/06	N
21 Pecan Grove Apartments, Darlington, NC	Pecan Grove Apts, LLC 336.722.9871	N	32	32	5/2/07	2/26/08	N
22 Orchard View Apartments, McMinnville, TN	Orchard View LP 336.722.9871	N	64	64	12/1/08	2/26/10	N
23 Newberry Hospital, Newberry, SC	Newberry Hospital LLC 336.722.9871	N	35	35	7/1/04	2/23/05	N
24 Nathaniel Village, Greenville, NC	Nathaniel Village LLC 336.722.9871	N	48	48	12/29/09	Exchange	N
25 Nantucket Lofts, Kinston, NC	Nantucket Lofts LLC 336.722.9871	N	28	28	12/31/04	10/12/06	N
26 Mulberry School Apartments	Mulberry School Apts, LLC 336.722.9871	N	31	31	12/31/07	10/3/08	N
27 Moore Grocery Lofts, Tyler, TX	Moore Grocery Lofts LLC 336.722.9871	N	88	88	12/31/08	8/11/11	N
28 Mayworth School Apartments, Cramerton, NC	Mayworth School Apartments LLC 336.722.9871	N	40	40	12/31/08	11/11/09	N
29 Lynn Street Lofts, Danville, VA	Lynn Streets Lofts LLC 336.722.9871	N	37	37	5/28/08	12/18/08	N
30 Lassiter Square Apartments, Madison, NC	Lassiter Square LLC 336.722.9871	N	36	36	11/30/05	1/29/07	N
31 Kinston Hotel, Kinston, NC	Kinston Hotel LLC 336.722.9871	N	38	38	12/28/06	2/19/08	N
32 Kemper Lofts, Lynchburg, VA	Kemper Lofts LLC 336.722.9871	N	41	41	12/14/09	10/6/10	N
33 Hunter Bay Apartments, York SC	Hunter Bay LLC 336.722.9871	N	40	40	12/7/09	12/29/09	N
34 Historic Lofts of Waco High, Waco, TX	Historic Lofts of Waco High, LLC 336.722.9871	N	104	104	12/16/09	6/27/11	N
35 Heron Crossing, Ridgeland, SC	Heron Crossing LLC 336.722.9871	N	40	32	12/6/07	2/26/08	N
36 Hanover Ridge Apartments, Antioch, TN	Hanover Ridge LP 336.722.9871	N	72	44	3/26/09	4/15/10	N
37 Greenview Village, Powell, TN	Greenview Village LLC 336.722.9871	N	44	44	12/22/10	2/2/11	N
38 Globe Tobacco Lofts, Mount Airy, NC	Globe Tobacco Lofts, LLC 336.722.9871	N	43	34	12/31/07	10/8/07	N
39 George Washington School Apartments, Kinsport, TN	George Washington School LLC 336.722.9871	N	54	54	11/14/07	9/8/09	N
40 East Harper Street Apartments, Lenoir, NC	East Harper Street Apts, LLC 336.722.9871	N	46	46	8/17/06	9/14/08	N

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

1st PAGE TOTAL: 2,282 2,237 LIHTC as % of Total Units 98%

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	East Broad Crossing, Statesville, NC	East Broad Crossing LLC 336.722.9871	N	50	50	9/6/06	11/27/07	N
47	Douglas School Apartments, Bristol, VA	Douglas School Apts, LLC 366.722.9871	N	41	41	8/3/06	4/26/07	N
48	Darlington Downtown Lofts, Darlington, NC	Darlington Downtown Revitalization LLC 336.722.9871	N	28	28	12/7/07	2/26/08	N
49	Colt Village, Florence, SC	Colt Village, LLC 336.722.9871	N	60	60	12/5/08	2/18/09	N
50	Cleveland School Apartments, Clayton, NC	Cleveland School Seniors, LLC 336.722.9871	N	25	25	12/28/05	1/10/08	N
51	Central School Apartments, Bessemer City, NC	Central School Apts, LLC 336.722.9871	N	33	33	10/24/08	4/23/09	N
52	Berea Heights Villas, Greenville, SC	Berea Heights Villas, LLC 336.722.9871	N	72	72	8/29/05	1/13/06	N
53	Beaumont Downtown Lofts, Beaumont, TX	Beaumont Downtown Lofts LLC 336.722.9871	N	36	36	10/9/08	4/22/11	N
54	Westgate Terrace, Franklin, NC	Westgate Terrace NC LLC 704.335.9112	Y	60	60	1/30/14	1/5/14	N
55	Cone Development II, Greenville, SC	Cone Development II SC LLC 704.335.9112	Y	96	96	4/7/14	2/10/14	N
56	Pope Field Terrace, Easley, SC	Pope Field Terrace SC LLC 704.335.9112	Y	56	56	11/12/13	2/11/14	N
57	Broad River Terrace Brevard, NC	Broad River Terrace LLC	Y	62	62	6/21/11	11/16/11	N
58	Heritage Apartments Walnut Cove, NC	Heritage Apartments NC LP 704-335-9112	Y	24	24	1/1/14	4/13/15	N
59	Stone Springs Sterling, VA	Stone Springs VA LLC	Y	128	128	Under Construction		N
60	Nottoway Manor Blackstone, VA	Nottoway Manor VA LLC 704-335-9112	Y	28	28	Under Construction		N
61	Willow Branch Madison Heights VA	Willow Branch VA LLC 704-335-9112	Y	48	48	Under Construction		N
62	Fairington West Apartments Concord NC	Fairington West NC LLC	Y	48	48	Under Construction		N
63	Pine Forest King George VA	Pine Forest VA LLC 704-335-9112	Y	40	40	Under Construction		N
64	New River Gardens I Radford VA	New River Gardens I VA LLC 704-335-9112	Y	48	48	Under Construction		N
65	Washington Square Emporia, VA	Washington Square VA LLC 704-335-9112	Y	24	24	Under Construction		N
66	Westridge Apartments, Greenville, SC	Westridge SC LLC 704-335-9112	Y	54	54	Under Construction		N
67	Eitwan Place Goose Creek, SC	Eitwan Place SC LLC 704-335-9112	Y	60	60	Under Construction		N
68	Summerville Villas, Summerville, SC	Summerville Villas SC LLC 704-335-9112	Y	42	42	Under Construction		N
69	Mountain Wood, Taylorsville, NC	Mountain Wood SC LLC 704-335-9112	Y	40	40	Under Construction		N
70	Pleasantburg Senior Apartments Greenville, SC	Pleasantburg Senior VA LLC 704-335-9112	Y	38	38	Under Construction		N
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2nd PAGE TOTAL: 1,241 1,241

GRAND TOTAL: 3,523 3,478

LIHTC as % of 99% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Cross Creek
 Name of Applicant: Cross Creek VA LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Charles F. Irick, Jr Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

Development #	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	Etiwan Place Apartments Goose Creek, SC	Etiwan Place SC LLC 704.335.9112	Y	60	60	Under Construction		N
2	Westridge Apartments/Greenville, SC	Westridge SC LLC 704.335.9112	Y	54	54	Under Construction		N
3	Fairington West Apartments/Concord NC	Fairington West NC LLC 704.335.9112	Y	48	48	Under Construction		N
4	Willow Branch/ Madison Heights VA	Willow Branch VA LLC 704.335.9112	Y	48	48	Under Construction		N
5	Nottoway Manor/ Blackstone VA	Nottoway Manor VA LLC 704.335.9112	Y	28	28	Under Construction		N
6	Oakside Apartments John's Island, SC	Oakside SC LLC 704.335.9112	Y	38	38	Under Construction	8609s pending	N
7	Mason Manor, Boiling Springs, SC	Mason Manor SC LLC 704.335.9112	Y	98	98	3/17/17	3/26/18	N
8	Heronview, Sterling, VA	Heronview VA LLC 704.335.9112	Y	96	96	Under Construction		N
9	Harmony Village, Galax, VA	Harmony Village VA LLC 704.335.9112	Y	42	42	8/10/17	2/26/19	N
10	Brookshire Apartments, Bassett, VA	Brookshire Apartments VA LLC 704.335.9112	Y	64	64	8/10/17	2/27/19	N
11	Milnwood Village, Farmville, VA	Milnwood Village VA LLC 704.335.9112	Y	40	40	8/10/17	9/17/18	N
12	Lakewood Apartments, Clarksville, VA	Lakewood Apartments VA LLC 704.335.9112	Y	52	52	Under Construction	8609s pending	N
13	Snowden Senior Apartments, Newport News, VA	Snowden Senior Apartments LLC 704.335.9112	Y	68	68	11/3/17	8/6/18	N
14	Rivers Place Apartments, North Charleston, SC	Rivers Place SC LLC 704.335.9112	Y	48	48	12/1/16	9/12/17	N
15	Cedar Terrace, Hendersonville, NC	Cedar Terrace NC LLC 704.335.9112	Y	80	80	9/6/17	5/25/18	N
16	The Assembly, Greenville, SC	Assembly SC LLC 704.335.9112	Y	240	240	8/31/17	2/27/18	N
17	Mountain Wood, Taylorsville, NC	Mountain Wood SC LLC 704.335.9112	Y	40	40	Under Construction		N
18	Summerville Villas, Summerville SC	Summerville Villas SC LLC 704.335.9112	Y	42	42	Under Construction		N
19	Stone Springs, Sterling, Va	Stone Springs VA LLC 704.335.9112	Y	128	128	Under Construction		N
20	Pine Forest King George, V	Pine Forest VA LLC 704.335.9112	Y	40	40	Under Construction		N
21	New River Gardens I Radford, VA	New River Gardens I VA LLC 704.335.9112	Y	48	48	Under Construction		N
22	Washington Square, Emporia, VA	Washington Square VA LLC 704.335.9112	Y	24	24	Under Construction		N
23	Pleasantburg Senior, Greenville, SC	Pleasantburg Senior SC LLC 704.335.9112	Y	38	38	Under Construction		N
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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: 1,464 1,464 LIHTC as % of Total Units
100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Cross Creek
 Name of Applicant: Cross Creek VA LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Ira Slomka Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Etiwan Place Apartments Goose Creek, SC	Etiwan Place SC LLC 704.335.9112	Y	60	60	Under Construction		N
2	Westridge Apartments/Greenville, SC	Westridge SC LLC 704.335.9112	Y	54	54	Under Construction		N
3	Fairington West Apartments/Concord NC	Fairington West NC LLC 704.335.9112	Y	48	48	Under Construction		N
4	Willow Branch/ Madison Heights VA	Willow Branch VA LLC 704.335.9112	Y	48	48	Under Construction		N
5	Nottoway Manor/ Blackstone VA	Nottoway Manor VA LLC 704.335.9112	Y	28	28	Under Construction		N
6	Oakside Apartments John's Island, SC	Oakside SC LLC 704.335.9112	Y	38	38	Under Construction	8609s pending	N
7	Mason Manor, Boiling Springs, SC	Mason Manor SC LLC 704.335.9112	Y	98	98	3/17/17	3/26/18	N
8	Heronview, Sterling, VA	Heronview VA LLC 704.335.9112	Y	96	96	Under Construction		N
9	Harmony Village, Galax, VA	Harmony Village VA LLC 704.335.9112	Y	42	42	8/10/17	2/26/19	N
10	Brookshire Apartments, Bassett, VA	Brookshire Apartments VA LLC 704.335.9112	Y	64	64	8/10/17	2/27/19	N
11	Milnwood Village, Farmville, VA	Milnwood Village VA LLC 704.335 9112	Y	40	40	8/10/17	9/17/18	N
12	Lakewood Apartments, Clarksville, VA	Lakewood Apartments VA LLC 704.335.9112	Y	52	52	Under Construction	8609s pending	N
13	Snowden Senior Apartments, Newport News, VA	Snowden Senior Apartments LLC 704.335.9112	Y	68	68	11/3/17	8/6/18	N
14	Rivers Place Apartments, North Charleston, SC	Rivers Place SC LLC 704.335.9112	Y	48	48	12/1/16	9/12/17	N
15	Cedar Terrace, Hendersonville, NC	Cedar Terrace NC LLC 704.335.9112	Y	80	80	9/6/17	5/25/18	N
16	The Assembly, Greenville, SC	Assembly SC LLC 704.335.9112	Y	240	240	8/31/17	2/27/18	N
17	Mountain Wood, Taylorsville, NC	Mountain Wood SC LLC 704.335.9112	Y	40	40	Under Construction		N
18	Summerville Villas, Summerville SC	Summerville Villas SC LLC 704.335.9112	Y	42	42	Under Construction		N
19	Stone Springs, Sterling, Va	Stone Springs VA LLC 704.335.9112	Y	128	128	Under Construction		N
20	Pine Forest King George, V	Pine Forest VA LLC 704.335.9112	Y	40	40	Under Construction		N
21	New River Gardens I Radford, VA	New River Gardens I VA LLC 704.335.9112	Y	48	48	Under Construction		N
22	Washington Square, Emporia, VA	Washington Square VA LLC 704.335.9112	Y	24	24	Under Construction		N
23	Pleasantburg Senior, Greenville, SC	Pleasantburg Senior SC LLC 704.335.9112	Y	38	38	Under Construction		N
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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: 1,464 1,464 LIHTC as % of
100% Total Units

List of LIHTC Developments (Schedule A)



Development Name: Cross Creek
 Name of Applicant: Cross Creek VA LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Casey Stansury Controlling GP (CGP) or 'Named' Managing Member of Proposed property?* Y or N

Principal's Name:	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	Etiwan Place Apartments Goose Creek, SC	Etiwan Place SC LLC 704.335.9112	Y	60	60	Under Construction		N
2	Westridge Apartments/Greenville, SC	Westridge SC LLC 704.335.9112	Y	54	54	Under Construction		N
3	Fairington West Apartments/Concord NC	Fairington West NC LLC 704.335.9112	Y	48	48	Under Construction		N
4	Willow Branch/ Madison Heights VA	Willow Branch VA LLC 704.335.9112	Y	48	48	Under Construction		N
5	Nottoway Manor/ Blackstone VA	Nottoway Manor VA LLC 704.335.9112	Y	28	28	Under Construction		N
6	Oakside Apartments John's Island, SC	Oakside SC LLC 704.335.9112	Y	38	38	Under Construction	8609s pending	N
7	Mason Manor, Boiling Springs, SC	Mason Manor SC LLC 704.335.9112	Y	98	98	3/17/17	3/26/18	N
8	Heronview, Sterling, VA	Heronview VA LLC 704.335.9112	Y	96	96	Under Construction		N
9	Harmony Village, Galax, VA	Harmony Village VA LLC 704.335.9112	Y	42	42	8/10/17	2/26/19	N
10	Brookshire Apartments, Bassett, VA	Brookshire Apartments VA LLC 704.335.9112	Y	64	64	8/10/17	2/27/19	N
11	Milnwood Village, Farmville, VA	Milnwood Village VA LLC 704.335.9112	Y	40	40	8/10/17	9/17/18	N
12	Lakewood Apartments, Clarksville, VA	Lakewood Apartments VA LLC 704.335.9112	Y	52	52	Under Construction	8609s pending	N
13	Snowden Senior Apartments, Newport News, VA	Snowden Senior Apartments LLC 704.335.9112	Y	68	68	11/3/17	8/6/18	N
14	Rivers Place Apartments, North Charleston, SC	Rivers Place SC LLC 704.335.9112	Y	48	48	12/1/16	9/12/17	N
15	Cedar Terrace, Hendersonville, NC	Cedar Terrace NC LLC 704.335.9112	Y	80	80	9/6/17	5/25/18	N
16	The Assembly, Greenville, SC	Assembly SC LLC 704.335.9112	Y	240	240	8/31/17	2/27/18	N
17	Mountain Wood, Taylorsville, NC	Mountain Wood SC LLC 704.335.9112	Y	40	40	Under Construction		N
18	Summerville Villas, Summerville SC	Summerville Villas SC LLC 704.335.9112	Y	42	42	Under Construction		N
19	Stone Springs, Sterling, Va	Stone Springs VA LLC 704.335.9112	Y	128	128	Under Construction		N
20	Pine Forest King George, V	Pine Forest VA LLC 704.335.9112	Y	40	40	Under Construction		N
21	New River Gardens I Radford, VA	New River Gardens I VA LLC 704.335.9112	Y	48	48	Under Construction		N
22	Washington Square, Emporia, VA	Washington Square VA LLC 704.335.9112	Y	24	24	Under Construction		N
23	Pleasantburg Senior, Greenville, SC	Pleasantburg Senior SC LLC 704.335.9112	Y	38	38	Under Construction		N
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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: 1,464 1,464 **LIHTC as % of Total Units**
100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

E

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

OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement"), made and entered into as of the 4th day of February, 2019 by and between **CROSS CREEK VA LLC**, a Virginia limited liability company (hereinafter called "Buyer"), and **CROSS CREEK LIMITED PARTNERSHIP**, a Virginia limited partnership (hereinafter collectively called "Seller");

WITNESSETH:

That for and in consideration of One and No/100 Dollars (\$1.00) (the "Option Money") and other good and valuable considerations paid to Seller by Buyer, the receipt of which is hereby acknowledged, and in further consideration of the mutual promises and conditions expressed below, Seller hereby grants to Buyer, its successors and assigns, the sole and exclusive right to purchase, at the price and subject to the terms, conditions and provisions hereinafter stated, that certain tract, or parcel, of land situated in South Hill, Virginia commonly known as the Cross Creek Apartments, and being more particularly described on **Exhibit A** attached hereto (the "Property").

NOW, THEREFORE, the parties hereto agree each with the other as follows:

1. Term. This Option shall become effective as of the date set forth above and shall exist and continue through midnight on the 31st day of August, 2019, at which time it will expire (the foregoing time period and any extended term, if any, shall be deemed the "Option Term").
2. Option Money. The Option Money shall be credited against the purchase price of the Property.
3. Exercise of Option. The option herein granted may be exercised only by the giving of written notice of exercise of the Option to Seller by Buyer, which notice shall be in accordance with the provisions of Paragraph 12 hereof, and which may be given at any time within the Option Term. If this Option Agreement is not exercised during the Option Term, all rights of Buyer shall cease and terminate the Option Money shall be retained by Seller.
4. Purchase Price. Buyer shall assume the existing loan(s) from USDA, Rural Development to Seller ("Assumption Amount"). The Purchase Price shall be \$10.00 plus the Assumption Amount as of the Closing Date.
5. Closing Date. Closing on the Property shall be no later than December 31, 2019 or earlier upon no less than five (5) days notice to Seller.
6. Title. At Closing, Seller shall deliver to Buyer indefeasible and marketable fee simple title to the Property, free and clear of any deeds of trust, liens, security interests, encumbrances or other restrictions other than easements currently existing of record. If Buyer's title search and/or title

insurance commitment reveals any objectionable title matters (in Buyer's reasonable discretion), Buyer shall have the right to notify Seller in writing of any defect or condition related to the title insurance commitment that materially affects the title to the Property or the use of the Property as a multi-family residential development. Seller shall have five (5) days after the receipt of such written notice to correct said defects or conditions. If Seller is unable or unwilling to correct such defects or conditions, and unless Buyer elects to purchase the Property with the particular defect or condition uncorrected, Buyer shall have the option to terminate this Agreement and receive a return of the Option Money, regardless of whether the Option has been exercised. If Seller is unable or unwilling to correct such defects within said five (5) days, Buyer shall then have five (5) days in which to notify Seller of the Buyer's election to terminate this Agreement. The failure of the Buyer to give Seller written notice of its election to terminate the Agreement shall constitute a waiver of the condition or defect and shall be deemed an election to purchase the Property with the particular defect or condition uncorrected.

Title shall be conveyed by a general warranty deed in recordable form with all required tax stamps affixed conveying marketable indefeasible, fee simple (in fact, and insurable so to be) title, free and clear of all liens and encumbrances save and except only easements of record as of the date of this Option and exceptions consented to by Buyer as set forth in the foregoing paragraph, ad valorem taxes for the calendar year of Closing (to be prorated on a calendar year basis as of the Closing Date), and such state of facts as is revealed by a current and accurate survey of the Property which reveals items arising after the date of this Option. Except as consented to by Buyer, Seller shall do nothing which impairs such title to the Property as Seller now owns during the Option Term.

7. Closing Costs. At closing Seller shall pay the cost of the deed preparation, the excise tax stamps to be placed on the deed, if any, all State and Local Grantor tax, any instruments which may be required to clear the title of any prior liens, and any counsel fees for counsel employed or retained by Seller. Buyer shall pay for title examination, title policy, surveys, recording fees, all State and Local Grantee tax, and for any counsel fees Buyer incurs in the transaction.

8. Inspection. Seller does hereby agree to provide access to Buyer and its engineers and agents to the Property for purposes of undertaking such surveys, inspections or such other tests and analyses as Buyer may deem necessary and appropriate. Seller consents to Buyer applying for any zoning and/or land use permits, applying for a reservation of housing tax credits from the Virginia Housing Development Authority, determining the permits, approvals and licenses necessary for its use of the Property, performing tests and audits at the Property, securing any approvals from the Commonwealth of Virginia and local municipalities that Buyer determines necessary, and conducting a survey of the Property. Seller shall cooperate with Buyer in any applications it files for zoning and/or land use permits; securing of approvals, licenses and permits; surveying the Property; obtaining title insurance; conducting tests and audits; and inspecting the property. All expenses associated with the inspection of the property shall be paid for by Buyer. Buyer does hereby agree to indemnify and hold Seller harmless from any loss or liability that may occur as a result of such inspection activity that may be undertaken by Buyer, its engineers or agents.

9. Condemnation. If prior to Closing all or any portion of the Property is taken by eminent domain, Buyer may at its option close on the Property, or may terminate this Option Agreement and receive a return of the Option Money. If Buyer elects to close, then Seller shall

assign to Buyer the entire proceeds resulting from such taking and Buyer shall be entitled to pursue the claim and retain all it is able to collect for such taking.

10. Closing Documents. At Closing Seller will execute, acknowledge and deliver to Buyer a general warranty deed with tax stamps affixed conveying title as hereinbefore required, will deliver such lien waiver or affidavit as Buyer's title insurer may require to insure against any possible unfiled and unpaid laborer's or materialmen's liens, together with such other papers and documents as may be reasonably necessary in connection with the completion of the closing.

11. Possession. Subject to the rights of residential tenants on the Property, possession of the Property shall be delivered to Buyer at the time of Closing.

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

Seller:

c/o Hollis Fitch
1714 East Boulevard
Charlotte, NC 28203
Email: hfitc@flatironenterprises.com

Buyer:

c/o Hollis Fitch
1714 East Boulevard
Charlotte, NC 28203
Email: hfitc@flatironenterprises.com

13. Representations of Seller. Seller represents and warrants to Buyer that, to the best of the knowledge of Seller, the following:

a. There is not now, nor has there ever been located in, on, or about the Property any pollutants, contaminants, gas or petroleum products, or other hazardous or toxic materials, the presence of which is either penalized or prohibited or removal required by any local, state, or federal government instrumentality or by applicable laws, statutes, or regulations. The parties acknowledge that Buyer, as a part of its due diligence, may obtain a Phase I Environmental Audit, at the Buyer's sole cost and expense, to determine the environmental condition of the Property. If an environmental condition occurs which adversely affects the Property between the time of the initial Phase I and any Phase I update, then Buyer shall have the right to terminate this Agreement and receive a refund of all Option Money, regardless of whether the Option has been exercised.

b. The Option has been duly executed and delivered by Seller, constitutes the valid and binding agreement of Seller, and is enforceable in accordance with its terms.

c. There is no action, suit, or proceeding, pending or known to be threatened, against Seller, the Property or which would affect the Property.

d. Seller has not filed a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency or bankruptcy law.

e. Seller has fee simple title to the Property, has the exclusive right of possession of the Property and there are no commercial leases affecting the Property.

f. Seller has not entered into any agreement, oral or written, other than this Agreement, with reference to the Property.

g. Seller has not received any notice from any city, county or other governmental authority of any taking of the Property, or any portion thereof, by eminent domain or similar proceeding, and no such taking or other condemnation of the Property, or any portion thereof, shall be threatened or contemplated by any governmental authority.

h. Seller has no knowledge of any change or proposed change in the route, grade or width of or otherwise affecting, any street or road adjacent to or serving the Property.

14. Entire Agreement. This Agreement and any exhibits hereto and other documents incorporated or referred to herein, contains the entire Agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all the parties. Any and all references herein to the Seller or Buyer shall be deemed to include their respective successors, heirs or permitted assigns.

15. Assignment. The rights of Buyer hereunder shall be assignable.

16. Default. Should Buyer default under this Option and if and such default is not cured within ten (10) days of written notice from Seller to Buyer (or such additional period of time as shall be necessary to effect a cure provided Buyer is proceeding in good faith with a cure), there shall be deemed an event of default hereunder by Buyer. For any event of default by Buyer hereunder, Seller shall retain the Option Money as its sole and exclusive remedy.

In the event Seller shall default hereunder, Buyer may either elect to (i) terminate this Option and receive a return of the Option Money and file a lawsuit for damages or (ii) seek specific performance of Seller's obligation to convey title to the Property to Buyer in accordance herewith.

17. Situs. This Agreement shall be governed in all respects by and construed under the laws of the Commonwealth of Virginia.

18. Memorandum. On request of Buyer, Seller agrees to execute a memorandum of this Agreement in recordable form, setting forth in general terms the rights granted to Buyer hereunder.

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

BUYER:

Cross Creek VA LLC,
a Virginia limited liability company

By: Flatiron Holdings, LLC, a North Carolina limited liability company, Managing Member

By: Fitch Irick Partners, LLC,
a North Carolina limited liability company,
Managing Member

By: 

Hollis M. Fitch, Managing Member

SELLER:

Cross Creek Limited Partnership,
a Virginia limited partnership

By: Flatiron Holdings, LLC, a North Carolina limited liability company, General Partner

By: Fitch Irick Partners, LLC,
a North Carolina limited liability company,
Managing Member

By: 

Hollis M. Fitch, Managing Member

EXHIBIT "A"

All that certain lot or parcel of land situate, lying and being in the Town of South Hill, Mecklenburg County, Virginia, containing 0.97 Acres, as shown and described on a prior plat, dated September 17, 1987, recorded in the Clerk's Office of said county in Deed Book 359, Page 727 and being more recently shown on a plat captioned "As-Built Survey Cross Creek Apartments Town of South Hill, Mecklenburg County, Va. for Cross Creek Limited Partnership" by Marvin L. Crutchfield, L. S. , dated May 26, 1994, which plat is duly recorded in the Circuit Court Clerk's Office in Plat Book 7, Page 334, said property being shown thereon as beginning at a point on Brunswick Avenue a corner with lands now or formerly belonging to Fred A. and Elizabeth B. Smith; thence with Smith N 61-40-35 W 220.05 feet to a point on the right-of-way of Lunenburg Avenue; thence with Lunenburg Avenue N 35-49-42 E 194.58 feet to a point a corner with lands now or formerly belonging to Bernice S. Walker; thence with Walker S 61-41-04 E 219.42 feet to a point on the right-of-way of Brunswick Avenue; thence along said Brunswick Avenue S 35-38-32 W 194.53 feet to the point of beginning all as shown on said plat and being the same land conveyed Cross Creek Limited Partnership, a North Carolina partnership, by deed of Meade G. Pratali and wife, dated December 16, 1992, which deed is recorded in the Clerk's Office of said county in Deed Book 436, Page 500. Reference is herein made to said deed and plat for a more particular description of the property herein conveyed.

VIRGINIA
 IN THE CLERK'S OFFICE OF
 MECKLENBURG COUNTY
 CIRCUIT COURT ON THE 20TH DAY OF
 JUNE, 1994 AT 09:25AM
 INSTRUMENT #940002773 WAS RECEIVED AND
 UPON CERTIFICATION OF ACKNOWLEDGEMENT
 THERETO ANNEXED, ADMITTED TO RECORD.
 THE STATE TAX IMPOSED BY SEC. 58.1-802
 OF THE VIRGINIA CODE, HAS BEEN PAID IN
 THE AMOUNT OF: \$.00
 STATE: \$.00 LOCAL: \$.00
 TESTE: E. E. COLEMAN
 (CLERK OF CIRCUIT COURT)

Del to P. Butts

BY: YHC _____ D.C.

Southeastern Housing Preservation, Inc.

March 11, 2019

Mr. Charlie Irick
Flatiron Partners, LLC
1714 East Blvd.
Charlotte, NC 28203

RE: Cross Creek Apartments

Dear Mr. Irick,

The purpose of this letter is to inform you that Southeast Housing Preservation, Inc. has approved the sale of Hanover Apartments upon the receipt of an allocation of low-income housing tax credits from the Virginia Housing Development Authority.

We wish you the best of luck on your application. Please let me know if you need anything else.

Sincerely,



Ira Slomka
Southeastern Housing Preservation, Inc.
President



COUNTY OF MECKLENBURG
 Sandra P. Langford - Treasurer
 P. O. Box 250
 Boydton, VA 23917
 (434) 738-6191 ext 4251

FISCAL TAX YEAR 2018-2019
 FIRST HALF

Page Number	Account Number
1 of 1	23264

REAL ESTATE TAX STATEMENT
 10.00% PEN. AFTER 12/05/2018
 10.00% INT. PER ANNUM BEGINNING 12/06/2018

DUE DATE December 05, 2018

*040196/1--S 125--B 2



CROSS CREEK LIMITED PTNER
 % GNM MGT ATTN: MIKE YOUNG
 2021 CROSS BEAM DR
 CHARLOTTE NC 28217-2856

The Treasurer only collects taxes, does not assess property, fix valuations, set rates or grant exemptions and has no authority to make changes to the tax roll.

For questions concerning the payment of taxes, please call the Treasurer's office at (434) 738-6191 ext. 4251. For questions concerning Real Estate tax assessments or Real Estate address changes, please call the Commissioner of Revenue at (434) 738-6191 ext. 4270.

Please do not make adjustments or changes to your tax bill.

Code of Virginia 58.1-3913 Delinquent tax MUST be paid first.

If check is not honored by bank, receipt is void.

See the back of this notice for payment options, phone numbers, and additional information.

6797-23264

Tax Rate	Land Value	Building and Improvements	Total Value	Annual Tax	Map Number and Description	Acreage
0.42 per \$100	50000	720900	770900	3237.78	078A17A 020 LOT - BRUNS. AVE.	.97
Line #	Dept Number	Ticket Number	TAX	Payments	TOTAL DUE	
1	2019	6797	1618.89		1618.89	
DELINQUENCIES						0.00
TOTAL DUE THROUGH December 05, 2018						1618.89

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS. YOUR CANCELLED CHECK WILL SERVE AS YOUR RECEIPT.

Return this stub with payment

PRINCIPAL	683,470.89	PAYMENT/MONTH	4,959.88
INTEREST RATE	7.500%	SUBSIDY	3,316.75
START MONTH	1	ACTUAL PAYMENT	1,643.13
START YEAR	18		

RD Acq Loan

Cross Creek Limited Partnership

DATE	PAYMENT	SUBSIDY	INTEREST	PRINCIPAL	BALANCE	
					683,470.89	
Jan-18	1,643.13	3,316.75	4,271.69	688.19	682,782.70	1
Feb-18	1,643.13	3,316.75	4,267.39	692.49	682,090.21	2
Mar-18	1,643.13	3,316.75	4,263.06	696.82	681,393.39	3
Apr-18	1,643.13	3,316.75	4,258.71	701.17	680,692.22	4
May-18	1,643.13	3,316.75	4,254.33	705.55	679,986.67	5
Jun-18	1,643.13	3,316.75	4,249.92	709.96	679,276.71	6
Jul-18	1,643.13	3,316.75	4,245.48	714.40	678,562.31	7
Aug-18	1,643.13	3,316.75	4,241.01	718.87	677,843.44	8
Sep-18	1,643.13	3,316.75	4,236.52	723.36	677,120.08	9
Oct-18	1,643.13	3,316.75	4,232.00	727.88	676,392.20	10
Nov-18	1,643.13	3,316.75	4,227.45	732.43	675,659.77	11
Dec-18	1,643.13	3,316.75	4,222.87	737.01	674,922.76	12
Jan-19	1,643.13	3,316.75	4,218.27	741.61	674,181.15	13
Feb-19	1,643.13	3,316.75	4,213.63	746.25	673,434.90	14
Mar-19	1,643.13	3,316.75	4,208.97	750.91	672,683.99	15
Apr-19	1,643.13	3,316.75	4,204.27	755.61	671,928.38	16
May-19	1,643.13	3,316.75	4,199.55	760.33	671,168.05	17
Jun-19	1,643.13	3,316.75	4,194.80	765.08	670,402.97	18
Jul-19	1,643.13	3,316.75	4,190.02	769.86	669,633.11	19
Aug-19	1,643.13	3,316.75	4,185.21	774.67	668,858.44	20
Sep-19	1,643.13	3,316.75	4,180.37	779.51	668,078.93	21
Oct-19	1,643.13	3,316.75	4,175.49	784.39	667,294.54	22
Nov-19	1,643.13	3,316.75	4,170.59	789.29	666,505.25	23
Dec-19	1,643.13	3,316.75	4,165.66	794.22	665,711.03	24
Jan-20	1,643.13	3,316.75	4,160.69	799.19	664,911.84	25
Feb-20	1,643.13	3,316.75	4,155.70	804.18	664,107.66	26
Mar-20	1,643.13	3,316.75	4,150.67	809.21	663,298.45	27
Apr-20	1,643.13	3,316.75	4,145.62	814.26	662,484.19	28
May-20	1,643.13	3,316.75	4,140.53	819.35	661,664.84	29
Jun-20	1,643.13	3,316.75	4,135.41	824.47	660,840.37	30
Jul-20	1,643.13	3,316.75	4,130.25	829.63	660,010.74	31
Aug-20	1,643.13	3,316.75	4,125.07	834.81	659,175.93	32
Sep-20	1,643.13	3,316.75	4,119.85	840.03	658,335.90	33
Oct-20	1,643.13	3,316.75	4,114.60	845.28	657,490.62	34
Nov-20	1,643.13	3,316.75	4,109.32	850.56	656,640.06	35
Dec-20	1,643.13	3,316.75	4,104.00	855.88	655,784.18	36
Jan-21	1,643.13	3,316.75	4,098.65	861.23	654,922.95	37
Feb-21	1,643.13	3,316.75	4,093.27	866.61	654,066.34	38
Mar-21	1,643.13	3,316.75	4,087.85	872.03	653,184.31	39
Apr-21	1,643.13	3,316.75	4,082.40	877.48	652,306.83	40
May-21	1,643.13	3,316.75	4,076.92	882.96	651,423.87	41
Jun-21	1,643.13	3,316.75	4,071.40	888.48	650,535.39	42
Jul-21	1,643.13	3,316.75	4,065.85	894.03	649,641.36	43
Aug-21	1,643.13	3,316.75	4,060.26	899.62	648,741.74	44
Sep-21	1,643.13	3,316.75	4,054.64	905.24	647,836.50	45
Oct-21	1,643.13	3,316.75	4,048.98	910.90	646,925.60	46
Nov-21	1,643.13	3,316.75	4,043.29	916.59	646,009.01	47
Dec-21	1,643.13	3,316.75	4,037.56	922.32	645,086.69	48
Jan-22	1,643.13	3,316.75	4,031.79	928.09	644,158.60	49
Feb-22	1,643.13	3,316.75	4,025.99	933.89	643,224.71	50
Mar-22	1,643.13	3,316.75	4,020.15	939.73	642,284.98	51
Apr-22	1,643.13	3,316.75	4,014.28	945.60	641,339.38	52
May-22	1,643.13	3,316.75	4,008.37	951.51	640,387.87	53
Jun-22	1,643.13	3,316.75	4,002.42	957.46	639,430.41	54
Jul-22	1,643.13	3,316.75	3,996.44	963.44	638,466.97	55
Aug-22	1,643.13	3,316.75	3,990.42	969.46	637,497.51	56
Sep-22	1,643.13	3,316.75	3,984.36	975.52	636,521.99	57
Oct-22	1,643.13	3,316.75	3,978.26	981.62	635,540.37	58
Nov-22	1,643.13	3,316.75	3,972.13	987.75	634,552.62	59
Dec-22	1,643.13	3,316.75	3,965.95	993.93	633,558.69	60
Jan-23	1,643.13	3,316.75	3,959.74	1,000.14	632,558.55	61
Feb-23	1,643.13	3,316.75	3,953.49	1,006.39	631,552.16	62
Mar-23	1,643.13	3,316.75	3,947.20	1,012.68	630,539.48	63
Apr-23	1,643.13	3,316.75	3,940.87	1,019.01	629,520.47	64
May-23	1,643.13	3,316.75	3,934.50	1,025.38	628,495.09	65
Jun-23	1,643.13	3,316.75	3,928.09	1,031.79	627,463.30	66
Jul-23	1,643.13	3,316.75	3,921.65	1,038.23	626,425.07	67
Aug-23	1,643.13	3,316.75	3,915.16	1,044.72	625,380.35	68
Sep-23	1,643.13	3,316.75	3,908.63	1,051.25	624,329.10	69
Oct-23	1,643.13	3,316.75	3,902.06	1,057.82	623,271.28	70
Nov-23	1,643.13	3,316.75	3,895.45	1,064.43	622,206.85	71
Dec-23	1,643.13	3,316.75	3,888.79	1,071.09	621,135.76	72

F

Architect's Certification
and Third-Party RESNET
Rater Certification
(MANDATORY)

**INSTRUCTIONS FOR THE COMPLETION OF
APPENDIX F
ARCHITECT'S CERTIFICATION**

(This form must be included in the Application – Tab F)

NOTE: If the development includes any combination of **New Construction, Rehabilitation** or Adaptive Reuse, then separate Architect Certifications must be provided for each construction type.

The proper completion of this certification is critical to calculate the average unit square feet and net rentable square feet of each unit type, to document amenity items for which will be awarded, and to calculate certain elements of the efficient use of resources points.

If this certification is not completed correctly there may be loss of points or disqualification of the application to compete for tax credits. **If this development receives an allocation of tax credits and items are not provided as indicated on this certification then VHDA may, at its sole option, require the payment by the Owner of an amount up to 10% of the Total Development Cost (as set forth in the Application) of the development as liquidated damages for such violation or the total loss of credits may result.** Therefore, it is imperative that this certification reflect the true and accurate intent of what will be provided in return for an allocation of tax credits.

Each section of this certification contains instructions on how the information should be provided. For Unit Size Calculations, the Average Unit Square Feet and Net Rentable Square Feet should be listed to two (2) decimal places. The number of units indicated should be only the units for which rent will be collected. For Average Unit Square Feet calculations, the Total Square Feet should equal the Average Unit Square Feet multiplied by the Number of Units/Type. The total at the bottom of the Total Square Feet column should equal item (D) on the same page of the certification, or be within 1 digit due to rounding.

Accessibility certifications on page 6 are for tax credit point categories only and are not to be confused with minimum code requirements.



Architect's Certification

Name of Development: Cross Creek


Address of Development: 120 North Lunenburg Avenue; South Hill, VA 23970

Name of Owner: Cross Creek VA LLC

The architect signing this document is certifying that all unit and site amenities indicated in this certification are incorporated into the development plans and specifications, and that all products necessary to fulfill these representations are available for these purposes. The architect signing this document also certifies their understanding that both the excel application and the information in the architect certification must be the same and discrepancies between the excel application and architect's certification can result in penalties or even disqualification.

The individual who certifies this information must initial the pages where indicated, provide the personal information requested and sign on the last page. This certification should not be mailed separately to VHDA but returned to the developer for inclusion in the tax credit application.

(Acknowledge and include this instruction sheet as part of the certification)

Acknowledged: 
Printed Name: Donald C. Harwood

All developments seeking Virginia Low Income Housing Tax Credits are required to meet one of the following as certified by a RESNET Rater:

- New Construction - EnergyStar Certification
The development's design meets the criteria for the EnergyStar certification.
- Rehabilitation -30% performance increase over existing, based on HERS Index
Or Must evidence a HERS Index of 80 or better
- Adaptive Reuse - Must evidence a HERS Index of 95 or better.

Plans and Specifications: Required documentation for all properties (new construction, rehabilitation and adaptive reuse)

- 1 A location map with property(ies) clearly defined.
- 2 A site plan showing overall dimensions of main 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. For combination 4% and 9% properties, site plan must show all elements of both properties labeled so that the elements are distinguishable as to 4% and 9%.
- 3 Sketch plans of main 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);

A Unit by Unit write up is required for all Rehabilitation properties

This certification includes two (2) separate calculations of square footage:

1. **Average Gross Unit Square Feet:** Measurements Include A Prorata Share of Heated Residential Common Area
2. **Net Rentable Square Feet:** Measurements *Do Not* Include A Prorata Share of Any Common Area and Reflect All Floor Plans of Each Unit Type (1-BR, 2-BR, etc.) measured from the interior face of the unit perimeter walls

1. Average Gross Unit Square Feet:

(These measurements impact the scoring of tax credit applications)

For purposes of determining the total residential heated square feet (D), the building(s) were measured from the outside face of exterior walls and the centerline of any party walls. All unheated spaces (B) and nonresidential, (income producing commercial spaces) (C) were subtracted from this measurement. Community rooms, laundry rooms, property management offices and apartments, heated maintenance facilities, and other common space designed to serve residential tenants were not deducted. Based on this procedure, I certify the following calculations in determining the usable heated square feet for the above referenced development:

18,785.04	=	(A) Total gross floor area in (sq. ft.) for the entire development
2,525.03	-	(B) Unheated floor area (breezeways, balconies, storage)
0.00	-	(C) Nonresidential, (commercial income producing) area
16,260.01	=	(D) Total residential heated area (sq. ft.) for the development

INSTRUCTIONS FOR AVERAGE UNIT SQUARE FEET CALCULATIONS:

Provide the average unit size for each bedroom type, (1 bedroom elderly, 2 bedroom garden, 3 bedroom townhouse, etc.) by adding the total square feet of all the same bedroom types (2 bedroom garden with 1 bath and 2 bedroom garden with 2 baths) and adding the prorated share of heated common residential space and divide by the total number of the same bedroom types (2 bedroom garden). Do not alter any items below.

Unit Types	Average Unit Sq. Ft. *	x	Number of Units/Type	=	Total Square Feet
Supportive Housing	0.00		0		0.00
1 Story/EFF-Elderly	0.00		0		0.00
1 Story/1 BR-Elderly	0.00		0		0.00
1 Story/2 BR-Elderly	0.00		0		0.00
Efficiency Elderly	0.00		0		0.00
1 Bedroom Elderly	855.79		19		16,260.01
2 Bedrooms Elderly	0.00		0		0.00
Efficiency Garden	0.00		0		0.00
1 Bedroom Garden	0.00		0		0.00
2 Bedrooms Garden	0.00		0		0.00
3 Bedrooms Garden	0.00		0		0.00
4 Bedrooms Garden	0.00		0		0.00
2+ Story 2 BR Townhouse	0.00		0		0.00
2+ Story 3 BR Townhouse	0.00		0		0.00
2+ Story 4 BR Townhouse	0.00		0		0.00
Total			19	Total	16,260.01 **

* Including pro rata share of heated, residential common area. This information should match Structure tab of the excel application

2. Net Rentable Square Feet *

For purposes of calculating Net Rentable Square Feet, the units were measured from the face of each unit perimeter wall. The values below therefore indicate the actual square footage of each unit floor plan. (For example, there may be 2 distinct 1-bedroom floor plans, 3 distinct 2-bedroom floor plans, etc. The purpose of this section of the Architect Certification is to document and certify the floor space attributable to residential rental units in the development.)

Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space**

0.00%

	Unit Type	Floor Plan Square Feet	Number of Units This Floor Plan	Total
Mix 1	1 BR - 1 Bath	556.85	19	10580.15
Mix 2				0
Mix 3				0
Mix 4				0
Mix 5				0
Mix 6				0
Mix 7				0
Mix 8				0
Mix 9				0
Mix 10				0
Mix 11				0
Mix 12				0
Mix 13				0
Mix 14				0
Mix 15				0
Mix 16				0
Mix 17				0
Mix 18				0
Mix 19				0
Mix 20				0
Mix 21				0
Mix 22				0
Mix 23				0
Mix 24				0
Mix 25				0
Mix 26				0
Mix 27				0
Mix 28				0
Mix 29				0
Mix 30				0
Mix 31				0
Mix 32				0
Mix 33				0
Mix 34				0
Mix 35				0
Mix 36				0
Mix 37				0
Mix 38				0
Mix 39				0
Mix 40				0
Mix 41				0
Mix 42				0
Mix 43				0
Mix 44				0
Mix 45				0
Mix 46				0
Mix 47				0
Mix 48				0
Mix 49				0
Mix 50				0
Totals			19	10580.15

*This information should match Unit Details page of the excel application

DEV Name: Cross Creek

Development Amenities:

I certify that the development's plans and specifications and proposed budget incorporate all items from VHDA's most current Minimum Design and Construction Requirements and the Unit by Unit write up. In the event the plans and specifications do not include VHDA Minimum Design and Construction Requirements and any immediate needs and recommendations from the Physical Needs Assessment, 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).

The Minimum Design & Construction Requirements may be found on VHDA's website at.....

www.VHDA.com

For any development upon completion of construction/rehabilitation: (non-mandatory amenities)

(Enter TRUE in each box where appropriate)

- TRUE a. The development will have a community/meeting room with a minimum of 749 square feet.
- 93 b.i,ii Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls (excluding triangular gable end area, doors, windows, kneewalls, columns, retaining walls, stairwells and any features that are not a part of the façade) Community buildings are to be included in percentage calculations.
- TRUE c. Water expense will be sub-metered (tenant will pay monthly or bi-monthly bill)
- FALSE d. Each bathroom consists only of Water Sense labeled toilets, faucets and showerheads
- TRUE e. Provide necessary infrastructure in all units for high-speed internet/broadband service.
- TRUE f. Free Wi-Fi access will be provided for community room for resident only usage.
- FALSE g. Each Unit is provided free individual high-speed Internet access
- OR
- TRUE h. Each Unit is provided free individual Wi-Fi access
- TRUE i.,j. Bath fan wired to primary light with delayed timer, or, continuous exhaust by ERV/DOAS OR Bath Fan with humidistat
- TRUE k. Fire Prevention - all Ranges equipped with temperature limiting controls
- OR
- FALSE l. Fire Suppression - Cooking surfaces are equipped with fire suppression features
- TRUE m. Rehab only- Each apartment has dedicated space, drain and electrical hookups to accept a permanently installed dehumidification system OR
- FALSE n. All development types- Each Unit is equipped with a permanent dehumidification system
- FALSE o. All interior doors within units are solid core
- TRUE p. At minimum one USB charging port in each Kitchen, Living room and all bedrooms
- TRUE q. All Kitchen light fixtures are LED and meet MDCR lighting guidelines
- FALSE r. Shelf or ledge outside each primary apartment entry door located in an interior hallway
- FALSE s. New Construction only- Each unit to have balcony or patios minimum depth 5' clear from face of building. Minimum 30 square feet.

DEV Name: Cross Creek

For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:
(optional point items)

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

For all rehabilitation and adaptive reuse developments, upon completion of construction/rehabilitation:
(optional point items)

- FALSE The structure is listed individually in the National Register of Historic Places or is located 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.**

Building Structure:

Number of Stories

- X **Low-Rise** (1-5 stories with any structural elements being wood frame construction)
- Mid-Rise** (5-7 stories with no structural elements being wood frame construction)
- High-Rise** (8 or more stories with no structural elements being wood frame construction)

Accessibility:

I certify that the development plans and specifications meet all requirements of the federal Americans with Disabilities Act and Fair Housing Act (if applicable).

I certify that the development plans and specifications meet all requirements of HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act. Complying units must be "permanently accessible," rather than to "adaptable" standards. Please reference Uniform Federal Accessibility Standards(UFAS) for more particular information.

Check one or none of the following point categories, as appropriate:

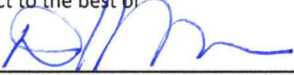
- X Any development in which (i) the greater of 5 units or 10% of the total # of units will be assisted by HUD project-based vouchers or another form of documented and binding federal, state or locality project-based rent subsidies in order to ensure occupancy by extremely low-income persons; and (ii) the greater of 5 or 10% of the units will conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act.
(All of the units described in (ii) above must include roll-in showers (must contain permanent grab bars and fixed seats), roll under sinks, and front controls for ranges unless agreed to by the Authority prior to the applicant's submission of its application.)
60 pts.
- Any development in which the greater of 5 units or 10% of the total # of units (i) have rents within HUD's Housing Choice Voucher payment standard; (ii) conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act
30 pts.
- Any development in which **five percent (5%)** of the total # of units (i) conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act
15 pts.

For any accessibility option elected above, all common space must also conform to accessibility requirements of HUD Section 504 regulations.

DEV Name: Cross Creek

DCH^a

As architect of record for the above referenced development, the above certifications are correct to the best of my knowledge.

Signed:	
Printed Name:	<u>Donald C. Harwood</u>
Title:	<u>Project Architect</u>
Virginia Registration #:	<u>005297</u>
Phone:	<u>864/915.2126</u>
Date:	<u>3.9.19</u>

NOTE TO ARCHITECT: If representatons in plans and specifications and/or any information certified in this certification is misrepresented then the architect may be penalized. Any change in this form may result in disqualification or a reduction of points under the scoring system. If you have any questions, please call JD Bondurant at VHDA (804) 343-5725.

Return this certification to the developer for inclusion in the tax credit application package.

DEV Name: Cross Creek



Appendix F
VHDA's Universal Design Certification

FALSE Units in the development will meet VHDA's Universal Design Guidelines.

Before issuance of IRS Form 8609, applicant will provide documentation to VHDA as evidence that such units meet VHDA's Universal Design guidelines.

The number of rental units that will meet these standards: 0

The total number of rental units in this development: 19

NOTE: For Elderly Developments, 100% of the units in the development must meet the Universal Design standards in order to qualify for points.

For Family Developments, points are awarded based on a percentage of the number of units meeting the Universal Design standards.

For the tax credit applicant to qualify for points associated with Universal Design, the architect of record must be on VHDA's list of Universal Design certified architects. VHDA Universal Design Certifications are only valid for 2019 applications if certification date is after January 1, 2014

All tax credit applications which include amenity points for providing VHDA Universally Designed dwelling units must include plans that clearly identify the following items in the format found on vhda.com or no points will be awarded:

- Overall building plans identifying the location of Universal Design dwelling units, and the means of vertical transportation (if applicable), along the accessible route (Minimum scale 1/8"=1'-0").
- Site plan and building plans identifying accessible pedestrian routes from all Universal Design units to accessible parking, leasing office, community room, laundry facility, mailboxes, garbage collection areas and public transportation pick up areas.
- Enlarged Universal Design unit plans (Minimum scale 1/4"=1'-0") identifying clearances and all Essential Elements

Signed: [Signature]

Printed Name: Donald C. Harwood
Architect of Record
(same individual as on page 7)

Date: 3.9.19

DEV Name: Cross Creek



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 VHDA.

X 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 VHDA 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 VHDA 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 VHDA.

TRUE Earthcraft Certification - The development's design meets the criteria to obtain Viridian's EarthCraft Multifamily program Gold certification or higher

FALSE LEED Certification - The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.

FALSE National Green Building Standard (NGBS) - The development's design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification

FALSE 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: [Signature]

Date: 3/13/19

Printed Name: Matt Waring

RESNET Rater

Resnet Provider Agency
Viridiant

Signature [Signature]

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

Home Energy Rating Certificate

Projected Report

Rating Date:
 Registry ID: Unregistered
 Ekotrope ID: KvpaXKl2

HERS® Index Score:

70

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

\$516

*Relative to an average U.S. home

Home:

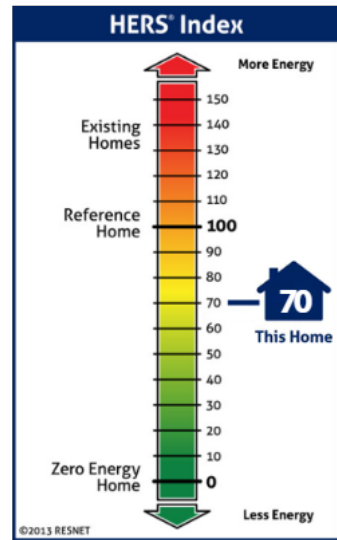
120 N. Lunenburg Ave
 South Hill, VA 23970

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	7.4
Cooling	0.9
Hot Water	4.0
Lights/Appliances	10.8
Service Charges	
Generation (e.g. Solar)	0.0
Total:	23.2

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	Cross Creek
Conditioned Floor Area:	591 sq. ft.
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	7 ACH50
Ventilation:	30.0 CFM • 30.0 Watts
Duct Leakage to Outside:	310 CFM25 (52.45 / 100 s.f.)
Above Grade Walls:	R-11
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Matt Waring
 RESNET ID: 6729287

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

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



Matt Waring, Certified Energy Rater
 Date: 3/13/19 at 9:14 AM

Resident Internet Policy Acknowledgement Form

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

Resident Signature

Date



GEM Management, LLC

Wireless Access Policy

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

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

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

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

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



Internet Safety

Playing it safe while playing online



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

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



Privacy & Personal Information



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

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

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

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

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

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



Think before you click



Do you know who sent that email?



Passwords

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

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

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



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

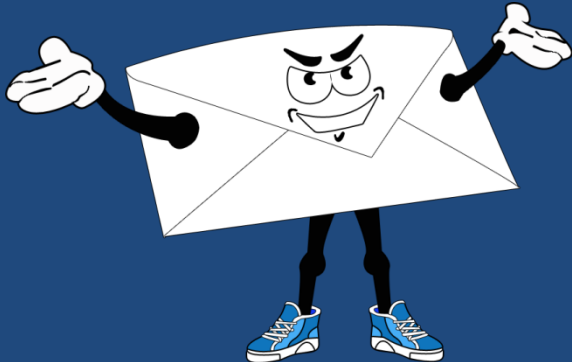
Spam



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

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

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



How do you know it is spam?

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



Malware



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

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

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

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



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

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

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

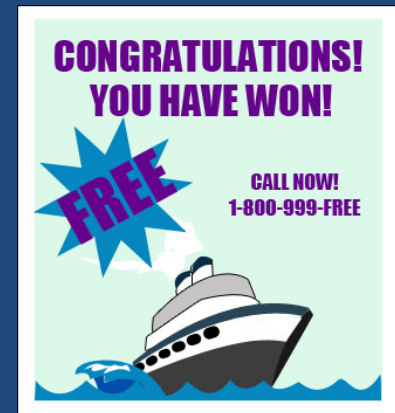
Adware

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

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

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

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



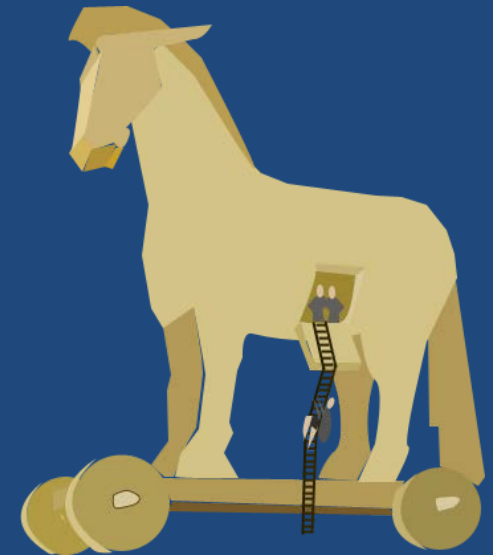
Trojan Horse

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

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

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

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



Worms

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

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

<http://www.webopedia.com/TERM/Z/zombie.html>





Virus

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

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

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

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

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

Social Media



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

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

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

Geotagging



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

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

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

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

<http://www.nytimes.com/2010/08/13/technology/personaltech>



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

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

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



Be Careful of What You Say!



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

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

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

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

Stranger Danger Online



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

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

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

How to Protect Yourself in Online Chats

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





Cyberbullying

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



Consequences of Cyberbullying

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

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

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

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

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

Consequences of Cyberbullying

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

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





The Effects of Cyberbullying

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



Dealing with Cyberbullying

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



About Sexting



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

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

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

22% of teen girls

18% of teen boys

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

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

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



About Sexting



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

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

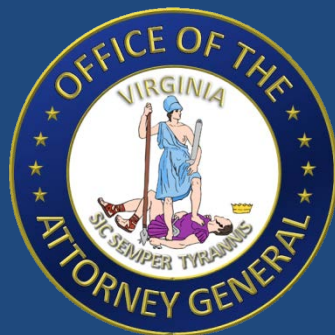
If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior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

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

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

Legal Consequences of Sexting

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



Information Provided By:
Office of the Attorney
General

202 North Ninth Street
Richmond, Virginia 23219

(804) 786-2071

www.ag.virginia.gov

G

Zoning Certification Letter
(MANDATORY)



You'll like the view from

South Hill

DATE: *February 11, 2019*

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

RE: ZONING CERTIFICATION

Name of Development: Cross Creek

Name of Owner/Applicant: Cross Creek VA LLC

Name of Seller/Current Owner: Cross Creek LP

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:

120 North Lunenburg Avenue; South Hill, Virginia 23970

Legal Description:

All that certain lot or parcel of land situate, lying and being in the Town of South Hill, Mecklenburg County, Virginia, containing .97 acres, as shown and described on a prior plat, dated September 17, 1987, recorded in the Clerk's Office of said county in Deed Book 359, Page 727 and being more recently shown on a plat captioned "As-Built Survey Cross Creek Apartments Town of South Hill, Mecklenburg County, VA for Cross Creek Limited Partnership" by Marvin L. Crutchfield, L.S., dated May 26, 1994, which plat is duly recorded in the Circuit Court Clerk's Office in Plat Book 7, Page 3

Proposed Improvements:

<input type="checkbox"/>	New Construction:	___	# Units	___	# Buildings	___	Total Floor Area Sq. Ft.
<input type="checkbox"/>	Adaptive Reuse:	___	# Units	___	# Buildings	___	Total Floor Area Sq. Ft.
<input checked="" type="checkbox"/>	Rehabilitation:	19	# Units	1	# Buildings	18,785	Total Floor Area Sq. Ft.

211 S. MECKLENBURG AVENUE - SOUTHHILL, VIRGINIA 23970-2619 - PHONE (434) 447-3191 - FAX (434) 447-5064

www.southhillva.org - southhill@southhillva.org

ADMINISTRATION
(434) 447-3191

CODE COMPLIANCE
OFFICIAL
(434) 447-5041

PUBLIC WORKS
(434) 447-3191

Zoning Certification, cont'd

Current Zoning: Residential R2-16 allowing a density of 16 units per acre, and the following other applicable conditions: _____

Other Descriptive Information:

Cross Creek is 19 units located in one two-story building with an elevator. Rehabilitation includes roofing and windows, as well as extensive interior repairs and improvements.

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.

David Hash
Signature

David Hash
Printed Name

Code Compliance Official
Title of Local Official or Civil Engineer

434-447-5041
Phone:

02/11/19
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 call the Tax Credit Allocation Department at (804) 343-5518.

H

Attorney's Opinion
(MANDATORY)

THE PRYZWANSKY LAW FIRM, P.A.

507 WEST PEACE STREET, SUITE 101
RALEIGH, NC 27603
919.828.8668 PHONE
919.828.8202 FAX

March 14, 2019

DAVID T. PRYZWANSKY
DAVID@PRYZLAW.COM

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

RE: 2019 Tax Credit Reservation Request

Name of Development: Cross Creek
Name of Owner: Cross Creek VA LLC

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 14, 2019 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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

Cross Creek VA LLC

ATTORNEY'S OPINION LETTER, continued

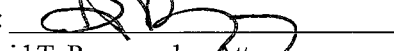
6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest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

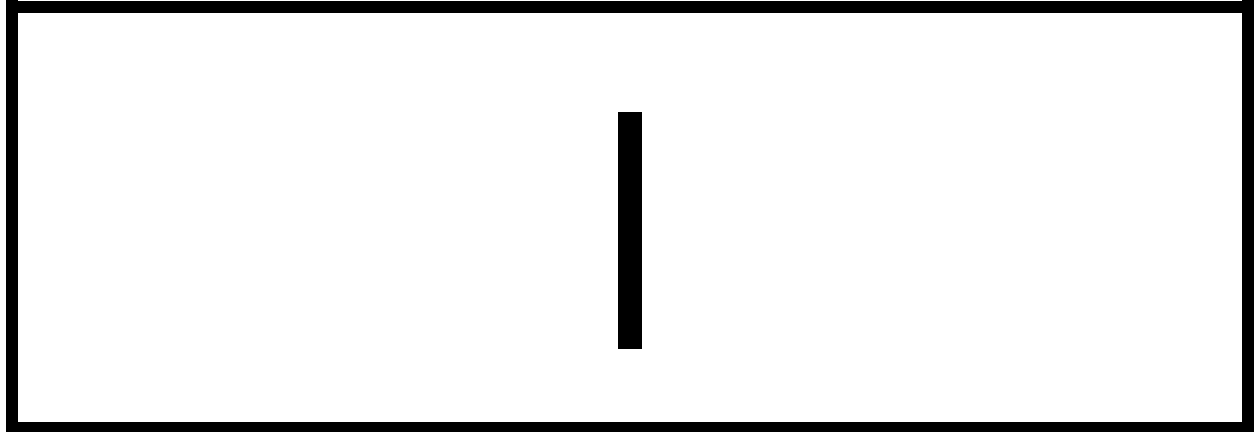
Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions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

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

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

The Pryzwansky Law Firm, P.A.

By: 
David T. Pryzwansky, Attorney



Nonprofit Questionnaire

(MANDATORY for points or pool)



Non-profit Questionnaire

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

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

1. General Information

- a. Name of development: Cross Creek
- b. Name of owner/applicant: Cross Creek VA LLC
- c. Name of non-profit entity: SE RCAP
- d. Address of principal place of business of non-profit entity:
347 Campbell Avenue SW, Roanoke, VA 24016

Indicate funding sources and amount used to pay for office space:

Each of the programs operated by SERCAP pays for a pro rata share of office space from their own funding sources.

- e. Tax exempt status: 501(c)(3) 501(c)(4) 501(a)
- f. Date of legal formation of non-profit (must be prior to application deadline); _____
evidenced by the following documentation: _____
Certificate of Incorporation issued by the Virginia State Corporation Commission

- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):
October 15, 1998
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):
Article II, Section (C) - "To have and exercise all the general powers accorded to similar corporations by the laws of the State of Virginia or by the laws of another state or territory in which this corporation may do business as now existing herein or hereafter enacted."
"SERCAP's Articles of Incorporation does not specifically state foster of low income housing, but allows for any business 'hereafter enacted."
- i. Expected life (in years) of non-profit:
Perpetual

Non-profit Questionnaire, cont'd

- j. Explain the anticipated future activities of the non-profit over the next five years:
SERCAP's mission is to improve the quality of life for low-income individuals by promoting affordable water and wastewater facilities, community development, environmental health, and economic self-sufficiency. This mission will be achieved by assuring: plans for water, wastewater planning, and community development projects; providing owner-occupied housing rehab; housing counseling services; training and technical/financial assistance for community development projects; and by providing any other appropriate and/or related services to support the agency's mission.
- k. How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?
29 How many part time, paid staff members? 3
- Describe the duties of all staff members:
All SERCAP's staff members engage in activities directly related to supporting SERCAP's mission and achieving goals and deliverables. Activities include training of water/wastewater operators, providing technical assistance to local water/wastewater systems, building and maintaining relationships, providing project oversight, providing project administration (paperwork), coaching clients in financial literacy and capacity building, research, development of materials, marketing/outreach, and attracting funds through grant writing and fund-raising.
- l. Does the non-profit share staff with any other entity besides a related non-profit described above?
 Yes No If yes, explain in detail: _____
- m. How many volunteers does the non-profit and, if applicable, any related non-profit have?
300+ volunteers per year through SERCAP's VFC Alternative Break Program
- n. What are the sources and manner of funding of the non-profit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development)
The majority of SERCAP's funding comes from governmental grants. SERCAP receives funds from: USDA Rural Development, US EPA, US HHS-OCS, VA DHCD, VA CSBG, and various local county governments in VA through annual budget requests. SERCAP also receives funds from CDBG contracts with localities including: Pulaski, VA; Roanoke, VA; Mecklenburg, VA, etc. The remainder of SERCAP's revenue comes from interest income, program fees and private donations.
- o. List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:
Available upon request.

2. Non-profit Formation

- a. Explain in detail the genesis of the formation of the non-profit:
Southeast Rural Community Assistance Project, Inc. was created from the Virginia Water Project, which began as a water/wastewater infrastructure community action agency. Due to the success of VWP, a national initiative was undertaken by the federal government to create a network of Water Projects modeled after the VWP, which became the RCAP Network. With the expansion of the RCAP network, our services have grown to include the promotion of affordable housing for rural Americans. Currently SERCAP assists in both single family and multi-family housing.

Non-profit Questionnaire, cont'd

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

Yes No If yes, explain in detail:

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

Yes No If yes, explain:

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

Yes No If yes, explain:

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

Yes No, If yes, explain:

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

Yes No

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

SERCAP currently has partial ownership of 12 multi-family housing properties. SERCAP staff have also completed the LIHTC property training

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

NA

3. Non-profit Involvement

Non-profit Questionnaire, cont'd

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

Yes No

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

Yes No

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

Yes No

If no to either 3a.i or 3a.ii above, specifically describe the non-profit's ownership interest:
SERCAP is a member of Cross Creek VA LLC with 10% ownership interest.

b. (i) Will the non-profit be the managing member or managing general partner?
 Yes No If yes, where in the partnership/operating agreement is this provision specifically referenced?

(ii) Will the non-profit be the managing member or own more than 50% of the general partnership interest? Yes No

c. Will the non-profit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?

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

Page 1, Sections 1 and 2, Purchase Option and Right of First Refusal

Recordable agreement attached to the Tax Credit Application as TAB V

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

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

Yes No If yes,

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

SERCAP's participation will be limited to the ROFR.

(ii) Describe the nature and extent of the non-profit's involvement in the operation or

Non-profit Questionnaire, cont'd

management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):
SERCAP's participation will be limited to the ROFR.

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

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

Flatiron Holdings, LLC contacted SERCAP for participation. Cross Creek is an existing 515 property in need of major rehabilitation.

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

Flatiron Holdings, LLC - 90%

SERCAP - 10%

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

SERCAP's participation is limited to the ROFR.

h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development? Yes No If yes, (i) explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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

The for-profit entity contacted the non-profit for services.

i. Will the non-profit or the Owner (as identified in the application) pay a joint venture partner

Non-profit Questionnaire, cont'd

or consultant fee for providing development services? Yes No If yes, explain the amount and source of the funds for such payments.

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

k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow? Yes No If yes, explain:

l. Will any member of the board of directors, officer, or staff member of the non-profit participate in the development and/or operation of the proposed development in any for-profit capacity? Yes No If yes, explain:

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

No personal (including family) relationships, relative to this project exist.

n. Is the non-profit involving any local, community based non-profit organizations in the development, role and operation, or provision of services for the development? Yes No If yes, explain in detail, including the compensation for the other non-profits:

Non-profit Questionnaire, cont'd

4. Virginia and Community Activity

- a. Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia? Yes No
- b. Define the non-profit's geographic target area or population to be served:
SERCAP serves the entire Commonwealth of Virginia with a focus on rural areas.

- c. Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?
 Yes No If yes, or no, explain nature, extent and duration of any service:
SERCAP has assisted families in the area with numerous housing needs including grants for repairs and housing rehabilitation.
These services required both project management and loan servicing by SERCAP.

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

- e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the non-profit to solicit contributions/donations in the target community?
 Yes No
- f. Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?
 Yes No If yes, explain:

- g. Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? Yes No If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

- h. Are at least 33% of the members of the board of directors representatives of the community being served? Yes No If yes,
(i) low-income residents of the community? Yes No

Non-profit Questionnaire, cont'd

(ii) elected representatives of low-income neighborhood organizations? Yes No

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

j. Does the board of directors hold regular meetings which are well attended and accessible to the target community? Yes No If yes, explain the meeting schedule:
SERCAP holds quarterly Board Meetings in January, April, June and September of each year. Meetings are accessible via web-conference if members are unable to travel to the meetings and quorum is always met.

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

l. Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses? Yes No If yes, explain in detail:

m. Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area? Yes No If yes, explain:

n. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? Yes No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).
Yes, a complete list is available upon request.

o. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member? Yes No If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

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

Non-profit Questionnaire, cont'd

q. Has the non-profit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the VHDA Housing Funds? Yes No If yes, explain:

r. Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources? Yes No If yes, explain the need identified:

s. Has the non-profit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community? Yes No If yes, explain the plan:

5. Attachments

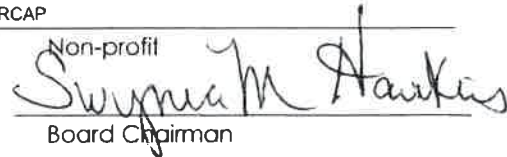
Documentation of any of the above need not be submitted unless requested by VHDA

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

2/25/19
Date

Cross Creek VA LLC
Owner/Applicant
By: 
Its: Managing Member
Title

2/25/19
Date

SE RCAP
Non-profit
By: 
Board Chairman

Non-profit Questionnaire, cont'd

By: Hope J. Cupt
Executive Director

J

Relocation Plan

(MANDATORY, if tenants are displaced)

Note Regarding Relocation Plan for Cross Creek Apartments:

- Please note that Exhibit 2 is included in this application as plans, specs and a unit by unit work write up, which will be available to residents in the on-site management office.
- Please note that Exhibit 3 - Minimization of Construction Impact will be posted with this relocation plan.
- Please note that Exhibit 4a and 4b - Projected Rents and policy changes will be posted with this relocation plan.
- Please note that Exhibit 7 - Cost of Relocation to the Tenant will be \$0. Relocation expenses are included in the rehabilitation hard costs on the Hard Costs tab of this application. The final summary schedule of moving costs made to tenants (rent roll format; by tenant, by unit) will be submitted 30 days after the last tenant is relocated per the VHDA relocation guidelines.

Cross Creek

Renovation and Relocation Plan

Dated: February 18, 2019

Cross Creek is to be rehabilitated. Work is expected to commence in May of 2020 and take approximately one year to complete. No tenants will be permanently relocated. The rehabilitation of Cross Creek will follow the HUD Uniform Relocation Assistance Act of 1970 (URA), the 2015 VHDA Relocation Assistance Guidelines and will provide uniform, fair and equitable treatment of tenants who are temporarily relocated.

No tenant shall be required to move until he or she has received at least thirty (30) days advance written notice of the date he or she will be required to move.

Any tenant who is temporarily relocated is guaranteed that he/she can return to his/her same unit. The Owner will pay for the tenant's belongings to be moved to and from the temporary location (two moves). This work is to be performed by the General Contractor (TBD). If available, the tenant may alternatively agree to permanently relocate to a different newly rehabilitated unit. In this case, the tenant's belongings would be moved directly to the new unit (if available) or into their temporary unit and then into their new unit. Any and all agreements with the tenant shall be kept by management in the tenant file. No tenant will be temporarily relocated for more than thirty (30) days. If a tenant is relocated for longer than thirty (30) days, additional information will be made available regarding tenant Advisory Services and Moving Cost Reimbursement.

Additional information is provided below:

- 1a. The contact person for the owner (Cross Creek VA LLC) is Hollis Fitch.(704-335-9112)
- 1b. The contact person for the property management company (GEM Management, LLC) is Tami Fossum (704-357-6000)
2. The scope of work to be completed which includes estimated start and completion dates is attached hereto as **Exhibit 2**.
3. The planned measures to minimize construction impact on occupied tenants is attached hereto as **Exhibit 3**.
4. The projected rents and rental policies after rehabilitation is attached hereto as **Exhibit 4**.
- 5-6. There are no tenants that will be permanently relocated.
7. The cost of relocation to tenants is \$0.
8. This plan shall be posted in plain sight for tenants to review.
9. All documentation related to relocation, including formal notices, bill receipts and canceled checks will be included in the tenant's file.

**Cross
Creek**

UNIT LOCATION AGREEMENT

Date: _____

To: _____ (insert tenant name and address)

In association with the attached Tenant Relocation Notice and Renovation and Relocation Plan for the Cross Creek, the undersigned hereby agrees as follows:

Initial one of the following:

_____ to move to a temporary unit and then return to my original unit after rehabilitation is complete

_____ to move only ONCE from my existing unit to a comparable rehabilitated unit identified as Unit _____.

Tenant:

GEM Management, LLC

By: _____

Temporary Relocation Notice

Date: _____

To: _____

Cross Creek is to be rehabilitated. Work is expected to commence no less than thirty (30) days from the date of this letter. It is necessary for you to be temporarily located in order to complete the rehabilitation to the unit you occupy. Your relocation is projected to last thirty (30) days or less. Before you vacate your unit you must choose between the following options:

1. Move to a temporary unit and then return to your original unit after rehabilitation is complete; or
2. Move only ONCE from your existing unit into a comparable rehabilitated unit.

If you choose option 1, we will contact you when the rehabilitation to your unit is complete and you can move back to your unit. We will pay your moving and associated costs (including utility connections) to the temporary unit and back to your existing unit or comparable unit.

You will not be required to vacate your unit no sooner than _____.
You may vacate earlier if you desire. If so, please see the office manager to arrange an earlier moving date and time.

The address of the temporary unit where you will be relocated is _____.

The move in inspection will be completed on _____.

You will receive the keys to your new unit on _____.

If you have any questions, please contact _____.

My signature below is acknowledgement of my receipt and understanding of the above notice.

Resident Signature

Date

Exhibit 3 - Minimization of Construction Impact

Any Resident who is temporarily relocated is guaranteed that he/she can return to his/her same unit. The Owner will pay for the tenant's belongings to be moved to and from the temporary location (two moves). This work will be performed by the General Contractor. If available, the Resident may alternatively agree to permanently relocate to a different newly rehabilitated unit. In this case, the Resident's belongings would be moved directly to the new unit (if available) or into their temporary unit and then into their new unit. No Resident will be temporarily relocated for more than 30 days.

Exhibit 4a Projected Rents:

1 BR - 1 Bath	40% AMI	2	556.85	\$700.00
1 BR - 1 Bath	50% AMI	9	556.85	\$700.00
1 BR - 1 Bath	60% AMI	8	556.85	\$700.00

Exhibit 4b Projected Policy Changes:

No policies will change as a result of the rehabilitation of the property.

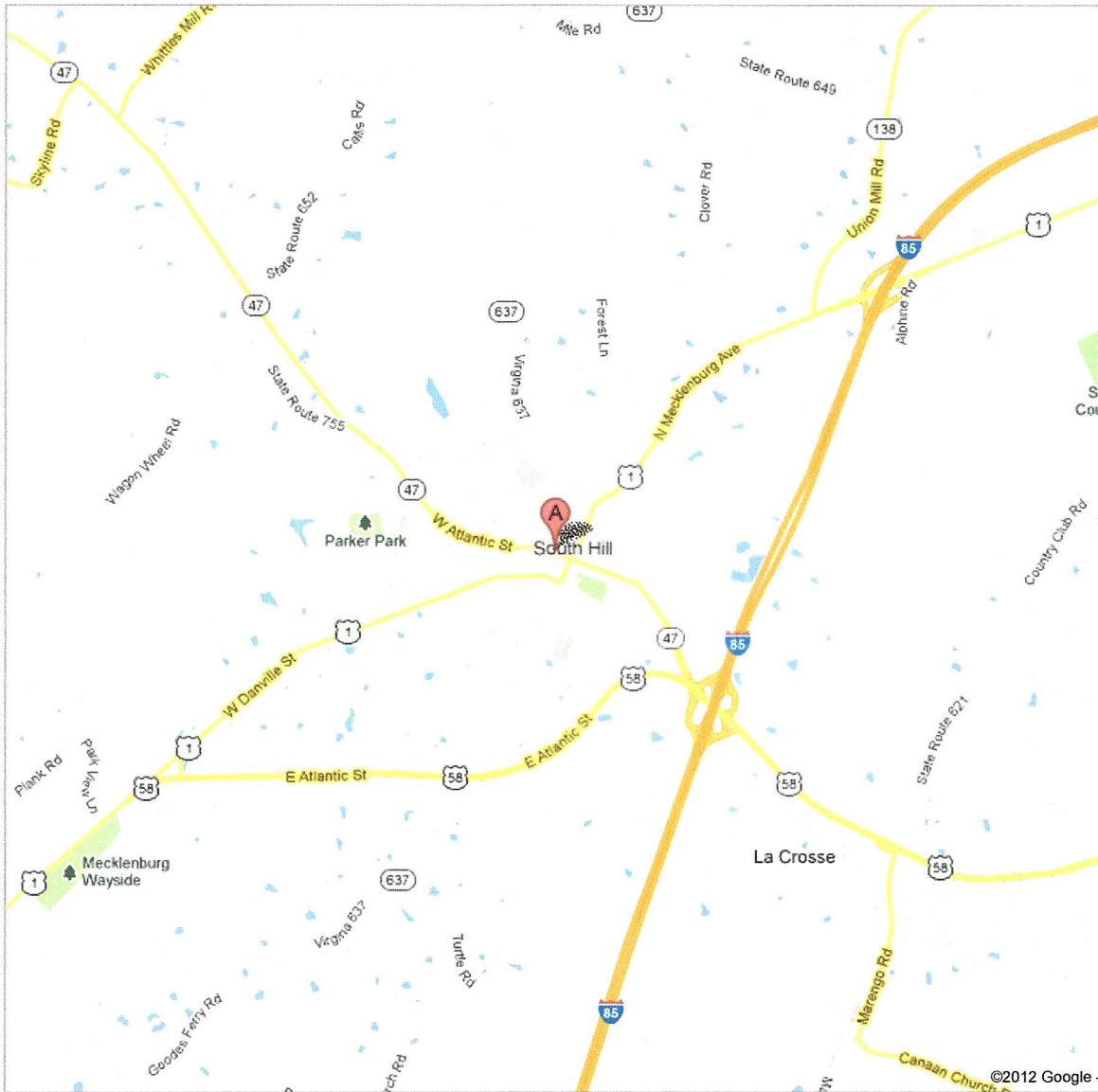

K

Documentation of
Development Location:



Address **120 N Lunenburg Ave**
South Hill, VA 23970

Get Google Maps on your phone
Text the word "GMAPS" to 466453



K.1

Revitalization Area
Certification



You'll like the view from
South Hill

Town of South Hill

Incorporated 1901

ADMINISTRATION
(434) 447-3191

CODE COMPLIANCE
OFFICIAL
(434) 447-5041

PUBLIC WORKS
(434) 447-3191

CROSS CREEK APARTMENTS REVITALIZATION AREA RESOLUTION

VHDA Tracking Number: 2019-C-42
Development Name: Cross Creek
Development Jurisdiction: Town of South Hill
Name of Owner/Applicant: Cross Creek VA LLC

WHEREAS, the above-referenced development is in an area that is **either** (1) 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 otherwise inadequate design, quality or condition; or

WHEREAS, (2) the industrial, commercial or other economic development of such area will benefit the town or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and

WHEREAS, private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable mix of residents in such area;

NOW, THEREFORE, BE IT RESOLVED, I certify that the above-referenced development is located in a Revitalization Area in my jurisdiction.

BE IT FURTHER RESOLVED THAT I understand this Certification will be used by the Virginia Housing Development Authority to determine whether the development qualifies for points available under VHDA's Qualified Allocation Plan.

Adopted this 11th day of February 2019 by the Council of the Town of South Hill.

By: Dean Marion
Dean Marion, Mayor

Attest: Anna B. Cratch
Anna B. Cratch, Town Clerk



SOUTH HILL TOWN COUNCIL

REGULAR MEETING MINUTES

MONDAY, FEBRUARY 11, 2019 AT 7:00 P.M.

The regular monthly meeting of the South Hill Town Council was held on Monday, February 11, 2019 at 7:00 p.m. in the Council Chamber of the South Hill Town Hall located at 211 South Mecklenburg Avenue in South Hill, Virginia.

1. CALL TO ORDER

Honorable Mayor Dean Marion called the regular meeting to order at 7:00 p.m.

2. INVOCATION

Mayor Marion rendered the invocation.

3. ROLL CALL

Mayor Marion called upon Anna Cratch to call the roll, which was as follows:

A. Council Members

Glenn C. Allen	M. B. "Millie" Bracey	Lillie Feggins-Boone
Lisa V. Jordan	W.M. "Mike" Moody	C. Leroy Sasser
G. Ben Taylor		

Councilwoman Delores B. Luster was not present at the meeting.

B. Staff in Attendance

Katherine Bigelow, Finance Director	Stuart Bowen, Police Chief
Kim Callis, Town Manager	Anna Cratch, Town Clerk
David Hash, Code Compliance Offic.	Brent Morris, Business Devt. Manager
Bill Wilson, Public Works Director	

4. APPROVAL OF MINUTES – JANUARY 14, 2019

A motion was made by Councilwoman Jordan, second by Councilman Allen, to dispense with the reading of the minutes of the regular meeting held on January 14, 2019, since all Council members received copies prior to the meeting, and approve as submitted by Anna Cratch. Motion carried unanimously.

5. PUBLIC HEARINGS

A. David Hash – SE 2019-2, Request by John J. Weindel for a Nano Brewery at 115 North Mecklenburg Avenue

David Hash informed Council a Public Hearing has been called for comments regarding the request of John J. Weindel for a special exception permit under Article IV, Section 94.1-76 of the Town Zoning Ordinance to utilize 115 North Mecklenburg Avenue for a nano brewery (the parking lot address will be 113 North Mecklenburg Avenue.) The property is zoned Commercial C-3 and is presently owned by the South Hill Community Development Association, Inc. The South Hill Planning Commission recommends that Council approve the special exception request.

Mr. Hash opened the Public Hearing. Councilman Allen asked the difference between brewery types. Mr. Weindel stated a craft brewery is all craft breweries. A nano brewery is a three to seven barrel producing establishment. A microbrewery can go up to 15,000 barrels or more, of which 75% has to be sold offsite. There are 31 gallons to a barrel.

Mr. Hash closed the Public Hearing. **A motion was made by Councilman Moody, second by Councilwoman Jordan,** to approve the SE 2019-2 request for a special exception permit under Article IV, Section 94.1-76 of the Town Zoning Ordinance to utilize 115 North Mecklenburg Avenue for a nano brewery. Motion carried unanimously.

6. CODE COMPLIANCE REPORT

A. Monthly Report

David Hash presented the report of activity for the month of January 2019 as follows:

Inspections Completed	-	31
Permits Issued	-	19
Fees Collected	-	\$ 8,425.31
UEZ Exemption	-	\$ 0
Rehab Exemption	-	\$ 448.15
General Exemption	-	\$ 0
Work Value	-	\$ 6,861,545.00

New businesses for the month of January include:

- Ezell Accounting & Tax Service, 711 W. Atlantic Street (tax and bookkeeping services)
- First Response Mobile Chiropractic, PLLC, Dr. Thomas Sontag (itinerant merchant)
- Late Night Customs, 223 W. Virginia Street (auto body shop)
- Royale's Braiding Studio, 119 E. Pine Street (braiding studio)

A motion was made by Councilman Moody, second by Councilman Sasser, to approve the report of the Code Compliance Official for the month of January 2019 as submitted by David Hash. Motion carried unanimously.

B. Dilapidated Properties

David Hash, Code Compliance Official (CCO), reported he has contacted the property owners of the following 15 addresses and is awaiting responses:

1. 215 Dortch Lane – Mr. Poythress has partially painted the house; next court date is late March
2. 515 Meadow Street – to be completed by June 30
3. 211 East Atlantic Street – to be completed by June 1

4. 400 Goodes Ferry Road – CCO received plan of action to start June 1
5. 402 Goodes Ferry Road – CCO received plan of action to start April 1
6. 210 Park Lane – CCO talked to Jon Taylor on January 2; to be completed by June 1
7. 205 East Atlantic Street – Tommy Stanley has gotten prices on porch repair; will have it completed by March 31
8. 923 West Atlantic Street – Scott Burt will complete siding and windows by June 1.
9. 110 Third Street – Mr. Allen is still working on roof; to be completed by June 30
10. 513 North Mecklenburg Avenue – to be completed by July 1
11. 304 North Lunenburg Avenue – second notice sent January 17
12. 1108 Halifax Street – received bids; removal to be scheduled
13. 1109 Halifax Street – received response; decision by end of February
14. 110 West Main Street – owner pursuing historic designation; third notice sent January 16 requesting information on historic designation status
15. 315 West Danville Street – first notice sent January 16

This agenda item was for informational purposes only; therefore, no Council action was taken.

7. POLICE REPORT

A. Monthly Report

Chief Bowen presented the police report for the month of January 2019. Chief Bowen informed Council there were 416 activity incidents, 30 reportable criminal offenses, 712 calls for service, and \$10,465 property recovered in January. Other miscellaneous included 13 court overtime hours, 6 training hours, 22 warrants issued, and 8 inoperative vehicles tagged.

He presented the following administrative news:

- Detective Carie Watters participated in a “Kids Marketplace” school along with 4H at South Hill Elementary.
- Captain Shane Johnson and Donna Burch attended a mandatory DMV Grant Workshop at Blackstone Police Department.
- Officer Paul Jones instructed CPR at the training academy in Lynchburg.

A motion was made by Councilman Moody, second by Councilwoman Bracey, to approve the report of the Police Department for the month of January as submitted by Donna Burch. Motion carried unanimously.

8. FINANCE REPORT

A. Monthly Financial Report

Katherine Bigelow submitted the financial report for month ended January 31, 2019 as follows:

General Fund	-	\$17,589,052.45	Total CD Investment Accounts	-	\$2,413,801.54
Water and Sewer Fund	-	3,439,507.48	Total Police Dept. Savings	-	\$ 7,042.02
Cemetery Fund	-	12,789.01	Total Taxes Due Thru 1/31/19	-	\$ 322,173.49
West Main Street	-	(18,768.00)	(Real Estate and Personal Property, all years)		
Food Hub	-	(118,110.95)			
Groom School Apartments	-	0			
Total in Checking	-	\$20,904,469.99			

A motion was made by Councilwoman Bracey, second by Councilman Moody, to approve the financial report for month ended January 31, 2019 as submitted by Katherine Bigelow. Motion carried unanimously.

B. Real Estate Tax Sale

Ms. Bigelow reported that on January 31, 2019, the Town conducted its first standalone delinquent Real Estate Tax Sale. Five parcels were sold for a total of \$14,150.00, which surpassed the total sale related costs of taxes at \$782.07, attorney fees at \$5,000.00, and appraisal fees of \$1,500.00 (surplus of \$6,867.93 to the Town).

This agenda item was for informational purposes only; therefore, no Council action was taken.

9. BUSINESS DEVELOPMENT REPORT

A. Monthly Update

Brent Morris submitted the business development report for the month of January 2019 as follows:

- Mailed 19 information packets to potential industries
- Working with website company on testing automated documents built for new website
- Worked with South Hill Chamber Board to approve the customer services classes through Longwood Small Business; will be working to schedule a date to host the classes
- Attended the Microsoft Listening Event in Chase City where representatives from Microsoft presented plans and questioned how to get more involved in the community
- Worked with South Hill Revitalization to come up with a community clean-up day; 52 volunteers were signed up as of last week

This agenda item was for informational purposes only; therefore, no Council action was taken.

10. CITIZENS TO ADDRESS COUNCIL

A. Rosser Wells, Fire Chief – 2018 Annual Fire Report

Rosser Wells presented Council with the Fire Report for the South Hill Volunteer Fire Department, Inc. (SHVFD) for the year that ended December 31, 2018. The report showed 651 incidents were responded to with 77 actually involving fire. An average of 15 firefighters was present per call.

Calls responded to in Town were 303, and 306 were within our county district. Other departments were assisted 42 times outside our district, and mutual aid was received from surrounding departments 87 times.

The SHVFD delivered four loads of relief supplies to Lenoir County, North Carolina during the Hurricane Florence disaster. The SHVFD won the overall trophy again at the Annual Southside Virginia Volunteer Firefighter's Association Convention, making it 29 out of 35 years.

For additional protection, the SHVFD has joined the "Move Over" campaign by using a grant of \$3,000 from The Walmart Foundation to install a huge signboard on their pickup that will alert motorists that department members are ahead.

A new Pumper-Tanker will arrive around the end of October to replace the 24-year-old one at the Station.

On behalf of Council, Mayor Marion thanked Chief Wells and all of the SHVFD volunteers, auxiliary members, families, and employers.

B. Charlie Irick – Cross Creek Apartments Rehabilitation

Charlie Irick addressed Council. His development company, Fitch Irick Partners LLC is based in Charlotte, North Carolina. They own the Cross Creek Apartments, located at 120 N. Lunenburg Avenue just across the street from the South Hill Volunteer Fire Department, and are looking to submit an application to the Virginia Housing Development Authority (VHDA) for funding to assist with the rehabilitation of 19 low to moderate-income apartments. Part of the rehab they would do would be to replace appliances, floors, kitchen cabinets, and the roof (if needed). They would also update the landscaping and siding. They are looking to spend about \$50,000 on each apartment. The funding application process is competitive and Town support is vital to Cross Creek's efforts. Cross Creek submitted a similar application several years ago but was not selected for funding. To consider their application, the VDHA requires the Town to acknowledge support through several mechanisms:

- CEO Letter
- Zoning Certification
- Revitalization Area Resolution
- Partial Tax Abatement (ordinance required)

Kim Callis mentioned this item was included in his report under Agenda Item E. Mr. Callis has had a couple of conversations with Jen Surber, and all the appropriate documents have been prepared. We are recommending the revitalization resolution be adopted. In order to do a partial tax abatement, we would need to hold a Public Hearing at the March 11 Town Council meeting to adopt an ordinance.

A motion was made by Councilwoman Bracey, second by Councilman Moody, to approve the Cross Creek Apartments Revitalization Area Resolution and to hold a Public Hearing at the March 11, 2019 Council meeting to receive comments regarding a partial tax abatement for rehabilitated properties. A **roll-call vote** was requested and voiced as follows:

Councilman Allen-Aye	Councilwoman Bracey-Aye
Councilwoman Feggins-Boone-Aye	Councilwoman Jordan-Aye
Councilwoman Luster-Absent	Councilman Moody-Aye
Councilman Sasser-Aye	Councilman Taylor-Aye.

C. Sep Evans – SHES Sign Request

On behalf of Touchstone Bank, Sep Evans informed Council they have been very fortunate to partner with HGM&S2, LLC and Hayes Construction on the rehab project at the South Hill Elementary School. Mr. Evans asked for an exception to the sign ordinance to post a temporary sign on the old school signposts (six to nine months) that the three companies are partnering together to revitalize our community.

Councilman Moody commented he believes this will be classified as an offsite sign, which the Town ordinance does not allow. He suggested Council refer it to the Planning Commission for review before reapproaching Council in March.

11. COMMITTEE REPORTS

There were no committee reports.

12. TOWN MANAGER REPORT

Kim Callis submitted the following report for the month of January 2019:

A. Facilities Reservation Calendar

Kim Callis presented Council with a calendar of activities and reservations at Centennial Park, the South Hill Exchange, and other Town facilities. Mr. Callis noted the calendar changes frequently as new reservations are made.

This agenda item was for informational purposes only; therefore, no Council action was taken.

B. Landfill Timber Bid Award

Mr. Callis reported that at 11:00 a.m. on January 18, bids were opened for the timber located on the former Town landfill site bordering Highway 138. Results are as follows:

Virginia Carolina	\$369,526
Brown Forest Products	\$351,000
Consden	\$333,969
Stoltzfus Lumber	\$296,500
Tucker Timber	\$292,688

The timber company is obtaining a deed of easement to cross the property. We will need to set aside some of the proceeds from the sale for herbicide application and reseeding.

A motion was made by Councilwoman Bracey, second by Councilman Sasser, to award the timber sale contract to Virginia Carolina at the bid price of \$369,526 and authorize the Town Manager to execute all related documents. Motion carried unanimously.

C. VDOT Highway 58 Public Meeting

VDOT has contracted with Michael Baker International to conduct a traffic planning study along much of the Highway 58 corridor. On the evening of January 29, Kim Callis attended a

public meeting where representatives from these organizations provided very general information about Highway 58 issues in Brunswick and Mecklenburg counties.

At the conclusion of the presentation, attendees were given an opportunity to provide written comments about issues at specific locations along the highway. Mr. Callis provided comments about our numerous concerns along Highway 58 from the Interstate 85 Exit 12 interchange to South Hill's eastern corporate limits. Mr. Callis also spoke at length to Brad Shelton of Baker International and Ron Svejksky of VDOT about these issues and requested a meeting so that Bill Wilson, Chief Bowen, Brent Morris, Allen Elliott, and Mr. Callis can share thoughts on challenges and potential solutions. Hopefully, this meeting can take place in the next couple of months.

This agenda item was for informational purposes only; therefore, no Council action was taken.

D. Trash and Recycling Services Contract

Town staff recently requested proposals from qualified companies for residential and commercial trash and recycling services in South Hill. The following responses were received from the current provider, Waste Industries, and from Container First Services of Petersburg:

Waste Industries

- base residential bid \$13.84 per month
- additional trash carts \$ 7.19 per month
- additional recycling carts \$ 3.20 per month

Container First Services

- base residential bid \$17.75 per month
- additional carts (trash and recycling) \$17.75 per month

As the proposals from both companies for commercial trash collection were substantially higher than our current charges, the Town will continue providing commercial service.

A motion was made by Councilwoman Feggins-Boone, second by Councilman Sasser, to continue contracting with Waste Industries for residential trash and recycling services. Motion carried unanimously.

E. Cross Creek Apartments Rehabilitation

Mr. Callis noted this item was discussed under Citizens to Address Council.

13. HUMAN RESOURCES REPORT

Kim Callis presented the following administrative news for the month of January 2019:

- Austin Tackett completed the Basic Preventive Maintenance course sponsored by Caterpillar Online University.
- The Town is currently recruiting to fill the Maintenance Operator I position in the Solid Waste Division of Public Works.
- VRS representatives will be onsite on March 27 to present educational seminars on the VRS retirement program and offer one-on-one counseling to anyone interested in retirement planning.

This agenda item was for informational purposes only; therefore, no Council action was taken.

14. PUBLIC WORKS REPORT

Bill Wilson submitted the following report for the month of January 2019:

A. Landfill Closure

The Town of South Hill received a letter dated January 11, 2019 from the Virginia Department of Environmental Quality (DEQ) stating they have determined that post-closure care monitoring and maintenance may be discontinued. Effective December 26, 2018, the Town is released from the requirements of Solid Waste Permit No. 283 for the operation and maintenance of the Town of South Hill Closed CDD Landfill. Solid Waste Permit No. 283 has been revoked.

This agenda item was for informational purposes only; therefore, no Council action was taken.

15. OLD BUSINESS

There was no old business.

16. NEW BUSINESS

There was no new business.

17. EXECUTIVE SESSION

Real Estate – § 2.2-3711 (A)(3)

Pursuant to Real Estate – § 2.2-3711 (A)(3) of the Code of Virginia and on **motion** of **Councilman Moody**, and **second** of **Councilman Allen**, the South Hill Town Council entered into **Executive Session** to discuss Real Estate matters. The members voted unanimously to enter into said Executive Session.

There was no action taken while in Executive Session on the Real Estate matters.

WHEREAS, the South Hill Town Council has convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3711 (A)(3) of the Code of Virginia requires a certification by this Council that such executive meeting was conducted in conformity with Virginia Law;

NOW THEREFORE, BE IT RESOLVED that the South Hill Town Council hereby certifies that to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements by Virginia Law were discussed in the executive meeting to which certification resolution applies, and (2) only such business matters as were identified in the motion convening the executive meeting were heard, discussed, or considered by the Council.

A motion was made by Councilwoman Bracey, second by Councilman Allen, to approve Resolution 333, dated February 11, 2019 and return to Open Session. All members present voted affirmatively.

18. OPEN SESSION

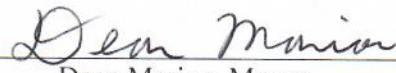
There was no action taken in Open Session on the Real Estate matters.

19. ADJOURNMENT

There being no further business matters before the South Hill Town Council, Mayor Marion adjourned the meeting at 7:43 p.m.

Respectfully submitted by Anna B. Cratch.

Signed:



Dean Marion, Mayor

Attest:



Anna B. Cratch, Town Clerk



You'll like the view from
South Hill

Town of South Hill

Incorporated 1901

ADMINISTRATION
(434) 447-3191

CODE COMPLIANCE
OFFICIAL
(434) 447-5041

PUBLIC WORKS
(434) 447-3191

CROSS CREEK APARTMENTS REVITALIZATION AREA RESOLUTION

VHDA Tracking Number: 2019-C-42
Development Name: Cross Creek
Development Jurisdiction: Town of South Hill
Name of Owner/Applicant: Cross Creek VA LLC

WHEREAS, the above-referenced development is in an area that is **either** (1) 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 otherwise inadequate design, quality or condition; or


WHEREAS, (2) the industrial, commercial or other economic development of such area will benefit the town or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and

WHEREAS, private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable mix of residents in such area;

NOW, THEREFORE, BE IT RESOLVED, I certify that the above-referenced development is located in a Revitalization Area in my jurisdiction.

BE IT FURTHER RESOLVED THAT I understand this Certification will be used by the Virginia Housing Development Authority to determine whether the development qualifies for points available under VHDA's Qualified Allocation Plan.

Adopted this 11th day of February 2019 by the Council of the Town of South Hill.

By: 
Dean Marion, Mayor

Attest: 
Anna B. Cratch, Town Clerk



Town of South Hill

Incorporated 1901
Zoning Certification

ADMINISTRATION
(434) 447-3191

CODE COMPLIANCE
OFFICIAL
(434) 447-5041

PUBLIC WORKS
(434) 447-3191

You'll like the view from

South Hill

DATE: *February 11, 2019*

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

RE: ZONING CERTIFICATION

Name of Development: Cross Creek

Name of Owner/Applicant: Cross Creek VA LLC

Name of Seller/Current Owner: Cross Creek LP

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:

120 North Lunenburg Avenue; South Hill, Virginia 23970

Legal Description:

All that certain lot or parcel of land situate, lying and being in the Town of South Hill, Mecklenburg County, Virginia, containing .97 acres, as shown and described on a prior plat, dated September 17, 1987, recorded in the Clerk's Office of said county in Deed Book 359, Page 727 and being more recently shown on a plat captioned "As-Built Survey Cross Creek Apartments Town of South Hill, Mecklenburg County, VA for Cross Creek Limited Partnership" by Marvin L. Crutchfield, L.S., dated May 26, 1994, which plat is duly recorded in the Circuit Court Clerk's Office in Plat Book 7, Page 3

Proposed Improvements:

<input type="checkbox"/>	New Construction:	___	# Units	___	# Buildings	_____	Total Floor Area Sq. Ft.
<input type="checkbox"/>	Adaptive Reuse:	___	# Units	___	# Buildings	_____	Total Floor Area Sq. Ft.
<input checked="" type="checkbox"/>	Rehabilitation:	19	# Units	1	# Buildings	18,785	Total Floor Area Sq. Ft.

211 S. MECKLENBURG AVENUE - SOUTH HILL, VIRGINIA 23970-2619 - PHONE (434) 447-3191 - FAX (434) 447-5064

www.southhillva.org - southhill@southhillva.org

Zoning Certification, cont'd

Current Zoning: Residential R2-16 allowing a density of 16 units per acre, and the following other applicable conditions: _____

Other Descriptive Information:
Cross Creek is 19 units located in one two-story building with an elevator. Rehabilitation includes roofing and windows, as well as extensive interior repairs and improvements.

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.

David Hash
Signature

David Hash
Printed Name

Code Compliance Official
Title of Local Official or Civil Engineer

434-447-5041
Phone:

02/11/19
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 call the Tax Credit Allocation Department at (804) 343-5518.



You'll like the view from
South Hill

Town of South Hill

Incorporated 1901

Locality CEO Letter

ADMINISTRATION
(434) 447-3191

CODE COMPLIANCE
OFFICIAL
(434) 447-5041

PUBLIC WORKS
(434) 447-3191

2/11/19

Date

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

VHDA Tracking Number: 2019-C-42
Development Name: Cross Creek
Name of Owner/Applicant: Cross Creek VA LLC

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of Town of South Hill. Accordingly, Town of South Hill supports the allocation of federal housing tax credits requested by Cross Creek VA LLC for this development.

Yours truly,

Signature

Kim Callis

[CEO Name]

Town Manager

[Title]



**SOUTH HILL TOWN COUNCIL
REGULAR MEETING AGENDA
MONDAY, FEBRUARY 11, 2019 AT 7 PM**

(Council Chamber, Town Hall, 211 S. Mecklenburg Avenue)

Please silence all cell phones while Council is in session.

1. Call to Order
2. Invocation
3. Roll Call
4. Approval of Minutes – January 14, 2019
5. Public Hearings
 - A. David Hash – SE 2019-2, Request by John J. Weindel for a Nano Brewery at 113 N. Mecklenburg Avenue
6. Code Compliance Report
 - A. Monthly Report
 - B. Dilapidated Properties
7. Police Report
8. Finance Report
 - A. Monthly Financial Report
 - B. Real Estate Tax Sale
9. Business Development Report
10. Citizens to Address Council
 - A. Rosser Wells, Fire Chief – 2018 Fire Report
 - B. Charlie Irick – Cross Creek Apartments Rehabilitation Request
11. Committee Reports
12. Town Manager Report
 - A. Facilities Reservation Calendar
 - B. Landfill Timber Bid Award
 - C. VDOT Highway 58 Public Meeting
 - D. Trash and Recycling Services Contract
 - E. Cross Creek Apartments Rehabilitation
13. Human Resources Report
14. Public Works Report
 - A. Landfill Closure
15. Old Business
16. New Business
17. Adjournment

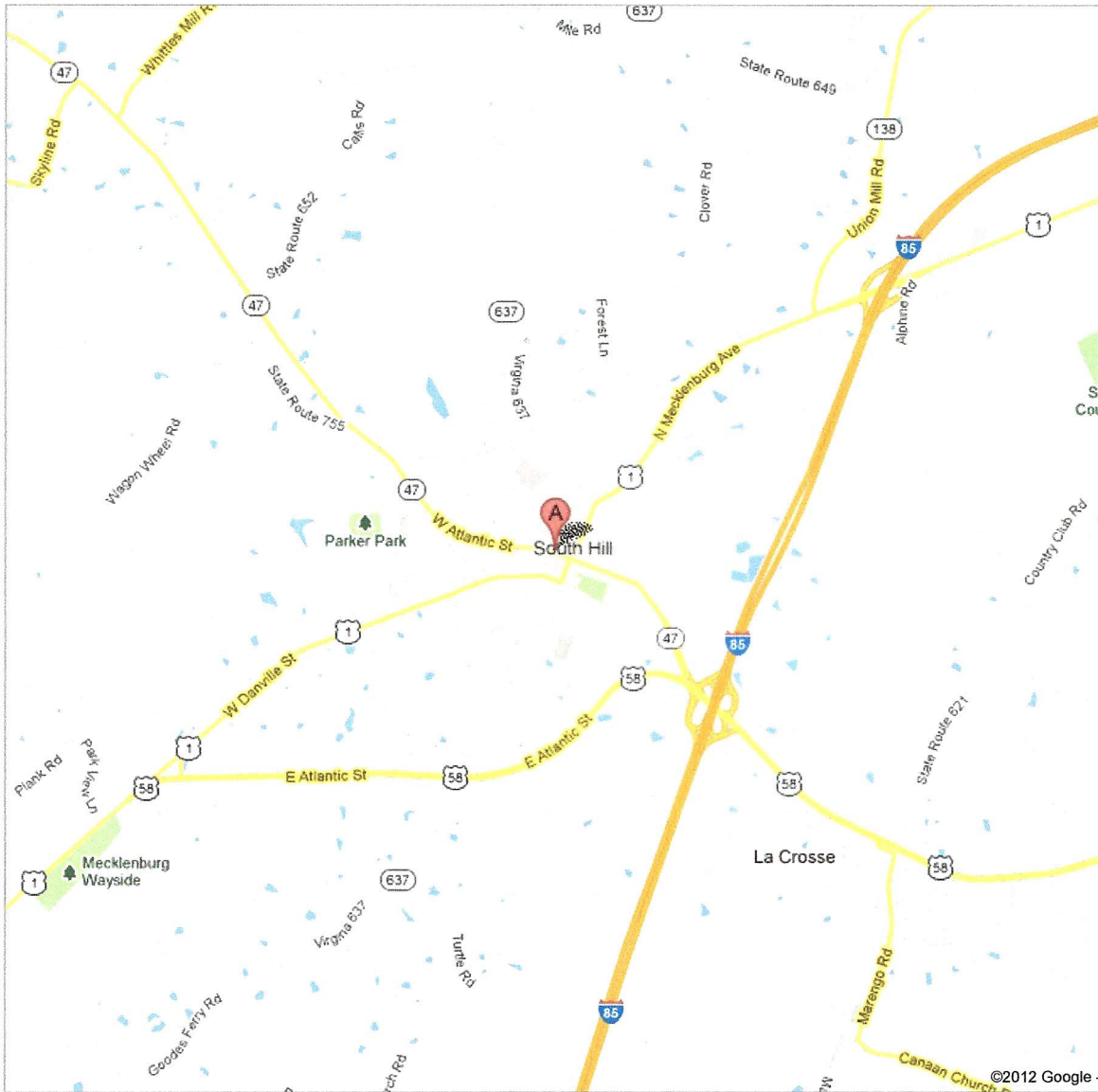

K.2

Location Map



Address **120 N Lunenburg Ave**
South Hill, VA 23970

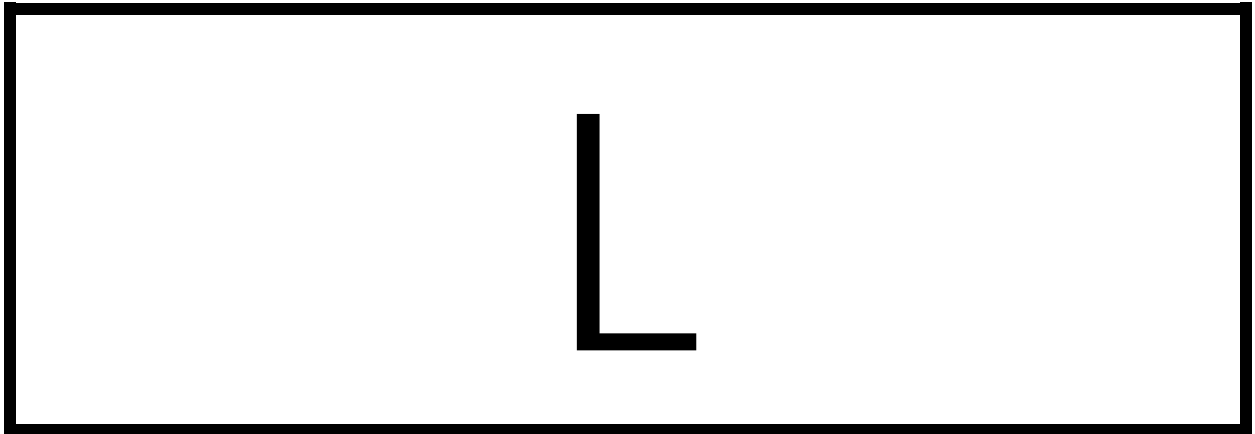
Get Google Maps on your phone
Text the word "GMAPS" to 466453



K.3

Surveyor's Certification of
Proximity to Public
Transportation

NA



PHA/Section 8 Notification
Letter

PHA or Section 8 Notification Letter

DATE: 2/18/19

TO: Pittsylvania Comm. Action Agency
 18 S Main Street
 Chatham, VA 24531

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Cross Creek
 Name of Owner: Cross Creek VA LLC

6902 2694 4692 3093 7017 1450 0001 T800 0540

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

CHATHAM, VA 24531

OFFICIAL USE

Certified Mail Fee	\$3.50	0033
Extra Services & Fees (check to add fee)	\$0.00	14
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$4.05	

Postmark Here

03/12/2019
Cross Creek

Sent To
Everlena Ross, Pittsylvania Comm. Action Agency
18 S. Main St
Chatham, VA 24531

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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 the Virginia Housing Development Authority (VHDA). We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on 12/1/2021 (date).

The following is a brief description of the proposed development:

Development Address:
120 North Lunenburg Avenue, South Hill, Virginia 23970

Proposed Improvements:

<input type="checkbox"/> New Constr.:	_____	# units	_____	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	_____	# units	_____	# Bldgs
<input checked="" type="checkbox"/> Rehabilitation:	19	# units	1	# Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ _____	/ month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ 700	/ 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:

Cross Creek is a 19 unit two story building with an elevator in need of substantial rehabilitation. Repairs will include parking lot, painting as well as major interior repairs and improvements

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 (703) 335-9111.

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

Sincerely yours,



Hollis M. Fitch

Name

Managing Member

Title

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

Seen and Acknowledged By: _____

Printed Name: Everlena Ross

Title: Director

Phone: 434-432-8250

Date: _____

M

Locality CEO Response
Letter



You'll like the view from
South Hill

Town of South Hill

Incorporated 1901

Locality CEO Letter

ADMINISTRATION
(434) 447-3191

CODE COMPLIANCE
OFFICIAL
(434) 447-5041

PUBLIC WORKS
(434) 447-3191

2/11/19

Date

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

VHDA Tracking Number: 2019-C-42
Development Name: Cross Creek
Name of Owner/Applicant: Cross Creek VA LLC

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of Town of South Hill. Accordingly, Town of South Hill supports the allocation of federal housing tax credits requested by Cross Creek VA LLC for this development.

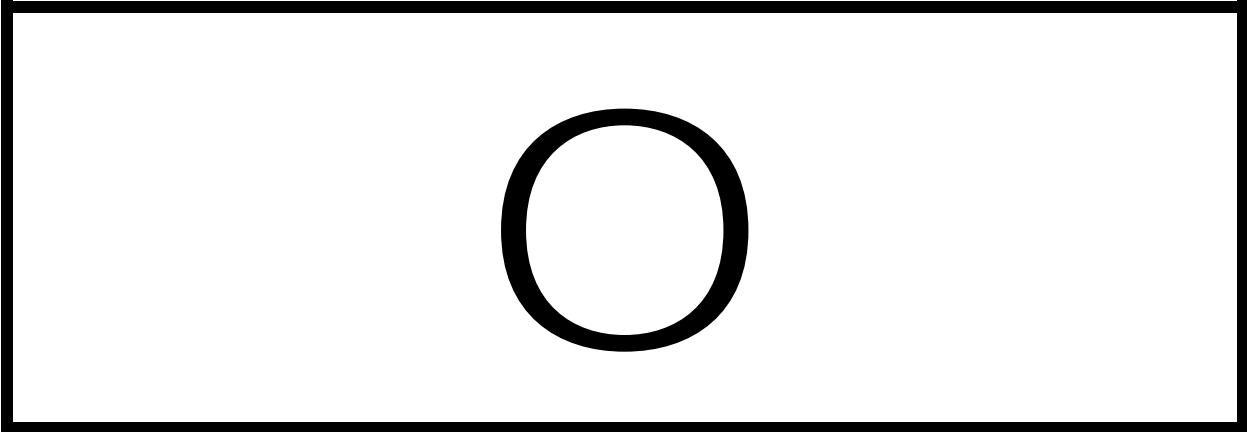
Yours truly,

Kim Callis
Signature
Kim Callis
[CEO Name]
Town Manager
[Title]

N

Homeownership Plan

NA



O

Plan of Development
Certification Letter

NA

P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements

VHDA Experienced LIHTC Developers

Notes:

Updated:

1/30/2019

I Listed if 'named' Controlling General Partner or Managing Member (as confirmed by supporting documentation)

I Listed if documentation supported at least 6 LIHTC developments

I Listed if a principal who has developed at least 3 LIHTC deals and has at least \$500,000 in liquid assets

See LIHTC Manual for instructions on being added to this list

INDIVIDUALS

1 Alexander, Randall P.	28 Gardner, Mark E.	55 Park, Richard A.
2 Arista, Roberto	29 Gunderman, Timothy L.	56 Park, William N.
3 Barnhart, Richard K.	30 Haskins, Robert G.	57 Pasquesi, R.J.
4 Baron, Richard	31 Heatwole, F. Andrew	58 Pedigo, Gerald K.
5 Bennett, Vincent R.	32 Honeycutt, Thomas W.	59 Poulin, Brian M.
6 Burns, Laura P.	33 Hunt, Michael C.	60 Queener, Brad
7 Cohen, Howard Earl	34 Jester, M. David	61 Ripley, F. Scott
8 Connelly, T. Kevin	35 Johnston, Thomas M.	62 Ripley, Ronald C.
9 Connors, Cathy	36 Jones Kirkland, Janice	63 Ross, Stephen M.
10 Copeland, M. Scott	37 Kirkland, Milton L.	64 Salazar, Tony
11 Copeland, Robert O.	38 Kittle, Jeffery L.	65 Sari, Lisa A.
12 Copeland, Todd A.	39 Koogler, David M.	66 Sinito, Frank T.
13 Cordingley, Bruce A.	40 Koogler, David Mark	67 Stockmaster, Adam J.
14 Counselman, Richard	41 Lancaster, Dale	68 Stoffregen, Phillip J.
15 Crosland, Jr., John	42 Lawson, Phillip O.	69 Surber, Jen
16 Curtis, Lawrence H.	43 Lawson, Steve	70 Valey, Ernst
17 Daigle, Marc	44 Leon, Miles B.	71 Uram, David
18 Dambly, Mark H.	45 Lewis, David R.	72 Woda, Jeffrey J.
19 Deutch, David O.	46 Margolis, Robert B.	73 Wohl, Michael D.
20 Dischinger, Chris	47 McCormack, Kevin	74 Wolfson, III, Louis
21 Douglas, David D.	48 McNamara, Michael L.	
22 Ellis, Gary D.	49 Melton, Melvin B.	
23 Fekas, William L.	50 Midura, Ronald J.	
24 Fitch, Hollis M.	51 Mirmelstein, George	
25 Fore, Richard L.	52 Nelson, IV, John M.	
26 Franklin, Wendell C.	53 Orth, Kevin	
27 Friedman, Mitchell M.	54 Parent, Brian	

NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

- 1 AHC, Inc.
- 2 Alexandria RHA
- 3 Arlington Partnership for Affordable Housing (APAH)
- 4 Better Housing Coalition
- 5 Buckeye Community Hope Foundation
- 6 Community Housing Partners
- 7 Community Housing, Inc.
- 8 ElderHomes (dba Project: Homes)
- 9 Enterprise Homes, Inc
- 10 Fairfax County RHA
- 11 Homes for America, Inc.
- 12 Humanities Foundation, Inc.
- 13 Huntington Housing, Inc.
- 14 Newport News RHA
- 15 NHT Communities
- 16 Norfolk Redevelopment Housing Authority
- 17 People Incorporated
- 18 Piedmont Housing Alliance
- 19 Portsmouth RHA
- 20 RHA/Housing, Inc.
- 21 The Community Builders
- 22 Virginia Supportive Housing
- 23 Virginia United Methodist Housing Development Corporation
- 24 Wesley Housing Development Corporation

Q

Documentation of Rental
Assistance

Filters >> State:ALL	Servicing Office:ALL	County:ALL
Management Agent/Borrower:ALL	Fund Code:ALL	Paid Code:Active
Assigned To:ALL	Labor Housing Type:ALL	Agreement Status:
Project Name:CROSS CREEK APTS	Fiscal Year:ALL	Unpaid Bal Filter:UNPAID
Expiration:NA	Usable Units:ALL	Detail:Y Summary:Y

Sort >> State/Servicing Office/County/Project Name

St	Srv Off	Cty	Project Name Case Nbr	Agrment Number	Apprvl Date	Type	Amt Oblg	Amt Vouchered	Unpaid Balance	Replaced By Agrmnt	Oblg Units	Usable Units
54	602	70	CROSS CREEK APTS 54-70-559817347 01-6	190100	11/19/2018	H	91,993.00	11,100.00	80,893.00		19	Y

Total Number of Tenants Receiving RA:19
Active RA Units:19
Average Months RA Usage from Project Payments: 7117.18
Number of Months Ra Remaining at Average Usage:11

ORDINANCE

COMMONWEALTH OF VIRGINIA, TOWN OF SOUTH HILL

AN ORDINANCE TO PARTIALLY EXEMPT REAL ESTATE TAXATION FOR THE PROPOSED REHABILITATED PROPERTY KNOWN AS CROSS CREEK APARTMENTS LOCATED IN SOUTH HILL, VIRGINIA, BY LOCAL CLASSIFICATION OR DESIGNATION FROM FULL ASSESSMENT OF TAXES:

WHEREAS, Cross Creek VA LLC, 120 N. Lunenburg Avenue, South Hill, Virginia has applied to the Town Council of South Hill, for an ordinance providing it with partial tax-exempt status from the Town of South Hill on real property taxes relating to the rehabilitation project performed on Cross Creek Apartments in South Hill, Virginia; and

WHEREAS, the Council desires to support and encourage the rehabilitation, renovation and/or replacement of property by enacting an ordinance to provide Cross Creek VA LLC with a partial tax exemption from the Town of South Hill real property taxes; and

WHEREAS, the Town of South Hill, Virginia did on March 11, 2019, hold a Public Hearing in accordance with notice duly and lawfully published in the South Hill Enterprise; and

WHEREAS, Virginia Code § 58.1-3219.4 authorizes the Town to enact such exemptions within the limitations therein prescribed and as may be prescribed by this Council, to wit; to be eligible for said exemption from taxation the rehabilitation, renovation or replacement of such structure must commence within eighteen (18) months of the effective date of this ordinance; said exemption shall commence upon completion of the rehabilitation, renovation or replacement, if before November 1 of a given year or on January 1 of the year following completion of the rehabilitation, renovation or replacement; such exemption shall run with the real estate for a period of no longer than three (3) years; said structure must be more than twenty (20) years of age that is being rehabilitated, renovated and/or replaced; and said partial exemption shall not exceed an amount equal to the increase in assessed value resulting from the rehabilitation, renovation or replacement of the structure as determined by the Commissioner of Revenue or an amount up to fifty percent of the cost of rehabilitation, renovation or replacement of the structure, whichever is greater.

NOW, THEREFORE, BE IT ORDAINED, pursuant to § 58.1-3219.4 of the Code of Virginia that:

1. The real property of Cross Creek VA LLC to be partially exempted hereby is located in the Town of South Hill, Virginia, at 120 N. Lunenburg Avenue.
2. At a Public Hearing duly and lawfully held on March 11, 2019, pursuant to public notice, the Town Council of the Town of South Hill, Virginia examined and considered Cross Creek VA LLC's proposal for partial tax exemption.
3. The South Hill Town Council hereby finds that:
 - a. The real property along with improvements currently located thereon is estimated to be valued at a total of \$770,900.00 for tax year 2018, and the cost of the intended improvements is expected to be approximately \$912,000.00

b. The real property taxes that were paid by Cross Creek LP for tax year 2018 were \$2,621.06. The increase in value caused by the proposed improvements could result in an increase of the amount of tax on this real property in the amount of \$3,100.80 at the current tax rate.

4. The Town of South Hill finds that Cross Creek VA LLC is an organization which is rehabilitating, renovating and/or replacing a structure that has historically been underprivileged housing for the residents of the Town of South Hill known as Cross Creek Apartments. As such, said organization is eligible for a partial exemption from the assessment of real property taxes as a result of said rehabilitation, renovation and/or replacement of structures under Virginia Code §58.1-3220, for a period of three (3) years, in an amount not to exceed Two Thousand Dollars and Zero Cents (\$2,000) annually.

5. The Council hereby exempts Cross Creek VA LLC from that portion of their real property taxes accruing as a result of an increase in property value by reason of the proposed improvements or Fifty Percent (50%) of the cost of such improvements, whichever is greater but not to exceed Two Thousand Dollars (\$2,000) annually, for a period of three tax years.

a. The cost of the improvements shall be presumed as shown on the building permit application. The proposed improvements are those described in the attached exhibit which is hereby incorporated into this ordinance.

b. The exemption hereby granted is contingent upon the following:

i. Cross Creek VA LLC performing the security enhancement improvements described in the proposed improvements hereto attached as verified by the Code Compliance Official; and

ii. Cross Creek VA LLC providing housing predominately for persons with low to moderate income as defined by the Virginia Housing Development Authority.

It is so ORDAINED this 11TH day of March 2019.

RECORDED VOTE: 6 AYE 0 NO

COUNCIL MEMBERS PRESENT: Allen Bracey
Feggins-Boone Luster
Basser Taylor

Town Council for the Town of South Hill, Virginia

ATTEST:

By: Dean Marion
Dean Marion, Mayor

Anna B. Cratch
Anna B. Cratch, Town Clerk



SOUTH HILL TOWN COUNCIL

REGULAR MEETING MINUTES

MONDAY, MARCH 11, 2019 AT 7:00 P.M.

The regular monthly meeting of the South Hill Town Council was held on Monday, March 11, 2019 at 7:00 p.m. in the Council Chamber of the South Hill Town Hall located at 211 South Mecklenburg Avenue in South Hill, Virginia.

1. CALL TO ORDER

Honorable Mayor Dean Marion called the regular meeting to order at 7:00 p.m.

2. INVOCATION

Mayor Marion rendered the invocation.

3. ROLL CALL

Mayor Marion called upon Anna Cratch to call the roll, which was as follows:

A. Council Members

Glenn C. Allen
Delores B. Luster

M. B. "Millie" Bracey
C. Leroy Sasser

Lillie Feggins-Boone
G. Ben Taylor

Council members Lisa V. Jordan and W.M. "Mike" Moody were not present at the meeting.

B. Staff in Attendance

Katherine Bigelow, Finance Director
Kim Callis, Town Manager
David Hash, Code Compliance Offic.
Bill Wilson, Public Works Director

Stuart Bowen, Police Chief
Anna Cratch, Town Clerk
Brent Morris, Business Devt. Manager

4. APPROVAL OF MINUTES – FEBRUARY 11, 2019

A motion was made by Councilwoman Feggins-Boone, second by Councilman Allen, to dispense with the reading of the minutes of the regular meeting held on February 11, 2019, since all Council members received copies prior to the meeting, and approve as submitted by Anna Cratch. Motion carried unanimously.

5. SERVICE AWARDS

Austin Tackett with Fleet and Facilities, Public Works was recognized for 5 years of service effective March 17.

Daniel Gwaltney with the Streets Division, Public Works was recognized for 10 years of service effective March 17.

6. PUBLIC HEARINGS

A. Kim Callis – Partial Tax Exemption Ordinance

Kim Callis reported that at the February 11, 2019 Council meeting, Charlie Irick requested the Town’s assistance to pursue funding needed to rehabilitate Cross Creek Apartments located at 120 North Lunenburg Avenue just across the street from the South Hill Volunteer Fire Department. Mr. Callis informed Council a Public Hearing has been called for comments on a proposed ordinance pursuant to Section 58.1-3219.4 of the Code of Virginia to allow a partial real estate tax exemption for certain costs related to the rehabilitation of property located in a revitalization area.

Mr. Callis opened the Public Hearing. There were no comments. In answer to a question from Councilwoman Bracey, Chief Bowen answered they haven’t had any problems with that area.

Mr. Callis closed the Public Hearing. **A motion was made by Councilwoman Bracey, second by Councilman Sasser,** to adopt the proposed ordinance to allow a partial exemption of real estate taxes related to the rehabilitation of Cross Creek Apartments pursuant amendment to Section 58.1-3219.4 of the Code of Virginia. **A roll-call vote** was requested and voiced as follows:

Councilman Allen-Aye	Councilwoman Bracey-Aye
Councilwoman Feggins-Boone-Aye	Councilwoman Jordan-Absent
Councilwoman Luster-Aye	Councilman Moody-Absent
Councilman Sasser-Aye	Councilman Taylor-Aye.

7. CODE COMPLIANCE REPORT

A. Monthly Report

David Hash presented the report of activity for the month of February 2019 as follows:

Inspections Completed	-	26
Permits Issued	-	18
Fees Collected	-	\$ 1,015.49
UEZ Exemption	-	\$ 0
Rehab Exemption	-	\$ 10,255.28
General Exemption	-	\$ 0
Work Value	-	\$ 2,271,990.00

New businesses for the month of February include:

- 6 C’s To Success, LLC Counseling and Wellness Services, 114 S. Hill Avenue (outpatient counseling)
- Starke’s Handyman Services, 924 Forest Hill Drive (handyman services)
- Flossy By T, 124 S. Mecklenburg Avenue (retail business)
- Susan F. Newman, 412 Fairview Avenue (online retail)
- Under My Hat Media, LLC, 411 Windsor Street (media services)
- Skylark Testing Center, 831 W. Danville Street (educational testing center)
- PG Entertainment, LLC, 608 W. Danville Street (recording studio)

A motion was made by Councilman Sasser, second by Councilwoman Feggins-Boone, to approve the report of the Code Compliance Official for the month of February 2019 as submitted by David Hash. Motion carried unanimously.

B. Dilapidated Properties

David Hash, Code Compliance Official (CCO), reported he has contacted the property owners of the following 16 addresses and is awaiting responses:

1. 215 Dortch Lane – Mr. Poythress has partially painted the house; next court date is March 18; CCO has called and texted owner with no response
2. 515 Meadow Street – to be completed by June 30
3. 211 East Atlantic Street – to be completed by June 1
4. 400 Goodes Ferry Road – CCO received plan of action to start June 1
5. 402 Goodes Ferry Road – CCO received plan of action to start April 1
6. 210 Park Lane – CCO talked to Jon Taylor on January 2; to be completed by June 1
7. 205 East Atlantic Street – Tommy Stanley has been in the hospital and called and requested an extension until June 30.
8. 923 West Atlantic Street – Scott Burt will complete siding and windows by June 1.
9. 110 Third Street – Mr. Allen is still working on roof; to be completed by June 30
10. 513 North Mecklenburg Avenue – to be completed by July 1
11. 304 North Lunenburg Avenue – third notice sent for removal
12. 1108 Halifax Street – will proceed with removal
13. 1109 Halifax Street – will proceed with removal
14. 110 West Main Street – no response; will send final notice for removal by March 8
15. 315 West Danville Street – Mr. Guler will pursue selling property.
16. 802 West Atlantic Street – first correction notice sent by March 8

This agenda item was for informational purposes only; therefore, no Council action was taken.

8. POLICE REPORT

A. Monthly Report

Chief Bowen presented the police report for the month of February 2019. Chief Bowen informed Council there were 509 activity incidents, 20 reportable criminal offenses, 613 calls for service, and \$0 property recovered in February. Other miscellaneous included 6 court overtime hours, 90 training hours, 13 warrants issued, and 3 inoperative vehicles tagged.

He presented the following administrative news:

- The following completed CPR recertification training instructed by Paul Jones and Tony Solomon at the Police Department: Scott Zincone, Ryan Durham, Brandon Campbell, Michael Wallace, Chris Parrott, C.B. Fleming, Andrew Towery, Nathan Bowen, Mike Watters, Carie Watters, Ryan Mills, James Crawford, Wanda Dixon, Shane Johnson, Chuck Mayer, Stuart Bowen, Mike Peebles, Josh Hylton, Ethan Atkinson, Josh Marriner and Adam Lane.
- Detective Carie Watters spoke with various SVCC students via satellite covering Policing a Diverse Population.
- Captain Shane Johnson attended Accreditation Manager Training in Surry.

- Captain Shane Johnson and Officer Ethan Atkinson completed Taser Instructor Training in Richmond, North Carolina.
- Captain Shane Johnson, Corporal Tony Solomon, and Officer Ethan Atkinson completed Defensive Tactics Instructor Skills Development at the training academy.
- This department, in conjunction with VCU Police, held a RAD Self Defensive Training session at the Police Department.
- Corporal C.B. Fleming gave a presentation to a group of Senior Citizens at LCAAA.

A motion was made by Councilman Sasser, second by Councilwoman Feggins-Boone, to approve the report of the Police Department for the month of February as submitted by Donna Burch. Motion carried unanimously.

Councilwoman Bracey mentioned she had received a complaint regarding the electronic sign being a distraction.

9. FINANCE REPORT

A. Monthly Financial Report

Katherine Bigelow submitted the financial report for month ended February 28, 2019 as follows:

General Fund	-	\$17,868,046.44	Total CD Investment Accounts	-	\$2,413,801.54
Water and Sewer Fund	-	3,548,863.92	Total Police Dept. Savings	-	\$ 7,042.02
Cemetery Fund	-	12,789.01	Total Taxes Due Thru 2/28/19	-	\$ 271,394.84
West Main Street	-	(18,768.00)	(Real Estate and Personal Property, all years)		
Food Hub	-	(88,585.38)			
Groom School Apartments	-	0			
Total in Checking	-	\$21,322,345.99			

A motion was made by Councilwoman Bracey, second by Councilman Allen, to approve the financial report for month ended February 28, 2019 as submitted by Katherine Bigelow. Motion carried unanimously.

10. BUSINESS DEVELOPMENT REPORT

A. Monthly Update

Brent Morris submitted the business development report for the month of February 2019 as follows:

- Twenty-one information packets were mailed to potential industries.
- The automated forms have been built out for the new website and are currently in test mode. Department heads are making updates and changes before finalizing.
- Customer service classes will be set for April by the South Hill Chamber of Commerce.
- Mr. Morris attended the Southern Virginia Innovative Workforce Forum put on by Mid-Atlantic Broadband in South Boston.
- Mr. Morris worked with CMH-VCU Health Foundation as they hosted their annual event, Winterfest, in the South Hill Exchange (many complimentary reviews were received about the venue.)

- Mr. Morris began working with NextStep out of California as the founder, Janne Kouri, will ride his wheelchair from CA to DC. Mr. Kouri will be stopping in South Hill overnight. We are working with the organization to highlight the new all-inclusive playground in Centennial Park before he departs on May 11.

This agenda item was for informational purposes only; therefore, no Council action was taken.

11. CITIZENS TO ADDRESS COUNCIL

A. Floyd Edmonds, Southside Rescue Squad, Inc.

1) 2018 Annual Rescue Squad Report

On behalf of the Southside Rescue Squad, Inc., Floyd Edmonds presented Council with the Southside Rescue Squad's 2018 Annual Report. Mr. Edmonds reported they answered 2,518 calls and transported 1,922 people. They have 24 volunteers, 5 associate members, 12 junior members, and 10 life members. Six career staff members work a rotating daytime shift. A part-time person helps to get two trucks out.

They have 14 paramedics, 12 intermediates, and 12 EMTs. They put in over 10,000 hours on calls, training, and classes.

The Southside Rescue Squad purchased a new ambulance (\$245,000) which will be in service very soon. Medicaid and Medicare have just come up with a rule to allow people who are self-paid to receive a reduction in their bill. A pilot program is also being created to direct appropriate patients to urgent care rather than ER.

Due to other commitments and cost issues, the Southside Rescue Squad did not compete in the convention last year.

Floyd Edmonds expressed their gratitude for the support of the Town and community.

2) Annual Bucket Drive on May 25 from 7:00 a.m. to 2:00 p.m.

Mr. Edmonds requested permission to hold their Annual Bucket Drive on May 25 from 7:00 a.m. to 2:00 p.m.

A motion was made by Councilman Taylor, second by Councilman Sasser, to authorize the Southside Rescue Squad to hold their Annual Bucket Drive on May 25 from 7:00 a.m. to 2:00 p.m., in coordination with the Police Department. Motion carried unanimously.

12. COMMITTEE REPORTS

There were no committee reports.

13. TOWN MANAGER REPORT

Kim Callis submitted the following report for the month of February 2019:

A. Facilities Reservation Calendar

Kim Callis presented Council with a calendar of activities and reservations at Centennial Park, the South Hill Exchange, and other Town facilities. Mr. Callis noted the calendar changes frequently as new reservations are made. He reminded Council regarding the Community Clean Up event sponsored by the South Hill Revitalization Committee on April 27.

This agenda item was for informational purposes only; therefore, no Council action was taken.

B. Freedom of Information Act (FOIA) Legislation

Mr. Callis informed Council the General Assembly recently adopted new FOIA legislation requiring elected officials to complete FOIA training either by the local government attorney or through the FOIA Council website within two months of taking office and once every two years while in office. No penalty shall be imposed for failing to complete a training session. The bill also eliminates the three-day notice requirement for a hearing alleging an open meeting violation of the act. The bill has an effective date of July 1, 2020.

Other new FOIA legislation allows (but does not require) a court to add an additional penalty when:

- An improper closed session was held, and the local government attorney was present at the time of certification; or
- A public record cannot be produced because it was altered or destroyed in order to avoid FOIA provisions.

The bill was in conference because the House had removed a section that added additional penalties related to closed meetings. The version that passed both bodies allows the court to impose an additional penalty of up to \$1,000 if a closed meeting certification was done in the presence of an attorney but was not a legal closed session.

Mr. Callis and Anna Cratch are working on an appropriate method to ensure Council members receive the required training.

This agenda item was for informational purposes only; therefore, no Council action was taken.

C. Highway 1/138 Traffic Improvement Project

Mr. Callis reported that on February 20, we received approval from VDOT for the Highway 1/138 traffic improvement project. A preconstruction meeting was held on February 28 and was attended by Town staff and representatives from the Timmons Group, Biggs Construction Company, VDOT, Hurt & Proffitt and Century Link. The Notice of Award was presented to Biggs Construction Company at the meeting. The Notice to Proceed and project contract are under review and will be executed soon by all parties.

As the lead-time for fabricating the steel traffic signal posts and related work is approximately eight months, they will be ordered soon. Physical work at the project site is expected to begin in early May so that road relocation and other work can be completed near the expected delivery time for the traffic signals. Neighboring property owners will be notified when construction is about to begin and traffic management measures will be in place.

This agenda item was for informational purposes only; therefore, no Council action was taken.

D. Budget and Finance Committee Meetings

Mr. Callis reminded Council meetings with the Budget and Finance Committee start March 12.

14. HUMAN RESOURCES REPORT

Kim Callis presented the following administrative news for the month of February 2019:

- Mark Novsak completed the “Utility Management Workshop In A Box” sponsored by the EPA and hosted by the Virginia Rural Water Association.
- Brian Bratten, Eric Hudson, and Mark Novsak completed “Pump Operator Maintenance” sponsored by the Virginia Rural Water Association and Loveless, Inc.
- David Hash attended the VBCOA Regional Meeting in Richmond on February 19.
- Karen Lambert attended webinars on Policy and SOP Manuals and The Grievance Process sponsored by VML on February 27.
- Jacob Berryman has accepted the position in the Solid Waste Division.
- We continue to interview for the open position created by the resignation of Benjamin Rhodes at the Wastewater Treatment Plant.

This agenda item was for informational purposes only; therefore, no Council action was taken.

15. PUBLIC WORKS REPORT

Bill Wilson submitted the following report for the month of February 2019:

A. Departmental Updates

1) Sinkhole Repair at Centennial Park Amphitheater

It became noticeable this summer that a section of the extended stage right wall of the amphitheater was no longer vertical and was starting to subside. It was apparent it was related to the system that conveyed stormwater from the Brook Street/Main Street area through Centennial Park to be discharged to the creek.

The old 24” concrete pipe had parted in several places at the joints, which allowed the stormwater to erode the surrounding soil and transport it to the creek. Over time, a sinkhole formed causing the piping to collapse.

The old stormwater manhole and piping has been replaced with a new concrete box inlet and a HDPE corrugated pipe that is connected back to the next manhole located within the grass area in the amphitheater.

Restoration of the area will follow and be ready for the first concert this spring.

2) Total Trihalomethane (TTHM) Issue

The higher than desired TTHM levels experienced at the Forest Lane site have been lowered due to higher flushing volumes and cold weather. Because the analytical levels are based on a four-quarter running average, violations occurred for three quarters until the most recent result, which was very low, brought the average down dramatically. We plan to start flushing again on March 6 and sample for the next quarterly event on March 12.

This agenda item was for informational purposes only; therefore, no Council action was taken.

16. OLD BUSINESS

There was no old business.

17. NEW BUSINESS

Alpheus Lee Jones asked everyone to remember Jamie Barker whose wife recently passed.

Councilman Taylor welcomed Meredith Baker with the South Hill Enterprise to the meeting.

18. EXECUTIVE SESSION

Real Estate – § 2.2-3711 (A)(3), Legal – § 2.2-3711 (A)(7), and Personnel – § 2.2-3711 (A)(1)

Pursuant to Real Estate – § 2.2-3711 (A)(3), Legal – § 2.2-3711 (A)(7), and Personnel – § 2.2-3711 (A)(1) of the Code of Virginia and on **motion of Councilwoman Feggins-Boone, and second of Councilwoman Luster**, the South Hill Town Council entered into **Executive Session** to discuss Real Estate, Legal, and Personnel matters. The members voted unanimously to enter into said Executive Session.

There was no action taken while in Executive Session on the Real Estate, Legal, or Personnel matters.

WHEREAS, the South Hill Town Council has convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Sections 2.2-3711 (A)(3), 2.2-3711 (A)(7), and 2.2-3711 (A)(1) of the Code of Virginia require a certification by this Council that such executive meeting was conducted in conformity with Virginia Law;

NOW THEREFORE, BE IT RESOLVED that the South Hill Town Council hereby certifies that to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements by Virginia Law were discussed in the executive meeting to which certification resolution applies, and (2) only such business matters as were identified in the motion convening the executive meeting were heard, discussed, or considered by the Council.

A motion was made by Councilman Allen, second by Councilwoman Bracey, to approve **Resolution 334**, dated March 11, 2019 and return to **Open Session**. All members present voted affirmatively.

19. OPEN SESSION

There was no action taken in Open Session on the Real Estate, Legal, or Personnel matters.

20. ADJOURNMENT

There being no further business matters before the South Hill Town Council, Mayor Marion adjourned the meeting at 9:00 p.m.

Respectfully submitted by Anna B. Cratch.

Signed:

Dean Marion, Mayor

Attest:

Anna B. Cratch, Town Clerk

Draft

R

Documentation of
Operating Budget



United States Department of Agriculture
Rural Development
Lynchburg

October 22, 2018

GEM Management.
Ms. Katora Jones
2021 Cross Beam Drive
Charlotte, NC 28217

RE: Cross Creek, LP – Cross Creek Apartments

NOTICE OF APPROVED RENT & UTILITY ALLOWANCE CHANGE

Dear Ms. Jones:

You are hereby notified that Rural Development has reviewed the request for a change in the shelter costs for Cross Creek Apartments and considered all justifications provided by the project management [and comments provided by the tenant]. Rural Development has approved the rent and/or utility allowance rates listed below. The changes for all units will become effective on January 1, 2019. The changes are needed for the following reasons:

Increase in Operating & Admin Expenses.

The approved changes are as follows:

<u>UNIT SIZE</u>	<u>PRESENT RENT</u>		<u>APPROVED RENT</u>	
	<u>BASIC</u>	<u>NOTE RATE</u>	<u>BASIC</u>	<u>NOTE RATE</u>
1BR	\$596.00	\$783.00	\$601.00	\$788.00

The approved utility allowance changes are as follows:

<u>UNIT SIZE</u>	<u>PRESENT UTILITY ALLOWANCE</u>	<u>PROPOSED UTILITY ALLOWANCE</u>	<u>APPROVED UTILITY ALLOWANCE</u>
1BR	\$54.00	\$66.00	\$66.00

Should you have any questions or concerns, you may contact Rural Development. The Rural Development Servicing Office address is:

20311 Timberlake Rd., Suite A, Lynchburg, VA 24502
PHONE: 434-439-3581 • TDD: 804-287-1753

Committed to the future of rural communities

USDA is an equal opportunity provider, employer, and lender

S

Supportive Housing
Certification

NA

T

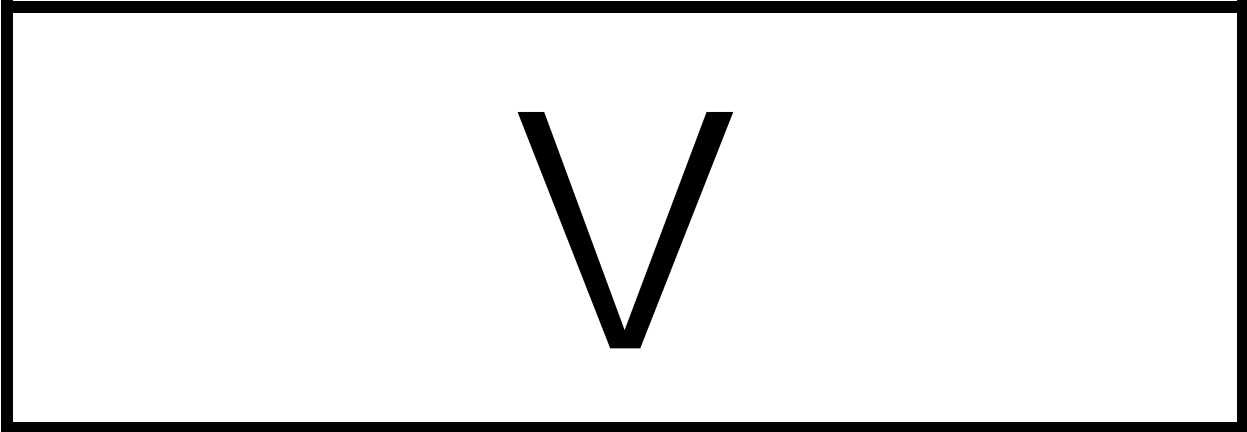
Funding Documentation

NA

U

Documentation to
Request Exception to
Restriction-Pools with
Little/No Increase in Rent
Burdened Population

NA



V

Nonprofit or LHA Purchase
Option or Right of First
Refusal

Prepared by and return to:
David T. Pryzwansky, The Pryzwansky Law Firm, P.A.
507 West Peace Street, Suite 101
Raleigh, NC 27603

Tax Parcel: _____

PURCHASE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT

This Purchase Option and Right of First Refusal Agreement ("Agreement") is made as of the 7th day of March, 2019 by and among Cross Creek VA LLC, a Virginia limited liability company (the "Company") and Southeast Rural Community Assistance Project, Inc., a Virginia non stock corporation exempt from federal income taxation under Sections 501(a) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and whose primary purpose is providing housing to low-income families (the "Grantee") (the Company and the Grantee are the "Parties").

WHEREAS, the Company intends to own a multifamily apartment complex known as Cross Creek Apartments located in South Hill, Virginia as more particularly described on **Exhibit A** ("Property") and the Property is or will be subject to one or more governmental agency regulatory agreements (collectively, the "Regulatory Agreement") restricting its use to low-income housing and may become subject to a low-income use restriction (the "Special Covenant") pursuant to the terms and conditions of this Agreement (such use restrictions under the Regulatory Agreement and Special Covenant being referred to collectively herein the "Use Restrictions"); and

WHEREAS, Grantee is a member of the Company and desires to provide for the continuation of the Property as low-income housing upon termination of the Company's ownership of the Project by the Grantee purchasing the Property at the applicable price determined under this Agreement and operating the Property in accordance with the Use Restrictions; and

WHEREAS, Grantee has negotiated and required that the Company execute and deliver this Agreement in order to provide for such low-income housing.

NOW THEREFORE, in consideration of the execution and delivery of the Agreement and the payment of the Grantee to the Company of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Option.** The Company hereby grants to the Grantee an option (the "Option") to purchase the real estate, fixtures, and personal property comprising the Property or associated with the physical operation thereof, owned by the Company at the time of Purchase, after the close of the fifteen (15) year compliance period for the low-income tax credit for the Property (the "Compliance Period") as determined under Section 42(i)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of the Option specified herein.

2. **Grant of Refusal Right.** In the event that the company receives a bona fide offer to purchase the Property, which offer the Company intends to accept, Grantee shall have a right of first refusal to purchase the Property (the "Refusal Right") after the close of the Compliance Period, on the terms and conditions set forth in this Agreement, and subject to the conditions precedent to exercise of the Refusal Right specified herein. In addition to all the other applicable conditions set forth to this Agreement, (a) the foregoing grant of the Refusal Right shall be effective only if Grantee is currently and remains at all times hereafter, until (i) the Refusal Right has been exercised and the resulting purchase and sale has been closed or (ii) the Refusal Right has been assigned to Permitted Assignee described in Section 10 hereof, whichever first occurs, a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code and (b) any assignment of the Refusal Right permitted under this Agreement and the Refusal Right so assigned shall be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee meeting the requirements of Section 42(i)(7)(A) of the Code. Prior to accepting any bona fide offer to purchase the Property, the Company shall notify the Grantee of such offer and deliver a copy thereof. The Company shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Section 6 hereof.

3. **Purchase Price Under Option.** The purchase price for the Property pursuant to the Option shall be the greater of (i) the Fair Market Value of the Property or (ii) the amount sufficient (a) to pay all debts (including member loans) and liabilities of the Company upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Option, and (b) to distribute to the members cash proceeds equal to the taxes projected to be imposed on the members of the Company as a result of the sale pursuant to the Option.

As used in this Section 3, Fair Market Value shall mean:

- i) The fair market value determined as the Parties shall agree.
- ii) If the Parties cannot agree on a determination of the Fair Market Value, the fair market value as determined by an appraiser mutually acceptable to the Parties.
- iii) If the Parties cannot agree on selection of an appraiser, the Company shall provide Grantee with a list of three potential alternative appraisers. The Grantee shall choose one appraiser from such list who shall determine the fair market value of the Property.

4. **Purchase Price Under Refusal Right.** The purchase price of the Property pursuant to Refusal Right shall be equal to the sum of: (a) an amount sufficient to pay all debts (including Member Loans) and liabilities of the Company upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Refusal Right, (b) an amount sufficient to distribute to the members of the Company cash

proceeds equal to the taxes projected to be imposed on the members of the Company as a result of the sale pursuant to the Refusal Right, (c) an amount necessary to repay the managing member of the Company for any special capital contribution it had to make to pay off unpaid development fee, (d) expenses of sale, and (e) any amounts owed to the investor member of the Company under the operating agreement of the Company.

5. **Conditions Precedent.** Notwithstanding anything in this Agreement to the contrary, the Option and Refusal Right granted hereunder shall be contingent on the following:

- (i) the Regulatory Agreement shall have been entered into and remained in full force and effect and those Use Restrictions to be contained therein, shall have remained unmodified without its prior written consent, or
- (ii) if the Regulatory Agreement is no longer in effect due to reasons other than a default thereunder by the Company, such Use Restrictions, as so approved and unmodified, shall have remained in effect and shall continue in effect by inclusion in the vesting deed of the Property to the Company.

If any or all of such conditions precedent have not been met, the Option and the Refusal Right shall not be exercisable.

6. **Exercise of Option or Refusal Right.** The Option and Refusal Right may each be exercised by Grantee by giving prior notice of its intent to exercise the Option or the Refusal Right to the Company and each of its members in the manner provided in the Agreement in compliance with the requirements of this Agreement.

If prior to exercise of the Option or Refusal Right, as applicable, the Service has issued a revenue ruling or provided a private letter ruling to the Company holding that a covenant of the nature described hereinbelow may be utilized without limiting tax credits or deductions that would otherwise be available to the members of the Company, then as a condition of the Option and Refusal Right, the deed to Grantee shall include a special covenant ("Special Covenant") specifically restricting continued use of the Property to low-income and maximum rent requirements (excluding any right under the Code to raise rents after notice to the applicable state or local housing credit agency if it is unable to find a buyer at the statutory price) as are currently specified in the Agreement with reference to low-income housing tax credit (notwithstanding any future discontinuation of such credit or modification of federal requirements thereof), except insofar as stringent use requirements are imposed by the Regulatory Agreement. The Special Covenant shall constitute part of the Use Restrictions. The Special Covenant may state that is applicable and enforceable only to the extent such housing produces income sufficient to pay all operating expenses and debt service and fund customary reserves and there is a need for low-income housing in the geographic area the Property is located. The Special Covenant shall run with the land for a period of fifteen (15) years after closing of the purchase under the Option of the Refusal Right, as applicable, or, if longer, for the period

measured by the then remaining period of Use Restrictions under the Regulatory Agreement, provided that the Special Covenant shall terminate the option of any holder of the reverter rights described hereinabove, upon enforcement thereof.

In the event that neither the Option nor the Refusal Right is exercised, or the sale pursuant thereto is not consummated, then upon conveyance of the Property to any one other than Grantee or its permitted assignee hereunder, the foregoing provisions shall terminate and have no further force and effect.

7. **Assignment**. Grantee may assign all or any of its rights under this Agreement to (a) qualified nonprofit organization, as defined in Section 42(h)(5)(c) of the Code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Property (each a "Permitted Assignee") that demonstrates its ability and willingness to maintain the Property as low-income housing in accordance with the Use restrictions, and subject to any event to the conditions precedent to the Refusal Right grant and the Option price set forth in Sections 2 and 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice to the Company and all members of the Company. Upon any permitted assignment hereunder references to this Agreement to Grantee shall mean the permitted Assignee where the contact so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Agreement and so assigned. No assignment of Grantee's rights hereunder shall be effective unless and until the permitted Assignee enters into a written agreement accepting the assignment and assuming all of Grantee's obligations under the Agreement. Except as specifically permitted herein, Grantee's rights hereunder shall not be assignable.

8. **Miscellaneous**. This Agreement shall be governed by the laws of the Commonwealth of Virginia. This Agreement may be executed in counterparts or counterpart signature pages, which together shall constitute a single agreement.

[signatures on following page]

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

Cross Creek VA LLC,
a Virginia limited liability company

By: Flatiron Holdings, LLC,
a North Carolina limited liability company, Managing Member

By: Fitch Irick Partners, LLC.
a North Carolina limited liability company, Managing Member

By: 
Hollis M. Fitch, Managing Member

Southeast Rural Community Assistance Project, Inc., a Virginia
nonstock corporation

By: SERCAP, Inc
Name: Hope Corp
Title: CEO



STATE OF NORTH CAROLINA :
COUNTY OF MECKLENBURG :

I, a Notary Public, certify that Hollis M. Fitch, Managing Member of Fitch Irick Partners, LLC, a North Carolina limited liability company, Managing Member of Flatiron Holdings, LLC, a North Carolina limited liability company, Managing Member of Cross Creek VA LLC, a Virginia limited liability company personally came before me this day and being duly authorized executed the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the 11 day of March, 2019

Brittany E. Richter
Notary Public



My Commission expires: April 14, 2020

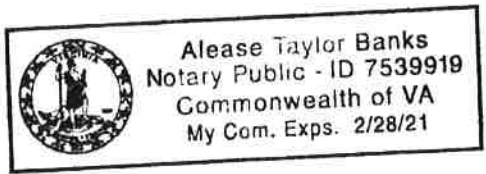
COMMONWEALTH OF VIRGINIA :
COUNTY OF ROANOKE :
CITY

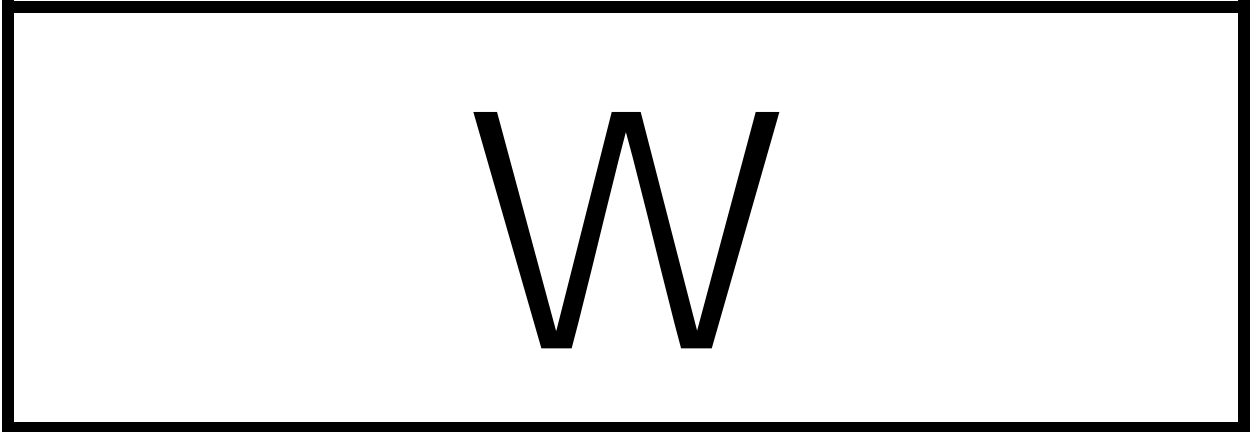
I, a Notary Public certify that Hope J. Cupit, President, CEO of Southeast Rural Community Assistance Project, Inc., a Virginia non stock corporation, personally came before me this day and being duly authorized executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the 7th day of MARCH, 2019.

Alease Taylor Banks
Notary Public

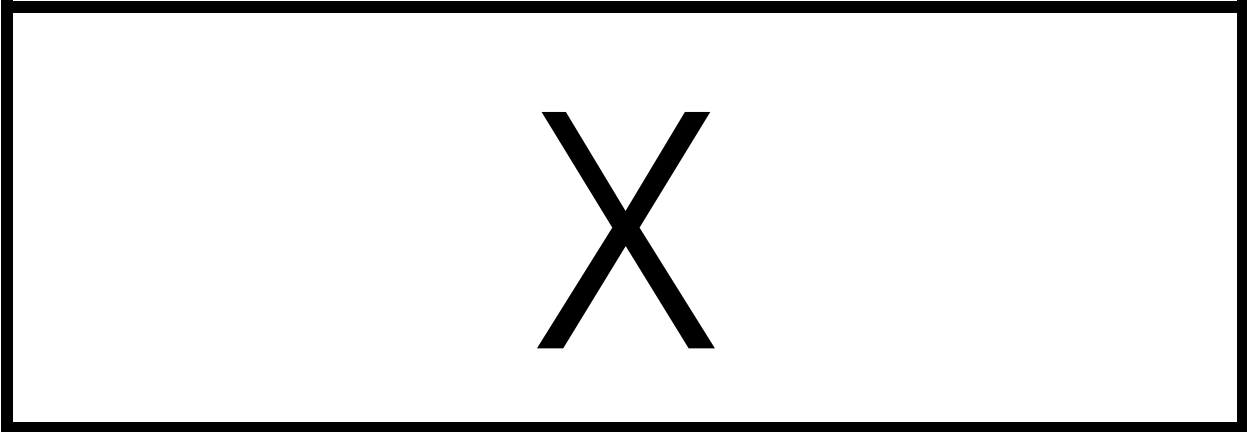
My Commission expires: 2/28/21





(Reserved)

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Marketing Plan

For units meeting accessibility requirements of HUD section

504

Cross Creek Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the “Marketing Plan”) has been designed to convey to current and potential residents with disabilities that Cross Creek will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Cross Creek. GEM MANAGEMENT, LLC, the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, GEM MANAGEMENT, LLC will be responsible for the development and management of community and resident services program.

I. Affirmative Marketing

GEM MANAGEMENT, LLC is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. GEM MANAGEMENT, LLC, its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Associate Director or the Executive Director of GEM MANAGEMENT, LLC.

II. Marketing and Outreach

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

1. Networking

GEM MANAGEMENT, LLC will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

- Town of South Hill (434-447-3191)
- Lake Country Area Agency on Aging (434-447-7661)
- Community Housing Partners (540-382-2002)
- Mecklenburg County Department of Social Services (434-738-6138)

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

- Unless prohibited by and applicable federal subsidy program.
- A “first preference” will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VHDA.
- Elizabeth Seward, Director, Statewide Housing Initiatives, (804) 343-5615, elizabeth.seward@vhda.com

2. Internet Search

GEM MANAGEMENT, LLC Apartments will also be listed on the following websites:

www.virginiahousingsearch.com

www.hud.gov

www.craigslist.org

accessva.org

dbhds.virginia.gov

3. Print Media

Print media sources will also be identified in the Lynchburg area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

4. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. ***Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.*** Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

5. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50 - \$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the

Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers will be changed to reflect the season or any type of special referral program.

III. Public and Community Relations

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. GEM MANAGEMENT, LLC encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

IV. Tenant Selection and Orientation

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 4:30 P.M. Applicants will be processed at the Management Office Tuesday, Wednesday and Thursday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will perform housekeeping/home visits, check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

Tenant Selection Criteria

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance

Application Processing

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review of housekeeping/home visit, prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the Housing Committee will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has no bad credit and no negative rental history and no criminal history then the application can be conditionally approved after contacting the prior landlord. In these cases, the application must be reviewed by the Associate Director/ housing committee before final approval.

Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if;
 - There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
 - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
 - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded at applicants' request.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Cross Creek is located. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible for units available on the property.
- Applicants must receive satisfactory referrals from all previous Landlords.
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
- Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting

agencies and must demonstrate an ability to pay rent on time.

- Applicants must provide a doctor's statement and/or other proof of any handicap or disability.

- Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
- Applicants must complete the Application for Lease and all verification forms truthfully.
- Applicants must provide all information required by current Federal regulations and policies.
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.
- Held Vacant for 60 Days**

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 60-point Units and 30-point Units, to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 60-point Unit or a 30-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner or manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit or 30-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.