				VHDA TRAC	KING N	JMBER	2020-C-84
A. GEI	NERAL INFORMATION ABO	OUT PROPOSED DEVELOPM	IENT		Арр	olication Date:	3/12/2020
1	Davidonment Name	Lambort Landing					
1.	Development Name:	Lambert Landing					
2.	Address (line 1):	11501 Jefferson Davis Hig	ghway				
	Address (line 2):						
	City:	Chester		State: VA	4	Zip: <u>238</u> 3	31
3.	•	ot available, provide longiti					that
	your surveyor deems ap			_	ititude:	-77.41768	ilahla \
		, ,	essary if street addres			ons are not ava	liable.)
4.		s office in which the deed to	the development is	or will be red	corded:		
	City/County of	Chesterfield County					
5.	•	r more jurisdictional bound					
	If true, what other City,	County is the site located ir	n besides response to	0 #4?			
6.	Development is located	l in the census tract of:	1004.09	)			
7.	Development is located	l in a <b>Qualified Census Trac</b> t	t	. FALSE			
8.	Development is located	l in a <b>Difficult Development</b>	Area	FALSE			
9.	Development is located	l in a <b>Revitalization Area ba</b>	sed on QCT		FALSE		
10.	Development is located	l in a <b>Revitalization Area de</b>	signated by resolution	on		TRUE	
11.	Development is located	l in an <b>Opportunity Zone</b> (w	rith a binding commit	tment for fun	ding)		FALSE
	(If 9, 10 or 11 are True.	<b>Action</b> : Provide required for	orm in <b>TAB K1</b> )				
40	•	·	·		20/	100/	100/
12.	Development is located	l in a census tract with a pov	verty rate of		3% FALSE	10% TRUE	12% FALSE
	Enter only November Value	a balann		<u>                                     </u>	ALJE	TROL	TALSE
13.	Enter only Numeric Value Congressional District:	4	Clials on the fall assistant	lial for mariatory	!	and to to a the	
10.	Planning District:	15	Click on the following districts related to thi	=		rmining the	
	State Senate District:	11	Link to VHDA's HOMI	E - Select Virgin	ia LIHTC R	eference Map	
	State House District:	62					
14.	ACTION: Provide Locat	ion Map ( <b>TAB K2</b> )					
15.	Development Description	on: In the space provided b	elow, give a brief des	scription of th	ne propo	sed developme	ent
	The development team is	developing Lambert Landing,	a multifamily commun	nity in Chesterf	ield Cour	nty, Virginia. The	e development
		reloped and placed in service h	· · · · · · · · · · · · · · · · · · ·	-			
	considered a leader in the	e affordable housing industry.					

	VHDA TRACKING NUMBER	2020-C-84
A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT	Application Date:	3/12/2020

# 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:	Dr. Joseph P. Casey			
	Chief Executive Officer's Title:	County Administrator	Phone:	(804) 748-1211	
	Street Address:	P.O. Box 40			
	City:	Chesterfield State:	VA	Zip: <mark>23832</mark>	
		_			
	Name and title of local official you l	nave discussed this project with who could	answer question	S	
	for the local CEO:	Daniel Cohen, Director of Community Enh	ancement		
b.	If the development overlaps another	er jurisdiction, please fill in the following:			
	Chief Executive Officer's Name:				
	Chief Executive Officer's Title:		Phone:		
	Street Address:				
	City:	State:		Zip:	
			<del>-</del>		
	Name and title of local official you l	nave discussed this project with who could	answer question	S	
	for the local CEO:				

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

# 2020 Federal Low Income Housing Tax Credit Program

# **Application For Reservation**

## **Deadline for Submission**

9% Competitive Credits
Applications Must Be Received At VHDA No Later Than 12:00 PM
Richmond, VA Time On March 12, 2020

## 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 2020 LIHTC APPLICATION FOR RESERVATION

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

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

## **Applications For 9% Competitive Credits**

Applicants should submit an electronic copy of the application package prior to the application deadline, which is 12:00 PM Richmond Virginia time on March 12, 2020. 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 only accepts files via our work center sites on Procorem. Contact TaxCreditApps@vhda.com for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the 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
Sheila Stone	sheila.stone@vhda.com	(804) 343-5582
Stephanie Flanders	stephanie.flanders@vhda.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@vhda.com	(804) 343-5514
Pamela Freeth	pamela.freeth@vhda.com	(804) 343-5563
Aniyah Moaney	Aniyah.moaney@vhda.com	(804) 343-5518

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

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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.	Rehabilitation Information	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
		Building Amenities above Minimum Design
11.	<u>Enhancements</u>	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
		Development Budget: Owner's Costs, Developer Fee,
17.	<u>Owner's Costs</u>	Cost Limits
18.	<u>Eliqible Basis</u>	Eligible Basis Calculation
		Construction, Permanent, Grants and Subsidized
19.	Sources of Funds	Funding Sources
20.	<u>Equity</u>	Equity and Syndication Information
	<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>Architect's Statement</u>	Architect's agreement with proposed deal
26.	<u>Scoresheet</u>	Self Scoresheet Calculation
27.	<u>Development Summary</u>	Summary of Key Application Points
28.	Efficient Use of Resources	Calculation of Score
29.	<u>Efficient Use of Resources - TE Bonds</u>	Calculation of Score

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.

X	\$1,000 Ap	oplication Fee (MANDATORY)
х	Electronic	Copy of the Microsoft Excel Based Application (MANDATORY)
x	Scanned (	Copy of the <u>Signed</u> Tax Credit Application with Attachments (excluding market study and plans & specifications) (MANDATORY)
x	Electronic	Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application)
x	Electronic	Copy of the Plans and Unit by Unit writeup (MANDATORY)
х	Electronic	Copy of the Specifications (MANDATORY)
	Electronic	Copy of the Existing Condition questionnaire (MANDATORY if Rehab)
	Electronic	Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request)
	Electronic	Copy of Appraisal (MANDATORY if acquisition credits requested)
	Electronic	Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested)
X	Tab A:	Partnership or Operating Agreement, including chart of ownership structure with percentage
	-	of interests and Developer Fee Agreement (MANDATORY)
X	Tab B:	Virginia State Corporation Commission Certification (MANDATORY)
X	Tab C:	Principal's Previous Participation Certification (MANDATORY)
X	Tab D:	List of LIHTC Developments (Schedule A) (MANDATORY)
X	Tab E:	Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY)
X	Tab F:	RESNET Rater Certification (MANDATORY)
X	Tab G:	Zoning Certification Letter (MANDATORY)
X	Tab H:	Attorney's Opinion (MANDATORY)
X	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
	Ī	-Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable)
	Tab J:	Relocation Plan and Unit Delivery Schedule (MANDATORY)
	Tab K:	Documentation of Development Location:
Х	K.1	Revitalization Area Certification
Х	K.2	Location Map
Х	K.3	Surveyor's Certification of Proximity To Public Transportation
Х	Tab L:	PHA / Section 8 Notification Letter
Х	Tab M:	Locality CEO Response Letter
	Tab N:	Homeownership Plan
_	Tab O:	Plan of Development Certification Letter
X	Tab P:	Developer Experience documentation and Partnership agreements
X	Tab Q:	Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
X	Tab R:	Documentation of Operating Budget and Utility Allowances
	Tab S:	Supportive Housing Certification
X	Tab T:	Funding Documentation  Description to Request Expension to Restriction Rooks With Little/No Increase in Bent Burdened Population
v	Tab U:	Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population
X	Tab V:	Nonprofit or LHA Purchase Option or Right of First Refusal
X	Tab W:	Internet Safety Plan and Resident Information Form (if internet amenities selected)  Marketing Plan for units meeting accessibility requirements of HUD section 504
^	Tab X: Tab Y:	Inducement Resolution for Tax Exempt Bonds
	1401.	muddernent resolution for rax exempt bonds

# 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

1.

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.

Owner Information:	Must be an individual or legally formed entity.
Owner Name: Lambe	ert Landing Limited Partnership
Developer Name:	Woda Cooper Development, Inc.
Contact: M/M ▶ <mark>Mr.</mark>	First: Gregory MI: Last: Mustric
Address: 500 So	outh Front Street, 10th Floor
City: Colum	bus St. ► OH Zip: 43215
Phone: (614) 39	5-3200 Ext. Fax:
Email address: gm	ustric@wodagroup.com
Federal I.D. No. TBC	(If not available, obtain prior to Carryover Allocation.)
Select type of entity:	► Limited Partnership Formation State: ► VA
Additional Contact: Ple	ase Provide Name, Email and Phone number.
N/A	

- **ACTION:** a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) (Mandatory TAB A)
  - b. Provide Certification from Virginia State Corporation Commission (Mandatory TAB B)
- 2. <u>Principal(s) of the General Partner</u>: List names of individuals and ownership interest.

Names **	<u>Phone</u>	Type Ownership	% Ownersh	<u>ip</u>
Lambert Landing GP, LLC	(614) 396-3200	Managing Member	0.000%	needs
Woda Cooper General Partner, LLC	(614) 396-3200	Managing Member	0.000%	needs
Woda Cooper Communities, LLC	(614) 396-3200	Managing Member	0.000%	needs
Jeffrey J. Woda (Managing Member)	(614) 396-3200	Managing Member	46.000%	
David Cooper, Jr. (Managing Member)	(614) 396-3200	Managing Member	44.000%	
Bay Aging Brennan Pointe GP, LLC	(804) 758-2386	Nonprofit Member	10.000%	
Bay Aging (non-profit)/Kathy Vesley (President & CEO	(804) 758-2386	Nonprofit Member	0.000%	needs

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

<sup>\*\*</sup> 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):

Select Type: ▶ Purchase Contract

**Expiration Date:** 11/30/2020

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.

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

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

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

# 2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

- a. FALSE ...... Owner already controls site by either deed or long-term lease.
- b. TRUE ...... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than ....... 11/30/2020 .
- 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: Rolling Ridge LLC

Address: 544 Newtown Road, Suite 128

City: Virginia Beach St.: VA Zip: 23462

Contact Person: David S. Rudiger Phone: (757) 943-0078

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

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

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

<u>Names</u>	<u>Phone</u>	Type Ownership	% Ownership
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

# **E. DEVELOPMENT TEAM INFORMATION**

Со	Complete the following as applicable to your development team. Provide Contact and Firm Name.			
1.	Tax Attorney:	Efrem Levy	This is a Related Entity. FALSE	
	Firm Name:	Reno & Cavanaugh PLLC		
	Address:	455 Massachuesetts Ave., NW, Suite 400, W	ashington, DC 20001	
	Email:	elevy@renocavanaugh.com	Phone: (202) 349-2476	
2.	Tax Accountant:	Bryan Stickler	This is a Related Entity. FALSE	
	Firm Name:	Stemen, Mertens, Stickler CPA's		
	Address:	380 S. 5th Street, Columbus, Ohio 43215		
	Email:	bstickler@lcscpa.com	Phone: (614) 224-0955	
3.	Consultant:	Ryne Johnson	This is a Related Entity. FALSE	
•	Firm Name:	Astoria, LLC	Role: Consultant	
	Address:	3450 Lady Marian Ct., Midlothian, VA 23113		
	Email:	RyneJohnson@AstoriaLLC.com	Phone: (804) 320-0585	
	2	nymesemiseng/isterial_sistem	(60.7.020.000)	
4.	Management Entity:	David Cooper, Jr.	This is a Related Entity. TRUE	
	Firm Name:	Woda Management & Real Estate, LLC		
	Address:	500 South Front Street, 10th Floor, Columbu	is, OH 43215	
	Email:	dcooper@wodagroup.com	Phone: (614) 396-3200	
5.	Contractor:	David Cooper, Jr.	This is a Related Entity. TRUE	
	Firm Name:	Woda Construction, Inc.		
	Address:	500 South Front Street, 10th Floor, Columbu	is, OH 43215	
	Email:	dcooper@wodagroup.com	Phone: (614) 396-3200	
_	A cold to a	De de E Marthada	This is a Balanad Fally	
6.	Architect:	Douglas E. Weatherby	This is a Related Entity. FALSE	
	Firm Name:	D.E. Weatherby and Associates, Inc.		
	Address:	4716 Knotty Knolls Dr., Gahanna, OH 43230	Discos (C4.4) 474 0460	
	Email:	dewapc@insight.rr.com	Phone: (614) 471-8168	
7.	Real Estate Attorney:	Efrem Levy	This is a Related Entity. FALSE	
	Firm Name:	Reno & Cavanaugh PLLC		
	Address:	455 Massachuesetts Ave., NW, Suite 400, W	ashington, DC 20001	
	Email:	elevy@renocavanaugh.com	Phone: (202) 349-2476	
8.	Mortgage Banker:	Brian Dunlap	This is a Related Entity. FALSE	
	Firm Name:	RiverHills Bank	· ——	
	Address:	553 Chamber Drive, Milford, Ohio 45150	•	
	Email:	bdunlap@rhb24.com	Phone: (513) 201-2226	
9.	Other:		This is a Related Entity. FALSE	
	Firm Name:		Role:	
	Address:			
	Email:		Phone:	

# F. REHAB INFORMATION

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	1.	Acquisition Credit Information	
b. This development has received a previous allocation of credits	a.	Credits are being requested for existing buildings being acquired for development FALSI	Ε
c. The development is listed on the RD 515 Rehabilitation Priority List?		If no credits are being requested for existing buildings acquired for the development, skip this tab.	
c. The development is listed on the RD 515 Rehabilitation Priority List?	l-	This development has received a require allocation of another	
c. The development is listed on the RD 515 Rehabilitation Priority List?	D.		
d. This development is an existing RD or HUD S8/236 development		ii so, iii what year did this development receive credits?	
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	c.	The development is listed on the RD 515 Rehabilitation Priority List? FALSI	Ε
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	d.	· · · · · · · · · · · · · · · · · · ·	Ē
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		Action: (If True, provide required form in TAB Q)	
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		Note: If there is an identity of interest between the applicant and the seller in this proposal, and the	
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		applicant is seeking points in this category, then the applicant must either waive their rights to the	
i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition			DA
other fees associated with acquisition		prior to application submission to receive these points.	
other fees associated with acquisition			
ii. Applicant has obtained a waiver of this requirement from VHDA prior to the application submission deadline			
prior to the application submission deadline			
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		··	
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		prior to the application submission deadline	
\$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement	2.	Ten-Year Rule For Acquisition Credits	
b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i), FALSE  i Subsection (I)	a.	All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/	
i Subsection (I)		\$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement FALSI	Ē
i Subsection (I)	b.	. All buildings qualify for an exception to the 10-year rule under	
ii. Subsection (II)			
ii. Subsection (II)		i Subsection (I) FALSE	
iii. Subsection (III)			
iv. Subsection (IV)			
v. Subsection (V)		III. Subsection (III) 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)		iv. Subsection (IV) <u>FALSE</u>	
to IRC Section 42(d)(6) FALSE  d. There are different circumstances for different buildings FALSE		v. Subsection (V) FALSE	
d. There are different circumstances for different buildings 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	
	Ч	There are different circumstances for different huildings	
rivion in trac, provide an explanation for each ballania in table,	u.	Action: (If True, provide an explanation for each building in Tab K)	

# F. REHAB INFORMATION

3.	Rehabilitation Credit Information
a.	Credits are being requested for rehabilitation expenditures FALSE  If no credits are being requested for rehabilitation expenditures, go on to Part 4
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)
	ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)
	iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II)  exception
	iv. There are different circumstances for different buildings
4.	Request For Exception
a. b.	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
	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
	ii. Proposed development is designed to serve as a replacement for housing being demolished through redevelopment
	iii. Proposed development is housing that is an integral part of a neighborhood revitalization project sponsored by a local housing authority
	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 au FALSE b. Be sul

a. Be authorized to do business in Virginia.

FALSE

b. Be substantially based or active in the community of the development.

c. Materially participate in the development and operation of the development throughout the compliance period (i.e., regular, continuous and substantial involvement) in the operation of the

development throughout the Compliance Period.

FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.

FALSE e. Not be affiliated with or controlled by a for-profit organization.

FALSE FALSE

f. Not have been formed for the principal purpose of competition in the Non Profit Pool.

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)

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

B. Type of involvement:

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: Bay Aging (Please fit NP name within available space)

Contact Person: Kathy Vesley

Street Address: 5306 Old Virginia Street, P.O. Box 610

City: Urbanna State: ► VA Zip: 23175-9903

Phone: (804) 758-2386 Extension: Contact Email: kvesley@bayaging.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: Bay Aging

or indicate true if Local Housing Authority
Name of Local Housing Authority

FALSE

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)

**NOTE:** Applicant waives the right to pursue a Qualified Contract.

1. Ge	neral Information					
a.	Total number of all units in development		64	bedrooms	144	
	Total number of rental units in developmer	64	bedrooms	144		
	Number of low-income rental units		64	bedrooms	144	
	Percentage of rental units designated low-i	ncome	100.00%			
b.	Number of new units:	64	bedrooms	144		
	Number of adaptive reuse units:	0	bedrooms	0		
	Number of rehab units:	0	bedrooms	0		
c.	If any, indicate number of planned exempt	units (included in tota	l of all units in o	development)	0	
d.	Total Floor Area For The Entire Developme	nt		79,840.04	(Sq. ft.)	
e.	Unheated Floor Area (i.e. Breezeways, Balc	2,102.81	(Sq. ft.)			
f.	Nonresidential Commercial Floor Area (Not	eligible for funding)		0.00		
g.	Total Usable Residential Heated Area			77,737.23	(Sq. ft.)	
h.	Percentage of Net Rentable Square Feet De	eemed To Be <b>New Ren</b>	tal Space			
i.	Exact area of site in acres	4.260				
j.	Locality has approved a final site plan or plan of development					
k.	Requirement as of 2016: Site must be prop ACTION: Provide required zoning document		•	nt.		
l.	Development is eligible for Historic Rehab of <b>Definition:</b>	credits		<mark>FALSE</mark>	<u> </u>	

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.

# 2. UNIT MIX

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

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

			# of LIHTC
Unit Type	Average Sq F	oot	Units
Supportive Housing	0.00	SF	0
1 Story Eff - Elderly	0.00	SF	0
1 Story 1BR - Elderly	0.00	SF	0
1 Story 2BR - Elderly	0.00	SF	0
Eff - Elderly	0.00	SF	0
1BR Elderly	0.00	SF	0
2BR Elderly	0.00	SF	0
Eff - Garden	0.00	SF	0
1BR Garden	0.00	SF	0
2BR Garden	1137.97	SF	48
3BR Garden	1444.68	SF	16
4BR Garden	0.00	SF	0
2+ Story 2BR Townhouse	0.00	SF	0
2+ Story 3BR Townhouse	0.00	SF	0
2+ Story 4BR Townhouse	0.00	SF	0
be sure to enter the values in	the		64

Total Rental Units
0
0
0
0
0
0
0
0
0
48
16
0
0
0
0
64

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

# 3. Structures

Ju	uctures							
a.	Number of Buildings (containing rental unit	ts) <u>1</u>						
b.	Age of Structure:	<u> </u>						
c.	Number of stories:	4						
	The development is a <u>scattered site</u> development <u>FALSE</u>							
e.	Commercial Area Intended Use:	N/A						
f.	. Development consists primarily of : (Only One Option Below Can Be True)							
	i. Low Rise Building(s) - (1-5 stories with an	ny structural elements made of wood)	TRUE					
	ii. Mid Rise Building(s) - (5-7 stories with <u>no</u> structural elements made of wood) FALSE							
	iii. High Rise Building(s) - (8 or more stories with <u>no</u> structural elements made of wood) FALSE							

g.	Indicate <b>True</b> for all development's structural features that apply:							
	i. Row House/Townhouse	FALSE	v. Detached Single-family		FALSE			
	ii. Garden Apartments	TRUE	vi. Detached Two-family		FALSE			
	iii. Slab on Grade	TRUE	vii. Basement		FALSE			
	iv. Crawl space	FALSE						
h.	Development contains an elevator(s).  If true, # of Elevators.  Elevator Type (if known)	TRUE  1 To be determined						
i.	Roof Type	Combination						
j.	Construction Type	Frame						
k.	Primary Exterior Finish	Combination						
4. Sit	e Amenities (indicate all proposed)							
	a. Business Center	FALSE	f. Limited Access	FALSE				
	b. Covered Parking	FALSE	g. Playground	TRUE				
	c. Exercise Room	TRUE	h. Pool	FALSE				
	d. Gated access to Site	FALSE	i. Rental Office	TRUE				
	e. Laundry facilities	TRUE	j. Sports Activity Ct	FALSE				
			k. Other:	Community F	Room			
l.	Describe Community Facilities:	Community room	with a minimum of 749 square	e feet				
m.	Number of Proposed Parking Spaces	96						
	Parking is shared with another entity	TRUE						
n.	Development located within 1/2 mile of an or 1/4 mile from existing public bus stop		TRUE					
		If <b>True</b> . Provide re	equired documentation (TAB K	3).				

# 5. Plans and Specifications

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

<u>NOTE:</u> 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	4.50%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	4.50%
Project Wide Absorption Period (Months)	8-10.7

## **ENHANCEMENTS**

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

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

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

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

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

# 1.

<b>ACTION:</b> Provide Internet Safety Plan and Resident Information Form (Tab W) if options selected below.									
For any development, upon completion of construction/rehabilitation:									
TRUE	a.	A community/meeting room with a minimum of 749 square feet is provided.							
85.00%	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).							
TRUE	d.	All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.							
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.							
FALSE or	i.	Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.							
TRUE	j.	Full bath fans are equipped with a humidistat.							
TRUE or	k.	Cooking surfaces are equipped with fire prevention features							
FALSE	ı.	Cooking surfaces are equipped with fire suppression features.							

FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.

TRUE n. All Construction types: each unit is equipped with a permanent dehumidification system.

TRUE o. All interior doors within units are solid core.

TRUE p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.

TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.

TRUE 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

### J. ENHANCEMENTS

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

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

FALSE

a. All cooking ranges have front controls.

FALSE

b. Bathrooms have an independent or supplemental heat source.

FALSE

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

### 2. Green Certification

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

The applicant will also obtain one of the following:

TRUE

Earthcraft Gold or higher certification

FALSE

National Green Building Standard (NGBS)

certification of Silver or higher.

FALSE

U.S. Green Building Council LEED certification

FALSE

Enterprise Green Communities (EGC)

Certification

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

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

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

FALSE

Zero Energy Ready Home Requirements

FALSE

**Passive House Standards** 

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

TRUE

a. Architect of record certifies that units will be constructed to meet VHDA's Universal Design standards.

64

b. Number of Rental Units constructed to meet VHDA's Universal Design standards:

100%

% of Total Rental Units

4. FALSE

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

If not, please explain:



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

# I. UTILITIES

1. Utilities Types:

<ul> <li>a. Heating Type</li> </ul>	Electric Forced Air
b. Cooking Type	Electric
c. AC Type	Central Air
d. Hot Water Type	Electric

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

	-		
Water?	FALSE	Heat?	FALSE
Hot Water?	FALSE	AC?	FALSE
Lighting?	FALSE	Sewer?	FALSE
Cooking?	FALSE	Trash Removal?	TRUE

Utilities	Enter Allowances by Bedro					ze
		0-BR	1-BR	2-BR	3-BR	4-BR
Heating		0	0	16	19	0
Air Conditioning		0	0	8	9	0
Cooking		0	0	7	8	0
Lighting		0	0	26	31	0
Hot Water		0	0	15	18	0
Water		0	0	39	49	0
Sewer		0	0	26	30	0
Trash		0	0	0	0	0
Total utility allowance for costs paid by tenant		\$0	\$0	\$138	\$164	\$0

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

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

**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 requirements of section 504 of the Rehabilitation Act.



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

# K. SPECIAL HOUSING NEEDS

2. <b>Sp</b>	ecial Housing Needs/	Leasing Preference:			
	a. If not general pop	oulation, select applic	able special p	opulation:	
	FALSE	Elderly (as defined	by the United	States Fair Housing Act.)	
	FALSE	Persons with Disabi	ilities (must m	neet the requirements of the Fed	eral
		Americans with Dis	abilities Act) -	Accessible Supportive Housing F	Pool only
	FALSE	Supportive Housing	g (as described	d in the Tax Credit Manual)	
	Action	: Provide Permanent	Supportive H	lousing Certification ( <b>Tab S</b> )	
	b. The developmen	t has existing tenants	and a relocat	ion plan has been developed	FALSE
	(If <b>True</b> , VHDA po	licy requires that the	impact of eco	onomic and/or physical displacem	ent on
			Owners agree	to abide by the Authority's Reloc	cation
	Guidelines for LIF	HTC properties.)			
	<b>Action:</b> Provide R	elocation Plan and Ur	nit Delivery So	chedule (Mandatory if tenants a	re displaced - Tab J)
3. <b>Lea</b> s	sing Preferences				
a.	Will leasing prefe	rence be given to app	licants on a p	ublic housing waiting list and/or	Section 8
	waiting list?	select: Yes			
	Organization whi	ch holds waiting list:		Richmond Redevelopment & Ho	ousing Authority
	Contact person:	Damon E. Duncan			
	Title:	Chief Executive Offi	icer		
	Phone Number	(804) 780-4200			
	Action: Pr	ovide required notific	ation docume	entation <b>(TAB L)</b>	
b.	Leasing preferen	ce will be given to ind	ividuals and fa	amilies with children	TRUE
	(Less than or equ	al to 20% of the units	must have of	1 or less bedrooms).	
c.	Specify the numb	er of low-income unit	ts that will se	rve individuals and families with c	children by
	providing three o	r more bedrooms:		16	
	% of total Low Inc	come Units	25%	_	
	NOTE: Davidone	sont must utilizo a VII	DA Comifical	Management Agent Droof of mo	nnagamant.
	· ·			Management Agent. Proof of ma	magement
	certification mus	t be provided before 8	sougs are issu	lea.	

### K. SPECIAL HOUSING NEEDS

_			
4	Renta	l Assistance	١

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

TRUE Section 8 Project Based Assistance

FALSE RD 515 Rental Assistance

FALSE Section 8 Vouchers

FALSE State Assistance

FALSE Other:

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

FALSE

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

d. Number of units receiving assistance:

How many years in rental assistance contract?

Expiration date of contract:

7 15.00 6/15/2035 TRUE

### 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 Lev	Income Levels					
# of Units	% of Units		74.4			
0	0.00%	20% Area Median	0%			
7	10.94%	30% Area Median	210%			
7	10.94%	40% Area Median	280%			
18	28.13%	50% Area Median	900%			
6	9.38%	60% Area Median	360%			
0	0.00%	70% Area Median	0%			
26	40.63%	80% Area Median	2080%			
0	0.00%	Market Units				
64	100.00%	Total	59.84%			

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
7	10.94%	30% Area Median	210%
7	10.94%	40% Area Median	280%
18	28.13%	50% Area Median	900%
6	9.38%	60% Area Median	360%
0	0.00%	70% Area Median	0%
26	40.63%	80% Area Median	2080%
0	0.00%	Market Units	101
64	100.00%	Total	59.84%

	20-30% Levels	FALSE	40% Levels	FALSE	50% levels	FALSE	
		150 LTD 570 L					ince;
	If true, should the points based	on the units assign	ed to the levels above	be waived an	d therefore not red	uired for compli	ance?
b.	The development plans to utilize	e average income	TRUE				

### 2. Unit Detail

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

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



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

			/				
	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1							\$0
Mix 2	2 BR - 1.5 Bath	30% AMI	5		854.65	\$440.00	\$2,200
Mix 3	2 BR - 1.5 Bath	40% AMI	5	4	854.65	\$599.00	\$2,995
Mix 4	2 BR - 1.5 Bath	50% AMI	14		854.65	\$825.00	\$11,550
Mix 5	2 BR - 1.5 Bath	60% AMI	5		854.65	\$1,000.00	\$5,000
Mix 6	2 BR - 1.5 Bath	80% AMI	19		854.65	\$1,200.00	\$22,800
Mix 7							\$0
Mix 8	3 BR - 2 Bath	30% AMI	2		1091.37	\$505.00	\$1,010
Mix 9	3 BR - 2 Bath	40% AMI	2	2	1091.37	\$659.00	\$1,318
Mix 10	3 BR - 2 Bath	50% AMI	4	1	1091.37	\$935.00	\$3,740
Mix 11	3 BR - 2 Bath	60% AMI	1		1091.37	\$1,150.00	\$1,150
Mix 12	3 BR - 2 Bath	80% AMI	7		1091.37	\$1,375.00	\$9,625
Mix 13							\$0
Mix 14			( )				\$0
Mix 15							\$0
Mix 16							\$0

# L. UNIT DETAILS

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
				\$0
Mix 31				
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
1411A U-F				70

# L. UNIT DETAILS

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
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	 64	7	\$61,388

Total	64	Net Rentable SF:	TC Units	58,485.12
Units			MKT Units	0.00
		•	Total NR SF:	58,485.12

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

# M. OPERATING EXPENSES

Adn	ninistrative:			Use Whol	e Numbers Only!
1.	Advertising/Marketing				\$1,920
2.	Office Salaries				\$0
3.	Office Supplies				\$16,000
4.	Office/Model Apartment	(typ	9	)	\$0
5.	Management Fee				\$43,041
	6.00% of EGI	\$672.52	Per Unit		
6.	Manager Salaries				\$40,320
7.	Staff Unit (s)	(typ	2	)	\$0
8.	Legal				\$6,840
9.	Auditing				\$5,000
10.	Bookkeeping/Accounting	Fees			\$0
11.	Telephone & Answering S	Service			\$6,400
12.	Tax Credit Monitoring Fe	e			\$2,240
13.	Miscellaneous Administra				\$5,000
	Total Adminis	strative		_	\$126,761
Utili					
14.	Fuel Oil				\$0
15.	Electricity				\$20,000
16.	Water				\$3,900
17.	Gas				\$0
18.	Sewer				\$4,900
	Total Utility			=	\$28,800
-	rating:				
	Janitor/Cleaning Payroll				\$0
	Janitor/Cleaning Supplies				\$2,500
	Janitor/Cleaning Contract	t			\$4,300
	Exterminating				\$2,500
_	Trash Removal				\$8,000
	Security Payroll/Contract	•			\$0
	Grounds Payroll				\$0
	Grounds Supplies				\$2,675
	Grounds Contract				\$3,525
	Maintenance/Repairs Pay	yroll			\$40,320
	Repairs/Material				\$12,000
	Repairs Contract				\$6,225
	Elevator Maintenance/Co				\$5,000
	Heating/Cooling Repairs			_	\$4,800
	Pool Maintenance/Contra	act/Staff		_	\$0
	Snow Removal			_	\$1,200
	Decorating/Payroll/Contr	ract			\$0
	Decorating Supplies			_	\$1,675
37.	Miscellaneous			_	\$0
	Totals Operat	ing & Maintenand	e	=	\$94,720

# M. OPERATING EXPENSES

Taxes & Insurance	
38. Real Estate Taxes	\$54,400
39. Payroll Taxes	\$7,960
40. Miscellaneous Taxes/Licenses/Permits	\$1,536
41. Property & Liability Insurance	\$24,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$250
44. Health Insurance & Employee Benefits	\$750
45. Other Insurance	\$0
Total Taxes & Insurance	\$88,896
Total Operating Expense	\$339,177
Total Operating \$5,300 C. Total Operating 47.28% Expenses Per Unit Expenses as % of EGI	
Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$19,200
Total Expenses	\$358,377

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

# N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	Complete	David Cooper, Jr.
b. Site Acquisition	11/30/2020	David Cooper, Jr.
c. Zoning Approval	In Place	David Cooper, Jr.
d. Site Plan Approval	1/15/2021	David Cooper, Jr.
2. Financing		
a. Construction Loan		
i. Loan Application	3/10/2020	David Cooper, Jr.
ii. Conditional Commitment	3/10/2020	David Cooper, Jr.
iii. Firm Commitment	11/1/2020	David Cooper, Jr.
b. Permanent Loan - First Lien	11, 1, 2020	David Cooperiyan
i. Loan Application	3/10/2020	David Cooper, Jr.
ii. Conditional Commitment	3/10/2020	David Cooper, Jr.
iii. Firm Commitment	11/1/2020	David Cooper, Jr.
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List	3/10/2020	David Cooper, Jr.
ii. Application	3/10/2020	David Cooper, Jr.
iii. Award/Commitment	3/10/2020	David Cooper, Jr.
2. Formation of Owner	2/11/2016	David Cooper, Jr.
3. IRS Approval of Nonprofit Status	1/11/1980	Kathy E. Vesley
4. Closing and Transfer of Property to Owner	3/15/2021	David Cooper, Jr.
5. Plans and Specifications, Working Drawings	1/15/2021	David Cooper, Jr.
6. Building Permit Issued by Local Government	3/10/2021	David Cooper, Jr.
7. Start Construction	3/15/2021	David Cooper, Jr.
8. Begin Lease-up	1/15/2022	David Cooper, Jr.
9. Complete Construction	3/15/2022	David Cooper, Jr.
10. Complete Lease-Up	6/15/2022	David Cooper, Jr.
11. Credit Placed in Service Date	12/31/2022	David Cooper, Jr.

# 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			Amount of Cost up to 100% Includable in			
Item	Must Use Whole Numbers Only!		Eligible BasisUse Applicable Column(s):			
New Construction   Value Credit				"30% Present Value Credit"		(D)
1.   Contractor Cost   a.   Unit Structures (New)   D.   Cost	Item		(A) Cost	(B) Acquisition	(C) Rehab/	"70 % Present
a. Unit Structures (New)         7,384,920         0         0         7,384,920           b. Unit Structures (Rehab)         0         0         0         0         0           c. Non Residential Structures         0         0         0         0         0           d. Commercial Space Costs         0         0         0         0         0           e. Structured Parking Garage         0         0         0         0         0         7,384,920           f. Earthwork         645,000         0         0         0         645,000         0         0         645,000           g. Site Utilities         275,000         0         0         0         275,000           h. Roads & Walks         341,000         0         0         0         341,000           i. Site Improvements         75,000         0         0         75,000         0         0         75,000           j. Lawns & Planting         59,000         0         0         0         75,000         0         0         75,000           j. Lawns & Planting         59,000         0         0         0         0         0         0         0         0         0         0					New Construction	Value Credit"
Description	1. Con	tractor Cost				
c.         Non Residential Structures         0         7,384,920         0         0         0         7,384,920         0         0         0         645,000         0         0         645,000         0         0         645,000         0         0         645,000         0         0         645,000         0         0         645,000         0         0         645,000         0         0         645,000         0         0         645,000         0         0         0         645,000         0         0         0         275,000         0         0         0         275,000         0         0         0         341,000         0         0         0         341,000         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         <	a.	Unit Structures (New)	7,384,920	0	0	7,384,920
d. Commercial Space Costs         0         0         0         0           e. Structured Parking Garage         0         0         0         0         0           Total Structure         7,384,920         0         0         7,384,920         0         0         7,384,920         0         0         645,000         0         0         645,000         0         0         645,000         0         0         0         645,000         0         0         0         645,000         0         0         0         645,000         0         0         0         275,000         0         0         0         275,000         0         0         0         341,000         0         0         0         341,000         0         0         341,000         0         0         0         341,000         0         0         0         75,000         0         0         0         75,000         0	b.	Unit Structures (Rehab)	0	0	0	0
e. Structured Parking Garage Total Structure T	c.	Non Residential Structures	0	0	0	0
Total Structure         7,384,920         0         0         7,384,920           f. Earthwork         645,000         0         0         645,000           g. Site Utilities         275,000         0         0         275,000           h. Roads & Walks         341,000         0         0         341,000           i. Site Improvements         75,000         0         0         75,000           j. Lawns & Planting         59,000         0         0         59,000           k. Engineering         0         0         0         0         0           l. Off-Site Improvements         360,000         0         0         0         0           m. Site Environmental Mitigation         0         0         0         0         0           n. Demolition         0         0         0         0         0         0           o. Site Work         0         0         0         0         0         0         0           p. Other Site work         0         0         0         0         0         0         1,395,000         0         1,395,000         0         1,395,000         0         1,395,000         0         0         1,3	d.	Commercial Space Costs	0	0	0	0
f.         Earthwork         645,000         0         645,000           g.         Site Utilities         275,000         0         0         275,000           h.         Roads & Walks         341,000         0         0         341,000           i.         Site Improvements         75,000         0         0         75,000           j.         Lawns & Planting         59,000         0         0         59,000           k.         Engineering         0         0         0         0         0           l.         Off-Site Improvements         360,000         0         0         0         0           m.         Site Environmental Mitigation         0         0         0         0         0         0           n.         Demolition         0         <	e.	Structured Parking Garage	0	0	0	0
g. Site Utilities		Total Structure	7,384,920	0	0	7,384,920
h. Roads & Walks i. Site Improvements 75,000 j. Lawns & Planting K. Engineering C. Off-Site Improvements D. Off-Site Work D. Other Site work D. Other Site work Total Land Improvements Total Structure and Land D. Off-Site Work D. Other Site work D. Other Si	f.	Earthwork	645,000	0	0	645,000
i. Site Improvements         75,000         0         75,000           j. Lawns & Planting         59,000         0         0         59,000           k. Engineering         0         0         0         0         0           l. Off-Site Improvements         360,000         0         0         0         0           m. Site Environmental Mitigation         0         0         0         0         0         0           n. Demolition         0	g.	Site Utilities	275,000	0	0	275,000
j. Lawns & Planting         59,000         0         0         59,000           k. Engineering         0         0         0         0           l. Off-Site Improvements         360,000         0         0         0           m. Site Environmental Mitigation         0         0         0         0         0           n. Demolition         0         0         0         0         0         0         0           o. Site Work         0 <td< td=""><td>h.</td><td>Roads &amp; Walks</td><td>341,000</td><td>0</td><td>0</td><td>341,000</td></td<>	h.	Roads & Walks	341,000	0	0	341,000
k. Engineering       0       0       0       0       0         l. Off-Site Improvements       360,000       0       0       0       0         m. Site Environmental Mitigation       0       0       0       0       0       0         n. Demolition       0 </td <td>i.</td> <td>Site Improvements</td> <td>75,000</td> <td>0</td> <td>0</td> <td>75,000</td>	i.	Site Improvements	75,000	0	0	75,000
I. Off-Site Improvements   360,000   0   0   0   0   0   0   0   0	j.	Lawns & Planting	59,000	0	0	59,000
m. Site Environmental Mitigation         0         0         0         0           n. Demolition         0         0         0         0         0           o. Site Work         0         0         0         0         0         0           p. Other Site work         0         8,779,920         0         0         8,779,920         0         0         526,795         0         0         526,795         0         0         526,795         0         0         175,597         0         0         175,597         0         0         175,597         0         0         0         175,597         0	k.	Engineering	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         1,755,000         0         0         1,395,000           Total Structure and Land         9,139,920         0         0         8,779,920           q. General Requirements         548,395         0         0         526,795           r. Builder's Overhead         182,797         0         0         175,597           ( 2.0% Contract)         548,395         0         0         526,795           r. Builder's Profit         548,395         0         0         526,795           ( 6.0% Contract)         548,395         0         0         0         0           t. Bonds         0         0         0         0         0           u. Building Permits         0         0         0         0         0           v. Special Construction         0         0         0         0         0           w. Special Equipment         0         0         0         0         0           v. Ot	I.	Off-Site Improvements	360,000	0	0	0
o. Site Work       0       0       0       0         p. Other Site work       0       0       0       0         Total Land Improvements         Total Structure and Land       9,139,920       0       0       8,779,920         q. General Requirements       548,395       0       0       526,795         r. Builder's Overhead       182,797       0       0       175,597         ( 2.0% Contract)       548,395       0       0       526,795         s. Builder's Profit       548,395       0       0       526,795         ( 6.0% Contract)       548,395       0       0       0       0         t. Bonds       0       0       0       0       0         u. Building Permits       0       0       0       0       0         v. Special Construction       0       0       0       0       0         w. Special Equipment       0       0       0       0       0         x. Other 1:       0       0       0       0       0         y. Other 2:       0       0       0       0       0         z. Other 3:       0       0       0	m.	Site Environmental Mitigation	0	0	0	0
p. Other Site work         0         0         0           Total Land Improvements         1,755,000         0         0         1,395,000           Total Structure and Land         9,139,920         0         0         8,779,920           q. General Requirements         548,395         0         0         526,795           r. Builder's Overhead         182,797         0         0         175,597           s. Builder's Profit         548,395         0         0         0         526,795           ( 6.0% Contract)         548,395         0         0         0         0         0           t. Bonds         0         0         0         0         0         0           u. Building Permits         0         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         0           y. Other 2:         0         0         0         0         0           z. Other 3:         0         0         0         0         0	n.	Demolition	0	0	0	0
Total Land Improvements         1,755,000         0         1,395,000           Total Structure and Land         9,139,920         0         0         8,779,920           q. General Requirements         548,395         0         0         526,795           r. Builder's Overhead         182,797         0         0         175,597           ( 2.0% Contract)         548,395         0         0         0         526,795           s. Builder's Profit         548,395         0         0         0         526,795           t. Bonds         0         0         0         0         0           u. Building Permits         0         0         0         0         0           v. Special Construction         0         0         0         0         0         0           w. Special Equipment         0         0         0         0         0         0         0           v. Other 1:         0 <td< td=""><td>0.</td><td>Site Work</td><td>0</td><td>0</td><td>0</td><td>0</td></td<>	0.	Site Work	0	0	0	0
Total Structure and Land         9,139,920         0         0         8,779,920           q. General Requirements         548,395         0         0         526,795           r. Builder's Overhead         182,797         0         0         175,597           ( 2.0% Contract)         548,395         0         0         526,795           s. Builder's Profit         548,395         0         0         526,795           ( 6.0% Contract)         0         0         0         0         0           u. Building Permits         0         0         0         0         0         0           v. Special Construction         0         0         0         0         0         0           w. Special Equipment         0         0         0         0         0         0           x. Other 1:         0         0         0         0         0         0         0           y. Other 2:         0         0         0         0         0         0         0         0           z. Other 3:         0         0         0         0         0         0         0         0         0         0         0         0	p.	Other Site work	0	0	0	0
q. General Requirements       548,395       0       0       526,795         r. Builder's Overhead       182,797       0       0       175,597         ( 2.0% Contract)       548,395       0       0       526,795         s. Builder's Profit       548,395       0       0       526,795         ( 6.0% Contract)       0       0       0       0         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		<b>Total Land Improvements</b>	1,755,000	0	0	1,395,000
r. Builder's Overhead       182,797       0       0       175,597         ( 2.0% Contract)       548,395       0       0       526,795         ( 6.0% Contract)       0       0       0       0       0         t. Bonds       0       0       0       0       0         u. Building Permits       0       0       0       0       0         v. Special Construction       0       0       0       0       0         w. Special Equipment       0       0       0       0       0         x. Other 1:       0       0       0       0       0         y. Other 2:       0       0       0       0       0         z. Other 3:       0       0       0       0       0		Total Structure and Land	9,139,920	0	0	8,779,920
( 2.0% Contract)         s. Builder's Profit       548,395       0       0       526,795         ( 6.0% Contract)       0       0       0       0       0         u. Building Permits       0       0       0       0       0         v. Special Construction       0       0       0       0       0         w. Special Equipment       0       0       0       0       0         x. Other 1:       0       0       0       0       0         y. Other 2:       0       0       0       0       0         z. Other 3:       0       0       0       0       0	q.	General Requirements	548,395	0	0	526,795
s.     Builder's Profit     548,395     0     0     526,795       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	r.	Builder's Overhead	182,797	0	0	175,597
( 6.0% Contract)         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	(	2.0% Contract)				
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	s.	Builder's Profit	548,395	0	0	526,795
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	(	6.0% Contract)				
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	t.	Bonds	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	u.	Building Permits	0	0	0	0
x. Other 1:     0     0     0       y. Other 2:     0     0     0       z. Other 3:     0     0     0	v.	Special Construction	0	0	0	0
y. Other 2:     0       z. Other 3:     0	w.	Special Equipment	0	0	0	0
z. Other 3: 0 0 0 0	x.	Other 1:	0	0	0	0
	y.	Other 2:	0	0	0	0
Contractor Costs         \$10,419,507         \$0         \$10,009,107	z.	Other 3:	0	0	0	0
		Contractor Costs	\$10,419,507	\$0	\$0	\$10,009,107

# O. PROJECT BUDGET - OWNER COSTS

# **MUST USE WHOLE NUMBERS ONLY!**

	INIOST OSE WITOLE NOIMBERS O		Amount of Cost up to 100% Includable in Eligible BasisUse Applicable Column(s):		
			"30% Present	Value Credit"	(D)
	Item	(A) Cost	(B) Acquisition	(C) Rehab/	"70 % Present
			, , ,	New Construction	Value Credit"
2. Owi	ner Costs				
a.	Building Permit	40,000	0	0	40,000
b.	Architecture/Engineering Design Fee	416,780	0	0	416,780
	\$6,512 /Unit)				
c.	Architecture Supervision Fee	20,000	0	0	20,000
	\$313 /Unit)				
d.	Tap Fees	605,184	0	0	605,184
e.	Environmental	30,000	0	0	30,000
f.	Soil Borings	5,000	0	0	5,000
g.	Green Building (Earthcraft, LEED, etc.)	30,000	0	0	30,000
h.	Appraisal	9,000	0	0	9,000
i.	Market Study	6,500	0	0	6,500
j.	Site Engineering / Survey	186,293	0	0	186,293
k.	Construction/Development Mgt	0	0	0	0
I.	Structural/Mechanical Study	0	0	0	0
m.	Construction Loan	137,900	0	0	124,110
	Origination Fee				
n.	Construction Interest	497,237	0	0	447,513
	( <mark>4.0%</mark> _ for <mark>24</mark> _ months)				
0.	Taxes During Construction	5,000	0	0	5,000
p.	Insurance During Construction	80,000	0	0	72,000
q.	Permanent Loan Fee	52,000	0	0	0
	( <mark>1.0%_</mark> )				
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	7,500
u.	Accounting	0	0	0	0
v.	Title and Recording	50,000	0	0	25,000
w.	Legal Fees for Closing	60,000	0	0	60,000
x.	Mortgage Banker	0	0	0	0
у.	Tax Credit Fee	88,150			
z.	Tenant Relocation	0	0	0	0
aa.	Fixtures, Furnitures and Equipment	67,500	0	0	67,500
ab.	Organization Costs	1,000	0	0	0
ac.	Operating Reserve	331,715	0	0	0
ad.	Contingency	52,098	0	0	52,098
ae.	Security	0	0	0	0
af.	Utilities	0	0	0	0

# O. PROJECT BUDGET - OWNER COSTS

(1) Other* specific Lander Legal	40,000	0	0	20,000
(1) Other* specify: Lender Legal		0	0	•
(2) Other* specify: Marketing	2,500	0	0	0
(3) Other* specify:	0	0	0	0
(4) Other* specify:	0	0	0	0
(5) Other * specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	
(9) Other* specify:	0	0	0	0
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A2(10))	\$2,821,357	\$0	\$0	\$2,229,478
Subtotal 1 + 2	\$13,240,864	\$0	\$0	\$12,238,585
(Owner + Contractor Costs)				
3. Developer's Fees	1,593,269	0	0	1,593,269
Action: Provide Developer Fee Agreement (Tab A)				
4. Owner's Acquisition Costs				
Land	1,300,000			
Existing Improvements	0	0		
Subtotal 4:	\$1,300,000	\$0		
Subtotul 4.	71,300,000			
F. Total Davidanment Costs				
5. Total Development Costs	646 424 422	ćo	40	¢42.024.054
Subtotal 1+2+3+4:	\$16,134,133	\$0	\$0	\$13,831,854

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

(Provide documentation at Tab E)

So Building

Maximum Developer Fee: \$1,593,269

Proposed Development's Cost per Sq Foot \$186 Meets Limits
Applicable Cost Limit by Square Foot: \$229

# P. ELIGIBLE BASIS CALCULATION

			Amount of Cost up to 100% Includable in		
			Eligible BasisUse Applicable Column(s):		
	"30 % Present				
					(D)
				New	"70 % Present
	Item (A	A) Cost	(B) Acquisition	Construction	Value Credit"
1.	Total Development Costs	16,134,133	0	0	13,831,854
2.	Reductions in Eligible Basis				
	a. Amount of federal grant(s) used to finance	ce	0	0	0
	qualifying development costs				
	b. Amount of nonqualified, nonrecourse fin	ancing	0	0	0
	c. Costs of nonqualifying units of higher qua (or excess portion thereof)	ality	0	0	0
	d. Historic Tax Credit (residential portion)		0	0	0
3.	Total Eligible Basis (1 - 2 above)		0	0	13,831,854
4.	Adjustment(s) to Eligible Basis (For non-acq	uisition costs in	eligible basis)		
	a. For QCT or DDA (Eligible Basis x 30%)		_	0	0
	State Designated Basis Boosts:	/Elizible Design	200/)	2	4 4 40 556
<ul> <li>b. For Revitalization or Supportive Housing (Eligible Basis x 30%)</li> <li>c. For Green Certification (Eligible Basis x 10%)</li> </ul>			0	4,149,556	
	0. 10. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0			-	
	Total Adjusted Eligible basis		=	0	17,981,410
5.	Applicable Fraction		100.00000%	100.00000%	100.00000%
6.	Total Qualified Basis		0	0	17,981,410
0.	(Eligible Basis x Applicable Fraction)			0	17,301,410
7.	Applicable Percentage		0.00%	9.00%	9.00%
(	Beginning with 2016 Allocations, use the stand	lard 9% rate.)			
(	For tax exempt bonds, use the most recently p	oublished rates.)			
8.	Maximum Allowable Credit under IRC §42		\$0	\$0	\$1,618,327
	(Qualified Basis x Applicable Percentage)				
(Must be same as BIN total and equal to or less \$1,618,327 than credit amount allowed) Combined 30% & 70% P. V. Credit					
			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:

		Date of	Date of	Amount of	
	Source of Funds	Application	Commitment	Funds	Name of Contact Person
1.	RiverHills Bank	03/09/20	03/10/20	\$13,790,000	Brian Dunlap
2.					
3.					
-	Total Construction Funding			¢12.700.000	

**Total Construction Funding:** 

\$13,790,000

**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	<i>(Whole Numbers only)</i> Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	RiverHills Bank	3/9/2020				4.75%		
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:			\$5,200,000	\$305,047				

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

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

## Q. SOURCES OF FUNDS

# 4. Subsidized Funding

		Date of	Amount of
	Source of Funds	Commitment	Funds
1.	Road Proffer Waiver	3/5/2020	\$601,600
2.			
3.			
4.			
5.			
	Total Subsidized Funding		\$601,600

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

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

## **Below-Market Loans**

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$0
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)	\$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:	

<sup>\*</sup>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

	_	x-Exempt Bonds Seeking 4% Credits: 50% Test, and based only on the data entered to this	
	application, the porti	ion of the aggregate basis of buildings and land financed with	
	tax-exempt funds is:	N/A	
Som	e of the development	's financing has credit enhancements	ALSE
	If <b>True</b> , list which fina	ancing and describe the credit enhancement:	
Othe	er Subsidies	Action: Provide documentation (Tab Q)	
Othe a.		Action: Provide documentation (Tab Q)  Real Estate Tax Abatement on the increase in the value of the develo	ppment.
		· · ·	ppment.
a.	TRUE	Real Estate Tax Abatement on the increase in the value of the develo	
	TRUE	Real Estate Tax Abatement on the increase in the value of the development for the g	
a.	TRUE	Real Estate Tax Abatement on the increase in the value of the develo	
a.	TRUE	Real Estate Tax Abatement on the increase in the value of the development for the g	

### 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.	Contribut	ed Land/Building		\$0	
iii.	Deferred Developer Fee		\$102,626	(Note: Deferred Developer Fee cannot be negative.)	
iv.	Other:			\$0	

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

Equity Total \$102,626

# 2. Equity Gap Calculation

a.	Total Development Cost	\$16,134,133
b.	Total of Permanent Funding, Grants and Equity -	\$5,302,626
c.	Equity Gap	\$10,831,507
d.	Developer Equity -	\$1,086

e. Equity gap to be funded with low-income tax credit proceeds

# 3. Syndication Information (If Applicable)

-							
a.	Actual or Anticipated	d Name of Syndicator:	Bank of America Merrill Lynch				
	Contact Person:	Miles Cary III		Phone:	410-547-4063		
	Street Address:	100 South Charles Street, 3rd F	loor				
	City: Baltimore	▶ State:		Zip:	21201		

## b. Syndication Equity

i.	Anticipated Annual Credits	\$1,245,000.00
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
٧.	Net credit amount anticipated by user of credits	\$1,244,876
vi.	Total to be paid by anticipated users of credit (e.g., limited partners)	\$10,830,421

c. Syndication: Private
d. Investors: Corporate

## 4. Net Syndication Amount

\$10,830,421

Which will be used to pay for Total Development Costs

## 5. Net Equity Factor

87.0000333367%

\$10,830,421

Must be equal to or greater than 85%

#### S. DETERMINATION OF RESERVATION AMOUNT NEEDED

The following calculation of the amount of credits needed is substantially the same as the calculation which will be made by 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		\$16,134,133
2.	Less Total of Permanent Funding, Grants and Equity	\$5,302,626	
3.	Equals Equity Gap	\$10,831,507	
4.	Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity in	87.0000333367%	
5.	Equals Ten-Year Credit Amount Needed to Fund Gap	\$12,450,003	
	Divided by ten years		10
6.	Equals Annual Tax Credit Required to Fund the Equity Gap		\$1,245,000
7.	Maximum Allowable Credit Amount (from Eligible Basis Calculation)		\$1,618,327
8.	Requested Credit Amount	For 30% PV Credit:	\$0
	Cradit par II Units \$10.452.1350	For 70% PV Credit:	\$1,245,000
	Credit per LI Units         \$19,453.1250           Credit per LI Bedroom         \$8,645.8333	Combined 30% & 70%	
	70,043.0333	PV Credit Requested	\$1,245,000

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

## T. CASH FLOW

## 1. Revenue

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

Plus Other Income Source (list):	Rental Assistance, Tenant Charges, Laundry	\$2,89
Equals Total Monthly Income:		\$64,27
Twelve Months	x1	
Equals Annual Gross Potential In	come	<u></u> \$771,34
ess Vacancy Allowance	7.0%	\$53,99

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

Plus Other Income Source (list):		
Equals Total Monthly Income:		
Twelve Months		x1
Equals Annual Gross Potential Income		
Less Vacancy Allowance	0.0%	Ç
<b>Equals Annual Effective Gross Incom</b>	e (EGI) - Market Rate Units	4

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

## 3. Cash Flow (First Year)

	<b>, ,</b>	
a.	Annual EGI Low-Income Units	\$717,354
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$717,354
d.	Total Expenses	\$358,377
e.	Net Operating Income	\$358,977
f.	Total Annual Debt Service	\$305,047
g.	Cash Flow Available for Distribution	\$53,930

# 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	717,354	731,701	746,335	761,261	776,487
Less Oper. Expenses	358,377	369,128	380,202	391,608	403,356
Net Income	358,977	362,572	366,133	369,653	373,130
Less Debt Service	305,047	305,047	305,047	305,047	305,047
Cash Flow	53,930	57,525	61,086	64,606	68,083
Debt Coverage Ratio	1.18	1.19	1.20	1.21	1.22

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	792,016	807,857	824,014	840,494	857,304
Less Oper. Expenses	415,457	427,921	440,759	453,981	467,601
Net Income	376,559	379,936	383,255	386,513	389,703
Less Debt Service	305,047	305,047	305,047	305,047	305,047
Cash Flow	71,512	74,889	78,208	81,466	84,656
Debt Coverage Ratio	1 22	1 25	1 26	1 27	1 28

 Debt Coverage Ratio
 1.23
 1.25
 1.26
 1.27
 1.28

		_			
	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	874,450	891,939	909,778	927,973	946,533
Less Oper. Expenses	481,629	496,078	510,960	526,289	542,077
Net Income	392,821	395,862	398,818	401,685	404,456
Less Debt Service	305,047	305,047	305,047	305,047	305,047
Cash Flow	87,774	90,815	93,771	96,638	99,409
Debt Coverage Ratio	1.29	1.30	1.31	1.32	1.33

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

# **Building-by-Building Information**

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:

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

		NU	MBER	DO NOT use the CUT feature	<u>re</u>					30% Pro	esent Value			30% Pre	sent Value					
			OF							Credit fo	r Acquisition		Cr	edit for Rehab	/ New Construc	tion		70% Present	Value Credit	
										Actual or				Actual or				Actual or		
l		TAX	MARKET				<b>.</b> .		Estimate	Anticipated		0 11:	Estimate	Anticipated		0 111	Estimate	Anticipated		
Bldg #	BIN if known	CREDIT UNITS	RATE UNITS	Street Address 1	Street Address 2	City	State	Ζιp	Qualified Basis	In-Service Date	Applicable	Credit Amount	Qualified Basis	In-Service Date	Applicable Percentage	Credit Amount	Qualified Basis	In-Service Date	Applicable	Credit Amount
#	II KIIOWII			11501 Jefferson Davis Highway	Address 2	Chastan	\/A	22024		Date	Percentage			Date	Percentage				Percentage	
1. 2		64	0	11501 Jefferson Davis Highway		Chester	VA	23831	\$0			\$0	\$0			\$0	\$17,981,410	12/31/22	9.00%	\$1,618,327
۷.												\$0				\$0				\$0
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
b. 7												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.					1							\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0
		64		Totals from all buildings					\$0		I	\$0	\$0	]	ı	\$0	\$17,981,410		ſ	\$1,618,327
											•				•		-		-	

**Must Complete** 

#### 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 N	lame of Owner:	Lambert Landing Limited Partnership	
Ву:	S	I Gry	
Its:	Managing Memb	per of the Managing Member of the	
	-	(Title)	

#### V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:

Douglas E. Weatherby

Virginia License#:

2716

Architecture Firm or Company:

D.E. Weatherby & Associates, Inc.

By:

Its: / President

(Title)

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

## W.

# LIHTC SELF SCORE SHEET

# **Self Scoring Process**

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by 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		Score
a. Signed, completed application with attached tabs in PDF format	Υ	Y or N	0
b. Active Excel copy of application	Υ	Y or N	0
c. Partnership agreement	Υ	Y or N	0
d. SCC Certification	Υ	Y or N	0
e. Previous participation form	Υ	Y or N	0
f. Site control document	Υ	Y or N	0
g. RESNET Certification	Υ	Y or N	0
h. Attorney's opinion	Υ	Y or N	0
i. Nonprofit questionnaire (if applicable)	Υ	Y, N, N/A	0
j. Appraisal	Υ	Y or N	0
k. Zoning document	Υ	Y or N	0
I. Universal Design Plans	Υ	Y or N	0
m. List of LIHTC Developments (Schedule A)	Υ	Y or N	0
Total:			0.00
1. READINESS:			
a. VHDA notification letter to CEO (via Locality Notification Information Application)	Υ	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	Υ	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			15.00
2. HOUSING NEEDS CHARACTERISTICS:			
a. Sec 8 or PHA waiting list preference	Υ	0 or up to 5	4.45
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	3.73%	Up to 40	7.46
d. Tax abatement on increase of property's value	Υ	0 or 5	5.00
e. New project based rental subsidy (HUD or RD)	Υ	0 or 10	10.00
f. Census tract with <12% poverty rate	10%	0, 20, 25 or30	25.00
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	0.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	Υ	Up to 20	20.00
Total:			71.91

3. DEVELOPMENT CHARACTERISTICS:				
a. Amenities (See calculations below)				68.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units		Υ	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)		Y10	0, 10 or 20	10.00
f. Development will be Green Certified		Υ	0 or 10	10.00
g. Units constructed to meet VHDA's Universal Design standards		100%	Up to 15	15.00
h. Developments with less than 100 units		Υ	up to 20	14.40
i. Historic Structure		N	0 or 5	0.00
	Total:			177.40
	_			
4. TENANT POPULATION CHARACTERISTICS: Locality AMI State AMI				
\$86,400 \$57,400				
a. Less than or equal to 20% of units having 1 or less bedrooms		Υ	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms</plus>		25.00%	Up to 15	15.00
c. Units with rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)		10.94%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)		21.88%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI		50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI		50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI		50.00%	Up to 50	0.00
	Total:			100.00
5. SPONSOR CHARACTERISTICS:				
a. Developer experience - 3 developments with 3 $\times$ units or 6 developments with 1 $\times$ units		Υ	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:			50.00
6. EFFICIENT USE OF RESOURCES:				
a. Credit per unit			Up to 200	33.52
b. Cost per unit			Up to 100	21.73
	Total:			55.25
7. BONUS POINTS:				
a. Extended compliance	0	Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option		Υ	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		Υ	Up to 45	35.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool		N	0 or 10	0.00
	Total:			95.00
425 Point Threshold - all 9% Tax Credits		TOTAL SCO	DE.	EGA EG
		TOTAL SCO	NL.	564.56
325 Point Threshold - Tax Exempt Bonds				

-			• • •	•
Λ	m	Δn	1111	ies:
$\overline{}$		CII	HU	ıcs.

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	0.00
j. Baths equipped with humidistat	3	3.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
I. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	2.00
s. New Construction: Balcony or patio	4	0.00
	<del>-</del>	68.00
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
	=	0.00

Total amenities: <u>68.00</u>

# **Development Summary**

Summary Information

2020 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Lambert Landing

Cycle Type: 9% Tax Credits Requested Credit Amount: \$1,245,000

Allocation Type: New Construction Jurisdiction: Chesterfield County

Total Units64Population Target: GeneralTotal LI Units64

Total Score 564.56

**Project Gross Sq Ft:** 79,840.04 **Owner Contact:** Gregory Mustric

Green Certified? TRUE

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$5,200,000	\$81,250	\$65	\$305,047

Uses of Funds - Actual Costs					
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC	
Improvements	\$9,139,920	\$142,811	\$114	56.65%	
General Req/Overhead/Profit	\$1,279,587	\$19,994	\$16	7.93%	
Other Contract Costs	\$0	\$0	\$0	0.00%	
Owner Costs	\$2,821,357	\$44,084	\$35	17.49%	
Acquisition	\$1,300,000	\$20,313	\$16	8.06%	
Developer Fee	\$1,593,269	\$24,895	\$20	9.88%	

Total Development Costs		
Total Improvements	\$13,240,864	
Land Acquisition	\$1,300,000	
Developer Fee	\$1,593,269	
<b>Total Development Costs</b>	\$16,134,133	

**Total Uses** \$16,134,133 \$252,096

Income			
Gross Potential Income -	\$771,348		
Gross Potential Income - Mkt Units		\$0	
Subtotal		\$771,348	
Less Vacancy %	7.00%	\$53,994	

Effective Gross Income \$717,354

Rental Assistance? TRUE

Expenses				
Category	Total	Per Unit		
Administrative	\$126,761	\$1,981		
Utilities	\$28,800	\$450		
Operating & Maintenance	\$94,720	\$1,480		
Taxes & Insurance	\$88,896	\$1,389		
Total Operating Expenses	\$339,177	\$5,300		
Replacement Reserves	\$19,200	\$300		
Total Expenses	\$358,377	\$5,600		

Cash Flow	
EGI	\$717,354
Total Expenses	\$358,377
Net Income	\$358,977
Debt Service	\$305,047
Debt Coverage Ratio (YR1):	1.18

Proposed Cost Limit/Sq Ft: \$186
Applicable Cost Limit/Sq Ft: \$229

Unit Breakdown		
Supp Hsg	0	
# of Eff	0	
# of 1BR	0	
# of 2BR	48	
# of 3BR	16	
# of 4+ BR	0	
Total Units	64	

ſ		
	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	7	7
40% AMI	7	7
50% AMI	18	18
60% AMI	6	6
>60% AMI	26	26
Market	0	0

Income Averaging? TRUE

**Extended Use Restriction?** 30

\$/SF =

\$178.77

Credits/SF =

16.01545 Const \$/unit =

\$162,804.7969

TYPE OF PROJECT LOCATION

TYPE OF CONSTRUCTION

**GENERAL = 11000; ELDERLY = 12000** 

Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600

N C=1; ADPT=2;REHAB(35,000+)=3; REHAB\*(15,000-35,000)=4

11000 400

\*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	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0
PROJECT COST PER UNIT	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	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
CREDIT PER UNIT POINTS	0.00	0.00	0.00	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 BF
AVG UNIT SIZE	0.00	0.00	1,137.97	1,444.68	0.00	0.00	0.00	0.0
NUMBER OF UNITS	0	0	48	16	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	265,140	311,540	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	265,140	311,540	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	265,140	311,540	0	0	0	(
PROJECT COST PER UNIT	0	0	203,437	258,268	0	0	0	(
PARAMETER-(CREDITS=>35,000)	0	0	22,335	26,244	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	22,335	26,244	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	22,335	26,244	0	0	0	(
PROJECT CREDIT PER UNIT	0	0	18,225	23,137	0	0	0	(
COST PER UNIT POINTS	0.00	0.00	17.45	4.27	0.00	0.00	0.00	0.0
CREDIT PER UNIT POINTS	0.00	0.00	27.60	5.92	0.00	0.00	0.00	0.0

TOTAL COST PER UNIT POINTS

21.73

**TOTAL CREDIT PER UNIT POINTS** 

33.52

Standard Cost Parameter - low rise
Parameter Adjustment - mid rise
Parameter Adjustment - high rise
Adjusted Cost Parameter

**Supportive Hsg** EFF-E 1 BR-E 2 BR-E EFF-E-1 ST 1 BR-E-1 ST 2 BR-E-1 ST 0

**Credit Parameters - Elderly** 

Standard Credit Parameter - low rise
Parameter Adjustment - mid rise
Parameter Adjustment - high rise
Adjusted Credit Parameter

	Ciedit Faia	illeters - Liderry				
Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0

Standard Parameter - low rise
Parameter Adjustment - mid rise
Parameter Adjustment - high rise
Adjusted Cost Parameter

		Cost Param	neters - General					
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
•	0	0	265,140	311,540	0	0	0	(
	0	0	0	0	0	0	0	(
	0	0	0	0	0	0	0	(
-	0	0	265,140	311,540	0	0	0	(

Standard Credit Parameter - low rise
Parameter Adjustment - mid rise
Parameter Adjustment - high rise
Adjusted Credit Parameter

	Credit Para	meters - General					
EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
0	0	22,335	26,244	0	0	0	(
0	0	0	0	0	0	0	(
0	0	0	0	0	0	0	(
0	0	22,335	26,244	0	0	0	(

**Northern Virginia Beltway** 

(Rehab costs \$15,000-\$50,000)

**Cost Parameters - General** 

Standard Cost Parameter - low rise
Parameter Adjustment - mid rise
Parameter Adjustment - high rise
Adjusted Cost Parameter

	Cost Param	neters - 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
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0

Standard Cost Parameter - low rise
Parameter Adjustment - mid rise
Parameter Adjustment - high rise
Adjusted Cost Parameter

	Credit Para	meters - 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
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0

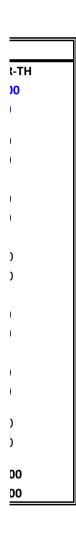
Standard Cost Parameter - low rise
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Parameter Adjustment - high rise
Adjusted Cost Parameter

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
_	0	0	265,140	311,540	0	0	0	(
	0	0	0	0	0	0	0	(
	0	0	0	0	0	0	0	(
	0	0	265,140	311,540	0	0	0	(

Standard Cost Parameter - low rise
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Parameter Adjustment - high rise
Adjusted Cost Parameter

	Credit Para	meters - General					
EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
0	0	22,335	26,244	0	0	0	(
0	0	0	0	0	0	0	(
0	0	0	0	0	0	0	(
0	0	22,335	26,244	0	0	0	(

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Credits/SF =

16.01545 Const \$/unit =

\$162,804.80

TYPE OF PROJECT
LOCATION
TYPE OF CONSTRUCTION

**GENERAL = 11000; ELDERLY = 12000** 

Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600

N C=1; ADPT=2;REHAB(35,000+)=3; REHAB\*(10,000-35,000)=4

11000 400

\*REHABS LOCATED IN BELTWAY (\$10,000-\$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	0.00	0.00	0.00	0.00	0.00		
NUMBER OF UNITS	0	0	0	0	0	0	0		
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	0	0		
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0		
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0		
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0		
COST PARAMETER	0	0	0	0	0	0	0		
PROJECT COST PER UNIT	0	0	0	0	0	0	0		
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0		
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0		
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0		
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0		
CREDIT PARAMETER	0	0	0	0	0	0	0		
PROJECT CREDIT PER UNIT	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		
CREDIT PER UNIT POINTS	0.00	0.00	0.00	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 BF
AVG UNIT SIZE	0.00	0.00	1,137.97	1,444.68	0.00	0.00	0.00	0.0
NUMBER OF UNITS	0	0	48	16	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	265,140	311,540	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
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PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	22,335	26,244	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	22,335	26,244	0	0	0	(
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COST PER UNIT POINTS	0.00	0.00	17.45	4.27	0.00	0.00	0.00	0.0
CREDIT PER UNIT POINTS	0.00	0.00	27.60	5.92	0.00	0.00	0.00	0.0

**TOTAL COST PER UNIT POINTS** 

21.73

**TOTAL CREDIT PER UNIT POINTS** 

33.52

Cost	<b>Parameters</b>	-	Elderly
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Standard Cost Parameter - low rise
Parameter Adjustment - mid rise
Parameter Adjustment - high rise
Adjusted Cost Parameter

Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST	
0	0	0	0	0	0	0	
0	0	0	0	0	0	0	
0	0	0	0	0	0	0	
0	0	0	0	0	0	0	

**Credit Parameters - Elderly** 

Standard Credit Parameter - low rise
Parameter Adjustment - mid rise
Parameter Adjustment - high rise
Adjusted Credit Parameter

	Cicaitiaia	incters - Liderry				
Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0

Standard Parameter - low rise
Parameter Adjustment - mid rise
Parameter Adjustment - high rise
Adjusted Cost Parameter

	Cost Param	neters - General					
EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
 0	0	265,140	311,540	0	0	0	(
0	0	0	0	0	0	0	(
0	0	0	0	0	0	0	(
0	0	265,140	311,540	0	0	0	(

Standard Credit Parameter - low rise
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	Credit Para	meters - General					
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0	0	22,335	26,244	0	0	0	(
0	0	0	0	0	0	0	(
0	0	0	0	0	0	0	(
0	0	22,335	26,244	0	0	0	(

**Northern Virginia Beltway** 

(Rehab costs \$10,000-\$50,000)

**Cost Parameters - General** 

Standard Cost Parameter - low rise
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Adjusted Cost Parameter

	Cost Paran	neters - 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
0	0	0	0	0	0	0
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0	0	0	0	0	0	0
0	0	0	0	0	0	0

Standard Cost Parameter - low rise
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Adjusted Cost Parameter

	Credit Para	meters - 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
0	0	0	0	0	0	0
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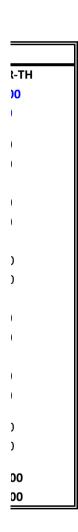
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0	0	265,140	311,540	0	0	0	(
0	0	0	0	0	0	0	(
0	0	0	0	0	0	0	(
0	0	265,140	311,540	0	0	0	(

Standard Cost Parameter - low rise
Parameter Adjustment - mid rise
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Adjusted Cost Parameter

	Credit Para	meters - General					
EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
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0	0	0	0	0	0	0	(
0	0	0	0	0	0	0	(
0	0	22,335	26,244	0	0	0	(

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# Partnership or Operating Agreement

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

# **Lambert Landing Limited Partnership**

(the "Partnership")

# Second Amended and Restated Limited Partnership Agreement

General Partner: Lambert Landing GP, LLC

500 S. Front St., 10<sup>th</sup> Floor Columbus, OH 43215

Limited Partner: Woda Investor Member, LLC

500 S. Front St., 10<sup>th</sup> Floor

Columbus, OH 43215

## **Lambert Landing Limited Partnership**

(a Virginia Limited Partnership)

## **Second Amended and Restated Limited Partnership Agreement**

March 11, 2020

This Second Amended and Restated Limited Partnership Agreement (this "Partnership Agreement") is entered into as of the date first set forth above by and among Lambert Landing GP, LLC, an Ohio limited liability company (the "General Partner") and Woda Investor Member, LLC, an Ohio limited liability company (the "Limited Partner,") and collectively with the General Partner, the "Partners"). This Partnership Agreement is intended to supersede, restate, and replace the existing Partnership Agreement of the Partnership and any amendments thereto in its entirety.

The parties to this Partnership Agreement, each in consideration of the acts, capital contributions, and promises of the others, agree as follows:

- 1. <u>Formation of the Partnership</u>. The Partnership was formed as of February 11, 2016, by the filing of the Partnership's certificate of limited partnership with the Virginia State Corporation Commission.
- 2. <u>Name of the Partnership</u>. The name of the Partnership shall be "Lambert Landing Limited Partnership."
- 3. <u>Character and Purpose of the Business</u>. The general character and purpose of the business of the Partnership shall be: (a) to acquire, construct, own, finance, lease, maintain, and operate a housing development; (b) to eventually sell or otherwise dispose of the housing development; (c) to rehabilitate the housing development; and (d) to engage in all other activities incidental or related thereto.
- 4. <u>Principal Place of Business</u>. The address of the principal place of business of the Partnership shall be 500 S. Front St., 10<sup>th</sup> Floor, Columbus, Ohio 43215, or such other address as may from time to time be selected by the General Partner.
- 5. <u>Agent for Service of Process.</u> Woda Cooper Companies, Inc. shall be the Partnership's agent for service of process (the "Agent"). The Agent's address shall be 530 South Main Street, Norfolk, VA 23523.
- 6. Name and Address of the General Partner. The name and address of the General Partner is as follows:

Lambert Landing GP, LLC 500 S. Front St., 10<sup>th</sup> Floor

7. Name and Address of the Limited Partner. The name and address of the Limited Partner is as follows:

Woda Investor Member, LLC 500 S. Front St., 10<sup>th</sup> Floor Columbus, OH 43215

- 8. <u>Term of Partnership</u>. The term of the Partnership shall begin as of the date noted above, and the Partnership shall continue in existence until December 31, 2080 or such later date as agreed to by all the Partners, unless it is earlier dissolved and terminated pursuant to the provisions of this Partnership Agreement.
- 9. **Partner's Capital Contributions.** Each Partner has made or will make a capital contribution to the Partnership in the amount of \$10.00.
- 10. **Profit and Loss Allocations.** Profit and losses for any fiscal year of the Partnership shall be allocated among the Partners in accordance with the following percentages.

General Partner 1%
Limited Partner 99%
Total 100%

- 11. <u>Distribution and Cash Flow Allocations</u>. Distribution and Cash Flow Allocations for any fiscal year of the Partnership shall be allocated among the Partners in accordance with the Profit and Loss Allocations.
- 12. Management of the Partnership. The Partnership shall be managed by the General Partner, who shall exercise control over the affairs of the Partnership. The General Partner shall be under a fiduciary duty to conduct and manage the affairs of the Partnership in a prudent, businesslike, and lawful manner and shall devote such part of its time to the affairs of the Partnership as shall be deemed necessary and appropriate to pursue the business and carry out the purposes of the Partnership as contemplated in this Partnership Agreement. The General Partner shall use commercially reasonable efforts and exercise good faith in all activities related to the business of the Partnership.
- 13. <u>Partnership Representative</u>. For the purposes of Subchapter C of Chapter 63 of the Code, the General Partner shall serve as the "Partnership Representative" of the Company and, as such, shall have all of the rights and obligations given to a Partnership Representative under said Subchapter.

- 14. <u>Limitation of Liability</u>. Except as otherwise required under the Act (relating to a limited partner's liability under certain circumstances to refund to the Partnership distributions of cash previously made to it as a return of capital), no Limited Partner shall be personally liable for any loss or liability of the Partnership beyond the amount of such Limited Partner's agreed-upon Capital Contributions.
- 15. **Books of Account.** The General Partner shall keep proper books of account for the Partnership using the accrual basis of accounting (subject to year-end adjustments). Such books of account shall be kept at the principal office of the Partnership.
- 16. <u>Counterparts</u>. This Partnership Agreement may be executed in several counterparts, all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.
- 17. <u>Applicable Law</u>. This Partnership Agreement and the rights of the Partners hereunder shall be interpreted in accordance with the laws of the State of Virginia.
- 18. <u>Successors</u>. This Partnership Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 19. <u>Severability</u>. The invalidity or unenforceability of any provision of this Partnership Agreement in a particular respect shall not affect the validity of enforceability of any other provisions of this Partnership Agreement or of the same provision in any other respect.
- 20. **First Right of Refusal.** Bay Aging, a Virginia non-stock corporation and 501(c)(3) organization, is the sole member of Bay Aging Brennan Pointe GP, LLC, the Nonprofit GP Member of the General Partner and the Grantee of the right of first refusal to the real property known as Lambert Landing, pursuant to that certain Right of First Refusal Agreement dated March 11, 2020 by and between the Partnership and the Bay Aging attached hereto as Exhibit A.
- 21. <u>Amendment of the Partnership Agreement</u>. This Partnership Agreement may not be amended in whole or in part except by a written instrument signed by each General Partner and each Limited Partner.

[the remainder of this page was intentionally left blank]

The Partners have executed this Partnership Agreement as of the date first set forth at the beginning hereof.

## **General Partner:**

Lambert Landing GP, LLC
An Ohio limited liability company

By: Woda Cooper General Partner, LLC
An Ohio limited liability company
Its Managing Member

By: Woda Cooper Communities, LLC, An Ohio limited liability company Its Sole Member

By: Managing Member

### **Limited Partner:**

Woda Investor Member, LLC An Ohio limited liability company

By:

Its: Member

# Exhibit A

THIS INSTRUMENT PREPARED
OUTSIDE OF THE
COMMONWEALTH OF VIRGINIA
BY AND AFTER RECORDING
RETURN TO:
Matthew Greeson, Esq.
VSB #83939
Reno & Cavanaugh, PLLC
455 Massachusetts Ave., N.W., Suite 400
Washington, DC 20001
(202) 783-2800

#### RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL (this "Agreement") is made effective as of March 11, 2020, by and between LAMBERT LANDING LIMITED PARTNERSHIP, a Virginia limited partnership "Grantor," and BAY AGING, a Virginia non-stock corporation and 501(c) (3) organization, "Grantee."

WHEREAS, Lambert Landing GP, LLC, the General Partner of Grantor (the "General Partner"), concurrently with the execution of this Agreement is entering into that certain Partnership Agreement dated as of March 11, 2020, which governs the operations of the Grantor; and

WHEREAS, the Grantor was formed for the purpose of acquiring, owning or leasing, developing, construction and/or rehabilitating, leasing, managing, operating and, if appropriate or desirable, selling or otherwise disposing of certain real property located at 11501 Jefferson Davis Highway, Chester, Chesterfield County, Virginia 23831, as more particularly described on Exhibit A which is attached hereto and made a part hereof (together with all fixtures and personal property comprising such property or associated with the physical operation thereof, the "Property").

WHEREAS, the Company desires to give, grant, bargain, sell and convey to Grantee or

Grantee's permitted designee/assignee that is either an agency described in Section 42(i)(7)(A) of the Internal Revenue Code of 1986, as amended (the "Code") or a qualified nonprofit organization defined in Section 42(h)(5)(C) of the Code as may be designated by the Grantee for the Refusal Right (defined below), certain rights to purchase the Property on the terms and subject to the conditions set forth herein.

#### WITNESSETH:

That for and in consideration of Ten Dollars (\$10.00) by cash in hand paid and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Grantor does hereby grant unto the Grantee the right to purchase the Property upon the following terms and conditions:

1. In the event Grantor determines to sell or receives a bona fide offer (an "Offer") to buy the Property from an unrelated third party that Grantor has, subject to the exercise by Grantee of its right hereunder, determined to accept, Grantee shall have a right of first refusal (the "Refusal Right") to purchase the Property after the close of the fifteen (15) year compliance period for the low-income housing tax credit for the Property (the "Compliance Period"), as determined under Section 42(i)(l) of the Code, on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of the Refusal Right set forth in Section 3. In such case, Grantor shall deliver to Grantee written notice (a "Notice") that it intends to accept the Offer unless Grantee exercises its right to purchase the Property. Such notice shall contain a complete copy of the Offer. The Grantor shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Section 3 hereof.

- 2. Upon receipt of the Notice, Grantee shall have the Refusal Right to purchase the Property, provided that Grantee is currently and remains at all times hereafter a qualified nonprofit organization as defined in Section 42(h)(5)(C) of the Code, 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 a Permitted Assignee described in Section 8 hereof. 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 describe in Section 7 hereof meeting the requirements of Section 42(i)(7)(A) of the Code. Notwithstanding anything in this Agreement to the contrary, the Refusal Right granted hereunder shall be contingent on (i) the Grantor's entering into and recordation of a governmental agency regulatory agreement restricting the use of the Property to low-income use restriction as required by the Virginia Housing Development Authority ("VHDA"), which use restrictions shall not be modified without the prior written consent of the VHDA.
- 3. Grantee may only exercise such right to purchase the Property by delivering to Grantor written notice of its exercise of such right to Grantee on or before the thirty (30) days after its receipt of the Notice from Grantor. If Grantee properly exercises its right to purchase the Property as provided in the preceding sentence, a contract for the sale and purchase of the Property shall exist between Grantor and Grantee on the price and upon the terms and conditions set forth in the Offer except that the purchase price for the Property shall be the lesser of (i) the price in the Offer or the proposed sales price, provided such price is not less than the fair market value of the Property subject to all restrictive covenants or other agreements regarding use of the Property as affordable housing,

as such fair market value is determined jointly by two independent appraisers, one selected by the Grantor and one selected by Grantee, or if the appraisers are unable to agree or they shall jointly appoint a third appraiser (the cost of which shall be evenly divided between the Grantor and the Grantee and the value determined of the majority of such appraisers shall be final and binding); or (ii) the sum of (a) the principal amount of outstanding indebtedness secured by the Property at the closing of the sale of the Property and

any accrued interest on such indebtedness, (b) any other outstanding indebtedness of Grantor, and (c) all federal, state and local taxes attributable to such sale incurred by the members, partners and/or shareholders of the for-profit partners of the Grantor which, except in the case of federal income taxes, shall not take into account any additional tax attributable to this subsection (c). In the event the Refusal Right is exercised in accordance with the terms of this Agreement, the closing shall not occur sooner than the later date of (i) the date which is forty-five (45) days after the date on which Grantee delivers notice to Grantor of Grantee's exercise of its right to purchase the Property or (ii) the date which is one hundred eighty (180) days after the expiration of the Compliance Period.

- 4. In the event that Grantee, after receipt of a Notice, rejects the Offer contained therein (a "Rejection") by (a) affirmatively declining to exercise its right to purchase the Property, (b) failing to respond within the Acceptance Period, or (c) otherwise failing to properly exercise its right to purchase the Property, the Grantor may thereafter proceed to sell the Property unencumbered by this Agreement.
- 5. In the event that, after a Rejection, Grantor enters into a contract for the sale of the Property, Grantee agrees to execute an estoppel letter or other appropriate document by which it confirms that it has been given the appropriate notice and opportunity to purchase the Property as

provided in this Agreement and that this Agreement has terminated or shall terminate upon the conveyance of the Property. In the event that Grantor has given the Notice as required by Section 1 above and a Rejection has occurred but Grantor is unable to secure from Grantee any such estoppel letter or other document as above provided, Grantor may execute and record an affidavit and release of this Agreement reciting that Grantor has complied with the terms and provisions of the Refusal Right and that Grantee has either expressly declined to purchase the Property or failed to respond within thirty (30) days after receipt of written notice from Grantor as provided for herein which affidavit and release shall be conclusive as between all parties as to record title of said real estate.

- 6. Grantee's right of first refusal hereunder shall be operative only with respect to sales or transfers of the Property by Grantor to entities or individuals unrelated to Grantor. Grantor shall be deemed to be related to any entity in which it, directly or indirectly, owns at least fifty percent (50%) of the beneficial ownership interests. Grantee's rights hereunder shall survive any such transfer to a related entity or individual unless Grantor has offered the Property to Grantee by giving Grantee a Notice and Grantee has made a Rejection of such Offer.
- 7. Grantee may assign all of any of its rights under this Agreement to (a) a qualified nonprofit organization as defined in Section 42(h)(5)(C) of the Code, (b) a government agency described in Section 42(i)(7)(A) of the Code, 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 this Property as a low-income housing property in accordance with any use restrictions applicable to the Property and subject in any event to the conditions precedent of the Refusal Right grant set forth in Section 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder. Grantee shall give written notice thereof to the

Grantor. Upon any permitted assignment hereunder, references to this Agreement to Grantee shall

mean the Permitted Assignee where the context so requires, subject to all applicable conditions to

the effectiveness of the rights granted under the 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 this

Agreement. Except as specifically permitted herein, Grantee's rights hereunder shall not be

assignable.

8. The terms of this Agreement shall not be amended or modified except by a

subsequent writing executed by both parties hereto.

9. Either Grantee or Grantor may record this Agreement, at its own cost and expense.

10. This Agreement may be executed in counterparts, such that two counterparts, one

executed by each party, shall be deemed to be a complete document.

11. Any notices required or permitted to be given under this Agreement shall be deemed

delivered when (a) personally delivered, (b) delivered by overnight courier or (c) deposited in the

United States mail, postage prepaid, certified mail, return receipt requested, addressed to the

appropriate party as follows:

If to Grantor:

Lambert Landing Limited Partnership

500 South Front St., 10<sup>th</sup> Floor

Columbus, OH 43215

If to Grantee:

Bay Aging

5306 Old Virginia Street

6

P.O. Box 610 Urbanna, Virginia, 23175

Either party to this Agreement may change its address for notice purposes by giving written notice to the other party, except that such change of address notice shall not be deemed to have been given until actually received by the addressee.

12. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

#### [BALANCE OF PAGE INTENTIONALLY BLANK-SIGNATURES APPEAR ON NEXT PAGE]

#### WITNESS the following signatures:

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Lambert Landing Limited Partnership, A Virginia limited partnership

By: Lambert Landing GP, LLC
An Ohio limited liability company
Its General Partner

By: Woda Cooper General Partner, LLC
An Ohio limited liability company
Its Managing Member

By: Woda Cooper Communities, LLC
An Ohio limited liability company
Its Sole Member

STATE OF OHIO	
	) ss.:
COUNTY OF FRANKLIN	)
The foregoing instrument wa	as acknowledged before me this 11th day of March, 2020, by
Jeffrey J. Woda	, who is personally known to me or has provided satisfactory
identification, as the managi	ng member of Woda Cooper Communities, LLC, the sole member of
Woda Cooper General Parti	ner, LLC, the managing member of Lambert Landing GP, LLC, the
general partner of Lambert I	Landing Limited Partnership, a Virginia limited partnership, on behalf
of said partnership.	Notary Public Registration Number: 2015-RE-521981
CHAPTER S.	Notary Public 2
XBY BUSO	Registration Number: 2015-RE-321981

JOYCE C. ALLEY-PLOTT

Notary Public, State of Ohio

My Comm. Expires 3.21-2020

MPC Ommission expires:

8

#### GRANTEE:

Bay Aging, a Virginia non-stock corporation

Name: Kathy E. Vesley
Title: President + CEO

STATE OF VICAMIA	)
COUNTY OF MMUSEX	) ss.: )
The foregoing instrument was as Kathy E. Vessey, who identification, as President/(E)	cknowledged before me this \( \frac{9}{2} \) day of \( \frac{\mathbb{Murch}}{\text{v.co.}} \), 2020, by is personally known to me or has provided satisfactory of \( \frac{\mathbb{Eq_Aging}}{\text{Aging}} \), a \( \frac{\mathbb{Mon-profit}}{\text{profit}} \), on behalf of said
	Merchan Mony Huns
	Registration Number: 7780473

My Commission Expires:

11 30 2022



### Exhibit A

#### Legal Description

#### As to Parcel One:

All those certain lots, piece or parcels of land, lying and being in in the Bermuda District of Chesterfield County, Virginia, and designated as Lots 2 through 6 and a portion of Lot 1, Block 13, Normandale Terrace, all as more particularly shown on plat of survey made by Gene Watson & Associates, P.C., dated January 15, 2002, entitled "Plat Showing Improvements on Lots 2 through 6 and a Portion of Lot 1 Block 13 Normandale Terrace located in the Bermuda District of Chesterfield County, Virginia", a copy of which is attached hereto, made a part hereof and to which plat reference is hereby made for a more particular description of the property herein conveyed.

Being a part of the same property conveyed to Melvin J. Butler by Deed from Horace L. Butler, et als, dated March 28, 1996, and recorded April 9, 1996, in the Clerk's Office, Circuit Court of Chesterfield County, Virginia, in Deed Book 2846, page 22.

Parcel IDs: 797661410800000, 797661430300000

As to Parcel Two:

#### Parcel I

All those certain lots, pieces or parcels of land, with the improvements hethereon and apurtenances thereto belonging, lying and being in Bermuda District, Chesterfield County, Virginia, designated within the tax maps as Tax Map No. 797-66-04-37-100-000, and within the land records as containing 2.216 acres, more or less, described as Lots 9, 10, and 17 through 44, Block 13, Normandale Terrace, as currently configured.

#### Parcel II

All those certain lots, pieces or parcels of land, with the improvements thereon and appurtenances thereto belonging, lying and being in Bermuda District, Chesterfield County, Virginia, designated within the tax maps as Tax Map No. 797-66-04-74-400-000, and within the land records as containing .879 acre, more or less, described as Lots 1, Part of 2 and 3, and 31 through 36, Block 12 Normandale Terrace, as currently configured.

#### Parcel III

All those certain lots, pieces or parcels of land, with the improvements thereon and appurtenances thereto belonging, lying and being in Bermuda District, Chestrfield County, Virginia, desingated within the tax maps as Tax Map No. 797-66-04-49-700-000, and within the land records as containing .194 acre, more or lesss, described as Lots 7 and 8, Block 13, Normandale Terrace, as currently configured.

TOGETHER WITH the Grantor's right, title and interest as of the date of this Deed in and to the residue of all other real property of the Grantor, if any, as located in Normandale Terrace, Chesterfiled, County, Virginia, not otherwise specifically described herein.

Being part of the same real estate conveyed to Harold T. Goyne and Lottie C. Goyne, his wife, as tenants by the entirety with the right of survivorship by deed from Southland Realty Corporation, a Virginia corporation, dated August 27, 1949 and recorded October 18, 1949 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Deed Book 359, page 326. The said Lottie C. Goyne died on March 13,

1959, therevoy vesting ttle in her husband, Harold T. Goyne. The said Harold T. Goyne, Sr., died testate on August 7 1968 and under the terms of his Will, duly probated in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, and recorded in Will Book 79, page 257, devised the subject property unto Harold T. Goyne, Jr. and Adele G. Maxwell, his Executors and Trustees, with power and authority to selll any and all of his real estate. Thereafter, the said Harold T. Goyne, Jr. died on May 28, 1989, leaving Adele G. Maxwell as the sole acting Executor and Trustee of the Estate of Harold T. Goyne, Sr.

Parcel IDs: 797660437100000, 797660474400000, 797660449700000

#### Parcel Three:

All those certain lots or parcels of land, situated in the County of Chesterfield, State of Virginia, known as Lots 13 and 14, in Block 13, of the plan of Normandale Terrace, a plat of which is recorded in the Circuit Court of Chesterfield County, in plat Book 7, page 114, said lots fronting together fifty (50) feet on Merrimac Avenue and running back between parallel lines 130 feet according to the aforesaid map.

Being the same real estate conveyed to Joseph M. Lanzarone and Helen G. Lanzarone, his wife, as tenants by the entirety with the right of survivorship as at common law, by deed from Southland Realty Corporation, dated May 17, 1943, recorded September 10, 1944, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Deed Book 285, page 88. The said Helen G. Lanzarone died interstate \_\_\_\_\_\_, thereby vesting fee simple title into Joseph M. Lanzarone, also known as Joseph M. Lanzarone, Sr. The said Joseph M. Lanzarone, Sr. died December 20, 1988, and by his Will dated March 25, 1981, probated July 14, 1989, in will Book 16, page 698, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, devised title to his son, Richard Garland Lanzarone.

Parcel ID: 797660478300000

#### Parcel Four:

All those certain lots or parcels of land, situated in the County of Chesterfield, Virginia, State of Virginia, known as lots Nos. 11 and 12, in Block 13, in the plan of NORMANDALE TERRACE, a plat of which is recorded in the Clerk's Office of the Circuit Court of Chesterfield County in Plat Book 7, page 114; said lots fronting together fifty (50) feet on Merrimac Avenue and running back between parallel lines 130 feet, according to the aforesaid map.

It being the same property conveyed to Jean Teresa Kennan, by deed from James Carlton Frank, dated June 3, 1996 and filed for record in Deed Book 1900, page 1623.

It being the same property conveyed to Jean Teresa Kennan, by deed from Myra Frank Hudson formerly Myra Frank Long, dated June 3, 1996 and filed for record in Deed Book 1900, page 1625.

It being the same property conveyed to Jean Teresa Kennan, by deed from Bruce Allen Frank, dated June 3, 1996 and filed for record in Deed Book 1900, page 1627.

Parcel ID: 797660468800000

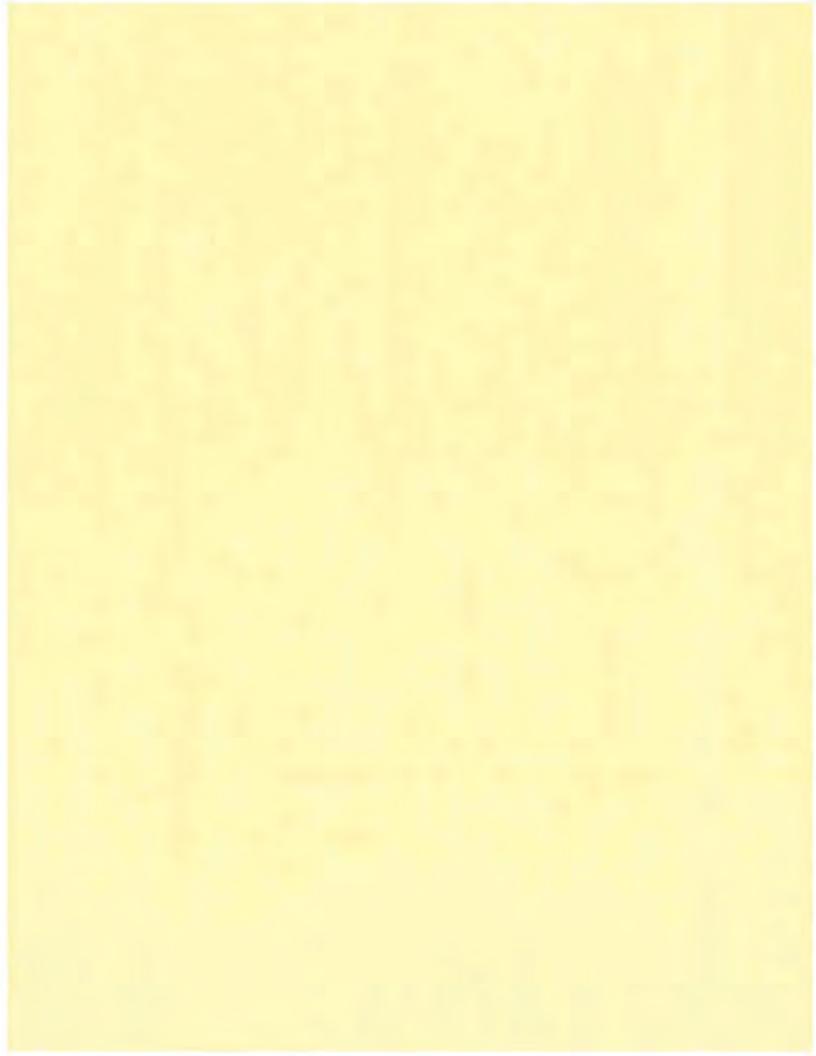
#### Parcel Five:

All those two certain lots or parcels of land, situated in the County of Chesterfield, State of Virginia, known as Lots Nos 15 and 16, in Block 13, in the plan of NORMANDALE TERRACE, a plat of which is recorded in the Clerk's Office of the Circuit Court of Chesterfield County in Plat Book 7, page 114; said

lots fronting together fifty (50) feet on Merrimac Avenue, and running back between parallel lines 130 feet, according to aforesaid map.

It being the same property conveyed to Donald O. Lipford and Betty T. Lipford, husband and wife, by deed from Mary R. Lipford and Clyde O. Lipford, her husband, dated May 9, 1973, and filed for record May 15, 1973, in Deed Book 1080, page 503.

Parcel ID: 797660487800000



#### LAMBERT LANDING GP, LLC

(the "Company")

Fourth Amended & Restated Operating Agreement

March 11, 2020

Managing Member: Woda Cooper General Partner, LLC

500 S. Front St., 10<sup>th</sup> Floor Columbus, OH 43215

Nonprofit GP Member: Bay Aging Brennan Pointe GP, LLC

5306 Old Virginia St.

PO Box 610

Urbanna, VA 23175

THE LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS (AND THE UNITS INTO WHICH THEY ARE DIVIDED) ISSUED IN ACCORDANCE WITH AND DESCRIBED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, OR UNDER THE SECURITIES LAWS OF ANY STATE, IN RELIANCE ON EXEMPTIONS UNDER THOSE LAWS, NEITHER THESE UNITS NOR ANY OTHER PORTION OF A MEMBERSHIP INTEREST IN THE COMPANY MAY BE SOLD OR OTHERWISE TRANSFERRED EXCEPT AS PERMITTED UNDER (A) THIS AGREEMENT AND (B) THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES.

#### LAMBERT LANDING GP, LLC

(An Ohio Limited Liability Company) Charter No. 1522552

#### Fourth Amended & Restated Operating Agreement

March 11, 2020

This Fourth Amended & Restated Operating Agreement (this "Operating Agreement") is entered into as of the date first set forth above by and among Woda Cooper General Partner, LLC, an Ohio limited liability company (the "Managing Member") and Bay Aging Brennan Pointe GP, LLC, a Virginia limited liability company (the "Nonprofit GP Member"), together with the Managing Member, the "Members"; and Virginia United Methodist Housing Development Corporation Bailey Court GP, LLC, a Virginia limited liability company (the "Withdrawing Member"). This Agreement is intended to supersede, restate, and replace the existing Agreement of the Company and any amendments thereto in its entirety.

#### STATEMENT OF AGREEMENT

The parties to this Operating Agreement, each in consideration of the acts, capital contributions and promises of the others, agree as follows:

1. Name and Organization. The name of the Company is Lambert Landing GP, LLC. The Company was formed on February 18, 2005, by the filing of the Company's Articles of Organization (the "Articles) with the Ohio Secretary of State and was named Woda Housing of IN, LLC. The Articles were amended on January 29, 2016 and the name of the Company was changed to Lambert Landing GP, LLC. The Articles were amended on January 17, 2017 and the name of the Company was changed to Freedman Point GP, LLC. The Articles were amended on March 1, 2017 and the name of the Company was changed to Lambert Landing GP, LLC. Jeffrey J. Woda, David Cooper, Jr., and Thomas S. Simons, together the "Original Members" entered in the original Operating Agreement dated February 18, 2005. The original Operating Agreement was amended and restated by the Amended and Restated Operating Agreement dated January 1, 2015 when the name of the Company changed to Lambert Landing GP, LLC, the Original Members withdrew from the Company, and Woda Cooper Communities, LLC became the sole member of the Company. The Amended and Restated Operating Agreement was amended and restated by the Second Amended and Restated Operating Agreement dated January 29, 2016 when Virginia United Methodist Housing Development Corporation became an Administrative Member of the Company. The Second Amended and Restated Operating Agreement was amended and restated by the Third Amended and Restated Operating Agreement when Virginia United Methodist Housing Development Corporation withdrew as Administrative Member and Virginia United Methodist Housing Development Corporation Bailey Court GP, LLC became the Non-Profit GP Member of the Company.

2. Character and Purpose of Business. The purpose of the Company shall be to engage in any lawful act or activity for which limited liability companies may be formed under the Act, as now in effect or hereafter amended, including but not limited to act as the general partner in a limited partnership and to sign any and all documents on behalf of the such limited partnership and to do all things necessary for such limited partnership to (a) submit an application for an allocation of low income housing tax credits (b) acquire, construct, own, finance, lease, maintain and operate a housing development; (c) to eventually sell or otherwise dispose of the housing development; (d) to rehabilitate the housing development; and (e) to engage in all other activities incidental or related thereto.

The Company, and the Managing Member acting on behalf of the Company, is authorized to execute and submit, on behalf of any partnership for which the Company is a general partner, applications for the reservation of low-income housing tax credits allowed for low-income housing projects pursuant to Section 42 of the Internal Revenue Code.

- 3. <u>Principal Place of Business</u>. The address of the principal place of business of the Company shall be 500 S. Front St., 10<sup>th</sup> Floor, Columbus, OH 43215 or such other address as may from time to time be selected by the Managing Member.
- 4. <u>Agent for Service of Process.</u> The Agent for Service of Process for the Company shall be Christopher L. LaGrand, 500 S. Front St., 10<sup>th</sup> Floor, Columbus, OH 43215.
- 5. <u>Name and Address of Managing Member</u>. The name and address of the Managing Member is as follows:

**Woda Cooper General Partner, LLC** 500 S. Front St., 10<sup>th</sup> Floor Columbus, OH 43215

6. <u>Name and Address of Nonprofit GP Member (Non-Profit Member)</u>. The name and address of the Nonprofit GP Member is as follows:

**Bay Aging Brennan Pointe GP, LLC** 5306 Old Virginia St. PO Box 610 Urbanna, VA 23175

7. <u>Term of Company</u>. The term of the Company began on the date set forth at the beginning hereof, and the Company shall continue in existence until December 31, 2080 or such later date as is agreed to by all the Members, unless it is earlier dissolved and terminated pursuant to the provisions of this Operating Agreement.

8. <u>Member's Capital Contributions/Percentage of Interest.</u> The Managing Member has made or will make a capital contribution to the Company in the amount of \$90.00. The Nonprofit GP Member has made or will make a capital contribution to the Company in the amount of \$10.00.

The initial percentages of Interest (as defined below) of the respective Members as of the date of this Operating Agreement are as follows:

Managing Member 90% Nonprofit GP Member 10%

"Interest" means the entire ownership interest of a Member in the Company at any particular time, including, without limitation, allocations of profit or loss (or items thereof), distributions, any and all rights to vote and otherwise participate in the Company's affairs, and any benefits to which a Member may be entitled under this Agreement or the Act, together with the obligations of such Member to comply with the provisions of this Agreement and the Act. Reference to a percentage in Interest of the Members means those Members owning, in the aggregate, such percentage of the Interests held by all Members on the day for such determination.

- 9. **Profit and Loss Allocations.** Profits and losses for any fiscal year of the Company shall be allocated among the Members in accordance with each Member's Interest.
- 10. <u>Distribution and Cash Flow Allocations.</u> Distribution and Cash Flow Allocations for any fiscal year of the Company shall be allocated among the Members in accordance with the Profit and Loss Allocations.

#### 11. Tax Provisions.

- (a) Allocations Required by Treasury Regulations.
- (i) (A) Subject to the exceptions set forth in Treas. Reg. §§1.704-2(f)(2)--(5), if there is a net decrease in Minimum Gain during any fiscal year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Minimum Gain, determined in accordance with Treas. Reg. §1.704-2(g)(2). "Minimum Gain" shall have the meaning set forth in Treas. Reg. §§1.704-2(b)(2) and 1.704-2(d). This paragraph is intended to comply with the minimum gain chargeback requirement in Treas. Reg. §§1.704-2(b)(2) and (f) and shall be interpreted consistently therewith.
- (B) Subject to the exceptions set forth in Treas. Reg. §1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Company fiscal year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain, determined in accordance with Treas.

- Reg. §1.704-2(i)(3), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain, determined in accordance with Treas. Reg. §1.704-2(i)(5). This paragraph is intended to comply with the minimum gain chargeback requirement in Treas. Reg. §1.704-2(i)(4) and shall be interpreted consistently therewith. "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, determined in accordance with Treas. Reg. §1.704-2(i). "Member Nonrecourse Debt" shall have the meaning set forth in Treas. Reg. §1.704-2(b)(4) for "member nonrecourse debt."
- (ii) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treas. Reg. \$1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit in that Member's Adjusted Capital Account Balance as quickly as possible. This paragraph is intended to constitute a "qualified income offset" within the meaning of Treas. Reg. \$1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. "Adjusted Capital Account Balance" means the balance in the Capital Account of a Member as of the end of the relevant fiscal year of the Company, after giving effect to the following: (a) credit to such Capital Account any amounts the Member is obligated to restore, pursuant to the terms of this Agreement or otherwise, or is deemed obligated to restore pursuant to the penultimate sentences of Treas. Reg. \$\$1.704-2(g)(1) and 1.704-2(i)(5), and (b) debit to such capital account the items described in Treas. Reg. \$\$1.704-1(b)(2)(ii)(d)(4), (5) and (6).
- (iii) Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Members in accordance with their Percentage Interests. "Nonrecourse Deductions" shall have the meaning set forth in Treas. Reg. §1.704-2(b)(1). The amount of Nonrecourse Deductions for a Company fiscal year equals the excess, if any, of the net increase, if any, in the amount of Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Minimum Gain, determined according to the provisions of Treas. Reg. §1.704-2(c). "Nonrecourse Liability" shall have the meaning set forth in Treas. Reg. §1.704-2(b)(3).
- (iv) Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treas. Reg. §1.704-2(i). "Member Nonrecourse Deductions" shall have the meaning set forth in Treas. Reg. §1.704-2(i)(2) for "member nonrecourse deductions." For any Company taxable year, the amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt equals the net increase during the year, if any, in the amount of Member Nonrecourse Debt Minimum Gain reduced (but not

below zero) by proceeds of the liability that are both attributable to the liability and allocable to an increase in the Member Nonrecourse Debt Minimum Gain.

(v) The allocations set forth in this subsection (a) are intended to comply with certain requirements of Treasury Regulations promulgated under Code Section 704. Such allocations shall be taken into account in allocating other Profits, Losses, and items of income, gain, loss, and deduction to each Member so that, to the extent possible, and to the extent permitted by Treasury Regulations, the net amount of such allocations of other Profits, Losses, and other items and such allocations to each Member shall be equal to the net amount that would have been allocated to each Member if such allocations had not been made.

#### (b) Rules of Application.

- (i) Profits and Losses and other items of income, gain, loss and deduction shall be allocated to the Members in accordance with the portion of the year during which the Members have held their respective interests. All items of income, loss and deduction shall be considered to have been earned ratably over the period of the fiscal year of the Company, except that (A) gains and losses arising from the disposition of assets shall be taken into account as of the date thereof, and (B) with the consent of the Managing Member and all affected parties, the preceding items may be allocated by using an "interim closing of the books" method.
- (ii) The allocation of Profits and Losses to any Member shall be deemed to be an allocation to that Member of the same proportionate part of each separate item of taxable income, gain, loss, deduction or credit that comprises such Profits and Losses.

# (c) <u>Rules Concerning Calculations of Profits and Losses</u> <u>and Code Section</u> 704(c) Tax Allocations.

- (i) For purposes of computing Profits and Losses, "Carrying Value" shall mean (A) with respect to contributed property, the agreed value of such property reduced (but not below zero) by Depreciation, (B) with respect to property the book value of which is adjusted pursuant to Treas. Reg. §§1.704-1(b)(2)(iv)(d), (e) or (f), the amount determined pursuant to subsections (c)(ii) or (iii), and (C) with respect to any other property, the adjusted basis of such property for federal income tax purposes as of the time of determination.
- (ii) Upon the "liquidation" of the Company within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(g), the Carrying Value of the Company property shall be adjusted to its fair market value, as determined by the Managing Member. The Carrying Value of the Company property may be adjusted to its fair market value, as determined by the Managing Member, upon the occurrence of either of the following events:

- (A) The acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* capital contribution; or
- (B) The distribution by the Company to a Member of more than a *de minimis* amount of property or money in consideration for an interest in the Company

A revaluation of the Company property referred to in the two immediately preceding sentences shall be made in accordance with Treas. Reg.  $\S1.704-1(b)(2)(iv)(f)$  based on the fair market value of Company properties, as determined by the Managing Member using such reasonably methods of valuation as he adopts.

- (iii) Immediately prior to the distribution of any Company property, the Carrying Value of such distributed property shall be adjusted to its fair market value, as determined by the Managing Member.
- (iv) In accordance with Code Section 704(c) and the regulations thereunder, income, gain, loss and deduction with respect to any contributed property shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its agreed value, pursuant to any method permitted by the regulations and chosen by the Managing Member.
- (v) In the event the Carrying Value of any Company asset is adjusted as described in paragraph (ii) or (iii) above, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Carrying Value in the same manner as under Code Section 704(c) and the regulations thereunder.
- (vi) A transferee of a Membership Interest will succeed to the Capital Account relating to the Membership Interest transferred; provided, however, that if the transfer causes a termination of the Company under Code Section 708(b)(1)(B), the Company properties shall be deemed to have been distributed in liquidation of the Company to the Members (including the transferee of the Membership Interest) and re-contributed by such Members and transferees in reconstitution of the Company. The capital accounts of such reconstituted Company shall be maintained in accordance with the principles set forth herein.
- 12. <u>Management of Company</u>. The Company shall be managed by the Managing Member, who shall exercise control over the affairs of the Company. The Managing Member shall be under a fiduciary duty to conduct and manage the affairs of the Company in a prudent, businesslike and lawful manner and shall devote such part of their time to the affairs of the Company as shall be deemed necessary and appropriate to pursue the business and carry out the purposes of the Company as

- contemplated in this Operating Agreement. The Managing Member shall use commercially reasonable efforts and exercise good faith in all activities related to the business of the Company.
- 13. <u>Partnership Representative</u>. For the purposes of Subchapter C of Chapter 63 of the Code, the Managing Member shall serve as the "Partnership Representative" of the Company and, as such, shall have all of the rights and obligations given to a Partnership Representative under said Subchapter.
- 14. <u>Limitation of Liability</u>. Each Member's liability for the debts and obligations of the Company shall be limited as set forth in the Act.
- 15. <u>Admission to Membership</u>. A Person may become a new member upon acquisition of a Membership Interest from the Company upon such terms and conditions as may be approved by the Managing Member. New members shall be allocated units for their contributions to the capital of the Company, as determined by the Managing Member at the time he approves the admission of such new members. Accordingly, the Members acknowledge that their percentage interests may be altered in the event one or more new members are admitted.
- 16. **Books of Account.** The Managing Member shall keep proper books of account for the Company using the accrual basis of accounting (subject to yearend adjustments). Such books of account shall be kept at the principal office of the Company. The fiscal year of the Company shall be the calendar year.
- 17. Appointment of Officers. The Managing Member shall appoint officers for the Company to perform various designated tasks and/or functions. The officers shall include a President, General Counsel, Secretary, and Treasurer, and may include one or more Vice Presidents and Assistant Secretaries. Each officer shall hold office until removed or replaced by the Managing Member. Any number of offices may be held by the same person. Any officer may resign at any time by giving written notice to the Managing Member and any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein. Any vacancy occurring in any office may be filled by the Managing Member.

The authority and duties of the officers of the Company shall be as follows:

(a) President. The President shall have the general powers and duties of management usually vested in a chief executive officer and shall have any other powers and duties that are prescribed by the Managing Member or this Agreement. The President shall have authority to bind the Company through signature on all contracts, leases, mortgages, deeds, conveyances, loan documents, resolutions, and other documents of the Company for the purpose of furthering the interests of the Company. The President shall have and may exercise all powers and duties entrusted to the Managing Member. The foregoing authorization shall not be deemed a restriction on the powers of the Managing Member to take any authorized action on behalf of the Company. The President

shall be deemed to be a "Manager" under the Act. All actions taken by the President on behalf of the Company or on behalf of any of its affiliates prior to the date hereof are hereby ratified, approved, and confirmed in all respects.

- (b) <u>General Counsel</u>. The General Counsel shall act as inside legal counsel to the Company and advise the Company on all legal matters with all privileges and duties as legal counsel. The General Counsel shall have such powers and duties as may be prescribed by the Managing Member or as may be delegated by the President. The General Counsel as the legal representative of the Company shall have the power as General Counsel to execute all contracts, deeds, leases, mortgages, bonds, loan documents, resolutions, and other obligations in the name of the Company. In the absence of the President, the General Counsel may take any action that the President is permitted to take.
- (c) <u>Vice-President</u>. The Vice President or Vice Presidents shall perform such duties as from time to time may be assigned by the President or the Managing Member.
- (d) <u>Secretary</u>. The Secretary shall: (i) keep the minutes of all meetings or actions of the Members in one or more books provided for that purpose; (ii) be custodian of the Company records; (iii) keep a register of the post office address of each Member which shall be furnished to the Secretary by the Members and (iv) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or the Managing Member.
- Treasurer. The Treasurer shall: (i) have charge and custody of and be responsible for all funds, notes, bonds, securities and similar property belonging to the Company; (ii) receive and give receipts for moneys due and payable to the Company from any source whatsoever, and do with the same as shall be ordered by the President or the Managing Member; (iii) disburse the funds of the Company as ordered by the President or the Managing Member or as otherwise required in the conduct of the business of the Company: (iv) maintain accurate financial accounts and hold the same open for inspection and examination of the President or the Managing Member; (v) render to the President or the Managing Member, upon request, such reports as may be required to account for all his transactions as Treasurer and to report on the financial condition of the Company; and (vi) perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or the Managing Member. On the expiration of his term of office, the Treasurer shall turn over to his successor or the President all property, books, papers, vouchers and money of the Company in his hand.
- (f) <u>Assistant Secretary</u>: The Assistant Secretary shall have such duties, responsibilities, and authority as is delegated to him by the Managing Member and the Secretary.

The Managing Member shall determine or provide the method of determining the compensation, if any, of all officers.

#### 18. **Officers.** Intentionally left blank.

#### 19. **Dissolution.**

- (a) The Company shall be dissolved upon the occurrence of any of the following events:
- (i) the determination of the Managing Member to dissolve the Company;
- (ii) the written agreement of the all of the Members to dissolve the Company; or
  - (iii) upon entry of a decree of judicial dissolution under the Act.
- (b) As soon as possible following the occurrence of any event causing the dissolution of the Company, if the Company is not continued, the Managing Member shall deliver a Certificate of Dissolution to the Ohio Secretary of State for filing that includes the name of the Company and the effective date of its dissolution.
- 20. <u>Effect of Events of Dissolution</u>. Upon an event of dissolution, the Company shall cease to carry on its business, except insofar as it may be necessary for the winding up of its business, but its separate existence shall continue until the activities set forth in §6.3 have been completed.

#### 21. Winding Up; Liquidation and Distribution of Assets.

- (a) Upon dissolution of the Company, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managing Member shall immediately proceed to wind up the affairs of the Company.
- (b) If the Company is dissolved and its affairs are to be wound up, the Managing Member shall:
- (i) Sell or otherwise liquidate all of the Company's assets as promptly as possible (except to the extent the Managing Member may determine to distribute any assets to the Members in kind);
- (ii) Discharge all liabilities of the Company, including liabilities to Members who are creditors to the extent otherwise permitted by law, other than liabilities to Members for distributions;
- (iii) Establish such Reserves as may be reasonably necessary to provide for contingencies or liabilities of the Company; and
- (iv) Distribute the remaining cash and assets of the Company to Members in accordance with their positive Capital Accounts.

- (c) For purposes of the liquidation of the Company's assets, the discharge of its liabilities and the distributions of the remaining funds among the Members as above described, the Managing Member shall have the authority on behalf of the Company to sell, convey, exchange or otherwise transfer the assets of the Company for such consideration and upon such terms and conditions as the Managing Member deems appropriate. The Managing Member, in his sole discretion, may make distributions in kind to Members. The Managing Member shall have the authority to purchase any Company assets at the appraised fair market value. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities of the Company to creditors to enable the Company to minimize normal losses during a liquidation period.
- 22. Return of Contribution Nonrecourse to Other Members. Except as provided by law, upon dissolution each Member shall look solely to the assets of the Company for the return of Capital Contributions. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contributions of one or more Members, such Member or Members shall have no recourse against any other Member.
- 23. Indemnification of Nonprofit GP Member. The Partnership shall, jointly and severally, indemnify, defend, and save harmless the Nonprofit GP Member from and against any claim, loss, expense, action, or damage, including without limitation, reasonable costs and expenses of litigation and appeal (and the reasonable fees and expenses of counsel) asserted against the Nonprofit GP Member based on any act, omission, malfeasance, or nonfeasance of the Partnership or the Managing Member, excluding only liability directly caused by the Nonprofit GP Member's gross negligence, intentional misconduct, or fraud. In addition, the Partnership shall, jointly and severally, indemnify, defend, save, and hold harmless the Nonprofit GP Member its representatives, from and against any and all costs, losses, liabilities, damages, lawsuits, proceedings (whether formal or informal), investigations, judgments, orders, settlements, recoveries, obligations, deficiencies, claims, and expenses (whether or not arising out of third party claims), including, without limitation, interest, penalties, attorneys' fees, and all amounts paid in investigation, or settlement of any of the foregoing, incurred in connection with or arising out of or resulting from the operations of the Partnership.
- 24. Reliance of Third Parties on Authority of Officers. No financial institution or any other person, firm or corporation dealing with any officer shall be required to ascertain whether such officer is acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation shall be protected in relying solely upon the acts and assurances of and the execution of any instruments by any of the officers.

- 25. Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed, if sent by facsimile, with receipt confirmed by telephone, or if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's or the Company's address, as appropriate, as set forth in this Agreement or as provided by such Member. Except as otherwise provided herein, any such notice shall be deemed to be given five (5) business days after the date on which the same was duly mailed, if sent by registered or certified mail, or on the date of receipt, if personally delivered or transmitted to the telephone number supplied to the Company as the Member's facsimile number by the Member to whom the notice is sent, with receipt confirmed by telephone.
- 26. <u>Waiver of Notice</u>. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the Member is entitled to such notice, and whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.
- 27. <u>Counterparts</u>. This Operating Agreement may be executed in several counterparts all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.
- 28. <u>Applicable Law.</u> This Operating Agreement and the rights of the Members hereunder shall be interpreted in accordance with the laws of the State of Ohio.
- 29. Waiver of Action for Partition. Each Member irrevocably waives during the term of existence of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.
- 30. <u>Successors</u>. This Operating Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 31. <u>Headings</u>. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions hereof.
- 32. <u>Rights and Remedies Cumulative</u>. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- 33. <u>Heirs, Successors and Assigns</u>. Each and all of the covenants, terms, provisions and agreements in this Agreement shall be binding upon and inure to the benefit

- of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.
- 34. <u>Waivers</u>. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
- 35. <u>Severability</u>. The invalidity or unenforceability of any provision of this Operating Agreement in a particular respect shall not affect the validity and enforceability of any other provisions of this Operating Agreement or of the same provision in any other respect.
- 36. <u>Amendment of Operating Agreement</u>. This Operating Agreement may not be amended in whole or in part except by a written instrument signed by each Member.
- 37. Execution of Additional Instruments. Each Member shall execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations or to carry out the purposes of this Agreement.

[The remainder of this page was intentionally left blank.]

The undersigned have executed this Operating Agreement as of the date first set forth at the beginning hereof.

MANAGING MEMBER:
Woda Cooper General Partner, LLC
An Ohio limited liability company

By: Woda Cooper Communities, LLC
An Ohio limited liability company
Its Sole Member

ts: Managing Member

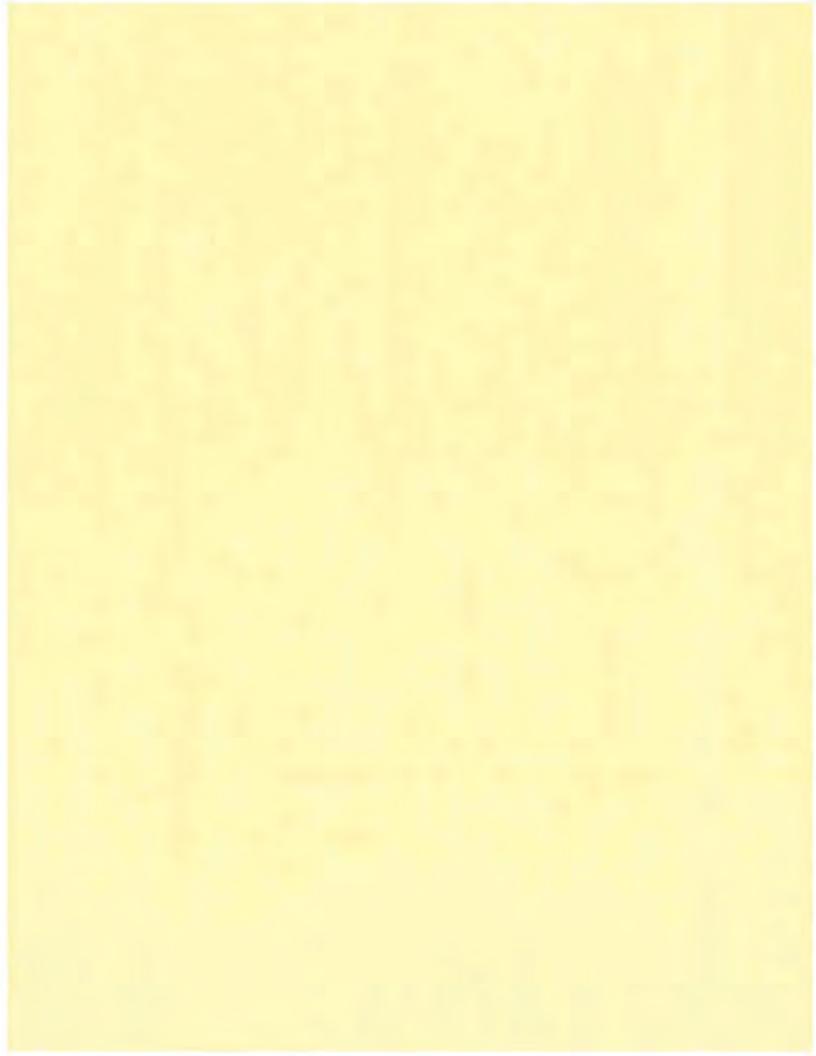
NONPROFIT GP MEMBER: Bay Aging Brennan Pointe GP, LLC

By: Nothie Vaolees
Its: President & CEC

WITHDRAWING MEMBER(S):

Virginia United Methodist Housing Development Corporation Bailey Court GP, LLC

Its: President



#### DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into effective as of the 11th day of March, 2020, by and between Woda Cooper Development, Inc. (the "Developer") and Lambert Landing Limited Partnership (the "Owner").

#### **WITNESSETH:**

WHEREAS, the Owner has been formed for the purposes, *inter alia*, of acquiring, financing, owning, constructing, developing, maintaining, improving, operating, leasing, and selling or otherwise disposing of real property described on <a href="Exhibit A">Exhibit A</a> attached hereto (the "Land"), together with all improvements furnishings, equipment, and personal property to be located thereon generally described on <a href="Exhibit B">Exhibit B</a> attached hereto (altogether, the "Improvements") (together, the Land and Improvements will be collectively referred to herein as the "Project"). All units of which Project are intended to be rented and managed in order that the Project will qualify for low-income housing tax credits provided in Section 42 of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, in order to effectuate the purposes for which it has been formed, the Owner has engaged the services of the Developer with respect to overseeing the development of the Project for the Owner; and

**WHEREAS**, the Developer is experienced in the development of low-income multifamily housing projects pursuant to Section 42 of the Code; and

**WHEREAS**, the parties desire to memorialize their agreement with respect to the obligations of, and the services to be performed by the Developer;

**NOW THEREFORE,** in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. <u>Appointment.</u> The Owner hereby appoints the Developer to render services for the Owner, and confirms and ratifies the appointment of the Developer with respect to services rendered for the Owner to date, in supervising and overseeing the development of the Project as herein contemplated.
  - 2. <u>Obligations of the Developer.</u>

The Developer shall have the following duties:

(a) To perform a financial feasibility study of the Project including, but not limited to, investigating various construction financing alternatives for the construction of the Project;

- (b) To assist, advise and consult on the selection of, and provide coordination and supervision of, the architect and engineer in connection with the preparation of, and any changes to, the site plan for the Project and the renderings, drawings and specifications for construction of Improvements (the "Plans and Specifications");
- (c) To be cognizant of, and advise the Owner with respect to, compliance with Section 42 of the Code and applicable state law tax credit requirements as such laws relate to the development and construction of the Project and to coordinate the services of professionals in connection therewith:
- (d) To be cognizant of and advise the Owner with respect to any and all land use and zoning laws, rules or regulations, city ordinances, including health and fire safety regulations, or any other requirements of law or governmental authorities applicable to the development and construction of the Improvements and to coordinate the services of professionals in connection therewith;
- (e) To assist, coordinate and supervise the obtaining of all necessary permits and approvals for, and in connection with, the development and construction of the Project;
- (f) To consult, advise and assist in obtaining construction financing for the development and construction of the Improvements, including, without limitation, preparation of a development and construction budget and pro forma cash flow projections and coordinating professionals in connection therewith;
- (g) To be cognizant of, and advise the Owner with respect to, compliance with any and all obligations of the Owner under any agreements with lenders or any governmental entities, which agreements have been executed by the Owner in connection with approvals for, or financing of, the Project or construction of the Improvements;
- (h) To cooperate and coordinate with the general contractor appointed by the Owner;
- (i) To otherwise use commercial best efforts to coordinate, supervise, monitor and cause the development and construction of the Project on a timely basis and within the contemplated budget;
- (j) To record the progress on all of the foregoing, and, as requested, submit written progress reports to the Owner; and
- (k) To maintain or cause to be maintained at its sole cost and expense all office and accounting facilities and equipment necessary to adequately perform all functions of Developer specified herein.

The Developer may retain the services of independent consultants, provided the Owner shall have no responsibility to such independent parties. The Developer shall not be required to take any action, which would require a contractor's license.

The Developer shall be an independent contractor.

#### 3. <u>Development Fee</u>.

In consideration of the performance by the Developer of the development services described herein, the Owner shall pay to the Developer a development fee and a development overhead fee (altogether, the "Development Fee") in the aggregate amount of <u>One Million Five</u> Hundred Ninety-Three Thousand Two Hundred Sixty-Nine Dollars (\$1,593,269).

The Owner, the Developer acknowledges that specific portions of the Development Fee shall be earned by Developer and payable by the Owner as certain benchmarks are satisfied, but in any event all of the Development Fee shall be earned by the Developer upon the issuance of the last certificate of occupancy for the Project.

The development fee shall be earned by the Developer as follows:

- (a) Twenty percent (20%) of the fee shall be earned based on certain pre-construction activities accomplished by December 31, 2021, as requested by the Owner.
- (b) Eighty percent (80%) of the fee shall be earned based on the issuance of the last certificate of occupancy for the Project.

The development fee shall be paid by the Owner no later than the following dates:

- (a) At the time of construction loan closing, an amount calculated at \$193,825 shall be paid to the Developer.
- (b) At the time of construction completion, an amount calculated at \$163,825, plus cost savings shall be paid to the Developer.
- (c) At the time of 100% qualified occupancy, an amount of \$604,960, plus cost savings shall be paid to the Developer.
- (d) At the time of issuance of the IRS Form 8609 for the Project, an amount of \$528,033, plus cost savings shall be paid to the Developer.
- (e) The deferred portion of the Developer Fee, currently projected as \$102,626, or such other remaining balance shall be payable to the Developer from the distributable cash flow from the Owner, but in no event later than the end of the calendar year in which the 12<sup>th</sup> anniversary of the issuance of the last certificate of occupancy for the Project occurs.

The unpaid portion of the Development Fee shall not bear interest.

#### 4. <u>Termination of Duties and Responsibilities of Developer.</u>

The Developer shall have no further duties or obligations hereunder after receipt of a Certificate of Occupancy for the last building in the Project and completion of all punch list items. The Developer's duties, responsibilities and rights hereunder shall not be terminated by the Owner except for "cause" as finally determined by a court of competent jurisdiction. For purposes hereof, "cause" shall mean fraud, dishonesty, and reckless disregard for customary practices and intentional misconduct after at least forty-five (45) days prior notice and opportunity to cure.

#### 5. Miscellaneous.

- (a) This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any of the parties hereto without the written consent of the other party, except that the Developer may assign its rights but not its duties under this Agreement.
- (b) The descriptive paragraph headings of this Agreement are inserted for convenience only and are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provision hereof.
- (c) This Agreement and the rights and obligations of the parties hereto shall be governed and construed and enforced in accordance with the laws of the state of Virginia.
- (d) This Agreement embodies the entire agreement and understanding between the parties relating to the obligations of, and services to be performed by, the Developer in overseeing the development of the Project, and supersedes all prior agreements, understandings, representations, or warranties, express or implied, related to such subject matter.
- (e) This Agreement shall not be amended or modified in any respect without the prior written consent of each party hereto and the Owner's general partner.
  - (f) No party hereto shall file or attempt to file this Agreement of record.
- (g) This Agreement and the obligations of the Developer hereunder are solely for the benefit of the Owner and its partners and no benefits to third parties are intended.
- (h) In the event any provision hereof is deemed to be unenforceable or against public policy, then such provision shall be deemed omitted from this Agreement and to the extent possible such provision shall be replaced with an enforceable provision which corresponds with the spirit of the omitted provision, and no other provision of this Agreement shall be affected by such omission or unenforceability.
- (i) The parties agree that the prevailing party in any action or dispute involving litigation concerning the subject matter hereof, shall be entitled to attorneys' fees and court costs.

(j) The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

#### 6. Notice.

Any notice required to be given hereunder shall be in writing and mailed by certified mail, postage prepaid, or hand delivered with receipt of service simultaneously to all parties at the addresses set forth on <a href="Exhibit C">Exhibit C</a> attached hereto. Each party shall have the right to change its address for the receipt of notices, upon the giving of proper notice to all other parties hereto. Whenever a period of time is to be computed from the date of receipt of an item of certified mail, such period shall be computed from the fifth day following the date of mailing if delivery of the certified mail item is refused by the party to whom it was directed. Otherwise, such period shall be computed from the date of delivery.

#### 7. Counterparts.

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

#### 8. Responsibilities of the Owner.

In order for the Developer to perform duties described herein, the Owner shall:

- (a) Provide full information regarding its requirements for the Project;
- (b) Designate a representative who shall be fully acquainted with the scope of the work and has authority to render decisions promptly and furnish information expeditiously; and,
- (c) If the Owner becomes aware of any fault or defect in the Project or nonconformance with any contract or other documents, it shall give prompt written notice thereof to the Developer.

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date and year first above written.

#### **DEVELOPER:**

Woda Cooper Development, Inc.

By: Its: Preside

#### **OWNER:**

Lambert Landing Limited Partnership A Virginia limited partnership

By: Lambert Landing GP, LLC
An Ohio limited liability company
Its General Partner

By: Woda Cooper General Partner, LLC
An Ohio limited liability company
Its Managing Member

By: Woda Cooper Communities, LLC
An Ohio limited liability company
Its Sole Member

By: / // // // // Its: Managing Member

#### **EXHIBIT A**



#### **Parcels and Addresses Comprising the Property**

<u>Parcels</u>: 797660474400000, 797660437100000, 797661430300000, 797660449700000, 797660468800000, 797660478300000, 797660487800000, 797661410800000

<u>Addresses</u>: 11501 Jefferson Davis Highway; 11430,11404,11410,11420,11424,11428 Elokomin Avenue; 2501 Rio Vista Street, Chester, Chesterfield County, Virginia 23831

#### **EXHIBIT B**

The Project will consist of a 64-unit multifamily community. The definition of the Project will include the architectural and engineering plans as and when the same are completed and approved by the Owner.

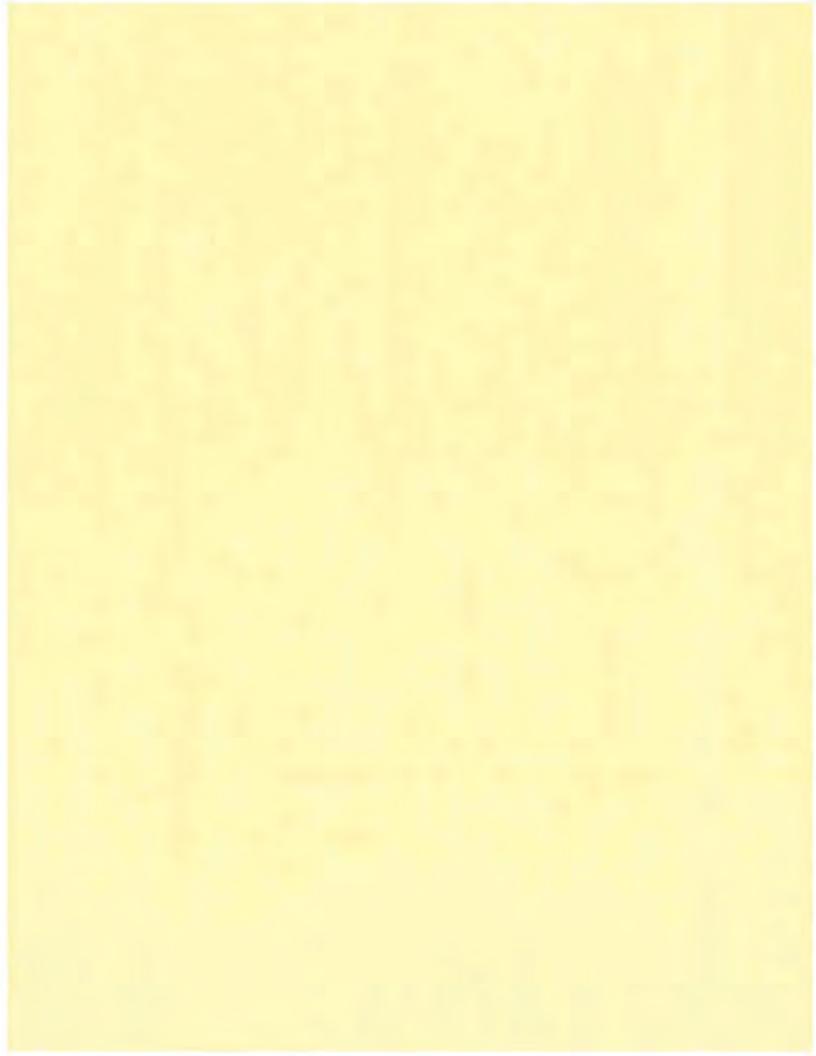
#### **EXHIBIT C**

#### **DEVELOPER**

Woda Cooper Development, Inc. 500 S. Front St., 10<sup>th</sup> Floor Columbus, OH 43215

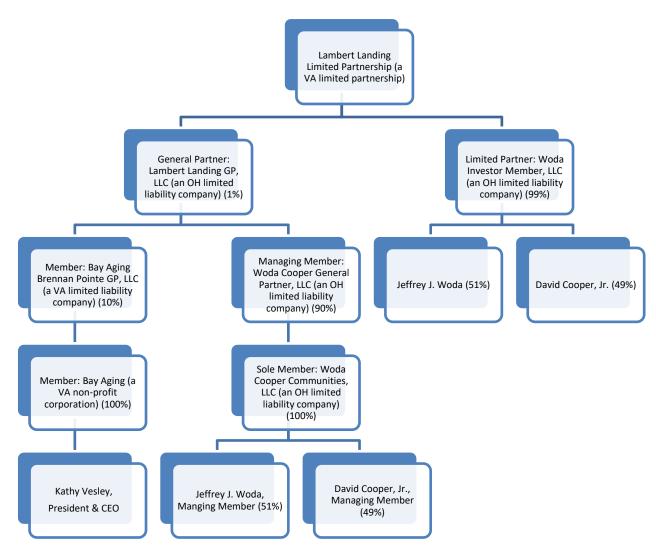
#### **OWNER**

Lambert Landing Limited Partnership 500 S. Front St., 10<sup>th</sup> Floor Columbus, OH 43215



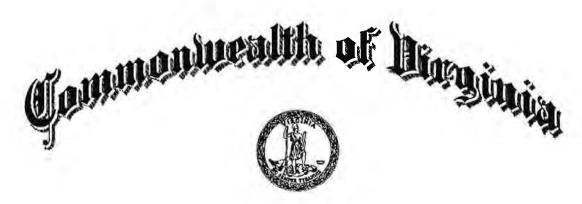
#### Lambert Landing Limited Partnership

#### Organizational Chart



# В

# Virginia State Corporation Commission Certification (MANDATORY)



# STATE CORPORATION COMMISSION

Richmond, February 11, 2016

This is to certify that the certificate of limited partnership of

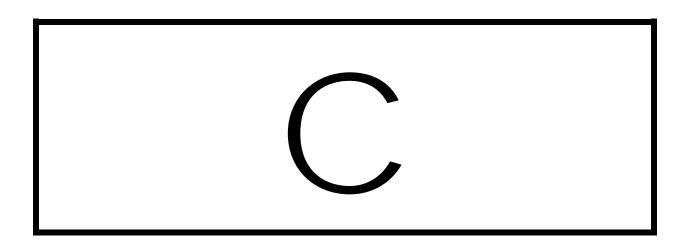
# **Lambert Landing Limited Partnership**

was this day admitted to record in this office and that the said limited partnership is authorized to transact its business subject to all Virginia laws applicable to the limited partnership and its business.



State Corporation Commission Attest:

Clerk of the Commission



# Principal's Previous Participation Certification (MANDATORY)



# **Previous Participation Certification**

Development Name:	Lambert Landing				
Name of Applicant (entity):	Lambert Landing Limited Partnership				

# 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

2020 Page | 1 of 2

# 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.

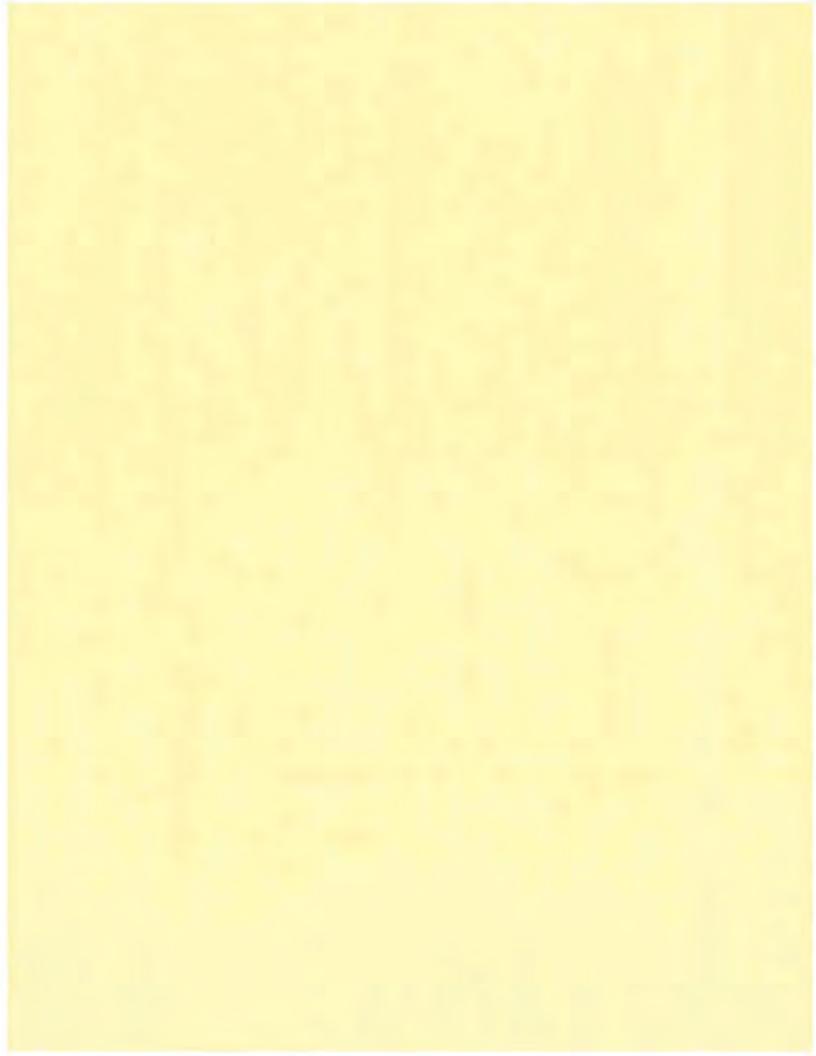
Failure to disclose information about properties which have been found to be out of compliance or any material misrepresentations are grounds for rejection of an application and prohibition against future applications.

Jeffrey J. Woda

Printed Name

3/2/2020

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





# **Previous Participation Certification**

Development Name:	Lambert Landing	
Name of Applicant (entity):	Lambert Landing Limited Partnership	

# 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

2020 Page | 1 **of 2** 

# Previous Participation Certification, cont'd

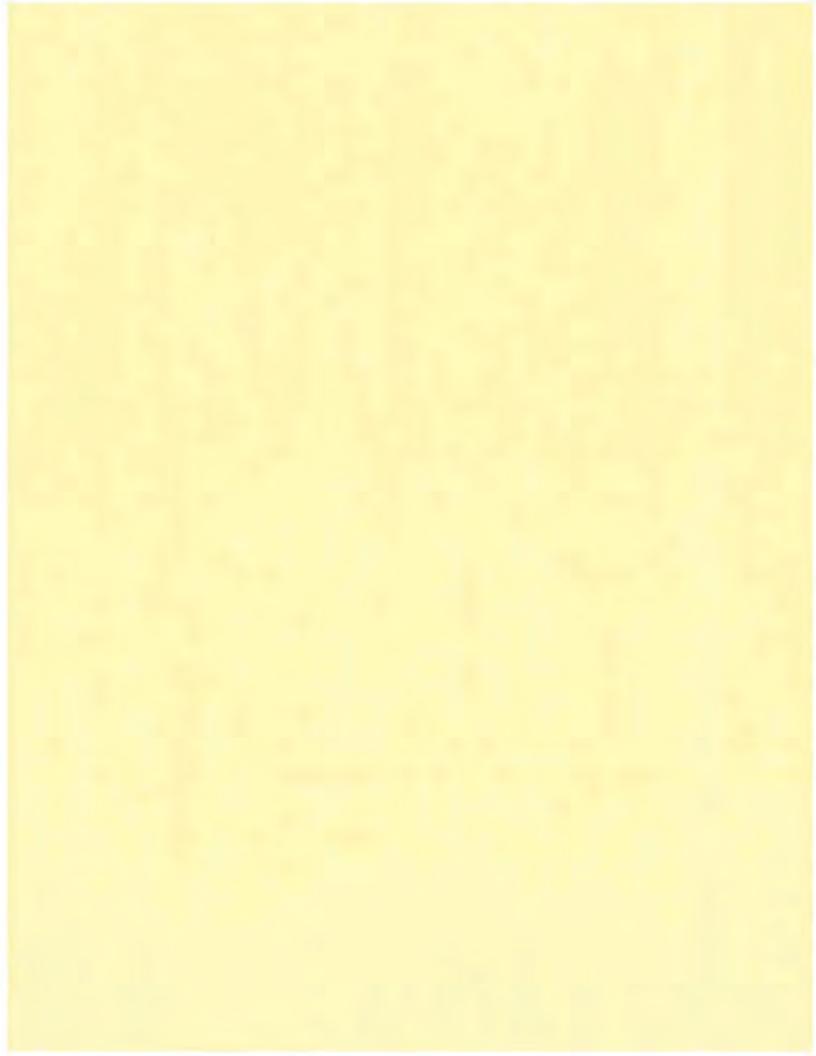
- 9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
- 10. None of the participants is a Virginia Housing Development Authority (VHDA) employee or a member of the immediate household 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.

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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.

and promising against a applications
Signature
David Cooper, Jr.
Printed Name
3/2/2020

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





# **Previous Participation Certification**

Development Name:	Lambert Landing			
Name of Applicant (entity):	Lambert Landing Limited Partnership			

# 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.
- 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;
- 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;
- 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

- 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.
- 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).
- None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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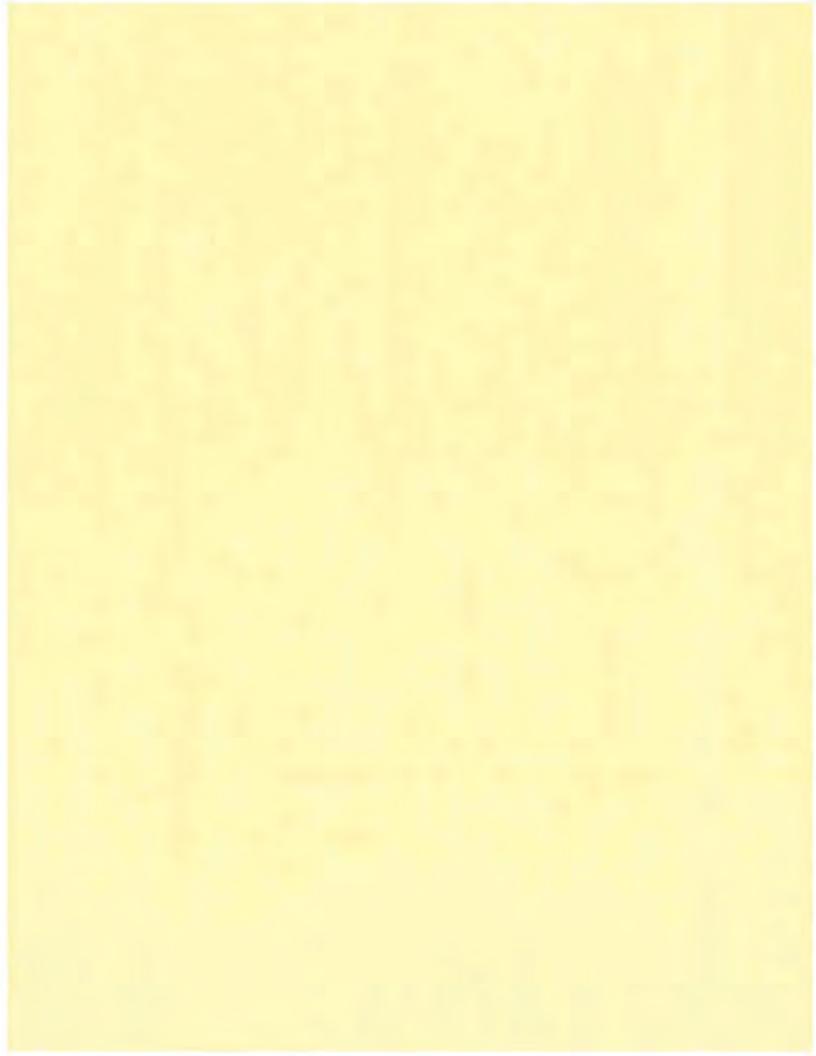
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Signature

Kathy Vesley-Massey

Printed Name

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





# **Previous Participation Certification**

Development Name:	Lambert Landing	
Name of Applicant (entity):	Lambert Landing Limited Partnership	

# 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;
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- 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

- 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.
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- 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).
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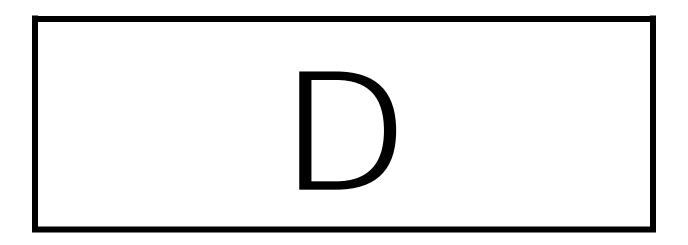
Signature

Stanley Clarke

03-04-20

Printed Name

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



# List of LIHTC Developments

(Schedule A) (MANDATORY)



Development Name:	Lambert Landing
Name of Applicant:	Lambert Landing Limited Partnership

#### 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 <u>uncorrected</u> 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Lambert Landing GP, LLC		Controlling GP (CGP) or 'Named' Managing Y						
Principal's Name:		Member of Proposed property?* Y or N						
	Name of Ownership Entity and	CGP or 'Named' Managing Member at	Total Dev.	Total Low Income	Placed in	8609(s) Issue	Uncorrec	
Development Name/Location	Phone Number	dev.? (Y/N)*	Units	Units	Service Date	Date	Explain '	
sevelopinem name, zecanem	THORE NOTIFICE	GOV.: (1714)	011113	011113	ocivico Baio	Baio	2/(0/4	

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

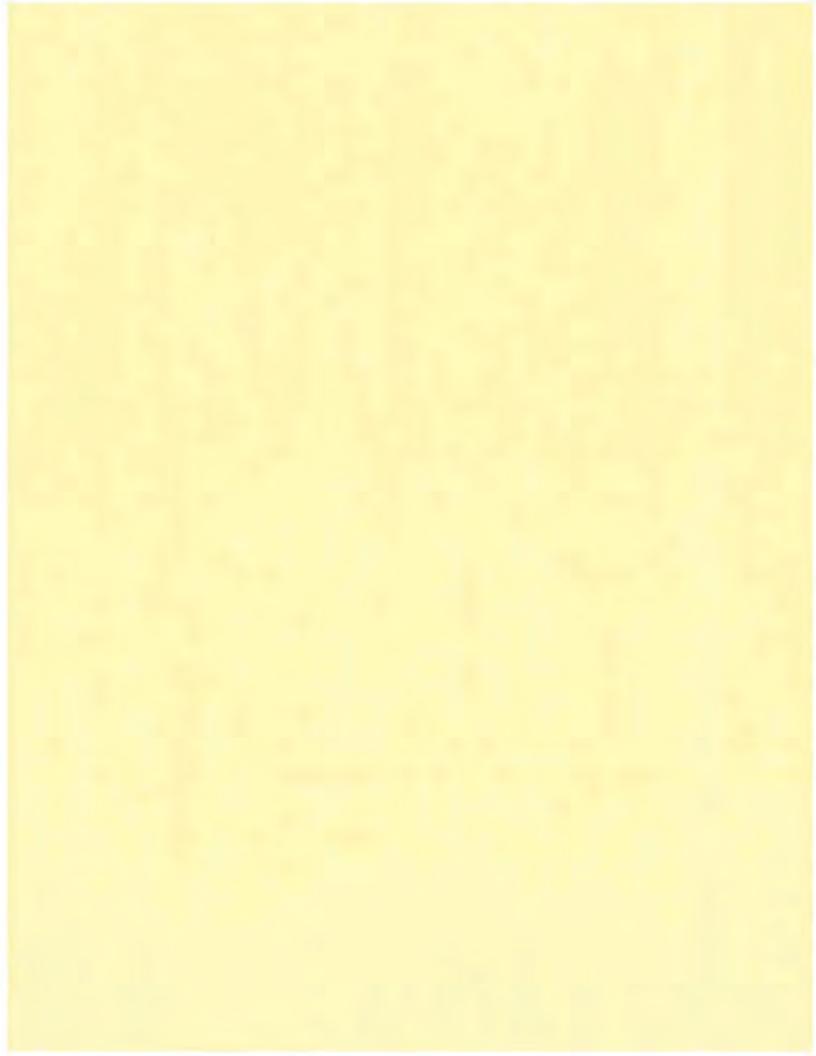
1st PAGE TOTAL: 0 0 #DIV/0! Total Units v.01.01.20

# **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	Nor complice Found? (Explain
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## PAGE TOTAL: 0 0

LIHTC as % of GRAND TOTAL: 0 0 #DIV/0! Total Unit





Development Name: Lambert Landing

Name of Applicant: Lambert Landing Limited Partnership

Controlling GP (CGP) or 'Named' Managing

#### INSTRUCTIONS:

- 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.
   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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal. Wada Cooper Coperal Partner II C

	Woda Cooper Ge	Controllin	:					
	.,					ed 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	Abby's Crossing/OH	Abby's Crossing LP/614-396-	Υ	42	42	10/29/2008	8/3/2009	NO NO
2	Alexander Yard/OH	3200 Alexander Yard LP/614-396-	Y	42	42	12/14/2007	12/18/2008	NO
3	Arlington Greene/KY	3200 Woda Arlington Greene,	Y	40	40	12/30/2004	3/3/2006	NO
4	Ashburn Greene/OH	LLC/614-396-3200 Ashburn Greene, LLC/614-396-	Y	40	34	12/29/2004	2/27/2006	NO
5	Aspen Greene/OH	3200 Aspen Greene LP/614-396-	Y	48	48	12/31/2005	1/23/2007	NO
6	Beaumont Greene/OH	3200 Beaumont Greene, LLC/614- 396-3200	Y	40	40	12/27/2007	8/5/2008	NO
7	Beaumont Place/OH	Mid Ohio Housing, LLC/614- 396-3200	Υ	12	12	12/28/2007	3/3/2009	NO
8	Canterbury Place/WV	Canterbury Place, LLC/614- 396-3200	Y	50	50	12/13/2004	12/22/2004	NO
9	Cedar Glen II/WV	Cedar Glen II LP/614-396-3200	Y	51	50	12/18/2006	10/3/2008	NO
10	Chartwell Greene/OH	Lockwood Housing, LLC/614- 396-3200	Y	40	40	12/20/2007	12/2/2008	NO
11	Clay Meadows/OH	Clay Meadows LP/614-396- 3200	Υ	48	48	10/10/2008	3/13/2009	NO
12	Clover Ridge/OH	Clover Ridge, LLC/614-396- 3200	Y	24	24	2/5/2009	11/10/2009	NO
13	Coventry House/OH	Seneca Coventry House, LLC/614-396-3200	Y	30	25	12/31/2004	2/7/2007	NO
14	Crossroads Meadow/PA	Crossroads Meadow, LLC/614- 396-3200	Υ	51	51	11/19/2007	6/10/2008	NO
15	Devon House/OH	Devon House, LLC/614-396- 3200	Υ	40	34	12/1/2004	7/20/2005	NO
16	Doranne Green/OH	Woda Doranne Greene, LLC/614-396-3200	Υ	49	49	8/30/2008	7/1/2008	NO
17	East Newark Homes/OH	East Newark Homes, LLC/614- 396-3200	Υ	40	40	10/5/2007	12/2/2008	NO
18	Edward's Crossing/WV	Edwards's Crossing, LLC/614- 396-3200	Y	44	44	12/9/2004	12/21/2004	NO
19	Edward's Crossing II/WV	Edwards's Crossing II, LLC/614- 396-3200	Y	44	44	11/30/2005	11/17/2006	NO
20	Essex Place/OH	Essex Place Senior LP/614-396- 3200	Y	42	33	4/25/2003	2/5/2004	NO
21	Fox Run Crossing/OH	Fox Run Crossing, LLC/614-396- 3200	Y	50	50	11/21/2006	4/20/2007	NO
22	Frankfort Place/OH	Frankfort Place LP/614-396- 3200	Y	20	20	12/31/2004	11/1/2005	NO
23	Grace Meadows/OH	Grace Meadows LP/614-396- 3200	Y	40	40	8/8/2008	7/14/2009	NO
24	Hampton Pointe/MI	Hampton Pointe, LLC/614-396- 3200	Y	24	24	6/24/2008	11/12/2009	NO
25	Heathermoor II/WV	Heathermoor II LP/614-396- 3200	Y	32	32	12/15/2005	9/24/2008	NO
26	Heritage Greene/OH	Woda Heritage Greene, LLC/614-396-3200	Y	50	50	10/4/2006	4/20/2007	NO
27	Heritage House/WV	Heritage House LP/614-396- 3200	Y	50	50	12/30/2004	11/15/2006	NO
28	Hickory Meadow/PA	Hickory Meadow, LLC/614-396- 3200 Jamestown Place LP/614-396-	Y	51	51	12/28/2007	6/30/2008	NO
29	Jamestown Place/OH	3200 Laurel Greene, LLC/614-396-	Y	24	24	12/14/2001	9/27/2004	NO
30	Laurel Greene/OH	3200	Y	40	32	8/31/2004	8/29/2005	NO
31	Laurelhurst/OH	Laurelhurst, LLC/614-396-3200 Leewood Place, LLC/614-396-	Y	44	35	12/31/2003	7/23/2004	NO
32	Leewood Place/OH	3200 Lockwood Housing, LLC/614-	Y	40	32	12/1/2003	3/1/2005	NO
33	Lockwood Greene/OH	396-3200 Lockwood Housing, LLC/614-	Y	26	26	11/30/2007	2/17/2009	NO
34	Lockwood Station/OH	396-3200 Luke's Crossing LP/614-396-	Y	6	6	12/26/2007	12/2/2008	NO
35	Luke's Crossing/OH	3200 Woda Meadow Glen LP/614-	Y	40	40	11/10/2008	1/29/2010	NO
36	Meadow Glen/OH	396-3200 Meridian Greene, LLC/614-396-	Y	50	42	12/31/2004	10/12/2006	NO
37	Meridian Greene/OH	3200 Meridian Greene II, LLC/614-	Y	66	66	12/28/2005	3/1/2007	NO
38	Meridian Greene II/OH	396-3200 Muirwood Greene LP/614-396-	Y	40	40	12/27/2007	7/17/2008	NO
39	Muirwood Greene/WV	3200 Norwood Greene, LLC/614-	Y	50	50	4/30/2004	12/9/2004	ON
40	Norwood GreeneOH	396-3200	Υ	40	40	11/25/2008	11/18/2009	NO

\* 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: 1,600

1,540

LIHTC as % of 96% Total Units

	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	Oakmont Greene II/WV	Oakmont Greene II, LLC/614-396-3200	Υ	50	50	12/23/2005	12/7/2007	NO
47	Paigelynn Place/OH	Paigelynn Place, LLC/614- 396-3200	Υ	60	60	10/21/2005	12/21/2007	NO
48	Paint Landing/KY	Paint Landing, LLC/614- 396-3200	Υ	24	24	12/28/2007	6/3/2008	NO
49	Paint Lick Station/KY	Paint Lick Station, LLC/614-396-3200	Y	24	24	12/28/2007	6/3/2008	NO
50	Patrick Place/OH	Patrick Place LP/614-396- 3200	Y	24	24	9/1/2005	3/20/2007	NO
51	Pembrook Greene/OH	Pembrook Greene,	Y	18	18	12/12/2008	7/30/2009	NO
52	Providence Greene/WV	LLC/614-396-3200 Providence Greene,	Y	50	50	12/29/2005	12/4/2007	NO
		LLC/614-396-3200 Providence Greene II,						
53	Providence Greene II/WV	LLC/614-396-3200	Y	50	50	11/27/2006	12/3/2008	NO
54	Quail Meadow/OH	Woda Quail Meadow, LLC/614-396-3200	Y	50	50	12/19/2006	4/17/2007	NO
55	Riverbirch Greene/OH	Riverbirch Greene, LLC/614-396-3200	Υ	60	51	12/29/2004	6/10/2005	NO
56	Riverview Place/OH	Riverview Place LP/614- 396-3200	Y	33	33	12/31/2003	6/10/2005	NO
57	Russell's Place/OH	Russell's Place, LLC/614- 396-3200	Υ	32	32	12/29/2006	6/18/2007	NO
58	Sawgrass Greene/KY	Sawgrass Greene, LLC/614-396-3200	Υ	54	54	12/22/2005	2/8/2007	NO
59	Stoney Ridge/OH	Cadiz Homes LP/614-396-	Y	28	28	11/28/2003	7/14/2004	NO
60	Stableford Crossing/OH	3200 Stableford Crossing,	Y	18	18	10/2/2008	8/4/2009	NO
61	Tibbits Greene/MI	LLC/614-396-3200 Tibbits Greene, LLC/614-	Y	24	24	12/21/2007	9/28/2009	NO
62	Tremont Greene/OH	396-3200 Tremont Greene, LLC/614-	Y	40	34			NO
		396-3200 Troon Crossing, LLC/614-			-	12/28/2004	9/22/2005	
63	Troon Crossing/OH	396-3200 Ohio Valley Housing,	Y	60	60	12/29/2006	4/26/2007	NO
64	Valley Greene/OH	LLC/614-396-3200	Y	24	24	8/31/2007	11/19/2008	NO
65	Valley View/TN	Valley View LP/614-396- 3200	Y	64	64	12/4/2003	4/18/2005	NO
66	Victoria Place/OH	Victoria Place LP/614-396- 3200	Y	30	30	12/31/2003	7/8/2004	NO
67	Victory Place/WV	Victory Place, LLC/614- 396-3200	Υ	50	50	12/29/2005	11/13/2007	NO
68	Webster Glen/OH	Woda Adams County Housing, LLC/614-396- 3200	Υ	12	12	11/9/2007	9/30/2009	NO
69	Webster Greene/OH	Woda Adams County Housing, LLC/614-396- 3200	Υ	36	36	9/1/2007	9/30/2009	NO
70	Wesley Yard/OH	Wesley Yard, LLC/614-396- 3200	Y	46	46	12/15/2008	10/16/2009	NO
71	Whitman Crossing/MI	Whitman Crossing,	Y	24	24	12/21/2007	12/29/2008	NO
72		LLC/614-396-3200						-
73	Zachary's Crossing/OH	Zachary's Crossing, LLC/614-396-3200	Y	40	40	12/15/2005	4/10/2006	NO
74	Ardmore Crossing/OH	Ardmore Crossng, LLC/614-396-3200	Υ	50	50	10/9/2009	8/17/2010	NO
75	Connolly Park/PA	Connolly Park, LLC/614- 396-3200	Y	32	32	10/7/2010	6/11/2010	NO
76	Fairway Crossing/OH	Fairway Crossing LP/614-	Y	36	36	11/27/2009	2/4/2011	NO
77	Forest Edge/OH	396-3200 Forest Edge, LLC/614-396-	Y	36	36	7/29/2009	8/16/2010	NO
	Gables at Countryside Lane	3200 Gables at Countryside					0,10,2010	
78	II/OH	Lane II, LLC/614-396-3200 Hallet Crossing, LLC/614-	Y	24	24	8/28/2006	4/17/2007	NO
79	Hallet Crossing/MI	396-3200 Orchard Glen, LLC/614-	Y	24	24	11/19/2008	10/7/2010	NO
80	Orchard Glen/OH	396-3200 Ridgewood Greene,	Y	32	32	9/30/2009	9/23/2010	NO
81	Ridgewood Greene/OH	LLC/614-396-3200 Svcamore House LDHA	Y	40	40	11/11/2008	5/7/2010	NO
82	Sycamore House/MI	LP/614-396-3200	Y	40	36	12/22/2009	12/13/2011	NO
83	Madison Grove/PA	Madison Grove, LLC/614- 396-3200	Y	50	50	7/24/2010	3/25/2011	NO
84	Sky Meadows/OH	Sky Meadows, LLC/614- 396-3200	Y	40	40	10/26/2009	9/9/2010	NO
85	Woda Old Hickory/OH	Woda Olde Hickory LP/614-396-3200	Y	36	36	11/16/2010	3/7/2012	NO
86	Honeybrook Greene/OH	Honeybrook Greene LP/614-396-3200	Υ	40	40	11/19/2010	3/25/2011	NO
87	Preston's Crossing/OH	Preston's Crossing LP/614- 396-3200	Y	24	24	12/27/2010	5/12/2011	NO
88	Lightner Greene/PA	Lightner Greene, LLC/614- 396-3200	Y	50	50	12/17/2010	8/10/2011	NO
89	Raystown Crossing/PA	Raystown Crossing	Y	50	50	12/29/2010	8/11/2011	NO
90	Cumberland Meadows/MD	LP/614-396-3200 Cumberland Meadows LP/614-396-3200	Υ	64	64	9/20/2011	10/4/2012	NO
91	Penn Square/MD	Penn North Partners LLLP/614-396-3200	Y	79	79	3/14/2011	7/24/2012	NO
92	Braddock's Greene/MD	Braddock's Greene,	Y	50	50	12/31/2010	3/21/2012	NO
93	Brentwood Greene/IN	Brentwood Greene,	Y	60	60	9/16/2010	8/29/2011	NO
94	Crowfield Greene/SC	LLC/614-396-3200 Crowfield Greene LP/614-	Y	42	42	12/29/2010	2/24/2011	NO
95	Jenny Greene/SC	396-3200 Jenny Greene LP/614-	Y	50	50	12/27/2010	2/24/2011	NO
		396-3200 Patterson Crossing LDHA	Y				8/9/2012	
96	Patterson Crossing/MI	LP/614-396-3200 Monarch Greene LP/614-		56	56	9/30/2010		NO
97	Monarch Greene/OH	396-3200 Richwood Greene	Y	44	44	12/20/2011	5/1/2012	NO
98	Richwood Greene/OH	LP/614-396-3200 Wayne Crossing LP/614-	Y	42	42	12/30/2011	12/19/2012	NO
99	Wayne Crossing/OH	396-3200	Y	48	48	10/24/2011	3/23/2012	NO
100	Pheasant Ridge/OH	Pheasant Ridge LP/614- 396-3200	Y	24	24	11/10/2011	4/13/2012	NO
		:	2nd PAGE TOTAL:	2,188	2,169			LIHTC as % of

GRAND TOTAL: 3,788 3,709 98% Total Unit

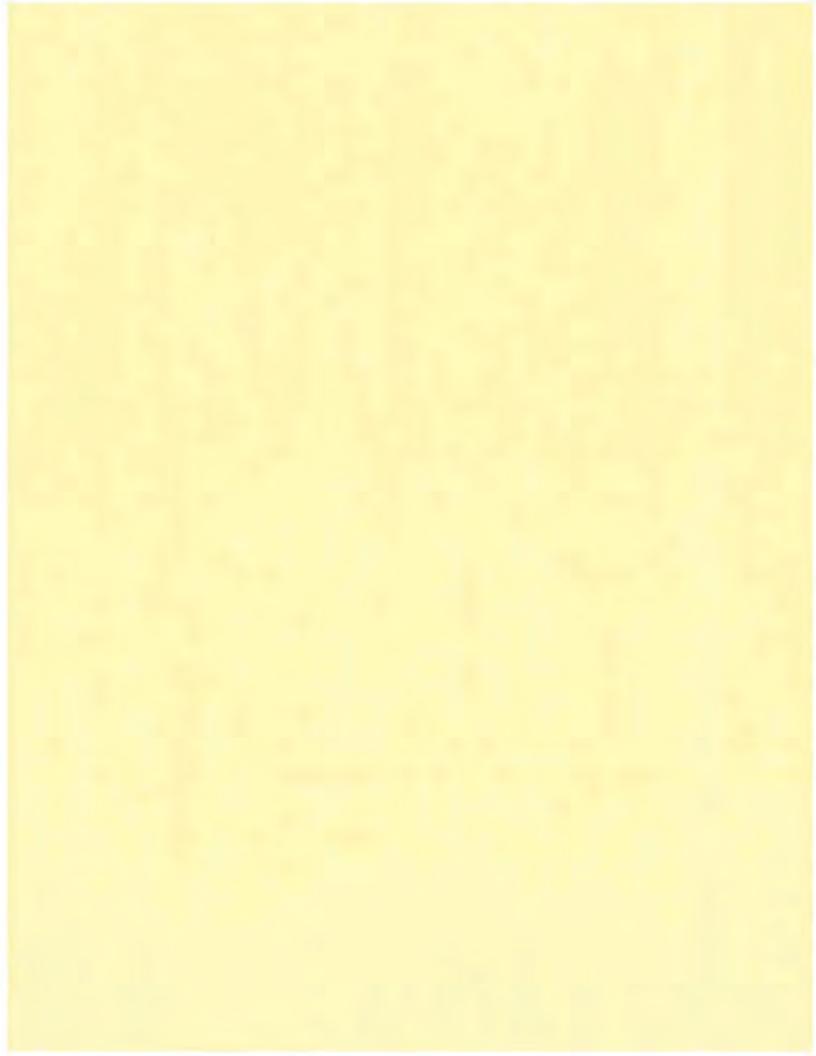
	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non- compliance Found? Y/N (Explain Yes)
101	Hattie Greene/OH	Hattie Greene LP/614-	Υ Υ	27	27	6/9/2011	5/1/2012	NO NO
102	Frontier Run/OH	396-3200 Frontier Run, LLC/614-396- 3200	Y	16	16	8/4/2010	9/7/2011	NO
103	Jeremy Park/OH	Jeremy Park, LLC/614-396- 3200	Y	36	36	9/1/2010	8/31/2011	NO
104	Joshua Landings/OH	Joshua Landings, LLC/614-396-3200	Y	40	40	11/1/2010	8/31/2011	NO
105	Moccasin Run/OH	Moccasin Run, LLC/614- 396-3200	Y	36	36	11/4/2010	9/7/2011	NO
106	Mallory Meadows/OH	Mallory Meadows, LLC/614-396-3200	Υ	24	24	8/12/2010	8/30/2011	NO
107	Ursula Park/OH	Ursula Park, LLC/614-396-	Y	36	36	10/20/2010	9/7/2011	NO
108	Mason Greene/KY	3200 Mason Greene LP/614-	Y	68	68	6/6/2011	11/16/2011	NO
109	Drake Crossing/PA	396-3200 Drake Crossing LP/614-	Y	30	30	10/3/2011	9/6/2012	NO
110	Woda Pinecrest Greene/SC	396-3200 Woda Pinecrest Greene LP/614-396-3200	Y	44	44	3/25/2011	6/30/2011	NO
111	McCalla Greene/MI	McCalla Greene, LLC/614-396-3200	Υ	32	32	11/30/2010	6/8/2012	NO
112	Sustainable Fellwood II/GA	Sustainable Fellwood II LP/614-396-3200	Υ	110	110	12/23/2011	8/17/2012	NO
113	Belle Prairie/OH	Belle Prairie LP/614-396- 3200	Y	40	40	8/13/2012	1/15/2013	NO
114	Sterling Greene/TN	Sterling Greene LP/614- 396-3200	Y	48	48	7/23/2012	12/21/2012	NO
115	Sustainable Fellwood III/GA	Sustainable Fellwood III LP/614-396-3200	Y	100	100	12/27/2011	11/15/2012	NO
116	City View Place/VA	City View Place LP/614- 396-3200	Υ	32	32	10/17/2012	5/28/2013	NO
117	Rosewood Manor/OH	Rosewood Manor LP/614- 396-3200	Υ	24	24	11/9/2007	11/9/2007	NO
118	Quaker Meadow/PA	Quaker Meadow,	Y	40	40	9/30/2011	5/9/2012	NO
119	Windjammer Greene/MI	LLC/614-396-3200 Windjammer Greene	Y	24	24	12/5/2012	11/18/2013	NO
120	Wood Creek/MI	LDHA LP/614-396-3200 Wood Creek LDHA	Y	32	32	12/28/2012	11/18/2013	NO
121	Koehler Crossing/MI	LP/614-396-3200 Koehler Crossing LDHA	Y	28	28	6/25/2012	3/29/2013	NO
122	Livingston Greene/MI	LP/614-396-3200 Livingston Greene LDHA	Y	32	32	8/21/2012	6/6/2013	NO
123	Oak Hollow/SC	LP/614-396-3200 Woda Oak Hollow LP/614- 396-3200	Y	44	44	5/25/2012	2/8/2013	NO
124	Anderson Crossing/IN	Anderson Crossing LP/614-396-3200	Y	92	92	11/13/2012	7/26/2013	NO
125	Woda Autumn Run/OH	Woda Autumn Run LP/614-396-3200	Υ	38	38	11/30/2012	4/10/2013	NO
126	Woda Raceland Meadows/KY	Woda Raceland Meadows LP/614-396-	Y	32	32	3/4/2013	6/28/2013	NO
127	Chestnut Greene/KY	3200 Chestnut Greene LP/614-	Y	24	24	1/31/2013	6/19/2013	NO
128	Pennington Crossing/TN	396-3200 Pennington Crossing	Y	48	48	12/10/2013	12/31/2013	NO
129	Xena Place/OH	LP/614-396-3200 Xena Place LP/614-396- 3200	Y	40	40	12/13/2012	6/3/2013	NO
130	Junction City Associates/OH	Junction City Associates LP/614-396-3200	Y	24	24	1/1/2013	6/3/2013	NO
131	Crawford Place/OH	Crawford Place LP/614- 396-3200	Y	30	30	1/1/2013	6/3/2013	NO
132	Clough Commons/OH	Clough Commons LP/614-	Y	46	46	11/21/2012	6/3/2013	NO
133	Schoenbrunn Greene/OH	396-3200 Schoenbrunn Greene LP/614-396-3200	Y	40	40	6/1/2013	1/15/2014	NO
134	Hayden Senior Housing/OH	Hayden Senior Housing LP/614-396-3200	Υ	44	44	12/31/2013	9/10/2014	NO
135	Heatly Crossing/OH	Heatly Crossing LP/614- 396-3200	Y	32	32	12/31/2013	10/23/2014	NO
136	The Lofts at Court and Main/OH	The Lofts at Court and Main LP/614-396-3200	Y	31	31	3/22/2013	7/16/2013	NO
137	Glen Abbey Crossing/KY	Glen Abbey Crossing	Y	24	24	7/31/2013	1/16/2014	NO
138	Saluda Commons/SC	LP/614-396-3200 Edgefield Greene LP/614- 396-3200	Y	40	40	5/13/2014	11/20/2014	NO
139	Washington School/OH	Washington School	Y	42	42	8/31/2014	9/22/2015	NO
140	Jacob's Crossing/OH	LP/614-396-3200 Jacob's Crossing LP/614-	Y	42	42	12/1/2013	4/9/2014	NO
141	Alston Park/OH	396-3200 Alston Park LP/614-396- 3200	Y	39	39	9/30/2013	12/2/2015	NO
142	Chelsea Greene/WV	Chelsea Greene LP/614-	Y	32	32	9/23/2013	5/19/2015	NO
143	Oak Valley Gardens/WV	396-3200 Oak Valley Gardens	Y	28	28	12/29/2014	5/19/2015	NO
144	New Forge Crossing/PA	LP/614-396-3200 New Forge Crossing	Y	60	60	6/26/2014	10/28/2015	NO
145	Mevers Greene/PA	LP/614-396-3200 Meyers Greene LP/614-	Y	52	52	1/13/2014	3/30/2014	NO
146	Lloyd House/MI	396-3200 Lloyd House LDHA LP/614-	Y	44	44	12/26/2013	9/15/2015	NO
147	Barton Greene/TN	396-3200 Barton Greene LP/614-	Y	50	50	12/30/2013	6/3/2014	NO
148	Dutch Ridge/WV	396-3200 Dutch Ridge LP/614-396-	Y	24	24	6/30/2013	12/11/2013	NO
149	Arneman Place/PA	3200 Arneman Place LP/614-	Y	50	50	12/31/2013	4/10/2015	NO
150	Columbus School/MD	396-3200 Columbus School LP/614-	Y	49	49	6/20/2014	11/16/2015	NO
151	Hilton-North Avenue/MD	396-3200 Hilton-North Avenue LP/614-396-3200	Y	63	63	9/19/2013	7/21/2015	NO
152	Prescott Greene/IN	Prescott Greene LP/614- 396-3200	Y	32	32	5/29/2013	6/17/2014	NO
153	Manistee Place/MI	Manistee Place LDHA LP/614-396-3200	Υ	46	46	11/21/2013	9/24/2014	NO
154	Bridgeview Greene/MI	Bridgeview Greene LDHA LP/614-396-3200	Υ	40	40	4/23/2013	11/18/2013	NO
155	Charters Cove/MI	Charters Cove LP/614- 396-3200	Y 3rd PAGE TOTAL:	24 2,245	24 2,245	8/30/2012	11/18/2013	NO
			SIG I AGE IUIAL:	2,243	2,243			LIHTC as % of

March   Marc		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)
Consider Sheer/AM	156	Cheboygan Shores/MI	Cheboygan Shores LDHA LP/614-396-3200	Υ	24	24	4/23/2012	11/18/2013	NO
	157	Crooked River/MI	Crooked River LDHA	Υ	16	16	10/31/2012	1/9/2014	NO
Homony Generic No.   Print P	158	Olde Mill/MI		Υ	24	24	9/25/2012	1/9/2014	NO
Dearly Portler/N	159	Harmony Greene/GA	Harmoney Greene	Y	50	50	10/11/2012	5/6/2013	NO
Bothey Country A   Selection From Part   Selection	160	•	Liberty Pointe LP/614-396-	Y	48	48			NO
Bernam Poilet   VA									
Bernard Former   Page		-							
	162		396-3200						
15	163	The Banks at Berkley/VA		Y	50	50	12/31/2016	2/8/2018	NO
Bernon Foreire VA   996-500   1	164		Manor, LLC/614-396-3200	Y	128	128	12/27/2017		NO
	165	Brennan Pointe II/VA	396-3200	Y	43	43	10/31/2018	6/21/2019	NO
Sedeon General Co.   98,5300   Y	166	The Banks at Berkley/VA	LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	NO
Buller Crossing/ICH	167	Seaborn Greene/SC		Y	40	40	6/26/2015	12/7/2015	NO
Majon Crasing/OH	168	Butler Crossing/SC	Butler Crossing LP/614-	Y	40	40	3/31/2016	11/17/2016	NO
Northside Dive Apartments/// Professional Dive Apartments/// 14-43-45-49-   40	169	Majors Crossing/OH	Majors Crossing LP/614-	Y	40	40	11/23/2015	6/29/2016	NO
171   Capital Greene/WV   Copital Greene (1964   Y   40   40   10/30/2015   12/21/2016   NO			Northside Drive						
Tooley Place/INC			3200 Capital Greene LP/614-						
Viewmont Square Court   No		•							
Transmission   Tran	1/2	Tooley ridce/NC	396-3200	ſ	36	36	9/11/2015	6/2/2016	NO
	173	Viewmont Square Court/NC	LLC/614-396-3200	Y	50	50			
Wood Boardmann Loke/Mill	174	Brookside Commons/MI	LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	NO
Celebratory (Information)   Pijel 14-396-3000   1   50   50   10/27/2016   6/14/2017   NO	175	Woda Boardman Lake/MI	LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	NO
Figure   Found   Figure   Found   Figure   Found   F	176	Greensburg Manor/OH	LP/614-396-3200	Υ	50	50	10/27/2016	6/14/2017	NO
Foyette Landing/OH	177	Willoughbeach Terrace/OH		Υ	50	50	9/30/2016	6/12/2017	NO
Oliver Crossing (JP/614-6-98-3-200)	178	Fayette Landing/OH	Fayette Landing LP/614-	Υ	36	36	11/30/2016	2/2/2018	NO
LaBelle Greene/WV	179	Oliver Crossing/TN	Oliver Crossing LP/614-	Y	24	24	11/21/2016	1/26/2017	NO
McCormick Greene/WV	180	LaBelle Greene/WV	LaBelle Greene LP/614-	Y	40	40	12/29/2016	11/20/2017	NO
Woodyard Greene/WV									
Pingle House/WV									
Bayridge Greene/MV									
Section   Sect	183	Pringle House/WV	3200	Y	40	40	9/16/2015	12/21/2016	NO
Breac Crossing/KY	184	Bayridge Greene/WV	396-3200	Y	40	40	8/25/2015	12/21/2016	NO
Deam Ridge/PA   Deam Ridge P/614-396- 3200   Temperature   Deam Ridge P/614-396- 3200   Temperature   Temperatur	185	Pebblecreek Crossing/KY	LP/396-3200	Y	48	48	2/6/2017	6/13/2017	NO
Bay	186	Breas Crossing/KY		Y	44	44	10/27/2016	4/17/2017	NO
Many Harvin Center/MD	187	Dawn Ridge/PA		Υ	58	58	12/18/2015	10/26/2017	NO
Freedman Point/VA	188	Mary Harvin Center/MD	Mary Harvin Center	Y	61	61	1/20/2016	5/11/2017	NO
Hidwortha Apartments/MI	189	Freedman Point/VA	Freedman Point LP/614-	Y	68	68	11/21/2019	TBD	NO
Boynton Village/GA	190		Hiawatha Apartments	Y	32	32		4/21/2017	NO
Silver Lokes/GA		-	LDHA LP/614-396-3200 Boynton Village LP/614-						
Saver Laces/LoA   3200   T   44   44   44   97/2/1016   97/14/2017   NO									
Everts HII/OH   3,000   Y   49   49   12/21/2017   17/7/2019   NO			3200						
195	193	Everts Hill/OH	3200		49	49			NO
Tistan Ridge/KY	194	Emerald Gardens/WV	396-3200	Y	42	42	12/15/2017	11/30/2018	NO
1976	195	Terrapin Park/WV	LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	NO
Nelsonville School   Commons/OH   Commons/	196	Tristan Ridge/KY	Tristan Ridge LP/614-396-	Y	44	44	12/22/2017	6/25/2018	NO
ATZ Place/IN   ATZ Place IP/614-396-300   Y   38   38   9/27/2017   8/16/2018   NO	197		Nelsonville School Commons LP/614-396-	Y	33	33	12/5/2017	11/9/2018	NO
Parrish Greene (P/614-   Y   28   28   7/28/2017   2/9/2018   NO	198	ATZ Place/IN	ATZ Place LP/614-396-	Y	38	38	9/27/2017	8/16/2018	NO
200   Enchanted Glen/MI   Enchanted Glen LDHA   Y   36   36   2/7/2017   5/21/2018   NO			Parrish Greene LP/614-	Y	28	28		2/9/2018	NO
Def			Enchanted Glen LDHA						
202   Thompson Greene/PA   Thompson Greene   PA   So   So   9/28/2016   8/23/2018   NO			Penn Square II LP/614-						
Inditiport reference   Inditiport   Inditination   Indianation   I									
3200   1   30   30   180   1			LP/614-396-3200						
1	203		3200						
Pickla-396-3000   Y   60   60   12/28/2018   11/26/2019   NO	204	Wheatland Crossing/OH	LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	NO
206         Crystal Valley Manor/IN         Crystal Valley Manor         Y         40         40         9/24/2018         5/3/2019         NO           207         Shepard Greene/NC         Shepard Greene IP/614- 396-3200         Y         50         50         12/28/2018         10/17/2019         NO           208         Butter Crossing II/SC         Butter Crossing II IP/614- 396-3200         Y         42         42         7/8/2019         2/24/2020         NO           209         Grand View Place/MI         Grand View Place IDHA LP/614-396-3200         Y         68         68         12/29/2017         11/7/2019         NO           210         Cavalier Greene /MI         Cavalier Greene IDHA LP/614-396-3200         Y         40         40         12/8/2017         4/18/2019         NO	205	White Oak Crossing/TN	LP/614-396-3200	Υ	60	60	12/28/2018	11/26/2019	NO
Shepard Greene/NC   Shepard Greene LP/614-   Y   50   50   12/28/2018   10/17/2019   NO	206	Crystal Valley Manor/IN	Crystal Valley Manor	Y	40	40	9/24/2018	5/3/2019	NO
208         Butter Crossing II/SC         Butter Crossing II/P6/14 pt.         Y         42         42         7/8/2019         2/24/2020         NO           209         Grand View Place/MI         Grand View Place LDHA LP/61.4-396-3200         Y         68         68         12/29/2017         11/7/2019         NO           210         Cavalier Greene/MI         Cavalier Greene LDHA LP/614-396-3200         Y         40         40         12/8/2017         4/18/2019         NO	207	Shepard Greene/NC	Shepard Greene LP/614-	Υ	50	50	12/28/2018	10/17/2019	NO
209 Grand View Place/MI Grand Wew Place LDHA LP/614-396-3200 L210 Cavalier Greene LDHA LP/614-396-3200 44h PAGETOTAL: 2.533 2.533	208	Butler Crossing II/SC	Butler Crossing II LP/614-	Υ	42	42	7/8/2019	2/24/2020	NO
210 Cavalier Greene/MI Covalier Greene LDHA Y 40 40 12/8/2017 4/18/2019 NO 4/18/201	209		Grand View Place LDHA	Y	68	68	12/29/2017	11/7/2019	NO
LP/614-396-3200 4th PAGE TOTAL: 2,533 2,533	210		Cavalier Greene LDHA						
			LP/614-396-3200						LIHTC as % of

# 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- compliand Found? Y/ (Explain Ye
Portland School/MI	Portland School LDHA LP/614-396-3200	Y	29	29	12/27/2017	7/2/2019	NO
Mallalieu Pointe/GA	Mallalieu Pointe LP/614- 396-3200	Y	67	67	3/30/2018	3/7/2019	NO
Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	NO
		5th PAGE TOTAL:	146	146			

LIHTC as % of GRAND TOTAL: 8,712 8,633 99% Total Unit





Development Name: Lambert Landing

Name of Applicant: Lambert Landing Limited Partnership

#### INSTRUCTIONS:

- 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.

  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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

	Use separate pages as ne Woda Cooper C		Controllin			ed' Managing		=,
	Principal's Name:			Membe	r of Propos	ed property?*	Y or N	
		Name of Ownership Entity	CGP or 'Named' Managing Member at the time of	Total Dev.	Total Low Income	Placed in	8609(s) Issue Date	Uncorrected 8823's? (Y/N)
1	Development Name/Location	and Phone Number Abby's Crossing LP/614-396-	dev.? (Y/N)*	Units 42	Units 42	Service Date		Explain "Y"
	Abby's Crossing/OH	3200 Alexander Yard LP/614-396-				10/29/2008	8/3/2009	
2	Alexander Yard/OH	3200 Woda Arlington Greene,	Y	42	42	12/14/2007	12/18/2008	NO
3	Arlington Greene/KY	LLC/614-396-3200 Ashburn Greene, LLC/614-396-	Y	40	40	12/30/2004	3/3/2006	NO
4	Ashburn Greene/OH	3200 Aspen Greene LP/614-396-	Y	40	34	12/29/2004	2/27/2006	NO
5	Aspen Greene/OH	3200  Beaumont Greene, LLC/614-	Y	48	48	12/31/2005	1/23/2007	NO
6	Beaumont Greene/OH	396-3200	Y	40	40	12/27/2007	8/5/2008	NO
7	Beaumont Place/OH	Mid Ohio Housing, LLC/614- 396-3200	Y	12	12	12/28/2007	3/3/2009	NO
8	Canterbury Place/WV	Canterbury Place, LLC/614- 396-3200	Y	50	50	12/13/2004	12/22/2004	NO
9	Cedar Glen II/WV	Cedar Glen II LP/614-396-3200	Y	51	50	12/18/2006	10/3/2008	NO
10	Chartwell Greene/OH	Lockwood Housing, LLC/614- 396-3200	Υ	40	40	12/20/2007	12/2/2008	NO
11	Clay Meadows/OH	Clay Meadows LP/614-396- 3200	Y	48	48	10/10/2008	3/13/2009	NO
12	Clover Ridge/OH	Clover Ridge, LLC/614-396- 3200	Υ	24	24	2/5/2009	11/10/2009	NO
13	Coventry House/OH	Seneca Coventry House, LLC/614-396-3200	Y	30	25	12/31/2004	2/7/2007	NO
14	Crossroads Meadow/PA	Crossroads Meadow, LLC/614- 396-3200	Y	51	51	11/19/2007	6/10/2008	NO
15	Devon House/OH	Devon House, LLC/614-396- 3200	Y	40	34	12/1/2004	7/20/2005	NO
16	Doranne Green/OH	Woda Doranne Greene, LLC/614-396-3200	Y	49	49	8/30/2008	7/1/2008	NO
17	East Newark Homes/OH	East Newark Homes, LLC/614- 396-3200	Y	40	40	10/5/2007	12/2/2008	NO
18	Edward's Crossing/WV	Edwards's Crossing, LLC/614- 396-3200	Y	44	44	12/9/2004	12/21/2004	NO
19	Edward's Crossing II/WV	Edwards's Crossing II, LLC/614- 396-3200	Y	44	44	11/30/2005	11/17/2006	NO
20	Essex Place/OH	Essex Place Senior LP/614-396-	Y	42	33	4/25/2003	2/5/2004	NO
21	Fox Run Crossing/OH	3200 Fox Run Crossing, LLC/614-396-	Y	50	50	11/21/2006	4/20/2007	NO
22	Frankfort Place/OH	3200 Frankfort Place LP/614-396-	Y	20	20	12/31/2004	11/1/2005	NO
23	Grace Meadows/OH	3200 Grace Meadows LP/614-396-	Y	40	40	8/8/2008	7/14/2009	NO
24	Hampton Pointe/MI	3200 Hampton Pointe, LLC/614-396-	Y	24	24	6/24/2008	11/12/2009	NO
25	Heathermoor II/WV	3200 Heathermoor II LP/614-396-	Y	32	32	12/15/2005	9/24/2008	NO
26	Heritage Greene/OH	3200 Woda Heritage Greene,	Y	50	50	10/4/2006	4/20/2007	NO
27	Heritage House/WV	LLC/614-396-3200 Heritage House LP/614-396-	Y	50	50	12/30/2004	11/15/2006	NO
28	Hickory Meadow/PA	3200 Hickory Meadow, LLC/614-396-	Y	51	51	12/28/2007	6/30/2008	NO
29	Jamestown Place/OH	3200 Jamestown Place LP/614-396-	Y	24	24	12/14/2001	9/27/2004	NO
30	Laurel Greene/OH	3200 Laurel Greene, LLC/614-396-	Y	40	32	8/31/2004	8/29/2005	NO
		3200						
31	Laurelhurst/OH	Laurelhurst, LLC/614-396-3200 Leewood Place, LLC/614-396-	Y	44	35	12/31/2003	7/23/2004	NO
32	Leewood Place/OH	3200 Lockwood Housing, LLC/614-	Y	40	32	12/1/2003	3/1/2005	NO
33	Lockwood Greene/OH	396-3200 Lockwood Housing, LLC/614-	Y	26	26	11/30/2007	2/17/2009	NO
34	Lockwood Station/OH	396-3200 Luke's Crossing LP/614-396-	Y	6	6	12/26/2007	12/2/2008	NO
35	Luke's Crossing/OH	3200	Y	40	40	11/10/2008	1/29/2010	NO
36	Meadow Glen/OH	Woda Meadow Glen LP/614- 396-3200 Meridian Greene, LLC/614-396-	Y	50	42	12/31/2004	10/12/2006	NO
37	Meridian Greene/OH	3200	Y	66	66	12/28/2005	3/1/2007	NO
38	Meridian Greene II/OH	Meridian Greene II, LLC/614- 396-3200	Y	40	40	12/27/2007	7/17/2008	NO
39	Muirwood Greene/WV	Muirwood Greene LP/614-396- 3200	Υ	50	50	4/30/2004	12/9/2004	NO
40	Norwood GreeneOH	Norwood Greene, LLC/614- 396-3200	Y	40	40	11/25/2008	11/18/2009	NO

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

1st PAGE TOTAL:

1,600 1,540 LIHTC as % of 96% Total Units

	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	Oakmont Greene II/WV	Oakmont Greene II, LLC/614-396-3200	Υ	50	50	12/23/2005	12/7/2007	NO
47	Paigelynn Place/OH	Paigelynn Place, LLC/614- 396-3200	Y	60	60	10/21/2005	12/21/2007	NO
48	Paint Landing/KY	Paint Landing, LLC/614- 396-3200	Υ	24	24	12/28/2007	6/3/2008	NO
49	Paint Lick Station/KY	Paint Lick Station, LLC/614-396-3200	Y	24	24	12/28/2007	6/3/2008	NO
50	Patrick Place/OH	Patrick Place LP/614-396- 3200	Y	24	24	9/1/2005	3/20/2007	NO
51	Pembrook Greene/OH	Pembrook Greene,	Y	18	18	12/12/2008	7/30/2009	NO
52	Providence Greene/WV	LLC/614-396-3200 Providence Greene,	Y	50	50	12/29/2005	12/4/2007	NO
		LLC/614-396-3200 Providence Greene II,						
53	Providence Greene II/WV	LLC/614-396-3200	Y	50	50	11/27/2006	12/3/2008	NO
54	Quail Meadow/OH	Woda Quail Meadow, LLC/614-396-3200	Y	50	50	12/19/2006	4/17/2007	NO
55	Riverbirch Greene/OH	Riverbirch Greene, LLC/614-396-3200	Υ	60	51	12/29/2004	6/10/2005	NO
56	Riverview Place/OH	Riverview Place LP/614- 396-3200	Y	33	33	12/31/2003	6/10/2005	NO
57	Russell's Place/OH	Russell's Place, LLC/614- 396-3200	Υ	32	32	12/29/2006	6/18/2007	NO
58	Sawgrass Greene/KY	Sawgrass Greene, LLC/614-396-3200	Y	54	54	12/22/2005	2/8/2007	NO
59	Stoney Ridge/OH	Cadiz Homes LP/614-396-	Y	28	28	11/28/2003	7/14/2004	NO
60	Stableford Crossing/OH	3200 Stableford Crossing,	Y	18	18	10/2/2008	8/4/2009	NO
61	Tibbits Greene/MI	LLC/614-396-3200 Tibbits Greene, LLC/614-	Y	24	24	12/21/2007	9/28/2009	NO
62	Tremont Greene/OH	396-3200 Tremont Greene, LLC/614-	Y	40	34			NO
		396-3200 Troon Crossing, LLC/614-			-	12/28/2004	9/22/2005	
63	Troon Crossing/OH	396-3200 Ohio Valley Housing,	Y	60	60	12/29/2006	4/26/2007	NO
64	Valley Greene/OH	LLC/614-396-3200	Y	24	24	8/31/2007	11/19/2008	NO
65	Valley View/TN	Valley View LP/614-396- 3200	Y	64	64	12/4/2003	4/18/2005	NO
66	Victoria Place/OH	Victoria Place LP/614-396- 3200	Y	30	30	12/31/2003	7/8/2004	NO
67	Victory Place/WV	Victory Place, LLC/614- 396-3200	Υ	50	50	12/29/2005	11/13/2007	NO
68	Webster Glen/OH	Woda Adams County Housing, LLC/614-396- 3200	Υ	12	12	11/9/2007	9/30/2009	NO
69	Webster Greene/OH	Woda Adams County Housing, LLC/614-396- 3200	Υ	36	36	9/1/2007	9/30/2009	NO
70	Wesley Yard/OH	Wesley Yard, LLC/614-396- 3200	Y	46	46	12/15/2008	10/16/2009	NO
71	Whitman Crossing/MI	Whitman Crossing,	Y	24	24	12/21/2007	12/29/2008	NO
72		LLC/614-396-3200						-
73	Zachary's Crossing/OH	Zachary's Crossing, LLC/614-396-3200	Y	40	40	12/15/2005	4/10/2006	NO
74	Ardmore Crossing/OH	Ardmore Crossng, LLC/614-396-3200	Υ	50	50	10/9/2009	8/17/2010	NO
75	Connolly Park/PA	Connolly Park, LLC/614- 396-3200	Y	32	32	10/7/2010	6/11/2010	NO
76	Fairway Crossing/OH	Fairway Crossing LP/614-	Y	36	36	11/27/2009	2/4/2011	NO
77	Forest Edge/OH	396-3200 Forest Edge, LLC/614-396-	Y	36	36	7/29/2009	8/16/2010	NO
	Gables at Countryside Lane	3200 Gables at Countryside					0,10,2010	
78	II/OH	Lane II, LLC/614-396-3200 Hallet Crossing, LLC/614-	Y	24	24	8/28/2006	4/17/2007	NO
79	Hallet Crossing/MI	396-3200 Orchard Glen, LLC/614-	Y	24	24	11/19/2008	10/7/2010	NO
80	Orchard Glen/OH	396-3200 Ridgewood Greene,	Y	32	32	9/30/2009	9/23/2010	NO
81	Ridgewood Greene/OH	LLC/614-396-3200 Svcamore House LDHA	Y	40	40	11/11/2008	5/7/2010	NO
82	Sycamore House/MI	LP/614-396-3200	Y	40	36	12/22/2009	12/13/2011	NO
83	Madison Grove/PA	Madison Grove, LLC/614- 396-3200	Y	50	50	7/24/2010	3/25/2011	NO
84	Sky Meadows/OH	Sky Meadows, LLC/614- 396-3200	Y	40	40	10/26/2009	9/9/2010	NO
85	Woda Old Hickory/OH	Woda Olde Hickory LP/614-396-3200	Y	36	36	11/16/2010	3/7/2012	NO
86	Honeybrook Greene/OH	Honeybrook Greene LP/614-396-3200	Υ	40	40	11/19/2010	3/25/2011	NO
87	Preston's Crossing/OH	Preston's Crossing LP/614- 396-3200	Y	24	24	12/27/2010	5/12/2011	NO
88	Lightner Greene/PA	Lightner Greene, LLC/614- 396-3200	Y	50	50	12/17/2010	8/10/2011	NO
89	Raystown Crossing/PA	Raystown Crossing	Y	50	50	12/29/2010	8/11/2011	NO
90	Cumberland Meadows/MD	LP/614-396-3200 Cumberland Meadows LP/614-396-3200	Υ	64	64	9/20/2011	10/4/2012	NO
91	Penn Square/MD	Penn North Partners LLLP/614-396-3200	Y	79	79	3/14/2011	7/24/2012	NO
92	Braddock's Greene/MD	Braddock's Greene,	Y	50	50	12/31/2010	3/21/2012	NO
93	Brentwood Greene/IN	Brentwood Greene,	Y	60	60	9/16/2010	8/29/2011	NO
94	Crowfield Greene/SC	LLC/614-396-3200 Crowfield Greene LP/614-	Y	42	42	12/29/2010	2/24/2011	NO
95	Jenny Greene/SC	396-3200 Jenny Greene LP/614-	Y	50	50	12/27/2010	2/24/2011	NO
		396-3200 Patterson Crossing LDHA	Y				8/9/2012	
96	Patterson Crossing/MI	LP/614-396-3200 Monarch Greene LP/614-		56	56	9/30/2010		NO
97	Monarch Greene/OH	396-3200 Richwood Greene	Y	44	44	12/20/2011	5/1/2012	NO
98	Richwood Greene/OH	LP/614-396-3200 Wayne Crossing LP/614-	Y	42	42	12/30/2011	12/19/2012	NO
99	Wayne Crossing/OH	396-3200	Y	48	48	10/24/2011	3/23/2012	NO
100	Pheasant Ridge/OH	Pheasant Ridge LP/614- 396-3200	Y	24	24	11/10/2011	4/13/2012	NO
		:	2nd PAGE TOTAL:	2,188	2,169			LIHTC as % of

GRAND TOTAL: 3,788 3,709 98% Total Unit

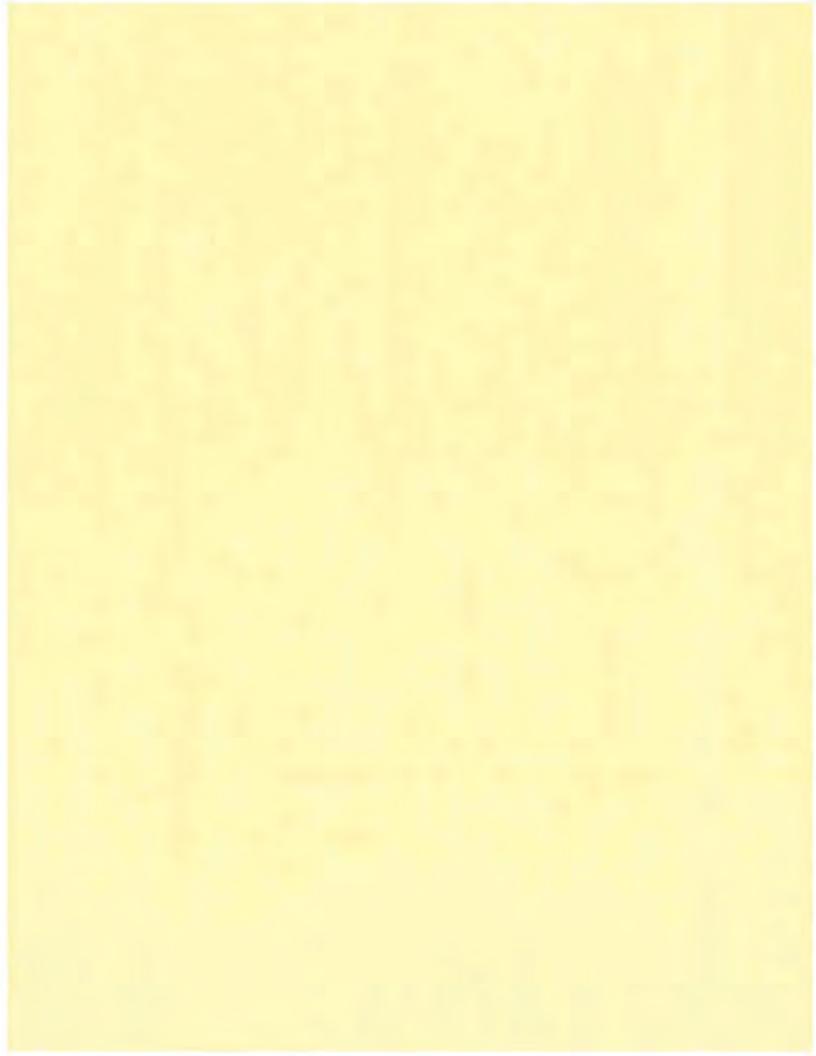
	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non- compliance Found? Y/N (Explain Yes)
101	Hattie Greene/OH	Hattie Greene LP/614-	Υ Υ	27	27	6/9/2011	5/1/2012	NO NO
102	Frontier Run/OH	396-3200 Frontier Run, LLC/614-396- 3200	Y	16	16	8/4/2010	9/7/2011	NO
103	Jeremy Park/OH	Jeremy Park, LLC/614-396- 3200	Y	36	36	9/1/2010	8/31/2011	NO
104	Joshua Landings/OH	Joshua Landings, LLC/614-396-3200	Y	40	40	11/1/2010	8/31/2011	NO
105	Moccasin Run/OH	Moccasin Run, LLC/614- 396-3200	Y	36	36	11/4/2010	9/7/2011	NO
106	Mallory Meadows/OH	Mallory Meadows, LLC/614-396-3200	Υ	24	24	8/12/2010	8/30/2011	NO
107	Ursula Park/OH	Ursula Park, LLC/614-396-	Y	36	36	10/20/2010	9/7/2011	NO
108	Mason Greene/KY	3200 Mason Greene LP/614-	Y	68	68	6/6/2011	11/16/2011	NO
109	Drake Crossing/PA	396-3200 Drake Crossing LP/614-	Y	30	30	10/3/2011	9/6/2012	NO
110	Woda Pinecrest Greene/SC	396-3200 Woda Pinecrest Greene LP/614-396-3200	Y	44	44	3/25/2011	6/30/2011	NO
111	McCalla Greene/MI	McCalla Greene, LLC/614-396-3200	Υ	32	32	11/30/2010	6/8/2012	NO
112	Sustainable Fellwood II/GA	Sustainable Fellwood II LP/614-396-3200	Υ	110	110	12/23/2011	8/17/2012	NO
113	Belle Prairie/OH	Belle Prairie LP/614-396- 3200	Y	40	40	8/13/2012	1/15/2013	NO
114	Sterling Greene/TN	Sterling Greene LP/614- 396-3200	Y	48	48	7/23/2012	12/21/2012	NO
115	Sustainable Fellwood III/GA	Sustainable Fellwood III LP/614-396-3200	Y	100	100	12/27/2011	11/15/2012	NO
116	City View Place/VA	City View Place LP/614- 396-3200	Υ	32	32	10/17/2012	5/28/2013	NO
117	Rosewood Manor/OH	Rosewood Manor LP/614- 396-3200	Υ	24	24	11/9/2007	11/9/2007	NO
118	Quaker Meadow/PA	Quaker Meadow,	Y	40	40	9/30/2011	5/9/2012	NO
119	Windjammer Greene/MI	LLC/614-396-3200 Windjammer Greene	Y	24	24	12/5/2012	11/18/2013	NO
120	Wood Creek/MI	LDHA LP/614-396-3200 Wood Creek LDHA	Y	32	32	12/28/2012	11/18/2013	NO
121	Koehler Crossing/MI	LP/614-396-3200 Koehler Crossing LDHA	Y	28	28	6/25/2012	3/29/2013	NO
122	Livingston Greene/MI	LP/614-396-3200 Livingston Greene LDHA	Y	32	32	8/21/2012	6/6/2013	NO
123	Oak Hollow/SC	LP/614-396-3200 Woda Oak Hollow LP/614- 396-3200	Y	44	44	5/25/2012	2/8/2013	NO
124	Anderson Crossing/IN	Anderson Crossing LP/614-396-3200	Y	92	92	11/13/2012	7/26/2013	NO
125	Woda Autumn Run/OH	Woda Autumn Run LP/614-396-3200	Υ	38	38	11/30/2012	4/10/2013	NO
126	Woda Raceland Meadows/KY	Woda Raceland Meadows LP/614-396-	Y	32	32	3/4/2013	6/28/2013	NO
127	Chestnut Greene/KY	3200 Chestnut Greene LP/614-	Y	24	24	1/31/2013	6/19/2013	NO
128	Pennington Crossing/TN	396-3200 Pennington Crossing	Y	48	48	12/10/2013	12/31/2013	NO
129	Xena Place/OH	LP/614-396-3200 Xena Place LP/614-396- 3200	Y	40	40	12/13/2012	6/3/2013	NO
130	Junction City Associates/OH	Junction City Associates LP/614-396-3200	Y	24	24	1/1/2013	6/3/2013	NO
131	Crawford Place/OH	Crawford Place LP/614- 396-3200	Y	30	30	1/1/2013	6/3/2013	NO
132	Clough Commons/OH	Clough Commons LP/614-	Y	46	46	11/21/2012	6/3/2013	NO
133	Schoenbrunn Greene/OH	396-3200 Schoenbrunn Greene LP/614-396-3200	Y	40	40	6/1/2013	1/15/2014	NO
134	Hayden Senior Housing/OH	Hayden Senior Housing LP/614-396-3200	Υ	44	44	12/31/2013	9/10/2014	NO
135	Heatly Crossing/OH	Heatly Crossing LP/614- 396-3200	Y	32	32	12/31/2013	10/23/2014	NO
136	The Lofts at Court and Main/OH	The Lofts at Court and Main LP/614-396-3200	Y	31	31	3/22/2013	7/16/2013	NO
137	Glen Abbey Crossing/KY	Glen Abbey Crossing	Y	24	24	7/31/2013	1/16/2014	NO
138	Saluda Commons/SC	LP/614-396-3200 Edgefield Greene LP/614- 396-3200	Y	40	40	5/13/2014	11/20/2014	NO
139	Washington School/OH	Washington School	Y	42	42	8/31/2014	9/22/2015	NO
140	Jacob's Crossing/OH	LP/614-396-3200 Jacob's Crossing LP/614-	Y	42	42	12/1/2013	4/9/2014	NO
141	Alston Park/OH	396-3200 Alston Park LP/614-396- 3200	Y	39	39	9/30/2013	12/2/2015	NO
142	Chelsea Greene/WV	Chelsea Greene LP/614-	Y	32	32	9/23/2013	5/19/2015	NO
143	Oak Valley Gardens/WV	396-3200 Oak Valley Gardens	Y	28	28	12/29/2014	5/19/2015	NO
144	New Forge Crossing/PA	LP/614-396-3200 New Forge Crossing	Y	60	60	6/26/2014	10/28/2015	NO
145	Mevers Greene/PA	LP/614-396-3200 Meyers Greene LP/614-	Y	52	52	1/13/2014	3/30/2014	NO
146	Lloyd House/MI	396-3200 Lloyd House LDHA LP/614-	Y	44	44	12/26/2013	9/15/2015	NO
147	Barton Greene/TN	396-3200 Barton Greene LP/614-	Y	50	50	12/30/2013	6/3/2014	NO
148	Dutch Ridge/WV	396-3200 Dutch Ridge LP/614-396-	Y	24	24	6/30/2013	12/11/2013	NO
149	Arneman Place/PA	3200 Arneman Place LP/614-	Y	50	50	12/31/2013	4/10/2015	NO
150	Columbus School/MD	396-3200 Columbus School LP/614-	Y	49	49	6/20/2014	11/16/2015	NO
151	Hilton-North Avenue/MD	396-3200 Hilton-North Avenue LP/614-396-3200	Y	63	63	9/19/2013	7/21/2015	NO
152	Prescott Greene/IN	Prescott Greene LP/614- 396-3200	Y	32	32	5/29/2013	6/17/2014	NO
153	Manistee Place/MI	Manistee Place LDHA LP/614-396-3200	Υ	46	46	11/21/2013	9/24/2014	NO
154	Bridgeview Greene/MI	Bridgeview Greene LDHA LP/614-396-3200	Υ	40	40	4/23/2013	11/18/2013	NO
155	Charters Cove/MI	Charters Cove LP/614- 396-3200	Y 3rd PAGE TOTAL:	24 2,245	24 2,245	8/30/2012	11/18/2013	NO
			SIG I AGE IUIAL:	2,243	2,243			LIHTC as % of

March   Marc		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)
Consider Sheer/AM	156	Cheboygan Shores/MI	Cheboygan Shores LDHA LP/614-396-3200	Υ	24	24	4/23/2012	11/18/2013	NO
	157	Crooked River/MI	Crooked River LDHA	Υ	16	16	10/31/2012	1/9/2014	NO
Homony Generic No.   Print P	158	Olde Mill/MI		Υ	24	24	9/25/2012	1/9/2014	NO
Dearly Portler/N	159	Harmony Greene/GA	Harmoney Greene	Y	50	50	10/11/2012	5/6/2013	NO
Bothey Country A   Selection From Part   Selection	160	•	Liberty Pointe LP/614-396-	Y	48	48			NO
Bernam Poilet   VA									
Bernard Former   Page		-							
	162		396-3200						
15	163	The Banks at Berkley/VA		Y	50	50	12/31/2016	2/8/2018	NO
Bernon Foreire VA   996-500   1	164		Manor, LLC/614-396-3200	Y	128	128	12/27/2017		NO
	165	Brennan Pointe II/VA	396-3200	Y	43	43	10/31/2018	6/21/2019	NO
Sedeon General Co.   98,5300   Y	166	The Banks at Berkley/VA	LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	NO
Buller Crossing/ICH	167	Seaborn Greene/SC		Y	40	40	6/26/2015	12/7/2015	NO
Majon Crasing/OH	168	Butler Crossing/SC	Butler Crossing LP/614-	Y	40	40	3/31/2016	11/17/2016	NO
Northside Dive Apartments/// Professional Dive Apartments/// 14-43-45-49-   40	169	Majors Crossing/OH	Majors Crossing LP/614-	Y	40	40	11/23/2015	6/29/2016	NO
171   Capital Greene/WV   Copital Greene (1964   Y   40   40   10/30/2015   12/21/2016   NO			Northside Drive						
Tooley Place/INC			3200 Capital Greene LP/614-						
Viewmont Square Court   No		•							
Transmission   Tran	1/2	Tooley ridce/NC	396-3200	ſ	36	36	9/11/2015	6/2/2016	NO
	173	Viewmont Square Court/NC	LLC/614-396-3200	Y	50	50			
Wood Boardmann Loke/Mill	174	Brookside Commons/MI	LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	NO
Celebratory (Information)   Pijel 14-396-3000   1   50   50   10/27/2016   6/14/2017   NO	175	Woda Boardman Lake/MI	LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	NO
Figure   Found   Figure   Found   Figure   Found   F	176	Greensburg Manor/OH	LP/614-396-3200	Υ	50	50	10/27/2016	6/14/2017	NO
Foyette Landing/OH	177	Willoughbeach Terrace/OH		Υ	50	50	9/30/2016	6/12/2017	NO
Oliver Crossing (JP/614-6-98-3-200)	178	Fayette Landing/OH	Fayette Landing LP/614-	Υ	36	36	11/30/2016	2/2/2018	NO
LaBelle Greene/WV	179	Oliver Crossing/TN	Oliver Crossing LP/614-	Y	24	24	11/21/2016	1/26/2017	NO
McCormick Greene/WV	180	LaBelle Greene/WV	LaBelle Greene LP/614-	Y	40	40	12/29/2016	11/20/2017	NO
Woodyard Greene/WV									
Pingle House/WV									
Bayridge Greene/MV									
Section   Sect	183	Pringle House/WV	3200	Y	40	40	9/16/2015	12/21/2016	NO
Breac Crossing/KY	184	Bayridge Greene/WV	396-3200	Y	40	40	8/25/2015	12/21/2016	NO
Deam Ridge/PA   Deam Ridge P/614-396- 3200   Temperature   Deam Ridge P/614-396- 3200   Temperature   Temperatur	185	Pebblecreek Crossing/KY	LP/396-3200	Y	48	48	2/6/2017	6/13/2017	NO
Bay	186	Breas Crossing/KY		Y	44	44	10/27/2016	4/17/2017	NO
Many Harvin Center/MD	187	Dawn Ridge/PA		Υ	58	58	12/18/2015	10/26/2017	NO
Freedman Point/VA	188	Mary Harvin Center/MD	Mary Harvin Center	Υ	61	61	1/20/2016	5/11/2017	NO
Hidwortha Apartments/MI	189	Freedman Point/VA	Freedman Point LP/614-	Y	68	68	11/21/2019	TBD	NO
Boynton Village/GA	190		Hiawatha Apartments	Y	32	32		4/21/2017	NO
Silver Lokes/GA		-	LDHA LP/614-396-3200 Boynton Village LP/614-						
Saver Laces/LoA   3200   T   44   44   44   97/2/1016   97/14/2017   NO									
Everts HII/OH   3,000   Y   49   49   12/21/2017   17/7/2019   NO			3200						
195	193	Everts Hill/OH	3200		49	49			NO
Tistan Ridge/KY	194	Emerald Gardens/WV	396-3200	Y	42	42	12/15/2017	11/30/2018	NO
1976	195	Terrapin Park/WV	LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	NO
Nelsonville School   Commons/OH   Commons/	196	Tristan Ridge/KY	Tristan Ridge LP/614-396-	Y	44	44	12/22/2017	6/25/2018	NO
ATZ Place/IN   ATZ Place IP/614-396-300   Y   38   38   9/27/2017   8/16/2018   NO	197		Nelsonville School Commons LP/614-396-	Y	33	33	12/5/2017	11/9/2018	NO
Parrish Greene (P/614-   Y   28   28   7/28/2017   2/9/2018   NO	198	ATZ Place/IN	ATZ Place LP/614-396-	Y	38	38	9/27/2017	8/16/2018	NO
200   Enchanted Glen/MI   Enchanted Glen LDHA   Y   36   36   2/7/2017   5/21/2018   NO			Parrish Greene LP/614-	Y	28	28		2/9/2018	NO
Def			Enchanted Glen LDHA						
202   Thompson Greene/PA   Thompson Greene   PA   So   So   9/28/2016   8/23/2018   NO			Penn Square II LP/614-						
Inditiport reference   Inditiport   Inditination   Indianation   I									
3200   1   30   30   180   1			LP/614-396-3200						
1	203		3200						
Pickla-396-3000   Y   60   60   12/28/2018   11/26/2019   NO	204	Wheatland Crossing/OH	LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	NO
206         Crystal Valley Manor/IN         Crystal Valley Manor         Y         40         40         9/24/2018         5/3/2019         NO           207         Shepard Greene/NC         Shepard Greene IP/614- 396-3200         Y         50         50         12/28/2018         10/17/2019         NO           208         Butter Crossing II/SC         Butter Crossing II IP/614- 396-3200         Y         42         42         7/8/2019         2/24/2020         NO           209         Grand View Place/MI         Grand View Place IDHA LP/614-396-3200         Y         68         68         12/29/2017         11/7/2019         NO           210         Cavalier Greene /MI         Cavalier Greene IDHA LP/614-396-3200         Y         40         40         12/8/2017         4/18/2019         NO	205	White Oak Crossing/TN	LP/614-396-3200	Υ	60	60	12/28/2018	11/26/2019	NO
Shepard Greene/NC   Shepard Greene LP/614-   Y   50   50   12/28/2018   10/17/2019   NO	206	Crystal Valley Manor/IN	Crystal Valley Manor	Y	40	40	9/24/2018	5/3/2019	NO
208         Butter Crossing II/SC         Butter Crossing II/P6/14 pt.         Y         42         42         7/8/2019         2/24/2020         NO           209         Grand View Place/MI         Grand View Place LDHA LP/61.4-396-3200         Y         68         68         12/29/2017         11/7/2019         NO           210         Cavalier Greene/MI         Cavalier Greene LDHA LP/614-396-3200         Y         40         40         12/8/2017         4/18/2019         NO	207	Shepard Greene/NC	Shepard Greene LP/614-	Υ	50	50	12/28/2018	10/17/2019	NO
209 Grand View Place/MI Grand Wew Place LDHA LP/614-396-3200 L210 Cavalier Greene LDHA LP/614-396-3200 44h PAGETOTAL: 2.533 2.533	208	Butler Crossing II/SC	Butler Crossing II LP/614-	Υ	42	42	7/8/2019	2/24/2020	NO
210 Cavalier Greene/MI Covalier Greene LDHA Y 40 40 12/8/2017 4/18/2019 NO 4/18/201	209		Grand View Place LDHA	Y	68	68	12/29/2017	11/7/2019	NO
LP/614-396-3200 4th PAGE TOTAL: 2,533 2,533	210		Cavalier Greene LDHA						
			LP/614-396-3200						LIHTC as % of

# 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- compliand Found? Y/ (Explain Ye
Portland School/MI	Portland School LDHA LP/614-396-3200	Y	29	29	12/27/2017	7/2/2019	NO
Mallalieu Pointe/GA	Mallalieu Pointe LP/614- 396-3200	Y	67	67	3/30/2018	3/7/2019	NO
Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	NO
		5th PAGE TOTAL:	146	146			

LIHTC as % of GRAND TOTAL: 8,712 8,633 99% Total Unit





Development Name: Lambert Landing

Name of Applicant: Lambert Landing Limited Partnership

#### INSTRUCTIONS:

- $\textbf{1} \quad \textbf{A Schedule A is required for } \underline{\textbf{every}} \\ \textbf{individual that makes up the GP or Managing Member} \\ \textbf{-} \\ \textbf{does not apply to} \\ \textbf{-} \\$
- principals of publicly traded corporations.

  2 For each property for which an <u>uncorrected</u> 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

	Jeffrey . Principal's Name:	J. Woda	Controlli			ed' Managing ed 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	Abby's Crossing/OH	Abby's Crossing LP/614-396- 3200	Y	42	42	10/29/2008	8/3/2009	NO
2	Alexander Yard/OH	Alexander Yard LP/614-396- 3200	Y	42	42	12/14/2007	12/18/2008	NO
3	Arlington Greene/KY	Woda Arlington Greene,	Y	40	40	12/30/2004	3/3/2006	NO
4	Ashburn Greene/OH	LLC/614-396-3200 Ashburn Greene, LLC/614-396-	Y	40	34	12/29/2004	2/27/2006	NO
5	Aspen Greene/OH	3200 Aspen Greene LP/614-396-	Y	48	48	12/31/2005	1/23/2007	NO
6	Beaumont Greene/OH	3200 Beaumont Greene, LLC/614-	Y	40	40	12/27/2007	8/5/2008	NO
7	Beaumont Place/OH	396-3200 Mid Ohio Housing, LLC/614-	Y	12	12	12/28/2007	3/3/2009	NO
8	Canterbury Place/WV	396-3200 Canterbury Place, LLC/614- 396-3200	Y	50	50	12/13/2004	12/22/2004	NO
9	Cedar Glen II/WV	Cedar Glen II LP/614-396-3200	Y	51	50	12/18/2006	10/3/2008	NO
10	Chartwell Greene/OH	Lockwood Housing, LLC/614-	Y	40	40	12/20/2007	12/2/2008	NO
11	Clay Meadows/OH	396-3200 Clay Meadows LP/614-396-	Y	48	48	10/10/2008	3/13/2009	NO
12	Clover Ridge/OH	3200 Clover Ridge, LLC/614-396-	Y	24	24	2/5/2009	11/10/2009	NO
13	Coventry House/OH	3200 Seneca Coventry House,	Y	30	25	12/31/2004	2/7/2007	NO
14	Crossroads Meadow/PA	LLC/614-396-3200 Crossroads Meadow, LLC/614-	Y	51	51	11/19/2007	6/10/2008	NO
15	Devon House/OH	396-3200 Devon House, LLC/614-396-	Y	40	34	12/1/2004	7/20/2005	NO
16	Doranne Green/OH	3200 Woda Doranne Greene,	Y	49	49	8/30/2008	7/1/2008	NO
17	East Newark Homes/OH	LLC/614-396-3200 East Newark Homes, LLC/614-	Y	40	40	10/5/2007	12/2/2008	NO
18	Edward's Crossing/WV	396-3200 Edwards's Crossing, LLC/614-	Y	44	44	12/9/2004	12/21/2004	NO
19	Edward's Crossing II/WV	396-3200 Edwards's Crossing II, LLC/614-	Y	44	44	11/30/2005	11/17/2006	NO
20	Essex Place/OH	396-3200 Essex Place Senior LP/614-396-	Y	42	33	4/25/2003	2/5/2004	NO
21	Fox Run Crossing/OH	3200 Fox Run Crossing, LLC/614-396-	Y	50	50	11/21/2006	4/20/2007	NO
22	Frankfort Place/OH	3200 Frankfort Place LP/614-396-	Y	20	20	12/31/2004	11/1/2005	NO
23	Grace Meadows/OH	3200 Grace Meadows LP/614-396-	Y	40	40	8/8/2008	7/14/2009	NO
24	Hampton Pointe/MI	3200 Hampton Pointe, LLC/614-396-	Y	24	24	6/24/2008	11/12/2009	NO
25	Heathermoor II/WV	3200 Heathermoor II LP/614-396-	Y	32	32	12/15/2005	9/24/2008	NO
26	Heritage Greene/OH	3200 Woda Heritage Greene,	Y	50	50	10/4/2006	4/20/2007	NO
27	Heritage House/WV	LLC/614-396-3200 Heritage House LP/614-396-	Y	50	50	12/30/2004	11/15/2006	NO
28	Hickory Meadow/PA	3200 Hickory Meadow, LLC/614-396-	Y	51	51	12/28/2007	6/30/2008	NO
29	Jamestown Place/OH	3200 Jamestown Place LP/614-396- 3200	Y	24	24	12/14/2001	9/27/2004	NO
30	Laurel Greene/OH	Laurel Greene, LLC/614-396- 3200	Y	40	32	8/31/2004	8/29/2005	NO
31	Laurelhurst/OH	Laurelhurst, LLC/614-396-3200	Y	44	35	12/31/2003	7/23/2004	NO
32	Leewood Place/OH	Leewood Place, LLC/614-396- 3200	Y	40	32	12/1/2003	3/1/2005	NO
33	Lockwood Greene/OH	Lockwood Housing, LLC/614- 396-3200	Y	26	26	11/30/2007	2/17/2009	NO
34	Lockwood Station/OH	Lockwood Housing, LLC/614-	Y	6	6	12/26/2007	12/2/2008	NO
35	Luke's Crossing/OH	396-3200 Luke's Crossing LP/614-396- 3200	Y	40	40	11/10/2008	1/29/2010	NO
36	Meadow Glen/OH	Woda Meadow Glen LP/614- 396-3200	Y	50	42	12/31/2004	10/12/2006	NO
37	Meridian Greene/OH	Meridian Greene, LLC/614-396-	Y	66	66	12/28/2005	3/1/2007	NO
38	Meridian Greene II/OH	3200 Meridian Greene II, LLC/614-	Y	40	40	12/27/2007	7/17/2008	NO
39	Muirwood Greene/WV	396-3200 Muirwood Greene LP/614-396-	Y	50	50	4/30/2004	12/9/2004	NO
40	Norwood GreeneOH	3200 Norwood Greene, LLC/614-	Y	40	40	11/25/2008	11/18/2009	NO
	* Must have the ability to bind the	396-3200	L		L		L	l

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:

1,600 1,540 LIHTC as % of 96% Total Units

	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	Oakmont Greene II/WV	Oakmont Greene II, LLC/614-396-3200	Υ	50	50	12/23/2005	12/7/2007	NO
47	Paigelynn Place/OH	Paigelynn Place, LLC/614- 396-3200	Y	60	60	10/21/2005	12/21/2007	NO
48	Paint Landing/KY	Paint Landing, LLC/614- 396-3200	Υ	24	24	12/28/2007	6/3/2008	NO
49	Paint Lick Station/KY	Paint Lick Station, LLC/614-396-3200	Y	24	24	12/28/2007	6/3/2008	NO
50	Patrick Place/OH	Patrick Place LP/614-396- 3200	Y	24	24	9/1/2005	3/20/2007	NO
51	Pembrook Greene/OH	Pembrook Greene,	Y	18	18	12/12/2008	7/30/2009	NO
52	Providence Greene/WV	LLC/614-396-3200 Providence Greene,	Y	50	50	12/29/2005	12/4/2007	NO
		LLC/614-396-3200 Providence Greene II,						
53	Providence Greene II/WV	LLC/614-396-3200	Y	50	50	11/27/2006	12/3/2008	NO
54	Quail Meadow/OH	Woda Quail Meadow, LLC/614-396-3200	Y	50	50	12/19/2006	4/17/2007	NO
55	Riverbirch Greene/OH	Riverbirch Greene, LLC/614-396-3200	Υ	60	51	12/29/2004	6/10/2005	NO
56	Riverview Place/OH	Riverview Place LP/614- 396-3200	Y	33	33	12/31/2003	6/10/2005	NO
57	Russell's Place/OH	Russell's Place, LLC/614- 396-3200	Υ	32	32	12/29/2006	6/18/2007	NO
58	Sawgrass Greene/KY	Sawgrass Greene, LLC/614-396-3200	Υ	54	54	12/22/2005	2/8/2007	NO
59	Stoney Ridge/OH	Cadiz Homes LP/614-396-	Y	28	28	11/28/2003	7/14/2004	NO
60	Stableford Crossing/OH	3200 Stableford Crossing,	Y	18	18	10/2/2008	8/4/2009	NO
61	Tibbits Greene/MI	LLC/614-396-3200 Tibbits Greene, LLC/614-	Y	24	24	12/21/2007	9/28/2009	NO
62	Tremont Greene/OH	396-3200 Tremont Greene, LLC/614-	Y	40	34			NO
		396-3200 Troon Crossing, LLC/614-			-	12/28/2004	9/22/2005	
63	Troon Crossing/OH	396-3200 Ohio Valley Housing,	Y	60	60	12/29/2006	4/26/2007	NO
64	Valley Greene/OH	LLC/614-396-3200	Y	24	24	8/31/2007	11/19/2008	NO
65	Valley View/TN	Valley View LP/614-396- 3200	Y	64	64	12/4/2003	4/18/2005	NO
66	Victoria Place/OH	Victoria Place LP/614-396- 3200	Y	30	30	12/31/2003	7/8/2004	NO
67	Victory Place/WV	Victory Place, LLC/614- 396-3200	Υ	50	50	12/29/2005	11/13/2007	NO
68	Webster Glen/OH	Woda Adams County Housing, LLC/614-396- 3200	Υ	12	12	11/9/2007	9/30/2009	NO
69	Webster Greene/OH	Woda Adams County Housing, LLC/614-396- 3200	Υ	36	36	9/1/2007	9/30/2009	NO
70	Wesley Yard/OH	Wesley Yard, LLC/614-396- 3200	Y	46	46	12/15/2008	10/16/2009	NO
71	Whitman Crossing/MI	Whitman Crossing,	Y	24	24	12/21/2007	12/29/2008	NO
72		LLC/614-396-3200						-
73	Zachary's Crossing/OH	Zachary's Crossing, LLC/614-396-3200	Y	40	40	12/15/2005	4/10/2006	NO
74	Ardmore Crossing/OH	Ardmore Crossng, LLC/614-396-3200	Υ	50	50	10/9/2009	8/17/2010	NO
75	Connolly Park/PA	Connolly Park, LLC/614- 396-3200	Y	32	32	10/7/2010	6/11/2010	NO
76	Fairway Crossing/OH	Fairway Crossing LP/614-	Y	36	36	11/27/2009	2/4/2011	NO
77	Forest Edge/OH	396-3200 Forest Edge, LLC/614-396-	Y	36	36	7/29/2009	8/16/2010	NO
	Gables at Countryside Lane	3200 Gables at Countryside					0,10,2010	
78	II/OH	Lane II, LLC/614-396-3200 Hallet Crossing, LLC/614-	Y	24	24	8/28/2006	4/17/2007	NO
79	Hallet Crossing/MI	396-3200 Orchard Glen, LLC/614-	Y	24	24	11/19/2008	10/7/2010	NO
80	Orchard Glen/OH	396-3200 Ridgewood Greene,	Y	32	32	9/30/2009	9/23/2010	NO
81	Ridgewood Greene/OH	LLC/614-396-3200 Svcamore House LDHA	Y	40	40	11/11/2008	5/7/2010	NO
82	Sycamore House/MI	LP/614-396-3200	Y	40	36	12/22/2009	12/13/2011	NO
83	Madison Grove/PA	Madison Grove, LLC/614- 396-3200	Y	50	50	7/24/2010	3/25/2011	NO
84	Sky Meadows/OH	Sky Meadows, LLC/614- 396-3200	Y	40	40	10/26/2009	9/9/2010	NO
85	Woda Old Hickory/OH	Woda Olde Hickory LP/614-396-3200	Y	36	36	11/16/2010	3/7/2012	NO
86	Honeybrook Greene/OH	Honeybrook Greene LP/614-396-3200	Υ	40	40	11/19/2010	3/25/2011	NO
87	Preston's Crossing/OH	Preston's Crossing LP/614- 396-3200	Y	24	24	12/27/2010	5/12/2011	NO
88	Lightner Greene/PA	Lightner Greene, LLC/614- 396-3200	Y	50	50	12/17/2010	8/10/2011	NO
89	Raystown Crossing/PA	Raystown Crossing	Y	50	50	12/29/2010	8/11/2011	NO
90	Cumberland Meadows/MD	LP/614-396-3200 Cumberland Meadows LP/614-396-3200	Υ	64	64	9/20/2011	10/4/2012	NO
91	Penn Square/MD	Penn North Partners LLLP/614-396-3200	Y	79	79	3/14/2011	7/24/2012	NO
92	Braddock's Greene/MD	Braddock's Greene,	Y	50	50	12/31/2010	3/21/2012	NO
93	Brentwood Greene/IN	Brentwood Greene,	Y	60	60	9/16/2010	8/29/2011	NO
94	Crowfield Greene/SC	LLC/614-396-3200 Crowfield Greene LP/614-	Y	42	42	12/29/2010	2/24/2011	NO
95	Jenny Greene/SC	396-3200 Jenny Greene LP/614-	Y	50	50	12/27/2010	2/24/2011	NO
		396-3200 Patterson Crossing LDHA	Y				8/9/2012	
96	Patterson Crossing/MI	LP/614-396-3200 Monarch Greene LP/614-		56	56	9/30/2010		NO
97	Monarch Greene/OH	396-3200 Richwood Greene	Y	44	44	12/20/2011	5/1/2012	NO
98	Richwood Greene/OH	LP/614-396-3200 Wayne Crossing LP/614-	Y	42	42	12/30/2011	12/19/2012	NO
99	Wayne Crossing/OH	396-3200	Y	48	48	10/24/2011	3/23/2012	NO
100	Pheasant Ridge/OH	Pheasant Ridge LP/614- 396-3200	Y	24	24	11/10/2011	4/13/2012	NO
		:	2nd PAGE TOTAL:	2,188	2,169			LIHTC as % of

GRAND TOTAL: 3,788 3,709 98% Total Unit

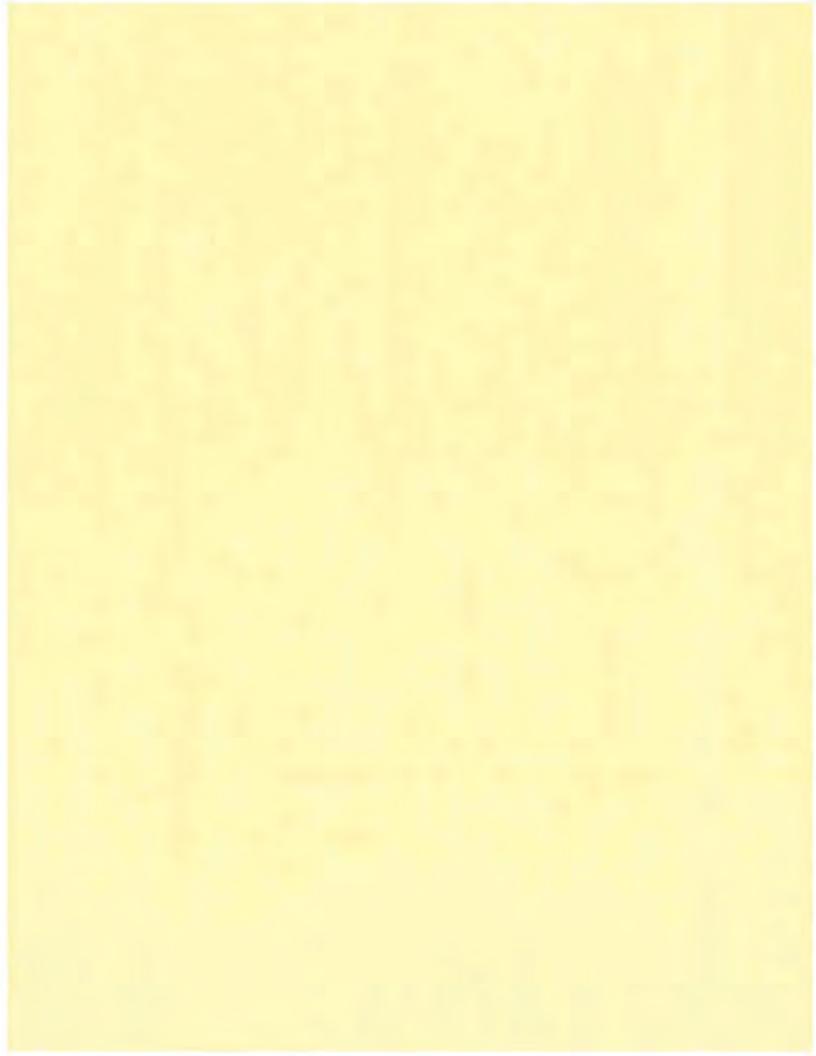
	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non- compliance Found? Y/N (Explain Yes)
101	Hattie Greene/OH	Hattie Greene LP/614-	Υ Υ	27	27	6/9/2011	5/1/2012	NO NO
102	Frontier Run/OH	396-3200 Frontier Run, LLC/614-396- 3200	Y	16	16	8/4/2010	9/7/2011	NO
103	Jeremy Park/OH	Jeremy Park, LLC/614-396- 3200	Y	36	36	9/1/2010	8/31/2011	NO
104	Joshua Landings/OH	Joshua Landings, LLC/614-396-3200	Y	40	40	11/1/2010	8/31/2011	NO
105	Moccasin Run/OH	Moccasin Run, LLC/614- 396-3200	Y	36	36	11/4/2010	9/7/2011	NO
106	Mallory Meadows/OH	Mallory Meadows, LLC/614-396-3200	Υ	24	24	8/12/2010	8/30/2011	NO
107	Ursula Park/OH	Ursula Park, LLC/614-396-	Y	36	36	10/20/2010	9/7/2011	NO
108	Mason Greene/KY	3200 Mason Greene LP/614-	Y	68	68	6/6/2011	11/16/2011	NO
109	Drake Crossing/PA	396-3200 Drake Crossing LP/614-	Y	30	30	10/3/2011	9/6/2012	NO
110	Woda Pinecrest Greene/SC	396-3200 Woda Pinecrest Greene LP/614-396-3200	Y	44	44	3/25/2011	6/30/2011	NO
111	McCalla Greene/MI	McCalla Greene, LLC/614-396-3200	Υ	32	32	11/30/2010	6/8/2012	NO
112	Sustainable Fellwood II/GA	Sustainable Fellwood II LP/614-396-3200	Υ	110	110	12/23/2011	8/17/2012	NO
113	Belle Prairie/OH	Belle Prairie LP/614-396- 3200	Y	40	40	8/13/2012	1/15/2013	NO
114	Sterling Greene/TN	Sterling Greene LP/614- 396-3200	Y	48	48	7/23/2012	12/21/2012	NO
115	Sustainable Fellwood III/GA	Sustainable Fellwood III LP/614-396-3200	Y	100	100	12/27/2011	11/15/2012	NO
116	City View Place/VA	City View Place LP/614- 396-3200	Υ	32	32	10/17/2012	5/28/2013	NO
117	Rosewood Manor/OH	Rosewood Manor LP/614- 396-3200	Υ	24	24	11/9/2007	11/9/2007	NO
118	Quaker Meadow/PA	Quaker Meadow,	Y	40	40	9/30/2011	5/9/2012	NO
119	Windjammer Greene/MI	LLC/614-396-3200 Windjammer Greene	Y	24	24	12/5/2012	11/18/2013	NO
120	Wood Creek/MI	LDHA LP/614-396-3200 Wood Creek LDHA	Y	32	32	12/28/2012	11/18/2013	NO
121	Koehler Crossing/MI	LP/614-396-3200 Koehler Crossing LDHA	Y	28	28	6/25/2012	3/29/2013	NO
122	Livingston Greene/MI	LP/614-396-3200 Livingston Greene LDHA	Y	32	32	8/21/2012	6/6/2013	NO
123	Oak Hollow/SC	LP/614-396-3200 Woda Oak Hollow LP/614- 396-3200	Y	44	44	5/25/2012	2/8/2013	NO
124	Anderson Crossing/IN	Anderson Crossing LP/614-396-3200	Y	92	92	11/13/2012	7/26/2013	NO
125	Woda Autumn Run/OH	Woda Autumn Run LP/614-396-3200	Υ	38	38	11/30/2012	4/10/2013	NO
126	Woda Raceland Meadows/KY	Woda Raceland Meadows LP/614-396-	Y	32	32	3/4/2013	6/28/2013	NO
127	Chestnut Greene/KY	3200 Chestnut Greene LP/614-	Y	24	24	1/31/2013	6/19/2013	NO
128	Pennington Crossing/TN	396-3200 Pennington Crossing	Y	48	48	12/10/2013	12/31/2013	NO
129	Xena Place/OH	LP/614-396-3200 Xena Place LP/614-396- 3200	Y	40	40	12/13/2012	6/3/2013	NO
130	Junction City Associates/OH	Junction City Associates LP/614-396-3200	Y	24	24	1/1/2013	6/3/2013	NO
131	Crawford Place/OH	Crawford Place LP/614- 396-3200	Y	30	30	1/1/2013	6/3/2013	NO
132	Clough Commons/OH	Clough Commons LP/614-	Y	46	46	11/21/2012	6/3/2013	NO
133	Schoenbrunn Greene/OH	396-3200 Schoenbrunn Greene LP/614-396-3200	Y	40	40	6/1/2013	1/15/2014	NO
134	Hayden Senior Housing/OH	Hayden Senior Housing LP/614-396-3200	Υ	44	44	12/31/2013	9/10/2014	NO
135	Heatly Crossing/OH	Heatly Crossing LP/614- 396-3200	Y	32	32	12/31/2013	10/23/2014	NO
136	The Lofts at Court and Main/OH	The Lofts at Court and Main LP/614-396-3200	Y	31	31	3/22/2013	7/16/2013	NO
137	Glen Abbey Crossing/KY	Glen Abbey Crossing	Y	24	24	7/31/2013	1/16/2014	NO
138	Saluda Commons/SC	LP/614-396-3200 Edgefield Greene LP/614- 396-3200	Y	40	40	5/13/2014	11/20/2014	NO
139	Washington School/OH	Washington School	Y	42	42	8/31/2014	9/22/2015	NO
140	Jacob's Crossing/OH	LP/614-396-3200 Jacob's Crossing LP/614-	Y	42	42	12/1/2013	4/9/2014	NO
141	Alston Park/OH	396-3200 Alston Park LP/614-396- 3200	Y	39	39	9/30/2013	12/2/2015	NO
142	Chelsea Greene/WV	Chelsea Greene LP/614-	Y	32	32	9/23/2013	5/19/2015	NO
143	Oak Valley Gardens/WV	396-3200 Oak Valley Gardens	Y	28	28	12/29/2014	5/19/2015	NO
144	New Forge Crossing/PA	LP/614-396-3200 New Forge Crossing	Y	60	60	6/26/2014	10/28/2015	NO
145	Mevers Greene/PA	LP/614-396-3200 Meyers Greene LP/614-	Y	52	52	1/13/2014	3/30/2014	NO
146	Lloyd House/MI	396-3200 Lloyd House LDHA LP/614-	Y	44	44	12/26/2013	9/15/2015	NO
147	Barton Greene/TN	396-3200 Barton Greene LP/614-	Y	50	50	12/30/2013	6/3/2014	NO
148	Dutch Ridge/WV	396-3200 Dutch Ridge LP/614-396-	Y	24	24	6/30/2013	12/11/2013	NO
149	Arneman Place/PA	3200 Arneman Place LP/614-	Y	50	50	12/31/2013	4/10/2015	NO
150	Columbus School/MD	396-3200 Columbus School LP/614-	Y	49	49	6/20/2014	11/16/2015	NO
151	Hilton-North Avenue/MD	396-3200 Hilton-North Avenue LP/614-396-3200	Y	63	63	9/19/2013	7/21/2015	NO
152	Prescott Greene/IN	Prescott Greene LP/614- 396-3200	Y	32	32	5/29/2013	6/17/2014	NO
153	Manistee Place/MI	Manistee Place LDHA LP/614-396-3200	Υ	46	46	11/21/2013	9/24/2014	NO
154	Bridgeview Greene/MI	Bridgeview Greene LDHA LP/614-396-3200	Υ	40	40	4/23/2013	11/18/2013	NO
155	Charters Cove/MI	Charters Cove LP/614- 396-3200	Y 3rd PAGE TOTAL:	24 2,245	24 2,245	8/30/2012	11/18/2013	NO
			SIG I AGE IUIAL:	2,243	2,243			LIHTC as % of

March   Marc		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)
Consider Sheer/AM	156	Cheboygan Shores/MI	Cheboygan Shores LDHA LP/614-396-3200	Υ	24	24	4/23/2012	11/18/2013	NO
	157	Crooked River/MI	Crooked River LDHA	Υ	16	16	10/31/2012	1/9/2014	NO
Homony Generic No.   Print P	158	Olde Mill/MI		Υ	24	24	9/25/2012	1/9/2014	NO
Dearly Portler/N	159	Harmony Greene/GA	Harmoney Greene	Y	50	50	10/11/2012	5/6/2013	NO
Bothey Country A   Selection From Part   Selection	160	•	Liberty Pointe LP/614-396-	Y	48	48			NO
Bernam Poilet   VA									
Bernard Former   Page		-							
	162		396-3200						
15	163	The Banks at Berkley/VA		Y	50	50	12/31/2016	2/8/2018	NO
Bernon Foreire VA   996-500   1	164		Manor, LLC/614-396-3200	Y	128	128	12/27/2017		NO
	165	Brennan Pointe II/VA	396-3200	Y	43	43	10/31/2018	6/21/2019	NO
Sedeon General Co.   98,5300   Y	166	The Banks at Berkley/VA	LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	NO
Buller Crossing/ICH	167	Seaborn Greene/SC		Y	40	40	6/26/2015	12/7/2015	NO
Majon Crasing/OH	168	Butler Crossing/SC	Butler Crossing LP/614-	Y	40	40	3/31/2016	11/17/2016	NO
Northside Dive Apartments/// Professional Dive Apartments/// 14-43-45-49-   40	169	Majors Crossing/OH	Majors Crossing LP/614-	Y	40	40	11/23/2015	6/29/2016	NO
171   Capital Greene/WV   Copital Greene (1964   Y   40   40   10/30/2015   12/21/2016   NO			Northside Drive						
Tooley Place/INC			3200 Capital Greene LP/614-						
Viewmont Square Court   No		•							
Transmission   Tran	1/2	Tooley ridce/NC	396-3200	ſ	36	36	9/11/2015	6/2/2016	NO
	173	Viewmont Square Court/NC	LLC/614-396-3200	Y	50	50			
Wood Boardmann Loke/Mill	174	Brookside Commons/MI	LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	NO
Celebratory (Information)   Pijel 14-396-3000   1   50   50   10/27/2016   6/14/2017   NO	175	Woda Boardman Lake/MI	LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	NO
Figure   Found   Figure   Found   Figure   Found   F	176	Greensburg Manor/OH	LP/614-396-3200	Υ	50	50	10/27/2016	6/14/2017	NO
Foyette Landing/OH	177	Willoughbeach Terrace/OH		Υ	50	50	9/30/2016	6/12/2017	NO
Oliver Crossing (JP/614-6-98-3-200)	178	Fayette Landing/OH	Fayette Landing LP/614-	Υ	36	36	11/30/2016	2/2/2018	NO
LaBelle Greene/WV	179	Oliver Crossing/TN	Oliver Crossing LP/614-	Y	24	24	11/21/2016	1/26/2017	NO
McCormick Greene/WV	180	LaBelle Greene/WV	LaBelle Greene LP/614-	Y	40	40	12/29/2016	11/20/2017	NO
Woodyard Greene/WV									
Pingle House/WV									
Bayridge Greene/MV									
Section   Sect	183	Pringle House/WV	3200	Y	40	40	9/16/2015	12/21/2016	NO
Breac Crossing/KY	184	Bayridge Greene/WV	396-3200	Y	40	40	8/25/2015	12/21/2016	NO
Deam Ridge/PA   Deam Ridge P/614-396- 3200   Temperature   Deam Ridge P/614-396- 3200   Temperature   Temperatur	185	Pebblecreek Crossing/KY	LP/396-3200	Y	48	48	2/6/2017	6/13/2017	NO
Bay	186	Breas Crossing/KY		Y	44	44	10/27/2016	4/17/2017	NO
Many Harvin Center/MD	187	Dawn Ridge/PA		Υ	58	58	12/18/2015	10/26/2017	NO
Freedman Point/VA	188	Mary Harvin Center/MD	Mary Harvin Center	Υ	61	61	1/20/2016	5/11/2017	NO
Hidwortha Apartments/MI	189	Freedman Point/VA	Freedman Point LP/614-	Y	68	68	11/21/2019	TBD	NO
Boynton Village/GA	190		Hiawatha Apartments	Y	32	32		4/21/2017	NO
Silver Lokes/GA		-	LDHA LP/614-396-3200 Boynton Village LP/614-						
Saver Laces/LoA   3200   T   44   44   44   97/2/1016   97/14/2017   NO									
Everts HII/OH   3,000   Y   49   49   12/21/2017   17/7/2019   NO			3200						
195	193	Everts Hill/OH	3200		49	49			NO
Tistan Ridge/KY	194	Emerald Gardens/WV	396-3200	Y	42	42	12/15/2017	11/30/2018	NO
1976	195	Terrapin Park/WV	LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	NO
Nelsonville School   Commons/OH   Commons/	196	Tristan Ridge/KY	Tristan Ridge LP/614-396-	Y	44	44	12/22/2017	6/25/2018	NO
ATZ Place/IN   ATZ Place IP/614-396-300   Y   38   38   9/27/2017   8/16/2018   NO	197		Nelsonville School Commons LP/614-396-	Y	33	33	12/5/2017	11/9/2018	NO
Parrish Greene (P/614-   Y   28   28   7/28/2017   2/9/2018   NO	198	ATZ Place/IN	ATZ Place LP/614-396-	Y	38	38	9/27/2017	8/16/2018	NO
200   Enchanted Glen/MI   Enchanted Glen LDHA   Y   36   36   2/7/2017   5/21/2018   NO			Parrish Greene LP/614-	Y	28	28		2/9/2018	NO
Def			Enchanted Glen LDHA						
202   Thompson Greene/PA   Thompson Greene   PA   So   So   9/28/2016   8/23/2018   NO			Penn Square II LP/614-						
Inditiport reference   Inditiport   Inditination   Indianation   I									
3200   1   30   30   180   1			LP/614-396-3200						
1	203		3200						
Pickla-396-3000   Y   60   60   12/28/2018   11/26/2019   NO	204	Wheatland Crossing/OH	LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	NO
206         Crystal Valley Manor/IN         Crystal Valley Manor         Y         40         40         9/24/2018         5/3/2019         NO           207         Shepard Greene/NC         Shepard Greene IP/614- 396-3200         Y         50         50         12/28/2018         10/17/2019         NO           208         Butter Crossing II/SC         Butter Crossing II IP/614- 396-3200         Y         42         42         7/8/2019         2/24/2020         NO           209         Grand View Place/MI         Grand View Place IDHA LP/614-396-3200         Y         68         68         12/29/2017         11/7/2019         NO           210         Cavalier Greene /MI         Cavalier Greene IDHA LP/614-396-3200         Y         40         40         12/8/2017         4/18/2019         NO	205	White Oak Crossing/TN	LP/614-396-3200	Υ	60	60	12/28/2018	11/26/2019	NO
Shepard Greene/NC   Shepard Greene LP/614-   Y   50   50   12/28/2018   10/17/2019   NO	206	Crystal Valley Manor/IN	Crystal Valley Manor	Y	40	40	9/24/2018	5/3/2019	NO
208         Butter Crossing II/SC         Butter Crossing II/P6/14 pt.         Y         42         42         7/8/2019         2/24/2020         NO           209         Grand View Place/MI         Grand View Place LDHA LP/61.4-396-3200         Y         68         68         12/29/2017         11/7/2019         NO           210         Cavalier Greene/MI         Cavalier Greene LDHA LP/614-396-3200         Y         40         40         12/8/2017         4/18/2019         NO	207	Shepard Greene/NC	Shepard Greene LP/614-	Υ	50	50	12/28/2018	10/17/2019	NO
209 Grand View Place/MI Grand Wew Place LDHA LP/614-396-3200 L210 Cavalier Greene LDHA LP/614-396-3200 44h PAGETOTAL: 2.533 2.533	208	Butler Crossing II/SC	Butler Crossing II LP/614-	Υ	42	42	7/8/2019	2/24/2020	NO
210 Cavalier Greene/MI Covalier Greene LDHA Y 40 40 12/8/2017 4/18/2019 NO 4/18/201	209		Grand View Place LDHA	Y	68	68	12/29/2017	11/7/2019	NO
LP/614-396-3200 4th PAGE TOTAL: 2,533 2,533	210		Cavalier Greene LDHA						
			LP/614-396-3200						LIHTC as % of

# 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- compliand Found? Y/ (Explain Ye
Portland School/MI	Portland School LDHA LP/614-396-3200	Y	29	29	12/27/2017	7/2/2019	NO
Mallalieu Pointe/GA	Mallalieu Pointe LP/614- 396-3200	Y	67	67	3/30/2018	3/7/2019	NO
Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	NO
		5th PAGE TOTAL:	146	146			

LIHTC as % of GRAND TOTAL: 8,712 8,633 99% Total Unit





Development Name: Lambert Landing

Name of Applicant: Lambert Landing Limited Partnership

#### INSTRUCTIONS:

- 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.

  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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

	David Co	ooper, Jr.	Controllin			ed' Managing		
	Principal's Name:			Membe	er of Propos	sed property?*	YORN	
		Name of Ownership Entity	CGP or 'Named' Managing Member at the time of	Total Dev.	Total Low Income	Placed in	8609(s) Issue	Uncorrected 8823's? (Y/N)
ŀ	Development Name/Location	and Phone Number Abby's Crossing LP/614-396-	dev.? (Y/N)*	Units	Units	Service Date		Explain "Y"
	Abby's Crossing/OH	3200 Alexander Yard LP/614-396-	Y	42	42	10/29/2008	8/3/2009	NO
ŀ	Alexander Yard/OH	3200 Woda Arlington Greene,	Y	42	42	12/14/2007	12/18/2008	NO
	Arlington Greene/KY	LLC/614-396-3200 Ashburn Greene, LLC/614-396-	Y	40	40	12/30/2004	3/3/2006	NO
ļ	Ashburn Greene/OH	3200 Aspen Greene LP/614-396-	Y	40	34	12/29/2004	2/27/2006	NO
	Aspen Greene/OH	3200 Beaumont Greene, LLC/614-	Y	48	48	12/31/2005	1/23/2007	NO
	Beaumont Greene/OH	396-3200 Mid Ohio Housing, LLC/614-	Y	40	40	12/27/2007	8/5/2008	NO
	Beaumont Place/OH	396-3200 Canterbury Place, LLC/614-	Y	12	12	12/28/2007	3/3/2009	NO
	Canterbury Place/WV	396-3200	Y	50	50	12/13/2004	12/22/2004	NO
	Cedar Glen II/WV	Cedar Glen II LP/614-396-3200 Lockwood Housing, LLC/614-	Y	51	50	12/18/2006	10/3/2008	NO
	Chartwell Greene/OH	396-3200	Y	40	40	12/20/2007	12/2/2008	NO
	Clay Meadows/OH	Clay Meadows LP/614-396- 3200	Y	48	48	10/10/2008	3/13/2009	NO
	Clover Ridge/OH	Clover Ridge, LLC/614-396- 3200	Y	24	24	2/5/2009	11/10/2009	NO
	Coventry House/OH	Seneca Coventry House, LLC/614-396-3200	Y	30	25	12/31/2004	2/7/2007	NO
	Crossroads Meadow/PA	Crossroads Meadow, LLC/614- 396-3200	Y	51	51	11/19/2007	6/10/2008	NO
	Devon House/OH	Devon House, LLC/614-396- 3200	Y	40	34	12/1/2004	7/20/2005	NO
	Doranne Green/OH	Woda Doranne Greene, LLC/614-396-3200	Y	49	49	8/30/2008	7/1/2008	NO
	East Newark Homes/OH	East Newark Homes, LLC/614- 396-3200	Y	40	40	10/5/2007	12/2/2008	NO
	Edward's Crossing/WV	Edwards's Crossing, LLC/614- 396-3200	Y	44	44	12/9/2004	12/21/2004	NO
	Edward's Crossing II/WV	Edwards's Crossing II, LLC/614- 396-3200	Υ	44	44	11/30/2005	11/17/2006	NO
	Essex Place/OH	Essex Place Senior LP/614-396- 3200	Y	42	33	4/25/2003	2/5/2004	NO
	Fox Run Crossing/OH	Fox Run Crossing, LLC/614-396- 3200	Y	50	50	11/21/2006	4/20/2007	NO
	Frankfort Place/OH	Frankfort Place LP/614-396- 3200	Y	20	20	12/31/2004	11/1/2005	NO
	Grace Meadows/OH	Grace Meadows LP/614-396- 3200	Υ	40	40	8/8/2008	7/14/2009	NO
	Hampton Pointe/MI	Hampton Pointe, LLC/614-396- 3200	Y	24	24	6/24/2008	11/12/2009	NO
	Heathermoor II/WV	Heathermoor II LP/614-396- 3200	Υ	32	32	12/15/2005	9/24/2008	NO
	Heritage Greene/OH	Woda Heritage Greene, LLC/614-396-3200	Y	50	50	10/4/2006	4/20/2007	NO
	Heritage House/WV	Heritage House LP/614-396- 3200	Y	50	50	12/30/2004	11/15/2006	NO
	Hickory Meadow/PA	Hickory Meadow, LLC/614-396- 3200	Y	51	51	12/28/2007	6/30/2008	NO
	Jamestown Place/OH	Jamestown Place LP/614-396- 3200	Y	24	24	12/14/2001	9/27/2004	NO
	Laurel Greene/OH	Laurel Greene, LLC/614-396- 3200	Y	40	32	8/31/2004	8/29/2005	NO
	Laurelhurst/OH	Laurelhurst, LLC/614-396-3200	Y	44	35	12/31/2003	7/23/2004	NO
Ī	Leewood Place/OH	Leewood Place, LLC/614-396- 3200	Y	40	32	12/1/2003	3/1/2005	NO
	Lockwood Greene/OH	Lockwood Housing, LLC/614- 396-3200	Y	26	26	11/30/2007	2/17/2009	NO
	Lockwood Station/OH	Lockwood Housing, LLC/614- 396-3200	Y	6	6	12/26/2007	12/2/2008	NO
	Luke's Crossing/OH	Luke's Crossing LP/614-396- 3200	Y	40	40	11/10/2008	1/29/2010	NO
Ī	Meadow Glen/OH	Woda Meadow Glen LP/614- 396-3200	Y	50	42	12/31/2004	10/12/2006	NO
	Meridian Greene/OH	Meridian Greene, LLC/614-396- 3200	Y	66	66	12/28/2005	3/1/2007	NO
Ī	Meridian Greene II/OH	Meridian Greene II, LLC/614- 396-3200	Y	40	40	12/27/2007	7/17/2008	NO
Ī	Muirwood Greene/WV	Muirwood Greene LP/614-396- 3200	Y	50	50	4/30/2004	12/9/2004	NO
	Norwood GreeneOH	Norwood Greene, LLC/614- 396-3200	Y	40	40	11/25/2008	11/18/2009	NO

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

1st PAGE TOTAL:

1,600 1,540 LIHTC as % of 96% Total Units

	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	Oakmont Greene II/WV	Oakmont Greene II, LLC/614-396-3200	Υ	50	50	12/23/2005	12/7/2007	NO
47	Paigelynn Place/OH	Paigelynn Place, LLC/614- 396-3200	Y	60	60	10/21/2005	12/21/2007	NO
48	Paint Landing/KY	Paint Landing, LLC/614- 396-3200	Υ	24	24	12/28/2007	6/3/2008	NO
49	Paint Lick Station/KY	Paint Lick Station, LLC/614-396-3200	Y	24	24	12/28/2007	6/3/2008	NO
50	Patrick Place/OH	Patrick Place LP/614-396- 3200	Y	24	24	9/1/2005	3/20/2007	NO
51	Pembrook Greene/OH	Pembrook Greene,	Y	18	18	12/12/2008	7/30/2009	NO
52	Providence Greene/WV	LLC/614-396-3200 Providence Greene,	Y	50	50	12/29/2005	12/4/2007	NO
		LLC/614-396-3200 Providence Greene II,						
53	Providence Greene II/WV	LLC/614-396-3200	Y	50	50	11/27/2006	12/3/2008	NO
54	Quail Meadow/OH	Woda Quail Meadow, LLC/614-396-3200	Y	50	50	12/19/2006	4/17/2007	NO
55	Riverbirch Greene/OH	Riverbirch Greene, LLC/614-396-3200	Υ	60	51	12/29/2004	6/10/2005	NO
56	Riverview Place/OH	Riverview Place LP/614- 396-3200	Y	33	33	12/31/2003	6/10/2005	NO
57	Russell's Place/OH	Russell's Place, LLC/614- 396-3200	Υ	32	32	12/29/2006	6/18/2007	NO
58	Sawgrass Greene/KY	Sawgrass Greene, LLC/614-396-3200	Y	54	54	12/22/2005	2/8/2007	NO
59	Stoney Ridge/OH	Cadiz Homes LP/614-396-	Y	28	28	11/28/2003	7/14/2004	NO
60	Stableford Crossing/OH	3200 Stableford Crossing,	Y	18	18	10/2/2008	8/4/2009	NO
61	Tibbits Greene/MI	LLC/614-396-3200 Tibbits Greene, LLC/614-	Y	24	24	12/21/2007	9/28/2009	NO
62	Tremont Greene/OH	396-3200 Tremont Greene, LLC/614-	Y	40	34			NO
		396-3200 Troon Crossing, LLC/614-			-	12/28/2004	9/22/2005	
63	Troon Crossing/OH	396-3200 Ohio Valley Housing,	Y	60	60	12/29/2006	4/26/2007	NO
64	Valley Greene/OH	LLC/614-396-3200	Y	24	24	8/31/2007	11/19/2008	NO
65	Valley View/TN	Valley View LP/614-396- 3200	Y	64	64	12/4/2003	4/18/2005	NO
66	Victoria Place/OH	Victoria Place LP/614-396- 3200	Y	30	30	12/31/2003	7/8/2004	NO
67	Victory Place/WV	Victory Place, LLC/614- 396-3200	Υ	50	50	12/29/2005	11/13/2007	NO
68	Webster Glen/OH	Woda Adams County Housing, LLC/614-396- 3200	Υ	12	12	11/9/2007	9/30/2009	NO
69	Webster Greene/OH	Woda Adams County Housing, LLC/614-396- 3200	Υ	36	36	9/1/2007	9/30/2009	NO
70	Wesley Yard/OH	Wesley Yard, LLC/614-396- 3200	Y	46	46	12/15/2008	10/16/2009	NO
71	Whitman Crossing/MI	Whitman Crossing,	Y	24	24	12/21/2007	12/29/2008	NO
72		LLC/614-396-3200						-
73	Zachary's Crossing/OH	Zachary's Crossing, LLC/614-396-3200	Y	40	40	12/15/2005	4/10/2006	NO
74	Ardmore Crossing/OH	Ardmore Crossng, LLC/614-396-3200	Y	50	50	10/9/2009	8/17/2010	NO
75	Connolly Park/PA	Connolly Park, LLC/614- 396-3200	Y	32	32	10/7/2010	6/11/2010	NO
76	Fairway Crossing/OH	Fairway Crossing LP/614-	Y	36	36	11/27/2009	2/4/2011	NO
77	Forest Edge/OH	396-3200 Forest Edge, LLC/614-396-	Y	36	36	7/29/2009	8/16/2010	NO
	Gables at Countryside Lane	3200 Gables at Countryside					0,10,2010	
78	II/OH	Lane II, LLC/614-396-3200 Hallet Crossing, LLC/614-	Y	24	24	8/28/2006	4/17/2007	NO
79	Hallet Crossing/MI	396-3200 Orchard Glen, LLC/614-	Y	24	24	11/19/2008	10/7/2010	NO
80	Orchard Glen/OH	396-3200 Ridgewood Greene,	Y	32	32	9/30/2009	9/23/2010	NO
81	Ridgewood Greene/OH	LLC/614-396-3200	Y	40	40	11/11/2008	5/7/2010	NO
82	Sycamore House/MI	Sycamore House LDHA LP/614-396-3200	Y	40	36	12/22/2009	12/13/2011	NO
83	Madison Grove/PA	Madison Grove, LLC/614- 396-3200	Υ	50	50	7/24/2010	3/25/2011	NO
84	Sky Meadows/OH	Sky Meadows, LLC/614- 396-3200	Y	40	40	10/26/2009	9/9/2010	NO
85	Woda Old Hickory/OH	Woda Olde Hickory LP/614-396-3200	Υ	36	36	11/16/2010	3/7/2012	NO
86	Honeybrook Greene/OH	Honeybrook Greene LP/614-396-3200	Y	40	40	11/19/2010	3/25/2011	NO
87	Preston's Crossing/OH	Preston's Crossing LP/614- 396-3200	Y	24	24	12/27/2010	5/12/2011	NO
88	Lightner Greene/PA	Lightner Greene, LLC/614-	Y	50	50	12/17/2010	8/10/2011	NO
89	Raystown Crossing/PA	396-3200 Raystown Crossing	Y	50	50	12/29/2010	8/11/2011	NO
90	Cumberland Meadows/MD	LP/614-396-3200 Cumberland Meadows LP/614-396-3200	Y	64	64	9/20/2011	10/4/2012	NO
91	Penn Square/MD	Penn North Partners	Y	79	79	3/14/2011	7/24/2012	NO
92	Braddock's Greene/MD	LLLP/614-396-3200 Braddock's Greene,	Y	50	50	12/31/2010	3/21/2012	NO
93	Brentwood Greene/IN	LLC/614-396-3200 Brentwood Greene,	Y	60	60	9/16/2010	8/29/2011	NO
		LLC/614-396-3200 Crowfield Greene LP/614-						
94	Crowfield Greene/SC	396-3200 Jenny Greene LP/614-	Y	42	42	12/29/2010	2/24/2011	NO
95	Jenny Greene/SC	396-3200 Patterson Crossing LDHA	Y	50	50	12/13/2010	2/24/2011	NO
96	Patterson Crossing/MI	LP/614-396-3200 Monarch Greene LP/614-	Y	56	56	9/30/2010	8/9/2012	NO
97	Monarch Greene/OH	Monarch Greene LP/614- 396-3200 Richwood Greene	Y	44	44	12/20/2011	5/1/2012	NO
98	Richwood Greene/OH	LP/614-396-3200	Y	42	42	12/30/2011	12/19/2012	NO
99	Wayne Crossing/OH	Wayne Crossing LP/614- 396-3200	Υ	48	48	10/24/2011	3/23/2012	NO
100	Pheasant Ridge/OH	Pheasant Ridge LP/614- 396-3200	Y	24	24	11/10/2011	4/13/2012	NO
			2nd PAGE TOTAL:	2,188	2,169			LIHTC as % of

GRAND TOTAL: 3,788 3,709 98% Total Unit

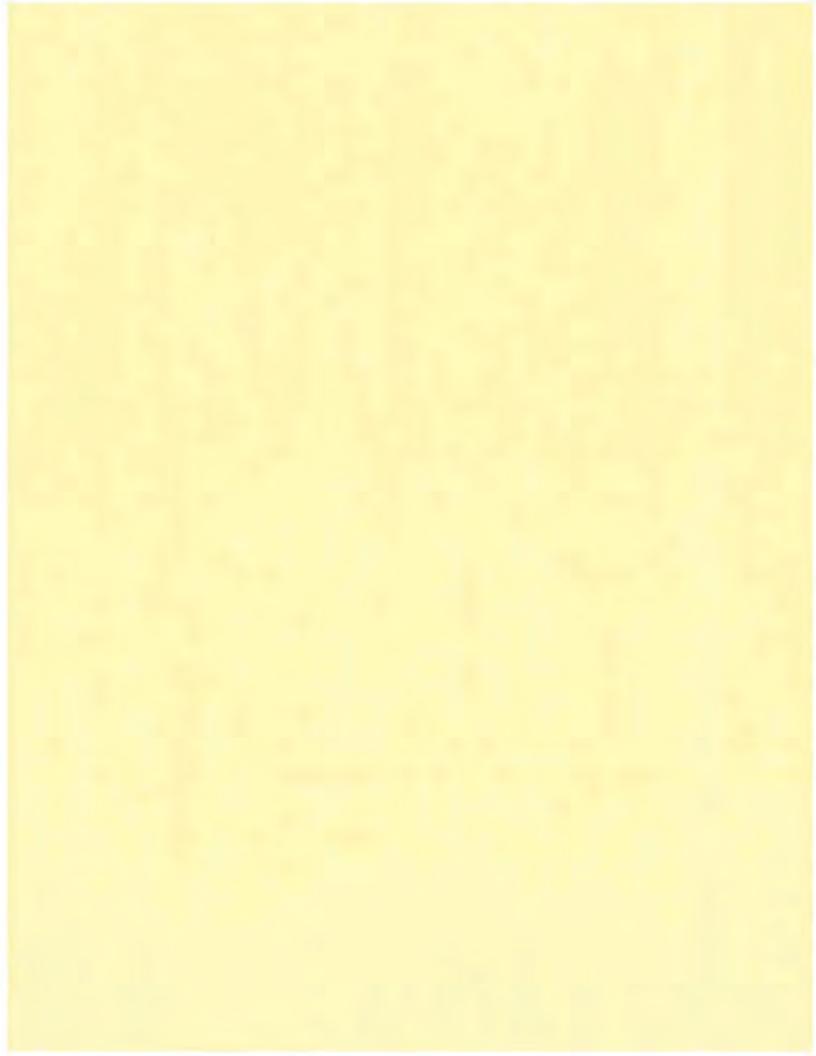
	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non- compliance Found? Y/N (Explain Yes)
101	Hattie Greene/OH	Hattie Greene LP/614-	Υ Υ	27	27	6/9/2011	5/1/2012	NO NO
102	Frontier Run/OH	396-3200 Frontier Run, LLC/614-396- 3200	Y	16	16	8/4/2010	9/7/2011	NO
103	Jeremy Park/OH	Jeremy Park, LLC/614-396- 3200	Y	36	36	9/1/2010	8/31/2011	NO
104	Joshua Landings/OH	Joshua Landings, LLC/614-396-3200	Y	40	40	11/1/2010	8/31/2011	NO
105	Moccasin Run/OH	Moccasin Run, LLC/614- 396-3200	Y	36	36	11/4/2010	9/7/2011	NO
106	Mallory Meadows/OH	Mallory Meadows, LLC/614-396-3200	Υ	24	24	8/12/2010	8/30/2011	NO
107	Ursula Park/OH	Ursula Park, LLC/614-396-	Y	36	36	10/20/2010	9/7/2011	NO
108	Mason Greene/KY	3200 Mason Greene LP/614-	Y	68	68	6/6/2011	11/16/2011	NO
109	Drake Crossing/PA	396-3200 Drake Crossing LP/614-	Y	30	30	10/3/2011	9/6/2012	NO
110	Woda Pinecrest Greene/SC	396-3200 Woda Pinecrest Greene LP/614-396-3200	Y	44	44	3/25/2011	6/30/2011	NO
111	McCalla Greene/MI	McCalla Greene, LLC/614-396-3200	Υ	32	32	11/30/2010	6/8/2012	NO
112	Sustainable Fellwood II/GA	Sustainable Fellwood II LP/614-396-3200	Y	110	110	12/23/2011	8/17/2012	NO
113	Belle Prairie/OH	Belle Prairie LP/614-396- 3200	Y	40	40	8/13/2012	1/15/2013	NO
114	Sterling Greene/TN	Sterling Greene LP/614- 396-3200	Y	48	48	7/23/2012	12/21/2012	NO
115	Sustainable Fellwood III/GA	Sustainable Fellwood III LP/614-396-3200	Y	100	100	12/27/2011	11/15/2012	NO
116	City View Place/VA	City View Place LP/614- 396-3200	Υ	32	32	10/17/2012	5/28/2013	NO
117	Rosewood Manor/OH	Rosewood Manor LP/614- 396-3200	Υ	24	24	11/9/2007	11/9/2007	NO
118	Quaker Meadow/PA	Quaker Meadow,	Y	40	40	9/30/2011	5/9/2012	NO
119	Windjammer Greene/MI	LLC/614-396-3200 Windjammer Greene	Y	24	24	12/5/2012	11/18/2013	NO
120	Wood Creek/MI	LDHA LP/614-396-3200 Wood Creek LDHA	Y	32	32	12/28/2012	11/18/2013	NO
121	Koehler Crossing/MI	LP/614-396-3200 Koehler Crossing LDHA	Y	28	28	6/25/2012	3/29/2013	NO
122	Livingston Greene/MI	LP/614-396-3200 Livingston Greene LDHA	Y	32	32	8/21/2012	6/6/2013	NO
123	Oak Hollow/SC	LP/614-396-3200 Woda Oak Hollow LP/614- 396-3200	Y	44	44	5/25/2012	2/8/2013	NO
124	Anderson Crossing/IN	Anderson Crossing LP/614-396-3200	Y	92	92	11/13/2012	7/26/2013	NO
125	Woda Autumn Run/OH	Woda Autumn Run LP/614-396-3200	Υ	38	38	11/30/2012	4/10/2013	NO
126	Woda Raceland Meadows/KY	Woda Raceland Meadows LP/614-396-	Y	32	32	3/4/2013	6/28/2013	NO
127	Chestnut Greene/KY	3200 Chestnut Greene LP/614-	Y	24	24	1/31/2013	6/19/2013	NO
128	Pennington Crossing/TN	396-3200 Pennington Crossing	Y	48	48	12/10/2013	12/31/2013	NO
129	Xena Place/OH	LP/614-396-3200 Xena Place LP/614-396- 3200	Y	40	40	12/13/2012	6/3/2013	NO
130	Junction City Associates/OH	Junction City Associates LP/614-396-3200	Y	24	24	1/1/2013	6/3/2013	NO
131	Crawford Place/OH	Crawford Place LP/614- 396-3200	Y	30	30	1/1/2013	6/3/2013	NO
132	Clough Commons/OH	Clough Commons LP/614-	Y	46	46	11/21/2012	6/3/2013	NO
133	Schoenbrunn Greene/OH	396-3200 Schoenbrunn Greene LP/614-396-3200	Y	40	40	6/1/2013	1/15/2014	NO
134	Hayden Senior Housing/OH	Hayden Senior Housing LP/614-396-3200	Υ	44	44	12/31/2013	9/10/2014	NO
135	Heatly Crossing/OH	Heatly Crossing LP/614- 396-3200	Y	32	32	12/31/2013	10/23/2014	NO
136	The Lofts at Court and Main/OH	The Lofts at Court and Main LP/614-396-3200	Y	31	31	3/22/2013	7/16/2013	NO
137	Glen Abbey Crossing/KY	Glen Abbey Crossing	Y	24	24	7/31/2013	1/16/2014	NO
138	Saluda Commons/SC	LP/614-396-3200 Edgefield Greene LP/614- 396-3200	Y	40	40	5/13/2014	11/20/2014	NO
139	Washington School/OH	Washington School	Y	42	42	8/31/2014	9/22/2015	NO
140	Jacob's Crossing/OH	LP/614-396-3200 Jacob's Crossing LP/614-	Y	42	42	12/1/2013	4/9/2014	NO
141	Alston Park/OH	396-3200 Alston Park LP/614-396- 3200	Y	39	39	9/30/2013	12/2/2015	NO
142	Chelsea Greene/WV	Chelsea Greene LP/614-	Y	32	32	9/23/2013	5/19/2015	NO
143	Oak Valley Gardens/WV	396-3200 Oak Valley Gardens	Y	28	28	12/29/2014	5/19/2015	NO
144	New Forge Crossing/PA	LP/614-396-3200 New Forge Crossing	Y	60	60	6/26/2014	10/28/2015	NO
145	Mevers Greene/PA	LP/614-396-3200 Meyers Greene LP/614-	Y	52	52	1/13/2014	3/30/2014	NO
146	Lloyd House/MI	396-3200 Lloyd House LDHA LP/614-	Y	44	44	12/26/2013	9/15/2015	NO
147	Barton Greene/TN	396-3200 Barton Greene LP/614-	Y	50	50	12/30/2013	6/3/2014	NO
148	Dutch Ridge/WV	396-3200 Dutch Ridge LP/614-396-	Y	24	24	6/30/2013	12/11/2013	NO
149	Arneman Place/PA	3200 Arneman Place LP/614-	Y	50	50	12/31/2013	4/10/2015	NO
150	Columbus School/MD	396-3200 Columbus School LP/614-	Y	49	49	6/20/2014	11/16/2015	NO
151	Hilton-North Avenue/MD	396-3200 Hilton-North Avenue LP/614-396-3200	Y	63	63	9/19/2013	7/21/2015	NO
152	Prescott Greene/IN	Prescott Greene LP/614- 396-3200	Y	32	32	5/29/2013	6/17/2014	NO
153	Manistee Place/MI	Manistee Place LDHA LP/614-396-3200	Υ	46	46	11/21/2013	9/24/2014	NO
154	Bridgeview Greene/MI	Bridgeview Greene LDHA LP/614-396-3200	Υ	40	40	4/23/2013	11/18/2013	NO
155	Charters Cove/MI	Charters Cove LP/614- 396-3200	Y 3rd PAGE TOTAL:	24 2,245	24 2,245	8/30/2012	11/18/2013	NO
			SIG I AGE IUIAL:	2,243	2,243			LIHTC as % of

March   Marc		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)
Consider Sheer/AM	156	Cheboygan Shores/MI	Cheboygan Shores LDHA LP/614-396-3200	Υ	24	24	4/23/2012	11/18/2013	NO
	157	Crooked River/MI	Crooked River LDHA	Υ	16	16	10/31/2012	1/9/2014	NO
Homony Generic No.   Print P	158	Olde Mill/MI		Υ	24	24	9/25/2012	1/9/2014	NO
Dearly Portler/N	159	Harmony Greene/GA	Harmoney Greene	Y	50	50	10/11/2012	5/6/2013	NO
Bothey Country A   Selection From Part   Selection	160	•	Liberty Pointe LP/614-396-	Y	48	48			NO
Bernam Poilet   VA									
Bernard Former   Page		-							
	162		396-3200						
15	163	The Banks at Berkley/VA		Y	50	50	12/31/2016	2/8/2018	NO
Bernon Foreire VA   996-500   1	164		Manor, LLC/614-396-3200	Y	128	128	12/27/2017		NO
	165	Brennan Pointe II/VA	396-3200	Y	43	43	10/31/2018	6/21/2019	NO
Sedeon General Co.   98,5300   Y	166	The Banks at Berkley/VA	LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	NO
Buller Crossing/ICH	167	Seaborn Greene/SC		Y	40	40	6/26/2015	12/7/2015	NO
Majon Crasing/OH	168	Butler Crossing/SC	Butler Crossing LP/614-	Y	40	40	3/31/2016	11/17/2016	NO
Northside Dive Apartments/// Professional Dive Apartments/// 14-43-45-49-   40	169	Majors Crossing/OH	Majors Crossing LP/614-	Y	40	40	11/23/2015	6/29/2016	NO
171   Capital Greene/WV   Copital Greene (1964   Y   40   40   10/30/2015   12/21/2016   NO			Northside Drive						
Tooley Place/INC			3200 Capital Greene LP/614-						
Viewmont Square Court   No		•							
Transmission   Tran	1/2	Tooley ridce/NC	396-3200	ſ	36	36	9/11/2015	6/2/2016	NO
	173	Viewmont Square Court/NC	LLC/614-396-3200	Y	50	50			
Wood Boardmann Loke/Mill	174	Brookside Commons/MI	LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	NO
Celebratory (Information)   Pijel 14-396-3000   1   50   50   10/27/2016   6/14/2017   NO	175	Woda Boardman Lake/MI	LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	NO
Figure   Found   Figure   Found   Figure   Found   F	176	Greensburg Manor/OH	LP/614-396-3200	Υ	50	50	10/27/2016	6/14/2017	NO
Foyette Landing/OH	177	Willoughbeach Terrace/OH		Υ	50	50	9/30/2016	6/12/2017	NO
Oliver Crossing (JP/614-6-98-3-200)	178	Fayette Landing/OH	Fayette Landing LP/614-	Υ	36	36	11/30/2016	2/2/2018	NO
LaBelle Greene/WV   LaBelle Greene LP/614	179	Oliver Crossing/TN	Oliver Crossing LP/614-	Y	24	24	11/21/2016	1/26/2017	NO
McCormick Greene/WV	180	LaBelle Greene/WV	LaBelle Greene LP/614-	Y	40	40	12/29/2016	11/20/2017	NO
Woodyard Greene/WV									
Pingle House/WV									
Bayridge Greene/MV									
Section   Sect	183	Pringle House/WV	3200	Y	40	40	9/16/2015	12/21/2016	NO
Breac Crossing/KY	184	Bayridge Greene/WV	396-3200	Y	40	40	8/25/2015	12/21/2016	NO
Deam Ridge/PA   Deam Ridge P/614-396- 3200   Temperature   Deam Ridge P/614-396- 3200   Temperature   Temperatur	185	Pebblecreek Crossing/KY	LP/396-3200	Y	48	48	2/6/2017	6/13/2017	NO
Bay	186	Breas Crossing/KY		Y	44	44	10/27/2016	4/17/2017	NO
Many Harvin Center/MD	187	Dawn Ridge/PA		Υ	58	58	12/18/2015	10/26/2017	NO
Freedman Point/VA	188	Mary Harvin Center/MD	Mary Harvin Center	Υ	61	61	1/20/2016	5/11/2017	NO
Hidwortha Apartments/MI	189	Freedman Point/VA	Freedman Point LP/614-	Y	68	68	11/21/2019	TBD	NO
Boynton Village/GA	190		Hiawatha Apartments	Y	32	32		4/21/2017	NO
Silver Lokes/GA		-	LDHA LP/614-396-3200 Boynton Village LP/614-						
Saver Laces/LoA   3200   T   44   44   44   97/2/1016   97/14/2017   NO									
Everts HII/OH   3,000   Y   49   49   12/21/2017   17/7/2019   NO			3200						
195	193	Everts Hill/OH	3200		49	49			NO
Tistan Ridge/KY	194	Emerald Gardens/WV	396-3200	Y	42	42	12/15/2017	11/30/2018	NO
1976	195	Terrapin Park/WV	LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	NO
Nelsonville School   Commons/OH   Commons/	196	Tristan Ridge/KY	Tristan Ridge LP/614-396-	Y	44	44	12/22/2017	6/25/2018	NO
ATZ Place/IN   ATZ Place IP/614-396-300   Y   38   38   9/27/2017   8/16/2018   NO	197		Nelsonville School Commons LP/614-396-	Y	33	33	12/5/2017	11/9/2018	NO
Parrish Greene (P/614-   Y   28   28   7/28/2017   2/9/2018   NO	198	ATZ Place/IN	ATZ Place LP/614-396-	Y	38	38	9/27/2017	8/16/2018	NO
200   Enchanted Glen/MI   Enchanted Glen LDHA   Y   36   36   2/7/2017   5/21/2018   NO			Parrish Greene LP/614-	Y	28	28		2/9/2018	NO
Def			Enchanted Glen LDHA						
202   Thompson Greene/PA   Thompson Greene   PA   So   So   9/28/2016   8/23/2018   NO			Penn Square II LP/614-						
Inditiport reference   Inditiport   Inditination   Indianation   I									
3200   1   30   30   180   1			LP/614-396-3200						
1	203		3200						
Pickla-396-3000   Y   60   60   12/28/2018   11/26/2019   NO	204	Wheatland Crossing/OH	LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	NO
206         Crystal Valley Manor/IN         Crystal Valley Manor         Y         40         40         9/24/2018         5/3/2019         NO           207         Shepard Greene/NC         Shepard Greene IP/614- 396-3200         Y         50         50         12/28/2018         10/17/2019         NO           208         Butter Crossing II/SC         Butter Crossing II IP/614- 396-3200         Y         42         42         7/8/2019         2/24/2020         NO           209         Grand View Place/MI         Grand View Place IDHA LP/614-396-3200         Y         68         68         12/29/2017         11/7/2019         NO           210         Cavalier Greene /MI         Cavalier Greene IDHA LP/614-396-3200         Y         40         40         12/8/2017         4/18/2019         NO	205	White Oak Crossing/TN	LP/614-396-3200	Υ	60	60	12/28/2018	11/26/2019	NO
Shepard Greene/NC   Shepard Greene LP/614-   Y   50   50   12/28/2018   10/17/2019   NO	206	Crystal Valley Manor/IN	Crystal Valley Manor	Y	40	40	9/24/2018	5/3/2019	NO
208         Butter Crossing II/SC         Butter Crossing II/P6/14 pt.         Y         42         42         7/8/2019         2/24/2020         NO           209         Grand View Place/MI         Grand View Place LDHA LP/614-396-3200         Y         68         68         12/29/2017         11/7/2019         NO           210         Cavalier Greene/MI         Cavalier Greene LDHA LP/614-396-3200         Y         40         40         12/8/2017         4/18/2019         NO	207	Shepard Greene/NC	Shepard Greene LP/614-	Υ	50	50	12/28/2018	10/17/2019	NO
209 Grand View Place/MI Grand Wew Place LDHA LP/614-396-3200 L210 Cavalier Greene LDHA LP/614-396-3200 44h PAGETOTAL: 2.533 2.533	208	Butler Crossing II/SC	Butler Crossing II LP/614-	Y	42	42	7/8/2019	2/24/2020	NO
210 Cavalier Greene/MI Covalier Greene LDHA Y 40 40 12/8/2017 4/18/2019 NO 4/18/201	209		Grand View Place LDHA	Y	68	68	12/29/2017	11/7/2019	NO
LP/614-396-3200 4th PAGE TOTAL: 2,533 2,533	210		Cavalier Greene LDHA						
			LP/614-396-3200						LIHTC as % of

# 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- compliand Found? Y/ (Explain Ye
Portland School/MI	Portland School LDHA LP/614-396-3200	Y	29	29	12/27/2017	7/2/2019	NO
Mallalieu Pointe/GA	Mallalieu Pointe LP/614- 396-3200	Y	67	67	3/30/2018	3/7/2019	NO
Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	NO
		5th PAGE TOTAL:	146	146			

LIHTC as % of GRAND TOTAL: 8,712 8,633 99% Total Unit



# List of LIHTC Developments (Schedule A)



Development Name: Lambert Landing

Name of Applicant: Lambert Landing Limited Partnership

### INSTRUCTIONS:

- 1 A Schedule A is required for <u>every</u> 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 <u>uncorrected</u> 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

	Bay Aging Brenne	an Pointe GP, LLC	Controlli	ng GP (CG	P) or 'Nam	ed' Managing	N			
	Principal's Name:		Member of Proposed property?* Y or N							
			CGP or							
			'Named'							
			Managing							
		Name of Ownership Entity and	Member at	Total	Total Low Income	Placed in	8609(s) Issue	Uncorrected 8823's? (Y/N)		
	Development Name/Location		dev.? (Y/N)*		Units	Service Date	Date	Explain "Y"		
1	Brennan Pointe/Newport	Brennan Pointe Limited	N		44			N		
	News, Virginia	Partnership (614-396-3200)	IN	44	44	12/31/2016	12/20/2017	IN		
2	The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	Ν		
3	Brennan Pointe II/Newport	Brennan Pointe II Limited								
	News, Virginia	Partnership (614-396-3200)	N	43	43	10/31/2018	6/21/2019	N		
4	Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	11/21/2019	TBD	N		
5	Holley Pointe/Portsmouth, Virginia	Holley Pointe Limited Parnership (614-396-3200)	N	50	50	TBD	TBD	N		
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and <u>one 8609</u> (per entity/development) for a total of 6.

1st PAGE

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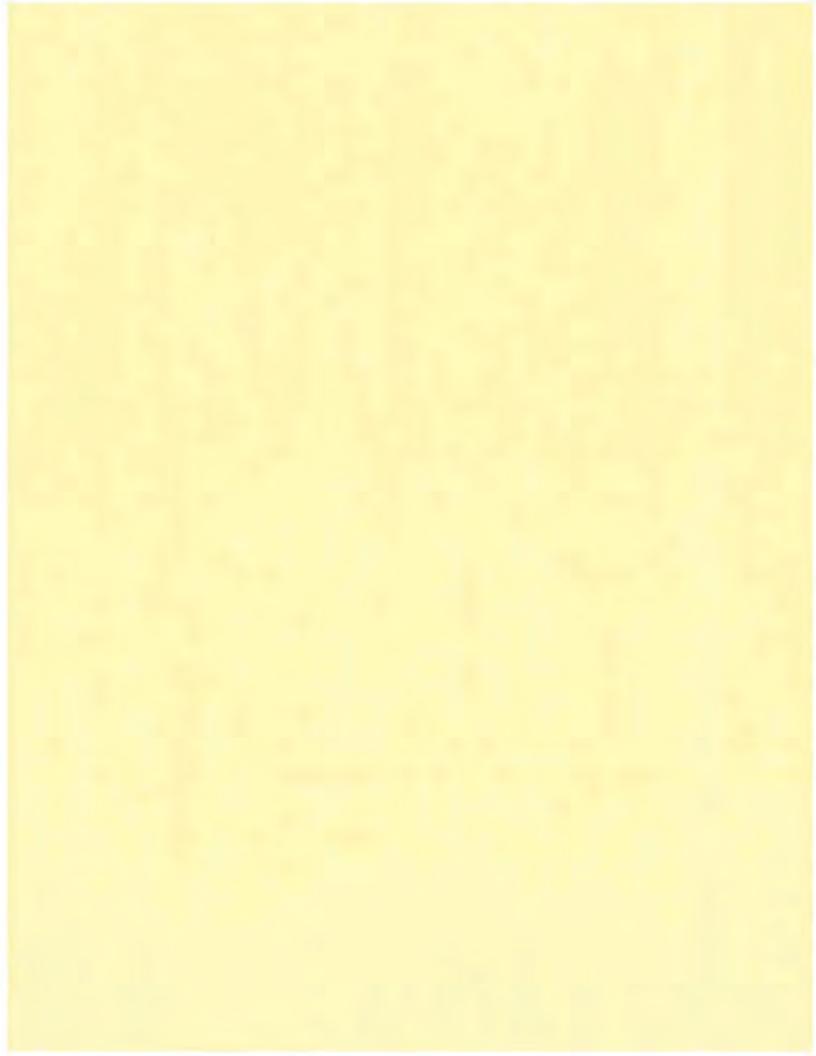
LIHTC as % of 100% Total Units v.01.01.20

255

# **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- complian Found? Y (Explain Y
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							1
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LIHTC as % of **GRAND TOTAL:** 255 255 100% Total Unit



# List of LIHTC Developments (Schedule A)



Development Name: Lambert Landing

Name of Applicant: Lambert Landing Limited Partnership

Controlling GP (CGP) or 'Named' Managing

### INSTRUCTIONS:

- 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.
- For each property for which an <u>uncorrected</u> 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Bay Aging

Development Name/Location Phone Number Development Name/Location Placed in Development Name/Location Phone Number Development Name/Location Phone Number Development Name/Location Phone Number Development Name/Location Phone Number Development Name/Location Placed in Development Name/Location Phone Number Development Name/Location Phone Number Development Name/Location Development Name/Location Phone Number Development Het thine of deve. (Y/N)* Development Name/Location Phone Number Development Name/Sevice Date Partnership (614-396-3200) N	Explain "Y"  014 N  017 N  18 N  018 N  018 N  019 N
Virginia   357-6000  N   56   56   171/2014   9712/21	017 N 18 N 018 N 018 N 019 N
Brennan Pointe/Newport News, Virginia   Brennan Pointe Limited Partnership (614-396-3200)   N   44   44   12/31/2016   12/20/2   12/31/2016   12/20/2   3   The Banks at Berkley/Norfolk, Virginia Partnership (614-396-3200)   N   50   50   12/31/2016   2/8/20   12/31/2016   2/8/20   12/31/2016   12/20/2   12/31/2016   12/20/2   12/31/2016   12/20/2   12/31/2016   12/20/2   12/31/2016   12/20/2   12/31/2016   12/20/2   12/31/2016   12/20/2   12/31/2016   12/20/2   12/31/2016   12/20/2   12/31/2016   12/20/2   12/31/2016	118 N N N N N N N N N N N N N N N N N N
The Banks at Berkley/Norfolk, Virginia   The Banks at Berkley Limited Partnership (614-396-3200)   N   50   50   12/31/2016   2/8/20	018 N 018 N 19 N ts N
Academy Apartments/West	19 N
Virginia   2031   N   32   32   12/6/2016   7/19/20	19 N
County, Virginia   357-6000   N   80   80   12/26/2018   8/5/20	ts N
Bermuda Crossing/Chesterfield   Bermuda Crossing VA LLC (704   N   80   80   Credits   Credits   County, Virginia   Str. 4000)   N   80   80   Credits   Credits   Returned	N N
News, Virginia   Partnership (614-396-3200)   N   43   43   10/31/2018   6/21/2019     Freedman Point/Hopewell,   Freedman Point Limited   Partnership (614-396-3200)   N   68   68   11/21/2019   TBD     Bickerstaff Crossing/Henrico,   Virginia   Sickerstaff Crossing VA LLC (704   N   60   60   TBD   TBD     Daffodil Gardens Phase   Daffodil Gardens Phase Two,   Two/Gloucester, Virginia   LLC (804) 758-1260, ext 1300   N   40   40   TBD   TBD     Holley Pointe/Portsmouth,   Holley Pointe Limited   Parmership (614-396-3200)   N   50   50   TBD   TBD     TBD	~~
Virginia	)19 N
Bickerstaff Crossing/Henrico,   Virginia   Sickerstaff Crossing VA LLC (704   N   60   60   TBD   TBD	N
Daffodil Gardens Phase   Two/Gloucester, Virginia   ULC (804) 758-1260, ext 1300   N   40   40   TBD   TBD	N
Virginia Parnership (614-396-3200) N 30 160 160	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.

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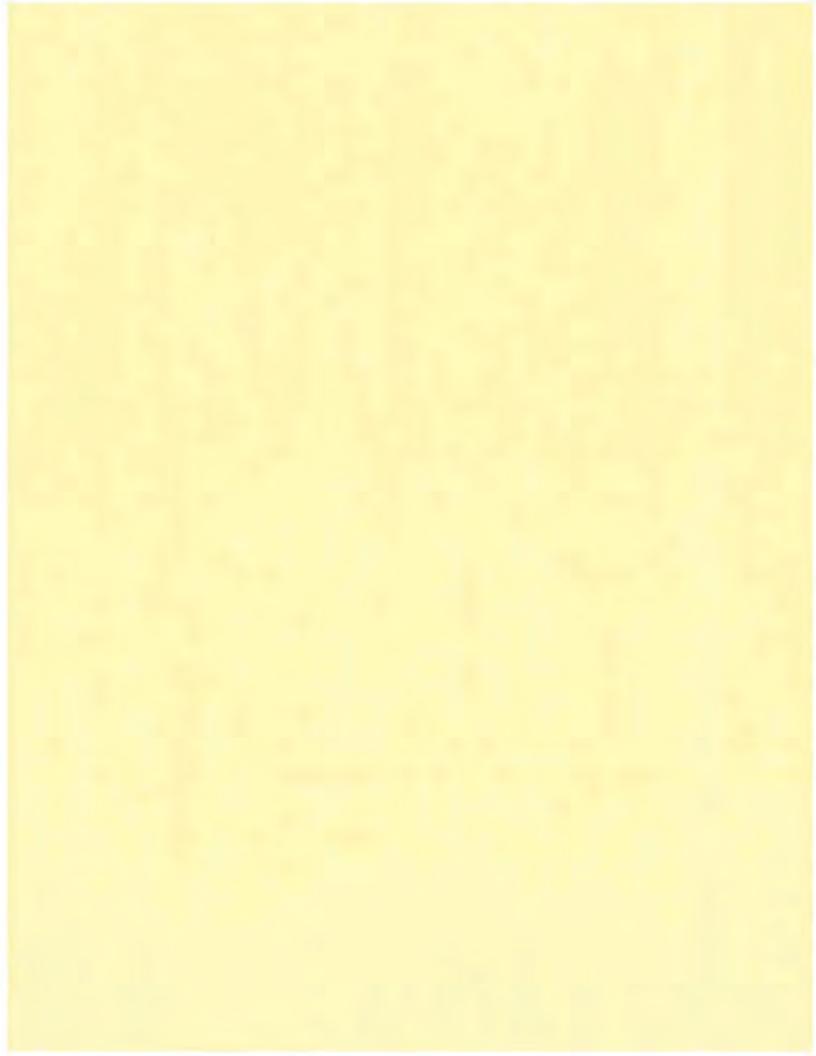
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LIHTC as % of 100% Total Units v.01.01.20

# **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- complian Found? Y (Explain Y
							1
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LIHTC as % of **GRAND TOTAL:** 635 635 100% Total Unit



# List of LIHTC Developments (Schedule A)



Development Name: Lambert Landing Name of Applicant: Lambert Landing Limited Partnership

### 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 <u>uncorrected</u> 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Kathy Vesl rincipal's Name:	Controlling GP (CGP) or 'Named' Managing N  Member of Proposed property?* Y or N							
evelopment 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	Uncorrec 8823's? (' Explain'	
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TOTAL:

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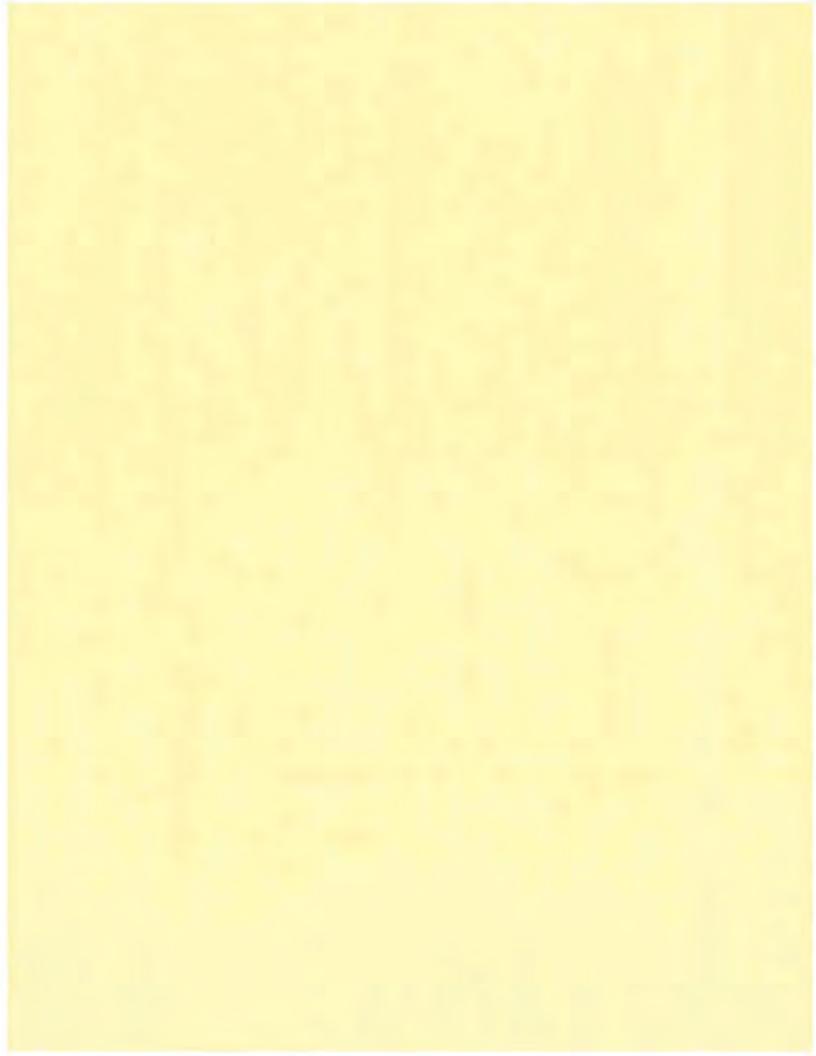
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# **Previous Participation Certification** continued

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	Nor complice Found? (Explain
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LIHTC as % of GRAND TOTAL: 0 0 #DIV/0! Total Unit



# List of LIHTC Developments (Schedule A)



Development Name: Lambert Landing Name of Applicant: Lambert Landing Limited Partnership

### 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 <u>uncorrected</u> 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name:	Controlling GP (CGP) or 'Named' Managing N 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	Uncorrecte 8823's? (Y// <b>Explain "Y</b>
sevelopment Name/Location	THORE NOTIFIED	GCV.+ (1/14)	011113	011113	SCIVICE DAIC	Daic	Expidin 1

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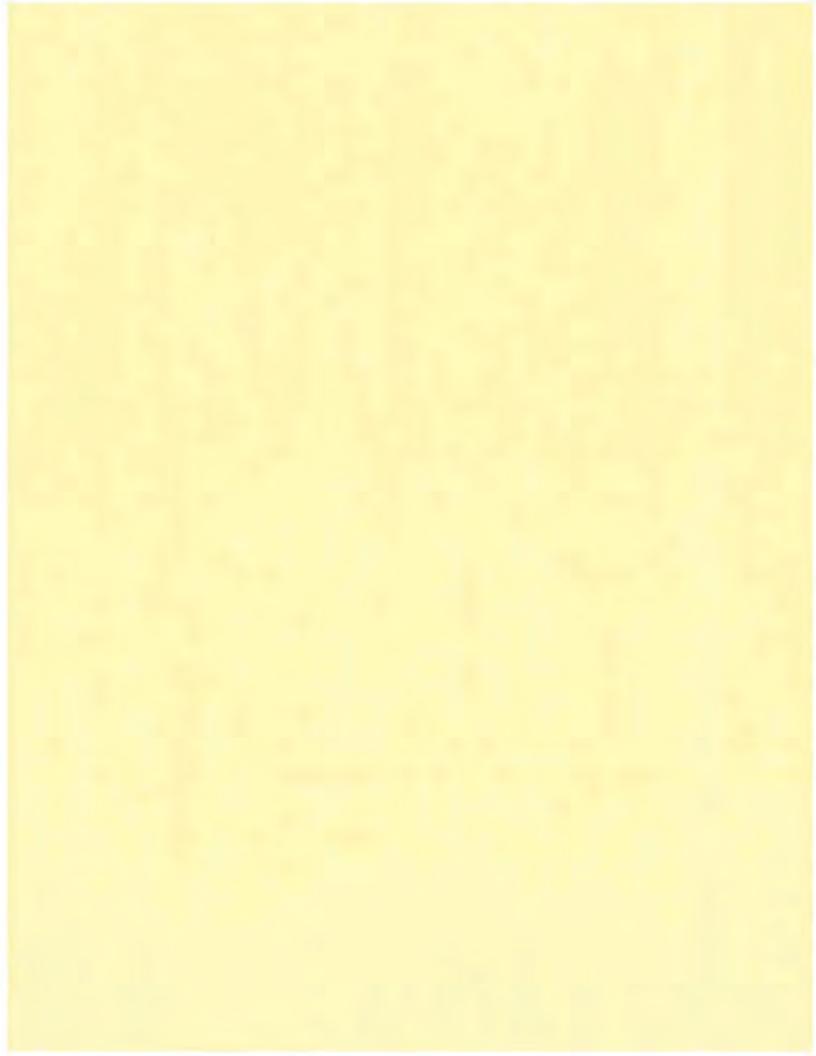
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# **Previous Participation Certification** continued

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	Nor complice Found? (Explain
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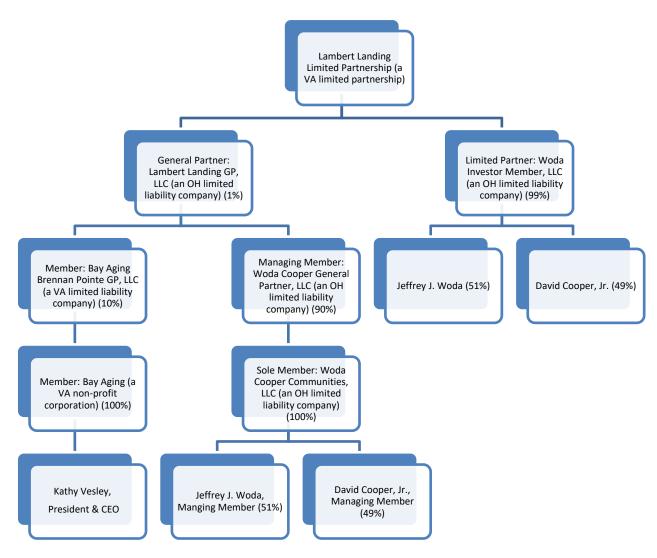
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LIHTC as % of GRAND TOTAL: 0 0 #DIV/0! Total Unit



# Lambert Landing Limited Partnership

# Organizational Chart



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

### **ASSIGNMENT OF PURCHASE AGREEMENT**

### February 12, 2020

The undersigned, Woda Cooper Development, Inc. ("Assignor"), entered into a Purchase Agreement with Rolling Ridge, LLC on January 2, 2020 (the "Purchase Agreement") for real estate parcels consisting of 4.26+/- acres more or less, approximately located at 11501 Jefferson Davis Highway, Chester, VA 23831; with the assigned parcel identification numbers of 797660474400000, 797660437100000, 797661430300000, 797660449700000, 797660468800000, 797660478300000, 797660487800000, 797661410800000, and depicted on Exhibit A as attached hereto (the "Assigned Parcel"). Assignor hereby assigns to Lambert Landing Limited Partnership ("Assignee") all of its rights to purchase the Assigned Parcel. By executing in the space provided below, Assignee hereby accepts such assignment and agrees to perform the obligations of the Buyer as set forth in the attached Purchase Agreement. The assignment provided for herein is effective as of the date set forth above.

[Signatures on the following page]

# Assignor:

Woda Cooper Development, Inc.

Name: Chelsea Arlantico

Title: Vice President & Corporate Counsel

# Assignee:

# **Lambert Landing Limited Partnership**

A Virginia Limited Partnership

By: Lambert Landing GP, LLC
An Ohio Limited Liability Company
Its General Partner

By: Woda Cooper General Partner, LLC
An Ohio Limited Liability Company
Its Sole Member

By: Woda Cooper Communities, LLC
An Ohio Limited Liability Company
Its Sole Member

By:

Chelsea Arlantico

Authorized Signatory

Vice President & Corporate Counsel

# Exhibit A



# **Parcels and Addresses Comprising the Property**

<u>Parcels</u>: 797660474400000, 797660437100000, 797661430300000, 797660449700000, 797660468800000, 797660478300000, 797660487800000, 797661410800000

<u>Addresses</u>: 11501 Jefferson Davis Highway; 11430,11404,11410,11420,11424,11428 Elokomin Avenue; 2501 Rio Vista Street, Chester, Chesterfield County, Virginia 23831

### PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into this 2 day of January 2020, by and between Rolling Ridge LLC, whose tax mailing address is 544 Newtown Road, Suite 128, Virginia Beach, Virginia 23462 (hereinafter referred to as the "Seller"), and Woda Cooper Development, Inc., whose tax mailing address is 500 S. Front Street, 10<sup>th</sup> Floor, Columbus, Ohio 43215 (hereinafter referred to as the "Buyer"); and

**WHEREAS,** Seller is the owner of certain real estate parcels consisting of 4.26 +/- acres more or less; approximately located at 11501 Jefferson Davis Highway, Chester, VA, 23831; with the county assigned parcel identification numbers of 797660474400000, 797660437100000, 797661430300000, 797660449700000, 797660468800000, 797660478300000, 797660487800000, 797661410800000; and as generally depicted on Exhibit A attached hereto (the "**Property**"),

**WHEREAS**, the Seller desires to sell the Property and the Buyer desires to purchase the Property upon and subject to the terms and conditions of this Agreement;

**NOW THEREFORE,** for and in consideration of the sum Fifteen Thousand Dollars and no/100 (\$15,000.00) (the Initial Earnest Payment"); of which Two Thousand Dollars and no/100 (\$2,000.00) will become nonrefundable on March 31, 2020 and Thirteen Thousand Dollars and no/100 (\$13,000.00) will become nonrefundable within thirty (30) days of Buyer receiving a final reservation of Section 42 tax credits from the Virginia Housing Development Authority. Both the Initial Earnest Deposit and all subsequent earnest deposits shall be applicable to the Purchase Price; the receipt and the sufficiency of which are hereby acknowledged, and for the further consideration of the covenants and agreements set forth below, the parties agree as follows:

- 1. Seller shall sell and Buyer shall purchase the Property upon and subject to the terms and conditions of this Agreement.
- 2. The purchase price for the Property shall be One Million Three Hundred Thousand Dollars and no/100 (\$1,300,000.00) (the "Purchase Price").
- 3. Buyer shall deposit with Star Title Agency, LLC (500 South Front Street, Suite 250, Columbus, Ohio 43215; Attn: Jim Saad), the Initial Earnest Payment within (30) business days of the full execution of this Agreement. The Initial Earnest Payment will be credited towards the Purchase Price.
- 4. At Closing, Buyer shall pay Purchase Price as follows: Buyer shall pay to Seller in cash the balance of the Purchase Price that is due after deducting the amount of the Earnest Deposits which will be released to Seller if not previously released. At Closing, Seller shall deliver a transferable, recordable, General Warranty deed to Buyer, or its assignee. The General Warranty deed shall be prepared by Seller. Closing shall occur on or before November 30, 2020.

- 5. Buyer shall have five (5) options to extend this Purchase Agreement for thirty (30) days per extension option by notifying Seller not less than 20 days prior to closing and delivering to Seller an additional earnest payment of Ten Thousand Dollars and no/100 (\$10,000.00) per extension request ("Extension Earnest Deposit"). All additional Extension Earnest Deposit payments shall be immediately non-refundable and credited to the Purchase Price at Closing.
- 6. Title to the Property shall be free and clear of all liens and encumbrances other than those that do not unreasonably interfere with Buyer's intended development of the Property, as determined by Buyer in its sole discretion. Buyer shall obtain a title insurance commitment for the Property and if any exception noted therein is unacceptable to Buyer, Buyer shall notify Seller in writing before March 31, 2020 and Seller shall then have thirty (30) calendar days from the notice date to cure such unacceptable exception. If Seller fails to cure such exception within such thirty (30) day period and provides evidence to Buyer of such cure acceptable to Buyer, then Buyer shall have the right to terminate this Agreement by written notice to Seller and the Earnest Deposit shall be returned to Buyer.
- 7. Buyer's obligation to purchase the property shall be subject to and contingent upon satisfaction to Buyer, at Buyer's sole cost and expense and in Buyer's sole discretion of the following contingencies specified below:
  - a. Buyer determining that it can obtain all governmental approvals necessary or desirable for the construction of the housing units and all related amenities on the Property.
  - b. Buyer determining that the Property is in compliance with the lender and investor environmental requirements.
  - c. Buyer completing due diligence on the site and market review to its satisfaction.
  - d. Buyer obtaining acceptable zoning approvals for the planned number of units and acceptable site plan approval by the appropriate government.
  - e. Buyer determining that development of Property for Buyer's intended use is economically feasible.
  - f. Buyer determining that the environmental remediation plan and costs associated with environmental reports are acceptable.
  - g. Buyer obtaining a commitment of Project-Based Vouchers from a qualified Public Housing Authority.
  - h. Buyer obtaining written confirmation from the County that the site is in a revitalization zone.

- i. Buyer obtaining a final reservation of Section 42 tax credits from VHDA.
- 8. If the contingencies in paragraph 7 above are not satisfied or waived by Buyer, then Buyer shall have sole and absolute right to terminate this Purchase Agreement by written notice to Seller. If Buyer does not obtain a final reservation of Section 42 tax credits from the VHDA, Buyer shall terminate this Agreement within ten (10) business days from the date of official notification from VHDA and neither party shall have any further rights, obligations, or liabilities hereunder.
- 9. It is understood and agreed that during the contract period for the Property, Buyer and its designees shall have the right to enter the Property to conduct environmental tests, soils tests, or any other such investigation as deemed necessary by Buyer all at Buyer's sole discretion and expense. Buyer will indemnify and hold harmless Seller from any claims, damages or causes of action which might occur as a result of Buyer's activities on the Property and Buyer shall restore the Property to the condition existing before said test or investigations were conducted.
- 10. Notices under this Agreement may be given by fax, mail, overnight mail, or personal delivery. Any notice that is actually received shall be effective regardless of the manner in which it is sent or delivered.
  - a. Notices to Seller shall be sent to:
     544 Newtown Road, Suite 128, Virginia Beach, VA 23462 Attn: General Counsel
  - b. Notices to Buyer shall be sent to:500 S. Front Street, 10th Floor, Columbus, Ohio 43215.
- 11. This Agreement shall be assignable by Buyer to an affiliate of Buyer without prior notice to or consent of Seller.
- 12. Seller shall not, without the prior written approval of Purchaser, (a) make or permit to be made any material changes or alterations to any part of the Property; (b) enter into any agreement affecting any part of the Property that would continue past Closing, except as approved by Buyer; (c) permit any liens, mortgages, deeds of trust, or other encumbrances not currently of record to be placed against, or to affect any part of the Property or title to the Property.
- 13. At Closing, Seller shall pay the cost of deed preparation. Seller agrees to provide Buyer a General Warranty Deed with no encumbrances upon the real property described herein. Buyer shall pay the cost of an owner's title insurance policy in the full amount of the Purchase Price. At Closing, the real estate taxes will be prorated. Seller shall be responsible to pay all real estate grantor taxes. Seller and Buyer agree that the Closing or the purchase of the property and the title insurance for the transaction will be furnished through a title agency of Buyers choice. Buyer shall pay all other costs and taxes of recording the deed and any other costs customarily paid by a buyer in Richmond, Virginia.

- 14. At Closing, Seller, to the extent it has the legal right to do so, shall grant to Buyer any easements needed for access and/or utility service to the Property. Buyer shall pay all third-party costs of surveying, document preparation, legal description preparation, recording fees, etc. in connection with the creation and recordation of any such easements that are necessary. Any necessary easements will be placed in locations determined by Buyer's engineer subject to Seller's consent, with such consent not to be unreasonably withheld or delayed.
- 15. Any commission owed to Premier Realty as a result of this transaction shall be paid for by the Seller. Seller agrees to pay such commissions to Premier Realty and agrees to hold Buyer harmless and to defend Buyer against such claims for such commission. Buyer shall indemnify, defend, and hold harmless Seller from any claims for commissions from any agent or broker other than Premier Realty that claims to have dealt with Buyer.
- 16. The duration of this offer is open for acceptance until January 3, 2020 by 5:00 P.M.

[END OF DOCUMENT -SIGNATURE PAGE FOLLOWS]

# Signature Page

Seller:
Rolling Ridge LLC
By: Law.
ts: President of Boyd Corp., Manager
Rolling Ridge LLC
By:
ts:
Buyer:
Woda Cooper Development, Inc.
By: Chelsea Arlantico
ts: Vice President of Development and Corporate Counsel

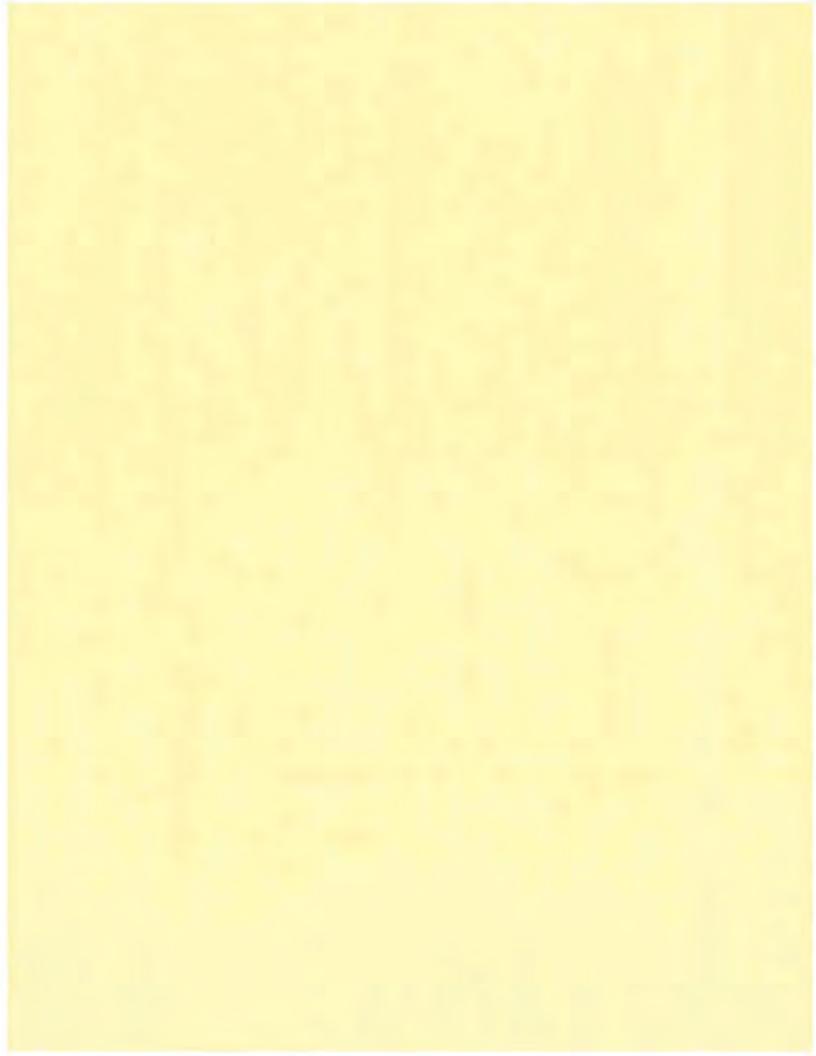
# Exhibit A



# **Parcels and Addresses Comprising the Property**

<u>Parcels</u>: 797660474400000, 797660437100000, 797661430300000, 797660449700000, 797660468800000, 797660478300000, 797660487800000, 797661410800000

<u>Addresses</u>: 11501 Jefferson Davis Highway; 11430,11404,11410,11420,11424,11428 Elokomin Avenue; 2501 Rio Vista Street, Chester, Chesterfield County, Virginia 23831





## 11430 ELOKOMIN AVE

Parcel ID: 797660437100000 Real Estate Account: 285360001

Tax Account: 124102

### Overview

2020 Assessment Last Sale (10/30/2002)

\$144,800.00 \$111,000.00\*

\* Number of lots: 3

Property Info

Parcel ID: 797660437100000
Real Estate Account: 285360001
Property Class: COMMERCIAL
Magisterial District: BERMUDA

**Subdivision: NORMANDALE TERRACE** 

Deeded Acreage: N/A Legal Description

NORMANDALE TER L9,10&17-44BK13

Owner

ROLLING RIDGE LLC 544 NEWTOWN RD

VIRGINIA BEACH, VA 23462

COMMERCIAL

# 2019 Assessment

	Taxable Land Value	Building value	Total Value
Original	\$144,800.00	\$0.00	\$144,800.00
Adjusted	\$144,800.00	\$0.00	\$144,800.00

**2019 Tax Rate Per \$100:** \$0.95 **Annual Tax:** \$1,375.60

# **DISCLAIMER**

Please note that the real estate tax bill information located on this website is not the official real estate tax accounts receivable records of Chesterfield County. The official real estate tax accounts receivable records are located in the Treasurer's Office and may include additional collection fees. While the Treasurer's Office has attempted to ensure that the accounts receivable data contained herein is accurate, Chesterfield County makes no warranties, express or implied, concerning the accuracy, completeness, reliability, or suitability of this data. This service is not

intended as a title search and the tax bills presented through this service may NOT represent all taxes due on a parcel as tax I.D. splits/changes are not reflected. Please contact the Treasurer's Office at (804) 748-1201 during normal business hours to obtain the total amount due on the parcel including any additional collection fees.

MAKE CHECKS PAYABLE AND MAIL TO: TREASURER, CHESTERFIELD COUNTY

# **Assessments**

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	Total Assessment
2020	01/01/2020	\$144,800.00	\$0.00	\$0.00	\$144,800.00
2019	01/01/2019	\$144,800.00	\$0.00	\$0.00	\$144,800.00
2018	01/01/2018	\$144,800.00	\$0.00	\$0.00	\$144,800.00
2017	01/01/2017	\$144,800.00	\$0.00	\$0.00	\$144,800.00
2016	01/01/2016	\$144,800.00	\$0.00	\$0.00	\$144,800.00
2015	01/01/2015	\$144,800.00	\$0.00	\$0.00	\$144,800.00
2014	01/01/2014	\$144,800.00	\$0.00	\$0.00	\$144,800.00
2013	01/01/2013	\$144,800.00	\$0.00	\$0.00	\$144,800.00
2012	01/01/2012	\$144,800.00	\$0.00	\$0.00	\$144,800.00
2011	01/01/2011	\$144,800.00	\$0.00	\$0.00	\$144,800.00
2010	01/01/2010	\$144,800.00	\$0.00	\$0.00	\$144,800.00
2009	01/01/2009	\$144,800.00	\$0.00	\$0.00	\$144,800.00
2008	01/01/2008	\$144,800.00	\$0.00	\$0.00	\$144,800.00
2007	01/01/2007	\$86,900.00	\$0.00	\$0.00	\$86,900.00
2006	01/01/2006	\$65,400.00	\$0.00	\$0.00	\$65,400.00
2005	01/01/2005	\$65,400.00	\$0.00	\$0.00	\$65,400.00
2004	01/01/2004	\$65,400.00	\$0.00	\$0.00	\$65,400.00
2003	01/01/2003	\$65,400.00	\$0.00	\$0.00	\$65,400.00
2002	01/01/2002	\$65,400.00	\$0.00	\$0.00	\$65,400.00
2001	01/01/2001	\$65,400.00	\$0.00	\$0.00	\$65,400.00
2000	01/01/2000	\$65,400.00	\$0.00	\$0.00	\$65,400.00
1999	01/01/1999	\$18,200.00	\$0.00	\$0.00	\$18,200.00
1998	01/01/1998	\$18,200.00	\$0.00	\$0.00	\$18,200.00
1997	01/01/1997	\$18,200.00	\$0.00	\$0.00	\$18,200.00
1996	01/01/1996	\$18,200.00	\$0.00	\$0.00	\$18,200.00
1995	01/01/1995	\$18,200.00	\$0.00	\$0.00	\$18,200.00

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	<b>Total Assessment</b>
1994	01/01/1994	\$18,200.00	\$0.00	\$0.00	\$18,200.00
1993	01/01/1993	\$18,200.00	\$0.00	\$0.00	\$18,200.00
1992	01/01/1992	\$18,200.00	\$0.00	\$0.00	\$18,200.00
1991	01/01/1991	\$18,200.00	\$0.00	\$0.00	\$18,200.00
1990	01/01/1990	\$18,200.00	\$0.00	\$0.00	\$18,200.00
1989	01/01/1989	\$18,200.00	\$0.00	\$0.00	\$18,200.00
1988	01/01/1988	\$18,200.00	\$0.00	\$0.00	\$18,200.00
1987	01/01/1987	\$29,400.00	\$0.00	\$0.00	\$29,400.00

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the Internet is specifically authorized by the Code of Virginia 58.1-3122.2 (as amended).

Please note that these assessment records are not the official assessment records of Chesterfield County. Official records are located in the Office of the Real Estate Assessor. While the Office of the Real Estate Assessor has attempted to ensure that the assessment data contained herein is accurate and reflects the property's characteristics, Chesterfield County makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Also, the subdivision plat information available on this website is not the official subdivision plat. The official subdivision plats are located in the Clerk of Circuit Courts office. Chesterfield County does not assume any liability associated with the use or misuse of this real estate assessment data or subdivision plat information.

Real Estate Assessment Data v.2.1



## 2501 RIO VISTA ST

Parcel ID: 797661410800000 Real Estate Account: 285360001

Tax Account: 124139

### Overview

2020 Assessment Last Sale (01/24/2002)

\$85,000.00<sup>\*</sup> \$27,000.00

\* Number of lots: 2

Property Info Owner

Parcel ID: 797661410800000 Real Estate Account: 285360001 **Property Class: COMMERCIAL** 

Magisterial District: BERMUDA

**Subdivision: NORMANDALE TERRACE** 

Deeded Acreage: N/A Legal Description

NORMANDALE TERR L1 TH 4 BK 13

**ROLLING RIDGE LLC** 544 NEWTOWN RD

VIRGINIA BEACH, VA 23462

COMMERCIAL

# 2019 Assessment

	Taxable Land Value	Building value	Total Value
Original	\$27,000.00	\$0.00	\$27,000.00
Adjusted	\$27,000.00	\$0.00	\$27,000.00

2019 Tax Rate Per \$100: \$0.95

**Annual Tax: \$256.50** 

# **DISCLAIMER**

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intended as a title search and the tax bills presented through this service may NOT represent all taxes due on a parcel as tax I.D. splits/changes are not reflected. Please contact the Treasurer's Office at (804) 748-1201 during normal business hours to obtain the total amount due on the parcel including any additional collection fees.

MAKE CHECKS PAYABLE AND MAIL TO: TREASURER, CHESTERFIELD COUNTY

# **Assessments**

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	Total Assessment
2020	01/01/2020	\$27,000.00	\$0.00	\$0.00	\$27,000.00
2019	01/01/2019	\$27,000.00	\$0.00	\$0.00	\$27,000.00
2018	01/01/2018	\$27,000.00	\$0.00	\$0.00	\$27,000.00
2017	01/01/2017	\$27,000.00	\$0.00	\$0.00	\$27,000.00
2016	01/01/2016	\$27,000.00	\$0.00	\$0.00	\$27,000.00
2015	01/01/2015	\$27,000.00	\$0.00	\$0.00	\$27,000.00
2014	01/01/2014	\$27,000.00	\$0.00	\$0.00	\$27,000.00
2013	01/01/2013	\$27,000.00	\$0.00	\$0.00	\$27,000.00
2012	01/01/2012	\$27,000.00	\$0.00	\$0.00	\$27,000.00
2011	05/03/2011	\$27,900.00	\$0.00	\$0.00	\$27,900.00
2011	01/01/2011	\$27,900.00	\$0.00	\$85,700.00	\$113,600.00
2010	01/01/2010	\$27,900.00	\$0.00	\$89,700.00	\$117,600.00
2009	01/01/2009	\$27,900.00	\$0.00	\$94,200.00	\$122,100.00
2008	01/01/2008	\$27,900.00	\$0.00	\$97,400.00	\$125,300.00
2007	01/01/2007	\$22,500.00	\$0.00	\$80,700.00	\$103,200.00
2006	01/01/2006	\$20,700.00	\$0.00	\$69,500.00	\$90,200.00
2005	01/01/2005	\$18,000.00	\$0.00	\$66,500.00	\$84,500.00
2004	01/01/2004	\$15,500.00	\$0.00	\$53,500.00	\$69,000.00
2003	01/01/2003	\$14,000.00	\$0.00	\$52,200.00	\$66,200.00
2002	01/01/2002	\$14,000.00	\$0.00	\$52,200.00	\$66,200.00
2001	01/01/2001	\$14,000.00	\$0.00	\$48,000.00	\$62,000.00
2000	01/01/2000	\$16,000.00	\$0.00	\$48,000.00	\$64,000.00
1999	01/01/1999	\$15,000.00	\$0.00	\$48,000.00	\$63,000.00
1998	01/01/1998	\$14,500.00	\$0.00	\$44,400.00	\$58,900.00
1997	01/01/1997	\$14,500.00	\$0.00	\$44,400.00	\$58,900.00
1996	01/01/1996	\$14,500.00	\$0.00	\$44,400.00	\$58,900.00

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	<b>Total Assessment</b>
1995	01/01/1995	\$10,000.00	\$0.00	\$39,800.00	\$49,800.00
1994	01/01/1994	\$10,000.00	\$0.00	\$32,400.00	\$42,400.00
1993	01/01/1993	\$10,000.00	\$0.00	\$32,400.00	\$42,400.00
1992	01/01/1992	\$10,000.00	\$0.00	\$32,400.00	\$42,400.00
1991	01/01/1991	\$10,000.00	\$0.00	\$32,400.00	\$42,400.00
1990	01/01/1990	\$10,000.00	\$0.00	\$32,400.00	\$42,400.00
1989	01/01/1989	\$10,000.00	\$0.00	\$32,400.00	\$42,400.00
1988	01/01/1988	\$10,000.00	\$0.00	\$32,400.00	\$42,400.00
1987	01/01/1987	\$10,000.00	\$0.00	\$32,400.00	\$42,400.00

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Real Estate Assessment Data v.2.1



## 11404 ELOKOMIN AVE

Parcel ID: 797661430300000 Real Estate Account: 285360001

Tax Account: 124140

### Overview

2020 Assessment Last Sale (01/24/2002)

\$2,000.00 \$85,000.00\*

\* Number of lots: 2

Property Info Owner

Parcel ID: 797661430300000

Real Estate Account: 285360001

Property Class: COMMERCIAL

Magisterial District: BERMUDA

**Subdivision: NORMANDALE TERRACE** 

Deeded Acreage: N/A Legal Description

NORMANDALE TERR L5 & 6 BK 13

O WHEE

ROLLING RIDGE LLC 544 NEWTOWN RD

VIRGINIA BEACH, VA 23462

**COMMERCIAL** 

### 2019 Assessment

	Taxable Land Value	Building value	Total Value
Original	\$2,000.00	\$0.00	\$2,000.00
Adjusted	\$2,000.00	\$0.00	\$2,000.00

**2019 Tax Rate Per \$100:** \$0.95

**Annual Tax: \$19.00** 

### DISCLAIMER

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MAKE CHECKS PAYABLE AND MAIL TO: TREASURER, CHESTERFIELD COUNTY

# **Assessments**

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	Total Assessment
2020	01/01/2020	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2019	01/01/2019	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2018	01/01/2018	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2017	01/01/2017	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2016	01/01/2016	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2015	01/01/2015	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2014	01/01/2014	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2013	01/01/2013	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2012	01/01/2012	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2011	01/01/2011	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2010	01/01/2010	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2009	01/01/2009	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2008	01/01/2008	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2007	01/01/2007	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2006	01/01/2006	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2005	01/01/2005	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2004	01/01/2004	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2003	01/01/2003	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2002	01/01/2002	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2001	01/01/2001	\$2,000.00	\$0.00	\$0.00	\$2,000.00
2000	01/01/2000	\$2,000.00	\$0.00	\$0.00	\$2,000.00
1999	01/01/1999	\$2,000.00	\$0.00	\$0.00	\$2,000.00
1998	01/01/1998	\$1,800.00	\$0.00	\$0.00	\$1,800.00
1997	01/01/1997	\$1,800.00	\$0.00	\$0.00	\$1,800.00
1996	01/01/1996	\$1,800.00	\$0.00	\$0.00	\$1,800.00
1995	01/01/1995	\$1,800.00	\$0.00	\$0.00	\$1,800.00

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	<b>Total Assessment</b>
1994	01/01/1994	\$1,800.00	\$0.00	\$0.00	\$1,800.00
1993	01/01/1993	\$1,800.00	\$0.00	\$0.00	\$1,800.00
1992	01/01/1992	\$1,700.00	\$0.00	\$0.00	\$1,700.00
1991	01/01/1991	\$1,700.00	\$0.00	\$0.00	\$1,700.00
1990	01/01/1990	\$1,700.00	\$0.00	\$0.00	\$1,700.00
1989	01/01/1989	\$1,700.00	\$0.00	\$0.00	\$1,700.00
1988	01/01/1988	\$1,700.00	\$0.00	\$0.00	\$1,700.00
1987	01/01/1987	\$1,700.00	\$0.00	\$0.00	\$1,700.00

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the Internet is specifically authorized by the Code of Virginia 58.1-3122.2 (as amended).

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Real Estate Assessment Data v.2.1



# 11410 ELOKOMIN AVE

Parcel ID: 797660449700000 Real Estate Account: 285360001

Tax Account: 124103

#### Overview

2020 Assessment Last Sale (10/30/2002)

\$111,000.00<sup>\*</sup> \$500.00

\* Number of lots: 3

Property Info Owner

Parcel ID: 797660449700000 Real Estate Account: 285360001

Property Class: SINGLE-FAM.RES.(URBAN)

Magisterial District: BERMUDA

**Subdivision: NORMANDALE TERRACE** 

Deeded Acreage: N/A Legal Description

NORMANDALE TERR L7 & 8 BK 13

**ROLLING RIDGE LLC** 544 NEWTOWN RD

VIRGINIA BEACH, VA 23462

SINGLE-FAM.RES.(URBAN)

#### 2019 Assessment

	Taxable Land Value	Building value	Total Value
Original	\$500.00	\$0.00	\$500.00
Adjusted	\$500.00	\$0.00	\$500.00

2019 Tax Rate Per \$100: \$0.95

Annual Tax: \$4.76

# **DISCLAIMER**

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MAKE CHECKS PAYABLE AND MAIL TO: TREASURER, CHESTERFIELD COUNTY

# **Assessments**

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	Total Assessment
2020	01/01/2020	\$500.00	\$0.00	\$0.00	\$500.00
2019	01/01/2019	\$500.00	\$0.00	\$0.00	\$500.00
2018	01/01/2018	\$500.00	\$0.00	\$0.00	\$500.00
2017	01/01/2017	\$500.00	\$0.00	\$0.00	\$500.00
2016	01/01/2016	\$500.00	\$0.00	\$0.00	\$500.00
2015	01/01/2015	\$500.00	\$0.00	\$0.00	\$500.00
2014	01/01/2014	\$500.00	\$0.00	\$0.00	\$500.00
2013	01/01/2013	\$500.00	\$0.00	\$0.00	\$500.00
2012	01/01/2012	\$500.00	\$0.00	\$0.00	\$500.00
2011	01/01/2011	\$500.00	\$0.00	\$0.00	\$500.00
2010	01/01/2010	\$500.00	\$0.00	\$0.00	\$500.00
2009	01/01/2009	\$500.00	\$0.00	\$0.00	\$500.00
2008	01/01/2008	\$500.00	\$0.00	\$0.00	\$500.00
2007	01/01/2007	\$500.00	\$0.00	\$0.00	\$500.00
2006	01/01/2006	\$500.00	\$0.00	\$0.00	\$500.00
2005	01/01/2005	\$500.00	\$0.00	\$0.00	\$500.00
2004	01/01/2004	\$500.00	\$0.00	\$0.00	\$500.00
2003	01/01/2003	\$500.00	\$0.00	\$0.00	\$500.00
2002	01/01/2002	\$500.00	\$0.00	\$0.00	\$500.00
2001	01/01/2001	\$500.00	\$0.00	\$0.00	\$500.00
2000	01/01/2000	\$500.00	\$0.00	\$0.00	\$500.00
1999	01/01/1999	\$500.00	\$0.00	\$0.00	\$500.00
1998	01/01/1998	\$500.00	\$0.00	\$0.00	\$500.00
1997	01/01/1997	\$500.00	\$0.00	\$0.00	\$500.00
1996	01/01/1996	\$500.00	\$0.00	\$0.00	\$500.00
1995	01/01/1995	\$500.00	\$0.00	\$0.00	\$500.00

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	<b>Total Assessment</b>
1994	01/01/1994	\$500.00	\$0.00	\$0.00	\$500.00
1993	01/01/1993	\$500.00	\$0.00	\$0.00	\$500.00
1992	01/01/1992	\$500.00	\$0.00	\$0.00	\$500.00
1991	01/01/1991	\$500.00	\$0.00	\$0.00	\$500.00
1990	01/01/1990	\$500.00	\$0.00	\$0.00	\$500.00
1989	01/01/1989	\$500.00	\$0.00	\$0.00	\$500.00
1988	01/01/1988	\$500.00	\$0.00	\$0.00	\$500.00
1987	01/01/1987	\$500.00	\$0.00	\$0.00	\$500.00

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Real Estate Assessment Data v.2.1



# 11420 ELOKOMIN AVE

Parcel ID: 797660468800000 Real Estate Account: 285360001

Tax Account: 124106

#### Overview

2020 Assessment Last Sale (05/24/2005)

\$500.00 \$8,000.00

Property Info Owner

Parcel ID: 797660468800000 ROLLING RIDGE LLC
Real Estate Account: 285360001 544 NEWTOWN RD

Property Class: SINGLE-FAM.RES.(URBAN) VIRGINIA BEACH, VA 23462

Magisterial District: BERMUDA SINGLE-FAM.RES.(URBAN)

Subdivision: NORMANDALE TERRACE

Deeded Acreage: N/A Legal Description

NORMANDALE TERR L11 & 12 BK 13

#### 2019 Assessment

	Taxable Land Value	Building value	Total Value
Original	\$500.00	\$0.00	\$500.00
Adjusted	\$500.00	\$0.00	\$500.00

**2019** Tax Rate Per \$100: \$0.95

Annual Tax: \$4.76

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MAKE CHECKS PAYABLE AND MAIL TO: TREASURER, CHESTERFIELD COUNTY

# **Assessments**

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	Total Assessment
2020	01/01/2020	\$500.00	\$0.00	\$0.00	\$500.00
2019	01/01/2019	\$500.00	\$0.00	\$0.00	\$500.00
2018	01/01/2018	\$500.00	\$0.00	\$0.00	\$500.00
2017	01/01/2017	\$500.00	\$0.00	\$0.00	\$500.00
2016	01/01/2016	\$500.00	\$0.00	\$0.00	\$500.00
2015	01/01/2015	\$500.00	\$0.00	\$0.00	\$500.00
2014	01/01/2014	\$500.00	\$0.00	\$0.00	\$500.00
2013	01/01/2013	\$500.00	\$0.00	\$0.00	\$500.00
2012	01/01/2012	\$500.00	\$0.00	\$0.00	\$500.00
2011	01/01/2011	\$500.00	\$0.00	\$0.00	\$500.00
2010	01/01/2010	\$500.00	\$0.00	\$0.00	\$500.00
2009	01/01/2009	\$500.00	\$0.00	\$0.00	\$500.00
2008	01/01/2008	\$500.00	\$0.00	\$0.00	\$500.00
2007	01/01/2007	\$500.00	\$0.00	\$0.00	\$500.00
2006	01/01/2006	\$500.00	\$0.00	\$0.00	\$500.00
2005	01/01/2005	\$500.00	\$0.00	\$0.00	\$500.00
2004	01/01/2004	\$500.00	\$0.00	\$0.00	\$500.00
2003	01/01/2003	\$500.00	\$0.00	\$0.00	\$500.00
2002	01/01/2002	\$500.00	\$0.00	\$0.00	\$500.00
2001	01/01/2001	\$500.00	\$0.00	\$0.00	\$500.00
2000	01/01/2000	\$500.00	\$0.00	\$0.00	\$500.00
1999	01/01/1999	\$500.00	\$0.00	\$0.00	\$500.00
1998	01/01/1998	\$500.00	\$0.00	\$0.00	\$500.00
1997	01/01/1997	\$500.00	\$0.00	\$0.00	\$500.00
1996	01/01/1996	\$500.00	\$0.00	\$0.00	\$500.00
1995	01/01/1995	\$500.00	\$0.00	\$0.00	\$500.00

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	<b>Total Assessment</b>
1994	01/01/1994	\$500.00	\$0.00	\$0.00	\$500.00
1993	01/01/1993	\$500.00	\$0.00	\$0.00	\$500.00
1992	01/01/1992	\$500.00	\$0.00	\$0.00	\$500.00
1991	01/01/1991	\$500.00	\$0.00	\$0.00	\$500.00
1990	01/01/1990	\$500.00	\$0.00	\$0.00	\$500.00
1989	01/01/1989	\$500.00	\$0.00	\$0.00	\$500.00
1988	01/01/1988	\$500.00	\$0.00	\$0.00	\$500.00
1987	01/01/1987	\$500.00	\$0.00	\$0.00	\$500.00

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Real Estate Assessment Data v.2.1



# **11424 ELOKOMIN AVE**

Parcel ID: 797660478300000 Real Estate Account: 285360001

Tax Account: 124108

#### Overview

2020 Assessment Last Sale (03/05/2003)

\$500.00 \$500.00

Property Info Owner

Parcel ID: 797660478300000 Real Estate Account: 285360001

Property Class: SINGLE-FAM.RES.(URBAN)

Magisterial District: BERMUDA

Subdivision: NORMANDALE TERRACE

Deeded Acreage: 0.17 acre(s)

Legal Description

NORMANDALE TERR L13 & 14 BK 13

**ROLLING RIDGE LLC** 544 NEWTOWN RD

VIRGINIA BEACH, VA 23462

SINGLE-FAM.RES.(URBAN)

#### 2019 Assessment

	Taxable Land Value	Building value	Total Value
Original	\$500.00	\$0.00	\$500.00
Adjusted	\$500.00	\$0.00	\$500.00

2019 Tax Rate Per \$100: \$0.95

Annual Tax: \$4.76

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MAKE CHECKS PAYABLE AND MAIL TO: TREASURER, CHESTERFIELD COUNTY

# **Assessments**

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	Total Assessment
2020	01/01/2020	\$500.00	\$0.00	\$0.00	\$500.00
2019	01/01/2019	\$500.00	\$0.00	\$0.00	\$500.00
2018	01/01/2018	\$500.00	\$0.00	\$0.00	\$500.00
2017	01/01/2017	\$500.00	\$0.00	\$0.00	\$500.00
2016	01/01/2016	\$500.00	\$0.00	\$0.00	\$500.00
2015	01/01/2015	\$500.00	\$0.00	\$0.00	\$500.00
2014	01/01/2014	\$500.00	\$0.00	\$0.00	\$500.00
2013	01/01/2013	\$500.00	\$0.00	\$0.00	\$500.00
2012	01/01/2012	\$500.00	\$0.00	\$0.00	\$500.00
2011	01/01/2011	\$500.00	\$0.00	\$0.00	\$500.00
2010	01/01/2010	\$500.00	\$0.00	\$0.00	\$500.00
2009	01/01/2009	\$500.00	\$0.00	\$0.00	\$500.00
2008	01/01/2008	\$500.00	\$0.00	\$0.00	\$500.00
2007	01/01/2007	\$500.00	\$0.00	\$0.00	\$500.00
2006	01/01/2006	\$500.00	\$0.00	\$0.00	\$500.00
2005	01/01/2005	\$500.00	\$0.00	\$0.00	\$500.00
2004	01/01/2004	\$500.00	\$0.00	\$0.00	\$500.00
2003	01/01/2003	\$500.00	\$0.00	\$0.00	\$500.00
2002	01/01/2002	\$500.00	\$0.00	\$0.00	\$500.00
2001	01/01/2001	\$500.00	\$0.00	\$0.00	\$500.00
2000	01/01/2000	\$500.00	\$0.00	\$0.00	\$500.00
1999	01/01/1999	\$500.00	\$0.00	\$0.00	\$500.00
1998	01/01/1998	\$500.00	\$0.00	\$0.00	\$500.00
1997	01/01/1997	\$500.00	\$0.00	\$0.00	\$500.00
1996	01/01/1996	\$500.00	\$0.00	\$0.00	\$500.00
1995	01/01/1995	\$500.00	\$0.00	\$0.00	\$500.00

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	<b>Total Assessment</b>
1994	01/01/1994	\$500.00	\$0.00	\$0.00	\$500.00
1993	01/01/1993	\$500.00	\$0.00	\$0.00	\$500.00
1992	01/01/1992	\$500.00	\$0.00	\$0.00	\$500.00
1991	01/01/1991	\$500.00	\$0.00	\$0.00	\$500.00
1990	01/01/1990	\$500.00	\$0.00	\$0.00	\$500.00
1989	01/01/1989	\$500.00	\$0.00	\$0.00	\$500.00
1988	01/01/1988	\$500.00	\$0.00	\$0.00	\$500.00
1987	01/01/1987	\$500.00	\$0.00	\$0.00	\$500.00

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Real Estate Assessment Data v.2.1



#### 11428 ELOKOMIN AVE

Parcel ID: 797660487800000 Real Estate Account: 285360001

Tax Account: 124109

#### Overview

2020 Assessment Last Sale (02/20/2007)

\$25,000.00 \$500.00

Property Info Owner

Parcel ID: 797660487800000 Real Estate Account: 285360001

Property Class: SINGLE-FAM.RES.(URBAN)

Magisterial District: BERMUDA

Subdivision: NORMANDALE TERRACE

Deeded Acreage: N/A Legal Description

NORMANDALE TERR L15 & 16 BK 13

**ROLLING RIDGE LLC** 544 NEWTOWN RD

VIRGINIA BEACH, VA 23462

SINGLE-FAM.RES.(URBAN)

#### 2019 Assessment

	Taxable Land Value	Building value	Total Value
Original	\$500.00	\$0.00	\$500.00
Adjusted	\$500.00	\$0.00	\$500.00

2019 Tax Rate Per \$100: \$0.95

Annual Tax: \$4.76

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MAKE CHECKS PAYABLE AND MAIL TO: TREASURER, CHESTERFIELD COUNTY

# **Assessments**

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	Total Assessment
2020	01/01/2020	\$500.00	\$0.00	\$0.00	\$500.00
2019	01/01/2019	\$500.00	\$0.00	\$0.00	\$500.00
2018	01/01/2018	\$500.00	\$0.00	\$0.00	\$500.00
2017	01/01/2017	\$500.00	\$0.00	\$0.00	\$500.00
2016	01/01/2016	\$500.00	\$0.00	\$0.00	\$500.00
2015	01/01/2015	\$500.00	\$0.00	\$0.00	\$500.00
2014	01/01/2014	\$500.00	\$0.00	\$0.00	\$500.00
2013	01/01/2013	\$500.00	\$0.00	\$0.00	\$500.00
2012	01/01/2012	\$500.00	\$0.00	\$0.00	\$500.00
2011	01/01/2011	\$500.00	\$0.00	\$0.00	\$500.00
2010	01/01/2010	\$500.00	\$0.00	\$0.00	\$500.00
2009	01/01/2009	\$500.00	\$0.00	\$0.00	\$500.00
2008	01/01/2008	\$500.00	\$0.00	\$0.00	\$500.00
2007	01/01/2007	\$500.00	\$0.00	\$0.00	\$500.00
2006	01/01/2006	\$500.00	\$0.00	\$0.00	\$500.00
2005	01/01/2005	\$500.00	\$0.00	\$0.00	\$500.00
2004	01/01/2004	\$500.00	\$0.00	\$0.00	\$500.00
2003	01/01/2003	\$500.00	\$0.00	\$0.00	\$500.00
2002	01/01/2002	\$500.00	\$0.00	\$0.00	\$500.00
2001	01/01/2001	\$500.00	\$0.00	\$0.00	\$500.00
2000	01/01/2000	\$500.00	\$0.00	\$0.00	\$500.00
1999	01/01/1999	\$500.00	\$0.00	\$0.00	\$500.00
1998	01/01/1998	\$500.00	\$0.00	\$0.00	\$500.00
1997	01/01/1997	\$500.00	\$0.00	\$0.00	\$500.00
1996	01/01/1996	\$500.00	\$0.00	\$0.00	\$500.00
1995	01/01/1995	\$500.00	\$0.00	\$0.00	\$500.00

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	<b>Total Assessment</b>
1994	01/01/1994	\$500.00	\$0.00	\$0.00	\$500.00
1993	01/01/1993	\$500.00	\$0.00	\$0.00	\$500.00
1992	01/01/1992	\$500.00	\$0.00	\$0.00	\$500.00
1991	01/01/1991	\$500.00	\$0.00	\$0.00	\$500.00
1990	01/01/1990	\$500.00	\$0.00	\$0.00	\$500.00
1989	01/01/1989	\$500.00	\$0.00	\$0.00	\$500.00
1988	01/01/1988	\$500.00	\$0.00	\$0.00	\$500.00
1987	01/01/1987	\$500.00	\$0.00	\$0.00	\$500.00

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the Internet is specifically authorized by the Code of Virginia 58.1-3122.2 (as amended).

Please note that these assessment records are not the official assessment records of Chesterfield County. Official records are located in the Office of the Real Estate Assessor. While the Office of the Real Estate Assessor has attempted to ensure that the assessment data contained herein is accurate and reflects the property's characteristics, Chesterfield County makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Also, the subdivision plat information available on this website is not the official subdivision plat. The official subdivision plats are located in the Clerk of Circuit Courts office. Chesterfield County does not assume any liability associated with the use or misuse of this real estate assessment data or subdivision plat information.

Real Estate Assessment Data v.2.1



# 11501 JEFFERSON DAVIS HWY

Parcel ID: 797660474400000 Real Estate Account: 285360001

Tax Account: 124107

#### Overview

2020 Assessment Last Sale (10/30/2002)

\$114,900.00 \$111,000.00\*

\* Number of lots: 3

Property Info Owner

Parcel ID: 797660474400000
Real Estate Account: 285360001
Property Class: COMMERCIAL
Magisterial District: BERMUDA

Subdivision: NORMANDALE TERRACE

Deeded Acreage: N/A Legal Description

NORMND TERR L1PT2&3&31TH36BK12

OWILLI

**ROLLING RIDGE LLC** 544 NEWTOWN RD

VIRGINIA BEACH, VA 23462

COMMERCIAL

#### 2019 Assessment

	Taxable Land Value	Building value	Total Value
Original	\$114,900.00	\$0.00	\$114,900.00
Adjusted	\$114,900.00	\$0.00	\$114,900.00

**2019 Tax Rate Per \$100:** \$0.95 **Annual Tax:** \$1,091.56

# **DISCLAIMER**

Please note that the real estate tax bill information located on this website is not the official real estate tax accounts receivable records of Chesterfield County. The official real estate tax accounts receivable records are located in the Treasurer's Office and may include additional collection fees. While the Treasurer's Office has attempted to ensure that the accounts receivable data contained herein is accurate, Chesterfield County makes no warranties, express or implied, concerning the accuracy, completeness, reliability, or suitability of this data. This service is not

intended as a title search and the tax bills presented through this service may NOT represent all taxes due on a parcel as tax I.D. splits/changes are not reflected. Please contact the Treasurer's Office at (804) 748-1201 during normal business hours to obtain the total amount due on the parcel including any additional collection fees.

MAKE CHECKS PAYABLE AND MAIL TO: TREASURER, CHESTERFIELD COUNTY

# **Assessments**

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	Total Assessment
2020	01/01/2020	\$114,900.00	\$0.00	\$0.00	\$114,900.00
2019	01/01/2019	\$114,900.00	\$0.00	\$0.00	\$114,900.00
2018	01/01/2018	\$114,900.00	\$0.00	\$0.00	\$114,900.00
2017	01/01/2017	\$114,900.00	\$0.00	\$0.00	\$114,900.00
2016	01/01/2016	\$114,900.00	\$0.00	\$0.00	\$114,900.00
2015	01/01/2015	\$114,900.00	\$0.00	\$0.00	\$114,900.00
2014	01/01/2014	\$114,900.00	\$0.00	\$0.00	\$114,900.00
2013	01/01/2013	\$114,900.00	\$0.00	\$0.00	\$114,900.00
2012	01/01/2012	\$114,900.00	\$0.00	\$0.00	\$114,900.00
2011	01/01/2011	\$114,900.00	\$0.00	\$0.00	\$114,900.00
2010	01/01/2010	\$114,900.00	\$0.00	\$0.00	\$114,900.00
2009	01/01/2009	\$114,900.00	\$0.00	\$0.00	\$114,900.00
2008	01/01/2008	\$114,900.00	\$0.00	\$0.00	\$114,900.00
2007	01/01/2007	\$91,900.00	\$0.00	\$0.00	\$91,900.00
2006	01/01/2006	\$91,900.00	\$0.00	\$0.00	\$91,900.00
2005	01/01/2005	\$91,900.00	\$0.00	\$0.00	\$91,900.00
2004	01/01/2004	\$91,900.00	\$0.00	\$0.00	\$91,900.00
2003	01/01/2003	\$91,900.00	\$0.00	\$0.00	\$91,900.00
2002	01/01/2002	\$76,600.00	\$0.00	\$0.00	\$76,600.00
2001	01/01/2001	\$76,600.00	\$0.00	\$0.00	\$76,600.00
2000	01/01/2000	\$76,600.00	\$0.00	\$0.00	\$76,600.00
1999	01/01/1999	\$58,100.00	\$0.00	\$0.00	\$58,100.00
1998	01/01/1998	\$58,100.00	\$0.00	\$0.00	\$58,100.00
1997	01/01/1997	\$58,100.00	\$0.00	\$0.00	\$58,100.00
1996	01/01/1996	\$58,100.00	\$0.00	\$0.00	\$58,100.00
1995	01/01/1995	\$58,100.00	\$0.00	\$0.00	\$58,100.00

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	<b>Total Assessment</b>
1994	01/01/1994	\$59,600.00	\$0.00	\$0.00	\$59,600.00
1993	01/01/1993	\$59,600.00	\$0.00	\$0.00	\$59,600.00
1992	01/01/1992	\$59,600.00	\$0.00	\$0.00	\$59,600.00
1991	01/01/1991	\$59,600.00	\$0.00	\$0.00	\$59,600.00
1990	01/01/1990	\$53,200.00	\$0.00	\$0.00	\$53,200.00
1989	01/01/1989	\$53,200.00	\$0.00	\$0.00	\$53,200.00
1988	01/01/1988	\$53,200.00	\$0.00	\$0.00	\$53,200.00
1987	01/01/1987	\$44,100.00	\$0.00	\$0.00	\$44,100.00

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the Internet is specifically authorized by the Code of Virginia 58.1-3122.2 (as amended).

Please note that these assessment records are not the official assessment records of Chesterfield County. Official records are located in the Office of the Real Estate Assessor. While the Office of the Real Estate Assessor has attempted to ensure that the assessment data contained herein is accurate and reflects the property's characteristics, Chesterfield County makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Also, the subdivision plat information available on this website is not the official subdivision plat. The official subdivision plats are located in the Clerk of Circuit Courts office. Chesterfield County does not assume any liability associated with the use or misuse of this real estate assessment data or subdivision plat information.

Real Estate Assessment Data v.2.1

# Third-Party RESNET Rater Certification (MANDATORY)



#### 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 perfomance 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.

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

In addition provide HERS rating documention as specified in the manual
X 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.
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 Bours - Must evidence a UEDS ladou of OF as better
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
Viridiant's EarthCraft Multifamily program Gold certification or higher
FALSE IFFD 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
to meeting the most sine of ingred standards to obtain certain action.
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
Mathyland
Signed:
Date: 3.11.2020 Printed Name: Matt Waring
RESNET Rater
Resnet Provider Agency
Viridiant Signature

# **Home Energy Rating Certificate**

**Projected Report** 

Rating Date: 2020-03-11

Registry ID:

Ekotrope ID: kvyjyy42

# **HERS® Index Score:**

61

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**

\$715

\*Relative to an average U.S. home

Home: 11501 Jefferson Davis Hwy Chester, VA 23831

**Builder:** Woda Construction, Inc.

# Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.9	\$164
Cooling	1.2	\$41
Hot Water	5.6	\$188
Lights/Appliances	11.9	\$396
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	23.7	\$868

# This home meets or exceeds the criteria of the following:

#### **Home Feature Summary:**



Model: 2 BR 1st Flr.

Community: Lambert Landing

Conditioned Floor Area: 911 ft<sup>2</sup> Number of Bedrooms: 2

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: 5 ACH50

Ventilation: 80 CFM • 35 Watts

Duct Leakage to Outside: 36.44 CFM @ 25Pa (4 / 100 s.f.)

Above Grade Walls: R-21

Ceiling: Adiabatic, R-4

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

Matt Waring, Certified Energy Rater Digitally signed: 3/11/20 at 11:20 AM



HERS Index

Existing

Reference

Zero Energy

02013 RESNET

140

130

120

100

90

80

40

More Energy

61

This Home

Less Energy

# Zoning Certification Letter (MANDATORY)



757-484-9670 · Fax: 757-484-7498 · 901 PortCentre Parkway, Suite 5 · Portsmouth, Virginia 23704

# Zoning Certification

DATE:	March 11, 2020	
го:	Virginia Housing Developmen 601 South Belvidere Street Richmond, Virginia 23220 Attention: JD Bondurant	at Authority
RE:	ZONING CERTIFICATION	
	Name of Development:	Lambert Landing
	Name of Owner/Applicant:	Lambert Landing Limited Partnership
	Name of Seller/Current Owne	er: Rolling Ridge LLC
detern Plan f  DEVEL  Devel  1150	mining whether the Developme or housing tax credits.  OPMENT DESCRIPTION:  opment Address: 1 Jefferson Davis Highway	ginia Housing Development Authority solely for the purpose of ent qualifies for points available under VHDA's Qualified Allocation
Ches	ter, Va. 23831	
_	Description: se See Attached.	
Р	roposed Improvements:	
H A	daptive Reuse: # Units	# Buildings 79,840.04 Total Floor Area Sq. Ft.  # Buildings Total Floor Area Sq. Ft.  # Buildings Total Floor Area Sq. Ft.



757-484-9670 · Fax: 757-484-7498 · 901 PortCentre Parkway, Suite 5 · Portsmouth, Virginia 23704

# Zoning Certification, cont'd

Current Zoning <u>C-3</u> allowing a density of <u>a minimum of 15</u> (15) Units per acre and the following other applicable conditions: \_.

Other Descriptive Information:	
Other Descriptive information.	
LOCAL CERTIFICATION:	
Check one of the following as	s appropriate:
development. To th	ed development described above is proper for the proposed residential ne best of my knowledge, there are presently no zoning violations property. No further zoning approvals and/or special use permits are
knowledge, there are	ped above is an approved non-conforming use. To the best of my presently no zoning violations outstanding on this property. No further for special use permits are required.
	Chrima San
MANAGOOOOO	Signature
A COUNTY OF LIFE	CHRISTOPHER L. STUBBS P.E.
CHRISTOPHER L. STUBBS	Printed Name
Lic. No. 058084	CIVIL ENGINEER
TONAL ENGINEER	Title of Local Official or Civil Engineer
900000000000000000000000000000000000000	757-484-9670
	Phone:
	March 11, 2020
	Date:

# Attorney's Opinion (MANDATORY)

# RENO&CAVANAUGH PLLC

March 12, 2020

TO: Virginia Housing Development Authority

601 South Belvidere Street Richmond, Virginia 23220-6500

RE: 2020 Tax Credit Reservation Request

Name of Development: Lambert Landing

Name of Owner: Lambert Landing Limited Partnership

#### 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 12, 2020 (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:

- 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.
- 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.

# RENO&CAVANAUGH PLLC

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.

#### ATTORNEY'S OPINION LETTER, continued

- 5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
- 6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
- 7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

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.

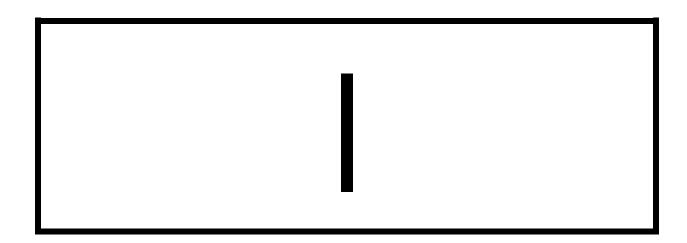
# RENO&CAVANAUGH PLLC

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.

Reno & Cavanaugh, PLLC

By: Efrem Levy Esq.

Its: Member



# Nonprofit Questionnaire (MANDATORY for points or pool)

# Y. Non-profit Questionnaire



1. General Information

# 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.

Name of development:	Lambert Landir	ng		
Name of owner/applicant:	Lambert Landin	ng Limited Partnership		
Name of non-profit entity:	Bay Aging	TIP - TO -		
Address of principal place of 5306 Old Virginia Street (P.O. Box 610), U		n-profit entity:		
Indicate funding sources and Each of the programs operated by Bag Ag		' '		ources.
Tax exempt status:	■ 501(c)(3)	☐ 501(c)(4)		
·				
Date of legal formation of no evidenced by the following	g documentali	on:	on deadline);	6/26/1978
Date of legal formation of no evidenced by the following Certificate of Incorporation Issued by the V	g documentati Virginia State Corpora	On: ation Commission.		
Date of legal formation of no	g documentati dirginia State Corpora (4) determinate attached):	on: ation Commission.  tion letter (must be place fostering of low-inc	orior to applica	tion n its articles
Date of legal formation of no evidenced by the following Certificate of Incorporation Issued by the North Date of IRS 501 (c) (3) or 501 (c) deadline and copy must be alanuary 11, 1980  Describe exempt purposes (modificorporation):	g documentati firginia State Corpora (4) determinat attached): nust include the	on: ation Commission.  tion letter (must be placed to stering of low-incommunities served by the communities and communities served by the communities and communities are communities and communities and communities are communities and communities and communities are communities are communities are communities and communities are communities are communities are communities and communities are communities are communities are communities a	orior to applica come housing in	tion n its articles ting the provision of

Ex Ba	plain the anticipated future activities of the non-profit over the next five years: y Aging will continue to work at the community level to assure the delivery of efficient and appropriate services to people of a
ag	es. It will continue to work to achieve the goal of helping people remain as independent as possible for as long as possible.
no	ow many full time, paid staff members does the non-profit and, if applicable, any other on-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to nich the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?  How many part time, paid staff members? 168
	escribe the duties of all staff members: I dulles vary greally depending on which company Division or program. Divisions Include Communily Living Programs (Valerans Services, Senio
	ters, Adult Day Care, Meals on Wheels, Care Coordination, Home Nursing Care, etc.), Bay Transit (demand response public transportation)
	Bay Family Housing (affordable single family and multi-family housing production, management & resident service coordination).
	pes the non-profit share staff with any other entity besides a related non-profit described pove?
	Yes No If yes, explain in detail:
The	re are currently 858 active volunteers.
fir al Cor	hat are the sources and manner of funding of the non-profit? (You must disclose all nancial and/ or the arrangements with any individual(s) or for profit entity, including nyone or any entity related, directly, indirectly, to the Owner of the Development nmunity Living Programs (Older Americans Act, Medical Relmbursement, State of Virginla Special Appropriations); Bay Transli
	deral Transit Administration, Virginia Department of Rail & Public Transportation, Local Govt., Rider fares); Bay Family Housing Disaction 202, CDBG, HOME, Dept. of Energy, LIHEAP, VHDA SPARC, REACH & LIHTC, Southeast RCAP, Federal Home Loan Bank of Atlanta).
a	st all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:
Alta	iched and available upon request.
 1-pi	rofit Formation
E) The	xplain in detail the genesis of the formation of the non-profit: Northern Neck-Middle Peninsula Area Agency on Aging, Inc. and, subsequently, Chesapeako Bay Agency on Aging, Inc. (now Bay Aging) was organized in
June	, 1978, as a private, nonprofit lax-exempt organization serving the counties of Essex, King William, King & Queen, Middlesex, Gloucester, Malthews, Lancaster, Northumberland,
Disk	nond and Westmoreland. In recent years, Bay Aging has expanded some services to cover the Hampton Roads, Portsmouth, Richmond and Fredericksburg regions and entire State of Virginia.

2020 Page 2 of 10

If yes, explain in detail: itieted with a for-profit entity celled Bay Custom Homes, Inc. The entity served as a general contractor specializing in single family modular homes and the special contractor specializing in single family modular homes dissolved in 2011 due to lack of profitability. Bay Aging also has a 10% capital interest in eight previously funded LIHTC development Pointe I, The Banks at Berkley, Academy Apartments, Village Green, Timberland Park, Brennan Pointe II, Bermuda Crossing, Freedman Point and Holley organization or local housing authority (including the Owner of the interest of the partner, or any individual or entity directly or indirectly related appointed any directors to the governing board of the non-profit?  If yes, explain:
iliated with a for-profit entity celled Bay Custom Homes, Inc. The entity served as a general contractor specializing in single family modular had 004 and was dissolved in 2011 due to lack of profitability. Bay Aging also has a 10% capital interest in eight previously funded LIHTC development Pointe I, The Banks et Berkley, Acedemy Apartments, Village Green, Timberland Park, Brennan Pointe II, Bermuda Crossing, Freedman Point and Holley organization or local housing authority (including the Owner of the not venture partner, or any individual or entity directly or indirectly related appointed any directors to the governing board of the non-profit?
organization or local housing authority (including the Owner of the non-profit?
organization or local housing authority (including the Owner of the nt venture partner, or any individual or entity directly or indirectly related appointed any directors to the governing board of the non-profit?
nt venture partner, or any individual or entity directly or indirectly related appointed any directors to the governing board of the non-profit?
yes, explain:
fit organization or local housing authority have the right to make such
If yes, explain:
it organization or local housing authority have any other affiliation with have any other relationship with the non-profit in which it exercises or has se any other type of control?
If yes, explain:
if formed by any individual(s) or for profit entity for the principal purpose
d in the non-profit Pool or receiving points for non-profit participation
ne past experience of the non-profit including, if applicable, the past y other related non-profit of which the non-profit is a subsidiary or to offit is otherwise related (by shared directors, staff, etc.):
ty of community-based, private and public grant-funded programs that achieve such goals as affordable housing production, management,
Ices, Inc., currently a Virginia Department of Housing and Community Development certified Community Housing Development Organization (CHDO).
your answer to the previous question information concerning any
, describe the date of legal formation thereof, the date of IRS 501 (c)(3) , its expected life, its charitable purposes and its relationship to the non-
and developed and everable manages 40 HIID Spaller 200
and developed and currently manages 10 HUD Section 202 apartment projects. Eight (8) single-purpose,
ions have been formed, per HUD requirements, and this non-profit does not own stock in any of them
6

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  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:  Bay Aging Is a member of Lambert Landing Limited Partnership 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?  Section 20 of the partnership agreement 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:
	(ii) Describe the nature and extent of the non-profit's involvement in the operation or
	(ii) Describe the nature and extent of the non-profit's involvement in the operation or

	time period of occupancy restrictions of the low-income units in the Development):
(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:
resp mer Woda (	ain how the idea for the proposed development was conceived. For example, was it onse to a need identified by a local neighborhood group? Local government? Board need? Housing needs study? Third party consultant? Other? Cooper Development, Inc. (Developer) was referred to Chester by a real estate broker. The broker indicated a need for affordable houserea. Woda met with city staff and council members before selecting the site.
be t Bay Ag	Ill general partners/managing members of the Owner of the Development (one must ne non-profit) and the relative percentages of their interests: ing will be the non-profit that will own 10% of the General Partner interest. Woda Cooper General Partner, LLC will own the General Partner interest. The General Partner is 1% of the Limited Partnership.
men cons deve	is a joint venture, (i.e. the non-profit is not the sole general partner/managing nber), explain the nature and extent of the joint venture partner's involvement in the
	struction or rehabilitation and operation or management of the proposed elopment.  Ing's participation is limited to the right of first refusal.
	struction or rehabilitation and operation or management of the proposed elopment.
Is a f lega (i) ex reha	chruction or rehabilitation and operation or management of the proposed elopment.  Ing's participation is limited to the right of first refusal.  Or profit entity providing development services (excluding architectural, engineering, I, and accounting services) to the proposed development?   Yes No If yes, plain the nature and extent of the consultant's involvement in the construction or bilitation and operation or management of the proposed development.
Is a f lega (i) ex reha	chruction or rehabilitation and operation or management of the proposed elopment.  Ing's participation is limited to the right of first refusal.  Or profit entity providing development services (excluding architectural, engineering, I, and accounting services) to the proposed development?   Yes No If yes, plain the nature and extent of the consultant's involvement in the construction or bilitation and operation or management of the proposed development.
Is a f lega (i) ex reha	Explain how this relationship was established. For example, did the non-profit and offer the services?
Is a f lega (i) ex reha The pri Woda M	Explain how this relationship was established. For example, did the non-profit and offer proposals from several for-profits? Did the for-profit contact the non-profit and offer proposals from several for-profits? Did the for-profit contact the non-profit and offer proposals from several for-profits? Did the for-profit contact the non-profit and offer

\$	32,000 from the developer fee
Ξ	
†	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.  The \$32,000 will be paid once the property achieves 100% occupancy.
(	Will the joint venture partner or for-profit consultant be compensated (receive income) any other manner, such as builder's profit, architectural and engineering fees, or cash flows Yes No If yes, explain:
i	Will any member of the board of directors, officer, or staff member of the non-profit partic in the development and/or operation of the proposed development in any for-profit cap  Yes No If yes, explain:
	in the development and/or operation of the proposed development in any for-profit cap

	Define the non-profit's geographic target area or population to be served;
	Bay Aging provides services and partners with community-based organizations throughout the State of Virginia, including Greater Fredericksburg, Greater I
	Greater Portsmouth, the Northern Neck, the Middle Peninsula, the Eastern Shore and Hampton Roads. The proposed project is located in this ser
	Does the non-profit or, if applicable, related non-profit have experience serving the
	community where the proposed development is located (including advocacy, organized)
	development, management, or facilitation, but not limited to housing initiatives)?
	■Yes No If yes, or no, explain nature, extent and duration of any service:
	The non-profit is the Commonweakh of Virginia designated Area Agency on Aging (for 10 counties of the Northern Neck and Middle Peninsula) and Community Action Agency (for 4
	the Northern Neck and 4 of 6 countles in the Midd'e Pen'nsula) and has operated a variety of community-based, private and public grant-funded programs that achieve such goals as affordal
1	public transportation, and community-based supportive services. It also provides Veterans Directed Home & Community Based Services throughout the Greater Rich
	Does the non-profit's by laws or board resolutions provide a formal process for low inco
	program beneficiaries to advise the non-profil on design, location of sites, developmen
	and management of affordable housing?   Yes No If yes, explain:
	Although Bay Aging's by laws do not provide a formal process, all of the company's affordable housing programs have in place a formal process for client and community de
	and/or communication/information sharing. As a Commonwealth of Virginia-designated Community Action Agency, the Board of Directors must include 1/3 of
	representing low-income.
	Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Services (Division of Consumer Services) authorized the non-profit to solicit contributions/donations in the target communications.
	Affairs) authorized the non-profit to solicit contributions/donations in the target communities \( \subseteq \text{No} \)  Does the non-profit have demonstrated support (preferably financial) from establing organizations, institutions, businesses and individuals in the target community?
	Affairs) authorized the non-profit to solicit contributions/donations in the target community of the non-profit have demonstrated support (preferably financial) from establic organizations, institutions, businesses and individuals in the target community?  Yes No If yes, explain:
	Affairs) authorized the non-profit to solicit contributions/donations in the target communities. No  Does the non-profit have demonstrated support (preferably financial) from establiographications, institutions, businesses and individuals in the target community?  Yes No It yes, explain: On a periodic or annual basis, Bay Aging receives financial contributions from local Governments (towns and counties), prive
	Affairs) authorized the non-profit to solicit contributions/donations in the target community of the non-profit have demonstrated support (preferably financial) from establic organizations, institutions, businesses and individuals in the target community?  Yes No If yes, explain:
	Affairs) authorized the non-profit to solicit contributions/donations in the target community of the non-profit have demonstrated support (preferably financial) from establications, institutions, businesses and individuals in the target community?  Yes No It yes, explain: On a periodic or annual basis, Bay Aging receives financial contributions from local Governments (towns and countles), privatoundations, individual donors, businesses. The company also receives significant financial support from funders such as
	Affairs) authorized the non-profit to solicit contributions/donations in the target community of the non-profit have demonstrated support (preferably financial) from establing organizations, institutions, businesses and individuals in the target community?  Yes No If yes, explain: On a periodic or annual basis, Bay Aging receives financial contributions from local Governments (towns and counties), privational foundations, individual donors, businesses. The company also receives significant financial support from funders such as WHDA, HUD, DHCD, VDA, VA and FTA.
	Affairs) authorized the non-profit to solicit contributions/donations in the target communates of the non-profit have demonstrated support (preferably financial) from establications, Institutions, businesses and individuals in the target community?  Yes No If yes, explain: On a periodic or annual basis, Bay Aging receives financial contributions from local Governments (towns and counties), privational foundations, individual donors, businesses. The company also receives significant financial support from funders such as WHDA, HUD, DHCD, VDA, VA and FTA.  Has the non-profit conducted any meetings with neighborhood, civic, or community grand/or tenant associations to discuss the proposed development and solicit input?
	Affairs) authorized the non-profit to solicit contributions/donations in the target community of the non-profit have demonstrated support (preferably financial) from establinary organizations, institutions, businesses and individuals in the target community?  Yes No If yes, explain: On a periodic or annual basis, Bay Aging receives financial contributions from local Governments (towns and counties), privational times, individual donors, businesses. The company also receives significant financial support from funders such as WHDA, HUD, DHCD, VDA, VA and FTA.  Has the non-profit conducted any meetings with neighborhood, civic, or community grand/or tenant associations to discuss the proposed development and solicit input?  No If yes, describe the meeting dates, meeting locations, number of attendees an
	Affairs) authorized the non-profit to solicit contributions/donations in the target communities of No  Does the non-profit have demonstrated support (preferably financial) from estable organizations, institutions, businesses and individuals in the target community?  Yes No If yes, explain: On a periodic or annual basis, Bay Aging receives financial contributions from local Governments (towns and counties), private foundations, individual donors, businesses. The company also receives significant financial support from funders such as WHDA, HUD, DHCD, VDA, VA and FTA.  Has the non-profit conducted any meetings with neighborhood, civic, or community grand/or tenant associations to discuss the proposed development and solicit input?
	Affairs) authorized the non-profit to solicit contributions/donations in the target community of the non-profit have demonstrated support (preferably financial) from establinary organizations, institutions, businesses and individuals in the target community?  Yes No If yes, explain: On a periodic or annual basis, Bay Aging receives financial contributions from local Governments (towns and counties), privational times, individual donors, businesses. The company also receives significant financial support from funders such as WHDA, HUD, DHCD, VDA, VA and FTA.  Has the non-profit conducted any meetings with neighborhood, civic, or community grand/or tenant associations to discuss the proposed development and solicit input?  No If yes, describe the meeting dates, meeting locations, number of attendees an

	(ii) elected representatives of low-income neighborhood organizations?
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)? $\blacksquare$ Yes $\square$ 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:  Board meetings are held bi-monthly beginning in January and usually on the fourth Thursday of the meeting month.
	200,000
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?
l.	Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  Ves No If yes, explain in detail:  Although no state or local funds received are for the exclusive purpose of supporting overhead and operating expenses, reasonable
	portions may be used for administrative purposes.
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).  Please see attached.
Ο.	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.		applicant for a development that has received a ound from the Virginia Housing Partnership or the fyes, explain:
r.	years old and that, at a minimum ident	nunity needs assessment that is no more than three tifies all of the defined target area's housing needs so, explain the need identified:
r.	strategy for addressing identified comm and timeline for implementing the strate	nmunity plan that (1) outlines a comprehensive nunity housing needs, (2) offers a detailed work planegy, and (3) documents that the needs assessment reloped with the maximum possible input from the If yes, explain the plan:
The of att	f the foregoing information is complete ar ttempt has been or will be made to circun ontained in the Plan or Section 42 of the Inte	y each certify that, to the best of its knowledge, all nd accurate. Furthermore, each certifies that no nvent the requirements for non-profit participation
Do	ate	Lambert Landing Limited Partnership
		Owner/Applicant
		By: De My
		Its: Manging Member Title
(	03-04-20	Bay ∧ging
-	ate	By: Stany S. Clarke
		Board Chairman

#### Non-profit Questlonnaire, cont'd

By:

residently rec

#### Non-profit Questionnaire - Attachment

#### Name of Development: Lambert Landing

#### 4. Virginia and Community Activity

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.** 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).

- 1. Warsaw Manor Apartments; Warsaw, VA; Application March 2012 (funded); Non-profit partner (10% ownership); Principals-SEGM VA, LLC; GEM Management, Inc.; 8609 issued 09/12/14.
- 2. Brennan Pointe; Newport News, VA; Application March 2014 (funded); Non-profit partner (10% ownership); Principals Woda Cooper Communities LLC; 2014 funded application; Placed in service 12/31/2016, 8609 issued 12/20/2017.
- 3. The Banks at Berkley; Norfolk, VA; Application March 2014 (funded); Non-profit partner (10% ownership); Principals Woda Cooper Communities LLC; 2014 funded application; Placed in service 12/31/2016; 8609 issued 02/08/2018.
- 4. Academy Apartments, West Point, VA; Application March 2015 (funded); Non-profit partner (10% ownership); Principals SEGM VA, LLC; HEGM Corporation; GEM Management, Inc.; Placed in service 10/05/2016; 8609 issued 08/28/2018.
- 5. Village Green, Gloucester, VA; Application March 2015 (funded); Non-profit partner (10% ownership); Principals SEGM VA, LLC; HEGM Corporation; GEM Management, Inc.; Placed in service 12/06/2016; 8609 issued 07/19/2018.
- 6. Timberland Park, Charlottesville, VA; Application March 2016 (funded); Non-profit partner (10% ownership); Principals Around the Curve LLC; Southeastern Housing Preservation, Inc.; Placed in service 12/26/2018; 8609 issued 08/5/2019.
- 7. Brennan Pointe II; Newport News, VA; Application March 2016 (funded); Non-profit partner (10% ownership); Principals Woda Cooper Communities LLC; Placed in service 10/31/2018; 8609 issued 6/21/2019.
- 8. Bermuda Crossing, Chesterfield County, VA; Application March 2017 (funded); Non-profit partner (10% ownership); Principals Surber Development and Consulting, LLC; Credits returned by for-profit developer partner.
- 9. Freedman Point; Hopewell, VA; Application March 2017 (funded); Non-profit partner (10% ownership); Principals Woda Cooper Communities LLC; Placed in service 11/21/2019; 8609 not yet processed.
- 10. Daffodil Gardens Phase Two; Gloucester County, Virginia; Application March 2017 (funded) and March 2019 10% additional credit request (funded); Sole Member of Chesapeake Bay Housing, Inc. which is the sole member of Daffodil Gardens Phase Two, LLC; Principals Chesapeake Bay Housing, Inc.; units not yet placed in service and 8609 not yet processed.
- 11. Bickerstaff Crossing; Henrico, Virginia; Application March 2018 (funded); Non-profit partner (10% ownership); Principals Surber Development and Consulting, LLC; units not yet placed in service and 8609 not yet processed.
- 12. Holley Pointe; Portsmouth, Virginia; Application March 2019 (funded); Non-profit partner (10% ownership); Principals Woda Cooper Communities LLC; units not yet placed in service and 8609 not yet processed.

#### LIST OF BAY AGING BOARD OF DIRECTORS - 2019-2020 PROGRAM YEAR

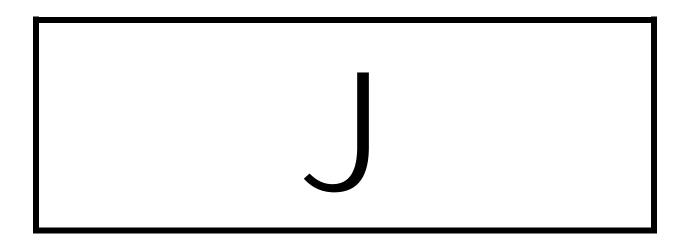
Total number of board members, as stated in current bylaws: 15.

REPRESENTATIVES OF		REPRESENTATIVES OF		REPRESENTATIVES OF THE	
<b>ELECTED</b>	PUBLIC OFFICIALS	LOW INCOME FAMILIES		PRIVATE SECTOR	
Total # seats: 5		Total # seats: 5		Total # seats: 5	
Name:	Ron Saunders	Name:	James N. Carter, Jr.	Name:	Charles Adkins, Esq.
Representing:	Gloucester County	Elected by:	Tartan Citizens Group	Representing:	King & Queen County
	P.O. Box 691		P.O. Box 588	Address:	P.O. Box 70
Address:	Gloucester, VA 23061	Address:	Kilmarnock VA 22482		King & Queen Courthouse VA 23085
Term:	04/05/2016-09/30/2021	Term:	07/01/2009-09/30/2020	Term:	01/01/2014-09/30/2019
Retired Virginia Dominion Power, Community Relations; active in community, civic organization and foundation		Works with Foundation at Rappahannock General Hospital; active community vol.		King & Queen Co. Commonwealth Attorney; active community volunteer.	
Name:	Karen Lewis	Name:	James Dudley	Name:	Reverend Athilla Maria Harris
Representing:	Westmoreland County	Elected by:	Port Town Village Citizens Group	Representing:	King William County
Address:	P.O. Box 1000 Montross VA 22520	Address:	244 Ridge Rd Hartfield, VA 23071	Address:	1796 E. River Road King William VA 23086
Term:	07/01/2014-09/30/2019	Term:	03/20/2019-09/30/2024	Term:	10/01/2018-09/30/2023
Assistant County Administrator and community volunteer/advocate		Retired Director of McGuire Veterans Medical Center; Retired Director of Medical Services for the Paralyzed Veterans of America; Vestry governing board of his Church		Reverend; active in her community and advocate for people with disabilities	
Name:	Bruce Craig	Name:	VACANT	Name:	Cynthia Talcott
Representing:	Northumberland County	Elected by:		Representing:	Richmond County
Address:	229 Greenway Plain Heathsville, VA 22473	Address:		Address:	285 Wood Duck Lane Farnham VA 22460
Term:	05/11/2017-05/11/2022	Term:		Term:	07/01/2014-09/30/2019
Retired from AoA; Vice President of Northumberland-Lancaster Habitat for Humanity; active volunteer through numerous organizations				disabilities in su	with adults with apported employment e community volunteer
Name:	Vera Lee	Name:	Belinda Johnson	Name:	Ed B. Clayton
Representing:	Lancaster County	Elected by:	The Meadows Citizens Group	Representing:	Mathews County
Address:	P.O. Box 542 Kilmarnock, VA 22482	Address:	P.O. Box 302 Montross VA 22520	Address:	1205 Aarons Beach Road Diggs VA 23045
Term:	10/01/2019 – 09/30/2024	Term:	03/13/2017 – 09/30/2022	Term:	07/01/2009-09/30/2020
Term: 10/01/2019 – 09/30/2024		Works for DSS; advocate for the disenfranchised; volunteers through several civic organizations		Command Sergeant Major, U.S. Army (Ret.); very active through several civic organizations	
Name:	Marcia Jones	Name:	Barry L. Gross, M.D.	Name:	Stanley Clarke
Representing:	Middlesex County	Elected by:	Gloucester Active Lifestyle Center Members	Representing:	Essex County
Address:	P.O. Box 428 Saluda VA 23149	Address:	1602 York River Dr. Gloucester Point, VA 23062	Address:	P.O. Box 955 Tappahannock VA 22560
Term:	07/01/2014 - 09/30/2019	Term:	3/22/2018-3/22/2023	Term:	07/09/2018 - 09/30/2023
from Middlesex community volu	after 31 years and unteer/advocate		n; Former 17yr CMO and EVP th System; very active in many organizations		of Essex Co.; volunteers rch and civic groups

#### 10/1/2018 – 9/30/2020 OFFICERS:

Mr. Stanley Clark, Chair; Ms. Karen Lewis, Vice-Chair as of 10/1/2018;

Mr. Ron Saunders, Treasurer; Barry L. Gross, M.D, Secretary.



## Relocation Plan

(MANDATORY, if tenants are displaced)

## **NOT APPLICABLE**

# Documentation of Development Location

# K. 1

# Revitalization Area Certification



#### CHESTERFIELD COUNTY BOARD OF SUPERVISORS AGENDA

Meeting Date: February 19, 2020 Item Number: 14.B.1.e.

#### **Subject:**

Resolution Supporting Construction of Lambert Landing at Jefferson Davis Highway, Elokomin Avenue, and Rio Vista Street Using Proceeds from IRS Section 42 Tax Credits Issued by the Virginia Housing Development Authority (VHDA)

#### **Board Action Requested:**

Adoption of Resolution Supporting Construction of Lambert Landing at 11501 Jefferson Davis Highway, 11404, 11410, 11420, 11424, 11428, 11430 Elokomin Avenue, and 2501 Rio Vista Street Using Proceeds from IRS Section 42 Tax Credits Issued by the Virginia Housing Development Authority ("VHDA").

#### **Summary of Information:**

Lambert Landing is a proposed 112-unit apartment complex located near the southeast quadrant of Rt. 288 and Jefferson Davis Highway. The developer for the apartments, Woda Cooper Companies, Inc., will apply for tax credits through the VHDA. To ensure a competitive and winning application for tax credits, the site has to be located in a revitalization area. The way in which to obtain these points, according to VHDA's Qualified Allocation Plan, is for the Board of Supervisors to pass a resolution supporting the site for the apartments as a revitalization area, defined by Virginia Code Section 36-55.30:2.A.

The benefit of this program to Chesterfield County is to provide high quality affordable housing at locations that need such housing to support economic development. The Jefferson Davis Highway corridor has experienced disproportionate socioeconomic challenges (as documented by the recently adopted Northern Jefferson Davis Corridor Special Area Plan), including: poverty, lower rates of new housing construction, a loss of manufactured homes, and increased cost-burdened households. A market study undertaken by the county indicated a demand for multi-family housing along the corridor; the need for additional workforce housing is necessary to meet the housing demand created by new development in industrial, commercial and service businesses attracted to the county.

The addition of these apartments will make a more sustainable and attractive mixed-use area by adding a mix of households. The high-quality apartments also provide a more stable (i.e., not cost-burdened) and desirable economic mix of residents in the area. For the developer to have the opportunity to compete favorably for this type of financing, the Chesterfield County Board of Supervisors may by resolution make a determination that providing residential housing serving low to moderate income households supports the revitalization and economic development of this portion of the Jefferson Davis Highway corridor.

Staff recommends that the Board adopt the attached resolution.

#### **Attachments:**

- 1. Lambert Landing Resolution
- 2. Lambert Landing Maps

Preparer: <u>Daniel Cohen, Director</u>

Approved By:

CHESTERFIELD COUNTY: At a regular meeting of the Board of Supervisors, held in the Public Meeting Room at the Chesterfield Administration Building on February 19, 2020 at 6 p.m.

\*On motion of Mr. Winslow, seconded by Mr. Holland, the Board adopted the following resolution:

WHEREAS, PURSUANT TO Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of the County of Chesterfield, Virginia, desires to designate the area (the "Area") described on Exhibit A attached hereto as a revitalization area:

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

The above-referenced development is located in a Revitalization Area in the County of Chesterfield, Virginia. The industrial, commercial or other economic development of such area will benefit the county but such area lacks the housing needed to induce manufacturing, industrial, commercial, educational, governmental, entertainment, development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and 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 economic mix of residents in such area.

NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Area is hereby designated as a revitalization area.

Adopted by the Board of Supervisors of the County of Chesterfield, Virginia, on the 19th day of February, 2020.

(It is noted a copy of Exhibit A is filed with the papers of this Board.)

Ayes: Haley, Carroll, Ingle, Winslow and Holland.

Nays: None.

Certified By:
Susan In Upilson

Susan M. Wilson

Clerk to the Board of Supervisors

\*DRAFT MINUTES TO BE APPROVED AT THE REGULARLY SCHEDULED MEETING ON MARCH 11, 2020.

#### Exhibit A

Address	Parcel Number
11501 Jefferson Davis Highway	797660474400000
11404 Elokomin Avenue	797661430300000
11410 Elokomin Avenue	797660449700000
11420 Elokomin Avenue	797660468800000
11424 Elokomin Avenue	797660478300000
11428 Elokomin Avenue	797660487800000
11430 Elokomin Avenue	797660437100000
2501 Rio Vista Street	797661410800000

# **K**.2

**Location Map** 

LOCATION MAP Lambert Landing

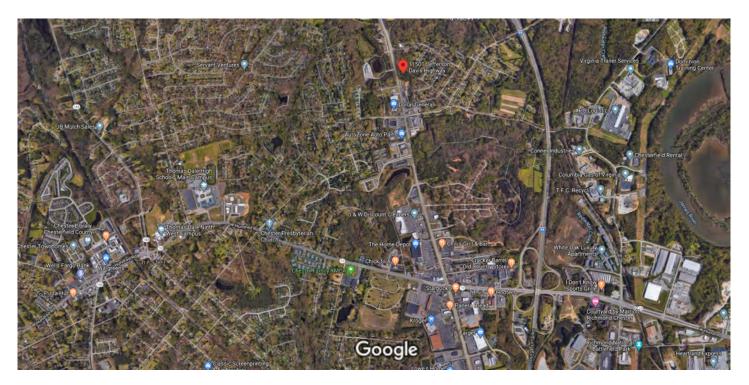




Imagery ©2020 Google, Imagery ©2020 Commonwealth of Virginia, Maxar Technologies, USDA Farm Service Agency, Map data ©2020

200 ft ∟





Imagery ©2020 Google, Imagery ©2020 Commonwealth of Virginia, Maxar Technologies, USDA Farm Service Agency, Map data ©2020

1000 ft ∟

# K.3

## Surveyor's Certification of Proximity to Public Transportation



757-484-9670 · Fox: 757-484-7498 · 901 PortCentro Parkway, Suite 5 · Portsmouth, Virginia 23704

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

DATE:	March 11	2020
DAII.	IVICAL OIL III	

TO: Virginia Housing Development Authority

601 South Belvidere Street Richmond, VA 23220-6500

RE: 2020 Tax Credit Reservation Request

Name of Development:

Lambert Landing

Name of Owner:

Lambert Landing Limited Partnership

#### Gentlemen:

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

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

2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; or

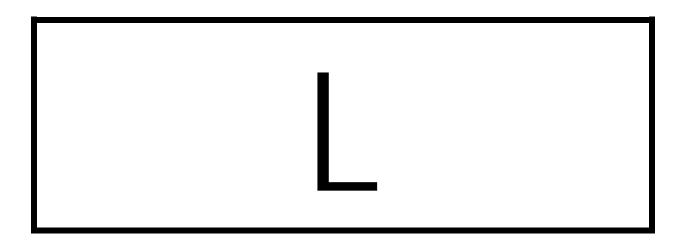
1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

C. RAF OF IRE DOSCARAGE AND SURVEY OF THE PROPERTY OF THE PROP

Hoggard-Eure Associates, P.C.

By: Clay

Its: President



## PHA/Section 8 Notification Letter



#### PHA or Section 8 Notification Letter

Development Name: Lambert Landing

Tracking #: 2020-C-84

If you have any questions, please call the Tax Credit Department at (804) 343-5518.

#### **General Instructions**

- 1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have project based Section 8 or project based vouchers.
- 2. This PHA or Section 8 Notification letter must be included with the application.
- 3. 'Development Address' should correspond to I.A.2 on page 1 of the Application.
- 4. 'Proposed Improvements' should correspond with I.B & D and III.A of the Application.
- 5. 'Proposed Rents' should correspond with VII.C of the Application.
- 6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.

#### PHA or Section 8 Notification Letter

DATE:	3/9/2020
TO:	Richmond Redevelopment & Housing 901 Chamberlayne Pkwy Richmond, VA 23220
RE:	PROPOSED AFFORDABLE HOUSING DEVELOPMENT
	Name of Development: Lambert Landing Name of Owner: Lambert Landing Limited Partnership
develo federo (VHDA prefero compl	Id like to take this opportunity to notify you of a proposed affordable housing opment to be completed in your jurisdiction. We are in the process of applying for all low-income housing tax credits from the Virginia Housing Development Authority (a). We expect to make a representation in that application that we will give leasing ence to households on the local PHA or Section 8 waiting list. Units are expected to be leted and available for occupancy beginning on March 22, 2022 (date).  Illowing is a brief description of the proposed development:
	efferson Davis Highway
Chester,	VA 23831
Propos	sed Improvements:
	■New Constr.: 64 # units 1 # Bldgs   □ Adaptive Reuse: # units # Bldgs   □ Rehabilitation: # units # Bldgs
Propos	sed Rents:
	<ul> <li>□ Efficiencies: \$ / month</li> <li>□ 1 Bedroom Units: \$ / month</li> <li>□ 2 Bedroom Units: \$ / month</li> <li>□ 3 Bedroom Units: \$ / month</li> <li>□ 4 Bedroom Units: \$ / month</li> <li>□ 4 Bedroom Units: \$ / month</li> </ul>
	Descriptive Information: units will have air conditioning, dishwasher, refrigerator, stove, mini blinds, ample storage space, and
	open designs. The development will include a minimum 749 square foot community room featuring spaces that can be used
y residen	nts for recreational purposes. There will be ample on-site parking.

#### 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 (614)376=3200
	Please acknowledge receipt of this letter by signing below and returning it to me.
	Sincerely yours,
	David Cooper, Jr Name
	Managing Member
	Title
	To be completed by the Local Housing Authority or Sec 8 Administrator:
	Seen and Acknowledged By:
	Printed Name:
	Title:
	Phone:

Date:\_\_\_\_\_

#### Mustric, Greg

From: UPS Quantum View <pkginfo@ups.com>
Sent: Tuesday, March 10, 2020 9:21 AM

**To:** Mustric, Greg

**Subject:** UPS Delivery Notification, Tracking Number 1Z97FF810199801946



**Ship To:** 

#### Your package has been delivered.

**Delivery Date:** Tuesday, 03/10/2020

**Delivery Time:** 09:09 AM

At the request of WODA COOPER COMPANIES, INC. this notice alerts you that the status of the shipment listed below has changed.

#### **Shipment Detail**

**Tracking Number:** <u>1Z97FF810199801946</u>

Attn: Damon E. Duncan

RIchmond Redevel. Housing Auth. 901 CHAMBERLAYNE PKWY

RICHMOND, VA 23220

US

**UPS Service:** UPS NEXT DAY AIR

Number of Packages: 1

Weight: 0.5 LBS

Delivery Location: OFFICE

**JONES** 

Reference Number 1: Woda Group

Reference Number 2: Lambert Landing





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## Locality CEO Response Letter



#### Chesterfield County, Virginia

Joseph P. Casey, Ph.D., County Administrator 9901 Lori Road - P.O. Box 40 - Chesterfield, VA 23832-0040 Phone: (804) 748-1211 - Fax: (804) 717-6297 - Internet: chesterfield.gov

**BOARD OF SUPERVISORS** 

LESLIE A. T. HALEY, CHAIR

Midlothian District

KEVIN P. CARROLL, VICE CHAIR Matoaca District

JIM A. INGLE

CHRISTOPHER M. WINSLOW

Clover Hill District

JAMES M. "Jim" HOLLAND

Dale District

March 3, 2020

JD Bondurant Virginia Housing Development Authority 601 South Belvidere Street Richmond, VA 23220

VHDA Tracking Number:

2020-C-84

**Development Name:** 

**Lambert Landing** 

Name of Owner/Applicant: Lambert Landing Limited Partnership

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 Chesterfield County. Accordingly, Chesterfield County supports the allocation of the federal housing tax credits requested by Lambert Landing Limited Partnership for this development.

Yours Truly,

Joseph P. Casey, Ph.D. County Administrator

## Homeownership Plan

## **NOT APPLICABLE**

## Plan of Development Certification Letter

## **NOT APPLICABLE**

# P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements

#### **VHDA Experienced LIHTC Developers**

Notes: Updated: 1/30/2020

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**

55 Mirmelstein, George 1 Alexander, Randall P. 28 Fore, Richard L. 2 Asarch, Chad 29 Franklin, Wendell C. 56 Nelson, IV, John M. 3 Arista, Roberto 30 Friedman, Mitchell M. 57 Orth, Kevin 4 Barnhart, Richard K. 31 Gardner, Mark E. 58 Page, David 5 Baron, Richard 59 Parent, Brian 32 Gunderman, Timothy L. 6 Bennett, Vincent R. 33 Haskins, Robert G. 60 Park, Richard A. 7 Burns, Laura P. 34 Heatwole, F. Andrew 61 Park, William N. 8 Chapman, Tim 35 Honeycutt, Thomas W. 62 Pasquesi, R.J. 9 Cohen, Howard Earl 36 Hunt, Michael C. 63 Pedigo, Gerald K. 10 Connelly, T. Kevin 37 Iglesias, Adrian 64 Poulin, Brian M. 11 Connors, Cathy 38 Jester, M. David 65 Queener, Brad 12 Copeland, M. Scott 39 Johnston, Thomas M. 66 Ripley, F. Scott 40 Jones Kirkland, Janice 13 Copeland, Robert O. 67 Ripley, Ronald C. 14 Copeland, Todd A. 41 Kirkland, Milton L. 68 Ross, Stephen M. 15 Cordingley, Bruce A. 42 Kittle, Jeffery L. 69 Salazar, Tony 16 Counselman, Richard 43 Koogler, David M. 70 Sari, Lisa A. 17 Crosland, Jr., John 44 Koogler, David Mark 71 Sinito, Frank T. 18 Curtis, Lawrence H. 45 Lancaster, Dale 72 Stockmaster, Adam J. 19 Daigle, Marc 46 Lawson, Phillip O. 73 Stoffregen, Phillip J. 20 Dambly, Mark H. 47 Lawson, Steve 74 Surber, Jen 21 Deutch, David O. 75 Valey, Ernst 48 Leon, Miles B. 22 Dischinger, Chris 49 Lewis, David R. 76 Uram, David 23 Douglas, David D. 50 Margolis, Robert B. 77 Wilson, Stephen 24 Edmondson, Jim 51 McCormack, Kevin 78 Woda, Jeffrey J. 25 Ellis, Gary D. 52 McNamara, Michael L. 79 Wohl, Michael D. 26 Fekas, William L. 53 Melton, Melvin B. 80 Wolfson, III, Louis 27 Fitch, Hollis M. 54 Midura, Ronald J.

#### **NON-PROFITS, LHAS & (PUBLICLY TRADED) CORPORATIONS**

- 1 AHC, Inc.
- 2 Alexandria RHA
- 3 Arlington Partnership for Affordable Housing (APAH)
- 4 Atlantic Housing Foundation, Inc.
- 5 Better Housing Coalition
- 6 Buckeye Community Hope Foundation
- 7 Community Housing Partners
- 8 Community Housing, Inc.
- 9 ElderHomes (dba Project: Homes)
- 10 Enterprise Homes, Inc
- 11 Fairfax County RHA
- 12 Homes for America, Inc.
- 13 Humanities Foundation, Inc.
- 14 Huntington Housing, Inc.
- 15 Newport News RHA
- 16 NHT Communities
- 17 Norfolk Redevelopment Housing Authority
- 18 People Incorporated
- 19 Piedmont Housing Alliance
- 20 Preserving US, Inc.
- 21 Portsmouth RHA
- 22 RHA/Housing, Inc.
- 23 Rush Homes
- 24 The Community Builders
- 25 Virginia Supportive Housing
- 26 Virginia United Methodist Housing Development Corporation
- 27 Wesley Housing Development Corporation
- 28 LEDIC Realty Company, LLC

# Documentation of Rental Assistance

#### **Board of Commissioners** Veronica G. Blount, Chairman

Neil S. Kessler Marilyn B. Olds Elliott M. Harrigan Samuel S. Young, Jr. Jonathan Coleman Robley S. Jones Robert J. Adams



March 4, 2020

#### Chief Executive Officer Damon E. Duncan

Pamon E. Duncan 901 Chamberlayne Parkway P.O. Box 26887 Richmond, VA 23261-6887 804-780-4200 Fax 804-780-8712 TTY: Dial 7-1-1 www.rrha.com

David Cooper, Jr.
Lambert Landing Limited Partnership
C/O Woda Cooper Development, Inc.
500 South Front Street, 10th Floor
Columbus, OH 43215
dcooper@wodagroup.com

Dear Mr. Cooper:

Thank you for responding to Richmond Redevelopment and Housing Authority's Request for Proposal No. RRHA-RFP-2020-01 for Project Based Vouchers (PBVs) issued on <u>January 10, 2020</u>. In response to your proposal, I am pleased to inform you that you have been awarded <u>7</u> PBVs for <u>Lambert Landing</u> located at <u>11501 Jefferson Davis Hwy, Chester VA 23831</u>. The term of the PBVs will be for 15 years subject to the execution of a HAP contract. This commitment is in effect from March 4, 2020 - September 3, 2022 (30 months) subject to your satisfactory compliance with the terms and conditions stipulated in the aforementioned RFP.

In addition, if you indicated in your response to the aforementioned RFP that your project was applying for Low Income Housing Tax Credits (LIHTCs) through VHDA, then this commitment is contingent upon the receiving an allocation of Low Income Housing Tax Credits no later than December 31, 2020.

Again, congratulations on receiving this commitment. We look forward to working with you.

Sincerely,

Arthur J. Walker, CPPO

**Director of Procurement and Contract Administration** 



March 5, 2020

Lambert Landing Limited Partnership Attention: David Cooper, Jr. 500 South Front Street, 10<sup>th</sup> Floor Columbus, Ohio 43215

Re: Development Name: Lambert Landing

Owner/Applicant: Lambert Landing Limited Partnership

Dear Mr. Cooper,

As authorized by the Code of Virginia §58.1-3219, Chesterfield County established a deferral of real estate taxes incentive program that offers grants for projects that (1) promote the goals and objectives of a designated special area plan, (2) invest at least \$5 million, and (3) do so in one of the targeted zones. Under this program, the development would receive 80% of its incremental real estate taxes back in a grant for the first seven years, and then would decrease to 60%, 40%, and 20%, respectively, for the final three years of the ten-year grant period.

Lambert Landing Limited Partnership applied for the grant and is located within the geographical boundaries of the grant eligibility area. Based on our review, the development qualifies for incentive program. Lambert Landing will receive a deferral on a portion of the real estate tax increases based on the incentive program described above and it is our intention to provide the real estate tax abatement. Lambert Landing will assist in the revitalization, rehabilitation, and redevelopment of the surrounding community. As evidenced by approving the real estate tax abatement, it is our belief that the development will address the community's need for affordable housing; particularly benefiting the local workforce populations of our community and encourage further revitalization and redevelopment in the surrounding area.

Please let me know if I can be of further assistance.

Sincerely,

H. Garrett Hart III, CEcD

4. Bout That

Director

# R

# Documentation of Operating Budget



500 South Front St 10th Floor Columbus, Ohio 43215

Lambert Landing
Tab R - Operating Budget

Operating Expenses for Lambert Landing were conservatively estimated based on 2019 actual results from one of Woda Management and Real Estate's Richmond area properties: Liberty Pointe. This project consists of 48 two and three bedroom units designated for family tenancy. Therefore, this was deemed to be a comparable property due to geographic location, tenancy, and building type.

Administrative Expenses and Maintenance estimates for Lambert are in line with what was seen at Liberty Pointe. Utility costs for Lambert were budgeted lower than at Liberty since costs there were higher than anticipated last year given that tenants pay for water and sewer. Lambert Landing will have a full-time site manager and service technician, so its administrative and maintenance payroll budgets are greater than that for Liberty. Lambert Landing's Real Estate Taxes were based upon Chesterfield County's rate of \$0.95/\$100 of assessed value. The assessed value was estimated using the income approach. The Management Fee was calculated at 6% of EGI. Lastly, Replacement Reserves were calculated using the minimum standard of \$300 per unit.

Attached are the 2019 operating expenses for Liberty Pointe compared to Lambert Landing as well as the "Budget" tab of the Lambert Landing Reservation Application.

Liberty Pointe (1306)

#### Budget Comparison (with PTD)

Period = Jan 2019-Dec 2019 Book = Accrual

	Liberty Pointe Actual	Liberty Per Unit	Lambert Budget/Uni
OPERATING EXPENSES			
MAINTENANCE EXPENSES			
Maintenance Supplies	11,719.29	244.15	
Lawn Care & Supplies	5,707.00	118.90	
Snow Removal & Supplies	580.00	12.08	
Elevator Costs	2,103.04	43.81	
Security Monitoring Contracts	1,640.04	34.17	
Contract Maintenance	235.00	4.90	
Repairs Services	0.00	0.00	
Plumbing Repairs Services	402.33	8.38	
Electrical Repairs Services	223.17	4.65	
HVAC Repairs	1,607.39	33.49	
Painting Supplies and Services	1,663.55	34.66	
Carpet Cleaning	0.00	0.00	
Janitorial Contracts	773.80	16.12	
Exterminating Contract	4,645.00	96.77	
Operational Replacements	0.00	0.00	
Operational Replacements	0.00	0.00	
TOTAL MAINTENANCE EXPENSES	31,299.61	652.08	850.0
MAINTENANCE PAYROLL			
Maintenance Salary	19,738.25	411.21	
Maintenance Bonus	0.00	0.00	
Maintenance Payroll Burden	5,560.61	115.85	
Maintenance Mileage Reimbursement/Travel	1.00	0.02	
Maintenance Training / Seminars	0.00	0.00	
Maintenance Misc Personal Expenses/Incentiv	52.94	1.10	
		0	
TOTAL MAINTENANCE PAYROLL	25,352.80	528.18	700.0
UTILITIES		0	
Electric	2,699.38	56.24	
Electric - Common Area	9,004.39	187.59	
Water	2,522.79	52.56	
Sewer	9,393.78	195.70	
Trash	20,501.37	427.11	
Occupied Unit - Tenant Reimbursables	1,237.85	25.79	
Occupied Unit - Tenant Reimbursements	-166.52	-3.47	
occupied onit - Tenant Reimbursements	-100.52	-5.47	
TOTAL UTILITIES	45,193.04	941.52	450.0
ADMINISTRATIVE PAYROLL	15/155.01	0	15010
Manager Salary	19,724.90	410.94	
Manager Bonus	0.00	0.00	
Manager Payroll Burden	5,531.66	115.24	
Mileage Reimbursement/Travel	264.36	5.51	
Management Training/Seminars	0.00	0.00	
Manager Misc Personal Expenses/Incentives	0.00	0.00	
TOTAL ADMINISTRATIVE PAYROLL MANAGEMENT FEES	25,520.92	531.69	700.0
Management Fees	22,619.75	471.24	
i landgement i ces	22,015.75	,,,,,,,	
TOTAL MANAGEMENT FEES	22,619.75	471.24	672.5
ADMINISTRATIVE EXPENSES			
Advertising / Marketing / Resident Retention	870.42	18.13	
State Agency Monitoring Fees	1,680.00	35.00	
Audit & Tax Return Fee	5,202.00	108.38	
Bank Charges	267.62	5.58	
	3,612.21	75.25	
Computer Services/Fees			
Credit/Criminal Reports/Resident Screening	1,177.38	24.53	
Legal/Evictions	2,232.48	46.51	
Office Supplies	2,770.83	57.73	
Postage	128.95	2.69	
Telephone	3,091.86	64.41	
Internet/Cable	3,761.41	78.36	
TOTAL ADMINISTRATIVE EXPENSES	24,795.16	516.57	678.1
INSURANCE, TAXES AND LICENSES			
Property Insurance	9,432.00	196.50	375.0
Property Taxes	31,468.74	655.60	850.0
Emergency Services Fee	135.00	2.81	030.0
Licenses & Fees	1,774.66	36.97	24.0
Licenses & Fees	1,7/4.00	30.97	24.0
TOTAL INSURANCE, TAXES AND LICENSES	42,810.40	891.88	1,249.0
TOTAL OPERATING EXPENSES	217,591.68	4,533.16	5,300.0

3/9/2020 2:39 PM

#### M. OPERATING EXPENSES

Administrative: Use	Whole Numbers Only!
1. Advertising/Marketing	\$1,920
2. Office Salaries	\$0
3. Office Supplies	\$16,000
4. Office/Model Apartment (type )	\$0
5. Management Fee	\$43,041
6.00% of EGI \$672.52 Per Unit	
6. Manager Salaries	\$40,320
7. Staff Unit (s) (type)	\$0
8. Legal	\$6,840
9. Auditing	\$5,000
10. Bookkeeping/Accounting Fees	\$0
11. Telephone & Answering Service	\$6,400
12. Tax Credit Monitoring Fee	\$2,240
13. Miscellaneous Administrative	\$5,000
Total Administrative	\$126,761
Utilities	
14. Fuel Oil	\$0
15. Electricity	\$20,000
16. Water	\$3,900
17. Gas	\$0
18. Sewer	\$4,900
Total Utility	\$28,800
Operating:	
19. Janitor/Cleaning Payroll	\$0
20. Janitor/Cleaning Supplies	\$2,500
21. Janitor/Cleaning Contract	\$4,300
22. Exterminating	\$2,500
23. Trash Removal	\$8,000
24. Security Payroll/Contract	\$0
25. Grounds Payroll	\$0
26. Grounds Supplies	\$2,675
27. Grounds Contract	\$3,525
28. Maintenance/Repairs Payroll	\$40,320
29. Repairs/Material	\$12,000
30. Repairs Contract	\$6,225
31. Elevator Maintenance/Contract	\$5,000
32. Heating/Cooling Repairs & Maintenance	\$4,800
33. Pool Maintenance/Contract/Staff	\$0
34. Snow Removal	\$1,200
35. Decorating/Payroll/Contract	\$0
36. Decorating Supplies	\$1,675
37. Miscellaneous	\$0
Totals Operating & Maintenance	\$94,720

#### M. OPERATING EXPENSES

Taxes & Insurance	
38. Real Estate Taxes	\$54,400
39. Payroll Taxes	\$7,960
40. Miscellaneous Taxes/Licenses/Permits	\$1,536
41. Property & Liability Insurance	\$24,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$250
44. Health Insurance & Employee Benefits	\$750
45. Other Insurance	\$0
Total Taxes & Insurance	\$88,896
Total Operating Expense	\$339,177
Total Operating \$5,300 C. Total Operating 47.28% Expenses Per Unit Expenses as % of EGI	
Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$19,200
Total Expenses	\$358,377

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



500 South Front St 10th Floor Columbus, Ohio 43215

Lambert Landing March 9, 2020

#### **Utility Allowance Explanation**

Lambert Landing has 2 different utility allowances for each bedroom type: one for the Project-Based Voucher (PBV) units and another for the non-PBV units. The utility allowances for the PBV units were determined using the allowance schedule from agency issuing the vouchers: Richmond Redevelopment and Housing Authority. The utility allowances for the non-PBV units were determined using a third-party analysis conducted by Viridiant. Both of these documents are attached with this tab.

The "Utilities" tab of the excel reservation application only allows for one utility allowance to be listed by bedroom count. The non-PBV utility allowances were listed there since those comprise the majority of the units for each bedroom count. The PBV units are the 7 40% AMI Units (5 2BR and 2 3BR). The remaining units do not have vouchers.

#### Allowances for Tenant-Furnished Utilities and Other Services

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169 (exp. 04/30/2018)

Utility Allowance Schedule:

#### HCVP APARTMENTS\_5 Units and Over

Locality

HOUSING CHOICE VOUCHER PROGRAM

APARTMENT UNITS 5 AND OVER UNITS PER
BUILDING

Date (mm/dd/yyyy)

1/1/2020

(No. 40)	Monthly Dollar Allowances									
Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5.BR	6 BR	7 BR	B BR	9 BR
AIR CONDITIONING	7	8	11	15	18	22	0	0	0	0
COOKING BOTTLE GAS	9	11	16	21	26	31	0	0	0	0
COOKING ELECTRIC	5	5	8	10	12	15	0	0	0	0
COOKING NATURAL GAS	3	4	6	7	9	11	0	0	0	0
Electric Fee	7	7	7	7	7	7	0	0	0	0
Electric Resistance	14	16	21	24	27	31	0	0	0	0
HEATING NATURAL GAS	20	24	27	30	33	36	0	0	0	0
HEATING OIL	45	53	60	67	75	82	0	0	0	0
OTHER ELECTRIC	17	20	28	36	44	52	0	0	0	0
OTHER_NATURAL GAS MOTHLY FEE	16	16	16	16	16	16	0	0	0	0
RANGE AND MICROWAVE	17	17	17	17	17	17	0	0	0	0
REFRIGERATOR	19	19	19	19	19	19	0	0	0	0
SEWER	34	36	50	71	93	114	0	0	0	0
TRASH COLLECTION	19	19	19	19	19	19	0	0	0	0
WATER	24	26	37	56	75	93	0	0	0	0
WATER HEATING BOTTLED GAS	21	25	37	48	59	70	0	0	0	0
WATER HEATING ELECTRIC	11	13	17	20	24	27	0	0	0	0
WATER HEATING NATURAL GAS	7	9	13	17	20	24	0	0	0	0
WATER HEATING OIL_OTHER	16	18	27	35	43	51	0	0	0	0



March 5, 2020

Greg Mustric Woda Cooper Development, Inc 500 South Front St, 10th Floor Columbus, Ohio 43215 gmustric@wodagroup

RE: Preliminary Utility Allowance for Lambert Landing

Dear Mr. Mustric,

Please see the following Preliminary Utility Allowance (UA) for Lambert Landing located in Chesterfield County, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity: Domin

Dominion Energy

Gas:

N/A

Water:

Chesterfield County

Trash:

N/A

Sewer:

Chesterfield County

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

EARTHCRAFT PRELIMINARY UA* ALLOWANCES BY BEDROOM SIZE							
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	N/A	\$ 16	\$ 19	N/A
Air Conditioning	Electric	Tenant	N/A	N/A	\$ 8	\$ 9	N/A
Cooking	Electric	Tenant	N/A	N/A	\$ 7	\$ 8	N/A
Lighting	Electric	Tenant	N/A	N/A	\$ 26	\$ 31	N/A
Hot Water	Electric	Tenant	N/A	N/A	\$ 15	\$ 18	N/A
Water	-	Tenant	N/A	N/A	\$ 39	\$ 49	N/A
Sewer	-	Tenant	N/A	N/A	\$ 26	\$ 30	N/A
Trash	-	Owner	N/A	N/A	\$ -	\$ -	N/A
Total UA for cos	ts paid by ter	nant	N/A	\$ -	\$ 138	\$ 164	N/A

<sup>\*</sup>Allowances only for Lambert Landing as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets.

Sincerely,

Rob McRaney

Rob Mc Raney

**Business Relations Manager** 

# S

# Supportive Housing Certification

## **NOT APPLICABLE**

**Funding Documentation** 



March 10, 2020

Garrett LeDonne Woda Cooper Companies, Inc. 500 S. Front St., 10th Floor Columbus OH 43215

RE: Construction and Permanent Loan Commitment

Dear Mr. LeDonne:

RiverHills Bank ("Lender") is pleased to have the opportunity to present this Conditional Commitment Letter for a Construction Loan and a Permanent Loan to finance the Lambert Landing (Development) LIHTC Project located in Chester, VA.

#### The terms of the Construction Loan will be as follows:

All accrued interest on the Construction Loan is collected at the end of the first 12 months and at construction completion. Because interest does not have to be borrowed on the construction loan the effective rate and cost to you are lowered.

Lender: RiverHills Bank

Borrower: Lambert Landing Limited Partnership

Loan Amount: Up to \$13,790,000 (less any other confirmed funding sources)

Interest Rate: Wall Street Journal Prime (Variable Daily)

Floor Rate: The Interest Rate will not go below 4.00% at any time.

Origination Fee: There will be a fee of 1% of the maximum principal amount of the loan.

Amortization: Interest Only

Maturity: 24 Months

LTV/LTC: < 80% (including tax credits)

Extension: RHB will grant a 6-month extension to the maturity stated above. This is

subject to a \$500 fee, identified interest reserve and other common

conditions.

Security: A Mortgage in an amount equal to the construction loan to be filed in

first position on the Development real estate.

Funding and Advances: This loan will provide for monthly advances processed by RiverHills

Bank and put into an RHB held construction disbursement account. All

Draws are contingent on a title update with all other the loan

disbursements procedures to be agreed upon.

Payments: All accrued interest will be collected at the end of twelve months with

accrued interest and principal due at maturity. Payments will come from

the loan proceeds subject to budget availability.

Guarantees: Full guarantees of Woda Construction Inc. and Woda Cooper

Companies, Inc.

Draw Fee: There is also a \$10,000 construction draw inspection, review &

processing fee that is to be paid at closing. This includes all ongoing

inspection and title update fees.

Legal Fees: We charge a flat \$15,000 for our legal counsel fees.

All Other Fees: Reimbursement of normal construction loan expenses including but not

limited to title insurance, appraisals, filing fees, etc. These expenses will be due and payable on the closing date. All fees are disclosed and paid at

closing with no ongoing fees to the bank.

P&P Bond: None Required.

#### The terms of the Permanent Loan will be as follows:

The Permanent Loan will close at the same time as the as the construction loan however the Permanent Loan will not fund until after construction completion and a capital injection from the LIHTC syndicator is received that is sufficient to pay the construction loan from RiverHills Bank in full and a release of the construction loan mortgage is obtained.

Lender: RiverHills Bank

Borrower: Lambert Landing Limited Partnership

Loan Amount: Up to \$5,200,000

Interest Rate: 4.75% Fixed

Origination Fee: There will be a fee of 1% of the maximum principal amount of the loan.

Amortization: 35 years

Maturity: 17 years

LTV: < 80% restricted rents value (excluding tax credits)

Security: A mortgage in an amount equal to the permanent loan originally to be

filed in 2nd position on the Development real estate that results in a 1st

position mortgage at funding.

Funding and Advances: This loan will fund through a title company after a title update verifies

that the funding will put this loan in first position on the Development.

Payments: Monthly principal and interest payments, as calculated with the final

term loan rate and above stated amortization, will begin on the 10<sup>th</sup> day of the first full month after the loan is funded. A balloon payment of all

remaining interest accrued to date and principal will be due on the

maturity date.

Guaranties:

None Required.

Other Fees:

Reimbursement of normal loan expenses including but not limited to title insurance, legal fees, appraisals, filing fees, etc. These expenses will be

due and payable on the closing date.

Prepayment Penalty:

RiverHills will allow for the loan to be sized by a reduction of no more than 5% of the loan amount through the stabilization period and as required by the syndicator with no penalty. The borrower may also decide not to fund this loan with no prepayment penalty. Prepayment Penalty for first ten years from the date of the loan of 2% of the then outstanding balance on the loan. No prepayment penalty after this date.

Deposit Accounts:

All partnership reserve accounts will be held at RiverHills Bank.

#### **Additional Requirements:**

Lender reserves the right to amend these requirements upon final review of standard due diligence including, but not limited to, approval of the appraisal, environmental, market study, title, financial condition of the developer, closing of other sources of financing, satisfactory negotiation of partnership and/or loan documents, receipt of documentation of LIHTC award and commitment of approved syndicator. RHB also reserves the right to review and approve the syndicator/investor partner. All underwriting conditions outlined by the syndicator and the applicable Housing Finance Agency must also be met prior to or concurrently with RHB's loan closings and funding.

The terms & conditions listed in this commitment letter are a summary of the negotiated terms & conditions and the exact wording in this letter may not be used in the actual loan documentation.

This Conditional Commitment is available if accepted within 30 days of this letter and closed no later than 240 days after the date of this letter.

Sincerely,

Brian Dunlap CEO/President RiverHills Bank

553 Chamber Drive Milford, Ohio 45150

Acceptance by borrower:

By.

Date: 3/10/2020

Title: Authorized Representative of the Ho



### Department of Community Enhancement Chesterfield County, Virginia

9800 Government Center Pkwy – P.O. Box 40 – Chesterfield, VA 23832 Phone (804) 717-6001 – chesterfield.gov/enhancement

March 5, 2020

Yuval Greenshtein Woda Cooper Companies 500 S. Front Street, 10<sup>th</sup> Floor Columbus, OH 43215

Re: Revitalization Area Status / Cash Proffer Policy: Lambert Landing Apartments
11501 Jefferson Davis Highway, 11404-11430 Elokomin Avenue, and 2501 Rio Vista Street

Dear Mr. Greenshtein:

Under the County's current cash proffer policy, the County will waive the right to accept road cash proffers from a developer if, based upon certain criteria, the County determines that the proposed development is located in an area in need of revitalization. The County has determined that the subject property located at 11501 Jefferson Davis Highway, 11404-11430 Elokomin Avenue, and 2501 Rio Vista Street is located within such a revitalization area. Based on the County formula for calculating road cash proffers, the estimated value of the waived proffers is \$601,600.

Sincerely,

Daniel Cohen

Director of Community Enhancement

Documentation to Request Exception to Restriction-Pools with Little/No Increase in Rent Burdened Population

## **NOT APPLICABLE**

## Nonprofit or LHA Purchase Option or Right of First Refusal

THIS INSTRUMENT PREPARED
OUTSIDE OF THE
COMMONWEALTH OF VIRGINIA
BY AND AFTER RECORDING
RETURN TO:
Matthew Greeson, Esq.
VSB #83939
Reno & Cavanaugh, PLLC
455 Massachusetts Ave., N.W., Suite 400
Washington, DC 20001
(202) 783-2800

#### RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL (this "Agreement") is made effective as of March 11, 2020, by and between LAMBERT LANDING LIMITED PARTNERSHIP, a Virginia limited partnership "Grantor," and BAY AGING, a Virginia non-stock corporation and 501(c) (3) organization, "Grantee."

WHEREAS, Lambert Landing GP, LLC, the General Partner of Grantor (the "General Partner"), concurrently with the execution of this Agreement is entering into that certain Partnership Agreement dated as of March 11, 2020, which governs the operations of the Grantor; and

WHEREAS, the Grantor was formed for the purpose of acquiring, owning or leasing, developing, construction and/or rehabilitating, leasing, managing, operating and, if appropriate or desirable, selling or otherwise disposing of certain real property located at 11501 Jefferson Davis Highway, Chester, Chesterfield County, Virginia 23831, as more particularly described on Exhibit A which is attached hereto and made a part hereof (together with all fixtures and personal property comprising such property or associated with the physical operation thereof, the "Property").

WHEREAS, the Company desires to give, grant, bargain, sell and convey to Grantee or

Grantee's permitted designee/assignee that is either an agency described in Section 42(i)(7)(A) of the Internal Revenue Code of 1986, as amended (the "Code") or a qualified nonprofit organization defined in Section 42(h)(5)(C) of the Code as may be designated by the Grantee for the Refusal Right (defined below), certain rights to purchase the Property on the terms and subject to the conditions set forth herein.

#### WITNESSETH:

That for and in consideration of Ten Dollars (\$10.00) by cash in hand paid and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Grantor does hereby grant unto the Grantee the right to purchase the Property upon the following terms and conditions:

1. In the event Grantor determines to sell or receives a bona fide offer (an "Offer") to buy the Property from an unrelated third party that Grantor has, subject to the exercise by Grantee of its right hereunder, determined to accept, Grantee shall have a right of first refusal (the "Refusal Right") to purchase the Property after the close of the fifteen (15) year compliance period for the low-income housing tax credit for the Property (the "Compliance Period"), as determined under Section 42(i)(l) of the Code, on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of the Refusal Right set forth in Section 3. In such case, Grantor shall deliver to Grantee written notice (a "Notice") that it intends to accept the Offer unless Grantee exercises its right to purchase the Property. Such notice shall contain a complete copy of the Offer. The Grantor shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Section 3 hereof.

- 2. Upon receipt of the Notice, Grantee shall have the Refusal Right to purchase the Property, provided that Grantee is currently and remains at all times hereafter a qualified nonprofit organization as defined in Section 42(h)(5)(C) of the Code, 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 a Permitted Assignee described in Section 8 hereof. 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 describe in Section 7 hereof meeting the requirements of Section 42(i)(7)(A) of the Code. Notwithstanding anything in this Agreement to the contrary, the Refusal Right granted hereunder shall be contingent on (i) the Grantor's entering into and recordation of a governmental agency regulatory agreement restricting the use of the Property to low-income use restriction as required by the Virginia Housing Development Authority ("VHDA"), which use restrictions shall not be modified without the prior written consent of the VHDA.
- 3. Grantee may only exercise such right to purchase the Property by delivering to Grantor written notice of its exercise of such right to Grantee on or before the thirty (30) days after its receipt of the Notice from Grantor. If Grantee properly exercises its right to purchase the Property as provided in the preceding sentence, a contract for the sale and purchase of the Property shall exist between Grantor and Grantee on the price and upon the terms and conditions set forth in the Offer except that the purchase price for the Property shall be the lesser of (i) the price in the Offer or the proposed sales price, provided such price is not less than the fair market value of the Property subject to all restrictive covenants or other agreements regarding use of the Property as affordable housing,

as such fair market value is determined jointly by two independent appraisers, one selected by the Grantor and one selected by Grantee, or if the appraisers are unable to agree or they shall jointly appoint a third appraiser (the cost of which shall be evenly divided between the Grantor and the Grantee and the value determined of the majority of such appraisers shall be final and binding); or (ii) the sum of (a) the principal amount of outstanding indebtedness secured by the Property at the closing of the sale of the Property and

any accrued interest on such indebtedness, (b) any other outstanding indebtedness of Grantor, and (c) all federal, state and local taxes attributable to such sale incurred by the members, partners and/or shareholders of the for-profit partners of the Grantor which, except in the case of federal income taxes, shall not take into account any additional tax attributable to this subsection (c). In the event the Refusal Right is exercised in accordance with the terms of this Agreement, the closing shall not occur sooner than the later date of (i) the date which is forty-five (45) days after the date on which Grantee delivers notice to Grantor of Grantee's exercise of its right to purchase the Property or (ii) the date which is one hundred eighty (180) days after the expiration of the Compliance Period.

- 4. In the event that Grantee, after receipt of a Notice, rejects the Offer contained therein (a "Rejection") by (a) affirmatively declining to exercise its right to purchase the Property, (b) failing to respond within the Acceptance Period, or (c) otherwise failing to properly exercise its right to purchase the Property, the Grantor may thereafter proceed to sell the Property unencumbered by this Agreement.
- 5. In the event that, after a Rejection, Grantor enters into a contract for the sale of the Property, Grantee agrees to execute an estoppel letter or other appropriate document by which it confirms that it has been given the appropriate notice and opportunity to purchase the Property as

provided in this Agreement and that this Agreement has terminated or shall terminate upon the conveyance of the Property. In the event that Grantor has given the Notice as required by Section 1 above and a Rejection has occurred but Grantor is unable to secure from Grantee any such estoppel letter or other document as above provided, Grantor may execute and record an affidavit and release of this Agreement reciting that Grantor has complied with the terms and provisions of the Refusal Right and that Grantee has either expressly declined to purchase the Property or failed to respond within thirty (30) days after receipt of written notice from Grantor as provided for herein which affidavit and release shall be conclusive as between all parties as to record title of said real estate.

- 6. Grantee's right of first refusal hereunder shall be operative only with respect to sales or transfers of the Property by Grantor to entities or individuals unrelated to Grantor. Grantor shall be deemed to be related to any entity in which it, directly or indirectly, owns at least fifty percent (50%) of the beneficial ownership interests. Grantee's rights hereunder shall survive any such transfer to a related entity or individual unless Grantor has offered the Property to Grantee by giving Grantee a Notice and Grantee has made a Rejection of such Offer.
- 7. Grantee may assign all of any of its rights under this Agreement to (a) a qualified nonprofit organization as defined in Section 42(h)(5)(C) of the Code, (b) a government agency described in Section 42(i)(7)(A) of the Code, 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 this Property as a low-income housing property in accordance with any use restrictions applicable to the Property and subject in any event to the conditions precedent of the Refusal Right grant set forth in Section 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder. Grantee shall give written notice thereof to the

Grantor. Upon any permitted assignment hereunder, references to this Agreement to Grantee shall

mean the Permitted Assignee where the context so requires, subject to all applicable conditions to

the effectiveness of the rights granted under the 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 this

Agreement. Except as specifically permitted herein, Grantee's rights hereunder shall not be

assignable.

8. The terms of this Agreement shall not be amended or modified except by a

subsequent writing executed by both parties hereto.

9. Either Grantee or Grantor may record this Agreement, at its own cost and expense.

10. This Agreement may be executed in counterparts, such that two counterparts, one

executed by each party, shall be deemed to be a complete document.

11. Any notices required or permitted to be given under this Agreement shall be deemed

delivered when (a) personally delivered, (b) delivered by overnight courier or (c) deposited in the

United States mail, postage prepaid, certified mail, return receipt requested, addressed to the

appropriate party as follows:

If to Grantor:

Lambert Landing Limited Partnership

500 South Front St., 10<sup>th</sup> Floor

Columbus, OH 43215

If to Grantee:

Bay Aging

5306 Old Virginia Street

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P.O. Box 610 Urbanna, Virginia, 23175

Either party to this Agreement may change its address for notice purposes by giving written notice to the other party, except that such change of address notice shall not be deemed to have been given until actually received by the addressee.

12. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

#### [BALANCE OF PAGE INTENTIONALLY BLANK-SIGNATURES APPEAR ON NEXT PAGE]

#### WITNESS the following signatures:

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Lambert Landing Limited Partnership, A Virginia limited partnership

By: Lambert Landing GP, LLC
An Ohio limited liability company
Its General Partner

By: Woda Cooper General Partner, LLC
An Ohio limited liability company
Its Managing Member

By: Woda Cooper Communities, LLC
An Ohio limited liability company
Its Sole Member

STATE OF OHIO	
	) ss.:
COUNTY OF FRANKLIN	)
The foregoing instrument wa	as acknowledged before me this 17th day of March, 2020, by
Jeffrey J. Woda	, who is personally known to me or has provided satisfactory
identification, as the managi	ng member of Woda Cooper Communities, LLC, the sole member of
Woda Cooper General Parti	ner, LLC, the managing member of Lambert Landing GP, LLC, the
general partner of Lambert 1	Landing Limited Partnership, a Virginia limited partnership, on behalf
of said partnership.	Notary Public Registration Number: 2015-RE-521981
Course Co. S.	Notary Public 2
XB PUSO	Registration Number: 2015-RE-321981

JOYCE C. ALLEY-PLOTT

Notary Public, State of Ohio

My Comm. Expires 3.21-2020

MPC Ommission expires:

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### GRANTEE:

Bay Aging, a Virginia non-stock corporation

Name: Kathy E. Vesley
Title: President + CEO

STATE OF VICAMIA	)
COUNTY OF MMUSEX	) ss.: )
VAMOS & VOCTORA Wh	o is personally known to me or has provided satisfactory of bay Aging, a non-profit, on behalf of said
	Merchan Mory Herry Notary Public
	Registration Number: 7780473

My Commission Expires:

11 30 2022



### Exhibit A

#### Legal Description

#### As to Parcel One:

All those certain lots, piece or parcels of land, lying and being in in the Bermuda District of Chesterfield County, Virginia, and designated as Lots 2 through 6 and a portion of Lot 1, Block 13, Normandale Terrace, all as more particularly shown on plat of survey made by Gene Watson & Associates, P.C., dated January 15, 2002, entitled "Plat Showing Improvements on Lots 2 through 6 and a Portion of Lot 1 Block 13 Normandale Terrace located in the Bermuda District of Chesterfield County, Virginia", a copy of which is attached hereto, made a part hereof and to which plat reference is hereby made for a more particular description of the property herein conveyed.

Being a part of the same property conveyed to Melvin J. Butler by Deed from Horace L. Butler, et als, dated March 28, 1996, and recorded April 9, 1996, in the Clerk's Office, Circuit Court of Chesterfield County, Virginia, in Deed Book 2846, page 22.

Parcel IDs: 797661410800000, 797661430300000

As to Parcel Two:

#### Parcel I

All those certain lots, pieces or parcels of land, with the improvements hethereon and apurtenances thereto belonging, lying and being in Bermuda District, Chesterfield County, Virginia, designated within the tax maps as Tax Map No. 797-66-04-37-100-000, and within the land records as containing 2.216 acres, more or less, described as Lots 9, 10, and 17 through 44, Block 13, Normandale Terrace, as currently configured.

#### Parcel II

All those certain lots, pieces or parcels of land, with the improvements thereon and appurtenances thereto belonging, lying and being in Bermuda District, Chesterfield County, Virginia, designated within the tax maps as Tax Map No. 797-66-04-74-400-000, and within the land records as containing .879 acre, more or less, described as Lots 1, Part of 2 and 3, and 31 through 36, Block 12 Normandale Terrace, as currently configured.

#### Parcel III

All those certain lots, pieces or parcels of land, with the improvements thereon and appurtenances thereto belonging, lying and being in Bermuda District, Chestrfield County, Virginia, desingated within the tax maps as Tax Map No. 797-66-04-49-700-000, and within the land records as containing .194 acre, more or lesss, described as Lots 7 and 8, Block 13, Normandale Terrace, as currently configured.

TOGETHER WITH the Grantor's right, title and interest as of the date of this Deed in and to the residue of all other real property of the Grantor, if any, as located in Normandale Terrace, Chesterfiled, County, Virginia, not otherwise specifically described herein.

Being part of the same real estate conveyed to Harold T. Goyne and Lottie C. Goyne, his wife, as tenants by the entirety with the right of survivorship by deed from Southland Realty Corporation, a Virginia corporation, dated August 27, 1949 and recorded October 18, 1949 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Deed Book 359, page 326. The said Lottie C. Goyne died on March 13,

1959, therevoy vesting ttle in her husband, Harold T. Goyne. The said Harold T. Goyne, Sr., died testate on August 7 1968 and under the terms of his Will, duly probated in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, and recorded in Will Book 79, page 257, devised the subject property unto Harold T. Goyne, Jr. and Adele G. Maxwell, his Executors and Trustees, with power and authority to selll any and all of his real estate. Thereafter, the said Harold T. Goyne, Jr. died on May 28, 1989, leaving Adele G. Maxwell as the sole acting Executor and Trustee of the Estate of Harold T. Goyne, Sr.

Parcel IDs: 797660437100000, 797660474400000, 797660449700000

#### Parcel Three:

All those certain lots or parcels of land, situated in the County of Chesterfield, State of Virginia, known as Lots 13 and 14, in Block 13, of the plan of Normandale Terrace, a plat of which is recorded in the Circuit Court of Chesterfield County, in plat Book 7, page 114, said lots fronting together fifty (50) feet on Merrimac Avenue and running back between parallel lines 130 feet according to the aforesaid map.

Being the same real estate conveyed to Joseph M. Lanzarone and Helen G. Lanzarone, his wife, as tenants by the entirety with the right of survivorship as at common law, by deed from Southland Realty Corporation, dated May 17, 1943, recorded September 10, 1944, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Deed Book 285, page 88. The said Helen G. Lanzarone died interstate \_\_\_\_\_\_, thereby vesting fee simple title into Joseph M. Lanzarone, also known as Joseph M. Lanzarone, Sr. The said Joseph M. Lanzarone, Sr. died December 20, 1988, and by his Will dated March 25, 1981, probated July 14, 1989, in will Book 16, page 698, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, devised title to his son, Richard Garland Lanzarone.

Parcel ID: 797660478300000

#### Parcel Four:

All those certain lots or parcels of land, situated in the County of Chesterfield, Virginia, State of Virginia, known as lots Nos. 11 and 12, in Block 13, in the plan of NORMANDALE TERRACE, a plat of which is recorded in the Clerk's Office of the Circuit Court of Chesterfield County in Plat Book 7, page 114; said lots fronting together fifty (50) feet on Merrimac Avenue and running back between parallel lines 130 feet, according to the aforesaid map.

It being the same property conveyed to Jean Teresa Kennan, by deed from James Carlton Frank, dated June 3, 1996 and filed for record in Deed Book 1900, page 1623.

It being the same property conveyed to Jean Teresa Kennan, by deed from Myra Frank Hudson formerly Myra Frank Long, dated June 3, 1996 and filed for record in Deed Book 1900, page 1625.

It being the same property conveyed to Jean Teresa Kennan, by deed from Bruce Allen Frank, dated June 3, 1996 and filed for record in Deed Book 1900, page 1627.

Parcel ID: 797660468800000

#### Parcel Five:

All those two certain lots or parcels of land, situated in the County of Chesterfield, State of Virginia, known as Lots Nos 15 and 16, in Block 13, in the plan of NORMANDALE TERRACE, a plat of which is recorded in the Clerk's Office of the Circuit Court of Chesterfield County in Plat Book 7, page 114; said

lots fronting together fifty (50) feet on Merrimac Avenue, and running back between parallel lines 130 feet, according to aforesaid map.

It being the same property conveyed to Donald O. Lipford and Betty T. Lipford, husband and wife, by deed from Mary R. Lipford and Clyde O. Lipford, her husband, dated May 9, 1973, and filed for record May 15, 1973, in Deed Book 1080, page 503.

Parcel ID: 797660487800000

(Reserved)

February 26, 2020

JD Bondurant Director of LIHTC Programs Virginia Housing Development Authority 601 S. Belvidere Street Richmond, VA 23220

Re:

Internet Service

Dear Mr. Bondurant:

Please be advised that Lambert Landing will provide free individual Wi-Fi internet service for all units per the QAP and Tax Credit Manual for 8 points. Free community room Wi-Fi restricted to development residents will also be provided per the QAP and Tax Credit Manual for 4 points. There will be a rotating password and only accessible to residents.

The internet service provided will be 10 Mbps download and 3 Mbps upload.

Please see the following attached documents that will also be provided to residents:

- Draft Resident Acknowledgement Form
- Internet Security Plan
- Resident Internet Education Information

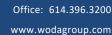
In addition, the development team will include the resident education and form in all resident files.

Sincerely,

WODA COOPER DEVELOPMENT, INC.

David Cooper, Jr.

Executive Vice President & General Counsel





#### **Resident Acknowledgement Form**

#### **RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities**

By signing below, I acknowledge that I have been provided a copy and have thoroughly reviewed the Internet Security Plan and Resident Internet Education Information and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

#### **Rules of Operation**

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

Furthermore, I acknowledge that free individual Wi-Fi internet service will be provided. I agree to use good judgement when using the free Wi-Fi internet service. I agree to avoid downloading questionable applications, and I agree to report any questionable applications links and emails. I have read the Rules of Operation above and I will abide by them.

By:	
Name (Print):	
Date:	

#### **LAMBERT LANDING**

#### INTERNET SECURITY PLAN

The internet service in the community room will have a rotating password that is only accessible to residents. The network router will be located in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.

# Resident Internet Education Information





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



## 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.





### **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.

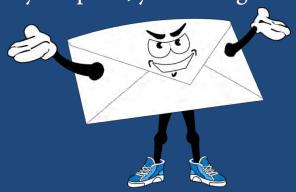
A great tool online that creates kid friendly passwords is the website,

# Spam (5)

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 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 advertisments, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

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

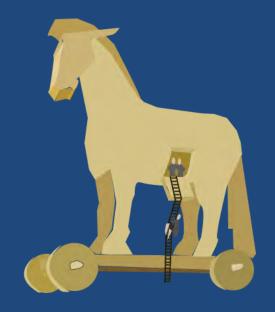


## Trojan Horse

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

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

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



### Worms

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

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





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

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

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

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

### Social Media

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



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

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

## Geotagging 🕳

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

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

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

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



# Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others.

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

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



# Be Careful of What You Say!



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

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

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

# 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 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 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.



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 seminude 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.

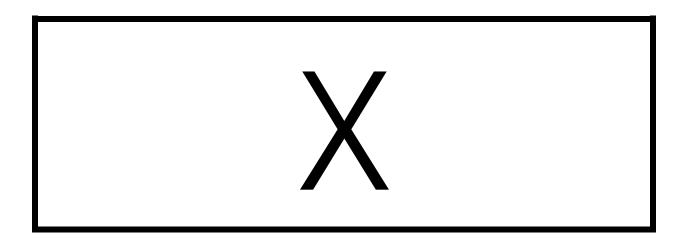
REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

## 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.
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state.
   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



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# Marketing Plan For units meeting accessibility requirements of HUD section

504

### Lambert Landing

### 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 Lambert Landing 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.

Woda Management & Real Estate, LLC ("WMRE") will be responsible for the management of Lambert Landing. WMRE will be responsible for all of the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, WMRE will be responsible for the development and management of community and resident services program. There will be a property manager on-site at Lambert Landing. The files will also be kept on-site at Lambert Landing.

Lambert Landing Limited Partnership and WMRE commit to providing a first preference on its waiting list for persons with an intellectual or developmental disability (ID/DD) for the greater of 5 units or 10% of the units. As mentioned in Section II. Marketing and Outreach, Lambert Landing Limited Partnership and WMRE will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) and Virginia Department of Behavioral Health and Developmental Services (DBHDS). WMRE will retain tenant verification letters, and the Acknowledgement and Settlement Agreement Target Population Status. Developmental Disability units will be confirmed by VHDA; Elizabeth Seward, Director, Statewide Housing Initiatives, (804)-343-5615.

#### I. Affirmative Marketing

WMRE 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. WMRE, it's 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. Any resident who has questions not answered by the housing staff will be referred to the Regional Director of WMRE.

### **II.** Marketing and Outreach

WMRE will locate 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

WMRE will contact local centers for independent living and disability services boards and other service organizations via phone and printed communication. Additionally, WMRE will notify such organizations of vacancies. The contacts will include the following organizations:

- Resources for Independent Living, Inc.: 804-353-6503
- Chesterfield Council on Agency: 804-768-7878
- Chesterfield County Disability Services Board: 804-768-7878
- Greater Richmond Continuum of Care: 804-343-2045
- Virginia Department for Aging and Rehabilitative Services: 804-662-7000 and 804-714-2021
- Virginia Association of Community Services Boards: 804-330-3141
- Department of Aging and Rehabilitative Services: 804-662-7000
- Department of Veterans Services: 877-285-1299
- Continuum of Care Organizations
- Virginia Board for People with Disabilities: 804-786-0016
- Centers for Independent Living
  - Disability Resource Center: 804-353-6503
  - Access Independence: 804-353-6583
- Virginia Department of Medical Assistance Services (DMAS): 804-786-7933

- Virginia Department of Behavioral Health and Developmental Services (DBHDS): 804-786-3921
- Any other appropriate resource agencies/organizations, non-profits that assist persons with disabilities, churches, veteran's organizations, service clubs (Rotary, Kiwanis, Ruritans, VFW), patient services of local hospitals and nursing homes
- Places of employment, unemployment offices, welfare and post offices, grocery stores, churches, community halls, public transportation centers, and local non-profit organizations

### 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 and Digital Advertising

Woda Management & Real Estate, LLC will also list the property on the following websites at the start of lease up and for the duration of the compliance period:

- The property will be listed on <a href="www.virginiahousingsearch.com">www.virginiahousingsearch.com</a>, which includes information on amenities available for the Target Population(s). It will be listed at the start of lease up and for the duration of the compliance period.
- www.hud.gov
- www.craigslist.org
- www.accessva.org
- dbhds.virginia.gov
- Other applicable apartment listing websites

#### 3. Print Media

Print media sources will also be identified in the 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 logotype, slogan or statement, in compliance with the Fair Housing Act, as well as the fact the 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 project 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 brochures can be produced at low cost which will effectively sell the apartments and community. This 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 should be changed several times each year 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. Also posted in the Rental Office are instructions to anyone who feels they have been discriminated against to contact the Regional Manager at WMRE directly. WMRE 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, churches, mosques, and synagogues, 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 resident interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the resident and the responsibilities which the resident will be expected to assume

Times of Operation - the Management Office will be open Monday through Thursday from 9:00 A.M. to 2:00 P.M. Applicants will be processed at the Management Office in accordance with approved criteria. Move-in process and orientation to property applicants meet with the Housing Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

On-site staff will perform housekeeping/home visits, check previous landlord and personal references, verify income, perform criminal/sex offender and credit background checks for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New tenants 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 standards 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 by the housing staff at the Management Office, well versed in Fair Credit Law. As stated before, the processing will include a review of prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The on-site 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 Property Manager 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 your threshold, but you have determined the applicant has no bad credit <u>and</u> no negative rental history <u>and</u> no criminal history and enough income to qualify, then you can conditionally approve the application after you have contacted the prior landlord. In these cases, the application must be reviewed by the Associate Director before final approval.

<u>Note-</u> 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.
- 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 Lambert Landing 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 if required.
- Applicants must provide a birth certificate or other acceptable HUD approved forms 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.
- 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.