
2022 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 10, 2022**

Tax Exempt Bonds

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



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

INSTRUCTIONS FOR THE VIRGINIA 2022 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 10, 2022**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

Applicants should submit all application materials in electronic format only.

There should be distinct files which should include the following:

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

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	jdndavid.bondurant@virginiahousing.com	(804) 343-5725
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Pamela Freeth	pamela.freeth@virginiahousing.com	(804) 343-5563
Aniyah Moaney	aniyah.moaney@virginiahousing.com	(804) 343-5518

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6. Team Information	Development Team Contact information
7. Rehabilitation Information	Acquisition Credits and 10-Year Look Back Info
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11. Enhancements	Building Amenities above Minimum Design Requirements
12. Special Housing Needs	504 Units, Sect. 8 Waiting List, Rental Subsidy
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14. Budget	Operating Expenses
15. Project Schedule	Actual or Anticipated Development Schedule
16. Hard Costs	Development Budget: Contractor Costs
17. Owner's Costs	Development Budget: Owner's Costs, Developer Fee, Cost Limits
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19. Sources of Funds	Construction, Permanent, Grants and Subsidized Funding Sources
20. Equity	Equity and Syndication Information
20. Gap Calculation	Credit Reservation Amount Needed
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28. Efficient Use of Resources (EUR)	Calculates Points for Efficient use of Resources
29. Mixed Use - Cost Distribution	For Mixed Use Applications only - indicates how costs are distributed across the different construction activities

2022 Low-Income Housing Tax Credit Application For Reservation

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

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

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 12/19/2022

1. Development Name: Southwood Apartments B
2. Address (line 1): SE Corner of Old Lynchburg Rd & Hickory St
 Address (line 2): 2200 Swallowtail Lane (pending)
 City: Charlottesville State: VA Zip: 22902
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of Albemarle County
5. The site overlaps one or more jurisdictional boundaries..... FALSE
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 113.02
7. Development is located in a Qualified Census Tract..... TRUE
8. Development is located in a Difficult Development Area..... FALSE
9. Development is located in a Revitalization Area based on QCT FALSE
10. Development is located in a Revitalization Area designated by resolution TRUE
11. Development is located in an Opportunity Zone (with a binding commitment for funding)..... FALSE
 (If 9, 10 or 11 are True, Action: Provide required form in TAB K1)
12. Development is located in a census tract with a poverty rate of.....

3%	10%	12%
FALSE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 5
- Planning District: 10
- State Senate District: 25
- State House District: 57

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

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

14. ACTION: Provide Location Map (TAB K2)

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

Southwood Apartments B will be a part of the redevelopment of the Southwood mobile home park in Albemarle County, a critical community revitalization effort led by the local Habitat for Humanity that has been a decade in the making. Southwood Apartments B will consist of 51 apartment-homes (units), which is the subject of this 4% LIHTC application. The project will offer a mix of 1- and 2-bedroom units with community and fitness rooms. Also a part of the Southwood Apartments community, Southwood A (9% LIHTC project) is composed of 70 units, ranging between one and three bedrooms, community and fitness rooms, as well as the leasing/management office.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 12/19/2022

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: Jeff Richardson
 Chief Executive Officer's Title: County Executive Phone: _____
 Street Address: 401 McIntire Road
 City: Charlottesville State: VA Zip: 22902

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Stacy R. Pethia, Housing Policy Manager (spethia@albemarle.org; 434-296-5832x3)

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

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

- a. If requesting 9% Credits, select credit pool:
 - or
 - b. If requesting Tax Exempt Bonds, select development type:
- For Tax Exempt Bonds, where are bonds being issued?
- ACTION:** Provide Inducement Resolution at TAB Y (if available)
Skip to Number 4 below.

2. Type(s) of Allocation/Allocation Year

Definitions of types:

- a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2022.
- b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2022, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2023 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

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

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

5. Planned Combined 9% and 4% Developments

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

Name of companion development:

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

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

Total Units within 9% allocation request?	70
Total Units within 4% Tax Exempt allocation Request?	51
Total Units:	121

% of units in 4% Tax Exempt Allocation Request: 42.15%

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:

Definition of selection:

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

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

In 2022, Virginia Housing will debut a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. More details will be provided.

C. OWNERSHIP INFORMATION

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

1. Owner Information:

Must be an individual or legally formed entity.

Owner Name: Southwood Block 11 LLC

Developer Name: Piedmont Housing Alliance

Contact: M/M ▶ Mr. First: Sunshine MI: Last: Mathon

Address: 682 Berkmar Circle

City: Charlottesville St. ▶ VA Zip: 22901

Phone: (434) 817-2436 Ext. Fax: (434) 817-0664

Email address: smathon@piedmonthousing.org

Federal I.D. No. 873788101 (If not available, obtain prior to Carryover Allocation.)

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

Additional Contact: Please Provide Name, Email and Phone number.
Ernecia Coles, ecoles@piedmonthousing.org, 434-422-4869

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

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

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
<u>Piedmont Housing Alliance</u>	<u>434-817-2436</u>	<u>Sole Member</u>	<u>100.000%</u>
<u>Sunshine Mathon</u>	<u>434-817-2436</u>	<u>Executive Director</u>	<u>0.000%</u> <i>needs</i>
			<u>0.000%</u>
			<u>0.000%</u>
			<u>0.000%</u>
			<u>0.000%</u>
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			<u>0.000%</u>
			<u>0.000%</u>
			<u>0.000%</u>
			<u>0.000%</u>

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

C. OWNERSHIP INFORMATION

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

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

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

FALSE

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

3. Developer Experience:

*May only choose one of A, B or C **OR** select one or more of D, E and F.*

TRUE a. A principal of the controlling general partner or managing member for the proposed development has developed as a controlling general partner or managing member for (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.

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

FALSE b. A principal of the controlling general partner or managing member for the proposed development has developed at least three deals as principal and have at \$500,000 in liquid assets.

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

FALSE 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).

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

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

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

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

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

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

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

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract
Expiration Date: 5/1/2023

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

- a. FALSE Owner already controls site by either deed or long-term lease.
- b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 5/1/2023 .
- c. FALSE There is more than one site for development and more than one expected date of acquisition by Owner.

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

D. SITE CONTROL

3. Seller Information:

Name: Southwood Charlottesville LLC

Address: 967 2nd Street SE

City: Charlottesville St.: VA Zip: 22902

Contact Person: Dan Rosensweig Phone: (434) 293-9066

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.)

Names	Phone	Type Ownership	% Ownership
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	<u>Erik Hoffman</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Klein Hornig LLP</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>1325 G Street NW, Suite 770, Washington, DC 20005</u>		
Email:	<u>ehoffman@kleinhornig.com</u>	Phone:	<u>(202) 842-0125</u>
2. Tax Accountant:	<u>Todd Vernon</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Dooley & Vicars CPAs, LLP</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>21 S Sheppard St, Richmond, VA 23221</u>		
Email:	<u>todd@dvcpas.com</u>	Phone:	<u>(804) 355-2808</u>
3. Consultant:	<u></u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u></u>	DEI Designation?	<u>FALSE</u>
Address:	<u></u>		
Email:	<u></u>	Role:	<u></u>
		Phone:	<u></u>
4. Management Entity:	<u>Sara Lewis-Weeks</u>	This is a Related Entity.	<u>TRUE</u>
Firm Name:	<u>Alliance Management LLC</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>682 Berkmar Circle, Charlottesville, VA 22901</u>		
Email:	<u>sweeks@piedmonthousing.org</u>	Phone:	<u>434-817-2436</u>
5. Contractor:	<u>Brad Nichols</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Martin Horn</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>210 Carleton Road, Charlottesville, VA 22902</u>		
Email:	<u>brad@martinhorn.com</u>	Phone:	<u>(434) 293-6171</u>
6. Architect:	<u>Bruce Wardell</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>BRW Architects</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>112 4th Street NE, Charlottesville, VA 22902</u>		
Email:	<u>bwardell@brw-architects.com</u>	Phone:	<u>(434) 971-7160</u>
7. Real Estate Attorney:	<u>Erik Hoffman</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Klein Hornig</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>1325 G Street NW, Suite 770, Washington, DC 20005</u>		
Email:	<u>ehoffman@kleinhornig.com</u>	Phone:	<u>(202) 842-0125</u>
8. Mortgage Banker:	<u>Paul Browne</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Joseph Browne Development Associates</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>5535 Lee Highway, Arlington, VA 22207</u>		
Email:	<u>paul@joseph-browne.com</u>	Phone:	<u>(703) 835-4964</u>
9. Other:	<u></u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u></u>	DEI Designation?	<u>FALSE</u>
Address:	<u></u>		
Email:	<u></u>	Role:	<u></u>
		Phone:	<u></u>

F. REHAB INFORMATION

1. Acquisition Credit Information

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

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

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

2. Ten-Year Rule For Acquisition Credits

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Owner

Name: Piedmont Housing Alliance

Contact Person: Sunshine Mathon

Street Address: 682 Berkmar Circle

City: Charlottesville State: VA Zip: 22901

Phone: (434) 817-2436 Contact Email: smathon@piedmonthousing.org

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

Name of qualified nonprofit: Piedmont Housing Alliance

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 is required to waive the right to pursue a Qualified Contract.

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	51	bedrooms	89
Total number of rental units in development	51	bedrooms	89
Number of low-income rental units	51	bedrooms	89
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	51	bedrooms	89
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....			59,116.61 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			0.00 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			59,116.61 (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			100.00%
i. Exact area of site in acres	1.210		
j. Locality has approved a final site plan or plan of development.....			FALSE
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....			FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	934.86	SF	13	13
2BR Garden	1235.90	SF	38	38
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			51	51

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

3. Structures

- a. Number of Buildings (containing rental units)..... 1
- b. Age of Structure:..... 0 years
- c. Number of stories:..... 4
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: Community space to be made available to non-residents
- f. Development consists primarily of : **(Only One Option Below Can Be True)**
 - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
 - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
 - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

H. STRUCTURE AND UNITS INFORMATION

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

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

h. Development contains an elevator(s). TRUE

If true, # of Elevators. 1

Elevator Type (if known) _____

i. Roof Type ▶ Flat

j. Construction Type ▶ Frame

k. Primary Exterior Finish ▶ Fiber Cement Siding

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Community room, lounge, mailroom, and fitness center

m. Number of Proposed Parking Spaces 60

Parking is shared with another entity FALSE

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

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

H. STRUCTURE AND UNITS INFORMATION

5. Plans and Specifications

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

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

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

6. Market Study Data: (MANDATORY)

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

Project Wide Capture Rate - LIHTC Units	6.30%
Project Wide Capture Rate - Market Units	NA
Project Wide Capture Rate - All Units	6.30%
Project Wide Absorption Period (Months)	9

J. ENHANCEMENTS

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

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

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

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

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

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

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

- | | |
|--------|--|
| FALSE | a. A community/meeting room with a minimum of 749 square feet is provided. |
| 41.25% | b1. Percentage of brick covering the exterior walls. |
| 58.75% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill). |
| FALSE | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products. |
| FALSE | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service. |
| | f. <i>Not applicable for 2022 Cycles</i> |
| FALSE | g. Each unit is provided free individual high speed internet access. |
| or | |
| TRUE | h. Each unit is provided free individual WiFi access. |
| TRUE | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| or | |
| FALSE | j. Full bath fans are equipped with a humidistat. |
| TRUE | k. Cooking surfaces are equipped with fire prevention features |
| or | |
| FALSE | l. Cooking surfaces are equipped with fire suppression features. |
| FALSE | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system. |
| or | |
| TRUE | n. All Construction types: each unit is equipped with a permanent dehumidification system. |
| TRUE | o. All interior doors within units are solid core. |
| TRUE | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port. |
| TRUE | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines. |
| | r. <i>Not applicable for 2022 Cycles</i> |
| TRUE | s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet. |

J. ENHANCEMENTS

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

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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

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

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

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	3	5	0	0
Air Conditioning	0	2	3	0	0
Cooking	0	5	6	0	0
Lighting	0	27	30	0	0
Hot Water	0	14	19	0	0
Water	0	22	29	0	0
Sewer	0	27	34	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$100	\$126	\$0	\$0

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

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

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

K. SPECIAL HOUSING NEEDS

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

1. **Accessibility:** Indicate **True** for the following point categories, as appropriate.
Action: Provide appropriate documentation (**Tab X**)

FALSE

- 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.

TRUE

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

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



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

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

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

FALSE

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

FALSE

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

FALSE

Supportive Housing (as described in the Tax Credit Manual)

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

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

FALSE

(If **True**, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the

K. SPECIAL HOUSING NEEDS

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

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

3. Leasing Preferences

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

Organization which holds waiting list: Albemarle County Office of Housing

Contact person: Philip Holbrook

Title: Housing Program Manager

Phone Number: (434) 972-4011

Action: Provide required notification documentation (TAB L)

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

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

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

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

3. Target Population Leasing Preference

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

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

First Name: Sara

Last Name: Lewis-Weeks

K. SPECIAL HOUSING NEEDS

Phone Number: (434) 817-2436 Email: sweeks@piedmonthousing.org

4. Rental Assistance

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

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

FALSE Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.

FALSE Section 8 New Construction Substantial Rehabilitation

FALSE Section 8 Moderate Rehabilitation

FALSE Section 8 Certificates

FALSE Section 8 Project Based Assistance

FALSE RD 515 Rental Assistance

FALSE Section 8 Vouchers *Administering Organization:

FALSE State Assistance *Administering Organization:

FALSE Other:

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

FALSE

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

0

d. Number of units receiving assistance:

0

How many years in rental assistance contract?

0.00

Expiration date of contract:

There is an Option to Renew.....

FALSE

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

L. UNIT DETAILS

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

Note: In order to qualify for any tax credits, a development must meet one of two minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test) or (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), all as described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

a. Units Provided Per Household Type:

Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	
0	0.00%	30% Area Median	
0	0.00%	40% Area Median	
0	0.00%	50% Area Median	
51	100.00%	60% Area Median	
0	0.00%	70% Area Median	
0	0.00%	80% Area Median	
0	0.00%	Market Units	
51	100.00%	Total	

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	
0	0.00%	30% Area Median	
0	0.00%	40% Area Median	
0	0.00%	50% Area Median	
51	100.00%	60% Area Median	
0	0.00%	70% Area Median	
0	0.00%	80% Area Median	
0	0.00%	Market Units	
51	100.00%	Total	

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

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	60% AMI	6		672.75	\$1,060.00	\$6,360
Mix 2	1 BR - 1 Bath	60% AMI	4		673.72	\$1,060.00	\$4,240
Mix 3	1 BR - 1 Bath	60% AMI	2		643.17	\$1,060.00	\$2,120
Mix 4	1 BR - 1 Bath	60% AMI	1	1	688.26	\$1,060.00	\$1,060
Mix 5	2 BR - 1.5 Bath	60% AMI	16		892.76	\$1,269.00	\$20,304
Mix 6	2 BR - 1.5 Bath	60% AMI	3		845.58	\$1,269.00	\$3,807
Mix 7	2 BR - 1.5 Bath	60% AMI	4		892.81	\$1,269.00	\$5,076
Mix 8	2 BR - 1.5 Bath	60% AMI	2	2	865.64	\$1,269.00	\$2,538
Mix 9	2 BR - 1.5 Bath	60% AMI	2	2	884.95	\$1,269.00	\$2,538
Mix 10	2 BR - 1.5 Bath	60% AMI	3		892.86	\$1,269.00	\$3,807
Mix 11	2 BR - 1.5 Bath	60% AMI	7		877.88	\$1,269.00	\$8,883
Mix 12	2 BR - 1.5 Bath	60% AMI	1	1	892.39	\$1,269.00	\$1,269
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0

L. UNIT DETAILS

Mix 17								\$0
Mix 18								\$0
Mix 19								\$0
Mix 20								\$0
Mix 21								\$0
Mix 22								\$0
Mix 23								\$0
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Mix 71								\$0
Mix 72								\$0
Mix 73								\$0

L. UNIT DETAILS

Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
Mix 77								\$0
Mix 78								\$0
Mix 79								\$0
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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			51	6				\$62,002

Total Units	51	Net Rentable SF:	TC Units	42,315.43
			MKT Units	0.00
			Total NR SF:	42,315.43

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$3,825
2. Office Salaries			\$0
3. Office Supplies			\$2,550
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$34,939
<u>5.00%</u> of EGI	<u>\$685.08</u>	Per Unit	
6. Manager Salaries			\$27,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$2,040
9. Auditing			\$3,825
10. Bookkeeping/Accounting Fees			\$3,825
11. Telephone & Answering Service			\$20,400
12. Tax Credit Monitoring Fee			\$1,785
13. Miscellaneous Administrative			\$6,375
Total Administrative			\$106,564

Utilities

14. Fuel Oil			\$0
15. Electricity			\$5,100
16. Water			\$6,375
17. Gas			\$0
18. Sewer			\$6,375
Total Utility			\$17,850

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$10,200
22. Exterminating			\$1,785
23. Trash Removal			\$6,375
24. Security Payroll/Contract			\$4,080
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$7,650
28. Maintenance/Repairs Payroll			\$24,500
29. Repairs/Material			\$12,750
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$5,000
32. Heating/Cooling Repairs & Maintenance			\$4,080
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$2,550
35. Decorating/Payroll/Contract			\$4,080
36. Decorating Supplies			\$0
37. Miscellaneous			\$24,480
Totals Operating & Maintenance			\$107,530

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$40,596
39. Payroll Taxes	\$5,100
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$12,750
42. Fidelity Bond	\$0
43. Workman's Compensation	\$1,020
44. Health Insurance & Employee Benefits	\$12,750
45. Other Insurance	\$0
Total Taxes & Insurance	\$72,216

Total Operating Expense **\$304,160**

Total Operating Expenses Per Unit \$5,964 **C. Total Operating Expenses as % of EGI** 43.53%

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum) **\$15,300**

Total Expenses	\$319,460
-----------------------	------------------

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

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	3/17/2021	Sunshine Mathon
b. Site Acquisition	4/28/2023	Sunshine Mathon
c. Zoning Approval	8/21/2019	Habitat for Humanity
d. Site Plan Approval	1/27/2023	Timmons Group
2. Financing		
a. Construction Loan		
i. Loan Application	March 2022	Joseph-Browne Dev Assoc
ii. Conditional Commitment		Virginia Housing
iii. Firm Commitment	1/31/2023	Virginia Housing
b. Permanent Loan - First Lien		
i. Loan Application	March 2022	Joseph-Browne Dev Assoc
ii. Conditional Commitment		Virginia Housing
iii. Firm Commitment	1/31/2023	Virginia Housing
c. Permanent Loan-Second Lien		
i. Loan Application	10/31/2022	Piedmont Hsg Alliance
ii. Conditional Commitment		VA DHCD
iii. Firm Commitment	1/31/2023	VA DHCD
d. Other Loans & Grants		
i. Type & Source, List	Grant	Albemarle County
ii. Application	11/15/2021	Sunshine Mathon
iii. Award/Commitment	7/20/2022	Albemarle County
2. Formation of Owner	12/1/2021	Klein Hornig LLP
3. IRS Approval of Nonprofit Status	February 1985	IRS
4. Closing and Transfer of Property to Owner	4/28/2023	PHA-Habitat
5. Plans and Specifications, Working Drawings	November 2022	BRW Architects
6. Building Permit Issued by Local Government	March 2023	Albemarle County
7. Start Construction	5/1/2023	Martin Horn
8. Begin Lease-up	7/1/2024	Alliance Management
9. Complete Construction	12/31/2024	Martin Horn
10. Complete Lease-Up	12/31/2024	Alliance Management
11. Credit Placed in Service Date	12/31/2024	

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

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

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	10,445,958	0	10,445,958	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	10,445,958	0	10,445,958	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	654,746	0	654,746	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
Total Land Improvements	654,746	0	654,746	0
Total Structure and Land	11,100,704	0	11,100,704	0
r. General Requirements	849,435	0	832,554	0
s. Builder's Overhead (1.6% Contract)	179,252	0	166,510	0
t. Builder's Profit (5.2% Contract)	575,316	0	555,036	0
Error: Combined GR, OVERHEAD & PROFIT exceeds maximum allowed.				
u. Bonds	150,715	0	150,715	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: Cost Certification	8,000	0	8,000	0
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
Contractor Costs	\$12,863,422	\$0	\$12,813,519	\$0

O. PROJECT BUDGET - OWNER COSTS

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	51,000	0	51,000	0
b. Architecture/Engineering Design Fee \$9,412 /Unit)	480,000	0	480,000	0
c. Architecture Supervision Fee \$3,186 /Unit)	162,500	0	162,500	0
d. Tap Fees	255,000	0	255,000	0
e. Environmental	26,000	0	26,000	0
f. Soil Borings	30,000	0	30,000	0
g. Green Building (Earthcraft, LEED, etc.)	30,000	0	30,000	0
h. Appraisal	16,000	0	16,000	0
i. Market Study	16,000	0	16,000	0
j. Site Engineering / Survey	20,000	0	20,000	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	60,000	0	60,000	0
n. Construction Interest (0.0% for 0 months)	607,310	0	427,971	0
o. Taxes During Construction	40,000	0	33,333	0
p. Insurance During Construction	24,000	0	20,000	0
q. Permanent Loan Fee (0.0%)	0	0	0	0
r. Other Permanent Loan Fees	229,525	0	0	0
s. Letter of Credit	12,000	0	0	0
t. Cost Certification Fee	12,000	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	35,000	0	0	0
w. Legal Fees for Closing	100,000	0	0	0
x. Mortgage Banker	92,800	0	0	0
y. Tax Credit Fee	62,073	0	0	0
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	25,000	0	25,000	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	417,212	0	0	0
ad. Contingency	643,172	0	638,191	0
ae. Security	25,000	0	25,000	0
af. Utilities	1,976	0	1,976	0

O. PROJECT BUDGET - OWNER COSTS

ag. Servicing Reserve	0			
(1) Other* specify: Soft Cost Contingency	123,910	0	68,617	0
(2) Other* specify: Investor Counsel	65,000	0	0	0
(3) Other* specify:	0	0	0	0
(4) Other* specify:	0	0	0	0
(5) Other* specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$3,662,478	\$0	\$2,386,588	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)	\$16,525,900	\$0	\$15,200,107	\$0
3. Developer's Fees	1,787,272	0	1,787,272	0
Action: Provide Developer Fee Agreement (Tab A)				
4. Owner's Acquisition Costs				
Land	440,000			
Existing Improvements	0	0		
Subtotal 4:	\$440,000	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$18,753,172	\$0	\$16,987,379	\$0

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$1,787,272

Proposed Development's Cost per Sq Foot
Applicable Cost Limit by Square Foot:

\$310 **Meets Limits**
\$314

Proposed Development's Cost per Unit
Applicable Cost Limit per Unit:

\$359,082 **Proposed Cost per Unit exceeds limit**
\$303,292

2022 Low-Income Housing Tax Credit Application For Reservation

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	18,753,172	0	16,987,379	0

2. Reductions in Eligible Basis

a. Amount of federal grant(s) used to finance qualifying development costs	0	0	0
b. Amount of nonqualified, nonrecourse financing	0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)	0	0	0
d. Historic Tax Credit (residential portion)	0	209,079	0
3. Total Eligible Basis (1 - 2 above)	0	16,778,300	0

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

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>		5,033,490	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)		0	0
c. For Green Certification (Eligible Basis x 10%)			0
Total Adjusted Eligible basis		21,811,790	0

5. **Applicable Fraction** 100.00000% 100.00000% 100.00000%

6. **Total Qualified Basis** (Eligible Basis x Applicable Fraction) 0 21,811,790 0

7. **Applicable Percentage** 9.00% 4.00% 9.00%
 (Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)

8. **Maximum Allowable Credit under IRC §42** (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)

\$0	\$872,472	\$0
\$872,472 Combined 30% & 70% P. V. Credit		

Q. SOURCES OF FUNDS

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

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. VH LT & ST Bonds	02/02/22	02/01/23	\$9,280,000	Paul Browne
2. Equity Bridge Loan	01/10/23	03/01/23	\$2,500,000	Corbin Anderson
3.				
Total Construction Funding:			\$11,780,000	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. VH Bonds	2/2/2022	2/2/2023	\$5,780,000	\$311,744	4.11%	35	35
2. VHTF Loan	10/31/2022	1/15/2023	\$900,000		1.00%	30	30
3. Albemarle County Loan	1/1/2021	3/1/2021	\$1,235,000		1.00%	30	30
4. HIEE Loan	10/31/2022	1/14/2023	\$1,572,480		0.00%	30	30
5. VA DHCD HOME Loan	10/31/2022	1/14/2023	\$900,000		1.00%	30	30
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$10,387,480	\$311,744			

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

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

Q. SOURCES OF FUNDS

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.	Albemarle County Loan	3/1/2021	\$1,235,000
2.	HIEE Loan	1/15/2022	\$1,075,000
3.			
4.			
5.			
Total Subsidized Funding			\$2,310,000

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$9,280,000
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	\$900,000
h.	Other: HIEE	\$1,572,480
i.	Other: VHTF	\$900,000

Market-Rate Loans

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

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **53.25%**

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

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

[Redacted area]

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

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

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

c. **FALSE** Other [Redacted area]

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0
b. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$653,353	(Note: Deferred Developer Fee cannot be negative.)		
iv. Other: 45 L Credits	\$209,079			
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	\$862,432			

2. Equity Gap Calculation

a. Total Development Cost	\$18,753,172
b. Total of Permanent Funding, Grants and Equity	- \$11,249,912
c. Equity Gap	\$7,503,260
d. Developer Equity	- \$749
e. Equity gap to be funded with low-income tax credit proceeds	\$7,502,511

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:			
Contact Person:		Phone:	
Street Address:			
City:		State:	
		Zip:	
b. Syndication Equity			
i. Anticipated Annual Credits	\$872,472.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.860		
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%		
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0		
v. Net credit amount anticipated by user of credits	\$872,385		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$7,502,511		

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

4. Net Syndication Amount	\$7,502,511
Which will be used to pay for Total Development Costs	
5. Net Equity Factor	86.0000243691%
Must be equal to or greater than 85%	

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		<u>\$18,753,172</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$11,249,912</u>
3. Equals Equity Gap		<u>\$7,503,260</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>86.0000243691%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$8,724,719</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$872,472</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$872,472</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$872,472</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$17,107.2941</u>	
Credit per LI Bedroom	<u>\$9,803.0562</u>	
	Combined 30% & 70% PV Credit Requested	\$872,472

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units	\$62,002
Plus Other Income Source (list):	\$612
Equals Total Monthly Income:	\$62,614
Twelve Months	x12
Equals Annual Gross Potential Income	\$751,368
Less Vacancy Allowance 7.0%	\$52,596
Equals Annual Effective Gross Income (EGI) - Low Income Units	\$698,772

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

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

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$698,772
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$698,772
d. Total Expenses	\$319,460
e. Net Operating Income	\$379,312
f. Total Annual Debt Service	\$311,744
g. Cash Flow Available for Distribution	\$67,568

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	698,772	712,748	727,003	741,543	756,374
Less Oper. Expenses	319,460	329,044	338,915	349,083	359,555
Net Income	379,312	383,704	388,088	392,460	396,819
Less Debt Service	311,744	311,744	311,744	311,744	311,744
Cash Flow	67,568	71,960	76,344	80,716	85,075
Debt Coverage Ratio	1.22	1.23	1.24	1.26	1.27

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	771,501	786,931	802,670	818,723	835,098
Less Oper. Expenses	370,342	381,452	392,896	404,682	416,823
Net Income	401,159	405,479	409,774	414,041	418,275
Less Debt Service	311,744	311,744	311,744	311,744	311,744
Cash Flow	89,415	93,735	98,030	102,297	106,531
Debt Coverage Ratio	1.29	1.30	1.31	1.33	1.34

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	851,799	868,835	886,212	903,936	922,015
Less Oper. Expenses	429,328	442,207	455,474	469,138	483,212
Net Income	422,472	426,628	430,739	434,799	438,803
Less Debt Service	311,744	311,744	311,744	311,744	311,744
Cash Flow	110,728	114,884	118,995	123,055	127,059
Debt Coverage Ratio	1.36	1.37	1.38	1.39	1.41

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

U. Building-by-Building Information

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

Number of BINS: 1

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

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

Table with columns: Bldg #, BIN if known, TAX CREDIT UNITS, MARKET RATE UNITS, Street Address 1, Street Address 2, City, State, Zip, 30% Present Value Credit for Acquisition, 30% Present Value Credit for Rehab / New Construction, 70% Present Value Credit, and Credit Amount. Includes a total row at the bottom.

51 0 If development has more than 35 buildings, contact Virginia Housing

Totals from all buildings

\$0

\$21,811,790

\$0

\$0

\$872,472

\$0

Number of BINS: 1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

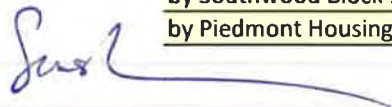
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: Southwood Block 11 LLC
by Southwood Block 11 MM LLC
by Piedmont Housing Alliance


By: 
 Its: Executive Director
 (Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	<u>Bruce R. Wardell</u>
Virginia License#:	<u>005283</u>
Architecture Firm or Company:	<u>brwarchitects</u>

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 Virginia Housing's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Items 5f and 5g require a numeric value to be entered.

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

MANDATORY ITEMS:

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

Included		Score
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y, N, N/A	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Total:		0.00

1. READINESS:

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development < no points offered in Cycle 2022 >
- d. Location in a revitalization area based on Qualified Census Tract
- e. Location in a revitalization area with resolution
- f. Location in a Opportunity Zone

Y	0 or -50	0.00
N	0 or -25	0.00
N/A	0 pts for 2022	0.00
N	0 or 10	0.00
Y	0 or 15	15.00
N	0 or 15	0.00
Total:		15.00

2. HOUSING NEEDS CHARACTERISTICS:

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

Y	0 or up to 5	5.00
N	0 or 20	0.00
12.32%	Up to 40	24.64
N	0 or 5	0.00
N	0 or 10	0.00
0%	0, 20, 25 or 30	0.00
N	0 or 15	0.00
Y	Up to 20	20.00
Total:		49.64

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			75.50
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 50	0.00
or c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
d. Proximity to public transportation (within Northern VA or Tidewater)	N	0, 10 or 20	0.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
g. Developments with less than 100 low income units	Y	up to 20	19.60
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>140.10</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$93,700	\$59,700

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

5. SPONSOR CHARACTERISTICS:

a. Developer experience (Subdivision 5a - options a,b or c)	Y	0, 10 or 25	25.00
b. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
c. Experienced Sponsor - 3 developments in any state	N	0 or 15	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 (per occurrence)	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
h. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			<u>25.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	55.50
b. Cost per unit		Up to 100	2.68
Total:			<u>58.18</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Y	Up to 30	20.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	N	0 or 5	0.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			<u>85.00</u>

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

TOTAL SCORE: 372.92

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	40	36.50
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	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. N/A for 2022	0	0.00
s. New Construction: Balcony or patio	4	4.00
		<u>75.50</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
Total amenities:		<u>75.50</u>

X. Development Summary

Summary Information 2022 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Southwood Apartments B

Cycle Type: 4% Tax Exempt Bonds Credits **Requested Credit Amount:** \$872,472
Allocation Type: New Construction **Jurisdiction:** Albemarle County
Total Units: 51 **Population Target:** General
Total LI Units: 51 **Owner Contact:** Sunshine Mathon
Project Gross Sq Ft: 59,116.61
Green Certified? TRUE

Total Score 372.92

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$10,387,480	\$203,676	\$176	\$311,744
Grants	\$0	\$0		
Subsidized Funding	\$2,310,000	\$45,294		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$11,100,704	\$217,661	\$188	59.19%
General Req/Overhead/Profit	\$1,604,003	\$31,451	\$27	8.55%
Other Contract Costs	\$158,715	\$3,112	\$3	0.85%
Owner Costs	\$3,662,478	\$71,813	\$62	19.53%
Acquisition	\$440,000	\$8,627	\$7	2.35%
Developer Fee	\$1,787,272	\$35,045	\$30	9.53%
Total Uses	\$18,753,172	\$367,709		

Total Development Costs	
Total Improvements	\$16,525,900
Land Acquisition	\$440,000
Developer Fee	\$1,787,272
Total Development Costs	\$18,753,172

Proposed Cost Limit/Sq Ft: \$310
Applicable Cost Limit/Sq Ft: \$314
Proposed Cost Limit/Unit: \$359,082
Applicable Cost Limit/Unit: \$303,292

Income		
Gross Potential Income - LI Units		\$751,368
Gross Potential Income - Mkt Units		\$0
Subtotal		\$751,368
Less Vacancy %	7.00%	\$52,596
Effective Gross Income		\$698,772

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	13
# of 2BR	38
# of 3BR	0
# of 4+ BR	0
Total Units	51

Rental Assistance? FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$106,564	\$2,089
Utilities	\$17,850	\$350
Operating & Maintenance	\$107,530	\$2,108
Taxes & Insurance	\$72,216	\$1,416
Total Operating Expenses	\$304,160	\$5,964
Replacement Reserves	\$15,300	\$300
Total Expenses	\$319,460	\$6,264

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	51	51
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$698,772
Total Expenses	\$319,460
Net Income	\$379,312
Debt Service	\$311,744
Debt Coverage Ratio (YR1):	1.22

Income Averaging? FALSE

Extended Use Restriction? 30

i. Efficient Use of Resources

Credit Points for 9% Credits:

* 4% Credit applications will be calculated using the E-U-R TE Bond Tab

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

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

Combined Max	\$872,472
Credit Requested	\$872,472
% of Savings	0.00%
Sliding Scale Points	0

4% Deals EUR Points 55.50

Cost Points:

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

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

Total Costs Less Acquisition	\$18,313,172
Total Square Feet	59,116.61
Proposed Cost per SqFt	\$309.78
Applicable Cost Limit per Sq Ft	\$314.00
% of Savings	1.34%
<hr/>	
Total Units	51
Proposed Cost per Unit	\$359,082
Applicable Cost Limit per Unit	\$303,292
% of Savings	-18.39%
Max % of Savings	1.34% Sliding Scale Points
	2.68

\$/SF = **\$298.41** Credits/SF = **14.7583** Const \$/unit = **\$252,223.96**

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
300
1

300
1

*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-(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
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 BR-TH
AVG UNIT SIZE	0.00	934.86	1,235.90	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	13	38	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	19,557	25,043	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	19,557	25,043	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	19,557	25,043	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	13,797	18,240	0	0	0	0	0
CREDIT PER UNIT POINTS	0.00	15.02	40.48	0.00	0.00	0.00	0.00	0.00

TOTAL CREDIT PER UNIT POINTS

55.50

Credit Parameters - Elderly

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

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	19,557	25,043	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	19,557	25,043	0	0	0	0	0

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

Credit Parameters - Elderly

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

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	19,557	25,043	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	19,557	25,043	0	0	0	0	0

Tab A:

Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY)

**Operating Agreement
of
Southwood Block 11 LLC**

This Operating Agreement (the “*Agreement*”) of Southwood Block 11 LLC (the “*Company*”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Code of Virginia (the “*Act*”), is entered into by Southwood Block 11 MM LLC, a Virginia limited liability company (the “*Sole Member*”).

1. **Purpose and Powers.** The purpose of the Company is to acquire, finance, construct, and own in fee or leasehold that certain land with buildings and improvements thereon located at in, Charlottesville, Virginia, commonly known as Southwood Apartments A (the “*Project*”), and to undertake any other activity which a limited liability company may lawfully undertake under the Act.
2. **Separateness.** The Company will conduct its business and operations in its own name and will maintain books and records and bank accounts separate from those of any other person or entity.
3. **Management.** The Company will be managed by a member (the “*Manager*”) appointed by the Sole Member. The Manager will exercise full and exclusive control over the affairs of the Company. The Manager may appoint officers and agents for the Company and give them such titles and powers as the Manager may choose. Any action taken by the Manager in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Manager, will be an action of the Company. The Sole Member will be the Manager.
4. **Capital Contribution.** The capital contribution of the Sole Member to the Company is \$100.
5. **Dissolution.** The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company’s property and the Company’s receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Sole Member to dissolve.
6. **Fiscal Year.** The fiscal year of the Company will be the calendar year.
7. **Taxation as Partnership.** The Company shall file its return with the Commissioner of Internal Revenue and any applicable state taxing authorities as a partnership and shall not elect to be taxable other than as a partnership without the consent of the Sole Member.
8. **Partnership Representative.** The Sole Member shall be the partnership representative of the Company pursuant to Section 6223 of the Internal Revenue Code of 1986, as amended (“Partnership Representative”), and shall engage in such undertakings as are required of the Partnership Representative of the Company, as provided in the Code and applicable Treasury Regulations.
9. **No Liability of Member and Others.** The Manager and its agents, the Sole Member and its agents, and any officers and agents of the Company will not be liable for the Company's liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Manager, Sole Member, or any officer.
10. **Indemnification.** The Company will indemnify and defend the Sole Member and its agents, the Manager and its agents, and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the

Company's business to the fullest extent provided or allowed by law.

11. **Amendment.** This Agreement may be amended only by written instrument executed by the Sole Member and indicating an express intention to amend this instrument.
12. **Governing Law.** This Agreement will be interpreted, construed and enforced in accordance with the laws of Virginia.

The undersigned have executed this Agreement effective as of November 15th, 2021.

[signature page follows]

[Signature Page to Operating Agreement of Southwood Block 11 LLC]

MANAGING MEMBER:

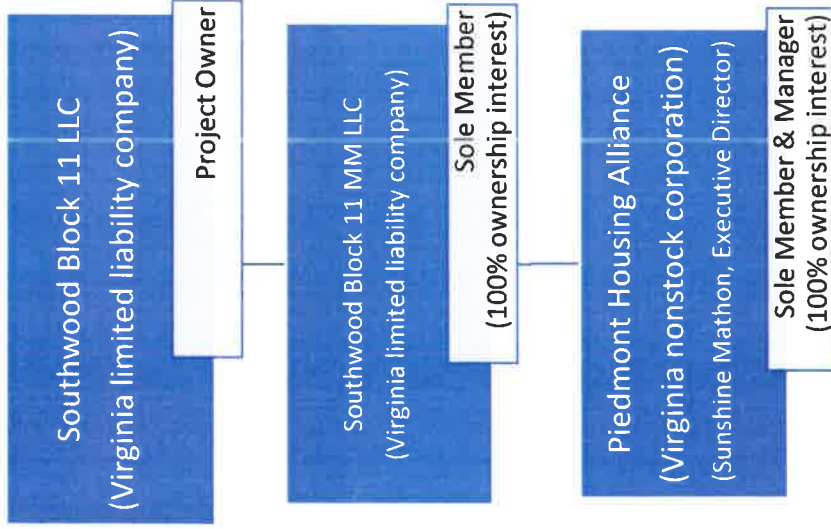
SOUTHWOOD BLOCK 11 MM LLC,
a Virginia limited liability company

By: Piedmont Housing Alliance,
a Virginia nonstock corporation,
its managing member

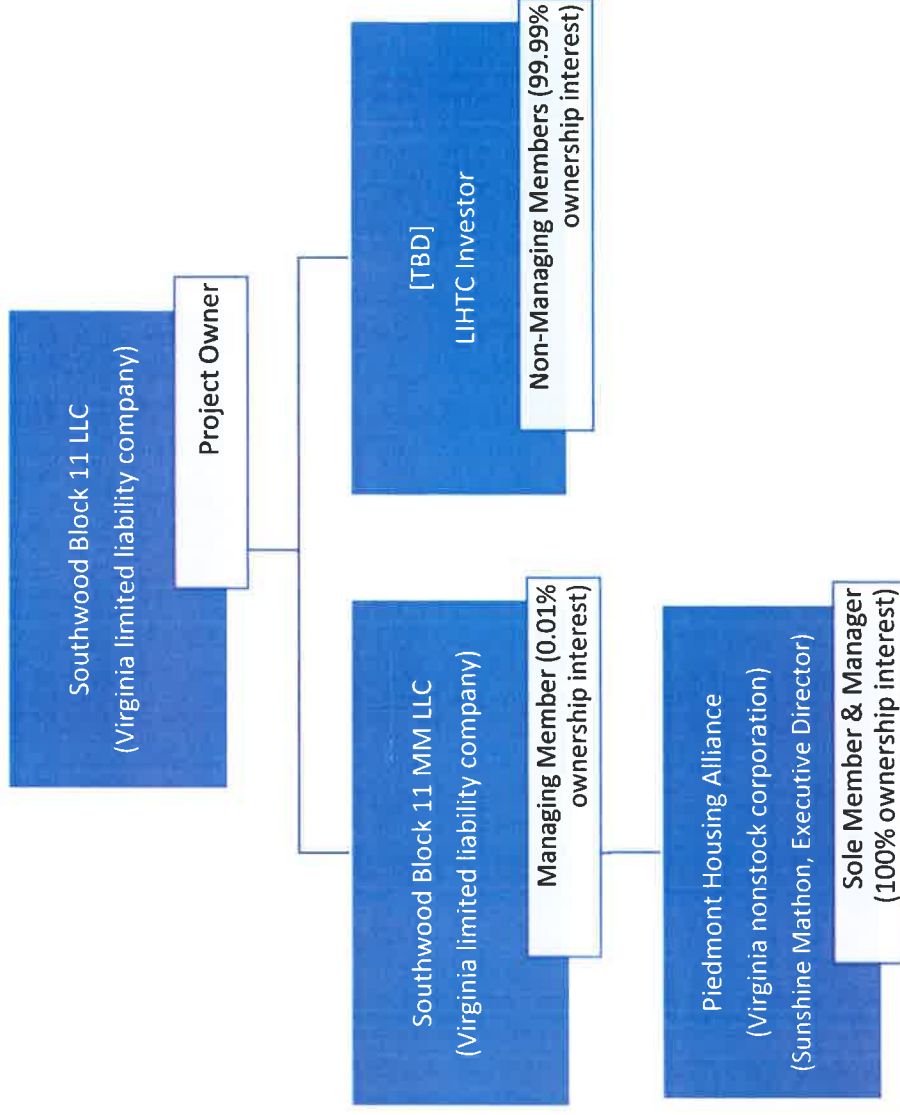
By: 
Name: Sunshine Mathon
Title: Executive Director

Organizational Chart: Southwood Apartments B

Current



Post-Closing



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") made as of December __, 2022 by and between Southwood Block 11 LLC, a Virginia limited liability company (the "Company"), and Piedmont Housing Alliance, a Virginia nonprofit nonstock corporation (the "Developer").

Recitals

WHEREAS, the Company was formed to acquire, construct, develop, improve, maintain, own, operate, lease, dispose of and otherwise deal with an apartment project located in Albemarle County, Virginia, known as Southwood Apartments B (the "Project").

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

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

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

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

Section 1. Development Services.

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

(b) The Developer's services shall be performed in the name and on behalf of the Company and shall consist of the duties set forth in subparagraphs (i)-(xiii) below of this Section 1(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of any duty of the Developer set forth in this Agreement is beyond the reasonable control of the Developer, the Developer shall nonetheless be obligated to (i) use its best efforts to perform such duty and (ii) promptly notify the Company that the performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

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

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

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

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

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

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

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

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

(F) the submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Project (including energy efficiency and green sustainability building practices);

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

use, site plan, or zoning approvals applicable to building construction);

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

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

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

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

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

(iv) Inspect the progress of the course of construction of the Project, including attendance at regular construction progress meetings, and including verification of the materials and labor being furnished to and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the design or construction of the Project, and including review and approval of change orders that extend the construction schedule by more than three weeks and/or exceed \$25,000 individually, and/or which when added to approved and contemplated change orders exceed 75% of the construction contingency, and in addition to verify that the construction is being carried out substantially in accordance with the plans and specifications approved by the Company or, in the event construction is not being so carried out, to promptly notify the Company;

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

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

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

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

(ix) Assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the Developer's functions hereunder. Without limiting the foregoing, the Developer will prepare, accumulate and furnish to the

Company and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will take application for appropriate exclusions from the capital costs of the Project for purposes of real property ad valorem taxes;

(x) Coordinate and administer the design and construction of all interior tenant improvements to the extent required under any leases or other occupancy agreements to be constructed or furnished by the Company with respect to the initial leasing of space in the Project, whether involving building standard or non-building standard work;

(xi) Use its best efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedules for such completion approved by the Company, including the securing of all close-out materials from the general contractor;

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

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

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

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

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

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

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

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

Section 3. Accounts and Records.

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

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

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

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

The Developer shall complete the construction of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanics', materialmen's or similar liens, and shall equip the Project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, including refrigerators and ranges, provided for in the Project Documents and the Plans and Specifications. The Developer also shall cause the achievement of Final Closing in accordance with the terms of the Operating Agreement. If the Specified Proceeds as available from time to time are insufficient to cover all

Development Costs and achieve Final Closing, the Developer shall advance or cause to be advanced to the Company from time to time as needed all such funds as are required to pay such deficiencies. Any such advances ("Development Advances") shall, to the extent permitted under the Project Documents and any applicable regulations or requirements of any Project Lender or Agency, be reimbursed at or prior to Final Closing only out of Specified Proceeds available from time to time after payment of all Development Costs. Any balance of the amount of each Development Advance not reimbursed through Final Closing shall not be reimbursable to the Developer and shall not be credited to the Capital Account of any Member, or otherwise change the interest of any Person in the Company, but shall be borne by the Developer under the terms of this Agreement, provided, however, if the Managing Member makes a Development Advance, such Development Advance shall be repaid as a Completion Loan under the Operating Agreement.

Section 5. Development Amount.

Any Development Advances made by the Developer shall be reimbursed from Specified Proceeds as set forth in Section 4. As reimbursement for any additional Development Advances and as a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project, the Developer shall be paid an amount (the "Development Amount") equal to the lesser of (a) One Million Seven Hundred Eighty-Seven Thousand Eight Hundred Twenty and No/100 Dollars (\$1,787,820); or (b) the maximum amount which conforms to the developer fee standards imposed by the Virginia Housing Development Authority.

Section 6. Applicable Law.

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

Section 7. Binding Agreement.

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

Section 8. Headings.

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

Section 9. Terminology.

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

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

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

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

Section 10. Benefit of Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Signature Page to Development Agreement]

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

COMPANY:

SOUTHWOOD BLOCK 11 LLC,
a Virginia limited liability company

By: Southwood Block 11 MM LLC,
a Virginia limited liability company
its managing member

By: Piedmont Housing Alliance,
a Virginia nonstock corporation
its managing member

By: _____
Name: Sunshine Mathon
Title: Executive Director

DEVELOPER:

PIEDMONT HOUSING ALLIANCE,
a Virginia nonstock corporation

By: _____
Name: Sunshine Mathon
Title: Executive Director

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, December 1, 2021

This is to certify that the certificate of organization of

Southwood Block 11 LLC

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

Effective date: December 1, 2021



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, appearing to read "Bernard J. [unclear]".

Clerk of the Commission

Tab C:

**Principal's Previous Participation Certification
(MANDATORY)**



Previous Participation Certification

Development Name: Southwood Apartments B
Name of Applicant (entity): Southwood Block 11 LLC

I hereby certify that:

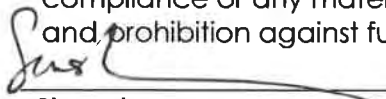
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily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

Previous Participation Certification, cont'd

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

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

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



Signature

Sunshine Mathon

Printed Name

December 12, 2022

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

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Southwood Apartments B

Name of Applicant: Southwood Block 11 LLC

INSTRUCTIONS:

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

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Virnita Court / Charlottesville, VA	Virnita Court Limited Partnership (434-817-2436)	Y	16	9	8/16/2007	4/21/2008	N
2	Monticello Vista Apartments / Charlottesville, VA	Monticello Vista Apartments, LP (434-817-2436)	Y	50	50	12/31/2009	10/1/2010	N
3	Crozet Meadows Apartments / Charlottesville, VA	Crozet Meadows, LP (434-817-2436)	Y	66	66	7/27/2010	6/10/2011	N
4	Scottsville School Apartments / Scottsville VA	Scottsville Apartments, LP (434-817-2436)	Y	34	34	11/9/2012	9/24/2013	N
5	Lovingston Ridge / Lovinaston, VA	Lovingston Ridge VA, LLC (434-817-2436)	N	64	64	1/1/2014	12/22/2014	N
6	Lily Ridge / Ruckersville, VA	Lily Ridge VA, LLC (434-817-2436)	N	48	48	9/4/2015	3/9/2016	N
7	Carlton Views / Charlottesville, VA	Carlton Views I, LLC (434-817-2436)	N	54	54	12/9/2016	8/4/2017	N
8	Hawk's Landing / Ruckersville, VA	Hawk's Landing VA, LLC (434-817-2436)	N	50	50	9/28/2020	6/3/2021	N
9	Friendship Court Phase I / Charlottesville, VA	FC Phase I, LLC (434-817-2436)	Y	106	106	Pending	Pending	N
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Tab E:

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

Purchase and Sale Agreement

This Purchase and Sale Agreement ("**Agreement**") is entered into as of March 17, 2021, by and between **Southwood Charlottesville, LLC**, a Virginia limited liability company ("**Seller**") and **Piedmont Housing Alliance**, a Virginia nonstock corporation ("**Buyer**"), its successors or assigns.

RECITALS

R-1. Seller is the owner of two adjoining parcels of land in Albemarle County, Virginia (the "**County**"), collectively containing +/-10.06 acres, fronting on the east side of Old Lynchburg Road and referred to on the County tax assessor's records as TMP 07600-00-00-051A0 and TMP 09000-00-00-001A0 and (collectively, the "**Parent Parcels**").

R-2. The Parent Parcels are a portion of the lands owned by Seller that Seller intends to develop into a phased, master-planned community called "Southwood," initially consisting of +/- 34 acres described in "Southwood Phase I - A Neighborhood Model District - Code Of Development July 8, 2019 Revised July 29, 2019 (County file# ZMA 2018-00003)" (the "**COD**"), which was approved August 21, 2019, by the County Board of Supervisors in connection with an amendment to the County zoning map.

R-3. Buyer desires to purchase the following portions of the Parent Parcels, together with all improvements thereon and rights and appurtenances pertaining thereto (collectively, the "**Property**"): a +/-2.99 acre parcel described in the COD as "Block 12" and a +/- 1.75-acre parcel consisting of the northernmost portion of "Block 11" described in the COD, but excluding any portion thereof conveyed to the County or the Commonwealth of Virginia for right of way, as outlined in red on **Exhibit A-1**.

R-4. Buyer intends to develop the Property into a project containing approximately 121 residential apartment units, 100% of which will be rent restricted and occupied by individuals whose income does not exceed 80% of the area median gross income as determined under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Code**") and will qualify for the low-income housing tax credit ("**LIHTC**") under Section 42 of the Code (the "**ADUs**"), together with related community space, parking, landscaping and other improvements consistent with the COD (all of the foregoing, collectively, the "**Intended Use**").

R-5. Buyer has agreed to purchase the Property, and Seller has agreed to sell the same, subject to and on the terms set forth in the Agreement.

AGREEMENT

Now, therefore, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. **Recitals; Definitions.** The foregoing recitals and preamble and the exhibits referenced in this Agreement are incorporated into this Agreement as if set forth in full herein. The "**Effective Date**" of this Agreement is the later of the date it is signed by the Buyer or the Seller, as indicated below their signatures.
2. **Sale and Purchase of the Property.** Seller will sell, transfer and convey the Property to Buyer, and Buyer will purchase and accept the same from Seller, for the Purchase Price (as defined in Section 3) and subject to the terms and conditions set forth in this Agreement.
3. **Purchase Price; Deposit Note and Deed of Trust; Seller Financing.**

(a) **Purchase Price.** The Purchase Price for the Property is \$2,340,000.00, all cash except as provided herein, and adjusted as provided in this Agreement.

(b) **Deposit Note and Deed of Trust.** Buyer will deliver to Seller the sum of \$200,000.00 by wire transfer (the "**First Deposit**") within 5 business days after Seller's delivery to Buyer of (i) a duly-executed promissory note from Seller and Seller's parent company, Greater Charlottesville Habitat for Humanity, Inc. ("**Habitat**"), in the form attached as **Exhibit B** (the "**Deposit Note**") and (ii) a duly-executed, acknowledged and recorded deed of trust encumbering TMP 07600-00-00-051A0 (the "**Collateral**") in a form reasonably acceptable to Seller and Buyer, and granting to Buyer's counsel, as trustee, a second lien and security interest in the land and improvements thereon belonging to Seller, and all rents and proceeds thereof, for the benefit of Buyer as security for the Deposit Note (the "**Deposit DOT**"). The Deposit DOT will be subordinate to a first deed of trust for the benefit of Virginia Housing (f/k/a Virginia Housing Development Authority) securing a loan to Seller. Within 5 business days after the later of the end of the Study Period (as defined in Section 5(a)) and the date Seller waives its termination right pursuant to Section 5(a), and provided that this Agreement has not been terminated, Buyer will deliver to Seller the sum of \$300,000.00 by wire transfer (the "**Second Deposit**"). The First Deposit and the Second Deposit are collectively referred to as the "**Deposit**" and constitute Buyer's earnest money under this Agreement. Subject to Seller's requirement to repay the Deposit as provided in this Agreement, the Deposit may be used by Seller during the pendency of this Agreement for expenses related to the development of Southwood. Buyer will be entitled to a credit against the Purchase Price for the Deposit at Closing (as defined in Section 11(a)), at which time the Deposit Note will be deemed paid in full and the Deposit Deed of Trust will be released of record. If Closing does not occur, the Deposit, Deposit Note and Deposit DOT will be disposed of as provided in this Agreement. Notwithstanding anything to the contrary provided in this Agreement, the terms of the Deposit Note and Deposit DOT will survive any termination of this Agreement and bind the Seller and the Collateral in accordance with their terms.

(c) **Seller Financing.** Buyer will have the right, upon request to Seller made not less than ninety (90) days before the Closing Date, to borrow from Seller up to \$550,000.00 of the Purchase Price (the "**Seller Financing Amount**") as provided herein. If Buyer requests seller financing, Buyer will deliver to Seller at Closing a promissory note reasonably acceptable to Seller and Buyer containing the terms set forth herein (the "**Seller Financing Note**") and a reasonably acceptable deed of trust securing repayment of the Seller Financing Amount on the terms set forth herein (the "**Seller Financing DOT**"), and the Seller Financing Amount will be credited against the Purchase Price at Closing. The Seller Financing Note will contain the following terms: (i) face amount of the Seller Financing Amount; (ii) interest at the fixed rate of 5% per annum; provided, default interest will be payable at the fixed rate of 9% per annum; (iii) interest payable on the first day of the month following Closing and on the first day of each subsequent month; (iv) principal and accrued interest due and payable in full on December 1, 2023; (v) principal prepayable in full or in part at any time without penalty; and (vi) payment secured by the Seller Financing DOT. The Seller Financing DOT will encumber the Property, will be prepared by Seller in a form reasonably acceptable to Buyer, and will grant to Seller's counsel, as trustee, a second lien and security interest in the land and improvements thereon belonging to Buyer, and all rents and proceeds thereof, for the benefit of Seller as security for the Seller Financing Note. In the event that the maker of the Seller Financing Note is not Piedmont Housing Alliance, Piedmont Housing Alliance will enter into an unconditional guaranty of the Seller Financing Note in a form reasonably acceptable to Seller.

4. **Seller's Initial Deliverables.**

(a) **Property Information.** Within 10 business days after the Effective Date, Seller will deliver to Buyer copies of the documents listed on Schedule 4 (but subject to the limitations on

Schedule 4) attached hereto and incorporated herein by reference (collectively, the "**Property Information**"). Seller will deliver any additional or amended Property Information to Buyer promptly after the same comes into Seller's possession, and in any event not less than 10 days before the Closing Date (as defined in Section 11).

(b) **Association Documents.** Buyer acknowledges receipt from Seller of the following: (i) a proposed declaration of easements, covenants, and restrictions pursuant to Va. Code § 55.1-1800 et seq. for the overall Southwood development ("**Declaration**"); (ii) proposed articles of incorporation and bylaws of a common interest community association to be established pursuant thereto (the "**Association**"); (iii) proposed architectural guidelines of the Association that will apply to the Property; (iv) a detailed proposed annual budget for the Association showing, inter alia, all income from assessments (including assessments against Seller) and other sources of Association funds and all expenses including reserves for capital components and other uses of Association funds (the "**Budget**"); and (v) approval with conditions by the Association's architectural review committee (the "**ARC**") of proposed drawings of the improvements to be constructed by Buyer on the Property. The Declaration will provide for easements both encumbering and for the benefit of the Property for utilities, stormwater and ingress and egress, assign voting rights in the Association to the owner of the Property, exempt the Property from the obligation for assessments so long as no certificate of occupancy has been issued for any dwelling unit on the Property and, from and after the issuance of the first such certificate of occupancy for a dwelling unit, limit the total assessment against the Property to \$120 per dwelling unit per quarter for a period of three (3) years, with increases thereafter not to exceed 2% per year, so long as 100% of the dwelling units on the Property are ADUs. The Declaration (or the Association's bylaws) will create the ARC, which will have reasonable approval rights as to the exterior appearance of the improvements to be constructed on the Property. During the Study Period, Buyer will have the right to review and request reasonable revisions to the Declaration, Budget and the Association's articles of incorporation, bylaws, architectural guidelines, rules and policies (all of the foregoing, collectively, the "**Association Documents**"). Upon Buyer's approval of the Association Documents in accordance with Section 5(a) (as the same may be revised as provided herein), the Association Documents will be binding on the parties and Seller will cause the Declaration to be recorded in the Clerk's Office for the Circuit Court of the County. After Buyer's approval of the Association Documents, Seller will not amend (or consent to the amendment of) the Association Documents in a manner which materially and adversely affects the development of the Intended Use on the Property without in each case obtaining Buyer's prior written consent to the same.

5. **Study Period.**

(a) For the period (the "**Study Period**") beginning on the Effective Date and ending on the earlier of (i) 10 days after the award by Virginia Housing of reservations for 2021 LIHTC allocations (the "**Credit Allocation Date**"), and (ii) August 1, 2021, Buyer may investigate the Property and the Seller, review the Association Documents, prepare the Site Plan (as defined in Section 5(d)), conduct the Studies (as defined in Section 5(c)) and apply for and pursue the approvals listed in Sections 7(a) through 7(d) (collectively, the "**Approvals**"). If Buyer is not satisfied with the condition of the Property or determines for any other reason or for no reason, in Buyer's sole and absolute discretion, not to purchase the Property, then Buyer may terminate this Agreement by so notifying Seller in writing on or before the expiration of the Study Period. If the Study Period expires without Buyer receiving an allocation of 2021 LIHTC for the Property or approving the Association Documents (as the same may be revised as provided in Section 4(b)), or without Seller approving the Site Plan (as the same may be revised as provided in Section 5(d)), then, in any such case, Seller will have 30 days after the expiration of the Study Period to terminate this Agreement by providing written notice of such election to Buyer. In the event that

a party terminates the Agreement in accordance with this section, the Deposit Note will be due and payable in accordance with its terms and the parties will have no further obligations to each other, except those which expressly survive the termination of the Agreement.

(b) Seller grants to Buyer, its employees, agents, contractors, lenders and designees, the right to enter the Property from the Effective Date through Closing or the earlier termination of this Agreement for the purpose of conducting the Studies. Buyer will promptly repair any damage caused to the Property by the Studies and will indemnify and hold Seller harmless against losses, damages and costs arising from the exercise of the foregoing right of entry, except for such losses, damages or costs as arise from the Seller's own negligence, which indemnity will survive the Closing or termination of this Agreement. Buyer will maintain commercial general liability insurance naming Seller as an additional insured with limits of not less than \$1,000,000 per occurrence from the Effective Date through Closing or the earlier termination of this Agreement.

(c) As used in this Agreement, the word "**Studies**" means and includes all inspections, interviews, studies, tests, engineering, research, surveys, tests of the surface and subsurface conditions and other tests, examinations, explorations, inquiries and inspections as Buyer deems appropriate in its sole discretion including boundary surveys, ALTA surveys, topographic surveys, soil borings, soil reports, concept plans, building plans, review of zoning, stormwater analyses and stormwater reports; provided, Buyer will not perform a Phase II or Phase III environmental assessment without Seller's prior written consent.

(d) During the Study Period, Buyer will prepare and deliver to Seller a draft site development plan for the Intended Use that reflects the final number of ADUs included in Buyer's LIHTC application, is consistent with the COD and any drawings approved by the ARC pursuant to Section 4(b), includes utility plans, and includes plans for finished grading and temporary rough grading of the Property substantially in accordance with the plans attached hereto as **Exhibits A-1 and A-2** (collectively, the "**Site Plan**"). Seller will have the right to review and request reasonable revisions to the Site Plan. Upon Seller's approval of the Site Plan (as the same may be revised as provided herein), Buyer will be permitted to submit the same for approval pursuant to Section 7(a). Buyer will not amend or consent to any amendment to the Site Plan that would increase the scope or cost of the Seller's Work (as defined in Section 7(e)) or otherwise adversely affect Seller's development of Southwood, without in each case obtaining Seller's prior written consent to the same.

6. **Title.** Buyer will obtain a commitment ("**Commitment**") for the issuance of an ALTA owner's policy of title insurance in the form adopted 6-17-06 ("**Title Policy**") insuring fee simple title to the Property in Buyer. On or before the date that is 90 days after the Effective Date, Buyer will notify Seller of any matters listed on the Commitment to which Buyer objects ("**Objections**"). Matters listed on the Commitment other than the Objections, the Seller Deliverables listed in Section 11(a) and monetary encumbrances (including deeds of trust, financing statements, liens and judgments but excluding the Deposit DOT), which will be released by Seller without cost to Buyer at or before Closing, are deemed accepted by Buyer and are referred to as "**Permitted Exceptions.**" Within 10 days after Buyer's delivery of notice of any Objections, Seller will notify Buyer of whether Seller agrees to cure any one or more of the Objections ("**Cure Notice**"). Seller's failure to give the Cure Notice will be deemed Seller's election not to cure any of the Objections. If the Cure Notice states that Seller will not so cure any one or more of the Objections (or if Seller is deemed to have elected not to cure), then Buyer will have the right to terminate this Agreement by so notifying Seller not later than 10 days after Seller's delivery (or deemed delivery) of the Cure Notice. In the event Buyer does not terminate this Agreement as provided in the preceding sentence, any Objections which Seller elected (or is deemed to have elected) not to cure will thereafter be Permitted Exceptions. If Seller agrees to cure any Objections, Seller must proceed

to cure the same (whether by payment of money, action by the Seller or otherwise as necessary to cause the same to be deleted from the Commitment) on or before the Closing Date. If Buyer elects to terminate the Agreement pursuant to this Section 6, then this Agreement will terminate, the Deposit Note will be due and payable in accordance with its terms and the parties will have no further obligations to each other under this Agreement except those which expressly survive the termination of the Agreement. Except as expressly provided in Section 4(b) of this Agreement, from and after the Effective Date, Seller will not record or consent to the recording of new or amended instruments which would be binding on the Buyer or the Property after Closing and which are beyond the scope of easement rights granted pursuant to the Declaration (each such document, a "**New Instrument**") without in each case obtaining Buyer's prior written consent to such New Instrument, which will not be unreasonably withheld, conditioned or delayed. In no event will Seller record or consent to the recording of a New Instrument which materially and adversely affects the development of the Intended Use on the Property or encroaches on the proposed building footprints shown on Exhibit A-1. Upon Buyer's delivery of written consent to a New Instrument, such New Instrument will become a Permitted Exception.

7. **Conditions to Closing.** Buyer's obligation to purchase the Property is conditioned on satisfaction of the conditions set forth herein (collectively, the "**Closing Conditions**"), which are for Buyer's sole benefit. Buyer and Seller will diligently pursue satisfaction of the Closing Conditions for which each is responsible. If any Closing Condition has not been satisfied by the time provided herein for satisfaction thereof (each, a "**Condition Deadline**"), then Buyer will elect, at its sole option, (i) to terminate this Agreement, in which event the Deposit Note will be due and payable in accordance with its terms and the parties will have no further obligations to each other except those which expressly survive the termination of the Agreement; or (ii) to waive any unsatisfied Closing Condition and proceed to Closing in accordance with this Agreement; and (iii) as to 7(e) only, to proceed to Closing without waiving Seller's obligation to complete the Seller's Work, in which event the parties will enter into a post-closing agreement prepared by Buyer and reasonably acceptable to Seller that will survive Closing and will either confirm Seller's obligation to complete the outstanding Seller's Work by a date specified by Buyer or provide that Buyer will complete the outstanding Seller's Work and be reimbursed by Seller for the actual cost thereof subject to a cap that is reasonably agreeable to Buyer and Seller and agreed upon prior to Closing (the "**Post-Closing Agreement**"). Buyer will notify Seller no later than 10 days after any Condition Deadline of its election pursuant to the preceding sentence as to the relevant unsatisfied Closing Condition. In the event Buyer does not notify Seller of its election within 10 days after the expiration of a Condition Deadline, Buyer will be deemed to have elected romanette (ii) above for such Closing Condition; provided, as to 7(e) only, Buyer will be deemed to have elected romanette (iii) above.

(a) Buyer will have received final approval by any and all federal, state and local government authorities whose approval is required (collectively, the "**Approving Authorities**"), including the expiration of all appeals periods for such approval and successful resolution of any appeals filed, and on terms and conditions acceptable to Buyer of (i) the Site Plan ("**Plan Approval**"), and (ii) a subdivision plat ("**Plat**") dividing the Property from the Parent Parcels, consistent with the Site Plan and the COD and on terms and conditions acceptable to Buyer ("**Plat Approval**"). Buyer will not be obligated to submit the applications to the Approving Authorities for the Plan Approval and Plat Approval until after the expiration of the Study Period. Upon submission of such applications, Buyer will diligently pursue the Plan Approval and Plat Approval. The Condition Deadline for obtaining Plan Approval is the earlier of 240 days after Buyer's submission of a complete application for the Plan Approval to the Approving Authorities or May 15, 2022. The Condition Deadline for obtaining Plat Approval is the earlier of 240 days after Buyer's submission of a complete application for the Plat Approval to the Approving Authorities or May 15, 2022.

(b) Buyer will have received any required certificates of appropriateness and other approvals by the applicable Approving Authorities of architectural, lighting and landscaping plans for the Intended Use, consistent with the COD, Site Plan and any drawings approved by the ARC pursuant to Section 4(b), and on terms and conditions acceptable to Buyer (the "**Design Approval**"). If Design Approval is required, Buyer will submit applications therefor to the applicable Approving Authorities at such times as may be required to avoid delaying the Plan Approval, and will thereafter diligently pursue the Design Approval. The Condition Deadline for obtaining any Design Approval is the earlier of 240 days after Buyer's submission of a complete application for such Design Approval to the Approving Authorities or May 15, 2022.

(c) Buyer will have acquired such private interests in land (including temporary and permanent easements, fee conveyances and licenses for purposes including grading, drainage, parking and access) as Buyer deems necessary to develop, construct and operate the Intended Use in accordance with the COD and Site Plan, all on terms and conditions acceptable to Buyer (collectively, the "**Private Rights**"). If Private Rights are required, Buyer will promptly contact the owners of lands on which the Private Rights are required and will thereafter diligently pursue the Private Rights. The Condition Deadline for acquiring any Private Rights is May 15, 2022. Prior to the expiration of the Study Period, Buyer will provide Seller with a written list of all Private Rights that are required by Buyer and thereafter the Private Rights will be limited to the specific items identified in writing to Seller.

(d) Buyer will have received approval by the applicable Approving Authorities of all land disturbance permits, building permits and other permits needed to commence construction of the Intended Use consistent with the Site Plan (the "**Permit Approvals**"). Buyer will not be obligated to submit applications to the Approving Authorities for the Permit Approvals until after receipt of the last of the Plan Approval and Design Approval, and will thereafter diligently pursue the Permit Approvals. The Condition Deadline for obtaining any Permit Approval is the earlier of 90 days after Buyer's submission of a complete application for such Permit Approval to the Approving Authorities or May 15, 2022.

(e) Seller will have completed the following work ("**Seller's Work**") on the Property: (i) clearing and rough grading the Property to within +/- 6 inches of the elevations shown on the temporary rough grading plan included in the approved Site Plan; (ii) stabilizing all soils on the Property as required by the Approving Authorities in accordance with the temporary rough grading plan included in the approved Site Plan; (iii) constructing and installing any off-site utility infrastructure necessary to support the Permitted Use, including stormwater management facilities, in accordance with the Site Plan, all of which will be designed with sufficient capacity to serve the Intended Use (including the final number of ADUs included in Buyer's LIHTC application) and will be installed within dedicated public rights-of-way or private utility easements for the benefit of the Property; (iv) without limiting the foregoing, installing all utility lines and pipes serving the Intended Use (including water lines, stormwater, sanitary sewer lines, electric power, telephone and Internet) extending from existing utility facilities to stubs located on the Property within 5' of the boundary of the Property in locations shown on the Site Plan or approved by Buyer, all of which will be designed with sufficient capacity to serve the Intended Use and will be installed within dedicated public rights-of-way or private utility easements for the benefit of the Property; and (v) constructing and base paving the public road(s) extending from the Property's entrance(s) to one or more dedicated and accepted public streets, in accordance with the Site Plan, including any turn lanes, parking lanes, bike lanes, sidewalks, paths, signage, curb cuts, curbing, inlets, ditches, culverts, stone and base asphalt. It is expressly agreed that (y) Buyer will be responsible for constructing any retaining walls that Buyer determines are necessary or desirable for the development of the Property for the Intended Use; and, (z) Seller will have no responsibility with respect to the suitability of the soil for construction and/or the presence of rock on the Property.

The Condition Deadline for completion of the Seller's Work is May 15, 2022.

(f) Seller will have obtained a written determination binding on the County and the Authority (the "**Performance Agreement Determination**") confirming that (i) the ADUs "qualify as affordable housing for a minimum of 30 years" under Section 5(C)(2) of the Performance Agreement (as defined in Section 8) notwithstanding that the ADUs may be released from the rent restriction described in Recital 4 hereof in the event of foreclosure or sale pursuant to a "Qualified Contract," as such term is defined in Section 42(h)(6)(F) of the Code; and (ii) construction of the ADUs in a manner that qualifies for the LIHTC will satisfy the requirements of Sections 5(F) through 5(I) of the Performance Agreement, as applicable. The Condition Deadline for obtaining the Performance Agreement Determination is the end of the Study Period.

8. **Post-Closing Obligations.**

(a) Seller and Buyer agree that the provisions of this Section 8 will take effect at Closing and survive the Closing and delivery of the Deed. In the event that Closing does not occur, then this section will terminate and neither party will have any obligation to the other under this section. Seller has disclosed to Buyer that Habitat is a party to an unrecorded agreement with the County and the Economic Development Authority of Albemarle County, Virginia (the "**Authority**"), dated July 1, 2019, as amended by an Addendum dated August 19, 2019 (collectively, the "**Performance Agreement**"). Sections 4(E)(1)(b) and 4(E)(2)(a) of the Performance Agreement require Habitat to return certain funds to the Authority if certain affordable dwellings are not constructed within Southwood and occupied by specified dates. The parties intend that the ADUs will satisfy the construction and occupancy requirements of Sections 4(E)(1)(b) and 4(E)(2)(a) of the Performance Agreement. Accordingly, Buyer agrees to commence construction of the Intended Use within six (6) months after Closing and to procure a certificate of occupancy for at least 80 ADUs within thirty (30) months after construction is commenced (each of the foregoing, a "**Performance Deadline**"). In the event Buyer fails to meet a Performance Deadline, Seller, as its sole remedy therefor, will elect one of the following by so notifying Buyer within 60 days after Seller has knowledge of Buyer's failure to meet such Performance Deadline:

(i) **Repurchase Right.** If Seller elects this remedy, then Seller will re-purchase the Property for the amount of the Purchase Price plus the out of pocket cost of materials and labor incurred by Buyer to date of constructing any vertical improvements on the Property; provided, Seller will not exercise this right so long as there is an outstanding LIHTC award for the Property. Within 60 days after the later of (i) Seller's election to re-purchase the Property and (ii) the date that Buyer provides reasonable documentation of its out of pocket cost of materials and labor incurred by Buyer in constructing any vertical improvements on the Property, Buyer will convey title to the Property to Seller in the condition that title was in when it was conveyed to Buyer by Seller. Upon Buyer's re-conveyance of the Property to Seller, the parties' obligations under this Agreement will terminate and the parties will have no further obligations to each other except as expressly provided herein. Seller's failure to elect the remedy specified in this Section 8(a)(i) will be conclusively deemed Seller's election of the remedy specified in Section 8(a)(ii).

(ii) **Payment of Penalty.** If Seller elects (or is deemed to elect) this remedy, then Buyer will retain ownership of the Property and pay to the Authority or County (as applicable) any funds Habitat becomes obligated to return pursuant to Section 4(E)(1)(b) or Section 4(E)(2)(a) of the Performance Agreement as the result of Buyer's failure to meet any of the Performance Deadlines (the "**Buyer Obligation**"). Buyer will pay the Buyer Obligation to the Authority or County (as applicable) at the time provided in Section 4(E)(4) of the Performance Agreement, but in no event earlier than 30 days after Habitat's delivery to Buyer of written demand therefor from

the County or Authority (as applicable). In the event Habitat pays any portion of the Buyer Obligation to the Authority or County, Buyer will reimburse Habitat for the amount paid to the Authority or County within thirty (30) days after Habitat provides written notice to Buyer. In no event will Buyer's liability under this Section 8(a)(ii) exceed \$300,000.00. Upon payment of the Buyer Obligation, the parties' obligations under this Agreement will terminate and the parties will have no further obligations to each other except as expressly provided herein.

(b) Section 8(a) sets forth Seller's sole remedy for Buyer's failure to meet the Performance Deadlines, and is in lieu of any and all other rights or remedies of Seller under this Agreement or otherwise available at law or in equity, for Buyer's failure to meet the Performance Deadlines. Habitat and Seller will retain all rights to receive payments made by the County or the Authority under the Performance Agreement, and Habitat and Seller will remain responsible for all obligations under the Performance Agreement (except for payment of the Buyer Obligation pursuant to Section 8(a)(ii)). Seller will indemnify, defend and hold Buyer harmless from and against any and all claims, actions, suits, proceedings and liabilities of any kind asserting an obligation of Buyer under the Performance Agreement (including costs and reasonable attorneys' fees), but excluding liability for payment of the Buyer Obligation pursuant to Section 8(a)(ii). The foregoing indemnity will survive the termination of the parties' obligations under this Agreement and will not be subject to the limitations set forth in Sections 14(d) and 18(d) of this Agreement. Nothing herein will (i) make Buyer a party to the Performance Agreement, (ii) impose on Buyer any obligations arising under the Performance Agreement (except for payment of the Buyer Obligation pursuant to Section 8(a)(ii)), or (iii) entitle Buyer to receive any sums payable to Habitat or Seller under the Performance Agreement. Buyer will not be bound by any amendment to the Performance Agreement that materially and adversely affects Buyer's liability under this Section 8, including any amendment to Sections 4(E)(1)(b), 4(E)(2)(a) and 4(E)(4) of the Performance Agreement.

(c) The provisions of this this Section 8 will survive the Closing and delivery of the Deed and will be binding on the parties and their successors and assigns until the earlier to occur of the issuance of certificates of occupancy for 80 ADUs on the Property, Buyer's re-conveyance of the Property to Seller, Buyer's payment of the Buyer Obligation or the termination of the Performance Agreement (the "**Buyer Obligation Termination**"). If Buyer desires to sell the Property to a new owner prior to the Buyer Obligation Termination, then Buyer will cause such new owner to enter into a written assumption agreement assuming the Buyer Obligation in writing, provided, Buyer will remain liable for payment of the Buyer Obligation pursuant to Section 8(a)(ii).

(d) Buyer agrees to cooperate and make information available to Habitat, at no out of pocket cost or expense to Buyer, to allow Seller and/or Habitat to comply with the reporting requirements under the Performance Agreement, including, without limitation, the reporting requirements contained in Section 5(j).

9. Representations and Warranties of Buyer. Buyer covenants, represents and warrants the following matters to Seller as of the Effective Date and again as of Closing:

(a) Buyer: (i) is neither a party to, nor to its knowledge the subject of, any completed or pending bankruptcy, reorganization, receivership or other insolvency proceeding (any of the foregoing, a "**Bankruptcy Event**"); (ii) is not preparing or intending to be the subject of a Bankruptcy Event; (iii) is not the subject of any judgment unsatisfied of record or docketed in any court; and (iv) is able to pay its debts as they become due;

(b) Buyer has taken all corporate action necessary to approve and effect the transactions described in this Agreement and to authorize execution of this Agreement by the individual who is executing it on Buyer's behalf;

(c) Buyer is a Virginia nonstock corporation in good standing; and

(d) The execution and delivery of this Agreement, consummation of the transactions described herein and fulfillment of the terms hereof will not result in a breach of any terms or provisions of, or constitute a default under, Buyer's organizing documents, any agreement of Buyer or any instrument by which Buyer is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

10. **Representations and Warranties of Seller.** Seller covenants, represents and warrants the following matters to Buyer as of the Effective Date and again as of Closing:

(a) The Property Information has not been altered by Seller, Seller has not knowingly withheld any Property Information, and, to Seller's knowledge, the Property Information does not contain any statements, facts or information that Seller knows to be untrue.

(b) Seller has not entered into any lease or other agreement for the use, occupancy, acquisition or possession of the Property or any portion thereof, which will be binding on the Property after Closing, except such as have been disclosed to Buyer pursuant to Section 4.

(c) Seller knows of no pending claim, suit or proceeding against or affecting Seller which would impair Seller's ability to perform under this Agreement.

(d) Seller knows of no pending claim, suit or proceeding against or affecting the Property.

(e) Except as disclosed in the Property Information, Seller knows of no condemnation or eminent domain proceeding against the Property.

(f) Except as disclosed in the Property Information, to Seller's knowledge, (i) the Property has not been used as a fill or borrow area, (ii) no construction debris, tanks, petroleum, hazardous materials or toxic chemicals (as defined in 42 U.S.C. § 1251 et seq., 42 U.S.C. § 9601 et seq., 42 U.S.C. § 6901, 33 U.S.C. § 1317(1), 15 U.S.C. § 2606(f) or 49 U.S.C. § 1801 et seq., or regulations adopted pursuant thereto, or any similar provision of any applicable state, federal or local law) are or were stored or used on, under or near the Property, and (iii) Seller has received no notice from any government or private agency with regard to the foregoing.

(g) Seller: (i) is neither a party to, nor to its knowledge the subject of, any Bankruptcy Event; (ii) is not preparing or intending to be the subject of a Bankruptcy Event; (iii) is not the subject of any judgment unsatisfied of record or docketed in any court; and (iv) is able to pay its debts as they become due.

(h) The Property is not subject to any tax levy, creditor's suit, insolvency or bankruptcy proceeding.

(i) Seller has taken all corporate action necessary to approve and effect the transactions described in this Agreement and to authorize execution of this Agreement by the individual who is executing it on Seller's behalf.

(j) Seller is a duly formed and existing Virginia limited liability company.

(k) The execution and delivery of this Agreement, consummation of the transactions described herein and fulfillment of the terms hereof will not result in a breach of any terms or provisions of, or constitute a default under, Seller's organizing documents, the Performance Agreement, any agreement of Seller or any instrument by which Seller is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

11. **Closing; Deliverables.** Settlement on the purchase and sale of the Property ("**Closing**") will take place at the office of a settlement agent approved by the parties (the "**Settlement Agent**")

on a date (the “**Closing Date**”) selected by Buyer and acceptable to Seller, but in no event later than 30 days after satisfaction or waiver of all Closing Conditions. Possession of the Property will be delivered to Buyer at Closing.

(a) At Closing, Seller will deliver to Settlement Agent the following, all of which will be in form and substance satisfactory to Buyer and Buyer’s counsel (collectively, the “**Seller Deliverables**”):

(i) A general warranty deed (“**Deed**”), duly executed and acknowledged by Seller and in proper form for recording, conveying marketable fee simple title to the Property to Buyer by reference to the Plat and in a condition that will permit Buyer to obtain at Closing the Title Policy at standard rates without indemnity, and without exception other than the Permitted Exceptions, the Declaration, any documents entered into by Buyer at Closing, and the lien of real property taxes that are not yet due and payable;

(ii) Affidavits as to mechanics’ and materialmen’s liens, duly executed and acknowledged by Seller and any other person who performed work on the Property during the 123 days prior to Closing, and such other affidavits, certificates and other documents as Buyer’s title insurance company may require in order to issue the Title Policy and to insure any gap between the date and time of the Commitment and the date and time of recording the Deed;

(iii) To the extent not previously provided, any and all funds, affidavits, instruments, information and other things necessary to cure the Objections that Seller is obligated to cure pursuant to Section 6;

(iv) A certificate executed by Seller as to income tax status and matters related to Section 1445 of the Code and the regulations promulgated thereunder, or other satisfactory evidence that Seller has complied with Section 1445 of the Code;

(v) Copies of IRS Form 1099S and Virginia Form R-5 or R-5E, as appropriate, as to the reporting of certain real estate transactions, which will be responsibility of the Settlement Agent to file with the appropriate taxing authorities;

(vi) A closing statement (“**Closing Statement**”) prepared by the Settlement Agent accurately reflecting the transaction between Seller and Buyer (including the Purchase Price, Deposit, proration of real estate taxes, stormwater fees and assessments (if any), payoffs of any monetary obligations to be satisfied out of closing funds, the Settlement Agent’s fee and such other matters as the parties agree on), duly executed by Seller;

(vii) Seller’s fully-executed counterpart of the Post-Closing Agreement, if applicable; and

(viii) Such other instruments and documents as may be reasonably required to effectuate this Agreement and the transactions contemplated hereby or as may be reasonably requested by Settlement Agent, Buyer, Buyer’s title insurer or VHDA in connection with the Closing.

(b) At Closing, Buyer will deliver to the Settlement Agent the following, all of which will be in form and substance satisfactory to Seller and Seller’s counsel (collectively, the “**Buyer Deliverables**”):

(i) The Purchase Price, adjusted as shown on the Closing Statement, payable to the Settlement Agent by wire transfer pursuant to wiring instructions provided by Seller;

(ii) The Deposit Note, marked “Paid in full”;

(iii) A certificate of satisfaction releasing the Deposit DOT, duly executed and acknowledged by Buyer (the “**Deposit DOT Release**”);

- (iv) Buyer's duly executed counterpart of the Closing Statement;
- (v) Buyer's fully-executed counterpart of the Post-Closing Agreement, if applicable;
- (vi) If Buyer has requested seller financing in accordance with Section 3(c), the Seller Financing Note, duly executed by Buyer;
- (vii) If Buyer has requested seller financing in accordance with Section 3(c), the Seller Financing DOT, duly executed and acknowledged by Buyer; and
- (viii) Such other instruments and documents as may be reasonably required to effectuate this Agreement and the transactions contemplated hereby or as may be reasonably requested by Seller in connection with Closing.

12. **Expenses.** Each party will pay all its own costs in connection with this Agreement and the transactions contemplated hereby, including its own accounting, legal and appraisal fees and all costs stated herein to be borne by such party. Buyer will pay the grantee's tax and clerk's fees for recording the Deed and Seller Financing DOT, the cost of preparing the Buyer Deliverables, the premium and other fees for issuance of the Title Policy and Commitment, the cost of the Studies and Approvals and half of any settlement fee charged by the Settlement Agent. Buyer will contribute to the Association's reserve account at Closing an amount equal to \$300 per dwelling unit proposed for the Property as reflected on the Site Plan approved by the Applicable Authorities. Seller will pay the grantor's tax on the Deed, all taxes and fees associated with recording the Plat, Deposit DOT and the Deposit DOT Release, the cost of preparing the Deed, Declaration and the Seller's other deliverables, the costs to pay off and release any monetary encumbrances to be satisfied out of Seller's closing proceeds and the costs of resolving any Objections Seller agrees to cure as provided herein and half of any settlement fee charged by the Settlement Agent. Seller will timely pay all real estate taxes, stormwater fees, assessments and the like that are or become due and payable prior to Closing.

13. **Risk of Loss.** Risk of loss of the Property remains with Seller until Closing. If the Property is materially damaged or taken by the power of eminent domain or threat thereof prior to Closing, Seller will promptly notify Buyer of the same. Buyer will have the right thereafter, in its sole discretion, either (a) to terminate this Agreement by written notice to Seller prior to Closing, in which event the Deposit will be released to Buyer and the parties will have no further obligations to each other under this Agreement except those which expressly survive the termination of the Agreement, or (b) to proceed to Closing without any adjustment in the Purchase Price, in which event Seller will assign to Buyer at Closing any and all insurance proceeds, if any, and/or condemnation award payable as a result of such damage or taking.

14. **Defaults; Enforcement.**

(a) **Remedies for Seller's Default.** If Seller fails to convey the Property on the Closing Date or becomes subject to a Bankruptcy Event, or if Seller otherwise breaches this Agreement in any material respect and fails to correct such failure or breach within 10 days after Buyer has notified Seller in writing thereof, then Seller will be in default. Buyer will have the following rights and remedies: (i) the right to require specific performance by Seller of each and every term of this Agreement; (ii) the right to terminate this Agreement (in which event the Deposit Note will be due and payable in accordance with its terms); and (iii) and the right to recover the out of pocket costs paid by Buyer to third parties for the Studies and Approvals from Seller in an amount not to exceed \$100,000; provided, the remedy in (iii) will not be available in the event Buyer successfully pursues specific performance. Any sums due from Seller pursuant to this section will be due on demand, and will bear interest at the rate specified in Section 6(d) of the Deposit Note from the date of demand until paid in full. Nothing in this Section 14(a), and no exercise by Buyer of any rights or

remedies hereunder, will limit Buyer's remedies for Seller's breach of the Deposit Note, Deposit DOT, Post-Closing Agreement or any obligation under this Agreement that expressly survives Closing or termination of this Agreement.

(b) **Remedies for Buyer's Default.** If Buyer fails to deliver the Purchase Price on the Closing Date or becomes subject to a Bankruptcy Event, or if Buyer otherwise breaches this Agreement in any material respect and fails to correct such failure or breach within 10 days after Seller has notified Buyer thereof, then Buyer will be in default. Seller's sole remedy for Buyer's default will be to terminate this Agreement and receive \$50,000 of the Deposit as liquidated damages for a default that occurs prior to the commencement of Seller's Work or \$250,000 of the Deposit as liquidated damages for a default that occurs after commencement of Seller's Work, for any and all harm to Seller arising from Buyer's default, in which event the Deposit Note will be deemed curtailed by the amount of the Deposit retained hereunder by Seller, and the balance thereof, if any, will be due and payable in accordance with the terms of the Deposit Note, and the parties will thereafter have no further obligations to each other, except those which expressly survive the termination of the Agreement. Seller's actual damages in the event of Buyer's breach are uncertain and difficult to determine and the amount specified herein is a fair approximation of the actual damages that Seller would suffer and is not a penalty. Nothing in this Section 14(b) will limit Seller's remedies for Buyer's breach of the Seller Financing Note, Seller Financing DOT, Post-Closing Agreement or any obligation under this Agreement that expressly survives Closing or termination of this Agreement.

(c) **WAIVERS.** EACH OF THE PARTIES WAIVES ANY RIGHT TO REQUEST OR RECEIVE INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS REFERENCED HEREIN. EACH OF THE PARTIES WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS REFERENCED HEREIN. THE FOREGOING WAIVERS ARE MADE BY THE PARTIES WILLINGLY, KNOWINGLY AND VOLUNTARILY AFTER THE OPPORTUNITY TO CONSULT WITH COUNSEL.

(d) **POST CLOSING ACTIONS.** Buyer agrees that Seller will have no post-closing liability to Buyer for any breach of Seller's covenants, representations or warranties, or Seller's other obligations hereunder, or under any other agreement, document, certificate or instrument delivered by Seller to Buyer pursuant to this Agreement, or under any law applicable to the Property or this transaction unless a written claim in respect thereof (a "**Claim**") is made that collectively totals more than \$25,000.00. As to any Claim, Buyer must notify Seller of the existence of the Claim in question, which notification ("Claim Notice") will contain a reasonable description of the nature of the Claim or the facts, circumstances, conditions or events then known to Buyer which give rise to the claim in question. Any Claim for which a Claim Notice is not delivered by Buyer to Seller on or prior to the date that is eighteen (18) months after Closing will be deemed to have been forever waived by Buyer and rendered null and void and of no further force or effect. Further, Buyer agrees that any recovery against Seller for any Claim shall be limited to Buyer's actual damages not in excess of five percent (5%) of the Purchase Price in the aggregate, and that in no event shall Buyer be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages. Notwithstanding anything contained in this Section 14(d) to the contrary, Seller and Buyer agree that Seller's liabilities for the obligations of Seller pursuant to the Post-Closing Agreement (if applicable), Section 8(b), the Deposit Note and the Deposit DOT are not subject to the requirements and limitations contained in this Section 14(d).

(e) **AS-IS.** Except for Seller's Work and as otherwise expressly provided herein, the Property is expressly purchased and sold "AS IS," "WHERE IS," and "WITH ALL FAULTS." The

Purchase Price and the terms and conditions set forth herein are the result of arm's-length bargaining between entities familiar with transactions of this kind, and said price, terms and conditions reflect the fact that Buyer shall not have the benefit of, and is not relying upon, any information provided by Seller or statements, representations or warranties, express or implied, made by or enforceable directly against Seller, including, without limitation, any relating to the value of the Property, the physical or environmental condition of the Property, any state, federal, county or local law, ordinance, order or permit; or the suitability, compliance or lack of compliance of the Property with any regulation, or any other attribute or matter of or relating to the Property (except as expressly provided herein and the warranty of title contained in the Deed). Except for Seller's Work, Buyer agrees that Seller shall not be responsible or liable to Buyer for any defects, errors or omissions, or on account of any conditions affecting the Property except as expressly provided in the Agreement. The provisions of this Section 14(e) shall survive the Closing and delivery of the Deed to Buyer.

15. **Cooperation; Undertakings by Seller and Buyer; Joint Grants.** The parties will cooperate and act reasonably to facilitate the consummation of the transactions referenced in this Agreement. In addition to the obligations required to be performed by the parties at or before Closing, Seller and Buyer each agree to perform such other acts, and to execute, acknowledge and deliver, before, at or after Closing, such other instruments, documents and other materials as the other may reasonably request in order to consummate the transactions referenced in this Agreement and to vest title to the Property in Buyer. Without limiting the foregoing, Seller agrees to execute upon Buyer's request any applications for the Approvals requiring an owner's signature. Wherever this Agreement requires a party's consent or approval, such consent or approval will not be unreasonably withheld, conditioned or delayed, and will be deemed given if the party from whom the consent or approval is required fails to notify the other party of its disapproval or denial within 5 business days after delivery of notice reasonably describing the requested action and including such information as may be necessary to take the requested action. In order to maximize County support for Southwood and avoid competing for County funds, Buyer agrees that it will not request the County or the Authority to provide any funds to be used in relation to the Property or Buyer's Intended Use thereof (a "**Grant Request**") unless Habitat either joins in such Grant Request or consents in writing to such Grant Request after notice thereof, which consent will be granted or withheld in Habitat's reasonable business judgment. It will be reasonable for Habitat to withhold consent to a Grant Request if Habitat intends to request County funds for its work at Southwood during the same County funding cycle, or, if in Habitat's sole determination, funding for the request would jeopardize Habitat's likelihood of being awarded funding for the current or future phases of the Southwood redevelopment. Without limiting the foregoing and without imposing an obligation on Habitat to approve a Grant Request or to seek Buyer approval of an application for funding by Habitat, Habitat and Buyer agree to work in good faith with each other with respect to requests for funding from the County related to Southwood. The parties' obligations hereunder regarding Grant Requests will bind their respective affiliates, successors and assigns, and will survive Closing until Buyer has completed construction of the Intended Use. Termination of this Agreement prior to Closing will terminate the parties' obligations hereunder.

16. **Notices.** All notices, consents, elections, approvals and other communications required or permitted under this Agreement ("**Notices**") must be in writing (whether or not so stated), and will be deemed given if sent by receipted overnight delivery service or by electronic mail, when sent to the respective parties at the below addresses (or at such other address as a party may designate for itself by notice to the other party in accordance with this section):

To Seller:

Southwood Charlottesville, LLC
919 W. Main St.
Charlottesville VA 22903
Attn: Dan Rosensweig
Email: drosensweig@cvillehabitat.org

With a copy to:

Scott Kroner, PLC
418 E. Water St.
Charlottesville VA 22902
Attn: Connor J. Childress
Email: cchildress@scottkroner.com

To Buyer:

Piedmont Housing Alliance
682 Berkmar Cir.
Charlottesville VA 22901
Attn: Sunshine Mathon
Email: smathon@piedmonthousing.org

Piedmont Housing Alliance
682 Berkmar Cir.
Charlottesville VA 22901
Attn: Andrew Miller
Email: amiller@piedmonthousing.org

With a copy to:

Boyd & Sipe PLC
PO Box 237
Charlottesville VA 22902
Attn: Tara R. Boyd, Esq.
Email: tara@boydandsipe.com

Notices may be given by counsel. Rejection or refusal to accept any Notice, or the inability to deliver any Notice due to a change of address of which no notice was given pursuant to this section, will not invalidate any Notice that was otherwise given in accordance with this section

17. **Brokers.** Each party to this Agreement represents and warrants to the other that it did not engage or consult with any real estate broker, finder, consultant or agent in relation to the transactions contemplated in this Agreement. Seller will indemnify, defend and hold Buyer harmless from and against claims for any commissions, fees or any other moneys arising out of this Agreement made by any real estate broker, finder, consultant or agent engaged by Seller. Buyer will indemnify, defend and hold Seller harmless from and against claims for any commissions, fees or any other moneys arising out of this Agreement made by any real estate broker, finder, consultant or agent engaged by Buyer. Nothing in this Agreement will entitle any third party to enforce the terms of this Agreement.

18. **General Terms.**

(a) **Assignment; Successors and Assigns.** Buyer may assign its rights and obligations under this Agreement to one or more entities owned by Buyer or under common ownership or control with Buyer; provided, such assignment will not release Buyer from its obligations under this Agreement. Buyer will notify Seller of any such assignment not less than 5 business days before the Closing Date. Except as expressly provided in this Agreement, neither party will assign its rights or obligations under this Agreement without the other party's prior written consent. This Agreement will be binding on, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and permitted assigns.

(b) **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law rules.

(c) **Headings.** Headings used in this Agreement are solely for convenience of reference and do not constitute a part of this Agreement or bear on its meaning, construction or effect. References to sections are to sections of this Agreement unless expressly stated otherwise.

(d) **Survival.** The representations and warranties contained in this Agreement will not merge with the Deed and will survive Closing for a period of eighteen (18) months after which they will be null and void except for any then pending actions for a breach. After Closing, breach of any obligation that survives Closing will entitle the non-breaching party to all rights and remedies at law or in equity, except as expressly set forth in Section 8 and subject to the limitations set forth in Section 14(d).

(e) **Time.** As used in this Agreement, "business days" means days that are not Saturdays, Sundays or federal bank holidays. In computing any period of time described in this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the designated period will be included, unless it is not a business day, in which event the designated period will run until the end of the next business day. The final day of any such period will be deemed to end at 8 p.m., local time in the County. Time is of the essence with respect to the dates in this Agreement.

(f) **Entire Agreement; Amendments.** This Agreement sets forth the parties' entire agreement with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. Amendments, addenda and other modifications of the terms of this Agreement must be in writing and duly executed by or on behalf of the party or parties against whom enforcement is sought. Habitat need not sign any amendment, addendum or modification that does not change the Deposit, Deposit Note or Deposit DOT.

(g) **Waiver.** No provision of this Agreement will be deemed waived unless such waiver is in writing and signed by the waiving party. The failure of a party to insist on strict performance of any of the terms or conditions of this Agreement, or failure or delay in the exercise of any right provided in this Agreement or by law, will not be deemed a waiver of any such terms, conditions or rights.

(h) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect or for any reason, then such invalidity, illegality or unenforceability will not affect any other provision hereof, which will remain enforceable to the fullest extent permitted by law.

(i) **Relationship of Parties.** Nothing contained herein will be deemed or construed to create any partnership, agency, joint venture, association or relationship whatsoever between Buyer and Seller other than the relationship of seller and buyer.

(j) **Interpretation.** As used in this Agreement, "includes" or "including," when followed by one or more examples or options, means any or all of such examples or options, or other similar options, without limitation. Pronouns of any gender include the masculine, feminine and neuter genders where the context requires. The singular includes the plural, and vice versa, where the context requires. The words "will" and "shall" are used interchangeably to mean "will".

(k) **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, all of which together will constitute one and the same instrument. Any party may execute this Agreement electronically using an electronic signature service. This Agreement may be delivered by facsimile, email or any other form of electronic transmission. Copies of this Agreement will be deemed originals for all purposes.


(l) **Execution by Habitat.** Habitat executes this Agreement solely to acknowledge and confirm its obligations pursuant to the Deposit Note and Deposit DOT.

WITNESS the following duly authorized signatures and seals as of the Effective Date.

[SIGNATURE PAGES FOLLOW.]

[COUNTERPART SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT.]

Seller: Southwood Charlottesville, LLC, a Virginia limited liability company

By:  _____ (SEAL)

Name: Dan Rosensweig

Title: Manager

Date: 3/17/21

Buyer: Piedmont Housing Alliance, a Virginia nonstock corporation

By: _____ (SEAL)

Name: Sunshine Mathon

Title: Executive Director

Date: _____

SEEN AND AGREED:

Greater Charlottesville Habitat for Humanity, Inc., a Virginia nonstock corporation

By:  _____ (SEAL)

Name: Dan Rosensweig

Title: President and CEO

Exhibits:

- Exhibit A-1 Sketch of the Property boundary and finished grading
- Exhibit A-2 Sketch of temporary rough grading
- Exhibit B Deposit Note
- Schedule 4 - Listing of Property Information

[COUNTERPART SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT.]

Seller: **Southwood Charlottesville, LLC**, a Virginia limited liability company


By: _____(SEAL)

Name: Dan Rosensweig

Title: Manager

Date: _____

Buyer: **Piedmont Housing Alliance**, a Virginia nonstock corporation

By:  _____(SEAL)

Name: Sunshine Mathon

Title: Executive Director

Date: March 17, 2021

SEEN AND AGREED:

Greater Charlottesville Habitat for Humanity, Inc., a Virginia nonstock corporation

By: _____(SEAL)

Name: Dan Rosensweig

Title: President and CEO

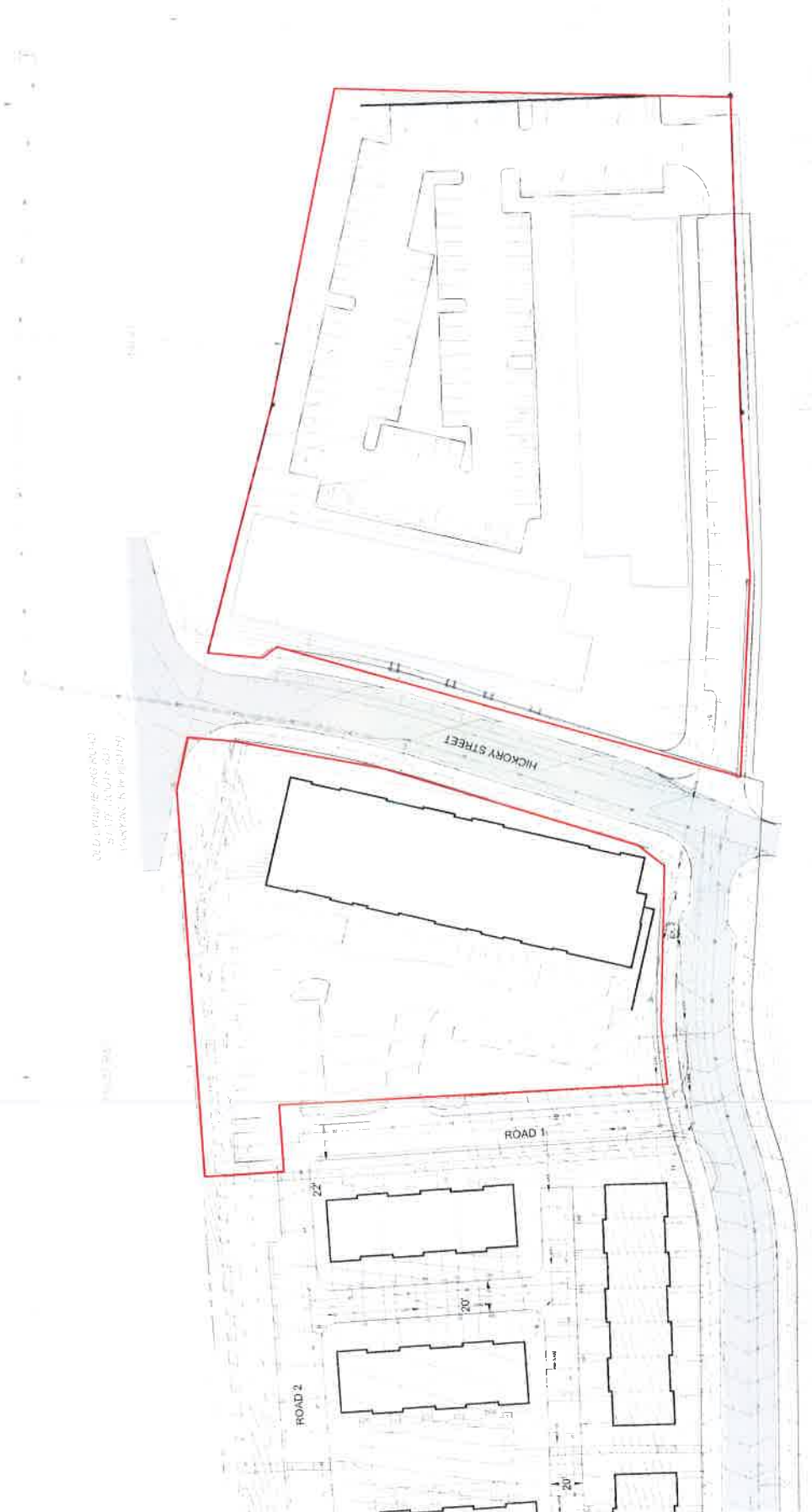
Exhibits:

- Exhibit A-1 Sketch of the Property boundary and finished grading
- Exhibit A-2 Sketch of temporary rough grading
- Exhibit B Deposit Note
- Schedule 4 - Listing of Property Information

EXHIBIT A-1

[Sketch of the Property boundary and finished grading]





PHA BLOCKS 11 & 12 CONCEPTUAL FUTURE GRADES

Southwood Redevelopment - January 5, 2021

EXHIBIT A-2

[Sketch of temporary rough grading]



PHA BLOCKS 11 & 12 TEMPORARY ROUGH GRADES

Southwood Redevelopment - December 17, 2020

EXHIBIT B

[Deposit Note]

Promissory Note

\$500,000.00

Charlottesville, Virginia

_____, 20____

1. **Loan and Payment Obligation.** For value received, Southwood Charlottesville, LLC, a Virginia limited liability company ("**Southwood**") and **Greater Charlottesville Habitat for Humanity, Inc.**, a Virginia nonstock corporation ("**Habitat**") and, together with Southwood, the "**Maker**") jointly and severally promise to pay to the order of **Piedmont Housing Alliance**, a Virginia nonstock corporation, its successors and assigns (collectively, "**Holder**"), without offset or demand, the principal sum of **Five Hundred Thousand and 00/100 Dollars** (\$500,000.00), or so much thereof as may from time to time be owing by Maker to Holder by reason of sums advanced by Holder pursuant to a Purchase and Sale Agreement between Southwood (as seller) and Holder (as buyer) dated as of March, 2021, as the same may be amended (the "**Contract**"), together with interest on such principal sum at the rate set forth in Section 2 and all Default Interest and Costs (as such terms are defined herein), all in lawful money of the United States of America and in accordance with the terms of this Promissory Note ("**Note**"). This Note is the "Deposit Note" referenced in the Contract. Habitat is the parent company of Southwood, and Habitat and Southwood receive value under this Note.
2. **Interest.** So long as no Event of Default (as defined in Section 6(a)) has occurred, no interest will be payable on advances made under this Note. Upon the occurrence of an Event of Default, Default Interest (as defined in Section 6(d)) will be payable as provided in this Note.
3. **Maturity Date.** Unless earlier paid, all principal and all accrued and unpaid interest, Default Interest and Costs (if any), will be due and payable in full on the 5th anniversary of the date of this Note (the "**Maturity Date**").
4. **Payment; Prepayment.** Maker will pay the Note in a single payment of all principal, interest and other sums under this Note on the Maturity Date. Principal may be prepaid in full or in part, at any time or from time to time, without penalty; however, prepaid amounts may not be re-borrowed. All payments will be made to Holder at 682 Berkmar Cir. Charlottesville, VA 22901, or as otherwise directed by Holder.
5. **Deed of Trust.** The indebtedness evidenced by this Note is secured by a Credit Line Deed of Trust of even date herewith that, inter alia, conveys certain real estate in Albemarle County, Virginia (the "**Property**") to _____, Trustees (the "**Deed of Trust**"). This Note is subject to acceleration upon the occurrence of the events specified herein and in the Deed of Trust. The Deed of Trust permits the Holder to foreclose upon and sell the Property in payment of Maker's obligations, among other remedies. This Note, the Contract and the Deed of Trust, together with all other notes, deeds of trust, documents, instruments, financing statements and certificates given in connection therewith and all amendments, supplements, extensions, renewals, addenda and modifications thereto, are collectively referred to as the "**Loan Documents**."
6. **Failure to Pay and Other Defaults.**
 - (a) **Default.** The happening of any of the following events will constitute an event of default ("**Event of Default**") under this Note: (i) the failure of Maker to pay any sum due under this Note within 15 days after it has become due and payable; (ii) the occurrence of any event specified in the Contract that makes the Note immediately due and payable, including any Maker's default under the Contract or Holder's termination of the Contract pursuant to any termination

right provided therein, with Maker failing to pay any sum due within 15 days; (iii) intentionally deleted; (iv) the occurrence of an event of default under any other obligation secured by the Property or any portion thereof; (v) the filing of any petition for relief under the United States Bankruptcy Code or any similar federal or state statute by or against any Maker; (vi) the making of an application for the appointment of a custodian, trustee or receiver for, or of a general assignment for the benefit of creditors by, any Maker; or (vii) the transfer, sale, pledge, assignment, encumbrance, conveyance or other transfer of legal or equitable title in the Property or any part thereof in violation of the Contract, including any conveyance of the Property as security for a loan, but excluding the conveyance of the Property as security for the loan from Virginia Housing to Seller referenced in Section 3(b) of the Contract and conveyances of customary utility easements and public rights-of-way in the ordinary course of development of the Property. This Note is fully recourse to the Maker.

(b) **Remedies.** Upon the occurrence of an Event of Default, Holder may, in Holder's sole discretion and without further notice to Maker: (i) declare the entire outstanding principal amount, together with interest and all other sums under this Note, to be immediately due and payable, and the same will thereupon become immediately due and payable without presentment, demand or notice, all of which are hereby expressly waived; and (ii) exercise any or all rights, powers and remedies provided in the Loan Documents or now or hereafter existing at law, in equity, by statute or otherwise, all of which will be cumulative.

(c) **No Waiver by Holder.** Neither Holder's failure to exercise any right or remedy upon the occurrence of an Event of Default, nor Holder's forbearance from exercising any such right or remedy, will waive any of Holder's rights or remedies, and Holder retains the right to require Maker to pay the principal balance, Default Interest, Costs and all other sums due under this Note and the Deed of Trust, immediately at any time. Holder will have the right to enforce any one or more available remedies in whole or in part, successively or concurrently, without limitation.

(d) **Default Interest.** Upon the occurrence of an Event of Default, interest at the rate of 9% per year or the Highest Lawful Rate, as defined in Section 7, whichever is less ("**Default Interest**") will accrue on the principal balance of this Note from the date of such Event of Default until the date all principal, interest and costs under this Note have been paid in full.

(e) **Costs.** In addition to principal and Default Interest, Maker will pay all of Holder's costs and expenses incurred in exercising any of Holder's remedies under this Note and the Deed of Trust and collecting all sums due thereunder, including reasonable attorneys' fees and costs and expenses of consultants and experts in all tribunals and whether or not a suit is filed (collectively, "**Costs**").

7. **Usury Savings Clause.** Notwithstanding any other provision in this note or in the Loan Documents, the aggregate interest rate charged to Maker, including all sums paid in connection herewith that are deemed to be interest under applicable law, will not exceed the Highest Lawful Rate (as such term is defined below). It is the intention of Holder and Maker to conform strictly to any and all applicable usury laws. Accordingly, if Holder contracts for, charges, or receives any consideration which constitutes interest in excess of the Highest Lawful Rate, then any such excess will be canceled automatically and, if previously paid, will at Holder's option and upon notice to Maker be applied to the outstanding principal balance under the Note or be refunded to Maker. As used in this section, the term "**Highest Lawful Rate**" means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged, or received under any applicable laws presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonusurious

interest rate than applicable laws now allow.

8. **Notices.** Notices under this Note will be in writing and given in the manner provided in Section 16 of the Contract, which is incorporated herein by this reference. Notices sent Southwood will be deemed notice to Maker, without necessity of providing a separate or additional notice to Habitat.

9. **General Terms.**

(a) **Business Purpose.** Maker represents and warrants to Holder that the extension of credit evidenced by this Note is for business or commercial purposes only, and not for residential, personal, family, household or agricultural use.

(b) **Time.** Time is of the essence of each and every obligation of Maker under this Note and the other Loan Documents.

(c) **Successors and Assigns.** References in this Note to any of the parties hereto will be deemed to include the successors and permitted assigns of such party, subject to the provisions hereof. All covenants, agreements, representations and warranties by or on behalf of Maker that are contained or incorporated in this Note or by any Loan Document will inure to the benefit of the successors and assigns of Holder and any holder(s) of the Note.

(d) **Waivers.** To the fullest extent permitted by law, each Maker waives and renounces any and all defenses, offsets and exemptions it may have under or by virtue of the Constitution or laws of the Commonwealth of Virginia or any other state, or the United States of America, as against this debt or any renewal thereof. In addition, each Maker waives the rights of presentment, protest and notice of dishonor. Any and all present and future debts and obligations of a Maker to the other Maker are postponed in favor of, and subordinated to, the full and final payment and performance of Maker's obligations under the Loan Documents. Until Maker's obligations under the Loan Documents have been paid and performed in full, neither Maker will have any claim, right or remedy (whether or not arising in equity, by contract or under applicable law) against the other Maker by reason of payment or other performance hereunder. Without limiting the generality of the foregoing, each Maker subordinates to the full and final payment of the Note any and all legal or equitable rights or claims that such Maker may have against the other Maker for reimbursement, subrogation, indemnity and exoneration, and agrees that until all of Maker's obligations under the Loan Documents have been paid and performed in full, neither Maker will have recourse to any assets or property of the other Maker. Each Maker waives any and all rights and defenses it may have based on the law of suretyship; including any rights under Va. Code §§ 49-25 and 49-26, as amended, and any rights to require Holder to bring any action or give any notice as a condition to exercising Holder's rights under the Loan Documents.

(e) **Applicable Law; Severability.** This Note is to be construed in accordance with the laws of the Commonwealth of Virginia. If any provision of this Note or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Note and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

(f) **Headings.** Section headings are for convenience only and will not be used to construe the terms of this Note. References herein to sections are to sections of this Note unless expressly stated otherwise.

(g) **Interpretation.** Capitalized terms not defined in this Note have the meanings assigned to them in the Contract. As used in this Note, "includes" or "including," when followed by one or more examples or options, means any or all of such examples or options, or other similar options, without limitation. Pronouns of any gender include the masculine, feminine and neuter genders where the context requires. The singular includes the plural, and vice versa, where the context requires. References to sections mean sections of this Note unless expressly stated otherwise.

(h) **Counterparts; Electronic Signature.** This Note may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same Note. To the extent necessary to permit the use of electronic signatures and electronic records for the execution and delivery of this Note and all amendments thereto and documents contemplated thereby, this section will constitute an agreement by the parties to conduct a transaction by electronic means. Copies of this Note will be enforceable as originals.

[SIGNATURE PAGE FOLLOWS.]

[COUNTERPART SIGNATURE PAGE TO PROMISSORY NOTE.]

IN WITNESS WHEREOF, Maker has executed this Note as of the date first written above.

MAKER:

Southwood Charlottesville, LLC, a Virginia limited liability company

By: _____(SEAL)

Name: _____

Title: _____

Greater Charlottesville Habitat for Humanity, Inc., a Virginia nonstock corporation

By: _____(SEAL)

Name: _____

Title: _____

Schedule 4

Property Information

The final versions (except as expressly noted) of the following documents that are in Seller's possession or control and have not previously been delivered to Buyer, together with all amendments, modifications, supplements, restatements, exhibits and schedules thereto; provided, Seller will be under no obligation to create any new documents to deliver to Buyer as part of the Property Information nor to procure any documents which are not already in the possession of Seller:

1. Information regarding the Property:

- a. Seller's title insurance policy with exception documents
- b. Any existing surveys
- c. Site plans and subdivision plats*
- d. Utility plans*
- e. Construction plans, as-built plans and building permits for existing and proposed improvements*
- f. The Performance Agreement and any other performance agreements with the County, including all documents referenced therein (e.g., Housing Mixture Plan, Neighborhood Design Guidelines, Minimum External Standards, Minimum Internal Standards and internal standards established by the United States Department of Housing and Community Development)*
- g. Plans and specifications for any improvements to be constructed on the Property*
- h. Zoning conditions and proffers, including all documents referenced therein (e.g., plans, codes of development, development agreements)*
- i. The COD*
- j. Notices of violation issued by any governmental authority
- k. Geotechnical investigations and reports
- l. Stream and wetlands delineations, jurisdictional determinations and permits
- m. Water quality impact assessments
- n. Stormwater management plans, permits and registration statements
- o. Erosion and sediment control plans and permits
- p. VDOT permits for any ROW adjoining the Property
- q. Traffic studies for any road adjoining the Property
- r. Archeological and cultural resources reports (including any Phase 1 cultural resources survey)
- s. Studies, searches, assessments and reports on threatened and endangered species
- t. Environmental reports (including any phase I or phase II environmental site assessments)

- u. Permits, licenses, certificates and approvals issued by governmental authorities for the common area (including dams, timber, fish, wildlife, mines, minerals, historic resources, environmental conditions), and related plans, maps, inspections, reports, O&M manuals, documents and correspondence

* Approved versions or, if not approved, most recent draft versions.

2. **Information regarding the Association:**

- a. The Association Documents*
- b. Minutes of meetings of the Association's board, committees and members
- c. Current Association disclosure packet*
- d. Common Interest Community ("CIC") Association Registration
- e. Most recent CIC Annual Report
- f. Most recent 5-year reserve study
- g. Current (YTD) and prior year's detailed financial statements (balance sheet, P&L statement and expense statement) and any audits
- h. List of directors, officers and members of the ARC, indicating those appointed by the Seller
- i. Contact information for CIC manager
- j. Any assignment or reservation of common area or designation of limited common area
- k. Any lease, transfer, conveyance, encumbrance, mortgage or dedication of common area
- l. Summary of insurance policies carried by the Association

Second Amendment to Purchase and Sale Agreement

This Second Amendment to Purchase and Sale Agreement ("Second Amendment") is entered into as of August 15, 2022 by and between **Southwood Charlottesville, LLC**, a Virginia limited liability company, ("Seller") and **Piedmont Housing Alliance**, a Virginia nonstock corporation, ("Buyer") and its successors or assigns.

RECITALS

R-1. Seller and Buyer are parties to a Purchase and Sale Agreement dated as of March 17, 2021 (the "Agreement") concerning the purchase and sale of a portion of Seller's land in Albemarle County, Virginia, more particularly described therein.

R-1. Seller and Buyer are parties to an Amendment to Purchase and Sale Agreement dated as of May 11, 2022 (the "First Amendment") amending the Agreement.

R-2. The parties have agreed to further extend certain deadlines under the PSA and First Amendment and desire to memorialize the same as provided in this Second Amendment.

AMENDMENT

Now, therefore, for and in consideration of the mutual covenants and agreements contained herein, Ten Dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. **Recitals, Definitions.** The foregoing recitals are incorporated into this Second Amendment as if set forth in full herein. Capitalized terms not otherwise defined in this Second Amendment have the same meanings assigned to them in the Agreement.

2. **Amendments.**

(a) Intentionally deleted.

(b) The last two sentences of Section 7(a) are deleted and replaced with the following: "The Condition Deadline for obtaining Plan Approval and Plat Approval is October 4, 2022."

(b) The last sentence of Section 7(b) is deleted and replaced with the following: "The Condition Deadline for obtaining any Design Approval is October 4, 2022."

(c) The third sentences of Section 7(c) are deleted and replaced with the following: "The Condition Deadline for acquiring any Private Rights is October 4, 2022."

(d) The last sentence of Section 7(d) is deleted and replaced with the following: "The Condition Deadline for obtaining Permit Approval is October 4, 2022."

(e) The last sentence of Section 7(e) is deleted and replaced with the following: "The Condition Deadline for completion of Seller's Work is October 4, 2022."

(f) The first sentence of Section 11 is deleted and replaced with the following: "Settlement on the purchase and sale of the Property ("**Closing**") will take place at the office of a settlement agent approved by the parties (the "**Settlement Agent**") on or about November 2, 2022 (the "**Closing Date**"), but in no event later than 30 days after satisfaction or waiver of all Closing Conditions."

3. **Rough Grading Plan.** In accordance with Section 5(d) of the Agreement, Seller has approved Buyer's proposed rough grading plan (and related elevations) as shown on Exhibit A attached hereto. In the event of a conflict between the attached Exhibit A and Exhibit A-2 attached to the Agreement, Exhibit A will control.

4. **Counterparts; Electronic Signatures.** This Second Amendment may be executed in counterparts, which together will constitute one and same instrument. Any party may execute this Second Amendment electronically using an electronic signature service. This Second Amendment may be delivered by facsimile, email or any other form of electronic transmission. Copies of this Second Amendment will be deemed originals for all purposes.

5. **Ratification; Conflicts.** Seller and Buyer each ratify, confirm and adopt the Agreement, which remains in full force and effect as herein amended. Where this Second Amendment conflicts with the terms of the Agreement or the First Amendment, this Second Amendment controls.

[SIGNATURE PAGE FOLLOWS]

Witness the following duly authorized signatures and seals:

Seller: Southwood Charlottesville, LLC, a Virginia limited liability company

By:  (SEAL)

Name: Dan Rosensweig

Title: Manager

Date: Aug 15th, 2022

Buyer: Piedmont Housing Alliance, a Virginia nonstock corporation

By:  (SEAL)

Name: Sunshine Mathon

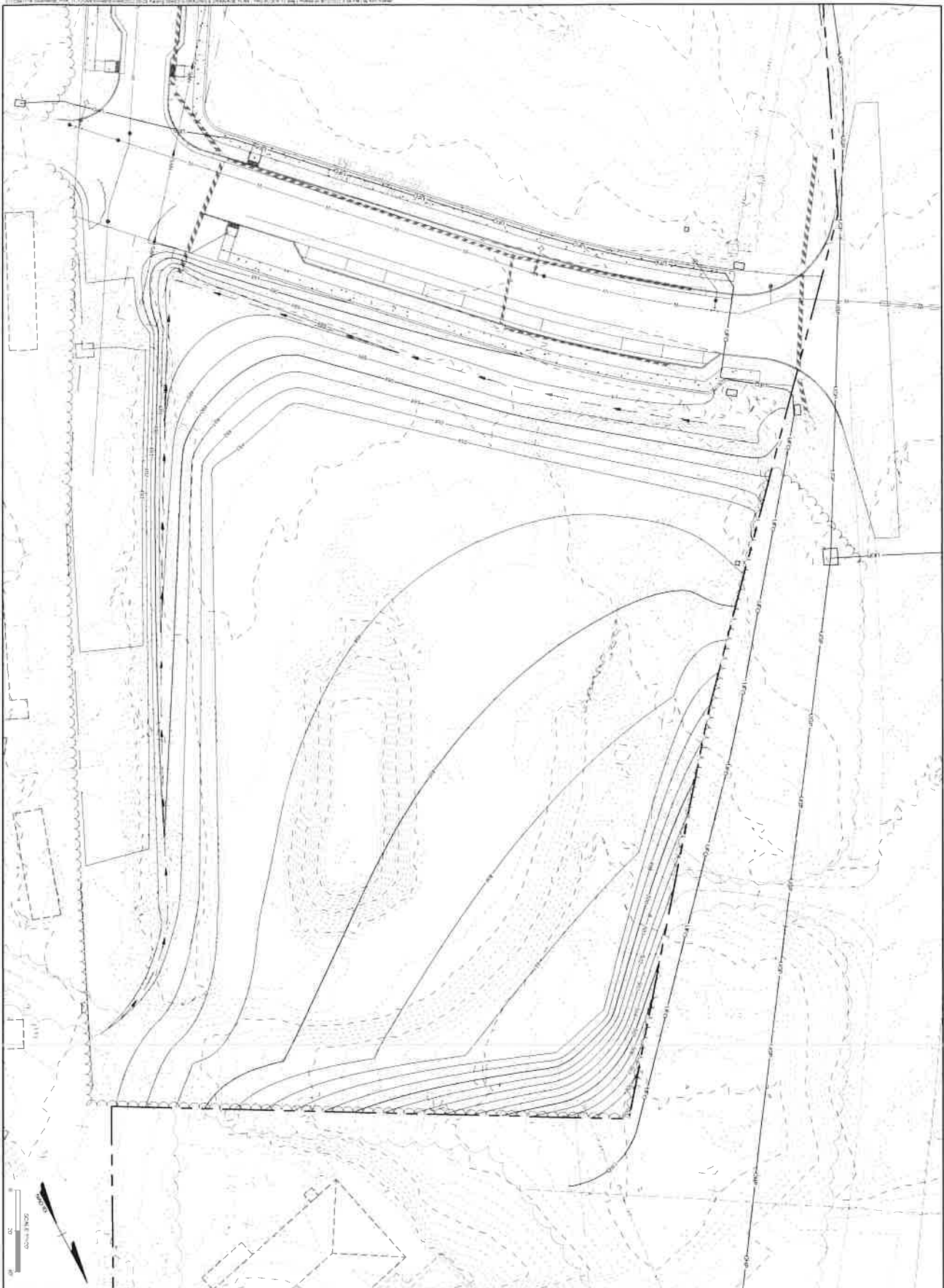
Title: Executive Director

Date: August 15, 2022

EXHIBIT A

[Rough Grading Plan]

[Attached]



TIMMONS GROUP

SOUTHWOOD PHA - BLOCKS 11 & 12
 COUNTY OF ALSEBAMLE, VA
BLOCK 12 - PAD GRADING

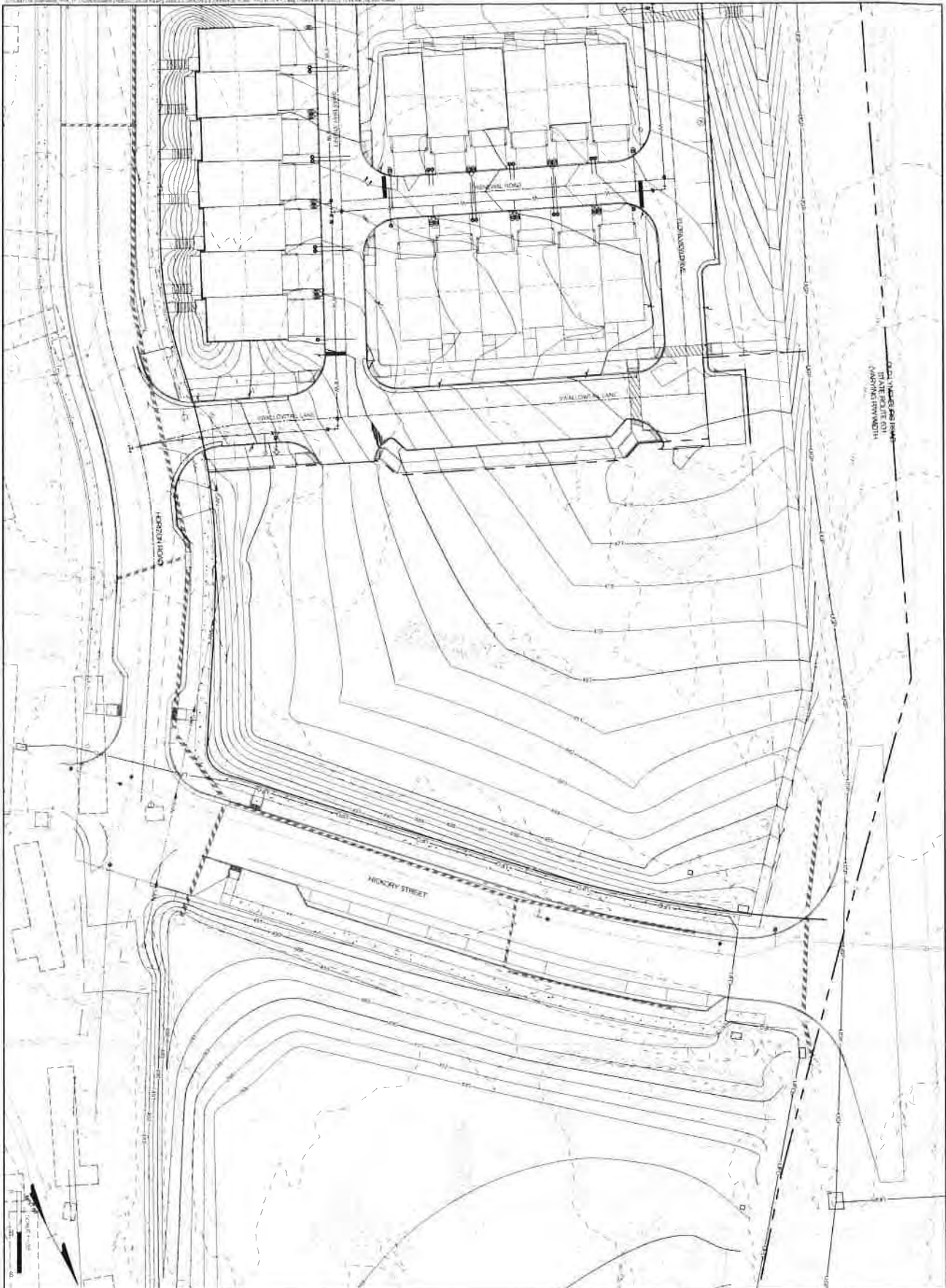
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 Tel: 704.252.0224 | Fax: 704.252.0225 | www.timmons.com

47118
 5/23

DATE	05/22/2020
BY	JM/AM/MT
CHECKED BY	JM/AM/MT
APPROVED BY	JM/AM/MT
DATE	05/22/2020
BY	JM/AM/MT
CHECKED BY	JM/AM/MT
APPROVED BY	JM/AM/MT

NO.	DATE	REVISION DESCRIPTION

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TIMMONS GROUP

1000 WOODS AVENUE, SUITE 200, CHARLOTTE, NC 28202

THE GRADING DEPARTMENT
 CHARLOTTEVILLE OFFICE
 210 PACIFIC AVENUE, SUITE 201 | CHARLOTTE, VA 22913
 TEL: 434-225-0324 FAX: 434-225-8351 www.tgva.com

4/1/18
 EX-1

SOUTHWOOD PHA - BLOCKS 11 & 12
 COUNTY OF ALBEMARLE, VA
BLOCK 11 - PAD GRADING

DATE	DESCRIPTION
04/11/18	REVISED PER COMMENTS

NO.	DATE	DESCRIPTION
1	04/11/18	ISSUED FOR PERMITS

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Third Amendment to Purchase and Sale Agreement

This Third Amendment to Purchase and Sale Agreement ("Third Amendment") is entered into as of October 13, 2022, by and between **Southwood Charlottesville, LLC**, a Virginia limited liability company, ("Seller") and **Piedmont Housing Alliance**, a Virginia nonstock corporation, ("Buyer") and its successors or assigns.

RECITALS

R-1. Seller and Buyer are parties to a Purchase and Sale Agreement dated as of March 17, 2021, as amended by Amendment to Purchase and Sale Agreement dated as of May 11, 2022, as further amended by Second Amendment to Purchase and Sale Agreement dated as of August 15, 2022, (collectively, the "**Agreement**") concerning the purchase and sale of a portion of Seller's land in Albemarle County, Virginia, more particularly described therein.

R-2. The parties have agreed to certain amendments to the Agreement and desire to memorialize the same as provided in this Third Amendment.

AMENDMENT

Now, therefore, for and in consideration of the mutual covenants and agreements contained herein, Ten Dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. **Recitals, Definitions.** The foregoing recitals are incorporated into this Third Amendment as if set forth in full herein. Capitalized terms not otherwise defined in this Third Amendment have the same meanings assigned to them in the Agreement.

2. **Amendments.**

(a) The last sentence of Section 7(a) is deleted and replaced with the following: "The Condition Deadline for obtaining Plan Approval and Plat Approval is October 31, 2022."

(b) The last sentence of Section 7(b) is deleted and replaced with the following: "The Condition Deadline for obtaining any Design Approval is October 31, 2022."

(c) The third sentence of Section 7(c) is deleted and replaced with the following: "The Condition Deadline for acquiring any Private Rights is October 31, 2022."

(d) The last sentence of Section 7(d) is deleted and replaced with the following: "The Condition Deadline for obtaining Permit Approval is October 31, 2022."

(e) The last sentence of Section 7(e) is deleted and replaced with the following: "The Condition Deadline for completion of Seller's Work is October 31, 2022."

(f) The first sentence of Section 11 is deleted and replaced with the following: "Settlement on the purchase and sale of the Property ("**Closing**") will take place at the office of a settlement agent approved by the parties (the "**Settlement Agent**") on or about November 18,

2022 (the "**Closing Date**"), but in no event later than 30 days after satisfaction or waiver of all Closing Conditions."

3. **Intentionally Deleted.**

4. **Coming Soon Signs.** Buyer, at Buyer's sole cost and expense, will install "Coming Soon" signs on both sides of Hickory Street. The signs will have a panel which is approximately 4' wide x 5' high. The design of the signs will be subject to the prior approval of the ARC and Seller. Buyer will submit the proposed design to the ARC no later than November 2, 2022, and will thereafter diligently and continuously pursue the approval of the signs. Buyer will install the signs within thirty (30) days after receipt of ARC approval.

5. **Counterparts; Electronic Signatures.** This Third Amendment may be executed in counterparts, which together will constitute one and same instrument. Any party may execute this Third Amendment electronically using an electronic signature service. This Third Amendment may be delivered by facsimile, email or any other form of electronic transmission. Copies of this Second Amendment will be deemed originals for all purposes.

6. **Ratification; Conflicts.** Seller and Buyer each ratify, confirm and adopt the Agreement, which remains in full force and effect as herein amended. Where this Third Amendment conflicts with the terms of the Agreement, this Third Amendment controls.

[SIGNATURE PAGE FOLLOWS]

Witness the following duly authorized signatures and seals:

Seller: Southwood Charlottesville, LLC, a Virginia limited liability company

By:  _____ (SEAL)

Name: Dan Rosensweig

Title: Manager

Date: 10/14/22

Buyer: Piedmont Housing Alliance, a Virginia nonstock corporation

By:  _____ (SEAL)

Name: Sunshine Mathon

Title: Executive Director

Date: Oct. 13, 2022

Fourth Amendment to Purchase and Sale Agreement

This Fourth Amendment to Purchase and Sale Agreement ("**Amendment**") is entered into as of November 10, 2022, by and between **Southwood Charlottesville, LLC**, a Virginia limited liability company ("**Seller**") and **Piedmont Housing Alliance**, a Virginia nonstock corporation ("**Buyer**"), its successors or assigns.

RECITALS

R-1. Seller and Buyer are parties to a Purchase and Sale Agreement dated as of March 17, 2021, as amended by Amendment to Purchase and Sale Agreement dated as of May 11, 2022, as further amended by Second Amendment to Purchase and Sale Agreement dated as of August 15, 2022, and as further amended by Third Amendment to Purchase and Sale Agreement dated as of October 13, 2022 (collectively, the "**Agreement**") concerning the purchase and sale of a portion of Seller's land in Albemarle County, Virginia, more particularly described therein.

R-2. The parties have agreed to modify the Agreement and desire to memorialize the same as provided in this Amendment.

AMENDMENT

Now, therefore, for and in consideration of the mutual covenants and agreements contained herein, ten dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. **Recitals; Definitions.** The foregoing recitals are incorporated into this Amendment as if set forth in full herein. Capitalized terms not otherwise defined in this Amendment have the meanings assigned to them in the Agreement.

2. **Amendments.**

(a) The last sentence of Section 7(a) is deleted and replaced with the following: "The Condition Deadline for obtaining Plan Approval and Plat Approval is November 17, 2022."

(b) The last sentence of Section 7(b) is deleted and replaced with the following: "The Condition Deadline for obtaining any Design Approval is November 17, 2022."

(c) The last sentence of Section 7(d) is deleted and replaced with the following: "The Condition Deadline for obtaining Permit Approvals is November 17, 2022."

(d) The last sentence of Section 7(e) is deleted and replaced with the following: "The Condition Deadline for completion of Seller's Work is November 17, 2022."

(e) The first sentence of Section 11 is deleted and replaced with the following: "Settlement on the purchase and sale of the Property ("**Closing**") will take place at the office of a settlement agent approved by the parties (the "**Settlement Agent**") on or about December 1, 2022 (the "**Closing Date**"), but in no event later than 30 days after satisfaction or waiver of all Closing Conditions.

3. **Counterparts; Electronic Signatures.** This Amendment may be executed in counterparts, which together will constitute one and the same instrument. Any party may execute this Amendment electronically using an electronic signature service. This Amendment may be delivered by facsimile, email or any other form of electronic transmission. Copies of this Amendment will be deemed originals for all purposes.

4. **Ratification; Conflicts.** Seller and Buyer each ratify, confirm and adopt the Agreement,

which remains in full force and effect as herein amended. Where this Amendment conflicts with the terms of the Agreement, this Amendment controls.

[SIGNATURE PAGES FOLLOW.]

[COUNTERPART SIGNATURE PAGE TO FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT.]

Seller:

Southwood Charlottesville, LLC, a Virginia limited liability company

By:  (SEAL)

Name: Dan Rosensweig

Title: Manager

Date: 11/10/22

Buyer:

Piedmont Housing Alliance, a Virginia nonstock corporation

By:  (SEAL)

Name: Sunshine Mathon

Title: Executive Director

Date: 11/10/2022

Fifth Amendment to Purchase and Sale Agreement

This Fifth Amendment to Purchase and Sale Agreement ("**Amendment**") is entered into as of November 22, 2022, by and between **Southwood Charlottesville, LLC**, a Virginia limited liability company ("**Seller**") and **Piedmont Housing Alliance**, a Virginia nonstock corporation ("**Buyer**"), its successors or assigns.

RECITALS

R-1. Seller and Buyer are parties to a Purchase and Sale Agreement dated as of March 17, 2021, as amended by Amendment to Purchase and Sale Agreement dated as of May 11, 2022, Second Amendment to Purchase and Sale Agreement dated as of August 15, 2022, Third Amendment to Purchase and Sale Agreement dated as of October 13, 2022, and Fourth Amendment to Purchase and Sale Agreement dated as of November 10, 2022 (collectively, the "**Agreement**") concerning the purchase and sale of a portion of Seller's land in Albemarle County, Virginia, more particularly described therein.

R-2. The parties have agreed to modify the Agreement and desire to memorialize the same as provided in this Amendment.

AMENDMENT

Now, therefore, for and in consideration of the mutual covenants and agreements contained herein, ten dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. **Recitals; Definitions.** The foregoing recitals are incorporated into this Amendment as if set forth in full herein. Capitalized terms not otherwise defined in this Amendment have the meanings assigned to them in the Agreement.

2. **Amendments.**

(a) The last sentence of Section 7(a) is deleted and replaced with the following: "The Condition Deadline for obtaining Plan Approval and Plat Approval is December 9, 2022."

(b) The last sentence of Section 7(b) is deleted and replaced with the following: "The Condition Deadline for obtaining any Design Approval is December 9, 2022."

(c) The last sentence of Section 7(d) is deleted and replaced with the following: "The Condition Deadline for obtaining Permit Approvals is December 9, 2022."

(d) The last sentence of Section 7(e) is deleted and replaced with the following: "The Condition Deadline for completion of Seller's Work is December 9, 2022."

(e) The first sentence of Section 11 is deleted and replaced with the following: "Settlement on the purchase and sale of the Property ("**Closing**") will take place at the office of a settlement agent approved by the parties (the "**Settlement Agent**") on or about December 28, 2022 (the "**Closing Date**"), but in no event later than 30 days after satisfaction or waiver of all Closing Conditions.

3. **Counterparts; Electronic Signatures.** This Amendment may be executed in counterparts, which together will constitute one and the same instrument. Any party may execute this Amendment electronically using an electronic signature service. This Amendment may be delivered by facsimile, email or any other form of electronic transmission. Copies of this Amendment will be deemed originals for all purposes.

[COUNTERPART SIGNATURE PAGE TO FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT.]

Seller:

Southwood Charlottesville, LLC, a Virginia limited liability company

By:  _____ (SEAL)

Name: Dan Rosensweig

Title: Manager

Date: 11/22/22

Buyer:

Piedmont Housing Alliance, a Virginia nonstock corporation

By:  _____ (SEAL)

Name: Sunshine Mathon

Title: Executive Director

Date: 11/22/2022

Sixth Amendment to Purchase and Sale Agreement

This Sixth Amendment to Purchase and Sale Agreement ("**Amendment**") is entered into as of December 15, 2022, by and between **Southwood Charlottesville, LLC**, a Virginia limited liability company ("**Seller**") and **Piedmont Housing Alliance**, a Virginia nonstock corporation ("**Buyer**"), its successors or assigns.

RECITALS

R-1. Seller and Buyer are parties to a Purchase and Sale Agreement dated as of March 17, 2021, as amended by Amendment to Purchase and Sale Agreement dated as of May 11, 2022, Second Amendment to Purchase and Sale Agreement dated as of August 15, 2022, Third Amendment to Purchase and Sale Agreement dated as of October 13, 2022, Fourth Amendment to Purchase and Sale Agreement dated as of November 10, 2022, and Fifth Amendment to Purchase and Sale Agreement dated as of November 22, 2022 (collectively, the "**Agreement**") concerning the purchase and sale of a portion of Seller's land in Albemarle County, Virginia, more particularly described therein.

R-2. The parties have agreed to modify the Agreement and desire to memorialize the same as provided in this Amendment.

AMENDMENT

Now, therefore, for and in consideration of the mutual covenants and agreements contained herein, ten dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. **Recitals; Definitions.** The foregoing recitals are incorporated into this Amendment as if set forth in full herein. Capitalized terms not otherwise defined in this Amendment have the meanings assigned to them in the Agreement.
2. **Amendments.**
 - (a) Section 3(a) of the Agreement is deleted and replaced with the following: "**Purchase Price**. The Purchase Price for the Property is equal to \$2,340,000.00 (the "**Cash Purchase Price**") plus the lesser of (1) the difference, if positive, between the Appraised Value; as herein defined, and the Cash Purchase Price (for sake of clarification, in no event will the Cash Purchase Price be reduced by such number) and (ii) the Contingent Purchase Price, as herein defined. '**Appraised Value**' means the fair market value of the Property for its highest and best use as determined by a qualified MAI appraiser with at least 5 years' experience appraising similarly situated properties and such appraisal (i) must be reasonably acceptable to the Buyer's senior lender or lenders, and (ii) obtained by Buyer, at Buyer's sole cost and expense, no more than 90 days and no less than 30 days prior to Closing (as defined in Section 11). Buyer will promptly provide a copy of the appraisal to Seller upon receipt. '**Contingent Purchase Price**' means the positive result, if any, obtained by subtracting from the total potential funding sources listed in **Exhibit C** (as the same may be updated by mutual written agreement of the parties prior to Closing) [current estimate of total funding sources \$49,170,980.00] the following amounts: (y) \$90,000.00 [duct bank] and (z) the guaranteed maximum price set forth in a written contract between Buyer and Buyer's

general contractor for the construction of the Intended Use (the "**GMP Contract**") that Buyer intends to execute prior to Closing (as defined in Section 11), which amount is currently estimated to be \$46,050,000.00 [current estimate of total development costs + escalation]. Buyer will deliver a copy of the GMP Contract listing the guaranteed maximum price to Seller upon execution. In the event the GMP Contract is not entered into by Buyer prior to Closing, \$46,050,000.00 will be used for purposes of (z) above and the parties agree to cooperate with each to equitably adjust the Contingent Purchase Price after Closing (via adjustment to the Seller Financing Note(s)) upon execution and delivery of the GMP Contract. The Purchase Price and the GMP Contract price will be allocated by the Buyer among the Project Entities (as defined in Section 3(c) of this Agreement) in a manner that takes into account the likely recipient of sources of Funding (as defined in Section 3(c)) so that the liabilities related to the Seller Financing Notes and the proceeds of sources of Funding are aligned, but subject to the requirements of the senior lender or tax credit investor. Buyer will provide such allocation (and reasonable supporting documentation) to the Seller at the time Buyer notifies Seller of its assignment to the Project Entities pursuant to Section 18(a). The Purchase Price will be all cash except as provided herein, and will be adjusted as provided in this Agreement."

(b) Section 3(c) of the Agreement is deleted and replaced with the following:

“(c) Funding; Seller Financing.

(i) **Funding.** Buyer is pursuing funding to purchase the Property and develop the Intended Use (collectively, the '**Funding**'), including funding from the sources and in the approximate amounts listed in **Exhibit C** but excluding the proceeds of any loans. Buyer has previously applied for some of the Funding and will apply for the remaining Funding listed in **Exhibit C** as soon as applications are accepted by the corresponding sources. Buyer will diligently apply for and pursue the award and disbursement of all Funding, and will use any and all proceeds thereof as follows:

(1) the first \$300,000.00 of Funding proceeds awarded and disbursed to Buyer will be paid 100% to Seller; then

(2) the next \$2,000,000.00 of Funding proceeds awarded and disbursed to Buyer will be paid 50% to Seller and 50% retained by Buyer; then

(3) 100% of any further Funding proceeds awarded and disbursed to Buyer will be paid to Seller.

Funding proceeds paid to Seller will be applied by Seller, first, to pay that portion of the Purchase Price in excess of the Cash Purchase Price, if received by Seller at or prior to Closing, and, then, to curtail the Seller Financing Note (as defined in Section 3(c)(ii)). Funding proceeds due to Seller after Closing will be paid within 15 days after receipt by Buyer. Funding proceeds paid to Seller after the Seller Financing Note has been paid in full (or reduced to zero in accordance with Section 3(c)(ii)) will be retained by Seller and used to support Habitat's mission in the Southwood neighborhood. Buyer's obligations under this Section 3(c)(i) will take effect at Closing and survive Closing until the second anniversary of Closing;

provided, Buyer's obligation to deliver Funding proceeds which were awarded prior to the second anniversary of Closing will survive until the earlier of (i) the actual receipt by Seller of such Funding proceeds; and, (ii) the third anniversary of Closing. The parties acknowledge and agree that Buyer may apply for and receive Funding directly or through one or more entities owned by Buyer or under common ownership or control with Buyer and to which Buyer will assign its rights and obligations under the Agreement pursuant to Section 18(a) (collectively, whether one or more, the '**Project Entities**'). Buyer's obligations hereunder will bind the Project Entities regardless of when such assignment occurs or when any Funding is awarded or disbursed. Upon request, from time to time, Buyer will provide Seller with a written update as to the status of applications for Funding and an accounting of all Funding proceeds awarded and/or received as of the date of request.

(ii) **Seller Financing.** A portion of the Purchase Price equal to the Contingent Purchase Price less any portion of the Funding proceeds awarded to Buyer and disbursed to Seller at or prior to Closing (the "**Seller Financing Amount**") will be paid to Seller by one or more promissory notes (each, a "**Seller Financing Note**") executed by Piedmont Housing Alliance ('**PHA**') in a form reasonably acceptable to Seller and PHA containing the following terms: (1) aggregate face amount all Seller Financing Notes will equal the Seller Financing Amount; (2) interest at the fixed rate of 0% per annum; (3) if any of the Seller Financing Notes has not been paid in full out of Funding proceeds pursuant to Section 3(c)(i) by the date Buyer has completed construction of the Intended Use and is prepared to close on its permanent financing for the Property, then the principal balance of such outstanding Seller Financing Notes will be reduced to zero (except for Seller's share of any Funding proceeds which have been awarded to Buyer but not yet paid to Seller); (4) principal prepayable in full or in part at any time without penalty; and (5) payment secured by the Seller Financing DOT, as defined in Section 3(c)(iii).

(iii) **Security.** Repayment of the Seller Financing Notes will be secured by one or more reasonably acceptable promissory notes executed by the Project Entities and one or more reasonably acceptable deeds of trust on the terms set forth herein (each, a "**Seller Financing DOT**"), and the Seller Financing Amount will be credited against the Purchase Price at Closing. Each Seller Financing DOT will encumber the Property, will be prepared by Seller in a form reasonably acceptable to Buyer, will be subject to all reasonable requirements of the lenders and investors for the Project Entities (including any subordination agreements or standstill requirements of such parties), and will grant to a trustee acceptable to the parties a second lien and security interest in the land and improvements thereon, and all rents and proceeds thereof, for the benefit of Seller as security for the Seller Financing Notes. The parties acknowledge that Buyer may acquire the Property through one or more Project Entities in accordance with Section 18(a) or directly with a subsequent conveyance to one or more Project Entities, and in either event (1) PHA will remain the borrower under each Seller Financing Note, (2) PHA will loan the Seller Financing Amount to the Project Entities, (3) each loan from PHA to a Project Entity will include a promissory note from such Project Entity and will be secured by a Seller Financing DOT (with the respective Project Entity as grantor and PHA as beneficiary), and (4) each Seller Financing Note will be secured by a pledge of the respective Project Entity promissory note, related deed of trust, and any loan payments made by the Project Entity to PHA thereunder in a form reasonably acceptable to Seller (the '**Affiliate Pledge**'). Upon the payment

in full of a respective Seller Financing Note (or reduction of such Seller Financing Note to zero), the corresponding Affiliate Pledge will terminate automatically and any rights of the Seller to any of the security for such Seller Financing Note will similarly terminate. The Seller will execute any documents reasonably required to effectuate the foregoing.

(c) The following new section is added to the Agreement immediately following Section 5(d):

“(e) **Site Condition.** At Seller’s request, upon the completion of Seller’s rough grading of the Property, Buyer, at its own sole cost and expense, will seed and stabilize the Property and will thereafter maintain such ground cover (including watering, mowing, replacement of dead areas, and trash removal) until the Closing or the earlier termination of this Agreement. Seller grants to Buyer, its employees, agents and contractors, the right to enter the Property from the Effective Date until Closing or the earlier termination of this Agreement for the purpose of conducting the work described in this Section 5(e), subject to the repair, indemnity and insurance obligations set forth in Section 5(b).”

(d) The following amendments are made to Section 7:

- (i) The last sentence of Section 7(a) is deleted and replaced with the following: "The Condition Deadline for obtaining Plan Approval and Plat Approval is January 31, 2023."
- (ii) The last sentence of Section 7(b) is deleted and replaced with the following: "The Condition Deadline for obtaining any Design Approval is January 31, 2023."
- (iii) The last sentence of Section 7(d) is deleted and replaced with the following: "The Condition Deadline for obtaining Permit Approvals is January 31, 2023."
- (iv) The last sentence of Section 7(e) is deleted and replaced with the following: "The Condition Deadline for completion of Seller's Work is January 31, 2023."

(e) Section 8(a) is amended as follows:

- (i) The parties agree that the words “commence construction” as used in Section 8 mean the date that Buyer has commenced the installation of vertical improvements on the Property.

(f) The first sentence of Section 11 is deleted and replaced with the following: “Settlement on the purchase and sale of the Property (**‘Closing’**) will take place at the office of a settlement agent approved by the parties (the **‘Settlement Agent’**) on a date (the **‘Closing Date’**) selected by Buyer and acceptable to Seller, but in no event later than May 1, 2023.

(g) Section 11(b)(vi) is deleted and replaced with the following: “The Seller Financing Note(s), duly executed by Buyer.”

(h) Section 11(b)(vii) is deleted and replaced with the following: “The Seller Financing DOT(s), duly executed and acknowledged by Buyer or the Project Entities, and the duly-executed Affiliate Pledge(s), as applicable; and”

(i) A new final sentence is added to Section 12 as follows: "At Closing, Buyer will reimburse the Seller the amount of \$90,000 for Seller's installation of a duct bank which was installed by Seller to meet Buyer's original development schedule."

(j) Exhibit C attached hereto is incorporated into the Agreement.

3. **Counterparts; Electronic Signatures.** This Amendment may be executed in counterparts, which together will constitute one and the same instrument. Any party may execute this Amendment electronically using an electronic signature service. This Amendment may be delivered by facsimile, email or any other form of electronic transmission. Copies of this Amendment will be deemed originals for all purposes.
4. **Ratification; Grant Requests; Conflicts.** Seller and Buyer each ratify, confirm and adopt the Agreement, which remains in full force and effect as herein amended. Without waiving any future requirement that Buyer comply with the requirements of the Agreement as they relate to a Grant Request, Seller hereby approves all Grant Requests made by Buyer as of December 1, 2022. Where this Amendment conflicts with the terms of the Agreement, this Amendment controls.

[SIGNATURE PAGES FOLLOW.]

[COUNTERPART SIGNATURE PAGE TO SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT.]

Seller:

Southwood Charlottesville, LLC, a Virginia limited liability company

By:  _____ (SEAL)

Name: Dan Rosensweig

Title: Manager

Date: 12/13/22

Buyer:

Piedmont Housing Alliance, a Virginia nonstock corporation

By:  _____ (SEAL)

Name: Sunshine Mathon

Title: Executive Director

Date: 12/17/2022

EXHIBIT C

Funding

		Application Date	Notification Date (est)
SOURCES			
Debt, LIHTC, and other sources (already secured)	\$ 42,300,000		
HOME (possible with County match)	\$ 1,800,000	Oct. 2022 (applying)	Jan. 2023
HIEE Supplementary	\$ 897,480	Oct. 2022 (applying)	Jan. 2023
HOME-ARP Homelessness (new program)	\$ 1,000,000	Jan. 2023	May-23
Federal Earmark (Kaine/Warner)	\$ 1,250,000	Jun. 2022 (applied)	Mar. 2023 ???
Capital Magnet Fund (round #2)	\$ 1,000,000	Jan/Feb 2023	Aug. 2023
Federal Home Loan Bank	\$ 500,000	Jun. 2023	Dec. 2023
IRA 45L	\$ 423,500	Was enabled in IRA legislation; not an application, but still pending IRS guidelines to assess certainty (timeline TBD)	
State Housing Tax Credit (new program)	\$ -	TBD (Q2 2023?)	Q3 2023?

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

This Assignment of Purchase and Sale Agreement (this “*Assignment*”) is dated as of December __, 2022, and entered into by and between Piedmont Housing Alliance, a Virginia nonstock corporation (“*PHA*”), and Southwood Block 12 LLC, a Virginia limited liability company (“*Southwood Block 12*”, together with PHA, collectively, “*Assignor*”), and Southwood Block 11 LLC, a Virginia limited liability company (“*Assignee*”).

RECITALS

A. PHA and Southwood Charlottesville, LLC, a Virginia limited liability company (“*Seller*”), entered into that certain Purchase and Sale Agreement, dated as of March 17, 2021, as amended by that Amendment to Purchase and Sale Agreement, dated as of May 11, 2022, and that Second Amendment to Purchase and Sale Agreement, dated as of August 15, 2022, and that Third Amendment to Purchase and Sale Agreement, dated as of October 13, 2022, and that Fourth Amendment to Purchase and Sale Agreement, dated as of November 10, 2022, that Fifth Amendment to Purchase and Sale Agreement, dated as of November 22, 2022, and that Sixth Amendment to Purchase and Sale Agreement, dated as of December 15, 2022 (collectively, as amended, the “*Purchase Agreement*”), wherein Seller agreed to sell to PHA the Property (as defined in the Purchase Agreement).

B. Pursuant to Section 18 of the Purchase Agreement, PHA has the right to assign the Purchase Agreement, and any of its rights under the Purchase Agreement, to any related entity in which PHA or the principals thereof have a controlling interest, without the need to obtain the approval of Seller and without the payment of any additional consideration to Seller.

C. Pursuant to an Assignment of Purchase and Sale Agreement, dated as of March 17, 2021, PHA assigned all of its right, title and interests in, to and under the Purchase Agreement to Southwood Block 12.

D. Assignee was formed for the purpose of purchasing, owning, and developing the Property.

E. Assignor now desires to assign its right, title and interest in, to and under the Purchase Agreement to reflect the changes below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby assign, transfer and convey all of its right, title and interest in, to and under the Purchase Agreement to Assignee and Assignee hereby assumes all of Assignor’s rights, duties and obligations in, to and under the Purchase Agreement. For the avoidance of doubt, PHA will remain obligated under the terms and conditions of the Purchase Agreement.

2. This Assignment shall be binding upon Assignee and inure to the benefit of Assignee and its successors, heirs and assigns.

3. The terms of this Assignment shall be interpreted, construed and enforced pursuant to the laws of the Commonwealth of Virginia.

4. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute a single agreement, binding on all of the parties hereto, their successors and their assigns, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

[signatures on next page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed as of the date first written above.

ASSIGNOR:

PIEDMONT HOUSING ALLIANCE,
a Virginia nonstock corporation

By: 
Name: Sunshine Mathon
Title: Executive Director

SOUTHWOOD BLOCK 12 LLC,
a Virginia limited liability company

By: Southwood Block 12 MM LLC,
a Virginia limited liability company,
its managing member

By: Piedmont Housing Alliance,
a Virginia nonstock corporation,
its sole member

By: 
Name: Sunshine Mathon
Title: Executive Director

[signatures continue on following page]

ASSIGNEE:

SOUTHWOOD BLOCK 11 LLC,
a Virginia limited liability company

By: Southwood Block 11 MM LLC,
a Virginia limited liability company,
its managing member

By: Piedmont Housing Alliance,
a Virginia nonstock corporation,
its sole member

By: 
Name: Sunshine Mathon
Title: Executive Director

SOUTHWOOD APARTMENTS B

Parcel ID: 090A1-00-00-001E3
 Charlottesville, VA 22902

Parcel Information

Parcel ID	090A1-00-00-001E3
Primary Prop.	N/A
Address	N/A
Other Address(es)	N/A
Subdivision	N/A
Property Name	N/A
Description	Remainder of 090A1-112
Property Cnct(s)	1
Total Acres	1.71
Tax Status	Reg. Taxable

Owner Information

Owner	SOUTHWOOD CHARLOTTEVILLE LLC
Address	967 2ND ST SE CHARLOTTEVILLE VA 22902

Owner as of Jan 1st N/A

Most Recent Assessment Information

Year	2022
Assessment Date	01/01/2022
Land Value	\$0
Land Use Value	\$0
Improvements Value	\$0
Total Value	\$0

Most Recent Sales History

Previous Owner	N/A
Owner	SOUTHWOOD CHARLOTTEVILLE LLC
Sale Date	09/04/2022
Sale Price	\$0

Parcel Information

Parcel ID 090A1-00-00-001E3
Primary Prop. Address N/A
Other Address(es) N/A
Subdivision N/A
Property Name N/A
Description Residue of 90A1-1E2
Lot 001E3
Property Card(s) 1
Total Acres 1.21
Tax Status Reg. Taxable

Owner Information

Owner SOUTHWOOD CHARLOTTESVILLE LLC
Address 967 2ND ST SE CHARLOTTESVILLE VA, 22902
Owner as of Jan 1st N/A

Most Recent Assessment Information

Year 2022
Assessment Date 01/01/2022
Land Value \$0
Land Use Value \$0
Improvements Value \$0
Total Value \$0

Most Recent Sales History

Previous Owner N/A
Owner SOUTHWOOD CHARLOTTESVILLE LLC
Sale Date 08/08/2022
Sale Price \$0
Deed Book/Page N/A
Instrument # 202200009605

Other Tax Information as of Jan 1st

State Code Single Family Resid (Urban)
Tax Type Reg. Taxable
Parcel Level Use Code Vacant Residential Land

Tab F:

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

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

In addition provide HERS rating documentation as specified in the manual

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

Rehabilitation -30% performance increase over existing, based on HERS Index
Or Must evidence a HERS Index of 80 or better
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to VHDA of energy performance.

Adaptive Reuse - Must evidence a HERS Index of 95 or better.
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to VHDA of energy performance.

Additional Optional Certifications

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

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

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

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

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

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

Signed: John C Semmelhack

Date: 2/22/21

Printed Name: John C. Semmelhack

RESNET Rater

Resnet Provider Agency
Viridiant

Signature [Signature]

Provider Contact and Phone/Email

Sean Evensen-Shanley sean.evensen-shanley@viridiant.org 804-212-1934



ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 007,
CHARLOTTESVILLE, VA 22903

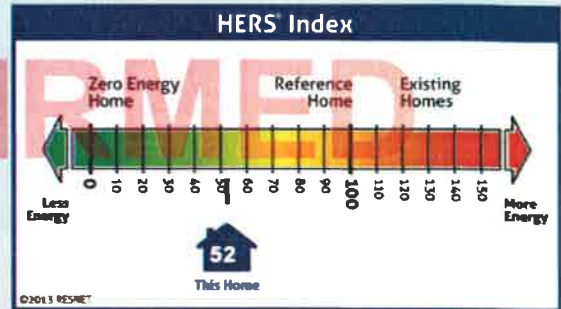
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



This value is not intended to be used for code compliance.

Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** N/A
Wall: R-26 **Slab:** R-10

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
58.56 CFM @ 25Pa (Post20 CFM @ 25Pa (2.73 / 100 ft² Construction))

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 Dishwashers: 0
Ceiling Fans: 0 Exhaust Fans: 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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GUIDELINES FOR EXTRAORDINARY LEVELS
OF EXCELLENCE AND QUALITY.

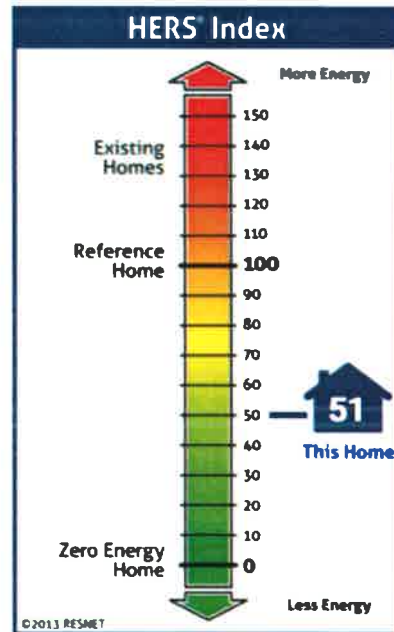
ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:
TBD HICKORY ST - UNIT 202, 204,
CHARLOTTESVILLE, VA 22903
Builder: PIEDMONT HOUSING ALLIANCE
Inspector: Think Little Home Energy LLC
Date:

HERS Score: 51
ZERH Target Score: 54

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNITS 002, 003,
CHARLOTTESVILLE, VA 22903

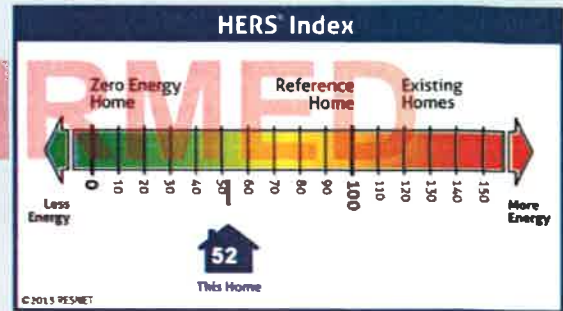
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Standard Features of ENERGY STAR Certified New Homes and Apartments

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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** N/A
Wall: R-26 **Slab:** R-10

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
30 CFM @ 25Pa (Post-Construction) **0 CFM @ 25Pa (0 / 100 ft²)**

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

TBD HICKORY ST - UNITS 002, 003,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

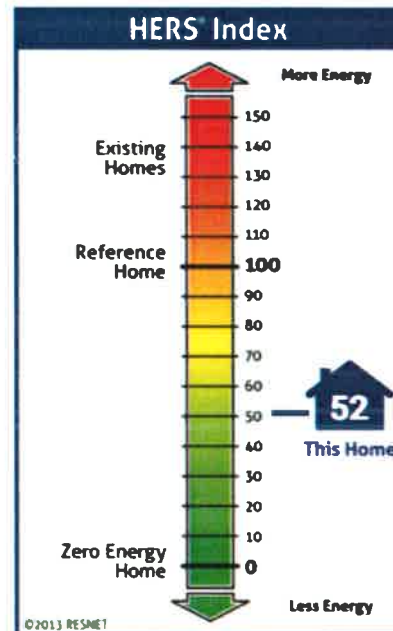
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 52

ZERH Target Score: 55

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNITS 102, 104,
CHARLOTTESVILLE, VA 22903

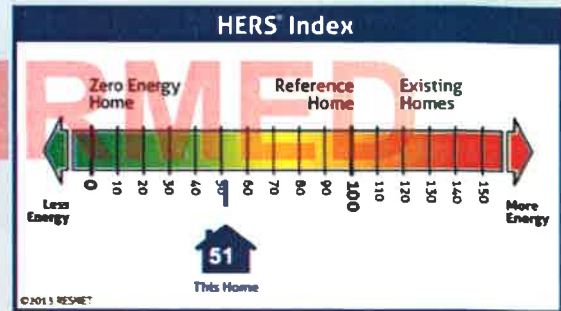
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
30 CFM @ 25Pa (Post-Construction) **0 CFM @ 25Pa (0 / 100 ft²)**

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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ZERO
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U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

TBD HICKORY ST - UNITS 102, 104,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

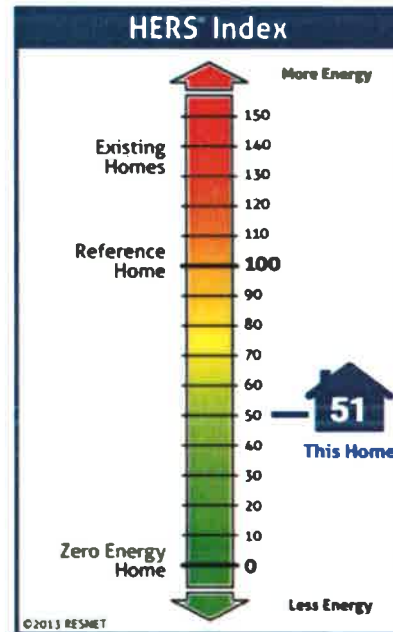
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 51

ZERH Target Score: 54

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 202, 204,
CHARLOTTESVILLE, VA 22903

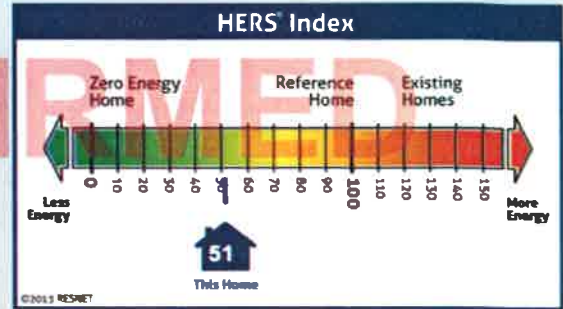
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

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30 CFM @ 25Pa (Post-Construction) **0 CFM @ 25Pa (0 / 100 ft²)**

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

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Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

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UNCONFIRMED

Address:

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CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

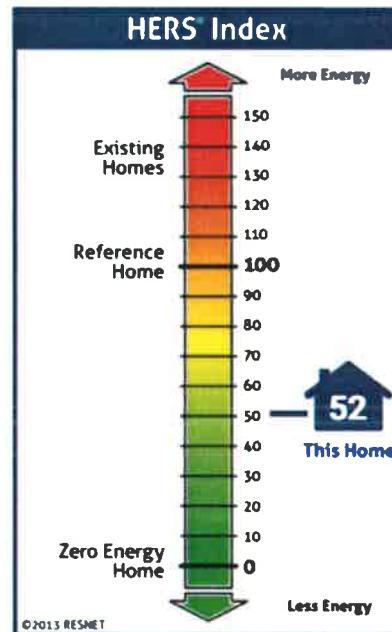
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 52

ZERH Target Score: 55

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



**SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 112,
CHARLOTTESVILLE, VA 22903

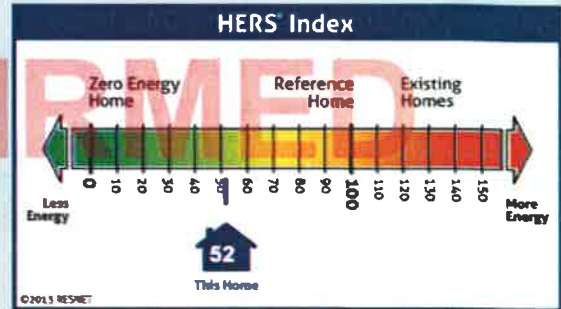
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

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Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
58.56 CFM @ 25Pa (Post20 CFM @ 25Pa (2.73 / 100 ft²

Construction)

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

approved by EPA. Because the version of Standard 301 used to calculate this index may not align with the version referenced by code, this value is not intended to be used to demonstrate compliance with code. Note that when a home or apartment contains multiple performance levels for a particular feature (e.g., window efficiency or insulation levels), the predominant value is shown. Also, homes and apartments may be certified

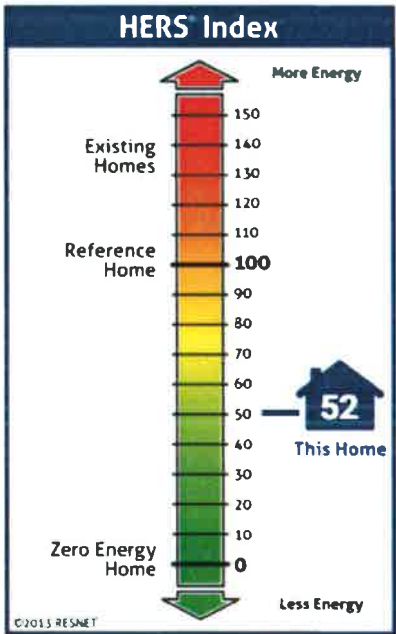
to earn the ENERGY STAR using a sampling protocol, whereby one home or apartment is randomly selected from a set for representative inspections and testing. In such cases, the features found in each home or apartment within the set are intended to meet or exceed the values presented on this certificate. The actual values for your home or apartment may differ, but offer equivalent or better performance.



YOUR HOME WAS DESIGNED, ENGINEERED, AND CONSTRUCTED IN CONFORMANCE TO U.S DEPARTMENT OF ENERGY (DOE) GUIDELINES FOR EXTRAORDINARY LEVELS OF EXCELLENCE AND QUALITY.

UNCONFIRMED

Address: TBD HICKORY ST - UNIT 112, CHARLOTTESVILLE, VA 22903
Builder: PIEDMONT HOUSING ALLIANCE
Inspector: Think Little Home Energy LLC
Date:
HERS Score: 52
ZERH Target Score: 54



THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING: ENERGY STAR MF V1.1 ENERGY STAR MF V1.0

SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767
All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.



ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 212,
CHARLOTTESVILLE, VA 22903

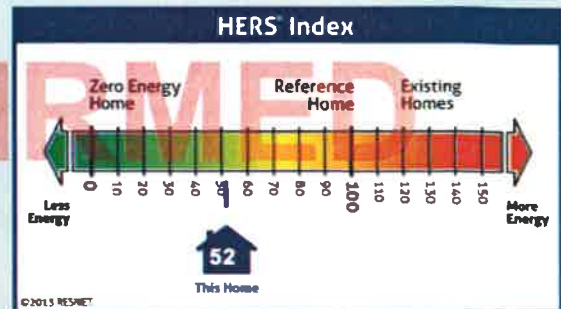
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



This value is not intended to be used for code compliance.

Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
58.56 CFM @ 25Pa (Post20 CFM @ 25Pa (2.73 / 100 ft²

Construction)

Primary Heating (System Type • Fuel Type • Efficiency):
Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):
Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):
Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):
Residential Water Heater • Electric • 0.93 UEF

About this certificate

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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

YOUR HOME WAS DESIGNED, ENGINEERED,
AND CONSTRUCTED IN CONFORMANCE TO
U.S DEPARTMENT OF ENERGY (DOE)
GUIDELINES FOR EXTRAORDINARY LEVELS
OF EXCELLENCE AND QUALITY.

UNC ONFIRMED

Address:

TBD HICKORY ST - UNIT 212,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

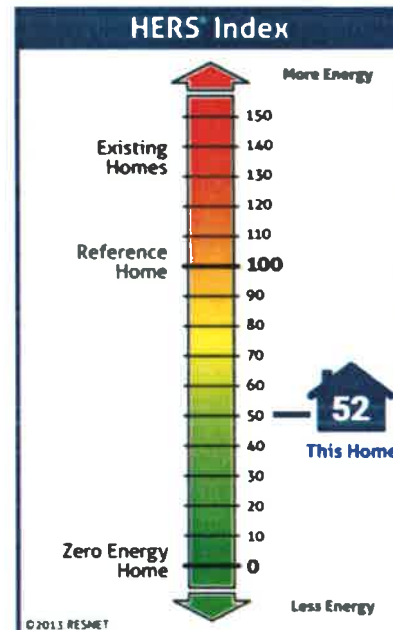
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 52

ZERH Target Score: 54

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 312,
CHARLOTTESVILLE, VA 22903

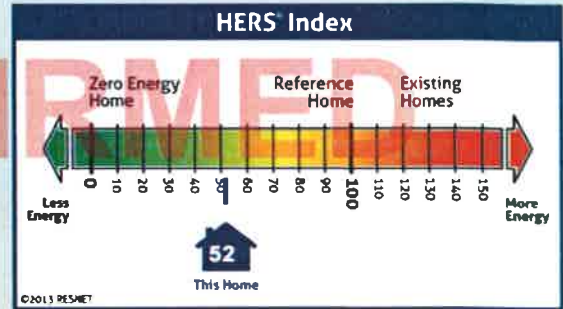
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-29 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
58.56 CFM @ 25Pa (Post20 CFM @ 25Pa (2.73 / 100 ft² Construction))

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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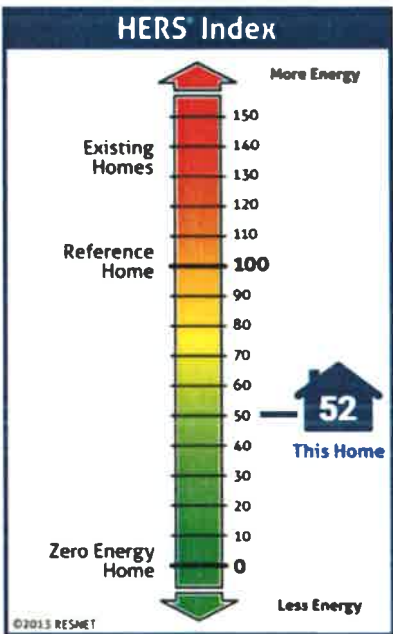
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UNCONFIRMED

Address: TBD HICKORY ST - UNIT 312, CHARLOTTESVILLE, VA 22903
Builder: PIEDMONT HOUSING ALLIANCE
Inspector: Think Little Home Energy LLC
Date:
HERS Score: 52
ZERH Target Score: 54



THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING: ENERGY STAR MF V1.1 ENERGY STAR MF V1.0

SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY



ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNITS 302, 304,
CHARLOTTESVILLE, VA 22903

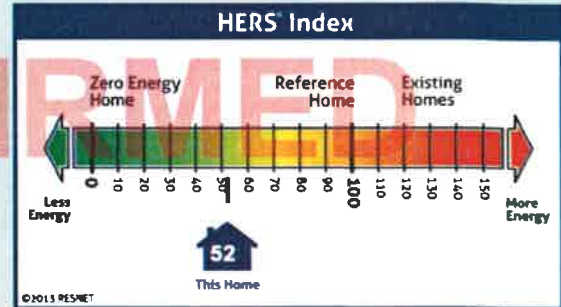
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Standard Features of ENERGY STAR Certified New Homes and Apartments

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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-29 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
58.56 CFM @ 25Pa (Post20 CFM @ 25Pa (2.75 / 100 ft²

Construction)

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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GUIDELINES FOR EXTRAORDINARY LEVELS
OF EXCELLENCE AND QUALITY.

ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

TBD HICKORY ST - UNITS 302, 304,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

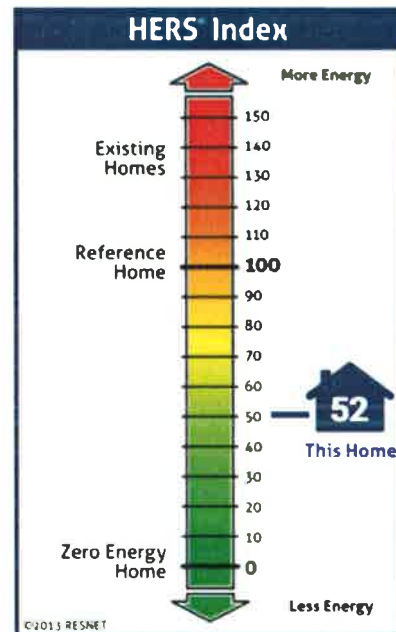
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 52

ZERH Target Score: 54

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 001,
CHARLOTTEVILLE, VA 22903

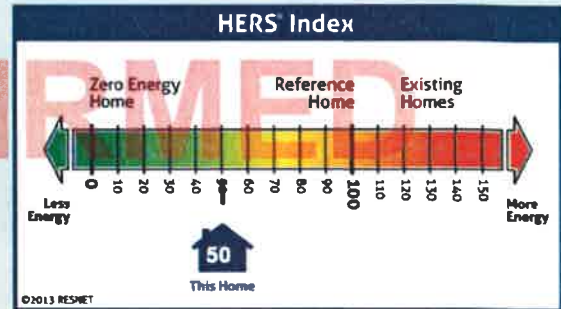
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** N/A
Wall: R-26 **Slab:** R-10

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
62 CFM @ 25Pa (Post-Construction) **20 CFM @ 25Pa (2.58 / 100 ft²)**

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

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U.S DEPARTMENT OF ENERGY (DOE)
GUIDELINES FOR EXTRAORDINARY LEVELS
OF EXCELLENCE AND QUALITY.

UNCONFIRMED

Address:

TBD HICKORY ST - UNIT 001,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

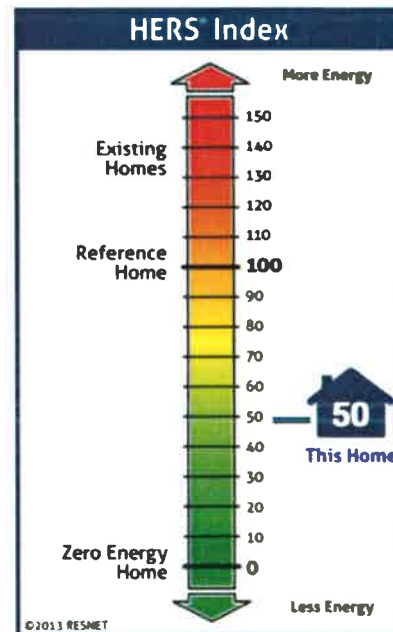
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 50

ZERH Target Score: 55

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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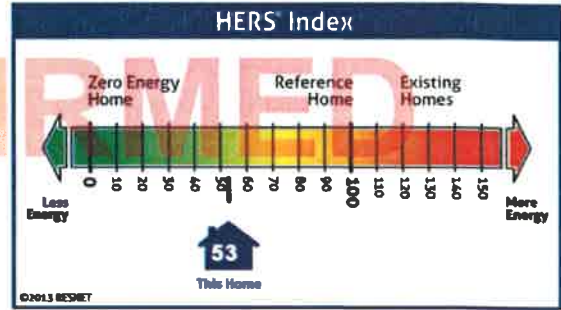
PIEDMONT HOUSING ALLIANCE

**TBD HICKORY ST - UNITS 004, 005,
CHARLOTTESVILLE, VA 22903**

**Think Little Home Energy LLC
4837591**

RESNET

Multifamily V1



This value is not intended to be used for code compliance.

0.3 CFM50 / s.f. Shell Area

R-13	N/A
R-26	R-10
0.3	0.4

**78.8 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.03 / 100 ft²)
Construction)**

Air Source Heat Pump • Electric • 12.1 HSPF

Air Source Heat Pump • Electric • 18 SEER

Balanced

100%

0 0
0 0

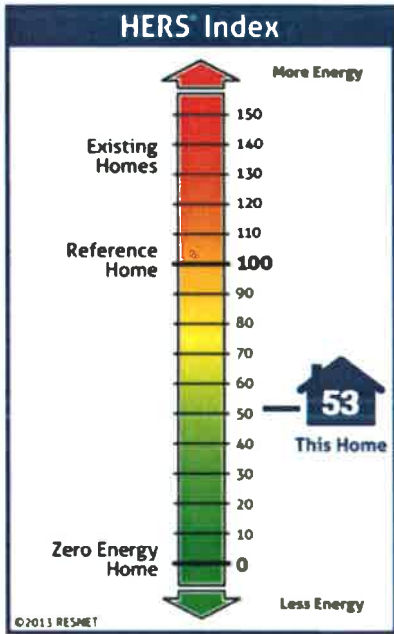
Residential Water Heater • Electric • 0.93 UEF



YOUR HOME WAS DESIGNED, ENGINEERED, AND CONSTRUCTED IN CONFORMANCE TO U.S DEPARTMENT OF ENERGY (DOE) GUIDELINES FOR EXTRAORDINARY LEVELS OF EXCELLENCE AND QUALITY.

UNCONFIRMED

Address: TBD HICKORY ST - UNITS 004, 005, CHARLOTTESVILLE, VA 22903
Builder: PIEDMONT HOUSING ALLIANCE
Inspector: Think Little Home Energy LLC
Date:
HERS Score: 53
ZERH Target Score: 56



THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING: ENERGY STAR MF V1.1 ENERGY STAR MF V1.0

SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767
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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNITS 105, 107,
109, CHARLOTTESVILLE, VA 22903

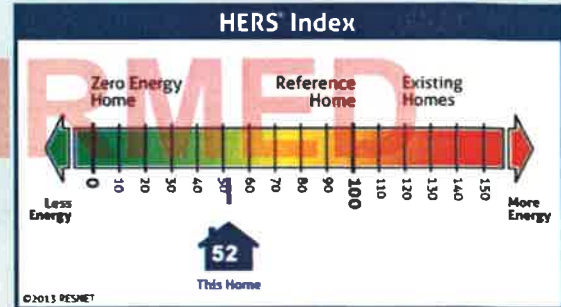
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Standard Features of ENERGY STAR Certified New Homes and Apartments

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A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
78.8 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.03 / 100 ft²)

Construction)

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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YOUR HOME WAS DESIGNED, ENGINEERED,
AND CONSTRUCTED IN CONFORMANCE TO
U.S DEPARTMENT OF ENERGY (DOE)
GUIDELINES FOR EXTRAORDINARY LEVELS
OF EXCELLENCE AND QUALITY.

ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNC ONFIRMED

Address:

TBD HICKORY ST - UNITS 105, 107, 109,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

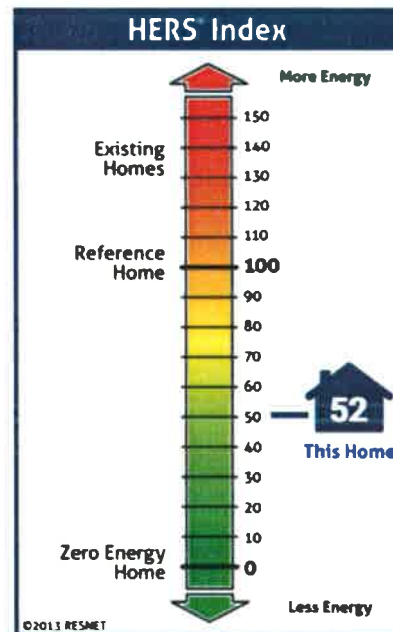
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 52

ZERH Target Score: 55

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNITS 106, 108,
CHARLOTTESVILLE, VA 22903

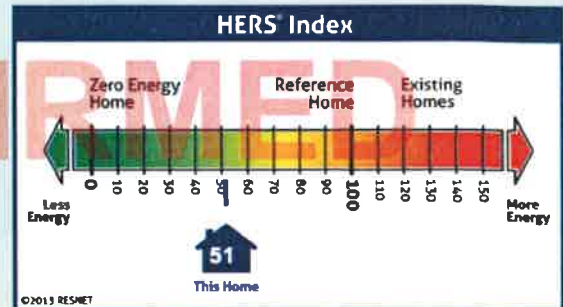
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



This value is not intended to be used for code compliance.

Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
78.8 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.03 / 100 ft²)

Construction)
Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNC ONFIRMED

Address:

TBD HICKORY ST - UNITS 106, 108,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

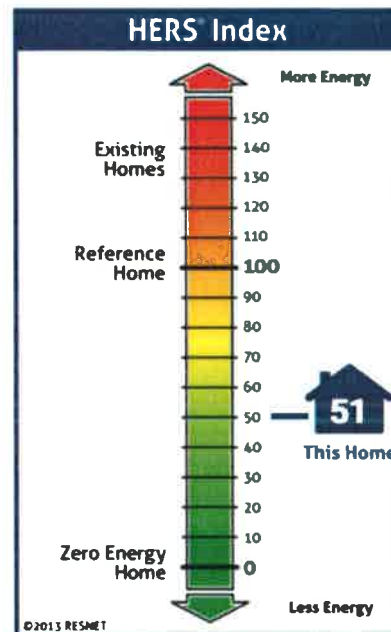
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 51

ZERH Target Score: 55

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNITS 203, 205,
207, 209, CHARLOTTESVILLE, VA
22903

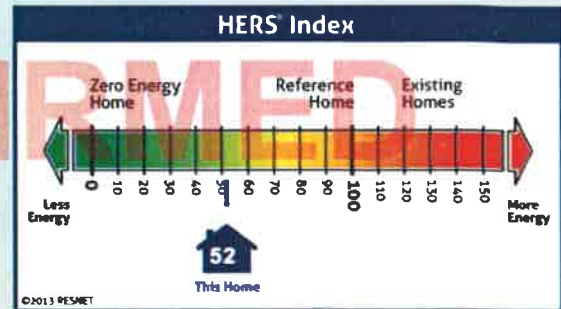
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Standard Features of ENERGY STAR Certified New Homes and Apartments

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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 Floor: R-19
Wall: R-26 Slab: N/A

Primary Window Efficiency:

U-Value: 0.3 SHGC: 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: Duct Leakage to Outdoors:
78.8 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.03 / 100 ft²)

Construction)

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 Dishwashers: 0
Ceiling Fans: 0 Exhaust Fans: 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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U.S. DEPARTMENT OF ENERGY

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OF EXCELLENCE AND QUALITY.

UNCONFIRMED

Address:

TBD HICKORY ST - UNITS 203, 205, 207, 209,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

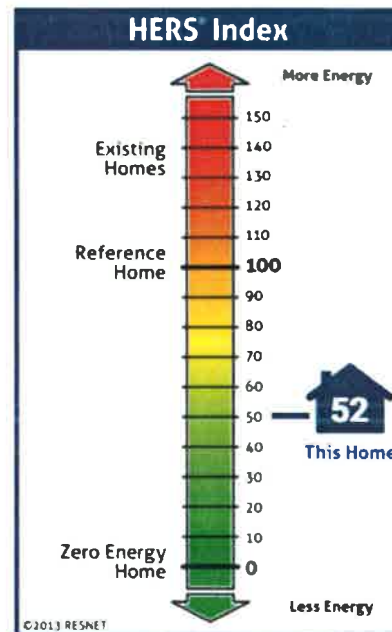
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 52

ZERH Target Score: 55

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNITS 206, 208,
CHARLOTTESVILLE, VA 22903

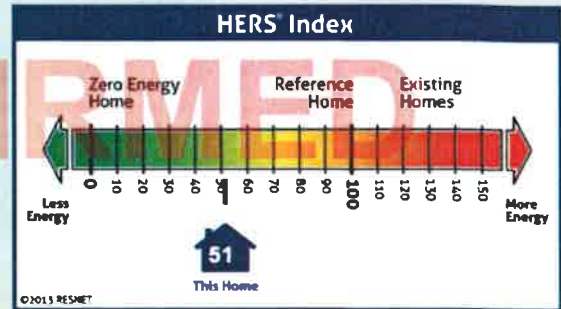
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Standard Features of ENERGY STAR Certified New Homes and Apartments

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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
78.8 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.03 / 100 ft²)

Construction)
Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNC ONFIRMED

Address:

TBD HICKORY ST - UNITS 206, 208,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

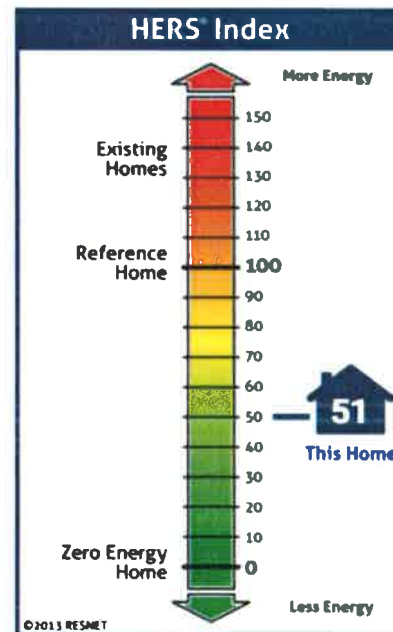
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 51

ZERH Target Score: 55

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 006,
CHARLOTTESVILLE, VA 22903

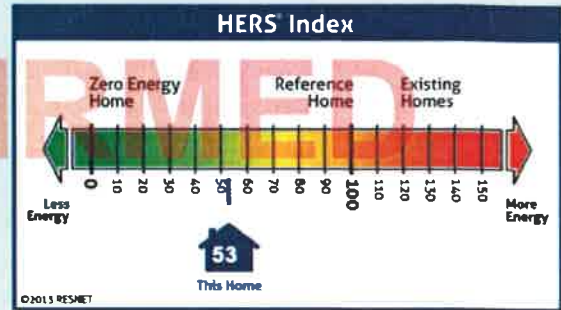
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Standard Features of ENERGY STAR Certified New Homes and Apartments

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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** N/A
Wall: R-26 **Slab:** R-10

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
78.8 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.03 / 100 ft²

Construction)

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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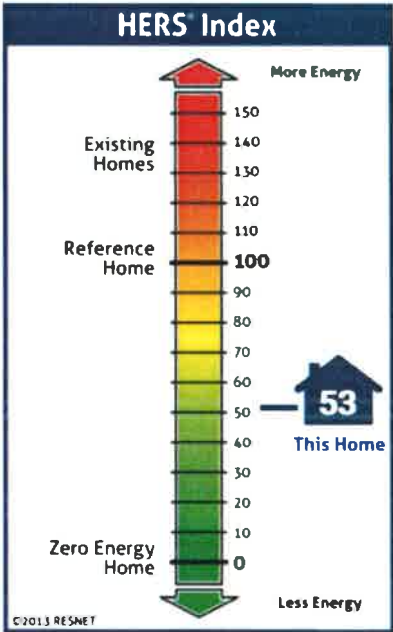
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UNCONFIRMED

Address: TBD HICKORY ST - UNIT 006, CHARLOTTESVILLE, VA 22903
Builder: PIEDMONT HOUSING ALLIANCE
Inspector: Think Little Home Energy LLC
Date:
HERS Score: 53
ZERH Target Score: 56



THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING: ENERGY STAR MF V1.1 ENERGY STAR MF V1.0

SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767
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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 110,
CHARLOTTESVILLE, VA 22903

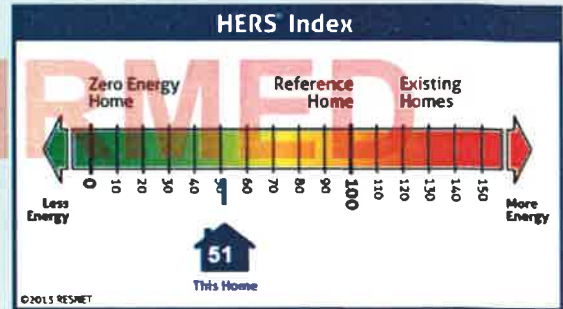
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
78.8 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.03 / 100 ft²)

Construction)
Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 Dishwashers: 0
Ceiling Fans: 0 Exhaust Fans: 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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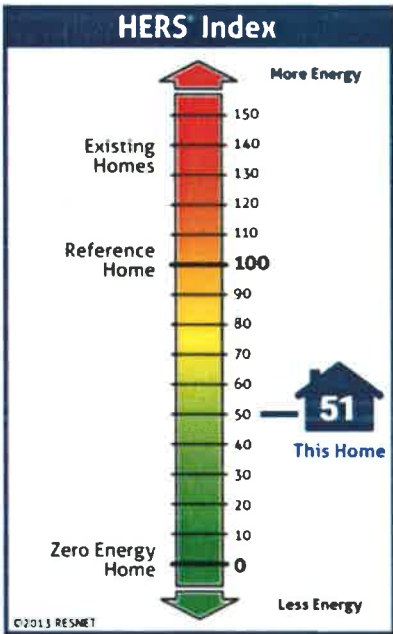
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UNCONFIRMED

Address: TBD HICKORY ST - UNIT 110, CHARLOTTESVILLE, VA 22903
Builder: PIEDMONT HOUSING ALLIANCE
Inspector: Think Little Home Energy LLC
Date:
HERS Score: 51
ZERH Target Score: 55



THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING: ENERGY STAR MF V1.1 ENERGY STAR MF V1.0

SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST (UNIT 210),
CHARLOTTESVILLE, VA 22903

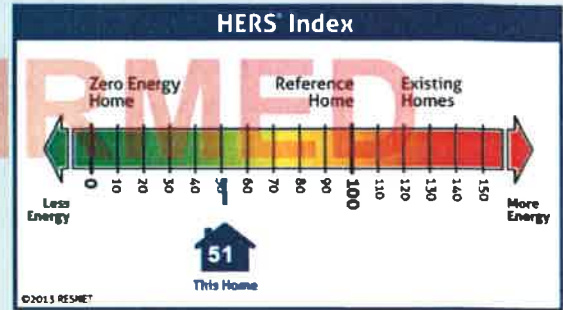
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

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78.8 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.03 / 100 ft²)

Construction)

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

This certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

approved by EPA. Because the version of Standard 301 used to calculate this index may not align with the version referenced by code, this value is not intended to be used to demonstrate compliance with code. Note that when a home or apartment contains multiple performance levels for a particular feature (e.g., window efficiency or insulation levels), the predominant value is shown. Also, homes and apartments may be certified

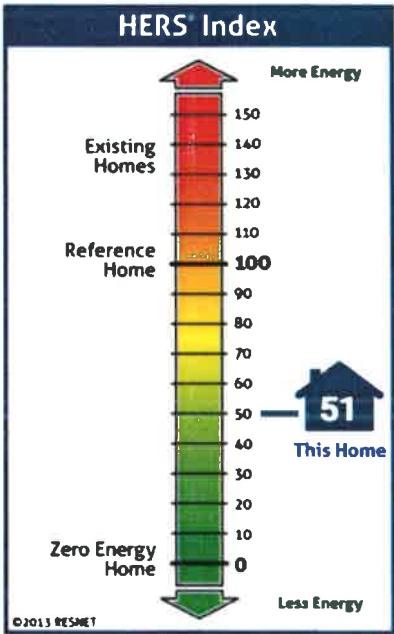
to earn the ENERGY STAR using a sampling protocol, whereby one home or apartment is randomly selected from a set for representative inspections and testing. In such cases, the features found in each home or apartment within the set are intended to meet or exceed the values presented on this certificate. The actual values for your home or apartment may differ, but offer equivalent or better performance.



YOUR HOME WAS DESIGNED, ENGINEERED, AND CONSTRUCTED IN CONFORMANCE TO U.S DEPARTMENT OF ENERGY (DOE) GUIDELINES FOR EXTRAORDINARY LEVELS OF EXCELLENCE AND QUALITY.

UNCONFIRMED

Address: TBD HICKORY ST (UNIT 210), CHARLOTTESVILLE, VA 22903
Builder: PIEDMONT HOUSING ALLIANCE
Inspector: Think Little Home Energy LLC
Date:
HERS Score: 51
ZERH Target Score: 55



THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING: ENERGY STAR MF V1.1 ENERGY STAR MF V1.0

SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767
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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 008,
CHARLOTTESVILLE, VA 22903

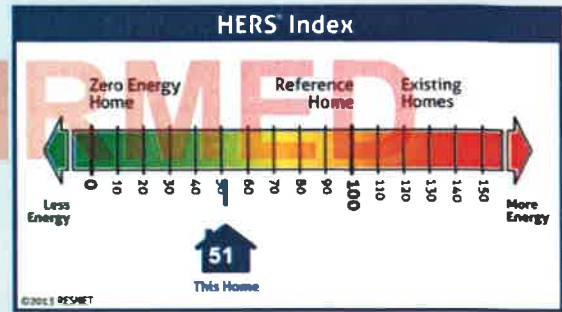
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



This value is not intended to be used for code compliance.

Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** N/A
Wall: R-26 **Slab:** R-10

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
75.6 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.12 / 100 ft²)

Construction)

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

YOUR HOME WAS DESIGNED, ENGINEERED,
AND CONSTRUCTED IN CONFORMANCE TO
U.S DEPARTMENT OF ENERGY (DOE)
GUIDELINES FOR EXTRAORDINARY LEVELS
OF EXCELLENCE AND QUALITY.

UNCONFIRMED

Address:

TBD HICKORY ST - UNIT 008,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

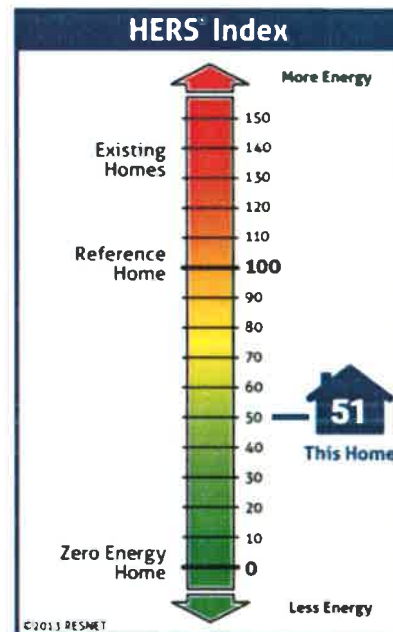
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 51

ZERH Target Score: 55

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 113,
CHARLOTTESVILLE, VA 22903

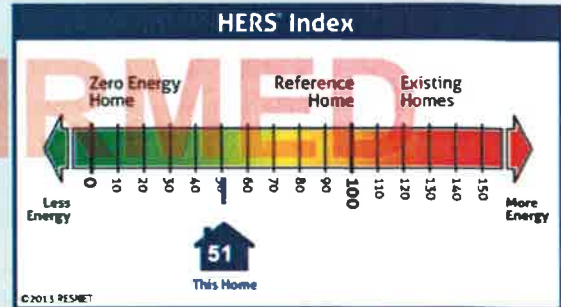
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
75.6 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.12 / 100 ft²)

Construction)

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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OF EXCELLENCE AND QUALITY.

ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

TBD HICKORY ST - UNIT 113,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

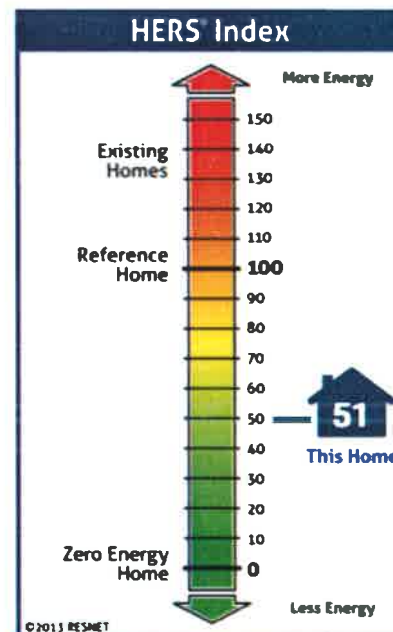
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 51

ZERH Target Score: 54

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 114,
CHARLOTTESVILLE, VA 22903

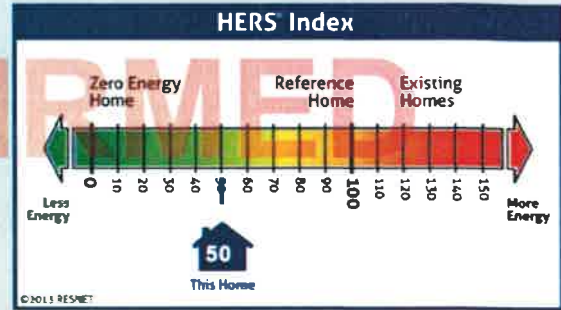
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Standard Features of ENERGY STAR Certified New Homes and Apartments

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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 Floor: R-19
Wall: R-26 Slab: N/A

Primary Window Efficiency:

U-Value: 0.3 SHGC: 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: Duct Leakage to Outdoors:
75.6 CFM @ 25Pa (Post-20 CFM @ 25Pa (2.12 / 100 ft²

Construction)

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 Dishwashers: 0
Ceiling Fans: 0 Exhaust Fans: 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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U.S. DEPARTMENT OF ENERGY

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GUIDELINES FOR EXTRAORDINARY LEVELS
OF EXCELLENCE AND QUALITY.**

UNCONFIRMED

Address:

TBD HICKORY ST - UNIT 114,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

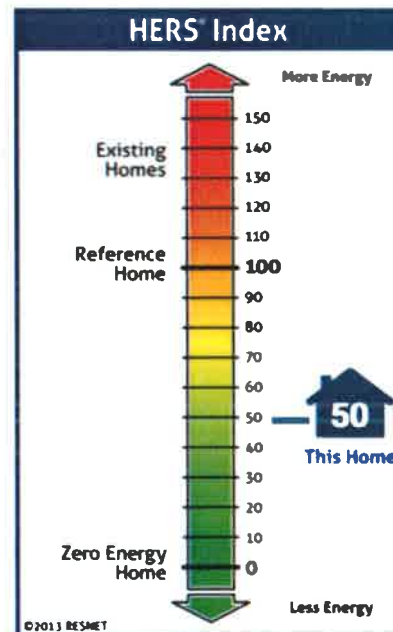
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 50

ZERH Target Score: 54

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



**SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY**

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 213,
CHARLOTTESVILLE, VA 22903

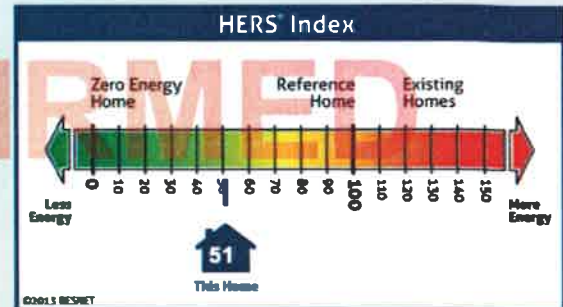
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Standard Features of ENERGY STAR Certified New Homes and Apartments

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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM₅₀ / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
75.6 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.12 / 100 ft²)

Construction)

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

TBD HICKORY ST - UNIT 213,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

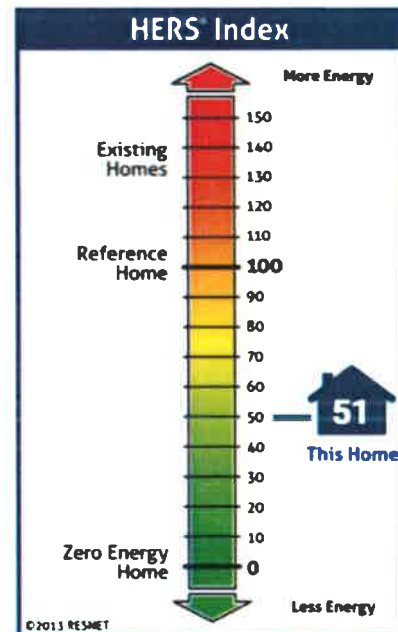
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 51

ZERH Target Score: 54

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: **PIEDMONT HOUSING ALLIANCE**

Permit Date/Number:

Home/Unit Address: **TBD HICKORY ST - UNIT 214,
CHARLOTTESVILLE, VA 22903**

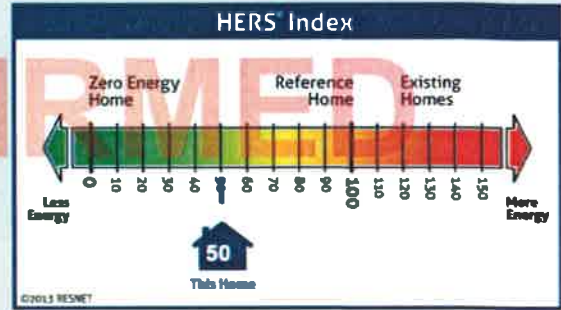
Rating Company: **Think Little Home Energy LLC**

Rater ID Number: **4837591**

Rating Date:

Oversight By: **RESNET**

Program/Version Number: **Multifamily V1**



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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: **0.3 CFM50 / s.f. Shell Area**

Primary Insulation Levels:

Ceiling: **R-13** Floor: **R-19**
Wall: **R-26** Slab: **N/A**

Primary Window Efficiency:

U-Value: **0.3** SHGC: **0.4**

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: Duct Leakage to Outdoors:
75.6 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.12 / 100 ft²)

Construction)
Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: **100%**

ENERGY STAR Certified Appliances and Fans:

Refrigerators: **0** Dishwashers: **0**
Ceiling Fans: **0** Exhaust Fans: **0**

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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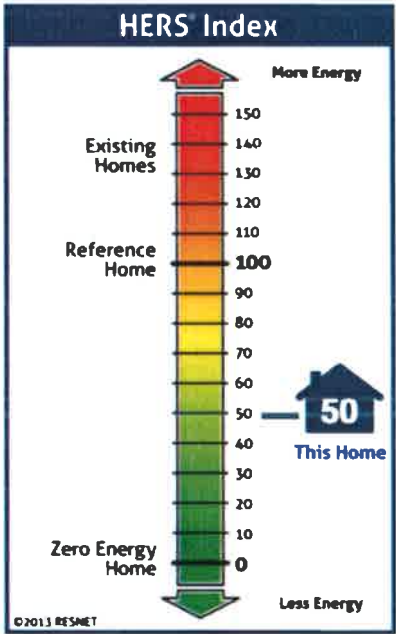
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UNCONFIRMED

Address: TBD HICKORY ST - UNIT 214, CHARLOTTESVILLE, VA 22903
Builder: PIEDMONT HOUSING ALLIANCE
Inspector: Think Little Home Energy LLC
Date:
HERS Score: 50
ZERH Target Score: 54



THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING: ENERGY STAR MF V1.1 ENERGY STAR MF V1.0

SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767
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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 313,
CHARLOTTESVILLE, VA 22903

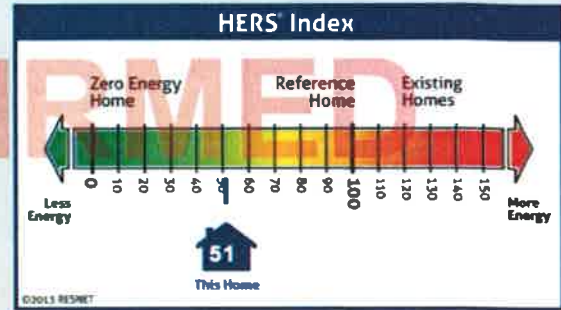
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-29 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

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Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
75.6 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.12 / 100 ft²)

Construction)
Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

approved by EPA. Because the version of Standard 301 used to calculate this index may not align with the version referenced by code, this value is not intended to be used to demonstrate compliance with code. Note that when a home or apartment contains multiple performance levels for a particular feature (e.g., window efficiency or insulation levels), the predominant value is shown. Also, homes and apartments may be certified

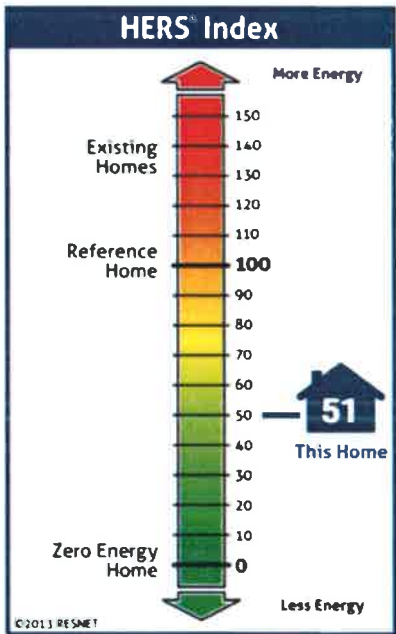
to earn the ENERGY STAR using a sampling protocol, whereby one home or apartment is randomly selected from a set for representative inspections and testing. In such cases, the features found in each home or apartment within the set are intended to meet or exceed the values presented on this certificate. The actual values for your home or apartment may differ, but offer equivalent or better performance.



YOUR HOME WAS DESIGNED, ENGINEERED, AND CONSTRUCTED IN CONFORMANCE TO U.S DEPARTMENT OF ENERGY (DOE) GUIDELINES FOR EXTRAORDINARY LEVELS OF EXCELLENCE AND QUALITY.

UNCONFIRMED

Address: TBD HICKORY ST - UNIT 313, CHARLOTTESVILLE, VA 22903
Builder: PIEDMONT HOUSING ALLIANCE
Inspector: Think Little Home Energy LLC
Date:
HERS Score: 51
ZERH Target Score: 54



THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING: ENERGY STAR MF V1.1 ENERGY STAR MF V1.0

SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767
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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: **PIEDMONT HOUSING ALLIANCE**

Permit Date/Number:

Home/Unit Address: **TBD HICKORY ST - UNIT 314,
CHARLOTTESVILLE, VA 22903**

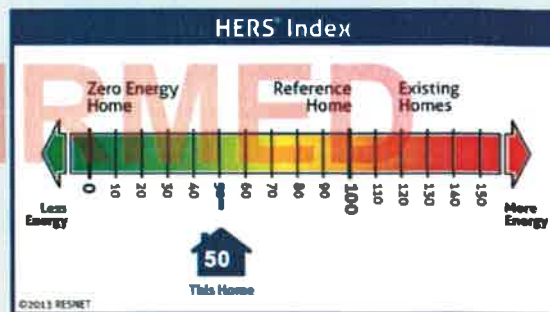
Rating Company: **Think Little Home Energy LLC**

Rater ID Number: **4837591**

Rating Date:

Oversight By: **RESNET**

Program/Version Number: **Multifamily V1**



This value is not intended to be used for code compliance.

Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: **0.3 CFM50 / s.f. Shell Area**

Primary Insulation Levels:

Ceiling: **R-29** Floor: **R-19**
Wall: **R-26** Slab: **N/A**

Primary Window Efficiency:

U-Value: **0.3** SHGC: **0.4**

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: Duct Leakage to Outdoors:
75.6 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.12 / 100 ft²)

Construction)

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: **100%**

ENERGY STAR Certified Appliances and Fans:

Refrigerators: **0** Dishwashers: **0**
Ceiling Fans: **0** Exhaust Fans: **0**

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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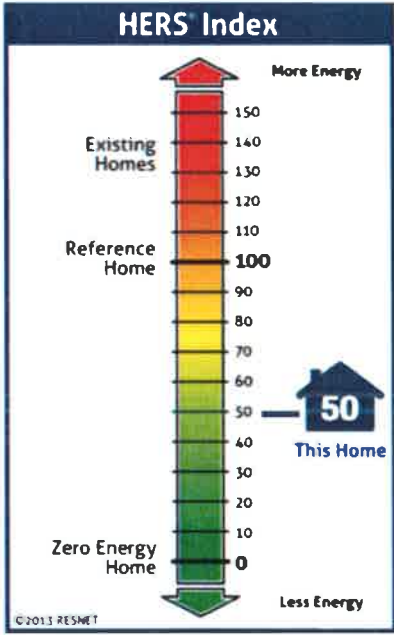
YOUR HOME WAS DESIGNED, ENGINEERED,
AND CONSTRUCTED IN CONFORMANCE TO
U.S DEPARTMENT OF ENERGY (DOE)
GUIDELINES FOR EXTRAORDINARY LEVELS
OF EXCELLENCE AND QUALITY.

ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:
TBD HICKORY ST - UNIT 314,
CHARLOTTESVILLE, VA 22903
Builder: PIEDMONT HOUSING ALLIANCE
Inspector: Think Little Home Energy LLC
Date:

HERS Score: 50
ZERH Target Score: 54



THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0

SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767
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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 200,
CHARLOTTESVILLE, VA 22903

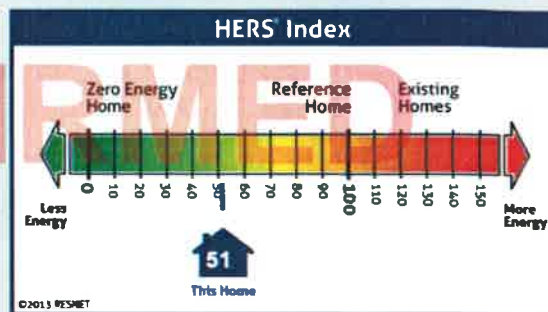
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



This value is not intended to be used for code compliance.

Standard Features of ENERGY STAR Certified New Homes and Apartments

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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
75.6 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.11 / 100 ft²)

Construction)

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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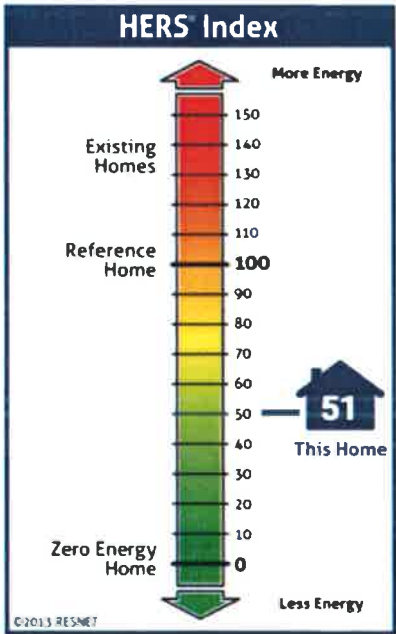
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UNCONFIRMED

Address: TBD HICKORY ST - UNIT 200, CHARLOTTESVILLE, VA 22903
Builder: PIEDMONT HOUSING ALLIANCE
Inspector: Think Little Home Energy LLC
Date:
HERS Score: 51
ZERH Target Score: 54



THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING: ENERGY STAR MF V1.1 ENERGY STAR MF V1.0

SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767
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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 300,
CHARLOTTESVILLE, VA 22903

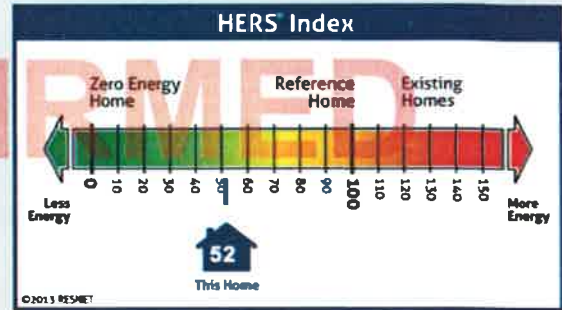
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Standard Features of ENERGY STAR Certified New Homes and Apartments

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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-29 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
75.6 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.11 / 100 ft²)

Construction)
Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

TBD HICKORY ST - UNIT 300,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

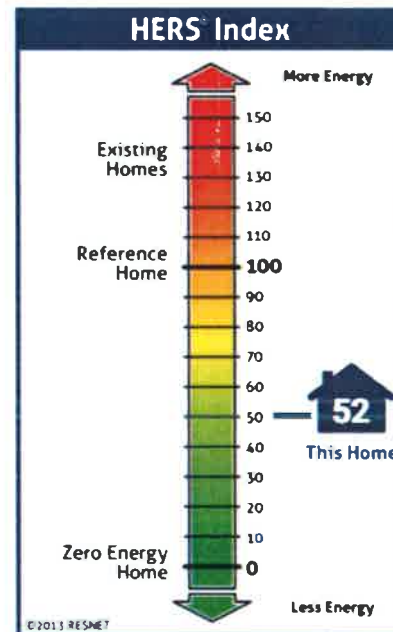
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 52

ZERH Target Score: 54

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: **PIEDMONT HOUSING ALLIANCE**

Permit Date/Number:

Home/Unit Address: **TBD HICKORY ST - UNIT 201,
CHARLOTTESVILLE, VA 22903**

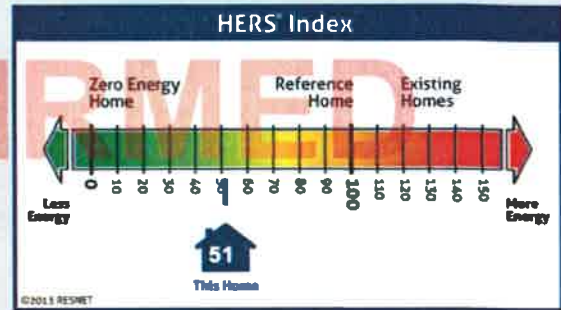
Rating Company: **Think Little Home Energy LLC**

Rater ID Number: **4837591**

Rating Date:

Overight By: **RESNET**

Program/Version Number: **Multifamily V1**



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Standard Features of ENERGY STAR Certified New Homes and Apartments

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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: **0.3 CFM50 / s.f. Shell Area**

Primary Insulation Levels:

Ceiling: **R-13** Floor: **R-19**
Wall: **R-26** Slab: **N/A**

Primary Window Efficiency:

U-Value: **0.3** SHGC: **0.4**

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: Duct Leakage to Outdoors:
75.6 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.07 / 100 ft²)

Construction)

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: **100%**

ENERGY STAR Certified Appliances and Fans:

Refrigerators: **0** Dishwashers: **0**
Ceiling Fans: **0** Exhaust Fans: **0**

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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ZERO ENERGY READY HOME

UNCONFIRMED

U.S. DEPARTMENT OF ENERGY

Address:

TBD HICKORY ST - UNIT 201,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

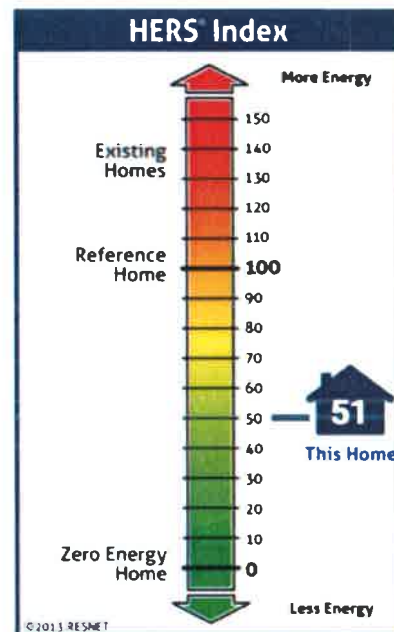
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 51

ZERH Target Score: 54

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: **PIEDMONT HOUSING ALLIANCE**

Permit Date/Number:

Home/Unit Address: **TBD HICKORY ST - UNIT 301,
CHARLOTTESVILLE, VA 22903**

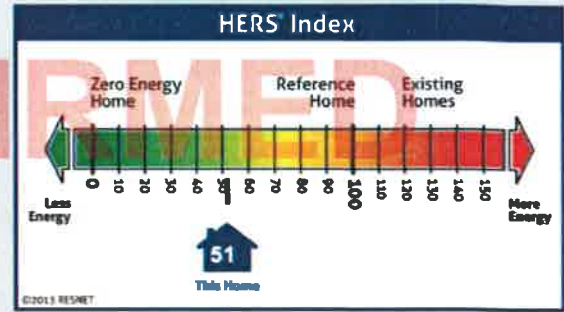
Rating Company: **Think Little Home Energy LLC**

Rater ID Number: **4837591**

Rating Date:

Oversight By: **RESNET**

Program/Version Number: **Multifamily V1**



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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: **0.3 CFM50 / s.f. Shell Area**

Primary Insulation Levels:

Ceiling: **R-29** Floor: **R-19**
Wall: **R-26** Slab: **N/A**

Primary Window Efficiency:

U-Value: **0.3** SHGC: **0.4**

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

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Total Duct Leakage: Duct Leakage to Outdoors:
75.6 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.07 / 100 ft²

Construction)
Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: **100%**

ENERGY STAR Certified Appliances and Fans:

Refrigerators: **0** Dishwashers: **0**
Ceiling Fans: **0** Exhaust Fans: **0**

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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OF EXCELLENCE AND QUALITY.

ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

TBD HICKORY ST - UNIT 301,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

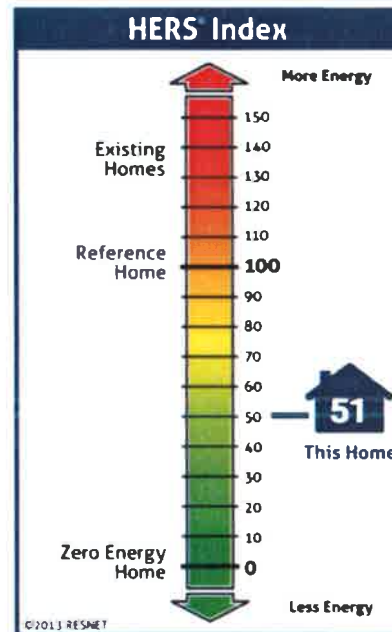
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 51

ZERH Target Score: 54

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR[®] CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 111,
CHARLOTTESVILLE, VA 22903

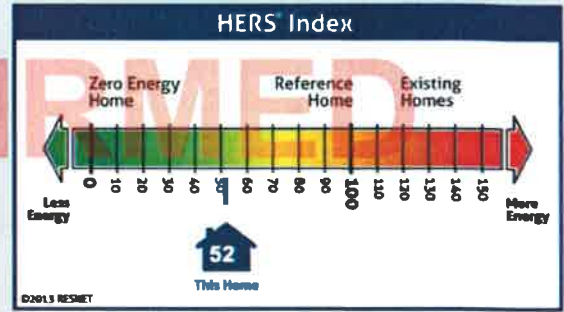
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
75.6 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.03 / 100 ft²

Construction)
Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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YOUR HOME WAS DESIGNED, ENGINEERED,
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GUIDELINES FOR EXTRAORDINARY LEVELS
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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

TBD HICKORY ST - UNIT 111,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

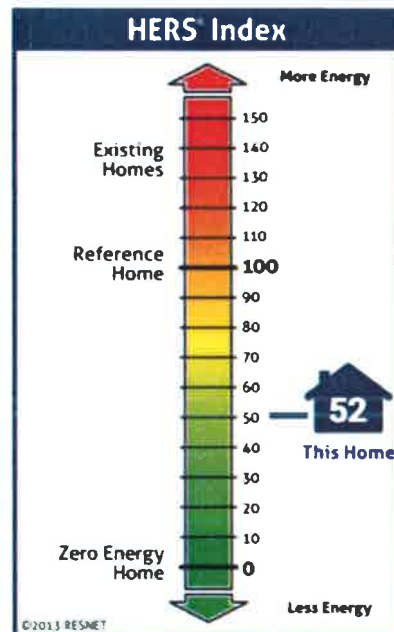
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 52

ZERH Target Score: 55

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 211,
CHARLOTTESVILLE, VA 22903

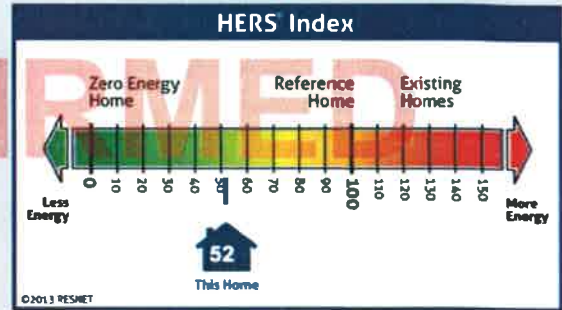
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Standard Features of ENERGY STAR Certified New Homes and Apartments

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Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-13 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

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Total Duct Leakage: **Duct Leakage to Outdoors:**
75.6 CFM @ 25Pa (Post- 20 CFM @ 25Pa (2.03 / 100 ft²

Construction)
Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

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UNCONFIRMED

Address:

TBD HICKORY ST - UNIT 211,
CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

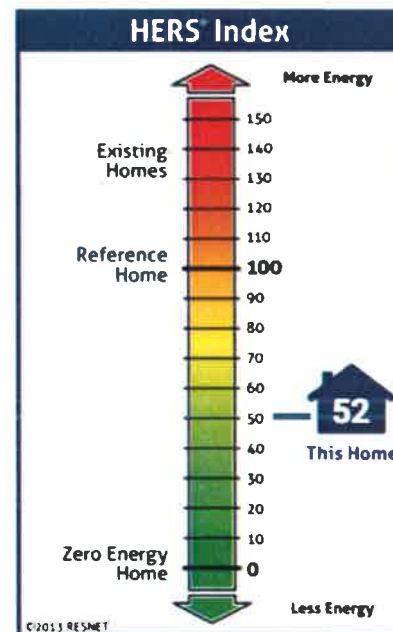
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 52

ZERH Target Score: 55

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNITS 303, 305,
307, 309, CHARLOTTESVILLE, VA
22903

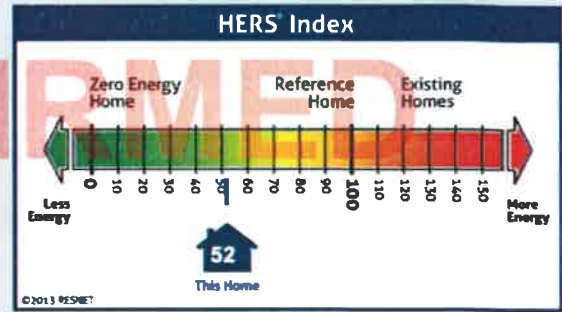
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Standard Features of ENERGY STAR Certified New Homes and Apartments

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A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-29 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.3 **SHGC:** 0.4

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

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Construction)
Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 12.1 HSPF

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

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UNCONFIRMED

Address:

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CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

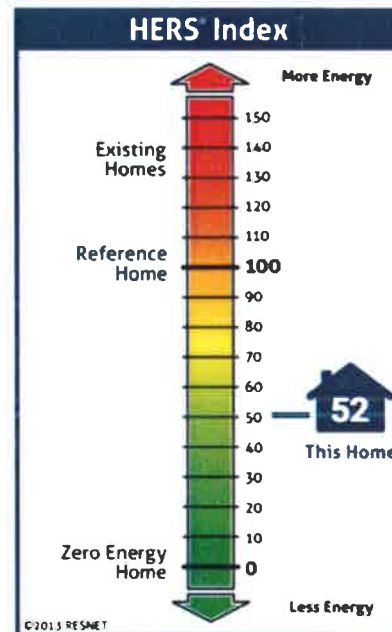
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 52

ZERH Target Score: 55

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNITS 306, 308,
CHARLOTTESVILLE, VA 22903

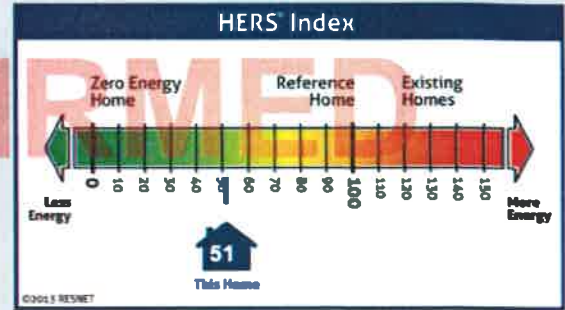
Rating Company: Think Little Home Energy LLC

Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-29 **Floor:** R-19
Wall: R-26 **Slab:** N/A

Primary Window Efficiency:

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Construction)
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Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 18 SEER

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

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UNCONFIRMED

Address:

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CHARLOTTESVILLE, VA 22903

Builder: PIEDMONT HOUSING ALLIANCE

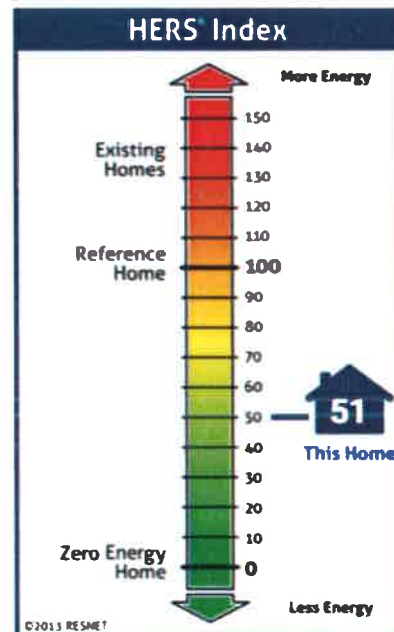
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 51

ZERH Target Score: 55

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
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Ekotrope RATER - Version 3.2.4.2767

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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: PIEDMONT HOUSING ALLIANCE

Permit Date/Number:

Home/Unit Address: TBD HICKORY ST - UNIT 310,
CHARLOTTESVILLE, VA 22903

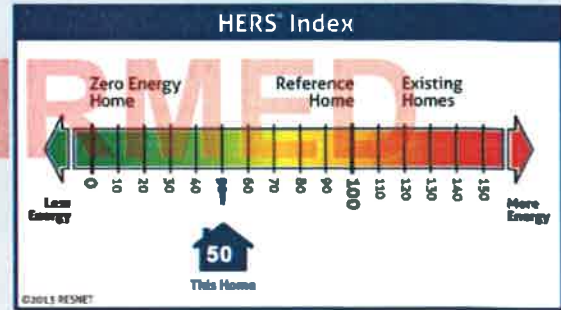
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Rater ID Number: 4837591

Rating Date:

Oversight By: RESNET

Program/Version Number: Multifamily V1



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Primary Insulation Levels:

Ceiling: R-29 **Floor:** R-19
Wall: R-26 **Slab:** N/A

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Water Management System

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Address:

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Builder: PIEDMONT HOUSING ALLIANCE

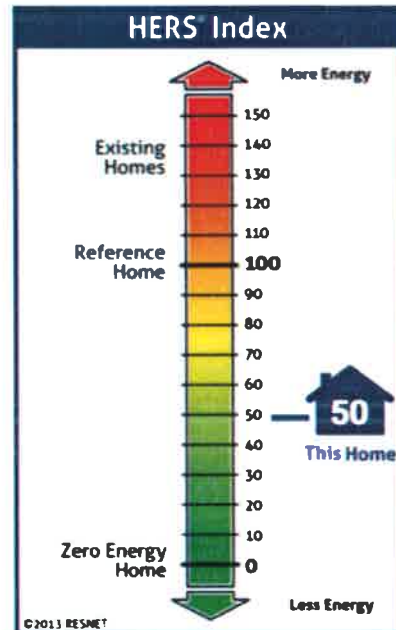
Inspector: Think Little Home Energy LLC

Date:

HERS Score: 50

ZERH Target Score: 54

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
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Tab G:

Zoning Certification Letter (MANDATORY)



COUNTY OF ALBEMARLE
Department of Community Development
401 McIntire Road, North Wing
Charlottesville, Virginia 22902-4596

Phone (434) 296-5832

Fax (434) 972-4126

December 28, 2020

Many Burbage
682 Berkmar Cir.
Charlottesville, VA 22901
mburbage@piedmonthousing.org

RE: LZC202000032 - Parcel ID 07600-00-00-051A0 (1.23 Acres), 699 Old Lynchburg Rd. and Parcel ID 09000-00-00-01A00 (8.83 acres) (the "Property"), Owner – Southwood Charlottesville LLC 967 2nd St. SE Charlottesville, VA 22902

To Whom It May Concern:

In response to your request for a Letter of Zoning Compliance for the above referenced Property, please be advised of the following:

- The Property is zoned Neighborhood Model District ("NMD") per Zoning Map Amendment ZMA201800003 "Southwood Phase I," approved August 21, 2019 with proffers. The permitted uses of the Property can be found in the code of development approved alongside the rezoning application above. The most recent version of the code of development is dated July 29, 2019.
- The Property is located in Blocks 11 and 12 of the approved code of development. The proposed LIHTC apartment units in Blocks 11 and 12 are permitted uses of the property. The proposed number of units are within the permitted densities in these blocks.
- There are no open building or zoning violations on file associated with the Property.
- Copies of any applicable records may be obtained via the noted links or from this office with a request through the department's Records Manager, Paul Bjornsen, at pbjornsen@albemarle.org once they have been approved or issued.

Please contact me if you have questions or require additional information.

Sincerely,

Kevin McCollum
Planner
Designee to the Zoning Administrator

December 28, 2020
LZC2020-00032
Page 2

Attachments:

Links shown can be copied and pasted into web browser

Attachment 1: Zoning Certification as requested by the Virginia Housing Development Authority

Zoning Map – https://gisweb.albemarle.org/gpv_51/Viewer.aspx?state=186609149273

GIS Map - https://gisweb.albemarle.org/gpv_51/Viewer.aspx?state=047807790349

ZMA201800003 -

<https://ifweb.albemarle.org/weblink/search.aspx?dbid=3&searchcommand=%7b%5bCDD-Planning%5d:%5bApplicationNumber%5d=%22ZMA201800003%22%7d>

Zoning Certification

DATE:

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

RE: ZONING CERTIFICATION

Name of Development: Southwood, Blocks 11 & 12

Name of Owner/Applicant: Piedmont Housing Alliance

Name of Seller/Current Owner: Southwood Charlottesville, LLC

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

DEVELOPMENT DESCRIPTION:

Development Address:
N/A

Legal Description:
A +/-2.99 acre parcel described in the COD as "Block 12" and a +/- 1.75-acre
parcel consisting of the northernmost portion of "Block 11" described in the COD, the location of
which parcels is shown on Exhibit A, but excluding any portion thereof conveyed to the County
or the Commonwealth of Virginia for right of way

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>130</u>	# Units	<u>3</u>	# Buildings	<u>68,678 sf</u>	Approx. Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Approx. Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Approx. Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: Neighborhood Model District allowing a density of 34 units/ acre units per acre, and the following other applicable conditions: _____

Other Descriptive Information:

The proposed development includes one building in Block 11 that will contain 51 LIHTC apartments and two buildings in Block 12 that will contain 79 LIHTC apartments.

LOCAL CERTIFICATION:

Check one of the following as appropriate:

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

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



Signature

Kevin McCollum

Printed Name

Planner, Designee to the Zoning Administrator

Title of Local Official or Civil Engineer

434 - 296 - 5832 ext. 3141

Phone:

12/28/2020

Date:

NOTES TO LOCALITY:

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

Tab H:

Attorney's Opinion (MANDATORY)

December 19, 2022

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

RE: 2022 Tax Credit Reservation Request

Name of Development: Southwood Apartments B
Name of Owner: Southwood Block 11 LLC

Ladies and Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated December 19, 2022 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs sections of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

3. The 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.
4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
5. 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.
6. The nonprofit organization's 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 the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

Klein Hornig LLP

By: 
Erik T. Hoffman
Its: Partner

Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

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

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



Non-profit Questionnaire

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

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

1. General Information

- Name of development: Southwood Apartments B
- Name of owner/applicant: Southwood Block 11 LLC
- Name of non-profit entity: Piedmont Housing Alliance
- Address of principal place of business of non-profit entity:
682 Berkmar Circle, Charlottesville, VA 22901
- Tax exempt status: 501(c)(3) 501(c)(4) 501(a)
- Date of legal formation of non-profit (must be prior to application deadline); 06/24/1983
evidenced by the following documentation: State Corporation Commission Letter
- Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):
05/17/17 (original letter dated February 2985)
- Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):
To combat community deterioration, lessen the burdens of government, and promote social welfare by the development and provision of new residential housing; to build or cause to be built, and to rehabilitate or cause to be rehabilitated, housing units for persons of low-income or moderate-income ..., and to rent or sell such units to persons or families in order to provide affordable housing."
- How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?
51 (53 on 01/03/24) How many part time, paid staff members? 4

Describe the duties of all staff members:

Staff include Executive Director, Deputy Director, Director of Justice, Equity, Diversity & Inclusion; Chief Financial Officer, Accounting Manager, and Operations Manager; Director of Real Estate Development, RE Development Managers; Director of Housing Counseling and Economic Opportunity, Housing Counselors, Economic Opportunity Coordinator and Project Manager; Community Organizer, Community Center Coordinator, and Community Outreach Assistant; Director of Property Management, Regional Comm. Manager; Compliance Manager, Community Managers, Maintenance Supervisor and Maintenance Technicians; Director and Assist. Dir. of Development & Communications.

Non-profit Questionnaire, cont'd

- Does the non-profit share staff with any other entity besides a related non-profit described above?

Yes No If yes, explain in detail: _____

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

Revenue includes federal, state, and local government sources (including HUD, VA DHCD, City of Charlottesville and Counties of Albemarle, Fluvanna and Louisa), Virginia Housing, foundations, earned revenue (such as developer and asset management fees), and corporate and individual donations.

- List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:

See the attached list.

2. Non-profit Formation

- If this is your first Non-profit Questionnaire in Virginia please explain in detail the genesis of the formation of the non-profit; otherwise please skip this question:

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

Yes No If yes, explain in detail:

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

Yes No If yes, explain:

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

Yes No If yes, explain:

Non-profit Questionnaire, cont'd

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

Yes No, If yes, explain: _____

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

Yes No

- Explain any experience you are seeking to claim as a related or subsidiary non-profit.

3. Non-profit Involvement

- Is the non-profit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in

§42(i)(1) of the Code)?

Yes No

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

Yes No

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

Yes No

If no to either 3a.i or 3a.ii above, specifically describe the non-profit's ownership interest:

- (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?

This provision is in section 3 of the Operating Agreement for Southwood Block 11 LLC. Piedmont Housing Alliance is the sole member and manager of the ownership entity's Managing Member, namely, Southwood Block 11 MM LLC..

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

- 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? The Right of First Refusal is included in this application and will be an

attachment/exhibit of the Amended and Restated Operating Agreement.

Non-profit Questionnaire, cont'd

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:

- 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 non-profit's proposed involvement in the construction or rehabilitation of the Development:

Piedmont Housing Alliance will manage all aspects of the development's construction, including selection and oversight of all development team members, including the architect and general contractor.

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

As the sole member and manager of the ownership entity's Managing Member, Piedmont Housing Alliance will manage all aspects of operations, from marketing and lease-up through compliance. The property management company (Alliance Management) is a wholly-owned affiliate of Piedmont Housing Alliance (PHA).

- (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:

PHA will invest more than 1,000 hours annually to this venture during development. The Executive Director will devote at least 150 hours to the project, providing oversight and strategic direction. The Director of Real Estate will devote at least 350 hours to the project, providing leadership and oversight to the development team, and the project manager will devote at least 500 hours to daily project oversight.

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

This is not a joint venture.

- Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?

Yes No If yes,

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

- Will the non-profit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services? Yes No If yes, explain the amount and source of the funds for such payments.
-
-

Non-profit Questionnaire, cont'd

- 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.

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

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

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

Non-profit Questionnaire, cont'd

4. Virginia and Community Activity

- Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia? Yes No
- Define the non-profit's geographic target area or population to be served:
Thomas Jefferson Planning District (Region 10): City of Charlottesville and the Counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson.
- Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?
 Yes No If yes, or no, explain nature, extent and duration of any service:
PHA has been based in Charlottesville and serving the Charlottesville-Albemarle County area since 1983. It has an ownership interest in over 500 units of affordable housing in the Charlottesville-Albemarle area. At these communities, PHA offers youth programs, financial and housing counseling, and resident leadership and community building. Its management arm manages 13 communities with almost 700 apartment-homes.
- Does the non-profit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the non-profit on design, location of sites, development and management of affordable housing? Yes No If yes, explain:
PHA's Board of Directors adopted a process for public engagement in August 2015.
- Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the non-profit to solicit contributions/donations in the target community?
 Yes No
- Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?
 Yes No If yes, explain:
Piedmont Housing Alliance has long-standing, financially supportive relationships with the City of Charlottesville and Virginia Housing, as well as local foundations and individuals.
- Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? Yes No If yes, describe the general discussion points:
Redevelopment of the Southwood Mobile Home Park is a community-driven effort led by the Greater Charlottesville Habitat for Humanity. Habitat purchased the property in 2007 with a goal of redeveloping the community into a model of mixed-income, mixed-tenure, sustainable development. The residents of Southwood have been involved in all aspects of planning of the project, including review and approval of building design.
- Are at least 33% of the members of the board of directors representatives of the community being served? Yes No If yes,
 - (i) low-income residents of the community? Yes No
 - (ii) elected representatives of low-income neighborhood organizations? Yes No

Non-profit Questionnaire, cont'd

- Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)? Yes No
- 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:
PHA's Board of Directors meets every over month in a location that is easily accessible to the entire community
- Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? Yes No
- Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses? Yes No If yes, explain in detail: PHA receives annual operating support from the City of Charlottesville and the Counties of Albemarle, Fluvanna and Louisa.
- 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: PHA is a locally designated CHDO. The City of Charlottesville has recognized PHA with annual funding for affordable housing development and management, and is the only organization regularly funded for rental housing development and management.
- 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).
See the attached schedule.
- 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).
Virnita Court - Charlottesville, VA - 2005 application - Placed in Service 2008 - Limited Partner exiting LP; execution of ROFR pending
Monticello Vista Apartments - Charlottesville, VA - 2008 application - PIS 2009 - In operation
Crozet Meadows Apartments - Crozet, VA - 2009 application - PIS 2010 - In operation
Friendship Court Phase I - Charlottesville, VA - 2019 application - LIHTC award - Under construction
- To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before? Yes No
- Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources? Yes No If yes, explain the need identified:

Non-profit Questionnaire, cont'd

5. Attachments

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

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

December 14, 2022
Date



Owner/Applicant

By: Sunshine Mathon-Ex Dir of PHA,

Its: Sole Mgr of Owner Managing Member

Title

Piedmont Housing Alliance


Non-profit

December 14, 2022
Date

DocuSigned by:

By: 02869E3BDABC4A7

Board Chairman

By: 

Executive Director

piedmonthousingalliance.org

682 Berkmar Circle
Charlottesville, Virginia 22901
434 817 2436



Board of Directors

Crystal Napier – President – Joined 2015
Roxanne Carter-Johnson – Vice President – Joined 2019
Krystal Vest – Secretary – Joined 2021
Ken Shevlin – Treasurer – Joined 2017
Marjorie Adam – Joined 2016
Jay Bartlow – Joined 2018
Geraldina Gonzalez – Joined 2019
Victoria Lewis – Joined 2020
Dave Paulson – Joined 2015
Najeeb Popal – Joined 2019
Frank Stoner – Joined 2015

All Directors are residents of the City of Charlottesville or the surrounding counties of Albemarle, Fluvanna, Greene, Nelson, and Louisa. Additional information about the Directors (such as their occupations and residential addresses) will be provided upon request.



Joint Ventures with For-Profit Entities

Development Name	Location	Date of		Non-Profit's Role	Principals of JV Partner	General		Result of	
		Application	Application			Contractor	Name of Mgmt. Co	Application	Current Status
Lovingston Ridge	Nelson County	2012		10% GP, ROFR	HEGM Corporation (90% of GP)	WB Const.	GEM Management	Funded	In Operation
Lily Ridge	Greene County	2013		10% GP, ROFR	HEGM Corp. & Surber Development (45% each)	WB Const.	GEM Management	Funded	In Operation
Carlton Views I	Charlottesville	2017		10% GP, ROFR	Niente, LLC & QUALCOSA, LLC (45% each)	KBS Const.	Alliance Management	Funded	In Operation
Hawk's Landing	Ruckersville, VA	2018		10% GP, ROFR	Solstice Partners LLC - Catherine F Connors	Mills Const.	GEM Management	Funded	In Operation

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

NOT APPLICABLE

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

RESOLUTION

WHEREAS, the County of Albemarle is committed to ensuring that safe, decent, affordable, and accessible housing is available for all residents; and

WHEREAS, Albemarle County is committed to engaging actively in redevelopment and revitalization in the County's Development Areas; and

WHEREAS, Albemarle County supports the redevelopment of the Southwood Mobile Home Park to mixed-income community; and

WHEREAS, the Piedmont Housing Alliance proposes to construct 127-units of affordable rental housing in Southwood Redevelopment Phase 1 on Blocks 11 and 12 (Tax Map Parcel 09000-00-00-001A) east of Hickory Street and south of Old Lynchburg Road, utilizing Low Income Housing Tax Credit (LIHTC) financing; and

WHEREAS, pursuant to Virginia Code Section 36-55:30.2.A, Virginia Housing may provide LIHTC financing for projects enhancing economically mixed communities located within Revitalization Areas.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby certifies the above-referenced development is located in a Revitalization Area in the County of Albemarle, Virginia, and that the revitalization area is blighted, deteriorated or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions: dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition; and

BE IT FURTHER RESOLVED that the Board of Supervisors has determined that 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.

I, Claudette K. Borgersen, do hereby certify that the foregoing writing is a true, correct copy of a Resolution duly adopted by the Board of Supervisors of the County of Albemarle, Virginia by a vote of six to zero, as recorded below, a regular meeting held on February 3, 2021.


Clerk, Board of County Supervisors

	Aye	Nay
Mr. Gallaway	<u>Y</u>	—
Ms. LaPisto-Kirtley	<u>Y</u>	—
Ms. Mallek	<u>Y</u>	—
Ms. McKeel	<u>Y</u>	—
Ms. Palmer	<u>Y</u>	—
Ms. Price	<u>Y</u>	—

Tab K.2

Location Map

Southwood Apartments



SOUTHWOOD APARTMENTS B
Southeast Corner of Old Lynchburg Road & Hickory Street
(2200 Swallowtail Road – pending street address)
Charlottesville, VA 22902



Tab K.3

Surveyor's Certification of Proximity To Public
Transportation

Surveyor's Certification of Proximity to Transportation

DATE: *December 16, 2022*

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

RE: 2022 Tax Credit Reservation Request

Name of Development: Southwood Apartments B
Name of Owner: Southwood Block 11 LLC

Ladies and Gentlemen:


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

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

- 2,640 feet or 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.



Timmons Group
Firm Name

By: Joseph C. Medley 

Its: Survey Group Leader
Title

Tab L:

PHA / Section 8 Notification Letter



PHA or Section 8 Notification Letter

Development Name: Southwood Apartments B

Tracking #: 2022-TEB-129

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: December 15, 2022

TO: Philip Holbrook
1600 5th Street, Suite B
Charlottesville, VA 22902

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Southwood Apartments B

Name of Owner: Southwood Block 11 LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from the Virginia Housing Development Authority (VHDA). We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on October 1, 2024 (date).

The following is a brief description of the proposed development:

Development Address:

SE Corner of Old Lynchburg Rd & Hickory St (pending address: 2200 Swallowtail Lane)

Charlottesville, VA 22902

Proposed Improvements:

New Constr.: 51 # units 1 # Bldgs
 Adaptive Reuse: # units # Bldgs
 Rehabilitation: # units # Bldgs

Proposed Rents:

Efficiencies: \$ / month
 1 Bedroom Units: \$ 1079 / month
 2 Bedroom Units: \$ 1290 / month
 3 Bedroom Units: \$ / month
 4 Bedroom Units: \$ / month

Other Descriptive Information:

Southwood Apartments B will be a part of the redevelopment of the Southwood Mobile Home Park in Albemarle County, a critical community revitalization effort led by the local Habitat for Humanity. Southwood Apartments will consist of 51 units in Section B and 70 units in Section A. Southwood B will offer a mix of 1- and 2-bedroom units, community and fitness rooms,

PHA or Section 8 Notification Letter

and an on-site leasing office. The building will be 4 stories and have an elevator.

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (434) 422-4869.

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

Sincerely yours,

Ernecia Coles

Ernecia Coles

Name

Real Estate Development Manager

Title

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

Seen and Acknowledged By:

Philip M. Holbrook

Printed Name:

Philip Holbrook

Title:

Housing Program Manager

Phone:

(434) 972-4011 x3356

Date:

12/15/2022

Tab M:

Locality CEO Response Letter

NOT APPLICABLE

Tab N:

Homeownership Plan

NOT APPLICABLE

Tab O:

Plan of Development Certification Letter

NOT APPLICABLE

Tab P:

Developer Experience documentation and Partnership agreements

Virginia Housing Experienced LIHTC Developers

Notes:

Updated: 3/09/2022

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

AHDC	Fitch, Hollis M.	Melton, Melvin B.
Alexander, Randall P.	Fore, Richard L.	Midura, Ronald J.
Arista, Roberto	Franklin, Wendell C.	Mirmelstein, George
Asarch, Chad	Franklin, Taylor	Nelson, IV, John M.
Ayd, Tom	Friedman, Mitchell M.	Orth, Kevin
Barnhart, Richard K.	Gardner, Mark E.	Page, David
Baron, Richard	Goldberg, Jeffrey	Parent, Brian
Bennett, Vincent R. 8	Gunderman, Timothy L.	Park, Richard A.
Burns, Laura P.	Hamilton, J. Ryan	Park, William N.
Chapman, Tim	Haskins, Robert G.	Pasquesi, R.J.
Cohen, Howard Earl	Hardee, Carl	Pedigo, Gerald K.
Connelly, T. Kevin	Heatwole, F. Andrew	Poulin, Brian M.
Connors, Cathy	Honeycutt, Thomas W.	Queener, Brad
Copeland, M. Scott	Hunt, Michael C.	Rappin, Steve
Copeland, Robert O.	Iglesias, Adrian	Ripley, F. Scott
Copeland, Todd A.	Jaeger, Jeffrey	Ripley, Ronald C.
Cordingley, Bruce A.	Jester, M. David	Ross, Stephen M.
Counselman, Richard	Johnston, Thomas M.	Saizar, Tony
Crosland, Jr., John	Jones Kirkland, Janice	Sari, Lisa A.
Curtis, Lawrence H.	Kirkland, Milton L.	Sciocfino, Richard
Daigle, Marc	Kittle, Jeffery L.	Sinito, Frank T.
Dambly, Mark H.	Koogler, David M.	Stockmaster, Adam J.
Deutch, David O.	Koogler, David Mark	Stoffregen, Phillip J.
Dischinger, Chris	Lancaster, Dale	Surber, Jen
Douglas, David D.	Lawson, Phillip O.	Taft, Sr., Thomas F.
Edmondson, Jim	Lawson, Steve	Uram, David
Edson, Rick	Leon, Miles B.	Valey, Ernst
Edwards, Jr Arthur W.	Lewis, David R.	Wilson, Stephen
Ellis, Gary D 28 Fekas,	Levitt, Michael	Woda, Jeffrey J.
William L.	Margolis, Robert B.	Wohl, Michael D.
	McCormack, Kevin	Wolfson, III, Louis
	McNamara, Michael L.	

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 LEDIC Realty Company, LLC
- 16 Newport News RHA
- 17 NHT Communities
- 18 Norfolk Redevelopment Housing Authority
- 19 People Incorporated
- 20 Piedmont Housing Alliance
- 21 Preserving US, Inc.
- 22 Portsmouth RHA
- 23 RHA/Housing, Inc.
- 24 Rush Homes
- 25 The Community Builders
- 26 Virginia Supportive Housing
- 27 Virginia United Methodist Housing Development Corporation
- 28 Wesley Housing Development Corporation

Tab Q:

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

NOT APPLICABLE

Tab R:

Documentation of Operating Budget and Utility Allowances

M. OPERATING EXPENSES**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$3,825
2. Office Salaries			\$0
3. Office Supplies			\$2,550
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$34,939
<u>5.00%</u> of EGI	<u>\$685.08</u>	Per Unit	
6. Manager Salaries			\$27,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$2,040
9. Auditing			\$3,825
10. Bookkeeping/Accounting Fees			\$3,825
11. Telephone & Answering Service			\$20,400
12. Tax Credit Monitoring Fee			\$1,785
13. Miscellaneous Administrative			\$6,375
Total Administrative			\$106,564
Utilities			
14. Fuel Oil			\$0
15. Electricity			\$5,100
16. Water			\$6,375
17. Gas			\$0
18. Sewer			\$6,375
Total Utility			\$17,850
Operating:			
19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$10,200
22. Exterminating			\$1,785
23. Trash Removal			\$6,375
24. Security Payroll/Contract			\$4,080
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$7,650
28. Maintenance/Repairs Payroll			\$24,500
29. Repairs/Material			\$12,750
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$5,000
32. Heating/Cooling Repairs & Maintenance			\$4,080
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$2,550
35. Decorating/Payroll/Contract			\$4,080
36. Decorating Supplies			\$0
37. Miscellaneous			\$24,480
Totals Operating & Maintenance			\$107,530

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$40,596
39. Payroll Taxes	\$5,100
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$12,750
42. Fidelity Bond	\$0
43. Workman's Compensation	\$1,020
44. Health Insurance & Employee Benefits	\$12,750
45. Other Insurance	\$0
Total Taxes & Insurance	\$72,216
Total Operating Expense	\$304,160

Total Operating Expenses Per Unit \$5,964 **C. Total Operating Expenses as % of EGI** 43.53%

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum) \$15,300

Total Expenses	\$319,460
-----------------------	------------------

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

Southwood Apartments B - Utility Allowances

Utilities	Enter Allowances by Bedroom Size					Source
	0-BR	1-BR	2-BR	3-BR	4-BR	
Heating	0	3	5	0	0	Think Little
Air Conditioning	0	2	3	0	0	Think Little
Cooking	0	5	6	0	0	Think Little
Lighting	0	27	30	0	0	Think Little
Hot Water	0	14	19	0	0	Think Little
Water	0	22	29	0	0	Albemarle County UA
Sewer	0	27	34	0	0	Albemarle County UA
Trash	0	0	0	0	0	
Total utility allowance for costs paid by tenant	\$0	\$100	\$126	\$0	\$0	

March 9, 2021

Andy Miller - Director of Real Estate Development
Piedmont Housing Alliance
682 Berkmar Circle
Charlottesville, VA 22901

Re: Southwood Block 12, Monthly Electrical Utility Estimates

Andy,

Please see below the results of the Energy Consumption Models for Southwood Block 12. For each apartment type (1-bed, 2-bed, 3-bed), the results are a weighted average for the 3 levels and various unit orientations. I used Ekotrope software version 3.2.4.2627 for the analysis. The data inputs into the software are based on the preliminary drawings and specifications, as well as conservative assumptions around unknowns such as unit air-tightness.

Sincerely,



John C. Semmelhack
Owner - Think Little
RESNET HERS Rater #4837591

Southwood Block 12: Average monthly energy cost projection			
	1-BED	2-BED	3-BED
HEATING	\$3	\$5	\$5
AIR-CONDITIONING	\$2	\$3	\$4
COOKING	\$5	\$6	\$7
LIGHTING	\$27	\$30	\$36
HOT WATER	\$14	\$19	\$21
TOTAL	\$51	\$62	\$72

Andrew Miller

From: Bill Perry <rperry@albemarle.org>
Sent: Thursday, March 4, 2021 3:40 PM
To: Andrew Miller
Cc: Philip Holbrook
Subject: RE: Utility Charts

Yes sir, we do use the VHDA utility allowance charts and are currently using the charts with the effective date of 7/1/2020.

Bill Perry

Housing Inspector

www.albemarle.org

1600 5th St, suite B
Charlottesville, VA 22902
Office 434-972-4011 #3395
Fax 434-293-0281

From: Andrew Miller <amiller@piedmonthousing.org>
Sent: Thursday, March 4, 2021 1:31 PM
To: Bill Perry <rperry@albemarle.org>
Cc: Philip Holbrook <pholbrook@albemarle.org>
Subject: RE: Utility Charts

CAUTION: This message originated outside the County of Albemarle email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.

Bill/Philip,

Can you please verify that the Albemarle County Office of Housing has adopted the VHDA - Housing Choice Voucher Program - Utility Allowance Schedule with an effective date of 07.01.20 per the attachment you provided? I need to confirm for our LIHTC application that the Utility Allowances we're assuming for our PBV units are in conformance with what the County has approved.

Thanks,
Andy

Andy Miller

Director of Real Estate Development
Direct: 434.422.5497
Cell: 802.734.1487
amiller@piedmonthousing.org



Virginia Housing Development Authority
Housing Choice Voucher Program

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

Family Name: _____	
Unit Address: _____	
Voucher Size*: _____	Unit Bedroom Size*: _____
<i>*Use smaller size to calculate tenant-supplied utilities and appliances.</i>	

		Unit Type: 1 Exposed Wall				Effective Date: 07/01/2020			
Utility	Usage	Monthly Dollar Amount							
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR	7BR
Appliance	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Bottled Gas	Cooking	\$8.00	\$11.00	\$14.00	\$17.00	\$21.00	\$24.00	\$27.00	\$30.00
	Home Heating	\$43.00	\$60.00	\$77.00	\$94.00	\$119.00	\$136.00	\$153.00	\$170.00
	Water Heating	\$19.00	\$26.00	\$33.00	\$41.00	\$52.00	\$59.00	\$67.00	\$74.00
Electricity	Cooking	\$3.00	\$4.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00	\$12.00
	Cooling (A/C)	\$5.00	\$7.00	\$9.00	\$11.00	\$14.00	\$16.00	\$18.00	\$20.00
	Home Heating	\$18.00	\$25.00	\$32.00	\$40.00	\$50.00	\$58.00	\$65.00	\$72.00
	Other Electric	\$11.00	\$15.00	\$19.00	\$23.00	\$29.00	\$34.00	\$38.00	\$42.00
	Water Heating	\$9.00	\$13.00	\$16.00	\$20.00	\$25.00	\$29.00	\$32.00	\$36.00
Natural Gas	Cooking	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00	\$5.00	\$5.00	\$6.00
	Home Heating	\$9.00	\$13.00	\$16.00	\$20.00	\$25.00	\$29.00	\$32.00	\$36.00
	Water Heating	\$4.00	\$6.00	\$7.00	\$9.00	\$11.00	\$13.00	\$14.00	\$16.00
Oil	Home Heating	\$34.00	\$47.00	\$60.00	\$74.00	\$94.00	\$107.00	\$121.00	\$134.00
	Water Heating	\$15.00	\$20.00	\$26.00	\$32.00	\$41.00	\$46.00	\$52.00	\$58.00
Sewer	Other	\$19.00	\$27.00	\$34.00	\$42.00	\$53.00	\$61.00	\$68.00	\$76.00
Trash Collection	Other	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Water	Other	\$16.00	\$22.00	\$29.00	\$35.00	\$45.00	\$51.00	\$58.00	\$64.00
UTILITY ALLOWANCE TOTAL:		\$	\$	\$	\$	\$	\$	\$	\$



Virginia Housing Development Authority
Housing Choice Voucher Program

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

Family Name: _____
Unit Address: _____
Voucher Size*: _____ Unit Bedroom Size*: _____
<i>*Use smaller size to calculate tenant-supplied utilities and appliances.</i>

		Unit Type: 2 Exposed Walls					Effective Date: 07/01/2020			
Utility	Usage	Monthly Dollar Amount								
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR	7BR	
Appliance	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	
Bottled Gas	Cooking	\$8.00	\$11.00	\$14.00	\$17.00	\$21.00	\$24.00	\$27.00	\$30.00	
	Home Heating	\$45.00	\$63.00	\$81.00	\$99.00	\$125.00	\$143.00	\$161.00	\$179.00	
	Water Heating	\$19.00	\$26.00	\$33.00	\$41.00	\$52.00	\$59.00	\$67.00	\$74.00	
Electricity	Cooking	\$3.00	\$4.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00	\$12.00	
	Cooling (A/C)	\$5.00	\$7.00	\$9.00	\$12.00	\$15.00	\$17.00	\$19.00	\$21.00	
	Home Heating	\$19.00	\$26.00	\$34.00	\$42.00	\$53.00	\$61.00	\$68.00	\$76.00	
	Other Electric	\$11.00	\$15.00	\$19.00	\$23.00	\$29.00	\$34.00	\$38.00	\$42.00	
	Water Heating	\$9.00	\$13.00	\$16.00	\$20.00	\$25.00	\$29.00	\$32.00	\$36.00	
Natural Gas	Cooking	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00	\$5.00	\$5.00	\$6.00	
	Home Heating	\$9.00	\$14.00	\$17.00	\$21.00	\$26.00	\$30.00	\$34.00	\$38.00	
	Water Heating	\$4.00	\$6.00	\$7.00	\$9.00	\$11.00	\$13.00	\$14.00	\$16.00	
Oil	Home Heating	\$36.00	\$49.00	\$63.00	\$78.00	\$99.00	\$112.00	\$127.00	\$141.00	
	Water Heating	\$15.00	\$20.00	\$26.00	\$32.00	\$41.00	\$46.00	\$52.00	\$58.00	
Sewer	Other	\$19.00	\$27.00	\$34.00	\$42.00	\$53.00	\$61.00	\$68.00	\$76.00	
Trash Collection	Other	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	
Water	Other	\$16.00	\$22.00	\$29.00	\$35.00	\$45.00	\$51.00	\$58.00	\$64.00	
UTILITY ALLOWANCE TOTAL:		\$	\$	\$	\$	\$	\$	\$	\$	

Tab S:

Supportive Housing Certification

NOT APPLICABLE

Tab T:

Funding Documentation



County of Albemarle
Department of Social Services
Office of Housing

Stacy R. Pethia
spethia@albemarle.org
Telephone: (434) 296-5832 ext. 3240

July 20, 2022

Mr. Sunshine Mathon
Piedmont Housing Alliance
682 Berkmar Circle
Charlottesville, VA 22901

Dear Mr. Mathon ,

I am pleased to inform you that during its July 20, 2022, meeting the Albemarle County Board of Supervisors approved an award of \$3,000,000 from the County's Housing Fund Reserve to support the creation of approximately 121 affordable rental units in the Southwood Apartments development. These funds are now reserved for the Piedmont Housing Alliance to support the project. In accordance with your application, these units will be made available to households with incomes up to 80% of area median income. An agreement outlining the terms for the use and disbursement of the funds will be forwarded shortly. Grant funding terms include:

Grant term: September 1, 2022 – August 31, 2024

Term of affordability: 30 years

Project beneficiaries: Households with incomes at or below 80% AMI

Albemarle County is pleased to be a part of this project and to support Piedmont Housing Alliance's efforts to meet the affordable housing needs of local residents. Thank you for the important work you do, and we look forward to working with you on this important project.

Sincerely,

Stacy R. Pethia
Housing Policy Manager



Ralph S. Northam
Governor

R. Brian Ball
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

Erik C. Johnston
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

January 13, 2022

Mr. Sunshine Mathon
Executive Director
Piedmont Housing Alliance
682 Berkmar Circle
Charlottesville, VA 22901
smathon@piedmonthousing.org

Re: Affordable and Special Needs Housing Funding
Proposal

Dear Mr. Sunshine Mathon:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Piedmont Housing Alliance will receive a preliminary offer from the Fall 2021 Affordable and Special Needs Housing competitive loan pool in the amount of \$1,075,000 in Housing Innovations in Energy Efficiency (HIEE) funds to support the Southwood Apartments B project.

Please note that you will receive further communication regarding the need to execute a HIEE program agreement within the next few weeks. The program agreement must be fully executed within 12 months from the date of this letter in order for this preliminary offer to result in a program commitment and reservation of funds.

As the project gets underway, please be aware that any adjustments to the capital budget, operating expense budget, pro forma numbers, and other project parameters must be approved by DHCD before the program funding agreement is transferred to Virginia Housing to request formal loan documents be drafted. Execution of the program agreement is necessary in order to finalize a formal funding reservation and loan commitment.

A member of our ASNH team will be contacting you via email to begin the contract negotiation process soon. We are pleased to be of assistance to Piedmont Housing Alliance in its affordable housing efforts.

Sincerely,

Sandra Powell
Senior Deputy Director
Community Development & Housing

Partners for Better Communities



www.dhcd.virginia.gov



Ralph S. Northam
Governor

R. Brian Ball
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

Erik C. Johnston
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

January 13, 2022

Mr. Sunshine Mathon
Executive Director
Piedmont Housing Alliance
682 Berkmar Circle
Charlottesville, VA 22901
smathon@piedmonthousing.org

Re: Affordable and Special Needs Housing Funding
Proposal

Dear Mr. Sunshine Mathon:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Piedmont Housing Alliance will receive a preliminary offer from the Fall 2021 Affordable and Special Needs Housing competitive loan pool in the amount of \$900,000 in Virginia Housing Trust Fund (VHTF) funds to support the Southwood Apartments B project.

Please note that you will receive further communication regarding the need to execute a VHTF program agreement within the next few weeks. The program agreement must be fully executed within 12 months from the date of this letter in order for this preliminary offer to result in a program commitment and reservation of funds.

As the project gets underway, please be aware that any adjustments to the capital budget, operating expense budget, pro forma numbers, and other project parameters must be approved by DHCD before the program funding agreement is transferred to Virginia Housing to request formal loan documents be drafted. Execution of the program agreement is necessary in order to finalize a formal funding reservation and loan commitment.

A member of our ASNH team will be contacting you via email to begin the contract negotiation process soon. We are pleased to be of assistance to Piedmont Housing Alliance in its affordable housing efforts.

Sincerely,

Sandra Powell
Senior Deputy Director
Community Development & Housing

Partners for Better Communities



www.dhcd.virginia.gov

Tab U:

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



PIEDMONT HOUSING ALLIANCE

Southwood Apartments B

Virginia Housing's Free Renter Education Acknowledgement

I, _____, have read, understand, and acknowledge that I have been presented information regarding Virginia Housing's free renter education opportunities available to tenants.

I understand that it is my responsibility to review the website link provided here www.virginiahousing.com/renters.

By signing below, I acknowledge that I have read and understand the terms of all items contained in this form.

Resident Name: _____

Resident Signature: _____

Apartment Number: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Erik T. Hoffman
Klein Hornig LLP
1325 G Street NW
Suite 770
Washington, DC 20005

RIGHT OF FIRST REFUSAL AGREEMENT
(Southwood Apartments B)

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of December __, 2022 by and among **SOUTHWOOD BLOCK 11 LLC**, a Virginia limited liability company (the "Owner" or the "Company"), **PIEDMONT HOUSING ALLIANCE**, a Virginia non-stock nonprofit corporation (the "Grantee"), and is consented to by **SOUTHWOOD BLOCK 11 MM LLC**, a Virginia limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [[_____]] limited liability company (the "Investor Member") and **[[_____]] SPECIAL LIMITED PARTNER, L.L.C.**, a [_____]] limited liability company (the "Special Member"). The Managing Member and any current or future Investor Member and/or Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its Operating Agreement dated on or about the date hereof by and among the Consenting Members (as may be amended, the "Operating Agreement"), is engaged in the ownership and operation of a 51-unit apartment project for families located in Chesterfield County, Virginia and commonly known as "Southwood Apartments B" (the "Project"). The real property comprising the Project is legally defined on Exhibit A.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by the Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and

(ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a "qualified low-income housing project" within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in Chesterfield County, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "**AS IS, WHERE IS**" and "**WITH ALL FAULTS AND DEFECTS,**" latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of

Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an “option to purchase” pursuant to Section 42(i)(7) of the Code as opposed to a “right of first refusal” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” and/or “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement; and

(iii) If to the Grantee, 682 Berkmar Circle, Charlottesville, VA 22901.

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is

determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

OWNER:

SOUTHWOOD BLOCK 11 LLC,
a Virginia limited liability company

By: Southwood Block 11 MM LLC,
a Virginia limited liability company
its managing member

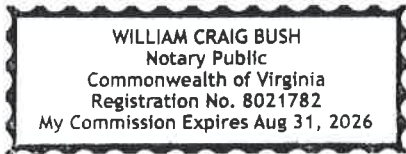
By: Piedmont Housing Alliance,
a Virginia nonstock corporation
its managing member

By: *Ernecia Coles*
Name: Ernecia Coles
Title: Real Estate Development Manager

COMMONWEALTH OF VIRGINIA)
)
CITY/COUNTY OF Albemarle)

On December 19, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Ernecia Coles, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Real Estate Development Manager of Piedmont Housing Alliance, a Virginia nonstock corporation, which is the sole member of Southwood Block 11 MM LLC, a Virginia limited liability company, which is the managing member of **Southwood Block 11 LLC**, a Virginia limited liability company, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

William Craig Bush
Notary Public



Commission expires: August 31, 2026

Registration No.: 8021782

GRANTEE:

PIEDMONT HOUSING ALLIANCE,
a Virginia nonstock corporation

By: Ernesia Coles
Name: Ernesia Coles
Title: Real Estate Development Manager

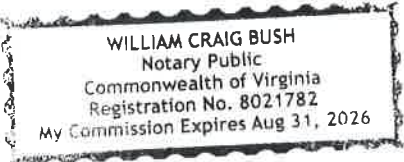
COMMONWEALTH OF VIRGINIA)
)
CITY/COUNTY OF Albemarle)

On December 19, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Ernesia Coles, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Real Estate Development Manager of Piedmont Housing Alliance, a Virginia nonstock nonprofit corporation, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

William Craig Bush

Notary Public

Commission expires: August 31, 2026



Registration No.: 8021782

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

MANAGING MEMBER:

SOUTHWOOD BLOCK 11 MM LLC, a Virginia limited liability company

By: Piedmont Housing Alliance,
a Virginia nonstock corporation,
its sole member

By: Ernecia Coles

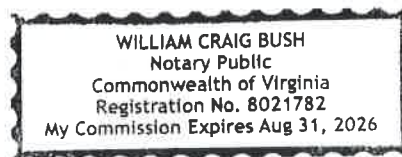
Name: Ernecia Coles

Title: Real Estate Development Manager

COMMONWEALTH OF VIRGINIA)
)
CITY/COUNTY OF Albemarle)

On December 19, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Ernecia Coles, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Real Estate Development Manager of Piedmont Housing Alliance, a Virginia nonstock corporation, which is the sole member of Southwood Block 11 MM LLC, a Virginia limited liability company, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

William Craig Bush
Notary Public



Commission expires: August 31, 2026

Registration No.: 8021782

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

INVESTOR MEMBER:

[INVESTOR ENTITY], a
[] [] limited liability company

By: []

By: _____

SPECIAL MEMBER:

[] [] **SPECIAL LIMITED
PARTNER, L.L.C.**, a [] [] limited
liability company

By: [], LLC, a [] []
limited liability company, its manager

By: _____

STATE OF _____)

)

CITY/COUNTY OF _____)

On _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared [], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [], the manager of **[Investor Entity]**, a [] limited liability company, and [] **Special Limited Partner, L.L.C.**, a [] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

EXHIBIT A
LEGAL DESCRIPTION

Tab W:

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



Southwood Apartments B

Internet Security Plan

Southwood Apartments B will provide Wi-Fi service for all units. Each unit will be provided a secure connection. Southwood Apartments B will enter into a contract with an internet provider to install Wi-Fi equipment (which may include routers, switches, and wireless access points), and will contract to provide ongoing support and maintenance to ensure the network functions properly. The routers will have a secure firewall to guard against data breaches. Prior to move-in, all residents will be provided with the attached *Internet Safety and Security Information Guidelines*. New residents will be required to sign a *Resident Acknowledgement of Responsibilities* form verifying that they have read and understand Southwood Apartments B's internet safety and security guidelines. It is the resident's responsibility to make sure that their devices have adequate security, including up-to-date virus and malware protection software.

Inappropriate use of the Southwood Apartments B network will not be permitted. Unacceptable use of the internet by residents and their guests includes, but is not limited to, those actions listed in the *Internet Usage Guidelines*. Southwood Apartments B has the discretion to determine unacceptable usage and prevent network access by a resident not abiding by the internet guidelines. If a resident is unclear about appropriate internet usage, they should direct questions to the Community Manager.

Internet Usage Guidelines

1. Southwood Apartments B ("Landlord") agrees to provide individual Wi-Fi internet service at a speed of no less than 10Mbps download and 3Mbps upload ("Internet Access") to each unit during the Lease Term subject to the terms and conditions of these Guidelines.
2. Resident understands that internet access points are the property of the Landlord. If Resident removes or damages an access point, Landlord may charge a fee.
3. Resident may not use the facilities and capabilities of the network to conduct or solicit the performance of any illegal or criminal activity.
4. Resident may not do anything which is contrary to the acceptable use policies of the internet provider.
5. Resident will not post or transmit any file which contains malicious software, which may include but is not limited to viruses, worms, "Trojan horses" or any other contaminating or

destructive features.

6. Resident is solely responsible for keeping personal computer devices secure and free of viruses or other harmful programs that can directly or indirectly interfere with the operations of the network, and that of third parties connected to its networks. Resident is solely responsible for guarding against and repairing devices from any infection by malicious code or unauthorized use.

7. Resident may not send proactively, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy, or any other rights while using the Southwood Apartments B network.

8. Resident will not permit any guests or a third party to do any of the above.



PIEDMONT HOUSING ALLIANCE

Southwood Apartments B

Resident Acknowledgement of Responsibilities

By signing below, I acknowledge that I have read, understand, and agree to the terms of all provisions contained in Southwood Apartments B's *Internet Security Plan and Usage Guidelines*.

I understand that the *Internet Security Plan and Usage Guidelines* outline and summarize the proper use and safety guidelines when using the Internet Services provided at Southwood Apartments B.

Resident Name: _____

Resident Signature: _____

Apartment Number: _____

Date: _____



Southwood Apartments B

Cybercrime Prevention Information

Constantly evolving technology has made our business and social practices more efficient and personal. While communicating with friends and family and accessing information easily makes life more enjoyable, this freedom also makes Internet users more vulnerable to cybercriminals. Cybercriminals exploit the Internet through fraud, unsolicited bulk emails (SPAM), phishing scams, and child exploitation.

FRAUD

The ease and convenience of shopping online has led an increasing number of consumers to purchase goods and services on the Internet. In the process, customers transmit personal information, such as their Social Security Numbers and credit card numbers, through cyberspace. While some of these websites are safe and serve their purpose well, others either do not have the proper security measures or present a fraudulent front with the sole purpose of gaining personal information. In 2007, identity thieves stole \$48 billion from financial institutions and \$5 billion from individual consumers. Follow these tips to avoid becoming a victim.

Credit Card Fraud

Criminals commit credit card fraud because credit can be obtained quickly and without face-to-face interaction. The thief can then open credit accounts or purchase merchandise with a click of the mouse within seconds of obtaining personal information.

Tips to avoid credit card fraud include:

- Do not provide your credit card number unless the site is secure and reputable. Look for "https:" at the beginning of the web address to make sure the site is secure.
- Look for symbols such as the Better Business Bureau's Online Reliability and Privacy Seals and the TRUSTe privacy seal.
- Check the website's privacy policy so you can be assured that you have full control over the use of your personal information.
- Keep a list of all credit card(s) and account information along with the card issuer's contact information. If your bill looks suspicious or you lose your credit card(s), contact the card issuer immediately.
- Request a free credit report online at annualcreditreport.com and check for lines of credit that you did not open.
- If you are the victim of fraud, place an initial fraud alert on your credit report with the credit agencies.

Internet Auction Fraud

Internet auction fraud typically occurs in one of two ways: the seller receives the agreed upon funds for the item that was advertised, but fails to deliver the item, or the buyer fails to pay for the item once it has been received.

Tips to avoid Internet auction fraud include:

- Read each auction site's Terms of Use before using.
- Consider what method of payment works best for you, but never send cash.
- Read and print the description of the product, and save all copies of emails between you and the buyer or seller.
- Do not provide your Social Security Number to the seller.

International ("Nigerian") Letter and E-mail Scams

International letter and e-mail scams defraud numerous American consumers each year and result in losses of approximately \$100 million annually. International con artists use emails to lure victims by promising confidential business proposals.

Tips to avoid international letter scams include:

- Be skeptical of individuals representing themselves as foreign government officials asking for your help in placing large sums of money in overseas bank accounts. Delete without opening unsolicited emails from these senders.
- Do not believe the promise of large sums of money for your cooperation.
- Do not provide your bank account or credit card numbers to these email senders.

CHILD EXPLOITATION

The same advances in technology that allow our children to expand their realm of knowledge are also leaving them vulnerable to exploitation and harm by computer-sex offenders. It is believed as many as 40,000 sexual predators can be online at any given moment. Internet content filters can protect children while they use the Internet.

Signs your child may be at risk include:

- Your child has a computer with Internet access in his or her room.
- You have a webcam on your computer.
- Child spends large amounts of time online, especially at night.
- Pornography or obscene material is discovered on child's computer.
- You notice a child may receive phone calls from adults (hang-ups when you pick up the phone, adults asking to speak with child); child makes calls to numbers you don't recognize (be aware of who your child speaks with; use re-dial if necessary).

- Child receives mail, gifts, or packages from someone you don't know.
- Child turns monitor off or quickly changes screen on the monitor when you come into the room.
- Child becomes withdrawn from family.
- Child uses online account belonging to someone else; check your Internet history files or ask your child.

PHISHING

Phishing involves sending unsolicited email in an attempt to capture personal information such as credit card numbers, bank account numbers, social security numbers, passwords, and other information. A typical phishing email might appear as if it is sent from a company you deal with and may say that you must update your account information by clicking on a link in the email. The email will look authentic and have a visible email address claiming to be from a financial institution or other legitimate company, as well as graphics that resemble the company's website. The information you input does not go to the purported company but will be routed to an identity thief.

Tips to avoid phishing include:

- Install anti-virus and anti-spyware software, as well as a firewall on your computer. Keep them regularly updated.
- Do not respond to information in the email. Go to the company's actual website or call the company to ensure that the email is authentic.

TABNABBING

Tabnabbing is a form of a "phishing" scam where a criminal runs a computer program to alter a legitimate website that has been opened on a user's Internet browser. The program, or "script," will find an open and hidden webpage tab on the user's Internet browser and rewrite the webpage behind the tab to mirror the website that the user had initially opened. It will typically seek out sites that ask for personal information such as a login ID and password. When the user returns to the page and enters the information it is redirected to the criminal's computer server.

Tips to avoid tabnabbing include:

- Avoid opening several websites at the same time.
- Do not keep numerous websites open for a long period of time.
- Close and reopen websites that have been open for a long period of time to ensure they are the correct page.

UNSOLICITED BULK E-MAIL

Unsolicited bulk e-mail, sometimes referred to as “UBE” or “SPAM,” is email that is sent for the purpose of selling goods, services, or properties. Commercial UBE advertisements are most often used for multi-level marketing schemes, get-rich-quick schemes, work-at-home schemes, or for questionable products or pornography. Fraudulently sent SPAM violates the criminal laws of Virginia.

Tips to prevent SPAM include:

- If you have doubts about the authenticity of the sender and/or the content, do not respond.
- Get a free email account specifically for newsgroups and registering on websites.
- Do not post your actual email address on your website; spammers have programs that can scan web pages for an email address. Consider using a free web-based account such as AOL, Hotmail, Yahoo, or Gmail.
- Report SPAM to the Federal Trade Commission at ftc.gov.
- Use mail filters. They are not always completely accurate, but they can decrease the number of junk emails you receive.

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504



Southwood Apartments B

MARKETING PLAN FOR HUD SECTION 504 UNITS

OWNER'S INTENT

Southwood Apartments B proposes to include six (6) units for people in need of rental housing with full accessibility under Section 504 of the Rehabilitation Act of 1972. The accessible units will be held vacant for a minimum of sixty (60) days during which ongoing marketing efforts will be documented. During this time, Alliance Management, acting as agent for the ownership, will actively market these units. If a qualified household is not identified during this period, Alliance Management will submit evidence of marketing to VHDA's Program Compliance Officer and request approval to rent the unit to any income-qualified household. If the request is approved, the lease will contain a provision that the household must move to a vacant unit if a household including a person with a disability applies for the unit. The move will be paid for by the Owner.

IMPLEMENTATION OF OWNER'S INTENT

Alliance Management, the Management Agent, will rent accessible units only to qualified households, unless granted consent to lease to other income-qualified households by Virginia Housing after the initial 60-day marketing effort has concluded. Focused marketing efforts will occur as well as normal routine marketing strategies, to ensure qualified individuals are aware of the availability of accessible units.

CONCENTRATED MARKETING EFFORTS

VirginiaHousingSearch.com - Alliance Management will post available Southwood Apartments B apartments on the virginiahousingsearch.com website. We will communicate that the apartment community has accessible units.

Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) - Alliance Management will work through the lease up process to establish a referral process with both agencies. Alliance Management will continue after the lease up phase to inform both agencies of upcoming phases and rental opportunities at Southwood Apartments.

Local Hospitals – Alliance Management will work with both area Health Systems (University of Virginia Health System and Martha Jefferson Sentara) as well as smaller clinics and doctors' offices and their discharge departments to advise them of the local accessible and available units at Southwood Apartments.

Local Housing Authorities – Alliance Management will work continually with local housing authorities to communicate the availability of Section 504 accessible units at Southwood Apartments.

Local Non-profits- Alliance Management will work to keep all non-profit agencies that work with and support residents of Southwood Apartments aware of all Section 504 accessible units available for rent.

Local Department of Social Services – Alliance Management will keep in contact with Albemarle County and the City of Charlottesville Departments of Social Services. Through consistent contact, Alliance Management will provide both departments with information and updates on available Section 504 accessible units.

Region Ten Community Services Board – Alliance Management will work with Region Ten Community Services Board to establish and maintain a referral process for potential residents at Southwood Apartments, including clients that require Section 504 accessible units.

Virginia Housing – Ensure Virginia Housing representatives charged with accessible unit outreach are aware of the availability of HUD Section 504 units at Southwood Apartments.

NORMAL ROUTINE MARKETING

Industry Publications/Newspaper/Internet Advertisements – Alliance Management will, through their normal process of marketing the property, note the available Section 504 accessible units. Alliance Management will market the units through websites, such as apartments.com and BRAC (Blue Ridge Area Apartment Council).

Resident Newsletters – Alliance Management will announce available Section 504 accessible units in its periodic newsletters distributed to all residents in its management portfolio.

Referrals – Alliance Management will work with existing residents across its portfolio to make them aware of the available accessible units.

Alliance Management and Piedmont Housing Alliance will work collaboratively to make sure that Section 504 accessible units are marketed across their management and development portfolios as well as the areas mentioned in the marketing plan. Alliance Management and Piedmont Housing Alliance will also work to develop new ways and identify other organizations to market the Section 504 accessible units throughout the life of the development.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

NOT APPLICABLE

Tab Z:

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

NOT APPLICABLE

Tab AA:

Priority Letter from Rural Development

NOT APPLICABLE

Tab AB:

Socially Disadvantaged Population
Documentation

NOT APPLICABLE