
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	johndavid.bondurant@virginiahousing.com	(804) 343-5725
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
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Aniyah Moaney	aniyah.moaney@virginiahousing.com	(804) 343-5518

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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 Signed 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 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 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 checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances |
| <input checked="" 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 |

VHDA TRACKING NUMBER 2023-ASH-05

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/9/2022

1. Development Name: Carter Woods III

2. Address (line 1):
 Address (line 2):
 City: Richmond State: VA Zip: 23233

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: -77.37999 Latitude: 37.54382
 (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 Henrico 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: 2011.01

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 TRUE

10. Development is located in a Revitalization Area designated by resolution FALSE

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%
	TRUE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 4
 Planning District: 15
 State Senate District: 9
 State House District: 70

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

Construction of a three story elevator building plus a stand alone community center on vacant land.

VHDA TRACKING NUMBER

2023-ASH-05

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/9/2022

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: John Vithoukas
 Chief Executive Officer's Title: County Manager Phone: (804) 501-4206
 Street Address: P.O. Box 90775
 City: Henrico State: VA Zip: 23273

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Ralph J. Emerson Jr., Director of Planning

- 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:

Accessible Supportive Housing Pool

or

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

For Tax Exempt Bonds, where are bonds being issued?

ACTION: Provide Inducement Resolution at **TAB Y** (if available)

2. Type(s) of Allocation/Allocation Year

Carryforward Allocation

Definitions of types:

a.

Regular Allocation means all of the buildings in the development are expected to be placed in service this calendar year, 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:

New Construction

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

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

FALSE

5. Planned Combined 9% and 4% Developments

FALSE

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

Name of companion development:

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

FALSE

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

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

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

6. Extended Use Restriction

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

Must Select One: 30

Definition of selection:

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

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

In 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

- 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)**

C. OWNERSHIP INFORMATION

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 auth

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: Option

Expiration Date: 12/31/2022

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

a. FALSE Owner already controls site by either deed or long-term lease.

b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/31/2022 .

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: Richmond Affordable Housing

Address: 23 W. Broad Street, Suite 100

City: Richmond St.: VA Zip: 23220

Contact Person: Julie Hovermale Phone: (804) 521-0687

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

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

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

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

E. DEVELOPMENT TEAM INFORMATION

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:	Erik Hoffman	This is a Related Entity.	FALSE
	Firm Name:	Klein Hornig	DEI Designation?	FALSE
	Address:	1325 G Street NW, Suite 77, Washington, DC 20005		
	Email:	ehoffman@kleinhornig.com	Phone:	(202) 842-0125
2.	Tax Accountant:		This is a Related Entity.	FALSE
	Firm Name:		DEI Designation?	FALSE
	Address:			
	Email:		Phone:	
3.	Consultant:		This is a Related Entity.	FALSE
	Firm Name:		DEI Designation?	FALSE
	Address:			
	Email:		Role:	
			Phone:	
4.	Management Entity:	Matt Scaparro	This is a Related Entity.	TRUE
	Firm Name:	BHC Management	DEI Designation?	FALSE
	Address:	23 W. Broad Street, Suite 100, Richmond, VA 23220		
	Email:	m.scaparro@betterhousingcoalition.org	Phone:	(804) 644-0546
5.	Contractor:		This is a Related Entity.	FALSE
	Firm Name:		DEI Designation?	FALSE
	Address:			
	Email:		Phone:	
6.	Architect:	Tom Liebel	This is a Related Entity.	FALSE
	Firm Name:	Moseley Architects	DEI Designation?	FALSE
	Address:	1414 Key Highway, Baltimore, MD 21230		
	Email:	tiebel@moseleyarchitects.com	Phone:	(410) 539-4300
7.	Real Estate Attorney:	Erik Hoffman	This is a Related Entity.	FALSE
	Firm Name:	Klein Hornig	DEI Designation?	FALSE
	Address:	1325 G Street NW, Suite 77, Washington, DC 20005		
	Email:	ehoffman@kleinhornig.com	Phone:	(202) 842-0125
8.	Mortgage Banker:		This is a Related Entity.	FALSE
	Firm Name:		DEI Designation?	FALSE
	Address:			
	Email:		Phone:	
9.	Other:		This is a Related Entity.	FALSE
	Firm Name:		DEI Designation?	FALSE
	Address:			
	Email:		Role:	
			Phone:	

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**
Action: If true, provide an electronic copy of the Existing Condition Questionnaire 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...
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..... FALSE

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Applicant

Name: Better Housing Coalition

Contact Person: Lee Alford

Street Address: 23 W. Broad Street, Suite 100

City: Richmond State: VA Zip: 23220

Phone: (804) 644-1057 Contact Email: l.alford@betterhousingcoalition.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:

Better Housing Coalition

**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	53	bedrooms	109
Total number of rental units in development	53	bedrooms	109
Number of low-income rental units	53	bedrooms	109
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	53	bedrooms	109
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.....			70,565.00 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			1,855.00 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			68,710.00 (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			100.00%
i. Exact area of site in acres	10.300		
j. Locality has approved a final site plan or plan of development..... If True , Provide required documentation (TAB O).			FALSE
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	930.41	SF	9	9
2BR Garden	1276.81	SF	32	32
3BR Garden	1623.21	SF	12	12
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			53	53

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:..... 3

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

e. Commercial Area Intended Use: _____

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	FALSE	v. Detached Single-family	FALSE
ii. Garden Apartments	TRUE	vi. Detached Two-family	FALSE
iii. Slab on Grade	FALSE	vii. Basement	FALSE
iv. Crawl space	FALSE		

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

i. Roof Type	▶	Pitched
j. Construction Type	▶	Frame
k. Primary Exterior Finish	▶	Fiber Cement Siding

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities:	Gym access and community room
-----------------------------------	-------------------------------

m. Number of Proposed Parking Spaces	117
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.	TRUE
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	0.77%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	0.35%
Project Wide Absorption Period (Months)	2

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:**

- | | |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TRUE | a. A community/meeting room with a minimum of 749 square feet is provided. |
| 30.00% | b1. Percentage of brick covering the exterior walls. |
| 70.00% | b2. Percentage of 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). |
| TRUE | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products. |
| FALSE | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service. |
| | f. <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. |
| FALSE | 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> |

J. ENHANCEMENTS

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.

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:

TRUE Earthcraft Gold or higher certification

FALSE National Green Building Standard (NGBS) certification of Silver or higher.

FALSE U.S. Green Building Council LEED certification

FALSE Enterprise Green Communities (EGC) Certification

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

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

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

FALSE Zero Energy Ready Home Requirements

FALSE Passive House Standards

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


TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.

8 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

15% 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>TRUE</u> |
| Cooking? | <u>FALSE</u> | Trash Removal? | <u>TRUE</u> |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	14	17	18	0
Air Conditioning	0	8	12	15	0
Cooking	0	6	8	10	0
Lighting	0	28	36	44	0
Hot Water	0	13	17	21	0
Water	0	26	38	57	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$95	\$128	\$165	\$0

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

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

TRUE

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

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

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

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

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

FALSE

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

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

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

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

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

FALSE

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

TRUE

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

FALSE

Supportive Housing (as described in the Tax Credit Manual)

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

K. SPECIAL HOUSING NEEDS

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

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

3. Leasing Preferences

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

Organization which holds waiting list: Richmond Redevelopment and Housing Authority

Contact person: Kenyatta Green

Title: Director of Housing Choice Voucher Program

Phone Number: (804) 780-4375

Action: Provide required notification documentation (TAB L)

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 12
% of total Low Income Units 23%

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: Matt

Last Name: Scarparro

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	0.00%	30% Area Median	0%
8	15.09%	40% Area Median	320%
19	35.85%	50% Area Median	950%
26	49.06%	60% Area Median	1560%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
53	100.00%	Total	53.40%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
8	15.09%	40% Area Median	320%
19	35.85%	50% Area Median	950%
26	49.06%	60% Area Median	1560%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
53	100.00%	Total	53.40%

b. The development plans to utilize average income..... **FALSE**


If true, should the points based on the units assigned to the levels above **be waived** and therefore not required for compliance?

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

2. Unit Detail

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	2	2	666.00	\$925.00	\$1,850
Mix 2	1 BR - 1 Bath	50% AMI	3		666.00	\$730.00	\$2,190
Mix 3	1 BR - 1 Bath	60% AMI	4		666.00	\$900.00	\$3,600
Mix 4	2 BR - 2 Bath	40% AMI	4	4	936.00	\$1,035.00	\$4,140
Mix 5	2 BR - 2 Bath	50% AMI	2		936.00	\$1,035.00	\$2,070
Mix 6	2 BR - 2 Bath	50% AMI	11		936.00	\$867.00	\$9,537
Mix 7	2 BR - 2 Bath	60% AMI	15		936.00	\$1,070.00	\$16,050
Mix 8	3 BR - 2 Bath	40% AMI	2	2	1206.00	\$1,373.00	\$2,746
Mix 9	3 BR - 2 Bath	50% AMI	3		1206.00	\$1,373.00	\$4,119
Mix 10	3 BR - 2 Bath	60% AMI	7		1206.00	\$1,220.00	\$8,540
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0

L. UNIT DETAILS

Mix 16									\$0
Mix 17									\$0
Mix 18									\$0
Mix 19									\$0
Mix 20									\$0
Mix 21									\$0
Mix 22									\$0
Mix 23									\$0
Mix 24									\$0
Mix 25									\$0
Mix 26									\$0
Mix 27									\$0
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Mix 63									\$0
Mix 64									\$0
Mix 65									\$0
Mix 66									\$0
Mix 67									\$0
Mix 68									\$0
Mix 69									\$0
Mix 70									\$0

L. UNIT DETAILS

Mix 71								\$0
Mix 72								\$0
Mix 73								\$0
Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
Mix 77								\$0
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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			53	8				\$54,842

Total Units	53	Net Rentable SF:	TC Units	50,418.00
			MKT Units	0.00
			Total NR SF:	50,418.00

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

M. OPERATING EXPENSES

Administrative:		Use Whole Numbers Only!
1. Advertising/Marketing		\$950
2. Office Salaries		\$31,642
3. Office Supplies		\$950
4. Office/Model Apartment	(type)	\$0
5. Management Fee		\$37,179
<u>5.99%</u> of EGI	<u>\$701.49</u> Per Unit	
6. Manager Salaries		\$0
7. Staff Unit (s)	(type)	\$0
8. Legal		\$3,490
9. Auditing		\$3,955
10. Bookkeeping/Accounting Fees		\$0
11. Telephone & Answering Service		\$3,560
12. Tax Credit Monitoring Fee		\$1,855
13. Miscellaneous Administrative		\$10,354
Total Administrative		\$93,935
Utilities		
14. Fuel Oil		\$0
15. Electricity		\$17,000
16. Water		\$9,365
17. Gas		\$0
18. Sewer		\$9,365
Total Utility		\$35,730
Operating:		
19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$0
21. Janitor/Cleaning Contract		\$10,000
22. Exterminating		\$3,500
23. Trash Removal		\$7,910
24. Security Payroll/Contract		\$3,560
25. Grounds Payroll		\$0
26. Grounds Supplies		\$0
27. Grounds Contract		\$7,500
28. Maintenance/Repairs Payroll		\$30,000
29. Repairs/Material		\$550
30. Repairs Contract		\$1,200
31. Elevator Maintenance/Contract		\$4,500
32. Heating/Cooling Repairs & Maintenance		\$2,500
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$1,980
35. Decorating/Payroll/Contract		\$4,905
36. Decorating Supplies		\$0
37. Miscellaneous		\$5,000
Totals Operating & Maintenance		\$83,105

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$75,000
39. Payroll Taxes	\$4,350
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$22,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$1,190
44. Health Insurance & Employee Benefits	\$6,725
45. Other Insurance	\$2,460
Total Taxes & Insurance	\$111,725

Total Operating Expense	\$324,495
--------------------------------	------------------

Total Operating Expenses Per Unit	<u>\$6,123</u>	C. Total Operating Expenses as % of EGI	<u>52.26%</u>
------------------------------------------	----------------	------------------------------------------------	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$15,900
-----------------------------------------------------------------------------------------	-----------------

Total Expenses	\$340,395
-----------------------	------------------

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	12/31/2022	Lee Alford
b. Site Acquisition	5/18/2012	Lee Alford
c. Zoning Approval	11/9/2021	Lee Alford
d. Site Plan Approval	11/1/2022	
2. Financing		
a. Construction Loan		
i. Loan Application	11/1/2022	Lee Alford
ii. Conditional Commitment		
iii. Firm Commitment	2/1/2023	Lee Alford
b. Permanent Loan - First Lien		
i. Loan Application	11/1/2022	Lee Alford
ii. Conditional Commitment		
iii. Firm Commitment	2/1/2023	Lee Alford
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner		Lee Alford
3. IRS Approval of Nonprofit Status	9/22/1988	N/a
4. Closing and Transfer of Property to Owner		Lee Alford
5. Plans and Specifications, Working Drawings	6/1/2022	Lee Alford
6. Building Permit Issued by Local Government	12/1/2022	Lee Alford
7. Start Construction	2/1/2023	Lee Alford
8. Begin Lease-up	4/30/2024	Matt Scaparro
9. Complete Construction	4/30/2024	Lee Alford
10. Complete Lease-Up	11/1/2024	Matt Scaparro
11. Credit Placed in Service Date	1/1/2025	Lee Alford

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.

	Must Use Whole Numbers Only!	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
		(A) Cost	"30% Present Value Credit"		(D)
			(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
Item					
1. Contractor Cost					
a. Unit Structures (New)	9,269,801	0	0	9,269,801	
b. Unit Structures (Rehab)	0	0	0	0	
c. Non Residential Structures	600,000	0	0	600,000	
d. Commercial Space Costs	0	0	0	0	
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0	
Total Structure	9,869,801	0	0	9,869,801	
f. Earthwork	0	0	0	0	
g. Site Utilities	0	0	0	0	
<input type="checkbox"/> h. Renewable Energy	0	0	0	0	
i. Roads & Walks	0	0	0	0	
j. Site Improvements	0	0	0	0	
k. Lawns & Planting	0	0	0	0	
l. Engineering	0	0	0	0	
m. Off-Site Improvements	0	0	0	0	
n. Site Environmental Mitigation	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	0	0	0	0	
Total Structure and Land	9,869,801	0	0	9,869,801	
r. General Requirements	690,886	0	0	690,886	
s. Builder's Overhead (3.0% Contract)	296,094	0	0	296,094	
t. Builder's Profit (3.0% Contract)	296,094	0	0	296,094	
u. Bonds	92,698	0	0	92,698	
v. Building Permits	0	0	0	0	
w. Special Construction	0	0	0	0	
x. Special Equipment	0	0	0	0	
y. Other 1: <input type="checkbox"/>	0	0	0	0	
z. Other 2: <input type="checkbox"/>	0	0	0	0	
aa. Other 3: <input type="checkbox"/>	0	0	0	0	
Contractor Costs	\$11,245,573	\$0	\$0	\$11,245,573	

O. PROJECT BUDGET - OWNER COSTS

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

MUST USE WHOLE NUMBERS ONLY! Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	56,000	0	0	56,000
b. Architecture/Engineering Design Fee \$3,955 /Unit)	209,627	0	0	209,627
c. Architecture Supervision Fee \$2,388 /Unit)	126,567	0	0	126,567
d. Tap Fees	525,495	0	0	525,495
e. Environmental	20,000	0	0	20,000
f. Soil Borings	8,000	0	0	8,000
g. Green Building (Earthcraft, LEED, etc.)	24,432	0	0	24,432
h. Appraisal	7,500	0	0	0
i. Market Study	7,500	0	0	7,500
j. Site Engineering / Survey	140,000	0	0	126,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	35,000	0	0	35,000
m. Construction Loan Origination Fee	50,000	0	0	50,000
n. Construction Interest (0.0% for 0 months)	467,221	0	0	303,693
o. Taxes During Construction	25,000	0	0	25,000
p. Insurance During Construction	45,000	0	0	45,000
q. Permanent Loan Fee (0.0%)	21,750	0	0	0
r. Other Permanent Loan Fees	43,500	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	20,000	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	75,000	0	0	37,500
w. Legal Fees for Closing	160,000	0	0	80,000
x. Mortgage Banker	43,500	0	0	0
y. Tax Credit Fee	79,334			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	50,000	0	0	50,000
ab. Organization Costs	50,000	0	0	0
ac. Operating Reserve	282,152	0	0	0
ad. Contingency	527,644	0	0	527,644
ae. Security	0	0	0	0
af. Utilities	75,000	0	0	75,000

O. PROJECT BUDGET - OWNER COSTS

ag. Servicing Reserve	0			
(1) Other* specify: Special Inspections	40,000	0	0	40,000
(2) Other* specify: Construction Reviewer	17,250	0	0	17,250
(3) Other* specify: Holding Costs	75,000	0	0	0
(4) Other* specify: Misc Costs	10,000	0	0	0
(5) Other * specify: Lease up reserve	50,000	0	0	0
(6) Other* specify: Soft Costs Contingency	81,885	0	0	62,901
(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))	\$3,449,357	\$0	\$0	\$2,452,609
Subtotal 1 + 2 (Owner + Contractor Costs)	\$14,694,930	\$0	\$0	\$13,698,182
3. Developer's Fees Action: Provide Developer Fee Agreement (Tab A)	1,605,594	0	0	1,605,594
4. Owner's Acquisition Costs				
Land	0			
Existing Improvements	0	0		
Subtotal 4:	\$0	\$0		
5. Total Development Costs Subtotal 1+2+3+4:	\$16,300,524	\$0	\$0	\$15,303,776

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
\$1,605,594	

Maximum Developer Fee:

Proposed Development's Cost per Sq Foot	\$231	Meets Limits
Applicable Cost Limit by Square Foot:	\$476	
Proposed Development's Cost per Unit	\$307,557	Meets Limits
Applicable Cost Limit per Unit:	\$513,262	

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	16,300,524	0	0	15,303,776

2. Reductions in Eligible Basis

a. Amount of federal grant(s) used to finance qualifying development costs	0	0	0
b. Amount of nonqualified, nonrecourse financing	0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)	0	0	0
d. Historic Tax Credit (residential portion)	0	0	0

3. Total Eligible Basis (1 - 2 above)

0	0	15,303,776
---	---	------------

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

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	4,591,133
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	0	19,894,909

5. Applicable Fraction

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

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

0	0	19,894,909
---	---	------------

7. Applicable Percentage

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

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

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

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

\$0	\$0	\$1,790,542
-----	-----	-------------

\$1,790,542 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. TBD			\$11,800,000	
2.				
3.				
Total Construction Funding:			\$11,800,000	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds <i>(Whole Numbers only)</i>	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period <i>IN YEARS</i>	Term of Loan <i>(years)</i>
1. REACH			\$2,150,000	\$98,573	2.95%	35	35
2. Taxable			\$2,200,000	\$133,238	5.00%	35	35
3. DHCD- VHTF			\$800,000	\$8,000	1.00%	10000	15
4. Sponsor Loan			\$500,000		0.00%	30	30
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$5,650,000	\$239,811			

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.	Land donation		\$316,363
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$316,363

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$2,150,000
g.	HOME Funds	\$0
h.	Other:	\$0
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$2,200,000
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

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

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

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

[Empty text box for listing financing and credit enhancements]

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

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

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

c. **FALSE** Other [Empty text box]

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit					
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	=	\$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	=	\$0

b. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$802,797	(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0	

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

Equity Total \$802,797

2. Equity Gap Calculation

a. Total Development Cost	\$16,300,524
b. Total of Permanent Funding, Grants and Equity	- \$6,452,797
c. Equity Gap	\$9,847,727
d. Developer Equity	- \$985
e. Equity gap to be funded with low-income tax credit proceeds	\$9,846,742

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	\$1,119,060.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.880
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$1,118,948
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$9,846,742

c. Syndication: Select?

d. Investors: Select?

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$9,846,742

5. Net Equity Factor

Must be equal to or greater than 85% 87.9999890326%

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>\$16,300,524</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$6,452,797</u>
3. Equals Equity Gap		<u>\$9,847,727</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>87.9999890326%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$11,190,600</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,119,060</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,790,542</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,119,060</u>
Credit per LI Units	<u>\$21,114.3396</u>	
Credit per LI Bedroom	<u>\$10,266.6055</u>	
	Combined 30% & 70% PV Credit Requested	<u>\$1,119,060</u>

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units		\$54,842
Plus Other Income Source (list):	_____	\$795
Equals Total Monthly Income:		\$55,637
Twelve Months		x12
Equals Annual Gross Potential Income		\$667,644
Less Vacancy Allowance	7.0%	\$46,735
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$620,909

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	\$620,909
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$620,909
d. Total Expenses	\$340,395
e. Net Operating Income	\$280,514
f. Total Annual Debt Service	\$239,811
g. Cash Flow Available for Distribution	\$40,703

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	620,909	633,327	645,994	658,914	672,092
Less Oper. Expenses	340,395	350,607	361,125	371,959	383,118
Net Income	280,514	282,720	284,869	286,955	288,974
Less Debt Service	239,811	239,811	239,811	239,811	239,811
Cash Flow	40,703	42,909	45,058	47,144	49,163
Debt Coverage Ratio	1.17	1.18	1.19	1.20	1.21

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	685,534	699,244	713,229	727,494	742,044
Less Oper. Expenses	394,611	406,449	418,643	431,202	444,138
Net Income	290,923	292,795	294,586	296,292	297,905
Less Debt Service	239,811	239,811	239,811	239,811	239,811
Cash Flow	51,112	52,984	54,775	56,481	58,094
Debt Coverage Ratio	1.21	1.22	1.23	1.24	1.24

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	756,885	772,022	787,463	803,212	819,276
Less Oper. Expenses	457,462	471,186	485,322	499,882	514,878
Net Income	299,422	300,836	302,141	303,330	304,398
Less Debt Service	239,811	239,811	239,811	239,811	239,811
Cash Flow	59,611	61,025	62,330	63,519	64,587
Debt Coverage Ratio	1.25	1.25	1.26	1.26	1.27

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

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: Colbrook LLC
 By: PAD XXIII LLC, its Sole Member
 By: Better Housing Coalition, its Sole Member


By: 
 Its: President & CEO
 (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:	Thomas Allan Liebel
Virginia License#:	017551
Architecture Firm or Company:	Moseley Architects PC

By:  _____

Its: Vice 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:

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

1. READINESS:

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development < no points offered in Cycle 2022 >	N/A	0 pts for 2022	0.00
d. Location in a revitalization area based on Qualified Census Tract	Y	0 or 10	10.00
e. Location in a revitalization area with resolution	N	0 or 15	0.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			10.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	3.77
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	1.94%	Up to 40	3.88
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	3%	0, 20, 25 or 30	30.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
Total:			67.65

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			73.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	15%	Up to 15	2.26
g. Developments with less than 100 low income units	Y	up to 20	18.80
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>164.06</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$90,000	\$59,700

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	22.64%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	15.09%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.94%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.94%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.94%	Up to 50	0.00
Total:			<u>90.00</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	125.00
b. Cost per unit		Up to 100	100.00
Total:			<u>225.00</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	N	0 or 5	0.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			<u>65.00</u>

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

TOTAL SCORE: 646.71

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	32.00
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	0.00
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>73.00</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>73.00</u>

X.

Development Summary

Summary Information

2022 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Carter Woods III

Cycle Type: 9% Tax Credits	Requested Credit Amount: \$1,119,060	
Allocation Type: New Construction	Jurisdiction: Henrico County	
Total Units: 53	Population Target: PWD	
Total LI Units: 53		
Project Gross Sq Ft: 70,565.00	Owner Contact: Lee Alford	
Green Certified? TRUE		

Total Score
646.71

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$5,650,000	\$106,604	\$80	\$239,811
Grants	\$0	\$0		
Subsidized Funding	\$316,363	\$5,969		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$9,869,801	\$186,223	\$140	60.55%
General Req/Overhead/Profit	\$1,283,074	\$24,209	\$18	7.87%
Other Contract Costs	\$92,698	\$1,749	\$1	0.57%
Owner Costs	\$3,449,357	\$65,082	\$49	21.16%
Acquisition	\$0	\$0	\$0	0.00%
Developer Fee	\$1,605,594	\$30,294	\$23	9.85%
Total Uses	\$16,300,524	\$307,557		

Total Development Costs	
Total Improvements	\$14,694,930
Land Acquisition	\$0
Developer Fee	\$1,605,594
Total Development Costs	\$16,300,524

Proposed Cost Limit/Sq Ft:	\$231
Applicable Cost Limit/Sq Ft:	\$476
Proposed Cost Limit/Unit:	\$307,557
Applicable Cost Limit/Unit:	\$513,262

Income		
Gross Potential Income - LI Units		\$667,644
Gross Potential Income - Mkt Units		\$0
Subtotal		\$667,644
Less Vacancy %	7.00%	\$46,735
Effective Gross Income		\$620,909

Rental Assistance? TRUE

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	9
# of 2BR	32
# of 3BR	12
# of 4+ BR	0
Total Units	53

Expenses		
Category	Total	Per Unit
Administrative	\$93,935	\$1,772
Utilities	\$35,730	\$674
Operating & Maintenance	\$83,105	\$1,568
Taxes & Insurance	\$111,725	\$2,108
Total Operating Expenses	\$324,495	\$6,123
Replacement Reserves	\$15,900	\$300
Total Expenses	\$340,395	\$6,423

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	8	8
50% AMI	19	19
60% AMI	26	26
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$620,909
Total Expenses	\$340,395
Net Income	\$280,514
Debt Service	\$239,811
Debt Coverage Ratio (YR1):	1.17

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	\$1,790,542
Credit Requested	\$1,119,060
% of Savings	37.50%
Sliding Scale Points	125

4% Deals EUR Points
0.00

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 credit 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	\$16,300,524	
Total Square Feet	70,565.00	
Proposed Cost per SqFt	\$231.00	
Applicable Cost Limit per Sq Ft	\$476.00	
% of Savings	51.47%	
Total Units	53	
Proposed Cost per Unit	\$307,557	
Applicable Cost Limit per Unit	\$513,262	
% of Savings	40.08%	
Max % of Savings	51.47% Sliding Scale Points	100.00

\$/SF = **\$225.48** Credits/SF = **16.286681** Const \$/unit = **\$212,180.62**

TYPE OF PROJECT: GENERAL = 11000; ELDERLY = 12000
 LOCATION: Inner-NVA=100; Outer-NV=200; NWC=300; Rich=400; Tid=500; Balance=600
 TYPE OF CONSTRUCTION: N C=1; ADPT=2; REHAB(35,000+)=3; REHAB*(10,000-35,000)=4

11000
400
1

400
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	930.41	1,276.81	1,623.21	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	9	32	12	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	18,696	23,940	27,018	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	18,696	23,940	27,018	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	18,696	23,940	27,018	0	0	0	0
PROJECT CREDIT PER UNIT	0	15,153	20,795	26,437	0	0	0	0
CREDIT PER UNIT POINTS	0.00	6.44	15.86	0.97	0.00	0.00	0.00	0.00

TOTAL CREDIT PER UNIT POINTS **0.00**

This calculation of Credit per Unit points applies to 4% Tax Exempt deals only

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	18,696	23,940	27,018	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	18,696	23,940	27,018	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	18,696	23,940	27,018	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	18,696	23,940	27,018	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
CARTER WOODS III LLC
PURSUANT TO VIRGINIA CODE § 13.1-1023 (2)**

This Operating Agreement is made and entered into by PAD XXVI LLC, a Virginia limited liability company (the “Member”), the sole member of Carter Woods III LLC, a Virginia limited liability company (the “Company”), pursuant to Section 13.1-1023 of the Code of Virginia (1950), as amended.

1. Purpose of Company. The Company is formed for the purpose of acquiring certain real estate in Henrico County, Virginia, and developing and operating thereon affordable housing apartments and amenities, using a combination of debt and equity derived from federal low income housing tax credits (the “Project”), to do all acts necessary or incidental to the accomplishment of that purpose and to engage such engineers, architects, contractors and other persons to accomplish such purpose. In particular, the Company is authorized to prepare and file an application for reservation of low income housing tax credits with the Virginia Housing Development Authority and to enter into such other agreements as may be required for the purposes set forth above.

2. Management. The Company shall be member-managed by a Manager or Managers. Except as expressly provided otherwise in the Virginia Limited Liability Company Act, Sections 13.1-1000, et seq. of the Code of Virginia, as amended (hereinafter, the “Act”) the Articles or this Operating Agreement, the Manager or Managers shall (i) exercise complete and exclusive control of the management of the Company’s business and affairs and (ii) have the right, power, and authority on behalf of the Company, and in its name, to exercise all of the rights, powers, and authorities of the Company under the Act. The Manager shall discharge its duties in accordance with the standards of conduct set forth in section 13.1-1024.1 of the Act.

3. Initial Manager. The initial Manager of the Company shall be PAD XXVI LLC, which is also the sole member of the Company.

4. Indemnification. The Company shall indemnify any Manager against any and all claims or demands whatsoever. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Manager may be entitled. The Manager may take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

5. Liability of Manager. So long as the Manager acts in good faith and exercises good faith business judgment in determining the best interests of the Company, the Manager shall not be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing that it may do or refrain from doing in connection with the business and affairs of the Company with respect to the conduct of

the business and affairs of the Company.

6. **Admission of Members.** The Company may admit new Members upon such terms and conditions as may be agreeable to the Member/Manager.

7. **Purchase Option and Right of First Refusal.** The Company is expressly authorized to enter into a nonprofit purchase option and right of first refusal with Better Housing Coalition or other qualified nonprofit organization, which purchase option shall satisfy the requirements of Section 42 of the Internal Revenue Code of 1986, as amended.

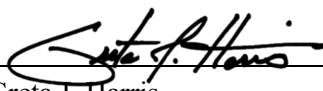
8. **Compliance with VHDA Rules and Regulations.** Notwithstanding any other provisions of this Agreement, this Company and its Members shall be subject to regulation and supervision by the Virginia Housing Development Authority (the “Authority”) in accordance with the Virginia Housing Development Authority Act, the Rules and Regulations of the Authority and any Deed of Trust assumed or to be assumed or executed or to be executed by this Company for the benefit of the Authority and shall be further subject to the exercise by the Authority of the rights and powers conferred on the Authority thereby. Notwithstanding any other provision of this Agreement, the Authority may rely upon the continuing effect of this provision that shall not be amended, altered, waived, supplemented or otherwise changed without the prior written consent of the Authority.

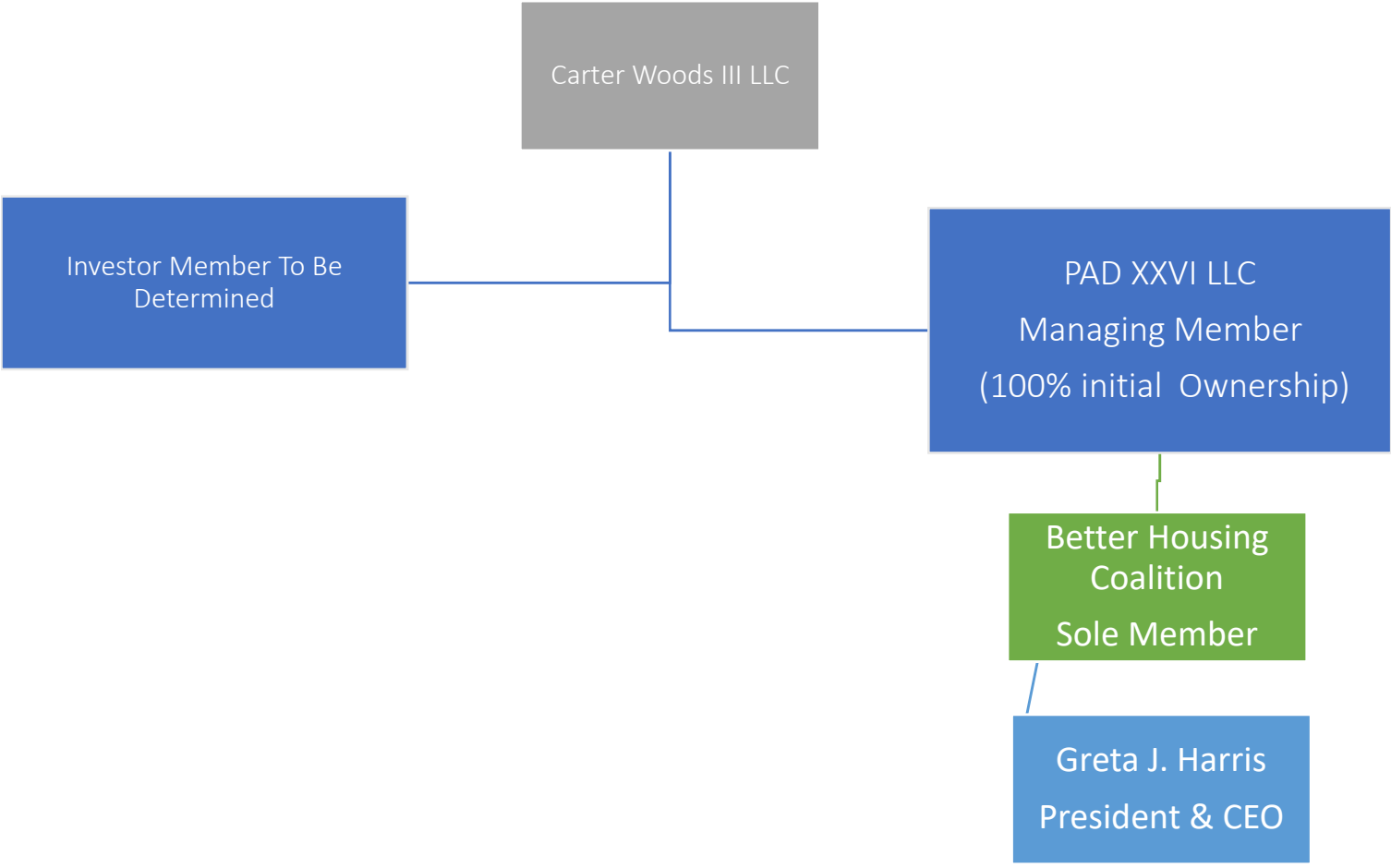
Witness the following signatures as of the 7th day of March 2022:

Sole Member:

PAD XXVI LLC,
a Virginia limited liability company

By: Better Housing Coalition,
a Virginia nonstock corporation,
its Sole Member

By: 
Name: Greta J. Harris
Title: President and CEO



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") made as of March 9, 2022 by and between Carter Woods III LLC, a Virginia limited liability company (the "Company"), and Better Housing Coalition, 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 Richmond, Virginia, known as Carter Woods III (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 Six Hundred Five Thousand Five Hundred Ninety-Four and No/100 Dollars (\$1,605,594); 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:

CARTER WOODS III LLC,
a Virginia limited liability company

By: PAD XXVI LLC,
a Virginia limited liability company,
its managing member

By: Better Housing Coalition,
a Virginia nonstock corporation,
its sole member

By: _____
Name: Greta J. Harris
Title: President and CEO

DEVELOPER:

BETTER HOUSING COALITION,
a Virginia nonstock corporation

By: _____
Name: Greta J. Harris
Title: President and CEO

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Carter Woods III LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on March 2, 2022; and

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 2, 2022

A handwritten signature in cursive script, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

Tab C:

Principal's Previous Participation Certification
(MANDATORY)



Previous Participation Certification Instructions

General Instructions:

The following certification:

- Must be completed, regardless of any principal's inclusion on the Developer Experience List.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

Definitions:

Development - the proposed multifamily rental housing development

Participants - the principals who will participate in the ownership of the development

Principal - any person (including any individual, joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity) that (i) with respect to the proposed development, will own or participate in the ownership of the proposed development or (ii) with respect to an existing multifamily rental property, has owned or participated in the ownership of such property, all as more fully described herein below. The person who is the owner of the proposed development or multifamily rental property is considered a principal. In determining whether any other person is a principal, the following guidelines shall govern:

- In the case of a partnership which is a principal (whether as the owner or otherwise), all general partners are also considered principals, regardless of the percentage interest of the general partner;
- In the case of a public or private corporation or organization or governmental entity that is a principal (whether as the owner or otherwise), principals also include the president, vice president, secretary, and treasurer and other officers who are directly responsible to the board of directors or any equivalent governing body, as well as all directors or other members of the governing body and any stockholder having a 25% or more interest;
- In the case of a limited liability company (LLC) that is a principal (whether as the owner or otherwise), all members are also considered principals, regardless of the percentage interest of the member;
- In the case of a trust that is a principal (whether as the owner or otherwise), all persons having a 25% or more beneficial ownership interest in the assets of such trust;
- In the case of any other person that is a principal (whether as the owner or otherwise), all persons having a 25% or more ownership interest in such other person are also considered principals; and

Instructions, cont'd

- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Please follow guidelines below for listing principals.

- If the owner is a partnership, list the names of all GPs, regardless of % interest in the General Partnership
- If the owner is an LLC, list the names of all members regardless of % interest
- If the owner is a Corporation (public or private), Organization or Governmental Entity, list the names of officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder having a 25% or more interest
- If the owner is a Trust, list the names of all persons having a 25% or more beneficial ownership interest in the assets of the trust
- If the owner is an Individual, list the name of anyone having a 25% or more ownership interest of the named individual

If none of the above applies, list the name of any person that directly or indirectly controls or has the power to control a principal.

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



Previous Participation Certification

Development Name: _____

Name of Applicant (entity): _____

I hereby certify that:

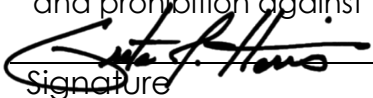
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily 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

Printed Name

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: Carter Woods III
 Name of Applicant: Carter Woods III 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 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 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.
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Better Housing Coalition/ Greta J. Harris/ President & CEO Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
 Principal's Name: Y or N

Development #	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Carter Woods; 301 Dabbs House Road, Henrico County	PAD Henrico c/o BHC (804) 644-0546	Y	80	80	12/16/2004	7/6/2005	N
2	Market Square III; 7101 Bensley Commons Lane, Chesterfield County	PAD Chesterfield III c/o BHC (804) 644-0546	Y	69	69	4/4/2006	7/21/2006	N
3	Carter Woods Phase II; 301 Dabbs House Road, Henrico County	PAD Henrico II c/o BHC (804) 644-0546	Y	72	72	10/20/2006	5/17/2007	N
4	Randolph Place; 300 South Randolph St. Richmond	PAD Randolph Inc. c/o BHC (804) 644-0546	Y	50	50	10/30/2007	3/2/2008	N
5	Lincoln Mews; 4101 North Ave. Richmond	PAD VII, Inc. c/o BHC (804) 644-0546	Y	115	115	1/1/2009	5/26/2010	N
6	Lincoln Mews II; 4101 North Ave. Richmond	PAD VIII, Inc. c/o BHC (804) 644-0546	Y	130	130	8/26/2010	6/20/2011	N
7	Claiborne Square; 518 Halifax St. Petersburg	PAD Claiborne LLC c/o BHC (804) 644-0546	Y	47	47	7/1/2011	4/9/2012	N
8	North Oak; 617 North Laburnum Ave. Richmond	PAD XII, Inc. c/o BHC (804) 644-0546	Y	143	115	3/2/2012	10/8/2013	N
9	Jefferson Mews; City Scattered Sites East, Richmond	PAD XIII, Inc. c/o BHC (804) 644-0546	Y	47	47	5/22/2013	12/3/2014	N
10	Somanath Seniors (formerly 28th St Seniors); 1208 N 28th St. Richmond	PAD IX, Inc. c/o BHC (804) 644-0546	Y	39	39	7/17/2013	5/28/2014	N
11	Goodwyn at Union Hill; 2230, 2236, 2238.5 Venable St. Richmond	PAD XVI, Inc. c/o BHC (804) 644-0546	Y	52	52	4/23/2019	10/15/2019	N
12	Market Square IV; 2501 New Park Road, Chesterfield County	PAD Chesterfield IV c/o BHC (804) 644-0546	Y	60	60	7/30/2020	4/15/2021	N
13	Market Square V; 7300 & 7310 Taw Street Chesterfield County	PAD XVIII, Inc c/o BHC (804) 644-0546	Y	105	105	1/16/2019	4/9/2020	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
 TOTAL: 1,009 981 LIHTC as % of Total Units 97%

Tab E:

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

OPTION TO RECEIVE DONATION

This Option to Receive Donation (this “*Agreement*”), effective as of March 9, 2022 (“*Effective Date*”), is made by and between Richmond Affordable Housing, a Virginia nonstock corporation (“*Donor*”), and Carter Woods III LLC, a Virginia limited liability company (collectively, “*Donee*”).

RECITALS

- A. Donor is the owner of certain real property located in Richmond, Virginia and described on the attached Exhibit A, together with the improvements, fixtures and related personal property (collectively, the “*Property*”), and wishes to grant Donee an option to receive a donation of the Property on the terms and conditions stated below.
- B. Donee wishes to accept the option to receive a donation of the Property on the terms and conditions stated below.

Therefore, the parties agree as follows:

AGREEMENT

1. **Grant of Option.** In consideration of Donor’s receipt of \$10.00 from Donee (which is hereby acknowledged), Donor hereby grants to Donee (i) the exclusive right and option (the “*Option*”) to receive a donation of the Property, together with all appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Donor in and to any streets, alleys or rights-of-way adjoining the Property, (ii) any density rights that may be transferred or received and (iii) all development rights and entitlements related to the Property at any time after the Effective Date, and continuing until 5:00 p.m. on December 31, 2022 (the “*Expiration Date*”).
2. **Donation Value of Property.** The total donation value of the Property will be equal to \$316,363.28 (the “*Donation Value*”), which amount is consistent with a recent assessment of the Property.
3. **No Application of Option Consideration to Donation Value.** If Donee elects to receive the Property under the terms and conditions of this Agreement, the consideration paid for the Option will not be applied against the Donation Value.
4. **Exercise of Option.** Donee may exercise the Option by giving Donor written notice, signed by an authorized representative of the Donee, on or before the Expiration Date.
5. **Failure to Exercise Option.** If Donee does not exercise the Option in accordance with its terms before the Expiration Date, the Option and the rights of Donee under this Agreement will automatically and immediately terminate without notice.
6. **Closing.** Closing on the Donor’s donation of the Property to Donee pursuant to this Agreement (the “*Closing*”) will occur within 270 days after Donee has given Donor written notice that it is exercising the Option. Closing will be accomplished through the escrowed delivery of all documents and funds required by this Agreement to Donee’s selected title company (the “*Title Company*”).
7. **Conditions to Closing.** The obligations of Donee hereunder are subject to and contingent upon Donee’s ability to obtain a policy of title insurance, written by a title insurer acceptable to Donee, insuring the title to the Property on terms acceptable to Donee.

8. **Items to be Delivered by Donor at Closing.** At Closing, Donor will execute, deliver and/or provide to the Title Company, or will cause to be executed, delivered and/or provided to Title Company, the following (“**Closing Documents**”):
 - 8.1. a Special Warranty Deed (the “**Deed**”) conveying to Donee fee simple title to the Property, free and clear of any liens or encumbrances other than encumbrances permitted by Donee, in its as-is, where-is condition, and without representation or warranty;
 - 8.2. evidence reasonably satisfactory to the Title Company authorizing the consummation by Donor of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith;
 - 8.3. all such other documents and instruments customarily executed and delivered by a donor of property similar to the Property in question in the jurisdiction in which such Property is located, consistent with the terms and provisions of this Agreement; and
 - 8.4. the customary form of affidavit certifying to the Title Company, among other things: (i) the absence of claims which would give rise to mechanic's and materialmen's liens, (ii) that Donor is the only party in possession of the Property, and (iii) that there are no pending suits or outstanding judgments against either Donor or the Property.
9. **Items to be Delivered by Donee at Closing.** At Closing, Donee will execute, deliver and/or provide to the Title Company or cause to be executed, delivered and/or provided to Title Company, the following:
 - 9.1. evidence reasonably satisfactory to the Title Company authorizing the consummation by Donee of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith; and
 - 9.2. all such other documents and instruments customarily executed and delivered by recipients of donations of property similar to the Property in question in the jurisdiction in which such Property is located, consistent with the terms and provisions of this Agreement.
10. **Closing Costs and Prorations.** All closing costs will be paid by Donee, including transfer and recordation taxes on the Deed, provided, however, each party will pay its own attorneys' fees. Real property taxes for the Property will be prorated as of the day preceding the Closing, and Donor will pay Donor's pro rata portion thereof at Closing. In the event that the amount of real property taxes for the current year is unknown at Closing, the taxes will be prorated based on taxes assessed for the immediately preceding year, and Donee will notify Donor of any necessary adjustment to such proration within thirty (30) days after correct tax figures are known, and thereafter any necessary adjustments will be made.
11. **Tax Benefits.** Donor is responsible for independently seeking the advice of tax counsel regarding the tax deductible status of the donation.
12. **Notices.** All notices provided for in this Agreement will be deemed to have been duly given if and when deposited in the United States mail with proper and sufficient postage affixed, properly

addressed to the party for whom intended at the party's address listed above, or when delivered personally to such party.


13. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties, their successors and assigns.

[signature page follows]

The parties have executed this Option as of the Effective Date.

DONOR

RICHMOND AFFORDABLE HOUSING,
a Virginia nonstock corporation

By: 
Name: Greta J. Harris
Title: President and CEO

DONEE

CARTER WOODS III LLC,
a Virginia limited liability company

By: PAD XXVI LLC,
a Virginia limited liability company,
its managing member

By: Better Housing Coalition,
a Virginia nonstock corporation,
its sole member

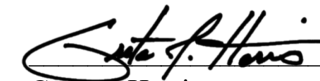
By: 
Name: Greta J. Harris
Title: President and CEO

Exhibit A

Property Description

DESCRIPTION OF A 10.328 ACRE PARCEL OF LAND LOCATED IN THE COUNTY OF HENRICO, VIRGINIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A POINT BEING THE INTERSECTION OF THE EAST LINE OF DABBS HOUSE ROAD AND THE SOUTH LINE OF SHILLINGFORD DRIVE; THENCE CONTINUING ALONG THE EAST LINE OF DABBS HOUSE ROAD SOUTH 01°32'57" WEST A DISTANCE OF 102.81 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF DABBS HOUSE ROAD SOUTH 68°56'25" EAST A DISTANCE OF 215.47 FEET TO A POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 68°51'17" EAST A DISTANCE OF 162.99 FEET TO A FOUND STONE; THENCE SOUTH 69°11'35" EAST A DISTANCE OF 254.74 FEET TO A FOUND ROD; THENCE SOUTH 01°54'53" WEST A DISTANCE OF 1,058.31 FEET TO A FOUND ROD; THENCE SOUTH 89°54'46" WEST A DISTANCE OF 399.22 FEET TO A FOUND ROD; THENCE NORTH 02°06'25" EAST A DISTANCE OF 1,208.43 FEET TO A POINT BEING THE POINT OF BEGINNING AND CONTAINING 10.328 ACRES OF LAND, MORE OR LESS.



COUNTY OF HENRICO - FINANCE DEPARTMENT REAL ESTATE ASSESSMENT DIVISION

Address: 4301 E. Parham Rd.
Henrico, VA 23273-2745
Phone: 804-501-4300
Fax: 804-501-5420

Base Information

Parcel ID	807-723-6293	Parcel Address	NINE MILE RD
Vision PID #	89922	Appraiser	D
State Code	Comm & Ind	Neighborhood	09901 - Apartments
Use Code	701 Vacant Multi Fam R5-R6	Acreage	10.33
Tax Type	Taxable	Owner (Jan 1)	BETTER HOUSING COALITION
Zoning	R-5C	Owner (Cur)	BETTER HOUSING COALITION
Tax Dist	Regular	Mailing Address	
Magisterial	Varina		23 W BROAD ST STE 100
Subdivision	Acreage		RICHMOND VA
Section		Zip	23220-4295
Block		Old Map #	
Lot	10.33 acres PAR 3	Pre 1992 Map #	
		Map Page #	230

Image

Photo Not Available

Last Photo Update Unknown

Last Transfer

Sale Date	Sale Price	Deed Book	Page	Previous Owner	Sale Comment
05/18/2012	\$0	4991	1905	RICHMOND AFFORDABLE HNSG	Gift/Partial Int. Etc.

Photo Not Available

Current Assessment

Year	Date	Land	Land Use	Improvements	Total
2022	01/31/2022	\$1,054,000		\$0	\$1,054,000

Land Information

Type	# Units	Unit Type	Sqft	Zoning
G3	106	UT	0	R-5C
G5	28	UT	0	R-5C

Sketch Details

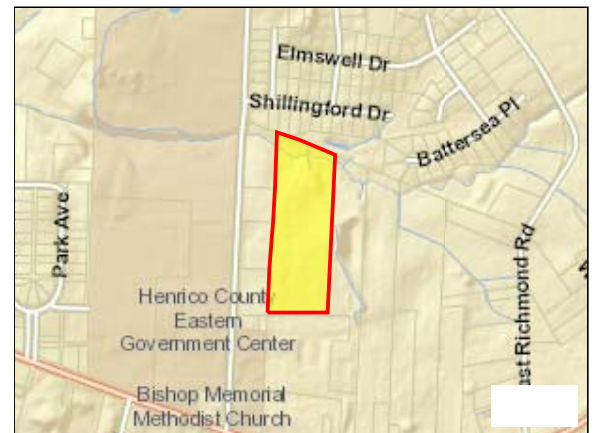
no data found

Notes

11/16/21 - REZ2021-00049 - Approval to conditionally rezone from M-1C Light Industrial District (Conditional) to R-5C General Residence District (Conditional) parcel 807-723-6293 containing 10.328 acres. 106 apartments and 28 townhouses planned.

1) 6/12/06 10.33 acres split from parcel #807-723-9369 for 2007 per owners request. 2-20-2008 Recorded to Correct the Property Description DB 4474-1059

Map



Legal Disclaimer: Non-confidential real estate assessment records are public information under Virginia law, and Internet display of non-confidential property information is specifically authorized by Virginia Code 58.1-3122.2. While the Real Estate Division has worked to ensure that the assessment data contained herein is

2/15/2022

Base

accurate, Henrico County assumes no liability for any errors, omissions, or inaccuracies in the information provided or for any reliance on any maps or data provided herein. Please consult County records in the Real Estate Division for official information.

Click [Real_Estate_Comments](#) to submit comments or corrections.

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 Virginia Housing.

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

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

Additional Optional Certifications

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


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

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

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

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

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

Signed: 

Date: 3.3.2022

Printed Name: Sean Shanley

RESNET Rater

Resnet Provider Agency

Viridiant

Signature 

Provider Contact and Phone/Email

804-212-1934

Sean.shanley@viridiant.org

Carter Woods III 2022 LIHTC Pre-Review Comments

Project Address

Nine Mile Rd
Henrico, VA 23273

Project Summary

Carter Woods III is a new construction low-rise multifamily development, comprised of 53 units located in Henrico, VA. Better Housing Coalition plans to construct the project utilizing 9% LIHTC. As part of their funding application the project is seeking certification under the ENERGY STAR Multifamily New Construction Program V1 (ESMFNC). This level of certification requires the project to have a maximum HERS index in compliance with the ESMFNC floating target HERS score and completion of all ENERGY STAR required checklists. Additionally the project is seeking certification under the Earthcraft Multifamily Program which requires a HERS of 75 at most and at least 150 points on the Multifamily New Construction workbook. Tom Liebel of Moseley architects is the primary architect contact for this project.

Unit-Level Energy Modeling

Unit-level models were generated using Ekotrope v4.0.1 based on the proposed scope and plans provided by the project team dated February 24th, 2022. With the current scope of work, the worst case units in the development are obtaining a projected HERS index of 61. The following outlines the scope as it is currently modeled.

Enclosure:

- R-10 Grade II slab insulation
- R-19 Grade II cavity insulation in exterior above grade walls & R-3 continuous exterior insulation
- R-13 Grade II cavity insulation in party walls and adiabatic ceilings/floors
- R-22 Grade II insulation in Rim Joists
- R-38 Grade II unfaced fiberglass batts in attic
- 0.21 U-Value for opaque doors
- 0.32 U-Value/0.27 SHGC windows & glass doors

Mechanicals:

- SEER 16, HSPF 8.5, 24k air source heat pump for 3BR – 18K for 1 & 2BR units
- 0.93 UEF storage electric water heaters, 50 gallon for 3BR – 40 gallon for 1 & 2BR units
- 5 ACH₅₀ for infiltration threshold/blower door test
- 4% duct leakage to the outside, 8% total duct leakage
- Ducts within conditioned space and insulated to R-6, ducts in top floor attic insulated to R-8
- 40 watt ERV providing fresh air @ 66% recovery

Carter Woods III
March 2, 2022



Lights & Appliances:

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Riggs".

Bill Riggs
Project Manager, Viridiant

Home Energy Rating Certificate

Projected Report

Rating Date: 2022-03-03

Registry ID:

Ekotrope ID: kvyyoVnv

HERS® Index Score:

61

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$578

*Relative to an average U.S. home

Home:
Nine Mile
Henrico, VA 23273

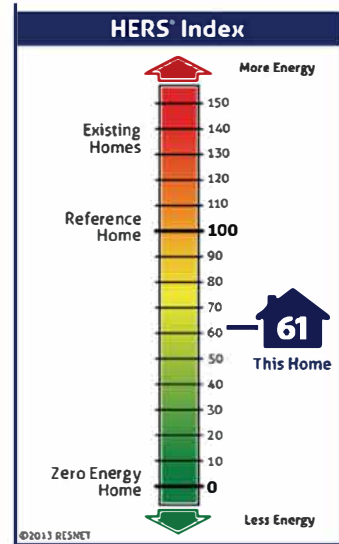
Builder:
Better Housing Coalition

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	1.6
Cooling	1.1
Hot Water	4.2
Lights/Appliances	12.9
Service Charges	
Generation (e.g. Solar)	0.0
Total:	19.8

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	764 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	25 CFM • 40 Watts
Duct Leakage to Outside:	30.56 CFM @ 25Pa (4 / 100 ft ²)
Above Grade Walls:	R-25
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Bill Riggs
RESNET ID: 3259518

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

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

Bill Riggs, Certified Energy Rater
Digitally signed: 3/3/22 at 11:06 AM



Home Energy Rating Certificate

Projected Report

Rating Date: 2022-03-03

Registry ID:

Ekotrope ID: MvD93j62

HERS® Index Score:

57

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$613

*Relative to an average U.S. home

Home:
Nine Mile
Henrico, VA 23273

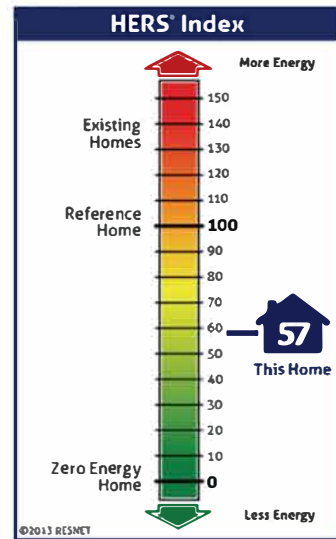
Builder:
Better Housing Coalition

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	0.8
Cooling	0.9
Hot Water	4.2
Lights/Appliances	13.0
Service Charges	
Generation (e.g. Solar)	0.0
Total:	19.0

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	764 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	25 CFM • 40 Watts
Duct Leakage to Outside:	30.56 CFM @ 25Pa (4 / 100 ft ²)
Above Grade Walls:	R-25
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Bill Riggs
RESNET ID: 3259518

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

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

Bill Riggs, Certified Energy Rater
Digitally signed: 3/3/22 at 11:06 AM



Home Energy Rating Certificate

Projected Report

Rating Date: 2022-03-02

Registry ID:

Ekotrope ID: wdkokpld

HERS® Index Score:

58

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$960

*Relative to an average U.S. home

Home:
Nine Mile
Henrico, VA 23273

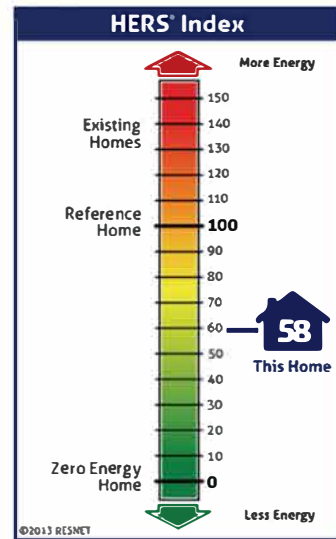
Builder:
Better Housing Coalition

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	4.3
Cooling	2.0
Hot Water	7.1
Lights/Appliances	17.3
Service Charges	
Generation (e.g. Solar)	0.0
Total:	30.7

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,361 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	40 CFM • 40 Watts
Duct Leakage to Outside:	54.44 CFM @ 25Pa (4 / 100 ft ²)
Above Grade Walls:	R-22
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Bill Riggs
RESNET ID: 3259518

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

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

Bill Riggs, Certified Energy Rater
Digitally signed: 3/3/22 at 11:06 AM



Home Energy Rating Certificate

Projected Report

Rating Date: 2022-03-03

Registry ID:

Ekotrope ID: VdG9MrO2

HERS® Index Score:

59

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$615

*Relative to an average U.S. home

Home:
Nine Mile
Henrico, VA 23273

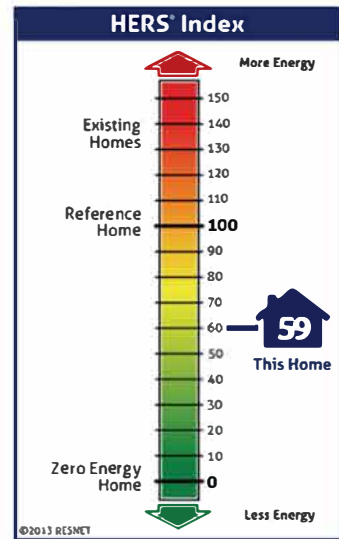
Builder:
Better Housing Coalition

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	1.9
Cooling	1.1
Hot Water	4.2
Lights/Appliances	12.9
Service Charges	
Generation (e.g. Solar)	0.0
Total:	20.0

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	764 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	25 CFM • 40 Watts
Duct Leakage to Outside:	30.56 CFM @ 25Pa (4 / 100 ft ²)
Above Grade Walls:	R-25
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Bill Riggs
RESNET ID: 3259518

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

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

Bill Riggs, Certified Energy Rater
Digitally signed: 3/3/22 at 11:06 AM



Home Energy Rating Certificate

Projected Report

Rating Date: 2022-03-02
 Registry ID:
 Ekotrope ID: ZdmJWyXv

HERS® Index Score:

55

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$1,016

*Relative to an average U.S. home

Home:
 Nine Mile
 Henrico, VA 23273

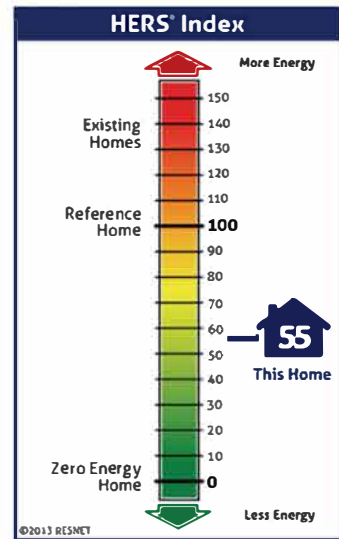
Builder:
 Better Housing Coalition

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	4.1
Cooling	1.9
Hot Water	7.1
Lights/Appliances	17.3
Service Charges	
Generation (e.g. Solar)	0.0
Total:	30.5

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,361 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	40 CFM • 40 Watts
Duct Leakage to Outside:	54.44 CFM @ 25Pa (4 / 100 ft ²)
Above Grade Walls:	R-22
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Bill Riggs
 RESNET ID: 3259518

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

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

Bill Riggs, Certified Energy Rater
 Digitally signed: 3/3/22 at 11:06 AM



Home Energy Rating Certificate

Projected Report

Rating Date: 2022-03-02

Registry ID:

Ekotrope ID: kLZ9KRG2

HERS® Index Score:

52

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$1,022

*Relative to an average U.S. home

Home:
Nine Mile
Henrico, VA 23273

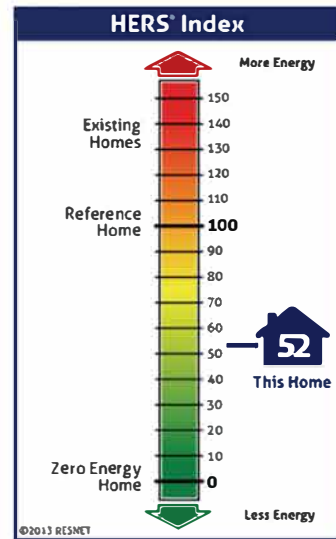
Builder:
Better Housing Coalition

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	2.0
Cooling	1.7
Hot Water	7.1
Lights/Appliances	17.5
Service Charges	
Generation (e.g. Solar)	0.0
Total:	28.3

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,361 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	40 CFM • 40 Watts
Duct Leakage to Outside:	54.44 CFM @ 25Pa (4 / 100 ft ²)
Above Grade Walls:	R-22
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Bill Riggs
RESNET ID: 3259518

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

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

Bill Riggs, Certified Energy Rater
Digitally signed: 3/3/22 at 11:06 AM





Project Name: Carter Woods III
Construction Type: New Construction
Energy Efficiency Path: Energy Star

Unit Type	Quantity	HERS	ENERGY STAR Target
1 bd Bottom/Mid	6	61	
1 bd Top	3	59	
2 bd Bottom/Mid	21	59	
2 bd Top	11	57	
3 bd Bottom/Mid	8	58	
3 bd Top	4	55	
Projected Project HERS - Weighted Average		58	

Tab G:

Zoning Certification Letter (MANDATORY)



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

Zoning Certification

DATE:

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

RE:

ZONING CERTIFICATION

Carter Woods III

Name of Development:

Carter Woods III LLC

Name of Owner/Applicant:

Richmond Affordable Housing

Name of Seller/Current Owner:

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credits.

DEVELOPMENT DESCRIPTION:

Development Address:

Longitude: -77.37999

Latitude: 37.54382

Richmond, VA 23233

Legal Description:

See attached

Proposed Improvements:

- New Construction: 53 # Units 2 # Buildings 70,565 Total Floor Area Sq. Ft.
- Adaptive Reuse: # Units # Buildings Total Floor Area Sq. Ft.
- Rehabilitation: # Units # Buildings Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: R-5C General Residence District allowing a density of
14.5 units per acre, and the following other applicable conditions: _____

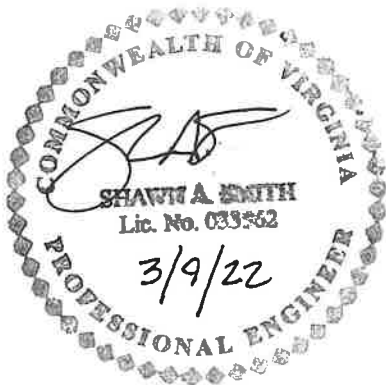
Other Descriptive Information:
New construction of a 53 unit multifamily development built to EarthCraft Gold standards.


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

Shawn A. Smith

Printed Name

Senior Project Manager

Title of Local Official or Civil Engineer

804.200.6500

Phone:

3/9/2022

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.



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

DESCRIPTION OF A 10.328 ACRE PARCEL OF LAND LOCATED IN THE COUNTY OF HENRICO, VIRGINIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A POINT BEING THE INTERSECTION OF THE EAST LINE OF DABBS HOUSE ROAD AND THE SOUTH LINE OF SHILLINGFORD DRIVE; THENCE CONTINUING ALONG THE EAST LINE OF DABBS HOUSE ROAD SOUTH $01^{\circ}32'57''$ WEST A DISTANCE OF 102.81 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF DABBS HOUSE ROAD SOUTH $68^{\circ}56'25''$ EAST A DISTANCE OF 215.47 FEET TO A POINT BEING THE POINT OF BEGINNING; THENCE SOUTH $68^{\circ}51'17''$ EAST A DISTANCE OF 162.99 FEET TO A FOUND STONE; THENCE SOUTH $69^{\circ}11'35''$ EAST A DISTANCE OF 254.74 FEET TO A FOUND ROD; THENCE SOUTH $01^{\circ}54'53''$ WEST A DISTANCE OF 1,058.31 FEET TO A FOUND ROD; THENCE SOUTH $89^{\circ}54'46''$ WEST A DISTANCE OF 399.22 FEET TO A FOUND ROD; THENCE NORTH $02^{\circ}06'25''$ EAST A DISTANCE OF 1,208.43 FEET TO A POINT BEING THE POINT OF BEGINNING AND CONTAINING 10.328 ACRES OF LAND, MORE OR LESS.

Tab H:

Attorney's Opinion (MANDATORY)

March 9, 2022

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

RE: 2022 Tax Credit Reservation Request

Name of Development: Carter Woods III
Name of Owner: Carter Woods III 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 March 9, 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 section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

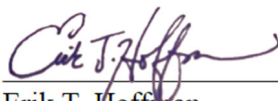
6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

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

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

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: _____
 - Name of owner/applicant: _____
 - Name of non-profit entity: _____
 - Address of principal place of business of non-profit entity:

 - Tax exempt status: 501(c)(3) 501(c)(4) 501(a)
 - Date of legal formation of non-profit (must be prior to application deadline); _____
evidenced by the following documentation:

 - Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):

 - Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):

 - 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.)?
_____ How many part time, paid staff members? _____
- Describe the duties of all staff members:

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

- List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:

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?

(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?

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:

- (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):

- (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:

- 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.

- 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:

- 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:

- 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:

- 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:

- 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:

- 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:

- 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:

- 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:

- 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).

- 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).

- 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:

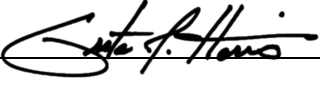
Non-profit Questionnaire, cont'd

5. Attachments

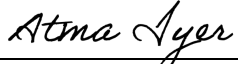
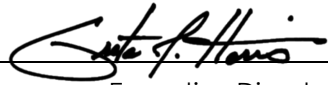
Documentation of any of the above need not be submitted unless requested by VHDA

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.

Date

Owner/Applicant
By: 
Its: _____
Title

Date

Non-profit
By: 
Board Chairman
By: 
Executive Director

INTERNAL REVENUE SERVICE

FAX TRANSMISSION
Cover SheetDate: January 27, 2016**To:** GRETA J HARRISAddress/Organization: BETTER HOUSING COALITIONFax Number: (804) 644-1057

Office Number: _____

From: Diehl Rhonda M

Address/Organization: _____

Fax Number: _____

Office Number: _____

Number of pages:

*Including cover page***Subject:**

This communication is intended for the sole use of the individual to whom it is addressed and may contain confidential information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited by the provisions of the Internal Revenue code. If you have received this communication in error, please contact the sender immediately by telephone. Thank you.



**Department of the Treasury
Internal Revenue Service
Cincinnati, OH 45999**

In reply refer to: 0231574829
Jan 27, 2016 LTR 147C
54-1479059

**BETTER HOUSING COALITION
23 W BROAD ST STE 100
RICHMOND VA 23220-4295 254**

Taxpayer Identification Number: 54-1479059

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of January 20th, 2016.

Your Employer Identification Number (EIN) is 54-1479059. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mrs. Diehl
1001808884
Customer Service Representative

9/22/88
FINAL
FILED WITH
STATE CORP.
COMM. BY
RICHARD STARKE

ARTICLES OF RESTATEMENT
RESTATING
THE ARTICLES OF INCORPORATION OF
RICHMOND BETTER HOUSING COALITION

1. The name of the nonstock corporation is:
Richmond Better Housing Coalition
2. The text of the Restated Articles of Incorporation is the text attached hereto and incorporated herein as Exhibit 1.
3. The Restated Articles of Incorporation were adopted as of August 24, 1988, by action of the Board of Directors at a duly called meeting of the Board of Directors. The restatement does not contain an amendment requiring members' approval.

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles to be executed in its name by the Chairman of the Board of Directors.

RICHMOND BETTER HOUSING COALITION

By: Mary Tyler Cheek
Name: Mary Tyler Cheek
Title: Chairman of the Board of Directors

Filed with State Corporation Commission
September 22, 1988

EXHIBIT 1

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

RICHMOND BETTER HOUSING COALITION

A Virginia Non-Stock Corporation

I

The name of the Corporation is Richmond Better Housing Coalition.

II

The Corporation is organized entirely for the charitable purposes of ensuring that every resident of the City of Richmond, Virginia, metropolitan area shall have a decent, safe and affordable place to live, and shall undertake any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly, and either alone or in conjunction or cooperation with others, whether such others be persons or organizations of any kind or nature, such as corporations, firms, associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies. The Corporation shall at all times act as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

III

Membership in the Corporation shall be open, without regard to race, age, creed, sex or national origin, to any entity operating, and any individual residing, in the City of Richmond, Virginia, metropolitan area, provided that the prospective member supports the purposes of the Corporation.

IV

(1) The entire voting power of the Corporation shall be vested in the Board of Directors of the Corporation. Except for the initial Board of Directors of the Corporation, the Board of Directors shall be comprised of twenty-five (25) Directors, of whom not less than four nor more than eight shall be representatives of each of the following classes: (a) non-profit organizations based in lower income communities; (b) non-profit organizations serving lower income communities; (c) religious and other non-profit organizations, local governments, public agencies and businesses; and (d) individuals. No distinction shall be made among Directors for voting privileges and all Directors shall have an equal vote on all matters before the Board of Directors.

(2) The Directors constituting the initial Board of Directors shall hold office until the first annual meeting of the members. At that meeting, not more than twenty-five (25) Directors shall be elected, one-third of whom, as near as may be, shall serve one year terms, one-third of whom, as near as may be, shall serve two year terms, and one-third of whom, as near as may be, shall serve three year terms. At each subsequent annual meeting of members, Directors shall be chosen to succeed those whose terms expire, and shall themselves serve terms of three years.

(3) Any Director who has completed two full three year terms shall be ineligible for reelection until one year has elapsed.

V

(A) In furtherance, but not in limitation, of its charitable and educational purposes, the Corporation shall have the following powers:

(1) To solicit, collect and receive money and other assets, and to administer funds and contributions received by grant, gift, deed, bequest or devise, and otherwise to acquire money, securities, property, rights and services of every kind and description, and to hold, invest, expend, contribute, use, sell or otherwise dispose

of any money, securities, property, rights or services so acquired for the purposes above mentioned;

(2) To borrow money and to make, accept, endorse, execute and issue bonds, debentures, promissory notes, and other corporate obligations, for moneys borrowed, or in payment for property acquired or for any of the purposes of the corporation, and to secure payment of any such obligation by mortgage, pledge, deed, indenture, agreement or other instrument of trust, or by other lien upon, assignment of or agreement in regard to all or any part of the property, rights or privileges of the Corporation;

(3) To invest and reinvest its funds in such mortgages, bonds, notes, debentures, shares of preferred and common stock, and any other securities of any kind whatsoever, and property, real, personal or mixed, tangible or intangible, all as the Corporation's Board of Directors shall deem advisable and as may be permitted by law;

(4) To engage in housing production and related activities in order to improve the living conditions of the residents of the Richmond metropolitan area;

(5) To engage in any and all other activities which will directly or indirectly improve the welfare and economic conditions of said residents; and

(6) To exercise all other rights and powers conferred upon corporations formed under the Virginia Nonstock Corporation Act, provided, however, that the Corporation shall not engage in any activities or exercise any powers, including those specifically mentioned herein, that are not in furtherance of the specific and primary charitable and educational purposes of the Corporation.

(B) All of the foregoing purposes and powers shall be exercised exclusively for charitable and educational purposes in such manner that the Corporation shall qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as they are currently and shall hereinafter be in force and effect.

VI

(1) No part of the net earnings of the Corporation shall inure to the benefit of any Director, officer or employee of the Corporation, or any other person (except that reasonable compensation may be paid for services rendered to or for the Corporation as to its purposes). Except in accordance with Section 13.1-871 of the Code of Virginia of 1950, as amended, and as permitted under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, the Corporation shall not enter into any transaction in which a Director of the Corporation has a direct or indirect personal interest.

(2) Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, disburse all assets of the Corporation to one or more organizations organized and operated exclusively for charitable, educational, or civic purposes which at that time qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Any such assets not so disbursed shall be disbursed by the appropriate court of the City of Richmond, Virginia, exclusively for such purposes or to such organizations, all as determined by such Court.

(3) The Corporation shall not participate or intervene as to any political campaign on behalf of (or in opposition to) any candidate for public office, nor shall any substantial part of its activities consist of attempts to influence legislation, except as otherwise allowed by Subsection 501(h) of the Internal Revenue Code of 1986, as amended.

VII

(1) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (including an action or suit by or in the right of the Corporation to procure a judgment in its favor) by reason of the fact that he or she is or

was a Director or officer of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against judgments, fines, amounts paid in settlement, and expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with such action, suit or proceeding; provided that the Corporation shall not indemnify any such person against (a) his or her willful misconduct; (b) a knowing violation of the criminal law; or (c) any conduct for which indemnification is now or hereafter prohibited by any applicable law or regulation. A Director or officer of the Corporation is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on him or her or otherwise involve services by him or her to the plan or to participants in or beneficiaries of the plan.

(2) To the extent that any such person entirely prevails in the defense of any action, suit or proceeding referred to in section (1) of this Article VII or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith.

(3) Any indemnification under section (1) of this Article VII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of any such person is proper in the circumstances because he or she has met the applicable standard of conduct. Such determination shall be made (a) by the Corporation's Board of Directors by a majority vote of a quorum consisting of Directors who were not at the time parties to such action, suit or proceeding; or (b) by special legal counsel, (i) selected by the Board of Directors in the manner prescribed in subsection (a) of this section (3) of this Article VII, or (ii) if a quorum of the Board of Directors cannot be obtained under such subsection (a), selected by majority vote of the full Board of Directors, in which selection directors who are at the time parties to the proceeding may participate. If the determination is to be made by the Directors, they may rely, as to all questions of law, on

the advice of independent counsel. The termination of a proceeding by judgment, order, settlement or conviction is not, of itself, determinative that a person is not entitled to indemnification under this Article VII.

(4) Expenses (including attorneys' fees) incurred in defending an action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, may be paid (but shall not hereby be required to be paid) by the Corporation in advance of the final disposition of such action, suit or proceeding if (a) such person furnished the Corporation a written statement of his or her good faith belief that he or she is entitled to indemnification pursuant to this Article VII; (b) such person furnishes the Corporation a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard for indemnification under this Article VII; and (c) a determination is made in the manner provided in section (3) of this Article VII that the facts then known to those making the determination would not preclude indemnification under this Article VII. The undertaking required by this section (4) shall be an unlimited general obligation of the person being indemnified but need not be secured and may be accepted without reference to his or her financial ability to make repayment.

(5) The Board of Directors is hereby empowered, by majority vote of a quorum of disinterested Directors, to cause the Corporation to indemnify, or contract in advance to indemnify, any person not specified in section (1) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, by reason of the fact that he or she is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust or another enterprise, to the same extent as if such person were specified as one to whom indemnification is granted in section (1). The provisions of sections (2) through (4) of this Article VII shall be applicable to any indemnification provided hereafter pursuant to this section (5).

(6) The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article VII and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article VII.

(7) Every reference herein to Director, officer, employee or agent shall include former Directors, officers, employees and agents and their respective heirs, executors and administrators. The indemnification hereby provided and provided hereafter pursuant to the power hereby conferred on the Board of Directors shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Corporation or others, with respect to claims, issues or matters in relation to which the Corporation would not have the power to indemnify such person under the provisions of this Article VII.

Mary Tyler Cheek
Mary Tyler Cheek, Chairman
of the Board of Directors

Dated: September 22, 1988

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
31 HOPKINS PLAZA
BALTIMORE, MD 21201

DEPARTMENT OF THE TREASURY

OCT 26 REC'D

Date: OCT 21 1992

Employer Identification Number:

54-1479059

Contact Person:

M MCCARTHY

Contact Telephone Number:

(410) 962-7756

RICHMOND BETTER HOUSING COALITION
601 S BELVEDERE ST
RICHMOND, VA 23220-6504

Our Letter Dated:

January 3, 1989

Addendum Applies:

Yes.

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

Letter 1050(DO/CG)

RICHMOND BETTER HOUSING COALITION

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A. J. Lightower
District Director

Enclosure:
Addendum

RICHMOND BETTER HOUSING COALITION

Guidelines under which private foundations may rely on this determination, for gifts, grants, and contributions made after March 13, 1989, were liberalized and published in Rev. Proc. 89-23, Cumulative Bulletin 1989-1, page 844.

You are required to make available for public inspection a copy of your exemption application, and supporting documents, and this exemption letter. If you are required to file an annual information return, you are also required to make a copy of the return available for public inspection for three years after the return is due. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is a failure to comply (up maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454 for additional information.

General Organization Background

2.1 BHC MISSION AND VALUES

At BHC, all staff are expected to know and to keep BHC's mission and values at the forefront of their work activities. It is crucial that each staff understand how their role and tasks at BHC contribute to the mission and how other staff make equally valuable contributions through their roles. It is equally important that staff support each other and reinforce each other by providing feedback to others on performance and actively acknowledging the attempts, successes and challenges in carrying out their duties for the benefits of those we serve. CSW staff are responsible for engaging in exploration of the mission and values throughout their tenure at BHC during supervision and at staff meetings.

BHC MISSION

Better Housing Coalition changes lives and transforms communities through high quality affordable housing.

BHC VALUES

WE BUILD OPPORTUNITIES FOR PEOPLE AND COMMUNITIES.

While our primary lines of business involve bricks, mortar and building, our ultimate goal is to help people and the places they call home realize their fullest potential.

WE CARE, WE LEARN, WE SHARE.

We are passionate about our work and each other. As we move towards our mission, we are open to taking calculated risks as long as we learn and grow from these experiences. We want to share our knowledge with one another and our industry to improve community impacts.

WE DO WHAT'S RIGHT AND NOT WHAT'S EASY.

We stand for integrity. In everything we do, we want to be held accountable for quality, meaningful and respectful service to our residents, partners and colleagues.

WE EMBRACE CHANGE FOR GOOD.

We seek innovative thinking and action to result in greater efficiencies and effectiveness to advance our mission, improve our company and realize positive community change.

WE STRIVE TO BE THE BEST WHILE HAVING FUN.

We want to be the best employer, partner and industry leader in making good things happen for the families and communities we serve. We want to utilize the highest standards of excellence in all aspects of our business. As we go about doing our work, we want to have joy in our hearts and smiles on our faces.

2.2 HISTORY OF BETTER HOUSING

Better Housing Coalition (BHC), established in 1988, is a private, non-profit community development organization. Our mission: Better Housing Coalition changes lives and transforms communities through high quality affordable housing.

Mary Tyler Cheek McClenahan and Carter McDowell initially began Better Housing as a coalition of individuals and organizations interested in improving the quality and quantity of affordable housing choices in the Richmond area. To actualize this concept, T.K. Somanath was hired as BHC's first executive director. With the help of public, private and non-profit partners and grassroots neighborhood leadership, BHC began to make its impact on the Richmond region.

From the beginning of our community revitalization efforts at BHC, we have strategically targeted areas of Richmond and the surrounding counties that would change the face of a community and serve as a catalyst for both physical and social neighborhood change. By building communities and providing services that promote human dignity for all ages and people, by promoting a balance of economic prosperity and environmental responsibility, we seek to make a positive difference in the lives of Virginia residents through community development initiatives that provide citizens the opportunity to enjoy the highest quality of life.

For BHC, revitalization means approaching each neighborhood and community that we are invited to work in with a holistic framework for stability and sustainability. A core value of Better Housing recognizes that the rebuilding of neglected communities requires more than bricks and mortar. Once BHC commits to a community, we remain invested over time; we provide dedicated, highly experienced staffs that are devoted to the communities they serve and work in conjunction with residents to address issues of public safety and crime, improve schools and provide real economic development opportunities.

Better Housing Coalition recognizes that the success of our housing is measured by the success of our residents. In 1997, BHC began its own property management company to ensure that all residents were treated with respect and to ensure that community assets were maintained for the benefit of all. In 1998, we incorporated community social work services into our neighborhoods and based social work staff on-site. Through the community social work department, we work with residents to improve their social, psychological and economic well-being. The program provides enrichment and intervention services for all age groups and assists residents in building strong communities.

As part of our overall mission of rebuilding communities, Better Housing Coalition develops properties that are strategically targeted to increase the supply of affordable housing and to stimulate neighborhood residential and commercial development. BHC's investment has been a catalyst for other public and private investment. Blight has been replaced with renovated homes and new homes blend seamlessly into the historical fabric of the neighborhoods.

Since the founding of BHC, nearly 1500 affordable rental apartments and 200 homes for first time homebuyers have been built representing an investment of over \$100 million. BHC's programs have served over 3000 families.

2.3 OVERVIEW OF ORGANIZATION OF BETTER HOUSING

Better Housing is comprised of a number of different departments and areas that work together to accomplish our mission. The areas below provide a general description of the main components of BHC and an organizational chart has been included in the appendix. In 2020, there are over 65 employees of BHC.

Development

This area consists of the planning, acquisition, financing and building of both our multi-family properties as well as our single family homes. This department works closely with accounting, asset management and property management. Community social work intersects with development during the planning phase of a community and sometimes when relocation is involved in a multi-family revitalization effort. CSW staff also work with the single family component of this area to help residents learn about the possibilities of home ownership. This department is located at the main office and is often at sites during construction.

Property Management (BHCM)

The main responsibility of the property management company is to ensure that BHC assets are maintained and viable for the good of the entire community. Their principal tasks consist of leasing, collecting rent and other fees as appropriate, ensuring compliance with the lease and all local, state and federal requirements, ensuring compliance with financing entity's requirements and ensuring that physical buildings and land of the communities are safe and appropriately maintained. Maintenance staff ensure that the systems in resident units are working properly and common spaces and external areas are clean, safe and attractive. In addition, property management staff work to create a welcoming and vibrant community through celebrations and events, often in conjunction with resident services staff. Staff in this area is located at the main office and at the individual BHC communities.

Administration & Accounting and External Affairs

Staff in this area provide services for BHC as a whole organization through governance and leadership, managing finances, asset management, human resources, fund raising and promoting the organization to others. CSW works closely with external affairs for fund raising purposes and for marketing purposes. There are many different staff that contribute to these functions and most are located at the main office.

Community Social Work/Resident Services

Community social work staff is charged with assisting BHC residents to reach their individual and household goals. Staff also works with BHC communities as a whole to build and enhance both formal and informal networks and support resident leadership and special initiatives. CSW works closely with property management staff to prevent evictions and maintain stability in our communities. Staff in this department often rotate to various sites and work directly in our larger family communities.

Please see the following sections for more detailed information about CSW

3.1 BHC COMMUNITY SOCIAL WORK HISTORY

As mentioned previously, the community social work department began in 1998. At that time, the sole social worker provided outreach into the Cary 2000 community, then a newly revitalized neighborhood of apartment homes and renovated single family dwellings. She also worked with the elders at Columns on Grove, an age-restricted community in the fan. The social worker's role at Cary 2000 at that time was to provide assistance to families and other BHC residents and also to support the general community building in the larger neighborhood. A small after-school program existed on Rowland Street where property management and social work staff were located. Community organizing was an integral strategy with a focus on crime reduction. Work at Columns focused on individual case management and service referrals.

When Better Housing Coalition began revitalization plans began at Winchester Greens, then Park Lee Apartments, in Chesterfield, social work staff worked with existing residents, BHC administration and staff, Chesterfield County staff, architects, the newly created property management department and other interested stakeholders such as the area school principle, sports coaches, leaders of faith communities and others to help residents determine what they desired and what was needed in their new community. This bottom-up approach formed the blueprint for the new community, Winchester Greens. Through participatory research conducted by the residents themselves with guidance from VCU School of Social Work, neighbors were very clear that they wanted a diverse community: they wanted to live with people of different incomes, races, ages, family make-up. They stated that they needed affordable child care and access to employment assistance. It was important that children were safe after school while parents worked. Transportation was a significant challenge. Through the efforts of the residents, the development, property management and the social work teams and with extraordinary assistance from Chesterfield County departments, the poverty stricken and crime ridden Park Lee was transformed over several years into a beautiful, safe, economically diverse community that anyone would be proud to call home.

Social work services began to change at this time from a 'doing for' model to a 'doing with', teaching/coaching model. Externally, welfare reform pushed consumers to change behavior as did the enforcement of the lease by property management. Slowly, through intensive family and community work, on-site after school program and a caring community, the culture of Winchester Greens began to change in a positive manner and residents began to hold each other accountable for the consequences of their actions. Crime was reduced, school truancy became unacceptable, fewer children dropped out of school and graduation rates increased. The first college bound graduates were celebrated far and wide. Today, Market Square Senior Apartments exist on the Winchester Greens campus as do commercial neighbors and a child care center. The blueprint created by the residents was completed.

During this time, many of our smaller communities, Rockwood Village, St Andrews, Randolph Place, Market Square and Monarch Woods, came into being and the number of our independent senior living communities increased. In each community BHC learned many lessons in development, property management and social work. Social work staff increased and became more specialized. CSW staff had backgrounds in nursing, vocational work, adolescent trauma and elder services. Our practice with elders expanded and became focused on assisting seniors to age in place. Health and wellness activities proved very successful and resident's quality of life was significantly affected in a positive manner and there was a shift in the culture in our oldest senior communities

By the time that Carter Woods in Henrico County began to be considered, our model of combining engagement, assessment and both long and short term case management was well-established.

Partnerships were created with public, non-profit organizations and the business community. When BHC moved to Petersburg with an entirely new social services environment, CSW met the challenge well and assisted our newest residents at that time to make Claiborne Square home.

Because Winchester Greens was viewed as such a success, there was an expectation and hope that the work done in Chesterfield would transfer to Lincoln Mews on Northside in Richmond. Social work staff was on-site before BHC actually owned this property and was instrumental in assessing the strengths and challenges of this community. Staff also worked closely with the development staff to survey each household about their existing apartment and provided information about what BHC hoped to physically accomplish on North Avenue. Property management staff worked extraordinarily hard together with social work to assist families to vacate their old apartment and move into their new homes. This revitalization used the Winchester Greens model which prevented displacement of community members. A new community center was created; residents could meet and use the services and the after school program had a permanent location. Green space was created, playgrounds were built, new neighbors, some of whom served our country in war, moved in. All staff engaged the community over the past nine years with diligence and patience. It seems that although it has taken a long time, there is a positive and hopeful spirit of engagement at Lincoln Mews these days. All of us together with the residents will further this growth.

**Better Housing Coalition
AFFILIATE NONPROFIT ENTITIES
(Non-Tax Credit)**

NAME OF OWNER	NAME OF SPONSOR	NUMBER OF UNITS	NAME OF PROJECT	LOCATION	STATUS	PROGRAM	COMMUNITY PARTNERS
Affordable Residences in Chesterfield ARC Non-Profit 501c3	BHC Sponsor	82 Units Senior	Rockwood Village Age 62+	Price Club Blvd. Chesterfield	Occupied	HUD Section 202	Rockwood Resident Advisory Council
Affordable Residences in Chesterfield, II ARC II Non-Profit 501c3	BHC Sponsor	240 Townhouses 13,000 s.f. Childcare Center	Winchester Greens	off Jeff. Davis Highway Chesterfield	Occupied	HUD Grant 501(c)(3) Bonds CDBG	Winchester Greens Resident Council Jeff. Davis Hwy. Business Council Bensley Civic Assoc.
Richmond Urban Senior Housing, Inc. RUSHI Non-Profit 501c3	BHC Sponsor	71 Units Senior	Monarch Woods Age 62+	Jahnke & German School Roads Chesterfield	Occupied	HUD Section 202	Jahnke Road Community Development Assoc.
Richmond Affordable Housing RAH Non-Profit 501c3							
	na	na	Winchester Greens Single Family	off Jeff. Davis Highway Chesterfield	na	na	na
	PAD South, Managing Member	Bank Offices Retail	Winchester Greens Commercial	off Jeff. Davis Highway Chesterfield	na	na	na
	RAH, owner of 100% of PAD South stock						
	Winchester Commons, LLC Winchester Commons, LLC II						
na	21	1617-1621 Grove Avenue, LP	23 W. Broad Street Richmond	Occupied	na	na	
BHC Management Company BHCM Non-Profit 501c4	Management Corporation	All BHC sponsored rental developments (see attached multifamily chart)	BHC Management Company	23 W. Broad Street Richmond	na	na	na

STAFF EXPERIENCE AND QUALIFICATIONS

Better Housing Coalition and its affiliate corporations share 66 full-time associates. BHC staff members are experienced providers of affordable housing to low-income families, providing permanent benefits to low-income residents of the communities we have targeted. Solving complex housing problems requires a pooling of talent, creativity and energy. BHC's dedicated staff has proven its ability to provide the leadership and follow-through necessary to network resources and revitalize deteriorated properties and produce long-term solutions. Together, we have eliminated some of the most serious sub-standard housing in Richmond. Staff members who will have involvement in this development are listed as follows:

Greta J. Harris, M.S., President and Chief Executive Officer, provides leadership for all BHC programs and all aspects of operations. She networks with housing organizations (non-profit, public and private) that are concerned with housing low-to-middle income families in the Richmond metro area. She develops good collaborative relationships and an effective communication network with neighborhood organizations, civic leaders, members of City Council, the City Planning Commission, the City Administration, HUD, VHDA, local financial institutions, and community and professional consultants. She works with BHC's broad-based Board of Directors, volunteers, consultants and associates to expand housing production efforts. She oversees the writing and submission of grant proposals, while developing innovative programs to increase funding to solve the area's housing problems. Prior to her current position with BHC, Ms. Harris served as vice president for the Local Initiatives Support Corporation (LISC). In this role, she provided strategic and managerial support to 10 of LISC's local offices in southern and mid-western regions. Prior to that, she was the senior program director for Virginia LISC. Ms. Harris serves on the City of Richmond's Economic Development Authority and has been a member of the Federal Reserve Bank's Board of Governors' Consumer Advisory Council, the Virginia Housing Coalition, the Richmond Community Development Alliance and Seven Hills Boys Middle School. Among other community leadership roles she has held within the region, she is also a member of LMR's Class of 1995. Greta earned her bachelor degree in architecture from V.P.I.S.U., and holds a master of science in architecture and urban design from Columbia University.

Julie Hovermale, CPA, Vice President and Chief Financial Officer, directs the organization's financial activities, planning and accounting practices as well as its relationship with lending institutions, shareholders, and the financial community. Overseeing an array of financing including bank loans, Federal Low Income Housing Tax Credits, HUD 202 grants, and publicly traded bonds, she ensures that all entities are in compliance with GAAP and current tax codes. Mrs. Hovermale previously served as the Director of Finance for Virginia Supportive Housing (VSH). VSH is a not-for-profit with a mission of providing permanent supportive housing to homeless single adults. Earlier in her career Julie worked for several years at Keiter, an accounting firm based in central Virginia. Her specialty was in the real estate and construction industries. She also is past board member for Big Brothers Big Sisters serving for five years two of which as their Treasurer. Julie earned her bachelor degree in Accounting from Virginia Commonwealth University and is a Certified Public Accountant.

Joyce Jackson, M.S.W., Vice President of Community Social Work, provides oversight for all aspects of the Community Social Work (CSW) department, including program development and evaluation, community resource development, advocacy and fund raising. As a member of the senior management team, Ms. Jackson develops goals and objective for the community social work component of services offered by BHC properties. She supervises the Program Director of Senior Services, Senior Specialist II, Site Director, Program Director and Community Social Worker. Upon her arrival at BHC in 1999, Ms. Jackson developed the CSW department, which includes a

case management component, as well as the creation and implementation of a self- sufficiency service delivery system. Her past work has included implementing innovative permanent and transitional housing programs for the homeless and other special needs populations. She is a graduate of Columbia University Graduate School of Social Work. She has also served as adjunct faculty of the School of Social Work at V.C.U.

Marilynn McAteer, M.U.R.P., M.P.A., Vice President of Planning and Evaluation, is a member of the senior leadership team and coordinates pre-development research on prospective real estate development as well as securing grant funding for capital needs. She leads the Strategic Planning process for the organization. She often represents the organization on housing and community development issues in the community. Ms. McAteer serves on the Richmond Planning Commission, Richmond Chapter of the Urban Land Institute's Program Committee and the Partnership for Smarter Growth Advisory Committee. She holds Masters degrees in Public Administration and in Urban and Regional Planning, both from V.C.U.

Matthew Scaparro, Vice President of Property Management, joined BHC in 2019 and is in charge of managing approximately 1500 apartment units. He served as the Director of Property Management for Community Housing Initiatives for 7 years. Additional experience includes serving as Vice President and Chief Operating Officer for Wilmington Housing Authority and Director of Operations for Durham Housing Authority. Matthew has a Bachelor of Science Degree from Upper Iowa University and holds the following certifications and Designations: CPM, PHM, COS, CAM, LIHTC

Vice President of Real Estate Development, The Vice President of Real Estate Development, is charged with strategic and operational leadership of multi-family, single family and construction management division efforts. Major goals include portfolio diversification and substantial growth over the next 3-5 years.

Lee Alford, Director of Real Estate – Multi-Family, re-joined BHC in 2019 as Director of Real Estate, Multi-Family. In this role, he oversees the development of BHC's multi-family rental communities. Lee previously worked for BHC for 5 years as a Senior Project Manager where he was responsible for \$25 million of multifamily development throughout Central Virginia, ranging in size from 20 to 75 homes. Lee has also worked as a Senior Development Officer with Community Preservation & Development Corporation. He holds a Bachelor of Business Administration and a Master of Business Administration.

Mario Wells, Real Estate Development Manager, joined BHC in May 2021. In this role, he is responsible for the management of various project segments, which may include initial research, financial modeling, feasibility analysis, architectural coordination, construction management and coordination, and obtaining lending. Mario has worked in the affordable housing field for over 9 years serving in various project manager roles at Enterprise Community Development, Community Housing Partners and Virginia Housing (formerly Virginia Housing and Development Authority). He earned three degrees from Virginia Commonwealth University: Masters in Urban and Regional Planning with a certificate/concentration in Urban Revitalization and Community Development; Bachelor of Arts in Political Science; Bachelor of Science in Criminal Justice.

Jessie Ewald, Construction Project Manager, joined BHC in 2021, as the Construction Manager on the Real Estate Development Team. In this role she is involved in the pre-construction design process and provides oversight of new construction projects and renovations of existing properties. Jessie has 15 years' experience in the engineering and construction industry, and is a licensed Professional Engineer. She is a graduate of the ChamberRVA Leadership Lab, and has served on the Board of CREW Richmond, the Richmond Joint Engineering Council, BHC's Culture Committee and St. Joseph's Villa Blue Grass Ball Planning Team. She was recognized as a Top 25 "Woman to Watch in Richmond Commercial Real Estate" in 2015 & a 2017 "Rising Star" by the American Council of Engineering Companies of VA.

Maria Tabacchi, Development Associate, supports the VP and Director of Real Estate Development, as well as the VP of Planning and Evaluation. She is responsible for completing applications for funding from state and local government, overseeing projects through various phases of the development process, and provides analytic research regarding the identification and feasibility of potential projects. Prior to joining BHC, Ms. Tabacchi was a development intern at World Pediatric Projects. Ms. Tabacchi received her Bachelor of Science in Urban and Regional Studies from Virginia Commonwealth University.

LaTonya Fowlkes, Executive Assistant to the CEO, supports the President/CEO, the BHC Board of Directors, and the Senior Project Manager. She is responsible for gathering information for parts of the tax credit applications, processing various state/federal forms, maintaining recorded documents in BHC's electronic and paper filing systems, and various functions supporting projects and tasks of the senior management team. She has owned and operated her own consultant business, The Admin Professional, for six years and served as an Office Manager for Networking Technologies & Support, Inc. for five years.

With an excellent record of staff retention, our team is stable in its role as a coordinating entity providing project management, physical development, coordination with other services related to development and counseling. The expertise offered by our team encompasses all tasks as assigned to staff in our work plan.

LEE S. ALFORD

4009 Benjamin Hill Court Glen Allen, VA 23060 • (804) 347-6951 • mrleealford@gmail.com

EXECUTIVE SUMMARY

Community development professional with over 15 years of real estate development experience in multiple communities in the Central Virginia and Hampton Roads regions. Real estate project manager responsible for the development of over \$150 million of affordable housing completed or in process. Broad expertise in redevelopment efforts. Extensive knowledge of land use and entitlement process. Successful track record of government and non-profit partnerships to produce mixed-income and affordable housing. Developed housing communities in Central Virginia receiving national and state recognition.

PROFESSIONAL EXPERIENCE

BETTER HOUSING COALITION

Director of Multifamily Real Estate

*Richmond, VA
2019 to present*

- Work with development team staff and BHC leadership to evaluate and pursue new opportunities for multifamily housing development
- Manage both short-term and long-term partnerships with other developers and lenders
- Oversee the preparation of cost and operating pro formas for potential acquisitions, rehabilitation and new construction
- Supervise preparation of applications for permanent and construction financing and tax credits and applications for grants and loans
- Ensure all closeout procedures are completed to hand off project to Property Management
- Manage all aspects of a portfolio of tax credit developments in predevelopment or construction

COMMUNITY PRESERVATION & DEVELOPMENT CORPORATION

*Senior Development Officer
Development Officer*

*Richmond, VA
2017 to present
2015 to 2017*

- Manage all aspects of a portfolio of tax credit developments in predevelopment or construction phase
- Generated \$2.8 million in State and local funds for development projects
- Co-Lead Vibrant Communities Initiative fundraising and planning for multiple development sites in neighborhood-based redevelopment initiative
- Managed the acquisition and renovation of a 318 unit Naturally Occurring Affordable Housing (NOAH) development
- Structure complex housing projects using multiple sources of financing including Low Income Housing Tax Credits, AHP, HOME, FHA 223 (f), Housing Trust Fund and grants.
- Manage day to day oversight of Development Officer and Interns
- Serve as team leader and brand ambassador for company's Central Virginia office
- Perform acquisition assessment of new development opportunities

COMMUNITY HOUSING PARTNERS
Development Officer

Richmond, VA
2013 to 2015

- Closed and managed redevelopment of first HUD Rental Assistance Demonstration (RAD) Project in Virginia
- Managed all aspects of \$38 million of affordable housing development from acquisition through construction, lease-up and permanent closing.
- Led acquisition assessment and due diligence activities with development, finance, architecture, construction and property management staff.
- Structured complex housing projects using multiple sources of financing including Low Income Housing Tax Credits, AHP, HOME, and Housing Trust Funds.
- Oversaw resident relocation initiatives on occupied redevelopments.

RICHMOND REDEVELOPMENT & HOUSING AUTHORITY
Senior Project Manager

Richmond, VA
2013

- Administered Hope VI program for agency, coordinating final multifamily and single-family phases of \$27 million grant.
- Directed planning efforts for Rental Assistance Demonstration (RAD) project for 200-unit public housing redevelopment.
- Led agency efforts on Choice Neighborhood Planning grant initiative for 900-unit public housing transformation.

EDUCATION

TEMPLE UNIVERSITY
Master of Business Administration, Finance

Philadelphia, PA
2005

THE UNIVERSITY OF MIAMI
Bachelor of Business Administration, Finance and Political Science

Coral Gables, FL
2001

HONORS & ACTIVITIES

- Graduate, Emerging Nonprofit Leaders Program
- Virginia Housing Alliance Legislative Committee
- ULI Richmond Young Leaders Mentor
- Boaz & Ruth Board Action Team Member
- Community Housing Partners Employee of the Year
- Virginia Housing Coalition Top 40 Under 40 in Housing
- Greater Richmond Chamber Mentor Richmond Program Participant

MARILYNN McATEER
618 W. 33rd Street
Richmond, Virginia 23225
home) 804-231-2938
mobile) 804-647-4333

SUMMARY

Skilled professional with proven expertise in management, community development, strategic planning, training, marketing and fund raising in community organizations.

- Demonstrated leadership in variety of organizations
- Experienced in strategic planning, working in teams, project planning and execution
- Extensive experience in developing strong Board relationships and fund raising

PROFESSIONAL EXPERIENCE

Vice President, Planning and Evaluation, Better Housing Coalition, Richmond Virginia 5/2008 – present

- Perform research and prepare reports on prospective real estate development and community development opportunities. This includes compiling demographic data, and addressing economic, cultural, social, housing and environmental issues as they relate to the specific project
- Participate in the concept development phase, including housing, community spaces, commercial, and service component
- Coordinate pre-development activities including acquisition, zoning, market research, environmental, engineering studies, architectural plans, and community input sessions
- Coordinate disposition of real estate assets
- Recommend policy and guidelines on development practices
- Lead the strategic planning process for the organization
- Identify philanthropic, public and private financial resources for projects
- Write and submit proposals for funding
- Coordinate and manage government relations
- Develop and conduct community education and public outreach activities.
- Develop and implement educational programs on affordable housing policy and practice for a wide variety of organizations including universities and civic groups

Vice President, Development & Marketing, Better Housing Coalition, Richmond, Virginia 3/99 – 5/2008

- Developed and implemented the overall fund raising plan and strategies
- Consistently exceeded fundraising goals and increased donations in excess of 300% over 5 years
- Coordinated the creation and production of all marketing materials including the annual report, newsletters, property brochures, and web page

- Successfully guided the organization through a comprehensive rebranding process
- Coordinated all media relations
- Planned and executed all community and public relations events
- Worked successfully with board and committee members to achieve fund raising and marketing goals

Vice President, Family and Children’s Service, Richmond, Virginia 11/93-2/99

- Created and implemented marketing plan of external employee assistance program, managed and negotiated contracts with corporate clients
- Facilitated the strategic planning process and restructuring of the organization
- Developed collaborative projects with community agencies
- Developed and implemented annual budget
- Designed, marketed and conducted training programs on workplace issues
- Coordinated the annual giving program and the annual special event

Program Director, Family and Children’s Service, Richmond, Virginia 8/90-11/93

- Managed external employee assistance program (Employee Service Network)
- Provided consultation to employers regarding employee problems, assessment and referral services
- Developed training packages on identification of substance abuse in the workplace, supervisory skill building, stress management and coping with change seminars

Program Director, Richmond Community Diversion Initiative, Richmond, Virginia 3/1986 -8/1989

- Managed the residential program for offenders with substance abuse disorders referred for treatment by the Richmond Criminal Courts and the Department of Corrections.

COMMUNITY ACTIVITY

Richmond Planning Commission (2009- 2016)
 Richmond Public Arts Commission (2014-2016)
 Leadership Metro Richmond, class of 2010
 Richmond Regional Planning Commission (2009- 2013)
 Urban Land Institute, Richmond District, Program Committee (2010-present)
 Board of Directors for Downtown YMCA 1992-1999, chairman (1997)
 Junior League of Richmond, 2000 - 2006

EDUCATION

Virginia Commonwealth University
 Richmond, Virginia
 Master of Urban & Regional Planning, 2008

Georgian Court University
 Lakewood, New Jersey
 Bachelor of Arts

Virginia Commonwealth University
 Richmond, Virginia
 Master of Public Administration, 1982

Mario D. Wells

11613 Belvedere Vista Lane, Apartment 103
North Chesterfield, VA 23235
804.641.7799
mariowells17@gmail.com

Education

Master of Urban and Regional Planning (May 2013)

Virginia Commonwealth University, Richmond, VA
Concentration in Community Revitalization
Certificate in Urban Revitalization

Bachelor of Arts in Political Science (December 2010)

Virginia Commonwealth University, Richmond, VA
Concentration in Public Policy and Administration
Certificate in Urban Revitalization

Bachelor of Science in Criminal Justice (December 2010)

Virginia Commonwealth University, Richmond, VA

Work Experience

Real Estate Development Manager, Better Housing Coalition

May 2021- Present

Work alongside the various project teams throughout the organization from acquisition to closing, coordinate due diligence activities, manage relationships with syndicators, lenders and government agencies and maintain the project development budget through cost certification

- Serves as Project Manager on 2 affordable housing multifamily projects with total development cost more than \$43 million.
- Prepared loan, grant and other funding applications including but not limited to the low-income Tax Credit Program, VHDA Taxable and SPARC Loans.

Real Estate Development Manager, Enterprise Community Development (previously known as Community Preservation and Development Corporation)

January 2018- May 2021

Work alongside the various project teams throughout the organization from acquisition to closing, coordinate due diligence activities, manage relationships with syndicators, lenders and government agencies and maintain the project development budget through cost certification

- Serves as Project Manager on 4 affordable housing multifamily projects with total development cost more than \$65 million.
- Lead the initial research and analysis process for new business development and acquisitions in the Central Virginia and Hampton Roads region at the direction of the Vice President of Real Estate Development
- Prepare loan, grant and other funding application including but not limited to the Low-income Tax Credit Program, VHDA Taxable and SPARC Loans, and Market Rate Loans.

Real Estate Development Officer, Community Housing Partners Corporation

March 2016 – December 2017

Collaborated with interdepartmental project teams from acquisition through construction and permanent closing, coordinated due diligence activities, managed relationships with investors, lenders and agencies and maintained the project development budget through cost certification

- Served as Project Manager on 2 affordable housing multifamily projects with total development cost more than \$30 million.
- Prepared loan, grant and other funding applications including but not limited to the low-Income Tax Credit Program, VHDA Taxable and SPARC Loans.
- Worked with Vice President and Assistant Vice President of Real Estate Development to prepare rezoning application for large scaled mixed-income development, funding sources, and request for proposals.

Grant Programs Specialist, Virginia Housing Development Authority

November 2015 – March 2016

Assisted in the administration of REACH Housing Council, Capacity Building, and Housing Counseling Grant Programs, manage relationships with non-profit entities, coordinate due diligence activities with Grant Management System, and ensured reporting and financial requirements of programs were accurate.

- Worked with Grant Programs Manager and staff to review HUD 9902 Forms for accurate reporting of certified HUD Housing Counseling agency activities
- Served as Lead Administrator for Rental Unit Accessibility Modification Grant Program. Was responsible for working with Centers for Independent of Living to secure funding up to \$2,800 worth of modifications for individuals living in a rental unit.
- Created and evaluated grant and other funding applications including but not limited to Community Homeownership Revitalization Program, Capacity Building, HUD Housing Counseling within the Grant Management System

Program Analyst, Virginia Housing Development Authority

July 2013 – November 2015

Evaluated Capacity Building Grant application for completeness, conducted site visits of affordable housing non-profits, managed customer relationships, and developed spatial analytics for REACH Team initiatives.

- Worked with interdepartmental group on monthly application reviews of Capacity Building funds totaling more \$1.5 million supporting 33 affordable housing entities in FY 15.
- Secured various streams of Capacity Building revenue for 4 affordable housing organizations.
- Built and developed a non-profit database that represented historical coverage of various REACH Team programs

Memberships/Certifications

National Development Council- Housing Development Finance Professional Certification

Computer Skills

Microsoft Office

ARC GIS

Google Sketch Up

4505 CREEKBEND COURT
CHESTERFIELD, VA 23832
(804) 641-3346
jessie.ewald21@GMAIL.COM

Jessica L. Ewald, PE, LEED® AP

SKILLS

- Effective Communication & Collaboration
- Empathy & Appreciation for Importance of Company Culture
- Attention to Detail & Strong Organization
- Creative & Proactive Problem-solving
- Understanding of Project and Business Finances

EXPERIENCE

Wine & Design RVA, Richmond VA – *Owner*

JULY 2019 – PRESENT

- Responsible for staffing & manager development.
- Monthly review of financials, marketing efforts.

Draper Aden Associates, Richmond VA

MAY 2018 – MARCH 2020 – Senior Design Engineer (Part-Time)

- Developed and provided technical and quality control reviews of design reports and fee proposals.

DECEMBER 2015 – MAY 2018 – Geotechnical and Construction Services Team Leader

- Lead team of 13-20, comprising both field and office staff.
- Developed annual budgets and strategic plans.
- Reviewed and negotiated contracts with subconsultants and clients.

MAY 2012 – DECEMBER 2015 – Geotechnical and Construction Project Manager

- Coordination and communication with project stakeholders.
- Preparation of project scopes, schedules, budgets, and letter proposals.
- Developed and oversaw field investigations and laboratory testing programs.
- Completed engineering analyses; compiled and sealed technical reports.
- Observed & certified aspects of construction requiring PE.

MAY 2007 – MAY 2012 – Geotechnical and Construction Staff/Design Engineer

- Observed construction requiring Special Inspections & drilling explorations.
- Performed AASHTO and Army Corp. Certified laboratory testing.

EDUCATION

Clarkson University, Potsdam NY – *Civil Engineering*

AUGUST 2003 – MAY 2007, POTSDAM NY

Clarkson University, Potsdam NY – *Engineering & Management*

AUGUST 2003 – MAY 2007, POTSDAM NY

Maria Tabacchi

602 N. 2nd Street | Richmond, VA 23219
(571) 442-0996 | m.tabacchi@betterhousingcoalition.org

EDUCATION

Virginia Commonwealth University

08/06/2019-12/06/2019

Bachelor of Science in Urban and Regional Studies, minor in Environmental Studies

Current GPA: 3.7

Relevant Coursework: Water Permitting and Policy; Community and Regional Analysis and Geographic Information System (GIS); Labor, Employment, and Regional Development; Land Use and Infrastructure Planning

University of São Paulo

08/21/2017-12/06/2019

Study Abroad at Luiz de Queiroz College of Agriculture

Relevant Coursework: Forestry Ecology, Society, Culture, and Nature, GIS, and Agricultural Extension

EXPERIENCE

Development Associate | Better Housing Coalition

02/17/2020 - Present

- Write and submit grants to ensure adequate project funding.
- Conduct research, data preparation and analysis for development budgets and financing applications.
- Assist Development Team and BHC leadership in the evaluation and pursuit of new development opportunities.
- Perform necessary compliance monitoring and reporting for subsidy sources for both home ownership and rental.

Volunteer | Virginia Civic Engagement Table

12/16/2018 - 07/22/2019

- Created partnerships with local organizations and businesses to support our events and missions.
- Assisted the organizer with the preparation of planning the events and fundraisers. Came up with solutions to financial and planning obstacles along the process.
- Gathered and organized engagement events for local communities.

Development Intern | World Pediatric Project

10/01/2017 - 12/16/2018

- Assisted the daily tasks of the development team.
- Helped prepare for fundraising events at World Pediatric Project.
- Maintained mailing lists and donor database updated. Converted prior and post event information to the donor data management system.
- Volunteered in the events; helped organize and maintain order of the entertainment events.

MATTHEW SCAPARRO

Telephone: 515-868-8519 • Email: mattscaparro.ms@gmail.com

PROPERTY MANAGEMENT EXECUTIVE

QUALIFICATIONS OVERVIEW

As a property management professional, with wide-ranging experience and having been responsible for portfolios in excess of \$30 million, I feel confident that I am ready for any property management opportunity.

Able to develop and motivate staff, manage assets and apply flexibility and innovative thinking to problems, I am adept at devising proactive responses to ever-changing conditions.

With an eye for profitability and proven leadership skills, I would be able to quickly make a significant contribution to your company.

Key competencies include:

Portfolio management
Financial operations and oversight
Proactive and innovative solutions
Tenant relations
Policies and procedures
Strategic planning / goal setting

Full tenant occupancy
Daily operational control
Staff supervision and control
Sales and marketing
Fair housing requirements
Lease negotiations

ACCOMPLISHMENTS

Assisted with the development and closing on a 77-unit RAD project while with the Wilmington Housing Authority.

Successfully spearheaded a major upgrade of Yardi Voyager software for property management and accounting to create efficiencies between departments and better address future growth and financial goals.

Collaborated with the Department of Health to create smoke-free housing policies in all our communities for healthier living environments.

Initiated the Resident First program, which identifies our residents as the primary focus of our company.

EMPLOYMENT HISTORY

8/2019 to Present	VP of Property Management, Better Housing Coalition
4/2018 to 8/2019	Director of Operations, Durham Housing Authority
4/2017 to 4/2018	Director of Asset Management, Excel Property Management, Inc.
1/2015 to 3/2017	VP/Chief Operating Officer, Wilmington Housing Authority
7/2008 to 9/2014	Director of Property Management, Community Housing Initiatives

Vice President of Property Management – Better Housing Coalition: 8/2019 - Present

- Establish, monitor and measure strategic goal achievement for the property management division.
- Develop management plans, monitor monthly financial performance, and establish capital improvement budgets for all properties.
- Set budget and performance targets for the BHC portfolio and create annual budgets for individual properties and the Property Management Division.
- Monitor the operations, maintenance and record keeping of all properties to ensure compliance with Federal/State/Local lender/investor, HUD, LIHTC, AHP and related requirements.
- Serve as a member of the Leadership Team to establish, monitor, measure and achieve organizational strategic goals and objectives.
- Collaborate with the Director of Asset Management to provide property performance reports and develop corrective action plans for under-performing properties.
- Create and maintain positive relationships with all external partners, government officials and professional organizations related to the Property and Housing industry.
- Protect BHC, investment partner, and third party ownership assets through timely monitoring and communication of the physical and financial operations of the portfolio including: marketing, occupancy, unit turns, delinquency, allowable annual rent increases, and maintenance or capital improvement needs of assigned portfolio
- Develop and maintain relationships and business alliances with internal/external customers, key staff, funding agencies and strategic partners to maximize BHC business and growth opportunities
- Management/Leadership: set goals with measurements annually for all employees; complete performance appraisals by deadlines; hold employees accountable for performance & behavior; provide on-going training and development to ensure employee's success; work closely with Human Resources on employee relations issues.

Director of Operations – Durham Housing Authority: 4/2018-8/2019

- Plan and direct the daily management of the Durham Housing Authority's housing program, including its Public Housing Program, maintenance operations, and public housing units owned by third party partners; low income tax credit complexes under contract with third party owners/partners; RAD units; and market rate housing.
- Develop goals and schedules for program implementation, in consultation with the CEO.
- Keep abreast of federal law affecting the program and rental housing, regulations and directives issued by the U.S. Department of Housing and Urban Development (HUD) and memorialize such changes in written agency policy documents.
- Review and revise both the Public Housing Policy and Procedures Manual, train staff on all changes, and special programs.
- Form working relationships with local social service agencies and providers, law enforcement officials and resident groups.
- Serve as a policy and program advisor to the Chief Executive Director for Housing Operations regarding program, management, operational issues and other department wide matters.
- Development of department policies and procedures implementing Federal, State, and local directives and statutes; and as applicable, procedures for department activities and programs.
- Facilitate the coordination of RAD conversion of the Durham Housing Authority housing portfolio.
- Make presentations to the Board of Commissioners and other bodies, as requested.

Director of Asset Management – Excel Property Management: 3/2017-4/2018

- Oversee the fiduciary activities and program compliance for 84 tax credit properties, with direct management of 7 Regional Managers along with 140 support staff.
- Responsible for all hiring, retention, discipline, evaluations and work performance of staff.
- Thoroughly experienced with daily and multi-project management oversight.
- Develop and maintain expense budgets for properties; create timely operating budgets for projects and collaborate with CEO for review / approval.

- Ensure that staff is trained on issues including budgets, occupancy, tenant selection, fair housing, file management, applications, leases and grievance procedures.
- Develop marketing and advertising strategies to effectively promote the community and minimize vacancies; maintain an awareness of local market conditions and trends; analyze and adjust current marketing track for effectiveness.
- Write and implement employee policies and procedures to maintain professional standards and optimal job performance.
- Review all monthly financial statements for variances and cash flow within specific categories itemized on the annual operating budgets; review and approve expense invoices for payment; monitor variance reports to identify reimbursable charges; recommend budget revisions.
- Work with attorneys to investigate and respond to lawsuits; represent the company at legal hearings as necessary.
- Collaborate with regional managers and various departments including marketing, accounting and human resources to ensure properties remain in a non-watch list status by monitoring and addressing cash flow and vacancy issues.
- Prioritize tenant relations as part of business plan for optimal occupancy rates.
- Extensive knowledge of all Fair Housing requirements for multi-family housing; handle complaints personally and retain legal counsel as needed.
- Strong strategic short-term and long-term planning abilities.
- Work with regional managers, on-site support staff, maintenance personnel and compliance staff to determine and implement decisions affecting operations, maintenance, tenant relations / complaints, all outside vendor work and enforcement of landlord rules and regulations.
- In-depth competence in the recruitment, hiring and orientation process of new managers and staff for autonomous management of property and portfolio.
- Proactively and carefully analyze and resolve internal problems.
- Prepare and generate a variety of statistical and financial reports for company owners.

VP/COO - Wilmington Housing Authority – VP/COO: 1/2015 to 3/2017

- Directly monitored the day to day operations of the Wilmington Housing Authority (WHA).
- Provided direct supervision and leadership of department directors, including Public Housing, Finance, Procurement, Maintenance, Information Technology, Real Estate Development, and the Housing Choice Voucher departments.
- Developed and implemented agency plans and management plans through collaboration of subordinate staff.
- Scheduled and directed regular staff meetings with department heads to ensure staff were staying on point with their goals and objectives.
- Organized work activities within each department and to prevent any delays to outside stakeholders and to improve the overall performance of the agency.
- Responsible in creating the agencies annual plan and 5-year plan.
- Established goals and objectives for department directors, ensuring that these objectives support the agency's 5-year plan. Also, reviewed, created, and approved goals and objectives set for and by managers and supervisors.
- Collaborated with community and government agencies to increase the supply of affordable housing, housing choice vouchers, and related programs.
- Worked closely with the Finance Director to prepare operating budgets for the Housing Authority.
- Selected, appointed, disciplined, promoted and terminated staff under the supervision of my HR director and CEO.
- Reviewed and signed contracts, purchase orders, and other legal documents in the absence of the CEO.
- Attended and presented at all BOD meetings.
- Collaborated on all real-estate development activities including a 77-unit RAD conversion in 2015/16.
- Addressed and appropriately responded to all resident and staff escalated complaints.
- Compiled data and prepared reports for necessary external and internal use.
- Acted on the behalf of the CEO in her absence.
- Examined current and proposed Agency policies and procedures in accordance with local, state, and federal

- laws, along with the Department of Housing and Urban Development (HUD) rules and regulations.
- Assisted the CEO in strategic planning and organizational development.

Director of Property Management Community Housing Initiatives: 7/2008 to 9/2014

- Direct management and supervisor of 5 Regional Managers, compliance team and maintenance dept.
- Responsible for all fiduciary duties for 54 properties equally 1200 units of tax credit, Blended TC/HOME and HUD Multi-Family properties.
- Responsible for the overall organizing, monitoring and reporting functions in the property management department.
- Recommended changes in policy, procedures, and implements policies and procedures. Continuously improved operations, decreases turnaround times, streamlines work processes, and works cooperative and jointly to provide quality customer service.
- Prepared presentations for the staff and board of commissioners.
- Established and maintained effective working relationships with public and private agencies, owners and outside stakeholders.
- Served as a liaison for inquiries on legal matters related to property management with attorneys.
- Responsible for preparing, tracking, and monitoring property budgets. Made recommendations for capital improvements.
- Developed staff through personal training and establish measurable outcomes to evaluate staff proficiency.
- Instructed and ensured that the company's staff was compliance with local, state and federal laws, rules, regulations, and general policies and procedures.

EDUCATION AND CERTIFICATIONS

2004 Bachelor of Science in Human Resource Management
Upper Iowa University, West Des Moines, Iowa

2002 Associate Degree in Business Management
Upper Iowa University, West Des Moines, Iowa

CPM Designation (Certified Property Manager) IREM

PHM (Public Housing Management) NAHRO

COS (Certified Occupancy Specialist) – National Center for Housing Management

CAM (Certified Apartment Manager) – National Apartment Association

LIHTC (Low Income Housing Tax Credit) – Quadel and annual trainings with local state agency

Joyce M. Jackson

jm.jackson@betterhousingcoalition.org
(804) 644-0546 ext 121

PROFESSIONAL SUMMARY

Social work administrator and program professional with more than 30 years of hands on experience in housing and resident services. Programming management for special needs population, seniors, children and adolescents as well as in community building in urban settings. Clinical specializations in mental health, homelessness, HIV/AIDS and addictions.

ACCOMPLISHMENTS

- Managed \$2.5 million in mixed federal, state, city and private funding for multi-disciplinary use program.
- Implemented eight innovative and replicated programs for homeless, mentally ill individuals, seniors and families.
- Provided leadership on the development of a comprehensive skill based education curriculum for a national training program of management and social service staffs in transitional and supportive housing settings.
- Provided local, national and international technical assistance to housing groups in nine states and six countries on service integration in supportive housing.
- Privileged to assist more than 1,000 people to become stabilized in health and housing through direct intervention, creative programming and advocacy.

PROFESSIONAL EXPERIENCE

Administration

- Led, directed and managed interdisciplinary staffs of professional and para-professional workers in programming, clinical and community services.
- Ensured compliance and top audit ratings with federal, state and local fiscal and service regulatory bodies.
- Served as community liaison to various public and private sector service and educational collaboratives.
- Secured funding and resources for on-going operations and special projects from federal, state and local municipalities, corporations, private philanthropies and other service organizations.

Programming

- Developed, initiated and evaluated a variety of psychosocial, health, vocational, recreational and educational programs with a focus on measurable outcomes.
- Facilitated consumer empowerment in program development in the areas of assessment, delivery and evaluation.
- Initiated and managed successful interagency collaborations to produce superior service products for consumers.

Direct Service

- Maintained clinical case management responsibilities for individuals with health, mental health and addiction issues.
- Performed street and shelter outreach to engage treatment-resistant individuals.
- Developed and facilitated a variety of groups for consumers with special needs.

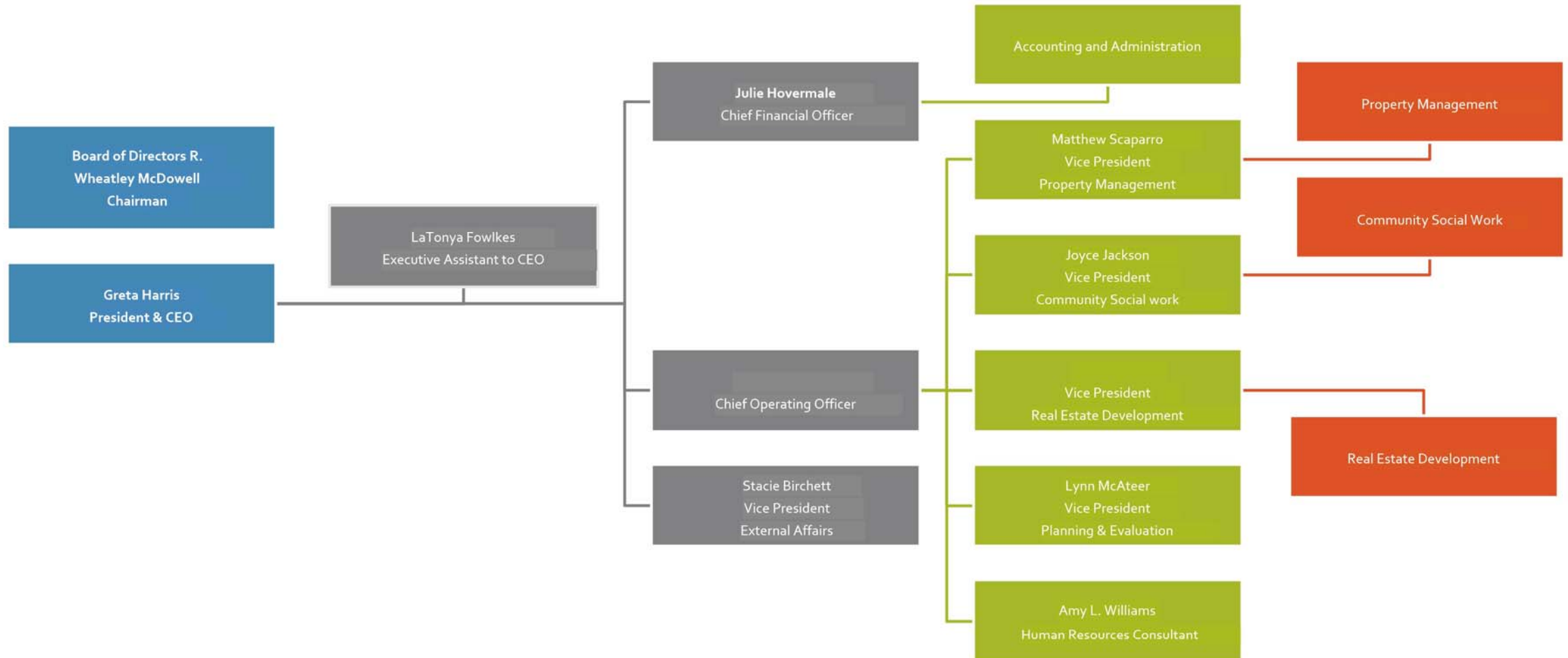
EMPLOYMENT HISTORY

- May, 1999 to present
Better Housing Coalition, Richmond, VA – Vice President, Community Social Work
- August, 2007 to June 2010
Virginia Commonwealth University, Richmond, VA—Adjunct Faculty-School of Social Work
- December, 1987 to May 1999
The Center for Urban Community Services, New York, NY – Originally employed as Team Leader, ultimately promoted through Clinical Director to Site Director of The Times Square project.
- September, 1986 to October, 1987
Antwerp Battered Women's Shelter, Antwerp, Belgium – Outreach Worker
- June, 1984 to September, 1986
New Haven Halfway House, New Haven, CT – Service Coordinator

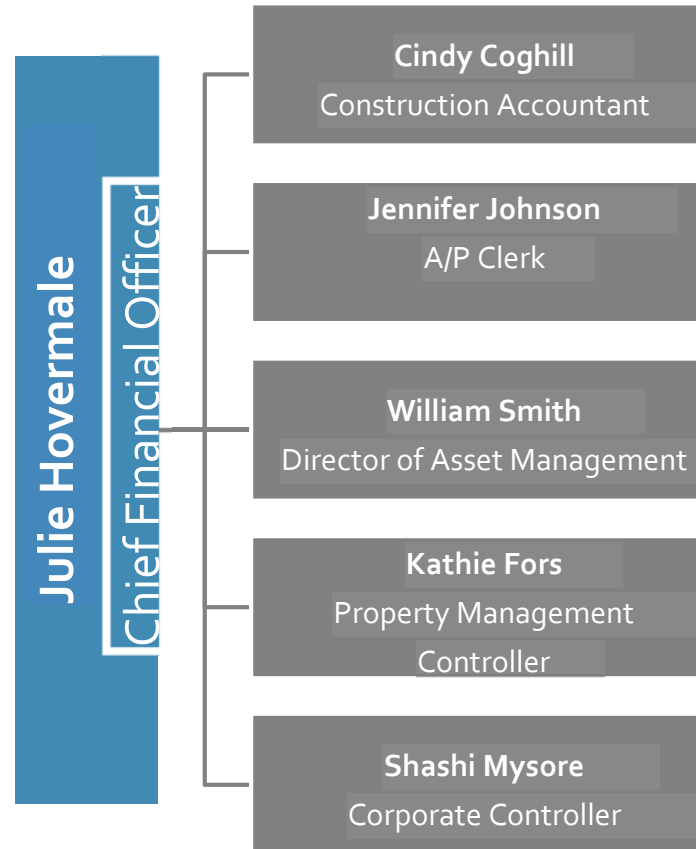
EDUCATION

- American Society on Aging *Leadership Academy*
- New School for Social Research *Non-Profit Management*
- Columbia University School of Social Work *Masters of Social Work*
- University of Southern Connecticut *Bachelor of Social Work*

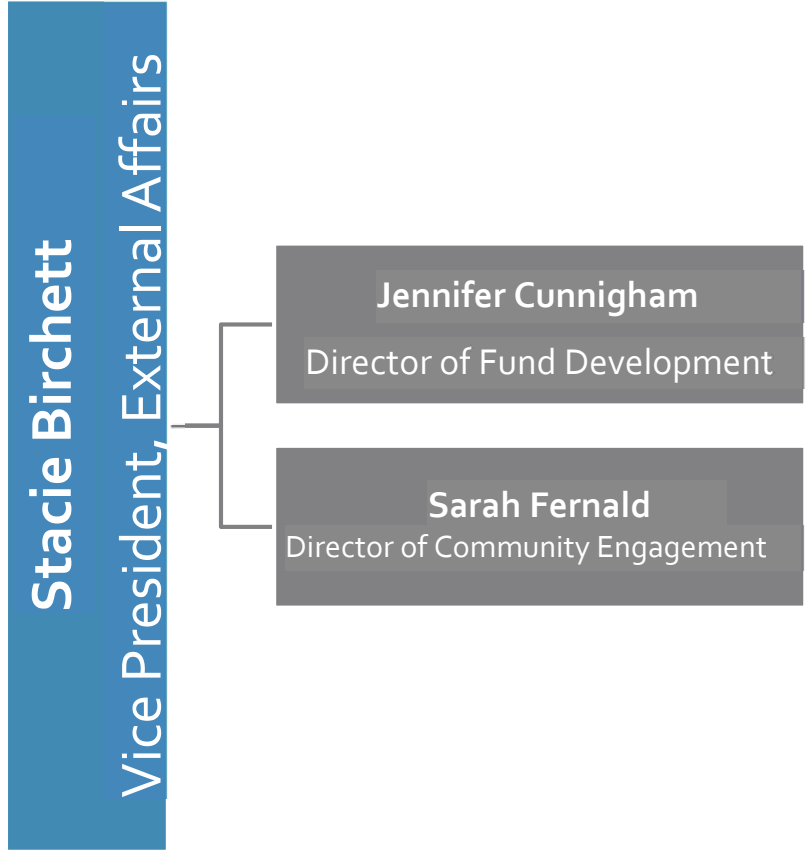
Better Housing Coalition



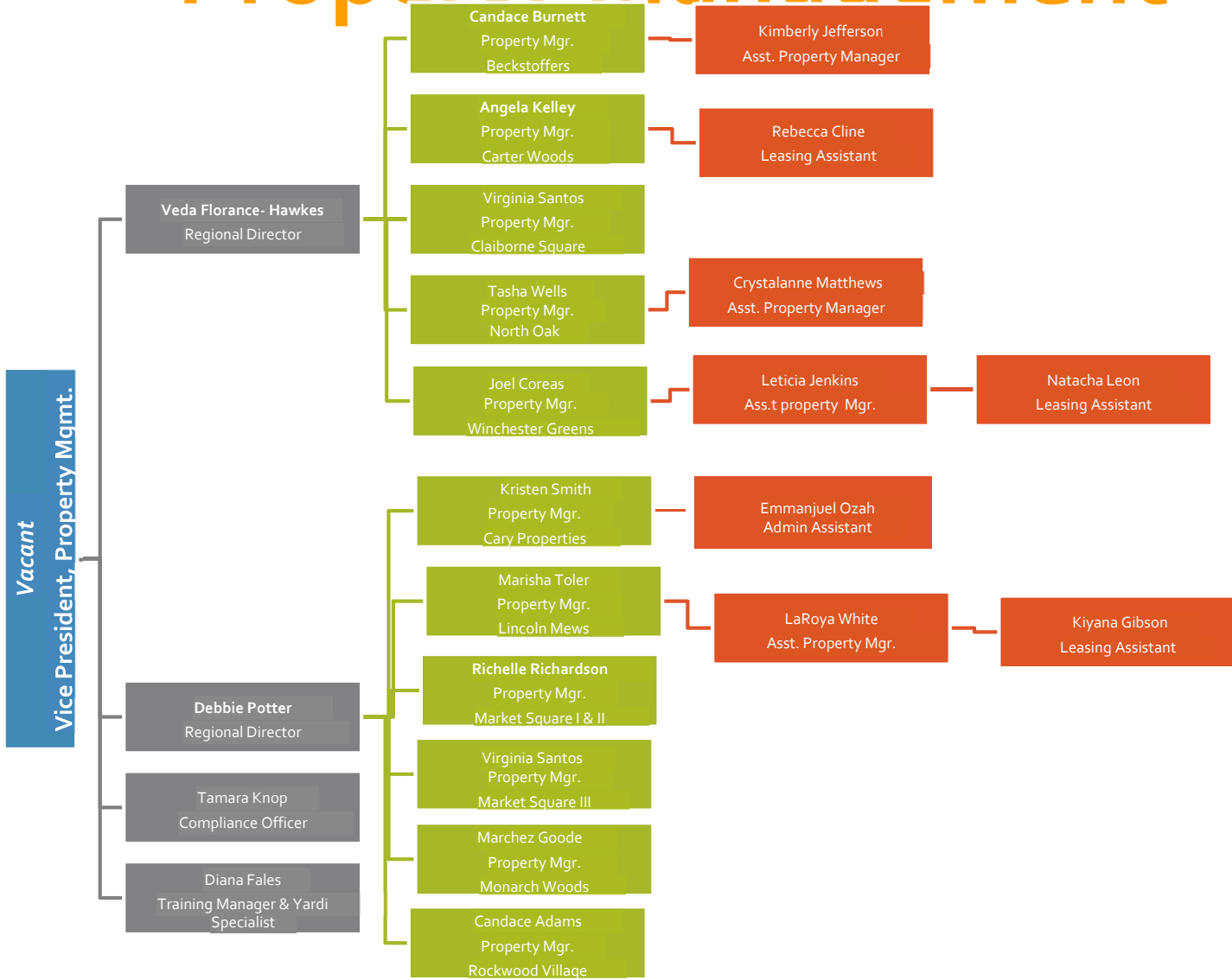
Accounting & Administration



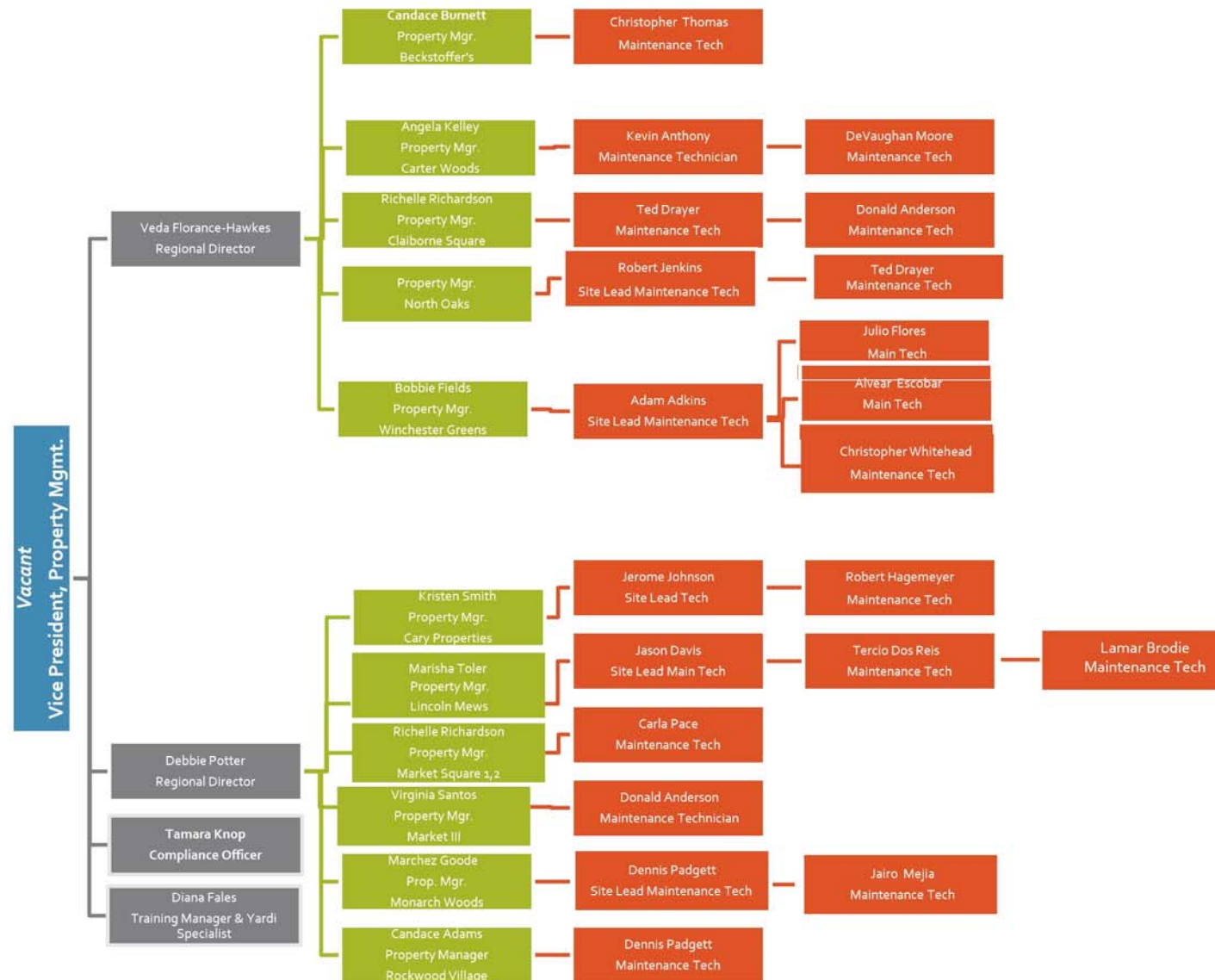
External Affairs



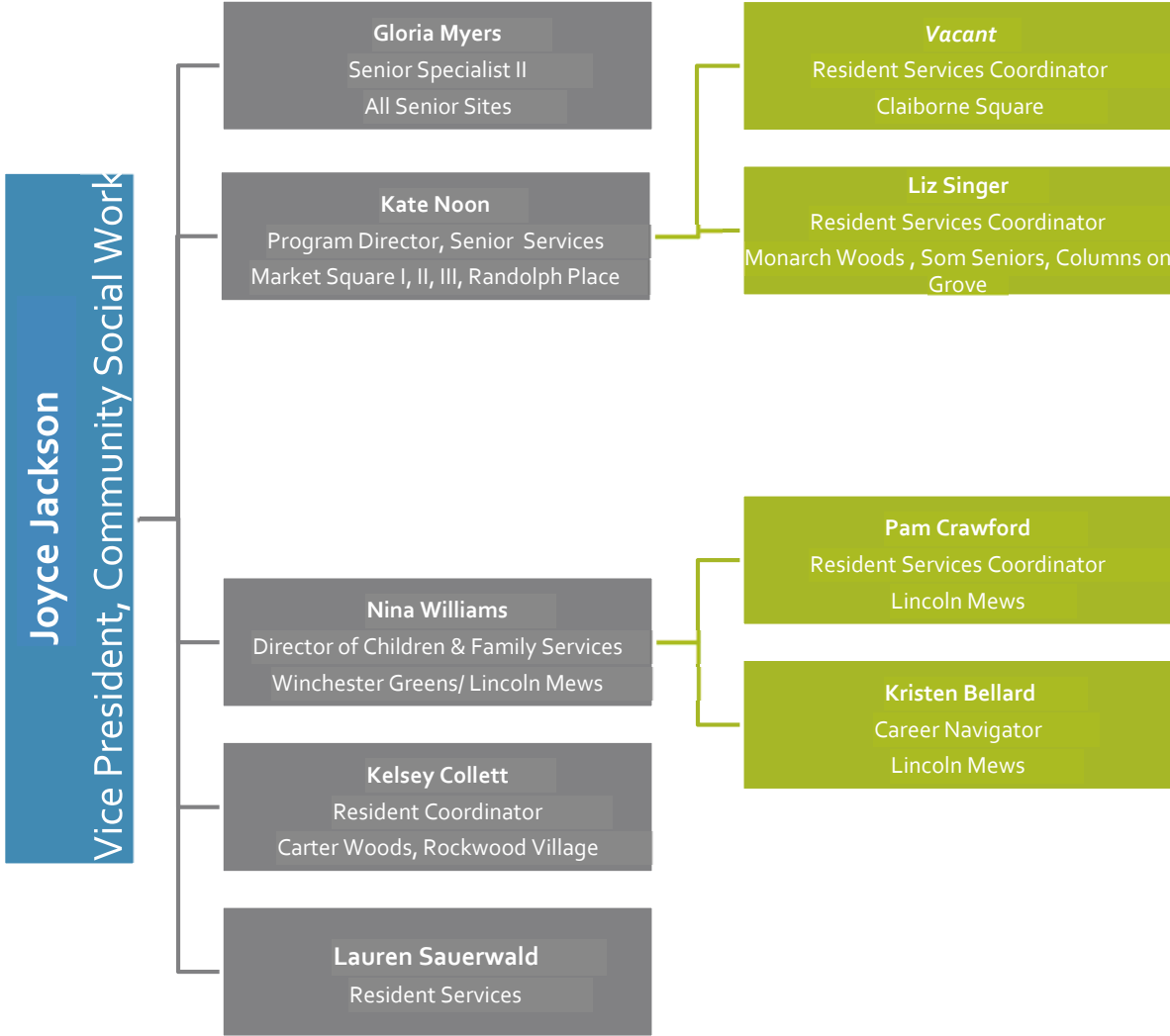
Property Management



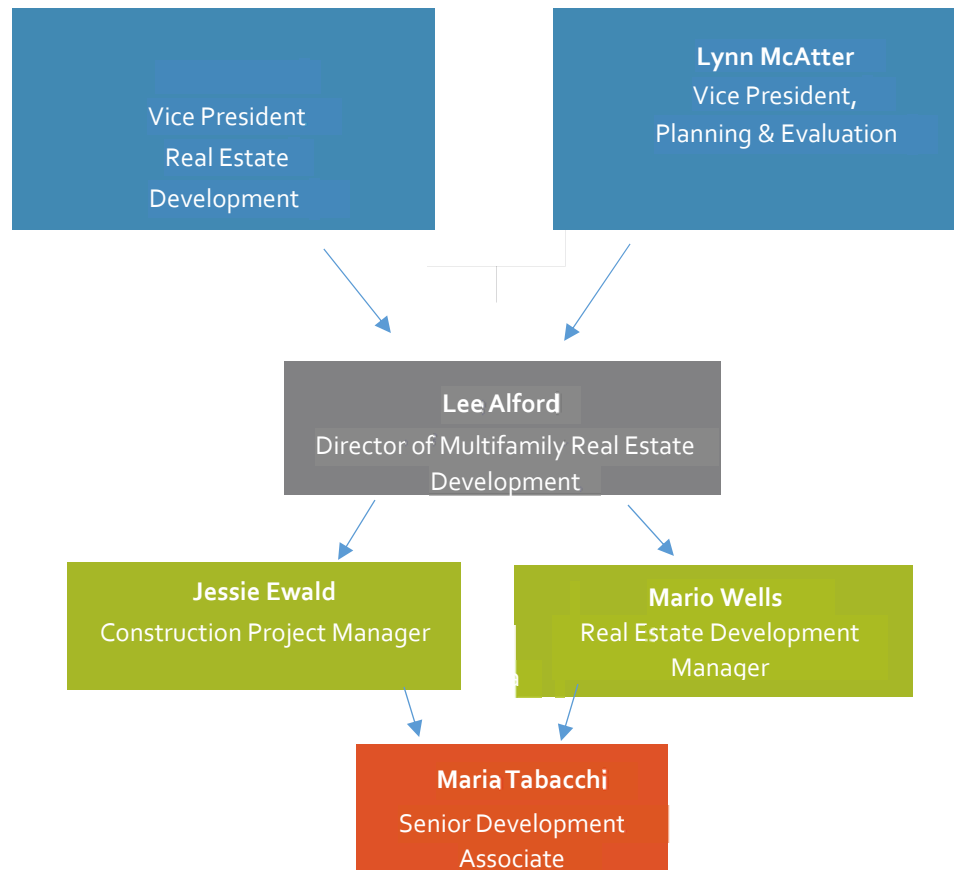
Property Management – Maintenance

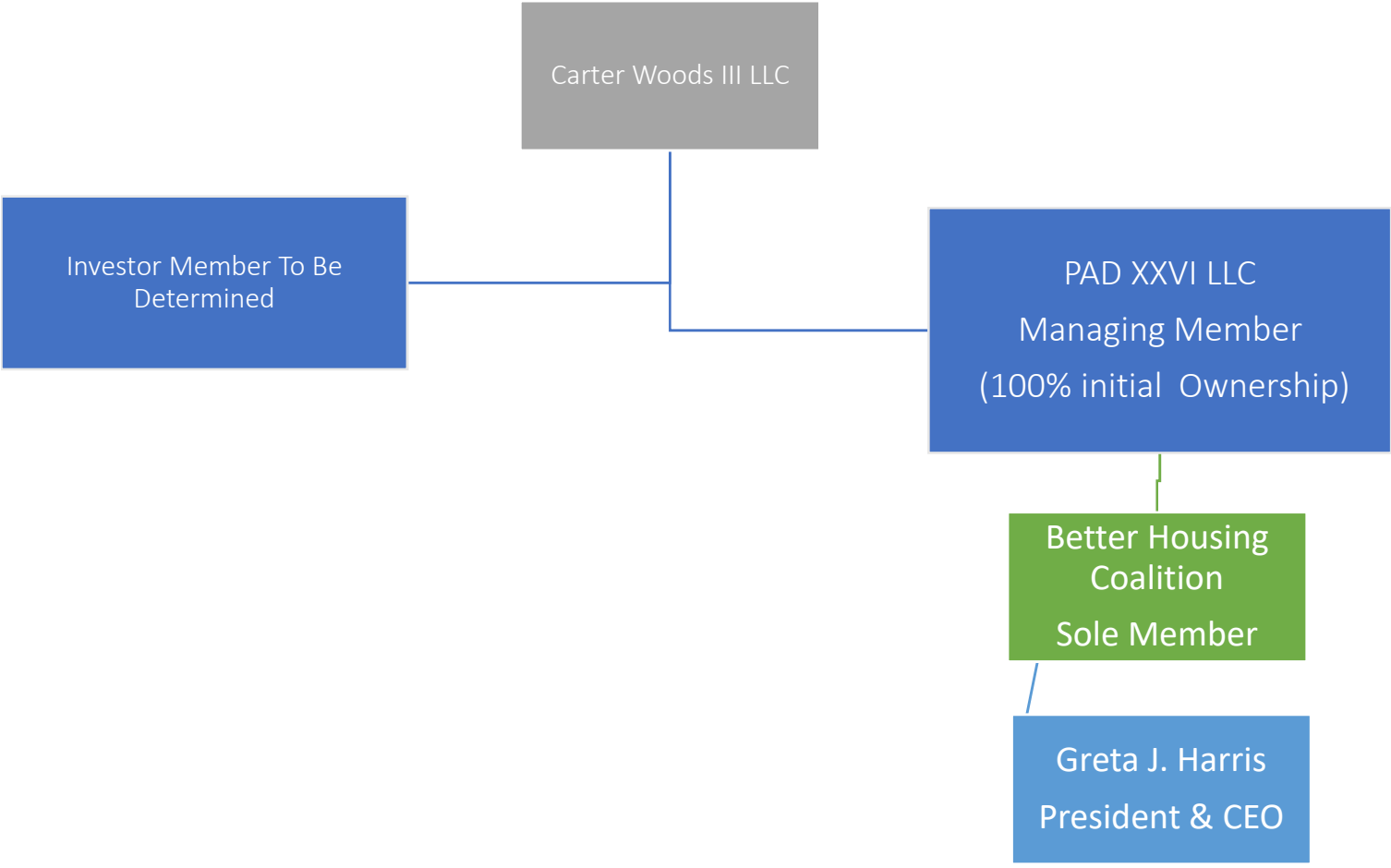


Community Social Work



Real Estate





BHC Board of Directors

Chairman - Mr. Atma Iyer – Managing VP,
Financial Services Division, Capital One
Services, LLC
6357 Haley Way
Frisco, TX 75034
Years completed as of 12/2019: 7

Vice Chair - Mr. Todd Waldo – Founder
and Consultant of Hugh Helen, LLC
1224 North 29th Street
Richmond, VA 23223
Years completed as of 12/2019: 6

Secretary - Ms. Veronica Fleming –
Executive Director, Partnership for Families,
Inc. 4721 Louisiana Street
Richmond, VA 23231
Years Completed as of 12/2019: 5

Treasurer - Ms. Carolyn Rewane – Senior
Vice President, Wells Fargo
Richmond, VA
Years completed as of 12/2019: 2

Ms. Patricia Bradley – Leadership Metro
Richmond
9211 Forest Hill Avenue, Suite 200-A
Richmond, VA 23235
Years completed as of 12/2021: 1

Mr. Andrew Clark – Vice President of
Government Affairs, Home Builders
Association of Virginia
513 N. Boulevard, Apt. 5
Richmond, VA 23220
Years completed as of 12/2019: 3

Mr. J. David Conmy – VA Department of
Housing and Community Development
800 N. 25th Street
Richmond, VA 23223
Years completed as of 12/2019: 2

Mr. Richard D. Dickinson – Executive
VP/Senior Credit Officer, TowneBank
6318 Ridgeway Road
Richmond, VA 23226 Years completed as
of 12/2019: 4

Rev. Dr. Bob Diggs – Pastor of Tabernacle
Baptist Church and Founder of the
Restoration of Petersburg CDC
1970 N. Westchester Drive
Petersburg, VA 23805
Years Complete of 12/2021: 2

Ms. Greta Harris – CEO of Better Housing
Coalition
3605 Noble Avenue
Richmond, VA 23241
Years completed as of 12/2019: 8

Mrs. Cheryl Groce-Wright - Founder and
CEO of Kaleidoscope Collaborative RVA
2201 Lamb Avenue Richmond, VA 23222
Years completed as of 12/2020: 1

Ms. Rachel Meyer – Director of Arthur J.
Gallagher & Co.
Richmond, VA
Years completed as of 12/2019: 2

Mr. Paul H. Sheehy – President, Grayco Inc
8916 Norwick Road
Richmond, VA 23229
Years completed as of 12/2019: 3

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Estimate of Time Allocation of BHC Staff

	<u>During Pre-Development/ Development</u>	<u>Annually During Operations</u>
President/ CEO	40 Hours : Oversight, Planning, Financing	26 Hours : Oversight
VP of Real Estate Development	300 Hours : Oversight, Planning, Financing	80 Hours : General Direction/ Asset Management
Director of Asset Mgt	70 Hours : Input on Design and Budgeting	80 Hours : Auditing, Reporting and Asset Management
Vice President of Property Management	50 Hours : Planning, Budgeting	200 Hours : Oversight of On-Site Management Staff
Director-Multifamily Development	740 Hours : Development Details, Const. Mgmt.	10 Hours : Miscellaneous
VP Planning & Evaluation	740 Hours : Planning, Analysis, Applications	10 Hours : Miscellaneous
Vice President/ CFO	60 Hours : Accounting/ Analysis	75 Hours : Accounting
Executive Assistant	50 Hours : Applications, File Maintenance	40 Hours : Miscellaneous
On-Site Management Staff	400 Hours : Pre-Leasing, Eligibility	1,200 Hours : Daily Management/ LIHTC Compliance, etc.
Community Social Work Staff	50 Hours : Development of Senior Programs	1,000 Hours : Coordination and Delivery of Services
On-Site Maintenance Staff	0 Hours : N/A	800 Hours : Maintenance/Custodial-2 days/week
	2,500 Hours	3,521 Hours

**Better Housing Coalition
List of LIHTC Projects**

NAME OF PROJECT	LOCATION	Status	Funding Cycle
Cary 2000 Townhouses	2200 Block of W. Cary Street	Occupied/Sold	1994
Columns on Grove Age 55 +	1617-1621 Grove Avenue	Occupied	1996
Market Square Age 55 +	7300 Taw Street Chesterfield County	Occupied	1994
Market Square Phase II Age 55 +	7310 Taw Street Chesterfield County	Occupied	2001
Market Square Phase III Age 55 +	7101 Bensley Commons Lane Chesterfield County	Occupied	2004
Carter Woods Age 62+	301 Dabbs House Road Henrico County	Occupied	2003
Carter Woods Phase II Age 62+	301 Dabbs House Road Henrico County	Occupied	2005
St. Andrew's Affordable Historic Housing (AHH)	Scattered Sites Near West End	Occupied	1999
Randolph Place	300 South Randolph Street Richmond	Occupied	2007
Lincoln Mews	4101 North Avenue	Occupied	2008
Lincoln Mews II	4101 North Avenue	Occupied	2009
Claiborne Square	518 Halifax Street Petersburg	Occupied	2009
Somanath (formerly 28th Street) Seniors	1208 North 28th Street	Occupied	2011
North Oak I	617 West Laburnum Avenue	Occupied	2011
City Scattered Sites East	Jefferson Mews + Spring Hill sites	Occupied	1994, 2013
City Scattered Sites West	Old Cary I & II	Occupied/Sold	1992-1993
The Goodwyn at Union Hill	2230, 2236, 2238.5 Venable Street	Occupied	2016
Mrket Square IV	7400 Taw Street Chesterfield County	Occupied	2018
Market Square V Age 55+	7300 Taw Street Chesterfield County	Occupied	2018
Winchester Forest 9%	2701 Drewry Bluff Road	Pre-development	2020
Cameo Street	14 W Jackson Street	Pre-development	2020
Horner Apartments	3901 Stigall Drive Midlothian	Pre-development	2021
Colbrook	13920 Jefferson Davis Highway Chesterfield	Pre-development	2021
Carter Woods III	Nine Mile Rd and Dabbs House Rd Henrico County	Pre-development	(pending)
Lafayette Gardens	2209 Ruffin Rd Richmond City	Pre-development	(pending)

2. Non-profit Formation

- Explain any experience you are seeking to claim as a related or subsidiary non-profit

BHC invited Local Initiatives Support Corporation (LISC) to Richmond and raised \$500,000 from the corporate community in matching funds to start-up the Richmond LISC program. The two organizations opened joint offices in 1990 at the Virginia Housing Center. Initially, BHC served as an advocate for affordable housing and a supporter of emerging CDC's. As the CDC's became more proficient and began construction projects with funding and technical assistance from LISC, BHC began to focus on housing production, forming partnerships with neighborhood groups to revitalize their communities. To date, BHC has produced over 1,500 for-sale and rental housing units in the West Cary Street area, Chesterfield County and Henrico County. See Organizational Profile in Tab E. Affiliate nonprofit organizations include Richmond Affordable Housing (RAH), Affordable Residences in Chesterfield (ARC), Affordable Residences in Chesterfield II (ARC II), BHC Management Company (formerly Integrated Property Management Systems (IPMS)) and Richmond Urban Senior Housing, Inc. (RUSHI). See attached Affiliate Nonprofit Entities Chart.

3. Non-profit Involvement

- Describe the nature and extent of the non-profit's involvement in the operation and management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

In 1998, BHC created an affiliate non-stock corporation to manage all of its rental property – BHC Management Company (BHCM) (formerly Integrated Property Management Systems, Inc.). BCHCM will be responsible for all phases of management of this property throughout the compliance period including marketing, leasing, maintenance, financial reporting and tax credit compliance. BHC's Vice President of Property Management oversees all property management operations and reports to the COO.

See attached Estimate of Time Allocation and Organizational Charts.

- 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.

Rachel Mayer works for Gallagher. Better Housing Coalition has hired their services to perform a compensation analysis for the merger and due diligence. She is not working in the project.

J. David Conmy works for Virginia Department of Housing and Community Development (DHCD). BHC seeks grants and loans from VCDC. David is not working in any of the BHC projects that have DHCD funding.

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification



Revitalization Area

General Instructions

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

Designation

To qualify for revitalization area points, select one of the following (and provide adequate documentation):

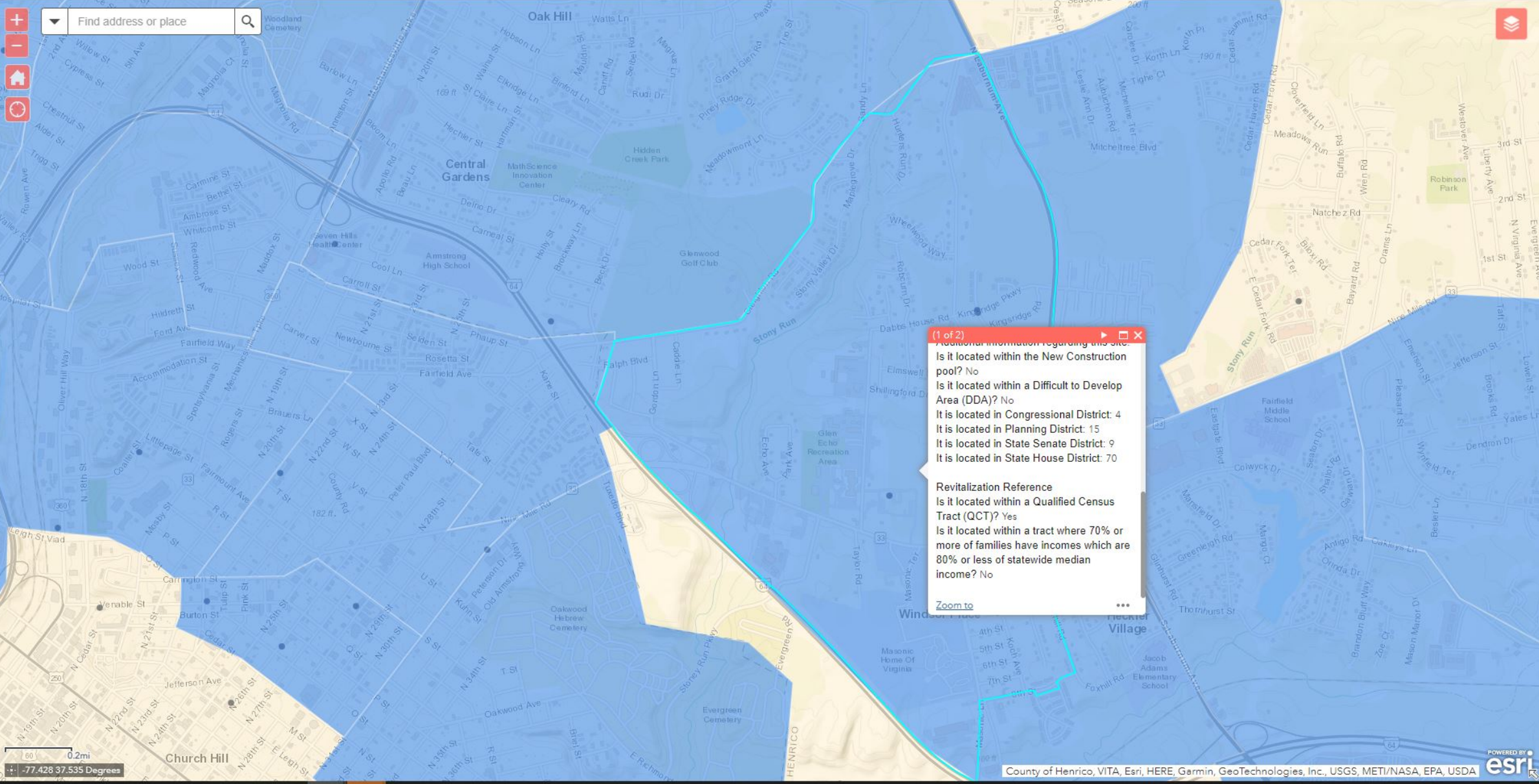
1. The development is located in a Qualified Census Tract, as defined by HUD.
2. The development is located in a census tract wherein 70% or more of the families have incomes which are \leq 80% statewide median income. **NOTE:** these census tracts are included in the definition of targeted area for single-family lending purpose, but do not include ACEDS.
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries.
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone.
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below.

*The above-referenced development is located in a Revitalization Area in the Town/City/County of _____, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, **or** (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; **and** (ii) 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.*

Delete the language that does not apply, (i)(1) or (i)(2) above.

Find address or place 🔍

⊕ ⊖ 🏠 ↻



(1 of 2) 🔍

Additional information regarding this site:

- Is it located within the New Construction pool? No
- Is it located within a Difficult to Develop Area (DDA)? No
- It is located in Congressional District: 4
- It is located in Planning District: 15
- It is located in State Senate District: 9
- It is located in State House District: 70

Revitalization Reference

- Is it located within a Qualified Census Tract (QCT)? Yes
- Is it located within a tract where 70% or more of families have incomes which are 80% or less of statewide median income? No

[Zoom to](#) ⋮

Tab K.2

Location Map

Location Map:

Carter Woods III

COUNTY OF HENRICO - FINANCE DEPARTMENT
REAL ESTATE ASSESSMENT DIVISION

Address: 4301 E. Parham Rd.
Henrico, VA 23273-2745
Phone: 804-501-4300
Fax: 804-501-5420

Back

Parcel Information

Parcel ID 807-723-6293 Parcel Address NINE MILE RD

Aerial Map Currently Displayed

If the map does not automatically zoom to the selected parcel, please click on the desired map view.

Street Map Street Map Showing Subdivision Lot Lines Topographical Map Aerial Map GIS Map

Tab K.3

Surveyor's Certification of Proximity To Public
Transportation



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

Surveyor's Certification of Proximity to Transportation

DATE: 2/8/2022

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

RE: 2022 Tax Credit Reservation Request

Name of Development: Carter Woods III

Name of Owner: Carter Woods III 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:

Its:

Senior Project Manager

Title

Tab L:

PHA / Section 8 Notification Letter



PHA or Section 8 Notification Letter

Development Name: Carter Woods III

Tracking #: 2023-ASH-05

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

General Instructions

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

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

PHA or Section 8 Notification Letter

DATE: 3/7/2022

TO: Kenyatta D. Green
Interim Chief Operating Officer
via email: kenyatta.green@rrha.com

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Carter Woods III
Name of Owner: Carter Woods III 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 June 2024 (date).

The following is a brief description of the proposed development:

Development Address:
Longitude: -77.37999 Latitude: 37.54382
Richmond, VA 23233

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>53</u>	# units	<u>2</u>	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# units	<u> </u>	# Bldgs
<input type="checkbox"/> Rehabilitation:	<u> </u>	# units	<u> </u>	# Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ <u> </u>	/ month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>730-925</u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>867-1070</u>	/ month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>1220-1373</u>	/ month
<input type="checkbox"/> 4 Bedroom Units:	\$ <u> </u>	/ month

Other Descriptive Information:

3-Story family elevator served building plus a stand alone community center. This project will be part of two phase development.

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at ~~(804) 644~~ 0546.

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

Sincerely yours,

Lee Alford

Name

Director of Multifamily Real Estate

Title

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

Seen and Acknowledged By: Kenyatta D. Green

Printed Name: Kenyatta D. Green

Title: Interim Chief Operating Officer

Phone: 804-780-3491

Date: 03.08.2022

Tab M:

Locality CEO Response Letter

Tab N:

Homeownership Plan

Tab O:

Plan of Development Certification Letter

Tab P:

Developer Experience documentation and Partnership agreements

VHDA Experienced LIHTC Developers

Notes:

Updated: 2/09/2022

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

1 Alexander, Randall P.	29 Fitch, Hollis M.	60 Melton, Melvin B.
2 Arista, Roberto	30 Fore, Richard L.	61 Midura, Ronald J.
3 Asarch, Chad	31 Franklin, Wendell C.	62 Mirmelstein, George
4 Ayd, Tom	32 Franklin, Taylor	63 Nelson, IV, John M.
5 Barnhart, Richard K.	33 Friedman, Mitchell M.	64 Orth, Kevin
6 Baron, Richard	34 Gardner, Mark E.	65 Page, David
7 Bennett, Vincent R.	35 Goldberg, Jeffrey	66 Parent, Brian
8 Burns, Laura P.	36 Gunderman, Timothy L.	67 Park, Richard A.
9 Chapman, Tim	37 Haskins, Robert G.	68 Park, William N.
10 Cohen, Howard Earl	38 Hardee, Carl	69 Pasquesi, R.J.
11 Connelly, T. Kevin	39 Heatwole, F. Andrew	70 Pedigo, Gerald K.
12 Connors, Cathy	40 Honeycutt, Thomas W.	71 Poulin, Brian M.
13 Copeland, M. Scott	41 Hunt, Michael C.	72 Queener, Brad
14 Copeland, Robert O.	42 Iglesias, Adrian	73 Rappin, Steve
15 Copeland, Todd A.	43 Jaeger, Jeffrey	74 Ripley, F. Scott
16 Cordingley, Bruce A.	44 Jester, M. David	75 Ripley, Ronald C.
17 Counselman, Richard	45 Johnston, Thomas M.	76 Ross, Stephen M.
18 Crosland, Jr., John	46 Jones Kirkland, Janice	77 Salazar, Tony
19 Curtis, Lawrence H.	47 Kirkland, Milton L.	78 Sari, Lisa A.
20 Daigle, Marc	48 Kittle, Jeffery L.	79 Sciocino, Richard
21 Dambly, Mark H.	49 Koogler, David M.	80 Sinito, Frank T.
22 Deutch, David O.	50 Koogler, David Mark	81 Stockmaster, Adam J.
23 Dischinger, Chris	51 Lancaster, Dale	82 Stoffregen, Phillip J.
24 Douglas, David D.	52 Lawson, Phillip O.	83 Surber, Jen
25 Edmondson, Jim	53 Lawson, Steve	84 Valey, Ernst
26 Edson, Rick	54 Leon, Miles B.	85 Uram, David
27 Ellis, Gary D.	55 Lewis, David R.	86 Wilson, Stephen
28 Fekas, William L.	56 Levitt, Michael	87 Woda, Jeffrey J.
	57 Margolis, Robert B.	88 Wohl, Michael D.
	58 McCormack, Kevin	89 Wolfson, III, Louis
	59 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



P.O. Box 26887
Richmond VA 23261-6887
901 Chamberlayne Pkwy,
Richmond, VA 23220

(O) (804) 780-4200
TTY: Dial 7-1-1
info@rrha.com
www.rrha.com

Interim Chief Executive Officer
Stacey Daniels-Fayson

Board of Commissioners

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Jonathan Coleman
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Robley S. Jones
Neil Kessler
Charlene Pitchford
Patrice Shelton, CCHWSr

February 22, 2022

Better Housing Coalition

Attn: Greta Harris

23 W. Broad St.

P.O. Box 12117

Richmond, VA 23214

g.harris@betterhousingcoalition.org

RE: RRHA RFP 2021-25 Project Based Vouchers – Carter Woods III (Carter Woods III LLC – Owner)

Dear Ms. Harris:

Thank you for responding to Richmond Redevelopment and Housing Authority's Request for Proposal No. RRHA-RFP-2021-25 for Project Based Vouchers (PBVs) issued on **November 23, 2021**. In response to your proposal, I am pleased to inform you that **Carter Woods III LLC** has been awarded **13** PBVs for the **Carter Woods III** project located at **Nine Mile Rd. and Dabb House Rd, Richmond VA**. The term of the PBVs will be for 15 years subject to the execution of a HAP contract. This commitment is in effect from March 1, 2022 – March 1, 2024 (two years) subject to your satisfactory compliance with the terms and conditions stipulated in the aforementioned RFP.

In addition, if you indicated in your response to the aforementioned RFP that your project was applying for Low Income Housing Tax Credits (LIHTCs) through Virginia Housing, then this commitment is contingent upon receiving an allocation of Low Income Housing Tax Credits no later than December 31, 2022. If you do not receive an allocation of tax credits or execute the HAP contract by the defined deadlines, you will be required to request PBVs from RRHA by any open available method, i.e. a future RFP for competitive award of PBVs.

Congratulations on receiving this commitment. We look forward to working with you. If you have any additional questions, you may contact me by e-mail at arthur.walker@rrha.com

Sincerely,
DocuSigned by:

309ED43056AF4F6...
Arthur J. Walker, CPPO

Director of Procurement and Contract Administration

CC: Kenyatta Green, RRHA
Lee Alford, BHC



Tab R:

Documentation of Operating Budget and Utility Allowances

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing



Locality		Green Discount	Unit Type				Weather Code	Date
Richmond Area 2021		None	Large Apartment (5+ units)				VA007	2021-09-07
Utility/Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Natural Gas	\$18	\$21	\$24	\$26	\$29	\$32	
	Bottle Gas	\$56	\$66	\$75	\$84	\$94	\$103	
	Electric Resistance	\$14	\$17	\$21	\$25	\$28	\$32	
	Electric Heat Pump	\$12	\$14	\$17	\$18	\$19	\$20	
	Fuel Oil	\$38	\$45	\$51	\$57	\$64	\$70	
Cooking	Natural Gas	\$3	\$3	\$5	\$7	\$8	\$10	
	Bottle Gas	\$9	\$10	\$15	\$19	\$24	\$28	
	Electric	\$5	\$6	\$8	\$10	\$13	\$15	
	Other							
Other Electric		\$18	\$21	\$29	\$37	\$45	\$53	
Air Conditioning		\$7	\$8	\$12	\$15	\$19	\$22	
Water Heating	Natural Gas	\$7	\$8	\$11	\$15	\$18	\$21	
	Bottle Gas	\$20	\$23	\$33	\$44	\$54	\$64	
	Electric	\$11	\$13	\$17	\$21	\$24	\$28	
	Fuel Oil	\$13	\$16	\$23	\$30	\$36	\$43	
Water		\$24	\$26	\$38	\$57	\$77	\$96	
Sewer		\$34	\$37	\$52	\$74	\$97	\$120	
Electric Fee		\$7	\$7	\$7	\$7	\$7	\$7	
Natural Gas Fee		\$16	\$16	\$16	\$16	\$16	\$16	
Fuel Oil Fee								
Bottled Gas Fee								
Trash Collection		\$20	\$20	\$20	\$20	\$20	\$20	
Range/Microwave		\$15	\$15	\$15	\$15	\$15	\$15	
Refrigerator		\$20	\$20	\$20	\$20	\$20	\$20	
Other – specify								

\$95

\$128

\$165

Tab S:

Supportive Housing Certification

Virginia Housing Permanent Supportive Housing Services Certification

Permanent Supportive Housing is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

Best practices are described by the U.S. Department of Health and Human Services:
<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

For consideration, provide **all** of the following:

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.
3. Describe your target population(s).

Households at-risk for homelessness	
Physically Disabled	

4. List the types of supportive services to be offered.

Outreach & Referral	Case Management
Housing Stability Services	Workforce Services
Entitlement Support & Advocacy	

5. Who will be providing supportive services?

Better Housing Coalition	

6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services?

15 %

In addition, I/we certify the following:

Services

Tenant choice. Supportive housing tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive service tenants' needs change over time, tenants can receive more or less intensive support services.

Assertive outreach and engagement. The service team will use a variety of outreach and engagement techniques to bring tenants into helping relationships.

Case management. Case managers will serve as the bridge between tenants and the supports that help them achieve stability and long-term tenancy.

Recovery supports. Services will include at least one of the following:

- Mainstream supports, e.g., income supports from public benefits programs, healthcare from hospitals and clinics and employment help from vocational agencies
- Specialized supports, e.g., life skills training, budgeting, medication management and behavioral health treatment
- Natural supports, e.g., connections with peers, family, community and faith communities

Housing

Tenant choice. Supportive housing tenants will be able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services.

Access. Supportive housing units will be available to people who are experiencing homelessness, are precariously housed and/or who have multiple barriers to housing stability, including disabilities and substance abuse.

Quality. Supportive housing units will be similar to other units in the project.

Integration. Supportive housing tenants with disabilities will have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.

Rights of tenancy. Supportive housing tenant leases or subleases will confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met—paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.

Affordability. Supportive housing tenants should pay no more than 30% of their incomes toward rent and basic utilities.

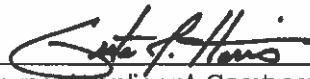
Coordination between housing and services. Property managers and support service staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

Delineated roles. There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

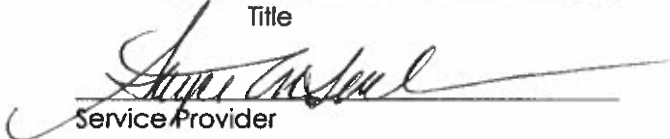
3/8/2022
Date


Owner/Applicant Carter Woods III LLC

By: Greta J. Harris

Its: President & CEO of PAD XXVI LLC, its Managing Member

Title


Service Provider

By: Joyce Jackson

Its: Vice President, Resident Services

Title



11/27/2019

Dear Better Housing Coalition,

Congratulations on becoming a CORES certified organization!

The Certified Organization for Resident Engagement & Services (CORES) Certification recognizes owners that have developed a robust commitment, capacity, and competency in providing resident services coordination in affordable rental homes. The CORES Certification is applicable across the entire portfolio and is inclusive of family, senior and supportive housing communities (www.coresonline.org).

The CORES Certification recognizes Better Housing Coalition's investment in and development of the tools necessary to implement a robust system of resident services coordination under the Direct Model.

We have provided a version of the CORES logo which recognizes your organization as CORES certified. Please feel free to use this logo on your website or any other promotional materials.

The CORES certification lasts **five years** and will expire on November 27, 2024. We recommend starting the renewal process three months in advance of the certification expiration date.

If you have any further questions, please contact us at cores@sahfnet.org.

Sincerely,

Andrea Ponsor
Interim President and CEO
Stewards of Affordable Housing for the Future

www.coresonline.org

Better Housing Coalition - Property List of Permanent Supportive Housing Services

	Outreach	Referral	Case Mngmt	Entitlement Support	Housing Stability Services	Social & Recreational Opportunities	Health Services Coordination	Placement to Higher Level of	Individual Counseling	Family Supports	Workforce Development
Carter Woods	X	X	X	X	X	X	X	X	X	X	
Cary 2000	X	X		X	X						X
Claiborne Square	X	X	X	X	X	X		X	X		
Columns on Grove	X	X	X	X	X	X	X	X	X		
Goodwyn	X	X		X	X						X
Lincoln Mews	X	X	X	X	X	X	X	X	X	X	X
Market Square All Phases	X	X	X	X	X	X	X	X	X	X	X
Monarch Woods	X	X	X	X	X	X	X	X	X	X	
NewJM	X	X		X	X						X
North Oak	X	X	X	X	X	X	X	X	X	X	X
Randolph Place	X	X	X	X	X	X	X	X	X	X	
Rockwood Village	X	X	X	X	X	X	X	X	X	X	
Somanath Seniors	X	X	X	X	X	X	X	X	X	X	X
Winchester Greens	X	X			X						X

Tab T:

Funding Documentation



Better Housing
COALITION

Better Homes. Better Communities. Better Lives.

Subsidized Funding Document – Land Donation

BOARD OF DIRECTORS

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Paul Sheehy

Maria P. Tedesco

R. Scott Ukrop

Todd Waldo

Greta J. Harris
President/CEO

EMERITUS MEMBERS

Lissy S. Bryan
Past Chair

Carter D. McDowell
Co-Founder

Carter Woods III overall site has an assessed value at \$1,054,000. The first phase has a pro rata percentage of 30.02% which totals an assessed value at \$316,363.



betterhousingcoalition.org

P.O. Box 12117 · 23 W. Broad Street, Suite 100 · Richmond, VA 23241 · 804.644.0546





COUNTY OF HENRICO - FINANCE DEPARTMENT REAL ESTATE ASSESSMENT DIVISION

Address: 4301 E. Parham Rd.
Henrico, VA 23273-2745
Phone: 804-501-4300
Fax: 804-501-5420

Base Information

Parcel ID	807-723-6293	Parcel Address	NINE MILE RD
Vision PID #	89922	Appraiser	D
State Code	Comm & Ind	Neighborhood	09901 - Apartments
Use Code	701 Vacant Multi Fam R5-R6	Acreage	10.33
Tax Type	Taxable	Owner (Jan 1)	BETTER HOUSING COALITION
Zoning	R-5C	Owner (Cur)	BETTER HOUSING COALITION
Tax Dist	Regular	Mailing Address	23 W BROAD ST STE 100
Magisterial	Varina		RICHMOND VA
Subdivision	Acreage	Zip	23220-4295
Section		Old Map #	
Block		Pre 1992 Map #	
Lot	10.33 acres PAR 3	Map Page #	230

Image

Photo Not Available

Last Photo Update Unknown

Last Transfer

Sale Date	Sale Price	Deed Book	Page	Previous Owner	Sale Comment
05/18/2012	\$0	4991	1905	RICHMOND AFFORDABLE HNSG	Gift/Partial Int. Etc.

Photo Not Available

Current Assessment

Year	Date	Land	Land Use	Improvements	Total
2022	01/31/2022	\$1,054,000		\$0	\$1,054,000

Land Information

Type	# Units	Unit Type	Sqft	Zoning
G3	106	UT	0	R-5C
G5	28	UT	0	R-5C

Sketch Details

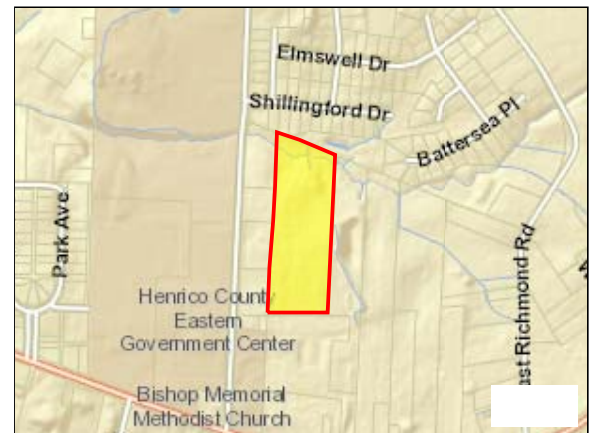
no data found

Notes

11/16/21 - REZ2021-00049 - Approval to conditionally rezone from M-1C Light Industrial District (Conditional) to R-5C General Residence District (Conditional) parcel 807-723-6293 containing 10.328 acres. 106 apartments and 28 townhouses planned.

1) 6/12/06 10.33 acres split from parcel #807-723-9369 for 2007 per owners request. 2-20-2008 Recorded to Correct the Property Description DB 4474-1059

Map



Legal Disclaimer: Non-confidential real estate assessment records are public information under Virginia law, and Internet display of non-confidential property information is specifically authorized by Virginia Code 58.1-3122.2. While the Real Estate Division has worked to ensure that the assessment data contained herein is

2/15/2022

Base

accurate, Henrico County assumes no liability for any errors, omissions, or inaccuracies in the information provided or for any reliance on any maps or data provided herein. Please consult County records in the Real Estate Division for official information.

Click [Real_Estate_Comments](#) to submit comments or corrections.

Tab U:

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

Virginia Housing Renter Education Program

Carter Wood III Apartments

Whether it's a house, apartment, duplex or townhouse, renting can have its advantages over purchasing. Here are some resources to help you understand and explore your options for finding affordable rental housing in Virginia. As a renter, you have certain rights that protect you and your interests, but you also have responsibilities. Become familiar with what you need to know.

Virginia Housing provides Renters the opportunity to complete free courses and access other resources at their website. Renters are encouraged but not required to access this information.

To begin, Renters need to create an account on the VHDA website that is included in the links below. The eBook is a comprehensive resource that covers financial readiness, credit, searching for rentals, the application, the lease agreement, security deposit, tenant rights & responsibilities, housekeeping, and maintenance & repairs.

The online course is available in both English and Spanish. It is comprised of nine (9) standalone modules/chapters and is available 24 hours a day. A Certificate of Completion is made available at the completion of each chapter. Renters can download the certificate, print, save, and share by email if desired.

Links for Assistance to Renters Before Taking the Renter Education Program:

<https://www.virginiahousing.com/renters>

<https://www.virginiahousingsearch.com/Resources.html>

<https://www.virginiahousing.com/renters/education>

Acknowledgment of Renter of _____ (Apartments):

Signature: _____ Dated: _____

Printed: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Erik T. Hoffman
Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005

RIGHT OF FIRST REFUSAL AGREEMENT
(Carter Woods III Apartments)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of March __, 2022 by and among **CARTER WOODS III LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **BETTER HOUSING COALITION**, a Virginia nonstock corporation (the “Grantee”), and is consented to by **PAD XXVI 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 53-unit apartment project for families located in Richmond, Virginia and commonly known as “Carter Woods III Apartments” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with

the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by 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 Richmond, 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, 23 West Broad Street, Suite 100, Richmond, VA 23220.

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]

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

DESCRIPTION OF A 10.328 ACRE PARCEL OF LAND LOCATED IN THE COUNTY OF HENRICO, VIRGINIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A POINT BEING THE INTERSECTION OF THE EAST LINE OF DABBS HOUSE ROAD AND THE SOUTH LINE OF SHILLINGFORD DRIVE; THENCE CONTINUING ALONG THE EAST LINE OF DABBS HOUSE ROAD SOUTH 01°32'57" WEST A DISTANCE OF 102.81 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF DABBS HOUSE ROAD SOUTH 68°56'25" EAST A DISTANCE OF 215.47 FEET TO A POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 68°51'17" EAST A DISTANCE OF 162.99 FEET TO A FOUND STONE; THENCE SOUTH 69°11'35" EAST A DISTANCE OF 254.74 FEET TO A FOUND ROD; THENCE SOUTH 01°54'53" WEST A DISTANCE OF 1,058.31 FEET TO A FOUND ROD; THENCE SOUTH 89°54'46" WEST A DISTANCE OF 399.22 FEET TO A FOUND ROD; THENCE NORTH 02°06'25" EAST A DISTANCE OF 1,208.43 FEET TO A POINT BEING THE POINT OF BEGINNING AND CONTAINING 10.328 ACRES OF LAND, MORE OR LESS.

Tab W:

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

Resident Wi-Fi Information

Internet Education Information, Acknowledgement Form, and
Internet Security Plan

Carter Woods III

Address

RE: Resident Internet Information

Dear Resident,

As a resident of Carter Woods III you will be provided with free individual Wi-Fi access within your unit. Please know that while the Wi-Fi provided by Carter Woods III will be closely monitored and secured by critical IT solutions there is still a level of risk associated with using Wi-Fi. These risks include, but are not limited to, personal information and data theft, monetary scams, and system security breaches.

Again, while we will work to minimize these risks to the greatest extent feasible there is always a risk to utilizing the internet and we ask residents to exercise caution when visiting websites, downloading materials, or providing their personal information.

Sincerely,

Carter Woods III LLC

Carter Woods III: Internet Acknowledgement Form

I, _____, hereby acknowledge that I have received a copy of the Carter Woods III “Resident Internet Information” letter and have been informed of any/all internet security policies. I further attest to comply with the internet policies and will follow up with staff if I have any questions regarding the provided materials.

_____ Resident Signature

_____ Unit Number

_____ Date

Carter Woods III: Internet Security Plan

In order to provide a secure IT environment for residents and staff, Carter Woods III will be outfitted with several key IT solutions. These solutions will be continuously monitored and updated by a computer networking company.

The solutions that will be implemented at Carter Woods III include:

- Patch Management automation for operating systems and software applications;
- Endpoint Security to identify and prevent known viruses from infecting systems;
- Advanced Email Security beyond spam filtering that specifically targets spear phishing and spoofing;
- DNS Based Secure Internet Gateway for web content analysis, protection, and malware security;
- Cloud Managed Wireless Access Points to allow for identity-based group security policies and network-wide visibility and control; and
- Next Generation Firewalls to provide intrusion prevention and application layer content filtering services that allows traffic shaping and web access to specific devices between employee and resident wireless networks.

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Carter Woods III

Marketing Plan for Units Meeting Accessibility Requirements of HUD Section 504

Project Background

Carter Woods LLC plans to construct Carter Woods III, a 53-unit affordable multi-family housing development on vacant land in Henrico, Virginia. As the developer, Better Housing Coalition is proposing a mixed-income development serving residents at 40%, 50%, and 60% of the area median income.

HUD Section 504

8 units at Carter Woods III will meet HUD Section 504 accessibility specifications. The property will be managed by BHC Management, a VHDA certified property management company. BHC Management will incorporate a marketing plan for the Section 504 units that include the following elements:

Leasing Policy & Procedure:

- The law has certain requirements about filling a unit that is accessible.
 - The unit must first be offered to current residents who have a verified need for the accessible unit.
 - Then the unit may be offered to applicants who have a verified need for the unit for accessibility.
 - If the unit cannot be filled with a person who needs the accessible features, then the unit may be rented to an applicant on the waitlist following normal tenant selection procedures and in compliance with VHDA LIHTC program requirements
 - VHDA Requirements:
 - **Units must be held vacant for 60 days during which ongoing marketing must be documented.**
 - If a qualified household including a person with a disability is not located in that timeframe, submit the 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 must 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

Marketing Strategies

- Property Manager will coordinate with BHC Community Social Work department to identify residents at other BHC properties that have requested an accessible unit.

- BHC will communicate with the Richmond Redevelopment and Housing Authority about the acceptance of Housing Choice Voucher Units, including accessible units.
- BHC will communicate the availability of affordable accessible units to the Henrico Mental Health and Services Department
- Flyers will be mailed or distributed to additional organizations such as Veterans Administration, Area Agencies on Aging, Virginia Department of Rehabilitative Services (DRS), Virginia Department of Social Services, Housing Opportunities Made Equal (H.O.M.E.), Resources for Independent Living, Goodwill Industries, Sheltering Arms and Richmond Redevelopment and Housing Authority (RRHA).
- BHC Management will develop relationships with these programs and other medical and health service providers and develop memorandums of understanding that encourage referrals to the development.
- BHC Management will maintain a waiting list for all accessible units.
- **The Carter Woods III development will be registered and listed on www.virginiahousingsearch.com**

In addition to the resources noted above, the marketing plan may include a combination of paid print and Internet Listing Service (ILS) advertising, social media and targeted outreach marketing to area merchants, health-care providers and social services organizations. In addition, BHC will make presentations to community groups and civic organizations to market the entire project.

AFFIRMATIVE FAIR HOUSING

- A. Affirmative Fair Housing Marketing Plan: This project will be marketing without regard to race, color, creed, religion, sex, national origin, handicap, familial status or sexual orientation. All print and online advertisements shall utilize the required statements and symbols of Equal Housing Opportunity and accessibility as required by local, state and Federal regulations. Additionally, all on-site signs for the purposes of directing prospective tenants to the project shall include the Equal Housing Opportunity Logo.
- B. Management shall strive to make the availability of the units known to all demographic groups within the area. Marketing activities will be in accordance with the Affirmative Fair Housing Marketing Plan and Fair Housing Law.
- C. All employees will receive training regarding Federal Fair Housing and Section 504 Laws. Failure of employees to follow Federal Fair Housing or Section 504 shall result in disciplinary action up to and including termination.
- D. All employees will receive training in the proper procedure for accepting and processing all requests for Reasonable Accommodations.
- E. All employees will be required to take a minimum of 3 hours of Fair Housing Training

Tab Y:

Inducement Resolution for Tax Exempt Bonds

Tab Z:

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

Tab AA:

Priority Letter from Rural Development