
2024 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

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

Tax Exempt Bonds

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



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

INSTRUCTIONS FOR THE VIRGINIA 2024 LIHTC APPLICATION FOR RESERVATION

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

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

Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 14, 2024**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

Applicants should submit all application materials in electronic format only via your specific Procorem workcenter.

There should be **distinct files** which should include the following:

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

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@virginiahousing.com	(804) 584-4729
Jaki Whitehead	jaki.whitehead@virginiahousing.com	(804) 343-5861
Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

TABLE OF CONTENTS

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

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

2024 Low-Income Housing Tax Credit Application For Reservation

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

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

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 6/18/24

1. Development Name: Hazel Hill Apartments
2. Address (line 1): 100 Princess Anne Street
 Address (line 2):
 City: Fredericksburg State: VA Zip: 22401
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of Fredericksburg City
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: 4.00
7. Development is located in a **Qualified Census Tract**..... TRUE *Note regarding DDA and QCT*
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** FALSE
10. Development is located in a **Revitalization Area designated by resolution** 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 household poverty rate

3%	10%	12%
FALSE	TRUE	FALSE

Enter only Numeric Values below:

13. Congressional District: 1
- Planning District: 0
- State Senate District: 28
- State House District: 17

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

Substantial rehabilitation of 147-unit garden apartment community.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 6/18/24

15. Local Needs and Support

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

Chief Executive Officer's Name: Timothy Baroody
 Chief Executive Officer's Title: City Manager Phone:
 Street Address: PO Box 7447
 City: Fredericksburg State: VA Zip: 22404

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

- 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:

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

a. If requesting 9% Credits, select credit pool:

or

b. If requesting Tax Exempt Bond credits, select development type:

For Tax Exempt Bonds, where are bonds being issued?

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

Skip to Number 4 below.

2. Type(s) of Allocation/Allocation Year

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2024.

b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2024, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2024 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

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

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

5. Planned Combined 9% and 4% Developments

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

If true, provide name of companion development

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

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

Total Units within 9% allocation request?

Total Units within 4% Tax Exempt allocation Request?

Total Units:

% 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:

Definition of selection:

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

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

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

C. OWNERSHIP INFORMATION

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

1. Owner Information:

Must be an individual or legally formed entity.

a. Owner Name: Fredericksburg Preservation Partners LLC

Developer Name: NHT Communities

Contact: M/M ▶ Mr. First: Kevin MI: B.W. Last: White

Address: 1101 Connecticut Avenue, Suite 700

City: Washington St. ▶ DC Zip: 20036

Phone: (202) 621-1603 Ext. Fax:

Email address: kwhite@nhtinc.org

Federal I.D. No. 921266214 (If not available, obtain prior to Carryover Allocation.)

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

Additional Contact: Please Provide Name, Email and Phone number.
Carrie Fischer, cfischer@nhtinc.org, 202.333.8931 ex 149

- ACTION:** a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**
 b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**
 c. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
 d. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments the last 15 years. **(Mandatory at TABS A/D)**

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

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

2. Developer Experience:

May select one or more of the following choices:

FALSE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.
Action: Provide one 8609 from qualifying development.

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

FALSE c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.
Action: Provide documentation as stated in the manual.

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: ▶ Option

Expiration Date: 12/31/27

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..... 12/31/27 .
- 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: Fredericksburg Affordable Housing Limited Partnership

Address: 1101 Connecticut Avenue NW, Suite 700

City: Washington St.: DC Zip: 20036

Contact Person: Kevin White Phone: (202) 621-1603

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

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

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
NHT Communities	#####	LP / owner of GP	99.99%
Fredericksburg Affordable Housir	#####	General Partner	0.01%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Eric Herrmann	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig LLP	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770 Washington DC, 20005		
Email:	eherrmann@kleinhornig	Phone:	
2. Tax Accountant:	Deidre Dunenfeld	This is a Related Entity.	FALSE
Firm Name:	Cohn Reznick	DEI Designation?	FALSE
Address:	7501 Wisconsin Ave., Suite 400E, Bethesda, MD 20814		
Email:	deidre.dunenfeld@cohnreznick.com	Phone:	(301) 280-1848
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Destiny Pardo	This is a Related Entity.	FALSE
Firm Name:	Franklin Johnston Group	DEI Designation?	FALSE
Address:	2900 S Quincy Street, Arlington VA, 22206		
Email:	dpardo@tfgroup.com	Phone:	(571) 297-2225
5. Contractor:	John Kim	This is a Related Entity.	FALSE
Firm Name:	Harkins Builders	DEI Designation?	FALSE
Address:	10490 Little Patuxent Parkway, Columbia MD, 21044		
Email:	jkim@harkinsbuilders.com	Phone:	(410) 480-4208
6. Architect:	Chuck Hawley	This is a Related Entity.	FALSE
Firm Name:	Studio 343	DEI Designation?	FALSE
Address:	1912 D Lincoln Drive, Annapolis MD, 21401		
Email:	chuck@studio343.com	Phone:	(410) 267-6889
7. Real Estate Attorney:	Eric Herrmann	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig LLP	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770 Washington DC, 20005		
Email:	eherrmann@kleinhornig	Phone:	
8. Mortgage Banker:	Paul P Browne	This is a Related Entity.	FALSE
Firm Name:	Joseph Browne Development Associat	DEI Designation?	FALSE
Address:	5535 Langston Blvd, Arlington VA, 22207		
Email:	paul@joseph-browne.com	Phone:	(703) 835-4964
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	

F. REHAB INFORMATION

1. Acquisition Credit Information

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

Action: If true, provide an electronic copy of the Existing Condition Questionnaire, Unit by Unit Matrix and Appraisal.

b. This development has received a previous allocation of credits..... TRUE
If so, when was the most recent year that this development received c 2004

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..... TRUE
Action: (If True, provide required form in TAB Q)

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

2. Ten-Year Rule For Acquisition Credits

a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/ \$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... TRUE

b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... FALSE

i Subsection (I)..... FALSE

ii. Subsection (II)..... FALSE

iii. Subsection (III)..... FALSE

iv. Subsection (IV)..... FALSE

v. Subsection (V)..... FALSE

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

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

b. Minimum Expenditure Requirements

i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... TRUE

ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... FALSE

iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... FALSE

iv. There are different circumstances for different buildings..... FALSE

Action: (If True, provide an explanation for each building in Tab K)

G. NONPROFIT INVOLVEMENT

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

All Applicants - Section 2 must be completed to obtain points for nonprofit involvement.

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

- 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 compliance period...
TRUE d. Own, either directly or through a partnership or limited liability company, 100% of the 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, skip to #3.)

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

B. Type of involvement:

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

or

Nonprofit meets eligibility requirements for nonprofit pool and points. FALSE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Owner

Name: NHT Communities

Contact Person: Kevin White

Street Address: 1101 Connecticut Avenue NW, Suite 700

City: Washington State: DC Zip: 20036

Phone: ##### Contact Email: kwhite@nhtinc.org

G. NONPROFIT INVOLVEMENT

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

Specify the nonprofit entity's percentage ownership of the general partnership 55.0%

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

A. TRUE

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

Action: Provide Option or Right of First Refusal in recordable form using Virginia Housing's template. (TAB V)
Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit: NHT Communities

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

Name of Local Housing Authority

B. FALSE

A qualified nonprofit or local housing authority submits a homeownership plan committing to sell the units in the development after the mandatory 15-year compliance period to tenants whose incomes shall not exceed the applicable income limit at the time of their initial occupancy.

Action: Provide Homeownership Plan (TAB N) and contact Virginia Housing for a Pre-App

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

H. STRUCTURE AND UNITS INFORMATION

General Information

a. Total number of all units in development	147	bedrooms	308
Total number of rental units in development	146	bedrooms	306
Number of low-income rental units	146	bedrooms	308
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	0	bedrooms	0
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	146	bedrooms	306
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.....			141,801.00 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			8,722.00 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			133,079.00 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space .			0.00%
i. Exact area of site in acres	9.230		
j. Locality has approved a final site plan or plan of development.....			FALSE
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development.			
ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....			FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

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	705.82	SF	24	24
2BR Garden	911.65	SF	11	11
3BR Garden	1071.49	SF	8	8
4BR Garden	1201.24	SF	4	4
2+ Story 2BR Townhouse	894.87	SF	77	77
2+ Story 3BR Townhouse	1039.42	SF	22	22
2+ Story 4BR Townhouse	0.00	SF	0	0
			146	146

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

Structures

a. Number of Buildings (containing rental units)..... 17

b. Age of Structure:..... 53 years

c. Maximum Number of stories:..... 2

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

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

i. Row House/Townhouse TRUE v. Detached Single-family FALSE

ii. Garden Apartments TRUE vi. Detached Two-family FALSE

iii. Slab on Grade TRUE vii. Basement TRUE

iv. Crawl space FALSE

h. Development contains an elevator(s). FALSE

If true, # of Elevators. 0

Elevator Type (if known) _____

J. ENHANCEMENTS

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

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

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater. The HERS report should be completed for the whole development and not an individual unit.

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

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

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

REQUIRED:

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

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
- 40.00% b1. Percentage of brick covering the exterior walls.
- 0.00% b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
- FALSE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- FALSE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- FALSE e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- FALSE f. *Not applicable for 2024 Cycles*
- FALSE g. Each unit is provided free individual broadband/high speed internet access.
or
(both access point categories have a minimum upload/download speed per manual.)
- FALSE h. Each unit is provided free individual WiFi access.
- FALSE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
or
- FALSE j. Full bath fans are equipped with a humidistat.
- FALSE k. Cooking surfaces are equipped with fire prevention features as defined in the manual
or
- FALSE l. Cooking surfaces are equipped with fire suppression features as defined in the manual
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
or
- FALSE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE o. All interior doors within units are solid core.
- FALSE p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- 0% r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants) - Provide documentation at **Tab F**.
- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear

J. ENHANCEMENTS

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

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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

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

- | | |
|--------------------------------|--|
| <input type="checkbox"/> FALSE | a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards. |
| <input type="text" value="0"/> | b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

0% of Total Rental Units |

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

If not, please explain:

There are no market-rate units

 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>TRUE</u> | Heat? | <u>FALSE</u> |
| Hot Water? | <u>TRUE</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	0	0	0	0
Air Conditioning	0	0	0	0	0
Cooking	0	0	0	0	0
Lighting	0	76	81	114	115
Hot Water	0	0	0	0	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$76	\$81	\$114	\$115

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.

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

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

FALSE

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

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

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

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

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

FALSE

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

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


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

Special Housing Needs/Leasing Preference:

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

- ####** Elderly (as defined by the United States Fair Housing Act.)
- ####** Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only
- ####** Supportive Housing (as described in the Tax Credit Manual)
- If Supportive Housing is True: Will the supportive housing consist of units designated for tenants that are homeless or at risk of homelessness?

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

L. UNIT DETAILS

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

Note: In order to qualify for any tax credits, a development must meet one of three minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test), (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
147	100.68%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
147	100.68%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
147	100.68%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
147	100.68%	Total

Error: One or both sections not equal to Total Rental Units on Structure tab.
 Error: One or both sections not equal to LI Rental Units on Structure tab.

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

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

c. The development plans to utilize average income testi FALSE

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

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

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

Error: Total Units assigned to each Rent Target does not match Rent Set Asides.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	60% AMI	22		547.00	\$1,650.00	\$36,300
Mix 2	1 BR - 1 Bath	60% AMI	1		573.00	\$1,660.00	\$1,660
Mix 3	1 BR - 1 Bath	60% AMI	1		535.00	\$872.00	\$872
Mix 4	2 BR - 1 Bath	60% AMI	75		733.00	\$1,770.00	\$132,750
Mix 5	2 BR - 1 Bath	60% AMI	2		873.00	\$1,830.00	\$3,660
Mix 6	2 BR - 1 Bath	60% AMI	6		783.00	\$1,790.00	\$10,740
Mix 7	2 BR - 1 Bath	60% AMI	5		712.00	\$1,760.00	\$8,800
Mix 8	3 BR - 1.5 Bath	60% AMI	12		888.00	\$2,050.00	\$24,600
Mix 9	3 BR - 1.5 Bath	60% AMI	10		873.00	\$2,040.00	\$20,400

L. UNIT DETAILS

Mix 10	3 BR - 2 Bath	60% AMI	6	933.00	\$2,090.00	\$12,540
Mix 11	3 BR - 1 Bath	60% AMI	2	854.00	\$2,020.00	\$4,040
Mix 12	4 BR - 2 Bath	60% AMI	4	1043.00	\$2,200.00	\$8,800
Mix 13						\$0
Mix 14						\$0
Mix 15						\$0
Mix 16						\$0
Mix 17						\$0
Mix 18						\$0
Mix 19						\$0
Mix 20						\$0
Mix 21						\$0
Mix 22						\$0
Mix 23						\$0
Mix 24						\$0
Mix 25						\$0
Mix 26						\$0
Mix 27						\$0
Mix 28						\$0
Mix 29						\$0
Mix 30						\$0
Mix 31						\$0
Mix 32						\$0
Mix 33						\$0
Mix 34						\$0
Mix 35						\$0
Mix 36						\$0
Mix 37						\$0
Mix 38						\$0
Mix 39						\$0
Mix 40						\$0
Mix 41						\$0
Mix 42						\$0
Mix 43						\$0
Mix 44						\$0
Mix 45						\$0
Mix 46						\$0
Mix 47						\$0
Mix 48						\$0
Mix 49						\$0
Mix 50						\$0
Mix 51						\$0
Mix 52						\$0
Mix 53						\$0
Mix 54						\$0
Mix 55						\$0
Mix 56						\$0
Mix 57						\$0
Mix 58						\$0
Mix 59						\$0
Mix 60						\$0
Mix 61						\$0
Mix 62						\$0
Mix 63						\$0
Mix 64						\$0
Mix 65						\$0

L. UNIT DETAILS

Mix 66									\$0
Mix 67									\$0
Mix 68									\$0
Mix 69									\$0
Mix 70									\$0
Mix 71									\$0
Mix 72									\$0
Mix 73									\$0
Mix 74									\$0
Mix 75									\$0
Mix 76									\$0
Mix 77									\$0
Mix 78									\$0
Mix 79									\$0
Mix 80									\$0
Mix 81									\$0
Mix 82									\$0
Mix 83									\$0
Mix 84									\$0
Mix 85									\$0
Mix 86									\$0
Mix 87									\$0
Mix 88									\$0
Mix 89									\$0
Mix 90									\$0
Mix 91									\$0
Mix 92									\$0
Mix 93									\$0
Mix 94									\$0
Mix 95									\$0
Mix 96									\$0
Mix 97									\$0
Mix 98									\$0
Mix 99									\$0
Mix 100									\$0
TOTALS			146	0					\$265,162

Total	146	Net Rentable SF: TC Units	108,985.00
Units		MKT Units	0.00
		Total NR SF:	108,985.00

Floor Space Fraction (to 7 decimals) 100.00000%

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing		\$4,608
2. Office Salaries		\$218,800
3. Office Supplies		\$7,632
4. Office/Model Apartment	(type _____)	\$0
5. Management Fee		\$144,645
<u>4.74%</u> of EGI	<u>\$990.72</u> Per Unit	
6. Manager Salaries		\$0
7. Staff Unit (s)	(type _____)	\$0
8. Legal		\$900
9. Auditing		\$17,000
## Bookkeeping/Accounting Fees		\$0
## Telephone & Answering Service		\$13,188
## Tax Credit Monitoring Fee		\$6,615
## Miscellaneous Administrative		\$29,353
Total Administrative		\$442,741

Utilities

## Fuel Oil		\$0
## Electricity		\$41,745
## Water		\$125,126
## Gas		\$0
## Sewer		\$0
Total Utility		\$166,871

Operating:

## Janitor/Cleaning Payroll		\$0
## Janitor/Cleaning Supplies		\$0
## Janitor/Cleaning Contract		\$0
## Exterminating		\$6,240
## Trash Removal		\$30,138
## Security Payroll/Contract		\$10,588
## Grounds Payroll		\$0
## Grounds Supplies		\$0
## Grounds Contract		\$24,996
## Maintenance/Repairs Payroll		\$194,756
## Repairs/Material		\$0
## Repairs Contract		\$119,912
## Elevator Maintenance/Contract		\$0
## Heating/Cooling Repairs & Maintenance		\$0
## Pool Maintenance/Contract/Staff		\$0
## Snow Removal		\$0
## Decorating/Payroll/Contract		\$23,400
## Decorating Supplies		\$0
## Miscellaneous		\$6,800
Totals Operating & Maintenance		\$416,830

M. OPERATING EXPENSES

Taxes & Insurance			
##	Real Estate Taxes		\$101,862
##	Payroll Taxes		\$29,197
##	Miscellaneous Taxes/Licenses/Permits		\$7,700
##	Property & Liability Insurance	\$1,778 per unit	\$261,363
##	Fidelity Bond		\$0
##	Workman's Compensation		\$4,559
##	Health Insurance & Employee Benefits		\$25,470
##	Other Insurance		\$0
	Total Taxes & Insurance		\$430,151
	Total Operating Expense		\$1,456,593

Total Operating Expenses Per Unit	\$9,909	C. Total Operating Expenses as % of	47.70%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Min **\$51,450**)

Total Expenses	\$1,508,043
-----------------------	--------------------

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	12/7/22	Carrie Fischer
b. Site Acquisition	10/30/24	Carrie Fischer
c. Zoning Approval	N/A	Rehab
d. Site Plan Approval	9/1/24	Chuck Hawley
2. Financing		
a. Construction Loan		
i. Loan Application	5/1/24	Paul Browne
ii. Conditional Commitment	6/14/24	Paul Browne
iii. Firm Commitment	8/15/24	Paul Browne
b. Permanent Loan - First Lien		
i. Loan Application	5/1/24	Paul Browne
ii. Conditional Commitment	6/14/24	Paul Browne
iii. Firm Commitment	8/15/24	Paul Browne
c. Permanent Loan-Second Lien		
i. Loan Application	4/15/24	Carrie Fischer
ii. Conditional Commitment	7/31/24	Carrie Fischer
iii. Firm Commitment	10/15/24	Carrie Fischer
d. Other Loans & Grants		
i. Type & Source, List	GRRP	Carrie Fischer
ii. Application	10/31/23	Carrie Fischer
iii. Award/Commitment	12/15/23	Carrie Fischer
2. Formation of Owner	12/7/22	Kevin White
3. IRS Approval of Nonprofit Status	11/3/03	Michael Bodaken
4. Closing and Transfer of Property to Owner	10/30/24	Carrie Fischer
5. Plans and Specifications, Working Drawings	5/15/24	Chuck Hawley
6. Building Permit Issued by Local Government	10/15/24	Ken Rehfuss
7. Start Construction	11/1/24	Ken Rehfuss
8. Begin Lease-up	3/1/25	Destiny Pardo
9. Complete Construction	10/31/26	Ken Rehfuss
10. Complete Lease-Up	12/1/26	Destiny Pardo
11. Credit Placed in Service Date	12/31/26	Carrie Fischer

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

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

Complete cost column and basis column(s) as appropriate

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

<u>Must Use Whole Numbers Only!</u>		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
Item	(A) Cost	"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	20,825,802	0	20,825,802	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	20,825,802	0	20,825,802	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	1,792,125	0	1,433,700	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	1,792,125	0	1,433,700	0
Total Structure and Land	22,617,927	0	22,259,502	0
r. General Requirements	1,311,466	0	1,311,466	0
s. Builder's Overhead (2.1% Contract)	485,935	0	485,935	0
t. Builder's Profit (5.4% Contract)	1,214,837	0	1,214,837	0
u. Bonds	367,350	0	367,350	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <u>Submetering</u>	60,000	0	60,000	0
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0

Contractor Costs	\$26,057,515	\$0	\$25,699,090	\$0
-------------------------	--------------	-----	--------------	-----

Construction cost per unit: \$177,262.01

MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$3,166,510

ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$3,012,238

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!	(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"
Item				
2. Owner Costs				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$4,036 /Unit)	593,350	0	593,350	0
c. Architecture Supervision Fee \$1,020 /Unit)	150,000	0	150,000	0
d. Tap Fees	0	0	0	0
e. Environmental	38,255	0	38,255	0
f. Soil Borings	4,420	0	4,420	0
g. Green Building (Earthcraft, LEED, etc.)	70,000	0	70,000	0
h. Appraisal	20,000	0	17,970	0
i. Market Study	10,000	0	0	0
j. Site Engineering / Survey	21,400	0	21,400	0
k. Construction/Development Mgt	355,277	0	355,277	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	40,000	0	40,000	0
n. Construction Interest (0.0% fo 0 months)	1,759,646	0	225,876	0
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	0	0	0	0
q. Permanent Loan Fee (0.0%)	0			
r. Other Permanent Loan Fees	975,225			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	50,000	0	0	0
v. Title and Recording	227,390	0	0	0
w. Legal Fees for Closing	350,000	0	100,000	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	181,000			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	50,000	0	50,000	0
ab. Organization Costs	10,000			
ac. Operating Reserve	1,449,504			
ad. Contingency	196,710			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
<input type="checkbox"/> ag. Supportive Service Reserves	0			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify Non-financing Soft Costs	105,286	0	104,097	0
(2) Other* specify Construction Cost Reser	1,954,314	0	1,900,920	0
(3) Other* specify Investor Counsel & DD	100,000	0	0	0
(4) Other* specify Other Consultants	94,830	0	19,830	0
(5) Other* specify Asset Management Fee	30,909	0	0	0
(6) Other* specify Capital Needs Assessme	10,000	0	10,000	0
(7) Other* specify Other Acq. Costs	352,094	316,361	0	0
(8) Other* specify	0	0	0	0
(9) Other* specify	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$9,199,610	\$316,361	\$3,701,395	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)	\$35,257,125	\$316,361	\$29,400,485	\$0
3. Developer's Fees	1,000,000	0	1,000,000	0
4. Owner's Acquisition Costs				
Land	5,156,328			
Existing Improvements	24,790,000	24,790,000		
Subtotal 4:	\$29,946,328	\$24,790,000		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$66,203,453	\$25,106,361	\$30,400,485	\$0

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

(Provide documentation at Tab E)	\$0	Land
	\$0	Building

Maximum Developer Fee: \$5,000,000

Proposed Development's Cost per Sq Foot \$256 **Proposed Cost by Sq Ft exceeds limit**
 Applicable Cost Limit by Square Foot: \$253

Proposed Development's Cost per Unit \$246,647 **Meets Limits**
 Applicable Cost Limit per Unit: \$246,756

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	66,203,453	25,106,361	30,400,485	0

2. Reductions in Eligible Basis

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

3. Total Eligible Basis (1 - 2 above)

25,106,361	30,400,485	0
------------	------------	---

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

a. For QCT or DDA (Eligible Basis x 30%)	9,120,146	0
<i>State Designated Basis Boosts:</i>		
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

39,520,631	0
------------	---

5. Applicable Fraction

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

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

25,106,361	39,520,631	0
------------	------------	---

7. Applicable Percentage

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

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

\$1,004,254	\$1,580,825	\$0
-------------	-------------	-----

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

\$2,585,079 Combined 30% & 70% P. V. Credit
--

Q. SOURCES OF FUNDS

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

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	VH Bonds	05/01/24	08/15/24	\$32,880,000	Paul Browne
2.	GRRP Loan	10/31/23	08/30/23	\$8,820,000	Carrie Fischer
3.					
Total Construction Funding:				\$41,700,000	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	VH Tax Exempt Loan	5/1/24	8/15/24	\$18,780,000	\$1,283,796	5.53%	30	30
2.	GRRP Loan	10/31/23	8/30/24	\$8,820,000		2.00%	30	30
3.	Seller Loan	12/6/22	5/1/24	\$12,500,000		4.75%	30	30
4.	ASNH Loans	4/15/24	8/30/24	\$4,100,000		0.00%	30	30
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$44,200,000	\$1,283,796			

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.					
2.					
3.					
4.					
5.					
6.					

Q. SOURCES OF FUNDS

Total Permanent Grants:

\$0

Q. SOURCES OF FUNDS

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.	GRRP Loan		\$8,820,000
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$8,820,000

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	#####
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$700,000
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$700,000
j.	Virginia Housing Trust Fund	\$700,000
k.	Other: HIEE	\$2,000,000
l.	Other:	\$0

Market-Rate Loans

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

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **54.20%**

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

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

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

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

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

c. **FALSE** Other _____

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit			
Amount of Federal historic credits	\$0	x Equity \$	\$0.000 = \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000 = \$0
b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)			
Amount of State HOTC	\$0	x Equity \$	\$0.000 = \$0
c. Equity that Sponsor will Fund:			
i. Cash Investment	\$0		
ii. Contributed Land/Building	\$0		
iii. Deferred Developer Fee	\$30,283	(Note: Deferred Developer Fee cannot be negative.)	
iv. 45L Credit Equity	\$0		
v. Other:	\$0		
ACTION: If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at TAB A .			
Equity Total	<u>\$30,283</u>		

2. Equity Gap Calculation

a. Total Development Cost	\$66,203,453
b. Total of Permanent Funding, Grants and Equity	- <u>\$44,230,283</u>
c. Equity Gap	\$21,973,170
d. Developer Equity	- <u>\$2,200</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$21,970,970

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	▶ NAHT		
Contact Person:		Phone:	
Street Address:			
City:		State:	
		Zip:	
b. Syndication Equity			
i. Anticipated Annual Credits	\$2,585,079.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.850		
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	\$2,584,820		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$21,970,970		
c. Syndication: <u>Private</u>			
d. Investors: <u>Corporate</u>			

4. Net Syndication Amount	<u>\$21,970,970</u>
Which will be used to pay for Total Development Costs	

5. Net Equity Factor	<u>84.9999838176%</u>
Must be equal to or greater than 85%	

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		<u>\$66,203,453</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$44,230,283</u>
3. Equals Equity Gap		<u>\$21,973,170</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>84.9999838176%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$25,850,794</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$2,585,079</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$2,585,079</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$2,585,079</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$17,706.0205</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$8,393.1136</u>	

9. **Action:** Provide Attorney’s Opinion using Virginia Housing template (**Mandatory Tab H**)

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units	\$265,162
Plus Other Income Source (list) _____	\$2,700
Equals Total Monthly Income:	<u>\$267,862</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$3,214,344</u>
Less Vacancy Allowance <u>5.0%</u>	<u>\$160,717</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u><u>\$3,053,627</u></u>

Warning: Documentation must be submitted to support vacancy rate of less than 7%.

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

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

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	<u>\$3,053,627</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$3,053,627</u>
d. Total Expenses	<u>\$1,508,043</u>
e. Net Operating Income	<u>\$1,545,584</u>
f. Total Annual Debt Service	<u>\$1,283,796</u>
g. Cash Flow Available for Distribution	<u>\$261,788</u>

T. CASH FLOW

4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	3,053,627	3,114,699	3,176,993	3,240,533	3,305,344
Less Oper. Expenses	1,508,043	1,553,284	1,599,883	1,647,879	1,697,316
Net Income	1,545,584	1,561,415	1,577,111	1,592,654	1,608,028
Less Debt Service	1,283,796	1,283,796	1,283,796	1,283,796	1,283,796
Cash Flow	261,788	277,619	293,315	308,858	324,232
Debt Coverage Ratio	1.20	1.22	1.23	1.24	1.25

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	3,371,451	3,438,880	3,507,657	3,577,810	3,649,367
Less Oper. Expenses	1,748,235	1,800,682	1,854,703	1,910,344	1,967,654
Net Income	1,623,216	1,638,198	1,652,955	1,667,467	1,681,713
Less Debt Service	1,283,796	1,283,796	1,283,796	1,283,796	1,283,796
Cash Flow	339,420	354,402	369,159	383,671	397,917
Debt Coverage Ratio	1.26	1.28	1.29	1.30	1.31

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	3,722,354	3,796,801	3,872,737	3,950,192	4,029,196
Less Oper. Expenses	2,026,684	2,087,484	2,150,109	2,214,612	2,281,050
Net Income	1,695,670	1,709,317	1,722,628	1,735,580	1,748,145
Less Debt Service	1,283,796	1,283,796	1,283,796	1,283,796	1,283,796
Cash Flow	411,874	425,521	438,832	451,784	464,349
Debt Coverage Ratio	1.32	1.33	1.34	1.35	1.36

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

U. Building-by-Building Information

Must Complete

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

Number of BINS:	17
------------------------	----

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

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

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		5		100 Princess Anne St.	101	Fredericksbur	VA	22401	#####		4.00%	\$54,138	\$ 859,806.00		4.00%	\$34,392				\$0
2.		9		100 Princess Anne St.	107	Fredericksbur	VA	22401	\$2,436,203		4.00%	\$97,448	\$1,547,652		4.00%	\$61,906				\$0
3.		9		100 Princess Anne St.	116	Fredericksbur	VA	22401	\$2,436,203		4.00%	\$97,448	\$1,547,652		4.00%	\$61,906				\$0
4.		8		100 Princess Anne St.	125	Fredericksbur	VA	22401	\$2,165,514		4.00%	\$86,621	\$1,375,691		4.00%	\$55,028				\$0
5.		8		100 Princess Anne St.	201	Fredericksbur	VA	22401	\$2,165,514		4.00%	\$86,621	\$1,375,691		4.00%	\$55,028				\$0
6.		8		100 Princess Anne St.	209	Fredericksbur	VA	22401	\$2,165,514		4.00%	\$86,621	\$1,375,691		4.00%	\$55,028				\$0
7.		8		100 Princess Anne St.	217	Fredericksbur	VA	22401	\$2,165,514		4.00%	\$86,621	\$1,375,691		4.00%	\$55,028				\$0
8.		8		100 Princess Anne St.	225	Fredericksbur	VA	22401	\$2,165,514		4.00%	\$86,621	\$1,375,691		4.00%	\$55,028				\$0
9.		8		100 Princess Anne St.	301	Fredericksbur	VA	22401	\$2,165,514		4.00%	\$86,621	\$1,375,691		4.00%	\$55,028				\$0
10.		11		100 Princess Anne St.	309	Fredericksbur	VA	22401	\$2,977,581		4.00%	\$119,103	\$1,891,575		4.00%	\$75,663				\$0
11.		10		100 Princess Anne St.	320	Fredericksbur	VA	22401	\$2,706,892		4.00%	\$108,276	\$1,719,613		4.00%	\$68,785				\$0
12.		8		100 Princess Anne St.	401	Fredericksbur	VA	22401	\$2,165,514		4.00%	\$86,621	\$1,375,691		4.00%	\$55,028				\$0
13.		8		100 Princess Anne St.	409	Fredericksbur	VA	22401	\$2,165,514		4.00%	\$86,621	\$1,375,691		4.00%	\$55,028				\$0
14.		8		100 Princess Anne St.	417	Fredericksbur	VA	22401	\$2,165,514		4.00%	\$86,621	\$1,375,691		4.00%	\$55,028				\$0
15.		10		100 Princess Anne St.	501	Fredericksbur	VA	22401	\$2,706,892		4.00%	\$108,276	\$1,719,613		4.00%	\$68,785				\$0
16.		10		100 Princess Anne St.	511	Fredericksbur	VA	22401	\$2,706,892		4.00%	\$108,276	\$1,719,613		4.00%	\$68,785				\$0
17.		10		100 Princess Anne St.	521	Fredericksbur	VA	22401	\$2,706,896		4.00%	\$108,276	\$1,719,618		4.00%	\$68,785				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0

146 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

#####

#####

\$0

\$0

\$1,580,825

\$1,004,254

\$0

Qualified basis should not exceed values on Elig Basis.

Number of BINS:	17
------------------------	----

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner Fredericksburg Preservation
Partners LLC

By: [Signature]
Its: Manager
(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:	Charles R Hawley
Virginia License#:	0401017672
Architecture Firm or Company:	Studio 343

By: 

Its: Principal
(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	N	0 to 10	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	N	0 or 15	0.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			0.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	N	0 or up to 5	0.00
b. Existing RD, HUD Section 8 or 236 program	Y	0 or 20	20.00
c. Subsidized funding commitments	13.32%	Up to 40	26.65
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	10%	0, 20, 25 or 30	25.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
Total:			71.65

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			23.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 50	0.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	N	0 or 15	0.00
e. Provides telephonic or virtual health services	N	0 or 15	0.00
f. Proximity to public transportation	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	0%	Up to 15	0.00
i. Developments with less than 100 low income units	N	up to 20	0.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			43.00

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$152,100	\$73,800

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	23.29%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60%	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			30.00

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.00
c. Developer experience - uncorrected life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			15.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	89.00
b. Cost per unit		Up to 100	0.08
Total:			89.08

7. BONUS POINTS:

a. Extended Use Restriction	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00

d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	<u>0.00</u>
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	<u>0.00</u>
f. Team member with Diversity, Equity and Inclusion Designation	N	0 or 5	<u>0.00</u>
g. Commitment to electronic payment of fees	Y	0 or 5	<u>5.00</u>
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	<u>0.00</u>

Total: 65.00

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

TOTAL SCORE: 313.73

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance material	40	16.00
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	0.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	0.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	0.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>23.00</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>23.00</u>

X. Development Summary

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

Deal Name: Hazel Hill Apartments

Cycle Type: 4% Tax Exempt Bonds Credits Requested Credit Amount: \$2,585,079
 Allocation Type: 0 Jurisdiction: Fredericksburg City
 Total Units: 146 Population Target: General
 Total LI Units: 146
 Project Gross Sq Ft: 141,801.00 Owner Contact: Kevin White
 Green Certified? TRUE

Total Score
313.73

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$44,200,000	\$302,740	\$312	\$1,283,796
Grants	\$0	\$0		
Subsidized Funding	\$8,820,000	\$60,411		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$22,617,927	\$154,917	\$160	34.16%
General Req/Overhead/Profit	\$3,012,238	\$20,632	\$21	4.55%
Other Contract Costs	\$427,350	\$2,927	\$3	0.65%
Owner Costs	\$9,199,610	\$63,011	\$65	13.90%
Acquisition	\$29,946,328	\$205,112	\$211	45.23%
Developer Fee	\$1,000,000	\$6,849	\$7	1.51%
Total Uses	\$66,203,453	\$453,448		

Total Development Costs	
Total Improvements	\$35,257,125
Land Acquisition	\$29,946,328
Developer Fee	\$1,000,000
Total Development Costs	\$66,203,453

Proposed Cost Limit/Sq Ft: \$256
 Applicable Cost Limit/Sq Ft: \$253
 Proposed Cost Limit/Unit: \$246,647
 Applicable Cost Limit/Unit: \$246,756

Income		
Gross Potential Income - LI Units	\$3,214,344	
Gross Potential Income - Mkt Unit:	\$0	
Subtotal	\$3,214,344	
Less Vacancy %	5.00%	\$160,717
Effective Gross Income		\$3,053,627

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	24
# of 2BR	88
# of 3BR	30
# of 4+ BR	4
Total Units	146

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$442,741	\$3,032
Utilities	\$166,871	\$1,143
Operating & Maintenance	\$416,830	\$2,855
Taxes & Insurance	\$430,151	\$2,946
Total Operating Expenses	\$1,456,593	\$9,977
Replacement Reserves	\$51,450	\$352
Total Expenses	\$1,508,043	\$10,329

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	147	147
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$3,053,627
Total Expenses	\$1,508,043
Net Income	\$1,545,584
Debt Service	\$1,283,796
Debt Coverage Ratio (YR1):	1.20

Income Averaging? FALSE

Extended Use Restriction? 30

Y. Efficient Use of Resources

Credit Points for 9% Credits:

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

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

Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

Combined Max	\$2,585,079
Credit Requested	\$2,585,079
% of Savings	0.00%
Sliding Scale Points	89

Cost Points:

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

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

Total Costs Less Acquisition	\$36,257,125
Total Square Feet	141,801.00
Proposed Cost per SqFt	\$255.69
Applicable Cost Limit per Sq I	\$253.00
% of Savings	-1.06%
Total Units	147
Proposed Cost per Unit	\$246,647
Applicable Cost Limit per Uni	\$246,756
% of Savings	0.04%
Max % of Savings	0.04%
Sliding Scale Points	0.08



Tab A:

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

Fredericksburg Preservation Partners LLC
Operating Agreement

Fredericksburg Preservation Manager LLC, a Virginia limited liability company (the “**Sole Member**”) hereby adopts this Operating Agreement of Fredericksburg Preservation Partners LLC (the “**Company**”) as of December 7, 2022.

Agreement:

- 1. Formation and Qualification.** The Sole Member hereby authorizes and ratifies formation of the Company under the Virginia Limited Liability Company Act (the “**Act**”) and the execution and filing of Articles of Organization (the “**Articles**”) with the Commonwealth of Virginia State Corporation Commission by Kevin White as Organizer.
- 2. General Character of Business.** The Company has been organized to engage in any and all activities as the Company may lawfully undertake under the Act and any other applicable laws.
- 3. Separateness.** The Company must conduct its business and operations in its own name and must maintain books and records and bank accounts separate from those of any other person.
- 4. Members.** The Sole Member is the sole member of the Company.
- 5. Management.** The Company is manager-managed. The Company’s sole manager will be the Sole Member (the “**Manager**”), which will exercise full and exclusive control over the affairs of the Company. The Manager may appoint officers and agents for the Company and give them such titles and powers as the Manager may choose. Any action taken by the Manager in the name of the Company, and any action taken by an officer of the Company in the name of the Company and with the consent of the Manager, is an action of the Company.
- 6. Allocation of Profit and Loss.** All profits and losses of the Company (and items of income, deduction, gain, or loss) will be allocated 100% to the Sole Member.
- 7. Distributions.** All distributions with respect to a Member’s interest in the Company will be made 100% to the Sole Member.
- 8. Capital Contribution.** The capital contribution of the Sole Member to the Company is \$100.
- 9. No Withdrawal Right.** The Sole Member has no right to withdraw from the Company.
- 10. Dissolution.** The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company’s property and the Company’s receipt of all or substantially all of the proceeds thereof, (ii) the determination of the Sole Member to dissolve, or (iii) the end of the term, if any, set forth in the Articles.

11. No Liability of Member, Manager and Officers. No member, manager or officer will be liable as such for the Company's liabilities, debts or obligations. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this agreement will not be grounds for imposing personal liability on the Sole Member or any manager or officer.

12. Indemnification. The Company will indemnify the Sole Member, the Manager and every officer of the Company for all costs, losses, liabilities and damages paid by such person in connection with the Company's business, to the fullest extent provided or allowed by law.

13. Amendment. This operating agreement may be amended only by written instrument executed by the Sole Member and indicating an express intention to amend this instrument.

[signature page follows]

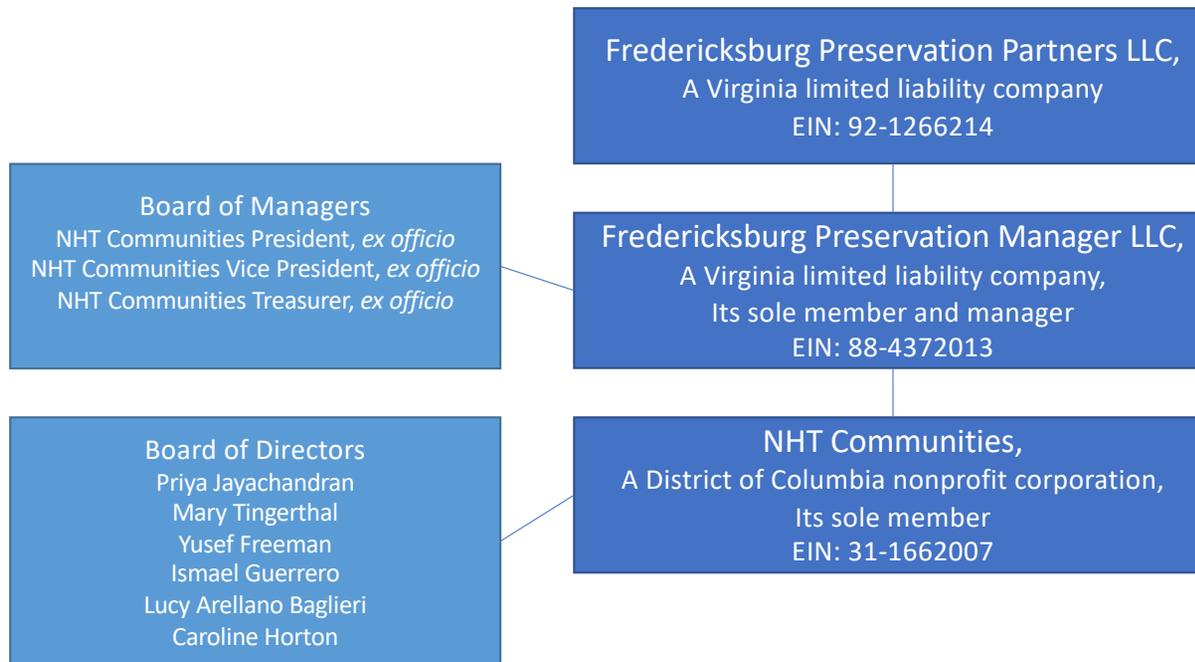
IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement of Fredericksburg Preservation Partners LLC, under seal as of the date first written above.

SOLE MEMBER:

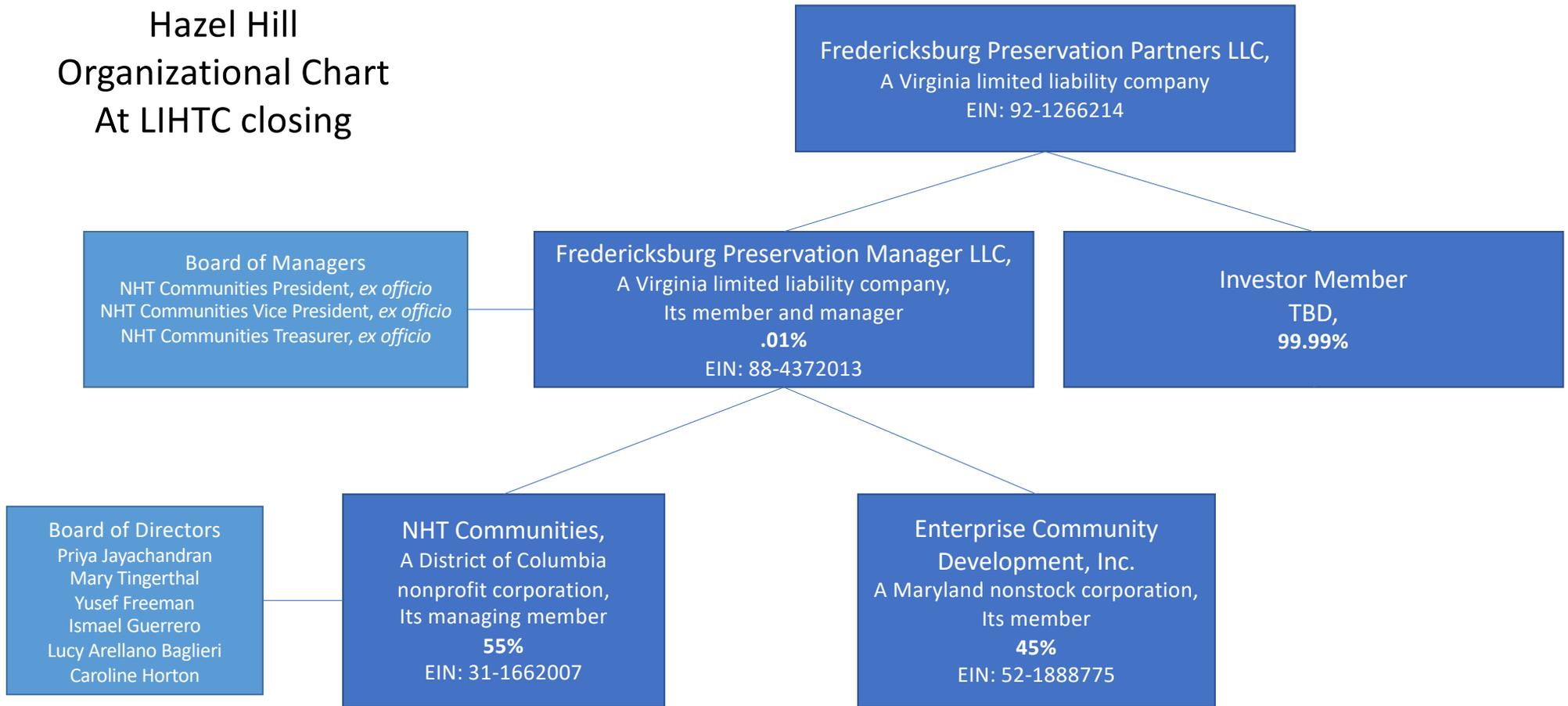
FREDERICKSBURG PRESERVATION MANAGER LLC,
a Virginia limited liability company

By: 
Name: Kevin B. W. White
Title: Manager

Hazel Hill Organizational Chart Initial Structure



Hazel Hill Organizational Chart At LIHTC closing



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, December 7, 2022

This is to certify that the certificate of organization of

Fredericksburg Preservation Partners LLC

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

Effective date: December 7, 2022



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, appearing to read "Bernard J. St. John".

Clerk of the Commission

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, DECEMBER 7, 2022

The State Corporation Commission has found the accompanying articles of organization submitted on behalf of

Fredericksburg Preservation Partners LLC

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective December 7, 2022.

The limited liability company is granted the authority conferred on it by law in accordance with the articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, reading "Judith Williams Jagdmann". The signature is written in a cursive style with a large initial "J" and "W".

Judith Williams Jagdmann
Commissioner

Limited Liability Company - Articles of Organization

Entity Information

Entity Name: Fredericksburg Preservation Partners LLC Entity Type: Limited Liability Company

Business Type

Industry Code: 0 - General

Duration

Perpetual(forever)

Registered Agent Information

RA Type: Entity

Locality: CHESTERFIELD COUNTY

RA Qualification: N/A

Name: COGENCY GLOBAL INC.

Email Address: N/A

The company's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is:

Registered Office Address: 250 Browns Hill Ct,
MIDLOTHIAN, VA, 23114 -
9510, USA

Contact Number: N/A

Principal Office Address

Address: 1101 30th St NW Ste 100A, Washington, DC, 20007, USA

Principal Information

Management Structure: Manager-Managed

Signature Information

Date Signed: 12/07/2022

Executed in the name of the limited liability company by:

Printed Name	Signature	Title
Kevin B.W. White	Kevin B.W. White	Organizer

Tab C:

Principal's Previous Participation Certification
(MANDATORY)



Previous Participation Certification & Schedule A Instructions

Previous Participation Certification Instructions:

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- 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 or operating 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.

Schedule A Instructions:

- List each Principal of the General Partner or Managing Member of the Owner that is a joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity. List all individual Principals with an ownership interest in any entity within the direct chain of Principals maintaining managerial control over the General Partner or Managing Member of the Owner, except as follows:
- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 100 individual members, list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
- For Principals organized as a trust, list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.

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 contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.



Previous Participation Certification

Development Name: Hazel Hill Redevelopment

Name of Applicant (entity): Fredericksburg Preservation Partners LLC

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

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

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

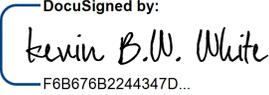
Accordingly, I **hereby certify the following:**

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

5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
7. None of the Participants has been convicted of a felony and is not presently the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less.
8. None of the Participants has been suspended, debarred, or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
9. None of the Participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the Participants is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
11. None of the Participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the Participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the Participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
14. None of the Participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the Participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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

Signature  DocuSigned by:
Kevin B.W. White
F6B676B2244347D...

Printed Name Kevin B.W. White

Date (no more than 30 days prior to submission of the Application) 7/3/2024

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: HAZEL HILL APARTMENTS
 Name of Applicant: Fredericksburg Preservation Partners LLC

INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name:		NHT COMMUNITIES	Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*	Y	Y or N			
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.?(Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N)	Explain "Y"
1 Galen Terrace/Washington DC	Galen Terrace, L.P. 202-333-8931	Y	147	147	3/3/06	10/2/07	N	
2 R Street Apartments/Washington DC	R Street Preservation Partners, L.P.202-333-8931	Y	130	130	9/28/07	9/21/09	N	
3 Skyview Apartments/Scranton PA	Greatview Development Limited Partnership 954-566-7450	N	188	188	3/12/08	11/6/09	N	
4 Mountain View Towers/Cumberland MD	Cumberland Housing Preservation Partners, L.P.619-543-4200	N	114	114	2/25/10	6/25/12	N	
5 Buckingham Gardens (Parcel A)/Arlington VA	Buckingham Gardens (Parcel A)/Arlington VA Buckingham Village Limited Partnership 202-333-8447	N	92	92	4/21/11	1/29/13	N	
6 St. Dennis/Washington DC	NHTE St. Dennis LP 202-333-8931	Y	32	32	10/1/11	1/30/12	Y	
7 Z Poppleton II	Poppleton Partners II, L.P.	Y	111	111	5/1/11	2/3/14	N	
8 Apartments/Baltimore MD	202-333-8931							
9 Pullman Wheelworks/Chicago IL	104th Street Limited Partnership 312-447-4500	N	210	210	12/21/11	9/30/14	N	
10 9 Monsenor Romero/Washington DC	3145 Mount Pleasant Street L.P. 202-333-8931	Y	63	63	11/12/14	6/12/15	N	
11 Buckingham Village (Parcel B)/Arlington VA	BV3 Parcel B Limited Partnership 202-333-8447	N	48	48	2/25/15	3/17/16	N	
12 Laurelwood Place Apartments/Bridgeport CT	Laurelwood Housing Associates Limited Partnership 207-774-5101	N	102	102	3/17/15	5/25/16	N	
13 12 Castlewood Apartments/Davenport IA	Davenport MAHC LLLP 202-333-8932	Y	96	96	12/8/16	2/20/18	N	
14 13 Courtyard Senior Apartments/Cincinnati OH	Cincinnati NHTE Housing, L.P. 202-333-8931	Y	137	137	11/7/17	6/18/18	N	
15 Phoenix House/Atlanta GA	Phoenix Nimbus, LP 202-333-8931	Y	69	69	10/27/17	8/16/18	N	
16 Riverview Apartments/Chatanooga TN	Riverview Housing Associates, LP 207-774-5101	Y	161	161	10/1/18	1/9/19	N	
17 Sarah's Circle / Washington DC	Sarah's Circle Renewal LLC 202-332-1400	N	49	49	12/11/18	11/12/19	N	
18 17 Faxon / W Hartford CT	Faxon LLC 202-333-8931	Y	67	53	2/28/20	6/14/22	N	
19 Mass Place / Washington DC	Mass Place Apartments LLC 202-333-8931	Y	160	160	10/1/20	3/17/23	N	
20 Savannah Apartments / Washington DC	New Savannah Preservation Partners LLC 202-333-8931	Y	65	65	3/30/21		N	
21 Liberty Place / Washington DC	Liberty Place Apartments LLC 202-333-8931	Y	71	71	1/15/22		N	
22 Refinery / Abbeville SC	Refinery Apartments LLC 202-333-8931	Y	60	60	2/28/22		N	
23 22 540 New Park / W Hartford CT	Five Fourty New Park LLC	N	52	41	12/23/22	7/19/23	N	
24 23 Villages of East River / Washington DC	VER Preservation Partners LLC 202-333-8931	Y	202	202	2/27/23		N	

2,426 2,401

LIHTC as % of Total Units
99%

List of LIHTC Developments (Schedule A)



Development Name Hazel Hill
 Name of Applicant: Fredericksburg Preservation Partners LLC

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2008 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Enterprise Community Development, Inc. Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
 Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"	
1	Admiral Oaks, Annapolis, MD	Captains Circle LLC 202.895.8900	Y	159	159	12/31/2010	12/20/2011	N
2	Baker School Apartments, Richmond, VA	Baker School LLC	Y	50	50	10/13/2021	11/29/2022	N
3	Bladensburg Commons, Bladensburg, MD	Bladensburg Commons LLLP	Y	100	91	2/28/2017	5/4/2018	N
4	Highland Park Senior Apartments, Richmond, VA	Highland Park Senior Housing LLC 202.895.8900	Y	77	77	12/19/2016	1/30/2018	N
5	Buckman Road Apartments, Alexandria, VA	Buckman Road Development LLC 202.895.8900	Y	204	146	8/9/2010	8/20/2012	N
6	Cambridge Commons, Cambridge, MD	Cambridge Commons LLLP	Y	96	96	7/15/2009	12/9/2011	N
7	Cherrydale Apartments, Baltimore, MD	Cherrydale Limited Partnership	Y	186	186	5/28/2008	6/18/2010	N
8	Cove Point II, Dundalk, MD	Cove Point Apartments II Limited Partnership	Y	48	48	12/22/2006	5/19/2009	N
9	Edgewood Terrace IV, Washington DC	Edgewood IV Limited Partnership 202.895.8900	Y	258	129	5/1/2002	5/11/2014	N
10	Ednor Apartments II, Baltimore, MD	Ednor Apartments II Limited Partnership	Y	85	81	9/14/2008	12/20/2009	N
11	Essex House, Takoma Park, MD	Essex House LLC 202.895.8900	Y	135	125	5/28/2015	1/9/2017	N
12	Evergreen Senior Apartments, Essex, MD	Evergreen Senior Apartments Limited Partnership	Y	81	81	12/2/2009	5/3/2011	N
13	Fort Stevens	Fort Stevens LLC 202.895.8900	Y	59	59	12/12/2018	10/16/2019	N
14	Greens at English Consul, Lansdowne, MD	Greens at English Consul Limited Partnership	Y	90	90	2/28/2014	9/18/2015	N
15	Greens at Hammonds Lane, Baltimore, MD	Greens at Hammonds Limited Partnership	Y	90	90	7/27/2011	8/30/2012	N
16	Greens at Irvington Mews, Baltimore, MD	Greens at Irvington Mews Limited Partnership	Y	100	100	12/20/2012	10/17/2013	N
17	Greens at Liberty Road, Randallstown, MD	Greens at Liberty Limited Partnership	Y	105	105	12/29/2010	7/28/2012	N
18	Greens at Logan Field, Dundalk, MD	Greens at Logan Field Limited Partnership	Y	102	102	3/24/2014	9/28/2015	N
19	Greens at Rolling Road, Catonsville, MD	Rolling Road Senior Apartments Limited Partnership	Y	83	83	5/29/2009	11/2/2010	N
20	Hollins House, Baltimore, MD	Hollins House LLC 202.895.8900	Y	130	130	5/31/2017	3/20/2018	N
21	Jackson Ward Multifamily	Jackson Ward LLC 202.895.8900	Y	82	39	6/15/2020	7/2/2020	N
22	Jackson Ward Senior Apartments	Jackson Ward Senior LLC 202.895.8900	Y	72	72	11/22/2019	8/14/2020	N
23	Mayfair Mansions, Washington, DC	Mayfair Mansions Limited Partnership	Y	410	410	9/30/2009	12/2/2010	N
24	Suburbia Fairfax, Fairfax, VA	Suburbia Fairfax Development LLC 202.895.8900	Y	54	54	12/16/2010	5/20/2013	N
25	The Larkspur, Arlington, VA	Howard Manor Limited Liability Corporation 202.895.8900	Y	76	69	7/29/2011	10/23/2014	N
26	The Overlook at Oxon Run, Washington, DC	Parkside Terrace Development Limited Liability Corporation 202.895.8900	Y	316	316	7/1/2009	12/2/2010	N
27	Wheeler Terrace, Washington, DC	Wheeler Terrace Development Limited Partnership 202.895.8900	Y	116	116	12/31/2009	5/27/2011	N
28	Harper House, Columbia, MD	Harper House Limited Partnership, (410) 730-3430	Y	100	99	11/29/2011	12/20/2012	N
29	Heritage Crossing II, Baltimore, MD	Heritage Crossing II Limited Partnership, (410) 669-0330	Y	75	75	9/18/2019	9/3/2020	N
30	Highland Commons, Aberdeen, MD	Aberdeen Commons, LLLP, (410) 272-1111	Y	120	120	12/29/2006	1/13/2009	N
31	Hollins Station, Lansdowne, MD	Hollins Station Limited Partnership, (443) 333-4115	Y	48	48	8/7/2015	8/1/2016	N
32	Metro Heights at Mondawmin, Baltimore, MD	Metro Heights Limited Partnership, (443) 563-2732	Y	70	63	9/18/2018	7/17/2019	N
33	Park View at Snowden River 2, Columbia, MD	RF Snowden River, LLC2, (410) 290-0384	Y	100	100	10/7/2022	2024 (expected)	N
34	Mulberry at Park, Baltimore, MD	Mulberry at Park Limited Partnership, (410) 727-5500	Y	68	68	10/31/2016	4/26/2018	N
35	Park View at Ashland Terrace, Baltimore, MD	Ashland Park View LLLP, (410) 276-4440	Y	74	74	9/27/2007	1/29/2010	N
36	Park View at Bladensburg, Bladensburg, MD	Bladensburg LLLP, (301) 699-9785	Y	102	102	11/15/2012	5/13/2015	N
37	Park View at Catonsville, Catonsville, MD	Catonsville LLLP, (410) 719-2464	Y	101	101	12/20/2007	10/1/2012	N
38	Park View at Colonial Landina, Elkrigde, MD	Colonial LLLP, (410) 796-4399	Y	100	100	4/10/2013	8/12/2015	N
39	Park View at Columbia, Columbia, MD	Columbia LLLP, (410) 381-1118	Y	104	104	6/21/2011	7/1/2013	N
40	Park View at Ellicott City, Ellicott City, MD	Ellicott LLLP, (410) 203-9501	Y	81	81	2015*	2024 (expected)	N

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found?
41	Park View at Emerson, Laurel, MD	Emerson LLLP, (301) 483-3653	Y	80	80	12/23/2008	8/25/2010	N
42	Park View at Fullerton, Baltimore, MD	Fullerton LLLP, (410) 663-0665	Y	90	90	12/1/2011	12/11/2013	N
43	Park View at Laurel I, Laurel, MD	Laurell LLLP, (301) 490-1526	Y	153	153	9/16/2011	2/22/2013	N
44	Park View at Laurel II, Laurel, MD	Laurel II LLLP, (301) 490-9730	Y	105	105	7/7/2014	9/8/2015	N
45	Park View at Randallstown, Randallstown, MD	Randallstown LLLP, (410) 655-5673	Y	103	103	2/24/2011	9/12/2012	N
46	Park View at Rosedale, Rosedale, MD	Rosedale LLLP, (410) 866-1886	Y	109	109	2/24/2011	12/11/2013	N
47	Park View at Severna Park, Severna Park, MD	Severna Park LLLP, (410) 544-3411	Y	103	103	1/18/2011	10/18/2013	N
48	Park View at Towson, Towson, MD	Timothy House LLLP, (410) 828-7185	Y	112	112	6/30/2007	1/29/2010	N
49	Red Run Station, Owings Mills, MD	Red Run Station Limited Partnership, (443) 660-7449	Y	72	64	9/3/2019	7/7/2020	N
50	Reserve at Somerset Commons, Princess Anne, MD	Somerset Reserve LLLP, (410) 621-5635	Y	75	75	4/25/2016	3/8/2017	N
51	Reserve at Somerset Commons II, Princess Anne, MD	Somerset Reserve Two LP, (410) 621-5635	Y	54	48	11/20/2020 / 12/3/2020	2/1/2022	N
52	Residences at Highland Commons, Aberdeen, MD	Highland LLLP, (410) 272-1111	Y	22	22	1/31/2013	7/8/2015	N
53	Riverwoods at North East, North East, MD	Riverwoods at North East Limited Partnership, (410) 287-2877	Y	76	76	12/17/2013	8/1/2016	N
54	Scotland Townhomes, Rockville, MD	Scotland Townhomes Limited Partnership, (301) 983-2248	Y	75	49	12/4/2017	8/21/2020	N
55	Sierra Woods, Columbia, MD	Sierra Woods Limited Partnership, (410) 730-2350	Y	158	158	11/24/2009	11/3/2011	N
56	Somerset Commons, Princess Anne, MD	Somerset Commons, (410) 621-0212	Y	60	60	11/10/2010	7/11/2012	N
57	Stevens Forest (fka Forest Ridge Apartments), Columbia, MD	Stevens Forest Limited Partnership, (410) 730-6222	Y	105	104	5/28/2008	6/23/2010	N
58	Taney Village, Frederick, MD	Taney Village Limited Partnership, (301) 663-0929	Y	130	130	5/1/2014	4/24/2017	N
59	The Allendale, Baltimore, MD	Allendale Apartments Limited Partnership, (410) 500-4466	Y	164	164	11/6/2015	1/19/2018	N
60	Westbrook Commons, Salisbury, MD	Salisbury LLLP, (410) 860-1306	Y	96	95	7/28/2007	9/21/2008	N
61	Westminster Overlook (FKA Locust House), Westminster, MD	EHC Westminster LHA, Limited Partnership, (410) 876-7600	Y	98	98	9/1/2014	10/25/2016	N
62	Hickory Ridge, Columbia, MD	RF Hickory Ridge LP, (410) 730-6611	Y	108	108	6/30/2021	2024 (expected)	N
63	Randle Hill, Washington, DC	Randle Hill, (202) 360-4838	Y	195	175	9/27/2019	1/31/2023	N
64	Ashland Commons, Baltimore, MD	Ashland Commons, (410) 276-2364	Y	78	78	11/20/2007	1/16/2009	N
65	Cedar Heights, Washington, DC	Cedar Heights, (202) 889-6061	Y	134	134	8/1/2006	2012	N
66	Ednor Apartments II, Baltimore, MD	Ednor Apartments II, (410) 243-0180	Y	85	81	9/4/2008	12/15/2009	N
67	New Lake Anne House, Reston, VA	New Lake Anne House LP, (571) 901-1319	Y	240	240	4/29/2022	1/20/2023	N
68	Park View at Ellicott City II 2, Ellicott City, MD	RF Ellicott City II, LLC2, (410) 203-2096	Y	91	91	4/27/2023	2024 (expected)	N
69	Park View at Furnace Branch 2, Glen Burnie, MD	RF Furnace Branch, LLC2, (410) 761-4150	Y	101	101	10/7/2022	2024 (expected)	N
70	Park View at Coldspring, Baltimore, MD	RF Coldspring Limited Partnership, (410) 542-4400	Y	99	99	2/4/2020	1/17/2023	N
71	Benet House, Baltimore, MD	Bon Secours Benet House LP, (410) 566-0701	Y	101	101	11/26/2014	9/8/2016	N
72	Legacy at Twin Rivers I	Roslyn Rise Nine, LLC	Y	59	45	2/21/2024	2024 (expected)	N
73	Legacy at Twin Rivers II	Roslyn Rise Four, LLC	Y	94	56	3/25/2024	2024 (expected)	N

List of LIHTC Developments (Schedule A)



Development Name: Hazel Hill
 Name of Applicant: Fredericksburg Preservation Partners LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Fredericksburg Preservation Manager LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
 Principal's Name: Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								

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

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

List of LIHTC Developments (Schedule A)



Development Name: Hazel Hill
 Name of Applicant: Fredericksburg Preservation Partners LLC

INSTRUCTIONS:

1. **A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
2. For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
3. List only tax credit development experience for the past 15 years.
4. Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								

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

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

Tab E:

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

SECOND AMENDED AND RESTATED OPTION TO PURCHASE

This Second Amended and Restated Option to Purchase (this “**Agreement**”), effective as of June 28, 2024 (“**Effective Date**”), is made by and between Fredericksburg Affordable Housing Limited Partnership, a Virginia limited partnership having an address of c/o NHT Communities, 1101 Connecticut Ave, NW, Suite 700, Washington, DC 20036 (“**Seller**”), and Fredericksburg Preservation Partners LLC, a Virginia limited liability company, having an address of c/o NHT Communities, 1101 Connecticut Ave, NW, Suite 700, Washington, DC 20036 (“**Purchaser**”).

RECITALS

- A. Seller and Purchaser previously entered into that certain Amended and Restated Option to Purchase dated May 1, 2024 (the “**Prior Agreement**”), pursuant to which Seller granted to Purchaser an option to purchase that certain real property described on the attached **Exhibit A (“Property”)**;
- B. Seller and Purchaser now desire to amend and restate the Prior Agreement in its entirety;

Therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

AGREEMENT

- 1. **Grant of Option.** In consideration of Seller’s receipt of \$1.00 from Purchaser (which is hereby acknowledged), Seller hereby grants to Purchaser the right and option to purchase the Property (“**Option**”) at any time after the Effective Date, and continuing until 5:00 p.m. on December 31, 2027 (the “**Expiration Date**”).
- 2. **Purchase Price of Property.**
 - 2.1. Subject to the adjustments and prorations described herein, the total purchase price (the “**Purchase Price**”) of the Property will be equal to the greater of (i) Twenty Seven Million Five Hundred Ninety Thousand Dollars and No Cents (\$27,590,000.00) and (ii) the fair market value determined by an appraisal ordered within one hundred and eighty (180) days of the Closing Date, but no later than ninety (90) days before the Closing Date.
 - 2.2. The appraisal shall be conducted by an independent real estate appraiser selected by Purchaser subject to the reasonable consent of Seller. Any appraiser selected by Purchaser shall be a Member Appraisal Institute (MAI) appraiser with relevant experience valuing comparable properties and may not be an affiliate of Purchaser. Within seven days of notification of the fair market value set forth in the appraisal if either party is not satisfied with such fair market value, either party shall have the right order a second appraisal within thirty (30) days of receipt of the

initial appraisal. If a second appraisal is ordered, the fair market value shall be the average of the two appraised fair market values, unless the parties mutually agree to a different price purchase. Any increase in the Purchase Price based on the appraisal will, at the election of Purchaser, be part of the Seller note.

- 2.3. The Purchase Price will be payable, if Purchaser elects to exercise the Option, in cash or by Purchaser delivering a promissory note to Seller, bearing interest accruing at the then-current applicable long-term federal rate, for up to the full amount of the Purchase Price. Such note will be paid from available cash flow as defined in the amended and restated operating agreement of Purchaser, which Seller shall review and approve, or from capital proceeds or sales proceeds, and in any event, shall be due at maturity, which shall be 45 years from the Closing Date (as defined below) or such later date that is coterminous with the senior secured loan.
3. **Application of Consideration to Purchase Price.** If Purchaser elects to purchase the Property under the terms and conditions of this Agreement, the consideration paid for the Option will not be applied to the Purchase Price.
4. **Seller's Pre-Closing Obligations.**
 - 4.1. In furtherance of Purchaser's planned rehabilitation of the Property, Seller agrees to undertake the following on the Purchaser's behalf prior to Closing:
 - 4.1.1. Relocation. Seller will establish an escrow in the amount not to exceed \$2,259,295 (the "**Relocation Escrow**") to pay for the cost of temporarily relocating tenants in order to prepare the Property for rehabilitation. The Seller further agrees to commence relocation in accordance with a relocation plan and schedule approved by Purchaser and may draw on the Relocation Escrow to cover any costs associated with this relocation.
 - 4.1.2. RECs. Seller will enter into a contract to purchase 956 kWh of renewable energy certificates (the "**RECs**") per year for a term of 20 years.
 - 4.2. At Closing, any remaining funds in the Relocation Escrow will be transferred to Purchaser and Seller will assign to Purchaser, and Purchaser will accept and assume from Seller, all of Seller's rights, title, interest and obligations under the RECs and any and all contracts and agreements related to tenant relocation in existence at the time of Closing (collectively, the "**Assigned RECs and Agreements**").
 - 4.3. As of the Closing, Purchaser agrees that it is unconditionally obligated to reimburse Seller, or pay directly to the appropriate vendor, in full, the amounts of any costs incurred by the Seller to establish the Relocation Escrow and with respect to the Assigned RECs and Agreements (the "**Incurred Costs**").
 - 4.4. The Seller and Purchaser acknowledge that Purchaser will pay Seller for such Incurred Costs at the earlier of (i) Closing or (ii) the termination of this Option.

5. **Assignability.** The Purchaser anticipates that it may form and/or collaborate with one or more entities in connection with the development and/or financing of the Property. Purchaser has the right to assign this Agreement to any such entity; provided that Purchaser gives Seller written notice of such assignment and such entity assumes the obligations of Purchaser hereunder in writing. Seller may assign its interest in this Agreement and sell the Property to a new owner (“**New Owner**”) so long as this Agreement continues in full force and effect and the Property and New Owner remain subject to the terms and conditions of this Agreement.
6. **Exercise of Option.** Purchaser may exercise the Option by giving Seller written notice, signed by Purchaser, on or before the Expiration Date. Upon exercise, the Purchaser and Seller shall agree to a date to close on the payment of the Purchase Price and Incurred Costs and transfer of the Property (“**Closing Date**”) which shall not be more than six (6) months from the date of exercise of the option.
7. **Proof of Title.** Seller will, at Purchaser’s expense, furnish Purchaser a policy of title insurance, written by a title insurer acceptable to Purchaser, insuring the title to the Property on terms acceptable to Purchaser.
8. **Failure to Exercise Option.** If Purchaser does not exercise the Option in accordance with its terms and before the Expiration Date, the Option and the rights of Purchaser will automatically and immediately terminate without notice. In the event Purchaser fails to exercise the Option, Seller will retain the sum paid as consideration for the Option. The Incurred Costs shall become due and payable to the Seller upon termination of this Option.
9. **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.
10. **Binding Effect.** This Agreement will be binding upon and inure only to the benefit of the parties to it.
11. **Marketing.** Seller shall not market the Property or enter into any contract or option to sell the Property prior to the Expiration Date.
12. **Contingencies.** Purchaser’s exercise of the option is contingent upon the following, without limitation: (a) the Purchaser determining the feasibility of the Property for development, (b) the Purchaser obtaining financing for the development of the Property, and (c) determinations satisfactory to the Purchaser that the Property and Purchaser’s development plan meet all applicable governmental requirements, including without limitation any review and approvals that may be required pursuant to the National Environmental Policy Act (“**NEPA**”) and related requirements under 24 CFR Parts 50 or 58, if applicable.

[signature pages follow]

[signature page to Second Amended and Restated Option to Purchase]

PURCHASER:

Fredericksburg Preservation Partners LLC,
a Virginia limited liability company

By: Fredericksburg Preservation Manager LLC,
a Virginia limited liability company
Its manager

DocuSigned by:
Kevin B.W. White
By: _____
F6B676B2244347D...
Name: Kevin B. W. White
Title: Manager

SELLER:

Fredericksburg Affordable Housing Limited Partnership,
a Virginia limited partnership

By: NHTe Fredericksburg Affordable Housing, LLC,
a Virginia limited liability company,
its general partner

DocuSigned by:
Kevin B.W. White
By: _____
F6B676B2244347D...
Name: Kevin B. W. White
Title: Manager

Exhibit A to Amended and Restated Option to Purchase

Property Description

All of those lots or parcels of land located in the City of Fredericksburg, Virginia and more particularly described as follows:

Parcel I:

Beginning at a point on the westerly side of Princess Anne Street said point lying approximately 150 feet south of the southerly line of Dixon Street; thence South 20°40'10" East 165.86 feet to a point; thence departing Princess Anne Street and running North 68°45'18" East 178.19 feet to a point lying on the westerly line of a 20 foot alley, thence along said line South 20°17'55" East 430.93 feet to a point; thence departing said alley and running North 69°48'45" East 141.84 feet to a point lying on the westerly line of Caroline Street; thence along Caroline Street South 20°14'30" East 24.00 feet to a point; thence departing Caroline Street and running South 69°46'50" West 263.18 feet to a point; thence South 20°41'10" East 280.48 feet to a point; thence South 69°18'20" West 94.81 feet to a point; thence North 69°24'30" West 698.32 feet; thence North 20°35'10" East 582.00 feet to a point; thence North 69°20'10" East 182.00 feet to the point of beginning, containing 9.2250 acres of land, more or less.

Parcel II:

Together with a fifteen foot sewer easement, the boundaries of said easement being described as follows:

Beginning at a point, said point being the westernmost corner of the above described parcel; thence North 69°24'30" West 15 feet to a point; Thence South 20°35'10" West 42 feet to an existing 18 inch sanitary sewer; Thence in a Northwesterly direction 15.5 feet to an extension of the Northwesterly boundary of the above described parcel; thence North 20°35'10" East 40.44 feet to the point of beginning.

100 PRINCESS ANNE ST HAZEL HILL APARTMENTS

Site Information

GPIN: 7789-21-7779

Owner's Name: FREDERICKSBURG AFFORDABLE HOUSING LTD PTNSHP C/O NHTE

Mailing Address: 1101 30TH ST NW #100A

Mailing Address 2: WASHINGTON DC 20007

Property Address: 100 PRINCESS ANNE ST HAZEL HILL APARTMENTS

Tax Map: 57 100

Living Units: 147

Neighborhood: N/A

Legal 1: 9.233 A BL 57-100

Legal 2: HAZEL HILL APTS

Legal 3: 100 BL PR ANNE ST

Legal 4: 9.233

[Open GPIN PDF Link](#)

[Open Historic Property Information Website](#)

Record #: 556

Deeded Acres: 9.233

Zoning: R16 - RESIDENTIAL 16

Flood Zone: Yes

Terrain Character: LEVEL

Road Type: PUBLIC

Road Surface: PAVED

Parking Type: Private/Off Street

Historic District: N

Conditional Zoning: N/A

Overlay District: HISTORIC FREDERICKSBURG DISTRICT-DOWNTOWN

Planned Development Zoning District: N/A

Proposed Specific Plan Areas: Downtown

Commercial Details

Building #1: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 8,000

Total Units: 8

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Forced Air

A/C: Yes

Building #2: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 8,000

Total Units: 8

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #3: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 8,000

Total Units: 8

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #4: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 8,000

Total Units: 8

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #5: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 8,000

Total Units: 8

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #5: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 12,000

Total Units: 10

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #7: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 12,000

Total Units: 10

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #E: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 12,000

Total Units: 10

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #2: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 12,000

Total Units: 10

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #10: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 12,000

Total Units: 10

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #11: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 4,800

Total Units: 8

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #12: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 4,800

Total Units: 8

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #13- HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 4,800

Total Units: 8

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #14- HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 8,000

Total Units: 8

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #15: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 8,000

Total Units: 8

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #16: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 8,000

Total Units: 9

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #17: HAZEL HILL

PARID: 7789217779

Year Built: 1971

Gross Floor Area: 6,400

Total Units: 6

Show Building Images

Exterior Information

Structure Type: Apartment-Brick Class C

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Baseboard

A/C: Yes

Building #1E: N/A

PARID: 7789217779

Year Built: 2006

Gross Floor Area: 2,316

Total Units: N/A

Show Building Images

Exterior Information

Structure Type: Grade B Off Bldg-Frame

Foundation: Masonry/Concrete

Ext. Walls: Vinyl

Utilities

Water: PUBLIC

Sewer: PUBLIC

Electric: YES

Gas: YES

Interior Information

Heating Type: Forced Air

A/C: Yes

HAZEL HILL



HAZEL HILL



HAZEL HILL



HAZEL HILL



HAZEL HILL



HAZEL HILL



HAZEL HILL



HAZEL HILL



HAZEL HILL



HAZEL HILL



HAZEL HILL



HAZEL HILL



HAZEL HILL



HAZEL HILL



HAZEL HILL



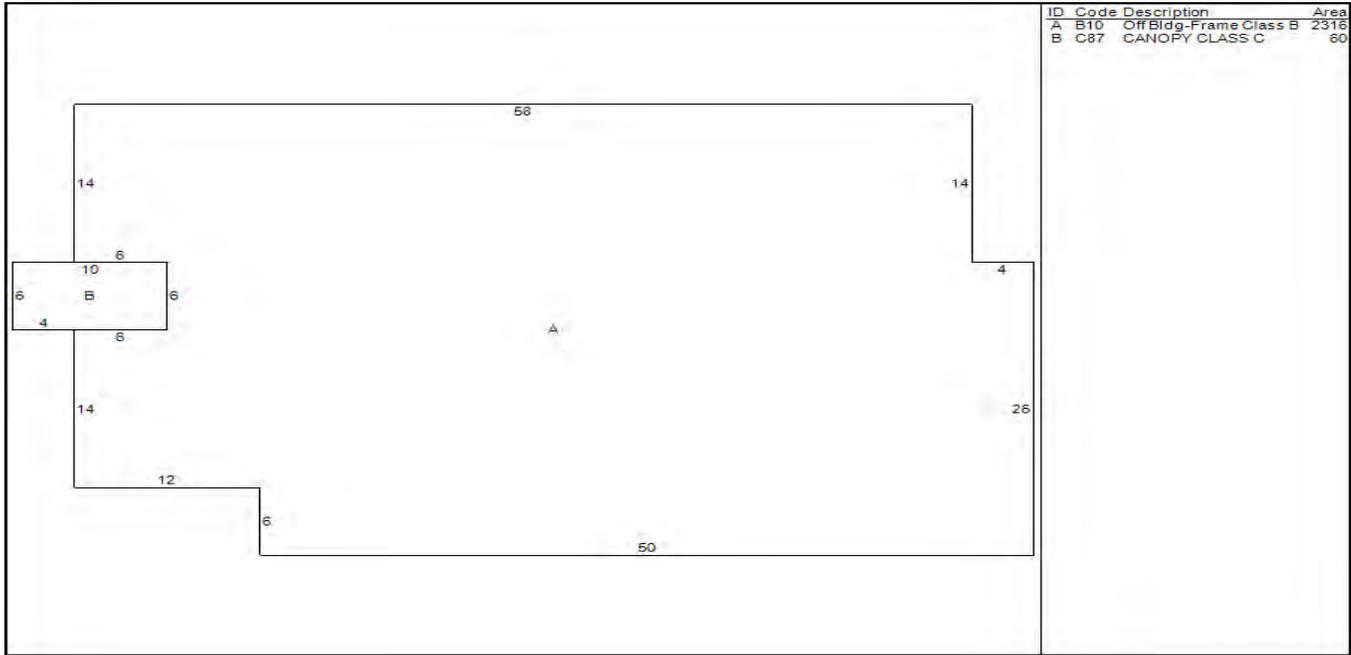
HAZEL HILL



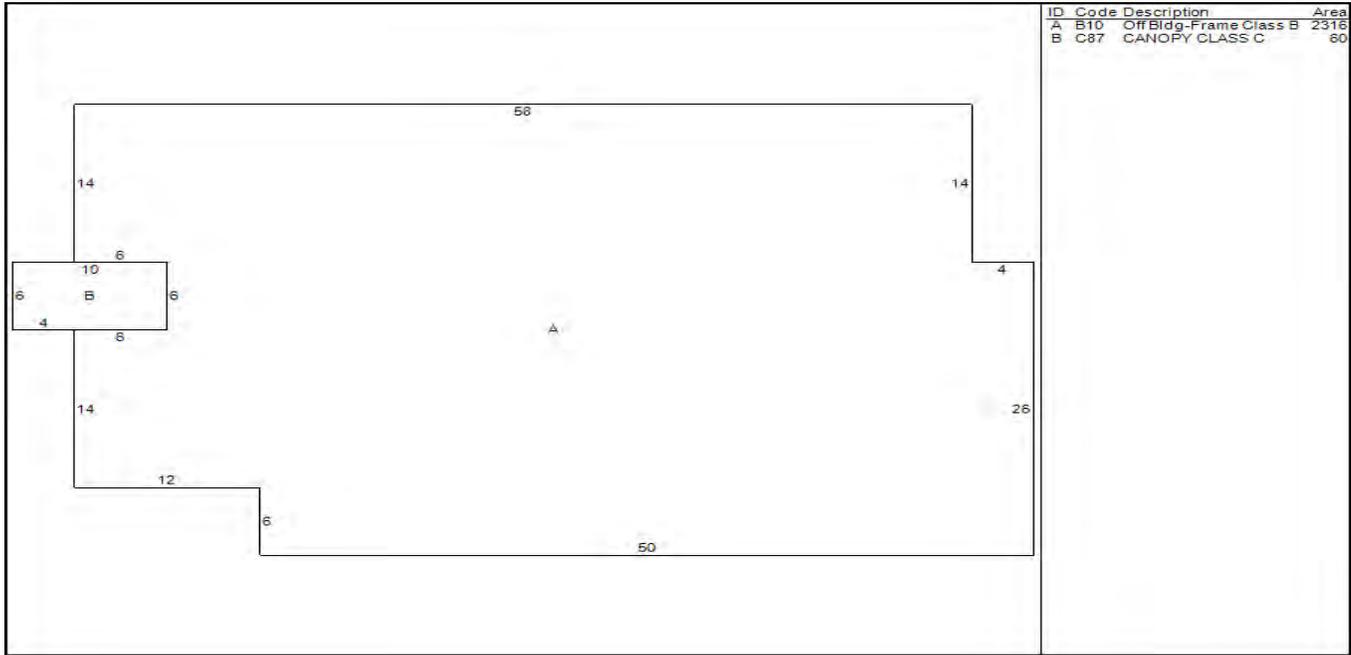
HAZEL HILL



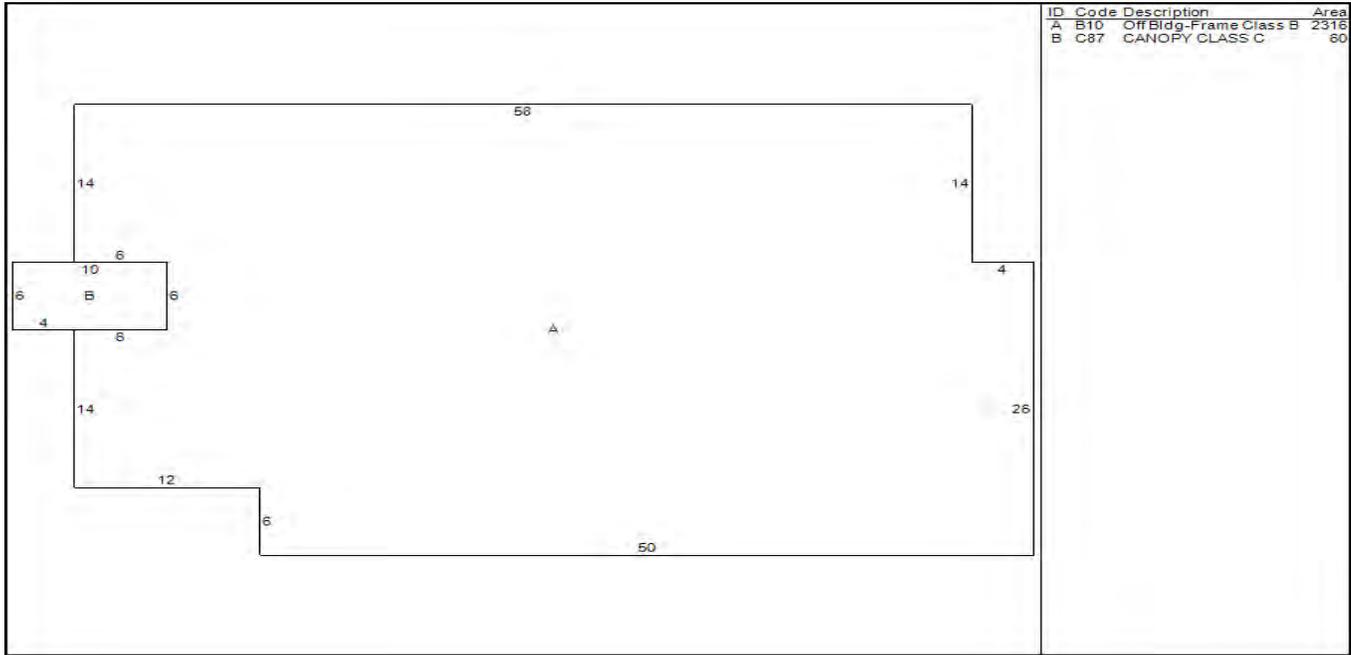
HAZEL HILL



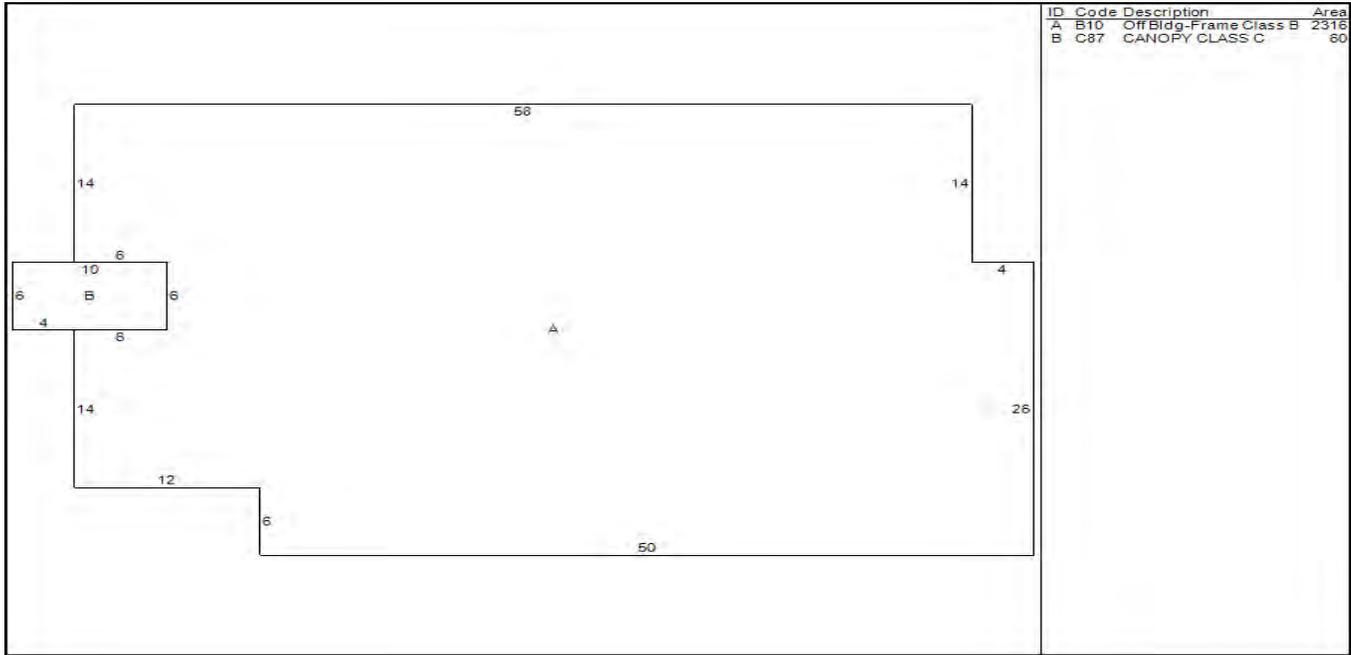
HAZEL HILL



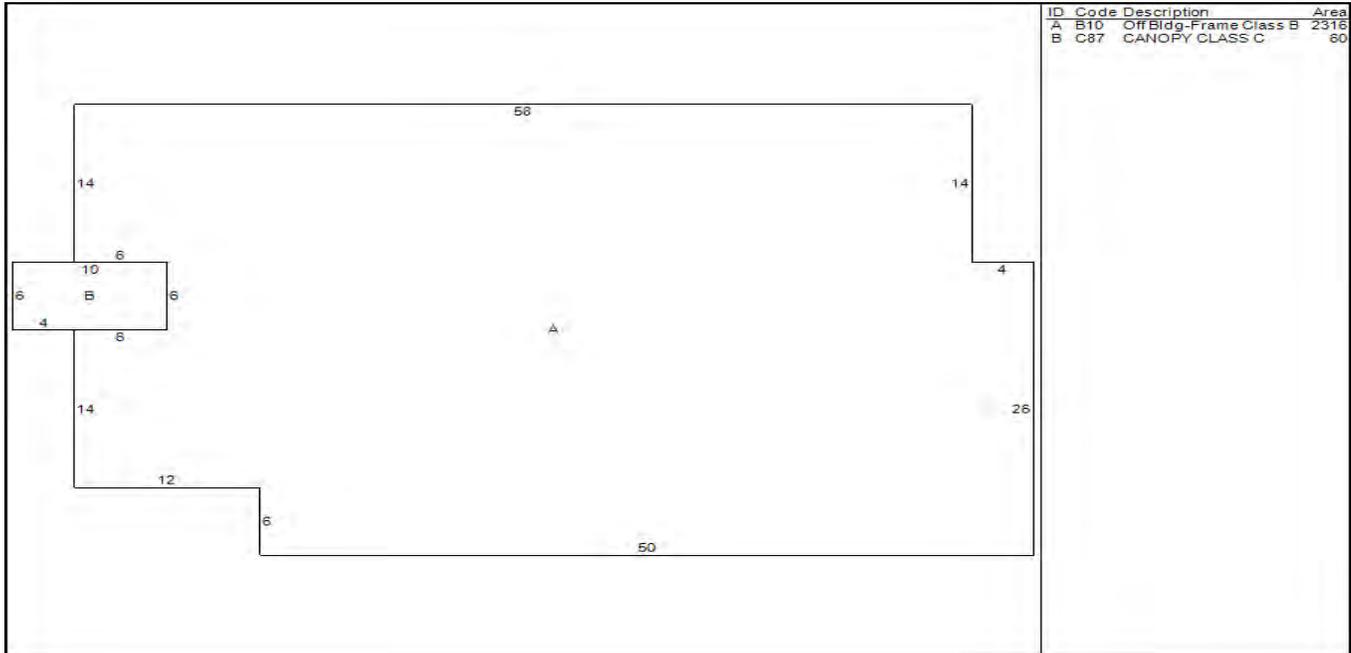
HAZEL HILL



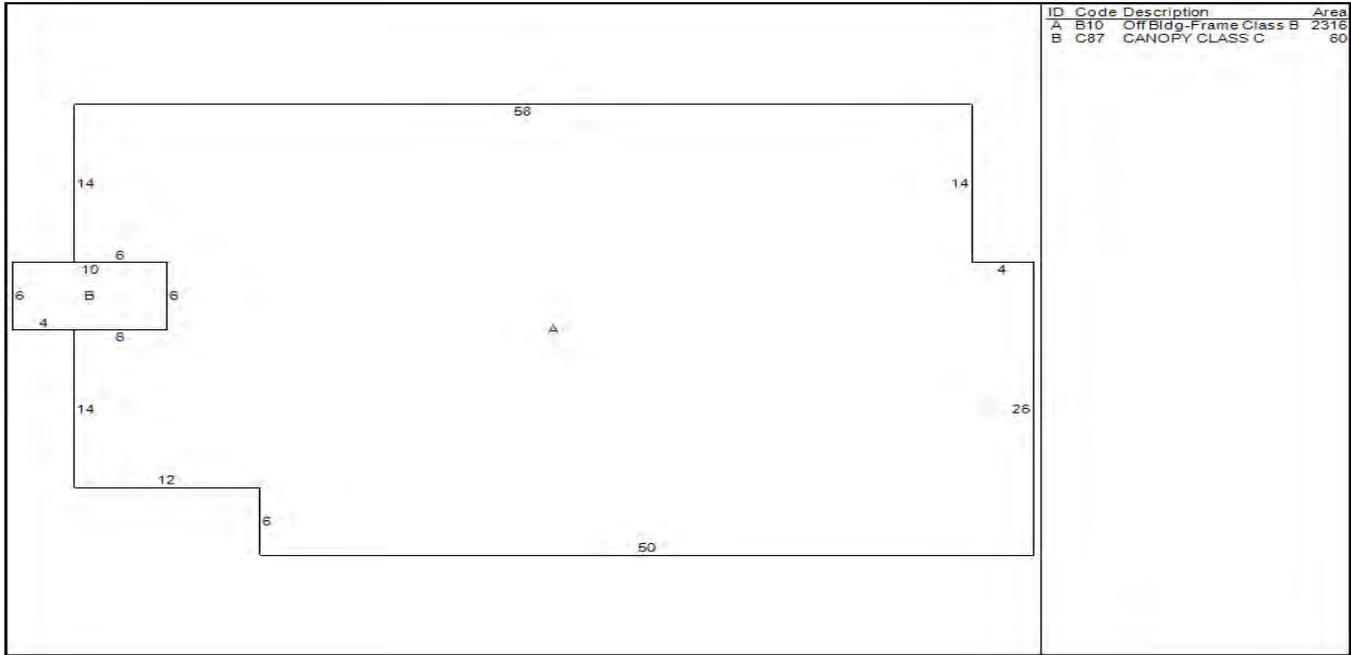
HAZEL HILL



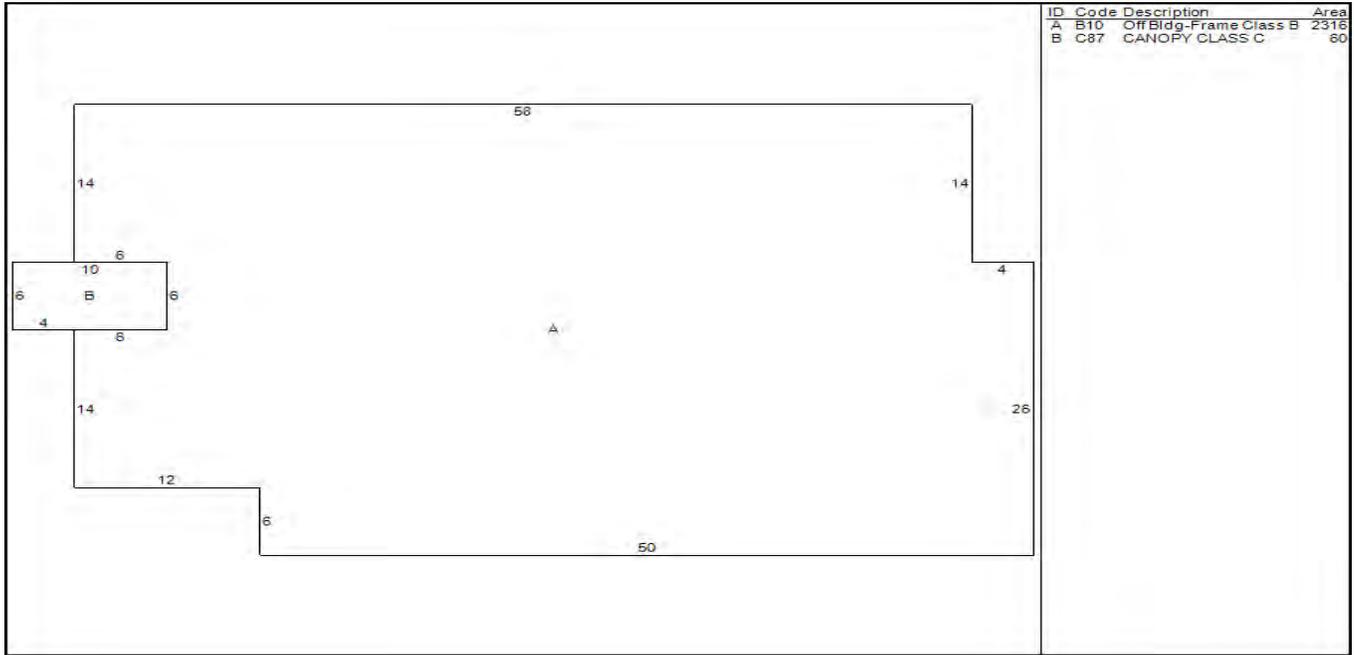
HAZEL HILL



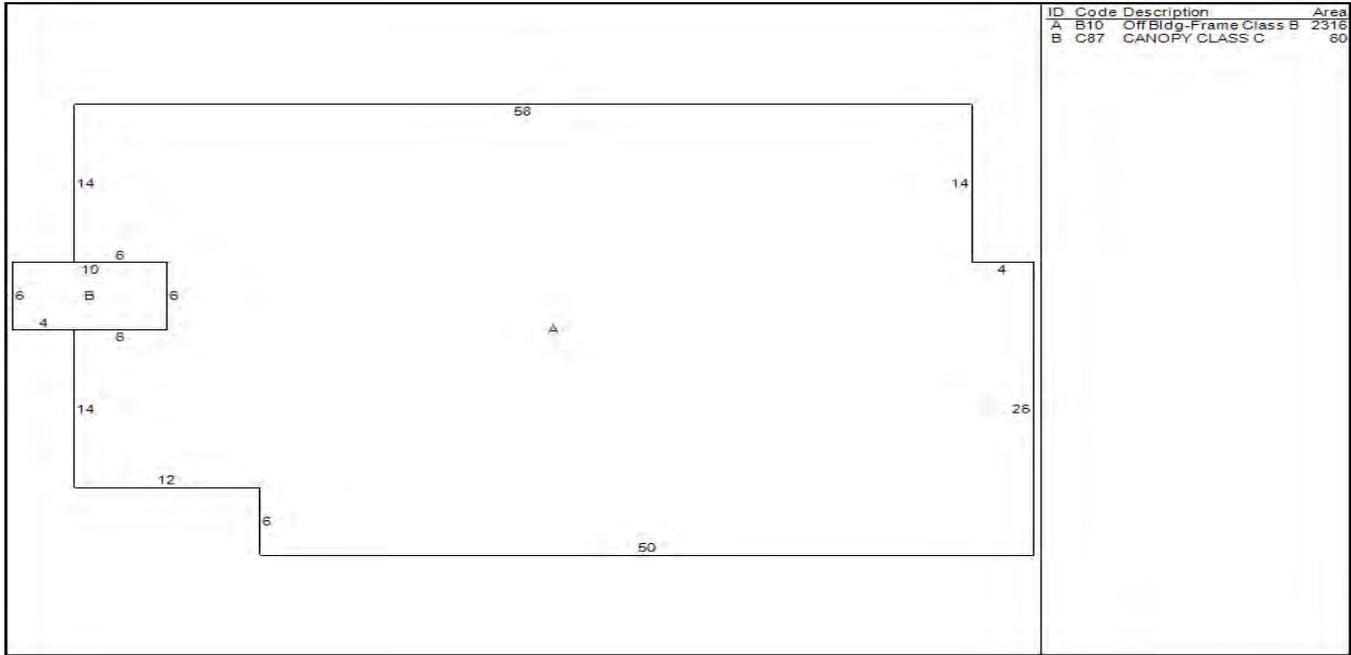
HAZEL HILL



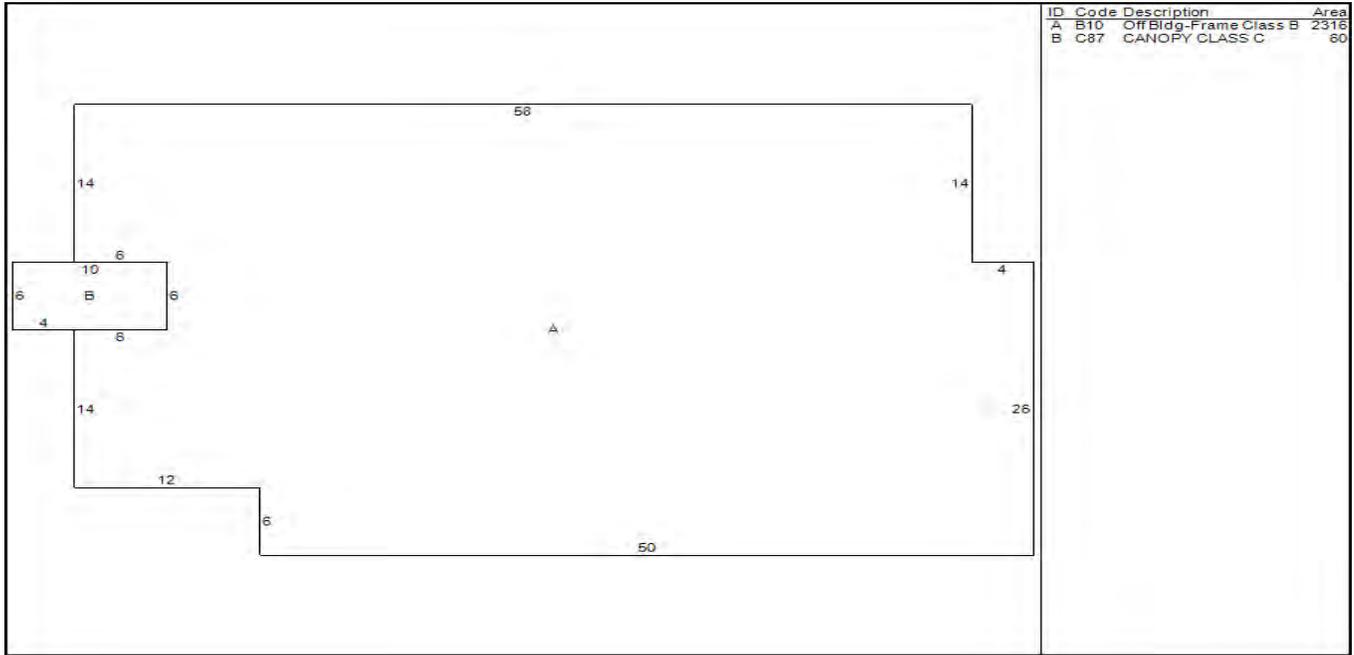
HAZEL HILL



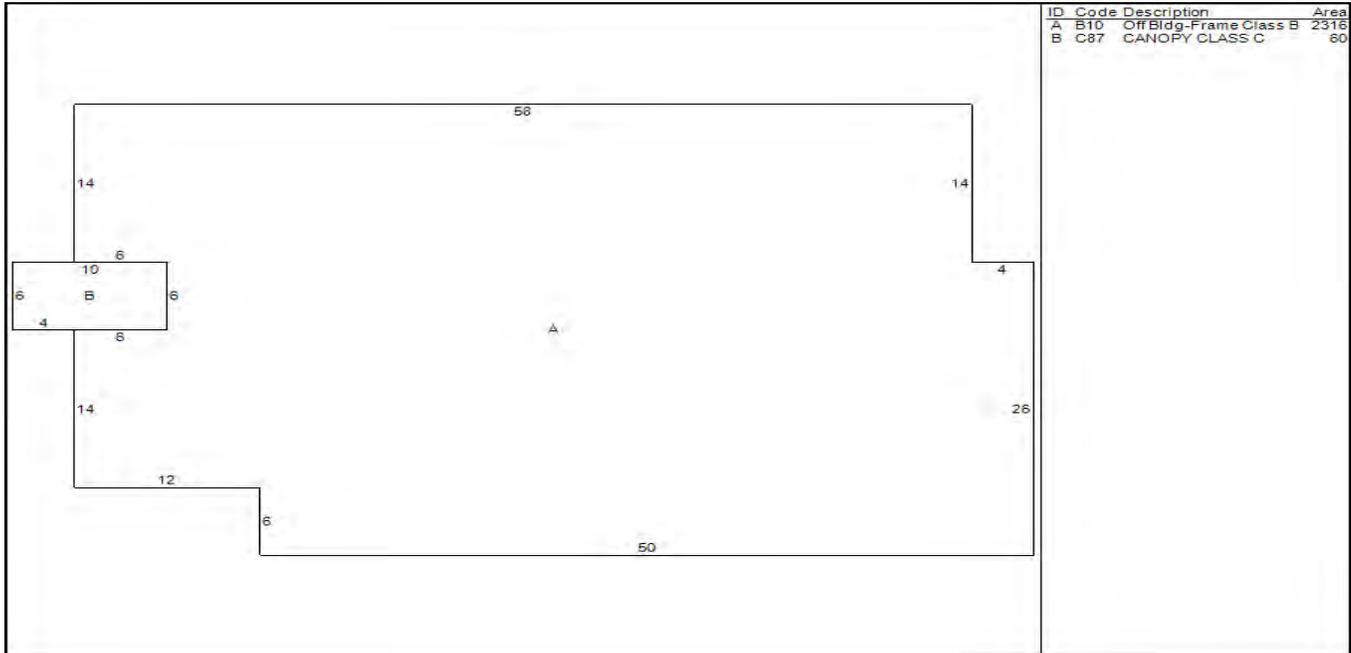
HAZEL HILL



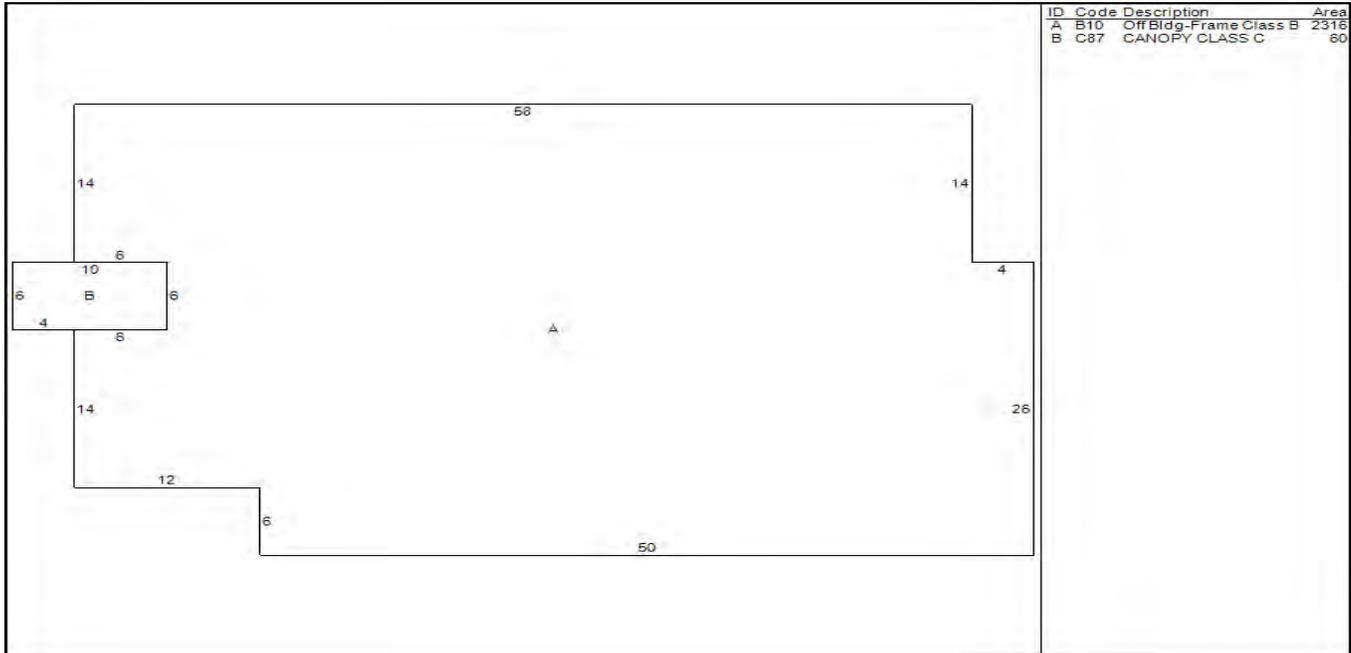
HAZEL HILL



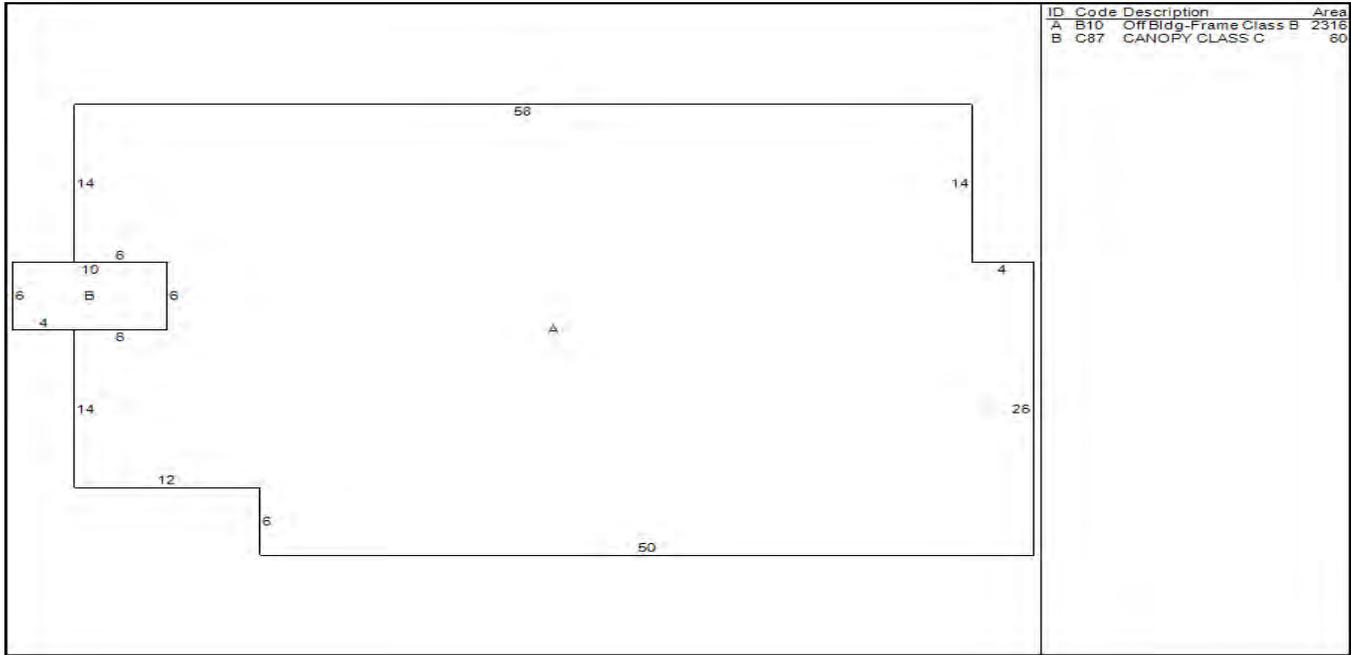
HAZEL HILL



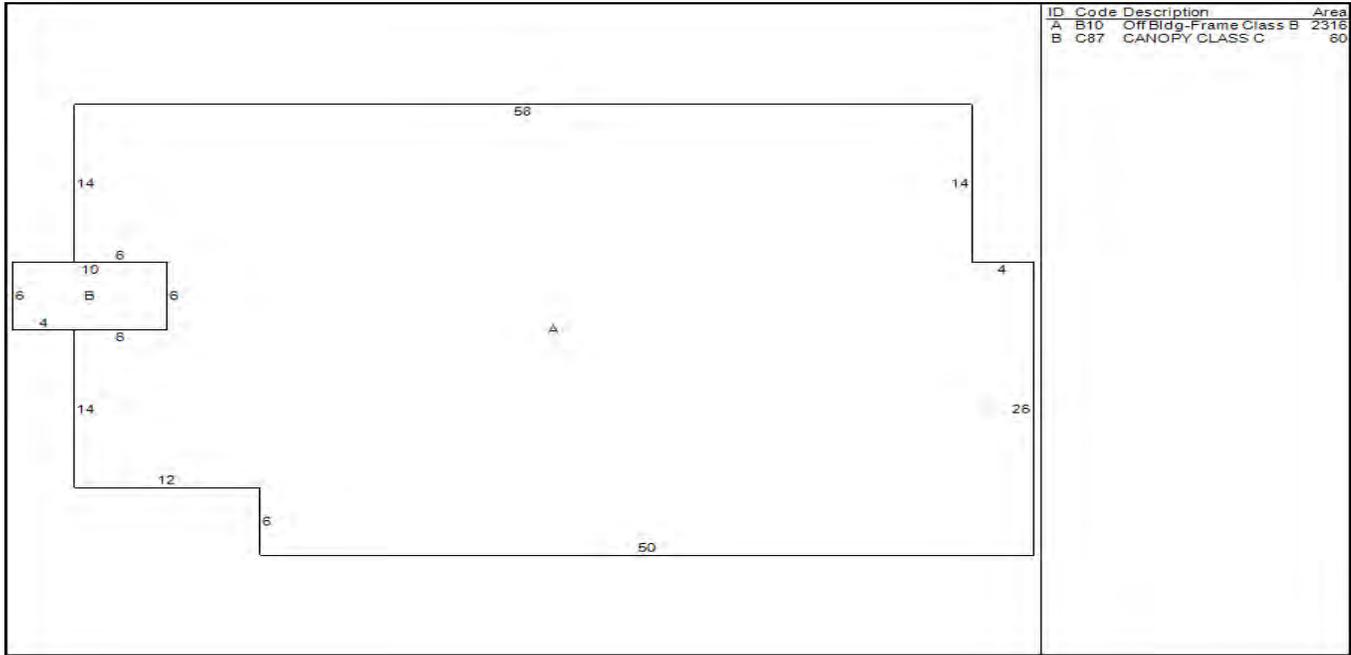
HAZEL HILL



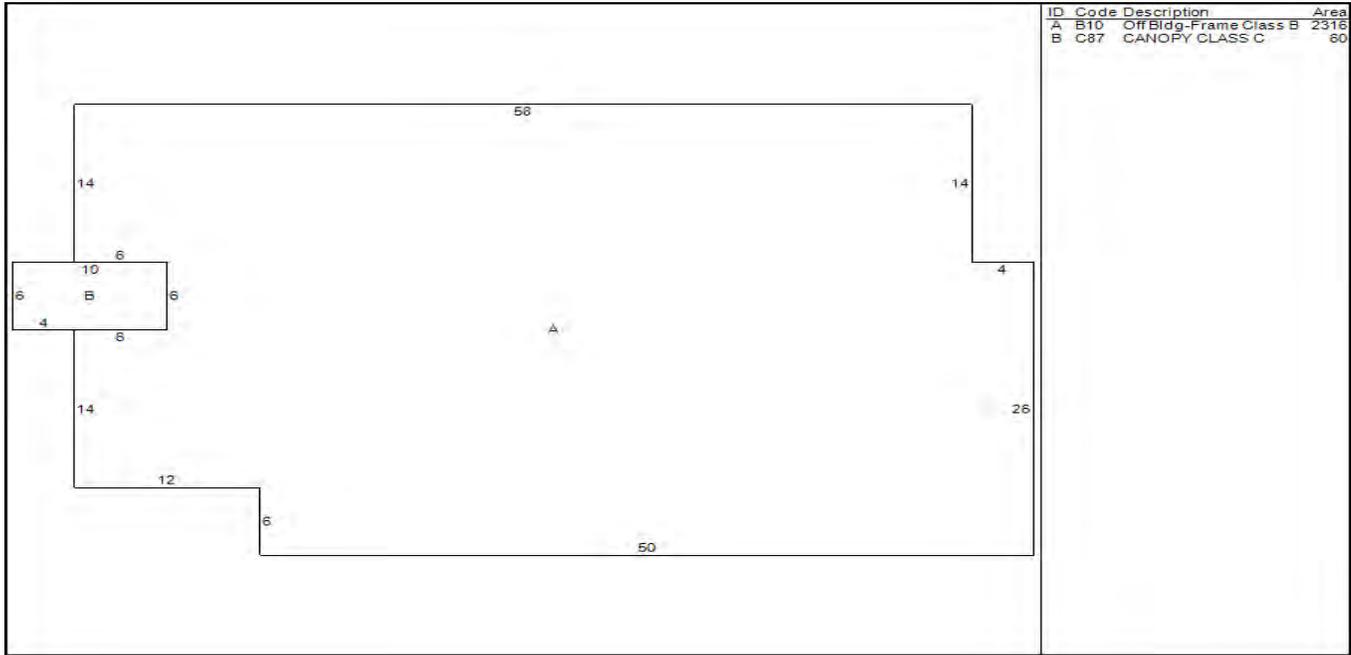
HAZEL HILL



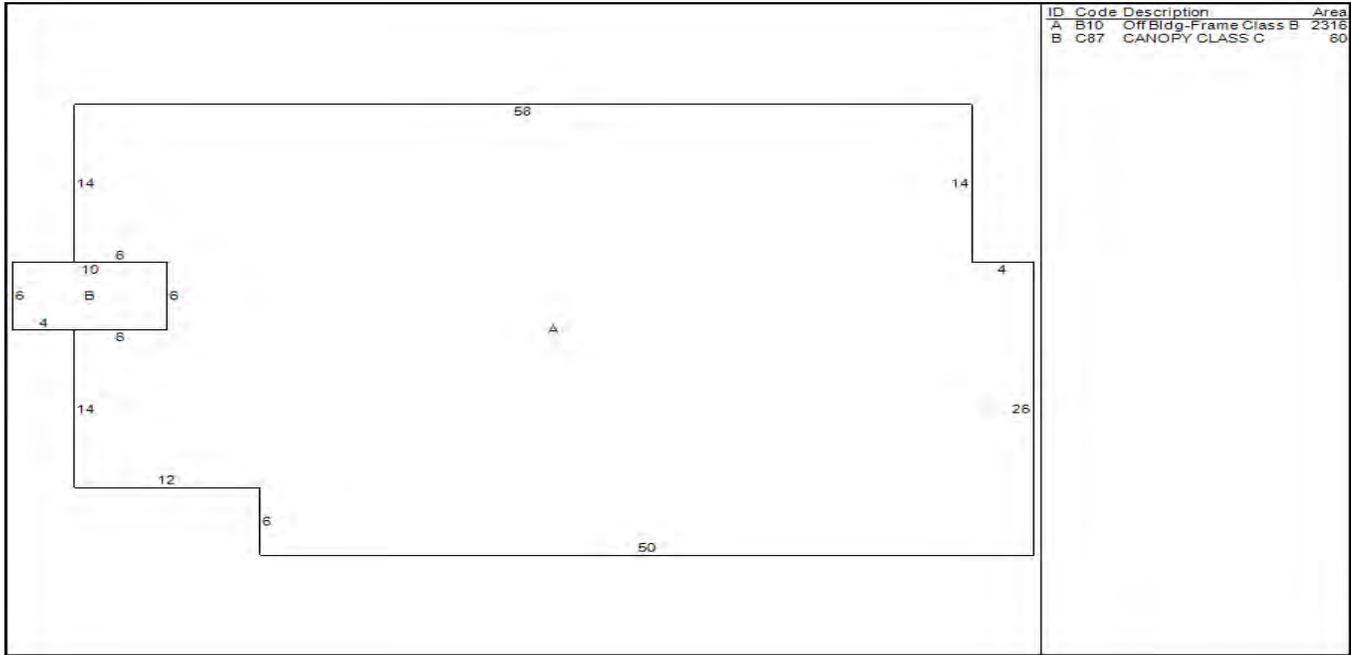
HAZEL HILL



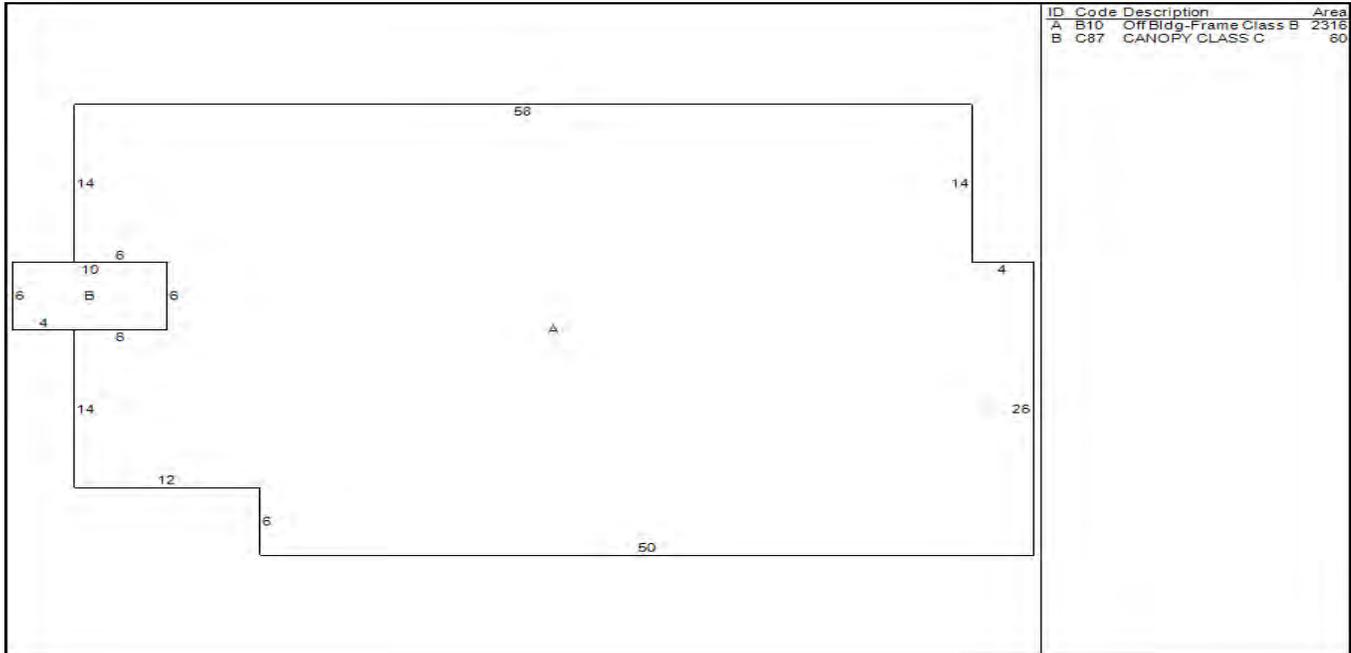
HAZEL HILL



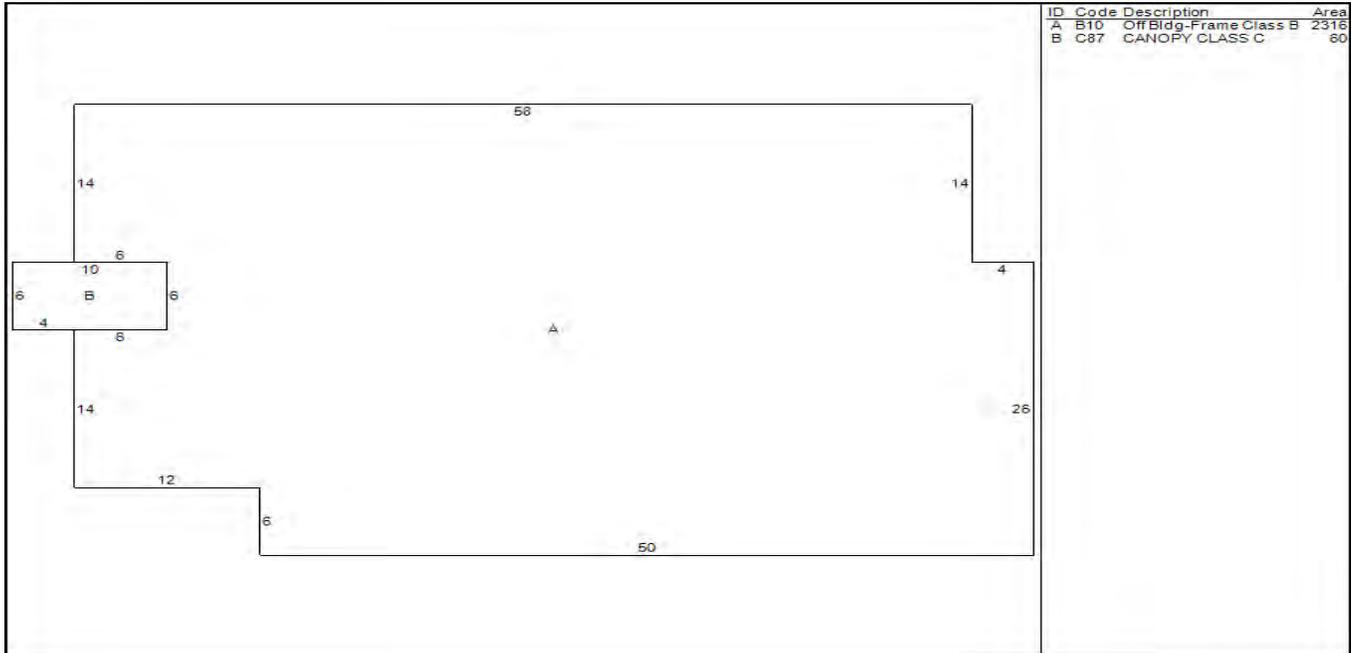
HAZEL HILL



HAZEL HILL



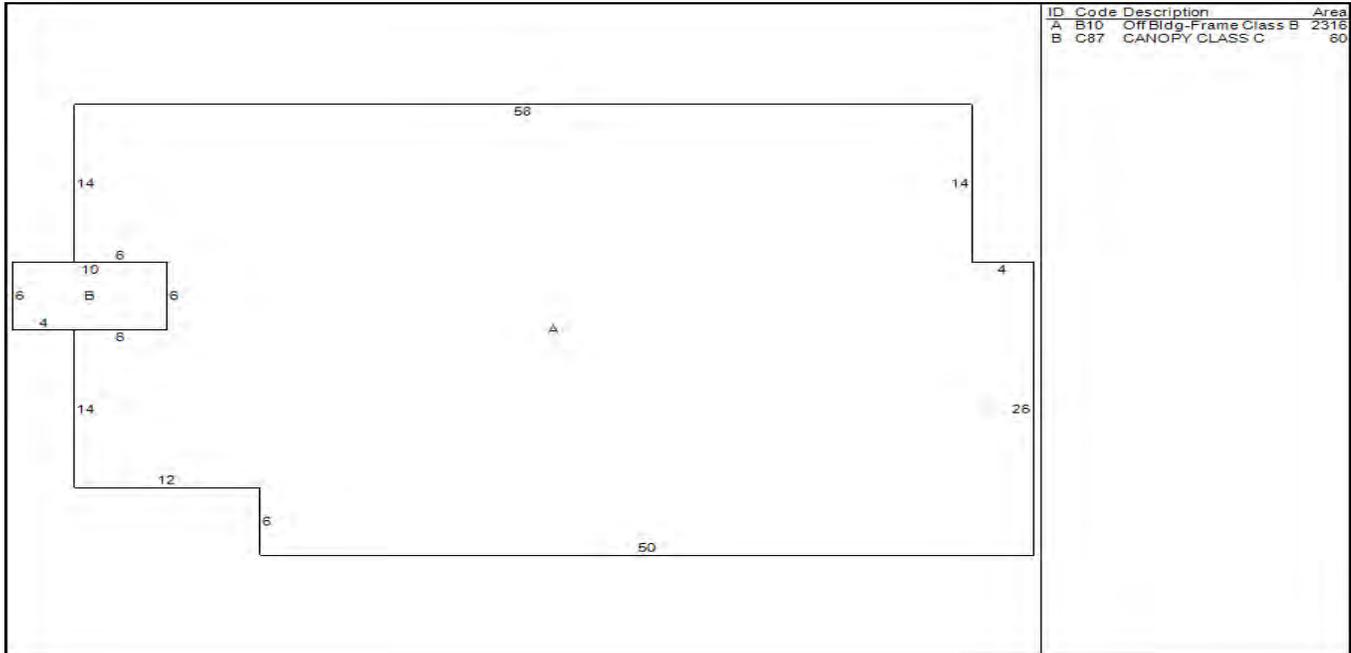
HAZEL HILL



N/A



N/A



Assessments

Assessment Year: 2021
Building Value: \$9,079,720
Total Other Improvements: \$196,480
Total Land Value: \$2,308,300
Total Assessed Value: \$11,584,500

Improvements

Dwelling #:	Description:	Size in Sq. Ft:	Value:
1	Sheds	140	\$9,400
1	Bldg-Metal	960	\$21,600
1	Pavement	62,700	\$150,480
1	Playgrnd A	0	\$15,000
Total Improvements Value:			
			\$196,480

Land Information Details

Description:	Size:	Lump Sum/Per Acre:	Adj.:	Land Value:
Apartment Site	9.233 AC	\$250,000	0%	\$2,308,250
Total Land Value:				
				\$2,308,300

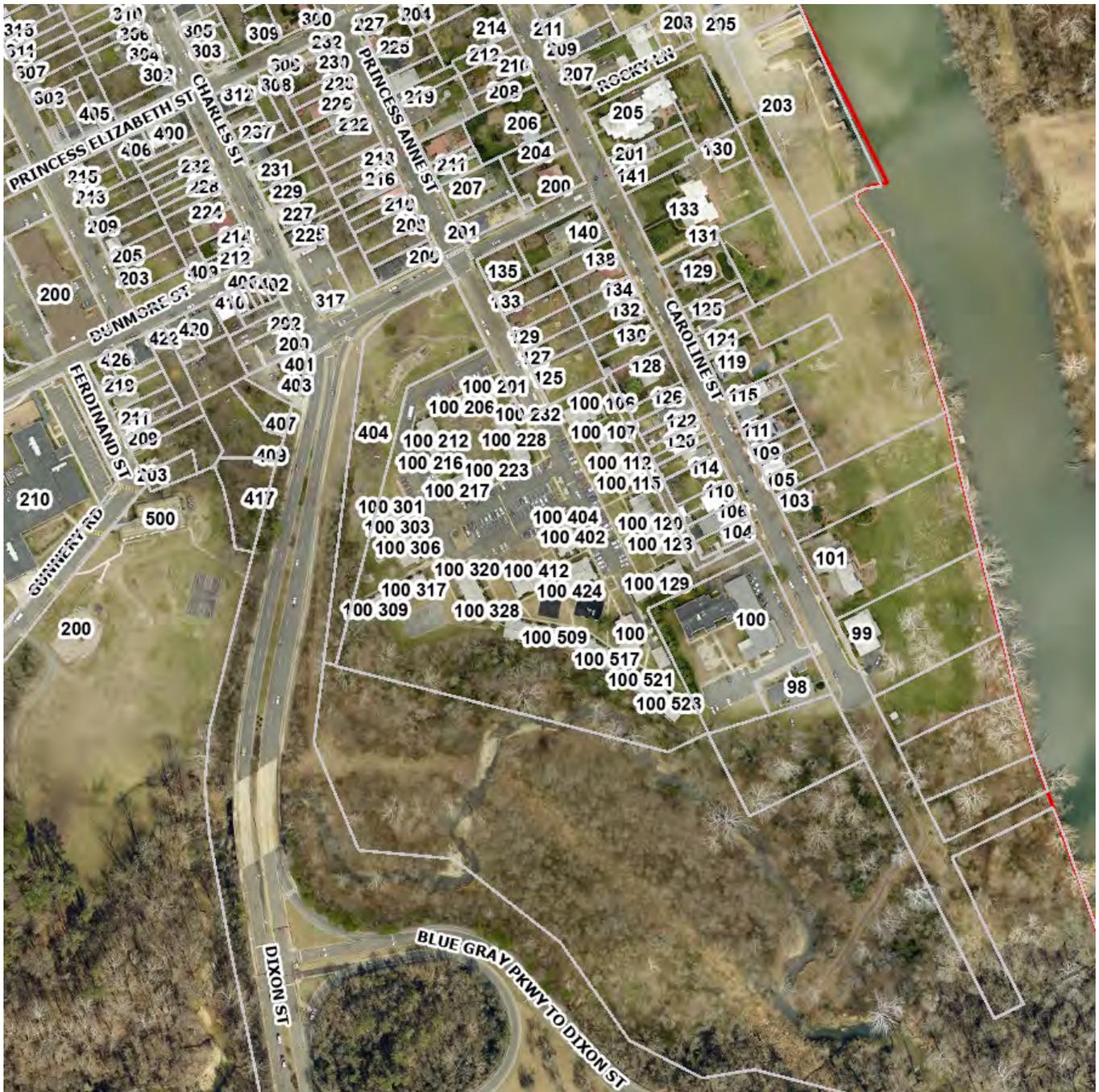
Ownership

Current Ownership

Name:	Sales Date:	Sales Price:	Instrument:	Deed Book/Page:
FREDERICKSBURG AFFORDABLE HOUSING	12/03/2004	\$3,340,000	3961 - 2004	0

Previous Ownership

Name:	Sales Date:	Sales Price:	Instrument:	Deed Book/Page:
NHTE FREDERICKSBURG AFFORDABLE	07/26/2004	\$0	2389 - 2004	N/A
HAZEL HILL APARTMENT CORP	01/01/1900	\$0	0	N/A



Tab F:

RESNET Rater Certification (MANDATORY)



Appendix F
RESNET Rater Certification of Development Plans

Project Name: Hazel Hill Apartments

Project Address: 100 Princess Anne St, Fredericksburg, VA 22401

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 lower
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 lower.
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.

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

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

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

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

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

Signed: 

Date: 4/5/24

Printed Name: Stacey Smith

RESNET Rater

Resnet Provider Agency
Viridian


Signature

Provider Contact and Phone/Email Sean Shanley: (804)225-9843 / sean.shanley@viridian.org

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-03-13

Registry ID:

Ekotrope ID: dE1RVp8d

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

\$1,009

*Relative to an average U.S. home

Home:

100 Princess Anne St
Fredericksburg, VA 22401

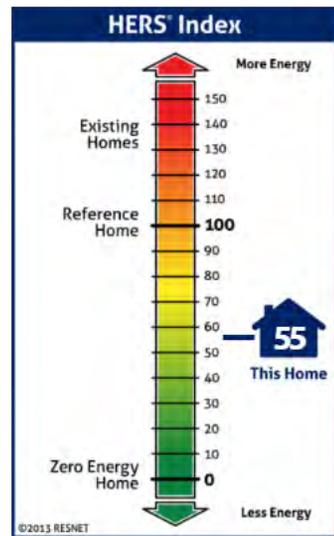
Builder:

Harkins

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.2	\$251
Cooling	1.3	\$44
Hot Water	1.5	\$54
Lights/Appliances	11.6	\$407
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	21.6	\$847

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	663 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.4 UEF
House Tightness:	4.36 ACH50 (Adjusted Infiltration: 3.57 ACH50)
Ventilation:	45 CFM • 61 Watts • ERV
Duct Leakage to Outside:	10 CFM25 / 100 ft ²
Above Grade Walls:	R-11
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

Digitally signed: 4/4/24 at 3:24 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-03-13

Registry ID:

Ekotrope ID: LO3ooqGL

HERS® Index Score:

51

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

\$1,008

*Relative to an average U.S. home

Home:

100 Princess Anne St
Fredericksburg, VA 22401

Builder:

Harkins

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.1	\$178
Cooling	1.5	\$54
Hot Water	1.5	\$53
Lights/Appliances	11.5	\$401
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	19.6	\$778

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

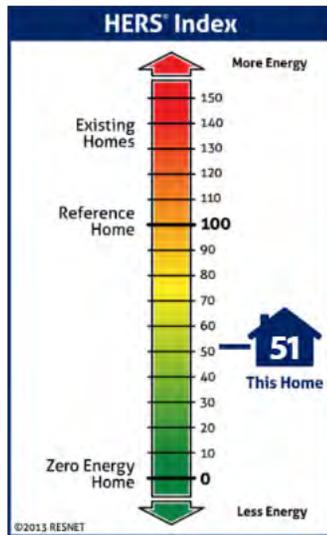
Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater

Digitally signed: 4/4/24 at 3:26 PM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	637 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.4 UEF
House Tightness:	4.36 ACH50 (Adjusted Infiltration: 2.45 ACH50)
Ventilation:	45 CFM • 61 Watts • ERV
Duct Leakage to Outside:	10 CFM25 / 100 ft ²
Above Grade Walls:	R-11
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-0

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-03-13

Registry ID:

Ekotrope ID: 2RMGGqBv

HERS® Index Score:

53

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

\$958

*Relative to an average U.S. home

Home:

100 Princess Anne St
Fredericksburg, VA 22401

Builder:

Harkins

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.3	\$187
Cooling	0.9	\$33
Hot Water	1.8	\$63
Lights/Appliances	11.6	\$407
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	19.7	\$781

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

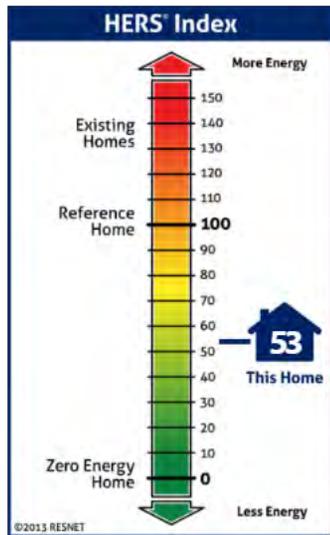
Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater

Digitally signed: 4/4/24 at 3:22 PM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	659 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.4 UEF
House Tightness:	4.36 ACH50 (Adjusted Infiltration: 2.51 ACH50)
Ventilation:	45 CFM • 61 Watts • ERV
Duct Leakage to Outside:	10 CFM25 / 100 ft ²
Above Grade Walls:	R-11
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-03-13

Registry ID:

Ekotrope ID: 2lmWaZKL

HERS® Index Score:

54

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

\$1,215

*Relative to an average U.S. home

Home:

100 Princess Anne St
Fredericksburg, VA 22401

Builder:

Harkins

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.9	\$277
Cooling	1.7	\$59
Hot Water	1.8	\$63
Lights/Appliances	13.9	\$486
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	25.4	\$976

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

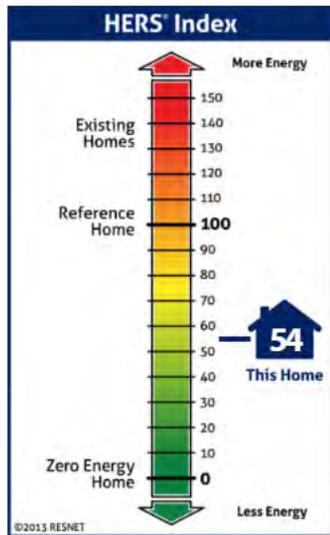
Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 4/4/24 at 3:21 PM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	836 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.4 UEF
House Tightness:	4.36 ACH50 (Adjusted Infiltration: 3.33 ACH50)
Ventilation:	55 CFM • 81.4 Watts • ERV
Duct Leakage to Outside:	10 CFM25 / 100 ft ²
Above Grade Walls:	R-11
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-03-13

Registry ID:

Ekotrope ID: 28agVPwL

HERS® Index Score:

50

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

\$1,288

*Relative to an average U.S. home

Home:

100 Princess Anne St
Fredericksburg, VA 22401

Builder:

Harkins

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.3	\$256
Cooling	1.9	\$68
Hot Water	1.8	\$63
Lights/Appliances	13.7	\$479
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	24.8	\$957

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

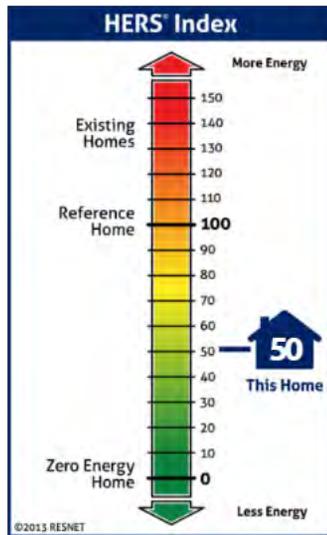
Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater

Digitally signed: 4/4/24 at 3:25 PM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	865 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.4 UEF
House Tightness:	4.36 ACH50 (Adjusted Infiltration: 2.50 ACH50)
Ventilation:	55 CFM • 74.6 Watts • ERV
Duct Leakage to Outside:	10 CFM25 / 100 ft ²
Above Grade Walls:	R-11
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-0

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-03-13

Registry ID:

Ekotrope ID: dBM0BzeL

HERS® Index Score:

51

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

\$1,187

*Relative to an average U.S. home

Home:

100 Princess Anne St
Fredericksburg, VA 22401

Builder:

Harkins

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.7	\$233
Cooling	1.4	\$48
Hot Water	2.2	\$76
Lights/Appliances	13.8	\$483
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	24.0	\$931

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

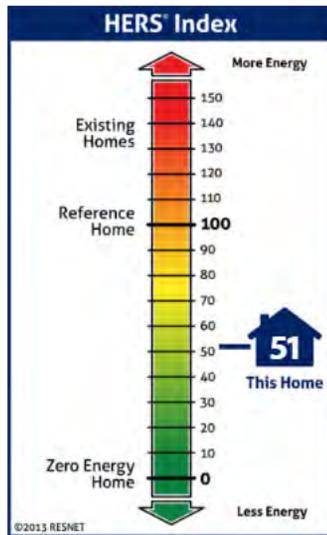
Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater

Digitally signed: 4/4/24 at 3:19 PM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	865 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.4 UEF
House Tightness:	4.36 ACH50 (Adjusted Infiltration: 2.48 ACH50)
Ventilation:	55 CFM • 74.6 Watts • ERV
Duct Leakage to Outside:	10 CFM25 / 100 ft ²
Above Grade Walls:	R-11
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.26, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A



Ekotrope RATER - Version:4.2.2.3368

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-03-13

Registry ID:

Ekotrope ID: LO3oePEL

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

\$1,416

*Relative to an average U.S. home

Home:

100 Princess Anne St
Fredericksburg, VA 22401

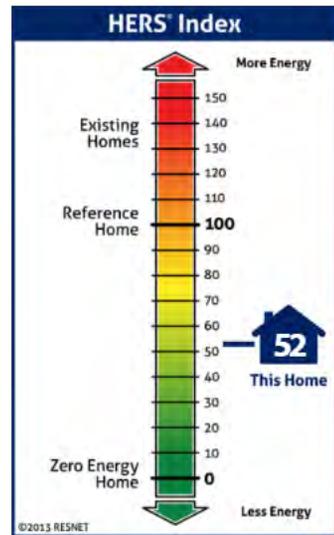
Builder:

Harkins

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.5	\$293
Cooling	1.7	\$58
Hot Water	2.1	\$72
Lights/Appliances	15.7	\$547
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	27.9	\$1,062

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,052 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 10.4 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18.4 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.4 UEF
House Tightness:	4.36 ACH50 (Adjusted Infiltration: 2.69 ACH50)
Ventilation:	60 CFM • 81.4 Watts • ERV
Duct Leakage to Outside:	10 CFM25 / 100 ft ²
Above Grade Walls:	R-11
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-0

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

Digitally signed: 4/4/24 at 3:24 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-03-13

Registry ID:

Ekotrope ID: 25YAVGM2

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

\$1,250

*Relative to an average U.S. home

Home:

100 Princess Anne St
Fredericksburg, VA 22401

Builder:

Harkins

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.8	\$270
Cooling	1.2	\$42
Hot Water	2.1	\$73
Lights/Appliances	15.6	\$543
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	26.7	\$1,019

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

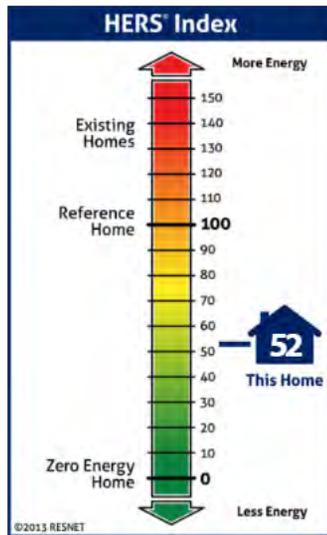
Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 4/4/24 at 3:26 PM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,050 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 10.4 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18.4 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.4 UEF
House Tightness:	4.36 ACH50 (Adjusted Infiltration: 2.77 ACH50)
Ventilation:	60 CFM • 81.4 Watts • ERV
Duct Leakage to Outside:	10 CFM25 / 100 ft ²
Above Grade Walls:	R-10
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	R-0
Framed Floor:	N/A

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-03-13

Registry ID:

Ekotrope ID: LXE4B38d

HERS® Index Score:

46

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

\$1,509

*Relative to an average U.S. home

Home:

100 Princess Anne St
Fredericksburg, VA 22401

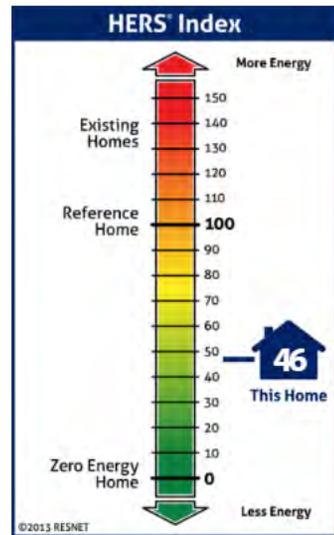
Builder:

Harkins

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.8	\$270
Cooling	1.4	\$48
Hot Water	2.5	\$86
Lights/Appliances	16.1	\$559
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	27.7	\$1,054

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,093 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 10.4 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18.4 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.4 UEF
House Tightness:	4.36 ACH50 (Adjusted Infiltration: 2.57 ACH50)
Ventilation:	60 CFM • 81.4 Watts • ERV
Duct Leakage to Outside:	10 CFM25 / 100 ft ²
Above Grade Walls:	R-11
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.26, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

Digitally signed: 4/4/24 at 3:23 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-03-13

Registry ID:

Ekotrope ID: dE1RRZMd

HERS® Index Score:

54

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

\$1,328

*Relative to an average U.S. home

Home:

100 Princess Anne St
Fredericksburg, VA 22401

Builder:

Harkins

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	9.1	\$311
Cooling	1.6	\$55
Hot Water	2.4	\$81
Lights/Appliances	18.0	\$625
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	31.0	\$1,163

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

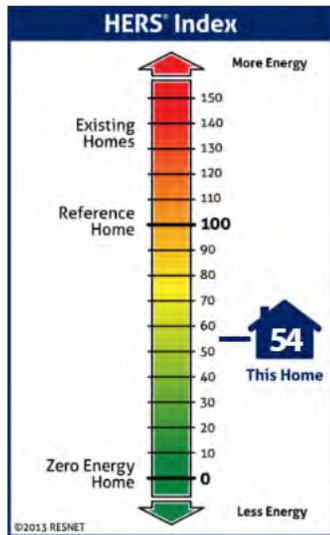
Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220


Stacey Smith, Certified Energy Rater
Digitally signed: 4/4/24 at 3:18 PM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,160 ft ²
Number of Bedrooms:	4
Primary Heating System:	Air Source Heat Pump • Electric • 10.4 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18.4 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.4 UEF
House Tightness:	4.36 ACH50 (Adjusted Infiltration: 2.78 ACH50)
Ventilation:	85 CFM • 115.3 Watts • ERV
Duct Leakage to Outside:	10 CFM25 / 100 ft ²
Above Grade Walls:	R-10
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	R-0
Framed Floor:	N/A

Tab G:

Zoning Certification Letter (MANDATORY)

Tab G:

Zoning Certification Letter (MANDATORY)



Zoning Certification

NOTE TO DEVELOPER: You are strongly encouraged to submit this certification to the appropriate local official **at least three weeks in advance of the application deadline** to ensure adequate time for review and approval.

General Instructions:

1. The Local Certification section **must** be completed by the appropriate local official or Civil Engineer.
2. The Engineer **must** be registered in the Commonwealth of Virginia.
3. 'Development Description' should be provided by the Owner.
4. 'Development Address' should correspond to I.A.2 on page 1 of the application.
5. 'Legal Description' should correspond to the site control document in the application.
6. 'Proposed Improvements' should correspond with I.B & D and III.A of the application.
7. 'Other Descriptive Information' should correspond with information in the application.
8. Any change in this Certification may result in disqualification of the application.

If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com

Zoning Certification

DATE:

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

RE: ZONING CERTIFICATION

Name of Development: _____

Name of Owner/Applicant: _____

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:

Legal Description:

Proposed Improvements:

- New Construction: _____ # Units _____ # Buildings _____ 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: _____ allowing a density of _____ units per acre, and the following other applicable conditions: _____

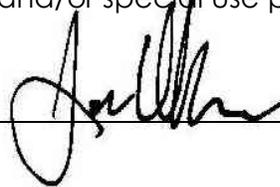
Other Descriptive Information:

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



JASON WILKINS

Printed Name

CIVIL ENGINEER

Title of Local Official or Civil Engineer

804-748-9011

Phone:

04/15/2024

Date:

NOTES TO LOCALITY:

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.

Tab H:

Attorney's Opinion (MANDATORY)

Date June 18, 2024

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Hazel Hill Apartments

Name of Owner: Fredericksburg Preservation Partners LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated June 18, 2024 (of which this opinion is a part) (the “**Application**”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits (“**Credits**”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “**Code**”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “**Regulations**”).

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. Assuming the tax-exempt bonds financing the Development are issued within 730 days of Virginia Housing’s acknowledgement of receipt of the Development’s complete tax-exempt bond financing application, 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. Nothing in this opinion should

be taken as any assurance or indication that Virginia Housing will issue bonds to finance the Development within such time period.

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

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

[remainder of page intentionally blank; signature follows]

Virginia Housing

Klein Hornig LLP

By: 

Eric Herrmann

Title: Partner

Tax-Exempt Version

KH 1148799.6

www.kleinhornig.com



Attorney's Opinion Letter – TAX EXEMPT VERSION

(This Form Must Be Included With Application)

~~This Opinion Must Be Submitted Under Law Firm's Letterhead – Any changes to the form of opinion other than filing in blanks or making the appropriate selections in bracketed language must be accompanied by a black-lined version indicating all additional changes to the opinion. Altered opinions will still be subject to acceptance by the Authority.~~

Date June 18, 2024

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Hazel Hill Apartments

Name of Owner: Fredericksburg Preservation Partners LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated June 18, 2024 (of which this opinion is a part) (the "**Application**") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("**Credits**") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Code**"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "**Regulations**").

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

Tax-Exempt Version

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 the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

~~2. [Select One]~~

~~The~~

2. Assuming the tax-exempt bonds financing the Development are issued within 730 days of Virginia Housing's acknowledgement of receipt of the Development's complete tax-exempt bond financing application, 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.

~~Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in~~ Nothing in this opinion should be taken as any assurance or indication that Virginia Housing will issue bonds to finance the Development within such ~~calculations~~ time period.

~~3. [Select One]~~

3. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

~~The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.~~

4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
5. ~~[Delete if inapplicable]~~ The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
6. ~~[Delete in inapplicable]~~ The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.



7. ~~[Delete if inapplicable]~~ It is more likely than not that the representations made in the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.

8. ~~[Delete if inapplicable]~~ After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

~~Firm Name~~

[\[remainder of page intentionally blank; signature follows\]](#)



Virginia Housing

Klein Hornig LLP

By: _____

~~Its: _____~~

~~_____ Title _____~~

Eric Herrmann

Title: Partner

Tax-Exempt Version

Document comparison by Workshare Compare on Wednesday, July 3, 2024
7:05:20 PM

Input:	
Document 1 ID	file:///C:/Users/lacohen/OneDrive - Klein Hornig LLP/Downloads/HH EQUITY LIHTC OP VHDA Attorneys Opinion (3).docx
Description	HH EQUITY LIHTC OP VHDA Attorneys Opinion (3)
Document 2 ID	C:/Users/lacohen/AppData/Local/Temp/Workshare/tmpBC06/HH EQUITY LIHTC OP VHDA Attorneys Opinion (1).docx
Description	HH EQUITY LIHTC OP VHDA Attorneys Opinion (1)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	35
Deletions	22
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	57
---------------	----

Adam Cohen

From: Gardner, Everett <Everett.Gardner@virginiahousing.com>
Sent: Wednesday, July 3, 2024 3:42 PM
To: Eric Herrmann
Cc: Adam Cohen; Erik Hoffman
Subject: RE: Request for review of deal-specific modification to form of Attorney's Opinion for application
Attachments: Redline - HH EQUITY LIHTC OP VHDA Attorneys Opinion-1148799-v4 and HH EQUITY LIHTC OP VHDA Attorneys Opinion-1148799-v6.pdf

Good afternoon, Eric:

The attached revision you proposed has been approved for this transaction only, provided that you also add the following language to emphasize a point that will be communicated to the Mortgagor on the financing side as well: *“Nothing in this opinion should be taken as any assurance or indication that Virginia Housing will issue bonds to finance the Development within such time period.”*

Additionally, please note that Virginia Housing’s acceptance of the modification as described above should not be construed as confirmation of the date Virginia Housing acknowledged receipt of the full bond application. Additional research is required to verify that specific date, but staff feel comfortable enough to proceed here with the date you identified.

Thanks,

Everett

Everett M. Gardner (he/him)
Associate Deputy Counsel
Everett.Gardner@VirginiaHousing.com
601 S. Belvidere Street, Richmond, VA 23220
Office: (804) 343-5931
VirginiaHousing.com

From: Eric Herrmann <eherrmann@kleinhornig.com>
Sent: Tuesday, July 2, 2024 5:23 PM
To: Gardner, Everett <Everett.Gardner@virginiahousing.com>
Cc: Adam Cohen <acohen@kleinhornig.com>; Erik Hoffman <EHoffman@kleinhornig.com>
Subject: RE: Request for review of deal-specific modification to form of Attorney's Opinion for application

CAUTION: This email originated from outside of Virginia Housing. Use caution when clicking on links or opening attachments.

Hi Everett,

Our client submitted the application by uploading it to VH’s portal and the documents are time stamped as of December 9, 2022. Our client received the attached email from VH confirming the application was “complete” (in the email exchange, Paul Browne explains the significance of this confirmation in connection with the project’s QCT status). With respect to how I counted the 730 days, I did take the leap year into account, which is why we understand the last day the bonds can be issued to be December 8, 2024 rather than December 9, 2024. Please let me know if you believe this is mistaken.

Thanks,
Eric

Out-of-office Alert: I will be out of the office on vacation Wednesday, July 3 through Friday, July 5.

Klein Hornig LLP

ERIC HERRMANN | 1325 G Street NW, Suite 770 | Washington DC 20005

D 202 926 3407 | **T** 202 926 3400 | **F** 202 926 3401 | eherrmann@kleinhornig.com | www.kleinhornig.com

CONFIDENTIAL AND PROPRIETARY: This email may contain confidential and privileged material from Klein Hornig LLP for the sole use of the intended recipient. If you are not the intended recipient, we respectfully request that you contact the sender to notify us of the error and that you delete all copies of this email and any attachments. Thank you.

From: Gardner, Everett <Everett.Gardner@virginiahousing.com>

Sent: Tuesday, July 2, 2024 4:33 PM

To: Eric Herrmann <eherrmann@kleinhornig.com>

Cc: Adam Cohen <acohen@kleinhornig.com>; Erik Hoffman <EHoffman@kleinhornig.com>

Subject: RE: Request for review of deal-specific modification to form of Attorney's Opinion for application

Good afternoon, Eric:

I can confirm that it's in process. Because this question necessarily involves tax-exempt bond issues, Virginia Housing's bond counsel reviewed and commented over the weekend, and I am now awaiting a response from the business unit before I can convey any official answer.

Considering a recent issue encountered on unrelated transactions, I believe internal staff are in the process of trying to verify the outside closing date of the bonds on their end before agreeing to accept this modification. I don't know precisely where they are in that process and whether it would at all speed up discussion, but I'd be happy to pass along any additional information you can share documenting how you arrived at your date (more specifically, evidence of the initial application submission date along with how you counted the 720 days, taking into account the leap year).

Again, I can't make any promises, but it seems like having that information certainly couldn't hurt.

Thanks,

Everett

Everett M. Gardner (he/him)

Associate Deputy Counsel

Everett.Gardner@VirginiaHousing.com

601 S. Belvidere Street, Richmond, VA 23220

Office: (804) 343-5931

VirginiaHousing.com

From: Eric Herrmann <eherrmann@kleinhornig.com>

Sent: Tuesday, July 2, 2024 2:00 PM

To: Gardner, Everett <Everett.Gardner@virginiahousing.com>

Cc: Adam Cohen <acohen@kleinhornig.com>; Erik Hoffman <EHoffman@kleinhornig.com>

Subject: RE: Request for review of deal-specific modification to form of Attorney's Opinion for application

CAUTION: This email originated from outside of Virginia Housing. Use caution when clicking on links or opening attachments.

Hi Everett,

Sorry to pester—I recognize we only submitted this on Thursday, but our client is eager to get their application submitted, in light of the tight closing timeframe, and our opinion is the last piece they need. If you could give me an estimate on when we'll have a response regarding the modified language that I can share with my client, I'd be grateful.

Thanks,
Eric

Out-of-office Alert: I will be out of the office on vacation Wednesday, July 3 through Friday, July 5.

Klein Hornig LLP

ERIC HERRMANN | 1325 G Street NW, Suite 770 | Washington DC 20005

D 202 926 3407 | **T** 202 926 3400 | **F** 202 926 3401 | eherrmann@kleinhornig.com | www.kleinhornig.com

CONFIDENTIAL AND PROPRIETARY: This email may contain confidential and privileged material from Klein Hornig LLP for the sole use of the intended recipient. If you are not the intended recipient, we respectfully request that you contact the sender to notify us of the error and that you delete all copies of this email and any attachments. Thank you.

From: Gardner, Everett <Everett.Gardner@virginiahousing.com>

Sent: Friday, June 28, 2024 8:29 PM

To: Eric Herrmann <eherrmann@kleinhornig.com>

Cc: Adam Cohen <acohen@kleinhornig.com>; Erik Hoffman <EHoffman@kleinhornig.com>

Subject: Re: Request for review of deal-specific modification to form of Attorney's Opinion for application

Eric, I'll reach out internally and get back with you as soon as possible.

Thanks,

Everett

Everett M. Gardner (he/him)

Associate Deputy Counsel

Everett.Gardner@VirginiaHousing.com

601 S. Belvidere Street, Richmond, VA 23220

Office: (804) 343-5931

VirginiaHousing.com

From: Eric Herrmann <eherrmann@kleinhornig.com>

Sent: Friday, June 28, 2024 4:48 PM

To: Gardner, Everett <Everett.Gardner@virginiahousing.com>

Cc: Adam Cohen <acohen@kleinhornig.com>; Erik Hoffman <EHoffman@kleinhornig.com>

Subject: RE: Request for review of deal-specific modification to form of Attorney's Opinion for application

You don't often get email from eherrmann@kleinhornig.com. [Learn why this is important](#)

CAUTION: This email originated from outside of Virginia Housing. Use caution when clicking on links or opening attachments.

Hi Everett,

The complete application was submitted on December 9, 2022, so the last day to issue the bonds in order to preserve the basis boost is December 8, 2024. Just to confirm, do you know when we'll get confirmation on whether the revised language is approved? Do we need to reach out to anyone else about that, or do you coordinate internally?

Thanks,
Eric

Klein Hornig LLP

ERIC HERRMANN | 1325 G Street NW, Suite 770 | Washington DC 20005

D 202 926 3407 | T 202 926 3400 | F 202 926 3401 | eherrmann@kleinhornig.com | www.kleinhornig.com

CONFIDENTIAL AND PROPRIETARY: This email may contain confidential and privileged material from Klein Hornig LLP for the sole use of the intended recipient. If you are not the intended recipient, we respectfully request that you contact the sender to notify us of the error and that you delete all copies of this email and any attachments. Thank you.

From: Gardner, Everett <Everett.Gardner@virginiahousing.com>

Sent: Friday, June 28, 2024 12:43 PM

To: Eric Herrmann <eherrmann@kleinhornig.com>

Cc: Adam Cohen <acohen@kleinhornig.com>; Erik Hoffman <EHoffman@kleinhornig.com>

Subject: RE: Request for review of deal-specific modification to form of Attorney's Opinion for application

Good afternoon, Eric:

Would you please more specifically identify the time period to which you're opining? In other words, when do you believe the clock started in 2022 and what is the latest date the bonds could close for the basis boost to still apply?

I won't ultimately have the final say on whether revised language will be approved, but note that my recommendation will be that if Virginia Housing accepts this change that the 42m letter should be modified to expire no later than the date you identify.

Thanks,

Everett

Everett M. Gardner (he/him)

Associate Deputy Counsel

Everett.Gardner@VirginiaHousing.com

601 S. Belvidere Street, Richmond, VA 23220

Office: (804) 343-5931

VirginiaHousing.com

From: Eric Herrmann <eherrmann@kleinhornig.com>

Sent: Thursday, June 27, 2024 2:55 PM

To: Gardner, Everett <Everett.Gardner@virginiahousing.com>

Cc: Adam Cohen <acohen@kleinhornig.com>; Erik Hoffman <EHoffman@kleinhornig.com>

Subject: Request for review of deal-specific modification to form of Attorney's Opinion for application

You don't often get email from eherrmann@kleinhornig.com. [Learn why this is important](#)

CAUTION: This email originated from outside of Virginia Housing. Use caution when clicking on links or opening attachments.

Hi Everett,

I hope you're doing well. Our client NHT Communities is preparing to submit a 4% application in the upcoming round and we will be providing the attorney opinion. The project was formerly in a Qualified Census Tract (as of 2022) but is no longer. VHDA acknowledged receipt of a complete bond application in 2022. Thus, under the applicable IRS rules the project remains eligible for the 30% basis boost as long as the bonds are issued within 730 days of the date VHDA received the bond application. To address these circumstances, we would like modify opinion #2 of the form of Attorney's Opinion as shown in the attached redline. Would you kindly confirm if this modification is acceptable before we finalize the opinion for submission with the application?

Thank you,

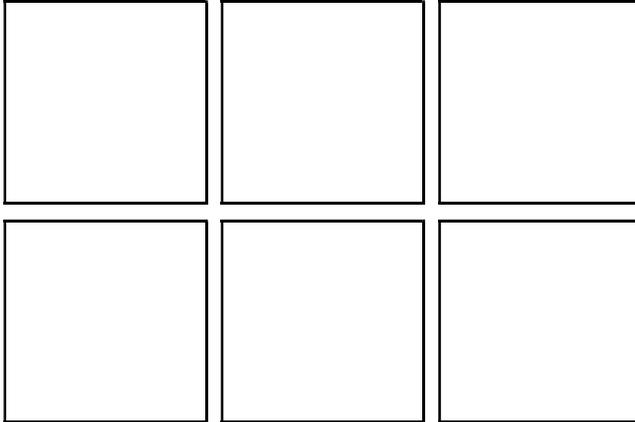
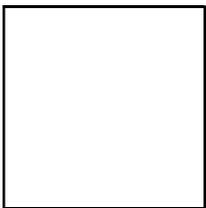
Eric

Klein Hornig LLP

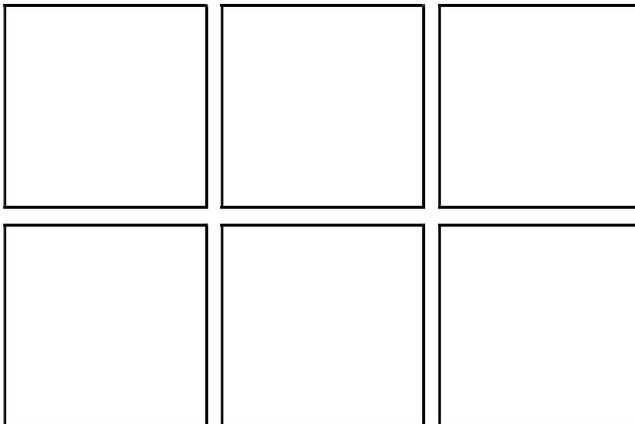
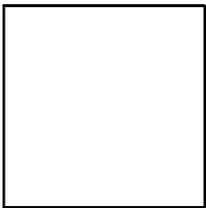
ERIC HERRMANN | 1325 G Street NW, Suite 770 | Washington DC 20005

D 202 926 3407 | **T** 202 926 3400 | **F** 202 926 3401 | eherrmann@kleinhornig.com | www.kleinhornig.com

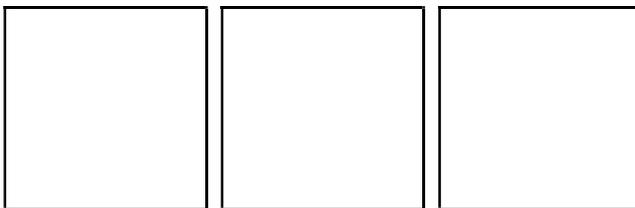
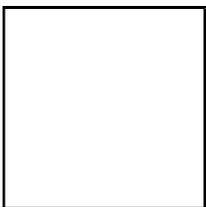
CONFIDENTIAL AND PROPRIETARY: This email may contain confidential and privileged material from Klein Hornig LLP for the sole use of the intended recipient. If you are not the intended recipient, we respectfully request that you contact the sender to notify us of the error and that you delete all copies of this email and any attachments. Thank you.



[Subscribe to eNews](#)



[Subscribe to eNews](#)





June [], 2024

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

RE: 2024 Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Hazel Hill Apartments

Name of Owner: Fredericksburg Preservation Partners LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated [June], 2024 (of which this opinion is a part) (the “**Application**”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits (“**Credits**”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “**Code**”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “**Regulations**”).

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

~~{Pick 2 or 3}~~

2. The Assuming the tax-exempt bonds financing the Development are issued within 730 days of Virginia Housing’s acknowledgement of receipt of the Development’s complete tax-exempt bond financing application, 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

Tax-Exempt Version



in the development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

~~3. Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.~~

~~{Pick 4 or 5}~~

3. ~~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 information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.~~

4. ~~6.~~ The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.

5. ~~7. [Delete if inapplicable]~~ The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.

6. ~~8. [Delete in inapplicable]~~ The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

7. ~~9. [Delete if inapplicable]~~ It is more likely than not that the representations made in the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.

8. ~~10. [Delete if inapplicable]~~ After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

[\[remainder of page intentionally blank; signature follows\]](#)

[Virginia Housing](#)
[June \[\], 2024](#)

Klein Hornig LLP

By: _____
Eric Herrmann
Title: Partner

[Tax-Exempt Version](#)

[KH 1148799.6](#)



Document comparison by Workshare Compare on Tuesday, June 25, 2024
 10:23:55 PM

Input:	
Document 1 ID	iManage://cloudimanager.com/KHDOCS/1148799/4
Description	#1148799v4<cloudimanager.com> - HH EQUITY LIHTC OP VHDA Attorneys Opinion
Document 2 ID	iManage://cloudimanager.com/KHDOCS/1148799/6
Description	#1148799v6<cloudimanager.com> - HH EQUITY LIHTC OP VHDA Attorneys Opinion
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	23
Deletions	20
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	43

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)

Appendices continued

Nonprofit Questionnaire

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

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

1. General Information

- a. Name of development Hazel Hill Apartments
- b. Name of owner/applicant Fredericksburg Preservation Partners LLC
- c. Name of nonprofit entity NHT Communities (FKA National Housing Trust - Enterprise Preservation Corp)
- d. Address of principal place of business of nonprofit entity
1101 Connecticut Ave NW, Suite 700
Washington, DC 20036

Indicate funding sources and amount used to pay for office space

Net income generated from real estate development, energy development and delivery, and CDFI lending services.

- e. Tax exempt status 501(c)(3) 501(c)(4) 501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) June 23, 1999
 Evidenced by the following documentation NHTE Articles of Incorporation and Certificate of Incorporation. The organization changed it's name to NHT Communities as reflected in the Articles of Amendment dated January 8, 2019. All documents are available upon request.
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) November 10, 1999
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) Pursuant to Clause 3 of the Articles of Incorporation the corporation shall promote the long-term preservation of decent, safe, and affordable housing for low income persons and families.
- i. Expected life (in years) of nonprofit In perpetuity

Appendices continued

- j. Explain the anticipated future activities of the nonprofit over the next five years:
 Double NHTC's volume of affordable housing projects closed, complete a racial equity self-assessment,
 certify at least 75% of new project as EGC+ or higher, increase resident engagement in development process.
- k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? 55
 How many part time, paid staff members? 3
 Describe the duties of all staff members:
 NHTC's staff does a variety of duties related to the development, preservation, financing, and management of multifamily affordable rental housing, as well as accounting, Human Resources, and office management.
 NHT, the parent nonprofit, engages in policy work, lending, and provision of resident services.
- l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?
 YES NO If yes, explain in detail: _____
- m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?
0-4 at any given time, not including boards of NHT Communities and National Housing Trust.
- n. What are the sources and manner of funding of the nonprofit? (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.
 Based on NHT's most recent Form 990 (2022) funding comes from the following sources:
Government grants (contributions) (89%), investment income (6%), program service fees (5%).
- o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses NHTC's board list is included as Exhibit A

Appendices continued

2. Nonprofit Formation

a. Explain in detail the genesis of the formation of the nonprofit: _____
 NHT Communities was formed in 1999 by National Housing Trust (NHT) to focus on the preservation of
 expiring use affordable housing properties. NHT desired to have an affiliated development entity to put the
 Trust's policy efforts into practice.

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

YES NO If yes, explain in detail: _____

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

YES NO If yes, explain in detail: _____

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

YES NO If yes, explain in detail: _____

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

YES NO If yes, explain in detail: _____

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

YES NO

Appendices continued

- g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) Since 1999, NHT Communities has preserved nearly 10,000 units of affordable housing in 15 states and the District of Columbia. Some of the early preservation work was completed through consulting or joint venture relationships with other affordable housing owners and developers, as well as the National Housing Trust. NHTC owns more than 3.8k units of affordable housing.
- h. If you included in your answer to the previous question information concerning any related nonprofit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit. National Housing Trust was formed as a policy and advocacy organization and received its 501(c)(3) determination on 12/30/86. NHT's period of duration is perpetual. The mission of NHT is to conserve affordable housing to persons of low and moderate income. The President of NHT is on the board of NHT Communities.

3. Nonprofit Involvement

- a. Is the nonprofit 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 nonprofit own at least 10% of the general partnership/owning entity?

YES NO

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

YES NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest The nonprofit will have a 55% interest in the managing member, the other 45% member will be another nonprofit. NHTC will be responsible for the day to day development oversight and asset management.

- b. (i) Will the nonprofit be the managing member or managing general partner?

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

An NHTC controlled subsidiary, Fredericksburg Preservation Manager LLC, will be the general partner. This entity comprised of NHT Communities (55%) and another nonprofit (45%).

- (ii) Will the nonprofit be the managing member or own more than 50% of the general partnership interest? YES NO

Appendices continued

c. Will the nonprofit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity? YES NO

If yes, where in the partnership/operating agreement is this provision specifically referenced?

The partnership agreement for the LIHTC transaction has not been drafted, but the final version will include VH's mandatory provisions related to the option or right of first refusal.

Recordable agreement attached to the Tax Credit Application as TAB V?

If no at the end of the compliance period explain how the disposition of the assets will be structured:
The Right of First Refusal is attached as Tab V.

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

YES NO If yes,

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

NHTC will coordinate and supervise all aspects of the development of the property including collaboration with architects, engineers, general contractor, lenders and others. NHTC will also monitor construction for quality assurance and Virginia Housing compliance.

(ii) Describe the nature and extent of the nonprofit'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):

NHTC, through Fredericksburg Preservation Partners LLC, will actively manage the asset and supervise the work of a VH-approved third-party management company that will be responsible for daily operations and maintenance.

(iii) Will the nonprofit 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 :

NHT Communities will invest thousands of hours in all aspects of the development, but specifically will invest over 500 hours towards the financial structuring and closing of the development, including securing a HAP contract renewal and a HUD Green and Resilient Retrofit Program award.

Appendices continued

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

The property was originally constructed in 1974 and NHT Communities acquired and renovated the property in 2005 using tax-exempt bonds and 4% LIHTCs. The investor member of the current owner, Fredericksburg Affordable Housing Limited Partnership, exited the partnership in 2023. It has been nearly 20 years since the property was last renovated and it is need of significant capital improvements in order to ensure it continues to provide quality affordable housing to 147 households.

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

At LIHTC closing the 0.01% Member will be Fredericksburg Preservation Manager LLC. This entity will be comprised of NHT Communities (55%) and Enterprise Community Development, Inc. (45%).

g. If this is a joint venture, (i.e. the nonprofit 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.

NHTC will be responsible for the day-to-day development activities and management of the development.

ECD will be a passive partner.

h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development? YES NO If yes,

(i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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

N/A

Appendices continued

i. Will the nonprofit 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.

j. Will any portion of the developer's fee which the nonprofit 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.

Joseph Browne Development Associates is serving as a tax credit consultant. The JBDA fee will be paid out of the developer fee. The JBDA fee totals \$85,000 and will be paid in full by the closing of the LIHTC transaction.

k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

YES NO If yes, explain:

l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

YES NO If yes, explain:

Appendices continued

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

N/A

- n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development? YES NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

NHTC works with a number of local nonprofit organizations and educational institutions to provide services.

Current partners include University of Mary Washington, Fredericksburg Public Schools, Downtown Greens,

Greater Fredericksburg Habitat for Humanity, Rappahannock Goodwill Industries, Rappahannock Healthy

Generations, Hazel Hill Healthcare Project, Toys for Tots. All of these services are provided to Hazel Hill

for free and Hazel Hill does not provide any compensation to these nonprofits.

4. Virginia and Community Activity

- a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?

YES NO

- b. Define the nonprofit's geographic target area or population to be served:

NHT Communities is national in scope but has a current footprint of owned and developed projects as follows:

District of Columbia, Virginia, Maryland, Pennsylvania, Connecticut, South Carolina, Georgia, Illinois, Iowa, Ohio

Minnesota, Tennessee, and Florida

- c. Does the nonprofit or, if applicable, related nonprofit 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:

NHT Communities, though Fredericksburg Affordable Housing Limited Partnership, has owned and operated

Hazel Hill since 2005. A robust offering of resident services are provided to the residents of Hazel Hill

through a variety of partnerships with community serving nonprofit partners.

Appendices continued

- d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing? YES NO If yes, explain
 The NHT Communities by-laws allow for the formation of advisory boards. Currently there are no advisory boards made up of low income or program beneficiaries to advise on nonprofit design, location of sites , or development and management of affordable housing.
- e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?
 YES NO
- f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?
 YES NO If yes, explain:
 NHTC works with a number of local nonprofit organizations and educational institutions to provide services. Current partners include University of Mary Washington, Fredericksburg Public Schools, Downtown Greens, Greater Fredericksburg Habitat for Humanity, Rappahannock Goodwill Industries, Rappahannock Healthy Generations, Hazel Hill Healthcare Project, Toys for Tots. All of these services are provided to Hazel Hill for free and Hazel Hill does not provide any compensation to these nonprofits.
- g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? YES NO
 If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:
 NHTC has held one resident meeting and will hold at least two more to keep the residents informed of the planned redevelopment. The resident meeting was held on January 30, 2034
- h. Are at least 33% of the members of the board of directors representatives of the community being served? YES NO If yes,
 (i) Low-income residents of the community? YES NO
 (ii) Elected representatives of low-income neighborhood organizations? YES NO
- i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?
 YES NO

Appendices continued

j. Does the board of directors hold regular meetings which are well attended and accessible to the target community? YES NO If yes, explain the meeting schedule:

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

l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses? YES NO If yes, explain in detail:

m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

YES NO If yes, explain:

n. Has the nonprofit 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 nonprofit'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).

Details of these joint venture projects are proprietary. This information can be provided directly to VHDA upon request.

Appendices continued

o. Has the nonprofit 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).

See the list of LIHTC Developments (Schedule A) in Tab D. Additional information available upon request.

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

This development received an allocation of tax credits in 2005 and has completed the initial compliance period.

q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?

YES NO If yes, explain:

Yes, NHT Communities has received tax credit allocations for:

Friendship Court, Hazel Hill, Buckingham Gardens (parcel A), Buckingham Village (parcel B).

r. Has the nonprofit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?

YES NO If yes, explain the need identified:

s. Has the nonprofit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?

YES NO If yes, explain the plan:

Appendices continued

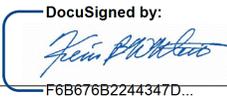
5. Attachments

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

The undersigned Owner and nonprofit 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 nonprofit participation contained in the Plan or Section 42 of the Internal Revenue Code.

5/31/2024
Date _____

Owner/Applicant Fredericksburg Preservation Partners LLC

By Kevin B.W. White  _____
F6B676B2244347D...

Its Manager _____
Title

5/31/2024
Date _____

NHT Communities

By Mary Tingerthal  _____
5BB1E234E9FE402...
Nonprofit

Board Chairman

By Priya Jayachandran  _____
8ED7C2A7209E472...

Executive Director

NHT Communities

Board of Directors

as of April 18, 2024

The NHT Communities Board of Directors is responsible for establishing organizational policies and reviewing and approving annual budgets and business plans. All decisions which could have a material impact on the organization's reputation or financial stability are made by the Board.

- Priya Jayachandran**
National Housing Trust
1101 30th Street, NW, Suite 100A
Washington, DC 20007
(202) 333-8931, ext. 11
pjayachandran@nhtinc.org
On Board since February 8, 2018
- Mary Tingerthal**
Retired Commissioner,
Minnesota Housing Finance Agency
1490 Mississippi River Blvd.
St. Paul, MN 55116
(312)953-3623
marytingerthal@usa.net
On Board since October, 2007.
- Yusef Freeman**
Partner, Real Estate
The Vistria Group
(415) 361-8835
yusef.freeman@gmail.com
Appointed to Board February 3, 2020
- Ismael Guerrero**
President and CEO
Mercy Housing
1600 Broadway, Ste. 2000
Denver, CO 80202
(303) 830-6230
ismael.guerrero@mercyhousing.org
Appointed to Board February 3, 2020
- Lucy Arellano Baglieri**
Chief Strategy Officer & Sr. Vice President
LIIF
49 Stevenson Street, Suite 300
San Francisco, CA 94105
(415) 489-6157 ext. 357
lucyarellanob@gmail.com
Appointed to Board June 30, 2021
- Caroline Horton**
Chief Financial Officer
Aeon
901 North 3rd Street, Ste. 150
Minneapolis, MN 55401
(612) 341-3148
CHorton@aeon.org
Appointed to Board January 27, 2023

Officers:

Priya Jayachandran – President
Kevin White – Vice President
Nicole Prorock -- Treasurer
Amina Pookrum – Secretary

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

**Hazel Hill Apartments
Temporary Relocation Plan
April 18, 2024**

Prepared for National Housing Trust (NHT) Communities

Prepared by HousingToHome, LLC



HousingToHome, LLC (HTH) | www.housingtohome.com | 50 Summer St. Boston, MA 02110 | 617-804-0154

TABLE OF CONTENTS

I. DEFINITIONS	2
II. INTRODUCTION	4
III. PROJECT DESCRIPTION	5
IV. RESIDENT RELOCATION & PLAN	6
i. Resident Demographics	6
ii. Relocation Plan for Affected Households	7
iii. Relocation Assistance and Benefits	8
iv. Advisory Services and Resident Relocation Assessment	9
v. Ongoing Resident Communication and Notices	11
vi. Record Keeping and Resident Log	12
V. APPEALS	12
ATTACHMENT A: GENERAL INFORMATION NOTICE (GIN) AND NOTICE OF NONDISPLACEMENT	14
ATTACHMENT B: 30-Day Temporary Move Notice	17

I. DEFINITIONS

1. Affected Residents - All households living at Hazel Hill Apartments as of the date that the General Information Notice is sent.
2. Area Median Income (AMI) - The midpoint of a region's income distribution, meaning that half of households in a region earn more than the median and half earn less than the median. A household's income is calculated by its gross income, which is the total income received before taxes and other payroll deductions.
3. Development Team - National Housing Trust (NHT) Communities.
4. Elderly Person - Person 62 years of age or older.
5. Housing Assistance Payment (HAP) Contract - HUD provides Section 8 rental subsidies to the project in an amount equal to the difference between the HUD approved rent (the contract rent) for a particular assisted unit and the HUD required rental contribution from eligible resident families.
6. HOME Investment Partnerships Program (HOME) - Provides formula grants to states and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.
7. HousingToHome (HTH) - A highly experienced national firm that specializes in relocation, resident engagement, community building, and consulting services. HTH provides services for affordable and mixed-income owners undertaking a renovation or redevelopment project. HTH wrote the Hazel Hill Apartments Relocation Plan and is providing relocation services to National Housing Trust (NHT) Communities at Hazel Hill Apartments.
8. Low-Income Housing Tax Credit (LIHTC) - Created by the Tax Reform Act of 1986, the LIHTC program gives State and local LIHTC-allocating agencies the equivalent of approximately \$8 billion in annual budget authority to issue tax credits for the acquisition, rehabilitation, or new construction of rental housing targeted to lower-income households.
9. Permanent Relocation - When residents are required to relocate for a period of more than 12 months as a result of demolition, acquisition, redevelopment or rehabilitation.
10. Rehabilitation - The act or process of expanding, remodeling, altering or renovating apartments and common areas within a housing development.
11. Relocation Manager - Representative of HousingToHome (HTH), the Relocation Specialist, whose specific task is to relocate each resident as a result of the rehabilitation of Hazel Hill Apartments as well as monitor and coordinate all temporary relocation activity and implement the relocation plan to ensure compliance with applicable relocation regulations, guidelines and laws.

12. Relocation Unit - An on-site or off-site decent, safe and sanitary vacant apartment that will house residents who must relocate temporarily or an on-site renovated vacant apartment that will house residents who transfer there permanently.
13. Temporary Move - When residents must relocate for less than one year or transfer permanently to a comparable unit on-site.
14. The United States Department of Housing and Urban Development (HUD) - The Federal agency responsible for national policy and programs that address America's housing needs, that improve and develop the Nation's communities, and enforce fair housing laws. HUD's business is helping create a decent home and suitable living environment for all Americans, and it has given America's communities a strong national voice at the Cabinet level.
15. Uniform Federal Accessibility Standards (UFAS) - Uniform standards for the design, construction and alteration of buildings so that physically handicapped persons will have ready access to and use of them.
16. Uniform Relocation Act (URA) - A federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displaced persons from their homes, businesses, or farms. The URA's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects.
17. Virginia Housing - formerly the Virginia Housing Development Authority, is a self-supporting, not-for-profit organization created by the Commonwealth of Virginia in 1972, to help Virginians attain quality affordable housing.

II. INTRODUCTION

Hazel Hill Apartments was built in 1971 with 147 garden style family units and has a 145-unit Housing Assistance Payment (HAP) contract. The property is located at 100 Princess Anne Street Fredericksburg, Virginia 22401. By early 2004, the property had twice failed U.S. Department of Housing and Urban Development (HUD) property inspections. The owner was facing foreclosure and residents, many of whom had lived in their homes for thirty years, were facing displacement. With housing prices skyrocketing in the city, losing these homes would have been a serious setback for the community. National Housing Trust (NHT) Communities acquired the property in July 2004 and completed a 4% LIHTC-financed renovation in 2006.

NHT Communities' vision is for all people to have affordable, safe, and sustainable homes that allow them to thrive unburdened by the harmful effects of climate change, racism, and systemic barriers to opportunity. To achieve this vision, NHT Communities has developed a Strategic Plan focused on four key pillars: Affordability, Opportunity, Sustainability, and Racial Equity. To this end, NHT Communities has participated in the preservation and improvement of more than 42 communities comprising nearly 5,000 affordable units in 13 states and the District of Columbia. Today, they own over 4,200 units in 35 properties.

NHT Communities plans to rehabilitate the Hazel Hill Apartments. The substantial renovation includes upgrading most building systems including heating, ventilation, and air conditioning systems (HVAC), roofs, windows, addition of dishwashers, parking lot resurfacing, energy efficiency upgrades, flooring, kitchen cabinetry and counters, site lighting, playground upgrade, and building a new management/community center/maintenance building.

The rehabilitation project at Hazel Hill Apartments will require off-site temporary relocation for the residents at the property in order to complete this work. Safe and thoughtful resident relocation is a priority for NHT Communities, and, for this reason, we have engaged HousingToHome as our relocation firm. HousingToHome (HTH) is a national relocation firm, and their co-founders have extensive experience in relocation in Washington, DC, Maryland and Virginia. HTH's leadership has much experience in executing all types of relocation across the country including temporary, occupied/resident in-place, permanent relocation as well as consulting services. We currently provide a range of relocation services to relocation projects throughout the United States including numerous properties in the D.C., Maryland, Virginia (DMV) area. HTH is highly knowledgeable about and up to date with the relocation rules and regulations for the Uniform Relocation and Real Properties Acquisition Act of 1970, as amended (URA), Section 18 Demolition/Disposition, and the Rental Assistance Demonstration (RAD) Program and other pertinent local, state, and federal guidelines. We are also very experienced in preparing and submitting Relocation Plans, notices, and all other required relocation documents to the United States Department of Housing and Urban Development (HUD) as well as other local and state entities including the Department of Housing and Community Development.

HTH has a commitment to high quality service to our clients and to the residents. HTH prides themselves on being on schedule and budget and having excellent communication and follow

through on our work. HTH strives to grow our business while at the same time having extremely knowledgeable, productive, and satisfied employees. HTH is a certified Women Business Enterprise (WBE). Diversity, Equity, and Inclusion (DEI) is a priority for us and is reflected in the staff who we hire as well as in the decisions that we make as a company.

HTH is committed to working with the Owner, NHT Communities, and every resident of Hazel Hill Apartments, along with their families, to ensure excellent attention to details in terms of relocation.

This Plan, written by HousingToHome, ensures that residents of Hazel Hill Apartments are treated fairly and in accordance with the Virginia Housing LIHTC Relocation rules and regulations including Virginia Code §55.1-1410 and with the Uniform Relocation Assistance and Real Property Act of 1970 (URA), implementing regulations at 49 CFR Part 24, the guidelines set forth in HUD Handbook 1378 on Tenant Assistance Relocation and Real Property Acquisition.

People of contact for this relocation plan are as follows:

Ownership

Hussen Ibrahim, Senior Asset Manager
NHT Communities
1101 Connecticut Ave, NW Suite 700
Washington, DC 20036
Direct 202-742-4302
hibrahim@nhtinc.org

Relocation Consultant

Katie Provencher, Cofounder
HousingToHome (HTH)
50 Summer St Boston, MA 02110
Cell 617-293-6572
katie@housingtohome.com

A copy of this Relocation Plan will be available to all residents of Hazel Hill Apartments. Copies of the plan will be provided at the Community Building located onsite at 100 Princess Anne Street Fredericksburg, Virginia 22401.

III. PROJECT DESCRIPTION

Hazel Hill Apartments is located at 100 Princess Anne Street Fredericksburg, Virginia 22401 and has 147 garden style family units. NHT Communities acquired the property in July 2004 and completed a 4% LIHTC-financed renovation in 2006. NHT Communities plans to recapitalize Hazel Hill

Apartments in December 2024 and rehabilitate the property in 2025. The rehabilitation is anticipated to take approximately 18 months to complete it.

Hazel Hill Apartments comprises 25 one-bedroom units, 88 two-bedroom units, and 30 three-bedroom units and 4 four-bedroom units. The one-bedroom units are approximately 846 square feet; the two-bedrooms are 966 square feet; the three-bedrooms are 1,086 square feet; and the four-bedrooms are 1,206 square feet. NHT Communities are contemplating adding a half bathroom to the three townhouse units, a full bathroom to the three and four bedroom flat units. Eight (8) units will be converted to UFAS/ADA units as well as two (2) units converted to visual/audio impaired accessible units. Other than that, there are no projected changes to the current unit mix at the property.

NHT Communities plans to rehabilitate the Hazel Hill Apartments. The substantial renovation includes upgrading most building systems including heating, ventilation, and air conditioning systems (HVAC), roofs, windows, addition of dishwashers, parking lot resurfacing, energy efficiency upgrades, flooring, kitchen cabinetry and counters, site lighting, playground upgrade, and a new management/community center/maintenance building.

Sources of funding for this project include:

- Tax-exempt bonds from Virginia Housing (VH)
- The HUD Green and Resilient Retrofit Program (GRRP)
- VH ASNH Housing Innovations in Energy Efficiency (HIEE)
- VH ASNH National Housing Trust Fund (NHTF)
- VH ASNH Virginia Housing Trust Fund (VHTF)
- VH HOME fund
- Low Income Housing Tax Credit (LIHTC)
- Seller financing

IV. RESIDENT RELOCATION & PLAN

i. Resident Demographics

As of March 2024, there are 146 out of the 147 units occupied and 1 vacancy at the property.

Demographics of the residents at Hazel Hill Apartments, based on 2024 data, include:

- 60% of households report a female head of household and 40% report a male head of household.
- 5% of households report a disability in the household.
- 92% of residents report being not hispanic or latino and 8% report being hispanic and latino.

- 54% of households have children and 46% have no children.

ii. Relocation Plan for Affected Households

NHT Communities plans to close on financing for the rehabilitation at Hazel Hill Apartments at the end of 2024. It is anticipated that the rehabilitation work at Hazel Hill Apartments will begin in the 1st Quarter of 2025 and take approximately 18 months to complete it. In order for the renovations to be completed at Hazel Hill Apartments, residents will need to temporarily relocate (move) with all of their belongings while their unit is being renovated. Their temporary relocation unit will be comparable to their current unit and be an off-site nearby unit. If there are vacant units available at the property NHT Communities will also consider using these vacant units as temporary relocation units but the majority of relocation units will be off-site.

NHT Communities anticipates 18 months of construction for residents at the property. There will be two buildings worked on at a time or approximately 20 units at a time. Households from these units will need to temporarily relocate off-site for about three months at a time. Construction will continue in phases similar to this size and length throughout the project. No residents will remain in their apartments during the renovation of their building. This is not an in-place renovation project.

The Team's goal is to be resident-focused and to minimize disruption for the residents of Hazel Hill Apartments as much as possible. There will be an on-site Relocation Manager who will work closely with residents and their families to provide any and all guidance and support needed throughout their temporary relocation. The Relocation Manager will oversee each move and assist each household with other move related tasks including the transferring of any utilities, phone/cable/internet service to and from their relocation unit.

Affected households will need to temporarily relocate to a relocation unit for approximately three months. Residents will temporarily move to a relocation unit with all of their furniture and belongings and upon the completion of renovations in their apartment return to their unit at Hazel Hill Apartments. Residents will be provided with boxes and packing materials to pack up their apartment and HTH's Relocation Manager will schedule, coordinate and supervise the moving of their packed belongings and furniture from their home to the temporary relocation unit and then back again using a licensed, bonded and insured professional moving company. HTH's Relocation Manager will also provide additional assistance such as arranging for packing and unpacking assistance to elderly residents, residents with disabilities and any other approved reasonable accommodation requests.

All housing will be in a clean and suitable condition that meets the standards maintained at Hazel Hill Apartments, and units will be of a size comparable to their current accommodations or that reflects the size of their household. The relocation units that residents move into will be cleaned before the resident moves into that unit. The unit that they move back into once the rehabilitation is complete will also be cleaned in a similar manner.

The households occupying the units undergoing the UFAS/ADA rehabilitation will require that the residents currently living in these units also temporarily relocate. Similar to the majority of households at Hazel Hill Apartments, residents will be required to temporarily relocate to an off-site nearby unit. HTH will coordinate packing/unpacking and moving assistance similar to all other households at Hazel Hill Apartments.

If residents want to stay with friends or family during their relocation period, they will be eligible to receive a stipend in lieu of a relocation unit and the moving and storage of their belongings will be arranged and paid for by NHT Communities.

Residents will not incur any increased housing costs due to their temporary relocation. Residents will need to continue to pay their monthly rent and follow all conditions of their current lease agreement. All residents that temporarily relocate will be able to return to their original unit after renovations or return to another suitable renovated apartment at Hazel Hill Apartments.

iii. Relocation Assistance and Benefits

NHT Communities will provide all affected households with temporary relocation rights and benefits in accordance with the Virginia Housing LIHTC Relocation rules and regulations including Virginia Code §55.1-1410 and with the Uniform Relocation Assistance and Real Property Act of 1970 (URA), implementing regulations at 49 CFR Part 24, the guidelines set forth in HUD Handbook 1378 on Tenant Assistance Relocation and Real Property Acquisition, and Section 104(d).

Residents will have the full support and assistance of a Relocation Manager to provide relocation services and to implement the relocation tasks outlined in this relocation plan. The Relocation Manager will have an office space, located at Hazel Hill Apartments, and work a flexible schedule generally between 9am and 5pm, Monday through Friday. The Relocation Manager will also be available evenings and weekends, as needed, to be accessible to all residents and their support networks. Residents and their families will have the opportunity to meet personally with the Relocation Manager, at their request, throughout the rehabilitation and relocation process.

NHT Communities will provide the following relocation assistance and benefits to residents and act as the main contact for residents regarding any questions, concerns or needs around their relocation and the renovation process:

- Meet with each household one-on-one (in whatever format makes residents feel most comfortable including by phone, in-person, virtually, etc.) to explain their relocation rights, benefits and complete a relocation assessment to best understand and assist residents through the renovation and relocation process, *see Section iv: Advisory Services and Resident Relocation Assessment.*

- Provide required notices in accordance with local, state, and federal laws and all verbal and written correspondence, in accordance with any translation/interpretation needs or other reasonable accommodation requests, regarding relocation updates, progress and other important information, *see Section v: Ongoing Resident Communication and Notices*.
- Be accessible to residents and their families for their questions or concerns and have business hours communicated to residents with contact information and an on-site office location.
- Notify residents of the option to meet outside of office hours.
- Provide appropriate counseling for residents who may be unable to read and understand notices.
- Ensure that residents have an appropriate relocation unit and that their needs are met while out of their home due to construction work.
- Understand and anticipate the needs of the residents and their families and be able to meet the special advisory services they may need.
- Inspect and treat any pest issues in residents' units.
- Assign temporary off-site relocation units to affected residents based on any reasonable accommodation needs.
- Arrange, schedule, and supervise the moving of affected residents' belongings to and from their temporary relocation unit. This includes distribution of packing materials as needed and monitoring the move(s).
- Move will be conducted by a licensed, bonded and insured moving company.
- Packing and unpacking assistance for elderly residents and residents with disabilities requiring such assistance.
- No additional housing costs will be incurred during relocation, whether it is to a temporary unrenovated apartment or permanently to a renovated apartment. Rent amounts will remain the same unless there is a change in the resident's income.
- HTH will also facilitate the transfer of any cable/phone/internet services, any other utilities, in-home services, deliveries, and USPS change of address, as needed.

All moving costs related to furniture and belongings will be scheduled and paid for from the construction/relocation budget. The project will pay all reasonable costs for the resident due to the relocation to either the temporary units or to the newly rehabilitated apartment, that are not expenses that would otherwise be incurred by a resident.

iv. Advisory Services and Resident Relocation Assessment

Relocation counseling and advisory services shall include community meetings at the site and virtual and personal interviews with each household and any designated friends, family and caregivers. The Relocation Manager will be responsible for conducting resident meetings; providing required resident notices and additional notices about renovations and relocation process; conducting mobility counseling; scheduling and coordinating moves; coordinating transfer of

services; conducting follow-up visits; communicating on an ongoing basis with residents as needed; and documenting all relocation activities.

The Relocation Manager will begin providing relocation advisory services and mobility counseling by conducting a comprehensive relocation needs assessment survey with each of the households (in whatever format makes residents feel most comfortable including by phone, in-person, virtually, etc.). The resident's family and caregivers are more than welcome to be a part of completing these surveys with the resident. During the assessment, Relocation Staff will explain the renovations, review resident's relocation benefits, and develop a relocation plan that works for the household. Relocation Staff will document the concerns and issues facing each resident with the aim of minimizing the adverse impacts of relocation.

The Resident Assessment process includes the following:

- Meet one on one with each household to establish their relocation plan based on their household's situation and needs. Identify any and all obstacles and/or issues that may impact relocation. Among the information collected in the assessment will include household composition, approved reasonable accommodations, pets, current in-home services, planned vacations/hospitalizations, etc.
- If the Head of Household does not speak English then the relocation staff will arrange for appropriate translation services.
- Discuss and evaluate the renovations planned for the apartment and identify furniture and belongings that may need to be packed and/or moved for renovations to occur. Relocation staff makes note of large furnishings, housekeeping issues, clutter, pest issues, and hoarding concerns.
- Determine elderly residents and residents with disabilities that will require packing and unpacking assistance.

Assessment Questions will include:

1. Head of Household (HOH) Full name
2. Apartment Number
3. Date of Assessment and method of assessment (phone/in person)
4. If HOH is not present, name and relationship to HOH
5. HOH Phone Number & Email
6. Language preferred for written and spoken communication if not English
7. Bedroom size
 - *Relocation Manager to record and not ask: Under/Over housed*
8. Alternate/Emergency Contact Name & Info

9. Total number of Household Members
10. Confirm household members names, ages and relationship to head of household
11. Identify School-Aged Kids in home and current avenue of learning (virtual/in person)
 - Name and location of school
 - Do you need to live near the school or on a school bus route?
12. Primary mode of transportation? Car, public transportation, walking, etc.
 - Number of cars
13. Household members with disabilities/needed reasonable accommodations
14. Commute locally to work/school/emergency frequent medical services?
15. Number and types of pets
16. Any past pest issues in the unit and when they were last seen
17. Other issues of importance to the household.

The Relocation Staff will also take this one-on-one opportunity to begin providing comprehensive advisory services to residents including:

- Explanation and details on the renovation and relocation process and timeline;
- Counseling and orientation in the mitigation of problems associated with relocation;
- Explanation of relocation benefits, assistance and procedures;
- Follow up with residents post their move(s) to address any concerns, questions or grievances;
- Explanation of relocation schedule;
- Close coordination of activities through individual on-going contact.

v. Ongoing Resident Communication and Notices

Residents will receive ongoing and frequent communication regarding the rehabilitation of Hazel Hill Apartments timeline from the Relocation Manager. Along with phone calls and letter updates that will provide residents with information regarding relocation, the required notices will be promptly sent to each affected household. Any requested translation and/or interpretation of these notices will be completed and delivered. Any identified friends/family/caregivers that the resident wants to be involved with will also be given copies of these letters, as approved by each resident, in order to help advise residents and be included in the relocation process.

Notices other than construction related updates and notifications will include:

- Combined General Information Notice (GIN) and Notice of Nondisplacement - The GIN explains that ownership plans to renovate Hazel Hill Apartments using local, state, and

federal funds soon and contact information for questions or concerns. The Notice of Nondisplacement confirms that project funding has been secured and relocation will begin soon but no residents will be permanently displaced as a part of this project. Residents will be required to move temporarily. The notice also details how residents will not incur any additional costs due to the project. **See Attachment A.**

- 30 Day Temporary Move Notice - For the residents that must temporarily relocate, this notice will be issued and delivered no less than 30 days before renovations are scheduled to begin in a resident's apartment. The notice will state the start date; temporary relocation unit address; provide contact information for the Relocation Manager who will assist them; and state the prep needed to complete the work. **See Attachment B.**

Required and move related notices will be hand-delivered and signed for by each resident in order to confirm receipt. All relocation notices, communications, relocation reimbursements and receipts will be documented in files for each affected household.

vi. Record Keeping and Resident Log

Along with files for each resident holding all copies of the received relocation notices, HTH will maintain and update a Resident Matrix containing the information of all affected residents. Information tracked for all affected households since the GIN was sent will include, as applicable for each household:

- Date(s) of all required and additional notices
- Dates and details of all moves due to renovations
- The type of move and form of temporary housing
- Address and unit size of any temporary relocation housing
- The type and amount of any payments for moving or related expenses
- Rent differential payments or other payments for temporary rental assistance

V. APPEALS

If a resident contends that this Relocation Plan is not being implemented properly or believes the Owner has failed to properly consider the person's request for relocation assistance, the resident may file a written appeal to the Owner. This complaint can be based on the Owner not providing appropriate relocation assistance and/or the Owner or the Relocation Advisory Agent, HTH, not implementing any other part of the Relocation Plan.

Grounds for appeal shall not include suspension of discretionary relocation benefits to former residents. The Owner is required to consider a written appeal regardless of form as set in the URA. The time limit shall not be less than 60 days after the person receives written notification of the Owner's determination on the person's claim.

Promptly after receipt of all information submitted by a person in support of an appeal, the Owner shall make a written determination on the appeal, including an explanation of the basis on which the decision was made and furnish the person a copy. If the full relief requested is not granted, the Owner shall advise the person of his or her right to seek judicial review.

The Owner official conducting the review of the appeal shall be either the head of the Ownership entity or his or her authorized designee. However, the official shall not have been directly involved in the action appealed.

Appeal to HUD

A displaced person who is dissatisfied with the Owner's determination on the appeal may submit a written request for further review with HUD's Regional Relocation Specialist.

Michael Szupper
HUD Regional Relocation Specialist
U.S. Dept. of Housing and Urban Development
Office of Community Planning and Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3380
Phone: (215) 861-7669
Fax: (215) 656-3442
Email: michael.szupper@hud.gov

If a review by the Bureau of Relocation is not sought within 30 days of receipt of a decision, the decision of the Owners shall be final.

The documentation of this process will be made available to the resident and Virginia Housing upon request.

ATTACHMENT A: GENERAL INFORMATION NOTICE (GIN) AND NOTICE OF NONDISPLACEMENT

GENERAL INFORMATION NOTICE (GIN) RESIDENTIAL TENANT NOT DISPLACED AND NOTICE OF NONDISPLACEMENT

Date:

Dear *(Resident Name & Address)*:

This shall serve to inform you that NHT Communities is submitting an application to the Commonwealth of Virginia to acquire and/or renovate Hazel Hill Apartments. Some of the funds for this project may be provided by the U. S. Department of Housing and Urban Development (HUD) through the Commonwealth of Virginia to assist us to carry out our project.

NHT Communities plans to rehabilitate the Hazel Hill Apartments starting in January 2025. The substantial renovation includes upgrading most building systems including heating, ventilation, and air conditioning systems (HVAC), roofs, windows, addition of dishwashers, parking lot resurfacing, energy efficiency upgrades, flooring, kitchen cabinetry and counters, site lighting, playground upgrade. A new community center/management office/maintenance area will be built to replace existing management office and community room, and maintenance shed.

Because Federal funds may be used in the proposed project, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended.

We urge you not to move now.

As we need tenant information for application, a representative of NHT Communities will be contacting you to meet and discuss how the project may affect you, and your future occupancy needs. You can be sure that we will make every effort to accommodate your needs. Shortly, we will begin the process of meeting with occupants individually to determine their needs. We will work with all occupants to fully understand the proposed project and provide information regarding how the proposed project may affect you.

After we meet with individual occupants, we will be in a position to better determine if you may have the opportunity to remain in the project once work is completed. Even if you are able to remain in the project after work is completed, you may be required to move

temporarily. If you are asked to move temporarily, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

The URA requires that all legal tenants in a HUD-assisted project be provided with the opportunity to lease and occupy a suitable, decent, safe and sanitary unit in the building upon completion of the project. If you are able to continue to occupy a unit in the building, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent and average tenant paid utility costs, or (b) 30 percent of your adjusted household income (for example after adjustments are made for dependents or necessary child care). Of course, you must comply with standard lease terms and conditions.

However, if you are required to move permanently to another location, you will be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. **However, do not move now. This is NOT a notice to vacate the premises.** You are urged not to move or sign any agreement to purchase or lease a new unit before meeting with us and receiving a formal notice of your eligibility for relocation assistance. If you move or are evicted by due process of the Commonwealth of Virginia courts, before receiving a notice to move, you may not receive any relocation assistance. Please contact us immediately before you make any moving plans.

If you must move permanently, you will be eligible for relocation assistance, along with advisory services, which includes referrals to comparable replacement housing, payment for moving expenses, and at least 90 days advance written notice of the date you will be required to move.

You should continue to pay your monthly rent and to comply with your lease terms and conditions since failure to pay rent and meet your other obligations as a tenant may be cause for eviction and loss of relocation assistance **(If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)**

Again, this is **NOT** a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance.

Again, we urge you not to move now.

This letter is important and you should keep it. We will continue to advise tenants of the outcome of our application for assistance. You will be contacted by a representative of HousingToHome (HTH). In the meantime, if you have any questions about our plans, please contact: _____ (name) _____ (title)
_____, at _____ (phone) _____,

Phone # for the Hearing Impaired _____

Sincerely,

(name)

(title)

**ACKNOWLEDGEMENT OF RECEIPT OF GENERAL INFORMATION NOTICE AND NOTICE OF
NONDISPLACEMENT**

I acknowledge receipt of the Notice of Eligibility for URA General Information Notice and Notice of Nondisplacement.

Resident Signature: _____

Resident Printed Name: _____

Address: _____

Date: _____

ATTACHMENT B: 30-Day Temporary Move Notice

30 Day Temporary Move Notice

Date: _____

Dear: _____

Resident Address: _____

Dear Resident of Hazel Hill Apartments, this notice is to inform you that in approximately 30 days, you will be required to move to another unit at the property due to construction plans for your current apartment.

You will move to a temporary apartment, relocation unit, while renovations are completed in your apartment. You will be temporarily relocated to (temporary unit address) for approximately 3 months. We will keep you informed if this duration changes as construction progresses.

Your move details are as follows:

Move Date: _____

Move Start Time Frame: _____

Moving Company: _____

In a few weeks we will confirm your exact move date. Your move will be conducted by NAME OF MOVING COMPANY. HTH will coordinate and schedule this move on your behalf at no cost to you. Please do not purchase any boxes or packing materials for your move, we will provide those to you at no additional cost in the upcoming days. If you have any questions or concerns about this notice or your move please contact CONTACT NAME, TITLE at HousingToHome (HTH) at (xxx)-xxx-xxx or email address.

We truly appreciate your patience and understanding as we move forward to making the necessary repairs and renovations at the property.

Thank you,

Name

Title

HousingToHome

By signing below, you acknowledge receipt of this notice:

Resident Signature

Date

Hazel Hill Renovation - Preliminary Relocation Phasing

1-May-24

Phase	Bld Type	Unit Coun	1BR	2BR	3BR	4BR	Construction Start	Construction End	Tenant Move Back
							1/21/25	3/31/25	4/1-4/7/2025
Total Ph 1		20							
Ph 1	F2 (511-520)	10	0	6	4	0			
Ph 1	F1 (521-530)	10	0	6	3	1			
Total Ph 2		20					4/8/25	6/16/25	6/17-6/23/2025
Ph 2	F4 (320-329)	10	0	6	3	1			
Ph 2	F3 (501-510)	10	0	6	3	1			
Total Ph 3		19					6/24/25	9/1/25	9/2-9/8/2025
Ph 3	D2 (301-308)	8	0	6	2	0			
Ph 3	G (309-319)	11	0	7	3	1			
Total Ph 4		24					9/9/25	9/19/25	11/18-11/24/2025
Ph 4	C2 (217-224)	8	0	6	2	0			
Ph 4	D1 (225-232)	8	0	6	2	0			
Ph 4	H3 (409-416)	8	8	0	0	0			
Total Ph 5		16					11/25/25	2/4/26	2/5-2/11/2025
Ph 5	C1 (201-208)	8	0	6	2	0			
Ph 5	B (209-216)	8	0	8	0	0			
Total Ph 6		25					2/12/26	4/22/26	4/23-4/29/2026
Ph 6	ER (116-124)	9	0	7	2	0			
Ph 6	C3 (125-132)	8	0	6	2	0			
Ph 6	H2 (417-424)	8	8	0	0	0			
Total Ph 7		23					4/30/26	7/9/26	7/10-7/16/2026
Ph 7	A (101-106)	6	0	6	0	0			
Ph 7	EL (107-115)	9	0	7	2	0			
Ph 7	H1 (401-408)	8	8	0	0	0			
			24	89	30	4			

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

NOT APPLICABLE

Tab K.2

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

Surveyor's Certification of Proximity to Transportation

General Instructions

1. This form must be included with the Application.
2. Any change in this form may result in a reduction of points under the scoring system.
3. If you have any questions, please contact the Tax Credit Allocation Department
taxcreditapps@virginiahousing.com.

Date April 18, 2024

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request

Name of Development HAZEL HILL APARTMENTS

Name of Owner FREDERICKSBURG PRESERVATION PARTNERS 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.

Firm Name Townes Site Engineering

By Maynard J. Tinsman, III L.S.

Its Director of Survey Services
Title

Tab L:

PHA / Section 8 Notification Letter

NOT APPLICABLE

Tab M:

Intentionally Blank

Tab N:

Homeownership Plan

NOT APPLICABLE

Tab O:

Plan of Development Certification Letter

NOT APPLICABLE

Tab P:

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

NOT APPLICABLE

Tab Q:

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

AUG 24 2005

U.S. Department of Housing and Urban Development



Richmond Field Office
600 E. Broad Street
3rd Floor
Richmond, VA 23219
1-800-842-2610

August 18, 2005

Fredericksburg Affordable Housing
Limited Partnership
C/O Mr. Robert Richardson
NHT-Enterprise Preservation Corporation
1101 30th, street, N.W. Suite 400
Washington, D.C. 20007

Dear Mr. Richardson:

SUBJECT: Hazel Hill Apartments
HAP Contract No. VA36M000045

We have executed your above subject Section 8 contract under Section 524(a) of FY 2005 Appropriations Act. Enclosed is your copy of the Section 8 HAP Contract. Your Section 8 Contract expires August 31, 2025. The contract reflects the funding commitment through August 31, 2025.

If you have any questions, please do not hesitate to contact Yolanda Webster, Funding Specialist, at 804-771-2100 ext. 3857.

Very sincerely yours,

A handwritten signature in black ink, which appears to read "Charles C. Famuliner".

Charles C. Famuliner

Director

Multifamily Program Center

Enclosure

NOTIFICATION OF SECTION 8 CONTRACT FUNDING

() Initial Renewal (X) Subsequent Renewal () Amend Rent/BA Only

Section 8 Contract No: VA36M000045 Expires on: 08/31/2005

Owner Name: Fredericksburg Affordable Housing Limited Partnership

Project name: HAZEL HILL APTS

Project Location: 101 PRINCESS ANNE ST FREDERICKSBURG, VA 22401-6122

FHA Project No.: _____

Funding

BUDGET AUTHORITY INCREASE: \$527,300.00

Contract/Renewal Effective Date: 09/01/2005 Expiration Date: 08/31/2025

For HUD Use Only

VA36M000045-05Z PBR \$527,300.00

HUD Notice to Owner executed by:
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: 
(Signature)

Charles C. Famuliner
(Printed Name)

Authorized Agent
(Official Title)

8/18/05
(Date)

NOTIFICATION OF SECTION 8 GROSS RENTS

**IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE
AND APPLICABLE CONTRACT RENTS**

Section 8 Number: VA36M000045

Rent Effective Date: 11/1/2005

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
4	4	\$1,045.00	\$69.00	\$1,114.00
6	3	\$993.00	\$63.00	\$1,056.00
12	3	\$993.00	\$63.00	\$1,056.00
12	3	\$993.00	\$63.00	\$1,056.00
23	1	\$834.00	\$46.00	\$880.00
88	2	\$920.00	\$55.00	\$975.00

SIGNATURES

OWNER

Contract Administrator
United States of America
Department of Housing and
Urban Development (HUD)


(Signature)

Charles C. Famuliner
(Printed Name)

Authorized Agent
(Official Title)

8/18/05
(Date)


(Signature)

Michael Bodaken
(Printed Name)

Executive Manager
(Official Title)

August 16, 2005
(Date)

Department of Housing and Urban Development

Office of Housing

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

BASIC RENEWAL CONTRACT

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Basic Renewal Contract. The instructions are not part of the Renewal Contract

TABLE OF SECTIONS

1 CONTRACT INFORMATION

PROJECT

TYPE OF RENEWAL

2 TERM OF RENEWAL CONTRACT

3 DEFINITIONS

4 RENEWAL CONTRACT

a Parties

b Statutory authority

c Expiring Contract

d Purpose of Renewal Contract

e Contract units

5 EXPIRING CONTRACT - PROVISIONS RENEWED

6 CONTRACT RENT

a Initial contract rents

b Contract rent adjustments

(1) OCAF or Budget-Based Rent Adjustments

(2) Comparability adjustments

(a) Applicability

(b) Fifth year adjustment (comparability adjustment at expiration of each 5-year period, if applicable)

(c) Mid-term adjustment (discretionary comparability adjustment within 5-year term)

- (d) **Adjusting contract rent**
- (3) **Procedure for rent adjustments during renewal term**
- (4) **No other adjustments**
- 7 **OWNER WARRANTIES**
- 8 **OWNER TERMINATION NOTICE**
- 9 **HUD REQUIREMENTS**
- 10 **STATUTORY CHANGES DURING TERM**
- 11 **PHA DEFAULT**
- 12 **EXCLUSION OF THIRD-PARTY RIGHTS**
- 13 **WRITTEN NOTICES**
- SIGNATURES**

U.S.Department ofHousing and Urban Development
Office of Housing

Project Based Section 8

**HOUSING ASSISTANCE PAYMENTS
BASIC RENEWAL CONTRACT ¹**

1 CONTRACT INFORMATION ²

PROJECT

Section 8 Project Number VA36M000045

Section 8 Project Number of Expiring Contract

(These contract numbers or stages are terminated as of the effective date of this contract.)

N/A

FHA Project Number (if applicable) _____

Project Name

HAZEL HILL APTS

Project Description ³ 101 PRINCESS ANNE ST

FREDERICKSBURG, VA 22401-6122

TYPE OF RENEWAL

Check this box for a project renewed under Section 524(a) of MAHRA (not including Mark- Up - To-Market renewal).

Check this box for a project renewed at exception rents under Section 524(b)(1) of MAHRA .

PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator ⁴

United States of America - Department of Housing and Urban Development (HUD)

Address of Contract Administrator

Richmond Multifamily Program Center

600 East Broad Street

Richmond, VA 23219

Name of Owner ⁵

Fredericksburg Affordable Housing Limited Partnership

Address of Owner

1101 30th St NW

Washington, DC 20007-3708

2 TERM OF RENEWAL CONTRACT

a The term of the Renewal Contract begins on

09/01/2005

6

b Subject to the availability of sufficient appropriations to make housing assistance payments for any year in accordance with the Renewal Contract, as determined by HUD, the Renewal Contract shall run for a period of 20.0

years, beginning on the first day of the term.⁷ Section 8 housing assistance payments to the Owner during the Renewal Contract term shall only be made from budget authority appropriated by the Congress, and available for this purpose.

3 DEFINITIONS

ACC. Annual Contributions Contract

Anniversary. The annual recurrence of the date of the first day of the term of the Renewal Contract.

Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

Contract units. The units in the Project which are identified in Exhibit A by size and applicable contract rents.

Fifth year anniversary. The Renewal Contract annual anniversary that falls at expiration of each 5-year period of the Renewal Contract term.

Fifth year comparability adjustment. An adjustment of contract rents by the contract administrator at the Fifth Year Anniversary. The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.

HUD. The United States Department of Housing and Urban Development.

HUD requirements. HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract.

MAHRA. The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No.105 65, October 27, 1997, 111 Stat. 1384ff), as amended by section 531(a) of the Departments of Veterans Affairs and Housing and Urban Development, Independent Agencies Appropriations Act, 2000 (Public Law No. 106-74, October 20, 1999,113 Stat. 1109ff).

Mid-term comparability adjustment. An adjustment of contract rents by the contract administrator within each 5-year period of the Renewal Contract term (in addition to the comparability analysis and adjustment at the Fifth Year Anniversary). The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

OCAF . An operating cost adjustment factor established by HUD.

PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937. 42 U.S.C. 1437 et seq.).

Project. The housing described in section 1 of the Renewal Contract.

Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f)

4 RENEWAL CONTRACT

a Parties

- (1) The Renewal Contract is a housing assistance payments contract (“HAP Contract”) between the Contract Administrator and the Owner of the Project (see section 1).
- (2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency (“PHA”) for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract (“ACC”) between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD’s role pursuant to the Renewal Contract, including such provisions of section 9 (HUD requirements), section 10 (statutory changes during term) and section 11 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 524 of the MAHRA.

c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract (“expiring contract”) to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

- (1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.
- (2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the Owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e Contract units

The Renewal Contract applies to the Contract units.

5 EXPIRING CONTRACT - PROVISIONS RENEWED

- a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).
- b All provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:
 - (1) Identification of contract units by size and applicable contract rents;
 - (2) The amount of the monthly contract rents;
 - (3) Contract rent adjustments; and

(4) Project account (sometimes called “HAP reserve” or “project reserve”) as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.

c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

6 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A of the Renewal Contract.

b Contract rent adjustments

(1) OCAF or Budget-Based Rent Adjustments

(a) Except as provided in section 6b(2) below (concerning comparability adjustments at each Fifth Year Anniversary and discretionary comparability adjustments within each five-year term), during the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by either of the following methods (as determined by the Contract Administrator in accordance with HUD requirements):

(i) Using an OCAF; or

(ii) At the request of the owner, based on the budget for the Project, as approved by the Contract Administrator in accordance with HUD requirements.

- (b) Adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for adjustment of rent at each Fifth Year Anniversary (as determined in accordance with section 6b(2)(b) below).

(2) **Comparability adjustments**

- (a) **Applicability.** This section 6b(2) is applicable only if the contract has been renewed pursuant to Section 524(a) of MAHRA. This section 6b(2) does not apply to a project renewed at exception rents under Section 524(b)(1) of MAHRA (See section 1 of the Renewal Contract).
- (b) **Fifth year adjustment (comparability adjustment at expiration of each 5-year period, if applicable).**
 - (i) This section 6b(2)(b) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).
 - (ii) At the expiration of each 5-year period of the Renewal Contract term (“Fifth Year Anniversary”), the Contract Administrator shall conduct a comparability analysis of existing contract rents. At such Fifth Year Anniversary of the Renewal Contract, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable market rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.
 - (iii) To assist in the redetermination of contract rents at each Fifth Year Anniversary, the Contract Administrator may require that the Owner submit to the Contract Administrator a

rent comparability study prepared (at the Owner's expense) in accordance with HUD requirements.

(c) Mid-term adjustment (discretionary comparability adjustment within 5-year term)

In addition to the comparability analysis and adjustment of contract rents at the Fifth Year Anniversary, HUD may, at HUD's discretion, require or permit the Contract Administrator to conduct a comparability analysis and adjustment of contract rents ("mid-term adjustment"), one more time within each 5-year period of the Renewal Contract term

(d) Adjusting contract rent

At the time of a fifth year or mid-term comparability adjustment, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

(3) Procedure for rent adjustments during renewal term

(a) To adjust contract rents during the term of the Renewal Contract (including an OCAF or budget-based adjustment in accordance with section 6b(1), or a fifth year or midterm adjustment in accordance with section 6b(2)), the Contract Administrator shall give the Owner notice with a revised Exhibit A that specifies the adjusted contract rent amounts.

(b) The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall

specify when the adjustment of contract rent is effective.

- (c) Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

(4) No other adjustments

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

- a The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

- a Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
- b If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

10 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

11 PHA DEFAULT

- a** This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b** If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

12 EXCLUSION OF THIRD-PARTY RIGHTS

- a** The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with the Contract Administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b** The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.

- c** If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract (“ACC”) between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

13 WRITTEN NOTICES

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party’s address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party’s designated address.

SIGNATURES

Contract Administrator (HUD or PHA)

Name of Contract Administrator (Print)

United States of America - Department of Housing and Urban Development (HUD)

By 
Signature of authorized representative

Charles C. Famuliner, Authorized Agent

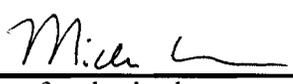
Name and official title (Print)

Date 8/18/05

Owner

Name of Owner (Print)

Fredericksburg Affordable Housing Limited Partnership

By 
Signature of authorized representative

Michael Bodaken, Executive Manager

Name and official title (Print)

Date August 16, 2005

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE RENTS

Section 8 Number: VA36M000045

Rent Effective Date: 11/1/2005

Number of Contract Units	Number of Bedrooms	Contract Rent
4	4	\$1,045.00
6	3	\$993.00
12	3	\$993.00
12	3	\$993.00
23	1	\$834.00
88	2	\$920.00

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

Tab R:

Documentation of Utility Allowance calculation

Exhibit A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS

Section 8 Contract Number: VA36M000045

FHA Project Number:

Effective Date of the Rent Increase: 9/1/2023

Utility Allowance Effective Date: 9/1/2023

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
23	1	1249	76	1325
88	2	1364	81	1445
12	3	1494	107	1601
6	3	1494	114	1608
12	3	1494	114	1608
4	4	1603	115	1718

Do not submit a Gross Rent Change through TRACS until the HUD-92458 Rent Schedule has been returned to you duly executed from your HUD/PBCA office.

- Note: (1) This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with the Renewal Contract.
(2) These rents are applicable with the Amend Rents Automatic OCAF for this effective Date.

Tab S:

Supportive House Certification and/or
Resident Well Being MOU

NOT APPLICABLE

Tab T:

Funding Documentation



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

Via Email

Awardee Information:

Kevin White
Vice President
Fredericksburg Affordable Housing Limited Partnership
1101 30th Street, NW, Washington, DC 20007

Tax Identification Number (TIN): '01-0803505'
Universal Entity ID (UEI): E28ZE8DL3VN7

Property Information:

Property Name: Hazel Hill Apartments
Property Address: 100 Princess Anne Street, Fredericksburg City, VA, 22401
IREMS No.: 800021869
Number of Units: 147

Subject: Green and Resilient Retrofit Program – Leading Edge Award Commitment Letter

Dear Mr. White,

This Leading Edge Award Commitment Letter (the “Letter”) serves as notice that your application has been selected for funding under the Leading Edge Award Notice of Funding Opportunity (FR-6700-N-91C) (the “NOFO”) under the Department of Housing and Urban Development’s (HUD) Green and Resilient Retrofit Program (GRRP), as governed by HUD Notice H 2023-05 (the “Notice”). The Award Date shall be the date the Office of Recapitalization signs this Letter. All capitalized terms not defined in this Letter shall have the meaning given in the Notice.

Award Information	
Award Type:	Surplus Cash Loan
GRRP [Grant/Loan] Award Number:	GRRPSLLE006
Award Amount Previously Obligated:	\$0
Award Obligated by this letter	\$8,820,000
Total Obligation	\$8,820,000

Period of Performance:	9/25/2023 to 9/30/2028
Budget Period:	9/25/2023 to 9/30/2028

Please note that the Period of Performance and the Budget Period refer to the time at which all funds must be expended or returned to the United States Treasury. The Awardee must also comply with all timeframes for performance as stated in the Notice.

HUD is obligating funding for your application in the amount stated above (the "Award"). The Award amount is based on the amount requested in the application. The Award amount is equal to the lesser of a) \$60,000 per unit at the property, b) \$10,000,000 or c) the Leading Edge Eligible Costs. The Award is based on the review of your application and in reliance on the accuracy of the materials you have submitted. Awardees must comply with all GRRP Requirements including the terms of this Letter.

Disbursements of Leading Edge Award funds shall not exceed the Leading Edge Eligible Costs. If during the underwriting, pre-closing phase or after closing it is determined that the total eligible costs will be less than the amount obligated here, the amounts in excess of total eligible costs will be rescinded.

In order to accept the Award, an authorized representative of the Awardee must execute and return a copy of this Letter to HUD electronically via DocuSign, or as otherwise directed by HUD, within 30 days of the Award Date. Failure to return this letter in the time prescribed will result in rescission of the Award.

The following documents are attached and incorporated into this Letter:

- Attachment 1: Leading Edge Transaction Plan Requirements
- Attachment 2 (Grants only): Notice of Award from Grant Solutions

HUD will proceed to Closing, unless the Awardee fails to satisfy the following items, with such satisfaction to be determined by HUD in its sole and absolute discretion:

1. Production, and submission to HUD for review, of the Leading Edge Transaction Plan as outlined on Attachment 1. The Leading Edge Transaction Plan must be submitted no later than 12 months following the Award Date.
2. Following HUD review and approval of the Leading Edge Transaction Plan after Awardee's satisfaction of all programmatic comments, acceptance of the Leading Edge Commitment ("LEC") issued by HUD.
3. Production and submission to HUD for review of the Closing Documents within 90 days of issuance of the LEC. All Leading Edge Awards must reach Closing within 6 months after issuance of the LEC, unless otherwise approved by HUD.
4. Receipt of full environmental clearance for the Property from HUD. The Award does not constitute approval of the site, which may occur only upon completion of HUD's

environmental review. In the event that HUD finds the site acceptable but only with mitigation and the Awardee cannot meet the mitigation requirements, or if HUD determines that even with mitigation the site is unacceptable, the Award will be rescinded. In order for HUD to complete its Environmental Review, the Awardee must input all additional information requested by HUD into HEROS.

5. Satisfaction of all requirements identified in the Leading Edge Commitment (LEC).
6. Satisfaction of all programmatic or legal comments by HUD on the Leading Edge Closing Package Documents.
7. Registration in the Greenlight system and financial systems as may be required by HUD to disburse funds or collect repayment of loans.
8. Execution of such agreements, instruments, certificates, and other documents as HUD may require using forms prescribed by or acceptable to HUD to implement the Award.
9. No material changes in the nature of the transaction as described in the application submission or, in the event of such changes, full disclosure and approval by HUD of such changes as part of the Leading Edge Transaction Plan submission process. HUD shall review the transaction as revised to determine whether it remains compliant with GRRP Requirements. Your execution of the LEC and Closing Documents shall constitute acceptance of the final business terms reflected therein. The Awardee's closing certifications and assurances, submitted with the Leading Edge Closing Package, shall reaffirm the absence of material changes relative to the information previously provided to HUD.
10. Satisfaction of all GRRP Requirements as stated in the NOFO (including but not limited to Section VI.B), Notice and this Letter.

As defined in the Notice, Closing refers to the date upon which the GRRP Use Agreement and applicable GRRP Grant or Surplus Cash Loan documents are effective. All requirements set forth in this Letter must be completed to HUD's satisfaction before HUD will execute required documents and the Closing can occur. HUD reserves the right to require additional documents or items in addition to those listed on Attachment 1 as part of HUD's final review and determination of program compliance.

Acceptance of this Award, or satisfaction of the GRRP Requirements set forth in the Notice and this Letter, do not alter the requirements or processes necessary to obtain required approvals that may be triggered by the Award and GRRP-funded work. The Awardee is responsible for working with their assigned Multifamily Account Executive and/or Performance-Based Contract Administrator to obtain such approvals that may include, but are not limited to: (i) Assignment of Assistance Contracts; (ii) Bifurcation of Section 8 PBRA Contracts; (iii) Transfers of Physical Assets; (iv) Approval of a new Management Agent (including applicable 2530 Previous Participation Clearance); (v) Approval of new ownership or new principals (including applicable 2530 Previous Participation Clearance); (vi) Assistance Contract renewals; and (vii) Rent adjustments under Assistance Contracts.

If the Awardee fails to meet any of the requirements in this Letter in HUD's sole and absolute discretion, HUD may decline to proceed to Closing and funding of the Award and may rescind the Award.

Regardless of whether the Closing is consummated, HUD shall not be responsible for any expenses or transaction costs incurred by the Awardee or at the Awardee's direction in connection with the Leading Edge Award (including without limitation, fees for consultants, attorneys, environmental contractors, tax advisors and accountants; city, county and/or state taxes and/or fees; recording fees, prepayment penalties and/or premiums; costs for title insurance and title examination; surveys and appraisals), other than Eligible Costs as defined in the Notice.

Please note that if the Leading Edge Transaction Plan submission does not occur within 12 months of the date of this Letter, unless extended by HUD, the Award will be rescinded.

Congratulations for your selection to participate in the Green and Resilient Retrofit Program with a Leading Edge Award. We look forward to working with you for the successful implementation of the activities described in your Leading Edge Award Application. Your assigned Grant and Loan Specialist will be reaching out shortly, however, please don't hesitate to contact us at grrp@hud.gov if you have any questions regarding this Leading Edge Award. Thank you for your commitment to investing and maximizing the energy efficiency and resilience of your property.

cc: Sarah Molseed, Acting Director, Multifamily Investments Division

Signature Page to Green and Resilient Retrofit Program – Leading Edge Award Commitment Letter
GRRP Grant/Loan Award No.: GRRPSLLE006

HUD: U.S. Department of Housing and Urban Development

By: Thomas R. Davis Digitally signed by: Thomas R. Davis
Name: Thomas R. Davis Date: 2023.09.26 18:59:12 -04'00'
Title: Director, Office of Recapitalization
Date: September 26, 2023

Please indicate by signing in the space provided whether or not you accept this Award, including the special conditions or requirements that are specified herein:

ACCEPT AND AGREE TO:

Awardee: Fredericksburg Affordable Housing Limited Partnership

By: Kevin B.W. White
Name: KEVIN B.W. WHITE
Title: MANAGER ; KP - NHT COMMUNITIES
Date: 11/7/2023

DO NOT ACCEPT:

Awardee: Fredericksburg Affordable Housing Limited Partnership

By: _____
Name: _____
Title: _____
Date: _____

WARNING: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to: 18 U.S.C. 1001, 1010, 1012; 31 U.S.C.

3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Attachment 1

Leading Edge Transaction Plan Requirements

Below are all the required components of a complete Leading Edge Transaction Plan and the requirements of each component. HUD may request additional documentation not listed below if HUD determines in its sole discretion that such information is necessary to determine compliance with GRRP Requirements:

A. Evidence that a CNA has been completed unless the project involves new construction.

1. **Capital Needs Assessment (CNA).** Except in the case of new construction, each property selected for an Award will be required to perform a detailed physical inspection to determine both short-term rehabilitation needs to be included in a Scope of Work and long-term capital needs to be addressed through a Reserve for Replacement Account. A CNA must be submitted with the Leading Edge Transaction Plan and must have been completed no earlier than twelve (12) months prior to submission of the Leading Edge Transaction Plan, except with HUD approval.
 - a. **CNA eTool.** The CNA must be conducted consistent with Appendix 5, Section A.5.7 of the MAP Guide and must use HUD's Capital Needs Assessment Electronic Tool (the CNA eTool). The CNA eTool contains two major components which will be used to develop the Scope of Work – the narrative description of each component and its condition, and the financial model setting forth the 20-year schedule of replacements, the associated determination of the Initial Deposit to Replacement Reserve (IDRR), and the Annual Deposit to Replacement Reserve (ADRR).
 - b. **Contractor Qualifications.** The CNA must be completed by a qualified, independent third-party professional as required by the MAP Guide.

B. Scope of Work.

The Owner must provide a certification that the Scope of Work addresses the immediate needs of the property, and that the Replacement Reserve addresses 20-year needs. The Scope of Work must:

1. Identify and address all repairs required in the CNA (including all items identified in the CNA as not functioning at the time of the site visit) or provide a written justification why those items are not included. Briefly discuss any differences between the conclusions / recommendations of the CNA provider, the levels of immediate rehabilitation needs, and the Owner's choices for replacement components.
2. Ensure that rehabilitation or new construction estimates are based on reasonable market estimates of actual costs, confirmed either by cost estimating completed by the architect/engineer (who is typically distinct from the contractor that conducted the CNA), or through actual competitive bids for major rehabilitation or construction items, in compliance with HUD requirements.
3. Include a summary of environmental issues known at that time and a discussion of any planned environmental remediation (including post-closing Operations & Maintenance plans). If the property was constructed before 1978, identify the need for interim controls of lead-based paint hazards based on a risk assessment or re-evaluation and discuss planned lead hazard control activities in accordance with 24 CFR Part 35. O&M plans covering properties

that continue to have lead painted surfaces, even if enclosed or encapsulated, must include training and certifying property maintenance personnel who disturb paint in accordance with the EPA's Renovation, Repair and Painting Rule (40 CFR Part 745, Subpart E), training and certifying property maintenance personnel who abate the paint in accordance with the EPA's Lead Abatement Rule (40 CFR Part 745, Subpart L or Q), and training and certifying the employer of the property maintenance personnel to become a certified lead renovation firm or certified lead abatement firm, as applicable.

4. Include a summary of accessibility features that are required pursuant to the Fair Housing Act and implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8, and Titles II and III of the Americans with Disabilities Act and implementing regulations at 28 CFR Parts 35 and 36, respectively.
5. Include a description of how all utility consuming components that are past estimated useful life at the time of the Leading Edge application (or that are not functioning at the time of the CNA inspection) will be replaced with the most effective alternative (taking into account initial cost and utility savings), as documented in the CNA.
6. Include a narrative addressing the measures taken to account for any climate risks faced by the property. At a minimum, this narrative should address any risks identified by the National Risk Index tool as "Relatively High" or "Very High" at the census tract level, or if no risks are "Relatively High" or "Very High", then the narrative should address the two greatest risks at the property.
7. Include a reasonable timeline for completion of all rehabilitation items acceptable to HUD, depending on the scope of rehabilitation funded.
8. Include a narrative describing the rehabilitation and improvements needed to achieve the chosen Leading Edge Qualifying Certification.
9. Include modeling of post-retrofit utility consumption to determine expected consumption savings from the Scope of Work. The utility consumption model utilized must, at a minimum, consider factors including, but not limited to, unit size, building orientation, design and materials, mechanical systems, appliances, and characteristics of the building location. These utility estimates must be calculated by either (1) a properly licensed engineer or (2) a qualified professional approved by HUD. The form of this submission should be electronic, utilizing recognized industry standard methods, and include easily verified source data, tables, and references as a basis for the model estimates.

C. Itemization of Eligible Costs.

Under Leading Edge, HUD will cover the Leading Edge Eligible Costs. Consequently, when putting together the Scope of Work, the Owner should provide an itemized list of these costs for HUD to confirm that the work has been properly included and can be easily confirmed by a qualified third party during construction and Completion Certification.

D. Replacement Reserve Analysis Showing that the Replacement Reserve Addresses 20-Year Needs.

The annual deposit to the replacement reserve should be equal to that amount which, if deposited annually, will be sufficient to fund all capital needs, as identified in the CNA, arising during the first 20 years and otherwise not addressed upfront in either the rehabilitation or an initial deposit to the replacement reserve account. The Owner should use reasonable estimates in the inflation but in doing

so the rate for escalating the increase in repair costs should not exceed the rate of interest on reserve deposits by more than 1%. HUD may consider alternative arrangements with respect to the initial deposit to the replacement reserve if risks to the Property can be adequately mitigated.

E. Sources and Uses of Funds.

The Sources and Uses must:

1. Include a reasonable, balanced, and comprehensive presentation of sources and uses of funds in accordance with all applicable HUD requirements.
2. Demonstrate that existing loans or debt will be paid off at the closing or are supported through the Property's net operating income. Demonstrate that any loans or advances provided by entities under common Control will be converted to unsecured obligations repayable from the Property's Surplus Cash unless otherwise approved by HUD. Such loans may not be paid off from the proceeds of new financing unless approved by HUD.
3. Include narrative that discusses any aspects of the planned rehabilitation that may result in an initial operating deficit during the rehabilitation period and how that deficit will be funded, including any operating deficit escrow or similar fund.
4. Meet the Financial Thresholds in Exhibit B of the Notice.

F. Operating Pro Forma.

The Operating Proforma must:

1. Include an attached discussion of the extent of energy and water savings that are anticipated as a result of the rehabilitation or construction and the basis for those estimates. The discussion must explain to what extent anticipated savings in utility costs have been included in the pro forma operating expenses.
2. Be consistent with local standards for Federally-assisted housing and otherwise comply with at least the following feasibility benchmarks:
 - a. Rents shall not exceed the amounts permitted under the Assistance Contract or pursuant to any other HUD restriction.
 - b. All other sources of income must be supported with a narrative or must not exceed the average for the last 3 years (other income should not include interest income on the replacement reserve account, which must remain in the reserve and is not available for other purposes).
 - c. Vacancy loss shall be no less than the greater of the average over the past three years or 3 percent.
 - d. Allowance for bad debt should be not less than the greater of the average over the past three years or 2 percent.
 - e. Insurance costs must be documented, such as quotes from an insurance agent based on actual recent premiums for similar properties.
 - f. All other operating expenses shall be no less than 85 percent of the average for the last three years, unless justified.
 - g. The annual replacement reserve deposit should be equal to that amount developed in Section D above.
 - h. Meet the Financial Thresholds in Exhibit B of the Notice.

G. Draw Schedule.

The draw schedule must include all sources and uses and show the projected draws of the Leading Edge Award in accordance with the Notice. The Leading Edge Award may be funded in accordance with this Notice without regard to the timing of contribution of other sources, provided that the Leading Edge Award shall only be disbursed after a properly submitted draw request for Leading Edge Eligible Costs. The Leading Edge Award may not be disbursed in excess of the Leading Edge Eligible Costs incurred.

H. Letters of Commitment for Other Financing.

For each proposed loan, equity contribution, or grant, the Owner must include:

1. A recent lender, investor, or grant engagement letter, dated no later than 60 days prior to Leading Edge Transaction Plan submission, with key terms identified (including for each amount, repayment terms, interest rate, amortization, maturity, prepayment restrictions, and pay-in schedule) from all financing provider(s). Permanent debt financing with monthly payment amounts not conditioned on the availability of cash flow on the Property must:
 - a. Be at a fixed rate of interest, for a fixed term, fully amortized over no more than 40 years;
 - b. Not have a balloon payment until after the earlier to occur of a) expiration of the term of the Assistance Contract, or b) 17 years from the date of the permanent debt financing; and
 - c. Not have a debt service coverage less than the higher of 1.11 or lender requirements.
2. All bridge loan or construction financing must be disclosed and approved by HUD. All debt repayable from available Surplus Cash and subordinate (or secondary) financing must be disclosed and then approved by the first-mortgage lender as well as HUD in accordance with Section 8.9 of the Mortgage Credit and Underwriting and Processing Requirements of the MAP Guide and any subsequent revisions or updates to the MAP Guide.
3. Documentation that the first mortgage lender has consented to the GRRP Use Agreement and that the lien of the new first mortgage loan will be subordinate to the GRRP Use Agreement.
4. Estimation of projected closing date for all proposed financing. Discuss any known impediments to closing within the timeframe required under the Notice. Include a discussion of key milestones with estimated milestone completion dates. The terms for all seller take-back financing must also be disclosed.

I. Certification from a Licensed Architect and/or Engineer.

Owners must submit a certification from the Architect indicating that the Property will achieve the selected Leading Edge Qualifying Certification if constructed in accordance with the plans and specifications. The form of such certification will be provided by HUD prior to the Owner's submission of their Leading Edge Transaction Plan.

J. Plans and Specifications if Required by HUD.

If required, the Owner must submit a copy of the project plans and specifications completed by a qualified architect or licensed professional engineer.

K. Evidence of Resident Engagement.

The Owner must submit the dates of the resident meetings and a record of the questions, comments, and Owner responses (written or oral, or in subsequent actions) to resident comments on the proposed plans and Scope of Work that were discussed in connection with such meetings.

L. Description of Planned Relocation Activities, if applicable.

The following provides suggested content for the description of planned relocation activities:

1. A general description of the project and project elements that may create relocation needs;
2. Information on residents of the Property and eligibility for relocation assistance and payments;
3. Information regarding how the project will address the expectation for continued tenancies, the residents' return to the property, and the Property's re-occupancy policies;
4. A detailed discussion of plans for temporary relocation assistance, if any;
5. Detailed discussion of plans for permanent displacement, if any, and relocation assistance to be provided;
6. A detailed discussion of compliance with fair housing and civil rights requirements, including accessibility requirements;
7. The relocation budget; and
8. The appeals process.

The relocation plan as a whole should discuss the specific steps to be taken to minimize displacement and the adverse impact of relocation on residents.

M. Development Team.

The Leading Edge Transaction Plan must provide information about the members of the development team and include the following information:

1. Updated list of all members of the development team, including the Owner, the General Contractor, the management agent, and all "principals" of those entities. The submission must disclose any changes that have been made since the Owner's application, as well as any identity of interest between any of the parties.
2. Evidence of recent successful experience with similar rehabilitation or construction projects. For properties requiring substantial rehabilitation or new construction, the Property Owner is required to engage a General Contractor, unless recent and comparable experience managing rehabilitation can be demonstrated.
3. Certification that members with green certification experience are on the team.

N. Evidence of Application for other required HUD approvals (2530, TPA) (If Applicable).

To the extent the proposed transaction will change ownership or management agent, the Owner must obtain all necessary HUD Approvals for such change including any necessary APPS clearance and TPA Approval from the HUD Multifamily Field Office.

O. GRRP Shared Savings Retainer, if applicable.

When the Owner requests a GRRP Shared Savings Retainer, the Owner must submit utility projections performed by a third-party professional engineer, based on the Property's plans and specifications that, at a minimum, take into account specific factors including, but not limited to, unit size, building orientation, design and materials, mechanical systems, appliances, and characteristics of the building location. The projections must show the differential between the current utility allowances and the projected utility allowances and, for Properties subject to a budget-based rent, the differential between current utility costs and projected utility costs.

P. Selection of Labor Standards Compliance Method in Accordance with Section 10.5 of the Notice, if applicable.

Tab U:

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

Fredericksburg Preservation Partners LLC

Virginia Housing's Free Renter Education Acknowledgment

I, _____, have read, understand, and acknowledge that I have been presented information regarding Virginia Housing's free renter education opportunities available to tenants.

I understand that it is my responsibility to review the website link provided here <https://www.virginiahousing.com/en/renters>.

By signing below, I acknowledge that I read and understand the terms of all items contained in this form.

Resident Name: _____

Resident Signature: _____

Apartments Number: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Eric Herrmann

RIGHT OF FIRST REFUSAL AGREEMENT
(Hazel Hill Apartments)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of May 21, 2024 by and among **FREDERICKSBURG PRESERVATION PARTNERS LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **NHT COMMUNITIES**, a District of Columbia nonprofit corporation (the “Grantee”), and is consented to by **FREDERICKSBURG PRESERVATION MANAGER LLC**, a Virginia limited liability company (the “Manager”), **[INVESTOR ENTITY]**, a [] (the “Investor Member”) and **[SPECIAL INVESTOR ENTITY]**, a [] (the “Special Member”). The Manager, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its Amended and Restated Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of a one hundred forty seven-unit apartment project for families located in Fredericksburg, Virginia and commonly known as “Hazel Hill Apartments” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is a member of the Manager 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 Grantee 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

are required by the Virginia Housing Development Authority (“Virginia Housing”) 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 Consenting 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 Manager (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 Internal Revenue Code of 1986, as amended (the “Code”). The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
- (i) the payment of all cash or immediately available funds at Closing, or

- (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Manager from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in Fredericksburg, 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 Internal Revenue Service (the "Service") hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).
- B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project"

without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, 1101 Connecticut Ave, NW, Suite 700, Washington, DC 20036, with a copy to: Klein Hornig LLP 1325 G St NW, Suite 770, Washington, DC 20005

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 118th 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

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 BLANK; SIGNATURES FOLLOW]

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 [] []

By: _____

By: _____

SPECIAL MEMBER:

[SPECIAL LIMITED MEMBER ENTITY], a
[] []

By: _____

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/her capacity as [], the [manager] of **[Investor Entity]**, a [] [], and **[Special Limited Member Entity]**, a [] [], and that by his/her 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

All of those lots or parcels of land located in the City of Fredericksburg, Virginia and more particularly described as follows:

Parcel I:

Beginning at a point on the westerly side of Princess Anne Street said point lying approximately 150 feet south of the southerly line of Dixon Street; thence South 20°40'10" East 165.86 feet to a point; thence departing Princess Anne Street and running North 68°45'18" East 178.19 feet to a point lying on the westerly line of a 20 foot alley, thence along said line South 20°17'55" East 430.93 feet to a point; thence departing said alley and running North 69°48'45" East 141.84 feet to a point lying on the westerly line of Caroline Street; thence along Caroline Street South 20°14'30" East 24.00 feet to a point; thence departing Caroline Street and running South 69°46'50" West 263.18 feet to a point; thence South 20°41'10" East 280.48 feet to a point; thence South 69°18'20" West 94.81 feet to a point; thence North 69°24'30" West 698.32 feet; thence North 20°35'10" East 582.00 feet to a point; thence North 69°20'10" East 182.00 feet to the point of beginning, containing 9.2250 acres of land, more or less.

Parcel II:

Together with a fifteen foot sewer easement, the boundaries of said easement being described as follows:

Beginning at a point, said point being the westernmost corner of the above described parcel; thence North 69°24'30" West 15 feet to a point; Thence South 20°35'10" West 42 feet to an existing 18 inch sanitary sewer; Thence in a Northwesterly direction 15.5 feet to an extension of the Northwesterly boundary of the above described parcel; thence North 20°35'10" East 40.44 feet to the point of beginning.

Tab W:

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

NOT APPLICABLE

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

NOT APPLICABLE

Tab Y:

Inducement Resolution for Tax Exempt Bonds

NOT APPLICABLE

Tab Z:

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

NOT APPLICABLE

Tab AA:

Priority Letter from Rural Development

NOT APPLICABLE

TAB AB:

Social Disadvantage Certification

NOT APPLICABLE