
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
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Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

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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 <u>Signed</u> 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 |
| <input checked="" type="checkbox"/> | 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 |
| | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |
| <input checked="" type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds |
| | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation |
| <input checked="" type="checkbox"/> | Tab AA: Priority Letter from Rural Development |
| | Tab AB: Social Disadvantage Certification |

VHDA TRACKING NUMBER

2024-TEB-131

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

7/18/2024

1. Development Name: The Pines
2. Address (line 1): 8835 Crismond Lane
Address (line 2):
City: Spotsylvania Courthouse State: VA Zip: 22551
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 Spotsylvania County
5. The site overlaps one or more jurisdictional boundaries..... FALSE
If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 203.11
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** TRUE
10. Development is located in a **Revitalization Area designated by resolution** FALSE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE
(If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a household poverty rate of.....
- | 3% | 10% | 12% |
|--------------|--------------|--------------|
| <u>FALSE</u> | <u>FALSE</u> | <u>FALSE</u> |

Enter only Numeric Values below:

13. Congressional District: 7
Planning District: 16
State Senate District: 28
State House District: 63

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

The Pines Apartments is a multi-family apartment community consisting of (10) two-story apartment buildings targeting low-income families in Town of Spotsylvania Courthouse and the greater Spotsylvania County. The project has a vinyl and wood exterior and consists of (24) one-bedroom apartment units and (22) two-bedroom apartment units. The Pines Apartments LLC plans to expend over \$83,900 dollars per unit in hard costs if awarded tax credits.

VHDA TRACKING NUMBER		2024-TEB-131
A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT		Application Date: 7/18/2024

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:	Ed Petrovitch		
Chief Executive Officer's Title:	County Administrator	Phone:	504-507-7000
Street Address:	9104 Courthouse Road		
City:	Spotsylvania	State:	VA
		Zip:	22553

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

Ed Petrovitch, County 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:

Acquisition/Rehab

For Tax Exempt Bonds, where are bonds being issued?

Virginia Housing

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:

Acquisition/Rehab

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

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

FALSE

5. Planned Combined 9% and 4% Developments

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

FALSE

If true, provide name of companion development:

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

FALSE

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

Total Units within 9% allocation request?

0

Total Units within 4% Tax Exempt Allocation Request?

0

Total Units:

0

% of units in 4% Tax Exempt Allocation Request:

0.00%

6. Extended Use Restriction

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

Must Select One:

30

Definition of selection:

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

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

TRUE

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

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: The Pines Apartments LLC

Developer Name: TM Associates Development, Inc.

Contact: M/M ▶ Mr. First: Adam MI: J Last: Stockmaster

Address: 1375 Piccard Drive, STE 375

City: Rockville St. ▶ MD Zip: 20850

Phone: (240) 428-7799 Ext. 102 Fax: (240) 428-7636

Email address: astockmaster@tmamgroup.com

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

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

Additional Contact: Please Provide Name, Email and Phone number.

Donald Nuzzio - dnuzzio@tmamgroup.com // Matt Barila - mbarila@tmamgroup.com

- 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 within 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% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual.

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

2. Developer Experience:

May select one or more of the following choices:

- TRUE 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:

Purchase Contract

Expiration Date:

12/31/2025

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.....

12/31/2025

 .
- 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:

Pines Apartments Limited Partnership

Address:

1375 Piccard Drive, STE 375

City:

Rockville

St.:

MD

Zip:

20850

Contact Person:

Robert Margolis

Phone:

(240) 428-6109

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.)

Names	Phone	Type Ownership	% Ownership
Southeast Rural Community Assistanc	540-345-1184	GP	0.01%
MARG Rural LLC	(240) 628-6109	GP	0.01%
Southeast Rural Community Assistanc	540-345-1184	LP	50.00%
MARG Rural LLC	240-628-6109	LP	50.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Allison T. Domson, Esq.	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	200 South 10th Street, STE 1600, Richmond, VA 23219		
Email:	adomson@williamsmullen.com	Phone:	(804) 420-6915
2. Tax Accountant:	Todd Fentress	This is a Related Entity.	FALSE
Firm Name:	Tidwell Group	DEI Designation?	FALSE
Address:	4249 Easton Way, STE 210, Columbus, OH 43219		
Email:	todd.fentress@tidwellgroup.com	Phone:	(614) 528-1441
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Ari D. Severe	This is a Related Entity.	FALSE
Firm Name:	TM Associates Management, Inc.	DEI Designation?	FALSE
Address:	1375 Piccard Drive, STE 375, Rockville, MD 20850		
Email:	asevere@tmamgroup.com	Phone:	(240) 683-0300
5. Contractor:	Justin Denton	This is a Related Entity.	FALSE
Firm Name:	Morgan Keller Construction	DEI Designation?	FALSE
Address:	710 Thomas Johnson Dr #200, Frederick, MD 21702		
Email:	jdenton@morgankeller.com	Phone:	(301) 760-7988
6. Architect:	Marc Feinstein	This is a Related Entity.	FALSE
Firm Name:	Miner Feinstein Architects	DEI Designation?	FALSE
Address:	241 E 4th St, Unit 207, Frederick, MD 21701		
Email:	marc@mfarchitects.net	Phone:	(301) 760-7988
7. Real Estate Attorney:	Allison T. Domson, Esq.	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	200 South 10th Street, Suite 1600, Richmond, VA 23219		
Email:	adomson@williamsmullen.com	Phone:	(804) 420-6915
8. Mortgage Banker:	Paul Browne	This is a Related Entity.	FALSE
Firm Name:	Joseph-Browne Development Associates	DEI Designation?	FALSE
Address:	1410 Ingraham Street NW, Washington, DC 20011		
Email:	paul@joseph-browne.com	Phone:	202-829-1251
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 credits? **2003**

- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **TRUE**

- d. This development is an existing RD or HUD S8/236 development..... **TRUE**
Action: (If True, provide required form in **TAB Q**)

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

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

2. Ten-Year Rule For Acquisition Credits

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

FALSE

FALSE

FALSE

FALSE

FALSE

FALSE
- a.

b.

c.

d.

e.

f.

g.
- Be authorized to do business in Virginia.

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

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

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

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

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

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..... FALSE (If false, skip to #3.)

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: ▶

Name:

Contact Person:

Street Address:

City: State: Zip:

Phone: Contact Email:

G. NONPROFIT INVOLVEMENT

D. Percentage of Nonprofit Ownership (All nonprofit applicants):
Specify the nonprofit entity's percentage ownership of the general partnership interest:

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

A. FALSE 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:

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-Application Meeting

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

H. STRUCTURE AND UNITS INFORMATION**1. General Information**

a. Total number of all units in development	<u>46</u>	bedrooms	<u>68</u>
Total number of rental units in development	<u>46</u>	bedrooms	<u>68</u>
Number of low-income rental units	<u>46</u>	bedrooms	<u>68</u>
Percentage of rental units designated low-income	<u>100.00%</u>		
b. Number of new units:.....	<u>0</u>	bedrooms	<u>0</u>
Number of adaptive reuse units:	<u>0</u>	bedrooms	<u>0</u>
Number of rehab units:.....	<u>46</u>	bedrooms	<u>68</u>
c. If any, indicate number of planned exempt units (included in total of all units in development).....			<u>0</u>
d. Total Floor Area For The Entire Development.....		<u>33,630.00</u>	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		<u>3,244.00</u>	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		<u>0.00</u>	
g. Total Usable Residential Heated Area.....		<u>30,386.00</u>	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		<u>0.00%</u>	
i. Exact area of site in acres	<u>6.000</u>		
j. Locality has approved a final site plan or plan of development.....		<u>FALSE</u>	
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.....		<u>FALSE</u>	

Definition:

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

H. STRUCTURE AND UNITS INFORMATION**2. UNIT MIX**a. Specify the **average size and number per unit type** (as indicated in the Architect's Certification):

Note: Average sq foot should include the prorata of common space.	Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
	Supportive Housing	0.00	SF	0	0
	1 Story Eff - Elderly	0.00	SF	0	0
	1 Story 1BR - Elderly	0.00	SF	0	0
	1 Story 2BR - Elderly	0.00	SF	0	0
	Eff - Elderly	0.00	SF	0	0
	1BR Elderly	0.00	SF	0	0
	2BR Elderly	0.00	SF	0	0
	Eff - Garden	0.00	SF	0	0
	1BR Garden	585.00	SF	22	22
	2BR Garden	743.00	SF	24	24
	3BR Garden	0.00	SF	0	0
	4BR Garden	0.00	SF	0	0
	2+ Story 2BR Townhouse	0.00	SF	0	0
	2+ Story 3BR Townhouse	0.00	SF	0	0
	2+ Story 4BR Townhouse	0.00	SF	0	0
				46	46

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

3. Structures

- a. Number of Buildings (containing rental units)..... 9
- b. Age of Structure:..... 0 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 | <u>FALSE</u> | v. Detached Single-family | <u>FALSE</u> |
| ii. Garden Apartments | <u>TRUE</u> | vi. Detached Two-family | <u>FALSE</u> |
| iii. Slab on Grade | <u>TRUE</u> | vii. Basement | <u>FALSE</u> |
| iv. Crawl space | <u>FALSE</u> | | |

h. Development contains an elevator(s). FALSE

If true, # of Elevators. 0

Elevator Type (if known)

H. STRUCTURE AND UNITS INFORMATION

i. Roof Type	▶	Pitched
j. Construction Type	▶	Frame
k. Primary Exterior Finish	▶	Vinyl

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities:

m. Number of Proposed Parking Spaces	0
Parking is shared with another entity	FALSE

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

TRUE

If **True**, Provide required documentation (TAB K2).

5. Plans and Specifications**a. Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**

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

Notes must indicate basic materials in structure, floor and exterior finish.

b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.

- i. Phase I environmental assessment.
- ii. Physical needs assessment for any rehab only development.

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

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 re[prt 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 below.

REQUIRED:

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

- | | |
|--------|--|
| TRUE | a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only. |
| 0.00% | b1. Percentage of brick covering the exterior walls. |
| 50.00% | 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. |
| TRUE | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill). |
| TRUE | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products. |
| TRUE | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service. |
| | f. <i>Not applicable for 2024 Cycles</i> |
| 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 | |
| TRUE | j. Full bath fans are equipped with a humidistat. |
| TRUE | 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 | |
| TRUE | n. All Construction types: each unit is equipped with a permanent dehumidification system. |
| TRUE | o. All interior doors within units are solid core. |
| TRUE | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port. |
| TRUE | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines. |
| 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 from face of building and a minimum size of 30 square feet. |

J. ENHANCEMENTS

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

- FALSE

a. All cooking ranges have front controls.
- TRUE

b. Bathrooms have an independent or supplemental heat source.
- FALSE

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

d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

2. Green Certification

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

The applicant will also obtain one of the following:

- TRUE

Earthcraft Gold or higher certification
- FALSE

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

LEED Certification
- FALSE

Enterprise Green Communities (EGC) Certification

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

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

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

- FALSE

Zero Energy Ready Home Requirements
- FALSE

Passive House Standards
- 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)

- TRUE

a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 3

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

7% of Total Rental Units

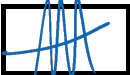
4.

FALSE

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

If not, please explain:

N/A



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	Electric Forced Air
b. Cooking Type	Electric
c. AC Type	Central Air
d. Hot Water Type	Electric

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	36	42	0	0
Air Conditioning	0	19	23	0	0
Cooking	0	19	23	0	0
Lighting	0	15	22	0	0
Hot Water	0	18	20	0	0
Water	0	19	23	0	0
Sewer	0	21	26	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$147	\$179	\$0	\$0

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

- a. FALSE

HUD
- d. FALSE

Local PHA
- b. FALSE

Utility Company (Estimate)
- e. TRUE

Other: USDA- RD
- c. FALSE

Utility Company (Actual Survey)

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

K. SPECIAL HOUSING NEEDS

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

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

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

FALSE

- a. Any development in which (i) the greater of 5 units or 10% of 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.

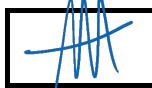
Documentation from source of assistance must be provided with the application.

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.

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

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

FALSE

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

FALSE

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

FALSE

Supportive Housing (as described in the Tax Credit Manual)

FALSE

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**)

K. SPECIAL HOUSING NEEDS

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

(If **True**, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

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

3. Leasing Preferences

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

Organization which holds waiting list: **Virginia Housing**

Contact person: **Llewellyn Anderson**

Title: **Managing Director of Federal Relief Programs**

Phone Number: **(804) 782-1986**

Action: Provide required notification documentation **(TAB L)**

b. Leasing preference will be given to individuals and families with children..... **FALSE**

(Less than or equal to 20% of the units must have of 1 or less bedrooms).

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

% of total Low Income Units **0%**

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

[Download Current CMA List from VirginiaHousing.com](#)

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

4. Target Population Leasing Preference

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

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

First Name: **Ari**

Last Name: **Severe**

Phone Number: **(240) 683-0300**

Email: **asevere@tmamgroup.com**

K. SPECIAL HOUSING NEEDS

5. Resident Well-Being (as defined in the manual)

Action: Provide appropriate documentation for any selection below (Tab S)

- FALSE

a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services.
- FALSE

b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.
- FALSE

c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

6. Rental Assistance

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

TRUE

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

- FALSE

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

Section 8 New Construction Substantial Rehabilitation
- FALSE

Section 8 Moderate Rehabilitation
- FALSE

Section 811 Certificates
- FALSE

Section 8 Project Based Assistance
- TRUE

RD 515 Rental Assistance
- FALSE

Section 8 Vouchers
- *Administering Organization:
- FALSE

State Assistance
- *Administering Organization:
- FALSE

Other:

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

FALSE

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

0

d. Number of units receiving assistance:

44

How many years in rental assistance contract?

1.00

Expiration date of contract:

4/5/2025

There is an Option to Renew.....

TRUE

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

7. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units?

FALSE

If so, how many existing Public Housing units?

0

L. UNIT DETAILS

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

Note: In order to qualify for any tax credits, a development must meet one of 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
5	10.87%	40% Area Median
0	0.00%	50% Area Median
41	89.13%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
46	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
5	10.87%	40% Area Median
0	0.00%	50% Area Median
41	89.13%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
46	100.00%	Total

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 **TRUE** 50% levels **FALSE**

c. The development plans to utilize average income testing..... **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.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	2	2	585.00	\$1,150.00	\$2,300
Mix 2	2 BR - 1 Bath	40% AMI	3	1	743.00	\$1,270.00	\$3,810
Mix 3	1 BR - 1 Bath	60% AMI	22		585.00	\$1,150.00	\$25,300
Mix 4	2 BR - 1 Bath	60% AMI	19		743.00	\$1,270.00	\$24,130
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0

L. UNIT DETAILS

Mix 10								\$0
Mix 11								\$0
Mix 12								\$0
Mix 13								\$0
Mix 14								\$0
Mix 15								\$0
Mix 16								\$0
Mix 17								\$0
Mix 18								\$0
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Mix 61								\$0
Mix 62								\$0
Mix 63								\$0
Mix 64								\$0
Mix 65								\$0
Mix 66								\$0

L. UNIT DETAILS

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
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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			46	3			\$55,540

Total Units	46	Net Rentable SF:	TC Units	30,386.00
			MKT Units	0.00
			Total NR SF:	30,386.00

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

M. OPERATING EXPENSES**Administrative:****Use Whole Numbers Only!**

1. Advertising/Marketing			\$2,500
2. Office Salaries			\$0
3. Office Supplies			\$5,054
4. Office/Model Apartment	(type <input type="text"/>)		\$0
5. Management Fee			\$48,024
7.40% of EGI	\$1,044.00	Per Unit	
6. Manager Salaries			\$51,368
7. Staff Unit (s)	(type <input type="text"/>)		\$0
8. Legal			\$74
9. Auditing			\$6,400
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$3,636
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$6,000
Total Administrative			\$123,056

Utilities

14. Fuel Oil		\$0
15. Electricity		\$4,200
16. Water		\$23,826
17. Gas		\$0
18. Sewer		\$12,553
Total Utility		\$40,579

Operating:

19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$0
21. Janitor/Cleaning Contract		\$0
22. Exterminating		\$3,750
23. Trash Removal		\$4,500
24. Security Payroll/Contract		\$0
25. Grounds Payroll		\$0
26. Grounds Supplies		\$0
27. Grounds Contract		\$0
28. Maintenance/Repairs Payroll		\$51,577
29. Repairs/Material		\$4,600
30. Repairs Contract		\$4,600
31. Elevator Maintenance/Contract		\$0
32. Heating/Cooling Repairs & Maintenance		\$1,500
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$750
35. Decorating/Payroll/Contract		\$1,000
36. Decorating Supplies		\$1,000
37. Miscellaneous		\$1,250
Totals Operating & Maintenance		\$74,527

M. OPERATING EXPENSES

Taxes & Insurance			
38. Real Estate Taxes			\$20,126
39. Payroll Taxes			\$10,709
40. Miscellaneous Taxes/Licenses/Permits			\$330
41. Property & Liability Insurance	\$406	per unit	\$18,693
42. Fidelity Bond			\$148
43. Workman's Compensation			\$7,682
44. Health Insurance & Employee Benefits			\$11,324
45. Other Insurance			\$0
Total Taxes & Insurance			\$69,012
Total Operating Expense			\$307,174
Total Operating Expenses Per Unit	\$6,678	C. Total Operating Expenses as % of EGI	47.35%
Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum)			\$28,750
Total Expenses			\$335,924

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	7/16/2024	Adam J. Stockmaster
b. Site Acquisition	12/31/2025	Adam J. Stockmaster
c. Zoning Approval	6/18/2024	Beth Ann Shealy
d. Site Plan Approval	N/A	N/A
2. Financing		
a. Construction Loan		
i. Loan Application	12/1/2024	Adam J. Stockmaster
ii. Conditional Commitment	1/1/2025	
iii. Firm Commitment	2/1/2025	
b. Permanent Loan - First Lien		
i. Loan Application	11/1/2024	Adam J. Stockmaster
ii. Conditional Commitment	1/1/2025	Jonathan Bell
iii. Firm Commitment	1/1/2025	Jonathan Bell
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List	DHCD HTF	Adam J. Stockmaster
ii. Application	12/1/2024	Adam J. Stockmaster
iii. Award/Commitment	3/1/2025	Chole Rote
2. Formation of Owner	5/2/2024	Adam J. Stockmaster
3. IRS Approval of Nonprofit Status	8/1/1990	Patrick Williams
4. Closing and Transfer of Property to Owner	12/31/2025	Adam J. Stockmaster
5. Plans and Specifications, Working Drawings	12/31/2024	Marc Feinstein
6. Building Permit Issued by Local Government	12/31/2025	Art Robinson
7. Start Construction	1/1/2026	Adam J. Sockmaster
8. Begin Lease-up	1/1/2026	Ari Severe
9. Complete Construction	9/1/2026	Adam J. Stockmaster
10. Complete Lease-Up	9/1/2026	Ari Severe
11. Credit Placed in Service Date	9/1/2026	Adam J. Stockmaster

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

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

Must Use Whole Numbers Only!		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
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)	3,142,000	0	3,142,000	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
Total Structure	3,142,000	0	3,142,000	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	200,000	0	200,000	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	200,000	0	200,000	0
Total Structure and Land	3,342,000	0	3,342,000	0
r. General Requirements	180,000	0	180,000	0
s. Builder's Overhead	60,000	0	60,000	0
(1.8% Contract)				
t. Builder's Profit	180,000	0	180,000	0
(5.4% Contract)				
u. Bonds	27,360	0	27,360	0
v. Building Permits	34,200	0	34,200	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: Builder's Risk	27,360	0	27,360	0
z. Other 2: Termite	10,000	0	10,000	0
aa. Other 3:	0	0	0	0
Contractor Costs	\$3,860,920	\$0	\$3,860,920	\$0

Construction cost per unit: \$83,933.04

MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$467,880

ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$420,000

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"
2. Owner Costs				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$3,370 /Unit)	155,000	0	155,000	0
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	0	0	0	0
e. Environmental	6,000	5,704	0	0
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	28,750	0	28,750	0
h. Appraisal	6,000	0	6,000	0
i. Market Study	4,500	4,278	0	0
j. Site Engineering / Survey	15,000	14,260	0	0
k. Construction/Development Mgt	15,000	0	15,000	0
l. Structural/Mechanical Study	6,500	0	6,500	0
m. Construction Loan Origination Fee	37,538	0	37,538	0
n. Construction Interest (7.5% for 8 months)	178,750	0	0	0
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	0	0	0	0
q. Permanent Loan Fee (2.0%)	82,500			
r. Other Permanent Loan Fees	75,000			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	15,000	2,377	12,500	0
u. Accounting	0	0	0	0
v. Title and Recording	35,000	16,161	18,000	0
w. Legal Fees for Closing	105,000	9,507	95,000	0
x. Mortgage Banker	75,000	0	0	0
y. Tax Credit Fee	30,346			
z. Tenant Relocation	115,000			
aa. Fixtures, Furnitures and Equipment	20,000	0	20,000	0
ab. Organization Costs	0			
ac. Operating Reserve	304,578			
ad. Contingency	55,200			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
ag. Supportive Service Reserves	0			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify:	Lease- Up Reserve	57,500	0	0	0
(2) Other* specify:	RD Protection Reserve	35,892	0	0	0
(3) Other* specify:		0	0	0	0
(4) Other* specify:		0	0	0	0
(5) Other* specify:		0	0	0	0
(6) Other* specify:		0	0	0	0
(7) Other* specify:		0	0	0	0
(8) Other* specify:		0	0	0	0
(9) Other* specify:		0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$1,459,054	\$52,287	\$394,288	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)		\$5,319,974	\$52,287	\$4,255,208	\$0
3. Developer's Fees		1,063,802	0	1,063,802	0
4. Owner's Acquisition Costs					
Land		182,320			
Existing Improvements		3,967,680	3,513,716		
Subtotal 4:		\$4,150,000	\$3,513,716		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$10,533,776	\$3,566,003	\$5,319,010	\$0

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

Maximum Developer Fee: \$1,063,802

Proposed Development's Cost per Sq Foot	\$190	Meets Limits
Applicable Cost Limit by Square Foot:	\$253	
Proposed Development's Cost per Unit	\$138,778	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	10,533,776	3,566,003	5,319,010	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)		3,566,003	5,319,010	0
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			1,595,703	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			6,914,713	0
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		3,566,003	6,914,713	0
7. Applicable Percentage		4.00%	4.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$142,640	\$276,589	\$0
		\$419,229 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. Virginia Housing			\$4,500,000	
2.				
3.				
Total Construction Funding:			\$4,500,000	

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)
				(Whole Numbers only)				
1.	USDA RD - Current			\$1,263,710	\$32,127	1.00%	50	50
2.	VH SPARC/REACH			\$2,000,000	\$105,547	3.95%	35	50
3.	VHTF			\$700,000		0.00%	0	30
4.	VH Tax Exempt Bonds			\$2,125,000	\$135,555	5.42%	35	50
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$6,088,710	\$273,229			

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

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

Q. SOURCES OF FUNDS

4. Subsidized Funding

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

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$5,000,000
b.	RD 515	\$1,263,710
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$2,000,000
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other:	
l.	Other:	

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:

52.51%

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.....

FALSE

R. EQUITY

1. Equity

a.	Portion of Syndication Proceeds Attributable to Historic Tax Credit				
	Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
	Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0
b.	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	\$377,773	(Note: Deferred Developer Fee cannot be negative.)		
iv.	45L Credit Equity	\$0			
v.	Other: RR	\$420,000			
	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		\$797,773		

2. Equity Gap Calculation

a. Total Development Cost		\$10,533,776
b. Total of Permanent Funding, Grants and Equity	-	\$6,886,483
c. Equity Gap		\$3,647,293
d. Developer Equity	-	\$366
e. Equity gap to be funded with low-income tax credit proceeds		\$3,646,927

3. Syndication Information (If Applicable)

a.	Actual or Anticipated Name of Syndicator:	▶ Richman Group			
	Contact Person:	Colin Gilbert	Phone:	203- 413- 0363	
	Street Address:	777 West Putnam Ave			
	City:	Greenwich	State:	CT	Zip: 6830
b.	Syndication Equity				
i.	Anticipated Annual Credits				\$419,229.00
ii.	Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)				\$0.870
iii.	Percent of ownership entity (e.g., 99% or 99.9%)				99.99000%
iv.	Syndication costs not included in Total Development Costs (e.g., advisory fees)				\$0
v.	Net credit amount anticipated by user of credits				\$419,187
vi.	Total to be paid by anticipated users of credit (e.g., limited partners)				\$3,646,927
c.	Syndication:	Private			
d.	Investors:	Corporate			

4. Net Syndication Amount	\$3,646,927
Which will be used to pay for Total Development Costs	
5. Net Equity Factor	86.9999863839%
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			\$10,533,776
2. Less Total of Permanent Funding, Grants and Equity	-		\$6,886,483
3. Equals Equity Gap			\$3,647,293
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)			86.9999863839%
5. Equals Ten-Year Credit Amount Needed to Fund Gap			\$4,192,291
Divided by ten years			10
6. Equals Annual Tax Credit Required to Fund the Equity Gap			\$419,229
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)			\$419,229
8. Requested Credit Amount		For 30% PV Credit:	\$419,229
		For 70% PV Credit:	\$0
Credit per LI Units	\$9,113.6739	Combined 30% & 70% PV Credit Requested	
Credit per LI Bedroom	\$6,165.1324		
			\$419,229

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	\$55,540
Plus Other Income Source (list): <u>Laundry & Vending</u>	<u>\$2,595</u>
Equals Total Monthly Income:	<u>\$58,135</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$697,620
Less Vacancy Allowance <u>7.0%</u>	<u>\$48,833</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u>\$648,787</u>

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

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

3. Cash Flow (First Year)

a.	Annual EGI Low-Income Units	\$648,787
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$648,787
d.	Total Expenses	\$335,924
e.	Net Operating Income	\$312,863
f.	Total Annual Debt Service	\$273,229
g.	Cash Flow Available for Distribution	\$39,634

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	648,787	661,762	674,998	688,498	702,267
Less Oper. Expenses	335,924	346,002	356,382	367,073	378,085
Net Income	312,863	315,761	318,616	321,424	324,182
Less Debt Service	273,229	273,229	273,229	273,229	273,229
Cash Flow	39,634	42,532	45,387	48,195	50,953
Debt Coverage Ratio	1.15	1.16	1.17	1.18	1.19

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	716,313	730,639	745,252	760,157	775,360
Less Oper. Expenses	389,428	401,111	413,144	425,538	438,305
Net Income	326,885	329,528	332,108	334,618	337,055
Less Debt Service	273,229	273,229	273,229	273,229	273,229
Cash Flow	53,656	56,299	58,879	61,389	63,826
Debt Coverage Ratio	1.20	1.21	1.22	1.22	1.23

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	790,867	806,685	822,818	839,275	856,060
Less Oper. Expenses	451,454	464,997	478,947	493,316	508,115
Net Income	339,413	341,687	343,871	345,959	347,945
Less Debt Service	273,229	273,229	273,229	273,229	273,229
Cash Flow	66,184	68,458	70,642	72,730	74,716
Debt Coverage Ratio	1.24	1.25	1.26	1.27	1.27

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

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: 9

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

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				
			Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS																					
1.	VA0342001	4		8801-8807 Crismond Lane		Spotsylvania Co	VA	22551	\$310,087		4.00%	\$12,403	\$601,280		4.00%	\$24,051				\$0				
2.	VA0342002	4		8811-8817 Crismond Lane		Spotsylvania Co	VA	22551	\$310,087		4.00%	\$12,403	\$601,280		4.00%	\$24,051				\$0				
3.	VA0342003	4		8821-8827 Crismond Lane		Spotsylvania Co	VA	22551	\$310,087		4.00%	\$12,403	\$601,280		4.00%	\$24,051				\$0				
4.	VA0342004	4		8841-8847 Crismond Lane		Spotsylvania Co	VA	22551	\$310,087		4.00%	\$12,403	\$601,280		4.00%	\$24,051				\$0				
5.	VA0342005	4		8851-8857 Crismond Lane		Spotsylvania Co	VA	22551	\$310,087		4.00%	\$12,403	\$601,280		4.00%	\$24,051				\$0				
6.	VA0342006	4		8861-8867 Crismond Lane		Spotsylvania Co	VA	22551	\$310,087		4.00%	\$12,403	\$601,280		4.00%	\$24,051				\$0				
7.	VA0342007	6		8911-8921 Crismond Lane		Spotsylvania Co	VA	22551	\$465,131		4.00%	\$18,605	\$901,919		4.00%	\$36,077				\$0				
8.	VA0342008	8		8931-8945 Crismond Lane		Spotsylvania Co	VA	22551	\$620,175		4.00%	\$24,807	\$1,202,557		4.00%	\$48,102				\$0				
9.	VA0342009	8		8951-8965 Crismond Lane		Spotsylvania Co	VA	22551	\$620,175		4.00%	\$24,807	\$1,202,557		4.00%	\$48,102				\$0				
10.									\$0			\$0				\$0				\$0				
11.									\$0			\$0				\$0				\$0				
12.									\$0			\$0				\$0				\$0				
13.									\$0			\$0				\$0				\$0				
14.									\$0			\$0				\$0				\$0				
15.									\$0			\$0				\$0				\$0				
16.									\$0			\$0				\$0				\$0				
17.									\$0			\$0				\$0				\$0				
18.									\$0			\$0				\$0				\$0				
19.									\$0			\$0				\$0				\$0				
20.									\$0			\$0				\$0				\$0				
21.									\$0			\$0				\$0				\$0				
22.									\$0			\$0				\$0				\$0				
23.									\$0			\$0				\$0				\$0				
24.									\$0			\$0				\$0				\$0				
25.									\$0			\$0				\$0				\$0				
26.									\$0			\$0				\$0				\$0				
27.									\$0			\$0				\$0				\$0				
28.									\$0			\$0				\$0				\$0				
29.									\$0			\$0				\$0				\$0				
30.									\$0			\$0				\$0				\$0				
31.									\$0			\$0				\$0				\$0				
32.									\$0			\$0				\$0				\$0				
33.									\$0			\$0				\$0				\$0				
34.									\$0			\$0				\$0				\$0				
35.									\$0			\$0				\$0				\$0				
46		0 If development has more than 35 buildings, contact Virginia Housing.																						
Totals from all buildings									\$3,566,003				\$6,914,713			\$0								
												\$142,640				\$276,589				\$0				

Number of BINS: 9

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:

The Pines Apartments LLC

The Pines Apartments MM LLC

By: 

Its:

Adam J. Stockmaster, Manager of AS Squared, LLC


(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:	Alan R. Miner, AIA
Virginia License#:	0401011591
Architecture Firm or Company:	Miner Feinstein Architects, LLC

By:	
Its:	Principal/Member
	(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	Y	0 or 10	10.00
e. Location in a revitalization area with resolution	N	0 or 15	0.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
	Total:		10.00

2. HOUSING NEEDS CHARACTERISTICS:			
a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
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	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	Y	0 or 15	15.00
h. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
	Total:		20.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			49.00
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	7%	Up to 15	0.98
i. Developments with less than 100 low income units	Y	up to 20	20.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			89.98

4. TENANT POPULATION CHARACTERISTICS:

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			N	0 or 15	0.00
b.	<plus> Percent of Low Income units with 3 or more bedrooms			0.00%	Up to 15	0.00
c.	Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)			0.00%	Up to 10	0.00
d.	Units with rents at or below 40% of AMI (up to 10% of LI units)			10.87%	Up to 10	10.00
e.	Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI			10.87%	Up to 50	10.87
f.	Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI			10.87%	Up to 25	0.00
or g.	Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI			10.87%	Up to 50	0.00
				Total:		20.87

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
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:			20.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	89.00
b. Cost per unit		Up to 100	87.52
Total:			176.52

7. BONUS POINTS:

a. Extended Use Restriction	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	N	0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	N	0 or 5	0.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			5.00

400 Point Threshold - all 9% Tax Credits

300 Point Threshold - Tax Exempt Bonds

TOTAL SCORE:

342.37

Enhancements:

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	20.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	1.00
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	3.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>49.00</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: 49.00

X.

Development Summary

Summary Information

2024 Low-Income Housing Tax Credit Application For Reservation

Deal Name:

The Pines

Cycle Type:4% Tax Exempt Bonds Credits

Requested Credit Amount:\$419,229

Allocation Type:Acquisition/Rehab

Jurisdiction:Spotsylvania County

Total Units46

Population Target:General

Total LI Units46

Total Score342.37

Project Gross Sq Ft:33,630.00

Owner Contact:Adam

Stockmaster

Green Certified?TRUE

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$6,088,710	\$132,363	\$181	\$273,229
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$3,342,000	\$72,652	\$99	31.73%
General Req/Overhead/Profit	\$420,000	\$9,130	\$12	3.99%
Other Contract Costs	\$98,920	\$2,150	\$3	0.94%
Owner Costs	\$1,459,054	\$31,719	\$43	13.85%
Acquisition	\$4,150,000	\$90,217	\$123	39.40%
Developer Fee	\$1,063,802	\$23,126	\$32	10.10%
Total Uses	\$10,533,776	\$228,995		

Income		
Gross Potential Income - LI Units		\$697,620
Gross Potential Income - Mkt Units		\$0
Subtotal		\$697,620
Less Vacancy %	7.00%	\$48,833
Effective Gross Income		\$648,787

Rental Assistance?

TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$123,056	\$2,675
Utilities	\$40,579	\$882
Operating & Maintenance	\$74,527	\$1,620
Taxes & Insurance	\$69,012	\$1,500
Total Operating Expenses	\$307,174	\$6,678
Replacement Reserves	\$28,750	\$625
Total Expenses	\$335,924	\$7,303

Cash Flow	
EGI	\$648,787
Total Expenses	\$335,924
Net Income	\$312,863
Debt Service	\$273,229
Debt Coverage Ratio (YR1):	1.15

Total Development Costs	
Total Improvements	\$5,319,974
Land Acquisition	\$4,150,000
Developer Fee	\$1,063,802
Total Development Costs	\$10,533,776

Proposed Cost Limit/Sq Ft:

\$190

Applicable Cost Limit/Sq Ft:

\$253

Proposed Cost Limit/Unit:

\$138,778

Applicable Cost Limit/Unit:

\$246,756

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	22
# of 2BR	24
# of 3BR	0
# of 4+ BR	0
Total Units	46

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	5	5
50% AMI	0	0
60% AMI	41	41
>60% AMI	0	0
Market	0	0

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	\$419,229
Credit Requested	\$419,229
% 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	\$6,383,776		
Total Square Feet	33,630.00		
Proposed Cost per SqFt	\$189.82		
Applicable Cost Limit per Sq Ft	\$253.00		
% of Savings	24.97%		
Total Units	46		
Proposed Cost per Unit	\$138,778		
Applicable Cost Limit per Unit	\$246,756		
% of Savings	43.76%		
Max % of Savings	43.76%	Sliding Scale Points	87.52

Tab A:

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

OPERATING AGREEMENT

Of

THE PINES APARTMENTS LLC

This Operating Agreement ("Agreement") is made and entered into as of May 2, 2024, by its initial member, The Pines MM LLC, a Virginia limited liability company (the "Member").

Article I. Organization and Purpose

A. *Formation.* The party to this Agreement acknowledges and affirms the formation of The Pines Apartments LLC, a Virginia limited liability company (the "Company"), by the filing of Articles of Organization with the Virginia State Corporation Commission, and this Agreement is hereby adopted pursuant to the Virginia Limited Liability Company Act (the "Act").

B. *Name.* The name of the limited liability company is "**The Pines Apartments LLC.**"

C. *Purpose.* The purpose for which the Company is formed is to transact any or all lawful business, not required to be specifically stated in this Agreement, for which limited liability companies may be formed under the Act, as the same may be amended from time to time.

D. *Office.* The principal office of the Company is located at 1375 Piccard Drive, Suite 375, Rockville, Maryland 20850, or at such other places as the Manager (as defined below) may designate.

E. *Term.* The term of the Company commenced on the date the Company's Articles of Organization was accepted for filing by the Virginia State Corporation Commission, and shall be perpetual unless sooner dissolved and terminated as provided in this Agreement.

F. *Tax Matters Member/Partner.* The Pines MM LLC shall be the "Tax Matters Member/Partner" for federal income tax purposes, and as such, shall represent the Company in dealing with the Internal Revenue Service or other state or federal tax authorities, and shall be the Member to whom all official government tax notices shall be sent.

G. *Other Ventures.* The Member may be involved in other business ventures, independently or with others, and the Company shall not have any rights by virtue of this Agreement in the independent ventures or the income or profits derived from them.

H. *Company Operation.* The Manager shall operate and maintain the business affairs of the Company in accordance with this Agreement and shall cause the Company to adhere to the following:

1. The Company shall maintain separate financial statements, showing its

assets and liabilities separate and apart from those of any other person or entity and shall not have its assets listed on the financial statement of any other entity.

2. The Company shall file its tax returns separate from those of any other entity and shall not file a consolidated federal income tax return with any other entity.

3. The Company shall be responsible for and shall pay its own liabilities and expenses out of its own funds.

4. The Company shall ensure its existence and identity separate and apart from that of any other entity and shall take all efforts to correct any known misunderstanding regarding its separate identity.

Article II. Capital Contributions

A. *Capital Contributions.* The Member shall make the capital contributions to the Company from time to time in the amounts set forth on Exhibit A hereto. No Member shall be required to make any capital contribution to the Company, except as expressly agreed upon in writing by the Member.

B. *Membership Interests.* “Membership Interest” shall mean the entire interest of the Member in the Company representing such Member's rights, powers and privileges under this Agreement.

C. *Members.* The term “Member” shall include the Member and any other person or entity hereafter admitted as a member in the Company pursuant to the terms of this Agreement. The name and mailing address of the Member and the amount contributed to the capital of the Company is set forth on Exhibit A attached hereto.

D. *Capital Accounts.* Capital Accounts shall be maintained in accordance with Section 704 of the Internal Revenue Code of 1986, as amended, (the “Code”), and the Treasury Regulations promulgated thereunder (“Capital Accounts”). It is the intent of the Member to comply with the purposes of these laws and this Agreement should be construed accordingly.

E. *Interest on and Return of Capital Contributions.* No Member shall be entitled to interest on its capital contribution. No Member shall be entitled to withdraw any part of its capital contribution or its Capital Account or to receive any distribution from the Company, and there shall be no obligation to return to any Member or withdrawn Member any part of such Member's capital contributions for so long as the Company continues in existence, except as specifically provided in this Agreement.

F. *Loans Not to be Treated as Capital Contributions.* Loans or advances by any Member to the Company shall not be considered Capital Contributions and shall not increase the Capital Account balance of the lending or advancing Member. No Member shall be required under any circumstances to contribute or lend any money or property to the Company.

G. *Loans From Third Parties.* The Company may enter into any loan agreement or incur any indebtedness approved by the Manager in accord with this Agreement.

Article III. Distributions/Profits and Losses

A. Except as otherwise provided herein, the Company shall make distributions in amounts and at times as determined by the Manager in accordance with the respective membership interests of each Member.

B. *Definition of Profits and Losses.* “Profits” and “Losses” shall mean the taxable income or loss, as the case may be, for a period (or from a transaction) as determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss).

C. *General Allocation of Profits and Losses.* Profits and Losses for any fiscal period shall be allocated to each Member in accordance with and in proportion to their respective membership interests.

D. *Tax Year and Accounting Methods.* It is the intent of the Member that the Company be treated as a disregarded entity for federal and state tax purposes. The taxable year of the Company shall be the calendar year.

Article IV. Management

A. *Management by Manager.* The Company shall be managed by a manager (the “Manager”) and as such shall be a “manager managed” company. The Manager may appoint a president and a secretary to act on behalf of the Company, and each such appointee shall have the powers typically prescribed for such position in a Virginia limited liability company.

B. *Initial Manager.* The initial Manager of the Company shall be The Pines MM LLC, which shall serve as Manager until the Member or the Members holding a majority of ownership interests in the Company appoint a new Manager.

C. *Authority of Manager.* The Manager (or its appointee) has the sole authority to manage the Company and is authorized to make any contracts, enter into any transactions, and make and obtain any commitments on behalf of the Company to conduct or further the Company’s business.

D. *Exculpation of Manager.* The Manager is released from and shall have no liability for damages and other monetary relief to the full extent permitted by the Act.

Article V. Liability, Exculpation and Indemnification

A. *Liability to Third Parties.*

1. Except as otherwise expressly required by law, a Member shall have no liability in excess of (a) the amount of such Member's Capital Contributions, (b) the Member's share of any assets and undistributed profits of the Company, (c) the Member's obligation to make other payments expressly provided for in this Agreement, and (d) the amount of any distributions wrongfully distributed to such Member.

2. No Covered Person (as defined below) shall be liable or obligated personally for any debt, obligation or liability of the Company. The term "Covered Person" shall mean the Member and his Affiliates, the Manager, and all officers, directors, shareholders, partners, members, employees, representatives and agents of the Member and his respective Affiliates and the heirs, executors and personal representatives of the foregoing, and all of their successors and permitted assignees (if any).

B. *Exculpation.* No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or mission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

C. *Indemnification.* A Covered Person shall be entitled to indemnification from the Company, to the fullest extent permitted by applicable law, for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this paragraph shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof. No amendment or repeal of this Section shall limit or eliminate the right to indemnification provided hereunder with respect to acts of omissions occurring prior to such amendment or repeal.

D. *Expenses.* All expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall be advanced by the Company prior to the final disposition thereof upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified hereunder.

E. *Effect of Invalid Provisions.* If any provision of this Article shall be adjudicated invalid or unenforceable, such adjudication shall not be deemed to invalidate or otherwise affect any

other provision hereof or any power of indemnity which the Company may have under the laws of the Commonwealth of Virginia.

Article VI. Admission of a New Member

A. *Admission of a New Member.* Additional Membership Interests may be issued and additional Members may be admitted to the Company only by approval of the sole Member.

Article VII. Dissolution

A. *Events Resulting in Dissolution.* Except as provided in this Article VII, the Company shall be dissolved subject only to the specific restrictions set forth in this Agreement, upon the approval of the sole Member and the Manager or upon judicial dissolution pursuant to the Act.

B. *Conclusion of Affairs.* In the event of the dissolution of the Company for any reason, the Manager shall proceed promptly to wind up the affairs of and liquidate the Company. After providing for the payment of all debts and liabilities of the Company and all expenses of liquidation, and subject to any reserves as it may deem reasonably necessary for any contingencies or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other assets of the Company shall be distributed to or for the benefit of the sole Member in accordance with this Agreement.

C. *Order of Priority in Liquidation.* If the Company is terminated, the Manager shall proceed with the liquidation of the Company as provided in the previous section and the proceeds from the liquidation shall be applied as follows:

1. First, to the payment of debts and liabilities of the Company, other than loans and advances that may have been made by the Member to the Company, and the expenses of liquidation;

2. Next, the proceeds shall be applied to the payment of any loans or advances that may have been made by any Member to the Company but if the amount available for repayment is insufficient, then on a pro rata basis;

3. Next, the Company's assets shall be distributed to the Member.

D. *Termination.* Upon completion of the liquidation of the Company and the distribution of all the Company's assets, the Company shall terminate, and the Manager shall execute and record a Certificate of Cancellation of the Company as well as any and all other documents required to effectuate the dissolution and termination of the Company.

E. *No Deficit Restoration Obligation; No Liability for Return of Capital.* A negative or deficit balance in the Member's Capital Account shall not be deemed to be an asset of the Company, and a Member with a negative or deficit Capital Account balance shall have no

obligation to the Company or to any third party or creditor to restore such negative or deficit balance.

Article VIII. Miscellaneous

A. *Books and Records.* At all times during the term of the Company, the Manager shall keep, or cause to be kept, full and faithful books of account, records and supporting documents of the Company. The books of account, records, and all documents and other writings of the Company shall be kept separate and apart from any other person or entity and shall be maintained at the principal office of the Company.

B. *Amendment.* This Agreement may only be modified or amended by a written instrument signed by the sole Member.

C. *Notices.* For purposes of this Agreement, notices, offers and acceptances must be in writing and shall be deemed to be served and received at the time hand delivered or sent by overnight courier or U.S. certified mail to the last known address of the party involved or when delivered in person. Notices to the Member or the Manager shall be directed to Adam Stockmaster at 1375 Piccard Drive, Suite 375, Rockville, Maryland 20850.

D. *Enforceability.* The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted.

E. *Binding Effect.* This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement, their successors, heirs, personal representatives and assigns.

F. *Interpretation.* Whenever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

G. *Governing Law.* This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without reference to its conflicts of laws rules.

H. *Headings.* The headings, subheadings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

[Signature Page Follows]

The undersigned, being the sole Member of the Company, hereby agrees, acknowledges and certifies that the foregoing Agreement constitutes the sole and entire Operating Agreement of the Company, adopted as of the date first above written.

SOLE MEMBER:

The Pines MM LLC,
a Virginia limited liability company,

By: TMG I LLC, a Virginia limited
liability company, its Manager

By: AS Squared, LLC, a Virginia limited
liability company, its Manager

By: 
Adam J. Stockmaster, Manager

The undersigned, having been named as the Manager in the foregoing Agreement, hereby agrees, acknowledges and accepts the position of Manager as described in the Agreement.

MANAGER:

The Pines MM LLC,
a Virginia limited liability company,

By: TMG I LLC, a Virginia limited
liability company, its Manager

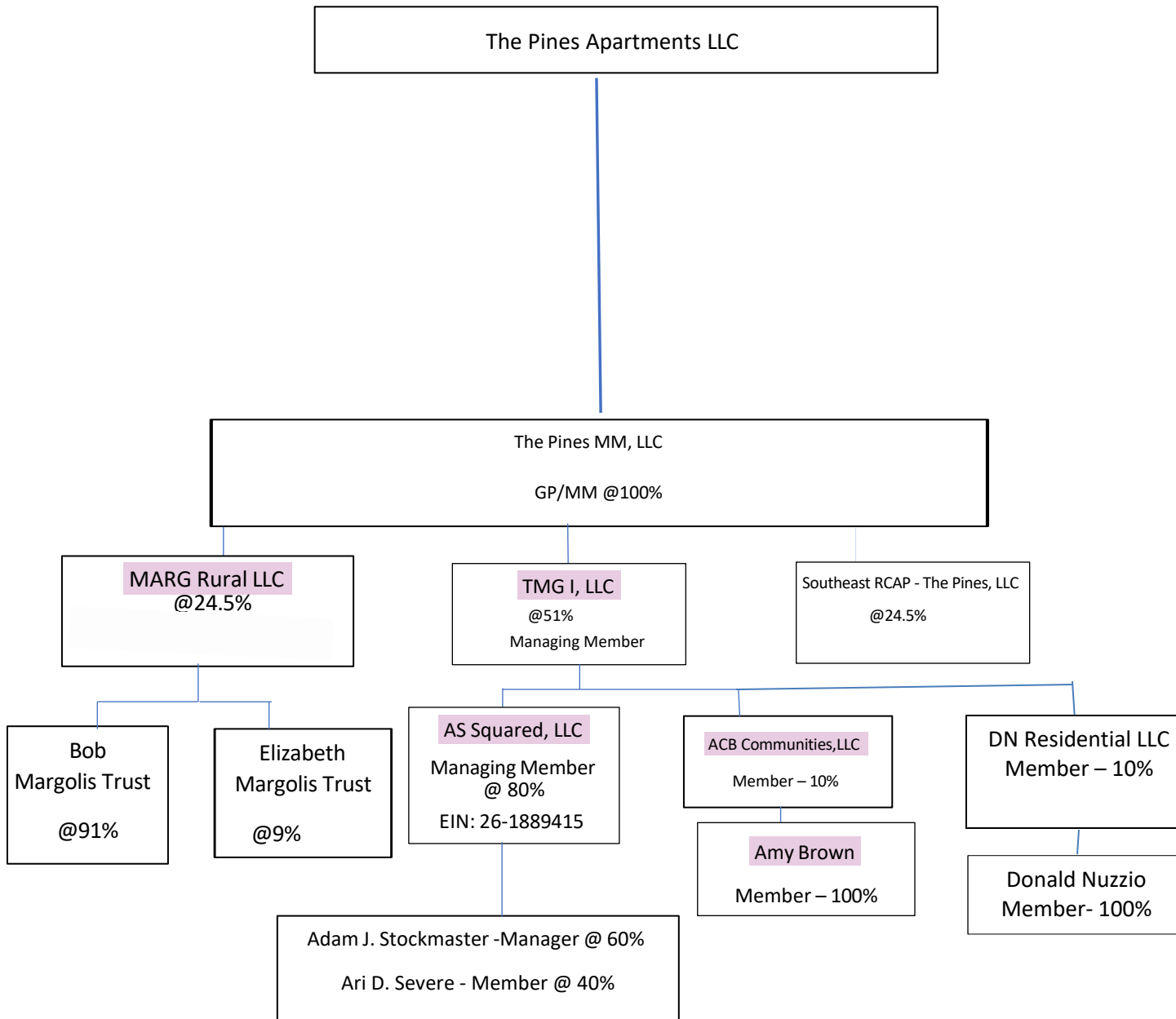
By: AS Squared, LLC, a Virginia limited
liability company, its Manager

By: 
Adam J. Stockmaster, Manager

EXHIBIT A

<u>Member Name</u>	<u>Member Address</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
The Pines MM LLC	1375 Piccard Drive, #375 Rockville, MD 20850	\$100.00	100%

The Pines Apartments LLC - Initial Operating Agreement(105165624.2)



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)



**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

Office of the Clerk

May 2, 2024

Capitol Seivices
PO Box 1831
Austin, TX, 78767

RECEIPT

RE: The Pines Apartments LLC
ID: 11691615
FILING NO: 2405027179657
WORK ORDER NO: 202405024958904

Dear Customer:

This is your receipt for \$100.00 to cover the fee for filing articles of organization for a limited liability company with this office.

The effective date of the certificate of organization is May 2, 2024.

If you have any questions, please call (804) 371-9733 or toll-free 1-866-722-2551.

Sincerely,

Bernard J. Logan
Clerk of the Commission

Delivery Method: Email

New Federal Requirement: Reporting of Beneficial Ownership Information

Beginning January 1, 2024, certain types of corporations, limited liability companies, and other similar entities created in or registered to do business in the United States must report information about their beneficial owners—the persons who ultimately own or control the company—to the Department of the Treasury’s Financial Crimes Enforcement Network (FinCEN). Additional information about the reporting requirements, including answers to questions such as “is my company required to report beneficial ownership information to FinCEN,” “who is a beneficial owner,” and “when do I need to report my company’s beneficial ownership information” is available on FinCEN’s beneficial ownership information webpage, <https://www.fincen.gov/boi>.

Next step: Go to <https://www.fincen.gov/boi> to determine if your new entity needs to report information about their beneficial owners—the persons who ultimately own or control the company—to Treasury’s Financial Crimes Enforcement Network (FinCEN).

FinCEN contact information is as follows:

Email: **FRC@fincen.gov**

Website: <https://www.fincen.gov/contact>

Phone number: 1-800-767-2825

To view Corporate Transparency Act Frequently Asked Questions (FAQs) please visit the following link: <https://scc.virginia.gov/pages/Businesses>.

Delivery Method: Email

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, May 2, 2024

This is to certify that the certificate of organization of

The Pines Apartments 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: May 2, 2024



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Limited Liability Company - Articles of Organization

Entity Information

Entity Name: The Pines Apartments LLC Entity Type: Limited Liability Company

Business Type

Industry Code: 0 - General

Duration

Perpetual(forever)

Registered Agent Information

RA Type: Entity

Locality: HANOVER COUNTY

RA Qualification: N/A

Name: Universal Registered
Agents, Inc.

Email Address: krockwell@uragents.com

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

Registered Office Address: 7288 Hanover Green Dr,
Mechanicsville, VA, 23111 -
1709, USA

Contact Number: N/A

Principal Office Address

Address: 1375 Piccard Dr Ste 375, Rockville, MD, 20850 - 4351, USA

Principal Information

Management Structure: N/A

Signature Information

Date Signed: 05/02/2024

Executed in the name of the limited liability company by:

Printed Name	Signature	Title
Allison T. Domson	Allison T. Domson	Organizer

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, MAY 2, 2024

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

The Pines Apartments 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 May 2, 2024.

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, appearing to read "Samuel T. Towell", with a long horizontal flourish extending to the right.

Samuel T. Towell
Commissioner

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: **The Pines**

Name of Applicant (entity): **The Pines Apartments 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

Adam J. Stockmaster

Printed Name

7/8/2024

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

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: The Pines

Name of Applicant: The Pines Apartments 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.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: <u>Robert Margolis</u>		Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <u>N</u>						
				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	Pine Tree Village Senior Painted Post, NY	Pine Tree Village LP 240-428-7799	Robert Margolis Y	35	35	2002	2003	N
2	Oxford Manor New Oxford, PA	New Oxford I LP 240-428-7799	MARG Rural, LLC Y	32	32	2003	2003	N
3	Lincoln Shinnston, WV	New Shinnston I LP 240-428-7799	MARG Rural, LLC Y	32	32	2003	2003	N
4	Great Mills Court Lexington Park, MD	New Great Mills I LP 240-428-7799	MARG Rural, LLC Y	44	44	2004	2005	N
5	Lawrenceville Manor Lawrenceville, VA	Lawrenceville I LP 240-428-7799	MARG Rural, LLC Y	24	24	2004	2005	N
6	Brookeside Square Boykins, VA	Brookeside Square LP 240-428-7799	MARG Rural, LLC Y	32	32	2004	2005	N
7	Reese Village Emporia, VA	Reese I LP 240-428-7799	MARG Rural, LLC Y	40	40	2004	2005	N
8	Stonewall Gardens Bridgeport, WV	Stonewall I LP 240-428-7799	MARG Rural, LLC Y	44	44	2004	2004	N
9	Caroline Manor II Bowling Green, VA	Caroline Manor II LP 240-428-7799	MARG Rural, LLC Y	17	17	2005	2005	N
10	Keysville Manor Keysville, VA	New Keysville I LP 240-428-7799	MARG Rural, LLC Y	24	24	2005	2005	N
11	Tyler Run I Edenton, NC	Tyler Run I LP 240-428-7799	MARG Rural, LLC Y	50	50	2004	2006	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)

12	Tyler Run II Edenton, NC	Tyler Run II LP 240-428-7799	MARG Rural, LLC Y	60	60	2005	2008	N
13	Walker Landing Elizabeth City, NC	Walker Landing, LLC 240-428-7799	Walker Landing Partner LLC Y	155	155	2006	2009	N
14	Laural Woods Ashland, VA	Laural Woods LP 240-428-7799	MARG Rural, LLC Y	40	40	2007	2008	N
15	Meg Village Sissonville, WV	Meg Village LP 240-428-7799	MARG Rural, LLC Y	41	41	2007	2008	N
16	Cole Harbour Blackstone, VA	Cole Harbour LP 240-428-7799	MARG Rural, LLC Y	36	36	2008	2009	N
17	The Meadows Farmville, VA	Meadows Apartments LP 240-428-7799	MARG Rural, LLC Y	40	40	2009	2009	N
18	Cedar Street Smithfield, VA	Cedar Street Apartments LP 240-428-7799	MARG Rural, LLC Y	24	24	2009	2010	N
19	Baker Heights Martinsburg, WV	Baker I LP 240-428-7799	MARG Rural, LLC Y	56	56	2010	2010	N
20	Henry Williams Petersburg, VA	Owens Court LP 240-428-7799	MARG Rural, LLC Y	42	42	2012	2013	N
21	Llewellyn Village Middleburg, VA	Llewellyn Village LP 240-428-7799	MARG Rural, LLC Y	16	16	2010	2011	N
22	Courthouse Lane II Bowling Green, VA	Courthouse Lane II LP 240-428-7799	MARG Rural, LLC Y	24	24	2010	2011	N
23	Crossroads Mt. Hope, WV	New Cross Roads I LP 240-428-7799	MARG Rural, LLC Y	49	49	2011	2011	N
24	Unity Terrace Fairmont, WV	New Unity Terrace I LP 240-428-7799	MARG Rural, LLC Y	99	99	2011	2011	N
25	Parkway Village Waynesboro, VA	Parkway Village Apartments LP 240-428-7799	MARG Rural, LLC Y	126	126	2012	2014	N
26	Gypsy Hill House Apartments Staunton, VA	Gypsy Hill House I LP 240-428-7799	Marshall, LLC Y	100	100	2012	2014	N
27	Southside Gardens Portsmouth, VA	Southside Gardens Apartments LP 240-428-7799	MARG Rural, LLC Y	134	134	2011	2012	N
28	Apple Tree Gardens Ranson, WV	New Apple Tree Gardens I LP 240-428-7799	MARG Rural, LLC Y	93	93	2012	2012	N
29	Marjorie Gardens Morgantown, WV	Marjorie Gardens I LP 240-428-7799	MARG Rural, LLC Y	126	126	2014	2015	N
30	Ryan Village Princeton, WV	Ryan Village I LP 240-428-7799	MARG Rural, LLC Y	44	44	2015	2016	N
31	Lowe Gardens Shepherdstown, WV	Lowe Gardens I LP 240-428-7799	MARG Rural, LLC Y	24	24	2013	2013	N
32	Cedar Creek Phase I Middletown, VA	Cedar Creek Apartments I LP 240-428-7799	Marshall, LLC Y	46	46	2015	2017	N
33	Royal Hills Apartments Phase I Front Royal, VA	Royal Hills Apartments I LP 240-428-7799	Marshall, LLC Y	46	46	2015	2017	N
34	Malvern Hills Apartments Portsmouth, VA	Malvern Hills Apartments LP 240-428-7799	Marshall, LLC Y	55	55	2014	2015	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)

35	Tucker Manor Parsons, WV	Tucker Manor I LP 240-428-7799	MARG Rural, LLC Y	30	30	2013	2013	N
36	Samuel Chase Apartments Princess Anne, MD	Samuel Chase Associates LP 240-428-7799	MARG Rural, LLC Y	60	60	2015	2016	N
37	Shreveport Ridge Ashburn, VA	Shreveport Ridge LP 240-428-7799	MARG Rural, LLC Y	98	98	2014	2015	N
38	The Woods @ Brambleton Ashburn, VA	Brambleton Apartments LLC 240-428-7799	MARG Rural, LLC Y	202	202	2015	2016	N
39	Chestertown Cove Chestertown, MD	Chestertown Cove Preservation LP 240-428-7799	MARG Rural, LLC Y	34	34	2018	2019	N
40	Greenwood Village Cambridge, MD	Greenwood Village Preservation LP 240-428-7799	MARG Rural, LLC Y	20	20	2018	2019	N

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

1st PAGE

TOTAL: 2,294 2,294

LIHTC as % of
100% **Total Units**
v.2024.1

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Alpine Village Terra Alta, WV	Alpine Village Apartments, LP 240-428-7799	MARG Rural, LLC Y	44	44	2018	2018	N
47	Lex Woods Lexington Park, MD	Lex Woods Preservation LP 240-428-7799	MARG Rural, LLC Y	70	70	2019	2019	N
48	Slippery Hill Graysonville, MD	Slippery Hill I LP 240-428-7799	MARG Rural, LLC N	59	59	2020	2020	N
49	Ashburn Chase I	Ashburn Chase LLC	MARG Rural, LLC	48	48	2020	2020	N
50	Ashburn Chase II, VA	Ashburn Chase II LLC	MARG Rural, LLC	48	48	2020	2020	N
51	Birchwood I Ashburn, VA	Birchwood, LLC 240-428-7799	MARG Rural, LLC Y	56	56	2019	2019	N
52	Birchwood II Ashburn, VA	Birchwood II, LLC 240-428-7799	MARG Rural, LLC Y	27	27	2019	2019	N
53	Iron Branch Dagsboro Hundred, DE	Iron Branch Associates, LP 240-428-7799	MARG Rural, LLC N	38	38	2019	2019	N
54	MDL Flats - 1550 Washington, DC	TM DBT Limited Partnership 240 428-7799	MARG Rural, LLC N	76	76	2022	2022	N
55	MDXL Flats - 1530 Washington, DC	TM Jacob 1530 LLC 240 428-7799	MARG Rural, LLC Y	101	101	2023	2023	N
56	Brittany Bay Rock Hall, MD	Brittany Bay Associates Limited Partnership 240 428-7799	MARG Rural, LLC Y	40	40	TBD	TBD	N
57	BrookMeadow Chestertown, MD	Brookmeadow Preservation LP 240 428-7799	MARG Rural, LLC Y	33	33	2023	2023	N
58	Carrolltowne Village Eldersburg, MD	Carrolltowne Village Development, LLC	MARG Rural, LLC Y	40	40	2020	2020	N
59	The Woods at BTCS Brambleton, VA	Woods at BTCS LLC 240 428-7799	MARG Rural, LLC Y	55	55	2021	2021	N
60	The Coile Newport News, VA	311 33rd Street LLC 240 428-7799	MARG Rural, LLC Y	62	62	TBD	TBD	N
61	Fox Ridge Princeton, WV	Fox Ridge Apartments TM LLC 240 428-7799	MARG Rural, LLC Y	108	108	2023	2024	N
62	Monongah Heights Fairmont, WV	Monogah Heights Apartments TM LLC 240 428-7799	MARG Rural, LLC Y	40	40	7/15/1905	7/15/1905	N
100								

2nd PAGE TOTAL: 945 945

GRAND TOTAL: 3,239 3,239

LIHTC as % of
100% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: The Pines

Name of Applicant: The Pines Apartments 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.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: Elizabeth Margolis

Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
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"
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2	Oxford Manor New Oxford, PA	New Oxford I LP 240-428-7799	MARG Rural, LLC Y	32	32	2003	2003	N
3	Lincoln Shinnston, WV	New Shinnston I LP 240-428-7799	MARG Rural, LLC Y	32	32	2003	2003	N
4	Great Mills Court Lexington Park, MD	New Great Mills I LP 240-428-7799	MARG Rural, LLC Y	44	44	2004	2005	N
5	Lawrenceville Manor Lawrenceville, VA	Lawrenceville I LP 240-428-7799	MARG Rural, LLC Y	24	24	2004	2005	N
6	Brookeside Square Boykins, VA	Brookeside Square LP 240-428-7799	MARG Rural, LLC Y	32	32	2004	2005	N
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8	Stonewall Gardens Bridgeport, WV	Stonewall I LP 240-428-7799	MARG Rural, LLC Y	44	44	2004	2004	N
9	Caroline Manor II Bowling Green, VA	Caroline Manor II LP 240-428-7799	MARG Rural, LLC Y	17	17	2005	2005	N
10	Keysville Manor Keysville, VA	New Keysville I LP 240-428-7799	MARG Rural, LLC Y	24	24	2005	2005	N
11	Tyler Run I Edenton, NC	Tyler Run I LP 240-428-7799	MARG Rural, LLC Y	50	50	2004	2006	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)

12	Tyler Run II Edenton, NC	Tyler Run II LP 240-428-7799	MARG Rural, LLC Y	60	60	2005	2008	N
13	Walker Landing Elizabeth City, NC	Walker Landing, LLC 240-428-7799	Walker Landing Partner LLC Y	155	155	2006	2009	N
14	Laural Woods Ashland, VA	Laural Woods LP 240-428-7799	MARG Rural, LLC Y	40	40	2007	2008	N
15	Meg Village Sissonville, WV	Meg Village LP 240-428-7799	MARG Rural, LLC Y	41	41	2007	2008	N
16	Cole Harbour Blackstone, VA	Cole Harbour LP 240-428-7799	MARG Rural, LLC Y	36	36	2008	2009	N
17	The Meadows Farmville, VA	Meadows Apartments LP 240-428-7799	MARG Rural, LLC Y	40	40	2009	2009	N
18	Cedar Street Smithfield, VA	Cedar Street Apartments LP 240-428-7799	MARG Rural, LLC Y	24	24	2009	2010	N
19	Baker Heights Martinsburg, WV	Baker I LP 240-428-7799	MARG Rural, LLC Y	56	56	2010	2010	N
20	Henry Williams Petersburg, VA	Owens Court LP 240-428-7799	MARG Rural, LLC Y	42	42	2012	2013	N
21	Llewellyn Village Middleburg, VA	Llewellyn Village LP 240-428-7799	MARG Rural, LLC Y	16	16	2010	2011	N
22	Courthouse Lane II Bowling Green, VA	Courthouse Lane II LP 240-428-7799	MARG Rural, LLC Y	24	24	2010	2011	N
23	Crossroads Mt. Hope, WV	New Cross Roads I LP 240-428-7799	MARG Rural, LLC Y	49	49	2011	2011	N
24	Unity Terrace Fairmont, WV	New Unity Terrace I LP 240-428-7799	MARG Rural, LLC Y	99	99	2011	2011	N
25	Parkway Village Waynesboro, VA	Parkway Village Apartments LP 240-428-7799	MARG Rural, LLC Y	126	126	2012	2014	N
26	Gypsy Hill House Apartments Staunton, VA	Gypsy Hill House I LP 240-428-7799	Marshall, LLC Y	100	100	2012	2014	N
27	Southside Gardens Portsmouth, VA	Southside Gardens Apartments LP 240-428-7799	MARG Rural, LLC Y	134	134	2011	2012	N
28	Apple Tree Gardens Ranson, WV	New Apple Tree Gardens I LP 240-428-7799	MARG Rural, LLC Y	93	93	2012	2012	N
29	Marjorie Gardens Morgantown, WV	Marjorie Gardens I LP 240-428-7799	MARG Rural, LLC Y	126	126	2014	2015	N
30	Ryan Village Princeton, WV	Ryan Village I LP 240-428-7799	MARG Rural, LLC Y	44	44	2015	2016	N
31	Lowe Gardens Shepherdstown, WV	Lowe Gardens I LP 240-428-7799	MARG Rural, LLC Y	24	24	2013	2013	N
32	Cedar Creek Phase I Middletown, VA	Cedar Creek Apartments I LP 240-428-7799	Marshall, LLC Y	46	46	2015	2017	N
33	Royal Hills Apartments Phase I Front Royal, VA	Royal Hills Apartments I LP 240-428-7799	Marshall, LLC Y	46	46	2015	2017	N
34	Malvern Hills Apartments Portsmouth, VA	Malvern Hills Apartments LP 240-428-7799	Marshall, LLC Y	55	55	2014	2015	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)

35	Tucker Manor Parsons, WV	Tucker Manor I LP 240-428-7799	MARG Rural, LLC Y	30	30	2013	2013	N
36	Samuel Chase Apartments Princess Anne, MD	Samuel Chase Associates LP 240-428-7799	MARG Rural, LLC Y	60	60	2015	2016	N
37	Shreveport Ridge Ashburn, VA	Shreveport Ridge LP 240-428-7799	MARG Rural, LLC Y	98	98	2014	2015	N
38	The Woods @ Brambleton Ashburn, VA	Brambleton Apartments LLC 240-428-7799	MARG Rural, LLC Y	202	202	2015	2016	N
39	Chestertown Cove Chestertown, MD	Chestertown Cove Preservation LP 240-428-7799	MARG Rural, LLC Y	34	34	2018	2019	N
40	Greenwood Village Cambridge, MD	Greenwood Village Preservation LP 240-428-7799	MARG Rural, LLC Y	20	20	2018	2019	N

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

1st PAGE

TOTAL: 2,294 2,294

LIHTC as % of
100% **Total Units**
v.2024.1

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Alpine Village Terra Alta, WV	Alpine Village Apartments, LP 240-428-7799	MARG Rural, LLC Y	44	44	2018	2018	N
47	Lex Woods Lexington Park, MD	Lex Woods Preservation LP 240-428-7799	MARG Rural, LLC Y	70	70	2019	2019	N
48	Slippery Hill Graysonville, MD	Slippery Hill I LP 240-428-7799	MARG Rural, LLC N	59	59	2020	2020	N
49	Ashburn Chase I	Ashburn Chase LLC	MARG Rural, LLC	48	48	2020	2020	N
50	Ashburn Chase II, VA	Ashburn Chase II LLC	MARG Rural, LLC	48	48	2020	2020	N
51	Birchwood I Ashburn, VA	Birchwood, LLC 240-428-7799	MARG Rural, LLC Y	56	56	2019	2019	N
52	Birchwood II Ashburn, VA	Birchwood II, LLC 240-428-7799	MARG Rural, LLC Y	27	27	2019	2019	N
53	Iron Branch Dagsboro Hundred, DE	Iron Branch Associates, LP 240-428-7799	MARG Rural, LLC N	38	38	2019	2019	N
54	MDL Flats - 1550 Washington, DC	TM DBT Limited Partnership 240 428-7799	MARG Rural, LLC N	76	76	2022	2022	N
55	MDXL Flats - 1530 Washington, DC	TM Jacob 1530 LLC 240 428-7799	MARG Rural, LLC Y	101	101	2023	2023	N
56	Brittany Bay Rock Hall, MD	Brittany Bay Associates Limited Partnership 240 428-7799	MARG Rural, LLC Y	40	40	TBD	TBD	N
57	BrookMeadow Chestertown, MD	Brookmeadow Preservation LP 240 428-7799	MARG Rural, LLC Y	33	33	2023	2023	N
58	Carrolltowne Village Eldersburg, MD	Carrolltowne Village Development, LLC	MARG Rural, LLC Y	40	40	2020	2020	N
59	The Woods at BTCS Brambleton, VA	Woods at BTCS LLC 240 428-7799	MARG Rural, LLC Y	55	55	2021	2021	N
60	The Coile Newport News, VA	311 33rd Street LLC 240 428-7799	MARG Rural, LLC Y	62	62	TBD	TBD	N
61	Fox Ridge Princeton, WV	Fox Ridge Apartments TM LLC 240 428-7799	MARG Rural, LLC Y	108	108	2023	2024	N
62	Monongah Heights Fairmont, WV	Monogah Heights Apartments TM LLC 240 428-7799	MARG Rural, LLC Y	40	40	7/15/1905	7/15/1905	N
100								

2nd PAGE TOTAL: 945 945

GRAND TOTAL: 3,239 3,239

LIHTC as % of
100% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: The Pines

Name of Applicant: The Pines Apartments 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.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Adam Stockmaster			Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*			Y Y or N	
Principal's Name:							
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"
Meadowbrook Heights Culpeper, VA	Meadowbrook Heights LP (240)428-7799	AS Squared, LLC Y	42	42	2010	2010	N
Newport Village Franklin, VA	Newport Village LP (240)428-7799	AS Squared, LLC Y	48	48	2009	2009	N
Pine Street Village II Wakefield, VA	Birch Island II LP (240)428-7799	AS Squared, LLC Y	16	16	2009	2010	N
Stephens Village Stephens City, VA	Stephens Village I LP (240)428-7799	AS Squared, LLC Y	46	46	2009	2010	N
Chelyan Village Cabin Creek, WV	Chelyan LP (240)428-7799	Adam J. Stockmaster Y	48	48	2010	2010	N
Indian Creek Kilmarnock, VA	New Indian Creek LP (240)428-7799	AS Squared, LLC Y	20	20	2010	2010	N
Burnt Ordinary Village Toano, VA	Burnt Ordinary Village LP (240)428-7799	AS Squared, LLC Y	22	22	2012	2012	N
Meadow Run Apartments Gordonsville, VA	Meadow Run Apartments LP (240)428-7799	AS Squared, LLC Y	43	43	2012	2012	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)

9	Amherst Village Amherst, VA	Amherst Village LP (240)428-7799	AS Squared, LLC v	48	48	2012	2012	N
10	Cricket Hill Mathews, VA	Cricket Hill LP (240)428-7799	AS Squared, LLC v	30	30	2013	2013	N
11	Pine Ridge Louisa, VA	Pine Ridge Apartments I LP (240)428-7799	AS Squared, LLC v	27	27	2014	2015	N
12	Surry Village II Apartments Spring Grove, VA	New Surry Village II LP (240)428-7799	AS Squared, LLC v	32	32	2015	2016	N
13	Country Green Apartments South Boston, VA	Country Green I LP (240)428-7799	AS Squared, LLC v	44	44	2015	2017	N
14	Windemere Apartments Lexington, VA	Windemere Apartments LP (240)428-7799	AS Squared, LLC v	38	38	2016	2017	N
15	Warrenton Manor Apts Warrenton, VA	Warrenton Manor Elderly LP (240)428-7799	AS Squared, LLC v	68	68	2016	2017	N
16	Weaver Manor Apts Emporia, VA	Weaver Manor I LP (240)428-7799	AS Squared, LLC v	42	42	2017	2018	N
17	Crewe Village Apts Crewe, VA	Crewe Village LP (240)428-7799	AS Squared, LLC v	40	40	2018	2019	N
18	Chestertown Cove Apts Chestertown, MD	Chestertown Cove Preservation LP (240)428-7799	AS Squared, LLC v	34	34	2017	2019	N
19	Stevens Woods II Apts Courtland, VA	Stevens Woods II Apts LP (240)428-7799	AS Squared, LLC v	24	24	2019	2020	N
20	Birchwood I Apts Brambleton, VA	Birchwood Apts LLC (240)428-7799	AS Squared, LLC v	56	56	2019	2019	N
21	Birchwood II Apts Brambleton, VA	Birchwood II, LLC (240)428-7799	AS Squared, LLC v	27	27	2019	2019	N
22	Kilmarnock Village Apts Kilmarnock, VA	Killmarnock Village Apts. LP (240) 428-7799	AS Squared, LLC v	24	24	2021	2022	N
23	Magnolia Place Apts Blackstone, VA	Magnolia Place Apartments TM, LLC (240)-428-7799	AS Squared, LLC v	56	56	TBD	TBD	N
24	Brittany Bay Apts Rock Hall, Md	Brittany Bay TM, LLC (240) - 428 - 7799	AS Squared, LLC v	40	40	TBD	TBD	N
25	Alpine Village Alta, WV	Terra Alpine Village Apartments Limited Partnership (240) - 428 - 7799	N	44	44	2017	2019	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)

26	Deerfield Apartments Crewe, VA	Deerifeld Elderly Apartments TM LLC 240-428-7799	AS Squared, LLC v	39	39	TBD	TBD	N
27	Sunset Hargraves Apartments Caroline County, MD	Sunset Hargraves TM LLC 240-428-7799	AS Squared, LLC v	68	68	TBD	TBD	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
TOTAL: 1,066 1,066

LIHTC as % of
100% Total Units
v.2024.1

Resume of Housing Experience AS Squared, LLC

Managing Member: Adam J. Stockmaster

Education & Training:

- Adam is a graduate of American University with a Bachelors Degree in Finance and a Minor in Economics.
- He has earned the Star Certification in USDA-Rural Development training and has attended numerous workshops and seminars on the Federal Low-Income Housing Tax Credit program

Mr. Stockmaster is the President of T.M. Associates Development, Inc. Adam has more than twenty five years of experience in the real estate industry. In his twenty years with T.M. Associates, Inc., Adam has been successful in receiving over 100 awards of LIHTC financing from many State Housing Finance Agencies for properties located in Maryland, New York, Pennsylvania, Virginia, West Virginia, District of Columbia and North Carolina

Member: Ari D. Severe

Education & Training:

- Ari is a graduate of the University of Maryland with a Bachelors Degree in Accounting.
- He is a Certified Public Accountant and has attended numerous workshops and seminars on the Federal Low-Income Housing Tax Credit program

Ari has more than twenty years of experience in the real estate industry. Mr. Severe is the Executive Vice President, Finance for T.M. Associates, Inc.

List of LIHTC Developments (Schedule A)



Development Name: The Pines

Name of Applicant: The Pines Apartments 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.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: Ari Severe Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N 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	Meadowbrook Heights Culpeper, VA	Meadowbrook Heights LP (240)428-7799	AS Squared, LLC	42	42	2010	2010	N
2	Chuckatuck Square Suffolk, VA	Chuckatuck I LP (240) 428-7799	AS Squared, LLC	42	42	2003	2009	N
3	Newport Village Franklin, VA	Newport Village LP (240)428-7799	AS Squared, LLC	48	48	2009	2009	N
4	Pine Street Village II Wakefield, VA	Birch Island II LP (240)428-7799	AS Squared, LLC	16	16	2009	2010	N
5	Stephens Village Stephens City, VA	Stephens Village I LP (240)428-7799	AS Squared, LLC	46	46	2009	2010	N
6	Indian Creek Kilmarnock, VA	New Indian Creek LP (240)428-7799	AS Squared, LLC	20	20	2010	2010	N
7	Burnt Ordinary Village Toano, VA	Burnt Ordinary Village LP (240)428-7799	AS Squared, LLC	22	22	2012	2012	N
8	Meadow Run Apartments Gordonsville, VA	Meadow Run Apartments LP (240)428-7799	AS Squared, LLC	43	43	2012	2012	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)

9	Amherst Village Amherst, VA	Amherst Village LP (240)428-7799	AS Squared, LLC v	48	48	2012	2012	N
10	Cricket Hill Mathews, VA	Cricket Hill LP (240)428-7799	AS Squared, LLC v	30	30	2013	2013	N
11	Pine Ridge Louisa, VA	Pine Ridge Apartments I LP (240)428-7799	AS Squared, LLC v	27	27	2014	2015	N
12	Surry Village II Apartments Spring Grove, VA	New Surry Village II LP (240)428-7799	AS Squared, LLC v	32	32	2015	2016	N
13	Country Green Apartments South Boston, VA	Country Green I LP (240)428-7799	AS Squared, LLC v	44	44	2015	2017	N
14	Windemere Apartments Lexington, VA	Windemere Apartments LP (240)428-7799	AS Squared, LLC v	38	38	2016	2017	N
15	Warrenton Manor Apts Warrenton, VA	Warrenton Manor Elderly LP (240)428-7799	AS Squared, LLC v	68	68	2016	2017	N
16	Weaver Manor Apts Emporia, VA	Weaver Manor I LP (240)428-7799	AS Squared, LLC v	42	42	2017	2018	N
17	Crewe Village Apts Crewe, VA	Crewe Village LP (240)428-7799	AS Squared, LLC v	40	40	2018	2019	N
18	Chestertown Cove Apts Chestertown, MD	Chestertown Cove Preservation LP (240)428-7799	AS Squared, LLC v	34	34	2017	2019	N
19	Stevens Woods II Apts Courtland, VA	Stevens Woods II Apts LP (240)428-7799	AS Squared, LLC v	24	24	2019	2020	N
20	Birchwood I Apts Brambleton, VA	Birchwood Apts LLC (240)428-7799	AS Squared, LLC v	56	56	2019	2019	N
21	Birchwood II Apts Brambleton, VA	Birchwood II, LLC (240)428-7799	AS Squared, LLC v	27	27	2019	2019	N
22	Kilmarnock Village Apts Kilmarnock, VA	Killmarnock Village Apts. LP (240) 428-7799	AS Squared, LLC v	24	24	2021	2022	N
23	Magnolia Place Apts Blackstone, VA	Magnolia Place Apartments TM, LLC (240) - 428 - 7799	AS Squared, LLC v	56	56	TBD	TBD	N
24	Brittany Bay Apts Rock Hall, Md	Brittany Bay TM, LLC (240) - 428 - 7799	AS Squared, LLC v	40	40	TBD	TBD	N
25	Alpine Village Terra Alta, WV	Alpine Village Apartments Limited Partnership (240) - 429 - 7799	N	44	44	2017	2019	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)

26	Deerfield Apartments Crewe, VA	Deerifeld Elderly Apartments TM LLC 240-428-7799	AS Squared, LLC y	39	39	TBD	TBD	N
27	Sunset Hargraves Apartments Caroline County, MD	Sunset Hargraves TM LLC 240-428-7799	AS Squared, LLC y	68	68	TBD	TBD	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE

TOTAL:1,0601,060

LIHTC as % of

100% Total Units

List of LIHTC Developments (Schedule A)



Development Name: The Pines
Name of Applicant: The Pines Apartments 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:		SERCAP, Inc.	Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*				N 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	Burnt Ordianry	Burnt Ordinary I LP, 240-428-7799	N	80	80	2012	3/5/2013	N
2	Cole Harbour	Cole Habour LP, 240-428-7799	N	36	36	2008	4/8/2009	N
3	Franklin South	Franklin I LP, 240-428-7799	N	32	32	2006	7/27/2006	N
4	King William	King William Village LP, 240-428-7799	N	32	32	2007	11/3/2008	N
5	Laurel Woods	Laurel Woods LP, 240-428-7799	N	40	40	2007	4/18/2008	N
6	Lebanon Village	Lebanon Village LP, 240-428-7799	N	24	24	2007	7/25/2007	N
7	Stevens Woods III	Steven Woods III LP, 240-428-7799	N	36	36	2006	4/16/2007	N
8	Waverly Village	Waverly Village LP, 240-428-7799	N	40	40	2006	12/11/2006	N
9	Windsor Court I	Windsor Court I LP, 240-428-7799	N	40	40	2006	12/11/2006	N
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List of LIHTC Developments (Schedule A)



Development Name: The Pines
Name of Applicant: The Pines Apartments 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:		Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*		N 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	Brittany Bay Apartments Rock Hall, MD	Brittany Bay TM, LLC (240) - 428 - 7799	N	40	40	TBD	TBD	N
2	Sunset Hargraves Caroline County, MD	Sunset Hargraves TM, LLC (240) - 428 - 7799	N	68	68	TBD	TBD	N
3	Deerfield Apartments Crewe, VA	Deerifeld Elderly Apartments TM LLC 240-428-7799	N	39	39	TBD	TBD	N
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List of LIHTC Developments (Schedule A)



Development Name: The Pines
Name of Applicant: The Pines Apartments 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: Amy Brown

Controlling GP (CGP) or 'Named' Managing Member of Proposed property?* N
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	Brittany Bay Apartments Rock Hall, MD	Brittany Bay TM, LLC (240) - 428 - 7799	N	40	40	TBD	TBD	N
2	Sunset Hargraves Caroline County, MD	Sunset Hargraves TM, LLC (240) - 428 - 7799	N	68	68	TBD	TBD	N
3	Deerfield Apartments Crewe, VA	Deerifeld Elderly Apartments TM LLC 240-428-7799	N	39	39	TBD	TBD	N
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Tab E:

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

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE is made this 17th day of July, 2024, by and between **PINES APARTMENTS LIMITED PARTNERSHIP**, a Virginia limited partnership (hereinafter referred to as the "Seller") and **THE PINES APARTMENTS LLC**, a Virginia limited liability company (hereinafter referred to as the "Buyer").

WITNESSETH:

1. That for and in consideration of the Deposit of One Dollar (\$1.00) paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby agrees to sell to the Buyer, its successors and assigns, and the Buyer agrees to purchase from the Seller the real property located at **8835 Crismond Lane, Spotsylvania Courthouse, Virginia 22551**, which is currently known as **Pines Apartments**, consisting of 46 residential units, together with all easements, rights, and appurtenances attached thereto and all improvements thereon (all of which is hereinafter referred to as the "Real Estate"), for a purchase price of **Four Million One Hundred Fifty Thousand and No/100 Dollars (\$4,150,000.00)**, which purchase price shall include Buyer's assumption of a first mortgage lien ("Loan Assumption") in favor of Farmers Home Administration (the "Purchase Price").

2. The Seller hereby represents and warrants to the Buyer that its title to the Real Estate is good, merchantable and marketable fee simple title, free and clear of all liens and encumbrances, except the lien of a first mortgage to Farmers Home Administration and any easements of record which do not adversely effect the use of the property for residential purposes.

3. Buyer will assume and agrees to pay all assessments becoming a lien after the date of the closing hereunder. The Seller shall not receive a credit for the real estate taxes assessed during the taxable year in which the Closing occurs.

4. In the event of any condemnation of the Real Estate or any part thereof prior to closing, Buyer may elect either to terminate this Agreement, or to purchase the remainder of the Real Estate with a pro rata reduction in the purchase price.

5. The closing of the purchase and sale of the Real Estate shall occur at the office of the closing attorney or Title Company designated by the Buyer on or before **December 31, 2025**.

6. At closing, the Buyer shall pay the Purchase Price to the Seller (less the amount of the Loan Assumption).

7. At the closing, Seller shall execute, acknowledge and deliver to Buyer, or its nominee, successor, or assignee, a general warranty deed in form satisfactory and acceptable to Buyer's counsel, with full English Covenants of title, conveying the Real Estate to the Buyer, its nominee, successor or assignee, free and clear of all liens, encumbrances, title defects and exceptions and rights of others except the lien of a first

mortgage to the Farmers Home Administration and any easements of record which do not adversely effect the use of the property for residential purposes. The cost of any documentary, transfer and exercise taxes imposed upon the conveyance, other than the Grantor's Tax, shall be paid by the Buyer. The Seller shall pay the Grantor's Tax. Possession of the Real Estate shall be delivered to Buyer at closing in the same condition as it now is in, ordinary wear and tear only expected. In addition, the Seller shall deliver to the Buyer all cash in all accounts of the Seller, including the operating account, escrow accounts, reserve accounts and tenant security accounts. The Seller shall also deliver to the Buyer all records and files of the Seller relating to or in any way pertaining to the Real Estate and the apartment project situated thereon which are in the possession of or under the control of the Seller or the managing agent employed by the Seller.

8. This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns.

9. If the Seller fails to perform its obligations hereunder, Buyer shall be entitled to its remedies at law and to enforce this Agreement by an action for specific performance. If the Buyer fails to perform its obligations hereunder, the Seller shall retain the Deposit as its sole and exclusive remedy.

10. No delay, forbearance or neglect by the Buyer in the enforcement of any of the conditions of this Agreement or any of Buyer's rights or remedies hereunder shall constitute or be construed as a waiver thereof. No waiver of any of the conditions of this agreement by Buyer shall be effective unless expressly and affirmatively made and given by Buyer in writing.

11. Time is of the essence for the performance of each and every covenant contained herein.

12. This instrument contains and constitutes the entire agreement of the parties regarding the subject matter hereof, and there are no other agreements, written or oral between the parties affecting the subject matter hereof. No amendment of this agreement shall be effective unless it is in writing and signed by the parties hereto.

13. This agreement shall be interpreted and enforced according to the laws of the Commonwealth of Virginia.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Agreement of Purchase and Sale on the date first above written.

SELLER:

PINES APARTMENTS LIMITED PARTNERSHIP

By: Southeast Rural Community Assistance
Project, Inc., a Virginia nonstock corporation,
its General Partner

By: Hope Cupit
Hope Cupit, CEO

By: Margolis Family Investments, LLC,
a Maryland limited liability company,
its Limited Partner

By: Robert B. Margolis
Robert B. Margolis, Manager

PURCHASER:

THE PINES APARTMENTS LLC,
a Virginia limited liability company

By: The Pines MM LLC,
a Virginia limited liability company,
its Manager

By: TMG I LLC,
a Virginia limited liability company,
its Manager

By: AS Squared, LLC,
a Virginia limited liability company,
its Manager

By: Adam J. Stockmaster
Adam J. Stockmaster, Manager



**VIRGINIA HOUSING DEVELOPMENT
AUTHORITY**

601 South Belvidere Street, Richmond, VA 23220

CHECK DATE	CHECK NO.	CHECK AMOUNT
05/08/24	000055451	\$210,117.35

Questions, please call: Yvette Jones @ (804)343-5825

100011459 LEAVELL CHRLS	\$2,320.38		
100075393 COURTHS GREEN	\$8,472.72		
100043051 PINES	\$9,743.42		
100146292 OVRK TERRACE	\$28,129.19		
100189711 ORCH RDG@JKS2	\$50,082.93		
100179593 ORCH RDG@JKSN	\$111,368.71		



**VIRGINIA HOUSING DEVELOPMENT
AUTHORITY**

601 South Belvidere Street, Richmond, VA 23220

68-02
510

CHECK NO.	CHECK DATE
000055451	05/08/24
\$210,117.35	

PAY: *COPY**NON*NEGOTIABLE**COPY**

TO THE
ORDER OF:

COUNTY OF SPOTSYLVANIA
COUNTY OF SPOTSYLVANIA
P. O. BOX 9000
SPOTSYLVANIA, VA 22553

SunTrust Bank
Richmond, Virginia

VOID**NON-NEGOTIABLE**VOID**

Mtg Co Cust# 2515534

REAL ESTATE TAX BILL
 Virginia Housing Dev Authority
 Attn: Hope Coleman Rutter
 PO Box 5127
 RICHMOND VA 23220 - 0127

Balance owed thru Tax Year: 2024 Tax Period: 01

Mortgage Company
 Loan Reference

Map	ID	DC	B1	Par	Owner Full Name	Tax Bill#	Tax/Pen/Int Incl Delqts
35 E	1	-	21	-	Housing Opportunities Made Economic Legal: Mill Garden Descr: Lot 21 Sec 1	2424342	1,126.41
35 E	1	-	22	-	Housing Opportunities Made Economic Legal: Mill Garden Descr: Lot 22 Sec 1	2424343	1,193.97
47 -	A	-	59	B	Pines Apartments Limited Partnshp Legal: adj Spotslee Rt 608 Descr:	2442351	9,743.42
47 -	A	-	74	-	Spotsylvania Courthouse Green LLC Legal: adj Village Townhouses Descr:	2452672	8,472.72
36 -	A	-	20	-	Apartments at Overlook Terrace LLC Legal: C D Binns Descr:	2399097	28,129.19
35 N	1	-	1	-	Jackson Village Residential LLC Legal: Orchard Ridge at Jackson Descr: Village Parcel 1	2425789	111,368.71
35 N	1	-	2	-	Jackson Village Residential II LLC Legal: Orchard Ridge at Jackson Descr: Village Parcel 2	2425788	50,082.93

7100011459
 100043051
 100075393
 100146292
 100179593
 100189711

Mortgagor Cust# 2515534

TOTAL Records Read for this Mtg Co	7	TOTAL \$:	210,117.35
TOTAL Recs NOT processed . . . :	0	TOTAL \$:	.00
TOTAL Records processed . . . :	7	TOTAL \$:	210,117.35

Tab F:

RESNET Rater Certification (MANDATORY)



Appendix F
RESNET Rater Certification of Development Plans

Project Name: The Pines

Address: 8835 Crismond Lane Spotsylvania, VA 22551

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.

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

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

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

☐ **Enterprise Green Communities** - The development's design meets the criteria for 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: 7/17/24

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: 2024-07-17

Registry ID:

Ekotrope ID: L0VGm68v

HERS® Index Score:

60

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

\$793

*Relative to an average U.S. home

Home:

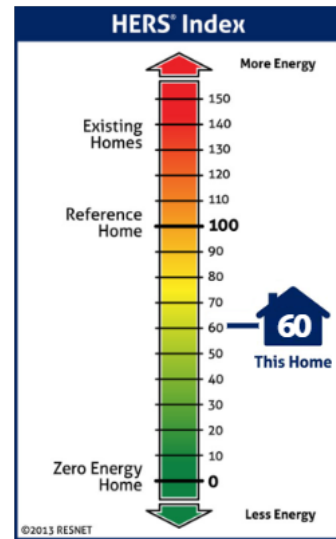
, VA

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.4	\$208
Cooling	1.4	\$55
Hot Water	4.7	\$181
Lights/Appliances	10.3	\$397
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	21.9	\$932

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:	608 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 4.01 ACH50)
Ventilation:	40 CFM • 23 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-13
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.25, SHGC: 0.27
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: 7/17/24 at 3:23 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-07-17

Registry ID:

Ekotrope ID: vyJrZA52

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

\$1,065

*Relative to an average U.S. home

Home:

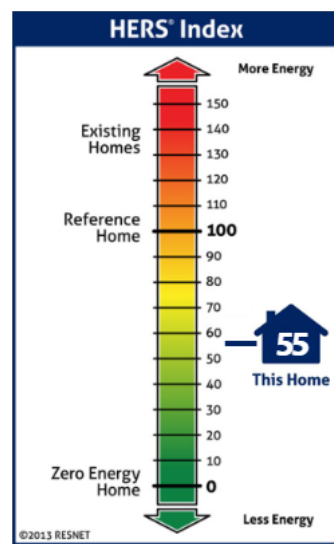
, VA

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.1	\$233
Cooling	1.8	\$69
Hot Water	6.1	\$236
Lights/Appliances	11.9	\$458
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	25.9	\$1,087

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:	774 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.90 ACH50)
Ventilation:	40 CFM • 23 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.27
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: 7/17/24 at 3:23 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-07-17

Registry ID:

Ekotrope ID: 28am7xyL

HERS® Index Score:

58

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

Annual Savings

\$1,119

*Relative to an average U.S. home

Home:

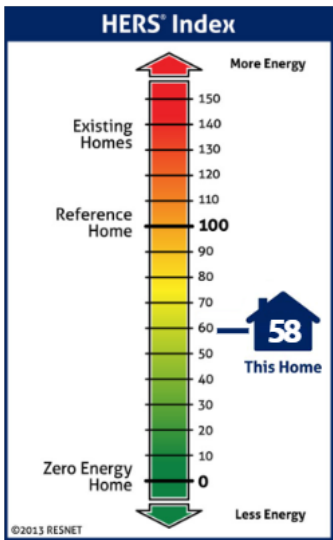
, VA

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.5	\$323
Cooling	2.0	\$77
Hot Water	6.1	\$234
Lights/Appliances	12.1	\$465
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	28.7	\$1,190

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:	830 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 4.30 ACH50)
Ventilation:	40 CFM • 23 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-13
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.25, SHGC: 0.27
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: 7/17/24 at 3:23 PM



2024 Pre-Review Comments

The Pines



viridiant

Project Address

8835 Crismond Lane
Spotsylvania, VA 22551

Project Summary

The Pines is a 2 story, renovation multifamily development, comprised of 46 units and located in Spotsylvania, VA. TM Associates Development LLC plans to construct the project using 4% LIHTC funding. As part of their funding application the project is seeking the following certification(s): EarthCraft v7 Gold. Tai Siegall of Miner Feinstein Architects is the primary architect contact for the project.

Unit Level Summary

Unit-level models were generated using Ekotrope v4.2.1 based on the proposed scope and plans provided by the project team dated: **July 18, 2024**

Modeling Summary

Enclosure:

- Uninsulated slab edge
- R-13 Grade III fiberglass batts cavity insulation, 2x4 16 O.C., exterior above grade walls
- R-13 Rim & band exterior insulation
- R-11 Grade III 2x4 16 oc n in party walls & adiabatic ceilings/floors
- R-49 Ceiling Insulation Grade II 2x6 24oc
- 0.21 U-Value for opaque doors
- U-factor ≤ 0.25 or ENERGY STAR labeled/0.27 SHGC windows
 - Door with > 50% glass: U-factor ≤ 0.26

Program Notes/Assumptions:

Assumed
Assumed

Assumed
Assumed
EC Requirement - BE 3.2.1
Earthcraft Gold
Earthcraft Gold
Earthcraft Gold

Mechanicals:

- SEER 17, HSPF 9, 18k air source heat pump programmable thermostats
- Dehumidifier Ultra aire MD33 (ES certified gets EC points)
- 40 gallon .92 UEF electric water heater
- 5 ACH50 for infiltration threshold/blower door test
- 4% duct leakage to the outside, 6% total duct leakage
- Ducts within conditioned space and insulated to R-6
- Panasonic ERV, 66% Recovery, 23 watts, operational 24 hrs/day, runs intermittent

Earthcraft Gold
EC Gold - DU 2.11
Earthcraft Gold
Earthcraft Gold
Earthcraft Gold
Earthcraft Gold
Earthcraft Gold

Lights & Appliances:

- ENERGY STAR certified appliances:
 - 616 kWh/yr refrigerator
 - 270 kWh/yr dishwasher
 - Energy Star Washer
- High Efficiency w/ Moisture Sensor Dryer
- Advanced lighting 100% CFL or LED
- ENERGY STAR certified bathroom exhaust fans

Earthcraft Requirement
Earthcraft Requirement
Earthcraft Gold
Earthcraft Gold
Earthcraft Requirement
Earthcraft Gold

Ekotrope Models HERS Scores:

Unit Type	Quantity	Baseline HERS	Projected HERS	% Improvement
1 BR - 1st Floor	23	78	60	23.1%
2 BR - 1st Floor	11	76	55	27.6%
2 BR - Top Floor	12	74	58	21.6%
Projected Project HERS - Weighted Average	46	76	58	23.8%

EarthCraft v7 Gold requires the project to have a maximum HERS index of Energy Star or meet all prescriptive measures.

If any information used to generate the energy models does not accurately reflect the project scope, please reach out to me.

Sincerely,

Project Team Acceptance: _____ / _____ (Initial)

Tiyahna Grammer
Project Manager, Viridiant

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: The Pines

Name of Owner/Applicant: The Pines Apartments LLC

Name of Seller/Current Owner: Pines Apartments Limited Partnership

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:**

8835 Crismond Lane

Spotsylvania, VA 22551

Legal Description:

Adj Spotslee Rt 608; BEGINNING at a point on the southerly side of State Route 608, which point is South 86° 29' 00" W., a distance of 258.30 feet from the intersection of Route 608 and Route 613 and from said point of beginning running the following courses and distances: S. 9° 43' 23" E., a distance of 576.28 feet to an iron pin; thence S. 69° 09'10" W., a distance of 69.95 feet to an iron pin; thence S. 69° 09'10" W., a distance of 69.95 feet to an iron pin; thence N. 20° 50' 50" W., a distance of 60.00 feet to an iron pin; thence S. 69° 09' 10" W., a distance of 60.00 feet to an iron pin; thence S. 69° 09' 10" W., a distance of 299.42 feet to an iron pin; thence N. 9° 43' 23" W., a distance of 670.26' to an iron pin; thence N. 77° 50' 50" E., a distance of 146.57 feet to an iron pin; thence N. 83° 27' 00" E., a distance of 235.48 feet to the point or place of beginning. Recorded December 3, 1985, in the Clerk's Office, Circuit Court, Spotsylvania County, Virginia, in Deed Book 669, page 224.

Proposed Improvements:

<input type="checkbox"/> New Construction:	<u> </u> # Units	<u> </u> # Buildings	<u> </u> Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u> </u> # Units	<u> </u> # Buildings	<u> </u> Total Floor Area Sq. Ft.
<input checked="" type="checkbox"/> Rehabilitation:	<u>46</u> # Units	<u>10</u> # Buildings	<u>41,467</u> Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: RURAL (Ru) DISTRICT allowing a density of
N/A units per acre, and the following other applicable conditions: Pre-approved,
nonconforming use

Other Descriptive Information:
Parcel ID Number (PIN): 47-A-59B

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.

Beth Ann Smeal
Signature
BETH ANN SMEAL
Printed Name

Spotsylvania County Zoning Administrator

Title of Local Official or Civil Engineer

540-507-7275

Phone:

6/18/2024
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.

EXHIBIT A

LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land situate, lying and being in Courtland District, Spotsylvania County, Virginia, containing 6.00 acres, more particularly described as follows:

BEGINNING at a point on the southerly side of State Route 608, which point is South $86^{\circ} 29' 00''$ W., a distance of 258.30 feet from the intersection of Route 608 and Route 613 and from said point of beginning running the following courses and distances: S. $9^{\circ} 43' 23''$ E., a distance of 576.28 feet to an iron pin; thence S. $69^{\circ} 09' 10''$ W., a distance of 69.95 feet to an iron pin; thence N. $20^{\circ} 50' 50''$ W., a distance of 60.00 feet to an iron pin; thence S. $69^{\circ} 09' 10''$ W., a distance of 60.00 feet to an iron pin; thence S. $20^{\circ} 50' 50''$ E., a distance of 60.00 feet to an iron pin; thence S. $69^{\circ} 09' 10''$ W., a distance of 299.42 feet to an iron pin; thence N. $9^{\circ} 43' 23''$ W., a distance of 670.26' to an iron pin; thence N. $77^{\circ} 50' 50''$ E., a distance of 146.57 feet to an iron pin; thence N. $83^{\circ} 27' 00''$ E., a distance of 235.48 feet to the point or place of beginning.

BEING the same real estate conveyed to Pines Apartments Limited Partnership, a Virginia limited partnership, by deed of assumption from The Pines Associates, a Virginia limited partnership, dated January 14, 2004, recorded January 15, 2004, in the Clerk's Office, Circuit Court, Spotsylvania County, Virginia, in Instrument No. 200400001627.

Tab H:

Attorney's Opinion (MANDATORY)

WILLIAMS MULLEN

Direct Dial: 804.420.6915
adomson@williamsmullen.com

July 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: The Pines
Name of Owner: The Pines Apartments 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 July 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. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The information set forth in the Unit Details section of the Application form as to proposed rents 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. 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.

6. 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.

Williams Mullen



By: _____
Its: Shareholder

WILLIAMS MULLEN

Direct Dial: 804.420.6915
adomson@williamsmullen.com

January ~~—~~ July 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: The Pines
Name of Owner: The Pines Apartments 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 January ~~—~~ July 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.~~ [Select One]

2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

OR

~~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.~~

~~3.~~ [Select one]

~~July 18, 2024~~

July 18, 2024

Page 2

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.~~

~~OR~~

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

75. ~~[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.

86. ~~[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.

Williams Mullen

~~July 18, 2024~~
July 18, 2024
Page 3

(Add)

Allison Doman

By:

Its:

Shareholder

The Pines - 2024 VHDA 4% Reservation Opinion(105849967.2)

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)

N/A

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

The Pines Apartments Renovation and Relocation Plan

July 1, 2024

PROJECT AND CONTACT INFORMATION

Project: The Pines Apartments, 8835 Crismond Lane, Spotsylvania, VA 22551

Owner: The Pines Apartments LLC
c/o 208501375 Piccard Drive, Suite 375, Rockville, MD 20850

Contact: Adam Stockmaster, astockmaster@tmamgroup.com, 240-428-7799

Property Management: TM Associates Management, Inc. 1375 Piccard Drive, Suite 375, Rockville, Maryland 20850

Contact: Denise Craft, dcraft@tmamgroup.com, 240-683-0300

REHABILITATION ACTIVITIES

The Pines Apartment LLC intends to purchase the existing The Pines Apartments, and a significant capital investment is planned. The planned acquisition of the property is scheduled to occur in April 2025.

This renovation plan relates to The Pines Apartments. The property consists of 46 apartment units offering one-bedroom and two-bedroom units. The leasing office for The Pines Apartments will remain where it is located. Existing community amenities include a community room space, with kitchen, for resident activities, as well as a secondary seating area with vending. The scope of work for rehabilitation includes, but is not limited to the following:

- Replacement of kitchen cabinets and countertops
- Replacement of bathroom vanities and toilets replacement of select tubs
- Replacement of water heaters and HVAC units
- Replacement of windows
- Upgrades to electrical and plumbing systems, including new lighting and ceiling fans
- Installation of new flooring in most units
- Replacement of appliances in most units and installation of dishwashers
- Increased attic insulation
- Site improvements, including new landscaping, replacement of select sidewalks and a new building entry

The new appliances and mechanical equipment will offer higher efficiency than what is currently being used at the property. Along with new windows and new insulation, the units will be significantly more energy efficient and should lead to lower utility bills for the resident.

PROJECT SCHEDULE

The rehabilitation work will be performed by a large general contractor with significant experience managing rehabilitation projects of this scope. The construction is intended to progress with exterior work being completed first, followed by interior work and finishes. This plan contemplates a construction start of June 1, 2025. The planned renovation work is expected to be materially complete by December 31, 2025, with the punch list work expected to be complete by March 2026. The schedule for construction activity will be updated regularly with sufficient notification to residents for work that needs to be completed in their apartment. Once the schedule is finalized, this plan will be updated and redistributed as needed. All the renovation work is intended to be completed around the existing residents, with the residents to remain in their unit, but both the community room and seating area will be available for the residents to enjoy while work is ongoing in their apartment should they choose to not remain in their apartment.

Start Renovation June 1, 2025, Substantially Complete Renovation by December 31, 2025 with all work anticipated to be completed by March 31, 2026. This schedule is subject to change and the residents will be notified of schedule changes as soon as possible.

RESIDENT IMPACT

The property management staff, and company will not change and the same experienced property manager, known for their professionalism and attentive service to the residents they serve. All the members of the management team will be tasked to keep the residents informed of changes to the renovation plans throughout the construction period. The proposed construction activity in each unit will be performed in such a fashion to limit resident inconveniences.

Resident furnishings and belongings will be moved as needed by the general contractor and subcontractors at the ownership’s expense. We ask that the residents please pack-up their small items and valuables with materials that property management will furnish. As needed, assistance can be provided for residents with special needs.

RENTS AND RENTAL POLICIES FOLLOWING REHABILITATION

The Pines Apartments is being renovated using housing tax credit financing along with a new mortgage. With this source of financing, housing costs, including rent and an allowance for tenant-paid utilities, are restricted to be affordable to households that earn 60% of the Area Median Income (AMI) and below. Also, only households with incomes below 60% of the Area Median Income (as adjusted for household size) are eligible to live in the community.

These rent and income restriction are no different than what is currently in place for the property under the previous ownership, so it is expected that all existing residents at The Pines Apartments will be income qualified. Property Management will annually certify the incomes of the residents and they will reach out to each of the existing residents to verify the income of the household.

Current income limits and the projected post-rehabilitation rents are shown in the attached Tenant Selection Plan for the property. Due to the project based rental subsidy contract on most of the units, the resident paid portion of the rents is not expected to change for these units.

Residents will continue to be responsible for their own electrical costs, which includes heat, air conditioning, cooking, water heating, and lighting/general electric use. Residents are also responsible for any optional services desired, such as telephone, cable TV or internet service. Following completion of the renovation work, the water and sewer service will be individually sub metered and the resident will become responsible for this billing. Trash service will continue to be paid for by the ownership.

Rent and Utility Changes Proposed

	Current Rents	Proposed Rents
1 Bedroom Units		
2 Bedroom Units	\$683/Month	\$ 1,150 /Month
	\$740/Month	\$ 1,1270 /Month

Utility Allowance Changes Proposed

	Current UA	Proposed UA
1 Bedroom Units	\$146 /Month	\$146 /Month
2 Bedroom Units	\$179/Month	\$179 /Month

4

Permanent Relocation

Existing residents are NOT expected to be permanently relocated as a result of the acquisition or rehabilitation of The Pines Apartments. If a current resident is found to be over income or found to have been over income when the resident initially occupied their unit, they will be permanently relocated from The Pines Apartments property. As the previous ownership of The Pines was held to the same income verification requirements as the new ownership. We do not expect there to be any situation where a current resident will be found to not qualify for their apartment unit.

The site management team will provide Full Relocation Assistance as required in VH's Relocation Assistance Guidelines. Such assistance includes Advisory Services and Moving Cost Reimbursement to the extent a relocation is necessary to perform the planned renovation work.

OWNER'S RESPONSIBILITIES TO TENANTS

Advisory Services will include:

- Provides referrals for tenants to replacement properties, and contacts said properties to request priority for persons being displaced.
- Provides tenants with written information and/or translation services in their native languages if necessary
- Provides appropriate counseling for tenants who are unable to read and understand notices
- Provides contact information for questions and access to phone or computer if needed to make contact.
- Provides transportation for tenants needing to look at other housing, especially those who are elderly or disabled
- Understand and anticipate the needs of families and the elderly and able to meet the special advisory services they may need
- Allow and make tenants aware that appointments can be scheduled outside of normal business hours if needed.

Moving Cost Reimbursement to displaced residents will be based on the following guidelines:

- The Federal Highway Administration's Fixed Residential Moving Cost Schedule (includes utility hook up costs) for Virginia is as follows:
 - 1 Room of Furniture-\$700
 - 2 Rooms of Furniture-\$900
 - 3 Rooms of Furniture-\$1,100

- 4 Rooms of Furniture-\$1,300
- OR
- Based on tenant's actual reasonable moving and related expenses. Reimbursement of actual moving and related expenses is defined as either labor or equipment.
 - As needed, residents will receive assistance in packing and moving furniture and belongings.
 - Temporary storage units will be provided for convenience as well.

Temporary Relocation

All residents are scheduled to remain in their same apartment after renovations. All tenants will be able to reside in their units throughout the renovation, however 5 units will receive significant handicap upgrades that may necessitate a temporary relocation of the resident.

Residents temporarily relocated will be offered Moving Cost Reimbursement. Most residents that are temporarily relocated will endure no more than eight weeks of relocation. Residents will

receive assistance in packing and moving furniture and belongings, plus temporary storage units will be provided for convenience as well. Ownership will also provide the advisory services listed above. Any tenant that is displaced for a partial day will be offered access to amenities (day room, refreshments, meals, TV, etc.) during daytime hours, up to five days.

Unit Delivery Schedule

See attached for detailed Unit Delivery Schedule

Tenant Notices

The new ownership intends to provide thorough and well-documented communication with residents of relocation and renovation plans. Initial notices have already been provided by property management, and further notices will begin on the settlement date, beyond the earlier 120-day notice. The 120-day written notice will be addressed to tenants their current address and will include the following:

- Informs the tenant that due to renovation they are required to move from the development, why they are required to move and states the move date.
- States the contact person for advisory services, types of services that are offered and hours as well as giving the option to make a scheduled appointment outside of normal hours if needed.
- Generally describes the relocation payment(s) for which the tenant may be eligible, the basic conditions of eligibility and the procedures for obtaining the payment (see Moving Cost Reimbursement below). Eligibility for relocation assistance shall begin on the date that acquisition negotiations are initiated or actual acquisition, whichever occurs first.
- States the contact information of management company if tenant has any questions or would like to discuss the assistance determination

Further notice will be provided in writing at least 30-days in advance of work commencing in the resident apartment, unless there is a health/safety concern. Mailings will be prepared in advance so that they may be mailed as of the notice date. Mailings will be addressed to the tenant at his/her current address and will include the following information:

- Specific date by which the tenant is required to move, and the time moving services will arrive at unit;
- Responsibilities of the tenant pertaining to the move and contact information in order to request assistance with said responsibilities;

- The address to which the tenant will be relocated;
- If applicable, the date on which the move-in inspection will be completed.

Where a mold condition in the dwelling unit materially affects the health or safety of any tenant or authorized occupant, the owner may require the tenant to temporarily vacate the dwelling unit in order to perform remediation, in accordance with professional standards as defined in Code Section 55-248.4 for a period not to exceed 30 days. The landlord shall provide the tenant with either (i) a comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or (ii) a hotel room, at no expense or cost to the tenant. See Code Section 55-248.12:2. Notice to the tenant

Copies of all notices with tenant acknowledgement will be provided to VHDA as soon as possible.

This Renovation and Relocation Plan will be made available to residents upon request and will be posted in the leasing office in plain sight for tenant review. Copies of all notices, checks and other documents related to the relocation will be included in each tenant's file.

Moving Cost Reimbursements

Residents seeking reimbursement of actual moving expenses must provide documentation of the Tenant's Actual Reasonable Moving and Related Expenses, including bills, certified prices, appraisals or other evidence of expenses within 30-days of receiving same. The ownership's responsibilities with respect to Moving Cost Reimbursements are as follows:

- Owners must provide reasonable assistance necessary to complete and file tenants' claims for payment.
- Moving cost reimbursements shall be made upon receipt of billing documentation from the tenant.
- Owners must provide expedited return of security deposits or allow tenants to apply security deposits to the last month's rent.
- Owners must make advanced payments, if a tenant demonstrates the need, in order to avoid or reduce a hardship.
- If the owner disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it shall promptly notify the claimant in writing of its determination, the basis for its determination and the procedures for appealing that determination.
- An owner shall not propose or request that a displaced tenant waive his or her rights or entitlements to relocation assistance and benefits.

OWNER'S RESPONSIBILITY TO VHDA

A Final Moving Cost Reimbursement summary in rent roll format (by tenant, by unit) will be submitted to VHDA no later than 30-days after the last tenant is relocated. In addition, the ownership will provide a certification that the Owner has met the VHDA Moving Cost Reimbursement and Relocation Assistance Guidelines.

PLAN UPDATES

This plan may be updated from time to time. Copies of the updated plan will be made available to residents affected by the project. This current plan was drafted in accordance with 2024 VHDA Relocation Assistance Guidelines.

Attachments: Moving Cost Reimbursement Schedule
 Tenant Notices of upcoming renovations
 Tenant Selection Plan
 Unit Delivery Schedule

The Pines Apartments-Moving Cost Reimbursement Schedule

Note: This pre-determination of moving cost reimbursements assumes that no more than five residential units may need to be vacated on a volunteer basis. This pre-determination assumes that half of volunteers will move twice (in-and-out of their unit. To account for assumed vacancy at the start of the notice period, total moving costs are reduced by 20%. A contingency of \$100/unit is also added to the estimated costs.

Moving Cost Reimbursement

Pre-Determination

- \$900 1 Bedroom Unit (2 rooms w/ furniture)
- \$1,100 2 Bedroom Unit (3 rooms w/ furniture)

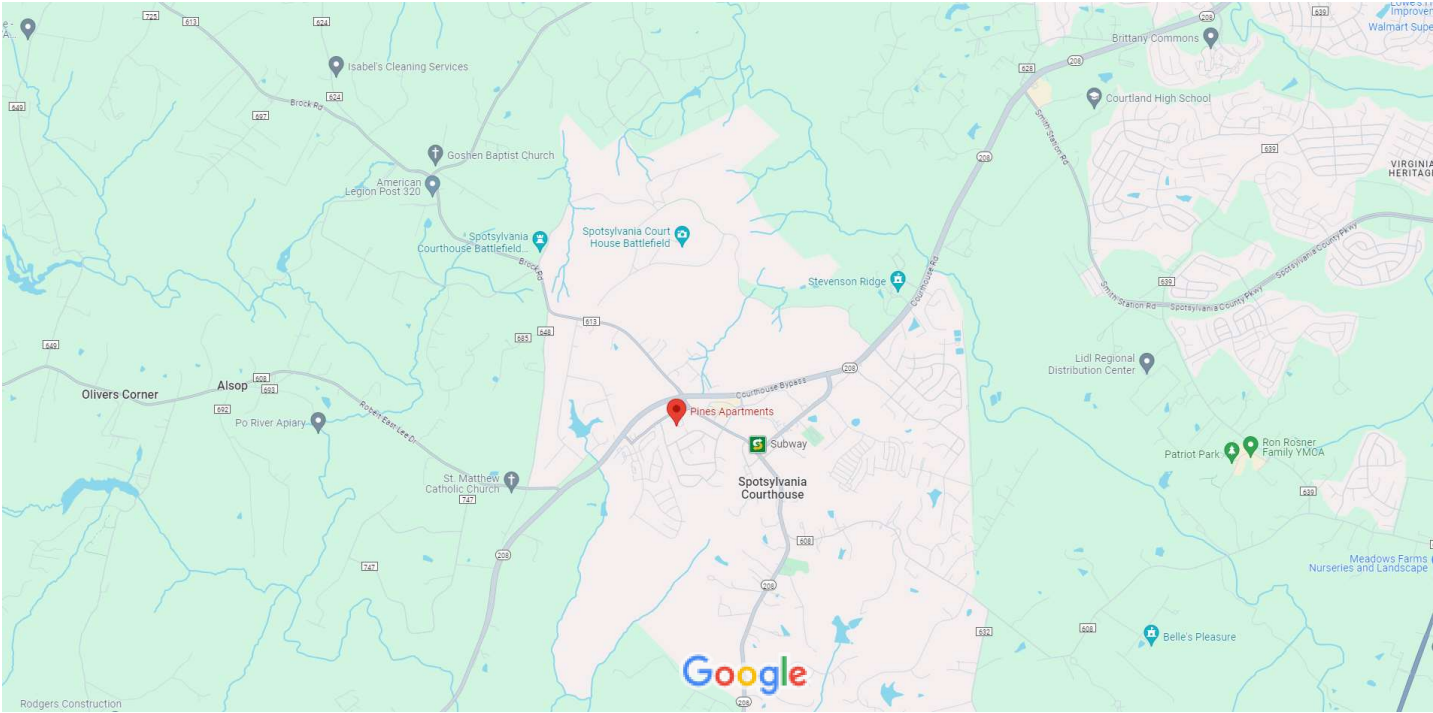
Unit Delivery Schedule

Month	1	2	3	4	5	6	7	8	9
SOW	Exterior Demo	Exterior Finish, Mechanical System replacement	Interior Apartment and Community Building work	Interior Apartment and Community Building work	Interior Handicap Unit work, tenants displaced	Interior Handicap Unit work, tenants displaced	Interior Handicap Unit work, tenants displaced	Testing and Site Work	Punch List Items
Move-Out	0	0	0	0	3	0	0	0	0
Move-In	0	0	0	0	0	3	0	0	0

Tab K:

Documentation of Development Location:

Google Maps Pines Apartments



Map data ©2024 Google 2000 ft

Tab K.1

Revitalization Area Certification

General Instructions

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

Designation

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

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

*The above-referenced development is located in a Revitalization Area in the Town/City/County of _____, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, **or** (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; **and** (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.*

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

Overview of 2023 and 2024 Small DDAs and QCTs

The 2024 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2024. The 2024 QCT designations use tract boundaries from the 2020 Decennial census. The 2024 metro DDAs use ZIP Code Tabulation Area (ZCTA) boundaries from the 2010 Decennial census. The designation methodology is explained in the [Federal Register notice](#) published September 21, 2023.

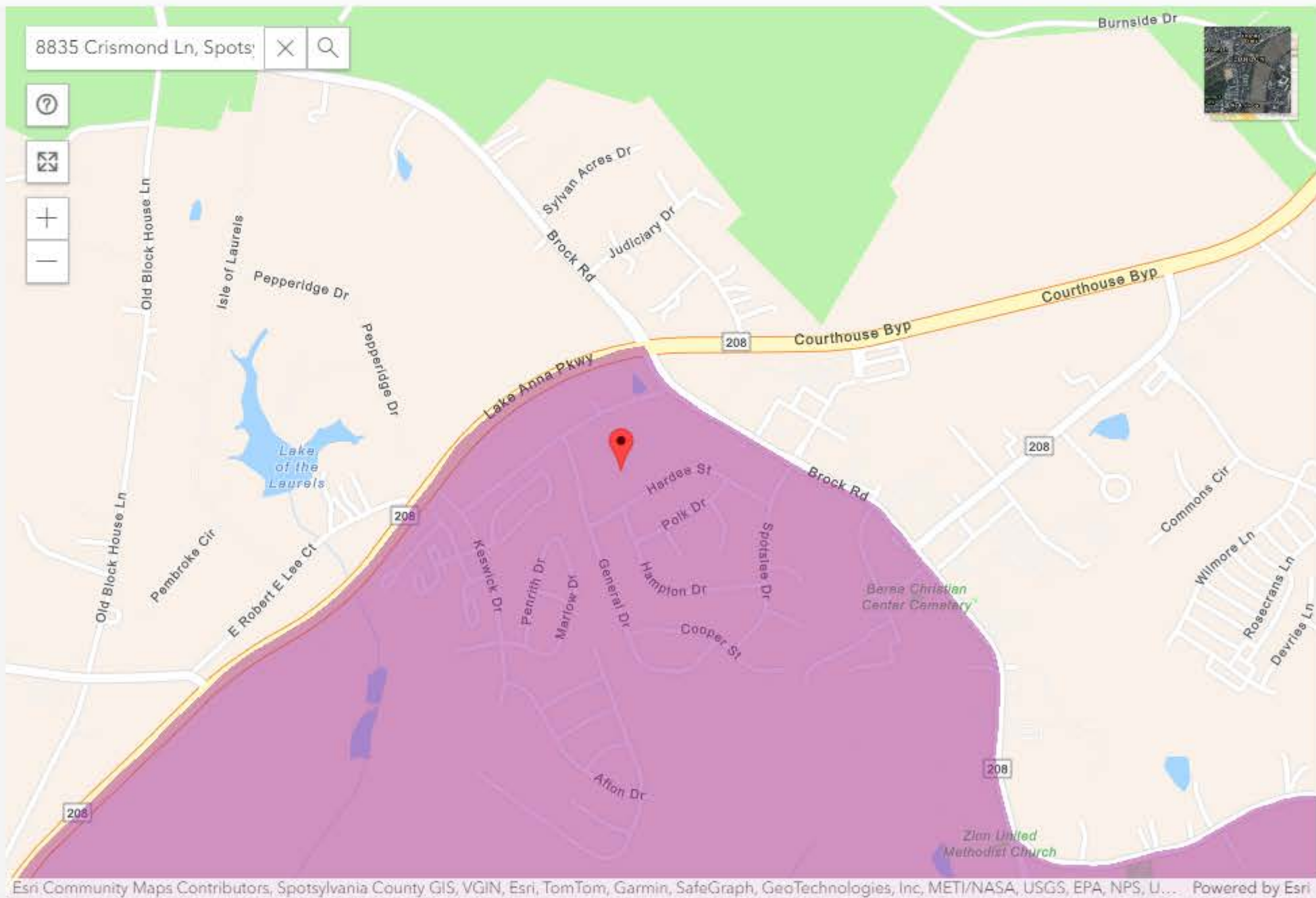
Current zoom: 14

Select Year:

☒ 2024 ☐ 2023

Select Layer(s):

- ☐ LIHTC Projects (Zoom 11+)
- ☐ FMR Outlines (Zoom 4+)
- ☒ Difficult Development Areas (Zoom 7+)
 - Non-Metro Difficult Development Areas
 - Small Difficult Development Areas
- ☒ Color QCT Qualified Tracts (Zoom 7+)
- ☐ Tracts Outline (Zoom 11+)



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 7/10/2024

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request

Name of Development The Pines Apartments

Name of Owner The Pines Apartments 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

Appendices continued

PHA or Section 8 Notification Letter

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

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter (or proof of delivery to the correct PHA/Section 8 Administrator) must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

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

Appendices continued

PHA or Section 8 Notification Letter

Date 6/17/2024

To Carl G Bardy - Central Virginia Housing
2300 Charles Street
Fredericksburg, VA 22401

RE: Proposed Affordable Housing Development

Name of Development The Pines

Name of Owner The Pines Apartments LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on 5/1/2026 (date).

The following is a brief description of the proposed development:

Development Address 8835 Crismond Lane, Spotsylvania, VA 22551

Proposed Improvements:

<input type="checkbox"/> New Construction:	_____ #Units	_____ #Buildings
<input type="checkbox"/> Adaptive Reuse:	_____ #Units	_____ #Buildings
<input checked="" type="checkbox"/> Rehabilitation:	<u>46</u> #Units	<u>10</u> #Buildings

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ _____	/month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>1,150</u>	/month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>1,270</u>	/month
<input type="checkbox"/> 3 Bedroom Units:	\$ _____	/month
<input type="checkbox"/> 4 Bedroom Units:	\$ _____	/month

Other Descriptive Information:

The Pines is a 46-unit family project accommodating the low income residents of the Spotsylvania Courthouse and surrounding Spotsylvania County. The project is composed of 10 buildings of stick construction with vinyl siding and asphalt shingles. The Pines Apartments LLC will expend approximately \$74, 348 per units if awarded tax credits.

Appendices continued

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (240) 428 - 7799 .

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

Sincerely yours,

Name Adam J. Stockmaster

Title Managing Member, TMG I, LLC

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

Seen and Acknowledged By Carl G Bardy

Printed Name: CARL G BARDY

Title EXECUTIVE DIRECTOR

Phone 540-566-5822 / Cell 540-308-0789

Date 6/17/2024

Tab M:

Locality CEO Letter

6/18/2024
Date

Stephanie Flanders
Virginia Housing Development
Authority 601 South Belvidere Street
Richmond, Virginia 23220

Virginia Housing Tracking Number:	<u>2024-TEB-131</u>
Development Name:	<u>The Pines</u>
Name of Owner/Applicant:	<u>The Pines Apartments, LLC</u>

Dear Ms. Flanders:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of Spotsylvania Courthouse. Accordingly, Spotsylvania County supports the allocation of federal housing tax credits requested by The Pines Apartments, LLC for this development.

Yours truly,



Signature
Ed Petrovitch

[CEO Name]
County Administrator, Spotsylvania County

[Title]

Tab N:

Homeownership Plan

N/A

Tab O:

Plan of Development Certification Letter

N/A

Tab P:

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

N/A

Tab Q:

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

RENTAL ASSISTANCE AGREEMENT

CASE NO.	54-010-286856345
PROJECT NO.	017

TM

This Agreement effective on the 1st day of JANUARY, 2021 between

PINES APARTMENTS LP

("borrower") and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521 (a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the Parties agree as follows:

Section 1 The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), "Multiple Housing Obligation-Fund Analysis," or RD 3560-55, "Multiple Family Housing Transfer of Rental Assistance," for the project located

at 8835 CRISMOND LANE, SPOTSYLVANIA, VA 22553

and known as PINES APARTMENTS consisting of 46 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3560-8, "Tenant Certification." Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

Section 2 The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

Section 3 Borrower agrees to use due diligence in the verification and certification of tenants' incomes.

Section 4 In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

Section 5 Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

Section 6 Provisions Applicable if the Borrower is a Cooperative -

When the Borrower is a Cooperative:

(a) The term "tenant or occupant" will include a member of a cooperative. The term "household contribution" or "rent" will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

(a) The provisions of the Agreement may be modified, amended, or terminated, upon written agreement of the parties.

(b) If the borrower defaults under any provision of the loan agreement, resolution, note, interest credit agreement, security instrument, or other supplementary or related agreements, or violates any program regulations, then the Government may suspend or terminate this Agreement on any specified date following the default.

(c) If the Government determines that rental assistance units are not being used after initial rent-up or are not needed because of a lack of eligible tenants in the area, then they may be transferred to another project.

(a) This Agreement and its attachments, and any additional rental assistance will expire automatically upon total disbursement or credit of rental assistance to the borrower's account, unless earlier suspended, transferred or terminated according to section 7 of this Agreement.

(b) The attachments, Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement are not renewable. If additional rental assistance is needed, the borrower may submit a "Request for Rental Assistance" on Form RD 3560-7 (Budget) at anytime. If additional or replacement units are provided, a copy of the AMAS Screen M1BI will be attached to and become a part this Agreement.

PINES APARTMENTS LP
 (Borrower)
 HHCast
 Home Care (Mar 2021) (ROEST)
 RURAL HOUSING SERVICE
 Date: 02-22-2021

Section 10 Record of Attachments For RD 3560-51 (Part III) or RD 3560-55

[illegible]

**MULTI FAMILY HOUSING
OBLIGATION - FUND ANALYSIS
PART III**

OBLIGATION/DEOBLIGATION OF RENTAL ASSISTANCE			
44. CASE NUMBER 54-010-286856345		45. BORROWER NAME PINES APARTMENTS LP	
46. PROJECT NUMBER 017	47. RA AGREEMENT NUMBER 210100	48. TYPE OF UNITS B	49. TYPE OF ACTION 1
COMPLETE FOR OBLIGATION OF RA			
50. NUMBER OF UNITS RECEIVE RENTAL ASSISTANCE 41		51. AMOUNT OF RA OBLIGATION \$265,326.00	
COMPLETE FOR DEOBLIGATION OF RA			
52. NUMBER OF UNITS DEOBLIGATED		53. AMOUNT OF RA DEOBLIGATION	
54. REMARKS Replaces Agreement No: 200100			

55. I HAVE REVIEWED THE BORROWER'S REQUEST FOR RENTAL ASSISTANCE FOR THE PROJECT AND REQUEST OBLIGATION OR DEOBLIGATION OF RENTAL ASSISTANCE FOR THE ABOVE.

DATE OF APPROVAL 03 DEC 2020

Tia A. Baker

SIGNATURE OF APPROVAL OFFICIAL

DATE OF OBLIGATION _____ 20__

Position 2

**MULTI FAMILY HOUSING
OBLIGATION - FUND ANALYSIS
PART III**

OBLIGATION/DEOBLIGATION OF RENTAL ASSISTANCE			
44. CASE NUMBER 54-010-286856345		45. BORROWER NAME PINES APARTMENTS LP	
46. PROJECT NUMBER 017	47. RA AGREEMENT NUMBER 220100	48. TYPE OF UNITS B	49. TYPE OF ACTION 1
COMPLETE FOR OBLIGATION OF RA			
50. NUMBER OF UNITS RECEIVE RENTAL ASSISTANCE 44		51. AMOUNT OF RA OBLIGATION \$290,110.00	
COMPLETE FOR DEOBLIGATION OF RA			
52. NUMBER OF UNITS DEOBLIGATED		53. AMOUNT OF RA DEOBLIGATION	

54. REMARKS

Replaces Agreement Nos: 210100,210200,210300

55. I HAVE REVIEWED THE BORROWER'S REQUEST FOR RENTAL ASSISTANCE FOR THE PROJECT AND REQUEST OBLIGATION OR DEOBLIGATION OF RENTAL ASSISTANCE FOR THE ABOVE.

DATE OF APPROVAL 22, APR, 20 22

DATE OF OBLIGATION _____, 20 ____


SIGNATURE OF APPROVAL OFFICIAL

**MULTI FAMILY HOUSING
OBLIGATION - FUND ANALYSIS
PART III**

OBLIGATION/DEOBLIGATION OF RENTAL ASSISTANCE			
44. CASE NUMBER 54-010-286856345		45. BORROWER NAME PINES APARTMENTS LP	
46. PROJECT NUMBER 017	47. RA AGREEMENT NUMBER 230100	48. TYPE OF UNITS B	49. TYPE OF ACTION 1
COMPLETE FOR OBLIGATION OF RA			
50. NUMBER OF UNITS RECEIVE RENTAL ASSISTANCE 44		51. AMOUNT OF RA OBLIGATION \$334,995.00	
COMPLETE FOR DEOBLIGATION OF RA			
52. NUMBER OF UNITS DEOBLIGATED		53. AMOUNT OF RA DEOBLIGATION	

54. REMARKS
Replaces Agreement No: 220100

55. I HAVE REVIEWED THE BORROWER'S REQUEST FOR RENTAL ASSISTANCE FOR THE PROJECT AND REQUEST OBLIGATION OR DEOBLIGATION OF RENTAL ASSISTANCE FOR THE ABOVE.

DATE OF APPROVAL 05,APR , 20 23

Vicki L Leathers
SIGNATURE OF APPROVAL OFFICIAL

DATE OF OBLIGATION _____ , 20 ____

UTILITY ALLOWANCE REPORT

Project: The Pines #286
Location: Spotsylvania, VA 22551
Management: TM Associates
Date Prepared: July 8, 2024

Based on the actual billing histories obtained from the appropriate utility company, we have calculated the utility allowances for the unit types shown below:

Unit Type	Current UA Electric	Proposed UA Electric	Change
1	\$76	\$82	8%
2	\$96	\$112	17%

Per HUD Notice H-2015-04, increases over 10% will need to be implemented later this year.

Per HUD Notice H-2015-04, decreases exceeding 15% will be limited to a 15% decrease, with the remaining percent decrease phased in for the following year.



Scan to view our
Website!



1BR	# of Units	24	THE PINES #286										ELECTRIC UTILITY ALLOWANCE		
			8835 Crismond Ln, Spotsylvania, VA 22551										Date Calculated: 7/8/2024		
Rappahannock															
Unit #	2023												TOTAL	Average	
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC			
8801	\$56.24	\$51.94	\$46.29	\$40.20	\$39.47	\$40.94	\$45.25	\$58.28	\$46.86	\$38.81	\$41.55	\$54.66	\$560.49	\$46.71	
8803	\$97.62	\$105.87	\$80.18	\$74.54	\$69.43	\$40.49	\$64.31	\$66.22	\$66.22	\$37.92	\$61.91	\$88.80	\$853.51	\$71.13	
8805	\$109.54	\$95.77	\$83.99	\$74.01	\$71.39	\$66.82	\$74.01	\$79.40	\$77.89	\$60.39	\$68.76	\$90.44	\$952.41	\$79.37	
8807	\$117.67	\$91.97	\$80.04	\$65.77	\$50.60	\$51.94	\$76.65	\$81.33	\$76.62	\$56.54	\$63.55	\$82.20	\$894.88	\$74.57	
8811	\$122.14	\$112.17	\$92.23	\$80.57	\$66.03	\$53.12	\$70.35	\$75.86	\$68.50	\$47.31	\$65.22	\$105.90	\$959.40	\$79.95	
8813	\$128.30	\$155.95	\$123.97	\$101.16	\$67.99	\$46.14	\$53.71	\$68.88	\$56.11	\$50.49	\$60.26	\$52.35	\$965.31	\$80.44	
8815	\$80.31	\$74.80	\$64.83	\$62.34	\$54.92	\$60.11	\$68.37	\$72.18	\$71.29	\$54.96	\$55.53	\$68.12	\$787.76	\$65.65	
8817	\$149.26	\$90.15	\$66.29	\$55.05	\$48.82	\$50.60	\$61.01	\$65.22	\$72.05	\$47.60	\$65.71	\$92.21	\$863.97	\$72.00	
8821	\$88.69	\$80.84	\$69.43	\$68.77	\$61.69	\$63.40	\$75.34	\$76.50	\$72.43	\$59.86	\$66.47	\$79.92	\$863.34	\$71.95	
8823	\$67.46	\$16.10	\$16.10	\$252.17	\$74.41	\$78.35	\$86.35	\$84.60	\$79.92	\$66.22	\$74.72	\$86.88	\$983.28	\$81.94	
8825	\$105.74	\$102.20	\$88.04	\$84.11	\$79.14	\$82.55	\$100.63	\$106.53	\$104.26	\$91.58	\$82.07	\$97.54	\$1,124.39	\$93.70	
8827	\$104.42	\$104.95	\$90.67	\$98.13	\$90.54	\$107.71	\$113.62	\$31.25	\$117.58	\$88.29	\$67.74	\$23.44	\$1,038.34	\$86.53	
8841	NO DATA RETURNED														
8843	\$37.66	\$107.84	\$104.68	\$106.92	\$145.22	\$130.92	\$121.87	\$96.28	\$33.70	\$90.05	\$108.26		\$1,083.40	\$98.49	
8845	\$138.66	\$127.64	\$107.58	\$102.47	\$80.97	\$87.65	\$119.77	\$117.58	\$123.01	\$98.68	\$119.98	\$152.19	\$1,376.18	\$114.68	
8847	\$69.69	\$50.16	\$42.73	\$37.06	\$30.68	\$31.27	\$41.83	\$45.57	\$36.47	\$30.71	\$33.44	\$38.66	\$488.27	\$40.69	
8851	\$111.64	\$95.38	\$84.64	\$80.18	\$66.82	\$83.60	\$87.00	\$96.52	\$82.07	\$87.91	\$87.14	\$94.88	\$1,057.78	\$88.15	
8853	\$129.74	\$116.63	\$100.24	\$91.97	\$77.04	\$76.65	\$87.13	\$86.75	\$84.35	\$71.42	\$88.17	\$107.44	\$1,117.53	\$93.13	
8855	\$78.22	\$72.06	\$58.48	\$47.33	\$36.77	\$35.72	\$43.62	\$49.05	\$53.24	\$34.89	\$49.34	\$67.62	\$626.34	\$52.20	
8857	\$94.47	\$86.22	\$73.22	\$73.88	\$67.72	\$76.79	\$95.25	\$97.54	\$86.75	\$59.72	\$69.90	\$79.67	\$961.13	\$80.09	
8861	\$111.52	\$103.51	\$94.73	\$83.21	\$97.76	\$115.06	\$120.02	\$101.96	\$110.87	\$63.70	\$84.73	\$98.68	\$1,185.75	\$98.81	
8863	\$145.72	\$139.56	\$124.24	\$102.98	\$80.97	\$70.87	\$64.05	\$72.18	\$66.22	\$65.58	\$99.95	\$124.80	\$1,157.12	\$96.43	
8865	\$129.60	\$127.50	\$97.36	\$91.97	\$70.47	\$67.58	\$98.02	\$105.27	\$82.34	\$68.37	\$82.20	\$93.34	\$1,114.02	\$92.84	
8867	\$167.22	\$132.36	\$95.13	\$139.18	\$90.54	\$110.21	\$123.31	\$126.70	\$123.88	\$117.95	\$137.73	\$151.93	\$1,516.14	\$126.35	
Total of Unit Averages													\$1,885.77		

Total of Unit Averages:	\$1,886
Sample Units Used:	23
Electric Utility Allowance:	\$82

UTILITY ALLOWANCE	
1 BR Electric Allowance	\$82

2BR	# of Units	22	THE PINES #286										ELECTRIC UTILITY ALLOWANCE			
			8835 Crismond Ln, Spotsylvania, VA 22551										Date Calculated: 7/8/2024			
Rappahannock																
Unit #	2023												TOTAL	Average		
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC				
8911	\$133.40	\$164.86	\$139.84	\$145.34	\$144.01	\$149.73	\$172.13	\$163.40	\$162.14	\$136.46	\$132.27	\$127.34	\$1,770.92	\$147.58		
8913	\$159.88	\$144.81	\$118.46	\$126.58	\$114.93	\$123.06	\$159.40	\$174.69	\$160.88	\$105.90	\$114.15	\$134.94	\$1,637.68	\$136.47		
8915	\$264.50	\$217.32	\$217.83	\$145.07	\$89.22	\$79.79	\$58.19	\$58.14	\$59.00	\$60.13	\$63.70	\$94.88	\$1,407.77	\$117.31		
8917	\$156.35	\$162.12	\$139.30	\$170.77	\$175.88	\$155.38	\$180.34	\$228.00	\$196.48	\$164.74	\$129.48	\$143.70	\$2,002.54	\$166.88		
8919	\$108.63	\$97.50	\$77.96	\$66.16	\$52.54	\$52.37	\$64.70	\$75.99	\$67.37	\$47.31	\$67.87	\$90.95	\$869.35	\$72.45		
8921	\$102.33	\$94.67	\$67.58	\$95.51	\$86.73	\$89.09	\$100.76	\$115.03	\$117.32	\$97.91	\$95.88	\$95.52	\$1,158.33	\$96.53		
8931	NO DATA RETURNED															
8933	\$81.49	\$85.04	\$75.86	\$85.17	\$79.14	\$81.22	\$101.42	\$110.61	\$107.18	\$76.87	\$92.08	\$104.89	\$1,080.97	\$90.08		
8935	\$198.55	\$197.78	\$131.57	\$103.51	\$91.20	\$100.24	\$123.31	\$141.75	\$129.99	\$96.15	\$113.39	\$139.11	\$1,566.55	\$130.55		
8937	\$117.02	\$109.80	\$92.23	\$84.64	\$74.54	\$73.10	\$74.80	\$90.82	\$84.48	\$71.29	\$82.58	\$98.55	\$1,053.85	\$87.82		
8939	UNIT OCCUPIED FOR LESS THAN 10 MONTHS															
8941	UNIT OCCUPIED FOR LESS THAN 10 MONTHS															
8943	UNIT OCCUPIED FOR LESS THAN 10 MONTHS															
8945	\$140.47	\$124.24	\$120.16	\$110.21	\$92.37	\$99.57	\$122.66	\$110.61	\$123.71	\$115.03	\$114.15	\$123.41	\$1,396.59	\$116.38		
8951	\$179.68	\$151.63	\$127.50	\$95.13	\$84.91	\$96.44	\$97.62	\$85.11	\$96.39	\$86.75	\$82.71	\$93.99	\$1,277.86	\$106.49		
8953	\$135.12	\$129.21	\$102.98	\$107.84	\$104.68	\$115.32	\$118.59	\$125.91	\$121.63	\$96.27	\$99.56	\$114.66	\$1,371.77	\$114.31		
8955	\$114.93	\$103.92	\$88.04	\$104.81	\$101.16	\$105.21	\$117.28	\$120.74	\$116.67	\$96.15	\$93.22	\$91.70	\$1,253.83	\$104.49		
8957	UNIT OCCUPIED FOR LESS THAN 10 MONTHS															
8959	\$123.57	\$105.21	\$88.82	\$100.11	\$92.50	\$118.20	\$122.14	\$130.61	\$116.80	\$110.61	\$108.57	\$93.48	\$1,310.62	\$109.22		
8961	UNIT OCCUPIED FOR LESS THAN 10 MONTHS															
8963	\$122.27	\$121.75	\$100.37	\$119.77	\$125.02	\$116.50	\$122.14	\$126.85	\$128.11	\$97.91	\$94.88	\$96.39	\$1,371.96	\$114.33		
8965	\$117.67	\$109.15	\$93.03	\$89.35	\$82.42	\$70.22	\$74.01	\$72.82	\$78.77	\$75.23	\$82.58	\$96.65	\$1,041.90	\$86.83		
Total of Unit Averages													\$1,797.71			

Total of Unit Averages:	\$1,798
Sample Units Used:	16
Electric Utility Allowance:	\$112

UTILITY ALLOWANCE	
2 BR Electric Allowance	\$112

Tab R:

Documentation of Utility Allowance calculation

PINES APARTMENTS LIMITED PARTNERSHIP
DBA The Pines Apartments
RD Project No.: 54-010-286856345

Financial Statements
(with Supplemental Information)
and Independent Auditor's Report

December 31, 2023 and 2022



Pines Apartments Limited Partnership

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INDEPENDENT AUDITOR'S REPORT

To the Partners of
Pines Apartments Limited Partnership

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Pines Apartments Limited Partnership, which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, partners' equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Pines Apartments Limited Partnership as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Pines Apartments Limited Partnership and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Pines Apartments Limited Partnership's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement due to fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Pines Apartments Limited Partnership's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Pines Apartments Limited Partnership's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

The information included with the supplemental information described below that has been marked "unaudited" has not been subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Supplemental Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplemental information required by the *United States Department of Agriculture Rural Development* is presented for purposes of additional analysis.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplemental information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 13, 2024 on our consideration of Pines Apartments Limited Partnership's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Pines Apartments Limited Partnership's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Pines Apartments Limited Partnership's internal control over financial reporting and compliance.

Tidwell Group, LLC

Columbus, Ohio
March 13, 2024

Pines Apartments Limited Partnership
Balance Sheets
December 31, 2023 and 2022

Assets

	2023	2022
Current Assets		
Cash	\$ 33,610	\$ 13,572
Accounts receivable - tenants	165	2,226
Accounts receivable - other	30,740	-
Prepaid expenses	2,970	3,086
Total Current Assets	67,485	18,884
Restricted Deposits and Funded Reserves		
Tenant security deposits	29,619	27,099
Replacement reserve	434,009	433,796
Real estate tax and insurance escrow	14,426	13,022
Total Restricted Deposits and Funded Reserves	478,054	473,917
Rental Property		
Buildings and improvements	2,877,257	2,877,257
Furniture and equipment	91,780	91,780
	2,969,037	2,969,037
Less: accumulated depreciation	(1,541,626)	(1,462,001)
	1,427,411	1,507,036
Land	182,320	182,320
Total Rental Property	1,609,731	1,689,356
Total Assets	\$ 2,155,270	\$ 2,182,157

See Notes to the Financial Statements.

Pines Apartments Limited Partnership
Balance Sheets - continued
December 31, 2023 and 2022

Liabilities and Partners' Equity (Deficit)

	<u>2023</u>	<u>2022</u>
Current Liabilities		
Accounts payable	\$ 58,737	\$ 10,322
Accrued interest payable	846	957
Current maturities of long-term debt	<u>45,645</u>	<u>43,488</u>
Total Current Liabilities	<u>105,228</u>	<u>54,767</u>
Deposit and Prepaid Liabilities		
Tenant security deposits	26,874	24,620
Prepaid rent	<u>1,779</u>	<u>2,938</u>
Total Deposit and Prepaid Liabilities	<u>28,653</u>	<u>27,558</u>
Long-Term Liabilities		
Mortgages payable - net	1,486,200	1,532,860
Due to partners	<u>4,000</u>	<u>2,000</u>
Total Long-Term Liabilities	<u>1,490,200</u>	<u>1,534,860</u>
Total Liabilities	1,624,081	1,617,185
Partners' Equity (Deficit)	<u>531,189</u>	<u>564,972</u>
Total Liabilities and Partners' Equity (Deficit)	<u><u>\$ 2,155,270</u></u>	<u><u>\$ 2,182,157</u></u>

See Notes to the Financial Statements.

Pines Apartments Limited Partnership
Statements of Operations
Years ended December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Revenue		
Rental income	\$ 199,208	\$ 166,963
Overage	(10,503)	(3,811)
Tenant utility allowance	(1,946)	(1,416)
Tenant assistance payments	241,185	230,328
Potential rental income	427,944	392,064
Vacancies and concessions	(17,597)	(9,112)
Application fees	367	140
Laundry and vending	1,986	2,353
Tenant charges	1,146	-
Total Revenue	<u>413,846</u>	<u>385,445</u>
Operating Expenses		
Operating and maintenance	110,931	95,716
Utilities	50,659	38,579
Administrative	87,601	91,594
Management fees	44,032	40,089
Taxes and insurance	34,023	32,268
Bad debts	-	70
Total Operating Expenses	<u>327,246</u>	<u>298,316</u>
Net Operating Income	<u>86,600</u>	<u>87,129</u>
Non-Operating Income (Expenses)		
Interest income	19,880	4,546
Interest expense	(34,369)	(36,497)
Major repairs and replacement	(32,672)	(75,182)
Asset management fee	(2,000)	(2,000)
Incentive management fee	-	(3,158)
Insurance proceeds - net of related repairs	8,403	-
Depreciation	(79,625)	(80,256)
Total Non-Operating Income (Expenses)	<u>(120,383)</u>	<u>(192,547)</u>
Net Loss	<u><u>\$ (33,783)</u></u>	<u><u>\$ (105,418)</u></u>

See Notes to the Financial Statements.

Pines Apartments Limited Partnership
Statements of Partners' Equity (Deficit)
Years ended December 31, 2023 and 2022

	<u>General Partner</u>	<u>Limited Partners</u>	<u>Total Partners' Equity (Deficit)</u>
Balance, January 1, 2022	\$ 932	\$ 669,458	\$ 670,390
Net loss	<u>(5)</u>	<u>(105,413)</u>	<u>(105,418)</u>
Balance, December 31, 2022	927	564,045	564,972
Net loss	<u>(2)</u>	<u>(33,781)</u>	<u>(33,783)</u>
Balance, December 31, 2023	<u><u>\$ 925</u></u>	<u><u>\$ 530,264</u></u>	<u><u>\$ 531,189</u></u>
Partners' percentage of Partnership losses	<u><u>0.005%</u></u>	<u><u>99.995%</u></u>	<u><u>100.000%</u></u>

See Notes to the Financial Statements.

Pines Apartments Limited Partnership
Statements of Cash Flows
Years ended December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash Flows from Operating Activities		
Net loss	\$ (33,783)	\$ (105,418)
Adjustments to Reconcile Net Loss to Net Cash Provided by (Used in) Operating Activities		
Depreciation	79,625	80,256
Amortization of debt issuance costs	134	134
Changes in:		
Accounts receivable - tenants	2,061	(2,226)
Accounts receivable - other	(30,740)	5,158
Prepaid expenses	116	(867)
Accounts payable	48,415	2,528
Accrued interest payable	(111)	(106)
Tenant security deposits	2,254	(425)
Prepaid rent	(1,159)	(6,121)
Accrued partnership fees	2,000	-
Net Cash Provided by (Used in) Operating Activities	<u>68,812</u>	<u>(27,087)</u>
Cash Flows from Financing Activities		
Principal payments on mortgages payable	(44,637)	(42,514)
Net Cash Used in Financing Activities	<u>(44,637)</u>	<u>(42,514)</u>
Net Increase (Decrease) in Cash and Restricted Cash	24,175	(69,601)
Cash and Restricted Cash - Beginning of Year	487,489	557,090
Cash and Restricted Cash - End of Year	<u>\$ 511,664</u>	<u>\$ 487,489</u>
Supplemental Disclosure of Cash Flow Information		
Cash paid for interest	<u>\$ 34,346</u>	<u>\$ 36,469</u>
Detail of Cash and Restricted Cash		
Cash	\$ 33,610	\$ 13,572
Restricted deposits and funded reserves	478,054	473,917
Total Cash and Restricted Cash	<u>\$ 511,664</u>	<u>\$ 487,489</u>

See Notes to the Financial Statements.

Pines Apartments Limited Partnership
Notes to the Financial Statements
Years ended December 31, 2023 and 2022

1. Organization and Nature of Operations

Pines Apartments Limited Partnership (the Partnership) was formed in February 2003 for the purpose of acquiring, rehabilitating and operating a 46-unit apartment community known as The Pines Apartments located in Spotsylvania, Virginia. The community is financed under Chapter 1.2 of Title 36 of the Code of Virginia Housing Act. Cash distributions are limited to surplus cash as defined by an agreement between the Partnership and Virginia Housing (VH). Operations commenced in 2004.

The management of the Partnership and the ongoing management of The Pines Apartments are vested in the Partners. The Partnership has hired TM Associates Management, Inc. to provide day-to-day management for the project. Compensation for such services is determined under the Partnership and Management Agreements.

The Partners' interests as of December 31, 2023 and 2022 are as follows:

Southeast Rural Community Assistance Project, Inc. (General Partner)	0.005%
MARG Rural, LLC (Special Limited Partner)	0.005%
Margolis Family Investments, LLC (Limited Partner)	49.995%
Southeast Rural Community Assistance Project, Inc. (Limited Partner)	49.995%
	<u>100.000%</u>

2. Significant Accounting Policies

Basis of Accounting

The Partnership prepares its financial statements on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America (GAAP).

Cash, Cash Equivalents and Restricted Cash

Cash and cash equivalents include all cash balances on deposit with financial institutions and highly liquid investments with a maturity of three months or less at the date of acquisition.

Restricted cash includes cash held with financial institutions for refunds of tenant security deposits, annual insurance and property tax payments, and repairs or improvements to buildings which extend their useful lives.

Accounts Receivable and Bad Debts

Tenant rent charges for the current month are due on the first of the month. Tenants who are evicted or move out are charged with any damages or cleaning fees, if applicable. Tenant receivable consists of amounts due for rental income, security deposit or any other charges billed to the tenants by the property. The Partnership does not accrue interest on the tenant receivable balances.

Pines Apartments Limited Partnership
Notes to the Financial Statements - continued
Years ended December 31, 2023 and 2022

Tenant receivables are charged to bad debt expense when they are determined to be uncollectible based upon a periodic review of the accounts by management. GAAP requires that the allowance method be used to recognize bad debts; however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method. Included in expenses are bad debts of \$-0- and \$70 for the years ended December 31, 2023 and 2022, respectively.

Rental Property

Rental property is recorded at cost. Improvements are capitalized, while expenditures for maintenance and repairs are expensed as incurred. Upon disposal of depreciable property, the appropriate property accounts are reduced by the related costs and accumulated depreciation. The resulting gains and losses are reflected in the Statements of Operations. The rental property is depreciated using the straight-line method over estimated service lives as follows:

Buildings and improvements	40 years
Land improvements	20 years
Furniture and equipment	5 - 10 years

Impairment of Long-Lived Assets

The Partnership reviews its rental property for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. When recovery is reviewed, if the undiscounted cash flows estimated to be generated by the property are less than its carrying amount, management compares the carrying amount of the property to its fair value in order to determine whether an impairment loss has occurred. The amount of the impairment loss is equal to the excess of the asset's carrying value over its estimated fair value. No impairment losses have been recognized during the years ended December 31, 2023 or 2022.

Revenue Recognition

Rental revenue attributable to residential leases is recorded when due from residents, generally upon the first day of each month. Residential leases are operating leases and are for periods of up to one year, with rental payments due monthly. Other income includes fees for late payments, cleaning, damages, laundry facilities and other charges and is recorded when earned. Advance receipts of revenue are deferred and classified as liabilities until earned.

Income Taxes

Income taxes on partnership income are levied on the partners at the partner level. Accordingly, all profits and losses of the Partnership are recognized by the partners on their respective tax returns.

Pines Apartments Limited Partnership
Notes to the Financial Statements - continued
Years ended December 31, 2023 and 2022

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires the Partnership to report information regarding its exposure to various tax positions taken by the Partnership. Management has determined whether any tax positions have met the recognition threshold and has measured the Partnership's exposure to those tax positions. Management believes that the Partnership has adequately addressed all relevant tax positions and that there are no unrecorded tax liabilities. Federal and state tax authorities generally have the right to examine and audit the previous three years of tax returns filed. Any interest or penalties assessed to the Partnership are recorded in operating expenses. No interest or penalties from federal or state tax authorities were recorded in the accompanying financial statements.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Return to Owner

In accordance with the Loan Agreement, the maximum annual cash return to owner allowable by RD for the Partnership is \$6,316 or 8% of the required equity investment of \$78,950, which is allocated to the partners as formulated in the Partnership Agreement. Cash distributions are further limited to surplus cash as defined by an agreement between the Partnership and Virginia Housing (VH).

3. Restricted Deposits and Funded Reserves

Restricted cash consists of the tenant security deposits, tax and insurance escrow and replacement reserve. The restricted cash has been established in amounts considered by the lenders and partners to be adequate and in accordance with the Partnership Agreement, loan documents and regulatory agreements. Use of the accounts is restricted as defined in the Partnership Agreement and by the lender, and therefore, has been excluded from cash in the accompanying Balance Sheets.

4. Mortgages Payable

VH Mortgage Payable

The Partnership entered into a mortgage note payable to VH for \$648,000. Monthly principal and interest installments of \$3,510 are due through maturity in 2030. The mortgage note bears interest at a rate of 4.25% per annum. The mortgage liability of the Partnership is limited to the underlying value of the real estate collateral pledged and assignment of rents and security. As of December 31, 2023 and 2022, accrued and unpaid interest totaled \$846 and \$957, respectively. For the years ended December 31, 2023 and 2022, the Partnership incurred interest of \$10,765 and \$12,069, respectively.

Pines Apartments Limited Partnership
Notes to the Financial Statements - continued
Years ended December 31, 2023 and 2022

Debt issuance costs are being amortized using the straight-line method over the term of mortgage loan and are included within the liabilities section of the Balance Sheets. Amortization expense is included in interest expense on the accompanying Statements of Operations. GAAP requires that the effective interest method be used to amortize financing costs; however, the effect of using the straight-line method is not materially different from the results that would have been obtained under the effective interest method. Amortization expense for each of the years ended December 31, 2023 and 2022 totaled \$134. Accumulated amortization as of December 31, 2023 and 2022 was \$2,494 and \$2,360, respectively. Estimated amortization expense for each of the next five years is \$134.

RD Mortgage Payable

The Partnership entered into a mortgage note payable to RD for \$1,447,897. Monthly principal and interest installments of \$8,028 are due through maturity in 2054. The mortgage note bears interest a rate of 6.375% per annum. The Partnership also entered into an interest credit agreement in which RD provides monthly interest subsidies totaling \$4,957, reducing the mortgage interest rate to 1%. For the years ended December 31, 2023 and 2022, the Partnership incurred interest of \$23,470 and \$24,294, respectively.

The amounts due as of December 31, 2023 and 2022 are as follows:

	<u>2023</u>	<u>2022</u>
Virginia Housing	\$ 238,881	\$ 270,130
Less: unamortized debt issuance costs	(846)	(980)
Rural Development	<u>1,293,810</u>	<u>1,307,198</u>
	<u>\$ 1,531,845</u>	<u>\$ 1,576,348</u>

Maturities of the mortgage notes in each of the next five years are approximated as follows:

2024	\$ 45,645
2025	\$ 49,138
2026	\$ 51,606
2027	\$ 54,202
2028	\$ 56,934

Under the Loan Agreements, the Partnership is required to make monthly deposits into the reserve for replacement account and is subject to operating and return to owner restrictions.

5. Related Party Transactions

Property Management Fee

The Partnership entered into an agreement with TM Associates Management, Inc., a related party, in connection with the management of the rental operations of the project. During the years ended December 31, 2023 and 2022, property management fee expense of \$44,032 and \$40,089, respectively, has been charged to operations. As of December 31, 2023 and 2022, \$3,772 and \$3,335, respectively, remained payable.

Pines Apartments Limited Partnership
Notes to the Financial Statements - continued
Years ended December 31, 2023 and 2022

Management Services

The management agent provides administrative services to the Partnership. The management agent was reimbursed \$93,021 and \$85,550 for the cost of site employee payroll and employee benefits during the years ended December 31, 2023 and 2022, respectively. As of December 31, 2023 and 2022, \$15,610 and \$-0-, respectively, remained payable.

Insurance

The Partnership paid insurance premiums to the Chubb Group of Insurance Companies (Chubb) for coverages required under the Partnership Agreement and by the lender. Chubb in turn ceded a portion of the risk to Rural Housing Reinsurance Company International Ltd. in which principals of the Special Limited Partner own a minority interest through an affiliate. During the years ended December 31, 2023 and 2022, the premiums paid totaled \$14,375 and \$15,262, respectively.

Asset Management Fee

The Partnership shall pay to an affiliate of the Limited Partners an annual asset management fee in the amount of \$2,000 for its services in assisting in monitoring Partnership activities. The fee is cumulative and payable without interest from cash flow as defined in the Partnership Agreement. Asset management fees incurred during both 2023 and 2022 totaled \$2,000. Accrued and unpaid asset management fees as of December 31, 2023 and 2022 totaled \$4,000 and \$2,000, respectively, and are included in Due to Partners on the accompanying Balance Sheets.

Incentive Management Fee

The Partnership shall pay to the General Partner an annual partnership management fee in the amount of \$4,316 for its services in connection with the administration of the day to day business of the Partnership. The fee is cumulative and payable without interest from cash flow as defined in the Partnership Agreement. Incentive management fees incurred and paid during 2023 and 2022 totaled \$-0- and \$3,158, respectively.

6. Concentration of Credit Risk

The Partnership maintains its cash, restricted deposits, and reserves with financial institutions. The bank balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 at each bank. At times, these balances may exceed the federal insurance limits; however, the Partnership has not experienced any losses with respect to its bank balances in excess of government provided insurance. Management believes that no significant concentration of credit risk exists with respect to these bank balances at December 31, 2023 or 2022. As of December 31, 2023 and 2022, the cash balances of the Partnership exceeded the FDIC insured limit by \$12,963 and \$9,177, respectively.

Pines Apartments Limited Partnership
Notes to the Financial Statements - continued
Years ended December 31, 2023 and 2022

7. Current Vulnerability Due to Certain Concentrations

The Partnership's primary asset is The Pines Apartments. The Partnership's operations are concentrated in the multifamily real estate market. In addition, the Partnership operates in a heavily regulated environment. The operations of the Partnership are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, RD and the State Housing Agency. Such administrative directives, rules and regulations are subject to change by an act of congress or an administrative change mandated by RD and the State Housing Agency. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

The Partnership also receives a material portion of its revenue from RD in the form of Rental Assistance payments. The details of this agreement are provided in Footnote 8.

8. Commitments and Contingencies

Interest Credit Agreement

Under an agreement with RD, mortgage subsidy is provided which reduces the effective interest rate on the mortgage to approximately 1% over the life of the Loan Agreement. RD may terminate the agreement if it determines that no subsidy is necessary or if the Partnership is determined to be in violation of the Loan Agreement or RD rules or regulations.

Rental Assistance Agreement

The Partnership has entered into a Rental Assistance Agreement with RD to provide rental assistance. The agreement provides for a maximum rental assistance commitment and expires automatically upon total disbursement of this amount but is then renewable under contract with RD pending congressional approval of budget authority. Rent subsidy for the years ended December 31, 2023 and 2022, was \$241,185 and \$230,328, respectively.

Restrictive Covenant

The Partnership's participation in the housing tax credit program requires the Partnership to enter into and be bound by a restrictive covenant. The covenant states that 100% of the project property must be maintained as low-income housing for an initial compliance period of 15 years, and for the extended use period, unless terminated after the end of the initial 15-year period.

9. Casualty Event

During 2023, a unit needed environmental clean up resulting in clean-up and repair costs of \$25,538 and proceeds of \$33,941. The repairs were completed during 2023 and the costs are included on the accompanying Statements of Operations in Insurance Proceeds - Net of Related Repairs. The remaining proceeds to be received totaling \$30,740 are included in Accounts Receivable - Other on the accompanying Balance Sheets.

Pines Apartments Limited Partnership
Notes to the Financial Statements - continued
Years ended December 31, 2023 and 2022

10. Subsequent Events

Subsequent events have been evaluated through March 13, 2024, which is the date the financial statements were available to be issued, and there are no subsequent events requiring disclosure.

SUPPLEMENTAL INFORMATION

Pines Apartments Limited Partnership
Supplemental Information
Year ended December 31, 2023

1. Management Fee Calculation

The management fee is based on a fee per unit occupied by tenants during one month.

Total qualified units (46 units * 12 months)	552
Less: vacancies	(16)
Total occupied units	536
Fee per unit (Effective January 1, 2023)	\$ 77
Calculated per unit per month fee	41,272
Calculated add-on fee ((\$5 * 46 qualified units) * 12 months)	2,760
Total calculated management fee expense	\$ 44,032
Management fee expense	\$ 44,032

2. Insurance Disclosure

The Partnership maintains insurance coverage as follows:

	Deductible	Coverage
Property coverage on buildings	\$ 1,000	\$ 4,755,274
Comprehensive business liability	Nil	\$ 1,000,000
Fidelity/employee dishonesty	\$ 2,500	\$ 1,000,000

3. Return to Owner

In accordance with the loan agreement, the annual return to owner is as follows:

Maximum Return to Owner (see note 2)	\$ 6,316
Budgeted Return to Owner	\$ -
Return to Owner Paid	\$ -

See Independent Auditor's Report.

Pines Apartments Limited Partnership
Supplemental Information - continued
Year ended December 31, 2023

4. Changes in Rental Property

	Assets			Balance 12/31/23
	Balance 1/1/23	Additions	Deletions	
Land	\$ 182,320	\$ -	\$ -	\$ 182,320
Building and improvements	2,877,257	-	-	2,877,257
Furniture and equipment	91,780	-	-	91,780
	<u>\$ 3,151,357</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,151,357</u>
	Accumulated Depreciation			Net Book Value 12/31/23
	Balance 1/1/23	Additions	Balance 12/31/23	
Land				\$ 182,320
Building and improvements	\$ 1,383,904	\$ 76,335	\$ 1,460,239	1,417,018
Furniture and equipment	78,097	3,290	81,387	10,393
	<u>\$ 1,462,001</u>	<u>\$ 79,625</u>	<u>\$ 1,541,626</u>	<u>\$ 1,609,731</u>

See Independent Auditor's Report.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Warning: Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

I HAVE READ THE ABOVE WARNING STATEMENT AND I HEREBY CERTIFY THE FOREGOING INFORMATION IS COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

(Date)

(Signature of Borrower or Borrower's Representative)

(Title)

PART II - THIRD PARTY VERIFICATION OF REVIEW

I/We have reviewed the borrower's records. The accompanying balance sheet, and statement of actual budget and income on Form RD 3560-7, is a fair presentation of the borrower's records.

I/We certify that no identity of interest exists between me/us and any individual or organization doing business with the project or borrower.

(Date)

(Signature)

(Name and Title)

(Address)

☒ In lieu of the above verification and signature, an audit completed, dated and signed by a person or firm qualified by license or certification is attached.

See Independent Auditor's Report.

USDA

Form RD 3560-7
(Rev. 05-06)FORM APPROVED
OMB NO. 0575-0189**MULTIPLE FAMILY HOUSING PROJECT BUDGET**

PROJECT NAME The Pines Apartments		BORROWER NAME Pines Apartments Limited Partnership		BORROWER ID AND PROJECT NO. RD Project No.: 54-010-286856345	
Loan/Transfer Amount - \$ 1,447,897		Note Rate Payment - \$ 8,028		IC Payment - \$ 3,071	
Reporting Period <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	Budget Type <input type="checkbox"/> Initial <input checked="" type="checkbox"/> Regular Report <input type="checkbox"/> Rent Change <input type="checkbox"/> SNR <input type="checkbox"/> Other Servicing	Project Rental Type <input checked="" type="checkbox"/> Family <input type="checkbox"/> Elderly <input type="checkbox"/> Congregate <input type="checkbox"/> Group Home <input type="checkbox"/> Mixed <input type="checkbox"/> LH	Project Type <input type="checkbox"/> Full Profit <input checked="" type="checkbox"/> Limited Profit <input type="checkbox"/> Non-Profit	The following utilities are master metered: <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Trash <input type="checkbox"/> Other: _____	
				<input type="checkbox"/> I hereby request _____ units of RA. Current number of RA units _____. Borrower Accounting Method <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual	

PART I - CASH FLOW STATEMENT

	CURRENT BUDGET (UNAUDITED)	ACTUAL	PROPOSED BUDGET (UNAUDITED)	COMMENTS or (YTD)
Beginning Dates >	1/1/2023	1/1/2023	1/1/2024	
Ending Dates >	12/31/2023	12/31/2023	12/31/2024	

OPERATIONAL CASH SOURCES

1. RENTAL INCOME
2. RHS RENTAL ASSISTANCE RECEIVED
3. APPLICATION FEES RECEIVED
4. LAUNDRY AND VENDING
5. INTEREST INCOME
6. TENANT CHARGES
7. OTHER - PROJECT SOURCES
8. LESS (Vacancy & Contingency Allowance)
9. LESS (Agency Approved Incentive Allowance)
10. SUBTOTAL [(1 thru 7) - (8 & 9)]:

-	181,611	-	
-	241,185	-	
-	367	-	
-	1,986	-	
-	19,880	-	
-	1,146	-	
-	-	-	
-		-	
-		-	
-	446,175	-	

NON-OPERATIONAL CASH SOURCES

11. CASH - NON-PROJECT
12. AUTHORIZED LOAN (Non-RHS)
13. TRANSFER FROM RESERVE
14. SUB-TOTAL (11 thru 13):
15. TOTAL CASH SOURCES (10+14)

-	33,942	-	Insurance proceeds
-	-	-	
-	52,141	-	
-	86,083	-	
-	532,258	-	

OPERATIONAL CASH USES

16. TOTAL O & M EXPENSES (From Part II)
17. RHS DEBT PAYMENT
18. RHS PAYMENT (Overage)
19. RHS PAYMENT (Late fee)
20. REDUCTION IN PRIOR YEAR PAYABLES
21. TENANT UTILITY PAYMENTS
22. TRANSFER TO RESERVE
23. RETURN TO OWNER / NP ASSET MANAGEMENT FEE
24. SUB-TOTAL (16 thru 23):

-	334,316	-	
-	36,857	-	
	10,503		
	-		
	-		
	1,946		
-	52,354	-	
-	-	-	
-	435,976	-	

NON-OPERATIONAL CASH USES

25. AUTHORIZED DEBT PAYMENT (Non-RHS)
26. ANNUAL CAPITAL BUDGET (From Part III, Lines 4-6)
27. MISCELLANEOUS
28. SUB-TOTAL (25 thru 27):
29. TOTAL CASH USES (24+28):
30. NET CASH (DEFICIT) (15-29):

-	42,126	-	VH loan
-	52,141	-	
-	-	-	
-	94,267	-	
-	530,243	-	
-	2,015	-	

CASH BALANCE

31. BEGINNING CASH BALANCE
32. ACCRUAL TO CASH ADJUSTMENT
33. ENDING CASH BALANCE (30+31+32):

-	26,594	-	
	19,427		
-	48,036	-	

See Independent Auditor's Report.

PART II - OPERATING AND MAINTENANCE EXPENSE SCHEDULE

	CURRENT BUDGET	ACTUAL	PROPOSED BUDGET	COMMENTS or (YTD)
1. MAINTENANCE AND REPAIRS PAYROLL	-	32,933	-	
2. MAINTENANCE AND REPAIRS SUPPLY	-	9,308	-	
3. MAINTENANCE AND REPAIRS CONTRACT	-	11,690	-	
4. PAINTING	-	3,024	-	
5. SNOW REMOVAL	-	-	-	
6. ELEVATOR MAINTENANCE/CONTRACT	-	-	-	
7. GROUNDS	-	10,119	-	
8. SERVICES	-	4,368	-	
9. ANNUAL CAPITAL BUDGET (From Part V - Operating)	-	46,559	-	Includes ins. repair
10. OTHER OPERATING EXPENSES (<i>Itemize</i>)	-	-	-	costs of \$7,070
11. SUB-TOT MAINT & OPERATING (1 thru 10)	-	118,001	-	
12. ELECTRICITY	-	6,525	-	
13. WATER	-	24,692	-	
14. SEWER	-	12,548	-	
15. FUEL (Oil/Coal/Gas)	-	-	-	
16. GARBAGE & TRASH REMOVAL	-	6,894	-	
17. OTHER UTILITIES	-	-	-	
18. SUB-TOTAL UTILITIES (12 thru 17)	-	50,659	-	
19. SITE MANAGEMENT PAYROLL	-	39,150	-	
20. MANAGEMENT FEE	-	44,032	-	
21. PROJECT AUDITING EXPENSE	-	6,910	-	
22. PROJECT BOOKKEEPING/ACCOUNTING	-	-	-	
23. LEGAL EXPENSES	-	-	-	
24. ADVERTISING	-	3,452	-	
25. TELEPHONE & ANSWERING SERVICE	-	5,386	-	
26. OFFICE SUPPLIES	-	8,644	-	
27. OFFICE FURNITURE & EQUIPMENT	-	484	-	
28. TRAINING EXPENSE	-	1,779	-	
29. HEALTH INSURANCE & OTHER EMP.BENEFITS	-	10,685	-	
30. PAYROLL TAXES	-	9,365	-	
31. WORKMEN'S COMPENSATION	-	1,312	-	
32. OTHER ADMINISTRATIVE EXPENSES(<i>Itemize</i>)	-	434	-	
33. SUB-TOTAL ADMINISTRATIVE (19 thru 32)	-	131,633	-	
34. REAL ESTATE TAXES	-	17,837	-	
35. SPECIAL ASSESSMENTS	-	-	-	
36. OTHER TAXES, LICENSES AND PERMITS	-	1,635	-	
37. PROPERTY & LIABILITY INSURANCE	-	14,292	-	
38. FIDELITY COVERAGE INSURANCE	-	259	-	
39. OTHER INSURANCE	-	-	-	
40. SUB-TOTAL TAXES AND INS. (34 thru 39)	-	34,023	-	
41. TOTAL O & M EXPENSES (11+18+33+40)	-	334,316	-	

See Independent Auditor's Report.

PART III - ACCOUNT BUDGETING/STATUS				
	CURRENT BUDGET	ACTUAL	PROPOSED BUDGET	COMMENTS or (YTD)
RESERVE ACCOUNT				
1. BEGINNING BALANCE	-	433,796	-	
2. TRANSFER TO RESERVE	-	52,354	-	
TRANSFER FROM RESERVE				
3. OPERATING DEFICIT	-	-	-	
4. ANNUAL CAPITAL BUDGET (Part V - Reserve)	-	33,672	-	Includes prior year
5. BUILDING & EQUIPMENT REPAIR	-	-	-	expense of \$1,000
6. OTHER NON-OPERATING EXPENSES	-	18,469	-	Insurance claim
7. TOTAL (3 thru 6)	-	52,141	-	repairs
8. ENDING BALANCE {(1+2)-7}	-	434,009	-	
GENERAL OPERATING ACCOUNT *				
BEGINNING BALANCE		13,572		
ENDING BALANCE		33,610		
REAL ESTATE TAX AND INSURANCE ESCROW ACCOUNT *				
BEGINNING BALANCE		13,022		
ENDING BALANCE		14,426		
TENANT SECURITY DEPOSIT ACCOUNT *				
BEGINNING BALANCE		27,099		
ENDING BALANCE		29,619		
<i>(* complete upon submission of actual expenses)</i>				
Budget				
Number of applicants on the waiting list			Reserve account req. balance	
Number of applicants needing RA			Amount ahead/behind	

See Independent Auditor's Report.

PART IV - RENT SCHEDULE AND UTILITY ALLOWANCE**A. CURRENT APPROVED RENTS/UTILITY ALLOWANCE:**

UNIT DESCRIPTION			RENTAL RATES			POTENTIAL INCOME FROM EACH			UTILITY ALLOWANCE
BR SIZE	UNIT TYPE	NUMBER	BASIC	NOTE RATE	HUD	BASIC	NOTE RATE	HUD	
CURRENT RENT TOTALS									
						BASIC	NOTE	HUD	

B. PROPOSED RENTS - Effective Date:

UNIT DESCRIPTION			RENTAL RATES			POTENTIAL INCOME FROM EACH			UTILITY ALLOWANCE
BR SIZE	UNIT TYPE	NUMBER	BASIC	NOTE RATE	HUD	BASIC	NOTE RATE	HUD	
PROPOSED RENT TOTALS									
						BASIC	NOTE	HUD	

C. PROPOSED UTILITY ALLOWANCE - Effective Date:**MONTHLY DOLLAR ALLOWANCES**

BR SIZE	UNIT TYPE	NUMBER	ELECTRIC	GAS	WATER	SEWER	TRASH	OTHER	TOTAL

See Independent Auditor's Report.

PART V - ANNUAL CAPITAL BUDGET

		Proposed Number of Units/Items	Proposed From Reserve	Actual From Reserve	Proposed From Operating	Actual From Operating	Actual Total Cost	Total Actual Units/Items
Appliances	Range			-		-		
	Refrigerator			-		-		
	Range hood			-		-		
	Washer/dryers			-		-		
	Other:			-		-		
Carpet and vinyl	1 br			1,000		536	1,536	2
	2 br			2,955		350	3,305	3
	3 br			-		-		
	4 br			-		-		
	Other:			-		-		
Cabinets	Kitchen			-		-		
	Bathroom			-		-		
	Other:			-		-		
Doors	Exterior			-		-		
	Interior			-		-		
	Other:			-		-		
Window coverings	List:			-		-		
	Other:			-		-		
Heating/Air conditioning	Heating			6,733		28,365	35,098	5
	Air conditioning			-		-		
	Other:			-		-		
Plumbing	Water heater			-		-		
	Bath sinks			-		75	75	1
	Kitchen sinks			-		-		
	Faucets			-		55	55	1
	Toilets			-		420	420	1
	Other:			-		-		
Major electrical	List: light fixtures			-		88	88	
	Other:			-		-		
Structures	Windows			-		-		
	Screens			-		-		
	Walls			-		-		
	Roofing			18,015		-	18,015	
	Siding			-		-		
	Exterior paint			-		-		
	Other:			-		-		
Paving	Asphalt			-		-		
	Concrete			-		-		
	Seal and stripe			-		-		
	Other:			-		-		
Landscape and grounds	Landscaping			1,800		7,800	9,600	
	Lawn equipment			-		-		
	Fencing			-		-		
	Recreation area			-		-		
	Signs			-		-		
	Other: tree removal			-		1,800	1,800	
Accessibility features	List:			-		-		
	Other:			-		-		
Automation equipment	Site mgmnt			-		-		
	Common area			-		-		
	Other: fire stop/smkm			3,169		-	3,169	
Other	List: ins. claim repairs			-		7,070	7,070	
	List:			-		-		
TOTAL CAPITAL EXPENSES:		-	-	33,672	-	46,559	80,231	13

See Independent Auditor's Report.

PART VI - SIGNATURES, DATES, AND COMMENTS

Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies conceals or covers up by any trick, scheme, or device a material fact, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

I HAVE READ THE ABOVE WARNING STATEMENT AND I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

(Date)

(Signature of Borrower or Borrower's Representative)

(Title)

AGENCY APPROVAL (*Rural Development Approval Official*):

DATE:

COMMENTS:

See Independent Auditor's Report.

Pines Apartments Limited Partnership
Supporting Documentation to Forms 3560-10 and 3560-7
Year ended December 31, 2023

Notes Payable (Form 3560-10, Line 23)

Accrued expenses	\$ 5,144
Accrued interest payable	846
Prepaid rent	1,779
Accrued partnership fees	4,000
Accrued audit fee	6,910
	<u>\$ 18,679</u>

Accrual to Cash Adjustment (Form 3560-7, Part I, Line 32)

Accounts receivable - tenants	\$ 2,061
Accounts receivable - other	(30,740)
Prepaid expenses	116
Accounts payable - trade	48,415
Prepaid rent	(1,159)
Tenant security deposit - net	(266)
Replacement reserve withdrawal expensed in the prior year	1,000
	<u>\$ 19,427</u>

See Independent Auditor's Report.



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING
STANDARDS*

To the Partners of
Pines Apartments Limited Partnership

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statement of Pines Apartments Limited Partnership, which comprise the balance sheet as of December 31, 2023, and the related statements of operations, partners' equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 13, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Pines Apartments Limited Partnership's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Pines Apartments Limited Partnership's internal control. Accordingly, we do not express an opinion on the effectiveness of Pines Apartments Limited Partnership's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Pines Apartments Limited Partnership's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Tidwell Group, LLC

Columbus, Ohio
March 13, 2024



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR RD
PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE
AUDIT GUIDE FOR AUDITS OF RD PROGRAMS

To the Partners of
Pines Apartments Limited Partnership

Report on Compliance for Each Major RD Program

Opinion on Each Major RD Program

We have audited Pines Apartments Limited Partnership's compliance with the compliance requirements described in the *Audit Guide for Audits of RD Programs* (the audit guide) that could have a direct and material effect on each of Pines Apartments Limited Partnership's major U.S. Department of Rural Development (RD) programs for the year ended December 31, 2023. Pines Apartments Limited Partnership's major RD programs and the related direct and material compliance requirements are as follows:

Name of Major RD Program	Direct and Material Compliance Requirements
Section 515 Rural Rental Housing Loan	Mortgage status; replacement reserve; return on investment or return to owner; equity skimming; cash receipts; cash disbursements; tenant security deposits; management functions; unauthorized change of ownership/ acquisition of liabilities; unauthorized loan of project funds

In our opinion, Pines Apartments Limited Partnership complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major RD programs for the year ended December 31, 2023.

Basis for Opinion on Each Major RD Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit guide. Our responsibilities under those standards and the audit guide are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Pines Apartments Limited Partnership and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that our audit provides a reasonable basis for our opinion on compliance for each major RD program. Our audit does not provide a legal determination of Pines Apartments Limited Partnership's compliance.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, regulations, rules, and provisions of contracts or grant agreements applicable to its RD programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Pines Apartments Limited Partnership's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally GAAS, *Government Auditing Standards*, and the audit guide will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Pines Apartments Limited Partnership's compliance with the requirements of each major RD program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the audit guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Pines Apartments Limited Partnership's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Pines Apartments Limited Partnership's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the audit guide, but not for the purpose of expressing an opinion on the effectiveness of Pines Apartments Limited Partnership's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of an RD program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of an RD program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of an RD program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the audit guide. Accordingly, this report is not suitable for any other purpose.

Tidwell Group, LLC

Columbus, Ohio
March 13, 2024

Pines Apartments Limited Partnership
Schedule of Findings, Questioned Costs, and Recommendations
Year ended December 31, 2023

Reportable Conditions of Non-Compliance

December 31, 2023 – None noted.

Auditee's Comments on Prior Audit Resolution Matters Related to United States Department of Agriculture Rural Development Programs

<i>Finding 2022-1:</i>	During 2022, the Partnership received an unauthorized replacement reserve disbursement of \$5,500 from VHDA.
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<i>Status:</i>	Resolved.
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Tab S:

Supportive House Certification and/or
Resident Well Being MOU

N/A

Tab T:

Funding Documentation

THE RICHMAN GROUP AFFORDABLE HOUSING CORPORATION

777 West Putnam Avenue
Greenwich, CT 06830
(203) 869-0900
FAX (203) 869-1034

July 16, 2024

Robert B. Margolis
1375 Piccard Drive, Suite 150
Rockville, MD 20850

Re: The Pines
Spotsylvania, Virginia
46-Units

Dear Mr. Margolis,

The Richman Group Affordable Housing Corporation ("TRG") is the sponsor of investment partnerships which provide equity capital for multi-family apartment complexes that are eligible for low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986 ("Low-Income Housing Tax Credits") by investing in limited partnerships that own such apartment complexes.

You have advised us that a to-be-formed single-purpose corporation (the "Managing Member") will form a Limited Liability Company, (the "Company"), which intends to acquire and rehabilitate an apartment complex located in Spotsylvania, Virginia (the "Apartment Complex").

TRG is pleased to provide you with this letter of intent for the acquisition by an affiliated limited partnership, which will be sponsored by TRG ("Investor"), of a 99.99% limited partnership interest in the Company, subject to the terms and conditions hereof and also subject to (i) investment committee approval (ii) negotiation and execution of documentation acceptable to both parties and (iii) receipt of opinions of counsel (including corporate, tax and real estate) acceptable to the Investor. Upon the execution of this letter, TRG will commence its due diligence review and will seek an investor to acquire the limited partnership interest. The Managing Member will execute an amended and restated Operating Agreement of the Company in the Investor's standard form (the "Operating Agreement"). A guarantor acceptable to the Investor in its sole discretion (the "Guarantor") will guarantee the Managing Member's obligations to the Investor.

1. Financing: Financing of the Apartment Complex will be subject to Investor approval. It is understood that the Apartment Complex will assume a Rural Development Loan in the approximate amount of \$1,263,710 which will be re-amortized at an interest rate of 1.00% per annum for a term of 50 years (50-year amortization). It is also understood that the Apartment Complex will receive a loan from VA Housing SPARC/REACH in the approximate amount of \$2,000,000 at an interest rate 3.95% per annum for a term of 50 years (35-year amortization). It is also understood that the Apartment Complex will receive a Tax-Exempt loan from VA Housing in the approximate amount of \$2,125,000 at an interest rate of 5.417% for a term of 50 years (35-year amortization). It is also understood that the Apartment Complex will receive a loan from VHTE in the approximate amount of \$700,000 bearing no interest with all principal due at maturity. It is also understood that the Apartment Complex will assume an existing Replacement Reserve of \$420,000. To the extent that a change in financing structure changes the amount of Low-Income Housing Tax Credits, then capital contributions will be adjusted accordingly. The Managing Member must deliver any required approval of the admission of the Investor to the Company prior to such admission (the "Closing"). The preparation, filing and processing of such application and all costs and expenses thereof, shall be the sole responsibility of the Managing Member and/or the Company. All loan documents shall provide that notices of default and foreclosure shall be sent to the Investor, as well as to the Managing Member.

2. Capital Contributions of the Investor: The "Capital Contribution" as set forth below reflects current market conditions. The Capital Contributions may be adjusted to reflect the market conditions at the time of closing. Subject to the terms and conditions set forth herein and in the Operating Agreement, the Investor will make capital contributions to the Company in the total amount of \$3,646,927 (the "Capital Contribution"), which represents 87% of the Low-Income Housing Tax Credits, excluding amounts payable under Section 16 as set forth below.

Installment No. 1:

Paid at Closing upon satisfaction of all due diligence	\$729,385
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Installment No. 2:

Paid upon the latest of the following:	\$2,188,157
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- (i) Completion of construction of the Apartment Complex and receipt of temporary certificates of occupancy for all units;
- (ii) Receipt of a payoff letter from the contractor for the Apartment Complex (the "Contractor") which states that upon receipt of Installment No. 2 the construction contract will be paid in full by Installment No. 2 or the Contractor will defer any amounts owed to it until receipt of Installment No.3;
- (iii) Receipt of an estoppel letter from each lender to the Company; and
- (iv) Receipt of certificates of insurance complying with the requirements described herein.

Installment No. 3:

Paid upon the latest of the following:	\$729,385
--	-----------

- (i) Achievement of "Breakeven Operations" (as defined below);
- (ii) Receipt of an estoppel letter from each lender to the Company;
- (iii) Receipt of final Low-Income Housing Tax Credit Certification; and
- (iv) Achievement of "Final Closing"
- (v) Receipt of form 8609

Total Equity to Company (excluding amounts payable under Section <u>16</u> below):	<u>\$3,646,927</u>
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Installment No. 3 will only be released upon the achievement of Breakeven Operations. "Breakeven Operations" is generally defined as the earlier of the following: (i) the date upon which income from the normal operation of the Apartment Complex, received on a cash basis, for each of three (3) consecutive calendar months after permanent mortgage loan closing less all mandatory debt service payments for each month, exceeds all accrued operational costs for each month or, if the above is not verifiable for such three (3) month period, (ii) the date upon which income from the normal operation of the Apartment Complex (as reported under GAAP) equals or exceeds all operational costs (as reported under GAAP), as evidenced by an audited financial statement for a 12 month period prepared by the accountants of the Company. In addition, Breakeven Operations shall not have occurred unless, at the end of such three (3) month period, the Company shall have (i) sufficiently funded segregated reserves to pay one (1) year's property insurance premiums (minus any prepaid premiums on the existing insurance policy) and the next full installment of real estate taxes payable (minus any prepaid taxes with respect to such installment) and (ii) liquid assets not committed to the payment of any other expense or reserve fund in an amount sufficient to pay (a) one (1) month's mandatory debt service payment plus (b) any other accrued unpaid expenses.

3. Adjuster Clause: The Capital Contribution amount stated above is based upon your projection of an annual amount of Low-Income Housing Tax Credits of \$419,229 ("LIHTC") which in turn is based upon certain of the assumptions and projections stated in Schedule A herein. The actual amount of Low-Income Housing Tax Credits may in fact change after the determination of eligible and qualified basis. Accordingly, the Capital Contribution may be adjusted when (i) final projections of the amount of Low-Income Housing Tax Credits are completed and/or (ii) upon or after actual completion of the Apartment Complex. To the extent such final projected amount of Low-Income Housing Tax Credits varies from the LIHTC, the Capital Contribution will be adjusted as set forth in the following paragraph and as will be more particularly set forth in the Operating Agreement.

If the final amount of Low-Income Housing Tax Credits ("Final LIHTC") is greater or less than the LIHTC then the Capital Contributions shall be adjusted so that the ratio of the capital contribution attributable to the Low-Income Housing Tax Credits divided by the Final LIHTC allocable to Investor is equal to 87% ("LIHTC Ratio"). However, in the case of an increase, such increase in capital contribution will take place only if the Investor has funds available which are not committed otherwise. If the Investor does not have funds available to pay for the higher Low-Income Housing Tax Credits, then the Investor's interest in the Company will be adjusted downward accordingly, but in no event below a 90% interest. TRG may in its discretion endeavor to cause an affiliated investment partnership to purchase an interest in the Company but shall have no liability if it is unable to do so.

4. Timing Differences: In the event that if the actual Final Reported Credit for 2025 is greater or less than 34.78% of the LIHTC or for 2026 is greater or less than 89.49% of the LIHTC or for 2027 is less than 100% of the LIHTC (or LIHTC as adjusted pursuant to paragraph 3 above) then the Capital Contribution of the Investment Partnership to the Company shall be increased ("Upward Timing Change") or decreased ("Downward Timing Change"), by an amount sufficient to maintain a to-be-determined Internal Rate of Return to the Investment Partnership; such adjustment to be based upon the methodology set forth on Attachment A (assuming for this purpose that (i) the amount and timing of projected losses and deductions and (ii) the timing of the Capital Contributions will be fixed at the amounts shown in the projections attached to the Operating Agreement). Notwithstanding the foregoing sentence, the aggregate amount of any increase in the Capital Contributions due to an Upward Timing Change together with the aggregate amount of any Upward Adjuster pursuant to Paragraph 3 above will be capped at 10% of the Capital Contribution ("Upward Adjuster Cap"). In the event that the Timing Change exceeds the then unpaid Capital Contribution of the Investment Partnership, the Managing Member shall pay to the Investment Partnership, immediately upon demand, the amount by which the Timing Change exceeds such then unpaid Capital Contributions.

5. Cash Flow Distributions: Cash flow of the Company after expenses and debt service will be distributed, to the extent available, according to the following priority:

- | | |
|---------|--|
| First: | to pay any credit adjuster due; |
| Second: | a priority distribution to the Investor in the amount of \$2,500 annually. |
| Third: | to pay any deferred development fee to the Managing Member; |
| Fourth: | to repay any operating deficit loans made by the Managing Member; |

Fifth: remaining amounts split 10% to the Investor and 90% to the Managing Member. The Managing Member shall apply its 90% first to pay the Incentive Management Fee, then to pay the Partnership Administration Fee and then as a distribution. The balance of the 90% which is not distributed as Incentive Management Fee or Partnership Administration Fee shall be distributed to the Managing Member and a special allocation of gross income shall be made to the Managing Member in a like amount.

6. Sale or Refinance: Upon the sale of the Apartment Complex or a refinancing of the permanent mortgage loan, proceeds will generally be allocated in accordance with the following priority:

First: Expenses of the sale and refinancing and satisfaction of underlying financing plus any other third-party obligations and debts;

Second: Return of the outstanding balance of any operating deficit loans previously made by the Managing Member (See Guarantees); and

Third: Balance of proceeds split 10% to the Investor, 90% to the Managing Member

7. Guarantees: The Guarantor shall guarantee the obligations of the Managing Member under the Operating Agreement including, without limitation, the following:

(A) Against recapture of the Low-Income Housing Tax Credits for 15 years except for recapture caused by (i) subsequent changes in the Tax Code or (ii) transfers of the Investor's interest in the Company.

(B) The payment in full of all costs and expenses of the acquisition and rehabilitation of the Apartment Complex in excess of the proceeds of all the construction period sources of funds and any operating deficits prior to the achievement of breakeven operations.

(C) To fund operating deficits for a five (5) year period (the "Operating Deficit Period") from the later of Breakeven Operations or funding of the permanent mortgage loan (the "Operating Deficit Guaranty"). The Operating Deficit Period shall be deemed extended until (x) the Managing Member has provided the Investor with evidence that the Company has sufficient cash reserves to pay any accrued expenses as of the expiration of the Operating Deficit Period and (y) the Apartment Complex has achieved the "DSC Requirement" as hereinafter defined. The "DSC Requirement" means that the Apartment Complex has demonstrated a debt service coverage ratio of 1.10:1 for years four and five of the Operating Deficit Period. If the Apartment Complex has not demonstrated a 1.10:1 debt service coverage for such years the Operating Deficit Period will be extended until the Apartment Complex demonstrated a 1.10:1 debt service coverage for two consecutive years. For purposes of the Operating Deficit Guaranty, the term "Operating Deficits" shall include amounts withdrawn from the reserve for replacements during such five (5) year period. A further assurance will be an agreement by the managing agent for the Apartment Complex, typically the Managing Member or an affiliate, (the "Managing Agent") to (i) defer and accrue its management fee, if necessary, to prevent a default under the permanent mortgage loan and (ii) to defer its fee to the extent necessary to avoid an Operating Deficit. If the Managing Agent elects not to defer its fee pursuant to subparagraph (ii) above, it must send a notice to the Managing Member and the Investor offering to resign. If no such notice is sent, the Managing Agent will be deemed to have ratified its agreement to defer its fee. If a notice is sent refusing to defer its fee, such refusal shall be grounds for removal of the Managing Agent.

(D) Repurchase of the Investor's interest in the Company by payment to the Investor of the full amount of the Gross Capital Contribution paid to such date, if the Managing Member fails to (i) place the Apartment Complex in service by December 2025 (ii) complete Final Closing by December 2025 (iii) achieve at least 50% of the aggregate projected LIHTC as set forth herein or (iv) achieve Breakeven Operations within 18 months of Substantial Completion (to be defined in the Operating Agreement) of the Apartment Complex.

8. Representations and Warranties: The Managing Member shall provide the representations and warranties to the Investor more particularly set forth in the Operating Agreement and currently has no basis to believe that such representations and warranties cannot be given at Closing. The Managing Member shall be

obligated to recertify to the continued truth and accuracy of such representations and warranties at the time of each installment of capital contributions.

9. Duties and Obligations: The Managing Member shall be obligated to assume the duties and obligations as are set forth in the Operating Agreement.

10. Legal Opinions: The Managing Member shall cause the attorneys for the Company to provide the legal opinions more particularly set forth in the Operating Agreement.

11. Sale or Conversion: Beginning 15 years from the date of the closing of the permanent mortgage loan, if the Investor requests the Managing Member to sell the Apartment Complex, the Managing Member will consent, provided such sale meets the approval of the lender and applicable tax credit agency. In the event the Managing Member does not consent to a sale at that time, the Managing Member will be granted an option to purchase the Apartment Complex at fair market value (as restricted by the uses mandated by the lender and the Tax Credit Agency). In the event that the Managing Member chooses not to exercise this purchase option, the Investor shall reserve the right to: (i) sell its interest in the Company to the Managing Member for \$1 or (ii) transfer its limited partnership interest in the Company to an affiliated entity. The Managing Member or its qualified non-profit designee will be granted a first right of refusal to purchase the Apartment Complex at the "Minimum Purchase Price" as defined in Section 42(l)(7) of the Internal Revenue Code.

12. Accountants and Financial Reporting: The "Accountants" for the Company shall be a Certified Public Accountant or such other firm reasonably acceptable to the Investor. Financial information will be required to be submitted to the Investor by the 30th day after the end of each quarter, for the first three calendar quarters of each year. Such financial information may be unaudited and may be prepared by the Managing Agent. Annual audited financial statements and tax information will be required to be submitted to the Investor by the Managing Member by February 15 of each year.

13. Removal Rights: The Investor shall have the right to remove the Managing Member for cause as will be set forth in the Operating Agreement. No removal right without cause shall exist.

14. Indemnity: In the Operating Agreement the Managing Member shall indemnify Investor and its officers, directors and affiliates for any untrue statement of a material fact or omission to state a material fact necessary to make any such statements, in light of the circumstances under which they were made, not misleading, by the Managing Member or their agents set forth in any document delivered by the Managing Member or their agents in connection with the acquisition of the Apartment Complex, the investment by the Investor in the Company and the execution of the Operating Agreement.

15. Reserve Requirements: The Company will be required to make an annual minimum deposit to a reserve for replacements in an amount equal to the greater of (i) \$300 per unit per year increasing annually by 3%, or (ii) the amount utilized in the underwriting of the mortgage loans by the lenders. The Investor may reasonably require that additional reserves be funded to cover potential cash deficiencies. The Operating Deficit Guaranty shall be increased by amounts withdrawn from the reserve for replacements during the Operating Deficit Period.

16. Due Diligence: TRG and the Investor will have the opportunity to perform, and you and your professionals will assist us in, the customary due diligence necessary in the acquisition of the Apartment Complex and of the investment by Investor in the Company. As a condition of closing, the Company shall provide the Investor information reasonably requested by the Investor, including without limitation, (i) market rental information, proving that the projected rents will be achieved and the rent up will occur within a reasonable absorption period, (ii) engineering report by an engineer acceptable to the Investor and (iii) a Phase 1 environmental report. The Company shall bear the costs of Investor's market study, engineering review and Investors legal counsel. The cost to the Company of the Investor's due diligence expenses and legal counsel shall be determined at a later date and added to the Capital Contribution stated herein. A sample (but not exhaustive) list of due diligence documents will be provided at a later date. Additionally, approval of this transaction is subject to Investor satisfaction and completion of due diligence (including site visit, review, and investment committee approval), and receipt by the Company of a Low-Income Housing Tax Credits reservation or allocation approval from the appropriate state or local agency.

17. Operating Reserve: The Company will be required to fund a reserve equal to six (6) months operating expenses, replacement reserves, and debt service or as required by the lender.
18. Title Insurance: The Managing Member shall provide, at Company expense, title insurance in favor of the Company in an amount not less than the sum of (i) all mortgage loans, and (ii) the amount of the Capital Contribution with only those exceptions as may be approved by Investor.
19. Execution of Operating Agreement: As a condition to the Closing, the Managing Member will execute the Operating Agreement and any related documentation necessary to complete the transaction and the Guarantor must execute the Guaranty.
20. Hazard and Liability Insurance: As a condition to receipt of Installment No. 1 of Capital Contributions, the Company shall deliver evidence of hazard insurance from carriers acceptable to the Investor, in an amount equal to the replacement cost of the apartment improvements. The hazard insurance must include endorsements for inflation adjustment and code upgrade coverage. Liability insurance shall be in the amount of not less than \$5,000,000.
21. Escrows: To the extent not required by any mortgage lender, the Company shall maintain funds in a segregated escrow account, in an amount sufficient to pay all real estate taxes and insurance premiums when due.
22. Payment and Performance Bond or Letter of Credit: The Contractor shall provide one of the following (i) payment and performance bonds in form and substance satisfactory to Investor, in the full amount of the general contract naming the Company as obligee issued by a bonding company acceptable to Investor (ii) a letter of credit in the amount of not less than 15% of the general contract issued by a bank acceptable to Investor or (iii) a guarantee of the Contractor (or its principal) with a net worth of not less than \$5,000,000.
23. Brokers. Any and all fees due to any broker involved in this transaction will be the responsibility of the Managing Member. By executing this letter of intent, you represent and warrant that no broker has been involved in the negotiations among the Managing Member, its principals and TRG. You further acknowledge and agree that neither TRG nor the Investor shall be responsible for the payment of any brokerage fees in connection with the Investor's investment in the Project unless otherwise specifically agreed to in writing by TRG.

If the above is acceptable to the Managing Member, please execute a copy of this letter and return it to the Investor. In the event that Investor is not in receipt of an executed copy of this letter within thirty (30) days, this letter shall be considered withdrawn and shall be of no further force or effect.

Upon the Investor's receipt of a fully executed copy of this letter, the Investor will commence the necessary action to deliver to you a copy of the proposed Operating Agreement and you shall be bound by all of the terms and provisions hereof. If prior to the expiration of the due diligence period Investor agrees to proceed with the transaction, but notwithstanding such agreement, the Managing Member (i) fails to negotiate the Operating Agreement or other closing documents in good faith and/or (ii) offers the limited partnership interest contemplated hereby to a third party, then the Managing Member shall be obligated to reimburse Investor and/or TRG for all fees, costs and expenses incurred by Investor and/or TRG in connection with this transaction, including without limitation, all legal fees and disbursements, engineering and other professional fees, site inspection fees, market study fees, appraisal fees, background investigation costs, and other due diligence costs and expenses.

The Closing of the acquisition of the limited partnership interest is subject to the availability of funds and the ability of TRG to identify an Investor. The Capital Contributions set forth in Paragraph 2 above may be recalculated or changed prior to the Closing to reflect rising interest rates or other changing market conditions and the Investor's then – current yield requirements. This letter shall be governed by and construed in accordance with the internal laws of the State of Connecticut. This agreement shall not create any liability on the part of TRG or the Investor. All rights and obligation of the Investor shall be set forth in the Operating Agreement and shall not be binding on the Investor until the Investor delivers a fully executed copy of the Operating Agreement to the Managing Member.

Notwithstanding anything to the contrary contained herein, the provisions of this letter represent the entire understandings of TRG, the Investor, the Managing Member and/or the Company with respect to the matter hereof, and all prior understandings, agreements and representations with respect thereto whether written or oral are superseded hereby and merged herein. None of the provisions of this letter may be waived or modified unless such waiver or modification is in writing and signed by the parties hereto and approved by TRG's counsel. No oral agreements shall ever be binding on TRG and/or the Investor.

Sincerely,

The Richman Group Affordable Housing Corporation

By: 
Name: Peter K. McHugh
Title: Executive Vice President

Agreed to and accepted as of

_____, 2024
by the undersigned

SDM1X560-M1XI
OPR ID: N20046

ACCRUAL CALCULATION REQUEST

07/11/24
09:33:42

ST 54 CTY 010 BORR 286856345 PROJ 01 7
PINES APARTMENTS LP PINES APARTMENTS

REQUEST: LOAN NBR (OPTIONAL) 000 AS OF DATE 071124 ACCRUAL CODE
PAYMENT STATUS: -8,027.88 AMTS NOT APPLIED: .00
NET STATUS: .00 BALANCES TOTAL
DAILY INTEREST: .0000
PASS OR DIAS: UNPAID PRINCIPAL 1,286,790.77
UNPAID INTEREST 689.20
UNPAID OVERAGE .00
UNPAID OCCUPANCY SURCHARGE .00
UNPAID LATE FEES .00

TOTAL DUE AS OF 07/11/24 1,287,479.97

NEXT TRAN SELECT ACTION (1-MENU 5-PNDG 6-HIST 7-EFCT 8-XREF)
999403 ACCRL NE HST DTE

Tab U:

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



Tenant Disclosure Form – Acknowledgement of Free Renter Education Through Virginia Housing

Addendum to Lease Agreement

Virginia Housing provides a variety of free resources that can assist tenants throughout their time within a multi-family rental community. Some of the resources have been highlighted as follows:

1. **Renter eBook:** Virginia Housing offers a comprehensive guide on how to be a successful renter via the following link: <https://www.virginiahousing.com/renters/education>
2. **Fair Housing Resources:** Federal and state fair housing laws protect renters from discrimination. Information and questions a tenant may have pertaining to federal Fair Housing Law and regulations can be answered online through the Virginia Fair Housing Office via the following link:
https://www.dpor.virginia.gov/FairHousing/#About_Fair_Housing_Law
3. **Online Courses:** Tenants have access to register to a variety of free online courses through Virginia Housing's Learning Center. The following link for registration is provided:
<https://vhdalearningcenter.mkscloud.com/idserv/login/login?signin=19e12263ba7f0af66f195aabb58956d3>
4. **Renter Rights and Responsibilities:** As a renter in Virginia, you as a tenant have legal protections under the Virginia Residential Landlord and Tenant Act (VRLTA). These include the right to privacy, a fair application fee and a certain level of security, among others. A full list of renter rights and responsibilities is provided through the Virginia Law Information System via the following link:
<https://law.lis.virginia.gov/vacode/title55.1/chapter12/>
5. **Quick Links:** Additional resources are provided to the tenant on Virginia Housing's website at the following link: <https://www.virginiahousing.com/renters/education>

By signature below, I/We acknowledge that I/We have been notified of the availability of free Renter Education from Virginia Housing. Signature is also confirmation that I/We have received adequate disclosure by the development and management agents of the property in which I reside of the materials the Housing Authority makes available to me as a tenant and renter of multi-family housing.

Tenant Signature

Date

Tenant Signature

Date

Owner/Agent

Date

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

N/A

Tab W:

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

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



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



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

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

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

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

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

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



Think before you click



Do you know who sent that email?



Passwords

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

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

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



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

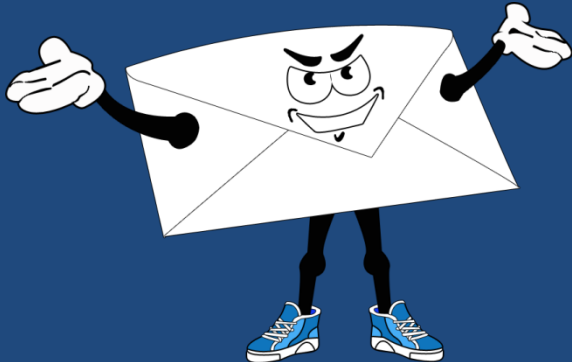
Spam



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

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

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



How do you know it is spam?

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



Malware



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

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

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

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



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

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

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

Adware

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

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

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

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



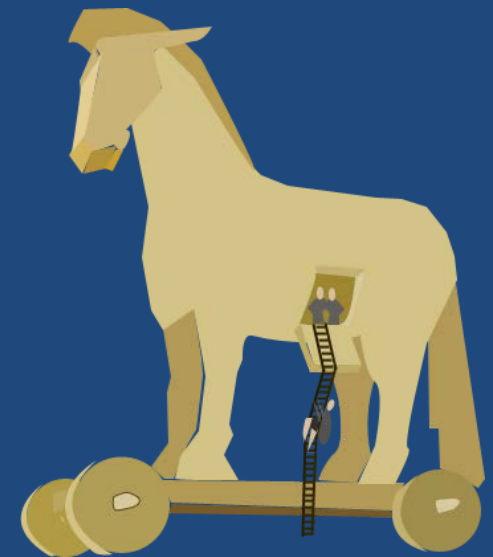
Trojan Horse

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

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

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

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



Worms

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

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

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





Virus

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

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

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

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

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

Social Media

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



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

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

Geotagging



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

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

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

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

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



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](http://www.law.com/definition/defamation)

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

[Definition of Slander on Law.com](http://www.law.com/definition/slander)

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



Be Careful of What You Say!



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

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

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

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

Stranger Danger Online



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

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

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

How to Protect Yourself in Online Chats

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





Cyberbullying

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



Consequences of Cyberbullying

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

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

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

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

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

Consequences of Cyberbullying

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

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





The Effects of Cyberbullying

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



Dealing with Cyberbullying

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



About Sexting



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

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

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

22% of teen girls

18% of teen boys

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

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

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



About Sexting



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

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

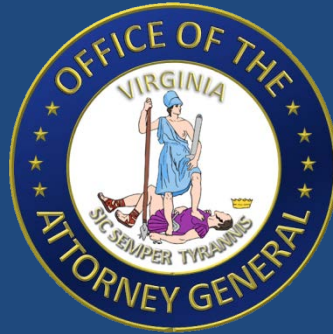
If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior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

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

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

Legal Consequences of Sexting

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



Information Provided By:
Office of the Attorney
General

202 North Ninth Street
Richmond, Virginia 23219
(804) 786-2071
www.ag.virginia.gov

WIFI Internet Service Resident Acknowledgement Form

RESIDENT(S):	LANDLORD:	UNIT ADDRESS:
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This form is an Addendum and is hereby incorporated and made a part of the Lease Contract and sets out the terms and conditions on which wireless internet service (WIFI) is provided free of charge. By signing this Addendum, you acknowledge that your apartment is equipped with a device that provides WIFI internet service broadcasted throughout the unit for your use, you acknowledge that you have received the Resident Internet Education Information Manual from an onsite management team member, you acknowledge that you have received and reviewed the Free Wifi Internet Service Terms, and you agree to the Free Wifi Internet Service Terms.

The service provided includes internet speed of 10MB download/3MB upload and may vary at peak times of the day. Should you wish to purchase your own internet service for your unit, you will need to contact the provider _____ at _____

You further acknowledge that this service may not be uninterrupted, error-free, nor guarantee the security of the service and/or harmful applications your device may be exposed to.

Resident(s) must not use the service for any unlawful or inappropriate purposes. Management reserves the right to terminate this service without notice at any time.

Resident(s) agree to report any repairs or maintenance needed to this equipment directly to an onsite management team member. Should resident(s) cause damage to the equipment or remove the equipment from the dwelling, management will assess the cost and resident(s) must pay management for damages and/or the actual cost of replacement of the equipment device. If not previously paid, management will assess the cost against the resident's security deposit and/or account statement upon move-out.

Resident Signature Date

Resident Signature Date

Resident Signature Date

Resident Signature Date

Resident Signature Date

Resident Signature Date

Authorized Agent for Owner Date



Resident Internet Education Information

Free Wifi Internet Service Terms

Date Last Modified: -13-2019

Welcome home to your new apartment! Below you will find the information needed to connect to the free WIFI internet service provided in your unit ("Service"), which is provided to you by _____. By using this Service or by clicking "accept" or "agree", you are agreeing to the terms of these Free Wifi Internet Service Terms ("Terms"). IF YOU DO NOT WANT TO AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICE.

Wireless SSID: _____

Wireless Password: _____

1. Extent of the Service

1.1 We do not recommend in particular the use of any websites (or other internet related services) Service and your use of Service is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Service you access and do not guarantee that the Service is error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics, we do not examine the use to which you put the Service or the nature of the information you send or receive.

1.5 We do not guarantee:

1.5.1 the availability of the Service;

1.5.2 the speed at which information may be transmitted or received via the Service; or

1.5.3 that the Service will be compatible with your equipment or any software which you use.

1.6 While we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilizing the Service and you accept that it is your responsibility to protect your information and have adequate security in terms of equipment and procedures to ensure the security, integrity and confidentiality of your information and data.

1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

2. Your Use of the Service

2.1 You must not use the Service to access Service, or send or receive e-mails, or otherwise transfer, stream or transmit content which:

2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;

2.1.2 contain obscene, profane or abusive language or material;

2.1.3 contain pornographic material that is text, pictures, films, video clips of a sexually explicit nature

2.1.4 contain offensive or derogatory images regarding sex, race, religion, color, origin, age, physical or mental disability, medical condition or sexual orientation

2.1.5 contain material which infringe third party's rights including intellectual property rights

2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business or

2.1.7 are otherwise unlawful or inappropriate

2.2 Music, video, pictures, text and other content on the internet are copyrightable works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorized its use by you.

2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.2 above.

2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for personal, non-commercial use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 2.5

3. Criminal Activity

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offense, either in the United States or in any jurisdiction throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities, and by using the Service you consent to our compliance with such requirements.

3.3 You agree and acknowledge that we may keep a log of the Internet Protocol "IP" addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have whether pursuant to clause 3.3 or otherwise, and are entitled to provide by law, to law enforcement authorities or rights-holders. YOU WAIVE AND AGREE TO HOLD HARMLESS US AND OUR AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

4. Other Terms

4.1 You agree to indemnify, defend, hold harmless, and compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the Service in breach of these Terms, including but not limited to clauses 2.1 to 2.2 and 3.1 above.

4.2 We reserve the right to amend, alter, or modify these Terms at any time.

Internet Security Plan – The Pines Apartments

For basic issues and education on internet security this will be handled by onsite staff.

Basic Security Includes:

- Wifi password reset assistance
- Reset Cox provided device to factory settings at each unit turn
- Staff will not troubleshoot computers issues only issues related to the device and its security provided by cox

Not Basic security issues that will be triaged with Cox Support include:

- Copy right issues
- Illegal downloading of copyrighted files

Below are a list of Security Features that would come with the Cox managed internet per unit service

Baseline Privacy interface Plus (BPI+)

Stateful Packet Inspection Firewall (SPIF)

Customizable Firewall Security Levels

Intrusion Detection and Prevention

Multilevel access policy

Security and Service segregation per SSID

Parental Control – URL based website filtering and Time based access control

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see <http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf> for the instructions. Using Nuance software is the only means of completing this form.

Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013
(exp.1/31/2021)

1a. Project Name & Address (including City, County, State & Zip Code)

The Pines Apartments
8835 Crismond Lane
Spotsylvania, Spotsylvania County, Virginia 22551

1b. Project Contract Number

54-10-286856345-017

1c. No. of Units

48

1d. Census Tract

203.11

1e. Housing/Expanded Housing Market Area

Housing Market Area: Spotsylvania Town
Expanded Housing Market Area: Spotsylvania County, Virginia

1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

TM Associates Management, Inc., 1375 Piccard Drive, Suite 375, Rockville, Montgomery County, Maryland 20850 (240) 683-0300
rentals@tmamgroup.com

1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

The Pines Apartments, LLC/The Pines MM, LLC c/o TM Associates Management, Inc., 1375 Piccard Drive, Suite 375, Rockville, Montgomery County, Maryland 20850 (240) 683-0300 rentals@tmamgroup.com

1h. Entity Responsible for Marketing (check all that apply)

☐ Owner ☒ Agent ☐ Other (specify) _____

Position, Name (if known), Address (including City, County, State & Zip Code), Telephone Number & Email Address

Com. Mgr., 8835 Crismond Lane, Spotsylvania, Spotsylvania Co., VA 22551 (540) 582-2415 thepines@tmamgroup.com/Lori Meredith, RCM, TMAM, Inc., 1375 Piccard Drive, Suite 375, Rockville, Montgomery Co., MD 20850 (240) 683-0300 ext. 412 lmeredith@tmamgroup.com

1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & E-Mail Address.

Lori Meredith, Regional Community Manager, TM Associates Management, Inc., 1375 Piccard Drive, Suite 375, Rockville, Montgomery County, Maryland 20850 (240) 683-0300 ext. 412 lmeredith@tmamgroup.com

2a. Affirmative Fair Housing Marketing Plan

Plan Type Date of the First Approved AFHMP:

Reason(s) for current update:

2b. HUD-Approved Occupancy of the Project (check all that apply)

☐ Elderly ☒ Family ☐ Mixed (Elderly/Disabled) ☐ Disabled

2c. Date of Initial Occupancy

2d. Advertising Start Date

Advertising must begin *at least* 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects.

Date advertising began or will begin

For existing projects, select below the reason advertising will be used:

To fill existing unit vacancies ☒
To place applicants on a waiting list ☒ (which currently has individuals)
To reopen a closed waiting list ☐ (which currently has individuals)

3a. Demographics of Project and Housing Market Area

Complete and submit Worksheet 1.

3b. Targeted Marketing Activity

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> White | <input checked="" type="checkbox"/> American Indian or Alaska Native | <input checked="" type="checkbox"/> Asian | <input checked="" type="checkbox"/> Black or African American |
| <input checked="" type="checkbox"/> Native Hawaiian or Other Pacific Islander | <input checked="" type="checkbox"/> Hispanic or Latino | <input checked="" type="checkbox"/> Persons with Disabilities | |
| <input checked="" type="checkbox"/> Families with Children | <input type="checkbox"/> Other ethnic group, religion, etc. (specify) | <div></div> | |
-

4a. Residency Preference

Is the owner requesting a residency preference? If yes, complete questions 1 through 5.

No

If no, proceed to Block 4b.

(1) Type

Please Select Type

(2) Is the residency preference area:

The same as the AFHMP housing/expanded housing market area as identified in Block 1e?

Please Select Yes or No

The same as the residency preference area of the local PHA in whose jurisdiction the project is located?

Please Select Yes or No

(3) What is the geographic area for the residency preference?

(4) What is the reason for having a residency preference?

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

4b. Proposed Marketing Activities: Community Contacts

Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

4c. Proposed Marketing Activities: Methods of Advertising

Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

5a. Fair Housing Poster

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

☒ Rental Office ☐ Real Estate Office ☐ Model Unit ☒ Other (specify) Laundry

5b. Affirmative Fair Housing Marketing Plan

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

☒ Rental Office ☐ Real Estate Office ☐ Model Unit ☒ Other (specify) Laundry

5c. Project Site Sign

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

☐ Rental Office ☐ Real Estate Office ☐ Model Unit ☒ Entrance to Project ☐ Other (specify)

The size of the Project Site Sign will be 4' x 8"

The Equal Housing Opportunity logo or slogan or statement will be 4" x 4"

6. Evaluation of Marketing Activities

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

Management evaluates the success of it's marketing activities at least once annually (April each year), determining the percentage of the applicants over the last year that meet the criteria for least likely to apply. Our Yardi software tracks statistical data of applicants and residents reporting. Upon completion of the evaluation, management will adjust marketing activities accordingly, updating this plan if needed.

7a. Marketing Staff

What staff positions are/will be responsible for affirmative marketing?

Community Manager and Regional Community Manager.

7b. Staff Training and Assessment: AFHMP

- (1) Has staff been trained on the AFHMP?
- (2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)?
- (3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?

Corporate office training and third party at least annually.

- (4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act?
- (5) If yes, how and how often?

Performance evaluation performed annually and during the annual site inspection performed separately annually.

7c. Tenant Selection Training/Staff

- (1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences?
- (2) What staff positions are/will be responsible for tenant selection?

Community Manager and Regional Community Manager.

7d. Staff Instruction/Training:

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

TM Associates has a Learning Management System (TM University) that offers on demand learning and best practices for our employees. Each new hire is enrolled in our New Hire Orientation, where Fair Housing training is required to be completed within the first 30 days of employment. If the property participates in a government subsidized program, such as HUD, office personnel are also trained on the Affordable Housing Marketing Plan and its purpose, which is to help owners/agents effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy.

TM Associates held Fair Housing Seminars in March, 2022 presented by Offit Kurman Law Offices, IREM and NAA.

All employees will be required to complete Fair Housing training via TM University in April of every year.

8. Additional Considerations Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

Although our Project Sign does not meet the requirements at this time, we will bring it into compliance upon replacement.

9. Review and Update

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Name (type or print)

Lori Meredith

Title & Name of Company

Regional Community Manager/TM Associates Management, Inc.

For HUD-Office of Housing Use Only

Reviewing Official:

For HUD-Office of Fair Housing and Equal Opportunity Use Only

☐ Approval

☐ Disapproval

Signature & Date (mm/dd/yyyy)

Signature & Date (mm/dd/yyyy)

Name
(type
or
print)

Title

Name
(type
or
print)

Title

Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

Purpose of Form: All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

Applicability: The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

INSTRUCTIONS:

Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing

Part 1: Applicant/Respondent and Project

Identification. Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau (<http://factfinder2.census.gov/main.html>) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

Part 2: Type of AFHMP

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.

Part 3 Demographics and Marketing Area.

"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

Part 4 - Marketing Program and Residency Preference (if any).

Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described.

Please attach a copy of the advertising or marketing material.

Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b -The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c -The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. **Please submit photographs of project site signs.**

Part 6 - Evaluation of Marketing Activities.

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

Part 7- Marketing Staff and Training.

Block 7a -Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act. Please indicate who provides the training and how frequently. In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

Part 8 - Additional Considerations.

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

Part 9 - Review and Update.

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

Notification of Intent to Begin Marketing.

No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.

Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities
(See AFHMP, Block 3b)

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. **Please attach maps showing both the housing market area and the expanded housing market area.**

Demographic Characteristics	Project's Residents	Project's Applicant Data	Census Tract	Housing Market Area	Expanded Housing Market Area
% White	63.6%	63.6%	76.6%	72.7%	69.6%
% Black or African American	30.6%	31.9%	13.8%	16.1%	16.7%
% Hispanic or Latino	2.1%	4.4%	11.5%	6.9%	10.7%
% Asian	0.0%	1.0	1.2%	1.1%	2.5%
% American Indian or Alaskan Native	0.0%	0.2%	0.5%	0.0%	0.4%
% Native Hawaiian or Pacific Islander	0.0%	0.4%	0.5%	0.6%	0.1%
%Persons with Disabilities	32.6%	0.2%	13.9%	11.4%	11.0%
% Families with Children under the age of 18	34.7%	17.1%	39.7%	36.5%	35.3%
Other (specify)					
Other/2 or more races	2.1%/3.7%	0.0%/2.9%	5.3%/2.2%	3.4%/6.1%	5.5%/5.0%

Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

Demographic Characteristics	Project's Residents (as determined in Worksheet 1)	Project's Applicant Data (as determined in Worksheet 1)	Census Tract (as determined in Worksheet 1)	Housing Market Area (as determined in Worksheet 1)	Expanded Housing Market Area (as determined in Worksheet 1)	Residency Preference Area (if applicable)
% White						
% Black or African American						
% Hispanic or Latino						
% Asian						
% American Indian or Alaskan Native						
% Native Hawaiian or Pacific Islander						
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						
Other/2 or more race						

Worksheet 3: Proposed Marketing Activities –Community Contacts (See AFHMP, Block 4b)

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	Community Contact(s), including required information noted above.
Asian/ Am. Indian or Alaskan Native/Native Hawaiian or Pacific Islander/Hispanic/ Families with Children	Central Virginia Housing, 2300 Charles Street, Fredericksburg, VA 22401 (540) 604-9943, Carl Bardy, Exec. Dir. Assists all individuals in finding adequate housing for their needs. This organization will inform their clients about our community and distribute information accordingly.
Asian/ Am. Indian or Alaskan Native/Native Hawaiian or Pacific Islander/Hispanic/Families with Children	Spotsylvania County Department of Social Services, P. O. Box 249, Spotsylvania, VA 22533 (540) 507-7898, Amy Swift, Dir. Provides assistance to those who need affordable housing. This organization will inform their clients about our community and distribute information accordingly.
Asian/ Am. Indian or Alaskan Native/Native Hawaiian or Pacific Islander/Hispanic/ Disabled	Disability Resource Center, 409 Progress Street, Fredericksburg, VA 22401 (540) 373-2559, Debe Fults, Exec. Dir. Works with individuals with significant disabilities in their goals of independence in the community. Currently provide opportunities for employment and independent living for citizens with disabilities.
Asian/ Am. Indian or Alaskan Native/Native Hawaiian or Pacific Islander/Hispanic/ Elderly/Disabled	The Brisben Center, 471 Central Road, Fredericksburg, VA 22401 (540) 899-9853, Dave Cooper, CEO. Assists all individuals in finding adequate housing for their needs. This organization will inform their clients about our community and distribute information accordingly.
Asian/ Am. Indian or Alaskan Native/Native Hawaiian or Pacific Islander/Hispanic/ Elderly Disabled	Salvation Army, 2014-C Lafayette Boulevard, Fredericksburg, VA 22401 (540) 373-3431. Agency assists various populations with needs such as health, food, legal, housing, interpreter service, refugees, immigration and other services.

Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

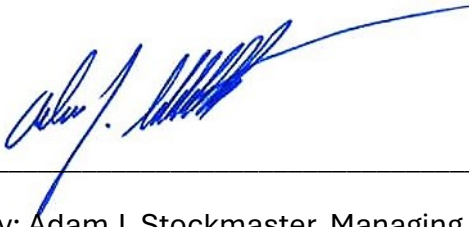
Targeted Population(s)→ Methods of Advertising ↓	Targeted Population:	Targeted Population:	Targeted Population:
Newspaper(s)	Black or African Am./Asian Am. Ind./Nat. Alask./Nat. Haw./Pacific Isl./Hispanic	Families with Children	Persons with Disabilities
News Break			
Radio Station(s)			
TV Station(s)			
Electronic Media	Black or African Am./Asian Am. Ind./Nat. Alask./Nat. Haw./Pacific Isl./Hispanic	Families with Children	Persons with Disabilities
Rent Cafe			
Bulletin Boards			
Brochures, Notices, Flyers			
Other (specify)			

Tab Y:

Inducement Resolution for Tax Exempt Bonds

Inducement Resolution for Tax Exempt Bonds

This transaction will be applying for Tax Exempt Bonds through Virginia Housing in the Q4 October Round. As such there is no applicable inducement resolution at this point in time.



By: Adam J. Stockmaster, Managing Member

Date: July 15, 2024

Tab Z:

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

N/A

Tab AA:

Priority Letter from Rural Development



Rural Development

July 11, 2024

Michelle O'Meara
Branch Chief

Mr. Adam Stockmaster
The Pines Apartments LLC
1375 Piccard Drive, Suite 375
Rockville, MD 20850

Processing and
Report Review
Branch 1

Re: Pines Apartments LP
The Pines Apartments LLC
Tax Credit Support Letter

Production and
Preservation Division

Multifamily Housing

Dear Mr. Stockmaster,

This letter is to confirm that you have informed the Rural Housing Service (RHS) of your intention to transfer the ownership of the property, The Pines Apartments, from Pines Apartments LP to The Pines Apartments LLC, if it is determined eligible by RHS. We understand that you will apply for Federal Low-Income Housing Tax Credits from the Virginia Housing in order to acquire and rehabilitate the property.

The RHS outstanding loan balance as of today is \$1,287,479.97. This loan balance is subject to change at the time of the transfer and it will be set at new rates and terms. As of today, our current interest rate is 4.875%. Under current program parameters, this would be reduced to the below market 1.00% interest credit rate should all other components of the transaction be deemed acceptable by RHS. Based upon the economic useful life of the property, the term may be up to 30 years with an amortization period of up to 50 years.

The Pines Apartments is a 46-unit USDA RD property with 44 units of project-based Rural Development rental assistance. Those units of rental assistance may potentially transfer with the property to the new ownership entity for the duration of the compliance period.

The above referenced project appears to be feasible, subject to the submission and review of a complete application, underwriting of the transaction, and completion and concurrence of all required due diligence items. At closing, the new borrower will be required to execute a new restricted use provision and the property will be required to operate in accordance with 7 CFR part 3560 - Direct Multi-Family Housing Loans and Grants.

If you have any questions regarding the above, please feel free to contact Megan Riley, Loan Technician, at (910) 748-5571 or email at megan.riley@usda.gov.

Sincerely,

**MICHELLE
O'MEARA**

Digitally signed by
MICHELLE O'MEARA
Date: 2024.07.12
11:26:07 -04'00'

Michelle O'Meara
Branch Chief

TAB AB:

Social Disadvantage Certification

N/A