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# 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](mailto: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	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Jonathan Kinsey	<a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>	(804) 584-4717
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Jaki Whitehead	<a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>	(804) 343-5861
Hadia Ali	<a href="mailto:hadia.ali@virginiahousing.com">hadia.ali@virginiahousing.com</a>	(804) 343-5873

**TABLE OF CONTENTS**

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

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

## 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 <b>(MANDATORY)</b> - Invoice information will be provided in your Procorem Workcenter   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Scanned Copy of the <b>Signed</b> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) <b>(MANDATORY)</b> |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>                    |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications <b>(MANDATORY)</b>  |
| <input type="checkbox"/>            | Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>   |
| <input type="checkbox"/>            | Electronic Copy of Unit by Unit Matrix and Scope of Work narrative <b>(MANDATORY if Rehab)</b>  |
| <input type="checkbox"/>            | Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>   |
| <input type="checkbox"/>            | Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>  |
| <input type="checkbox"/>            | Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage                |
| <input checked="" type="checkbox"/> | of interests <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage   |
| <input checked="" type="checkbox"/> | of interests (see manual for details) <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab F: Third Party RESNET Rater Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion using Virginia Housing template <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>  |
|                                     | The following documents need not be submitted unless requested by Virginia Housing:   |
|                                     | -Nonprofit Articles of Incorporation      -IRS Documentation of Nonprofit Status  |
|                                     | -Joint Venture Agreement (if applicable)      -For-profit Consulting Agreement (if applicable)  |
| <input type="checkbox"/>            | Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY if Rehab)</b>   |
|                                     | 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  |
| <input checked="" type="checkbox"/> | Tab M: <i>(left intentionally blank)</i>  |
| <input type="checkbox"/>            | Tab N: Homeownership Plan   |
| <input type="checkbox"/>            | Tab O: Plan of Development Certification Letter   |
| <input type="checkbox"/>            | 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   |
| <input checked="" type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being MOU  |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation  |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing   |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal   |
| <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 type="checkbox"/>            | Tab Y: Inducement Resolution for Tax Exempt Bonds   |
| <input checked="" type="checkbox"/> | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation   |
| <input type="checkbox"/>            | Tab AA: Priority Letter from Rural Development  |
| <input type="checkbox"/>            | Tab AB: Social Disadvantage Certification   |

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/14/2024

1. Development Name: 1203 East Brookland Park Blvd.
2. Address (line 1): 1203 East Brookland Park Blvd.  
Address (line 2):  
City: Richmond State: VA Zip: 23222
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 Richmond City
5. The site overlaps one or more jurisdictional boundaries..... FALSE  
If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 108.00
7. Development is located in a Qualified Census Tract..... TRUE *Note regarding DDA and QCT*
8. Development is located in a Difficult Development Area..... FALSE
9. Development is located in a Revitalization Area based on QCT ..... FALSE
10. Development is located in a Revitalization Area designated by resolution ..... TRUE
11. Development is located in an Opportunity Zone (with a binding commitment for funding)..... FALSE  
(If 9, 10 or 11 are True, Action: Provide required form in TAB K1)
12. Development is located in a census tract with a household poverty rate of.....
 

3%	10%	12%
FALSE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 4
- Planning District: 15
- State Senate District: 14
- State House District: 79

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

This development entails the construction of 43 new affordable units with approximately 3,010 square feet of commercial space in the Highland Park neighborhood in the City of Richmond's North Side.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/14/2024

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: Lincoln Saunders  
 Chief Executive Officer's Title: Chief Administrative Officer Phone: (804) 646-7978  
 Street Address: 900 E. Broad Street, Suite 201  
 City: Richmond State: VA Zip: 23219

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Kevin Vonck, Director of Planning and Development Review

- 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:

Accessible Supportive Housing Pool

or

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

For Tax Exempt Bonds, where are bonds being issued?

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

2. Type(s) of Allocation/Allocation Year

Carryforward Allocation

Definitions of types:

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

New Construction

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

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

If True, additional Credit Request cannot exceed 10% of the prior credit award.

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: 1203 E Brookland LLC

Developer Name: Enterprise Community Development, Inc.

Contact: M/M ▶ Ms. First: Kathleen MI: T Last: Kramer

Address: 8403 Colesville Road, Suite 1150

City: Silver Spring St. ▶ MD Zip: 20910

Phone: (804) 658-5889 Ext.  Fax:

Email address: kkramer@ecdcommunities.org

Federal I.D. No. 880781299 (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.  
Alan Biller, abiller@ecdcommunities.org, 804-303-2333

- 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: Option
Expiration Date: 3/10/2025

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 3/10/2025.
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).)

3. Seller Information:

Name: Enterprise Community Development, Inc.
Address: 8403 Colesville Road, Suite 1150
City: Silver Spring St.: MD Zip: 20910
Contact Person: Rob Fossi Phone: (202) 895-8900

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

If above statement is TRUE, complete the following:

**D. SITE CONTROL**

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Enterprise Community Development,	(202) 895-8900	Sole Member of Managing M	100.00%
Christine Madigan	(202) 895-8900	Interim CEO, Sole Member of Managing Me	0.00%
			0.00%
			0.00%
			0.00%
			0.00%

*needs ownership %*

**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:	Aaron O'Toole	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770, Washington, DC 20005		
Email:	aotoole@kleinhornig.com	Phone:	(202) 926-3403
2. Tax Accountant:	Michele Adams	This is a Related Entity.	FALSE
Firm Name:	CohnReznick	DEI Designation?	FALSE
Address:	500 East Pratt Street, 4th Floor, Baltimore, MD 21202		
Email:	michele.adams@cohnreznick.com	Phone:	(410) 783-6224
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Gayle Filo	This is a Related Entity.	FALSE
Firm Name:	Enterprise Residential, LLC	DEI Designation?	FALSE
Address:	875 Hollins Street, Suite 202, Baltimore, MD 21201		
Email:	gfilo@enterpriseresidential.org	Phone:	(443) 451-6820
5. Contractor:	Jeff Bunch	This is a Related Entity.	FALSE
Firm Name:	UrbanCore Construction	DEI Designation?	FALSE
Address:	2120 Staples Mill Road, Suite 200, Richmond, VA 23230		
Email:	jbunch@urbancoreva.com	Phone:	(804) 971-5590
6. Architect:	Brandon Schultz	This is a Related Entity.	FALSE
Firm Name:	Quinn Evans Architects	DEI Designation?	FALSE
Address:	100 N. Charles Street, Baltimore, MD 21201		
Email:	bschultz@quinnevans.com	Phone:	(443) 450-7019
7. Real Estate Attorney:	Jennifer Mullen	This is a Related Entity.	FALSE
Firm Name:	Roth Jackson Gibbons Condlin, PLC	DEI Designation?	FALSE
Address:	1519 Summit Avenue, Suite 102, Richmond, VA 23230		
Email:	jmullen@rothjackson.com	Phone:	(804) 977-3374
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:	Thiel Butner	This is a Related Entity.	FALSE
Firm Name:	PANDO Alliance, LLC	DEI Designation?	TRUE
Address:	3545 Ellicott Mills Drive, Suite A2, Ellicott Cit		
Email:	thiel@pandoalliance.com	Role:	Energy Consultant
		Phone:	(443) 364-8047

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

a. Credits are being requested for existing buildings being acquired for development..... **FALSE**

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

b. This development has received a previous allocation of credits..... **FALSE**  
 If so, when was the most recent year that this development received credits? .... **0**

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

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

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

i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition..... **FALSE**

ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline..... **FALSE**

**2. Ten-Year Rule For Acquisition Credits**

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

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

i. Subsection (I)..... **FALSE**

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

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

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

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

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

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

**F. REHAB INFORMATION**

**3. Rehabilitation Credit Information**

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

**G. NONPROFIT INVOLVEMENT**

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

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

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

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

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

**A. Nonprofit Involvement (All Applicants)**

There is nonprofit involvement in this development.....  TRUE (If false, 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.....  TRUE

**C. Identity of Nonprofit (All nonprofit applicants):**

The nonprofit organization involved in this development is:  Applicant

Name: Enterprise Community Development, Inc.

Contact Person: Rob Fossi

Street Address: 875 Hollins Street

City: Baltimore State:  MD Zip: 21201

Phone: (202) 895-8900 Contact Email: rfossi@ecdcommunities.org

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

Name of qualified nonprofit: Enterprise Community Development, Inc.

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 Me

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 <b>all</b> units in development	43	bedrooms	89
Total number of <b>rental</b> units in development	43	bedrooms	89
Number of low-income rental units	43	bedrooms	89
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	43	bedrooms	89
Number of adaptive reuse units: .....	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....		56,800.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		0.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		3,010.00	
g. Total Usable Residential Heated Area.....		53,790.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....		100.00%	
i. Exact area of site in acres .....	0.608		
j. Locality has approved a final site plan or plan of development.....		FALSE	
If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....		FALSE	

**Definition:**

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

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	1007.56	SF	7	7
2BR Garden	1217.56	SF	26	26
3BR Garden	1432.56	SF	10	10
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
			43	43

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

**3. Structures**

- a. Number of Buildings (containing rental units)..... 1
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 4
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: Neighborhood serving commercial/retail
- 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). TRUE
  - If true, # of Elevators. 2
  - Elevator Type (if known) Machine room-less traction elevato

**H. STRUCTURE AND UNITS INFORMATION**

- i. Roof Type ▶ Flat
- j. Construction Type ▶ Frame
- k. Primary Exterior Finish ▶ Combination

**4. Site Amenities (indicate all proposed)**

- |                              |       |                         |                                |
|------------------------------|-------|-------------------------|--------------------------------|
| a. Business Center.....      | TRUE  | f. Limited Access.....  | TRUE                           |
| 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.....   | FALSE | j. Sports Activity Ct.. | FALSE                          |
|                              |       | k. Other:               | Business Center, Meeting Room, |

l. Describe Community Facilities: Community Room, Homework Room/Business Center, Meeting Room, Bike S

m. Number of Proposed Parking Spaces 36  
 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 report should be completed for the whole development and not an individual unit.

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

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

**ACTION:** Provide Internet Safety Plan and Resident Information Form (**Tab W**) if corresponding options selected 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.  |
| 50.00% | 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.  |
| FALSE  | 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>   |
| TRUE   | g. Each unit is provided free individual broadband/high speed internet access.   |
| or     | <i>(both access point categories have a minimum upload/download speed per manual.)</i>   |
| FALSE  | h. Each unit is provided free individual WiFi access.  |
| TRUE   | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
| or     |  |
| FALSE  | j. Full bath fans are equipped with a humidistat.  |
| TRUE   | k. Cooking surfaces are equipped with fire prevention features 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.   |
| FALSE  | o. All interior doors within units are solid core.   |
| TRUE   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| TRUE   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| 27%    | 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 <b>Tab F</b> .              |
| 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.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- FALSE d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

**2. Green Certification**

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

The applicant will also obtain one of the following:

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

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

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

- |                               |  |
|-------------------------------|--|
| <input type="checkbox"/> TRUE | a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards. |
| <input type="checkbox"/> 35   | b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:                           |

81% of Total Rental Units

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

If not, please explain:

No Market Rate Units will be included in this development.

<b>BTS</b>	<b>Architect of Record initial here that the above information is accurate per certification statement within this application.</b>
------------	---

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	18	21	22	0
Air Conditioning	0	7	10	12	0
Cooking	0	5	7	9	0
Lighting	0	17	24	31	0
Hot Water	0	11	14	17	0
Water	0	33	42	50	0
Sewer	0	49	63	78	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$140	\$180	\$219	\$0

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

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

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

**K. SPECIAL HOUSING NEEDS**

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

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

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

**TRUE**

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

**BTS**
**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

**TRUE** Supportive Housing (as described in the Tax Credit Manual)

**TRUE** 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**)

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**K. SPECIAL HOUSING NEEDS**

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K. SPECIAL HOUSING NEEDS

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

Action: Provide Relocation Plan, 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: Richmond Redevelopment and Housing Authority

Contact person: Kenyatta Green

Title: Senior Vice President, Affordable Housing Operations

Phone Number: (804) 780-3491

Action: Provide required notification documentation (TAB L)

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 10
% of total Low Income Units 23%

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

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: Lindsay

Last Name: Seay

**K. SPECIAL HOUSING NEEDS**

Phone Number: (410) 230-2128 Email: lseay@enterpriseresidential.org

**K. SPECIAL HOUSING NEEDS**

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

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

- TRUE 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.
- TRUE 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
- TRUE Section 8 Project Based Assistance
- FALSE RD 515 Rental Assistance
- FALSE Section 8 Vouchers  
\*Administering Organization: \_\_\_\_\_
- FALSE State Assistance  
\*Administering Organization: \_\_\_\_\_
- FALSE Other: \_\_\_\_\_

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

FALSE

i. If True above, how many of the 30% units will not have project based vouchers? 0

d. Number of units receiving assistance: 8  
 How many years in rental assistance contract? 15.00  
 Expiration date of contract: 12/31/2038  
 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

**K. SPECIAL HOUSING NEEDS**

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
8	18.60%	40% Area Median
14	32.56%	50% Area Median
14	32.56%	60% Area Median
0	0.00%	70% Area Median
7	16.28%	80% Area Median
0	0.00%	Market Units
43	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
8	18.60%	40% Area Median
14	32.56%	50% Area Median
14	32.56%	60% Area Median
0	0.00%	70% Area Median
7	16.28%	80% Area Median
0	0.00%	Market Units
43	100.00%	<b>Total</b>

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  TRUE

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

**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.

**BTS** 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	1	1	610.00	\$1,361.35	\$1,361
Mix 2	2 BR - 1.5 Bath	40% AMI	4	4	820.00	\$1,505.33	\$6,021
Mix 3	3 BR - 2 Bath	40% AMI	3	2	1070.00	\$1,935.85	\$5,808
Mix 4	1 BR - 1 Bath	50% AMI	2		610.00	\$859.00	\$1,718
Mix 5	2 BR - 1.5 Bath	50% AMI	10		820.00	\$1,019.00	\$10,190
Mix 6	3 BR - 2 Bath	50% AMI	2		1020.00	\$1,167.00	\$2,334
Mix 7	1 BR - 1 Bath	60% AMI	2		610.00	\$1,059.00	\$2,118
Mix 8	2 BR - 1.5 Bath	60% AMI	9		820.00	\$1,259.00	\$11,331
Mix 9	3 BR - 2 Bath	60% AMI	3		1020.00	\$1,444.00	\$4,332

**L. UNIT DETAILS**

Mix 10	1 BR - 1 Bath	80% AMI	2	610.00	\$1,254.00	\$2,508
Mix 11	2 BR - 1.5 Bath	80% AMI	3	820.00	\$1,478.00	\$4,434
Mix 12	3 BR - 2 Bath	80% AMI	2	1020.00	\$1,665.00	\$3,330
Mix 13						\$0
Mix 14						\$0
Mix 15						\$0
Mix 16						\$0
Mix 17						\$0
Mix 18						\$0
Mix 19						\$0
Mix 20						\$0
Mix 21						\$0
Mix 22						\$0
Mix 23						\$0
Mix 24						\$0
Mix 25						\$0
Mix 26						\$0
Mix 27						\$0
Mix 28						\$0
Mix 29						\$0
Mix 30						\$0
Mix 31						\$0
Mix 32						\$0
Mix 33						\$0
Mix 34						\$0
Mix 35						\$0
Mix 36						\$0
Mix 37						\$0
Mix 38						\$0
Mix 39						\$0
Mix 40						\$0
Mix 41						\$0
Mix 42						\$0
Mix 43						\$0
Mix 44						\$0
Mix 45						\$0
Mix 46						\$0
Mix 47						\$0
Mix 48						\$0
Mix 49						\$0
Mix 50						\$0
Mix 51						\$0
Mix 52						\$0
Mix 53						\$0
Mix 54						\$0
Mix 55						\$0
Mix 56						\$0
Mix 57						\$0
Mix 58						\$0
Mix 59						\$0
Mix 60						\$0
Mix 61						\$0
Mix 62						\$0
Mix 63						\$0
Mix 64						\$0
Mix 65						\$0
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
Mix 76								\$0
Mix 77								\$0
Mix 78								\$0
Mix 79								\$0
Mix 80								\$0
Mix 81								\$0
Mix 82								\$0
Mix 83								\$0
Mix 84								\$0
Mix 85								\$0
Mix 86								\$0
Mix 87								\$0
Mix 88								\$0
Mix 89								\$0
Mix 90								\$0
Mix 91								\$0
Mix 92								\$0
Mix 93								\$0
Mix 94								\$0
Mix 95								\$0
Mix 96								\$0
Mix 97								\$0
Mix 98								\$0
Mix 99								\$0
Mix 100								\$0
<b>TOTALS</b>			43	7				\$55,485

<b>Total Units</b>	<b>43</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>35,940.00</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>35,940.00</b>

<b>Floor Space Fraction (to 7 decimals)</b>	<b>100.00000%</b>
---	-------------------

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,500
2. Office Salaries			\$86,000
3. Office Supplies			\$2,500
4. Office/Model Apartment	(type <input type="text"/> )		\$0
5. Management Fee			\$32,021
<u>5.13%</u> of EGI	<u>\$744.67</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type <input type="text"/> )		\$0
8. Legal			\$5,000
9. Auditing			\$10,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$9,476
12. Tax Credit Monitoring Fee			\$1,505
13. Miscellaneous Administrative			\$3,500
<b>Total Administrative</b>			<b>\$151,502</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$4,115
16. Water			\$6,450
17. Gas			\$0
18. Sewer			\$0
<b>Total Utility</b>			<b>\$10,565</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$5,000
22. Exterminating			\$1,075
23. Trash Removal			\$6,500
24. Security Payroll/Contract			\$8,600
25. Grounds Payroll			\$0
26. Grounds Supplies			\$1,500
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$1,500
30. Repairs Contract			\$10,000
31. Elevator Maintenance/Contract			\$7,000
32. Heating/Cooling Repairs & Maintenance			\$645
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$400
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$2,000
<b>Totals Operating &amp; Maintenance</b>			<b>\$44,220</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes		\$59,186
39. Payroll Taxes		\$0
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$903 per unit	\$38,829
42. Fidelity Bond		\$0
43. Workman's Compensation		\$0
44. Health Insurance & Employee Benefits		\$0
45. Other Insurance		\$0
<b>Total Taxes &amp; Insurance</b>		<b>\$98,015</b>

**Total Operating Expense**

**\$304,302**

**Total Operating Expenses Per Unit**

**\$7,077**

**C. Total Operating**

**Expenses as % of EGI**

**48.73%**

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

**\$12,900**

**Total Expenses**

**\$317,202**

## N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	3/10/2023	Kathleen Kramer
b. Site Acquisition	3/10/2025	Kathleen Kramer
c. Zoning Approval	6/28/2022	Kathleen Kramer
d. Site Plan Approval	6/28/2022	Kathleen Kramer
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	5/1/2024	Kathleen Kramer
ii. Conditional Commitment	6/1/2024	Kathleen Kramer
iii. Firm Commitment	7/1/2024	Kathleen Kramer
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	1/8/2024	Kathleen Kramer
ii. Conditional Commitment	4/1/2024	Kathleen Kramer
iii. Firm Commitment	7/1024	Kathleen Kramer
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	Richmond ARPA and HOME	Kathleen Kramer
ii. Application	2/14/2023 and 3/3/2023	Kathleen Kramer
iii. Award/Commitment	10/3/2023 and 8/21/2023	Kathleen Kramer
<b>2. Formation of Owner</b>	2/18/2022	Kathleen Kramer
<b>3. IRS Approval of Nonprofit Status</b>	8/17/2020	Derek Torton
<b>4. Closing and Transfer of Property to Owner</b>	3/10/2025	Kathleen Kramer
<b>5. Plans and Specifications, Working Drawings</b>	11/30/2023	Kathleen Kramer
<b>6. Building Permit Issued by Local Government</b>	4/1/2024	Kathleen Kramer
<b>7. Start Construction</b>	8/1/2024	Kathleen Krmaer
<b>8. Begin Lease-up</b>	9/1/2025	Lindsay Seay
<b>9. Complete Construction</b>	10/1/2025	Kathleen Kramer
<b>10. Complete Lease-Up</b>	2/1/2026	Lindsay Seay
<b>11. Credit Placed in Service Date</b>	11/1/2025	Kathleen Kramer

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

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

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	9,224,578	0	0	9,224,578
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	450,625	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	9,675,203	0	0	9,224,578
f. Earthwork	1,200,000	0	0	1,200,000
g. Site Utilities	40,500	0	0	40,500
<input checked="" type="checkbox"/> h. Renewable Energy	240,000	0	0	240,000
i. Roads & Walks	0	0	0	0
j. Site Improvements	77,503	0	0	77,503
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	65,000	0	0	0
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	1,623,003	0	0	1,558,003
<b>Total Structure and Land</b>	11,298,206	0	0	10,782,581
r. General Requirements	990,000	0	0	990,000
s. Builder's Overhead ( 2.4% Contract)	267,232	0	0	267,232
t. Builder's Profit ( 2.4% Contract)	267,231	0	0	267,231
u. Bonds	112,831	0	0	112,831
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <u>Owner Contingency</u>	626,730	0	0	626,730
z. Other 2: _____	0	0	0	0
aa. Other 3: _____	0	0	0	0
<b>Contractor Costs</b>	<b>\$13,562,230</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,046,605</b>

**Construction cost per unit: \$299,339.65**

**MAXIMUM COMBINED GR, OVERHEAD & PROFIT =**

**\$1,581,749**

**ACTUAL COMBINED GR, OVERHEAD & PROFIT =**

**\$1,524,463**

**O. PROJECT BUDGET - OWNER COSTS**

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	82,074	0	0	82,074
b. Architecture/Engineering Design Fee \$10,575 /Unit)	454,720	0	0	454,720
c. Architecture Supervision Fee \$5,141 /Unit)	221,050	0	0	221,050
d. Tap Fees	0	0	0	0
e. Environmental	10,650	0	0	10,650
f. Soil Borings	45,000	0	0	45,000
g. Green Building (Earthcraft, LEED, etc.)	0	0	0	0
h. Appraisal	8,000	0	0	8,000
i. Market Study	18,862	0	0	18,862
j. Site Engineering / Survey	120,350	0	0	120,350
k. Construction/Development Mgt	15,244	0	0	15,244
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	114,289	0	0	114,289
n. Construction Interest ( 0.0% for 0 months)	952,404	0	0	952,404
o. Taxes During Construction	15,000	0	0	15,000
p. Insurance During Construction	26,569	0	0	26,569
q. Permanent Loan Fee ( 0.0% )	40,450			
r. Other Permanent Loan Fees	25,000			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	25,000	0	0	25,000
u. Accounting	0	0	0	0
v. Title and Recording	69,034	0	0	35,000
w. Legal Fees for Closing	120,000	0	0	120,000
x. Mortgage Banker	20,000	0	0	0
y. Tax Credit Fee	76,013			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	42,000	0	0	42,000
ab. Organization Costs	25,000			
ac. Operating Reserve	151,641			
ad. Contingency	0			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
<input checked="" type="checkbox"/> ag. Supportive Service Reserves	120,000			

**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify: Marketing/Lease up	5,000	0	0	0
(2) Other* specify: Construction Inspections	18,000	0	0	18,000
(3) Other* specify: Debt Service Reserve	125,351	0	0	0
(4) Other* specify: Investor Legal	55,000	0	0	0
(5) Other* specify: Permit Expediter	3,900	0	0	3,900
(6) Other* specify: Holding Costs	5,000	0	0	5,000
(7) Other* specify: Soft Cost Contingency	66,919	0	0	60,671
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$3,077,520</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,393,783</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$16,639,750</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,440,388</b>
<b>3. Developer's Fees</b>	<b>1,639,877</b>	<b>0</b>	<b>0</b>	<b>1,639,877</b>
<b>4. Owner's Acquisition Costs</b>				
Land	850,000			
Existing Improvements	0	0		
Subtotal 4:	\$850,000	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$19,129,627	\$0	\$0	\$17,080,265

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:**

**\$1,829,180**

Proposed Development's Cost per Sq Foot \$315 **Meets Limits**  
 Applicable Cost Limit by Square Foot: \$520

Proposed Development's Cost per Unit \$416,736 **Meets Limits**  
 Applicable Cost Limit per Unit: \$550,481

**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	
<b>1. Total Development Costs</b>	19,129,627	0	0	17,080,265
<b>2. Reductions in Eligible Basis</b>				
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
<b>3. Total Eligible Basis (1 - 2 above)</b>		0	0	17,080,265
<b>4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)</b>				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			0	5,124,080
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
<b>Total Adjusted Eligible basis</b>			0	22,204,345
<b>5. Applicable Fraction</b>		100.00000%	100.00000%	100.00000%
<b>6. Total Qualified Basis</b> (Eligible Basis x Applicable Fraction)		0	0	22,204,345
<b>7. Applicable Percentage</b>		4.00%	4.00%	9.00%
<b>8. Maximum Allowable Credit under IRC §42</b> (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$0	\$0	\$1,998,391
		\$1,998,391 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. Capital One	04/01/24	05/01/24	\$11,314,449	Roy Danniell
2.				
3.				
Total Construction Funding:			\$11,314,449	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. Perm Loan	1/8/2024	5/1/2024	\$4,044,991	\$247,060	5.40%	40	40
2. VA DHCD HTF	3/31/2022	3/14/2023	\$900,000	\$9,000	1.00%	1000	1000
3. VA DHCD HOME	10/4/2023	3/8/2024	\$900,000	\$9,000	1.00%	1000	1000
4. Seller Takeback	4/1/2024	5/1/2024	\$580,000				
5. VA DHCD HIEE	10/14/2022	1/26/2023	\$1,394,733				
6. City of Richmond HOME	3/3/2023	8/21/2023	\$250,000				
7. City of Richmond ARPA	2/14/2023	10/3/2023	\$615,000				
8. RECS	4/1/2024	5/1/2024	\$62,840				
9.							
10.							
Total Permanent Funding:			\$8,747,564	\$265,060			

**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. Virginia Housing Commun	10/26/2021	12/1/2021	\$10,800	Carina DeRoche
2.				
3.				
4.				
5.				
6.				
Total Permanent Grants:			\$10,800	

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	DHCD HTF	8/1/2022	\$900,000
2.	DHCD HIEE	1/26/2023	\$1,394,733
3.	City of Richmond HOME	8/21/2023	\$250,000
4.	City of Richmond ARPA	10/3/2023	\$615,000
5.	VA DHCD HOME	3/8/2024	\$900,000
Total Subsidized Funding			\$4,059,733

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

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$900,000
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$900,000
k.	Other:	\$0
	DHCD HIEE	
l.	Other:	\$1,394,733

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	\$865,000
e.	Other: VH CIG Grant	\$10,800

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

**Q. SOURCES OF FUNDS**

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

c. **FALSE** Other \_\_\_\_\_

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	= <span style="border: 1px solid black; padding: 2px;">\$0</span>
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= <span style="border: 1px solid black; padding: 2px;">\$0</span>
b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)				
Amount of State HOTC	\$0	x Equity \$	\$0.000	= <span style="border: 1px solid black; padding: 2px;">\$0</span>
c. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$791,919	(Note: Deferred Developer Fee cannot be negative.)		
iv. 45L Credit Equity	\$187,031			
v. Other: <u>Solar Investment Tax Credit</u>	\$122,889			
<b>ACTION:</b> If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at <b>TAB A.</b>				
<b>Equity Total</b>	<u>\$1,101,839</u>			

**2. Equity Gap Calculation**

a. Total Development Cost	\$19,129,627
b. Total of Permanent Funding, Grants and Equity	- <span style="border: 1px solid black; padding: 2px;">\$9,860,203</span>
c. Equity Gap	<span style="border: 1px solid black; padding: 2px;">\$9,269,424</span>
d. Developer Equity	- <span style="border: 1px solid black; padding: 2px;">\$923</span>
e. Equity gap to be funded with low-income tax credit proceeds	\$9,268,501

**3. Syndication Information (If Applicable)**

a. Actual or Anticipated Name of Syndicator:	▶ <u>Enterprise Housing Credit Investments</u>		
Contact Person:	<u>Daniel Magidson</u>	Phone:	<u>(212) 284-7138</u>
Street Address:	<u>70 Corporate Center, 11000 Broken Land Parkway, Suite 700</u>		
City:	<u>Columbia</u>	State:	<u>MD</u>
		Zip:	<u>21044</u>
b. Syndication Equity			
i. Anticipated Annual Credits	<span style="border: 1px solid black; padding: 2px;">\$1,071,610.00</span>		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	<span style="border: 1px solid black; padding: 2px;">\$0.865</span>		
iii. Percent of ownership entity (e.g., 99% or 99.9%)	<span style="border: 1px solid black; padding: 2px;">99.99000%</span>		
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	<span style="border: 1px solid black; padding: 2px;">\$0</span>		
v. Net credit amount anticipated by user of credits	<span style="border: 1px solid black; padding: 2px;">\$1,071,503</span>		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	<span style="border: 1px solid black; padding: 2px;">\$9,268,501</span>		
c. Syndication: <u>Private</u>			
d. Investors: <u>Corporate</u>			

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$9,268,501

**5. Net Equity Factor**

Must be equal to or greater than 85% 86.5000134638%

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

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

1. Total Development Costs		<u>\$19,129,627</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$9,860,203</u>
3. Equals Equity Gap		<u>\$9,269,424</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>86.5000134638%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$10,716,095</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,071,610</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,998,391</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,071,610</u>
Credit per LI Units	<u>\$24,921.1628</u>	<b>Combined 30% &amp; 70% PV Credit Requested</b>
Credit per LI Bedroom	<u>\$12,040.5618</u>	

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

**T. CASH FLOW**

**1. Revenue**

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

Total Monthly Rental Income for LIHTC Units		\$55,485
Plus Other Income Source (list):	Late Fees/Legal, W/D Rental, Pet Charges, C	\$465
Equals Total Monthly Income:		\$55,950
Twelve Months		x12
Equals Annual Gross Potential Income		\$671,400
Less Vacancy Allowance	7.0%	\$46,998
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>		<b>\$624,402</b>

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

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

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

**3. Cash Flow (First Year)**

a.	Annual EGI Low-Income Units	\$624,402
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$624,402
d.	Total Expenses	\$317,202
e.	Net Operating Income	\$307,200
f.	Total Annual Debt Service	\$265,060
g.	Cash Flow Available for Distribution	\$42,140

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	624,402	636,890	649,628	662,620	675,873
Less Oper. Expenses	317,202	326,718	336,520	346,615	357,014
Net Income	307,200	310,172	313,108	316,005	318,859
Less Debt Service	265,060	265,060	265,060	265,060	265,060
Cash Flow	42,140	45,112	48,048	50,945	53,799
Debt Coverage Ratio	1.16	1.17	1.18	1.19	1.20

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	689,390	703,178	717,242	731,586	746,218
Less Oper. Expenses	367,724	378,756	390,118	401,822	413,877
Net Income	321,666	324,422	327,123	329,764	332,342
Less Debt Service	265,060	265,060	265,060	265,060	265,060
Cash Flow	56,606	59,362	62,063	64,704	67,282
Debt Coverage Ratio	1.21	1.22	1.23	1.24	1.25

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	761,143	776,365	791,893	807,731	823,885
Less Oper. Expenses	426,293	439,082	452,254	465,822	479,796
Net Income	334,850	337,284	339,639	341,909	344,089
Less Debt Service	265,060	265,060	265,060	265,060	265,060
Cash Flow	69,790	72,224	74,579	76,849	79,029
Debt Coverage Ratio	1.26	1.27	1.28	1.29	1.30

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: 1

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: <b>DO NOT use the CUT feature</b> <b>DO NOT SKIP LINES BETWEEN BUILDINGS</b>					30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS	Street Address 1	Street Address 2	City	State	Zip	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		43	0	1203 East Brookland Park Blvd.		Richmond	VA	23222				\$0				\$0	\$22,204,345	11/01/25	9.00%	\$1,998,391
2.												\$0				\$0				\$0
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0

43 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$0

\$0

\$22,204,345

\$1,998,391

Number of BINS: 1

**V. STATEMENT OF OWNER**

The undersigned hereby acknowledges the following:

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

V. STATEMENT OF OWNER

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: 1203 E Brookland LLC  
Enterprise Community Development, Inc., its Sole  
Member of Managing Member

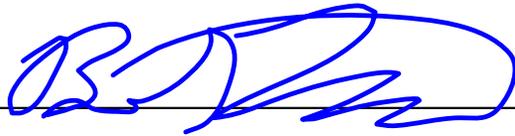
By:   
 Its: SVP, Real Estate Development  
 (Title)

**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:	Brandon T. Schultz
Virginia License#:	0401014627
Architecture Firm or Company:	Quinn Evans Architects

By:  \_\_\_\_\_

Its: Principal  
(Title)

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

W.

## LIHTC SELF SCORE SHEET

### Self Scoring Process

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by Virginia Housing's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Items 5f and 5g require a numeric value to be entered.

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

**MANDATORY ITEMS:**

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

**1. READINESS:**

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 to 10	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
<b>Total:</b>			15.00

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	4.07
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	21.22%	Up to 40	40.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
<b>Total:</b>			74.07

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			85.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	Y	0 or 15	15.00
e. Provides telephonic or virtual health services	Y	0 or 15	15.00
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	81%	Up to 15	12.21
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:			<u>217.21</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$109,400	\$73,800

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	23.26%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	18.60%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	51.16%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	51.16%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	51.16%	Up to 50	0.00
Total:			<u>90.00</u>

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:			<u>20.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	200.00
b. Cost per unit		Up to 100	76.22
Total:			<u>276.22</u>

7. BONUS POINTS:

a. Extended Use Restriction	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	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	Y	0 or 5	5.00
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:			<u>70.00</u>

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

**TOTAL SCORE:** 762.50

**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	40.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	10.00
h. Each unit provided free individual WiFi	12	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	10.00
s. New Construction: Balcony or patio	4	0.00
		<u>85.00</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>
<b>Total amenities:</b>		<b><u>85.00</u></b>

X.

## Development Summary

**Summary Information**

**2024 Low-Income Housing Tax Credit Application For Reservation**

**Deal Name:** 1203 East Brookland Park Blvd.

<b>Cycle Type:</b> 9% Tax Credits	<b>Requested Credit Amount:</b> \$1,071,610
<b>Allocation Type:</b> New Construction	<b>Jurisdiction:</b> Richmond City
<b>Total Units:</b> 43	<b>Population Target:</b> Homeless
<b>Total LI Units:</b> 43	
<b>Project Gross Sq Ft:</b> 56,800.00	<b>Owner Contact:</b> Kathleen Kramer
<b>Green Certified?</b> TRUE	

<b>Total Score</b> <b>762.50</b>
-------------------------------------

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$8,747,564	\$203,432	\$154	\$265,060
Grants	\$10,800	\$251		
Subsidized Funding	\$4,059,733	\$94,412		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$11,298,206	\$262,749	\$199	59.06%
General Req/Overhead/Profit	\$1,524,463	\$35,453	\$27	7.97%
Other Contract Costs	\$739,561	\$17,199	\$13	3.87%
Owner Costs	\$3,077,520	\$71,570	\$54	16.09%
Acquisition	\$850,000	\$19,767	\$15	4.44%
Developer Fee	\$1,639,877	\$38,137	\$29	8.57%
<b>Total Uses</b>	<b>\$19,129,627</b>	<b>\$444,875</b>		

Total Development Costs	
Total Improvements	\$16,639,750
Land Acquisition	\$850,000
Developer Fee	\$1,639,877
<b>Total Development Costs</b>	<b>\$19,129,627</b>

<b>Proposed Cost Limit/Sq Ft:</b>	\$315
<b>Applicable Cost Limit/Sq Ft:</b>	\$520
<b>Proposed Cost Limit/Unit:</b>	\$416,736
<b>Applicable Cost Limit/Unit:</b>	\$550,481

Income		
Gross Potential Income - LI Units		\$671,400
Gross Potential Income - Mkt Units		\$0
Subtotal		\$671,400
Less Vacancy %	7.00%	\$46,998
<b>Effective Gross Income</b>		<b>\$624,402</b>

**Rental Assistance?** TRUE

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	7
# of 2BR	26
# of 3BR	10
# of 4+ BR	0
<b>Total Units</b>	<b>43</b>

Expenses		
Category	Total	Per Unit
Administrative	\$151,502	\$3,523
Utilities	\$10,565	\$246
Operating & Maintenance	\$44,220	\$1,028
Taxes & Insurance	\$98,015	\$2,279
<b>Total Operating Expenses</b>	<b>\$304,302</b>	<b>\$7,077</b>
Replacement Reserves	\$12,900	\$300
<b>Total Expenses</b>	<b>\$317,202</b>	<b>\$7,377</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	8	8
50% AMI	14	14
60% AMI	14	14
>60% AMI	7	7
Market	0	0

Cash Flow	
EGI	\$624,402
Total Expenses	\$317,202
<b>Net Income</b>	<b>\$307,200</b>
Debt Service	\$265,060
<b>Debt Coverage Ratio (YR1):</b>	<b>1.16</b>

**Income Averaging?** TRUE

**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	\$1,998,391
Credit Requested	\$1,071,610
% of Savings	46.38%
Sliding Scale Points	200

**Cost Points:**

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

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

Total Costs Less Acquisition	\$18,279,627	
Total Square Feet	56,800.00	
Proposed Cost per SqFt	\$321.82	
Applicable Cost Limit per Sq Ft	\$520.00	
% of Savings	38.11%	
Total Units	43	
Proposed Cost per Unit	\$425,108	
Applicable Cost Limit per Unit	\$550,481	
% of Savings	22.78%	
Max % of Savings	38.11% Sliding Scale Points	76.22

# Tab A:

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

**Operating Agreement  
of  
1203 E Brookland LLC**

This Operating Agreement (this “**Agreement**”) of 1203 E Brookland LLC (the “**Company**”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Virginia Code (the “**Act**”), effective as of February 18, 2022, is entered into by Enterprise Community Development, Inc., a Maryland nonstock corporation as the sole member of the Company (“**Member**”)

1. **Purpose and Powers.** The purpose of the Company is to (i) serve as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 1203 E. Brookland Park Blvd., Richmond, Virginia, and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing, and (ii) engage in any other lawful activity for which a limited liability company may be organized under the Act..
2. **Separateness.** The Company will conduct its business and operations in its own name and will maintain books and records and bank accounts separate from those of any other person or entity.
3. **Management.** The Company will be member-managed. The Member will exercise full and exclusive control over the affairs of the Company. The Member may appoint officers and agents for the Company and give them such titles and powers as the Member may choose. Any action taken by the Member in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Member, will be an action of the Company.
4. **Allocations of Profit and Loss.** All profits and losses of the Company (and items of income, deduction, gain, or loss) will be allocated 100% to the Member.
5. **Distributions.** All distributions with respect to a membership interest in the Company will be made 100% to the Member.
6. **Capital Contribution.** The capital contribution of the Member to the Company is \$100.
7. **Dissolution.** The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company’s property and the Company’s receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Member to dissolve.
8. **Fiscal Year.** The fiscal year of the Company will be the calendar year.
9. **No Liability of Member and Others.** The Member and its agents and any officers and agents of the Company will not be liable for the Company’s liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Member or any officer.
10. **Indemnification.** The Company will indemnify and defend the Member and its agents and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company’s business to the fullest extent provided or allowed by law.

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

*[signature page follows]*

[signature page to Operating Agreement of 1203 E Brookland LLC]

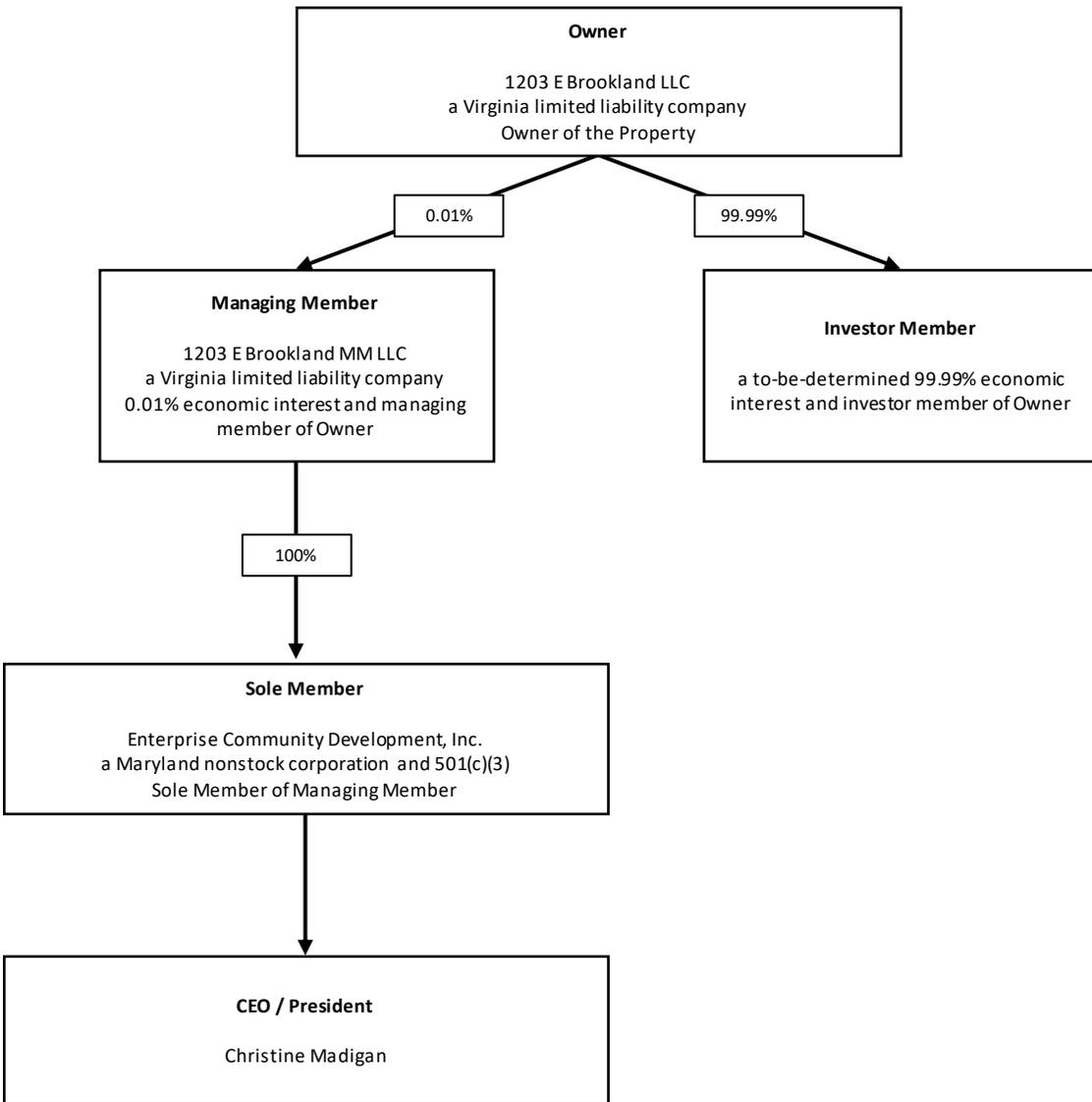
**ENTERPRISE COMMUNITY DEVELOPMENT, INC.**

By: RF\_\_\_\_\_

Name: Robert Fossi

Title: SVP, Real Estate Development

# 1203 E Brookland LLC Ownership Structure



# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That 1203 E Brookland LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on February 18, 2022; and

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 5, 2024

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

Bernard J. Logan, Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)



**Previous Participation Certification Instructions:**

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](mailto:taxcreditapps@virginiahousing.com).



## Previous Participation Certification

Development Name: 1203 East Brookland Park Blvd.

Name of Applicant (entity): 1203 E Brookland 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

Printed Name

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

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# List of LIHTC Developments (Schedule A)



Development Name: 1203 East Brookland Park Blvd.

Name of Applicant: 1203 E Brookland LLC

## INSTRUCTIONS:

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

Enterprise Community Development, Inc. **Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*** Y  
Principal's Name: Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Admiral Oaks, Annapolis, MD	Captains Circle LLC 202.895.8900	Y	159	159	12/31/2010	12/20/2011	N
2	Baker School Apartments, Richmond, VA	Baker School LLC	Y	50	50	10/13/2021	11/29/2022	N
3	Bladensburg Commons, Bladensburg, MD	Bladensburg Commons LLLP	Y	100	91	2/28/2017	5/4/2018	N
4	Highland Park Senior Apartments, Richmond, VA	Highland Park Senior Housing LLC 202.895.8900	Y	77	77	12/19/2016	1/30/2018	N
5	Buckman Road Apartments, Alexandria, VA	Buckman Road Development LLC 202.895.8900	Y	204	146	8/9/2010	8/20/2012	N
6	Cambridge Commons, Cambridge, MD	Cambridge Commons LLLP	Y	96	96	7/15/2009	12/9/2011	N
7	Cherrydale Apartments, Baltimore, MD	Cherrydale Limited Partnership	Y	186	186	5/28/2008	6/18/2010	N
8	Cove Point II, Dundalk, MD	Cove Point Apartments II Limited Partnership	Y	48	48	12/22/2006	5/19/2009	N
9	Edgewood Terrace IV, Washington DC	Edgewood IV Limited Partnership 202.895.8900	Y	258	129	5/1/2002	5/11/2014	N
10	Ednor Apartments II, Baltimore, MD	Ednor Apartments II Limited Partnership	Y	85	81	9/14/2008	12/20/2009	N
11	Essex House, Takoma Park, MD	Essex House LLC 202.895.8900	Y	135	125	5/28/2015	1/9/2017	N
12	Evergreen Senior Apartments, Essex, MD	Evergreen Senior Apartments Limited Partnership	Y	81	81	12/2/2009	5/3/2011	N
13	Fort Stevens	Fort Stevens LLC 202.895.8900	Y	59	59	12/12/2018	10/16/2019	N
14	Greens at English Consul, Lansdowne, MD	Greens at English Consul Limited Partnership	Y	90	90	2/28/2014	9/18/2015	N
15	Greens at Hammonds Lane, Baltimore, MD	Greens at Hammonds Limited Partnership	Y	90	90	7/27/2011	8/30/2012	N
16	Greens at Irvington Mews, Baltimore, MD	Greens at Irvington Mews Limited Partnership	Y	100	100	12/20/2012	10/17/2013	N
17	Greens at Liberty Road, Randallstown, MD	Greens at Liberty Limited Partnership	Y	105	105	12/29/2010	7/28/2012	N
18	Greens at Logan Field, Dundalk, MD	Greens at Logan Field Limited Partnership	Y	102	102	3/24/2014	9/28/2015	N
19	Greens at Rolling Road, Catonsville, MD	Rolling Road Senior Apartments Limited Partnership	Y	83	83	5/29/2009	11/2/2010	N
20	Hollins House, Baltimore, MD	Hollins House LLC 202.895.8900	Y	130	130	5/31/2017	3/20/2018	N
21	Jackson Ward Multifamily	Jackson Ward LLC 202.895.8900	Y	82	39	6/15/2020	7/2/2020	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

## List of LIHTC Developments (Schedule A)

22	Jackson Ward Senior Apartments	Jackson Word Senior LLC 202.895.8900	Y	72	72	11/22/2019	8/14/2020	N
23	Mayfair Mansions, Washington, DC	Mayfair Mansions Limited Partnership	Y	410	410	9/30/2009	12/2/2010	N
24	Suburbia Fairfax, Fairfax, VA	Suburbia Fairfax Development LLC 202.895.8900	Y	54	54	12/16/2010	5/20/2013	N
25	The Larkspur, Arlington, VA	Howard Manor Limited Liability Corporation 202.895.8900	Y	76	69	7/29/2011	10/23/2014	N
26	The Overlook at Oxon Run, Washington, DC	Parkside Terrace Development Limited Liability Corporation 202.895.8900	Y	316	316	7/1/2009	12/2/2010	N
27	Wheeler Terrace, Washington, DC	Wheeler Terrace Development Limited Partnership 202.895.8900	Y	116	116	12/31/2009	5/27/2011	N
28	Harper House, Columbia, MD	Harper House Limited Partnership, (410) 730-3430	Y	100	99	11/29/2011	12/20/2012	N
29	Heritage Crossing II, Baltimore, MD	Heritage Crossing II Limited Partnership, (410) 669-0330	Y	75	75	9/18/2019	9/3/2020	N
30	Highland Commons, Aberdeen, MD	Aberdeen Commons, LLLP, (410) 272-1111	Y	120	120	12/29/2006	1/13/2009	N
31	Hollins Station, Lansdowne, MD	Hollins Station Limited Partnership, (443) 333-4115	Y	48	48	8/7/2015	8/1/2016	N
32	Metro Heights at Mondawmin, Baltimore, MD	Metro Heights Limited Partnership, (443) 563-2732	Y	70	63	9/18/2018	7/17/2019	N
33	Park View at Snowden River 2, Columbia, MD	RF Snowden River, LLC2, (410) 290-0384	Y	100	100	10/7/2022	2024 (expected)	N
34	Mulberry at Park, Baltimore, MD	Mulberry at Park Limited Partnership, (410) 727-5500	Y	68	68	10/31/2016	4/26/2018	N
35	Park View at Ashland Terrace, Baltimore, MD	Ashland Park View LLLP, (410) 276-6440	Y	74	74	9/27/2007	1/29/2010	N
36	Park View at Bladensburg, Bladensburg, MD	Bladensburg LLLP, (301) 699-9785	Y	102	102	11/15/2012	5/13/2015	N
37	Park View at Catonsville, Catonsville, MD	Catonsville LLLP, (410) 719-9464	Y	101	101	12/20/2007	10/1/2012	N
38	Park View at Colonial Landing, Elkridge, MD	Colonial LLLP, (410) 796-4399	Y	100	100	4/10/2013	8/12/2015	N
39	Park View at Columbia, Columbia, MD	Columbia LLLP, (410) 381-1118	Y	104	104	6/21/2011	7/1/2013	N
40	Park View at Ellicott City, Ellicott City, MD	Ellicott LLLP, (410) 203-9501	Y	81	81	2015*	2024 (expected)	N

\* 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:** 3,777 3,509

**LIHTC as % of**  
93% **Total Units**

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

# List of LIHTC Developments (Schedule A)



Development Name: 1203 East Brookland Park Blvd.  
 Name of Applicant: 1203 E Brookland LLC

**INSTRUCTIONS:**

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

Principal's Name: Christine Madigan Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* N Y or N

1	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"
2								
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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:**                      0                      0                      #DIV/0!                      **LIHTC as % of Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# **Tab E:**

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

## OPTION TO PURCHASE

This Option to Purchase (this “*Agreement*”), effective as of March 10, 2023 (“*Effective Date*”), is made by and between Enterprise Community Development, Inc., a Maryland nonstock corporation (“*Seller*”), and 1203 E Brookland LLC, a Virginia limited liability company (“*Purchaser*”).

### RECITALS

- A. Seller is the owner of certain real property located in the City of Richmond, Virginia and described on the attached Exhibit A (“*Property*”), and wishes to grant Purchaser the option to purchase on the terms and conditions stated below.
- B. Purchaser wishes to accept the option to purchase the Property on the terms and conditions stated below.

Therefore, the parties agree as follows:

### AGREEMENT

1. **Grant of Option.** In consideration of Seller’s receipt of \$10.00 from Purchaser (which is hereby acknowledged), Seller hereby grants to Purchaser the exclusive right and option (the “*Option*”) to purchase the Property, together with all appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Seller in and to any streets, alleys or rights-of-way adjoining the Property, (ii) any density rights that may be transferred or received and (iii) all development rights and entitlements related to the Property at any time after the Effective Date, and continuing until 5:00 p.m. on the first anniversary of the Effective Date (the “*Expiration Date*”).
2. **Purchase Price of Property.** The total purchase price of the Property will be equal to \$260,000.00 (the “*Purchase Price*”), which amount will be payable as provided in this Agreement.
3. **No Application of Option Consideration to Purchase Price.** If Purchaser elects to purchase the Property under the terms and conditions of this Agreement, the consideration paid for the Option will not be applied to the Purchase Price.
4. **Exercise of Option.** Purchaser may exercise the Option by giving Seller written notice, signed by an authorized representative of the Purchaser, on or before the Expiration Date.
5. **Failure to Exercise Option.** If Purchaser does not exercise the Option in accordance with its terms before the Expiration Date, the Option and the rights of Purchaser under this Agreement will automatically and immediately terminate without notice.
6. **Closing.** Closing on the Purchaser’s purchase of the Property pursuant to this Agreement (the “*Closing*”) will occur within 270 days after Purchaser has given Seller written notice that it is exercising the Option. Closing will be accomplished through the escrowed delivery of all documents and funds required by this Agreement to Purchaser’s selected title company (the “*Title Company*”).
7. **Conditions to Closing.** The obligations of Purchaser hereunder are subject to and contingent upon Purchaser’s ability to obtain a policy of title insurance, written by a title insurer acceptable to Purchaser, insuring the title to the Property on terms acceptable to Purchaser.

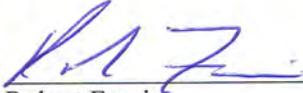
8. **Items to be Delivered by Seller at Closing.** At Closing, Seller will execute, deliver and/or provide to the Title Company, or will cause to be executed, delivered and/or provided to Title Company, the following (“**Closing Documents**”):
- 8.1 a Special Warranty Deed (the “**Deed**”) conveying to Purchaser fee simple title to the Property, free and clear of any liens or encumbrances other than encumbrances permitted by Purchaser, in its as-is, where-is condition, and without representation or warranty;
  - 8.2 evidence reasonably satisfactory to the Title Company authorizing the consummation by Seller of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith;
  - 8.3 all such other documents and instruments customarily executed and delivered by a seller of property similar to the Property in question in the jurisdiction in which such Property is located, consistent with the terms and provisions of this Agreement; and
  - 8.4 the customary form of affidavit certifying to the Title Company, among other things: (i) the absence of claims which would give rise to mechanic's and materialmen's liens, (ii) that Seller is the only party in possession of the Property, and (iii) that there are no pending suits or outstanding judgments against either Seller or the Property.
9. **Items to be Delivered by Purchaser at Closing.** At Closing, Purchaser will execute, deliver and/or provide to the Title Company or cause to be executed, delivered and/or provided to Title Company, the following:
- 9.1 immediately available funds payable to the Title Company representing the Purchase Price, in accordance with Section 2 hereof;
  - 9.2 evidence reasonably satisfactory to the Title Company authorizing the consummation by Purchaser of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith; and
  - 9.3 all such other documents and instruments customarily executed and delivered by purchaser of property similar to the Property in question in the jurisdiction in which such Property is located, consistent with the terms and provisions of this Agreement.
10. **Closing Costs and Prorations.** All closing costs will be paid by Purchaser, including transfer and recordation taxes on the Deed, provided, however, each party will pay its own attorneys' fees. Real property taxes for the Property will be prorated as of the day preceding the Closing, and Seller will pay Seller's pro rata portion thereof at Closing. In the event that the amount of real property taxes for the current year is unknown at Closing, the taxes will be prorated based on taxes assessed for the immediately preceding year, and Purchaser will notify Seller of any necessary adjustment to such proration within thirty (30) days after correct tax figures are known, and thereafter any necessary adjustments will be made.
11. **Notices.** All notices provided for in this Agreement will be deemed to have been duly given if and when deposited in the United States mail with proper and sufficient postage affixed, properly addressed to the party for whom intended at the party's address listed above, or when delivered personally to such party.

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

*[signature page follows]*

SELLER

**ENTERPRISE COMMUNITY DEVELOPMENT, INC.,**  
A Maryland nonstock corporation

By:   
Name: Robert Fossi  
Title: SVP, Real Estate Development

PURCHASER

**1203 E BROOKLAND LLC**  
a Virginia limited liability company

By: 1203 E Brookland MM LLC  
a Virginia limited liability company  
its managing member

By: Enterprise Community Development, Inc.  
a Maryland nonstock corporation,  
its sole member

By:   
Name: Robert Fossi  
Title: SVP, Real Estate Development

Exhibit A

**Property Description**

ALL that certain tract, piece or parcel of land situate in the City of Richmond and Commonwealth of Virginia, to-wit:

FROM a rod marking the southwest of Second Avenue and East Brookland Park Boulevard run North 82 19 01 west along the southerly line of East Brookland Park Boulevard for 350.40 to a rod marking the Point of Beginning.

FROM said Point of Beginning, continue North 82 19 01 West along the southerly line of East Brookland Park Boulevard for 132.10 to a rod marking the southeast corner East Brookland Park Boulevard and Woodcliff Avenue for 202.97 to a rod on the northerly line of an alley 14.91 wide; thence run South 75 30 35 East along the northerly line of said alley for 119.98 to a rod; thence run North 15 17 34 East for 210.49 to the Point of Beginning. Containing 0.61 acres.

BEING the same real estate conveyed to Melford L. Pinchback, by deed from Raymond L. Williams, dated July 31, 1995, recorded August 1, 1995, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, in Deed Book 448, page 855.

THE SAID Melford L. Pinchback, also known as Melford Lee Pinchback, died intestate on or about March 26, 2018, leaving as his sole heir at law his wife, Barbara Pinchback, as evidenced by that certain Real Estate Affidavit dated and filed for record on August 10, 2018, as Instrument No. 18000657, in the aforesaid Clerk's Office.

## FIRST AMENDMENT TO OPTION TO PURCHASE

THIS FIRST AMENDMENT TO OPTION TO PURCHASE (this "Amendment") is entered into as of the 10 day of March, 2024 (the "Effective Date"), by and between Enterprise Community Development, Inc., a Maryland nonstock corporation, ("Seller"), and 1203 E Brookland LLC, a Virginia limited liability company ("Purchaser").

### RECITALS

A. Seller and Purchaser entered into that certain Option to Purchase, dated as of March 10, 2023 (the "**Original Option**").

B. Seller and Purchaser desire to amend the Original Option as set forth below.

NOW, THEREFORE, Seller and Purchaser agree as follows:

1. **Grant of Option.** Section 1 of the Original Option is hereby deleted in its entirety and replaced with the below provision:

**Grant of Option.** In consideration of Seller's receipt of \$10.00 from Purchaser (which is hereby acknowledged), Seller hereby grants to Purchaser the exclusive right and option (the "**Option**") to purchase the Property, together with all appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Seller in and to any streets, alleys or rights-of-way adjoining the Property, (ii) any density rights that may be transferred or received and (iii) all development rights and entitlements related to the Property at any time after the Effective Date, and continuing until 5:00 p.m. on March 10, 2025 (the "**Expiration Date**").

2. **Purchase Price.** Section 2 of the Original Option is hereby deleted in its entirety and replaced with the following:

"2. **Purchase Price of Property.** The total purchase price of the Property will be equal to \$850,000.00 (the "**Purchase Price**"), which amount will be payable as provided in this Agreement."

3. **Miscellaneous.**

(a) **Definitions.** Terms used but not defined herein shall have the meaning ascribed to them in the Original Option.

(b) **Assignment/Successors.** This Amendment shall be binding upon Seller and Purchaser, and shall inure to the benefit of their respective legal successors and assigns.

(c) **Amendment.** This Amendment and the Original Option, as amended by this Amendment, shall not be amended except by written instrument signed by all parties hereto.

(d) **Governing Law.** This Amendment shall be governed by the laws of the District of Columbia, without regard to the conflicts of laws provisions thereof.

(e) **Severable Provisions.** If any provision of this Amendment shall be invalid or unenforceable to any extent, then the other provisions of this Amendment shall not be affected and shall be enforced to the greatest extent permitted by law.

(f) **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

(g) **Authority; Veracity.** Each signatory below certifies that he, she or they has the authority to sign on behalf of the party for which he, she or they have signed. Further, each party hereto certifies that each of their statements and representations contained in this Amendment and all their supporting documentation are true, accurate, and complete.

[signature page follows]

[Signature Page of First Amendment to Option to Purchase]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment as a sealed instrument as of the Effective Date.

SELLER:

**ENTERPRISE COMMUNITY DEVELOPMENT, INC.**

By:   
Name: Robert Fossi  
Title: SVP, Real Estate Development

PURCHASER:

**1203 E BROOKLAND LLC**

a Virginia limited liability company

By: 1203 E Brookland MM LLC  
a Virginia limited liability company  
its sole member

By: Enterprise Community Development, Inc.  
a Maryland nonstock corporation,  
its sole member

By:   
Name: Robert Fossi  
Title: SVP, Real Estate Development

**Property:** 1203 E Brookland Park Blvd **Parcel ID:** N0000917006

**Parcel**

**Street Address:** 1203 E Brookland Park Blvd Richmond, VA 23222-  
**Owner:** ENTERPRISE COMMUNITY DEVELOPMENT INC  
**Mailing Address:** 8403 COLESVILLE RD #1150, SILVER SPRING, MD 20910  
**Subdivision Name :** NONE  
**Parent Parcel ID:**  
**Assessment Area:** 312 - Chestnut Hills  
**Property Class:** 101 - R Single Family Vacant (R1-R7)  
**Zoning District:** UB-2 - Urban Business  
**Exemption Code:** -

**Current Assessment**

**Effective Date:** 01/01/2024  
**Land Value:** \$239,000  
**Improvement Value:**  
**Total Value:** \$239,000  
**Area Tax:** \$0  
**Special Assessment District:** None

**Land Description**

**Parcel Square Feet:** 26809.1  
**Acreage:** 0.615  
**Property Description 1:** PARCEL B  
**Property Description 2:** 0131.98X0203.13 0000.000  
**State Plane Coords( ?):** X= 11795968.000009 Y= 3732780.781799  
**Latitude:** 37.56989213 , **Longitude:** -77.41989009

**Description**

**Land Type:** Residential Lot A  
**Topology:** Level  
**Front Size:** 131  
**Rear Size:** 203  
**Parcel Square Feet:** 26809.1  
**Acreage:** 0.615  
**Property Description 1:** PARCEL B  
**Property Description 2:** 0131.98X0203.13 0000.000  
**Subdivision Name :** NONE  
**State Plane Coords( ?):** X= 11795968.000009 Y= 3732780.781799  
**Latitude:** 37.56989213 , **Longitude:** -77.41989009

**Other**

**Street improvement:** Paved  
**Sidewalk:** Yes

**Assessments**

Assessment Year	Land Value	Improvement Value	Total Value	Reason
2024	\$239,000	\$0	\$239,000	Reassessment
2023	\$239,000	\$0	\$239,000	Reassessment
2022	\$194,000	\$0	\$194,000	Reassessment
2021	\$150,000	\$0	\$150,000	Reassessment
2020	\$150,000	\$0	\$150,000	Reassessment
2019	\$121,000	\$0	\$121,000	Reassessment
2018	\$121,000	\$0	\$121,000	Reassessment
2017	\$121,000	\$0	\$121,000	Reassessment
2016	\$121,000	\$0	\$121,000	Reassessment
2015	\$121,000	\$0	\$121,000	Reassessment
2014	\$121,000	\$0	\$121,000	Reassessment
2013	\$121,000	\$0	\$121,000	Reassessment
2012	\$121,000	\$0	\$121,000	Reassessment
2011	\$121,000	\$0	\$121,000	CarryOver
2010	\$121,000	\$0	\$121,000	Reassessment
2009	\$121,000	\$0	\$121,000	Reassessment
2008	\$110,000	\$0	\$110,000	Reassessment
2007	\$110,000	\$0	\$110,000	Reassessment
2006	\$69,700	\$0	\$69,700	Reassessment
2005	\$43,000	\$0	\$43,000	Reassessment
2004	\$24,700	\$0	\$24,700	Reassessment
2003	\$24,700	\$0	\$24,700	Reassessment
2002	\$24,200	\$0	\$24,200	Reassessment
2001	\$26,620	\$0	\$26,620	Reassessment
2000	\$22,000	\$0	\$22,000	Reassessment
1998	\$22,000	\$0	\$22,000	Not Available

**Transfers**

Transfer Date	Consideration Amount	Grantor Name	Deed Reference	Verified Market Sale Description
09/08/2021	\$260,000	PINCHBACK BARBARA	ID2021-25851	1 - VALID SALE-Valid, Use in Ratio Analysis
08/10/2018	\$0	PINCHBACK MELFORD L	IW2018-657	2 - INVALID SALE-Relation Between Buyer/Seller
08/01/1995	\$22,000	Not Available	00448-0855	
01/05/1994	\$20,000	Not Available	000379-01421	
09/29/1988	\$0	Not Available	000180-00917	

**Planning**

**Master Plan Future Land Use:** R  
**Zoning District:** UB-2 - Urban Business  
**Planning District:** North  
**Traffic Zone:** 1019  
**City Neighborhood Code:** GRPK  
**City Neighborhood Name:** Green Park  
**Civic Code:**  
**Civic Association Name:**  
**Subdivision Name:** NONE  
**City Old and Historic District:**  
**National historic District:** Highland Park Public School  
**Neighborhoods in Bloom:**  
**Redevelopment Conservation Area:**

**Economic Development**

**Care Area:** -  
**Enterprise Zone:**

**Environment**

**100 YEAR Flood Plain Flag:** Contact the Water Resources Division at 646-7586.  
**500 YEAR Flood Plain Flag:** N  
**Resource Protection Flag:** Contact the Water Resources Division at 646-7586.  
**Wetland Flag:** N

**Census**

Census Year	Block	Block Group	Tract
2000	2040	0108002	010800
1990	215	0108002	010800

**Schools**

**Elementary School:** Overby Sheppard  
**Middle School:** Henderson  
**High School:** Marshall

**Public Safety**

**Police Precinct:** 4  
**Police Sector:** 411  
**Fire District:** 15  
**Dispatch Zone:** 092B

**Public Works Schedules**

**Street Sweep:** TBD  
**Leaf Collection:** TBD  
**Refuse Collection:** Wednesday  
**Bulk Collection:** TBD

**Government Districts**

**Council District:** 6  
**Voter Precinct:** 603  
**State House District:** 79  
**State Senate District:** 14  
**Congressional District:** 4

**Property Images**

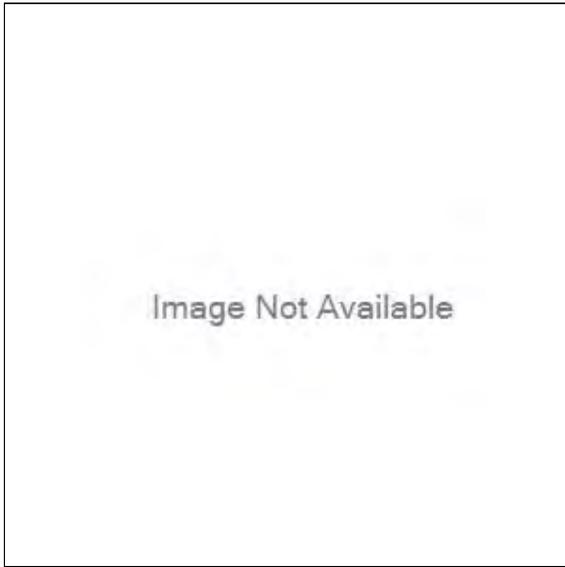
Name:N0000917006 Desc:



[Click here for Larger Image](#)

**Sketch Images**

Name: Desc:



210025851

MAIL TO:

Roth Jackson Gibbons Condlin, PLC  
1519 Summit Avenue, Suite 102  
Richmond, Virginia 23230

PREPARED BY:

Kimberly A. Keith (VSB 76908)  
2727 McRae Road  
North Chesterfield, VA 23235

Tax Map Reference No.: N0000917006

Title Insurance Underwriter:

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CONSIDERATION: \$260,000.00

ASSESSED VALUE: \$150,000.00

THIS DEED, made this 20<sup>th</sup> day of May, 2021, by and between **BARBARA PINCHBACK**, hereinafter called GRANTOR, and **ENTERPRISE COMMUNITY DEVELOPMENT, INC.**, a Maryland non-stock corporation, hereinafter called GRANTEE, whose address is **8403 Colesville Road, Suite 1150, Silver Spring, MD 20910;**

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor, cash in hand paid, the receipt of which is hereby acknowledged, Grantor has bargained and sold and does by these present, grant and convey, with General Warranty and English Covenants of Title, unto Grantee, in fee simple, the following described property, to-wit:

*SEE "SCHEDULE A" ATTACHED HERETO  
AND MADE A PART HEREOF*

This conveyance is made subject to any easements, restrictions, and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title, which have not expired by a time limitation contained therein or have otherwise become ineffective, and to matters visible upon inspection.

WITNESS the following signature and seal.

Barbara Pinchback  
**BARBARA PINCHBACK**

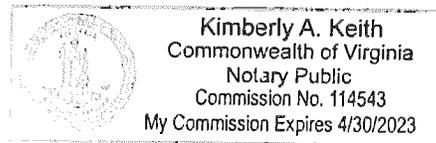
COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do certify that **BARBARA PINCHBACK**, whose name is signed to the foregoing deed bearing date on the 20<sup>th</sup> day of May, 2021, has this day acknowledged the same before me in this my jurisdiction aforesaid.

Given under my hand this 28 day of May, 2021.

[Signature]  
Notary Public



**SCHEDULE "A"**

ALL that certain tract, piece or parcel of land situate in the City of Richmond and Commonwealth of Virginia, to-wit:

FROM a rod marking the southwest of Second Avenue and East Brookland Park Boulevard run North 82 19 01 west along the southerly line of East Brookland Park Boulevard for 350.40 to a rod marking the Point of Beginning.

FROM said Point of Beginning, continue North 82 19 01 West along the southerly line of East Brookland Park Boulevard for 132.10 to a rod marking the southeast corner East Brookland Park Boulevard and Woodcliff Avenue for 202.97 to a rod on the northerly line of an alley 14.91 wide; thence run South 75 30 35 East along the northerly line of said alley for 119.98 to a rod; thence run North 15 17 34 East for 210.49 to the Point of Beginning. Containing 0.61 acres.

BEING the same real estate conveyed to Melford L. Pinchback, by deed from Raymond L. Williams, dated July 31, 1995, recorded August 1, 1995, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, in Deed Book 448, page 855.

THE SAID Melford L. Pinchback, also known as Melford Lee Pinchback, died intestate on or about March 26, 2018, leaving as his sole heir at law his wife, Barbara Pinchback, as evidenced by that certain Real Estate Affidavit dated and filed for record on August 10, 2018, as Instrument No. 18000657, in the aforesaid Clerk's Office.

INSTRUMENT 210025851  
RECORDED IN THE CLERK'S OFFICE OF  
RICHMOND CITY CIRCUIT COURT ON  
SEPTEMBER 8, 2021 AT 08:31 AM  
\$260.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$130.00 LOCAL: \$130.00  
EDWARD F. JEWETT, CLERK  
RECORDED BY: JRO

# **Tab F:**

RESNET Rater Certification (MANDATORY)



**Appendix F**  
**RESNET Rater Certification of Development Plans**

---

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

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

**In addition provide HERS rating documentation as specified in the manual**

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

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

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

**Additional Optional Certifications**

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

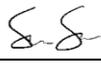
**FALSE Earthcraft Certification** - The development's design meets the criteria to obtain EarthCraft Multifamily program Gold certification or higher

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

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

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

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

Signed:  \_\_\_\_\_

Date: 3/4/24

Printed Name: Stacey Smith

RESNET Rater

Resnet Provider Agency  
 Viridiant \_\_\_\_\_

Signature  \_\_\_\_\_

Provider Contact and Phone/Email (804) 225-9843 / sean.shanley@viridiant.org

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2022-10-05  
Registry ID:  
Ekotrope ID: mvoZy6Od

## HERS® Index Score:

# 52

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$732

\*Relative to an average U.S. home

## Home:

1203 E Brookland Park Blvd  
Richmond, VA 23222

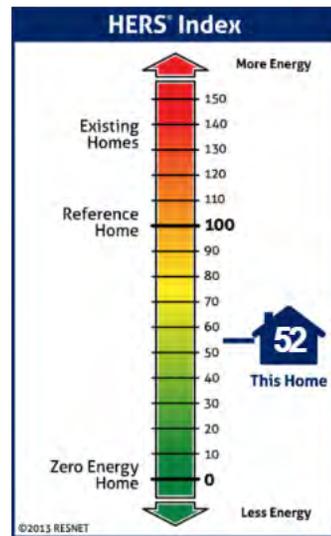
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.8	\$94
Cooling	1.2	\$39
Hot Water	1.1	\$37
Lights/Appliances	12.2	\$409
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>17.3</b>	<b>\$658</b>

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

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



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	685 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.5 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM • 50 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.28, SHGC: 0.24
Foundation Walls:	N/A
Framed Floor:	R-13

## 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  
Date: 3/3/23 at 10:59 AM



Ekotrope RATER - Version:4.0.2.3109  
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2022-10-05  
Registry ID:  
Ekotrope ID: Kvp08yld

## 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](http://www.hersindex.com)

## Annual Savings

# \$725

\*Relative to an average U.S. home

Home:  
1203 E Brookland Park Blvd  
Richmond, VA 23222

Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.0	\$133
Cooling	1.5	\$49
Hot Water	1.1	\$37
Lights/Appliances	12.2	\$409
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>18.8</b>	<b>\$708</b>

This home meets or exceeds the criteria of the following:

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

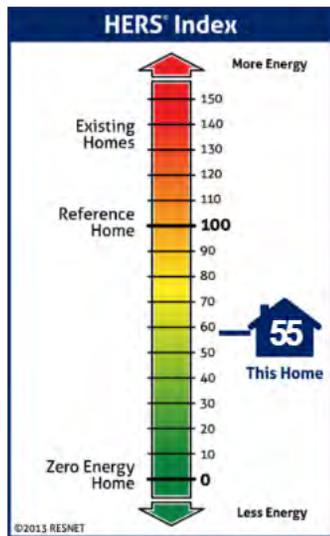
## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater  
Date: 3/3/23 at 10:59 AM



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	685 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.5 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM • 50 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Vaulted Roof, R-36
Window Type:	U-Value: 0.28, SHGC: 0.24
Foundation Walls:	N/A
Framed Floor:	R-13



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2022-10-05  
Registry ID:  
Ekotrope ID: x25EeDI2

## HERS® Index Score:

# 59

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$827

\*Relative to an average U.S. home

**Home:**  
1203 E Brookland Park Blvd  
Richmond, VA 23222  
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.4	\$243
Cooling	1.8	\$59
Hot Water	1.4	\$46
Lights/Appliances	14.0	\$468
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>24.5</b>	<b>\$896</b>

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

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

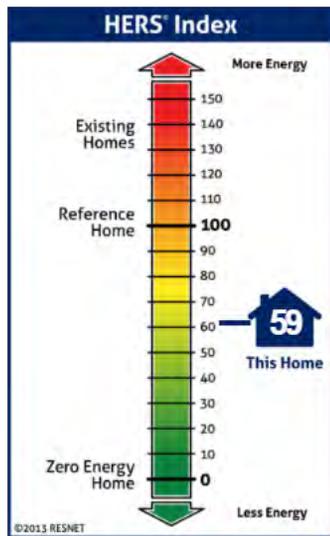
## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater  
Date: 3/3/23 at 10:59 AM



## Home Feature Summary:

Home Type: Apartment, end unit  
Model: N/A  
Community: N/A  
Conditioned Floor Area: 911 ft<sup>2</sup>  
Number of Bedrooms: 2  
Primary Heating System: Air Source Heat Pump • Electric • 8.2 HSPF  
Primary Cooling System: Air Source Heat Pump • Electric • 15 SEER  
Primary Water Heating: Residential Water Heater • Electric • 3.5 UEF  
House Tightness: 5 ACH50  
Ventilation: 50 CFM • 50 Watts  
Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>  
Above Grade Walls: R-20  
Ceiling: Adiabatic, R-13  
Window Type: U-Value: 0.28, SHGC: 0.24  
Foundation Walls: N/A  
Framed Floor: N/A



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2022-10-05  
Registry ID:  
Ekotrope ID: wdkp4grv

## HERS® Index Score:

# 49

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](http://www.hersindex.com)

## Annual Savings

# \$934

\*Relative to an average U.S. home

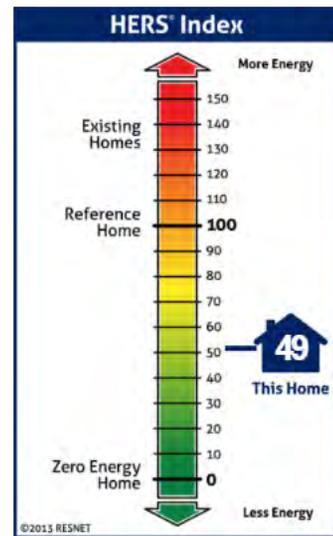
**Home:**  
1203 E Brookland Park Blvd  
Richmond, VA 23222  
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.6	\$121
Cooling	1.5	\$49
Hot Water	1.4	\$46
Lights/Appliances	14.0	\$469
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>20.4</b>	<b>\$763</b>

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

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



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	911 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.5 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM • 50 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.28, SHGC: 0.24
Foundation Walls:	N/A
Framed Floor:	R-13

## 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  
Date: 3/3/23 at 10:59 AM



Ekotrope RATER - Version:4.0.2.3109  
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2022-10-05  
Registry ID:  
Ekotrope ID: zvwP00G2

## HERS® Index Score:

# 52

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$922

\*Relative to an average U.S. home

Home:  
1203 E Brookland Park Blvd  
Richmond, VA 23222

Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.2	\$173
Cooling	1.9	\$62
Hot Water	1.4	\$46
Lights/Appliances	14.0	\$468
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>22.4</b>	<b>\$829</b>

This home meets or exceeds the criteria of the following:

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

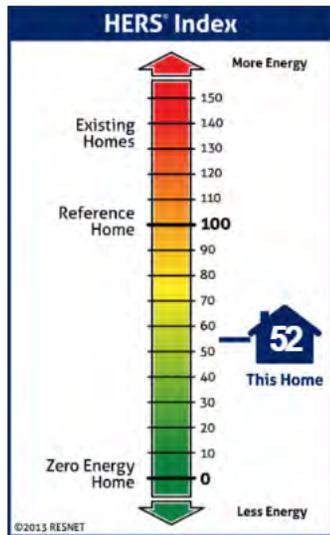
## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater  
Date: 3/3/23 at 10:59 AM



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	911 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.5 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM • 50 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Vaulted Roof, R-36
Window Type:	U-Value: 0.28, SHGC: 0.24
Foundation Walls:	N/A
Framed Floor:	R-13



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2022-10-05  
Registry ID:  
Ekotrope ID: bL7W70aL

## HERS® Index Score:

# 57

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$1,006

\*Relative to an average U.S. home

## Home:

1203 E Brookland Park Blvd  
Richmond, VA 23222

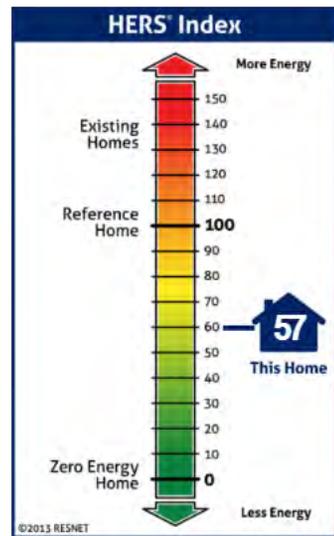
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.7	\$283
Cooling	2.1	\$70
Hot Water	1.7	\$56
Lights/Appliances	15.8	\$527
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>28.3</b>	<b>\$1,015</b>

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

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



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,141 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.5 UEF
House Tightness:	ACH50
Ventilation:	30 CFM • 50 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-19
Window Type:	U-Value: 0.28, SHGC: 0.24
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  
Date: 3/3/23 at 10:59 AM

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2022-10-05  
Registry ID:  
Ekotrope ID: kLZQwrx2

## HERS® Index Score:

# 48

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](http://www.hersindex.com)

## Annual Savings

# \$1,102

\*Relative to an average U.S. home

## Home:

1203 E Brookland Park Blvd  
Richmond, VA 23222

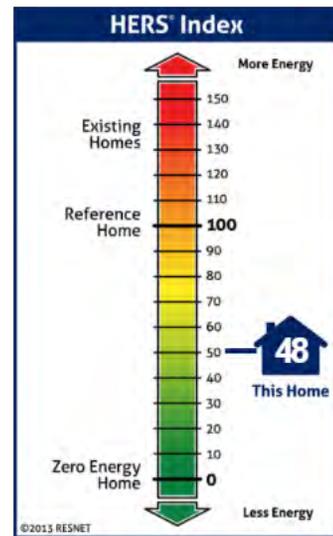
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.2	\$141
Cooling	1.8	\$61
Hot Water	1.7	\$56
Lights/Appliances	16.2	\$543
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>23.9</b>	<b>\$881</b>

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

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



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,141 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.5 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM • 50 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-19
Window Type:	U-Value: 0.28, SHGC: 0.24
Foundation Walls:	N/A
Framed Floor:	R-13

## 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  
Date: 3/3/23 at 10:59 AM



Ekotrope RATER - Version:4.0.2.3109  
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2022-10-05  
Registry ID:  
Ekotrope ID: q2R4wgad

## HERS® Index Score:

# 51

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$1,100

\*Relative to an average U.S. home

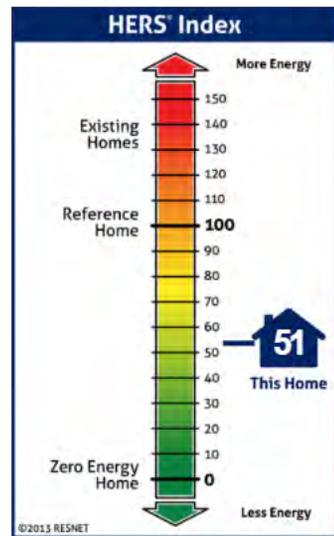
**Home:**  
1203 E Brookland Park Blvd  
Richmond, VA 23222  
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.0	\$198
Cooling	2.3	\$77
Hot Water	1.7	\$56
Lights/Appliances	16.0	\$536
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>26.0</b>	<b>\$946</b>

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

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



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,141 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 3.5 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM • 50 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Vaulted Roof, R-36
Window Type:	U-Value: 0.28, SHGC: 0.24
Foundation Walls:	N/A
Framed Floor:	R-13

## 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  
Date: 3/3/23 at 10:59 AM

## Tab F: Documentation for Percentage of Development's On-Site Electrical Load That Can Be Met by a Renewable Energy System (For the Benefit of Tenants)

### Proposed Solar PV System

Project	System Size (kWdc)	System Size (kWac)	Annual Production (kWh)	Site Quality kWh/kWac	System Cost (\$/Kw)	Total System Cost (\$)	Developer Fee	Assumed ITC	ITC Value (\$)
1203 Brookland Park Rooftop Solar	80.73	69.20	96,876.00	1,200	3,500.00	282,555.00	28,255.50	50%	141,277.50

### Electric Consumption Projections and Renewable % Offsets

Residents Annual Electrical Load	Development				Total Residents Loads (kWh)	Building/Common Areas			Percentage of Electrical Load met by Solar PV
	1BR	2BR	3BR	4BR		No. of Units	Annual Units Load (kWh)	Total Building Load (kWh)	
1203 Brookland Park	4500	5850	7605	-	259,650	43	2,244	96,481	27%

# **Tab G:**

Zoning Certification Letter (MANDATORY)



1001 Boulders Parkway  
Suite 300  
Richmond, VA 23225

P 804.200.6500  
F 804.560.1016  
[www.timmons.com](http://www.timmons.com)

**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](mailto:taxcreditapps@virginiahousing.com)



1001 Boulders Parkway  
Suite 300  
Richmond, VA 23225

P 804.200.6500  
F 804.560.1016  
www.timmons.com

**DATE:**

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

**RE: ZONING CERTIFICATION**

Name of Development: 1203 East Brookland Park Blvd.

Name of Owner/Applicant: 1203 E Brookland LLC

Name of Seller/Current Owner: Enterprise Community Development, Inc.

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:  
1203 East Brookland Park Boulevard, Richmond, VA 23222

Legal Description:  
Please see attached legal description.

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>43</u>	# Units	<u>1</u>	# Buildings	<u>56,800</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 type="checkbox"/> Rehabilitation:	<u>          </u>	# Units	<u>          </u>	# Buildings	<u>          </u>	Total Floor Area Sq. Ft.

Current Zoning: UB2-PE8 allowing a density of 43 units per acre, and the following other applicable conditions: The property is authorized for up to 43 dwelling units subject to the terms and conditions of Ordinance 2022.094 adopted by City Council on June 28, 2022.

Other Descriptive Information:  
43-unit development in one four-story building with two elevators. The development is located in the Highland Park neighborhood in Richmond near the Six Points intersection. It is located within close proximity to Hotchkiss Park, community centers, churches of various denominations, and on the GRTC busline.

**LOCAL CERTIFICATION:**

Check one of the following as appropriate:

- The zoning for the proposed development described above is proper for the proposed residential development. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.
- The development described above is an approved non-conforming use. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.



\_\_\_\_\_  
Signature

Christopher Nelson  
\_\_\_\_\_  
Printed Name

Project Manager  
\_\_\_\_\_  
Title of Local Official or Civil Engineer

804-200-6475  
\_\_\_\_\_  
Phone:

3/4/2024  
\_\_\_\_\_  
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

### EXHIBIT “A”

All that certain tract, piece or parcel of land situate in the City of Richmond and Commonwealth of Virginia, to-wit:

From a rod marking the southwest of Second Avenue and East Brookland Park Boulevard run north 82° 19' 01” west along the southerly line of East Brookland Park Boulevard for 350.40' to a rod marking the point of beginning.

From said point of beginning, continue north 82° 19' 01” west along the southerly line of East Brookland Park Boulevard for 132.10' to a rod marking the southeast corner East Brookland Park Boulevard and Woodcliff Avenue for 202.97' to a rod on the northerly line of an alley 14.91' wide; thence run south 75° 30' 35” east along the northerly line of said alley for 119.98' to a rod; thence run north 15° 17' 36” east for 210.49' to the point of beginning containing 0.61 acres.

Being the same real estate conveyed to Melford L. Pinchback by deed from Raymond L. Williams dated July 31, 1995, and filed for record on August 1, 1995, as instrument No. 950013844, in the clerk's office of the circuit court of the City of Richmond, Virginia.

The said Melford L. Pinchback, also known as Melford Lee Pinchback, died intestate on or about March 26, 2018, leaving as his sole heir at law his wife, Barbara Pinchback, as evidenced by that certain real estate affidavit dated and filed for record on August 10, 2018, as instrument No. 180000657, in the aforesaid clerk's office.

# **Tab H:**

Attorney's Opinion (MANDATORY)



101 Arch Street Suite 1101 Boston, MA 02110 T 617.224.0600 F 617.224.0601	1325 G Street, NW Suite 770 Washington, DC 20005 T 202.842.9006 F 202.842.3936
---	--

**Date** March 14, 2024

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

**RE:** 2024 9% Tax Credit Reservation Request  
Name of Development 1203 East Brookland Park Blvd.  
Name of Owner 1203 E Brookland 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 March 14, 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:

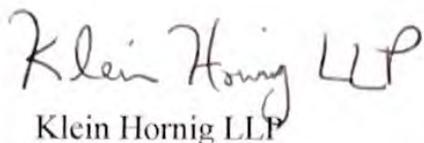
1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. Assuming that you designate 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. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents 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.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

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

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

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("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.**



Klein Hornig LLP

By Jessica Glynn Worthington

Its Partner

Title

Klein Hornig LLP

COUNSELORS AT LAW

101 Arch Street  
Suite 1101  
Boston, MA 02110  
T 617.224.0600  
F 617.224.0601

1325 G Street, NW  
Suite 770  
Washington, DC 20004  
T 202.842.9006  
F 202.842.3936

**Attorney's Opinion Letter**

**(This Form Must Be Included With Application)**

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

**Date** \_\_\_\_\_ **(Must be on or after the application date below)** March 14, 2024

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

**RE:** 2024 9% Tax Credit Reservation Request ~~(competitive 70% present value credits)~~  
Name of Development

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of Owner

\_\_\_\_\_  
\_\_\_\_\_ 1203 East Brookland Park  
Blvd. Name of Owner 1203 E Brookland 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 \_\_\_\_\_ March 14, 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 Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

~~2. [Select One]~~

~~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~~

2. 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. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.

~~4. [Select One]~~

~~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~~

4. 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.

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

6. ~~[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.

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

~~8. [Delete if inapplicable] It is more likely than not that the representations made under 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.~~

~~9. [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 compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the

applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

Firm Name \_\_\_\_\_

By \_\_\_\_\_ Its

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

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Document comparison by Workshare Compare on Wednesday, March 13, 2024  
4:33:05 PM

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Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	9
Deletions	26
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	35
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# 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)

**Attachments for Nonprofit Questionnaire for 1203 East Brookland Park Blvd.**

- 1. Additional Sheet for Nonprofit Questionnaire**
- 2. Operating Agreement**
- 3. Right of First Refusal**
- 4. List of Properties with LIHTC**
- 5. IRS Letter**
- 6. Articles of Incorporation**
- 7. Bylaws**
- 8. 2020 990 – Enterprise Community Development, Inc.**
- 9. 2021 990 – Enterprise Community Development, Inc.**
- 10. 2022 990 - Enterprise Community Development, Inc.**
- 11. 2022 Audited Financial Statements**
- 12. List of 2024 Board of Directors**
- 13. Organizational Chart**
- 14. Staff Resumes**
- 15. Joint Ventures Between ECD Predecessor Organizations and For-Profit Companies**

### Nonprofit Questionnaire

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

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

#### 1. General Information

- a. Name of development \_\_\_\_\_
- b. Name of owner/applicant \_\_\_\_\_
- c. Name of nonprofit entity \_\_\_\_\_
- d. Address of principal place of business of nonprofit entity  
\_\_\_\_\_  
\_\_\_\_\_

Indicate funding sources and amount used to pay for office space

\_\_\_\_\_  
\_\_\_\_\_

- e. Tax exempt status     501(c)(3)     501(c)(4)     501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) \_\_\_\_\_  
Evidenced by the following documentation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) \_\_\_\_\_
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- i. Expected life (in years) of nonprofit \_\_\_\_\_

## Appendices continued

j. Explain the anticipated future activities of the nonprofit over the next five years:

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k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? \_\_\_\_\_

How many part time, paid staff members? \_\_\_\_\_

Describe the duties of all staff members:

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l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?

YES    NO   If yes, explain in detail: \_\_\_\_\_

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m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?

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n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.

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o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses \_\_\_\_\_

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## Appendices continued

### 2. Nonprofit Formation

a. Explain in detail the genesis of the formation of the nonprofit: \_\_\_\_\_

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

YES    NO   If yes, explain in detail: \_\_\_\_\_

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

YES    NO   If yes, explain in detail: \_\_\_\_\_

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

YES    NO   If yes, explain in detail: \_\_\_\_\_

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

YES    NO   If yes, explain in detail: \_\_\_\_\_

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

YES    NO

## Appendices continued

g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

h. If you included in your answer to the previous question information concerning any related nonprofit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3. Nonprofit Involvement

a. Is the nonprofit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in §42(i)(1) of the Code)?

YES     NO

(i) Will the nonprofit own at least 10% of the general partnership/owning entity?

YES     NO

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

YES     NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

## Appendices continued

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

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

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

If no at the end of the compliance period explain how the disposition of the assets will be structured:

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

YES  NO If yes,

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

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

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(iii) Will the nonprofit invest in its overall interaction with the development more than 500 hours annually to this venture?  YES  NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :

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## Appendices continued

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

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

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g. If this is a joint venture, (i.e. the nonprofit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

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h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?  YES  NO If yes, (i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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

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## Appendices continued

i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services?  YES  NO If yes, explain the amount and source of the funds for such payments.

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j. Will any portion of the developer's fee which the nonprofit expects to collect from its participation in the development be used to pay any consultant fee or any other fee to a third party entity or joint venture partner?  YES  NO If yes, explain in detail the amount and timing of such payments.

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

YES  NO If yes, explain:

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

YES  NO If yes, explain:

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## Appendices continued

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

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

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#### 4. Virginia and Community Activity

a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?  
 YES  NO

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

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c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?  YES  NO  
If yes, or no, explain nature, extent and duration of any service:

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## Appendices continued

d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing?  YES  NO If yes, explain

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e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?

YES  NO

f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?

YES  NO If yes, explain:

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g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input?  YES  NO

If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

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h. Are at least 33% of the members of the board of directors representatives of the community being served?  YES  NO If yes,

(i) Low-income residents of the community?  YES  NO

(ii) Elected representatives of low-income neighborhood organizations?  YES  NO

i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?

YES  NO

## Appendices continued

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

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

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

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

YES  NO If yes, explain:

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n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?  YES  NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

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## Appendices continued

o. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?  YES  NO

If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

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

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

YES  NO If yes, explain:

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

YES  NO If yes, explain the need identified:

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

YES  NO If yes, explain the plan:

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# Appendices continued

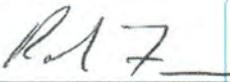
## 5. Attachments

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

The undersigned Owner and nonprofit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for nonprofit participation contained in the Plan or Section 42 of the Internal Revenue Code.

Date February 13, 2024

Owner/Applicant 1203 E Brookland LLC

By 

Its Senior Vice President, Real Estate Development  
Title

Date February 13, 2024

Enterprise Community Development, Inc.  
Nonprofit

By   
Board Chairman

By   
Executive Director Interim President

## **Attachment 1: Nonprofit Questionnaire: Additional Sheet**

### **2.a. Nonprofit Formation - Explain in detail the genesis of the formation of the nonprofit:**

Enterprise Community Development, Inc. (ECD), a nonstock, nonprofit corporation, was incorporated in the State of Maryland in 1994. ECD develops and supports financially sound, socially responsible affordable housing for low-income individuals, families, and communities through acquisition, development and ownership, property management, and works in partnership with residents of housing developments to establish programs that strengthen their communities and increase opportunities for individual growth. Our Properties are located in the Mid-Atlantic region, including Virginia, Washington, D.C., Maryland, and Pennsylvania.

### **2.g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.)**

ECD is a subsidiary of Enterprise Community Partners, Inc. (Enterprise) a 40-year-old national nonprofit organization that works to make home and community places of pride, power and belonging, and platforms for resilience and upward mobility for all. Enterprise is organized around three central goals: to increase housing supply, advance racial equity and build resilience and upward mobility. To achieve these goals, we operate across three divisions – Solutions, Capital and Community Development – that unify and leverage a family of purpose- built affiliates to execute our work.

Enterprise is a 501(c)(3) organization with programmatic, policy, advisory and capacity-building arms at the national, state, and local level, working in more than 700 communities and in collaboration with thousands of partners in the nonprofit, public and for-profit sectors.

Enterprise is the sole member of Enterprise Community Investment, Inc. a 501(c)(4) nonprofit that invests and asset manages a range of tax credits and equity. Enterprise Community Investment, Inc. is sole member of Enterprise Community Loan Fund, one of the country's largest publicly rated Community Development Financial Institutions.

Enterprise Community Investment, Inc. is the sole member of ECD.

### **2H. If you included in your answer to the previous question information concerning any related nonprofit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non- profit.**

Enterprise Community Partners, Inc. – Formed as the Robin Hood Foundation, Inc. May 27, 1981. Exemption pursuant to section 501(c)(3) of the Internal Revenue Code was granted on June 24, 1981. The expected life of the corporation is in perpetuity. The charitable purposes as set forth in its Articles of Incorporation include: (1) To provide charitable relief to the poor, elderly and handicapped through adequate housing and the improvement of their general standard of living and quality of life. (2) To initiate or participate in the rehabilitation of housing in deteriorated urban neighborhoods, the restoration of historically significant downtown areas and other civic improvements. and (3) To perform other activities permitted corporations under

the General Laws of the State of Maryland, to the extent such activities are permitted by organizations which are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law). Enterprise Community Partners, Inc. is sole member of Enterprise Community Investment, Inc.

Enterprise Community Investment, Inc. – Formed as The Enterprise Development Company February 3, 1981. Exemption pursuant to Section 501(c)(4) of the Internal Revenue Code granted June 6, 2012. The expected life of the corporation is in perpetuity. The tax-exempt corporate purposes include: The Corporation is organized and shall be operated exclusively for social welfare purposes, including the relief of the poor and distressed or of neighborhood tensions, eliminating prejudice and discrimination, or combating community deterioration; and the lessening of the burdens of government. In furtherance of such purposes. the Corporation shall conduct activities to help organizations and communities build and preserve low-income housing and develop revitalization projects that will provide jobs, opportunities and other benefits to distressed communities and the low-income residents thereof. Such activities may include. but not be limited to providing financing and make investments to support: the acquisition, rehabilitation, construction, ownership and preservation of low-income and affordable housing properties including properties that qualify for the low- income housing tax credit under Section 1-2 of the Code; and the development of community development and revitalization projects including, without limitation, such projects that qualify for the new markets tax credit under Section 501(c)(4) of the Code.

The Corporation may engage in any and all lawful activities which may be necessary or desirable in connection with the incidental to the foregoing purposes, including any lawful act or activity for which corporations may be organized under the laws of the State of Maryland.

**Operating Agreement  
of  
1203 E Brookland LLC**

This Operating Agreement (this “**Agreement**”) of 1203 E Brookland LLC (the “**Company**”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Virginia Code (the “**Act**”), effective as of February 18, 2022, is entered into by Enterprise Community Development, Inc., a Maryland nonstock corporation as the sole member of the Company (“**Member**”)

1. **Purpose and Powers.** The purpose of the Company is to (i) serve as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 1203 E. Brookland Park Blvd., Richmond, Virginia, and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing, and (ii) engage in any other lawful activity for which a limited liability company may be organized under the Act..
2. **Separateness.** The Company will conduct its business and operations in its own name and will maintain books and records and bank accounts separate from those of any other person or entity.
3. **Management.** The Company will be member-managed. The Member will exercise full and exclusive control over the affairs of the Company. The Member may appoint officers and agents for the Company and give them such titles and powers as the Member may choose. Any action taken by the Member in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Member, will be an action of the Company.
4. **Allocations of Profit and Loss.** All profits and losses of the Company (and items of income, deduction, gain, or loss) will be allocated 100% to the Member.
5. **Distributions.** All distributions with respect to a membership interest in the Company will be made 100% to the Member.
6. **Capital Contribution.** The capital contribution of the Member to the Company is \$100.
7. **Dissolution.** The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company’s property and the Company’s receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Member to dissolve.
8. **Fiscal Year.** The fiscal year of the Company will be the calendar year.
9. **No Liability of Member and Others.** The Member and its agents and any officers and agents of the Company will not be liable for the Company’s liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Member or any officer.
10. **Indemnification.** The Company will indemnify and defend the Member and its agents and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company’s business to the fullest extent provided or allowed by law.

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

*[signature page follows]*

[signature page to Operating Agreement of 1203 E Brookland LLC]

**ENTERPRISE COMMUNITY DEVELOPMENT, INC.**

By: RF\_\_\_\_\_

Name: Robert Fossi

Title: SVP, Real Estate Development

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO  
Klein Hornig LLP  
1325 G Street NW, Suite 770  
Washington, DC 20005  
Attn: Jessica Worthington

**RIGHT OF FIRST REFUSAL AGREEMENT**  
**(1203 East Brookland Park Blvd.)**

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of March 9, 2023 by and among **1203 E BROOKLAND LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **Enterprise Community Development, Inc.**, a Maryland non-stock nonprofit corporation (the “Grantee”), and is consented to by **1203 E BROOKLAND MM LLC**, a Virginia limited liability company (the “Managing Member”), [INVESTOR ENTITY], a [ ] limited liability company (the “Investor Member”) and [ ] **SPECIAL LIMITED PARTNER, L.L.C.**, a [ ] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of a 43-unit apartment project for families commonly known and located at 1203 East Brookland Park Blvd., Richmond, Virginia (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is the sole member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

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

Section 1.     Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by Virginia Housing (or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
- (i) the payment of all cash or immediately available funds at Closing, or
  - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any

Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in Richmond, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**” latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner’s attorney’s fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the

property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

#### Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

#### Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

#### Section 9. Option to Purchase

- A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).
- B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

#### Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
  - (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
  - (iii) If to the Grantee, 8403 Colesville Rd., Suite 1150, Silver Spring MD 20910;
- and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

**OWNER:**

**1203 E BROOKLAND LLC**

a Virginia limited liability company

By: 1203 E Brookland MM LLC  
a Virginia limited liability company,  
its managing member

By: Enterprise Community Development, Inc.  
a Maryland nonstock corporation,  
its sole member

By: [Signature]  
Name: Robert Fossi  
Title: SVP, Real Estate Development

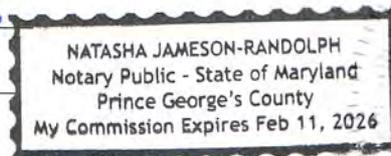
STATE OF MARYLAND )  
 ) to-wit:  
CITY/COUNTY OF PRINCE GEORGES )

On 9 MARCH, 2023 before me, the undersigned, a notary public in and for said state, personally appeared Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, the sole member of 1203 E Brookland MM LLC, a Virginia limited liability company, which is the managing member of 1203 E Brookland LLC, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: [Signature]

Commission expires: 11 FEBRUARY 2026

Registration No.: -



**GRANTEE:**

**ENTERPRISE COMMUNITY DEVELOPMENT, INC.**

a Maryland nonstock corporation

By: [Signature]  
Name: Robert Fossi  
Title: SVP, Real Estate Development

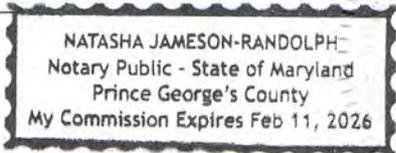
STATE OF MARYLAND )  
 ) to-wit:  
CITY/COUNTY OF PRINCE GEORGES )

On 9 MARCH, 2023 before me, the undersigned, a notary public in and for said state, personally appeared Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: [Signature]

Commission expires: 11 FEB 2026

Registration No.: -



The undersigned hereby consents to the foregoing right of first refusal agreement as of the date first set forth hereinabove.

**MANAGING MEMBER:**

**1203 E BROOKLAND MM LLC**  
a Virginia limited liability company

By: Enterprise Community Development, Inc.  
a Maryland nonstock corporation,  
its sole member

By: [Signature]  
Name: Robert Fossi  
Title: SVP, Real Estate Development

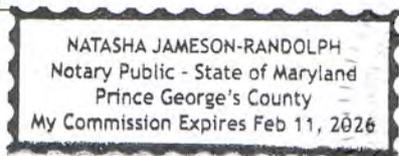
STATE OF MARYLAND )  
 ) to-wit:  
CITY/COUNTY OF PRINCE GEORGES )

On 9 MARCH, 2023 before me, the undersigned, a notary public in and for said state, personally appeared Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, the sole member of 1203 E Brookland MM LLC, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: [Signature]

Commission expires: 11 FEBRUARY 2026

Registration No.: -



The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**INVESTOR MEMBER:**

[INVESTOR ENTITY], a [\_\_\_\_\_] [\_\_\_\_\_] limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

**SPECIAL MEMBER:**

[\_\_\_\_\_] [\_\_\_\_\_] **SPECIAL LIMITED PARTNER, L.L.C.**, a [\_\_\_\_\_] [\_\_\_\_\_] limited liability company

By:[\_\_\_\_\_] , LLC, a [\_\_\_\_\_] [\_\_\_\_\_] limited liability company, its manager

By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
CITY/COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ , before me, the undersigned, a notary public in and for said state, personally appeared [\_\_\_\_\_] , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [\_\_\_\_\_] , the manager of [Investor Entity], a [\_\_\_\_\_] limited liability company, and [\_\_\_\_\_] **Special Limited Partner, L.L.C.**, a [\_\_\_\_\_] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

**EXHIBIT A**

LEGAL DESCRIPTION

ALL that certain tract, piece or parcel of land situate in the City of Richmond and Commonwealth of Virginia, to-wit:

FROM a rod marking the southwest of Second Avenue and East Brookland Park Boulevard run North 82 19 01 west along the southerly line of East Brookland Park Boulevard for 350.40 to a rod marking the Point of Beginning.

FROM said Point of Beginning, continue North 82 19 01 West along the southerly line of East Brookland Park Boulevard for 132.10 to a rod marking the southeast corner East Brookland Park Boulevard and Woodcliff Avenue for 202.97 to a rod on the northerly line of an alley 14.91 wide; thence run South 75 30 35 East along the northerly line of said alley for 119.98 to a rod; thence run North 15 17 34 East for 210.49 to the Point of Beginning. Containing 0.61 acres.

BEING the same real estate conveyed to Melford L. Pinchback, by deed from Raymond L. Williams, dated July 31, 1995, recorded August 1, 1995, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, in Deed Book 448, page 855.

THE SAID Melford L. Pinchback, also known as Melford Lee Pinchback, died intestate on or about March 26, 2018, leaving as his sole heir at law his wife, Barbara Pinchback, as evidenced by that certain Real Estate Affidavit dated and filed for record on August 10, 2018, as Instrument No. 18000657, in the aforesaid Clerk's Office.

RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL  
TO: [Klein Hornig LLP 1325 G  
Street NW, Suite 770 Washington,  
DC 20005 Attn: Jessica  
Worthington](#)

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## RIGHT OF FIRST REFUSAL AGREEMENT

~~([Project name] Apartments~~[\(1203 East  
Brookland Park Blvd.\)](#)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of ~~[Closing Date]~~[March 9, 2023](#) by and among ~~[OWNER ENTITY]~~[1203 E BROOKLAND LLC](#), a Virginia limited liability company (the “Owner” or the “Company”),  
~~[\_\_\_\_\_]~~[Enterprise Community Development, Inc.](#), a ~~Virginia~~[Maryland](#) non-stock nonprofit corporation (the “Grantee”), and is consented to by ~~[MANAGING MEMBER ENTITY]~~[1203 E BROOKLAND MM LLC](#), a Virginia limited liability company (the “Managing Member”), ~~[INVESTOR ENTITY]~~, a [ \_\_\_\_\_ ] limited liability company (the “Investor Member”) and [ \_\_\_\_\_ ] **SPECIAL LIMITED PARTNER, L.L.C.**, a [ \_ \_\_\_\_\_ ] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

### Recitals

- A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of ~~an [ ]~~[a 43](#)-unit apartment project for families [commonly known and](#) located in ~~[\_\_\_\_\_]~~, ~~Virginia and commonly known as “[Project name] Apartments”~~[at 1203 East Brookland Park Blvd., Richmond, Virginia](#) (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is ~~a~~[the sole](#) member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by Virginia Housing ~~Development Authority ("Virginia Housing")~~ (or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); *provided, however,* that such Refusal Right shall be conditioned upon the receipt by the Company of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a "Terminating Event"), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the "Purchase Price") shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the "minimum purchase price" as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
- (i) the payment of all cash or immediately available funds at Closing, or
  - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent

shall be secured at the sole cost and expense of Grantee; provided, however, that any

Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

#### Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

~~C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.~~

#### Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in ~~the [ ]~~ Richmond, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "**AS IS, WHERE IS**" and "**WITH ALL FAULTS AND DEFECTS**," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” and/or “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

#### Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received ~~(i)~~ (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, ~~[redacted]~~, ~~\_\_\_\_\_~~ 8403 Colesville Rd., Suite 1150, Silver Spring MD 20910; and

#### Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

#### Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

#### Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

#### Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the

foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law

or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

**OWNER:**

1203 E BROOKLAND LLC

~~[OWNER ENTITY]~~, a [Virginia] limited liability company

By: ~~[Managing Member Entity]~~, 1203 E Brookland MM LLC  
a [Virginia] limited liability company,  
its managing member

By: Enterprise Community Development, Inc.  
a Maryland nonstock corporation,

By: \_\_\_\_\_  
its sole member

By:   
Name: Robert Fossi

Title: SVP, Real Estate Development

~~COMMONWEALTH OF VIRGINIA CITY/~~STATE OF

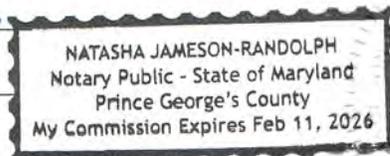
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On 4<sup>th</sup> My, 2026, before me, the undersigned, a notary public in and for said state, personally appeared ~~[\_\_\_\_\_]~~ Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~she~~he executed the same in ~~her~~his capacity as ~~[\_\_\_\_\_]~~ SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, the ~~managing~~sole member of ~~the [Managing Member Entity]~~ 1203 E Brookland MM LLC, a Virginia limited liability company, which is the managing member of ~~[Owner Entity]~~ 1203 E Brookland LLC, a Virginia limited liability company, and that by ~~her~~his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public:   
Date: 11 FEBRUARY 2026



KH 1119662.2

KH 862716.10

Commission

~~Expires~~expires:

Registration No.:

~~Right of First Refusal Agreement [Project name] Apartments Signature Page 1 of 4~~

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Right of First Refusal Agreement  
1203 E BROOKLAND Apartments  
Signature Page 2 of 4

KH 862716.10



The undersigned hereby consents to the foregoing ~~Right~~ right of ~~First Refusal Agreement~~ first refusal agreement as of the date first set forth hereinabove.

MANAGING MEMBER:

1203 E BROOKLAND MM LLC

~~[MANAGING MEMBER ENTITY]~~, a Virginia limited liability company

By: Enterprise Community Development, Inc.  
a Maryland nonstock corporation,  
its sole member

By:



~~COMMONWEALTH OF VIRGINIA~~

~~CITY~~

Name: Robert Fossi  
Title: SVP, Real Estate Development

STATE OF

MARYLAND

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CITY/COUNTY OF

PRINCE GEORGE

)

On —, 20 NR, 20a before me, the undersigned, a notary public in and for said state, personally appeared ~~[\_\_\_\_\_]~~ Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~[she]~~ he executed the same in ~~her~~ his capacity as ~~[\_\_\_\_\_]~~ SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, the sole member of ~~[Managing Member Entity]~~ 1203 E Brookland MM LLC, a Virginia limited liability company, and that by ~~her~~ his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, ~~executed~~ the lic: e instrument.

Notary Public expires: 11 FEBRUARY 2026

Commission ~~Expires~~ expires: IBVfCA

Registration No.:



NATASH

Prince George's County  
Department of Public Works  
1203 E Brookland Apartments  
Signature Page 5 of 4

Prince George's County  
Department of Public Works  
1203 E Brookland Apartments  
Signature Page 5 of 4

Prince George's County

by Commission Expires Feb 11, 2026

Right of First Refusal Agreement  
1203 E BROOKLAND Apartments  
Signature Page 5 of 4

KH 862716.10



Right of First Refusal Agreement

~~{Project name}~~ 1203 E

BROOKLAND Apartments

Signature Page 4 of 4

**EXHIBIT A**

LEGAL DESCRIPTION

~~{insert legal}~~

ALL that certain tract, piece or parcel of land situate in the City of Richmond and Commonwealth of Virginia, to-wit:

FROM a rod marking the southwest of Second Avenue and East Brookland Park Boulevard run North 82 19 01 west along the southerly line of East Brookland Park Boulevard for 350.40 to a rod marking the Point of Beginning.

FROM said Point of Beginning, continue North 82 19 01 West along the southerly line of East Brookland Park Boulevard for 132.10 to a rod marking the southeast corner East Brookland Park Boulevard and Woodcliff Avenue for 202.97 to a rod on the northerly line of an alley 14.91 wide; thence run South 75 30 35 East along the northerly line of said alley for 119.98 to a rod; thence run North 15 17 34 East for 210.49 to the Point of Beginning. Containing 0.61 acres.

BEING the same real estate conveyed to Melford L. Pinchback, by deed from Raymond L. Williams, dated July 31, 1995, recorded August 1, 1995, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, in Deed Book 448, page 855.

THE SAID Melford L. Pinchback, also known as Melford Lee Pinchback, died intestate on or about March 26, 2018, leaving as his sole heir at law his wife, Barbara Pinchback, as evidenced by that certain Real Estate Affidavit dated and filed for record on August 10, 2018, as Instrument No. 18000657, in the aforesaid Clerk's Office.

Document comparison by Workshare Compare on Tuesday, March 12, 2024  
2:11:22 PM

Input:	
Document 1 ID	file://C:\Users\dmcdaniel\OneDrive - Klein Hornig LLP\Desktop\2024 VH Form Tab V-1 Right of First Refusal Agreement _do not edit_ save to new doc first_(1119662.2).docx
Description	2024 VH Form Tab V-1 Right of First Refusal Agreement _do not edit_ save to new doc first_(1119662.2)
Document 2 ID	file://C:\Users\dmcdaniel\OneDrive - Klein Hornig LLP\Desktop\1203EB Equity Right of First Refusal Agreement(862716.11).pdf
Description	1203EB Equity Right of First Refusal Agreement(862716.11)
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Legend:	
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Insertions	153
Deletions	71
Moved from	0

Moved to	0
Style changes	0
Format changes	0
Total changes	224

1203 East Brookland Park Blvd.  
Nonprofit Questionnaire - #4

ECD Development Name	Total Units	Development Status	Type	Street Address Line	State	Zip Code	County	LIHTC Award Status	Application Year- LIHTC	Ownership Type
1330 7th St	136	Operating	Family	1330 7th St NW	DC	20001	Washington, DC	Awarded	2002	General Partner
Admiral Oaks	159	Operating	Family	454 Captains Circle	MD	21401	Anne Arundel	Awarded	2009	General Partner
Arbor View	156	Operating	Family	1212 Southern Ave. SE	DC	20032	Washington, DC	N/A	N/A	General Partner
Ashland Commons	78	Operating	Family	1715 E Eager Street	MD	21205	Baltimore City	Awarded	2006	General Partner
Baker School	50	Operating	Senior	100 West Baker St	VA	23220	Richmond	Awarded	2016	GP & LP
Benet House	101	Operating	Senior	400 Millington Ave	MD	21223	Baltimore City	Awarded	2013	Non-Managing GP
Bladensburg Commons	100	Operating	Family, Market	4200 58th Ave	MD	20710	Prince Georges	Awarded	2015	General Partner
Cambridge Commons	96	Operating	Family	1220 Chestnut Place	MD	21613	Dorchester	Awarded	2008	General Partner
Cedar Heights	134	Operating	Family	1508 Butler St SE	DC	20020	Washington, DC	Awarded	2005	General Partner
Central Gardens II	106	Operating	Family	6804 Central Ave	MD	20743	Prince Georges	Awarded	N/A	General Partner
Cherrydale Apartments	186	Operating	Family, Market	1118 Cherry Hill Road	MD	21225	Baltimore County	Awarded	2007	Managing Member
Chestertown Landing	72	Operating	Family	100 Schooner Way	MD	21620	Kent	Awarded	1998	Non-managing GP & LP
College Parkway Place	170	Operating	Family	570 Bellero Drive #109	MD	21409	Anne Arundel	Awarded	2003	GP & LP
Cove Point I	100	Operating	Senior	7795 Peninsula Expressw	MD	21222	Baltimore County	Awarded	2004	General Partner
Cove Point II	48	Operating	Senior	7801 Peninsula Expresswa	MD	21222	Baltimore County	Awarded	2005	General Partner
Dove Landing - Dove Landing LLC	318	Operating	Family, Market	5301 Justin Ct	VA	23462	Virginia Beach	N/A	N/A	General Partner
Edgewood Commons I (601)	292	Operating	Family	601 Edgewood Street NE	DC	20017	Washington, DC	Awarded	2015	General Partner
Edgewood Commons II (Gardens)	42	Operating	Family	401 Edgewood St NE	DC	20017	Washington, DC	Awarded	1999	General Partner
Edgewood Commons IV (611)	258	Operating	Family	611 Edgewood ST NE	DC	20017	Washington, DC	Awarded	2002	General Partner
Edgewood III Seniors LP	127	Operating	Senior	635 Edgewood St NE	DC	20017	Washington, DC	Awarded	2002	General Partner
Edgewood III Seniors PC	73	Operating	Senior	635 Edgewood St NE	DC	20017	Washington, DC	Awarded	2002	GP & LP
Ednor Apartments I	110	Operating	Senior	1040 E. 33rd Street	MD	21218	Baltimore City	Awarded	2003	General Partner
Ednor Apartments II	85	Operating	Senior, Market	1050 E 33rd Street	MD	21218	Baltimore City	Awarded	2007	General Partner
Essex House	135	Operating	Family	7777 Maple Ave	MD	20912	Montgomery	Awarded	2013	General Partner
Evergreen Senior Apartments	81	Operating	Senior	1600 Evergreen Way	MD	21221	Baltimore County	Awarded	2008	General Partner
Fall River Terrace	56	Operating	Family	5500-5600 Harpers Farm R	MD	21044	Howard	Awarded	N/A	Managing Member & Member
Fort Stevens	59	Operating	Family	1339 Fort Stevens Dr. NW	DC	20011	Washington, DC	Awarded	2017	General Partner
Greens at English Consul	90	Operating	Senior	4120 Oak Road	MD	21227	Baltimore County	Awarded	2012	General Partner
Greens at Hammonds Lane	90	Operating	Senior	602 Hammonds Lane	MD	21225	Anne Arundel	Awarded	2009	General Partner
Greens at Irvington Mews	100	Operating	Senior	4300 Frederick Avenue	MD	21229	Baltimore City	Awarded	2011	General Partner
Greens at Liberty Road	105	Operating	Senior	9707 Liberty Road	MD	21133	Baltimore County	Awarded	2009	General Partner
Greens at Logan Field	102	Operating	Senior	3455 Dundalk Avenue	MD	21222	Baltimore County	Awarded	2012	General Partner
Greens at Rolling Road	83	Operating	Senior	1505 N. Rolling Road	MD	21228	Baltimore County	Awarded	2007	General Partner
Harper House	100	Operating	Family	5495 Cedar Lane	MD	21044	Howard	Awarded	2009	General Partner
Heritage Crossing II	75	Operating	Family	500 Freemont Ave	MD	21201	Baltimore City	Awarded	2017	General Partner
Hickory Ridge	108	Operating	Family	10799 Hickory Ridge Rd	MD	21044	Howard	Awarded	2018	General Partner
Highland Commons	120	Operating	Family	51 Lincoln Ave	MD	21001	Harford	Awarded	2006	General Partner
Highland Park Senior Apts	77	Operating	Senior	1221 E. Brookland Park Blv	VA	23222	Richmond	Awarded	2015	General Partner
Hollins House	130	Operating	Senior/ Disabled	1010 W. Baltimore St.	MD	21223	Baltimore City	Awarded	2015	General Partner
Hollins Station	48	Operating	Family	4374 Hollins Ferry Rd	MD	21227	Baltimore County	Awarded	2014	General Partner
Howard Hill	44	Operating	Family	1341 Howard Rd. SE	DC	20020	Washington, DC	Awarded	2004	General Partner
Island Walk	102	Operating	Family	1701 Torrey Pines Court	VA	20190	Fairfax	Awarded	2004	General Partner
Jackson Ward Multi-Family	82	Operating	Family	701 North 1st Street	VA	23219	Richmond	Awarded	2019	General Partner
Jackson Ward Seniors	72	Operating	Senior	744 North 2nd Street	VA	23219	Richmond	Awarded	2018	General Partner
Lake Anne House	240	Operating	Senior	11444 North Shore Drive	VA	20190	Reston/Fairfax	Awarded	2017	GP & LP
Mayfair Mansions	410	Operating	Family	3744 Hayes St NE	DC	20019	Washington, DC	Awarded	2007	General Partner
Meadowbrook Run	259	Operating	Family	3500 - 3522 6th Street SE	DC	20032	Washington, DC	Awarded	2001	General Partner
Metro Heights at Mondawmin	70	Operating	Family	2700 Reisterstown Rd	MD	21215	Baltimore City	Awarded	2016	General Partner
Mulberry at Park	68	Operating	Family	211 West Mulberry St	MD	21201	Baltimore City	Awarded	2015	General Partner
Naples Manor	64	Operating	Family	67 Carona Court	MD	20905	Montgomery	N/A	N/A	GP & LP
Overlook at Oxon Run	316	Operating	Family, Senior	3700 9th St SE	DC	20032	Washington, DC	Awarded	2008	General Partner
Oxford Manor	226	Operating	Family	2611-2617 Bowen Road SE	DC	20020	Washington, DC	Awarded	2004	General Partner
Park Heights Place Senior Apts	84	Operating	Senior	5430 Park Heights Ave	MD	21215	Baltimore City	Awarded	1997	GP & LP
Park Montgomery	141	Operating	Family	8860 Piney Branch Rd	MD	20903	Montgomery	Awarded	1999	General Partner
Park View at Ashland Terrace	74	Operating	Senior	1705 E Eager St	MD	21205	Baltimore City	Awarded	2006	General Partner
Park View at Bel Air	101	Operating	Senior	555 South Atwood Rd	MD	21014	Harford	Awarded	1999	GP & LP
Park View at Bethlehem	115	Operating	Senior	1241 Club Ave	PA	18018	Lehigh	Awarded	2000	GP & LP
Park View at Bladensburg	102	Operating	Senior	4202 58th Ave	MD	20710	Prince Georges	Awarded	2011	General Partner
Park View at Box Hill	100	Operating	Senior	20 Box Hill South Parkway	MD	21009	Harford	Awarded	1998	GP & LP
Park View at Catonsville	101	Operating	Senior	303 Maiden Choice	MD	21228	Baltimore County	Awarded	2006	General Partner
Park View at Cheltenham	75	Operating	Senior, Market	1990 Ashbourne Rd	PA	19027	Montgomery, PA	Awarded	2004	General Partner
Park View at Coldspring	99	Operating	Senior	4803 Tamarind Rd	MD	21209	Baltimore City	Awarded	2019	General Partner
Park View at Colonial Landing	100	Operating	Senior	6391 Rowanberry Drive	MD	21075	Howard	Awarded	2011	General Partner
Park View at Columbia	104	Operating	Senior	7070 Cradlerock Way	MD	21045	Howard	Awarded	2009	General Partner
Park View at Easton	80	Operating	Senior	640 Mecklenburg Ave	MD	21601	Talbot	Awarded	1997	GP & LP
Park View at Ellicott City	81	Operating	Senior	8720 Ridge Road	MD	21043	Howard	Awarded	2014	General Partner
Park View at Ellicott City II	91	Operating	Senior	8700 Ridge Road	MD	21043	Howard	Awarded	2003	GP & LP
Park View at Emerson	80	Operating	Senior	9895 Palace Hall Drive	MD	20723	Howard	Awarded	2007	General Partner
Park View at Fullerton	90	Operating	Senior	4300 Cardwell Ave	MD	21236	Baltimore County	Awarded	2010	General Partner
Park View at Furnace Branch	101	Operating	Senior	7466 Furnace Branch Road	MD	21060	Anne Arundel	Awarded	2002	GP & LP
Park View at Laurel	153	Operating	Senior	9000 Briarcroft Lane	MD	20708	Prince Georges	Awarded	2009	General Partner
Park View at Laurel II	105	Operating	Senior	9010 Briarcroft Lane	MD	20708	Prince Georges	Awarded	2012	General Partner
Park View at Manchester Heights	64	Operating	Senior	1900 Barley Rd	PA	17408	York	Awarded	1997	GP & LP
Park View at Miramar Landing	100	Operating	Senior	705 Compass Rd	MD	21220	Baltimore County	Awarded	2005	General Partner
Park View at Naaman's Creek	80	Operating	Senior	8508 Conshester Highway	PA	19061	Delaware	Awarded	1996	GP & LP
Park View at Oak Crest	100	Operating	Senior	560 Oak Drive	PA	19438	Montgomery, PA	Awarded	1999	GP & LP
Park View at Randallstown	103	Operating	Senior	3530 Resource Drive	MD	21133	Baltimore County	Awarded	2010	General Partner
Park View at Rosedale	109	Operating	Senior	1315 Chesaco Ave	MD	21237	Baltimore County	Awarded	2010	General Partner
Park View at Severna Park	103	Operating	Senior	180 Ritchie Highway	MD	21146	Anne Arundel	Awarded	2009	General Partner
Park View at Snowden River	100	Operating	Senior	8610 Snowden River Parkv	MD	21045	Howard	Awarded	2003	General Partner
Park View at South Pantops	90	Operating	Senior	210 South Pantops Drive	VA	22911	Albemarle	Awarded	2005	General Partner
Park View at Taylor 2	100	Operating	Senior	4102 Taylor Ave	MD	21236	Baltimore County	Awarded	2018	General Partner
Park View at Towson	112	Operating	Senior	20 Dunvale Road	MD	21204	Baltimore County	Awarded	2006	General Partner
Park View at Tyler Run	80	Operating	Senior	2105 Knob Hill Rd	PA	17403	York	Awarded	1995	GP & LP
Park View at Woodlawn 2	101	Operating	Senior	2020 Featherbed Lane	MD	21207	Baltimore County	Awarded	2018	General Partner
Parkside Terrace	87	Operating	Family	506 Easley Street	MD	20910	Montgomery	N/A	N/A	Own outright/non LIHTC
Randle Hill	195	Operating	Family	3300 6th St SE	DC	20032	Washington, DC	Awarded	2019	General Partner
Ranleigh Court	41	Operating	Family, Market	5951-6033 Turnabout Lane	MD	21044	Howard	N/A	N/A	Managing Member & Member
Red Run Station	72	Operating	Family	10630 Red Run Boulevard	MD	21117	Baltimore County	Awarded	2017	General Partner

Reserve at Somerset Commons	75	Operating	Family	30520 Hickory Rd	MD	20853	Somerset	Awarded	2015	General Partner
Reserve at Somerset Commons II	54	Operating	Family	30520 Hickory Rd	MD	20853	Somerset	Awarded	2018	General Partner
Residences at Highland Commons	22	Operating	Family	31 Lincoln Ave	MD	21001	Harford	Awarded	2011	General Partner
Rideout Heath	83	Operating	Family	5817-5991 Harpers Farm R	MD	21044	Howard	N/A	N/A	Managing Member & Member
Riverwoods at North East	76	Operating	Family	1000 Riverwoods Circle	MD	21901	Cecil	Awarded	2013	General Partner
Scotland Townhomes	75	Operating	Family	7829 Scotland Drive	MD	20854	Montgomery	Awarded	2017	General Partner
Sierra Woods	158	Operating	Family	8712 Airybrink Lane	MD	21045	Howard	Awarded	2008	General Partner
Skyland Apartments	224	Operating	Family, Market	2333 Skyland Pl SE	DC	20020	Washington, DC	N/A	N/A	Managing Member and Member
Somerset Commons	60	Operating	Family	12370 Somerset Ave	MD	21853	Somerset	Awarded	2008	GP & LP
Stevens Forest (fka Forest Ridge Apartments)	105	Operating	Family	5866 Stevens Forest Rd	MD	21045	Howard	Awarded	2007	General Partner
Stony Brook	204	Operating	Family	3420 - 3608 Buckman Road	VA	22309	Alexandria	Awarded	2010	General Partner
Taney Village	130	Operating	Senior	1421 Taney Avenue	MD	21702	Frederick	Awarded	2013	General Partner
The Allendale	164	Operating	Senior/ Disabled	3600 W Franklin Street	MD	21229	Baltimore City	Awarded	2014	General Partner
The Larkspur	76	Operating	Family	2001 N. Cleveland Street	VA	22201	Arlington	Awarded	2013	General Partner
Wardman Court	152	Operating	Family	1350 Clifton St NW	DC	20009	Washington, DC	Awarded	2001	General Partner
Waverly Winds	62	Operating	Family	10339 Twin Rivers Rd	MD	21045	Howard	N/A	N/A	Managing Member & Member
West Wood Oaks	54	Operating	Family	10730 West Dr	VA	22030	Fairfax	Awarded	2011	General Partner
Westbrook Commons	96	Operating	Family	555 West Rd	MD	21801	Wicomico	Awarded	2005	General Partner
Westchester West	345	Operating	Family, Market	3214 Hewitt Avenue	MD	20906	Montgomery	N/A	N/A	Managing Member
Westminster Overlook (FKA Locust House)	98	Operating	Senior	30 Locust Street	MD	21157	Carroll	Awarded	2013	General Partner
Wheeler Terrace	116	Operating	Family	1217 Valley Ave. SE	DC	20032	Washington, DC	Awarded	2008	General Partner
Wiley H. Bates	71	Operating	Senior	1103 Smithville St	MD	21401	Anne Arundel	Awarded	2005	General Partner
Woodbridge Commons	132	Operating	Family	1307 Gold Meadow Way	MD	21040	Harford	Awarded	2005	GP & LP
Woodfall Greens (fka Patapsco Place)	230	Operating	Family, Market	102 Hammonds Lane	MD	21225	Anne Arundel	N/A	N/A	Managing Member
Woodmere Trace	300	Operating	Family, Market	6741 E. Tanners Creek Dr.	VA	23513	Virginia Beach	N/A	N/A	General Partner
York Commons	102	Operating	Family	2406 Cape Horn Rd	PA	17356	York	Awarded	2003	General Partner



**Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities**

**ENTERPRISE COMMUNITY DEVELOPMENT  
INC  
% SALLY HEBNER  
11000 BROKEN LAND PKWY  
COLUMBIA MD 21044**

**Date:  
August 17, 2020  
Person to contact:  
Name: K. Gleason  
ID number: 0203083  
Employer ID number:  
52-1888775  
Form 990 required:  
Yes**

**Dear Sir or Madam:**

**We're responding to your request dated May 29, 2020, about your tax-exempt status.**

**We issued you a determination letter in February 1995, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).**

**We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).**

**Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.**

**In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5<sup>th</sup> month after the end of your annual accounting period.**

- Form 990, Return of Organization Exempt From Income Tax**
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax**
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ**
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation**

**According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.**

You can get IRS forms or publications you need from our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Stephen A. Martin". The signature is written in a cursive style with a small dot after the first name.

Stephen A. Martin  
Director, Exempt Organizations Rulings  
and Agreements



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94 JUN 14 9:23

RECEIVED

ARTICLES OF INCORPORATION

OF

6-1494 at 123 P  
ENTERPRISE HOUSING CORPORATION OF MARYLAND, INC.

(a nonstock corporation)

The undersigned, being at least eighteen years of age, acting as incorporator, does hereby form a nonstock corporation under and by virtue of the Maryland General Corporation Law.

FIRST: The name of the corporation (hereinafter called the "Corporation") is Enterprise Housing Corporation of Maryland, Inc.

SECOND: The period of its duration is perpetual.

THIRD: The purposes for which the Corporation are formed are as follows:

1. The Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"). In furtherance of these purposes, the Corporation, a nonprofit locally-initiated community development corporation, shall engage in community economic development activities and assist in the provision of decent and affordable homeownership opportunities for low income persons in Maryland. Through such activities, the Corporation will seek to improve the quality of economic and social participation in community life so as to eliminate poverty, revitalize the community and establish permanent economic and social benefits for low income residents.

2. Solely for the above purposes, the Corporation is empowered to and may exercise all other power and authority now or hereafter conferred upon nonprofit corporations in the State of Maryland, including but not limited to the acquisition, construction, rehabilitation, development, ownership, operation and sale of low income housing. Also in furtherance of the above purposes and pursuant to the authority conferred upon nonprofit corporations in the State of Maryland, the Corporation may borrow money, seek grants or other forms of aid, and enter into or provide technical assistance with respect to any form of aid, and enter into or provide technical assistance with respect to any form of financing arrangement with any lending institution, investor or governmental entity in connection with its activities.

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3. No part of the income or principal of the Corporation shall inure to the benefit of any director or officer of this Corporation or any other private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered to it, and to make reasonable payments and distributions in furtherance of the aforementioned purposes of the Corporation. The Corporation shall not engage in any activity which is prohibited to a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 or any corresponding future provisions of the federal tax law. In accordance with the existing federal tax law, the Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office by publishing or distributing statements, or in any other way. No substantial part of the activities of the Corporation shall be the carrying on of propoganda, or otherwise attempting to influence legislation.

**FOURTH:** The present address of the principal office of the Corporation in Maryland is 505 American City Building, Columbia, Maryland 21044. The name and post office address of the resident agent of the Corporation in Maryland are The Enterprise Foundation, Inc., 505 American City Building, Columbia, Maryland 21044. The resident agent is a Maryland corporation.

**FIFTH:** The Corporation shall not be authorized to issue capital stock.

**SIXTH:** The Corporation shall have no members.

**SEVENTH:** The initial number of directors of the Corporation shall be three (3), which number may be increased or decreased pursuant to the bylaws of the Corporation. The names of the directors who shall act until the first meeting or until their successors are duly chosen and qualified are Marsha Grayson, Mark Sissman and Ellen Lazar.

**EIGHTH:** A statement as to the manner in which directors shall be elected or appointed shall be set forth in the bylaws of the Corporation. Sole voting power in the Corporation shall be vested in the Board of Directors.

**NINTH:** Provisions for the distribution of assets on dissolution or the termination of the Corporation are as follows:

Although the period of duration of the Corporation is perpetual, if for any reason the Corporation is to be dissolved or otherwise terminated, no part of the property of the Corporation or any of the proceeds shall be distributed to or inure to the benefit of any of the directors of the Corporation. Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

**TENTH:** The directors and officers of the Corporation shall have no liability to the Corporation for money damages except (i) to the extent that it is proven that such person actually received an improper benefit or profit in money, property or services or (ii) to the extent that a judgment or other final adjudication adverse to such person is entered in a proceeding based on a finding in the proceeding that the person's action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding. This Article shall not be construed to affect the liability of a person in any capacity other than as a director or officer of the Corporation.

**ELEVENTH:** The name and address of the incorporator is:

Susan A. Cobb  
1250 Connecticut Avenue, N.W.  
Washington, D.C. 20036

IN WITNESS WHEREOF, I have signed these Articles of Incorporation, acknowledging the same to be my act, on this 14th day of June, 1994.

Susan A. Cobb  
Susan A. Cobb  
Incorporator

APPROVED FOR RECORD

5/15/98 at 9:45 a.m.

FIRST AMENDMENT TO ARTICLES OF INCORPORATION OF ENTERPRISE HOUSING CORPORATION OF MARYLAND, INC.

This First Amendment to Articles of Incorporation is hereby approved and adopted by the Board of Directors of Enterprise Housing Corporation of Maryland, Inc. (the "Corporation"), a nonstock corporation duly formed under and by virtue of the Maryland General Corporation Law:

WHEREAS, the Corporation's Articles of Incorporation were filed with and approved by the Maryland State Department of Assessments and Taxation on June 14, 1994;

WHEREAS, the Corporation desires to amend said Articles of Incorporation by adding certain language clarifying the Corporation's purposes; and

WHEREAS, the following amendments to said Articles of Incorporation were duly approved and adopted by the Corporation's Board of Directors, there being no members authorized to vote and no shares of the Corporation entitled to vote thereon either outstanding or subscribed for.

- 1. The Corporation's Articles of Incorporation are hereby amended by the deletion of Article Three and the substitution of the following language in lieu thereof:

THIRD: The purposes for which the Corporation is formed are as follows:

- 1. The Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"). In furtherance of these purposes, the Corporation, a nonprofit locally-initiated community development corporation, shall engage in housing and community economic development activities, including but not limited to the provision of decent and affordable rental housing and homeownership opportunities for low-income people, in the State of Maryland. Through such activities, the Corporation will seek to improve the quality of economic and social participation in community life so as to eliminate poverty, revitalize the community and establish permanent economic and social benefits for low-income people.
2. Solely for the above purposes, the Corporation is empowered to and may exercise all other power and authority now or hereafter conferred upon nonprofit corporations in the State of Maryland, including but not limited to the acquisition, construction, rehabilitation, development, ownership, operation, leasing and sale of housing that is affordable to low-income people. Also in furtherance of the above purposes and pursuant to the authority conferred upon nonprofit corporations in the State of Maryland, the

RECEIVED APR 15 AM 9 45 RECEIVED APR 15 AM 9 10

I.D. NO. D3908365 ACKN. NO. - 22603118929 ENTERPRISE HOUSING CORPORATION OF MARYLAND, INC.

05/15/98 AT 09:45 A.M.

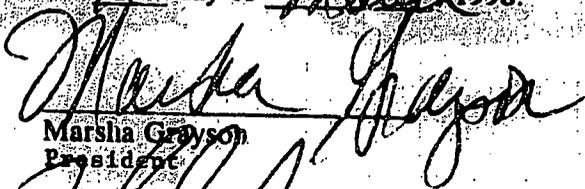
BY: [Signature] This stamp replaces our previous certification system. DATED: 02-07-20

Custodian Effective: 6/9

Corporation may borrow money, seek grants or other forms of aid, and enter into or provide technical assistance with respect to any form of aid, and enter into or provide technical assistance with respect to any form of financing arrangement with any lending institution, investor or governmental entity in connection with its activities. The Corporation may engage in any and all other charitable activities permitted to an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding future provisions of the federal tax law.

3. No part of the income or principal of the Corporation shall inure to the benefit of any director or officer of this Corporation or any other private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered to it, and to make reasonable payments and distributions in furtherance of the aforementioned purposes of the Corporation. The Corporation shall not engage in any activity which is prohibited to a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, amended, or any corresponding future provisions of the federal tax law. In accordance with the existing federal tax law, the Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office by publishing or distributing statements, or in any other way. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation.
2. All other provisions of the Articles of Incorporation shall remain in full force and effect.

IN WITNESS WHEREOF, the following, constituting the entire Board of Directors of the Corporation, have signed this First Amendment of Articles of Incorporation, acknowledging the same to be their act, on this 16 day of March 1998.

  
Marsha Grayson  
President

  
Mark Sissman  
Vice President

**SECRETARY'S CERTIFICATION**

I, Jeffrey C. Berg, Secretary, hereby acknowledge on behalf of Enterprise Housing Corporation of Maryland, Inc., that the foregoing First Amendment to Articles of Incorporation is the corporate act of said corporation, under penalties of perjury.

  
Jeffrey C. Berg, Secretary

State of Maryland  
**DEPARTMENT OF  
 ASSESSMENTS AND TAXATION**



PARRIS N. GLENDENING  
 Governor  
 RONALD W. WINEHOLT  
 Director  
 PAUL B. ANDERSON  
 Administrator

Charter Division

DOCUMENT CODE 09 J J BUSINESS CODE \_\_\_\_\_ COUNTY 63  
 # D3908365 P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging (Transferor) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Surviving  
 E.O. NO. D3908365  
 ACKN. NO. - 226C3118929  
 ENTERPRISE HOUSING CORPORATION OF  
 MARYLAND, INC.

CODE	AMOUNT	FEES	EMITTED
10	_____		Expedited Fee
61	_____		Rec. Fee (Arts. of Inc.)
20	_____		Organ. & Capitalization
62	<u>20</u>		Rec. Fee (Amendment)
63	_____		Rec. Fee (Merger, Consol.)
64	_____		Rec. Fee (Transfer)
66	_____		Rec. Fee (Revival)
65	_____		Rec. Fee (Dissolution)
75	_____		Special Fee
73	_____		Certificate of Conveyance

NO. OF CERTIFIED COPIES - 0  
 (New Name) \_\_\_\_\_

21	_____		Recordation Tax
22	_____		State Transfer Tax
23	_____		Local Transfer Tax
70	_____		Change of P.O., R.A. or R.A.A.
31	_____		Corp. Good Standing
800	_____		
52	_____		Foreign Qualification
NA	_____		Foreign Registration
51	_____		Foreign Name Registration
53	_____		Foreign Resolution
54	_____		For. Supplemental Cert.
56	_____		Penalty
50	_____		Cert. of Qua. or Reg.
83	_____		Cert. Limited Partnership
84	_____		Amendment to Limited Partnership
85	_____		Termination of Limited Partnership
80	_____		For. Limited Partnership
91	_____		Amend/Cancellation, For. Limited Part.
87	_____		Limited Part. Good Standing
67	_____		Cert. Limited Liability Partnership
68	_____		LLP Amendment - Domestic
69	_____		Foreign Limited Liability Partnership
74	_____		LLP Amendment - Foreign
99	_____		Art. of Organization (LLC)
98	_____		LLC Amend, Diss, Continuation
97	_____		LLC Cancellation
96	_____		Registration Foreign LL
94	_____		Foreign LLC Supplemental
92	_____		LLC Good Standing (short)
13	_____		Certified Copy
_____	_____		Other _____

- \_\_\_\_\_ Change of Name
- \_\_\_\_\_ Change of Principal Office
- \_\_\_\_\_ Change of Resident Agent
- \_\_\_\_\_ Change of Resident Agent Address
- \_\_\_\_\_ Resignation of Resident Agent
- \_\_\_\_\_ Designation of Resident Agent and Resident Agent's Address
- \_\_\_\_\_ Change of Business Code
- \_\_\_\_\_ Adoption of Assumed Name

Other Change(s) Other TBS  
Keying

CODE \_\_\_\_\_  
 ATTENTION: \_\_\_\_\_  
 \_\_\_\_\_

MAIL TO ADDRESS: Enterprise Housing Corporation of Maryland, Inc  
10227 Wincopin Circle, Suite 810  
Columbia, Md 21044

TOTAL FEES 20 \_\_\_\_\_ Credit Card \_\_\_\_\_  
 \_\_\_\_\_ Check \_\_\_\_\_ Co. \_\_\_\_\_  
 Documents on \_\_\_\_\_ checks

APPROVED BY: H

ENTERPRISE HOUSING CORPORATION  
 OF MARYLAND INC  
 10227 WINCOPIN CIRCLE STE 810  
 COLUMBIA MD 21044

**ENTERPRISE COMMUNITY DEVELOPMENT, INC.**

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**BYLAWS**

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## Contents

ARTICLE I OFFICES.....	5
Section 1 Principal Office .....	5
Section 2 Registered Office.....	5
ARTICLE II MEMBER .....	5
Section 1 Member .....	5
Section 2 Action by Consent in Lieu of a Meeting.....	5
ARTICLE III DIRECTORS .....	6
Section 1 Number.....	6
Section 2 Powers and Qualifications.....	6
Section 3 Election and Term .....	6
Section 4 Resignations .....	6
Section 5 Removal .....	6
Section 6 Vacancies .....	6
Section 7 Chair.....	7
Section 8 Location of Meetings .....	7
Section 9 Annual Meeting.....	7
Section 10 Regular Meetings .....	7
Section 11 Call of Special Meetings .....	7
Section 12 Notice of Special Meetings .....	7
Section 13 Waiver of Notice .....	7
Section 14 Quorum .....	8
Section 15 Action by Majority Vote .....	8
Section 16 Action by Written Consent.....	8
Section 17 Executive Committee .....	8
Section 18 Designation of Additional Committees.....	8

Section 19 Powers .....	9
Section 20 Term .....	9
Section 21 Meetings .....	9
Section 22 Quorum/Action .....	9
ARTICLE IV OFFICERS .....	9
Section 1 Designation.....	9
Section 2 Election.....	10
Section 3 Term .....	10
Section 4 Resignations .....	10
Section 5 Removal .....	10
Section 6 Vacancies .....	10
Section 7 President.....	10
Section 8 Vice President .....	11
Section 9 Treasurer.....	11
Section 10 Secretary.....	11
Section 11 Other Officers .....	12
ARTICLE V .....	12
Section 1 Compensation of Directors.....	12
Section 2 Compensation of Officers .....	12
ARTICLE VI.....	13
Section 1 Liability .....	13
Section 2 Indemnification .....	13
Section 3 Insurance .....	13
ARTICLE VII GENERAL PROVISIONS .....	13
Section 1 Execution of Contracts.....	13
Section 2 Loans .....	13

Section 3	Gifts.....	14
Section 4	Investments.....	14
Section 5	Voting of Securities Held by the Corporation.....	14
Section 6	Books and Records.....	14
Section 7	Depositories.....	14
Section 8	Signatories.....	14
Section 9	Annual Audit.....	15
Section 10	Fiscal Year.....	15
Section 11	Corporate Seal.....	15
ARTICLE VIII AMENDMENTS.....		15
ARTICLE IX.....		16

**ENTERPRISE COMMUNITY DEVELOPMENT, INC.**

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**BYLAWS**

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**ARTICLE I**

**OFFICES**

**Section 1** **Principal Office**. The principal office of Enterprise Community Development, Inc. (referred to as the “Corporation”) shall be located in the State of Maryland. The Corporation may from time to time have such other offices as the Board of Directors (the “directors”) may determine or as the affairs of the Corporation may require.

**Section 2** **Registered Office**. The Corporation shall have and continuously maintain in the State of Maryland, a registered office and a registered agent whose office is located in such registered office. The registered office may be, but need not be, located in the principal office of the Corporation. The address of the registered office may from time to time be changed by the directors.

**ARTICLE II**

**MEMBER**

**Section 1** **Member**. The member of the Corporation shall be Enterprise Community Investment, Inc. (the “Member” or “Investment”). The Member shall have the right to vote. The Member shall act through its Board of Directors or its designee.

**Section 2** **Action by Consent in Lieu of a Meeting**. Any action required or permitted to be taken by the Member, except as otherwise required by law or the Articles of Incorporation, may be taken without a meeting and without notice if the Member consents in writing to such act.

## ARTICLE III

### **DIRECTORS**

**Section 1** **Number**. The initial number of directors of the Corporation shall be fixed by the Articles of Incorporation. Thereafter, the Corporation shall have at least one (1) and no more than fifteen (15) directors as determined from time to time by the Member. Such number may be increased or decreased by the Member; however, no decrease shall have the effect of shortening the term of any incumbent director.

**Section 2** **Powers and Qualifications**. The Policies of the Corporation shall be determined, and its affairs shall be managed, by the directors. The directors shall act only as a Board of Directors, or as a committee thereof; individual directors shall have no power as such. Directors need not be citizens of the United States, nor residents of the State of Maryland.

**Section 3** **Election and Term**. The Member shall elect the directors of the Corporation who shall serve for a term of one (1) year and until their successors are elected and qualified, or until their earlier resignation, removal or death. The Chief Executive Officer of Enterprise Community Partners, Inc. (“Partners”) and the President of Investment shall each serve as an *ex officio* member of the Board of Directors with full voting rights.

**Section 4** **Resignations**. Any director may resign at any time by notifying the Board of Directors in writing. Such resignation shall take effect at the time specified therein. Acceptance by the directors of such resignation shall not be necessary to make it effective.

**Section 5** **Removal**. The Member may remove a director from office at any time, with or without cause.

**Section 6** **Vacancies**. Vacancies in the Board of Directors shall be deemed to exist in the event of the resignation, removal or death of any director, or in the event of an increase in the number of directors. Any such vacancy shall be filled by the Member. A director elected to fill a

vacancy shall hold office for the unexpired term of his/her predecessor. In the case of an increase in the number of directors, a director shall hold office until the next election of directors.

**Section 7** **Chair**. The Chief Executive Officer of Partners shall serve as Chair who shall preside over the meetings of the Board of Directors until his or her successor is elected.

**Section 8** **Location of Meetings**. Meetings of the Board of Directors, annual, regular or special, may be held within or without the State of Maryland and may be held by means of telephone conference.

**Section 9** **Annual Meeting**. Annual meetings shall be held at such time and place as shall be determined by the Board of Directors and designated in the notice or waiver of notice of the meeting.

**Section 10** **Regular Meetings**. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the directors.

**Section 11** **Call of Special Meetings**. The chief executive officer or president may call, or upon the request of a majority of the directors, the secretary shall call, special meetings of the Board of Directors, as appropriate.

**Section 12** **Notice of Special Meetings**. Notice of special meetings of the directors shall be in writing, signed by the chief executive officer, the president, or the secretary, and shall be sent to each director, by mail or email, at least seven days before the time designated for such meeting. Notice of special meetings shall state the time and place of the meeting; the purpose or purposes of such meetings need not be specified, unless otherwise required by law, the Articles of Incorporation, or these bylaws.

**Section 13** **Waiver of Notice**. Whenever notice is required to be given to any director by the General Laws of the State of Maryland, the Articles of Incorporation, or these bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before

after the time stated therein, shall be equivalent to the giving of such notice. Such waiver need not specify the purpose or purposes of the meeting.

**Section 14** **Quorum**. A majority of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, unless otherwise required by the General Laws of the State of Maryland, the Articles of Incorporation, or these bylaws. However, if a quorum is not present at any meeting, those directors present there at may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

**Section 15** **Action by Majority Vote**. Except as required by the General Laws of the State of Maryland, the Articles of Incorporation or these bylaws, any action by a majority of the directors present at a meeting at which quorum is present shall be deemed to be the action of the Board of Directors.

**Section 16** **Action by Written Consent**. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

**Section 17** **Executive Committee**. The Board of Directors may from time to time designate one-third of their number, but not less than two directors, to constitute an executive committee of the Corporation. The executive committee shall have the full power to carry out the policies established by the directors and to manage the affairs of the Corporation as necessary during the interim periods between meetings of the Board of Directors.

**Section 18** **Designation of Additional Committees**. The Board of Directors may from time to time designate from among their members not less than two directors to constitute a committee or committees as deemed necessary and proper. The Board of Directors shall have the power at any time to: (i) designate a member of such committee as its chairman; (ii) fill vacancies

on any committee; (iii) change the membership of any committee; or (iv) discharge a committee.

**Section 19** **Powers.** Each committee shall have, and may exercise, such powers not inconsistent with the General Laws of the State of Maryland, the Articles of Incorporation, or these bylaws, as authorized by the directors. The designation of any such committee and the delegation thereto of authority shall not operate to relive the Board of Directors, or any individual director, of any responsibility imposed upon it or him/her by law. The members of a committee shall act only as a committee.

**Section 20** **Term.** Members of a committee shall serve for a term of one year, until the next annual meeting of the Board of Directors and until their successors are appointed, or until their earlier resignation, removal with or without cause, or death, or until the committee shall sooner be discharged.

**Section 21** **Meetings.** Meetings of a committee may be held within or without the State of Maryland, and may be held by means of telephone conference. A majority of any such committee may fix the time and place of its meetings. Each committee shall keep records of its actions and report such actions to the Board of Directors and the chief executive officer.

**Section 22** **Quorum/Action.** A majority of the then serving members of any committee shall constitute a quorum. Any action of the majority of those present at a meeting at which a quorum is present shall be deemed the action of the committee, except when a committee has only two members, then any action must be by unanimous consent.

## ARTICLE IV

### **OFFICERS**

**Section 1** **Designation.** The officers of the Corporation shall consist of a president, a treasurer, and a secretary, and one (1) or more vice presidents and such other officers, assistant officers

and agents as may be deemed necessary, each to have such duties and authority as are provided in these Bylaws, or as the Board of Directors may from time to time determine. The Corporation may also have a Chief Executive Officer (who may also be the President). Any two or more offices may be held by the same person, except the offices of president and vice president. Any officer who is also an employee of the Corporation or any affiliate of the Corporation shall automatically be terminated as an officer of the Corporation as of the date such officer's employment terminates, and no action by the Board of Directors shall be necessary to remove such officer.

**Section 2**     **Election**. The officers shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient.

**Section 3**     **Term**. Officers shall serve for a term of one (1) year, until the next annual meeting of the Board of Directors and until their successors are elected and qualified, or until their earlier resignation, removal or death.

**Section 4**     **Resignations**. Any officer may resign at any time by notifying the Board of Directors in writing. Such resignation shall take effect at the time specified therein. Acceptance by the directors of such resignation shall not be necessary to make it effective.

**Section 5**     **Removal**. Any officer may be removed, either with or without cause, by a majority vote of the directors at any regular or special meeting.

**Section 6**     **Vacancies**. A vacancy in any office caused by resignation, removal or death may be filled for the unexpired term of the predecessor in office by the directors at any regular or special meeting.

**Section 7**     **President**. The president shall have general supervision over the affairs of the Corporation, and shall perform all duties incident thereto and have such power as may from time to time be assigned by the directors. The President shall be the chief executive officer of the

Corporation and shall hold the title of Chief Executive Officer, unless the Board of Directors decide to elect a different person as Chief Executive Officer. In the event the Board of Directors elect to have a Chief Executive Officer who is not the President, the Chief Executive Officer shall have the duties and authority that would otherwise be conferred on the President, but the President shall have such duties and authority if the Chief Executive Officer is absent or unable to act. In the absence of the Chair, the President shall Chair a meeting of the Board of Directors.

**Section 8 Vice President.** The vice president, if there is one, shall perform such duties and have such other powers as the directors or the president may from time to time prescribe. In the absence or disability of the president, the vice president shall perform the duties and exercise the powers of the president. A Vice President may be designated as an Executive Vice President, a Senior Vice President or an Assistant Vice President, as the Board of Directors shall determine.

**Section 9 Treasurer.** The treasurer shall: (i) collect and keep an account of all moneys received and expended for the use of the Corporation; (ii) deposit sums received by the Corporation in the name of the Corporation in such depositories as shall be approved by the directors; (iii) present reports of the finances of the Corporation at each annual meeting and when called upon by the president; and (iv) perform such related duties as shall be assigned by the Board of Directors or the president. The funds, books and vouchers in the hands of the treasurer shall at all times be subject to the inspection, supervision and control of the directors and the president. At the expiration of his\her term of office, the treasurer shall turn over to his\her successor in office all books, records, monies and other properties of the Corporation.

**Section 10 Secretary.** The secretary shall: (i) act as secretary of all meetings of the Board of Directors and the committees (if any); (ii) maintain the minutes thereof in the proper book or books; (iii) see that the reports, statements and other documents required by law are properly maintained and filed; and (iv) in general, perform all the duties incident to the office of

secretary and such related duties as may from time to time be assigned by the Board of Directors the chief executive officer, or the president. The books, records and papers in the hands of the secretary shall at all times be subject to the inspection, supervision and control of the directors and the president. At the expiration of his\her term of office, the secretary shall turn over to his\her successor in office all books, records, papers and other properties of the Corporation.

**Section 11 Other Officers.** Other officers elected or appointed by the Board of Directors shall, in general, perform such duties and have such powers as shall be assigned to them by the Board of Directors, the chief executive officer, or the president.

## ARTICLE V

### **COMPENSATION OF DIRECTORS AND OFFICERS**

**Section 1 Compensation of Directors.** Directors shall not receive any compensation for their services; however, the directors may authorize reimbursement for all expenses incurred in connection with the performance of services for the Corporation, including but not limited to attendance at annual, regular or special meetings of the Corporation. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

**Section 2 Compensation of Officers.** Salaries or other compensation of the officers may be fixed from time to time by the Board of Directors or a committee thereof, provided that such salaries and compensation shall not be excessive in amount and shall be for services which are reasonable and necessary for performance of the Corporation's purposes.

## ARTICLE VI

### **LIABILITY AND INDEMNIFICATION**

**Section 1** **Liability**. In the absence of fraud or bad faith, the directors of the Corporation shall not be personally liable for its debts, obligations or liabilities.

**Section 2** **Indemnification**. The Corporation shall indemnify each director, officer, or employee, present or former, to the maximum extent permitted by law against all cost and expense reasonably incurred by or imposed upon him\her in connection with any action, suit, or proceeding in which he\she may be involved by reason of being or having been a director, officer, or employee. The foregoing right of indemnification shall not be exclusive of other rights to which any such director, officer, or employee may be entitled as a matter of law.

**Section 3** **Insurance**. The Corporation shall have the power to purchase directors and officers liability insurance on behalf of any such person who is or was a director or officer of the Corporation.

## ARTICLE VII

### **GENERAL PROVISIONS**

**Section 1** **Execution of Contracts**. The Board of Directors, except as otherwise provided in these Bylaws, may prospectively or retroactively authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation, to enter into any contract, or execute and deliver any instrument as may be necessary to carry out the purposes of the Corporation. Any such authority may be general or confined to specific instances.

**Section 2** **Loans**. The Board of Directors may authorize the president or any other officer or agent of the Corporation to: (i) obtain loans and advances at any time for the Corporation from any bank, trust company, firm, corporation, individual or other institution; (ii) make, execute

and deliver promissory notes, bonds or other certificates or evidences of indebtedness of the Corporation; and (iii) pledge and hypothecate, or transfer any securities or other property of the Corporation as security for any such loans or advances. Such authority conferred by the directors may be general or confined to specific instances. No loans shall be made by the Corporation to any director or officer thereof.

**Section 3 Gifts.** The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise to be used to achieve the purposes of the Corporation.

**Section 4 Investments.** The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it according to the judgment of the directors and restricted to the prudent investments which a director is or may hereafter be permitted by law to make.

**Section 5 Voting of Securities Held by the Corporation.** Stocks and other securities owned by the Corporation shall be voted, in person or by proxy, as the directors may specify. In the absence of any direction by the directors, such stocks and securities shall be voted as the president may determine.

**Section 6 Books and Records.** There shall be kept at the principal office of the Corporation, correct books of accounts of all the business and transactions of the Corporation.

**Section 7 Depositories.** The funds of the Corporation not otherwise employed shall from time to time be deposited to the order of the Corporation in such banks, trust companies or other depositories as the directors may select, or as may be selected by any one (1) or more officers or agents of the Corporation to whom such power may from time to time be delegated by the directors.

**Section 8 Signatories.** All checks, drafts and other orders for payment of money from the funds of the Corporation, and all notes and other evidences of indebtedness of the Corporation

shall be signed on behalf of the Corporation in such manner as shall from time to time be determined by the directors. In the absence of such determination by the directors, such instruments shall be signed by the treasurer and countersigned by the president of the Corporation.

**Section 9**      **Annual Audit.** The directors may require an annual audit be made of the books and accounting records of the Corporation.

**Section 10**    **Fiscal Year.** The fiscal year of the Corporation shall be determined by resolution of the directors.

**Section 11**    **Corporate Seal.** The Corporation shall have a corporate seal with its name, year of incorporation and the words “Corporate Seal, State of Maryland” inscribed thereon. The seal shall be maintained in the custody of the secretary and used by him\her, or any other officer so authorized by the directors, by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced on any instrument or document as may be required by law, these Bylaws, the directors or the president. The presence or absence of the seal on any instrument, or its addition thereto, shall not affect the character, validity or legal effect of the instrument in any respect.

## **ARTICLE VIII**

### **AMENDMENTS**

These Bylaws, or any one (1) or more of the provisions thereof, may be altered, amended or repealed and new Bylaws adopted by a two-thirds (2/3) vote of the directors then in office at a meeting of the directors expressly called for that purpose except any provision relating to the authority or rights of the member. Any provision of these Bylaws relating to the authority or rights of the member may only be amended by vote of the member. Notice of the intent to alter, amend or repeal and adopt new Bylaws shall be given in accordance with Article II, Section 12 hereof.

## ARTICLE IX

### **EFFECT OF PROVISIONS OF LAW AND ARTICLES OF INCORPORATION**

Each of the provisions of these Bylaws shall be subject to and controlled by specific provisions of the General Laws of the State of Maryland or the Articles of Incorporation which relate to their subject matter, and shall also be subject to any exceptions or more specific provisions dealing with the subject matter appearing in these Bylaws, as amended from time to time.

ARTICLES OF AMENDMENT AND RESTATEMENT

OF

THE ARTICLES OF INCORPORATION

OF

ENTERPRISE HOMES, INC.

THE UNDERSIGNED, for the purpose of amending and restating the Articles of Incorporation of Enterprise Homes, Inc., a nonstock corporation organized under the laws of the State of Maryland (the "Corporation"), hereby certifies:

1. The Corporation desires to amend and restate its charter as currently in effect and as hereinafter amended.

2. The following provisions are all the provisions of the charter currently in effect and as hereinafter amended:

ARTICLE I: The name of the corporation (which is hereinafter called the "Corporation") shall be:

ENTERPRISE COMMUNITY DEVELOPMENT, INC.

ARTICLE II: The period of its duration is perpetual.

ARTICLE III: The purposes for which the Corporation is formed are as follows:

1. The Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future federal tax code (the "Code"). In furtherance of these purposes, the Corporation, a nonprofit corporation, shall engage in housing and community economic development activities including but not limited to the fostering of low income housing and the provision of decent and affordable rental housing and homeownership opportunities for low income people. Through such activities, the Corporation will seek to improve the quality of economic and social participation in community life so as to eliminate poverty, revitalize the community and establish permanent economic and social benefits for low income people.

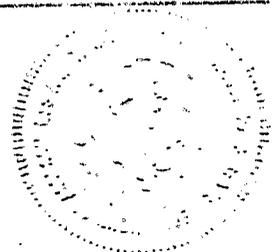
DB1/105748214.1

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 6 page document on file in this office. DATED: 12/23/19  
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: [Signature], Custodian

This stamp replaces our previous certification system, Effective 6/95



2. Solely for the above purposes, the Corporation is empowered to and may exercise all other power and authority now or hereafter conferred upon nonprofit corporations in the State of Maryland, including but not limited to the acquisition, construction, rehabilitation, development, ownership, operation, leasing and sale of housing that is affordable to low income people. Also in furtherance of the above purposes and pursuant to the authority conferred upon nonprofit corporations in the State of Maryland, the Corporation may borrow money, seek grants or other forms of aid, and enter into or provide technical assistance with respect to any form of financing arrangement with any lending institution, investor or governmental entity in connection with its activities. The Corporation may engage in any and all other charitable activities permitted to an organization exempt from federal income tax under section 501(c)(3) of the Code.
3. No part of the income or principal of the Corporation shall inure to the benefit of any director or officer of this Corporation or any other private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered to it, and to make reasonable payment and distributions in furtherance of the aforementioned purposes of the Corporation. The Corporation shall not engage in any activity which is prohibited to a corporation exempt from federal income tax under section 501(c)(3) of the Code. In accordance with the existing federal tax law, the Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office by publishing or distributing statements, or in any other way. Non substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation.

ARTICLE IV: The present address of the principal office of the Corporation in Maryland is 11000 Broken Land Parkway, Suite 700, Columbia, Maryland 21044. The name and address of the resident agent of the Corporation in Maryland is Enterprise Community Investment, Inc., 11000 Broken Land Parkway, Suite 700, Columbia, Maryland 21044, Attn: General Counsel.

ARTICLE V: The Corporation shall not be authorized to issue capital stock.

ARTICLE VI: The Corporation shall have members as provided in the bylaws.

ARTICLE VII: The number of directors of the Corporation and their manner of acting shall be as set forth in the bylaws. The names of the directors currently in office are Charles Werhane and Brian McLaughlin.

ARTICLE VIII: A statement as to the manner in which directors shall be elected or appointed shall be set forth in the bylaws.

ARTICLE IX: Provisions for the distribution of assets on dissolution or the termination of the Corporation are as follows:

Although the period of duration of the Corporation is perpetual, if for any reason the Corporation is to be dissolved or otherwise terminated, no part of the property of the Corporation

or any of the proceeds shall be distributed to or inure to the benefit of any of the directors of the Corporation. Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Code. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

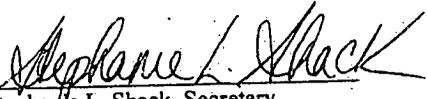
ARTICLE X: To the fullest extent permitted by law, a director or officer of the Corporation shall not be personally liable to the Corporation or its member for monetary damages, except to the extent such exemption from liability or limitation thereof is inconsistent with any provision of the Code applicable to corporations described in Section 501(c)(3) of the Code. To the fullest extent permitted by law, any amendment to or repeal of this Article shall not apply to or have any effect on the liability or alleged liability of any director or officer with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

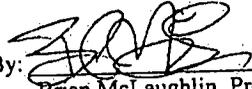
3. The amendment to and restatement of the charter of the Corporation as set forth above has been duly advised by the Board of Directors and was approved by a majority of the entire board of directors and there are no members entitled to vote on the matter at the time of approval.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment and Restatement to be signed on this 19<sup>th</sup> day of December, 2019 and effective as of January 1, 2020, in its name and on its behalf by its President and attested by its Secretary and the President acknowledges that these Articles of Amendment and Restatement are the act and deed of the Corporation and, under penalties of perjury, that the matter and facts set forth herein with respect authorization and approval are true in all material respects to the best of his knowledge, information, and belief.

ATTEST:

ENTERPRISE HOMES, INC.

  
Stephanie L. Shack, Secretary

By:   
Brian McLaughlin, President

CONSENT OF RESIDENT AGENT

Enterprise Community Investment, Inc. hereby consents to act as Resident Agent in Maryland for Enterprise Homes, Inc.

Enterprise Community Investment, Inc.

By: Stephanie L. Shack  
Name: Stephanie L. Shack  
Title: Senior Vice President



**ENTERPRISE COMMUNITY DEVELOPMENT  
Board of Directors**

**James A. Brodsky**, Member, Weiner Brodsky Kider PC, Washington, DC

**Lori Chatman**, President, Enterprise Community Investment, Columbia, MD

**Shaun Donovan**, Chairman, Enterprise Community Development, Silver Spring, MD  
President & CEO, Enterprise Community Partners, Columbia, MD

**Al Gentry**, Principal, Cornerstone Development LLC, Kensington, MD

**Ronald Ratner**, Partner, The Max Collaborative, Shaker Heights, OH

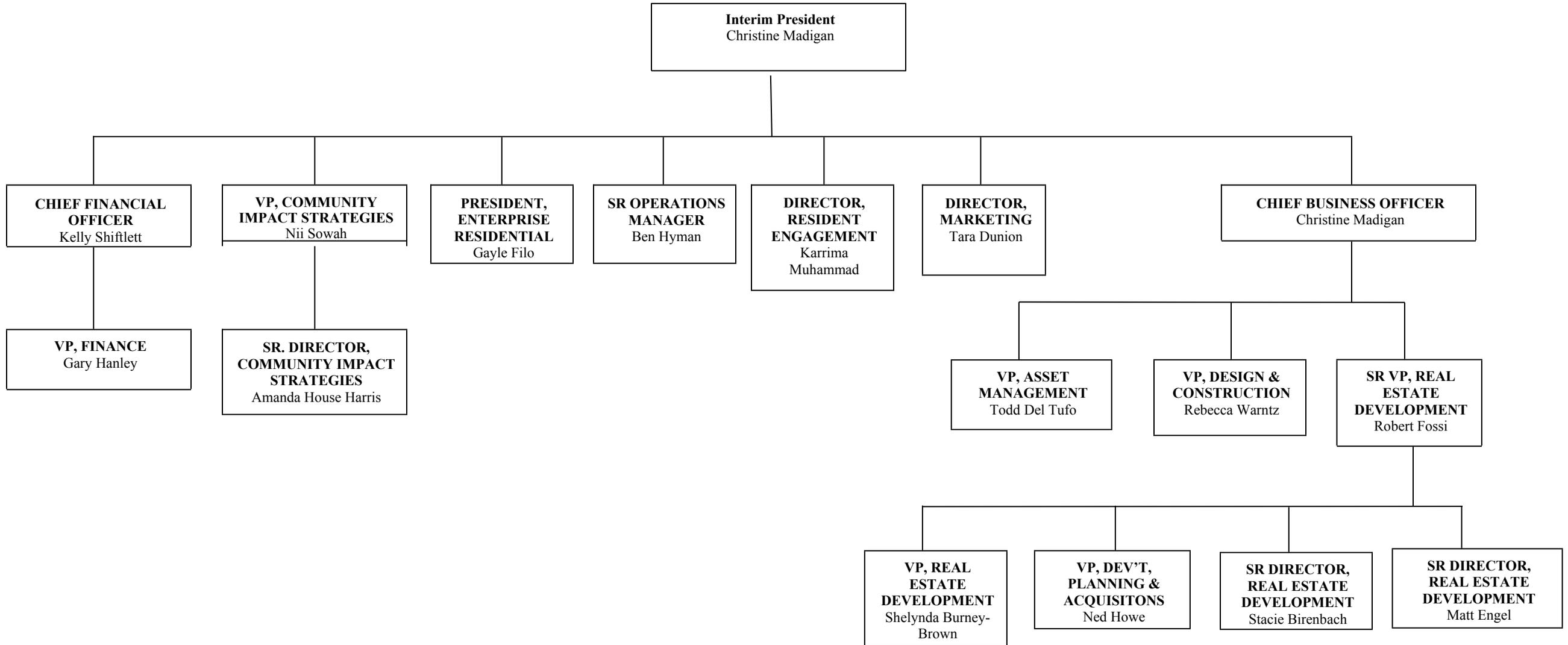
**J. Ronald Terwilliger**, Chairman Emeritus, Trammell Crow Residential, Atlanta, GA

**Adrian Washington**, CEO & Founder, Neighborhood Development Company, Washington, DC



# **ECD Organizational Chart**

**ENTERPRISE COMMUNITY DEVELOPMENT, INC.**  
**STAFFING & ORGANIZATION STRUCTURE**



# **Staff Resumes**



## Christine Madigan

### **President (interim), Community Development Division**

410.230.2102

[cmadigan@ecdcommunities..org](mailto:cmadigan@ecdcommunities..org)

Christine Madigan is the interim president of Enterprise Community Development, Inc. Christine has worked in the real estate industry for more than 30 years and brings residential real estate development, investment management, financing and asset management experience to the organization. Since joining Enterprise in 2001, Christine has overseen the development of numerous rentals and for-sale communities serving seniors and families in the Mid-Atlantic region. In 2017, she led the Enterprise acquisition of the Shelter Group's 43-property affordable housing portfolio. Christine is currently responsible for the Communities Division's real estate departments including Development, Asset Management, Design and Construction, and Acquisitions.

Prior to joining Enterprise, Christine led the mid-Atlantic regional office of MetLife Real Estate Investments. There she oversaw the performance of the company's apartment, office and hotel portfolio in Pennsylvania, Northern Virginia, Maryland and Washington, D.C., and managed the team responsible for commercial leasing transactions, operations, strategic planning, debt financing and investment sales for MetLife's real estate assets in the region.

Christine earned her master's degree in business administration from the Yale School of Management, and her bachelor's degree from Wesleyan University..



## Rob Fossi

### **SVP, Real Estate Development**

202.885.9569

[rfossi@ecdcommunities.org](mailto:rfossi@ecdcommunities.org)

Rob Fossi is the Senior Vice President of Real Estate Development, where he uses his decades of experience in the industry to manage the real estate development department including new construction, renovations, recapitalizations, and mixed-income projects throughout the mid-Atlantic region.

Most recently, Fossi guided the Mid-Atlantic region for The Community Builders, Inc. (TCB) as SVP of Real Estate. He led TCB's entry into the Washington, D.C., Baltimore, Richmond, and Charlotte markets with ventures ranging from neighborhood-scale redevelopment to public housing transformation and mixed-income, mixed-use transit-oriented development, with a particular focus on meaningful sustained partnerships with local providers and advocates.

Prior to joining TCB, Fossi was director of community development at Fannie Mae, where he structured and launched the Urban Deep Dive program and helped coordinate a \$4 billion corporate and philanthropic response to the 2005 hurricanes. Fossi previously held a position in senior leadership at Fannie Mae Foundation, during which his team redesigned, restructured and directed all national and multi-regional housing- and community development-related programs and investments, including grant-making and lending. In addition, he forged and managed the Foundation's Organizational Effectiveness programming and supervised counseling and financial services work.

In coordination with a pioneering consensus organizing campaign, Fossi launched the New Orleans LISC program in 1992, and directed those efforts through early 1999.

Before opening the New Orleans office, he was a program officer and acting program director of LISC DC. Fossi has served on several nonprofit boards and advisory committees, including Montgomery Housing Partnership and LISC DC, was a founding member of Technology Works for Good, as well as the Coalition for Non-Profit Housing Development and has coached youth soccer in both D.C. and New Orleans.



**Rebecca Warntz**

**Vice President, Design and Construction**

410.230.2293

[rwartz@ecdcommunities.org](mailto:rwartz@ecdcommunities.org)

Rebecca Warntz is the Vice President for Design and Construction at Enterprise Community Development. Rebecca brings 30 years of experience, where she oversees a team of construction managers responsible for coordination of the design, permitting, budgeting, and construction of ECD's communities. She is also responsible for authorizing ECD's product standards and ensuring each ECD community is uniquely designed to meet the specific needs of its residents.

Under Enterprise Homes, Inc., ECD's founding organization, Rebecca has constructed or preserved approximately 4000 units for both families and seniors including a broad range of housing product types in both urban and suburban locations. She has extensive green building experience delivering communities certified under LEED, Enterprise Green Communities, NGBS and Energy Star. Her expertise in both new construction and renovation has set standards within the organization as the leading practitioner in this region. Many projects under Rebecca's purview at Enterprise have received notable awards including the MD DHCD Excellence in Project Design and Construction, MD Dept. of Planning Sustainable Growth, ULI Wavemaker, NAHB Best in American Living, and Maryland USGBC Leadership Awards.

Prior to joining Enterprise in 2005, Rebecca was a Project Manager with Kinsley Construction, Inc. in Baltimore, MD where her construction portfolio included institutional, commercial and industrial projects. Several of her projects were recognized with ABC Excellence in Construction Awards.

Rebecca attended Penn State University and is an active member of the Maryland Affordable Housing Coalition (MAHC) Construction Committee.



## Kelly Shiflett

### Senior Vice President and Chief Financial Officer

410.772.2560

[kshiflett@ecdcommunities.org](mailto:kshiflett@ecdcommunities.org)

Kelly Shiflett is senior vice president and chief financial officer of Enterprise Community Development, Inc. She is responsible for the overall capital structure for the organization. As CFO, she manages the financial systems, processes and controls, oversees all financial and operational aspects and initiatives, and is a lead support on the management team in evaluating strategic and operational opportunities and risks. She manages the finance department including the corporate, development accounting and property management accounting teams.

With over 25 years of experience in finance, Kelly has a strong and diverse background. Before joining Enterprise, she served as vice president of finance and treasurer for Washington Real Estate Investment Trust (REIT). During her tenure with the company, Kelly developed and managed a three-year rolling enterprise model for tracking financial performance and significant metrics of the company and its portfolios. She also raised \$1 billion of equity and \$1.5 billion of debt financing.

Prior to Washington REIT, Kelly was lead analyst, listing qualifications with the NASDAQ Stock Market, Inc. and loan officer with FNMC – The Mortgage Company.

Kelly holds a Bachelor of Science in Business and Management from Wake Forest University and a Master of Business Administration in Finance and Entrepreneurship from the University of Maryland, College Park. She is a CFA® charter holder.



## Todd Del Tufo

### **VP, Asset Management**

410.230.2109

[tdeltufo@ecdcommunities.org](mailto:tdeltufo@ecdcommunities.org)

Todd Del Tufo is vice president of Asset Management for Enterprise Community Partners. He oversees the company's portfolio of multifamily communities. His primary responsibilities include asset protection and risk mitigation while enhancing the operating performance of the portfolio. Todd is part of the senior management team and the investment committee for Enterprise Community Development. Previously at Enterprise Homes, Todd was responsible for asset management and sourcing, underwriting and closing new apartment acquisitions.

Todd joined Enterprise in 2009. During his 15 prior years in real estate, he performed various origination, underwriting, asset management and auditing roles at Alex. Brown Realty, Inc., CapitalSource Finance LLC, and KPMG Peat Marwick, LLP.

A Certified Public Accountant, Todd graduated summa cum laude from the University of Maryland with a bachelor's degree in accounting. He received his master's in business administration with a concentration in finance from the Sellinger School of Business at Loyola College. Todd sits on a Howard County Parks and Recreation advisory board whose mission is to promote youth wrestling in Howard County, Maryland.



**Nii Sowah**

**Vice President, Community Impact Strategies**

202.885.9558

[nsowah@ecdcommunities.org](mailto:nsowah@ecdcommunities.org)

As Vice President of Community Impact Strategies, Enterprise Community Development's dedicated resident services and engagement team, Nii Sowah oversee all development and strategic alignment of the portfolio's resident engagement programming. Nii received his Bachelor of Science degree in Business Management from Morgan State University. Upon graduation, Nii joined the Baltimore Area Council, Boy Scouts of America as a District Executive. Nii, who is also an Eagle Scout, worked tirelessly throughout Northeast and Southeast Baltimore City focusing on youth empowerment, program development, and capacity building. During his career, Nii was recruited to work with the

Department of Housing and Community Development as the Special Assistant to the First Deputy Commissioner of Operations. As a result of his hard work and dedication towards the efforts of the agency and the citizenry of Baltimore City, Nii was promoted to Assistant Commissioner of Community Services where he oversaw the daily activities of an over \$70 million organization. His commitment towards personal development encouraged Nii to complete his master's degree in Public Administration at the University of Baltimore with a concentration in Public/Non-Profit Administration.

Nii is a passionate advocate for uplifting his community and providing exceptional customer service. Before serving as the Director of FSES Programs at the Center for Urban Families (CFUF), Nii was the Work Programs Administrator with the Baltimore City Department of Social Services' Office of Work Opportunities and Business Partnerships. In his role as Director of FSES Programs, Nii lead the organization's holistic approach to serving its members and helping them achieve Family Stability and Economic Success (FSES). In his role as Director of the Family Support Center/Co-Director of Operations, at Bon Secours Community Works, Nii continued to support the family unit through programs and initiatives focused on Early Childhood Education, Family Preservation, Youth and Young Adult Services, Parenting, Resource Development, Career Development, and Supportive Services.

Nii has invested his personal time and resources to provide technical assistance to a myriad of non-profit and faith-based organizations. He is an active member of the Omega Psi Phi Fraternity Incorporated, Pi Omega Chapter. He is married to Patrice Wells Sowah and is the proud father of two sons.



**Gayle Filo**

**President, Enterprise Residential**

443.451.6800

[gfilo@enterprisesresidential.org](mailto:gfilo@enterprisesresidential.org)

Gayle Filo is president of Enterprise Residential, Enterprise Community Development's property management company. Gayle has over 30 years of experience in managing affordable and conventional apartment communities, as well as privatized military housing, commercial real estate, condominiums, and HOAs. She has managed numerous acquisitions, dispositions, new construction lease-ups, and renovations, holding senior leadership positions at several companies.

Gayle has a bachelor's degree from Bryn Mawr College, and she has earned various professional certifications including the Certified Property Manager (CPM) designation through IREM including: Certified Defense Privatization Manager (CDPM Levels I & II) designation through PHMA/IREM/NAA; and the Certified Manager of Community Associations (CMCA) designation. Gayle is also a Certified Occupancy Specialist. She is on the Board of Directors for the local chapter of IREM and an active member of the Maryland Affordable Housing Coalition (MAHC) Property Management Committee.



**Ned Howe**

**VP, New Business**

410.230.2117

[nhowe@ecdcommunities.org](mailto:nhowe@ecdcommunities.org)

Ned Howe is vice president of new business for Enterprise Community Development, Inc. In this role, he manages and supports development staff through the entitlement process and pursues new development opportunities for rental and homeownership communities throughout the Mid-Atlantic region. In his seven years with Enterprise Homes, Ned has been instrumental in land acquisition and development of affordable and market rate communities. Several of these developments, such as The Greens at Irvington Mews and The Greens at Hammonds Lane, have earned awards of distinction from industry publications and organizations.

Prior to joining Enterprise, Ned was the vice president of land development for the Maryland division of Beazer Homes Corp., a national homebuilder. At Beazer, Ned managed the land development department to support annual home sales of 400 to 600+ units. Two of Ned's projects earned land development awards of achievement from the Home Builders Association of Maryland.

Ned's experience also includes over 16 years of site planning, civil engineering and environmental engineering for municipal, residential, commercial, institutional and industrial development projects throughout the metropolitan Baltimore and Mid-Atlantic regions, as a consulting engineer with KCW Engineering Technologies, Inc.

He is a licensed professional engineer with a bachelor's degree in civil engineering from the Georgia Institute of Technology, a master's degree in environmental engineering from Johns Hopkins University, and an executive M.B.A. from Loyola University. Ned serves on the board of directors of Habitat for Humanity of the Chesapeake, which operates in the Baltimore/Annapolis metropolitan area, and is a travel baseball coach for the Catonsville Cubs.



## Shelynda Brown

### VP, Real Estate

202.885.9552

[sbrown@ecdcommunities.org](mailto:sbrown@ecdcommunities.org)

As the VP of Real Estate Development, Shelynda Brown has worked in the affordable housing finance industry for over 20 years and has managed projects comprising over 3100 units totaling over \$390 million in development costs. She is responsible for leading and managing high performance teams, business development as well as aspects of acquisitions and redevelopment projects undertaken by Enterprise Community Development. Mrs. Brown has built and sustain strong relationship with existing and potential capital providers, including lenders, equity investors, foundations, and public housing finance entities.

A few notable projects she led are The Rosa and The Van de Vyver in Richmond, VA, the newly opened Baker School Senior Apartments also in Richmond, VA, Naples Manor in Silver Spring, MD, and Mayfair Mansions in Washington D.C.

Shelynda received her M.B.A. from University of Georgia-Terry College of Business and B.S.B.A. from University of Nevada, Las Vegas. Her professional affiliations include Urban Land Institute on the Affordable Workforce Housing Product Council, Women of Color in Community Development as Vice President, African American Real Estate Professionals, and Housing Association of Non- Profit Developers (HAND).



## Stacie Birenbach

### Senior Director, Real Estate Development

202.885.9561

[sbirenbach@ecdcommunities.org](mailto:sbirenbach@ecdcommunities.org)

Stacie Birenbach is a Senior Director of Real Estate Development with Enterprise Community Development where she leads staff in managing development functions from initial feasibility through completion. She joined ECD's predecessor organization in 2012 and managed the development or repositioning of more than 1,000 affordable homes with more than \$100 million in total development costs. She brought extensive local and national affordable housing finance experience to this role having previously served at the District of Columbia's Department of Housing and Community Development and at the Local Initiatives Support Corporation. Stacie began her community development career as a Peace Corps Volunteer in Latvia where she led the creation of a regional support center for non-governmental organizations which is still active after 20 years.

She is a Certified Public Manager and Lean Six Sigma Green Belt. Stacie holds an MPA with a focus on urban policy and nonprofit management from the School of International and Public Affairs at Columbia University and a BA in Spanish and International Studies from Emory University. She currently serves on the Board of the Coalition of Nonprofit Housing and Economic Development.



## Matt Engel

### Senior Director, Real Estate Development

301.960.9783

[mengel@ecdcommunities.org](mailto:mengel@ecdcommunities.org)

Matt Engel, Senior Director, Real Estate Development, has over fifteen years of progressive experience in the field of affordable housing development. He has developed over 1000+ units of mixed income housing at a project value of over \$300 million. Mr. Engel works on all aspects of the acquisition, preservation, and redevelopment of projects undertaken by ECD. Mr. Engel is an expert on public-private-partnerships and mixed-income, mixed-use housing. His experience includes rental housing, for sale housing, and neighborhood scale commercial development

Mr. Engel was the lead developer on several award-winning real estate projects. He led the development of The Rosa and The Van de Vyver, two new construction projects in the Historic Jackson Ward of Richmond, VA. The project won Virginia Housing's Inclusive Community Award and Affordable Housing Finance's Editor's Choice Award. Mr. Engel also led the development of the Lake Anne House project, an eight-story concrete and steel construction senior building in Reston, VA. At ECD, Mr. Engel also works on a variety of the redevelopment of a number of projects in the District of Columbia and Maryland market.

Prior to ECD, Mr. Engel worked as a Vice President of Construction at a neighborhood based nonprofit developer and as a Project Manager at a privately held commercial development company. Mr. Engel was active in the development of two large scale HOPE VI revitalization projects in Washington, D.C.

Mr. Engel graduated Cum Laude from Carleton College in Northfield, MN and resides in Silver Spring, MD. He is a member of the Housing Association of Nonprofit Developers (HAND).



**Kathleen Kramer**

**Real Estate Development Manager**

804.658.5889

[kkramer@ecdcommunities.org](mailto:kkramer@ecdcommunities.org)

Kathleen Kramer, Real Estate Development Manager, is a community development and real estate professional experienced in single- and multi-family affordable housing development in the Mid-Atlantic region. Throughout her seven+ years of working within the field of affordable housing, she has demonstrated experience in leveraging resources, collaborating with partners, and applying solutions-based methods to create increased opportunities for affordable housing. While working at ECD, she has managed or assisted with all phases of the development process for affordable and multi-income housing communities across Virginia and Maryland. Prior to working at ECD, Ms. Kramer worked as a federal entitlement grants manager for Chesterfield County's Department of Community Enhancement for over five years.

Ms. Kramer graduated with her Bachelor of Arts from James Madison University and her Master of Urban and Regional Planning from Virginia Commonwealth University. She currently serves as Membership Chair on Historic Richmond's Junior Board; Chair of the Greater Richmond Continuum of Care's Ranking Committee; and is an active member of the Richmond Community Development Alliance (RCDA). She resides in Richmond, VA.

**Attachment 15: Joint Ventures Between ECD predecessor organizations and For-Profit Companies**

<b>ECD Predecessor Organization</b>	<b>Development Name</b>	<b>Location</b>	<b>Date of LIHTC Application</b>	<b>Nonprofit Role</b>	<b>Ownership -LP</b>	<b>Nonprofit Ownership</b>	<b>Name/Principal of Joint Venture Partner</b>	<b>Name/Principal of General Contractor</b>	<b>Name/Principal of Management Agent</b>	<b>Result of Application</b>	<b>Current Status of Development</b>
Community Housing, Inc.	The Residences at Wiley H. Bates Heritage Park	1103 Smithville St Annapolis, MD	2003	Lead Developer	Bates School LP	80% of General Partner Interest	Northern Real Estate Urban Ventures / Gina Merritt	Hamel Builders / Phil Gibbs	Edgewood Management Corporation / Gene Ford, Jr.	Awarded Tax Credits	Completed
Community Housing, Inc	Wardman Court (f.k.a. Clifton Terrace)	1350 Clifton St NW Washington, DC	2000	Co-Developer	Clifton Terrace LP	50% of General Partner Interest	Michaels Development Group / Michael Levitt	Earnest Bock & Sons / Thomas Bock	Interstate Realty Management / Michael Levitt	Awarded Tax Credits	Completed
Community Housing, Inc	The Overlook at Oxon Run (f.k.a. Parkside Terrace)	3700 9th St SE, Washington, DC	2006	Lead Developer	Parkside Terrace Development Limited Liability Corporation	80% of General Partner Interest	Crawford Edgewood Managers, Inc. / H.R. Crawford	Harkins Builders, Inc. / Mike Ibrahim	Edgewood Management Corporation / Gene Ford, Jr.	Awarded Tax Credits	Completed
Enterprise Homes, Inc.	Red Run Station	10700 Red Run Boulevard Owings Mills, MD	2014	Co-Developer	Red Run Station, LP	51% of General Partner Interest	Pax-Edward, LLC / Jeffrey D. Paxson, President	Whiting Turner / Don Hanky, Vice President	Enterprise Residential / Gayle Filo	Awarded Tax Credits	Completed
Enterprise Homes, Inc.	Hollins Station	4374 Hollins Ferry Road Lansdowne, MD	2014	Co-developer and managing member	Hollins Place Limited Partnership	EHC Hollins, LLC (EHI is sole member)- 51% Pax-Edwards, LLC - 49%	Pax-Edwards, LLC Jeff Paxson, President	Southway Builders Paul Littman, President	Severn Management Company, LLC Arthur Edwards, Jr., President	Awarded Tax Credits	Completed
Enterprise Homes, Inc.	Riverwoods at Northeast	125 Railroad Lane North East, MD	2012	Co-developer and managing member	Riverwoods at Northeast Limited Partnership	EHC Riverwoods, LLC (EHI) - 51% Osprey Property Company, LLC - 49%	Osprey Property Company Brian Lopez, Vice President	Harkins Builders Richard Lombardo, President	Habitat America LLC Catherine Murphy, President	Awarded Tax Credits	Completed

Enterprise Homes, Inc.	Park Heights Place	5430 Park Heights Avenue Baltimore, MD	1998	Co-developer and minority owner	Original LP purchased by GP at 15 year compliance period	EHP Park Heights GP, LLC (EHI) - 49% A&R Development Corporation - 51%	A&R Development Corporation Theo Rodgers, President	Harkins Builders Richard Lombardo, President	Habitat America LLC Catherine Murphy, President	Awarded Tax Credits	Completed
Enterprise Homes, Inc.	Chestertown Landing	100 Schooner Way Chestertown, MD	1999	Co-developer and minority owner	Original LP purchased by GP at 15 year compliance period	EHC Chestertown, LLC (EHI) - 20% First Chestertown Partners, LLC - 80%	Gilman Development Company, Martha Gilman, Vice President		Cornell Management, Inc. Martha Gilman, Vice President	Awarded Tax Credits	Completed
Enterprise Homes, Inc.	Wheeler Creek	900 Varney St SE, Washington, DC	1999	Co-developer	Wheeler Creek Limited Partnership. Ownership and Lease to own product: eventually all units purchased.	Valley Green LLC (A&R Development Corporation); Wheeler Creek Estates Community Development Corporation	A&R Development Corporation Theo Rodgers, President	Harkins Builders Richard Lombardo, President	A & R Management, Inc. Marjorie Rodgers, Executive VP	Awarded Tax Credits	Completed
Enterprise Homes, Inc.	Heritage Crossing	633 Perkins Street Baltimore, MD	2001	Co-developer and owner	Heritage Crossing Limited Partnership	Enterprise A&R Joint Venture I	A&R Development Corporation Theo Rodgers, President	Harkins Builders Richard Lombardo, President	Edgewood Management Corporation Cindy Sanquist, President & CEO	Awarded Tax Credits	Completed

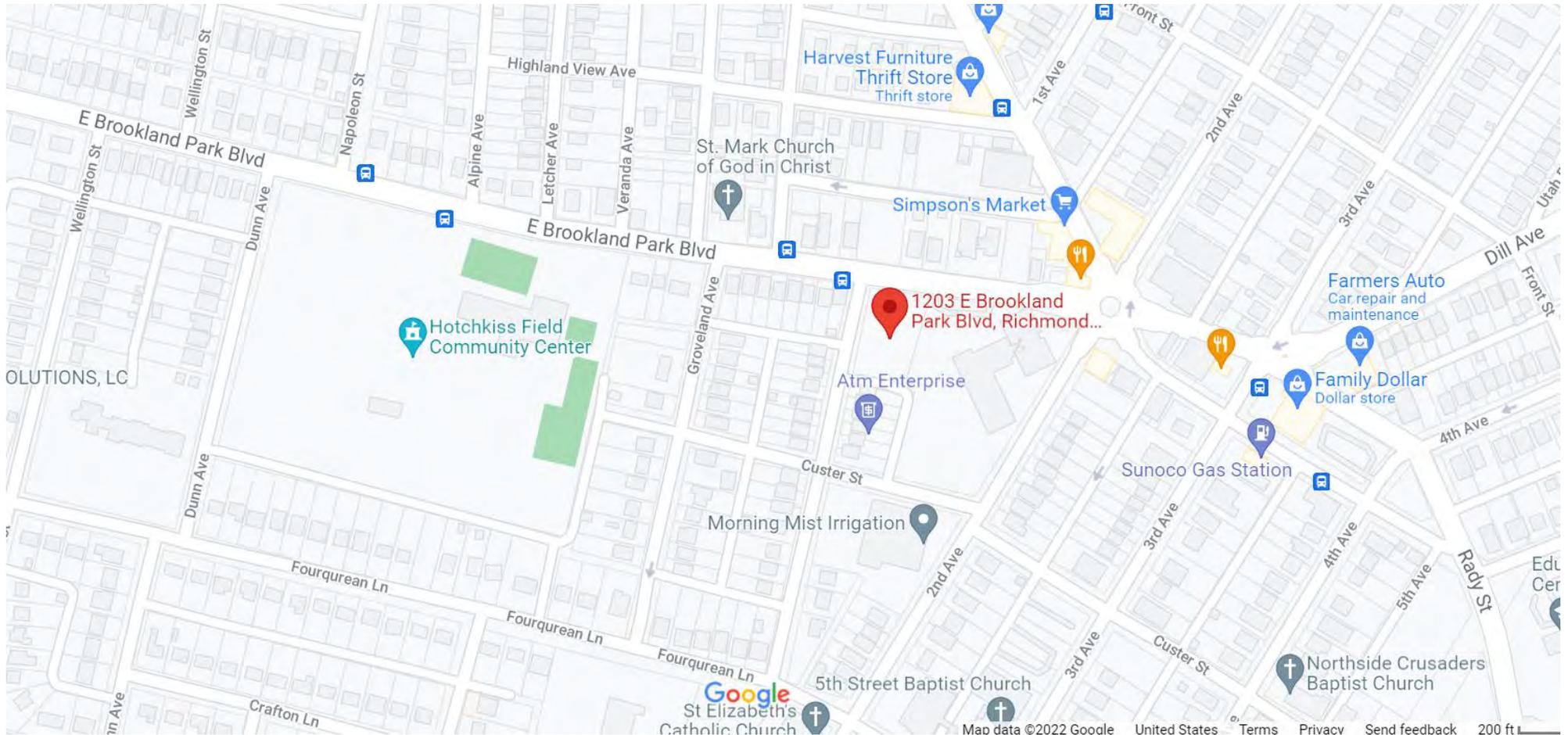
# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

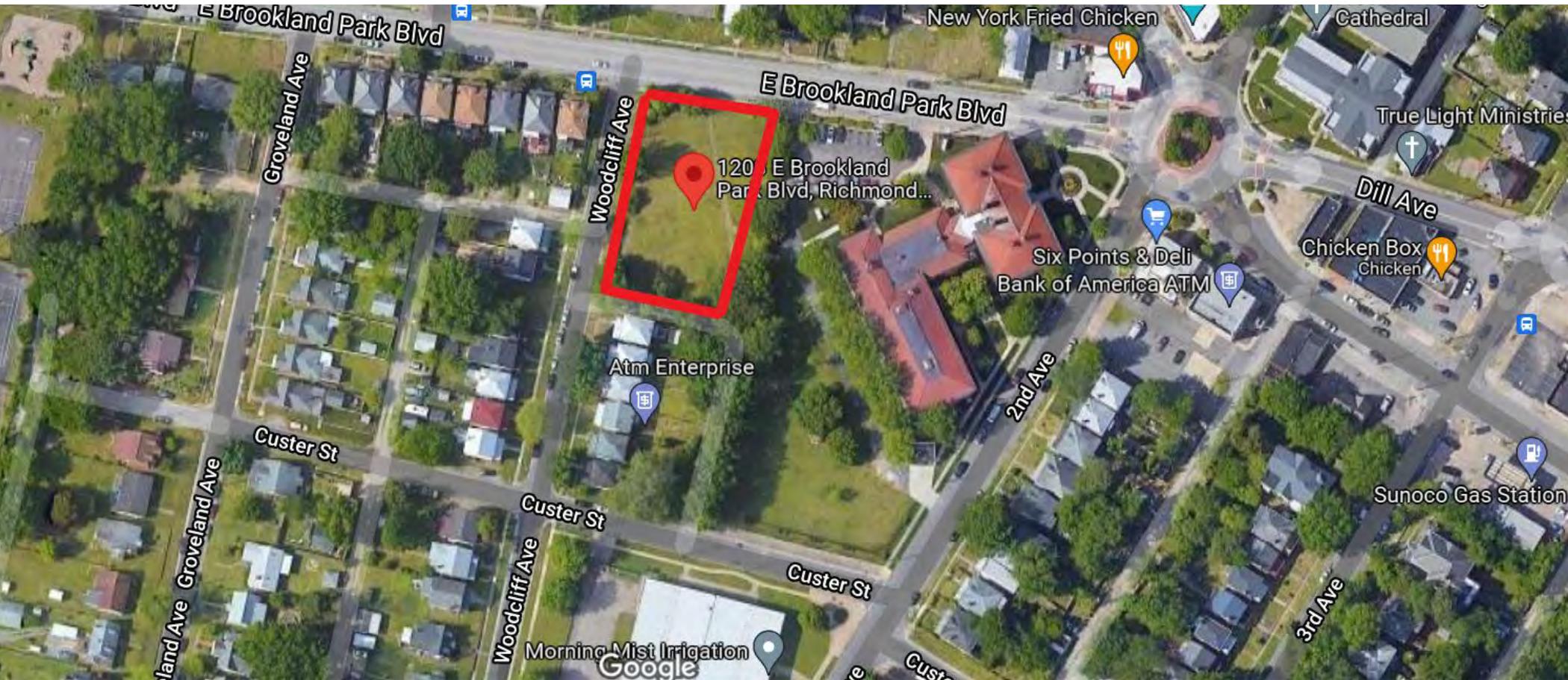
Not Applicable

# Tab K:

Documentation of Development Location:



**Tab K Location Map of 1203 East Brookland Park Blvd., Richmond, VA 23222**



Tab K. Location Map of 1203 East Brookland Park Blvd, Richmond, VA 23222

# **Tab K.1**

Revitalization Area Certification

INTRODUCED: February 27, 2023

A RESOLUTION No. 2023-R013

To designate the property known as 1203 East Brookland Park Boulevard as a revitalization area pursuant to Va. Code § 36-55.30:2.

\_\_\_\_\_  
Patrons – Mayor Stoney (By Request), Ms. Jordan and Ms. Lambert

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: MARCH 13 2023 AT 6 P.M.

WHEREAS, pursuant to section 36-55.30:2 of the Virginia Housing Development Authority Act (the “Act”), as set forth in sections 36-55.24 through 36-55.52 of the Code of Virginia (1950), as amended, the governing bodies of localities may by resolution designate an area within such locality as a revitalization area for the purpose of facilitating financing by the Virginia Housing Development Authority to assist private entities with the development of mixed use and mixed income projects; and

WHEREAS, pursuant to the Act, in order to designate an area as a revitalization area, the local governing body must determine that, with respect to such area, (i) the industrial, commercial or other economic development of such area will benefit the city but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational,

AYES: 9 NOES: 0 ABSTAIN: \_\_\_\_\_

ADOPTED: MAR 13 2023 REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

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; and

WHEREAS, the Council believes that the property known as 1203 East Brookland Park Boulevard, identified as Tax Parcel No. N000-0917/006 in the 2023 records of the City Assessor and as shown on the survey entitled “‘ALTA/NSPS Land Title Survey’ Showing a Parcel Totaling 0.608 Acres of Land Bounded By E. Brookland Park Blvd., Woodcliff Ave., and ±15’ Public Alley, City of Richmond,” prepared by Timmons Group, and dated May 5, 2021, a copy of which is attached to this resolution, is an area (i) for which the industrial, commercial or other economic development of such area will benefit the city 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) in which 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; and

WHEREAS, the Council believes that it is in the best interests of the citizens of the City of Richmond that the Council designate the aforementioned property as a revitalization area pursuant to section 36-55.30:2 of the Code of Virginia (1950), as amended;

NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RICHMOND:

That the Council hereby designates the property known as 1203 East Brookland Park Boulevard, identified as Tax Parcel No. N000-0917/006 in the 2023 records of the City Assessor and as shown on the survey entitled “ALTA/NSPS Land Title Survey’ Showing a Parcel Totaling 0.608 Acres of Land Bounded By E. Brookland Park Blvd., Woodcliff Ave., and ±15’ Public Alley, City of Richmond,” prepared by Timmons Group, and dated May 5, 2021, a copy of which is attached to this resolution, as a revitalization area pursuant to section 36-55.30:2 of the Code of Virginia (1950), as amended.

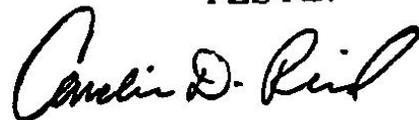
BE IT FURTHER RESOLVED:

That the Council hereby determines that the industrial, commercial or other economic development of the area consisting of the aforementioned property will benefit the city, but that 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.

BE IT FURTHER RESOLVED:

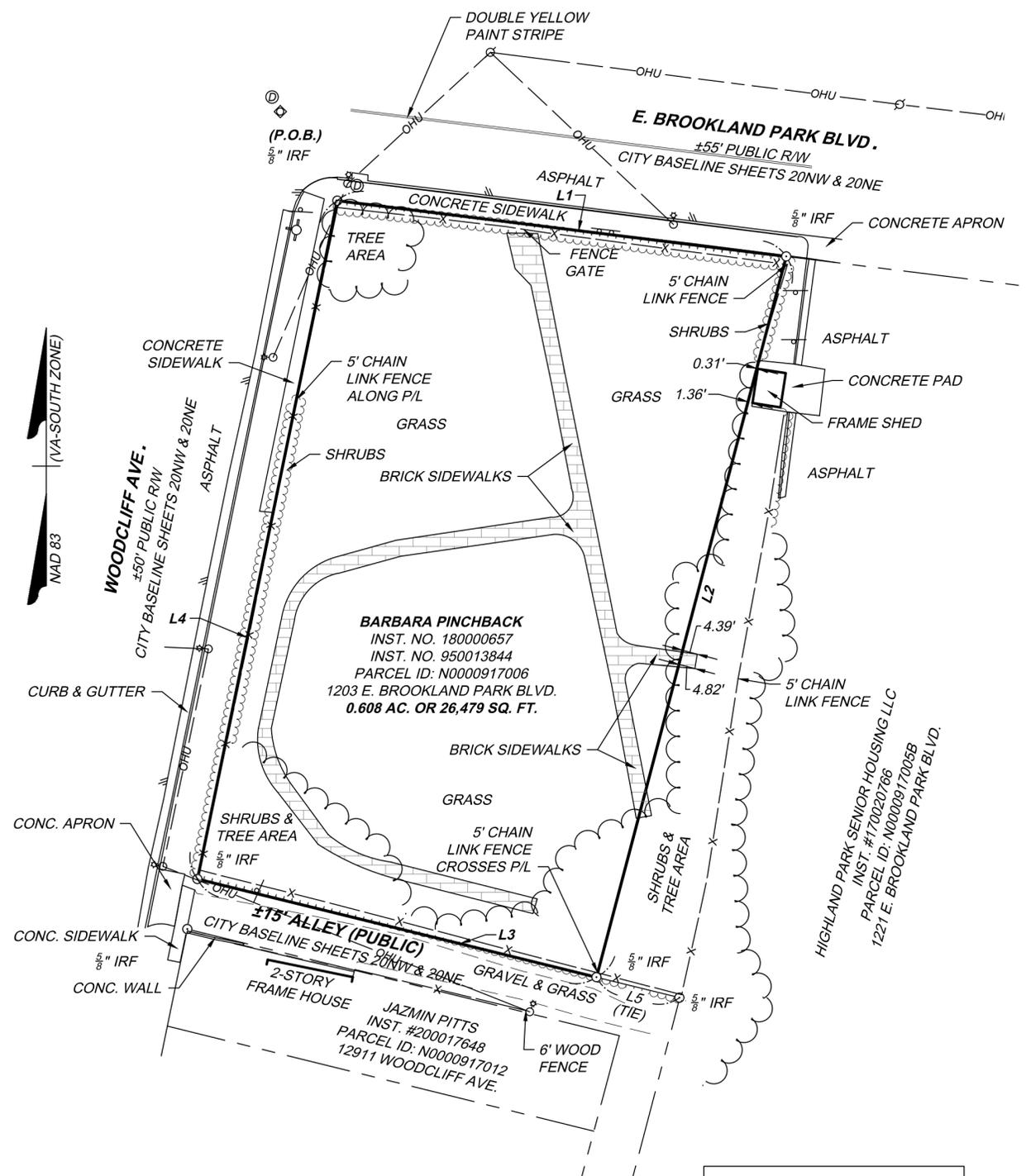
That the Council hereby determines that the aforementioned property consists of an area in which private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet 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.

**A TRUE COPY:  
TESTE:**



**City Clerk**

Y:\901148145-Pinchback\_ALTA\_Design\DWG\48145V-XPSURV.dwg | Plotted on 5/5/2021 1:02 PM | by Luke Turner

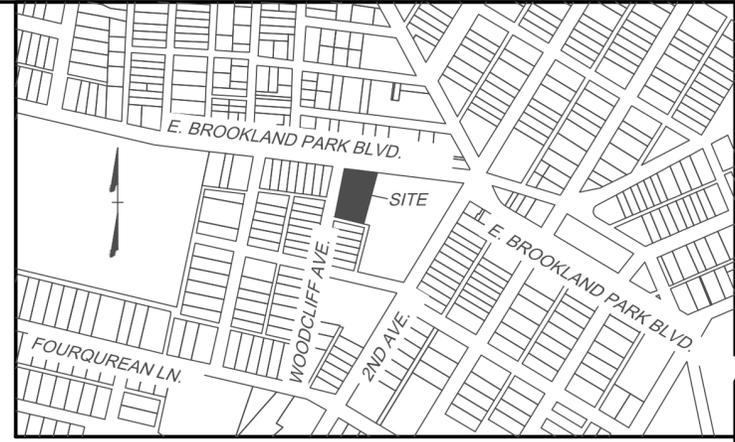


**GENERAL NOTES:**

**OWNER INFORMATION:**  
 BARBARA PINCHBACK  
 INST. NO. 180000657  
 INST. NO. 950013844  
 PARCEL ID: N0000917006  
 1203 E. BROOKLAND PARK BLVD.  
 ZONING: (R1-R7) R SINGLE FAMILY VACANT PER GIS

**TOTAL AREA SURVEYED- 0.608 AC. OR 26,479 SQ. FT.**

- THIS PLAT IS BASED ON A CURRENT TIMMONS GROUP FIELD SURVEY. FIELD WORK COMPLETED APRIL 28-30, MAY 3 & 5, 2021.
- THIS PLAT WAS PREPARED WITH THE BENEFIT OF A TITLE BINDER, PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO.: 577364-D-VA-CP-GRS, WITH A COMMITMENT DATE OF APRIL 22, 2021 AT 12:00 A.M. THERE ARE NO SCHEDULE B, PART II EXCEPTIONS THAT ARE OF A SURVEY MATTER OR TO BE PLOTTED GRAPHICALLY ON SURVEY.
- NO BUILDINGS OBSERVED ON THE SURVEYED PREMISE.
- THE PROPERTY LIES WITHIN ZONE "X" PER FLOOD INSURANCE MAP 5101290033D, EFFECTIVE DATE OF APRIL 2, 2009.
- THE PREMISES HAS NO MARKED PARKING SPACES.
- ZONED (R1-R7) R SINGLE FAMILY VACANT PER GIS. NO ZONING REPORT OR LETTER HAS BEEN PROVIDED. SEE CITY OF RICHMOND SECTION 30-400 THROUGH SECTION 30-413.9 FOR SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE RESTRICTIONS, AND PARKING REQUIREMENTS.



**VICINITY MAP**  
SCALE: 1"=500'

**LEGAL DESCRIPTION (PER COMMITMENT):**

SCHEDULE C

THE LAND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF RICHMOND AND COMMONWEALTH OF VIRGINIA, TO-WIT:

FROM A ROD MARKING THE SOUTHWEST OF SECOND AVENUE AND EAST BROOKLAND PARK BOULEVARD RUN NORTH 82° 19' 01" WEST ALONG THE SOUTHERLY LINE OF EAST BROOKLAND PARK BOULEVARD FOR 350.40' TO A ROD MARKING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, CONTINUE NORTH 82° 19' 01" WEST ALONG THE SOUTHERLY LINE OF EAST BROOKLAND PARK BOULEVARD FOR 132.10' TO A ROD MARKING THE SOUTHEAST CORNER EAST BROOKLAND PARK BOULEVARD AND WOODCLIFF AVENUE FOR 202.97' TO A ROD ON THE NORTHERLY LINE OF AN ALLEY 14.91' WIDE; THENCE RUN SOUTH 75° 30' 35" EAST ALONG THE NORTHERLY LINE OF SAID ALLEY FOR 119.98' TO A ROD; THENCE RUN NORTH 15° 17' 36" EAST FOR 210.49' TO THE POINT OF BEGINNING. CONTAINING 0.61 ACRES.

BEING THE SAME REAL ESTATE CONVEYED TO MELFORD L. PINCHBACK BY DEED FROM RAYMOND L. WILLIAMS DATED JULY 31, 1995, AND FILED FOR RECORD ON AUGUST 1, 1995, AS INSTRUMENT NO. 950013844, IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF RICHMOND, VIRGINIA.

THE SAID MELFORD L. PINCHBACK, ALSO KNOWN AS MELFORD LEE PINCHBACK, DIED INTESTATE ON OR ABOUT MARCH 26, 2018, LEAVING AS HIS SOLE HEIR AT LAW HIS WIFE, BARBARA PINCHBACK, AS EVIDENCED BY THAT CERTAIN REAL ESTATE AFFIDAVIT DATED AND FILED FOR RECORD ON AUGUST 10, 2018, AS INSTRUMENT NO. 180000657, IN THE AFORESAID CLERK'S OFFICE.

**DESCRIPTION OF 0.608 ACRES (PER SURVEY):**

0.608 ACRE PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" IRON ROD AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF EAST BROOKLAND PARK BOULEVARD AND THE EAST RIGHT-OF-WAY LINE OF WOODCLIFF AVENUE AND LABELED P.O.B. HEREON.

THENCE, ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST BROOKLAND PARK BOULEVARD, S 82°53'51" E, 132.12 FEET TO FOUND 5/8" IRON ROD;

THENCE, LEAVING THE SOUTH RIGHT-OF-WAY LINE OF EAST BROOKLAND PARK BOULEVARD, S 14°42'19" W, 218.44 FEET TO FOUND 5/8" IRON ROD ON THE NORTH RIGHT-OF-WAY LINE OF A +/-15' PUBLIC ALLEY;

THENCE, ALONG THE NORTH RIGHT-OF-WAY LINE OF A +/-15 FOOT PUBLIC ALLEY, N 76°07'42" W, 120.05 FEET TO A FOUND 5/8" IRON ROD ON THE EAST LINE OF WOODCLIFF AVENUE;

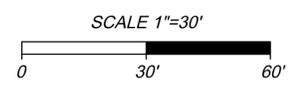
THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF WOODCLIFF AVENUE, N 11°37'12" E, 203.00 FEET TO THE TRUE AND ACTUAL POINT OF BEGINNING AND CONTAINING 0.608 ACRES OR 26,479 SQUARE FEET OF LAND, MORE OR LESS.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S82°53'51"E	132.12'
L2	S14°42'19"W	218.44'
L3	N76°07'42"W	120.05'
L4	N11°37'12"E	203.00'
L5	S76°07'42"E	25.08'

**LEGEND:**

- IRON ROD FOUND-IRF
- UTILITY POLE
- LIGHT POLE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- SIGN
- 2-POST SIGN
- SANITARY SEWER M.H.
- DRAINAGE M.H.

CONC.=CONCRETE  
P/L=PROPERTY LINE



THIS DRAWING PREPARED AT THE  
**CORPORATE OFFICE**  
 1001 Boulders Parkway, Suite 300 | Richmond, VA 23225  
 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

YOUR VISION ACHIEVED THROUGH OURS.

Technology  
Infrastructure  
Residential  
Site Development



**"ALTA/NSPS LAND TITLE SURVEY"**  
 SHOWING A PARCEL TOTALING 0.608 ACRES OF LAND BOUNDED BY E. BROOKLAND PARK BLVD., WOODCLIFF AVE., AND ±15' PUBLIC ALLEY  
 CITY OF RICHMOND

CITY OF RICHMOND, VA	
DATE: MAY 5, 2021	SCALE: 1"=30'
SHEET 1 OF 1	J.N.:48145
DRAWN BY: LMT	CHECK BY: GFD
SURVEYOR'S EMAIL: LUKE.TURNER@TIMMONS.COM	

**SURVEY CERTIFICATION:**

FIDELITY NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 8, 9, 13 AND 14 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 5, 2021.

DATE: \_\_\_\_\_  
 SURVEYOR: \_\_\_\_\_ LICENSE NUMBER: VA # 003304

**TIMMONS GROUP**

# **Tab K.2**

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



**TIMMONS GROUP**  
YOUR VISION ACHIEVED THROUGH OURS.

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 3/4/24

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request

Name of Development 1203 East Brookland Park Blvd.

Name of Owner 1203 E Brookland 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 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; **OR**

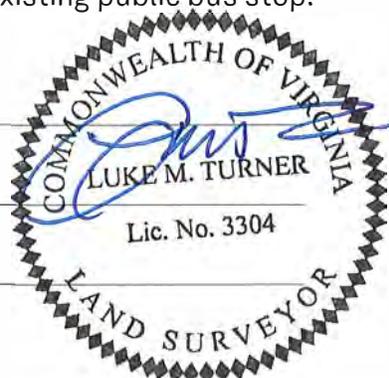
1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.

Firm Name Timmons Group, INC.

By [Signature]

Its Luke M. Turner

Title



# Tab L:

PHA / Section 8 Notification Letter

### PHA or Section 8 Notification Letter

If you have any questions, please contact the Tax Credit Department at [taxcreditapps@virginiahousing.com](mailto: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 3/4/2024

To Kenyatta Green  
Interim Chief Operating Officer  
kenyatta.green@rrha.com

RE: Proposed Affordable Housing Development

Name of Development 1203 East Brookland Park Blvd.

Name of Owner 1203 E Brookland 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 October 2025 (date).

### **The following is a brief description of the proposed development:**

Development Address 1203 East Brookland Park Boulevard, Richmond, VA 23222

### Proposed Improvements:

- New Construction: 43 #Units 1 #Buildings
- Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings
- Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings

### Proposed Rents:

- Efficiencies: \$ \_\_\_\_\_ /month
- 1 Bedroom Units: \$ 859-1361 /month
- 2 Bedroom Units: \$ 1019-1505 /month
- 3 Bedroom Units: \$ 1167-1936 /month
- 4 Bedroom Units: \$ \_\_\_\_\_ /month

### Other Descriptive Information:

43-unit development in one four-story building with two elevators. The development is located in the Highland Park neighborhood in Richmond near the Six Points intersection. It is located within close proximity to Hotchkiss Park, community centers, churches of various denominations, and on the GRTC busline.

# 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 (301) 960 - 9783 .

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

Sincerely yours,

Name Matt Engel

Title Senior Director, Real Estate Development

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

Seen and Acknowledged By DocuSigned by: *Kenyatta Green*  
4D7E0A7E813B4C4...

Printed Name: Kenyatta Green

Title SVP, Affordable Housing

Phone 804-780-3491

Date 03-07-2024 | 3:57 PM EST

# Tab M:

Intentionally Blank

# **Tab N:**

Homeownership Plan

Not Applicable

# **Tab O:**

Plan of Development Certification Letter

Not Applicable

# Tab P:

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

Not Applicable

# **Tab Q:**

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



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

(O) (804) 780-4200  
TTY: Dial 7-1-1

[info@rrha.com](mailto:info@rrha.com)  
[www.rrha.com](http://www.rrha.com)

**Interim Chief Executive Officer**  
Sheila Hill-Christian

**Board of Commissioners**  
Dr. Basil I. Gooden, Chairman,  
Barrett Hardiman, Vice Chairman  
Veronica G. Blount,  
W.R. “Bill” Johnson, Jr.  
Charlene Pitchford  
Patrice Shelton, CCHWSr  
Edward L. Jackson, Jr.  
Harold Parker, Jr.

June 29, 2022

**Enterprise Community Development**

**Attn: Shylenda Brown**  
**8403 Colesville Road Ste. 1150**  
**Silver Spring, MD 20910**  
[sbbrown@ecdcommunities.org](mailto:sbbrown@ecdcommunities.org)

**RE: RRHA RFP 2021-25 Project Based Vouchers – 1203 East Brookland Park Blvd. (Revised)**

Dear Ms. Brown:

Thank you for responding to Richmond Redevelopment and Housing Authority’s Request for Proposal No. RRHA-RFP-2021-25 for Project Based Vouchers (PBVs) issued on **November 23, 2021**. In response to your proposal, I am pleased to inform you that you have been awarded **8** PBVs for your project located at **1203 East Brookland Park Blvd., Richmond, VA 23222**. The term of the PBVs will be for 15 years subject to the execution of a HAP contract. This commitment is in effect from March 1, 2022 – March 1, 2024 (two years) subject to your satisfactory compliance with the terms and conditions stipulated in the aforementioned RFP.

In addition, you indicated in that your project was applying for Low Income Housing Tax Credits (LIHTCs) through Virginia Housing. This commitment is contingent upon receiving an allocation of Low Income Housing Tax Credits no later than December 31, 2023. If you do not receive an allocation of tax credits or execute the HAP contract by the defined deadlines, you will be required to request PBVs from RRHA by any open available method, i.e. a future RFP for competitive award of PBVs.

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

Sincerely,  
DocuSigned by:

309ED43056AF4F6...  
Arthur J. Walker, CPPO

Director of Procurement and Contract Administration

CC: Kenyatta Green, RRHA  
Alan Biller, ECD



# **Tab R:**

Documentation of Utility Allowance calculation



February 22, 2023

Kathleen Kramer  
Enterprise Community Development  
875 Hollins St.  
Baltimore, MD 21201  
kkramer@ecdcommunities.org

RE: Preliminary Utility Allowance for 1203 East Brookland Park Blvd.

Dear Ms. Kramer,

Please see the following Preliminary Utility Allowance (UA) for 1203 East Brookland Park Blvd. located in Richmond, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity: Dominion Energy  
Water: City of Richmond DPU  
Sewer: City of Richmond DPU

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

PRELIMINARY UA*			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	\$ 18.44	\$ 20.66	\$ 22.30	N/A
Air Conditioning	Electric	Tenant	N/A	\$ 6.85	\$ 9.50	\$ 12.19	N/A
Cooking	Electric	Tenant	N/A	\$ 4.54	\$ 6.57	\$ 8.61	N/A
Other Electric	Electric	Tenant	N/A	\$ 17.15	\$ 23.86	\$ 30.58	N/A
Hot Water	Electric	Tenant	N/A	\$ 11.03	\$ 14.07	\$ 17.12	N/A
Water	-	Tenant	N/A	\$ 33.27	\$ 41.87	\$ 50.48	N/A
Sewer	-	Tenant	N/A	\$ 48.86	\$ 63.32	\$ 77.79	N/A
Trash	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
Total UA costs (Unrounded)			\$ -	\$ 140.15	\$ 179.87	\$ 219.05	\$ -

\*Allowances only for New Construction units at 1203 East Brookland Park Blvd. as an ENERGY STAR project with Larger Apartment Bldgs. (5+ units) and Electric Heat Pump space heating. Due to rounding, the amounts for the UA components may not add up to the Total UA amount.

The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets.

Sincerely,

*Katy Maher*

Katy Maher  
Project Manager

# **Tab S:**

Supportive House Certification and/or  
Resident Well Being MOU

## **Tab S: Supportive Housing Certification**

1. Virginia Housing Permanent Supportive Housing Services Certification
2. Documentation of PSH Experience
3. DBHDS MOU Review and Decision
4. DBHDS Resident Service Provider Checklist (RSPC)
5. MOU between Enterprise Community Development, Inc and Commonwealth Catholic Charities
6. Council of Accreditation Documentation – Commonwealth Catholic Charities
7. Certified Organization for Resident Engagement & Services (CORES) Certification – Enterprise Community Development, Inc.
8. Telehealth Services Commitment
9. Letter of Support – Health Brigade
10. Letter of Support - Virginia Telemental Health Initiative (VTMHI)
11. Letter of Support - Capital Area Health Network (CAHN)
12. Telehealth Marketing Information

### Virginia Housing Permanent Supportive Housing Services Certification

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

Best practices are described by the U.S. Department of Health and Human Services:

<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

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

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.
3. Describe your target population(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. List the types of supportive services to be offered: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Who will be providing supportive services? \_\_\_\_\_  
\_\_\_\_\_
6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services? \_\_\_\_\_ %

In addition, I/we certify the following:

#### **Services**

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

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

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

## Appendices continued

### Housing

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

Owner/Applicant \_\_\_\_\_

Service Provider \_\_\_\_\_

By  \_\_\_\_\_

By  \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Title

Title

SVP, Real Estate Development at Enterprise Community Development, Inc., its Sole Member of Managing Member



1601 Rolling Hills Drive  
Richmond, Virginia 23229  
804.285.5900 • cccofva.org

## Commonwealth Catholic Charities Permanent Supportive Housing Experience

Commonwealth Catholic Charities has operated two distinct permanent supportive housing programs supporting extremely low-income Virginians for nearly a decade.

**Housing Opportunities for Persons with AIDS** (Norton, Petersburg, Richmond) CCC provides a combination of long term or short term housing subsidies and comprehensive case management services to assist low income persons living with HIV or AIDS establish or maintain stability in housing, acquire the resources and supports necessary to maintain housing, and access the health and supportive services necessary to thrive in their communities. HOPWA assisted units are scattered site and supported by a dedicated team of case workers and leverage the internal assistance of CCC's Housing Counselors and Workforce Development teams for financial literacy and employment assistance.

**Crater PSH (Petersburg)** CCC provides chronically homeless individuals and individuals with serious mental illness with housing-focused case management, housing location assistance, and ongoing connections to community resources combined with a deep, permanent housing subsidy to enable long term homeless individuals with disabilities to move from the streets or emergency shelter to permanent housing. Crater PSH assisted units are scattered site and supported by a dedicated team of case workers and leverage the internal assistance of CCC's Housing Counselors and Workforce Development teams for financial literacy and employment assistance.



## Enterprise Community Development Supportive Housing Experience

Enterprise Community Development's Resident Services department has supported residents living in permanent supportive housing as outlined below:

**Randle Hill Apartments** (Multi-Family; Washington, DC) Enterprise Resident Services has coordinated with two third-party organizations who have provided case management services for 16 households residing in on-site PSH units. We recently transitioned case management from Edgewood/Brookland Family Support Collaborative to CORE DC based on PSH contracts managed through DC Department of Human Services. CORE DC's Permanent Supportive Housing Program provides individuals and families with case management services that help address barriers to securing, and sometimes maintaining, housing. CORE DC's Case Managers work with clients to create enabling conditions to achieve and maintain their housing by complying with lease provisions and local laws and achieve the highest level of client-driven goals possible to improve their overall quality of life. In 2022 CORE DC Permanent Supportive Housing Program expanded to a capacity of 176 cases that also entailed scatter cases. Additionally, Enterprise Resident Services manages general programming, initiatives, and resources offered to all residents of the community.

**Pipeline: Edgewood Commons V** (Senior; Washington, DC) Enterprise will construct 150 units for low-income seniors, including sixteen PSH units. Through a contract with DC Department of Human Services, a third-party organization will provide case management for the residents of the PSH units. Similar to Randle Hill, Enterprise Resident Services will coordinate with the third-party case management organization and also manage the extension of general resident services offered on-site. Unique to Edgewood V, there will be space for an Adult Medical Day Services (ADS) provider to operate onsite. Any residents, including those in PSH units, who enroll in the ADS program will be extended additional supports to assist them with aging in their homes for as long as possible.

**Special Populations:** Additionally, a number of properties owned/operated by Enterprise have set aside units serving special populations where our Resident Services and Property Management teams coordinate with third-party program providers who provide case management and/or wrap-around services.

Property	Location	Detail
Hollins House	Baltimore, MD	Non-Elderly Disabled
Metro Heights at Mondawmin	Baltimore, MD	Formerly Homeless; Non-Elderly Disabled
Allendale Apartments	Baltimore, MD	Non-Elderly Disabled



### DBHDS MOU Review and Decision

Enterprise Community Development, Inc., Developer of 1203 E. Brookland Park Blvd. Low-Income Housing Tax Credit (LIHTC) Applicant (2024-ASH-03) and Commonwealth Catholic Charities (CCC), Resident Service Provider have partnered together through a Memorandum of Understanding (MOU) to provide onsite resident services to tenants of 1203 E. Brookland Park Blvd., once placed in service. Enterprise Community Development, Inc. has requested DBHDS to review and approve the MOU between the parties as required in Virginia Housing’s (VH) LIHTC Qualified Allocation Plan (QAP) for consideration of the extra point (15) incentive *Resident Well Being*.

The MOU:

- Meets minimum review standards
- Does not meet minimum review standards

Required Evidence of Experience:

- DBHDS affirms that as of the date on this letter, \_\_\_ Resident Service Provider has a DBHDS triennial license, in good standing, with no outstanding corrective action plans.
- LIHTC applicant asserts Service Provider meets other experience criteria to be reviewed by Virginia Housing.
- DBHDS attests/does not attest experience evidenced by receipt of a grant or grants by the service provider for provision of direct services to the development’s residents

DBHDS MOU decision:                       APPROVED                       NOT APPROVED

Name & Title:	Janna Wiener, Housing Services Manager
Signature:	
Date:	3/9/23

## DBHDS Resident Service Provider Checklist (RSPC)

MOU application deadline: February 28, 2023

Technical Assistance is not available March 1-16, 2023

Submit completed checklist and DBHDS license verification to [LIHTC@dbhds.virginia.gov](mailto:LIHTC@dbhds.virginia.gov)

LIHTC Applicant Name & Contact Info	1203 E Brookland LLC; Kathleen Kramer; <a href="mailto:kkramer@ecdcommunities.org">kkramer@ecdcommunities.org</a>
LIHTC Property Name	1203 East Brookland Park Blvd.
LIHTC Property Location	1203 East Brookland Park Blvd., Richmond, VA 23222
Virginia Housing ID#	2024-ASH-03

1. Are you intending to serve DBHDS Target Populations?

Yes  No

2. If Yes to Question 1, which population do you intend to serve? (Check all that apply)

Persons with Intellectual/ Developmental disabilities (I/DD)

Persons with Serious Mental Illness (SMI)

Persons with Substance Use Disorders (SUDs)

Other Populations Person with Disabilities; Persons who are currently or formerly Homeless

3. Are you applying for the LIHTC ASH Pool?

Yes  No

4. Please list the Resident Services Provider (RSP) selected to include the following:

RSP Organization Name:	Commonwealth Catholic Charities
RSP Address:	1601 Rolling Hills Drive, Richmond, VA 23229
RSP Contact, Phone #, and Email	Anita Wallen, 804.545.5918, <a href="mailto:anita.wallen@cccovfva.org">anita.wallen@cccovfva.org</a>
RSP current service area(s)	Central Virginia, Hampton Roads, Charlottesville, and Southwestern Virginia

Is this RSP the same qualified nonprofit organization qualifying applicant to compete in the nonprofit pool?

Yes  No

5. Which criteria does the Resident Services Provider qualify for?

A DBHDS triennial license, in good standing, with no outstanding corrective action plans

An accreditation or certification (check all that apply):

Commission on Accreditation of Rehabilitation Facilities

Council on Accreditation

Certified Organization for Resident Engagement & Services

Council on Quality and Leadership

CSH Quality Supportive Housing

Other \_\_\_\_\_

Experience evidenced by receipt of a grant or grants by the service provider for provision of direct services to the development's residents

A licensed child-care provider or subsidy

6. What service(s) does the RSP offer and how many years' experience providing the service?

Service: Housing Stability Services Years' Experience: 10+ years experience

Service: Individualized Case Management Years' Experience: 20+ years experience

Service: Assertive Outreach and Engagement Years' Experience: 10+ years experience

Service: \_\_\_\_\_ Years' Experience:   

7. What service(s) does the RSP intend to offer at the LIHTC property?

Service: All of those listed above in #6 Years' Experience: 10+ years experience

Service: \_\_\_\_\_ Years' Experience: \_\_\_\_\_

Service: \_\_\_\_\_ Years' Experience: \_\_\_\_\_

Service: \_\_\_\_\_ Years' Experience:

Memorandum of Understanding between  
**Commonwealth Catholic Charities**  
&  
**Enterprise Community Development, Inc.**  
regarding permanent supportive housing programming and support services  
to be provided at the 1203 East Brookland Park Blvd.

This document constitutes an agreement between **Commonwealth Catholic Charities (CCC)**, a nonprofit organization that provides a continuum of services to individuals and families in the greater Richmond metro area - from street-based outreach services to intensive case management— by building relationships, supporting healing, and fostering independence, and **Enterprise Community Development, Inc (ECD)**, an affordable housing public corporation that develops and manages affordable properties in Richmond, Virginia.

**1. Duration of MOU**

This MOU will be in effect upon signing by all parties and will renew annually by mutual agreement of CCC and ECD. The period of performance may be adjusted and/or extended with the mutual agreement of the parties specified. Any modification of this agreement, however, must be in writing.

**2. Purpose of Agreement**

The purpose of this agreement is to describe the duties and responsibilities of CCC and ECD with respect to the Low-Income Housing Tax Credit (LIHTC) project at 1203 East Brookland Park Blvd.

- 3.** This project will provide up to 7 Permanent Supportive Housing (PSH) units for households at 40% Area Median Income (AMI) and below with additional rent subsidies provided through the Richmond Redevelopment and Housing Authority for a term of at least 15 years. This project will additionally provide a First Leasing Preference for 10% of the project's units towards Virginia Department of Behavioral Health & Developmental Services' (DBHDS) target populations to include persons with Intellectual and/or Developmental Disabilities (I/DD), persons with Serious Mental Illness (SMI), and persons with Substance Use Disorders (SUDs).

**4. Duties and responsibilities of ECD.**

- a. ECD will ensure that the site' management entity, Enterprise Residential, will provide the full range of PSH housing rights to include tenant choice, access, quality, integration, rights of tenancy, affordability, and the coordination between housing and services and delineated roles.
- b. A property manager will be onsite separate from this agreement and stay in regular contact with support services staff to include case managers at CCC.
- c. ECD will ensure that any partnering social service providers are reimbursed for services administered in a timely manner, as applicable.
- d. ECD will designate a staff member to serve as the lead liaison with CCC. Staff will coordinate as needed with DBHDS and CCC to ensure that eligible referrals from DBHDS that meet the FLP are able to have access to Supportive Services.

- e. ECD will ensure that Enterprise Residential pre-screens all applicants for residency according to VA DPOR's Model Policy for Tenant Screening. Screening criteria will be applied consistently to all applicants; consideration of extenuating circumstances will be considered in the screening process.
- f. Affirmative Fair Housing: ECD will ensure that this project will be marketed without regard to race, color, creed, religion, sex, national origin, handicap, familial status, or sexual orientation. All print and online advertisements shall utilize the required statements and symbols of Equal Housing Opportunity and accessibility as required by local, state, and Federal regulations. Additionally, all on-site signs for the purposes of directing prospective tenants to the project shall include the Equal Housing Opportunity Logo. Management shall strive to make the availability of the units known to all demographic groups within the area. Marketing activities will be in accordance with the Affirmative Fair Housing Marketing Plan and Fair Housing Law. All employees will receive training regarding Federal Fair Housing and Section 504 Laws.
- g. ECD will ensure that Enterprise Residential will give a sixty (60) day Notice of Availability of a PSH to the appointed CCC Case Manager(s) after receiving the initial notice to vacate from the departing resident. If no referral is received within the 60-day period, the PSH unit will be leased to the first income- eligible potential resident with a documented disability. If there is no income- eligible potential resident with a documented disability, the PSH unit will be leased to the first available income- eligible resident.

#### **4. Duties and Responsibilities of Commonwealth Catholic Charities**

- a. CCC Case Managers will refer interested persons who meet the project criteria to 1203 East Brookland Park Blvd.
- b. CCC Case Managers will assist potential 1203 East Brookland Park Blvd tenants with completing necessary applications and providing income information, etc.
- c. CCC Case Managers will provide tenancy support to eligible referrals. Both PSH referrals and DBHDS target population referrals that require supportive services will be served by CCC.
- d. CCC intends to provide tenant specific services based upon resident surveys completed during move-in. Services provided by CCC would change over time as both tenants and tenant preferences change. A list of potential services that CCC could provide at the 1203 East Brookland Park Blvd are included below:
  - i. Individualized support plans, including case management and recovery support
  - ii. Assertive outreach and engagement

#### **5. Other Work Conditions**

- a. Quarterly meetings to review the ongoing operation of the MOU will be held as needed.
- b. CCC will release consumer specific information only with the expressed written and informed consent of the consumer in accordance with the Code of Virginia, 42 Code of Federal Regulation (CFR) Part 2, and other relevant federal and state statutes pertaining to confidentiality of clients. Such written consent will conform to 42 CFR Part 2.
- c. ECD will ensure that Enterprise Residential will communicate with CCC as needed if lease violation or rent default issues arise. Enterprise Residential staff will coordinate with CCC

regarding a strategy to move forward specific to the resident's needs. This may include seeking eviction prevention services as needed, including short-term financial assistance and/or case management, to ensure the household is connected with needed resources to stabilize their housing situation.

**6. Contract Termination or Change**

This MOU is to serve as a formal binding agreement between both parties. Either party may terminate this Agreement by giving the other party ninety (90) days prior written notice. The party wishing to terminate this agreement for cause must provide a written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) days for the party in breach or default to respond to said notice with an acceptable plan to cure cause for termination. The Agreement may also be dissolved upon unsuccessful Low Income Tax Credit (LIHTC) award or if funding is not available.

**7. Confidentiality**

ECD and CCC agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Both parties agree that they will not at any time disclose confidential information and/or material without the consent of the other party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.

We, the undersigned parties, agree to the above terms and conditions.

Enterprise Community Development, Inc.

By:  FB00BDFACC14B7...  
Matt Engel  
Senior Director, Real Estate Development  
Enterprise Community Development, Inc.

3/7/2023

Date

Commonwealth Catholic Charities

By:  2ACA0198C0CA44B...  
Anita Wallen  
Chief Operating Officer  
Commonwealth Catholic Charities

3/7/2023

Date



# COUNCIL ON ACCREDITATION

attests that

**Commonwealth Catholic Charities**  
**Richmond, VA**

is accredited, achieving the highest standards of professional practice for the services it provides.

**Accredited through**  
**4/30/2025**

A stylized, cursive signature in black ink, appearing to read 'Jody Levison-Johnson'.

Jody Levison-Johnson  
President & CEO

A stylized, cursive signature in black ink, appearing to read 'Nancy R. Droesch'.

Nancy R. Droesch  
Chair, Board of Trustees

March 12, 2021

Jay Brown  
CEO/Executive Director  
Commonwealth Catholic Charities  
1601 Rolling Hills Drive  
Richmond, VA 23229

Dear Mr. Jay Brown:

It is our great pleasure to inform you that the Council on Accreditation (COA) has approved the accreditation of **Commonwealth Catholic Charities** through **April 30, 2025**. Let me again say how significant this achievement is! It represents the fulfillment of countless hours of hard work and the dedication of many people—most notably your staff and the members of your board and/or leadership. Please extend my congratulations to them.

This formal notification includes a list of programs and services for which **Commonwealth Catholic Charities** is accredited, as well as your Final Accreditation Report (FAR). A plaque attesting to your agency's accredited status will be sent to you shortly.

Your Final Accreditation Report (FAR) is an important and incredibly valuable document. It contains the observations and recommendations of your Peer Reviewer colleagues based on your self-study and site visit. In essence, the FAR provides a unique view of your organization as seen through the eyes of highly experienced professionals. In it you will find a copy of the full accreditation ratings for all Purpose, Core, and Practice standards, identifying the Fundamental Practice standards. It may also contain any noted organizational strengths and areas for opportunities.

Please refer to the Promotional Tool Kit web page to find resources that can assist you with leveraging your organization's COA accreditation to internal and external stakeholders.

Private: <http://coanet.org/accreditation/private-organization-accreditation/promote-your-accreditation/>

Public: <http://coanet.org/accreditation/public-agency-accreditation/promote-your-accreditation/>

Canadian: <http://coanet.org/accreditation/canadian-organisation-accreditation/promote-your-accreditation/>

At the very least, however, we recommend that you provide relevant excerpts to those members of your staff who are directly responsible for the respective findings. Should you do so, please explain that the report is intended to be *constructive*, and that the goal is to provide specific, tangible examples of how they can make your organization even stronger and even better.

Having said that, you should know that those ratings for which you did not demonstrate implementation should be addressed through your PQI process.

Even though they did not require correction in order to achieve accreditation, they will be made a part of your file and reviewed during your next accreditation cycle. Remember, COA accreditation is not an end in and of itself. Rather, it is a process by which your organization can consistently strive for and achieve new levels of excellence.

Finally, let me say that your relationship with COA does not end with this letter. Ours is a partnership. As such, I would ask that you feel free to share with me your ideas and concerns. Additionally, please feel free to contact Tobi Murch, Director of Volunteer Engagement, either by email at [tmurch@coanet.org](mailto:tmurch@coanet.org) or by telephone at 212-797-3000, extension 272, if you have any questions. Together we can enrich the lives of children, individuals, and families in need everywhere.

We are proud to be associated with you and your colleagues. We wish you the very best in your continuing service to persons in your community. *That is the power of accreditation.*

Sincerely,

A handwritten signature in black ink, appearing to be 'Jody Levison-Johnson', with a long, sweeping flourish extending to the right.

Jody Levison-Johnson  
President and Chief Executive Officer

Attachment

Commonwealth Catholic Charities  
Organization ID: 549  
Private Standards

Expiration date: April 30, 2025

The accreditation of Commonwealth Catholic Charities includes the following services and associated programs:

Program Name	COA Service Standard(s)	Service Subsections
Adoptions	Adoption Services (AS)	
Children's Shelter	Services for Unaccompanied Children (UC)	
Counseling	Counseling Support & Education Svs (CSE)	
Developmental Disability Waiver Case Management	Case Management Services (CM)	SDA: Developmental Disabilities
Housing and Financial Counseling	Financial Education and Counseling Services (FEC)	
Housing Opportunities For Persons With HIV/AIDS	Generic Service Summary (GSS)	
Housing Resource Center	Counseling Support & Education Svs (CSE)	CSE: Information and Referral Services
Independence for Seniors	Generic Service Summary (GSS)	
Local Public Guardianship and Conservator Program	Adult Guardianship (AG)	
Pregnancy Counseling	Pregnancy Support Services (PS)	

Refugee Resettlement	Refugee Resettlement Services (RRS), Workforce Dvlpmnt & Support Svs (WDS)	
Supportative Housing	Housing Stabilization and Community Living Services (HSCL); Outreach Services (OS)	
Treatment Foster Care	Family Foster Care and Kinship Care (FKC)	
Unaccompanied Alien Children's Program	Family Foster Care and Kinship Care (FKC)	
Unaccompanied Refugee Minors	Family Foster Care and Kinship Care (FKC)	
Workforce Development	Workforce Dvlpmnt & Support Svs (WDS)	



November 13, 2020

Dear Enterprise Community Development,

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

CORES received the attached letter formally notifying Stewards of Affordable Housing for the Future (SAHF) of the merger between Community Preservation and Development Corporation (CPDC) and Enterprise Homes, Inc. in early 2020; and requesting an amendment to the certification that was issued to reflect the newly formed entity, Enterprise Community Development.

We thank you for this letter and the attached supporting material that provide an interim update on the modifications Enterprise Community Development has started to implement to its resident services management structure and operations. These updates reflect that Enterprise Community Development continues to operate a robust system of resident services coordination under the Direct model and is still evaluating how it will scale this model to its expanded portfolio. At this time, we believe this update is sufficient, and do not believe a full application update is necessary.

**Initial CORES certification was issued to Community Preservation and Development Corporation (CPDC) on June 19, 2019. This certification lasts five years and will expire on June 19, 2024. Effective November 13, 2020, the Certification issued to CPDC will transfer to Enterprise Community Development.**

Enterprise Community Development will be required to recertify on June 19, 2024. Based on the update provided, we believe that it may make sense to apply for recertification under the Hybrid model, rather than the Direct model. Given that additional clarification and updates may be required for a recertification that reflects a changed service delivery model, we recommend getting in touch with CORES staff no later than February 15, 2024 to ensure that CORES staff can provide you with the necessary guidance for recertification and provide your team with ample time for the recertification process.





If you have any further questions, please contact us at [cores@sahfnet.org](mailto:cores@sahfnet.org).  
Sincerely,

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





## Tab S. Telehealth Services Commitment Plan

**1203 E Brookland LLC will provide residents at 1203 East Brookland Park Blvd. with free access to on-call, telephonic or virtual healthcare services with a licensed provider.** Residents who need access to a private space to conduct telehealth appointments will be able to sign up with Property Management staff for a timeslot to reserve the Homework Room as needed. Residents who do not have access to their own electronic devices for telehealth services will be able to utilize a computer with microphone and video capabilities in the Homework Room as needed. Additionally, each resident at 1203 East Brookland Park Blvd. will have access to free Wi-Fi service in their apartment, as well as in the Community Room and Homework Room.

1203 E Brookland LLC will partner with local health provider, Health Brigade (formerly known as the Fan Free Clinic), which offers free telehealth services for both medical and mental health for those who have Medicaid and those who are uninsured and below 200% of the federal poverty level. Additionally, 1203 E Brookland LLC also plans to connect qualifying residents in need of free mental telehealth services to Virginia Telemental Health Initiative (VTMHI) programs. The VTMHI is a pilot program focused on meeting the mental health needs of Virginians who are medically underserved and cannot access care due to limited income, being un- or under-insured, and provider shortages. 1203 E Brookland LLC will also partner with the Capital Area Health Network (CAHN) to provide additional telehealth services to those who are underserved and uninsured. *See subsequent letters of support from Health Brigade, VTMHI, and CAHN.*

In addition, 1203 E Brookland LLC will also reach out regarding additional partnership opportunities with local provider, Crossover Healthcare, which works directly to provide free telehealth services for those who are income-qualifying and uninsured, and those enrolled in Medicaid/Medicare.

- 1) Health Brigade  
1010 N Thompson St, Richmond, VA 23230  
<https://www.healthbrigade.org/>
- 2) Virginia Telemental Health Initiative (VTMHI)  
<https://virginiatelementalhealth.org/>
- 3) Crossover Healthcare Ministry  
8600 Quiocasin Rd., Suite 101, Richmond, VA 23229  
<https://www.crossoverministry.org/>
- 4) Capital Area Health Network  
2809 North Avenue, Richmond, VA 23222  
<https://cahealthnet.org/>

Those residents who do not qualify for free telehealth services may access free telehealth services through their insurance plans through Patient First: <https://www.patientfirst.com/telehealth/telehealth-faq>.

1203 E Brookland LLC will ensure that training/information sessions will be held regularly to help sign residents up for telehealth access through the organizations listed above, and to assist residents with securing transportation if the provider requires an initial medical visit in person.

*Matt Engel*

Matt Engel / Senior Director, Real Estate Development

3.11.23

Date



1010 North Thompson Street, Richmond, Virginia 23230  
www.healthbrigade.org / p: 804.358.6343 • f: 804.354.0702

March 9<sup>th</sup>, 2023

Matt Engel  
Enterprise Community Development, Inc.  
8403 Colesville Road  
Silver Spring, MD 20910

RE: 1203 East Brookland Park Blvd, Richmond, Virginia (the “Development”)

Dear Mr. Engel,

This letter serves as a letter of support for 1203 E Brookland LLC (the “Owner”)'s intention to provide access to **free telehealth services** for future low-moderate income residents living at the development known as “1203 East Brookland Park Blvd.”

Health Brigade, formerly known as the Fan Free Clinic, carries a 53-year legacy as Virginia’s oldest free and charitable clinic offering a growing array of medical, mental health, community outreach and care coordination services for low-income and uninsured persons. We are known as a safe place to seek care for those who need it the most. We are committed to serving the most marginalized populations in the community—not only those with few resources, but also those most oppressed and stigmatized.

Health Brigade offers free telehealth services for both medical and mental health for those who have Medicaid and those who are uninsured and below 200% of the federal poverty level. *For Medical services, eligible residents are required to attend in-person enrollment and first visit with us at our location at 1010 N. Thompson Street in Richmond to be evaluated for telehealth services, including how often they may need to be seen in person for labs, etc. For Mental Health only services, eligible residents can conduct their intake and all mental health visits through telehealth only if they choose.*

Health Brigade staff will coordinate as needed with Enterprise Residential to help connect eligible residents for services.

Sincerely,

Karen Legato, MPS, MSW  
Executive Director



March 9, 2023

Enterprise Community Development  
1203 East Brookland Park Blvd  
Richmond, VA 23222

Dear Kathleen,

The Virginia Telemental Health Initiative (VTMHI) is a pilot program of the Virginia Telehealth Network (VTN), a 501c3 nonprofit membership organization that seeks to advance the adoption, implementation, and integration of telehealth across the state of Virginia. VTMHI is focused on meeting the mental health needs of Virginians who are medically underserved and cannot access care due to limited income, being un- or under-insured, and provider shortages. An objective of VTMHI is to strengthen Virginia's mental health safety net by expanding access to timely and appropriate telemental health services across the state. To meet the challenge of provider shortages, VTMHI is supporting the development of the mental health workforce in Virginia by providing pre-licensed professionals with supervision to accelerate their path to licensure as they provide counseling to eligible free and charitable clinic patients through VTMHI. In order to serve Virginians in need of mental health services, VTMHI collaborates with the Virginia Association of Free and Charitable Clinics (VAFCC) and the Virginia Department of Behavioral Health & Developmental Services (DBHDS). VAFCC has committed to the initiative by incorporating it into their strategic plan.

In the pilot phase, VTMHI is partnering with six free and charitable clinics in Virginia: Bradley Free Clinic in Roanoke, Fauquier Free Clinic, Charlottesville Free Clinic, Bernard Healthcare Center in Franklin County, Health Brigade in Richmond, and Brock Hughes Medical Center in Wytheville. VTMHI plans to add several additional clinics as pilot sites in 2023, and the objective is for VTMHI to become a standalone virtual free clinic beginning in 2024. By 2025 we hope to be able to provide free telemental health services to any eligible free and charitable clinic patient in Virginia. The free and charitable clinics serve as the patient's medical home and collaborate with VTMHI to integrate telemental health services into their care.

If you are interested in learning more about the Virginia Telemental Health Initiative, please visit our website ([www.virginiatelementalhealth.org](http://www.virginiatelementalhealth.org)) and sign up for our monthly newsletter.

Respectfully,

A handwritten signature in black ink, appearing to read "Mara Servaites".

Mara Servaites  
Executive Director

PO Box 3412  
Richmond, VA 23235



**Our Mission:**

“To provide effective, accessible and culturally responsive patient care, education and advocacy that promote health and quality of life for all residents in Metropolitan Richmond.”



Bermuda Medical Center  
2740 Bensley Commons Blvd.  
North Chesterfield, VA 23237

Greater Fulton Medical Center  
1718 Williamsburg Road  
Richmond, VA 23231

Henderson Health Services  
(VUU Campus)  
1500 N. Lombardy Street  
Richmond, VA 23220

Northside Medical Center and  
Corporate Office  
2809 North Avenue  
Richmond, VA 23222

Southside Medical Center  
101 Cowardin Ave., Suite 102  
Richmond, VA 23224

Vernon J. Harris Medical and  
Dental Center  
19 N. 25th Street  
Richmond, VA 2322

CAHN CORPORATE OFFICE:  
P.O. Box 27947  
Richmond, VA 23261  
804-780-0840

[www.cahealthnet.org](http://www.cahealthnet.org)

March 15, 2023

Matt Engel  
Enterprise Community Development, Inc.  
8403 Colesville Road  
Silver Spring, MD 20910

RE: 1203 East Brookland Park Blvd, Richmond, Virginia (the “Development”)

Dear Mr. Engel,

This letter serves as a letter of support for 1203 E Brookland LLC (the “Owner”)’s intention to provide access to **telehealth services** for future low-moderate income residents living at the development known as “1203 East Brookland Park Blvd.”

Capital Area Health Network (CAHN) has a proud and rich history steeped in the communities we serve throughout Richmond. From our beginning as Vernon J. Harris East End Community Health Center, located in historic Church Hill of Richmond, we have grown to include six locations- including one within the Highland Park Community- and one mobile unit serving the Metropolitan Richmond area. CAHN is designated as a Federally Qualified Community Health Center under the Health Resources Services Administration (HRSA). It is through this designation that we partner with the federal government to provide care to underserved and uninsured individuals in our communities.

CAHN is enthusiastic to support your development and to be your sole telehealth provider to the residents of the development. We provide telehealth services for all our services, including primary care and mental health. Additionally, as noted above, our facilities provide access to medical providers daily. We believe this partnership aligns well with our mission and vision for creating healthy communities.

We look forward to working with Enterprise Community Development, Inc. to provide medical resources to the residents and community of your planned development.

Sincerely,  
  
Tracy Causey, MSPH, MBA  
Chief Executive Officer



We are the **HEART** of the Commur

**W**e have weathered lots of cultural storms since 1970 when we opened as the first free clinic in Virginia. But, we adapted as leaders and believers. We've been advocates for those we serve because it's the right thing to do.

A crusading spirit lives in every board member, employee and volunteer. We are not afraid to be pioneers. Our efforts are often not mainstream. But, that's okay. We are health crusaders.

We know we make a difference. We are Health Brigade.



**health brigade**

*Exceptional health services for those in need*

## Primary Care Medical Services

Primary Care Medical Services are provided to low income and uninsured residents in the Greater Richmond area to improve their health and wellness. Medical treatment at HB is provided **by appointment only**. We do accept Medicaid.

- Adult general medicine
- Chronic disease management
- Specialty care (women's health, rheumatology, endocrinology, nutrition)
- Referrals to specialists through Access Now
- Medical Social Work
- Medication Assistance
- Integrated Behavioral Health
- Food Farmacy
- Transgender Health Services
- PrEP

## Mental Health & Wellness Services

Mental Health & Wellness Services are provided to clients of Health Brigade to enhance life satisfaction and well-being.

Through our committed and growing number of volunteer mental health providers, Health Brigade provides:

- Specialty mental health treatment
- Psychiatric evaluation and medication
- Support groups (e.g., employment, anger management, LGBTQ, etc.)
- Wellness services (e.g. meditation, acupuncture, etc.)

## Mission

Health Brigade provides exceptional health services to those least served in a caring and non-judgmental environment.

## Health Outreach & Advocacy Services

Health Outreach & Advocacy Services are provided through education to the larger community and to individuals in need of services through the following:

- Post incarceration linkage to care and case management
- HIV testing & linkage to care
- STI testing & education
- Referrals and linkage to services
- LGBTQ support and advocacy
- Ryan White Part B services
- Harm Reduction/Needle Exchange

## Contact Numbers

For Medical Services  
(804) 358-6343

For HIV/STI Testing  
(804) 358-6343, Ext. 2145

For Transgender Services  
(804) 358-6343, Ext. 1143

For Mental Health & Wellness  
(804) 358-6343, Ext. 1116

For Harm Reduction/Needle Exchange  
(804) 358-6140

**H**emos desafiado muchas turbulencias culturales desde que abrimos nuestras puertas en 1970 como la primera clínica gratuita en Virginia. Desde entonces, hemos crecido como líderes y creyentes. Hemos sido defensores de aquellos a quienes hemos estado sirviendo porque es lo correcto.

Un espíritu liderazgo vive en cada miembro de la comititva, empleados y voluntarios. Sentimos orgullo de ser iniciadores y nuestros esfuerzos a menudo no son convencionales pero somos una brigada de salud. Sabemos que contribuimos a transformar una comunidad saludable.



**health brigade**

*Exceptional health services for those in need*

## Servicios médicos de atención primaria

Los servicios médicos de atención primaria se brindan a residentes de bajos ingresos y no asegurados en el área de Greater Richmond para mejorar su salud y bienestar. El tratamiento médico en HB se brinda solo con cita previa.

- Medicina general para adultos
- Manejo de enfermedades crónicas
- Atención especializada (salud de la mujer, reumatología, endocrinología, nutrición)
- Referencias a especialistas a través de Access Now
- Trabajo social médico
- Asistencia con medicamentos
- Salud conductual integrada
- Farmacia de alimentos
- Servicios de salud transgénero
- PrEP

## Servicios de Salud Mental y Bienestar

Los servicios de salud mental y bienestar se brindan a los clientes de HB para mejorar la satisfacción y el bienestar de la vida.

A través de nuestro número creciente y comprometido de proveedores voluntarios de salud mental, HB ofrece:

- Tratamiento especializado de salud mental
- Evaluación psiquiátrica y medicación
- Grupos de apoyo (por ejemplo, empleo, manejo de la ira, LGBTQ, etc.)
- Servicios de bienestar (por ejemplo, meditación, acupuntura, etc.)

## Misión

Health Brigade brinda servicios de salud de calidad, especialmente a los menos atendidos, en un entorno compasivo y sin prejuicios.

## Extensión Comunitaria & Servicios de Abogacia

Los servicios de extensión comunitaria y abogacia se brindan a través de la educación a la comunidad en general y a las personas que necesitan servicios a través de lo siguiente:

- Vinculación con la atención individualizada y la administración de casos después del encarcelamiento
- Pruebas de VIH y vinculación con la atención individualizada
- Pruebas de ITS y educación
- Referencias y vinculación a servicios
- Apoyo LGBTQ y defensa
- Servicios Ryan White Parte B
- Reducción Integral de Daños (Intercambio de Aguja)

## Números de contacto

Para servicios médicos  
(804) 358-6343

Para pruebas de VIH / ITS  
(804) 358-6343, Ext. 1102

Para servicios transgénero  
(804) 358-6343, Ext. 1143

Para salud mental y bienestar  
(804) 358-6343, Ext. 1116



## How Does VTMHI Work?

The Virginia Telemental Health Initiative (VTMHI) matches volunteer [pre-licensed mental health providers](#) (pre-LMHPs) with clinical supervisors and participating [free and charitable clinics](#), all to expand mental health services throughout the Commonwealth.

### Who Are Free and Charitable Clinic Patients and What Does the Intake Process Look Like for Them?

Most [patients of the clinics](#) are adults between 18-64 of diverse racial and ethnic backgrounds. They earn less than 250% of federal poverty level (FPL) and often are un- or under-insured. While some clinics now accept Medicaid, not all patients qualify. VTMHI will not take Medicaid during the early phases of the program.

Most patients have a chronic illness, such as hypertension, diabetes, or depression, and have additional social determinants of health needs.

For many, English is not their first language, and they maintain strong protective factors such as individual resilience, family, and community support.

### Intake process for those served by VTMHI

1. A person in need of mental health services contacts their local free and charitable clinic and completes necessary intake forms that will help determine the best solution for the patient. If a patient is new and contacting a clinic for the first time, the clinic will first determine if they are eligible for clinic services.
2. If VTMHI is a fit for the patient's needs, they will be paired with a volunteer pre-LMHP that can best meet the needs of the patient. The patient and provider will determine a cadence of appointments that best meets the need of the patient.

3. Volunteer pre-LMHPs will work with their clinical supervisor and the clinic to complete paperwork, notes, and documentation, allowing the clinic to serve as the patient's medical home if they are receiving additional clinic services.

## **Who Makes It Happen?**

VTMHI is a network consisting of the Virginia Telehealth Network (VTN), the Virginia Department of Behavioral Health and Developmental Services (DBHDS), the Virginia Association of Free and Charitable Clinics (VAFCC), the University of Virginia Karen S. Rheuban Center for Telehealth (UVA Center for Telehealth), and the Mid-Atlantic Telehealth Resource Center (MATRC) ; clinical supervisors; pre-LMHP volunteers; and free and charitable clinics – all working in tandem to provide telehealth care to free and charitable clinic patients. The program utilizes ViTel Net as its telehealth platform, which serves as the backbone for communications between each group.



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## How to Access VTMHI Services

The Virginia Telemental Health Initiative provides free services to individuals in Virginia who do not have insurance or are underinsured. The free services, which are provided through telehealth, include a range of therapies, including those for patients experiencing symptoms of depression and anxiety and other behavioral and mental health concerns to enrolled patients at participating free and charitable clinics.

To check if you are eligible for free VTMHI services, please contact your [local free and charitable clinic](#). Below you will find contact information for all participating free and charitable clinics. If you do not see a clinic located near you, please contact [ellen@ehealthvirginia.org](mailto:ellen@ehealthvirginia.org). Our goal is to increase clinic participation across Virginia in 2023.

---

### Free and Charitable Clinic Contact Information

#### **Bernard Healthcare Center/Free Clinic of Franklin County**

1171 Franklin Street (Schewel's Plaza) Rocky Mount, VA – [Google Map](#)

540-489-7500

<https://bernardhealthcare.com/>

#### **Bradley Free Clinic**

1240 3rd St SW, Roanoke, VA 24016 – [Google Map](#)

(540) 344-5156

<https://bradleyfreeclinic.com/>

#### **Brock Hughes Medical Center**

450 West Monroe Street Wytheville, VA 24382 – [Google Map](#)

(276)-223-0558

<https://www.brockhughes.org/>

### Charlottesville Free Clinic

901 Preston Avenue, Suite 300, Charlottesville VA 22903 – [Google Map](#)

(434) 296-5525

<https://www.cvillefreeclinic.org/>

### Fauquier Free Clinic

35 Rock Pointe Lane, Warrenton VA 20186 – [Google Map](#)

540-347-0394

<https://www.fauquierfreeclinic.org/>

### Health Brigade

1010 N Thompson St, Richmond, VA 23230 – [Google Map](#)

(804) 358-6343

<https://www.healthbrigade.org/>

## Our VTMHI Clinic Participants



Updated: December 2022

- 1. Bradley Free Clinic  
*Roanoke*
  - 2. Brock Hughes Medical Center  
*Wytheville*
  - 3. Bernard Healthcare Center  
*Rocky Mount*
  - 4. Charlottesville Free Clinic  
*Charlottesville*
  - 5. Fauquier Free Clinic  
*Warrenton*
  - 6. Health Brigade  
*Richmond*
- More coming soon!*

**If you are experiencing an emergency, dial 911 or visit your closest emergency room.**

[Click here for additional resources across Virginia.](#)



# Virtual & In-Person Visits

At Capital Area Health Network, we provide personalized, affordable, quality medical and dental care no matter your background or economic status. We are always here for you in times of needs and are happy to call you family. Our healthcare professionals are a part of your lives, sometimes for an hour, often for years.

*Call us today to make us your new Medical and Dental Home! (804) 780-0840*

**CONTACT US →**





### Behavioral Health

Designed to help patients understand the signs, symptoms and effects of depression, along with other mental health issues.



### Dental

- Preventive Dental Care
- Oral Health Education
- Teeth Cleaning
- Fluoride Treatments
- Periodontal/Gum Disease Treatment
- Restorative Dental Care

and more...



### Pediatrics

Our board-certified pediatric physicians provide comprehensive *pediatric care* to infants, children, and adolescents from newborns to 21 years of age.

- Acute Care Illnesses
- ADHD Diagnosis and Management
- Immunizations
- Annual, Sports and Back-to-School Physicals



### Primary Care

- Adult Primary Care
- Annual Physicals
- Well Women
- Infectious Disease Treatment
- Medication Refills
- Vasectomy Procedures



### HIV/Aids Care

The Wellness Center is our name for the center that houses our **Ryan White Program for HIV/AIDS patients.**

- HIV Specialty Care (Physical and Gynecological Exams)
- Health, Psychological and Social Assessments
- Individual and Group Counseling Support or Referral
- HIV Education, Nutrition, Self Management & Care
- Vaccinations, Prescriptions and ADAP Medication Enrollment
- Mental Health & Substance Abuse Counseling and Dental Referrals



### Transportation

We provide transportation from your home to your doctor's appointment regardless of the insurance you carry. We provide transportation to all patients as requested within a 12-mile radius of one of our facilities.



**Cardiology**



**Substance Abuse Care**



**Diabetes Self-Management Education (DSME) Program**

We offer an interactive, ongoing process involving the person with diabetes or the caregiver or family with a diabetes educator. The education aims to achieve optimal health status, better quality of life, and reduce the need for costly health care.



**Medication Assistance Program**

Medication compliance is one of the most important decisions you can make in keeping yourself healthy.



**Affordable Care Act Enrollment & Education Assistance**

A new way to provide health insurance to millions of uninsured and under-insured Americans.



**Health Express**

Capital Area Health Express is a comprehensive primary health care mobile unit facility licensed as an outpatient clinic.

# Patient Instructions for a Successful Telehealth Visit

## Patient Checklist

Telehealth is a way to receive care from your doctor while you remain at home. It can help keep you and your family safe by staying away from clinic and emergency department waiting rooms. The goal is to ensure that you receive the same high-quality care that you would get by coming in for a visit. By taking a few minutes to prepare, you can set yourself up for a successful visit with your doctor.

Here is a quick checklist to make sure you are prepared for your telehealth visit.

## Getting Started

### Use the best camera you can find

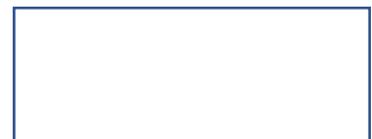
- Telehealth visits work best when your doctor can see you clearly. Many devices and computers now come with high quality built-in cameras. If your device has an external camera, you can test out the picture by doing a video call with a friend or family member.
- Your doctor may ask you to hold your camera close to your body to do an exam. The clearer the picture and the closer you can get to your device will allow them to make an accurate diagnosis and address your concerns.

### Place your camera at eye level

- Sit eye-level with your camera so you can make eye contact with your doctor. This helps you see each other more clearly and have a deeper connection during your visit.

### Test the sound

- Most devices have a built-in microphone and speaker system. You can test yours by watching a video with sound or having a video chat with a friend.
- Questions you should ask:



- Can the other person hear you?
- Do you need to talk louder or move closer to the microphone?
- Can you hear them?

**Plug in your device for power and Internet**

- We know your time is valuable and getting to the bottom of your health concern is important. You don't want to lose your connection during your visit, so ensuring that you have your device fully charged or plugged in will prevent you from having issues during your appointment.
- You can do your telehealth visit using Wi-Fi, but your computer will work better if it's plugged directly into the internet with a wired ethernet cable. If you're on a smartphone try connecting to your home's Wi-Fi for the best connection.

**Close other apps**

- Having too many apps running on your computer or device can make your device run slowly. Before starting the visit, close all programs that you aren't using during the visit.

**Use the best browser**

- If you're using an online app, check if you need to run it in a certain browser – for instance, you may need to use Chrome instead of Internet Explorer.

**Find a quiet space**

- Find a quiet space where you will not be interrupted. It is important that you feel comfortable and have privacy to discuss your health concerns, so you are less likely to be distracted during the visit.

**Adjust the lighting.**

- Before you begin your visit, check the lighting. Is the picture fuzzy and dark? Try turning on overhead lights or closing blinds and drapes to reduce background light.

**Prepare your list of questions and concerns**

- Take a minute or two before starting the visit to write down any questions you may have for your doctor.
- Having a support person with you during your visit can help you remember what you talk about with your doctor and any advice your doctor gives. Choose a person that you trust with your health care information. Talk to your support person before the



visit starts so that they know what you expect and when they should talk so that your doctor is not confused by having many people speaking at the same time.

**Have your doctor's info handy**

- Just in case you have a technical issues or other problems come up during your visit, have your doctor's number on hand so you can call them back if you are disconnected.

## During the Visit

**Connect to the Visit**

Follow instructions specific to your provider's telehealth technology.

**How to act**

- Act like you would if you were at an in-person visit in your doctor's office.
- Tell the doctor all your health concerns and symptoms, ask questions, and listen closely.
- Make sure you're looking into the camera and staying close to your device so your doctor can see and hear you.
- Your doctor may ask to see areas of your body to do an exam. It is important to wear clothing that will make it easier to show wounds, rashes, swelling, or other areas where you have a concern so your doctor can make the correct diagnosis.

**Pat yourself on the back**

You just did your first telehealth visit! Make sure to follow any instructions your doctor gave you and share any feedback you have.



# **Tab T:**

Funding Documentation

**Attachments for Funding Documentation for 1203 East Brookland Park Blvd.**

- 1. RRHA PBV Funding Documentation**
- 2. City of Richmond ARPA Funding Documentation**
- 3. DHCD HIEE Funding Documentation**
- 4. DHCD VHTF Funding Documentation**
- 5. Virginia Housing CIG Grant**
- 6. ECI Letter of Interest**
- 7. City of Richmond HOME Funding Documentation**
- 8. Seller Note Funding Documentation**
- 9. DHCD HOME Award Documentation**



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

(O) (804) 780-4200  
TTY: Dial 7-1-1

[info@rrha.com](mailto:info@rrha.com)  
[www.rrha.com](http://www.rrha.com)

**Interim Chief Executive Officer**  
Sheila Hill-Christian

**Board of Commissioners**  
Dr. Basil I. Gooden, Chairman,  
Barrett Hardiman, Vice Chairman  
Veronica G. Blount,  
W.R. "Bill" Johnson, Jr.  
Charlene Pitchford  
Patrice Shelton, CCHWSr  
Edward L. Jackson, Jr.  
Harold Parker, Jr.

June 29, 2022

**Enterprise Community Development**

**Attn: Shylenda Brown**  
**8403 Colesville Road Ste. 1150**  
**Silver Spring, MD 20910**  
[sbbrown@ecdcommunities.org](mailto:sbbrown@ecdcommunities.org)

**RE: RRHA RFP 2021-25 Project Based Vouchers – 1203 East Brookland Park Blvd. (Revised)**

Dear Ms. Brown:

Thank you for responding to Richmond Redevelopment and Housing Authority's Request for Proposal No. RRHA-RFP-2021-25 for Project Based Vouchers (PBVs) issued on **November 23, 2021**. In response to your proposal, I am pleased to inform you that you have been awarded **8** PBVs for your project located at **1203 East Brookland Park Blvd., Richmond, VA 23222**. The term of the PBVs will be for 15 years subject to the execution of a HAP contract. This commitment is in effect from March 1, 2022 – March 1, 2024 (two years) subject to your satisfactory compliance with the terms and conditions stipulated in the aforementioned RFP.

In addition, you indicated in that your project was applying for Low Income Housing Tax Credits (LIHTCs) through Virginia Housing. This commitment is contingent upon receiving an allocation of Low Income Housing Tax Credits no later than December 31, 2023. If you do not receive an allocation of tax credits or execute the HAP contract by the defined deadlines, you will be required to request PBVs from RRHA by any open available method, i.e. a future RFP for competitive award of PBVs.

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

Sincerely,  
DocuSigned by:

309ED43056AF4F6...  
Arthur J. Walker, CPPO

Director of Procurement and Contract Administration

CC: Kenyatta Green, RRHA  
Alan Biller, ECD





CITY OF RICHMOND  

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DEPARTMENT OF  
HOUSING AND COMMUNITY  
DEVELOPMENT

October 3, 2023

Ms. Christine Madigan  
President  
Enterprise Community Development, Inc.  
8403 Colesville Road, Suite 1150  
Silver Spring, MD 20910

**Re: ARPA Funding Award - 1203 E. Brookland Park (Award 23-10N)**

Dear Ms. Madigan:

Congratulations, the Department of Housing and Community Development is delighted to formally confirm that Enterprise Community Development, Inc. has been approved to receive 2<sup>nd</sup> Tranche ARPA funding in the amount of **\$615,000** for the 43-unit multifamily complex, located at 1203 E. Brookland Park Boulevard in the City of Richmond. This development will provide housing for persons whose total household incomes are 0-80 percent of the Area Median Income.

Initially, HCD provided notice of our recommendation for funding in a correspondence dated June 6, 2023 indicating that the award was contingent upon approval by City Council. On June 26, 2023 Richmond City Council approved the funding award to your organization.

Merrick Malone, Senior Manager of Housing Finance & Development and Rachel Hightman, Project Development Manager will continue to work with your organization regarding the implementation process, including finalizing the funding agreement. It is imperative that all 2<sup>nd</sup> Tranche ARPA awardees provide accurate and timely submissions of requested information to help facilitate the implementation process. This includes the submittal of the following item:

- Monthly Report for September (due 10/06)

Again, congratulations and HCD looks forward to working with you and the Enterprise Community Development, Inc. team to provide affordable housing for the City of Richmond's residents.

Sincerely,

A handwritten signature in black ink, appearing to read "Sherrill Hampton". The signature is fluid and cursive, with a large initial "S" and "H".

Sherrill Hampton  
Director

CC:

Matt Engel, Senior Director, Real Estate Development  
Kathleen Kramer, Real Estate Development Manager  
Merrick Malone, Senior Manager of Housing Finance & Development  
Rachel Hightman, Program Development Manager



Glenn Youngkin  
Governor

Caren Merrick  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

Bryan W. Horn  
Director

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

January 26, 2023

Kathleen Kramer  
Real Estate Development Associate  
11 S. 12th Street  
Richmond, VA 23219  
kkramer@ecdcommunities.org

Re: ASNH HIEE Supplemental Funding Application  
Proposal

Dear Ms. Kathleen Kramer:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Enterprise Community Development will receive a preliminary offer from the October 2022 Affordable and Special Needs Housing (ASNH) Housing Innovations in Energy Efficiency (HIEE) Supplemental Funding application cycle to support the 1203 East Brookland Park Blvd. project in amount of \$1,394,733.00.

Under separate cover you will receive the terms of this offer. Each of those named stipulations, including all requirements for your other DHCD-administered sources of funding, must be met and a program agreement for funding must be executed no later than **May 31, 2023**.

Any adjustments to the application submitted including, but not limited to, changes in committed capital sources, operating expense budgets, and unit mix must be approved by DHCD before the program funding agreement is transferred to Virginia Housing to request formal loan documents be drafted. Execution of the program agreement for HIEE and other DHCD-administered funding sources by May 31, 2023 is necessary to finalize your formal funding reservations and loan commitments.

A member of our team will contact you via email to begin the contract negotiation process soon. We are pleased to work with Enterprise Community Development in its affordable housing efforts.

Sincerely,

Sandra Powell  
Senior Deputy Director  
Community Development & Housing



**VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
HOUSING INNOVATIONS IN ENERGY EFFICIENCY (HIEE) PROGRAM AGREEMENT**

This Agreement is entered into by and between the **VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** (the Department) a governmental instrumentality of the Commonwealth of Virginia, **ENTERPRISE COMMUNITY DEVELOPMENT, INC.** (The Recipient & Developer) and **1203 E BROOKLAND LLC.** (The Owner).

The Funds provided for and which are the subject of this Agreement, have been appropriated by the Virginia General Assembly in fiscal year 2023 to support the preservation and production of affordable housing, and are allocated for this project, however, the Department reserves the right to modify, amend or terminate this Agreement due to the reduction or rescission of state funds by the Virginia General Assembly. The Funds are subject to, and this Agreement incorporates by reference, the terms, rules and conditions set forth in the Housing Innovations in Energy Efficiency Fund Application, plan and guidelines and related laws of the Commonwealth of Virginia.

Upon execution of this Agreement, the Department has approved the Recipient's request for a loan and the Department authorizes the Recipient to initiate activities and incur expenses associated with the **1203 East Brookland Park Blvd** project in order to provide affordable housing. The Recipient agrees to comply with all of the terms and conditions of this Agreement, and all applicable State laws and requirements in its implementation of activities. The Recipient agrees to furnish in such a form as the Department may require, reports concerning the status of project activities and/or disposition of loan funds.

The Recipient shall hold the Commonwealth of Virginia, the Department, its agents and employees harmless from any and all claims and demands based upon or arising out of any actions by the Recipient, its employees, agents or contractors.

The Department reserves the right to modify, amend, or terminate this Agreement at any time during the term of this Agreement due to failure of the Recipient to comply with the terms and conditions of this Agreement and other documents set forth herein, or due to the loss, reduction or rescission of state funds from the Department.

- I. **Loan Amount** – The Department hereby awards a loan of \$1,394,733 of HIEE Fund resources to be used in a manner consistent with the proposed budget in the Affordable and Special Needs Housing application and the Scope of Eligible Activities, IV. The loan is intended to be for long-term permanent financing.
  
- II. **Term of Agreement** – This Agreement goes into effect upon execution/signing of this Agreement. The funding reservation will expire two years after the execution/signing of this Agreement. DHCD reserves the right to de-obligate the fund reservation at any time in the case of the project not making sufficient progress toward completion. This funding reservation may be extended at DHCD's discretion if the Recipient can demonstrate just

cause. This HIEE Program Agreement will remain in effect until the expiration of the Affordability Period (as defined in Section V).

- III. **Budget** – The attached budget, including other funding sources and projected expenses to be paid with HIEE Fund loan, are herein incorporated as a part of this Agreement.
- IV. **Scope of Eligible Activities – 1203 East Brookland Park Blvd** (the “Project”) is the new construction of forty-three (43) units of affordable rental housing across one (1) building located at 1203 East Brookland Park Blvd. Richmond VA 23222 which will be made available to individuals or families with incomes at or below 80% of the Area Median Income. The Project will meet or exceed Zero Energy Ready Homes (ZERH) standards including but not limited to improved energy efficiency performance, dehumidification, fresh air ventilation, and green building certification standards to comply with guidelines for receiving Housing Innovations in Energy Efficiency (HIEE) funding.

**Affordability Period** – The Recipient must assure that the developed/preserved units will be used for affordable housing in accordance with program requirements and those specified with this Agreement for at least 30 years from the completion of the project. The completion date is the date that DHCD receives a complete and accurate rent lease up report, or a complete and accurate completion report including beneficiary data for the project if HOME funds are included in the project. At the end of the initial 30 years, the initial principal and any accrued interest shall be forgiven provided the recipient has been in compliance for 30 years. This affordability period shall be secured through a Deed of Trust. Deeds of Trust placed on the project under the HIEE Fund may only be subordinated to other project financing with the approval of the Department.

- V. **Fund Disbursement** – The loan of \$1,394,733 will be for a term of 30 years at zero percent (0%) interest, structured as an interest only must pay loan consisting of equal monthly interest payments. Payments shall be made in accordance with VIRGINIA HOUSING loan servicing guidance. Funds will be disbursed to VIRGINIA HOUSING for distribution at the project loan closing and must be used in accordance with the approved budget. Funds not disbursed by the expiration of this Agreement will be forfeited. Disbursements will be made by the Department on the basis of notification of the project loan closing date. The closing date must be confirmed by VIRGINIA HOUSING. The total disbursement of HIEE Fund funds shall not exceed the loan dollar amount awarded in Section I. of this Agreement. Should the anticipated closing not take place, funds will be held at VIRGINIA HOUSING. Funds are intended to be used as long-term permanent financing
- VI. **Federal HOME Requirements** – If applicable, use of these funds results in a project that uses federal HOME Investment Partnerships Program funds, this Agreement shall be governed by all federal requirements pertaining to affordable housing projects developed under the HOME program. The Recipient’s failure to contact the Department in no way releases it from its responsibility to ensure compliance with federal HOME requirements in

project construction, maintenance and management. This loan does \_\_\_ does not X include HOME Funds.

- VII. **Repayment Provision** – The HIEE Fund loan is to be repaid in accordance with the rate and terms outlined in Section VI. VIRGINIA HOUSING will serve as the loan servicing entity. Failure to make payments in accordance with the prescribed payment schedule may result in foreclosure on the property.
- VIII. **Access to Property** – The Recipient shall give DHCD unrestricted access to the property for inspections and site review.
- IX. **Records and Reports** – The Recipient shall maintain records as prescribed by the Department. The Recipient shall give DHCD unrestricted access to records, files, books, papers and documents related to the administration of the HIEE Fund project. Records pertaining to activities funded pursuant to this Agreement shall remain intact and accessible for at least five years beyond the end of the affordability period. In the event a litigation claim or audit is initiated prior to expiration of the record retention period, records shall be retained until such action is resolved to DHCD's satisfaction. DHCD reserves the right to change reporting requirements for the HIEE Fund as needed to ensure compliance.
- X. **Accounting Records** – The Recipient shall record in its accounting system all funds received by it pursuant to this Agreement. All costs to be supported by the HIEE Fund loan shall be documented by properly executed invoices, contracts, or vouchers. All checks, invoices, contracts vouchers, orders, or other accounting documents pertaining in whole or in part to any project activity funded with the HIEE Fund shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall be retained by the Recipient for a period of five years beyond the end of the affordability period, and shall be readily accessible to the Department during the course of the project. Should any litigation claim or audit be started before the expiration of the affordability period, the records shall be retained until such action is resolved.
- XI. **Audit** – The Recipient must submit an annual audit to DHCD within thirty days after receipt of the auditor's report and nine months after the end of the audited period.
- XII. **Termination, Suspension, Conditions** – If through any cause, the Recipient fails to comply with the terms, conditions or requirements of this Agreement, the Department may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least five days prior to such action. In the case of Agreement violations by the Recipient and/or termination of the project before completion, the Department may make a written request that all or some of the Funds be returned even if the Recipient has expended the Funds. The Recipient agrees to return such Funds as requested by the Department within 15 days of receipt of the written request.

XIII. **Subsequent Contracts** – The Recipient shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the Funds are being provided to the Recipient. Any contractor or subcontractor, which is not the Recipient, shall comply with all the lawful requirements of the Recipient necessary to ensure that the project for which this assistance is being provided under this Agreement is carried out in accordance with the Recipient's assurance and certifications.

XIV. **Federal Match** – HIEE Fund expenditures associated with this funding commitment will be used to meet the State's federal HOME program match requirement and may not be utilized for any subsequent match requirement without permission from the Department.

XV. **Miscellaneous** – This Agreement constitutes the entire and final Agreement between the parties with respect to the reserved funds and supersedes all prior negotiations. This Agreement is contingent upon the availability of HIEE Fund funds. This Agreement may be amended only in writing signed by DHCD and the Recipient. This Agreement may be terminated for convenience upon 30 days written notice by any party hereto. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. All provisions contained herein are severable and should any provision be held invalid by a court of competent jurisdiction the remaining provisions shall remain in full force and effect.

XVI. **ADDITIONAL ASSURANCES AND CONDITIONS:**

The Recipient hereby assures and certifies that:

It possesses legal authority to execute this Agreement;

It will ensure that resources are available to provide the housing units purchased through this Agreement at affordable rents to the targeted population for at least a period of 30 years.

That any additional funds needed to complete the Scope of Eligible Activities (IV) are committed and available for uses.

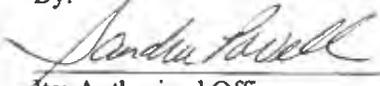
XVIII. **DEED OF TRUST**

The owner/developer agrees to place a Deed of Trust on the developed/preserved units to ensure that they are used for affordable housing for the targeted population for a period of 30 years. Should the property use be changed in that 30-year period the loan funds must be immediately re-paid in full to the HIEE Fund in accordance with the terms of this Agreement.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing  
and Community Development**

By:

  
\_\_\_\_\_  
Its: Authorized Officer

3/15/2023  
Date

**Enterprise Community Development, Inc.  
[Applicant/Developer]**

By:



Robert Fossi

\_\_\_\_\_  
Title Senior Vice President, Real Estate Development

March 14, 2023  
Date

**1203 E Brookland LLC.  
[Project Owner]**

By:



Robert Fossi

\_\_\_\_\_  
Title: Authorized Officer

March 14, 2023  
Date



Glenn A. Youngkin  
Governor

Caren Merrick  
Secretary of  
Commerce and Trade

## COMMONWEALTH of VIRGINIA

Bryan W. Horn  
Director

### DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

August 1, 2022

Alan Biller  
Real Estate Development Manager  
Community Housing, Inc.  
413 Stuart Circle  
Richmond, VA 23220  
Via: abiller@ecdcommunities.org

#### **Proposed Affordable & Special Needs Housing Financing Offer**

Dear Mr. Alan Biller,

I am pleased to advise you that the Department of Housing and Community Development has awarded Community Housing, Inc.'s 1203 East Brookland Park Blvd. project with \$900,000 in **Virginia Housing Trust Fund**. Included with this letter are the proposed rate and terms granted to you in accordance with your project description.

Please review the attached offer letter carefully, and attach any updated or new information with your response as it may pertain to this project. For projects which are awarded a HOME or NHTF award, a HUD required environmental review must be completed prior to execution of a program agreement. Submission of an executed terms letter, attached, and your project's Phase I Environmental Assessment to DHCD staff will begin this environmental review process.

In addition, any adjustment to the capital budget, operating expense budget, pro forma numbers, and other project parameters must be approved by DHCD before the program agreements may be executed.

**These program agreements must be fully executed by July 29, 2023 in order for this preliminary offer to result in a program commitment and reservation of funds.**

We are looking forward to working with you to provide affordable housing, if you have any questions as it pertains to this offer please feel free to contact your Program Administrator or myself at 804-840-1909.

Sincerely,

Chloe Rote  
ASNH Program Manager



**Terms & Conditions**  
**1203 East Brookland Park Blvd.**  
1203 East Brookland Park Blvd, Richmond VA

The Department of Housing and Community Development herein referred to as DHCD (“Lender”), has approved the request of Community Housing, Inc., listed as the developer of the project and herein is referred to as (“Developer”), regarding 1203 East Brookland Park Blvd. (“Project”). Please review the following information as it pertains to your project:

The Project is awarded \$900,000 of Virginia Housing Trust Fund funding. Please review the following proposed terms and conditions, and send questions you may have to DHCD staff:

Interest Rate	1% Fixed
Loan Repayment Period	360 months (Interest Only)
Mandatory Compliance Period	360 months (from date of loan closing)
Extended Affordability Period	n/a months (following mandatory compliance)

The compliance and repayment period begins upon loan closing. This loan constitutes permanent, must pay hard debt, which is not cash flow dependent. Deferred principle & accrued interest shall be forgiven at the end of a successful 30-year mandatory compliance and/or affordability period or, in the event of senior Virginia Housing (VH or VHDA) financing on the Project, such longer period to coincide with the maturity date of the VH/VHDA financing.

It is the intention of the Lender to disburse the Virginia Housing Trust Fund award as part of the permanent financing package upon final permanent close, which includes the issuance of the final Certificate of Occupancy or Certificate of Substantial Completion.

Final permanent close shall commence upon receipt of acceptable title, survey & environmental reports, closing of other required funding, customary due diligence, rehab completion (if applicable), rental occupancy report, and issuance of COO/CSC by a local building official. Impediments to loan closing include, but are not limited to: failure to complete construction/renovations, due diligence items, or rent & occupancy requirements for the project in accordance with HOME, NHTF, VHTF and/or HIEE requirements (whichever is applicable).

DHCD shall be placed in the 2<sup>nd</sup> lien position, unless otherwise approved by the agency. Program agreements must be executed **by July 29, 2023**, with an estimated closing of permanent debt to take place no later than 24 months after construction start.

Please execute and return this document to DHCD via email. Once received, DHCD will be in communication with you regarding next steps. DHCD staff cannot proceed to formal commitment of funds by Program Agreement until this document is countersigned and returned.





**VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
VIRGINIA HOUSING TRUST FUND PROGRAM AGREEMENT**

This Agreement is entered into by and between the **VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** (the Department) a governmental instrumentality of the Commonwealth of Virginia, **ENTERPRISE COMMUNITY DEVELOPMENT, INC.** (The Recipient & Developer) and **1203 E BROOKLAND LLC.** (The Owner).

The Funds provided for and which are the subject of this Agreement, have been appropriated by the Virginia General Assembly in fiscal year 2022 to support the preservation and production of affordable housing, and are allocated for this project, however, the Department reserves the right to modify, amend or terminate this Agreement due to the reduction or rescission of state funds by the Virginia General Assembly. The Funds are subject to, and this Agreement incorporates by reference, the terms, rules and conditions set forth in the Virginia Housing Trust Fund Application, plan and guidelines and related laws of the Commonwealth of Virginia.

Upon execution of this Agreement, the Department has approved the Recipient's request for a loan and the Department authorizes the Recipient to initiate activities and incur expenses associated with the **1203 East Brookland Park Blvd** project in order to provide affordable housing. The Recipient agrees to comply with all of the terms and conditions of this Agreement, and all applicable State laws and requirements in its implementation of activities. The Recipient agrees to furnish in such a form as the Department may require, reports concerning the status of project activities and/or disposition of loan funds.

The Recipient shall hold the Commonwealth of Virginia, the Department, its agents and employees harmless from any and all claims and demands based upon or arising out of any actions by the Recipient, its employees, agents or contractors.

The Department reserves the right to modify, amend, or terminate this Agreement at any time during the term of this Agreement due to failure of the Recipient to comply with the terms and conditions of this Agreement and other documents set forth herein, or due to the loss, reduction or rescission of state funds from the Department.

- I. **Loan Amount** – The Department hereby awards a loan of \$900,000 of Housing Trust Fund resources to be used in a manner consistent with the proposed budget in the Affordable and Special Needs Housing application and the Scope of Eligible Activities, IV. The loan is intended to be for long-term permanent financing.
  
- II. **Term of Agreement** – This Agreement goes into effect upon execution/signing of this Agreement. The funding reservation will expire two years after the execution/signing of this Agreement. DHCD reserves the right to de-obligate the fund reservation at any time in the case of the project not making sufficient progress toward completion. This funding reservation may be extended at DHCD's discretion if the Recipient can demonstrate just

cause. This VHTF Program Agreement will remain in effect until the expiration of the Affordability Period (as defined in Section V).

- III. **Budget** – The attached budget, including other funding sources and projected expenses to be paid with Housing Trust Fund loan, are herein incorporated as a part of this Agreement.
- IV. **Scope of Eligible Activities** – 1203 East Brookland Park Blvd (the “Project”) is the new construction of forty-three (43) units of affordable rental housing across one (1) building located at 1203 East Brookland Park Blvd. Richmond VA 23222 which will be made available to individuals or families with incomes at or below 80% of the Area Median Income.
- V. **Affordability Period** – The Recipient must assure that the developed/preserved units will be used for affordable housing in accordance with program requirements and those specified with this Agreement for at least 30 years from the completion of the project. The completion date is the date that DHCD receives a complete and accurate rent lease up report, or a complete and accurate completion report including beneficiary data for the project if HOME funds are included in the project. At the end of the initial 30 years, the initial principal and any accrued interest shall be forgiven provided the recipient has been in compliance for 30 years. This affordability period shall be secured through a Deed of Trust. Deeds of Trust placed on the under the Virginia Housing Trust Fund may only be subordinated to other project financing with the approval of the Department.
- VI. **Fund Disbursement** – The loan of \$900,000 will be for a term of 30 years at one percent (1 %) interest, structured as an interest only must pay loan consisting of equal monthly interest payments. Payments shall be made in accordance with VHDA loan servicing guidance. Funds will be disbursed to VHDA for distribution at the project loan closing and must be used in accordance with the approved budget. Funds not disbursed by the expiration of this Agreement will be forfeited. Disbursements will be made by the Department on the basis of notification of the project loan closing date. The closing date must be confirmed by VHDA. The total disbursement of Housing Trust Fund funds shall not exceed the loan dollar amount awarded in section I. of this Agreement. Should the anticipated closing not take place, funds will be held at VHDA. Funds are intended to be used as long-term permanent financing
- VII. **Federal HOME Requirements** – If applicable, use of these funds results in a project that uses federal HOME Investment Partnerships Program funds, this Agreement shall be governed by all federal requirements pertaining to affordable housing projects developed under the HOME program. The Recipient’s failure to contact the Department in no way releases it from its responsibility to ensure compliance with federal HOME requirements in project construction, maintenance and management. This loan does    does not   X   include HOME Funds.
- VIII. **Repayment Provision** – The Housing Trust Fund loan is to be repaid in accordance with the rate and terms outlined in Section VI. VHDA will serve as the loan servicing entity. Failure

to make payments in accordance with the prescribed payment schedule may result in foreclosure on the property.

- IX. **Access to Property** – The Recipient shall give DHCD unrestricted access to the property for inspections and site review.
- X. **Records and Reports** – The Recipient shall maintain records as prescribed by the Department. The Recipient shall give DHCD unrestricted access to records, files, books, papers and documents related to the administration of the Housing Trust Fund project. Records pertaining to activities funded pursuant to this Agreement shall remain intact and accessible for at least five years beyond the end of the affordability period. In the event a litigation claim or audit is initiated prior to expiration of the record retention period, records shall be retained until such action is resolved to DHCD's satisfaction. DHCD reserves the right to change reporting requirements for the Housing Trust Fund as needed to ensure compliance.
- XI. **Accounting Records** – The Recipient shall record in its accounting system all funds received by it pursuant to this Agreement. All costs to be supported by the Housing Trust Fund loan shall be documented by properly executed invoices, contracts, or vouchers. All checks, invoices, contracts vouchers, orders, or other accounting documents pertaining in whole or in part to any project activity funded with the Housing Trust Fund shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall be retained by the Recipient for a period of five years beyond the end of the affordability period, and shall be readily accessible to the Department during the course of the project. Should any litigation claim or audit be started before the expiration of the affordability period, the records shall be retained until such action is resolved.
- XII. **Audit** – The Recipient must submit an annual audit to DHCD within thirty days after receipt of the auditor's report and nine months after the end of the audited period.
- XIII. **Termination, Suspension, Conditions** – If through any cause, the Recipient fails to comply with the terms, conditions or requirements of this Agreement, the Department may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least five days prior to such action. In the case of Agreement violations by the Recipient and/or termination of the project before completion, the Department may make a written request that all or some of the Funds be returned even if the Recipient has expended the Funds. The Recipient agrees to return such Funds as requested by the Department within 15 days of receipt of the written request.
- XIV. **Subsequent Contracts** – The Recipient shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the Funds are being provided to the Recipient. Any contractor or subcontractor, which is not the Recipient, shall comply with all the lawful requirements of the Recipient necessary to ensure that the project for which this

assistance is being provided under this Agreement is carried out in accordance with the Recipient's assurance and certifications.

- XV. **Federal Match** –Virginia Housing Trust Fund expenditures associated with this funding commitment will be used to meet the State's federal HOME program match requirement and may not be utilized for any subsequent match requirement without permission from the Department.
- XVI. **Miscellaneous** – This Agreement constitutes the entire and final Agreement between the parties with respect to the reserved funds and supersedes all prior negotiations. This Agreement is contingent upon the availability of Housing Trust Fund funds. This Agreement may be amended only in writing signed by DHCD and the Recipient. This Agreement may be terminated for convenience upon 30 days written notice by any party hereto. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. All provisions contained herein are severable and should any provision be held invalid by a court of competent jurisdiction the remaining provisions shall remain in full force and effect.

XVII. **ADDITIONAL ASSURANCES AND CONDITIONS:**

The Recipient hereby assures and certifies that:

It possesses legal authority to execute this Agreement;

It will ensure that resources are available to provide the housing units purchased through this Agreement at affordable rents to the targeted population for at least a period of 30 years.

That any additional funds needed to complete the Scope of Eligible Activities (IV) are committed and available for uses.

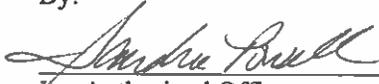
XVIII. **DEED OF TRUST**

The owner/developer agrees to place a Deed of Trust on the developed/preserved units to ensure that they are used for affordable housing for the targeted population for a period of 30 years. Should the property use be changed in that 30-year period the loan funds must be immediately re-paid in full to the Virginia Housing Trust Fund in accordance with the terms of this Agreement.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing  
and Community Development**

By:

  
\_\_\_\_\_

As: Authorized Officer

3/15/2023  
Date

**Enterprise Community Development, Inc.**

By: RF

Robert Fossi  
\_\_\_\_\_

Title Senior Vice President, Real Estate Development

March 14, 2023  
Date

**1203 E Brookland LLC.**

By: RF

Robert Fossi  
\_\_\_\_\_

Title: Authorized Officer

March 14, 2023  
Date

**VIRGINIA HOUSING  
601 SOUTH BELVIDERE STREET  
RICHMOND, VIRGINIA 23220**

## Community Impact Grant – Market Analysis

## GRANT AWARD NOTIFICATION (GAN)

Recipient Information		VHDA Information		
1. Contact Information:	Enterprise Community Development Corporation 875 Hollins Street Ste. 202 Baltimore, MD 21201 Alan Biller abiller@ecdcommunities.org	11. Grant Authority:	Virginia Housing	
		12. FAIN:	N/A	
		13. Federal/VHDA Award Date:	12/1/2021	
		14. Total Federal Award:	N/A	
2. Universal Identifier (DUNS):		15. Fund Source:	Virginia Housing	
3. VHDA Contact:	Catrina Paige catrina.paige@virginiahousing.com	16. Indirect Cost Rate:	%	
		17. Special Terms and Conditions: <i>This award is further subject to the attached Grant Agreement, Program Handbook and Funding Opportunity.</i>		
4. Grant Title:	223179 - FY22 Community Impact Market Analysis	18. Program Specific Instructions:		
5. Funding Opportunity:	146788 - FY22 Community Impact Market Analysis			
6. Grant Agreement	Award			
7. Grant Award Type:	Grant			
8. Grant Award Amount:	\$10,800.00			Original/Previous Award
	\$N/A			Current Award
	<b>\$10,800.00</b>			<b>Total Award</b>
9. Period of Grant Award:	12/01/21 - 11/30/23			
10: Eligible Activity:	Area Market Study and Economic Market Analysis			
19. Authorized by:		Date:		
<b>Monique S. Johnson</b> <b>Monique S. Johnson, Managing Director of Community Outreach</b>		Dec 2, 2021		



**VIRGINIA HOUSING DEVELOPMENT AUTHORITY  
MARKET ANALYSIS COMMUNITY IMPACT  
GRANT AGREEMENT**

This Grantee Agreement is entered into as of the 12/1/2021 by and between **the Virginia Housing Development Authority** "Virginia Housing" (Grantor) and **Enterprise Community Development Corporation** (Grantee).

**ARTICLE I – GENERAL**

Whereas, the Grantee is currently engaging in 223179 - FY22 Community Impact Market Analysis project

Whereas, the Grantee is exploring opportunities to create economically integrated and inclusive housing opportunities including housing options for people with disabilities; planning and community development to include significant attention to housing planning; and/or provide services and/or educational opportunities to further affordable housing;

Whereas, the Grantee has identified the need for financial resources to complete the research/study to determine feasibility;

Whereas, the Grantee submitted the prescribed Virginia Housing Development Authority Market Analysis Community Impact Grant Proposal dated 10/26/2021, requesting **\$10,800** in grant funds;

**ARTICLE II – PERIOD OF PERFORMANCE**

The Period of Performance shall begin on 12/1/2021 and expire at midnight on 11/30/2023.

**ARTICLE III – TERMS & CONDITIONS**

The parties hereto agree to the terms and conditions as follows:

- 1) To accept the **\$10,800** awarded by the Virginia Housing Development Authority in support of initial activities required to move this project forward including Plans, Studies and Assessments;
- 2) To use the Virginia Housing awarded funds solely for the stated purpose of supporting the costs associated with the Market Analysis;

- 3) To provide Virginia Housing with copies of plans, assessments or studies generated as a result of the referenced project including such documents generated as a result of financial support provided by other leveraged resources;
- 4) To authorize Virginia Housing full use of all such generated documents;
- 5) To complete the prescribed planning activity on or before 11/30/2023 unless granted an extension by Virginia Housing;
- 6) **Public Event/Press Distribution.** Grantee agrees to alert Virginia Housing/Grant Officer of any public event or press distribution that is tied to the grant award. Any use of Virginia Housing Logos must be requested in a timely manner prior to use and all marketing materials must be approved by Virginia Housing prior to use;
- 7) **Virginia Housing Mandatory Meetings/Trainings.** Virginia Housing Mandatory Meetings/Trainings. Grantee is required to attend all mandatory meetings/trainings, as determined by Virginia Housing. In the sole discretion of Virginia Housing, failure to attend mandatory meetings/trainings may result in Grantee being barred from future grants;
- 8) **Reporting.** Grantee agrees to submit its funded plan, assessment or study to Virginia Housing before the last day of the period of performance;
- 9) **Claims.** Grantee agrees to request reimbursement for funds after the organization's completed plan, study or assessment is submitted to Virginia Housing. **Multi-jurisdictional** organizations whose report covers multiple localities may request reimbursement for funds twice; 50% of the award before the plan, analysis or assessment is submitted to Virginia Housing and 50% after the submission of the organization's completed report.

Proof of payment must be submitted with the claim for each expense in which reimbursement is requested.

Amount requested cannot exceed the currently approved budget.

Only one claim may be submitted under this program. Multi-jurisdictional organizations whose report covers multiple localities may request reimbursement for funds twice; 50% of the award before the plan, analysis or assessment is submitted to VHDA, and 50% after submission of the organization's completed report.

**\*Virginia Housing will not accept/process any late claims after the final due date of 11/30/2023 \***

- 10) The following documents which are a part of this AGREEMENT and are incorporated by reference herein as if set out in full: MARKET ANALYSIS GRANT APPLICATION PACKAGE and BUDGET.

#### **ARTICLE IV – PRICE**

- A. Maximum Grant Amount.** Grantee shall be paid according to the terms of this Grantee Agreement for all work required, performed, and accepted under this Grantee Agreement in an amount not to exceed the amount shown in Article I of this Grantee Agreement. Grantee shall bear the burden of all costs in excess of the Maximum Grant Amount.
- B. Cost Reimbursement.** Grantee must submit claims based on actual expenses.
  1. **Allowable Costs.** Virginia Housing shall pay Grantee, up to the Maximum Grant Amount as stated in Article I of this Grantee Agreement. Grantee is prohibited from using any part of this Grant to satisfy a delinquent debt. Allowable Costs are costs incurred in the performance of this Grant Agreement that are determined by Virginia Housing to be allowable, allocable, and reasonable in accordance with the:

- Provisions of this Grantee Agreement, and
  - Virginia Housing Community Impact Handbook
2. **Indirect Cost Rates.** Unless the Grantee has an existing Negotiated Indirect Cost Rate Agreement (NICRA) approved by the cognizant federal agency as defined in 48 CFR 2.101., Grantee may choose to take a ten percent (10%) de minimis indirect cost rate.
  3. **Period of Availability of Funds.** Grantee may charge to the Grant only Allowable Costs resulting from obligations incurred during the Period of Performance.
  4. **Profits.** No fee, profit, or other increment above allowable costs shall be paid to the Grantee.
  5. **Grantees with Multiple Sources of Funding.** Grantee shall not be reimbursed by Virginia Housing under this Grantee Agreement for activities that are directly or indirectly reimbursed from any other source, including fees. Grantee shall include in its claim under this Grantee Agreement only the portion of those activities for which the Grantee does not receive reimbursement from any other funding source. For oversight purposes, Virginia Housing reserves the right to request from Grantee, and other stakeholders if applicable, grant reporting data and information related to other sources of funding (to verify that Virginia Housing activities are not being billed to another source of funding).

**C. Burden of Proof.** The burden of proof for all work performed rests with the Grantee. All supporting records are subject to inspection and audit by Virginia Housing at any time during and after the expiration of the Period of Performance as specified in Article III.

**D. Restrictions on Use of the Grant Award.** The Grant Funds awarded under this Grantee Agreement shall be used in accordance with the terms of this Grantee Agreement, the NOFO Application as approved by Virginia Housing, the Virginia Housing Community Impact Handbook, and applicable laws and regulations.

#### **ARTICLE V – OVERSIGHT**

- A. By entering into this Agreement, Grantee, including any subsidiary or affiliate of Grantee, agrees to cooperate fully with the monitoring and oversight efforts as conducted by Virginia Housing, its agents, authorized representatives, and third-party contractors, through site visits, file audits, and other methods. Oversight may include, but is not limited to, remote inspection or on-site performance reviews by Virginia Housing and/or third parties acting on behalf of Virginia Housing. Grantee must cooperate with all Virginia Housing oversight activities, to include requests for access to facilities, access to Grantee's records and requests for information. If Grantee has other obligations that require client information to be kept confidential, measures must be taken to ensure that Virginia Housing and/or third parties acting on behalf of Virginia Housing has access to client files and information for audit and oversight purposes that demonstrates to the satisfaction of Virginia Housing the requirements of this Agreement are being or have been met.

#### **ARTICLE VI – RECORD KEEPING AND COMPLIANCE**

- A. **Record Keeping Requirements.** All files associated with this Agreement (see list below) for three (3) years after completion of this Agreement.

- a. Grantee agrees to retain all financial records, supporting documentation, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The only exceptions are the following:
  1. If any litigation, claim or audit is started before expiration of the three (3) year period, the records shall be retained until the litigation, claims or audit findings involving the records have been resolved and final action taken.
  2. Records for real property and equipment acquired shall be retained for three (3) years after final disposition.
- b. Note that Grantee may also be subject to record retention requirements under other applicable laws and regulations.

**B. Type of Record Keeping System.** Grantee may use any record keeping system provided that the chosen system results in a complete and accurate set of records that are retained per the requirements in this agreement. The resulting records must enable easy monitoring by Virginia Housing when conducting a performance review of the Grantee's activities.

- a. Grantee agrees to provide updated financial statements (including general ledger details and quarterly financial statements) before each disbursement of funds as requested by Virginia Housing and/or third parties acting on behalf of Virginia Housing.

**C. Compliance.** Grantees must comply with all requirements to include applicable handbooks, current legislative & programmatic requirements, as well as requirements for program eligibility, approval, delivery of services, record keeping, reporting, performance monitoring, and all other documentation related to this Agreement.

- a. Grantee is required to notify Virginia Housing if they are the subject of any pending investigation related to the disbursement of funds, financial reporting, and use of funds, related to this Agreement.

**D. Auditing.** Grantee agrees to cooperate fully with Virginia Housing, its agents, authorized representatives, and third-party contractors as they perform evaluation, monitoring, quality control, audit, audit-related activities and compliance reviews.

- a. Whenever possible, Virginia Housing and/or third parties acting on behalf of Virginia Housing will give Grantee fifteen (15) days' notice before conducting an on-site review. However, in situations where a specific concern warrants immediate action, Virginia Housing and/or third parties acting on behalf of Virginia Housing reserves the right to give less than fifteen (15) days' notice.
- b. Virginia Housing and/or third parties acting on behalf of Virginia Housing shall have the right to request, and Grantee hereby agrees to comply with any and all requests by Virginia Housing, copies of financial audits conducted during the Agreement period.

## **ARTICLE VII - DEFAULT, REMEDY, SUSPENSION, AND TERMINATION**

**A.** Virginia Housing reserves the right to immediately upon notification, suspend or terminate this Agreement with any Grantee who fails to comply with the terms and conditions of the Agreement up to and including:

1. Any material failure by Grantee to comply with the terms and conditions of this Agreement.
2. Any failure by Grantee to comply with a statute, regulation, or other requirement
3. Failure by Grantee to expend funds in accordance with requirements;
4. Grantee fails to return funds subject to recapture to Virginia Housing within the required timeframe;
5. Grantee becomes the subject of a federal, state, or local investigation, whether criminal, civil or otherwise;
6. Grantee becomes a going concern; becomes insolvent, defunct, or commences bankruptcy proceedings;
7. Any director, officer or manager of Grantee engage in fraud, willful misconduct, gross negligence or misappropriate any funds;
8. Acts or omissions made by the Grantee and/or third parties acting on behalf of Grantee, in the sole and reasonable determination of Virginia Housing, may cause Virginia Housing significant reputational harm; and/or
9. Any misrepresentation which, if known by Virginia Housing, would have resulted in funds not being disbursed.

If non-compliance occurs, Grantee agrees to notify Virginia Housing. In the event that Virginia Housing becomes aware of an issue, Virginia Housing shall provide a reasonable opportunity to respond or to take corrective action as appropriate. Virginia Housing reserves the right to suspend disbursements to Grantee during this corrective action time period, commensurate with the seriousness of the non-compliance. Virginia Housing reserves the right to place additional conditions on the continuance of the Agreement if appropriate.

**Suspension.** If Grantee is unable to address the non-compliance to the satisfaction of Virginia Housing within the timeframe specified, Grantee shall be placed in “Suspended” status until the time that the non-compliance is addressed to the satisfaction of Virginia Housing, but no longer than six months from the date of the notice of suspension. During the time suspension period, payments shall be discontinued and/or withheld until the non-compliance is addressed to the satisfaction of Virginia Housing. Virginia Housing reserves the right to extend “Suspended” status for a reasonable time period beyond six months under special circumstances as defined by Virginia Housing.

**Default and Termination.** If Grantee fails to resolve the non-compliance to the satisfaction of Virginia Housing within six months of the date of the notice of suspension, or within any extended timeframe previously approved, Virginia Housing may take one or more of the following actions: (1) recover misspent or unspent funds, (2) de-obligate awarded but un-disbursed funds, (3) terminate the Agreement for cause, or (4) take other remedies that may be legally available. Upon termination of the Agreement, all unspent funds (as determined by Virginia Housing) shall revert immediately to Virginia Housing, either in the form of recapture or de-obligation.

Virginia Housing reserves the right to amend or cancel this grant agreement at any time with written notice to be provided to the grantee at the following address: Enterprise Community Development Corporation, 875 Hollins Street Ste. 202, Baltimore, MD 21201. Upon termination of the Agreement, all unspent funds (as determined by Virginia Housing) shall revert immediately to Virginia Housing, either in the form of recapture or de-obligation.

**IN WITNESS WHEREOF**, each of the Parties has caused the following Market Analysis Community Impact FY22 Grant Agreement to be executed by its duly authorized officer or agent. No alterations of the official version of the Market Analysis Community Impact FY22 Grant Agreement delivered by Virginia Housing to Grantee have been accepted unless such change is acknowledged by Virginia Housing through a signature on the page of the Grant Agreement containing such change.

Virginia Housing Development Authority

Agency: Enterprise Community Development

Signed:  
*Monique S. Johnson*

Signed: *Shelynda Brown*

Monique S. Johnson

Print: Shelynda Brown

Community Outreach Managing Director

Title: Vice President, Real Estate

Date: Dec 6, 2021



March 12, 2024

Rob Fossi  
Enterprise Community Development  
875 Hollins Street, Suite 202  
Baltimore, MD 21201

RE: 1203 East Brookland Park Blvd, Richmond, Virginia (the "Development")

Dear Mr. Fossi:

This letter of interest from Enterprise Housing Credit Investments, LLC. (Enterprise) for providing equity, through an investment fund which would be formed by Enterprise, to the Development, is valid for nine months from the date of this letter. Enterprise is one of the leading syndicators of low-income housing tax credits ("LIHTC"). Since the enactment of the federal Low Income Housing Tax Credit program in 1986, Enterprise has raised more than \$14 billion in equity for the development of low-income housing.

This letter of interest is based on a preliminary review of the information provided by you. This information indicates that the Development would generate, an annual allocation of approximately \$1,071,610 in Federal LIHTC, \$141,278 in Federal Solar Investment Tax Credits, and \$215,000 in Federal 45L credits assuming the assumptions set forth in the pro forma are satisfied. We understand that the Development will use the Average Income Test. We understand that the credit amount may fluctuate, and we anticipate purchasing all available credits generated by the Development.

The pro forma presented to Enterprise as part of the preliminary submissions indicates pricing in the range of \$0.8650 on the tax credit dollar for Federal LIHTC, Solar, and 45L credits. Based on these assumptions, the Development would generate an equity investment in the amount of approximately \$9,578,000. This estimate of pricing appears supportable if the transaction were to close today. The equity markets are extremely volatile at this point in time. The ultimate ability of Enterprise to close on this transaction will be determined by investor yield requirements and the availability of capital much closer to the time of closing.

Enterprise's investor for this Development is expected to be a fund sponsored by Enterprise. Enterprise has reviewed the application for the Development and completed initial financial modeling and finds the Development to be feasible. We have not yet conducted a site visit, and we expect our third-party Market Analyst to complete their review approximately 60-90 days prior to closing. We anticipate Enterprise investment committee review will occur at least two weeks prior to the projected closing date. We will complete the majority of our due diligence prior to our committee date, with the final due diligence prior to closing. Enterprise will comply with the Virginia Department of Housing and Community Development (DHCD) regulations. Enterprise charges no syndication costs, other than third party review of construction plans and monitoring of progress, legal costs of approximately \$55,000, and an annual investor services fee of \$5,000.

Anticipated Equity Pay-In:

Milestone	Percentage of Equity
Initial Closing	10.08%
During Construction	50.91%
Stabilization	38.06%
8609/Tax Return	0.95%

Once you have received a reservation of tax credits, please contact us so that we can continue the underwriting of the Development.

Sincerely,

Daniel J. Magidson, Vice President



## CITY OF RICHMOND

### Housing and Community Development

August 21, 2023

Matt Engel  
Sr. Director, Real Estate Development  
Enterprise Community Development, Inc.  
4901 Libbie Mill E. Blvd., #210  
Richmond, VA 23230

RE: Award Letter for FY24 Federal Entitlement Program Funding: HOME Funds

Dear Mr. Engel:

We are pleased to inform you that City Council has adopted the FY23-24 budget for the CDBG, HOME, ESG, and HOPWA funds on 06/26/2023, (Ordinance #2023-181). The following project(s) were approved for your organization:

<u>Project Name</u>	<u>Grant Type</u>	<u>Amount</u>
1203 East Brookland Park Boulevard	HOME	\$250,000

The City of Richmond's approved CDBG, HOME, ESG, and HOPWA programs are part of the FY23-24 Annual Action Plan which was submitted to and approved by the U.S. Department of Housing and Urban Development (HUD).

#### **Instructions for Signatures and Processing of Item Plans and Contracts:**

The City will send the Item Plan and contract via DocuSign, for your organization's applicable Project Manager to initial and date and you to sign in the appropriate location of the documents. Once the document has been initialed and signed, the document will automatically route to the next person in the signing hierarchy for their signature. Please notify your Board Chair so they will be expecting an email from DocuSign. Once all persons have initialed and/or signed, the document will be returned to the appropriate HCD Project Manager for processing within the City system. Your assigned Project Manager is Loren Brown. Please feel free to contact him at [loren.brown@rva.gov](mailto:loren.brown@rva.gov).

Within fifteen (15) days of receipt of this letter, please complete and send the attached Project Contact Information Sheet, along with a copy of your organization's Certificate of Insurance (COI) with the appropriate limits, declarations, and expiration date via email to Kristen Stell at [Kristen.Stell@rva.gov](mailto:Kristen.Stell@rva.gov). Also copy your Project Manager on the email to Ms. Stell. There is no need to mail a copy of this document to our office. In addition, it is not necessary to send the document multiple times even if you have multiple projects. Attached is a sample COI with the new required limits as provided by the City's Risk Manager. While we cannot require you to have an Umbrella Policy, we do recommend that you consult with your insurance agency about that type of coverage as well as all of your policies.

We look forward to working with you in the year ahead. If you have any questions, please feel free to contact me at [Sherrill.Hampton@rva.gov](mailto:Sherrill.Hampton@rva.gov) or your respective Project Manager.

Sincerely,

A handwritten signature in black ink, appearing to read "Sherrill Hampton". The signature is written in a cursive style with a large, sweeping initial "S".

Sherrill Hampton  
Director

Cc: Alan Biller  
Sherrill Hampton

---



February 28, 2024

Kathleen Kramer  
1203 E Brookland LLC  
8403 Colesville Road, Suite 1150  
Silver Spring, MD 20910

Dear Ms. Kramer:

Enterprise Community Development (ECD) will provide a Seller Note in the amount of \$580,000 to 1203 E Brookland Park LLC to support the construction of a new 43-unit affordable housing building in Richmond. The Seller Note will be an interest only cash flow dependent loan with a term of 40 years at an interest rate set no lower than the Applicable Federal Rate. (AFR)

Please feel free to contact me with any further questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rob Fossi".

Rob Fossi  
Senior Vice President



# FALL 2023 AFFORDABLE AND SPECIAL NEEDS HOUSING PROGRAM AWARDS

Organization	Project Name	Locality	Award
Arlington Partnership for Affordable Housing	Crystal House Six	Arlington County	\$3,800,000
Surber Development and Consulting LLC	Bellevue Gardens	City of Richmond	\$3,800,000
Canterbury Enterprises LLC	Swansboro Place	City of Richmond	\$3,400,000
Community Housing Partners	Witter Place	City of Alexandria	\$3,400,000
Piedmont Housing Alliance	Cherry A	City of Charlottesville	\$3,400,000
Piedmont Housing Alliance	Cherry B	City of Charlottesville	\$3,400,000
Taft-Mills Group	Hillpoint Trace	City of Suffolk	\$3,278,172
Surber Development and Consulting LLC	Overlook Ridge	Augusta County	\$2,941,830
Rappahannock Rapidan Community Services Board	Madison Road Apartments	Orange County	\$2,876,850
Piedmont Housing Alliance	Friendship Court Apartments Phase II	City of Charlottesville	\$2,800,000
Alexandria Housing Development Corporation	GMV 4A	City of Alexandria	\$2,700,000
Alexandria Housing Development Corporation	GMV 4B	City of Alexandria	\$2,700,000
Alexandria Housing Development Corporation	GMV 9A	City of Alexandria	\$2,700,000

Arlington Partnership for Affordable Housing	Avonlea Senior Four	Loudoun County	\$2,700,000
Arlington Partnership for Affordable Housing	Avonlea Senior Nine	Loudoun County	\$2,700,000
Brinshore	Tidewater Gardens B1	City of Norfolk	\$2,700,000
Brinshore	Tidewater Gardens B2	City of Norfolk	\$2,700,000
Community Housing Initiative Inc.	The Harbor at Quantico Creek	Prince William County	\$2,700,000
S. L. Nusbaum Realty Co.	Mainline Apartments Phase I	Stafford County	\$2,700,000
S. L. Nusbaum Realty Co.	Mainline Apartments Phase II	Stafford County	\$2,700,000
Helping Overcome Poverty's Existence, Inc.	Monroe North Housing	Wythe County	\$2,681,850
Petersburg Redevelopment and Housing Authority	Pecan Acres Estates Phase II	City of Petersburg	\$2,600,000
Better Housing Coalition	Carter Woods IV	Henrico County	\$2,577,363
Taft-Mills Group	Lily Gardens	City of Staunton	\$2,558,238
Shag Development LLC	Dearington Hills Apartments II	City of Lynchburg	\$2,286,994
Piedmont Housing Alliance	1025-B Park Street	City of Charlottesville	\$2,245,000
Conifer LLC	Telestar Court	Fairfax County	\$2,100,000
Fairfax County Redevelopment and Housing Authority	Little River Glen 1	Fairfax County	\$2,100,000
Landmark Asset Services Inc.	Rivermont School Apartments	City of Covington	\$2,100,000
Southside Community Development and Housing Corporation	Emporia Rail Depot Townhomes	City of Emporia	\$2,100,000
Hill Tide Housing Investments LLC	Goose Creek	City of Staunton	\$1,950,000

Landmark Asset Services Inc.	Seeland Valley Apartments	City of Danville	\$1,900,000
Piedmont Housing Alliance	1025-A Park Street	City of Charlottesville	\$1,820,000
New Road Community Development Group Inc.	Legacy Plaza Rental	Northampton County	\$1,804,500
Commonwealth Catholic Charities Housing Corporation	1903 Semmes	City of Richmond	\$1,800,000
Greater Charlottesville Habitat for Humanity	Southwood Rentals I	Albemarle County	\$1,800,000
Surber Development and Consulting LLC	Grande Oak II	York County	\$1,657,858
The Lawson Companies	700 West 44 - 4%	City of Richmond	\$1,500,000
SCG Development Partners LLC	Somos Phase A	Fairfax County	\$1,400,000
SCG Development Partners LLC	Somos Phase B	Fairfax County	\$1,400,000
Wesley Housing Development Corporation	First Christian Church of Falls Church	City of Falls Church	\$1,400,000
ZeroPak Development LLC	The ZeroPak Phase I	City of Winchester	\$1,400,000
Alexandria Housing Development Corporation	Seminary Road Phase 2 - 2023/2024 - HIEE	City of Alexandria	\$1,118,930
Cumberland Plateau RHA	Main Street Villas	Russell County	\$1,088,833
People Incorporated	Manassas Veterans Housing and Post Center	City of Manassas	\$1,084,000
Alexandria Housing Development Corporation	Seminary Road Phase 1 - 2023/2024 - HIEE	City of Alexandria	\$1,048,997
Harrisonburg Redevelopment and Housing Authority	Commerce Village II Annex PSH	City of Harrisonburg	\$1,000,000
New Road Community Development Group Inc.	Legacy Phase II – Homeownership Units	Northampton County	\$939,413
New Road Community Development Group Inc.	Legacy Phase II - Rental	Northampton County	\$939,400

Community Services Housing Inc.	Northeast 11th Street Housing	City of Charlottesville	\$900,000
Enterprise Community Development	1203 East Brookland Park Blvd.	City of Richmond	\$900,000
Better Housing Coalition	Colbrook 2	Chesterfield County	\$700,000
Brinshore	Tidewater Gardens A	City of Norfolk	\$700,000
Fairfax County Redevelopment and Housing Authority	Little River Glen 4	Fairfax County	\$700,000
Fauquier Habitat for Humanity	Fauquier HFH Haiti Street 2023	Fauquier County	\$700,000
Greater Charlottesville Habitat for Humanity	Southwood Village 3 Single-Family	Albemarle County	\$700,000
Greater Charlottesville Habitat for Humanity	Southwood Village 3 Townhomes	Albemarle County	\$700,000
Habitat for Humanity Peninsula and Greater Williamsburg	PGW JCC 2024 Project	James City County	\$700,000
Lynx Ventures Inc.	Oak Grove Apartments	City of Richmond	\$700,000
project:HOMES	2100 Bainbridge Rental	City of Richmond	\$700,000
S. L. Nusbaum Realty Co.	288 Lofts Phase I	Chesterfield County	\$700,000
S. L. Nusbaum Realty Co.	288 Lofts Phase II	Chesterfield County	\$700,000
Staunton-Augusta-Waynesboro Habitat for Humanity Inc.	Staunton Workforce Housing Project 2024	City of Staunton	\$700,000
The Lawson Companies	Miller's Rest Apartments II - 4%	City of Lynchburg	\$700,000
The Lawson Companies	Miller's Rest Apartments II - 9%	City of Lynchburg	\$700,000
The Lawson Companies	The Landing at Mason's Bridge	Prince William County	\$700,000

The Maggie Walker Community Land Trust	The Oak Grove Townhomes	City of Richmond	\$700,000
TM Associates Development Inc.	Deerfield Apartments	Nottoway County	\$700,000
project:HOMES	New Construction Homes in Richmond 2023	City of Richmond	\$699,994
Piedmont Habitat for Humanity	Keysville Homes- 2024	Charlotte County	\$623,203
SCG Development Partners LLC	One University Family	City of Fairfax	\$600,000
SCG Development Partners LLC	One University Senior	City of Fairfax	\$600,000
Wesley Housing Development Corporation	The Lamb Center	Fairfax County	\$600,000
Judeo-Christian Outreach Center	JCOC 3H Housing	City of Virginia Beach	\$500,000
Alexandria Housing Development Corporation	Seminary Road Phase 3 - 2023/2024 - HIEE	City of Alexandria	\$437,497
Virginia Beach Community Development Corporation	Tranquility at the Lakes II	City of Virginia Beach	\$308,699
Alexandria Housing Development Corporation	Seminary Road Phase IV PSH	City of Alexandria	\$252,358
Taft-Mills Group	Old Hundred Trace	Chesterfield County	\$196,695
	<b>TOTAL:</b>		<b>\$129,016,674</b>

# **Tab U:**

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



Whether it's a house, apartment, duplex or townhouse, renting can have its advantages over purchasing. Here are some resources to help you understand and explore your options for finding affordable rental housing in Virginia. As a renter, you have certain rights that protect you and your interests, but you also have responsibilities. Become familiar with what you need to know. Virginia Housing provides Renters the opportunity to complete free courses and access other resources at their website. Renters are encouraged but not required to access this information. To begin, Renters need to create an account on the VHDA website that is included in the links below. The eBook is a comprehensive resource that covers financial readiness, credit, searching for rentals, the application, the lease agreement, security deposit, tenant rights & responsibilities, housekeeping, and maintenance & repairs. The online course is available in both English and Spanish. It is comprised of nine (9) standalone modules/chapters and is available 24 hours a day. A Certificate of Completion is made available at the completion of each chapter. Renters can download the certificate, print, save, and share by email if desired. Links for Assistance to Renters Before Taking the Renter Education Program:

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

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

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

Acknowledgment of Renter of \_\_\_\_\_ (Apartments):

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO  
Klein Hornig LLP  
1325 G Street NW, Suite 770  
Washington, DC 20005  
Attn: Jessica Worthington

**RIGHT OF FIRST REFUSAL AGREEMENT**  
**(1203 East Brookland Park Blvd.)**

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of March 9, 2023 by and among **1203 E BROOKLAND LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **Enterprise Community Development, Inc.**, a Maryland non-stock nonprofit corporation (the “Grantee”), and is consented to by **1203 E BROOKLAND MM LLC**, a Virginia limited liability company (the “Managing Member”), [INVESTOR ENTITY], a [ ] limited liability company (the “Investor Member”) and [ ] **SPECIAL LIMITED PARTNER, L.L.C.**, a [ ] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of a 43-unit apartment project for families commonly known and located at 1203 East Brookland Park Blvd., Richmond, Virginia (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is the sole member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by Virginia Housing (or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
- (i) the payment of all cash or immediately available funds at Closing, or
  - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any

Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in Richmond, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**” latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner’s attorney’s fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the

property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

#### Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

#### Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

#### Section 9. Option to Purchase

- A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).
- B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

#### Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
  - (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
  - (iii) If to the Grantee, 8403 Colesville Rd., Suite 1150, Silver Spring MD 20910;
- and

#### Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

#### Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

#### Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

#### Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

#### Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

**OWNER:**

**1203 E BROOKLAND LLC**

a Virginia limited liability company

By: 1203 E Brookland MM LLC  
a Virginia limited liability company,  
its managing member

By: Enterprise Community Development, Inc.  
a Maryland nonstock corporation,  
its sole member

By: [Signature]  
Name: Robert Fossi  
Title: SVP, Real Estate Development

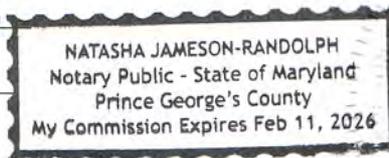
STATE OF MARYLAND )  
 ) to-wit:  
CITY/COUNTY OF PRINCE GEORGES )

On 9 MARCH, 2023 before me, the undersigned, a notary public in and for said state, personally appeared Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, the sole member of 1203 E Brookland MM LLC, a Virginia limited liability company, which is the managing member of 1203 E Brookland LLC, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: [Signature]

Commission expires: 11 FEBRUARY 2026

Registration No.: -



**GRANTEE:**

**ENTERPRISE COMMUNITY DEVELOPMENT, INC.**

a Maryland nonstock corporation

By: [Signature]  
Name: Robert Fossi  
Title: SVP, Real Estate Development

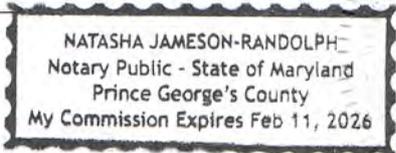
STATE OF MARYLAND )  
 ) to-wit:  
CITY/COUNTY OF PRINCE GEORGES )

On 9 MARCH, 2023 before me, the undersigned, a notary public in and for said state, personally appeared Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: [Signature]

Commission expires: 11 FEB 2026

Registration No.: -



The undersigned hereby consents to the foregoing right of first refusal agreement as of the date first set forth hereinabove.

**MANAGING MEMBER:**

**1203 E BROOKLAND MM LLC**  
a Virginia limited liability company

By: Enterprise Community Development, Inc.  
a Maryland nonstock corporation,  
its sole member

By: [Signature]  
Name: Robert Fossi  
Title: SVP, Real Estate Development

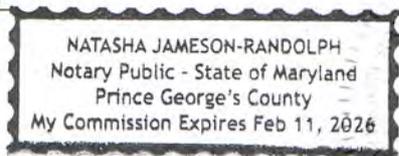
STATE OF MARYLAND )  
 ) to-wit:  
CITY/COUNTY OF PRINCE GEORGES )

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Notary Public: [Signature]

Commission expires: 11 FEBRUARY 2026

Registration No.: -



The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**INVESTOR MEMBER:**

[INVESTOR ENTITY], a [ ] [ ] limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

**SPECIAL MEMBER:**

[ ] [ ] **SPECIAL LIMITED PARTNER, L.L.C.**, a [ ] [ ] limited liability company

By:[ ], LLC, a [ ] [ ] limited liability company, its manager

By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
CITY/COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, the undersigned, a notary public in and for said state, personally appeared [ ], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [ ], the manager of [Investor Entity], a [ ] limited liability company, and [ ] **Special Limited Partner, L.L.C.**, a [ ] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

**EXHIBIT A**

LEGAL DESCRIPTION

ALL that certain tract, piece or parcel of land situate in the City of Richmond and Commonwealth of Virginia, to-wit:

FROM a rod marking the southwest of Second Avenue and East Brookland Park Boulevard run North 82 19 01 west along the southerly line of East Brookland Park Boulevard for 350.40 to a rod marking the Point of Beginning.

FROM said Point of Beginning, continue North 82 19 01 West along the southerly line of East Brookland Park Boulevard for 132.10 to a rod marking the southeast corner East Brookland Park Boulevard and Woodcliff Avenue for 202.97 to a rod on the northerly line of an alley 14.91 wide; thence run South 75 30 35 East along the northerly line of said alley for 119.98 to a rod; thence run North 15 17 34 East for 210.49 to the Point of Beginning. Containing 0.61 acres.

BEING the same real estate conveyed to Melford L. Pinchback, by deed from Raymond L. Williams, dated July 31, 1995, recorded August 1, 1995, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, in Deed Book 448, page 855.

THE SAID Melford L. Pinchback, also known as Melford Lee Pinchback, died intestate on or about March 26, 2018, leaving as his sole heir at law his wife, Barbara Pinchback, as evidenced by that certain Real Estate Affidavit dated and filed for record on August 10, 2018, as Instrument No. 18000657, in the aforesaid Clerk's Office.

RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL  
TO: [Klein Hornig LLP 1325 G  
Street NW, Suite 770 Washington,  
DC 20005 Attn: Jessica  
Worthington](#)

---

## RIGHT OF FIRST REFUSAL AGREEMENT

~~([Project name] Apartments~~[\(1203 East  
Brookland Park Blvd.\)](#)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of ~~[Closing  
Date]~~[March 9, 2023](#) by and among ~~[OWNER ENTITY]~~[1203 E BROOKLAND LLC](#), a  
Virginia limited liability company (the “Owner” or the “Company”),  
~~[\_\_\_\_\_]~~[Enterprise Community Development, Inc.](#), a  
~~Virginia~~[Maryland](#) non-stock nonprofit corporation (the “Grantee”), and is consented to by  
~~[MANAGING MEMBER ENTITY]~~[1203 E BROOKLAND MM LLC](#), a Virginia limited  
liability company (the “Managing Member”), [INVESTOR ENTITY], a [ \_\_\_\_\_ ] limited  
liability company (the “Investor Member”) and [ \_\_\_\_\_ ] **SPECIAL  
LIMITED PARTNER, L.L.C.**, a  
[ \_ \_\_\_\_\_ ] limited liability company (the “Special Member”). The Managing Member, the  
Investor Member and the Special Member are sometimes collectively referred to herein as the  
“Consenting Members”. The Investor Member and Special Member are sometimes collectively  
referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and  
inure to the benefit of the parties and their successors and assigns to the foregoing.

### Recitals

- A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of ~~an [ ]~~[a 43](#)-unit apartment project for families [commonly known and](#) located in ~~[\_\_\_\_\_], Virginia and commonly known as “[Project name] Apartments”~~[at 1203 East Brookland Park Blvd., Richmond, Virginia](#) (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is ~~a~~[the sole](#) member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by Virginia Housing ~~Development Authority ("Virginia Housing")~~ (or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however,* that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
- (i) the payment of all cash or immediately available funds at Closing, or
  - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent

shall be secured at the sole cost and expense of Grantee; provided, however, that any

Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

#### Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

~~C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.~~

#### Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in ~~the [ ]~~ Richmond, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "**AS IS, WHERE IS**" and "**WITH ALL FAULTS AND DEFECTS**," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” and/or “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

#### Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received ~~(i)~~ (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, ~~[ \_\_\_\_\_ ], \_\_\_\_\_~~ 8403 Colesville Rd., Suite 1150, Silver Spring MD 20910; and

#### Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

#### Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

#### Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

#### Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the

foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law

or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

**OWNER:**

1203 E BROOKLAND LLC

~~[OWNER ENTITY]~~, a [Virginia] limited liability company

By: ~~[Managing Member Entity]~~, 1203 E Brookland MM LLC  
a [Virginia] limited liability company,  
its managing member

By: Enterprise Community Development, Inc.  
a Maryland nonstock corporation,

By: \_\_\_\_\_  
its sole member

By:   
Name: Robert Fossi

Title: SVP, Real Estate Development

~~COMMONWEALTH OF VIRGINIA CITY/~~STATE OF

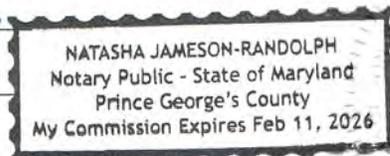
COUNTY OF \_\_\_\_\_  
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On 4<sup>th</sup> My, 2026, before me, the undersigned, a notary public in and for said state, personally appeared ~~[\_\_\_\_\_]~~ Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~she~~he executed the same in ~~her~~his capacity as ~~[\_\_\_\_\_]~~ SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, the ~~managing~~sole member of ~~the [Managing Member Entity]~~ 1203 E Brookland MM LLC, a Virginia limited liability company, which is the managing member of ~~[Owner Entity]~~ 1203 E Brookland LLC, a Virginia limited liability company, and that by ~~her~~his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public:   
Date: 11 FEBRUARY 2026



KH 1119662.2

KH 862716.10

Commission

~~Expires~~expires:

Registration No.:

~~Right of First Refusal Agreement [Project name] Apartments Signature Page 1 of 4~~

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Right of First Refusal Agreement  
1203 E BROOKLAND Apartments  
Signature Page 2 of 4

KH 862716.10

**GRANTEE:**

~~{\_\_\_\_\_}~~, ENTERPRISE COMMUNITY DEVELOPMENT, INC.

a ~~Virginia non-stock nonprofit~~ Maryland nonstock corporation

By: \_\_\_\_\_

Name: Robert Fossi

Title: SVP, Real Estate Development

~~COMMONWEALTH OF~~ MARYLAND

~~COMMONWEALTH OF~~ VIRGINIA ~~CITY~~ STATE OF

~~of~~ in COUNTY OF RM I

)}  
)} to-Wit:  
)}

On \_\_\_\_\_ {•, ~~20, before~~ 2020 before me, the undersigned, a notary public in and for said state, personally appeared ~~{\_\_\_\_\_}~~ Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~she~~ he executed the same in ~~her~~ his capacity as ~~{\_\_\_\_\_}~~ SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, and that by ~~her~~ his signature on the instrument, the entity, individual or the person on behalf of which ~~the~~ individual acted, executed the instrument.

[Signature]

Notary Public: \_\_\_\_\_

Commission ~~Expires~~ expires:

Commission ~~Expires~~ expires:

5-10 Registration No.: \_\_\_\_\_

~~Right of First Refusal Agreement [Project name] Apartments Signature Page 2 of 4~~

NAT SHA JWESOH-RANDOLPH;  
Notary Public - State of Maryland

Prince George's County  
My Commission Expires Feb 11, 2026

~~KH 1119662.2~~

Right of First Refusal Agreement  
1203 E BROOKLAND Apartments  
Signature Page 3 of 4

KH 862716.10

The undersigned hereby consents to the foregoing ~~Right~~ right of ~~First Refusal Agreement~~ first refusal agreement as of the date first set forth hereinabove.

MANAGING MEMBER:

1203 E BROOKLAND MM LLC

~~[MANAGING MEMBER ENTITY]~~, a Virginia limited liability company

By: Enterprise Community Development, Inc.  
a Maryland nonstock corporation,  
its sole member

By:



~~COMMONWEALTH OF VIRGINIA~~

~~CITY~~

Name: Robert Fossi  
Title: SVP, Real Estate Development

STATE OF

MARYLAND

)  
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CITY/COUNTY OF

PRINCE GEORGE

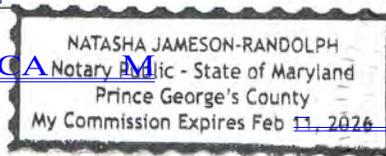
)

On —, 20 NR, 20a before me, the undersigned, a notary public in and for said state, personally appeared ~~[\_\_\_\_\_]~~ Robert Fossi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~[she]~~ he executed the same in ~~her~~ his capacity as ~~[\_\_\_\_\_]~~ SVP, Real Estate Development of Enterprise Community Development, Inc., Maryland nonstock corporation, the sole member of ~~[Managing Member Entity]~~ 1203 E Brookland MM LLC, a Virginia limited liability company, and that by ~~her~~ his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, ~~executed~~ the lic: e instrument.

Notary Public expires: 11 FEBRUARY 2026

Commission ~~Expires~~ expires: IBVfCA

Registration No.:



NATASH

Prince George's County  
Department of Public Works  
1203 E Brookland Apartments  
Signature Page 5 of 4

Prince George's County  
Department of Public Works  
1203 E Brookland Apartments  
Signature Page 5 of 4

Prince George's County

by Commission Expires Feb 11, 2026

Right of First Refusal Agreement  
1203 E BROOKLAND Apartments  
Signature Page 5 of 4

KH 862716.10

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**INVESTOR MEMBER:**

[INVESTOR ENTITY], a [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] limited liability company

By: \_\_\_\_\_ By: \_\_\_\_\_

**SPECIAL MEMBER:**

[ \_\_\_\_\_ ] [ \_\_\_\_\_ ] **SPECIAL LIMITED PARTNER, L.L.C.**, a [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] limited liability company

By: [ \_\_\_\_\_ ], LLC, a [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] limited liability

company, its manager By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
CITY/COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared [ \_\_\_\_\_ ], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [ \_\_\_\_\_ ], the manager of [Investor Entity], a [ \_\_\_\_\_ ] limited liability company, and [ \_\_\_\_\_ ] **Special Limited Partner, L.L.C.**, a [ \_\_\_\_\_ ] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

Right of First Refusal Agreement

~~{Project name}~~ 1203 E

BROOKLAND Apartments

Signature Page 4 of 4

**EXHIBIT A**

LEGAL DESCRIPTION

~~{insert legal}~~

ALL that certain tract, piece or parcel of land situate in the City of Richmond and Commonwealth of Virginia, to-wit:

FROM a rod marking the southwest of Second Avenue and East Brookland Park Boulevard run North 82 19 01 west along the southerly line of East Brookland Park Boulevard for 350.40 to a rod marking the Point of Beginning.

FROM said Point of Beginning, continue North 82 19 01 West along the southerly line of East Brookland Park Boulevard for 132.10 to a rod marking the southeast corner East Brookland Park Boulevard and Woodcliff Avenue for 202.97 to a rod on the northerly line of an alley 14.91 wide; thence run South 75 30 35 East along the northerly line of said alley for 119.98 to a rod; thence run North 15 17 34 East for 210.49 to the Point of Beginning. Containing 0.61 acres.

BEING the same real estate conveyed to Melford L. Pinchback, by deed from Raymond L. Williams, dated July 31, 1995, recorded August 1, 1995, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, in Deed Book 448, page 855.

THE SAID Melford L. Pinchback, also known as Melford Lee Pinchback, died intestate on or about March 26, 2018, leaving as his sole heir at law his wife, Barbara Pinchback, as evidenced by that certain Real Estate Affidavit dated and filed for record on August 10, 2018, as Instrument No. 18000657, in the aforesaid Clerk's Office.

Document comparison by Workshare Compare on Tuesday, March 12, 2024  
2:11:22 PM

Input:	
Document 1 ID	file://C:\Users\dmcdaniel\OneDrive - Klein Hornig LLP\Desktop\2024 VH Form Tab V-1 Right of First Refusal Agreement _do not edit_ save to new doc first_(1119662.2).docx
Description	2024 VH Form Tab V-1 Right of First Refusal Agreement _do not edit_ save to new doc first_(1119662.2)
Document 2 ID	file://C:\Users\dmcdaniel\OneDrive - Klein Hornig LLP\Desktop\1203EB Equity Right of First Refusal Agreement(862716.11).pdf
Description	1203EB Equity Right of First Refusal Agreement(862716.11)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
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Style change	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	153
Deletions	71
Moved from	0

Moved to	0
Style changes	0
Format changes	0
Total changes	224

# **Tab W:**

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

**Attachments for Internet Safety and Resident Information form for 1203 East Brookland Park Blvd.**

- 1. Letter from Comcast**
- 2. Internet Security Plan**
- 3. Internet Acknowledgment Form**
- 4. Resident Education**
- 5. Internet Essentials**
- 6. Basic Internet Skills Information**



January,4/2023

Kathleen Kramer  
Enterprise Community Development

Re: Availability Letter  
1203 East Brookland Park Boulevard  
Richmond VA 23222

VIA Email

Dear Kathleen Kramer:

This correspondence will serve as a letter of availability for the future residential development which will be located at 1203 East Brookland Park Boulevard, Richmond, VA 23222. Comcast has determined that the cable communications services it offers can be made available for the project. We have fiber optics nearby and we can offer analog and digital cable television and high-speed connections to the Internet via cable modems, and Digital Voice Service to future residents at the property.

Should you have any questions or need more information, I can be contacted at (804) 915-5329

Sincerely,  
Carl Cannon

Construction Coordinator  
XFINITY  
Tel: (804) 915-5329  
[carl\\_cannon@cable.comcast.com](mailto:carl_cannon@cable.comcast.com)

## Internet Security Plan

1203 East Brookland Park Blvd.

### **Introduction:**

Comcast will provide internet service to your apartment home and the community room.

The process for this is as follows:

1. When move – in occurs, each resident will be given the opportunity to sign up for the service. This is a free service to residents covered by the property for their individual home use. The service is provided by Comcast.
2. The resident will sign the acknowledgement of the service for two areas:
  - a. Their individual apartment home
  - b. The community room of the building.

The acknowledgement will be kept in their file with property management.

3. A lease amendment detailing additional requirements may be provided.
4. To access this service, you must agree to any in home installation of the service by Comcast, Property Management or others involved in installing the service.
5. The installation and monthly fees are covered by the property.
6. The resident will then be provided dates for training and education on the services provided. The dates are to be quarterly and in certain instances be done on a one on one basis, as outlined in the welcome letter included upon acceptance.

Securing Access to Your Home Internet:

1. **Promo Code.** A promo code unique to the home will be issued. The promo code cannot be reused and the denied applicant needs a new promo code and to call 844-963-0178. If you need additional codes please contact Comcast at [IEPP\\_Support@Comcast.com](mailto:IEPP_Support@Comcast.com) and include the Sponsor name in the subject line.
2. **Security.** Sponsor shall employ commercially reasonable physical, administrative, and technical security controls appropriately tailored to the nature and scope of its activities and the sensitivity of the underlying data which shall in no instance be less protective than those used by Sponsor to secure its own confidential and proprietary information of a like kind and in all instances will conform to industry standards and any applicable legal requirements and regulatory guidance. Sponsor must maintain a plan for appropriate security incident management and response that complies with the terms of this Agreement to cover, at a minimum, the following: (i) unauthorized access, acquisition, disposition use of Comcast Subscriber Information,

(ii) other loss or misuse of such information or (iii) discovery malware posing a significant threat to such information or any operations necessary to perform under this Agreement (each, a "Security Incident"). Sponsor must provide notification via electronic mail to SecurityFusionCenter@comcast.com of a Security Incident as soon as practicable after, but not later than, twenty-four (24) hours, following awareness of a Security Incident. For any Security Incident, Sponsor must provide regular updates to SecurityFusionCenter@comcast.com or, if directed by Comcast, to a security point of contact specifically designated by Comcast for the Security Incident and shall cooperate with Comcast or its regulators in its efforts to investigate the same. Comcast shall exclusively control the provision and content of any notices to Comcast Subscribers or applicable entities with respect to any Security Incident involving Comcast Subscriber Information.

3. **Retention, Return or Destruction of Personal Information.** Sponsor shall not retain Comcast Subscriber Information for a period longer than 90 days from receipt unless required to do otherwise by applicable law or legal obligation. Upon expiration or termination of this Agreement, or at Comcast's request, Sponsor will return all Comcast Subscriber Information to Comcast or, at Comcast's request, securely destroy all Comcast Subscriber Information and provide within ten (10) days of Comcast's request, a written attestation signed by an officer of the Sponsor, attesting that all Comcast Subscriber Information in all formats, including without limitation, paper, electronic and disk form, have been returned or securely destroyed, provided however, that foregoing obligation shall not extend to backup or archival copies of Personal Information that Sponsor generates in the ordinary course of business. Sponsor shall not process or use backed-up or archived Comcast Subscriber Information for any purpose other than to store it, and Sponsor will continue to apply security controls consistent with this Agreement to such Comcast Subscriber Information for the duration of its storage.
4. **Resident Uses.** As outlined above and in any subsequent lease amendment documentation, the resident agrees to follow appropriate internet usages. Should the resident have any question on appropriate usages they are to consult with property management or contact Comcast for clarification prior to proceeding with any questionable use.

Community Room Internet Security:

**Community Room.** Residents are to consult with the property management office for the current internet access code for the community room. This will be updated periodically and codes will only be provided to residents, whose names appear on the lease. Any breach of security with the internet will result in a new code being issued.

Draft Internet Acknowledgement Form – 1203 East Brookland Park Blvd.

Date: 00/00/0000

Resident Name \_\_\_\_\_

Apartment #: \_\_\_\_\_

Lease Start Date: \_\_\_\_\_

**(Resident name as appears on lease)**, has accepted the offer of internet access in their home as outlined above. And, agrees to abide by all rules and conditions outlined by both Comcast and Enterprise Residential in both the lease and registration with Comcast as it pertains to use of this service in their home and in the community room/ homework room.

Accepted: (Resident Signature) \_\_\_\_\_

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

Witnessed: \_\_\_\_\_  
(Property Management Signature)

DRAFT LETTER – Broadband WiFi Introduction

DATE

Name

Address

City, State, Zip

**RE: Broadband WiFi Introduction**

Welcome (Insert Resident Name)!

We are thrilled that you have chosen to join our community. Your new home and community are special for many reasons. One of those reasons is that your new home comes with free broadband WiFi. This is one of the many special features of your new home. The WiFi is secure, it's easy to use, and it'll always be available to you in your home.

We will provide training to all community residents and highly encourage you to attend these training sessions. The sessions will occur every quarter in our onsite offices and will provide you with guidance on how to secure, access and use your free WiFi. We hope that you will be able to join one of these sessions, but if your schedule doesn't permit we will coordinate a time that works for you individually.

We feel that this is a great feature of our property and we ask that you review the attached documents. Once you have read the documents, please sign the term of service document and return it to the office so that the property manager can make a copy of this for our records.

Again, we are happy to have you as a resident and we hope you are thrilled to have free broadband WiFi that is safe, secure, and in your new home at no cost to you.

Sincerely,

Enterprise Community Development

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## ABOUT INTERNET ESSENTIALS

Internet Essentials from Comcast is the nation's largest, most comprehensive, and most successful broadband adoption program for low-income Americans in the country. The program is uniquely designed to address the three major barriers to broadband adoption—digital literacy training and relevance, equipment, and cost—and relies on a network of tens of thousands of community partners to help families cross the digital divide.

---

## WHAT CUSTOMERS RECEIVE

- Internet service with speeds up to 25/3 Mbps for \$9.95 per month + tax
- The option to purchase a subsidized computer, up to three per household, for \$149.99 + tax
- Free in-person, online, and printed digital literacy training materials and classes

---

## WHO QUALIFIES FOR OUR PROGRAM

Individuals qualify if they:

- 1 Are eligible for public assistance programs like the National School Lunch Program, housing assistance, Medicaid, SNAP, SSI, and others. For a full list of accepted documents, please visit [InternetEssentials.com](https://InternetEssentials.com)
- 2 Live in an area where Comcast Internet service is available
- 3 Have not subscribed to Comcast Internet within the last 90 days
- 4 Have no outstanding debt to Comcast that is less than one year old\*

---

## OUR COMMUNITY PARTNERS

Join our partner network to help spread the word about Internet Essentials and provide your community with the necessary skills to take full advantage of having the Internet in the home. A free account can be created on [InternetEssentials.com/partner](https://InternetEssentials.com/partner) to order complimentary marketing materials. Our program flyers, brochures, and postcards are available in 16 languages, including English and Spanish.

*\*Households with outstanding debt may still be eligible if approved by 12/31/20.*



The Internet might seem intimidating at first - a vast global communications network with billions of webpages. But in this lesson, we simplify and explain the basics about the Internet using a conversational non-technical style to make it understandable, useful, and enjoyable. There's no reason to be left out!

# Basic Internet Skills

Microsoft Windows PCs

---

[www.NetLiteracy.org](http://www.NetLiteracy.org)





## What the Internet is:

The Internet, the web, cyberspace, and the 'net are all terms that generally mean the same thing, in this case, we will call it the Internet. The Internet is a **NET**work of computers, all over the world, **INTER**connected to each other and available to any individual. The Internet is used for many different activities including shopping, communicating, learning, and distributing information.



Unfortunately, you cannot open a door to a house and walk outside to “go into the Internet.” Computers are a primary tool you’ll utilize to use the Internet. The Internet is somewhat difficult to describe because you cannot touch it (in a way similar to software). It seems invisible—only computers can see it – and you can see it through a computer. Sometimes the Internet is best described in comparison to a library. The Internet is made up of many individual components, just like a library is made up of many books. The Internet’s components have even more individual parts, just like a book has pages.

## Changing Constantly:

The Internet is a useful source of information about news, sports, and entertainment because it changes along with the minute-by-minute events that occur in the world brings. This might seem confusing. However, it is not

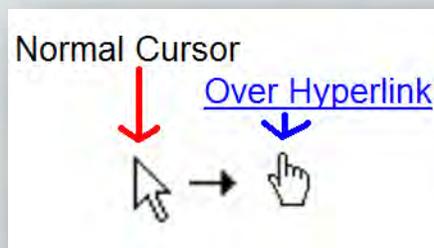


necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.

## Purpose / Content of Websites

On the Internet, there are many websites. These are usually made for one specific purpose; they range from informing you about the news to teaching you how to cook.

The best analogy of a website is a comparison to an entire book or an entire newspaper. Websites are made up of “pages,” just like newspapers and books.



Websites are usually independent, however sometimes they are linked together by hyperlinks (also called links) that allow you to jump from one website to another website. These links allow you to “turn the page,” and move around on the Internet. They are usually underlined and **blue**, however they can be any color and or even a picture. How

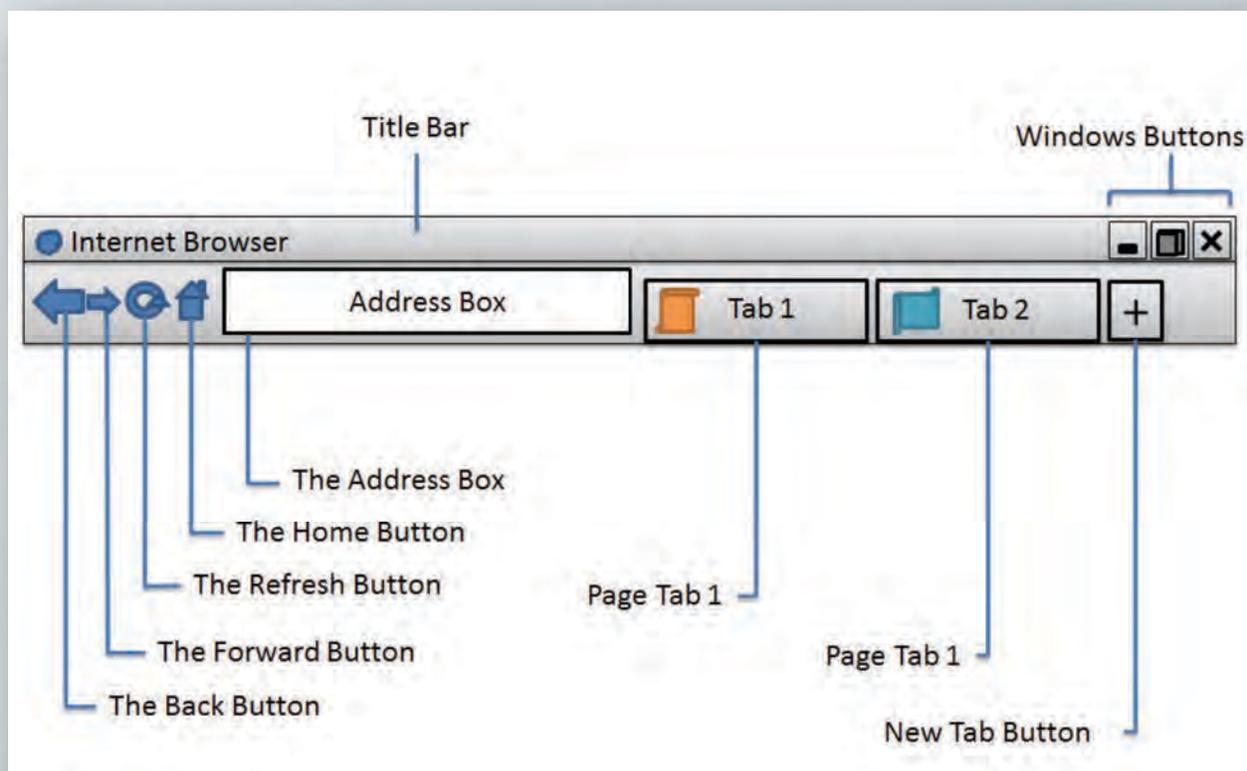
do you identify a hyperlink? When your mouse hovers over a hyperlink, the arrow changes into a pointing hand.

Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that help organize it and will allow you to use it comfortably and easily.



## Applications to Access the Internet

On the computer, you use a program to see the Internet. The program is called a web browser — you “browse” the web with it. Some common brands of web browsers include Internet Explorer, Firefox, and Chrome. They serve the same purpose, navigating the internet, and also have many of the same buttons. For instance, we will take a look at a generic browser’s buttons. You will use these buttons to navigate around the Internet. Sometimes extra buttons might be added, while other times, buttons might have been moved around on the toolbar. If you cannot find a button, just ask someone (they seem to be pretty tricky when they hide from you).



## The Buttons

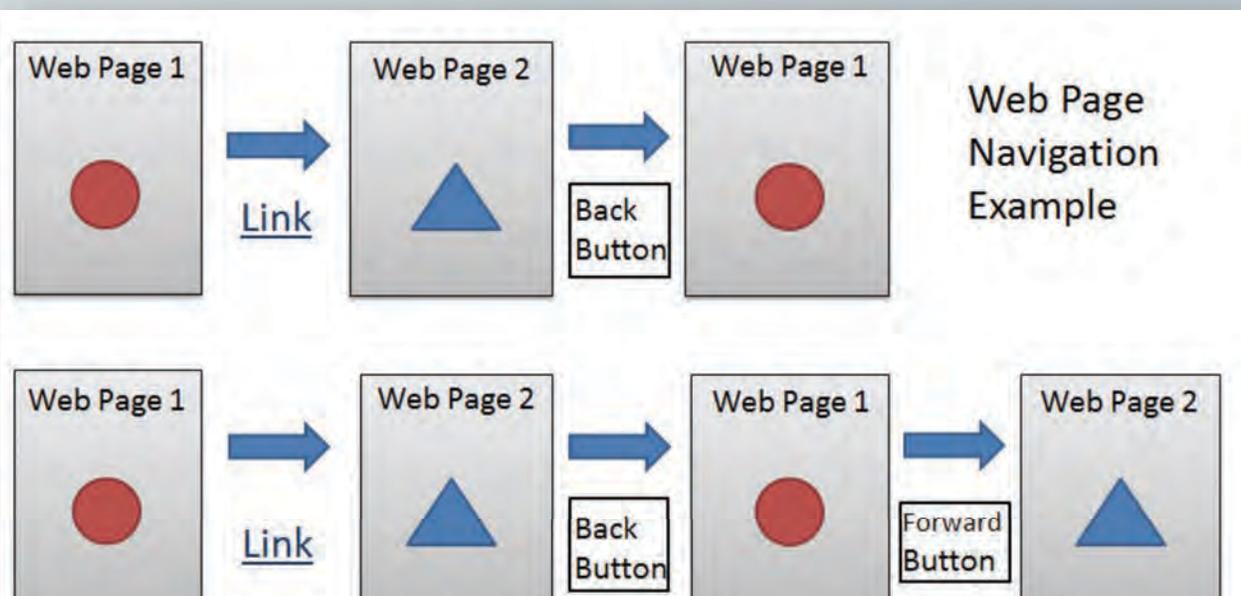
**The Back Button** – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

**The Forward Button** – If you clicked the back button, you don't have to hunt for the hyperlink on the webpage to return to the previous webpage. Just click on the forward button to return to the previous page that you were at before you pressed the back button.

Note: If the forward button is "grayed out" and when you click on it, nothing happens, this means that it is disabled.

**The Refresh Button** – This button is useful if you are looking at pages that contain content that is updated more frequently, such as the news, sports scores, or the weather. By clicking on the refresh button, the web page loads again, and is updated with the latest information.

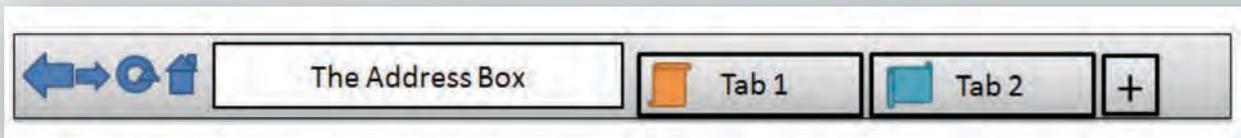
**The Home Button** - When you open your web browser, the first website that is displayed is your **homepage**. You can change your homepage to fit your preferences. When you click on the home button, it takes you to your homepage.





## The Address Box

**The Address Box** – This displays the URL of a webpage. URL stands for Universal Resource Locator, which is a unique address for each webpage – just like your own home’s address is unique. You can type a specific URL into the address box by left clicking in the box once and then typing. Although URLs are all different, they share common characteristics. The basic diagram of a URL is shown below.



<http://www.google.com>

**Http://** - Begins most web addresses. Tells the internet browser what protocol to use.

**www**- Stands for “World Wide Web.” Most web addresses have it although it is not necessary. It indicates a web page.

**.** (dot)- Separates parts of the address so it does not all run together and the computer can distinguish the different parts of the address.

**Domain name**- Example: “Google” – A series of numbers, letters or hyphens “-” that identifies the owner of the address.

**“.”** (dot)- See previous Definition

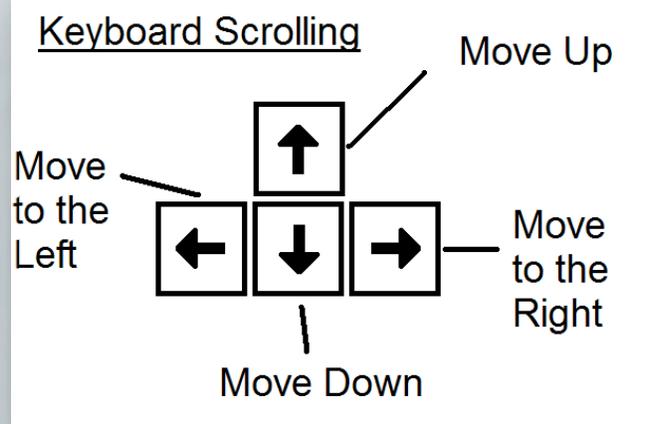
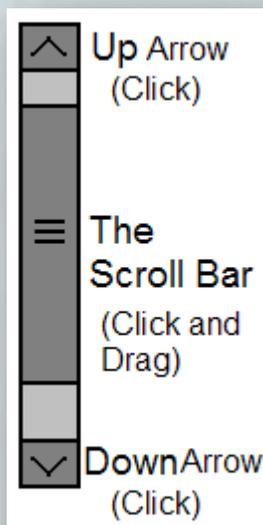
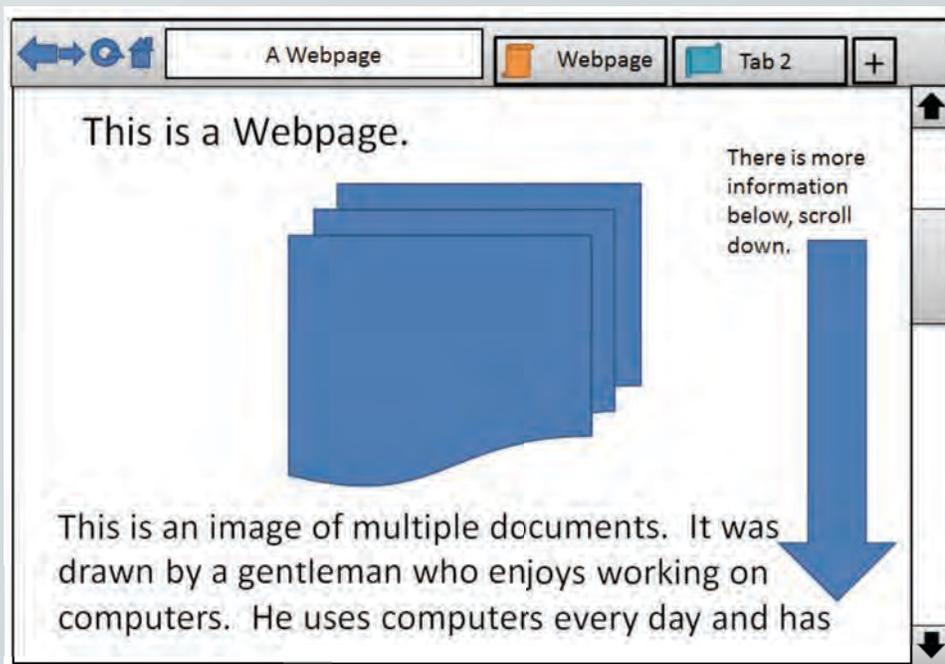
**The Domain**- At the end of a web address. Tells what type of web page you are viewing.  
 .com – Commercial  
 .org – Non-For-Profit Organization  
 .edu – Education (Colleges/Universities)  
 .net – Internet Related  
 .mil – US Military  
 .gov – US Government  
 .us – United States  
 .uk – United Kingdom

Important: Make sure you spell everything correctly. Addresses are very specific and if typed incorrectly, they will direct you to the wrong website. If this happens, simply use your back arrow to return to the previous webpage.



## Scrolling on Webpages

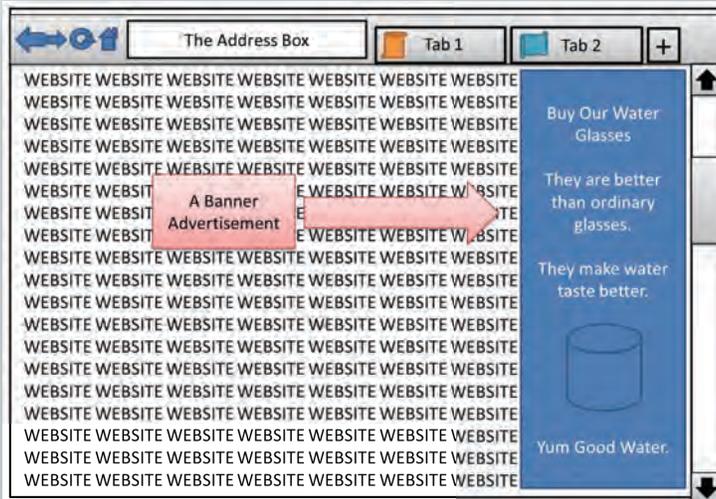
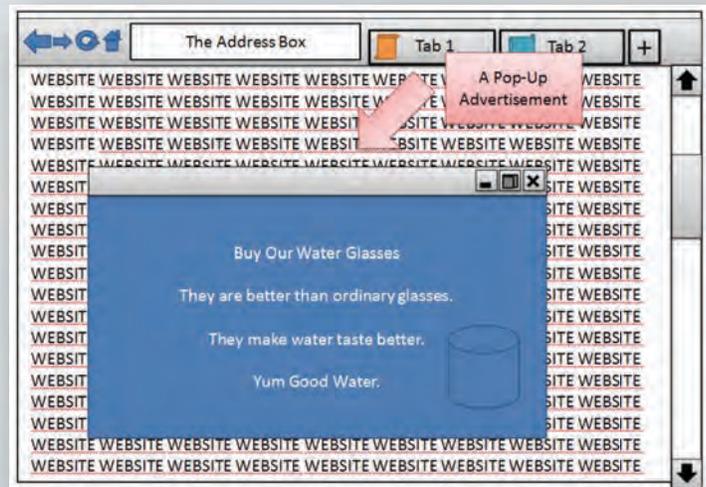
One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information you are missing. If you are tired of using the mouse to scroll up and down, try using the arrow keys.



## Pop Up Advertisements



On the Internet, there are things that help you and things that can make you aggravated. One aggravation is the **Pop Up Ad**. These advertisements are created by aggressive marketers who want you to see their “amazing” product and buy it. Pop ups create their own window and usually appear on top of the information that you are interested in. If you click on a pop up ad, it will take you away from the information you are looking at. If you see a pop up ad, click the X at the top right of the window to close it.



Another type of advertisement is the **Banner**. Banner ads show up at the top of a website or on the side of a website. As a beginner, it's generally wiser to ignore banner advertisements unless you are familiar with the company.

### Searching the Internet

Because there are so many things on the Internet, it is

frequently hard to locate exactly what you are looking for. Search engines such as Google ([www.google.com](http://www.google.com)) are very helpful and allow you search the Internet.

A search engine is a Website used to search for information on the World Wide Web. Google first collects websites using a computer program (called a



wanderer, crawler, robot, worm, or spider). Then Google creates an index of these sites so they are searchable. There are many search engines that are available - we use Google for purposes of instruction because most people use it.

### Performing a search in Google (See Next Page for Picture)

1. Go to Google by typing [www.google.com](http://www.google.com) in the URL address box (see page 5). Google is also one of the fastest search engines and provides some of the best results.
2. Next type your topic or key words (words closely related to your topic) into the box under the Google logo.
3. Press Enter or click "Google Search"
4. The next page that will appear is your search results page. This page lists the first few results from your search. Click on one of the page title that has an interesting description or seems most relevant.
5. If you are not satisfied with that website, click the back button and try a different website. If you still cannot find a good website, try searching by using different terms in the search box at the top of the webpage.



### Google Searching Tips

Google will return pages that include all of your search terms. There is no need to include the word "and" between terms. For example, to look for information about parks in Cincinnati, simply type "Cincinnati parks."

Google is not case sensitive. Typing "United States" is the same as typing "UNITED STATES" or "united states."

The more words you include in your search, the more specific your search will be and the more relevant your search results will be.



## Internet Glossary

**Browser** – A software program that allows Internet documents (like webpages) to be viewed, also called a Web Browser.

**Cyberspace** – The world of computer networks.

**Domain Name** – A unique name that identifies a specific computer on the Internet.

**Download** – A term for transferring software or other files from one computer to another.

**Email** – Electronic Mail – Messages sent from one specific user to another using the Internet.

**Email address** – The way a specific user is identified so that they may receive email. An email address can be identified by the “@” sign. E.g., Support@seniorconnects.org

**Home Page** – The first page of a Website, similar to a table of contents.

**HTML** – HyperText Markup Language- A computer language used to make hypertext documents that are sent via the World Wide Web and viewed using a Browser.

**HTTP** – HyperText Transfer Protocol – The way that hypertext documents are transferred over the Internet.

**Hypertext** – A way of presenting information that allows words, pictures, sounds, and actions to be inter-linked so that you may jump between them however you choose.

**Link** – A word, phrase, or image that allows you to jump to another document on the World Wide Web.

**Search Engine** – A website that indexes and allows searching of information gathered from the Internet. Google is an example of this.

**URL** – Uniform Resource Locator – The entire address for a piece of information of the Internet. E.g., www.google.com

**Webpage** – A hypertext document available on the World Wide Web.

**Website** – A collection of webpages.

**World Wide Web** – A collection of resources available on the Internet using a web browser.

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

## EXHIBIT X

### MARKETING PLAN FOR ACCESSIBLE UNITS

1203 East Brookland Park Blvd.

#### **OWNER'S INTENT**

1203 East Brookland Park Blvd. proposes to include seven (7) accessible units for people in need of rental housing with full accessibility under Section 504 of the Rehabilitation Act of 1972. These seven (7) accessible units will be held vacant for 60 days, during which ongoing marketing efforts will be documented. During this time Enterprise Residential, acting as agent for the ownership, will actively market these units throughout the year and will provide sufficient documentation to Virginia Housing's compliance officer. "Ongoing Basis" shall mean that Enterprise Residential will contact at least two (2) resources per month to market the available Section 504 accessible units.

When a Section 504 accessible unit becomes available for occupancy, it shall first be offered to a qualified individual/household with disabilities currently residing at the property in a non-accessible unit who requires accessible features. If no such persons/households reside at the property, the Enterprise Residential shall offer the unit to the next available qualified individual/household with disabilities on the property's waiting list. After 60 days, if no qualified applicant with disabilities requires the unit, the Enterprise Residential may place a tenant household with no disabled members in the unit upon approval by the designated Virginia Housing compliance officer. The approved lease will contain a provision requiring the nondisabled- household to move to a vacant unit of comparable size within the development if a household with disabled members applies for the unit. The prospective disabled-tenant household will be placed on the property's waiting list until a vacant unit of comparable size is available to complete the non-disabled tenant household's move to the new unit. The move will be paid for by the Owner.

#### **IMPLEMENTATION OF OWNER'S INTENT**

Enterprise Residential, the Management Agent, will rent accessible units only to qualified households, unless granted permission to lease to other income-qualified households by Virginia Housing after the initial 60- day marketing effort has concluded. Focused marketing efforts will occur as well as normal routine marketing strategies, to ensure qualified individuals are aware of the availability of accessible units.

#### **CONCENTRATED MARKETING EFFORTS**

**VirginiaHousingSearch.com** – Enterprise Residential will post Apartments on the virginiahousingsearch.com website. We will communicate the fact that development has Section 504 accessible units.

**Virginia Department of Behavioral Health and Development (DBHDS)** – Enterprise Residential will work through the lease up process to establish a referral process with VA DBHDS. Enterprise Residential will continue after the lease up phase to inform DBHDS on upcoming phases and rental opportunities at 1203 East Brookland Park Blvd.

**Local Hospitals** – Enterprise Residential will work with area health systems including but not limited to VCU Health and Bon Secours as well as smaller clinics and doctors' offices and their discharge departments to advise them of the local accessible and available units at 1203 East Brookland Park Blvd.

**Local Housing Authorities** – Enterprise Residential will work continually with local housing authorities to

communicate to them about available Section 504 accessible units at 1203 East Brookland Park Blvd.

**Local Non-profits** – Enterprise Residential will work to keep non-profit agencies that work with in the community aware of all Section 504 accessible units available for rent.

**Local Department of Social Services** – Enterprise Residential will keep in contact with the City of Richmond Department of Social Services as well as surrounding counties and their Departments of Social Services. Through this contact, Enterprise Residential will provide departments with information about available Section 504 accessible units.

**Community Services Board** – Enterprise Residential will work with the Virginia Association of Community Services Boards, Inc. to set up a referral process for potential residents at 1203 East Brookland Park Blvd. This referral process will be ongoing.

**Virginia Housing** – Ensure Virginia Housing representatives charged with accessible unit outreach are aware of the availability of these units at 1203 East Brookland Park Blvd.

### **Normal Routine Marketing**

**Industry Publications/Newspaper/Internet Advertisements** – Enterprise Residential will, through their normal process of marketing the property, note the available Section 504 accessible units. Enterprise Residential will market the units through websites such as RentCafe.com.

**Newsletters** – Enterprise Residential will note available Section 504 accessible units through its periodic newsletters to its entire portfolio under management.

**Referrals** – Enterprise Residential will work with existing residents across its portfolio to make residents aware of available Section 504 accessible units.

### **LEASING PREFERENCE FOR VIRGINIA HOUSING TARGET POPULATIONS**

Enterprise Residential and its affiliates will work collaboratively to make sure that Section 504 accessible units are marketed across the community.

Enterprise Residential and Enterprise Community Development (ECD), the Sole Member of the Ownership Entity for this development, will ensure a First Leasing Preference for 10% of the project's units towards Virginia Department of Behavioral Health & Developmental Services' (DBHDS) target populations to include persons with Intellectual and/or Developmental Disabilities (I/DD), persons with Serious Mental Illness (SMI), and persons with Substance Use Disorders (SUDs).

In addition, Enterprise Residential will partner with the Greater Richmond Continuum of Care for the purposes of referrals for the seven (7) PSH units on site to households who are considered chronically homeless, have serious mental illness, and/or have an intellectual or developmental disability, as well as referrals for one (1) of the Section 504 accessible units for persons with disabilities as outlined by the Fair Housing Act.

ECD and Enterprise Residential will also partner Commonwealth Catholic Charities (CCC) for the purposes of providing supportive services and referrals for the seven (7) PSH units on site. DBHDS target populations that require supportive services will also be served by CCC.

ECD and Enterprise Residential will also work to develop new community relationships to market the Section 504 accessible units to the region throughout the life of the development.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

Not Applicable

# **Tab Z:**

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

SWAM CONTRACT CERTIFICATION  
(TO BE PROVIDED IMMEDIATELY PRIOR TO ISSUANCE OF 8609)

**LIHTC Applicant Name** 1203 E Brookland LLC

**Name of SWaM Service Provider** Pando Alliance, LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

**INSTRUCTIONS:**

***Please complete parts 1 and 2 below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.***

1. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services provided and when said services were rendered.

*Pando Alliance has been directly engaged by the owner to provide comprehensive application phase consulting in support of ENERGY STAR Multifamily New Homes, DOE Zero Energy Ready Home, and 2020 Enterprise Green Communities Plus certifications.*

*Their scope includes comprehensive consulting services, including leading team calls to review the MFNC, ZERH, and EGC certification requirements for the project. It also includes providing a compliant EGC checklist that aligns with the project's goals and intents.*

*Pando is conducting preliminary HERS energy modeling and analyzing the models for ZERH compliance to provide early feedback to the team as the project is designed. These energy models will also be used to calculate the anticipated utility allowances for the property.*

2. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWaM Program.

See attached certification.

3. If the undersigned SWaM service provider is different from the service provider listed on the SWaM Contract Certification provided to the Authority with the application for Credits, please describe the details surrounding why the original contract was terminated, when it was terminated, when the new contract with the undersigned SWaM service provider was executed, which services or portion thereof (if any) from the original contract were performed by the original service provider, and which services or portion thereof were performed by the undersigned SWaM service provider.

Not Applicable

[Contract Certification and signatures appear on following page]

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they previously entered into with one another at least one bona fide contract for services as described herein, that said services were successfully and properly performed, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business (SWaM) certification program. The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

1203 E Brookland LLC  
Name of Applicant

*Matt Engel*  
Signature of Applicant

Matt Engel, Senior Director  
Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Pando Alliance, LLC  
Name of SWaM Certified Service Provider

*Thiel Butner*  
Signature of SWaM Certified Service Provider

Thiel Butner, Chief Executive Officer  
Printed Name and Title of Authorized Signer

# COMMONWEALTH OF VIRGINIA



## DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor  
Richmond, VA 23219

### PANDO ALLIANCE, LLC

is a certified Women Owned  
Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.  
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 813368

Valid Through: Jun 29, 2025

Accordingly Certified

A handwritten signature in blue ink, appearing to read "Tracey G. Wiley".

Tracey G. Wiley, Director



# **Tab AA:**

Priority Letter from Rural Development

Not Applicable

# **TAB AB:**

Social Disadvantage Certification

Not Applicable