

---

---

# 2023 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**  
Richmond, VA Time On **March 16, 2023**

#### Tax Exempt Bonds

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



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

## INSTRUCTIONS FOR THE VIRGINIA 2023 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 16, 2023**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

**Applicants should submit all application materials in electronic format only.**

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

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

### **IMPORTANT:**

**Virginia Housing only accepts files via our work center sites on Procorem. Contact [TaxCreditApps@virginiahousing.com](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.
- ▶ Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.
- ▶ The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the application has been entered.
- ▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

### Assistance:

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

### Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	<a href="mailto:jd.bondurant@virginiahousing.com">jd.bondurant@virginiahousing.com</a>	(804) 343-5725
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
Pamela Freeth	<a href="mailto:pamela.swartzenberg-freeth@virginiahousing.com">pamela.swartzenberg-freeth@virginiahousing.com</a>	(804) 343-5563
Jaki Whitehead	<a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>	(804) 343-5861

**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>	

## 2023 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>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <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 and Unit by Unit writeup <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 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"/> | Tab A: 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"/> | 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: 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 <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)</b>   |
|                                     | Tab K: Documentation of Development Location:  |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification  |
| <input checked="" type="checkbox"/> | K.2 Location Map   |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation   |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter   |
| <input type="checkbox"/>            | Tab M: Locality CEO Response Letter  |
| <input type="checkbox"/>            | Tab N: Homeownership Plan  |
| <input type="checkbox"/>            | Tab O: Plan of Development Certification Letter  |
| <input checked="" type="checkbox"/> | Tab P: Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b> |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property  |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances  |
| <input checked="" type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being   |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation   |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing  |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal  |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)   |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504  |
| <input type="checkbox"/>            | Tab Y: Inducement Resolution for Tax Exempt Bonds  |
| <input 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: **3/15/2023**

1. Development Name: **Avonlea Nine**
2. Address (line 1): **Address TBD**  
 Address (line 2): **Southeast of intersection of Pinebrook Rd and**  
 City: **Chantilly** State: **VA** Zip: **20152**
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 **Loudoun County**
5. The site overlaps one or more jurisdictional boundaries..... **FALSE**  
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: **6118.07**
7. Development is located in a **Qualified Census Tract**..... **FALSE** *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 poverty rate of.....
 

	3%	10%	12%
	FALSE	TRUE	FALSE

Enter only Numeric Values below:

13. Congressional District: **10**
- Planning District: **8**
- State Senate District: **13**
- State House District: **87**

14. **ACTION:** Provide Location Map (**TAB K2**)

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

5-story, 65-unit new affordable housing development for independent seniors. This project is one building of a hybrid 9%/4% project.

VHDA TRACKING NUMBER

2023-C-41

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/15/2023

16. Local Needs and Support

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

Chief Executive Officer's Name: Phyllis Randall  
 Chief Executive Officer's Title: Board of Supervisors Chair Phone: (703) 777-0204  
 Street Address: PO Box 7000  
 City: Leesburg State: VA Zip: 20177

Name and title of local official you have discussed this project with who could answer questions for the local CEO: John E. Hall, Director, Loudoun County Dept. of Housing & Community Development

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

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

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

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

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

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

New Construction

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

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

**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, 2023.

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, 2023, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2023 credits pursuant to Section 42(h)(1)(E).

**3. Select Building Allocation type:**

New Construction

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

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

**5. Planned Combined 9% and 4% Developments**

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. TRUE

If true, provide name of companion development: Avonlea Four

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

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 cancell**

Total Units within 9% allocation request? 65

Total Units within 4% Tax Exempt allocation Request? 65

Total Units: 130

% of units in 4% Tax Exempt Allocation Request: 50.00%

**6. Extended Use Restriction**

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

**Must Select One:** 30

**Definition of selection:**

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

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

**In 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.*

Owner Name: Avonlea Nine Limited Partnership

Developer Name: Arlington Partnership for Affordable Housing, Inc.

Contact: M/M ▶ Ms. First: Carmen MI:  Last: Romero

Address: 4318 N Carlin Springs Road

City: Arlington St. ▶ VA Zip: 22203

Phone: (703) 276-7444 Ext. 101 Fax: (703) 276-0805

Email address: cromero@apah.org

Federal I.D. No. 921706500 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ Limited Partnership Formation State: ▶ VA

Additional Contact: Please Provide Name, Email and Phone number.  
Brian Goggin, bgoggin@apah.org

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

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

<u>Names</u> **	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>	
Avonlea Nine Development LLC	(703) 276-7444	General Partner	0.010%	
Carmen Romero, President			0.000%	<i>needs</i>
Arlington Partnership for Affordable Housing, Inc.	(703) 276-7444	Sole Owner of GP	100.000%	
Carmen Romero, President			0.000%	<i>needs</i>
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	

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

**C. OWNERSHIP INFORMATION**

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

**ACTION:**

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

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

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

**3. Developer Experience:**

*May 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. **(Tab P)**

**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. **(Tab P)**

**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. **(Tab P)**

**D. SITE CONTROL**

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

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

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

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

**1. Type of Site Control by Owner:**

Applicant controls site by (select one):

Select Type:  Purchase Contract  
 Expiration Date: 12/31/2025

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

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

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

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

**2. Timing of Acquisition by Owner:**

Only one of the following statement should be True.

- a. FALSE ..... Owner already controls site by either deed or long-term lease.
- b. TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/31/2025 .
- c. FALSE ..... There is more than one site for development and more than one expected date of acquisition by Owner.

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

**D. SITE CONTROL**

**3. Seller Information:**

Name: APAH Avonlea Phase I LLC

Address: 4318 N Carlin Springs Road

City: Arlington St.: VA Zip: 22203

Contact Person: Brian Goggin Phone: (703) 276-7444

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

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

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

Names	Phone	Type Ownership	% Ownership
Arlington Partnership for Affordable H	(703) 276-7444	Sole Owner	100.00%
Carmen Romero, President			0.00%
			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:	Jessica Weston	This is a Related Entity.	FALSE
Firm Name:	Gallagher, Evelius & Jones LLP	DEI Designation?	FALSE
Address:	218 North Charles Street, Suite 400, Baltimore, MD 21201		
Email:	jweston@gejlaw.com	Phone:	(401) 951-1402
2. Tax Accountant:	Philip Cornblatt	This is a Related Entity.	FALSE
Firm Name:	CohnReznick LLP	DEI Designation?	FALSE
Address:	500 East Pratt Street, 4th Flr, Baltimore, MD 21202		
Email:	philip.cornblatt@cohnreznick.com	Phone:	(410) 783-6236
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Stephen Boyce	This is a Related Entity.	FALSE
Firm Name:	S.L. Nusbaum Realty Company	DEI Designation?	FALSE
Address:	1700 Wells Fargo Center, 440 Monticello Avenue, Ste 1700, Norfolk, VA 23510		
Email:	sboyce@slnusbaum.com	Phone:	(757) 640-2293
5. Contractor:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
6. Architect:	Zachary R. Schooley, AIA	This is a Related Entity.	FALSE
Firm Name:	Grimm and Parker Architecture, Inc.	DEI Designation?	FALSE
Address:	11720 Beltsville Drive, Suite 600, Calverton, MD 20705		
Email:	zschooley@gparch.com	Phone:	(240) 965-0787
7. Real Estate Attorney:	Scott Adams	This is a Related Entity.	FALSE
Firm Name:	McGuire Woods LLP	DEI Designation?	FALSE
Address:	1750 Tysons Boulevard, Suite 1800, Tysons, VA 22102-4215		
Email:	sadams@mcguirewoods.com	Phone:	(703) 712-5461
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	TRUE
Address:			
Email:		Phone:	
9. Other:	Jessica Peters	This is a Related Entity.	FALSE
Firm Name:	Advanced Project Management, Inc.	DEI Designation?	TRUE
Address:	4530 Walney Rd Ste 202 Chantilly VA 20151		
Email:	jpeters@apm1.com	Phone:	(703) 201-6738
		Role:	Construction Manager

F. REHAB INFORMATION

1. Acquisition Credit Information

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

**Action:** If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal
- b. This development has received a previous allocation of credits..... FALSE
 

If so, 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..... TRUE
- ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline..... FALSE

2. Ten-Year Rule For Acquisition Credits

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

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

**F. REHAB INFORMATION**

**3. Rehabilitation Credit Information**

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

**G. NONPROFIT INVOLVEMENT**

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

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

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

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

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

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

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

or

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

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

The nonprofit organization involved in this development is:  Owner

Name:

Contact Person:

Street Address:

City:  State:  VA Zip:

Phone:  Contact Email:

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

Name of qualified nonprofit: Arlington Partnership for Affordable Housing, 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)

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	65	bedrooms	73
Total number of <b>rental</b> units in development	65	bedrooms	73
Number of low-income rental units	65	bedrooms	73
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	65	bedrooms	73
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.....		73,504.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		950.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		72,554.00	(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 .....	3.840		
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	1076.00	SF	57	57
2BR Elderly	1521.00	SF	8	8
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			65	65

**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:..... 5
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: N/A
- f. Development consists primarily of : **(Only One Option Below Can Be True)**
  - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
  - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
  - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

**H. STRUCTURE AND UNITS INFORMATION**

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

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

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

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

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

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

l. Describe Community Facilities: Onsite Lease/PropMgt, Resident Services office, Community Room, In-unit

m. Number of Proposed Parking Spaces	82
Parking is shared with another entity	FALSE

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

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

**H. STRUCTURE AND UNITS INFORMATION**

**5. Plans and Specifications**

- a. **Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**
  - i. A location map with development clearly defined.
  - ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
  - iii. Sketch plans of all building(s) reflecting overall dimensions of:
    - a. Typical floor plan(s) showing apartment types and placement
    - b. Ground floor plan(s) showing common areas
    - c. Sketch floor plan(s) of typical dwelling unit(s)
    - d. Typical wall section(s) showing footing, foundation, wall and floor structure
 Notes must indicate basic materials in structure, floor and exterior finish.
  
- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
  - i. Phase I environmental assessment.
  - ii. Physical needs assessment for any rehab only development.

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

**6. Market Study Data: (MANDATORY)**

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

Project Wide Capture Rate - LIHTC Units	12.70%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	12.70%
Project Wide Absorption Period (Months)	3

**J. ENHANCEMENTS**

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

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

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

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

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

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

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

- |        |  |
|--------|--|
| TRUE   | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| 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 2022 Cycles</i>   |
| FALSE  | g. Each unit is provided free individual high speed internet access.   |
|        | or   |
| TRUE   | h. Each unit is provided free individual WiFi access.  |
| TRUE   | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
|        | or   |
| FALSE  | j. Full bath fans are equipped with a humidistat.  |
| TRUE   | k. Cooking surfaces are equipped with fire prevention features   |
|        | or   |
| FALSE  | l. Cooking surfaces are equipped with fire suppression features.   |
| FALSE  | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
|        | or   |
| TRUE   | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| TRUE   | o. All interior doors within units are solid core.   |
| TRUE   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| TRUE   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| 0%     | r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants)  |
| 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:**

- TRUE a. All cooking ranges have front controls.
- TRUE b. Bathrooms have an independent or supplemental heat source.
- TRUE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- TRUE 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 checked="" type="checkbox"/> TRUE | Earthcraft Gold or higher certification        | <input type="checkbox"/> FALSE | National Green Building Standard (NGBS) certification of Silver or higher. |
| <input type="checkbox"/> FALSE           | U.S. Green Building Council LEED certification | <input type="checkbox"/> FALSE | Enterprise Green Communities (EGC) Certification                           |

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

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

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

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

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

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

100% of Total Rental Units

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

If not, please explain:

N/A, no market units



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

**I. UTILITIES**

1. Utilities Types:

- a. Heating Type 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>TRUE</u>  |
| Cooking?            | <u>FALSE</u> | Trash Removal? | <u>TRUE</u>  |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	14	17	0	0
Air Conditioning	0	6	8	0	0
Cooking	0	5	7	0	0
Lighting	0	22	27	0	0
Hot Water	0	13	15	0	0
Water	0	17	21	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$77	\$95	\$0	\$0

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

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

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

**K. SPECIAL HOUSING NEEDS**

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

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

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

**TRUE**

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

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

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

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

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

**FALSE**

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

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

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

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

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

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

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

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

3. Leasing Preferences

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

Organization which holds waiting list: Loudoun Dept. of Housing & Community Development

Contact person: John E. Hall

Title: Director

Phone Number: (703) 777-0387

Action: Provide required notification documentation (TAB L)

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

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

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

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

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

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 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: Stephen

Last Name: Boyce

Phone Number: (757) 640-2293

Email: sboyce@slnusbaum.com

**K. SPECIAL HOUSING NEEDS**

**5. Resident Well-Being**      **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 (as defined in the manual).
- 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 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:	<u>8</u>
How many years in rental assistance contract?	<u>15.00</u>
Expiration date of contract:	<u>1/1/2041</u>
There is an Option to Renew.....	<u>TRUE</u>

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

e. How many of the units in this development are already considered Public Housing? 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
7	10.77%	30% Area Median
0	0.00%	40% Area Median
26	40.00%	50% Area Median
32	49.23%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
65	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
7	10.77%	30% Area Median
0	0.00%	40% Area Median
26	40.00%	50% Area Median
32	49.23%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
65	100.00%	<b>Total</b>

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

**2. Unit Detail**

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	30% AMI	5		694.00	\$724.00	\$3,620
Mix 2	1 BR - 1 Bath	50% AMI	2		694.00	\$1,258.00	\$2,516
Mix 3	1 BR - 1 Bath	50% AMI	6	6	694.00	\$2,037.00	\$12,222
Mix 4	1 BR - 1 Bath	50% AMI	16		680.00	\$1,258.00	\$20,128
Mix 5	1 BR - 1 Bath	60% AMI	14		680.00	\$1,525.00	\$21,350
Mix 6	1 BR - 1 Bath	60% AMI	6		660.00	\$1,525.00	\$9,150
Mix 7	1 BR - 1 Bath	60% AMI	4		718.00	\$1,525.00	\$6,100
Mix 8	1 BR - 1 Bath	60% AMI	4		740.00	\$1,525.00	\$6,100
Mix 9	2 BR - 2 Bath	30% AMI	2		1045.00	\$865.00	\$1,730
Mix 10	2 BR - 2 Bath	50% AMI	2	2	1162.00	\$2,310.00	\$4,620
Mix 11	2 BR - 2 Bath	60% AMI	4		1162.00	\$1,826.00	\$7,304
Mix 12							\$0

L. UNIT DETAILS

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
Mix 67									\$0
Mix 68									\$0
Mix 69									\$0

**L. UNIT DETAILS**

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>			65	8				\$94,840

<b>Total Units</b>	65	<b>Net Rentable SF:</b>	<b>TC Units</b>	48,276.00
			<b>MKT Units</b>	0.00
			<b>Total NR SF:</b>	48,276.00

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

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$600
2. Office Salaries			\$46,500
3. Office Supplies			\$2,250
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$38,781
<u>3.61%</u> of EGI	<u>\$596.63</u>	Per Unit	
6. Manager Salaries			\$37,500
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$1,250
9. Auditing			\$10,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$5,000
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$26,890
<b>Total Administrative</b>			<b>\$168,771</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$16,613
16. Water			\$13,620
17. Gas			\$11,000
18. Sewer			\$26,000
<b>Total Utility</b>			<b>\$67,233</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$12,000
21. Janitor/Cleaning Contract			\$32,500
22. Exterminating			\$2,575
23. Trash Removal			\$14,460
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$2,500
27. Grounds Contract			\$5,000
28. Maintenance/Repairs Payroll			\$44,500
29. Repairs/Material			\$2,500
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$5,250
32. Heating/Cooling Repairs & Maintenance			\$2,000
33. Pool Maintenance/Contract/Staff			\$500
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$510
36. Decorating Supplies			\$0
37. Miscellaneous			\$60,624
<b>Totals Operating &amp; Maintenance</b>			<b>\$184,919</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$91,000
39. Payroll Taxes	\$10,000
40. Miscellaneous Taxes/Licenses/Permits	\$6,250
41. Property & Liability Insurance	\$31,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$900
44. Health Insurance & Employee Benefits	\$11,550
45. Other Insurance	\$1,819
<b>Total Taxes &amp; Insurance</b>	<b>\$152,519</b>

<b>Total Operating Expense</b>	<b>\$573,442</b>
--------------------------------	------------------

<b>Total Operating Expenses Per Unit</b>	<b>\$8,822</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>53.35%</b>
--	----------------	--	---------------

<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b>	<b>\$16,250</b>
---	-----------------

<b>Total Expenses</b>	<b>\$589,692</b>
-----------------------	------------------

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

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	8/24/2022	Mitch Crispell
b. Site Acquisition	12/20/2022	Mitch Crispell
c. Zoning Approval	4/19/2022	Mitch Crispell
d. Site Plan Approval	8/2/2024	Mitch Crispell
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	12/1/2023	Mitch Crispell
ii. Conditional Commitment	3/1/2024	Mitch Crispell
iii. Firm Commitment	8/15/2024	Mitch Crispell
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	12/1/2023	Mitch Crispell
ii. Conditional Commitment	3/1/2024	Mitch Crispell
iii. Firm Commitment	8/15/2024	Mitch Crispell
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	10/3/2022	Mitch Crispell
ii. Conditional Commitment	2/21/2023	Mitch Crispell
iii. Firm Commitment	2/21/2023	Mitch Crispell
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	VHTF/HIEE Loans	Mitch Crispell
ii. Application	10/31/2023	Mitch Crispell
iii. Award/Commitment	2/1/2024	Mitch Crispell
<b>2. Formation of Owner</b>	9/13/2022	Mitch Crispell
<b>3. IRS Approval of Nonprofit Status</b>	12/18/1990	Mitch Crispell
<b>4. Closing and Transfer of Property to Owner</b>	8/21/2024	Mitch Crispell
<b>5. Plans and Specifications, Working Drawings</b>	8/2/2024	Mitch Crispell
<b>6. Building Permit Issued by Local Government</b>	8/13/2024	Mitch Crispell
<b>7. Start Construction</b>	8/21/2024	Mitch Crispell
<b>8. Begin Lease-up</b>	1/1/2026	Mitch Crispell
<b>9. Complete Construction</b>	2/13/2026	Mitch Crispell
<b>10. Complete Lease-Up</b>	12/31/2026	Mitch Crispell
<b>11. Credit Placed in Service Date</b>	3/16/2026	Mitch Crispell

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

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

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>Must Use Whole Numbers Only!</b>				
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	14,593,283	0	0	13,943,619
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	14,593,283	0	0	13,943,619
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	2,298,087	0	0	1,718,280
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	2,298,087	0	0	1,718,280
<b>Total Structure and Land</b>	16,891,370	0	0	15,661,899
r. General Requirements	668,907	0	0	668,907
s. Builder's Overhead ( 0.0% Contract)	0	0	0	0
t. Builder's Profit ( 4.3% Contract)	722,377	0	0	722,377
u. Bonds	0	0	0	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: _____	0	0	0	0
z. Other 2: Insurance/Taxes	437,348	0	0	437,348
aa. Other 3: _____	0	0	0	0
<b>Contractor Costs</b>	<b>\$18,720,002</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,490,531</b>

**O. PROJECT BUDGET - OWNER COSTS**

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

MUST USE WHOLE NUMBERS ONLY! Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$15,193 /Unit)	987,565	0	0	987,565
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	1,167,650	0	0	1,167,650
e. Environmental	3,025	0	0	3,025
f. Soil Borings	12,400	0	0	12,400
g. Green Building (Earthcraft, LEED, etc.)	27,500	0	0	27,500
h. Appraisal	7,500	0	0	7,500
i. Market Study	5,000	0	0	5,000
j. Site Engineering / Survey	175,000	0	0	175,000
k. Construction/Development Mgt	311,099	0	0	311,099
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	241,523	0	0	211,331
n. Construction Interest ( 0.0% for 0 months)	1,334,415	0	0	1,334,415
o. Taxes During Construction	97,500	0	0	97,500
p. Insurance During Construction	291,343	0	0	291,343
q. Permanent Loan Fee ( 0.0% )	164,956	0	0	0
r. Other Permanent Loan Fees	100,309	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	30,000	0	0	15,000
v. Title and Recording	100,000	0	0	100,000
w. Legal Fees for Closing	150,000	0	0	75,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	127,000			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	231,675	0	0	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	294,846	0	0	0
ad. Contingency	1,597,777	0	0	1,597,777
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

ag. Servicing Reserve	0			
(1) Other* specify: Land Holding Costs	100,000	0	0	0
(2) Other* specify: Marketing/Leasing	50,000	0	0	0
(3) Other* specify: Consultants	123,000	0	0	123,000
(4) Other* specify: Submetering	37,500	0	0	37,500
(5) Other* specify: Construction Inspections	317,500	0	0	317,500
(6) Other* specify: Other Financing Fees	164,971	0	0	14,971
(7) Other* specify: Reimbursables	18,372	0	0	18,372
(8) Other* specify: Dry Utilities Design/Engineer	46,800	0	0	46,800
(9) Other* specify: Working Capital	17,593	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$8,333,819</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,977,248</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$27,053,821</b>	<b>\$0</b>	<b>\$0</b>	<b>\$24,467,779</b>
<b>3. Developer's Fees</b> <b>Action:</b> Provide Developer Fee Agreement (Tab A)	<b>2,821,929</b>	<b>0</b>	<b>0</b>	<b>2,821,929</b>
<b>4. Owner's Acquisition Costs</b>				
Land	2,847,037			
Existing Improvements	0	0		
Subtotal 4:	\$2,847,037	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	<b>\$32,722,787</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,289,708</b>

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:**

**\$2,822,069**

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

\$406 **Meets Limits**  
\$497

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

\$459,627 **Meets Limits**  
\$533,792

**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>	32,722,787	0	0	27,289,708
<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	27,289,708
<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	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	8,186,912
c. For Green Certification (Eligible Basis x 10%)				0
<b>Total Adjusted Eligible basis</b>			0	35,476,620
<b>5. Applicable Fraction</b>		100.00000%	100.00000%	100.00000%
<b>6. Total Qualified Basis (Eligible Basis x Applicable Fraction)</b>		0	0	35,476,620
<b>7. Applicable Percentage</b> <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>		9.00%	9.00%	9.00%
<b>8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)</b> <i>(Must be same as BIN total and equal to or less than credit amount allowed)</i>		\$0	\$0	\$3,192,896
			\$3,192,896 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. Construction & Bridge Loan			\$26,832,752	TBD
2.				
3.				
Total Construction Funding:			\$26,832,752	

**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. Virginia Housing Debt	12/1/2023		\$3,492,784	\$264,717	6.90%	35	35
2. VH Strategic Program	12/1/2023		\$1,170,000	\$53,642	2.95%	35	35
3. REACH Lmatch	12/1/2023		\$2,000,000	\$78,889	1.95%	35	35
4. Virginia Housing Trust Fun	10/31/2023		\$700,000	\$7,000	1.00%		35
5. VA HIEE	10/31/2023		\$1,500,000		0.00%		35
6. Loudoun County Affordab	10/3/2022	2/21/2023	\$3,750,000		1.50%		40
7. Amazon REACH Funds	10/3/2022	12/20/2022	\$2,200,000		1.50%		40
8. Sponsor Loan			\$100,000		1.50%		35
9.							
10.							
Total Permanent Funding:			\$14,912,784	\$404,248			

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

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

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	Loudoun County Affordable Housing Mu	3/7/2023	\$3,750,000
2.	Loudoun County Permit Fee Waiver	3/15/2023	\$50,000
3.			
4.			
5.			
Total Subsidized Funding			\$3,800,000

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

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

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

Below-Market Loans

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	\$3,170,000
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$700,000
k.	Other:	\$1,500,000
	VA HIEE	
l.	Other:	\$5,950,000
	Loudoun Loan/Amazon REACH	

Market-Rate Loans

a.	Taxable Bonds	\$3,492,784
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

**Q. SOURCES OF FUNDS**

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

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

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

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

[Empty text area for listing financing and credit enhancements]

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

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

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

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

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

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit

Amount of Federal historic credits	\$0	x Equity \$	\$0.000	=	\$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	=	\$0

b. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$350,000	(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0	

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

**Equity Total** \$350,000

**2. Equity Gap Calculation**

a. Total Development Cost	\$32,722,787
b. Total of Permanent Funding, Grants and Equity	- <span style="border-bottom: 1px solid black;">\$15,262,784</span>
c. Equity Gap	<span style="border-bottom: 1px solid black;">\$17,460,003</span>
d. Developer Equity	- <span style="border-bottom: 1px solid black;">\$1,749</span>
e. Equity gap to be funded with low-income tax credit proceeds	\$17,458,254

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

a. Actual or Anticipated Name of Syndicator:

Contact Person:  Phone:

Street Address:

City:  State:  Zip:

b. Syndication Equity

i. Anticipated Annual Credits	\$1,800,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.970
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$1,799,820
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	<span style="border-bottom: 1px solid black;">\$17,458,254</span>

c. Syndication: Private

d. Investors: Corporate

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$17,458,254

**5. Net Equity Factor**

Must be equal to or greater than 85% 97.0000000000%

**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>\$32,722,787</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$15,262,784</u>
3. Equals Equity Gap		<u>\$17,460,003</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>97.0000000000%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$18,000,003</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,800,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$3,192,896</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,800,000</u>
Credit per LI Units	<u>\$27,692.3077</u>	
Credit per LI Bedroom	<u>\$24,657.5342</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$1,800,000</b>

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

**T. CASH FLOW**

**1. Revenue**

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

Total Monthly Rental Income for LIHTC Units		\$94,840
Plus Other Income Source (list):	Miscellaneous	\$1,467
Equals Total Monthly Income:		\$96,307
Twelve Months		x12
Equals Annual Gross Potential Income		\$1,155,684
Less Vacancy Allowance	7.0%	\$80,898
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>		<b>\$1,074,786</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	0.0%	\$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	\$1,074,786
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$1,074,786
d.	Total Expenses	\$589,692
e.	Net Operating Income	\$485,094
f.	Total Annual Debt Service	\$404,248
g.	Cash Flow Available for Distribution	\$80,846

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
<b>Eff. Gross Income</b>	1,074,786	1,096,282	1,118,207	1,140,572	1,163,383
<b>Less Oper. Expenses</b>	589,692	607,383	625,604	644,372	663,704
<b>Net Income</b>	485,094	488,899	492,603	496,199	499,680
<b>Less Debt Service</b>	404,248	404,248	404,248	404,248	404,248
<b>Cash Flow</b>	80,846	84,651	88,355	91,951	95,432
<b>Debt Coverage Ratio</b>	1.20	1.21	1.22	1.23	1.24

	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Eff. Gross Income</b>	1,186,651	1,210,384	1,234,591	1,259,283	1,284,469
<b>Less Oper. Expenses</b>	683,615	704,123	725,247	747,004	769,414
<b>Net Income</b>	503,036	506,261	509,345	512,279	515,055
<b>Less Debt Service</b>	404,248	404,248	404,248	404,248	404,248
<b>Cash Flow</b>	98,788	102,013	105,097	108,031	110,807
<b>Debt Coverage Ratio</b>	1.24	1.25	1.26	1.27	1.27

	Year 11	Year 12	Year 13	Year 14	Year 15
<b>Eff. Gross Income</b>	1,310,158	1,336,361	1,363,089	1,390,350	1,418,157
<b>Less Oper. Expenses</b>	792,497	816,272	840,760	865,983	891,962
<b>Net Income</b>	517,662	520,090	522,329	524,368	526,195
<b>Less Debt Service</b>	404,248	404,248	404,248	404,248	404,248
<b>Cash Flow</b>	113,414	115,842	118,081	120,120	121,947
<b>Debt Coverage Ratio</b>	1.28	1.29	1.29	1.30	1.30

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



**V. STATEMENT OF OWNER**

The undersigned hereby acknowledges the following:

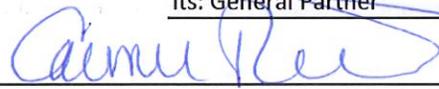
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: Avonlea Nine Limited Partnership  
By: Avonlea Nine Development LLC  
Its: General Partner

By:   
 Its: Carmen Romero, President  
 (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:	Zachary R. Schooley
Virginia License#:	401019064
Architecture Firm or Company:	Grimm and Parker Architecture, Inc.

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

Its: Partner \_\_\_\_\_  
(Title)

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

**W. LIHTC SELF SCORE SHEET**

**Self Scoring Process**

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

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

**MANDATORY ITEMS:**

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

**Included**

Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y

- Y or N
- Y, N, N/A
- Y or N

**Score**

0
0
0
0
0
0
0
0
0
0
0
0
0
0
0

Total: 0.00

**1. READINESS:**

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- e. Location in a revitalization area with resolution
- f. Location in a Opportunity Zone

Y
N
N
N
Y
N

- 0 or -50
- 0 or -25
- 0 to 10
- 0 or 10
- 0 or 15
- 0 or 15

0.00
0.00
0.00
0.00
15.00
0.00

Total: 15.00

**2. HOUSING NEEDS CHARACTERISTICS:**

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

Y
N
11.61%
N
Y
10%
N
Y

- 0 or up to 5
- 0 or 20
- Up to 40
- 0 or 5
- 0 or 10
- 0, 20, 25 or 30
- 0 or 15
- Up to 20

4.38
0.00
23.23
0.00
10.00
25.00
0.00
20.00

Total: 82.61

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 (within Northern VA or Tidewater)	Y20	0, 10 or 20	20.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
i. Developments with less than 100 low income units	Y	up to 20	14.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>224.00</u>

4. TENANT POPULATION CHARACTERISTICS:

	Locality AMI	State AMI	
	\$142,300	\$71,300	
a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	0.00%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	10.77%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.77%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.77%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.77%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.77%	Up to 50	0.00
Total:			<u>70.00</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 - 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. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
k. 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	145.40
b. Cost per unit		Up to 100	36.44
Total:			<u>181.84</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Y	Up to 30	30.00
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
Total:			<u>100.00</u>

400 Point Threshold - all 9% Tax Credits

**TOTAL SCORE:** 693.45

300 Point Threshold - Tax Exempt Bonds

**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	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>80.00</u>
All elderly units have:		
t. Front-control ranges	1	1.00
u. Independent/suppl. heat source	1	1.00
v. Two eye viewers	1	1.00
w. Shelf or Ledge at entrance within interior hallway	2	2.00
		<u>5.00</u>
<b>Total amenities:</b>		<b><u>85.00</u></b>

X. Development Summary

Summary Information

2023 Low-Income Housing Tax Credit Application For Reservation

<b>Deal Name:</b>	<b>Avonlea Nine</b>
-------------------	---------------------

**Cycle Type:** 9% Tax Credits **Requested Credit Amount:** \$1,800,000  
**Allocation Type:** New Construction **Jurisdiction:** Loudoun County  
**Total Units:** 65 **Population Target:** Elderly  
**Total LI Units:** 65  
**Project Gross Sq Ft:** 73,504.00 **Owner Contact:** Carmen Romero  
**Green Certified?** TRUE

<b>Total Score</b> 693.45
------------------------------

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$14,912,784	\$229,427	\$203	\$404,248
Grants	\$0	\$0		
Subsidized Funding	\$3,800,000	\$58,462		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$16,891,370	\$259,867	\$230	51.62%
General Req/Overhead/Profit	\$1,391,284	\$21,404	\$19	4.25%
Other Contract Costs	\$437,348	\$6,728	\$6	1.34%
Owner Costs	\$8,333,819	\$128,213	\$113	25.47%
Acquisition	\$2,847,037	\$43,801	\$39	8.70%
Developer Fee	\$2,821,929	\$43,414	\$38	8.62%
<b>Total Uses</b>	<b>\$32,722,787</b>	<b>\$503,427</b>		

Total Development Costs	
Total Improvements	\$27,053,821
Land Acquisition	\$2,847,037
Developer Fee	\$2,821,929
<b>Total Development Costs</b>	<b>\$32,722,787</b>

**Proposed Cost Limit/Sq Ft:** \$406  
**Applicable Cost Limit/Sq Ft:** \$497  
**Proposed Cost Limit/Unit:** \$459,627  
**Applicable Cost Limit/Unit:** \$533,792

Income	
Gross Potential Income - LI Units	\$1,155,684
Gross Potential Income - Mkt Units	\$0
Subtotal	\$1,155,684
Less Vacancy %	7.00%
<b>Effective Gross Income</b>	<b>\$1,074,786</b>

**Rental Assistance?** TRUE

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	57
# of 2BR	8
# of 3BR	0
# of 4+ BR	0
<b>Total Units</b>	<b>65</b>

Expenses		
Category	Total	Per Unit
Administrative	\$168,771	\$2,596
Utilities	\$67,233	\$1,034
Operating & Maintenance	\$184,919	\$2,845
Taxes & Insurance	\$152,519	\$2,346
<b>Total Operating Expenses</b>	<b>\$573,442</b>	<b>\$8,822</b>
Replacement Reserves	\$16,250	\$250
<b>Total Expenses</b>	<b>\$589,692</b>	<b>\$9,072</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	7	7
40% AMI	0	0
50% AMI	26	26
60% AMI	32	32
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$1,074,786
Total Expenses	\$589,692
<b>Net Income</b>	<b>\$485,094</b>
Debt Service	\$404,248
<b>Debt Coverage Ratio (YR1):</b>	<b>1.20</b>

**Income Averaging?** FALSE

**Extended Use Restriction?** 30

**Y. Efficient Use of Resources**

**Credit Points for 9% Credits:**

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

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

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

Combined Max	\$3,192,896
Credit Requested	\$1,800,000
% of Savings	43.62%
Sliding Scale Points	145.4

**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	\$29,875,750	
Total Square Feet	73,504.00	
Proposed Cost per SqFt	\$406.45	
Applicable Cost Limit per Sq Ft	\$497.00	
% of Savings	18.22%	
Total Units	65	
Proposed Cost per Unit	\$459,627	
Applicable Cost Limit per Unit	\$533,792	
% of Savings	13.89%	
Max % of Savings	18.22% Sliding Scale Points	36.44

# Tab A:

Organizational Documents, developer fee agreement and Org Chart for this deal  
(MANDATORY)

**AVONLEA NINE LIMITED PARTNERSHIP**

**AGREEMENT OF LIMITED PARTNERSHIP**

THIS AGREEMENT OF LIMITED PARTNERSHIP (this “Agreement”) is made and entered into as of the 12 day of September, 2022, by and among the undersigned persons (the “Partners”) upon the terms and conditions hereinafter set forth.

**ARTICLE I**

**INTRODUCTION**

Section 1.1 Affairs of the Partnership. The Partners, consisting of all of the partners of the Partnership, which was formed under the laws of the Commonwealth of Virginia pursuant to that certain Certificate of Limited Partnership filed with the Virginia State Corporation Commission on September 13, 2022, agree that this Agreement shall set forth all of the provisions governing the affairs of the Partnership.

Section 1.2 Defined Terms. The defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this Section 1.2.

“Act” means the Virginia Revised Uniform Limited Partnership Act, as it may from time to time be amended.

“Additional General Partner” means any Person who is admitted to the Partnership as an Additional General Partner under the provisions of Article V after the date of this Agreement.

“Additional Partner” means any Person who is admitted to the Partnership as a Partner under the provisions of Article VI after the date of this Agreement.

“Adjusted Book Value” means, with respect to any asset, such asset’s adjusted basis for federal income tax purposes, with the following exceptions and adjustments:

(i) The initial Adjusted Book Value of any asset contributed to the Partnership by a Partner shall be the fair market value of such asset (unreduced by liabilities secured by such asset) as determined by the contributing Partner and the Partnership and as reflected on Schedule I attached hereto and made a part hereof.

(ii) The Adjusted Book Values of all Partnership assets shall be adjusted to equal their respective fair market values (unreduced by liabilities secured by such assets) as determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimus Capital Contribution; (b) the distribution by the Partnership to a Partner of more than a de minimus amount of Partnership Property as consideration for an interest in the Partnership if the General Partner reasonably determines that such adjustment is

necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership; (c) the liquidation of the Partnership within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g); and (d) any other adjustments in the discretion of the General Partner as allowed under Regulations promulgated under Code Section 704(b), or any successor statute.

(iii) The Adjusted Book Value of any Partnership asset distributed to any Partner shall be the fair market value (unreduced by liabilities secured by such assets) of such asset on the date of distribution.

(iv) The Adjusted Book Values of Partnership assets shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m) and Section 7.4 hereof; provided, however, that Adjusted Book Values shall not be adjusted pursuant to this part (iv) to the extent the General Partner determines that an adjustment pursuant to part (ii) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this part (iv).

(v) The Adjusted Book Value of each asset determined or adjusted pursuant to (i), (ii) or (iv) above shall thereafter be adjusted by the Depreciation taken into account with respect to such asset in computing Profit or Loss.

“Adjusted Capital Account Deficit” means, with respect to any Partner, the deficit balance, if any, in such Partner’s Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) Such deficit shall be decreased by any amounts which such Partner is obligated or is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g)(i) and 1.704-2(h)(5); and

(ii) Such deficit shall be increased by the items described in Treasury Regulation 1.704-1(b)(2)(ii)(d)(4), (5) and 6.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulation 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Affiliate” or “Affiliated Person” means, when used with reference to a specified Person (i) any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the specified Person, (ii) any Person who is an officer, Partner, or trustee of, or serves in a similar capacity with respect to, the specified Person, or of which the specified Person is an officer, Partner or trustee, or with respect to which the specified Person serves in a similar capacity, (iii) any Person that, directly or indirectly, is the beneficial owner of 5% or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified Person, or of which the specified Person is directly or indirectly the owner

of 5% or more of any class of equity securities in which the specified Person has a substantial beneficial interest and (iv) any Family Partner of the specified Person.

“Agreement” means this Agreement of Limited Partnership as originally executed and as amended from time to time, as the context requires. Words such as “herein,” “hereinafter,” “hereof,” “hereto,” “hereby” and “hereunder,” when used with reference to this Agreement, refer to this Agreement as a whole unless the context otherwise requires.

“Capital Account” means the Capital Account to be maintained by the Partnership for each Partner in accordance with the following provisions:

(i) A Partner’s Capital Account shall be credited with such Partner’s Capital Contributions, the amount of any Partnership liabilities assumed by such Partner (or which are secured by Partnership Property distributed to such Partner), and such Partner’s distributive share of Profit; and

(ii) A Partner’s Capital Account shall be debited with the amount of money and the fair market value of any Partnership Property distributed to such Partner, the amount of any liabilities of such Partner assumed by the Partnership (or which are secured by Property contributed by such Partner to the Partnership), and such Partner’s distributive share of Loss.

(iii) If any Interest in the Partnership is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it is attributable to the transferred Interest.

It is intended that the Capital Accounts of all Partners shall be maintained in compliance with the provisions of Treasury Regulations Section 1.704-1(b) and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Partnership, or Partners), are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Partner pursuant to Article VIII hereof upon the dissolution of the Partnership. The General Partner also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulation Section 1.704-1(b).

“Capital Contribution” means, with respect to any Partner, the amount of money and the initial Adjusted Book Value of any property (other than money) contributed to the Partnership with respect to the Interest held by such Partner.

“Capital Transaction” means the sale, refinancing or other disposition of the Partnership’s interest in the Project.

“Code” means the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law).

“Depreciation” means, for each taxable year of the Partnership (or other period for which Depreciation must be computed), an amount equal to the depreciation, amortization or cost recovery deduction allowable with respect to the Partnership’s assets for such period, except that if the Adjusted Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of any such period, the Depreciation with respect to such asset shall be an amount which bears the same ratio to the beginning Adjusted Book Value of such asset as the federal income tax depreciation, amortization or cost recovery deduction allowable with respect to such asset for such period bears to such asset’s adjusted tax basis at the beginning of such period; provided, however, that if the federal income tax depreciation, amortization, or cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Adjusted Book Value using any reasonable method selected by the General Partner.

“Disability” shall mean mental disability, senility, insanity or other mental disease.

“Entity” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, syndicate, business trust or cooperative, or any foreign associations of like structure.

“Family Partner” means, with respect to any individual, his spouse, brothers, sisters, ancestors, and descendants.

“General Partner” means Avonlea Nine Development LLC, a Virginia limited liability company, or any Person who succeeds it in that capacity in accordance with the provisions of this Agreement.

“Insolvency” means, with respect to any Person, any of the following: (i) making an assignment for the benefit of creditors; (ii) filing a voluntary petition in bankruptcy; (iii) being adjudged bankrupt or insolvent or having entered against such Person an order of relief in any bankruptcy or insolvency proceedings; (iv) filing a petition or answer seeking for such Person any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (v) filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person seeking any reorganization, arrangement, composition, readjustment, liquidation, or dissolution of such Person, or any similar relief under any statute, law or regulation; (vi) seeking, consenting to, or acquiescing in, the appointment of a trustee, receiver or liquidator of all or any substantial part of such Person’s properties; or (vii) the continuation of any proceeding against such Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, for 120 days after the commencement thereof or the appointment of a trustee, receiver, or liquidator for all or any substantial part of such Person’s properties without such Person’s agreement or acquiescence, which appointment is not vacated or stayed for 120 days or, if the appointment is stayed, for 120 days after the expiration of the stay during which period the appointment is not vacated.

“Interest” means the entire ownership interest (which may be segmented into and/or expressed as a percentage of various rights and/or liabilities) of a Partner in the Partnership at any particular time, including the right of such Partner to any and all benefits to which a Partner may be entitled as provided in this Agreement and in the Act, together with the obligations of such Partner to comply with all the terms and provisions of this Agreement and of the Act.

“Major Decisions” shall have the meaning set forth in Section 4.3(B) hereof.

“Net Cash Flow” means all cash funds of the Partnership on hand at a given time (other than cash funds obtained as contributions to the capital of the Partnership by the Partners and cash funds obtained from loans to the Partnership) after (i) payment of all operating expenses of the Partnership as of such time, (ii) provision for payment of all outstanding and unpaid current obligations of the Partnership as of such time, and (iii) provision for any reserves to be held pursuant to this Agreement.

“Net Cash from Capital Transactions” means the net cash proceeds from Capital Transactions, less any portion thereof used to pay debts and liabilities of the Partnership (including debts and liabilities payable to the General Partner) or to establish reserves, all as determined by the General Partner.

“Nonrecourse Liability” has the meaning set forth in Treasury Regulation Section 1.704-2(b)(3).

“Notification” or “Notice” means a writing, containing the information required by this Agreement to be communicated to any person, delivered in person, sent by registered or certified mail, postage prepaid, by overnight courier or by electronic mail, to such person at the address set forth on Schedule I, the date of registry thereof or the date of the certification thereof being deemed the date of receipt of Notification; provided, however, that any written communication containing such information sent to such person and actually received by such person shall constitute Notice for all purposes of this Agreement.

“Partner” means a Person designated as a Partner in the Partnership as set forth on Schedule I, as such Schedule may be amended from time to time.

“Partner Minimum Gain” means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i).

“Partner Nonrecourse Debt” has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations.

“Partner Nonrecourse Deductions” has the meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase,

if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-(2)(i)(2) of the Regulations.

“Partnership” means Avonlea Nine Limited Partnership, a Virginia limited partnership.

“Partnership Minimum Gain” has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d), or any corresponding provision of succeeding Regulations.

“Partnership Nonrecourse Deductions” has the meaning set forth in Regulation Section 1.704-2(b)(1) and 1.704-2(c). The amount of Partnership Nonrecourse Deductions for a Partnership’s fiscal year equals the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year, determined according to the provisions of Regulation Section 1.704-2(c).

“Percentage Interests” means each Partner’s percentage of the total interests of the Partnership, as set forth opposite the name of such Partner under the column “Percentage Interests” on Schedule I attached hereto, as such percentage may be adjusted from time to time pursuant to the terms hereof.

“Person” means any individual or Entity.

“Profit” and “Loss” mean, for each taxable year of the Partnership (or other period for which Profit or Loss must be computed) the Partnership’s taxable income or loss determined in accordance with Section 703(a) of the Code, with the following adjustments:

(i) All items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in computing Partnership taxable income or loss; and

(ii) Any tax-exempt income of the Partnership, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; and

(iii) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulations Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss; and

(iv) In lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss there shall be taken into account the Depreciation computed in accordance with the definition of Depreciation set forth above; and

(v) In the event the Adjusted Book Value of any Partnership asset is adjusted pursuant to parts (ii) or (iii) of the definition of Adjusted Book Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses; and

(vi) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Adjusted Book Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Adjusted Book Value; and

(vii) Notwithstanding any other provision of this definition of Profit and Loss, any items which are specially allocated pursuant to Section 7.4 hereof shall not be taken into account in computing Profits or Losses.

“Project” means a project consisting of residential rental apartment units located in Loudoun County, Virginia, to be acquired, owned, operated and/or disposed of by the Partnership.

“Regulations” or “Treasury Regulations” means the federal income tax regulations promulgated under the Code, as amended from time to time and including corresponding provisions of succeeding regulations.

“Schedule” means Schedule I annexed hereto as amended from time to time and as so amended at the time of reference thereto.

“Substitute Partner” means any Person who is admitted to the Partnership as a Substitute Partner under the provisions of Article VI after the date of this Agreement.

“Successor General Partner” means any Person admitted as a Successor General Partner to the Partnership under the provisions of Article V after the date of this Agreement.

“Tax Matters Partner” means the General Partner designated in Section 4.7 hereof as the tax matters partner as defined in Section 6231(a)(7) of the Code.

## ARTICLE II

### NAME, PURPOSE AND TERM

Section 2.1 Place of Business and Office; Resident Agent. The principal office of the Partnership shall be 4318 N. Carlin Springs Road, Arlington, VA 22203. The name and address of the resident agent are Carmen Romero, 4318 N. Carlin Springs Road, Arlington, Virginia 22203. The General Partner may at any time change the location of such principal office and shall give due notice of any such change to the Partners.

Section 2.2 Purpose. The purpose of the Partnership is to acquire, finance, and operate and dispose of the Project, and to do all things necessary, convenient or incidental thereto. In addition, the Partnership may engage in and do any act concerning any or all lawful businesses for which partnerships may be organized according to the Act.

Section 2.3 Applications, Permits and Approvals. The Partnership is hereby authorized to make application for certificates of need, licenses, zoning and subdivision approvals, building permits and any other permits or approvals required under federal, state or local laws applicable to the Project to authorize the acquisition, construction and operation of the Project. Any and all acts taken on behalf of the Partnership in furtherance of obtaining such approvals are hereby ratified, confirmed and approved.

Section 2.4 Term. The Partnership shall be deemed to exist as of the date its Certificate of Limited Partnership is filed, and the duration of the Partnership shall be perpetual unless the Partnership is sooner dissolved in accordance with the provisions of this Agreement.

Section 2.5 Maintenance of Partnership as a Limited Liability Partnership. The General Partner shall take all necessary actions to maintain the Partnership as a limited partnership under the Act.

### ARTICLE III

#### PARTNERS' CAPITAL

Section 3.1 General Partner. The name, address and amount of the initial Capital Contribution (paid in full) of the General Partner in its capacity as such are set forth on the Schedule.

Section 3.2 Other Partners. The name, address and amount of the initial Capital Contributions of the Partners (other than the General Partner) are set forth on the Schedule.

Section 3.3 Partnership Capital.

A. The capital of the Partnership shall be the amounts contributed by the Partners.

B. No Partner shall receive any interest, salary or drawing with respect to his Capital Contribution or his Capital Account or for services rendered on behalf of the Partnership or otherwise in his capacity as a Partner except as specifically provided in this Agreement.

C. Except as otherwise provided in this Agreement, no Partner shall have the right to withdraw or receive any return of his Capital Contribution. Under circumstances requiring a return of any Capital Contribution, no Partner shall have any right to receive any funds or property of the Partnership except as may be specifically provided in this Agreement.

Section 3.4 Loan by Partners. If any Partner shall loan any monies to the Partnership, the amount of any such loan shall not be an increase in his share of the distributions of the Partnership; but the amount of any such loan shall be an obligation of the Partnership to such Partner, and shall be repaid with interest equal to the General Partner's cost of funds, and on such other reasonable terms as the General Partner shall determine.

Section 3.5 Liability of Partners. No Partner shall be personally liable for any liabilities, contracts, or obligations of the Partnership. A Partner's liability is limited to the amount of Capital Contributions made or required to be made by any such Partner pursuant to this Agreement. After his Capital Contributions have been fully paid, no Partner shall be required to make any further Capital Contributions or lend any funds to the Partnership or act as guarantor or indemnitor with respect to any Partnership liabilities or obligations except as otherwise required by the Act. The General Partner shall not have any personal liability for the repayment of the Capital Contributions of any other Partner. The obligation of any Partner to make any Capital Contribution shall be an obligation to the Partnership only and shall not inure to the benefit of, or be enforceable by any third party.

#### ARTICLE IV

##### **RIGHTS, POWERS AND DUTIES OF THE GENERAL PARTNER**

###### Section 4.1 Authorized Acts.

A. Subject to the provisions of this Agreement and in furtherance of the purpose of the Partnership as set forth in Section 2.2 hereof, the General Partner for, in the name of, and on behalf of the Partnership is hereby authorized:

(i) To acquire by purchase, lease or otherwise any interest in real or personal property or in any other partnership, corporation or other business entity, which may be necessary, convenient or incidental to the accomplishment of the purpose of the Partnership.

(ii) To construct, rehabilitate, demolish, rebuild, repair, operate, maintain, finance and improve, and to own, or to sell, convey, assign, mortgage or lease, any or all of the real estate and any personal property necessary, convenient or incidental to the accomplishment of the purpose of the Partnership.

(iii) To borrow money and issue evidences of indebtedness in furtherance of the purpose of the Partnership, and to secure the same by mortgage, pledge or other lien on any assets of the Partnership.

(iv) To prepay in whole or in part, refinance, recast, increase, modify or extend any mortgages affecting the assets of the Partnership and in connection therewith to execute any extensions, renewals or modifications of any such mortgages on the assets of the Partnership.

(v) To employ a management company, which may be the General Partner or an Affiliate thereof, to manage the assets of the Partnership and to authorize the

Partnership to pay reasonable compensation for such services, provided the Managing Partners (if more than one) shall act unanimously in connection therewith.

(vi) To execute any note, mortgage and/or loan agreement in order to secure a loan to the Partnership which note, mortgage and/or loan agreement may contain provision for the confession of judgment on behalf of the Partnership without the need to obtain any additional or further consent or approval of any Partner.

(vii) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to or in connection with, or incidental to the accomplishment of the purpose of the Partnership (or to employ any other entity, including a company which is owned wholly or partially by any one or more Affiliated Persons or which is an Affiliate of a General Partner, to undertake the foregoing on commercially reasonable, arms-length terms), so long as said activities and contracts may be lawfully carried on or performed by a limited partnership under the laws of the Commonwealth of Virginia.

(viii) To undertake the activities authorized by Section 2.3 of this Agreement.

(ix) To set up any reserves as described in this Agreement.

(x) To execute and deliver all notes, guaranties, agreements, documents and certificates required by any lender in connection with the financing or refinancing or modification of financing of the Project.

#### Section 4.2 Management of Partnership Business.

A. The business and affairs of the Partnership shall be managed under the direction and control of the General Partner who shall devote such of its time and services as the General Partner in its absolute discretion deems necessary.

B. Each of the Partners hereby agrees that any Partner may engage in and/or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management and development of real property.

C. The General Partner shall be reimbursed by the Partnership for all reasonable expenses incurred by it in connection with the business of the Partnership, but shall receive no salary or other compensation for serving as General Partner except as unanimously agreed to by the Partners.

D. The General Partner will take all reasonable steps to assure that the Partnership is classified as a partnership for tax purposes.

Section 4.3 Business Control.

A. No Partner other than the General Partner shall participate in or have any control over the Partnership business. The Partners hereby consent to the exercise by the General Partner of the powers conferred on it by this Agreement and to the employment, when and if in the discretion of the General Partner the same is deemed necessary or advisable, of such brokers, agents or attorneys as the General Partner may determine (notwithstanding that any parties to this Agreement may have an interest in, or be one of, such brokers, agents or attorneys). No Partner other than the General Partner shall have any authority or right to act for or bind the Partnership.

B. Major Decisions. The following major decisions (“Major Decisions”) require the consent of all non-General Partners, and the Partnership shall not take any of the following actions without the prior approval of all non-General Partners (which approval shall not be unreasonably withheld, conditioned or delayed) of the specific action, including the form of instrument, parties involved or any other matter relating to such action:

- (i) Admitting a new Partner to the Partnership;
- (ii) Selling any of the assets of the Partnership (other than in the ordinary course of business in furtherance of the purpose of the Partnership);
- (iii) Leasing or otherwise encumbering any of the Partnership’s real property (other than residential and commercial leases in the ordinary course of business in furtherance of the purpose of the Partnership);
- (iv) Amending this Agreement in any manner;
- (v) Dissolving, liquidating or winding-up the affairs of the Partnership;
- (vi) Acquiring any real property (other than the Project as provided herein) or any interest in any entity;
- (vii) Entering into any merger, consolidation or restructuring of the Partnership;
- (viii) Initiating any proceeding under the Federal Bankruptcy Code or any similar law relating to the protection of creditors, or consent to the initiation against it of any such proceeding;
- (ix) Issuing any debt that is convertible into equity in the Partnership; or
- (xi) Borrowing money and issuing evidences of indebtedness in furtherance of the purpose of the Partnership, and to secure the same by mortgage, pledge or other lien on any assets of the Partnership.

Section 4.4 Duties and Obligations of the General Partner.

A. The General Partner shall take all action which may be necessary or appropriate for the continuation of the Partnership's existence as a partnership under the Act.

B. The General Partner shall at all times conduct its affairs and the affairs of the Partnership in such a manner that the Partners will not have any personal liability for Partnership debts except for said Partners' Capital Contributions. The General Partner shall manage the activities of the Partnership in a manner consistent with the purpose and goals of the Partnership.

C. The General Partner from time to time shall prepare and file any amendment to the Articles as it deems necessary to accurately reflect the agreement of the Partners, the identity of the Partners, the amount of their respective Capital Contributions and any matters required by the Act to be reflected in an amendment to the Articles.

D. Subject to the other provisions herein, the General Partner shall prepare or cause to be prepared, and shall file, on or before the due date (or any extension thereof), any federal, state or local tax returns required to be filed by the Partnership. The General Partner shall cause the Partnership to pay any taxes payable by the Partnership to the extent the same are not payable by any other party.

E. The General Partner shall be under a fiduciary duty to conduct the affairs of the Partnership in the best interests of the Partnership, including the safekeeping and use of all Partnership funds and assets and the use thereof for the benefit of the Partnership. The General Partner shall at all times act in good faith and exercise due diligence in all activities relating to the conduct of the business of the Partnership.

Section 4.5 Liability of General Partner to Other Partners. The General Partner shall not be liable, responsible or accountable in damages or otherwise to any other Partner for any act performed by it in good faith and within the scope of the authority conferred on it by this Agreement, except for acts of malfeasance, intentional and willful misconduct or gross negligence, damages arising from any material misrepresentation, or breach of a warranty to, or an agreement with, the Partnership.

Section 4.6 Indemnification.

The Partnership shall indemnify and save harmless the General Partner against any claims or liability incurred by it provided that the acts or omissions giving rise to such claims or liabilities were performed in good faith and within the scope of its authority under this Agreement, except for acts of malfeasance, intentional and willful misconduct or gross negligence or for damages arising from any material misrepresentation, breach of warranty, or for damages arising from a breach of any other agreement with the Partnership, provided that any indemnity under this Section shall be provided out of and to the extent of Partnership assets only. Nothing contained in this paragraph shall be construed as imposing any liability on any Partner.

Section 4.7 Tax Matters Partner. The General Partner is hereby designated to serve as the Partnership's "Tax Matters Partner" and shall have all of the powers and responsibilities of such position as provided in Sections 6221 et seq. of the Code. Reasonable expenses incurred by the Tax Matters Partner directly relating to its performance of services as Tax Matters Partner will be borne by the Partnership. Each Partner who elects to participate in any administrative proceeding, as permitted by Sections 6221 et seq. of the Code, will be responsible for any expenses incurred by such Partner in connection with such participation and for any additional costs and expenses incurred by the Partnership due to such participation. Further, the cost of any adjustments to a Partner and the cost of any resulting audits of or adjustment to a Partner's tax return will be borne solely by the affected Partner.

Section 4.8 Right of First Refusal. On the date of or prior to the closing of the debt and equity financing for the Project, the Partnership shall grant to Arlington Partnership for Affordable Housing, Inc., a right of first refusal with the respect to the purchase of the Project after the end of the low-income housing tax credit compliance period, in order to satisfy the requirement of Section 42(i)(7) of the Code.

## ARTICLE V

### TRANSFERABILITY OF GENERAL PARTNER'S INTEREST

#### Section 5.1 Transfer of General Partner's Interest; Withdrawal by General Partner.

A. A General Partner may not withdraw or retire from the Partnership or sell, transfer or assign its interest as General Partner except after complying with the provisions of Section 5.1(D) and only with the prior consent of all of the Partners.

B. If a General Partner withdraws or retires from the Partnership or sells, transfers or assigns its entire interest pursuant to Section 5.1(A), it shall be and shall remain liable for all obligations and liabilities incurred by it as General Partner before such withdrawal, sale, transfer or assignment shall have become effective, but shall be free of any obligation or liability incurred on account of the activities of the Partnership from and after the time of such withdrawal, sale, transfer or assignment shall have become effective. In addition, a General Partner who withdraws or retires in violation of this Agreement shall also be, and remain, liable to the Partnership and its Partners for damages resulting from the General Partner's breach of this Agreement; and, without limitation of remedies the Partnership may offset such damages against any amounts otherwise owed or distributable to the withdrawing General Partner.

C. The personal representatives, successors or assigns of any General Partner shall be, and remain, liable for all obligations and liabilities incurred by the General Partner prior to, or in connection with, his retirement or withdrawal.

D. A General Partner may withdraw from the Partnership pursuant to Section 5.1(A) only upon meeting the following further requirements:

(i) Any substitute General Partner(s) has (have) sufficient net worth and meet(s) all other published requirements of the Internal Revenue Service necessary to assure that the Partnership will continue to be classified as a partnership for federal income tax purposes;

(ii) The withdrawal of the General Partner is in conformity with the Act and none of the actions taken in connection with such withdrawal will cause the termination or dissolution of the Partnership or will cause it to be classified other than as a partnership for federal income tax purposes; and

(iii) A substitute General Partner is admitted in compliance with the requirements of Section 5.2.

E. In the event of the withdrawal of a General Partner who is not then the sole General Partner, the Partnership shall be continued by the remaining General Partner or Managing Partners, who shall make and file such amendments to this Agreement and to the Articles as are required by the Act to reflect the fact that the withdrawn General Partner has ceased to be a General Partner of the Partnership.

F. In the event of the withdrawal of a sole General Partner, the withdrawn General Partner, or its successors, representatives, heirs or assigns shall promptly give Notification of such withdrawal to all Partners. In such event, the Partnership shall be dissolved unless within 90 days after the withdrawal of the sole General Partner, the remaining Partner or Partners unanimously consent in writing to continue the Partnership and to the appointment, effective as of the date of withdrawal of the sole General Partner, of one or more Successor Managing Partners.

G. Upon the retirement or withdrawal of a General Partner: (i) such retiring or withdrawing General Partner shall immediately cease to be a General Partner of the Partnership and such retiring or withdrawing General Partner shall no longer participate in the management of the Partnership; and (ii) the General Partner's Interest shall be converted to that of a Partner which is not a General Partner, with the same right to participate in allocations of Profit or Loss and in distributions of the Partnership as prior to the conversion.

H. The General Partner may at any time designate additional persons to be Managing Partners, whose interest in the Partnership shall be such as agreed upon by the General Partner and such Additional General Partner, provided that the interest of the other Partners shall not be affected thereby. Such additional persons shall become successor or Additional Managing Partners only upon meeting the conditions provided in Section 5.2.

Section 5.2 Admission of a Successor or Additional General Partner. A person shall be admitted as a General Partner of the Partnership only if the following terms and conditions are satisfied:

A. The admission of such persons shall have been consented to by the General Partner and all of the Partners;

B. The successor and additional person shall have accepted and agreed to be bound by all the terms and provisions of this Agreement, by executing such documents or instruments that may be required or appropriate to effect the admission of such person as a General Partner and, where appropriate, such documents shall have been filed for recordation and all other actions required in connection with such admission shall have been performed;

C. If a successor or additional person is a corporation, it shall have provided the Partnership with satisfactory evidence of its authority to become a General Partner and to be bound by the terms and provisions of this Agreement; and

D. The admission of the successor or additional person is in conformity with the Act and none of the actions taken in connection with the admission of the successor person will cause the termination or dissolution of the Partnership, or will impair the limited liability of the Partners, or will cause the Partnership to be classified other than as a partnership for federal income tax purposes under the rules and regulations of the Internal Revenue Service promulgated at that time.

## ARTICLE VI

### **TRANSFERABILITY OF PARTNER INTERESTS AND REPRESENTATIONS OF PARTNERS**

Section 6.1 Withdrawal or Retirement. No Partner may withdraw or retire from the Partnership, or receive a return of his or its contributions, without the consent of the General Partner.

Section 6.2 Amended Agreement and Articles. Any transfer or change of any Partner's interest in the Partnership must be reflected in an appropriate amendment to this Agreement and when appropriate, to the Articles, and the General Partner shall be obligated to file any amendment to the Articles.

Section 6.3 Representations of Partners.

A. Each of the Partners severally represents and warrants to the Partnership and the General Partner as follows:

(i) Such Partner is acquiring his or its interest for his or its own account for investment and not with a view to, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling the same; and, except as contemplated by this Agreement such Partner has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for the disposition thereof.

(ii) Such Partner has full power and authority to enter into and to perform this Agreement in accordance with its terms.

(iii) Such Partner has conducted its own inquiry concerning the Partnership, its business and its personnel as such Partner has deemed appropriate; the Partnership has made available to such Partner any and all written information which he or it has requested and have answered to such Partner's satisfaction all inquiries made by such Partner; and such Partner has adequate net worth and means of providing for his or its current needs and personal contingencies to sustain a complete loss of his or its investment in the Partnership; such Partner's overall commitment to investments which are not readily marketable is not disproportionate to his or its net worth and such Partner's investment in the Partnership will not cause such overall commitment to become excessive.

## ARTICLE VII

### ALLOCATIONS AND DISTRIBUTIONS TO PARTNERS

#### Section 7.1 Allocations of Profit and Loss.

A. After giving effect to the special allocations set forth in Section 7.4 hereof, Profit shall be allocated as follows:

(i) If one or more Partners have a negative Capital Account, to such Partners, in proportion to their negative Capital Accounts, until all such negative Capital Accounts have been increased to zero. This allocation shall offset against any allocation pursuant to Section 7.1(A)(ii) - (iv) hereof to the extent necessary to maintain Capital Account balances which conform to the desired distributions pursuant to Sections 7.2, 7.3 and 8.2 hereof.

(ii) Pro rata among the Partners on a cumulative basis based upon and up to the amount of Loss allocated to the Partners pursuant to Section 7.1(B)(iii) hereof.

(iii) Pro rata among the Partners on a cumulative basis based upon and up to the amount of Loss allocated pursuant to Section 7.1(B)(ii) hereof.

(iv) Any remaining Profit shall be allocated among the Partners in proportion to their Partnership Interests.

B. After giving effect to the special allocations set forth in Section 7.4 hereof, Loss shall be allocated as follows:

(i) Pro rata among the Partners on a cumulative basis based on and up to the amount of Profits allocated previously to the Partners pursuant to Section 7.1(A)(iv) hereof.

(ii) Pro rata among the Partners based upon and up to the amount of their Capital Contributions on a cumulative basis.

(iii) Any remaining Loss shall be allocated among the Partners in proportion to their Partnership Interests.

C. For the purposes of this Agreement, in the event of the transfer of all or any part of an Interest (in accordance with the provisions of this Agreement) at any time other than the end of a Partnership accounting year, the distributive share of the Profit or Loss from Partnership operations and Depreciation of the Partnership in respect of the Partnership interest so transferred shall be allocated between the transferor and the transferee in the same ratio as the number of days in such Partnership accounting year before and after such transfer, except that the provisions of this sentence shall not be applicable to a gain or loss arising from a Capital Transaction. Gain or loss from any such Capital Transaction shall be allocated on the basis of Partnership Interests on the date the gain is realized or the loss incurred, as the case may be.

D. The allocations set forth in this Article VII are solely for the benefit of the Partners hereof and are not for the benefit of, nor do they create any rights on behalf of, any creditors of the Partnership.

Section 7.2 Distributions of Net Cash Flow. The Net Cash Flow of the Partnership for each calendar quarter or fraction thereof shall be distributed to the Partners as soon as practicable after the end of such calendar year to the Partners, pro rata, based on their Partnership Interests in the Partnership. In calculating Net Cash Flow, the General Partner shall have the right to set aside reserves in such amounts as the General Partner may determine to be necessary for current or future needs of the Partnership.

Section 7.3 Distributions of Net Cash from Capital Transactions. The Net Cash from Capital Transactions (other than a Capital Transaction which causes a dissolution and liquidation of the Partnership, which shall be governed by Section 8.2), shall be distributed to the Partners as soon as practicable to the Partners, pro rata, based on their Partnership Interests in the Partnership. In calculating Net Cash from Capital Transactions, the General Partner shall have the right to set aside reserves in such amounts as the General Partner may determine to be necessary for current or future needs of the Partnership.

Section 7.4 Special Allocations of Items in the Nature of Income or Gain.

A. Except as provided in Section 7.4(C) hereof, if any Partner unexpectedly receives any adjustment, allocation or distribution described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Partnership income and gain shall be specially allocated to such Partner in an amount sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Partner as quickly as possible. This Section 7.4(A) is intended to comply with the qualified income offset requirement in Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistent therewith.

B. Except as provided in Sections 7.4(C) and (D) hereof, in the event any Partner has a deficit Capital Account at the end of any Partnership fiscal year which is in excess of such Partner's Adjusted Capital Account Deficit, each such Partner shall be specially allocated

items of Partnership income and gain in the amount of such excess for such year (and, if necessary, subsequent years) as quickly as possible.

C. Notwithstanding any other provision of this Article VII, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such Partner's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations Section 1.704-2(g), that is allocable to the disposition of all or a portion of the Project subject to Nonrecourse Liabilities, determined in accordance with Regulations Section 1.704-2(f), or (ii) if such Partner would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(f)(6) of the Treasury Regulations. This Section 7.4(C) is intended to comply with the minimum gain chargeback requirement in such Section of the Treasury Regulations and shall be interpreted consistently therewith. To the extent permitted by such Section of the Treasury Regulations and for purposes of this Section 7.4(C) only, each Partner's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Article VII with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

D. Notwithstanding any other provision of this Article VII except Section 7.4(C), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each Partner who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such Partner's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4), or (ii) if such Partner would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 7.4(D) is intended to comply with the minimum gain chargeback requirement in such Section of the Treasury Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 7.4(D), each Person's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Article VII with respect to such fiscal year, other than allocations pursuant to Section 7.4(C) hereof.

E. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(f)(i).

F. Partnership Nonrecourse Deductions for any fiscal year or other period shall be allocated in the same manner as Losses are allocated pursuant to Section 7.1(B) hereof.

G. Notwithstanding anything to the contrary contained herein, in each taxable year of the Partnership, the General Partner shall be allocated at least 0.01% of each material item of Partnership income, gain, loss, deduction and credit.

H. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the General Partner and the other Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

I. Any special allocations pursuant to Sections 7.4(A) through 7.4(F) hereof shall be taken into account in computing subsequent allocations of Profits or Losses pursuant to this Article VII, so that the net amount of any items so allocated and the Profits, Losses and all other items allocated to each Partner pursuant to this Article VII shall, to the extent possible, be equal to the net amount that would have been allocated to each such Person pursuant to the provisions of this Article VII if such special allocations had not been required.

J. It is the intent of the Partners that Profit and Loss be allocated in a manner which will conform to the Treasury Regulations promulgated pursuant to Code Section 704(b) (the "704(b) Regulations") and that Partnership distributions be made in the priorities set forth herein. In the event that adherence to the allocation formulas set forth in Section 7.1 hereof does not result in compliance with the 704(b) Regulations, the General Partner, upon advice of counsel, may reallocate Profits and Losses in such a manner as to conform with the 704(b) Regulations while distributing Net Cash Flow pursuant to Section 7.2 hereof.

K. Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the General Partner and the other Partners in the same proportions as they share Profits and Losses, as the case may be, for the year.

## ARTICLE VIII

### **DISSOLUTION, LIQUIDATION AND TERMINATION OF THE PARTNERSHIP**

Section 8.1 Events Causing Dissolution. The Partnership shall dissolve upon the happening of any of the following events:

A. the sale of the entire Project or of substantially all of the assets of the Partnership (excepting (a) a disposition of the Project which qualifies, in whole or in part, under Section 1031 or Section 1033 of the Code or (b) a sale in which the Partnership receives purchase money financing in which case the Partnership shall dissolve upon receipt of final payment thereunder);

B. the death, Disability, Insolvency, retirement or withdrawal of a sole General Partner unless the Partnership is continued pursuant to Section 5.1(F);

C. the election to dissolve the Partnership made in writing by the Partners whose total Percentage Interests, as shown on the Schedule attached hereto, represent at least 80% of the Percentage Interests of all Partners; or

D. the happening of any other event causing dissolution of the Partnership under the Act.

Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution. Articles of Dissolution may be filed under the Act at any time after the dissolution but before the completion of winding up of the Partnership. In any event, the Partnership shall not terminate until the assets of the Partnership have been distributed as provided in Section 8.2.

Section 8.2 Liquidation and Distributions on Dissolution.

A. As soon as practical after the dissolution of the Partnership, the General Partner shall give Notification to all the Partners of such fact and shall prepare a plan as to whether and in what manner the assets of the Partnership shall be liquidated. With the consent of the Partners, the assets of the Partnership, subject to its liabilities, may be transferred to a successor entity, upon such terms and conditions as are then agreed upon.

B. If the Partners fail to agree to transfer the assets of the Partnership, subject to its liabilities, to a successor entity pursuant to Section 8.2(A) upon dissolution of the Partnership, the General Partner (or any Partner if there be no General Partner) shall take full account of the Partnership's liabilities and property and the Partnership shall be liquidated as promptly as is consistent with obtaining the fair market value thereof, and the net proceeds shall be applied and distributed in the following order:

(i) First, to the payment of debts and liabilities of the Partnership other than loans or other debts and liabilities of the Partnership to Partners;

(ii) Second, to the setting up of any reserves which the General Partner or the liquidator deems reasonably necessary for contingent, unmaturing or unforeseen liabilities or obligations of the Partnership;

(iii) Third, to the repayment of any unrepaid loans theretofore made by the Partners to the Partnership and to the payment of any unpaid amounts owing to the General Partner or its Affiliates under this Agreement; and

(iv) Fourth, to the Partners, pro rata based on their Partnership Interests, as shown on the Schedule.

C. If any Partner has a deficit balance in his Capital Account (after giving effect to all contributions, distributions and allocations for all taxable years, including the year during which such distribution occurs), such Partner shall have no obligation to make any contribution to the capital of the Partnership with respect to such deficit, except in accordance with Section 8.2(D) below.

D. At any time or from time to time after the date hereof, any Partner may, by written notice to the Partnership, obligate itself to restore up to a dollar amount specified in such notice (the "Restoration Amount") of any negative balance which would be standing in its Capital Account following the liquidation and winding-up of the Partnership or the liquidation of the Partner's Interest in the Partnership and the making of all Capital Account adjustments required in connection therewith, provided the Restoration Amount specified by a Partner shall be reasonable in light of the financial and business condition and equity value of such Partner. In the event a Partner so obligates itself to restore the Restoration Amount, the Partners agree (i) that for the purposes of this Agreement such Partner shall be deemed to be irrevocably obligated to restore the negative balance standing in its Capital Account in an amount up to the Restoration Amount, and (ii) upon the liquidation and winding-up of the Partnership or the liquidation of such Partner's Interest in the Partnership, as the case may be, if, after taking into account all distributions of liquidation proceeds and other Capital Account adjustments for the taxable year of the Partnership during which the liquidation and winding-up of the Partnership or liquidation of such Partner's Interest in the Partnership occurs, as the case may be, such Partner has a negative balance in its Capital Account, that Partner shall be unconditionally obligated to restore to the Partnership an amount equal to the lesser of the Restoration Amount or the negative balance standing in his or its Capital Account, on or prior to the end of the taxable year of the Partnership during which the liquidation of the Partnership or such Partner's Interest in the Partnership occurs (or, if later, within ninety (90) days after the date of such liquidation). Any such contributed amounts shall be applied and distributed in the manner described in Section 8.2(B) hereof.

## ARTICLE IX

### **BOOKS AND RECORDS; ACCOUNTING, TAX ELECTIONS, ETC.**

Section 9.1 Books and Records. The books and records of the Partnership shall be maintained by the General Partner and shall be available for examination at reasonable times at the principal office of the Partnership by any Partner, or his duly authorized representatives, during regular business hours, and may be copied by said Partners at their own expense. The Partnership shall keep at its principal office, without limitation, the following records: a current list of the full name and last known address of each Partner; a copy of this Agreement; copies of the Partnership's

federal, state and local income tax returns and reports, if any, for the three most recent years; copies of any financial statements of the Partnership for the three most recent years; and the Partnership books. The Partnership may provide such financial or other statements to the Partners as the General Partner in its discretion deems advisable.

Section 9.2 Bank Accounts. The bank accounts of the Partnership shall be maintained in such banking institutions as the General Partner shall determine, and withdrawals shall be made on such signature(s) as the General Partner may determine.

Section 9.3 Tax Returns; Elections. As soon as practicable after the end of each calendar year, the General Partner shall mail to each Partner sufficient information (including a Form K-1) with respect to the Partnership necessary for the preparation of such Partner's federal income tax return. Upon written request of any Partner, the General Partner shall provide said Partner with a true and complete copy of the Partnership's annual federal income tax return with respect to any taxable year of the Partnership so requested.

Section 9.4 Fiscal Year; Method of Accounting. The Partnership shall keep its books and records in accordance with the accounting methods followed for federal income tax purposes and/or otherwise generally in accordance with generally accepted accounting principles and procedures consistently applied, which shall reflect all Partnership transactions and shall be appropriate and adequate for the Partnership's business. The determination of the fiscal year and the method of accounting to be used in keeping the books of the Partnership shall be made by the General Partner.

## ARTICLE X

### GENERAL PROVISIONS

Section 10.1 Binding Provisions. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Section 10.2 Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reasons any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect any other provisions of this Agreement.

Section 10.3 Paragraph Titles. Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

Section 10.4 Discretion. Unless otherwise provided herein, any provision of this Agreement giving the General Partner the authority or power to make any decision on its own behalf or on the behalf of the Partnership shall be deemed to provide that the General Partner may make such decision(s) in its sole and absolute discretion.

Section 10.5 Amendments. This Agreement may be amended in any respect only with the consent of all Partners.

Section 10.6 Word Meanings. In this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

Section 10.7 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflict of laws, and the rights, duties and obligations of the Partners shall be as stated in the Act except as provided herein.

Section 10.8 Counterparts; Additional Partners. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all the parties reflected hereon as signatories. Each Substitute, Additional or Successor Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner as the General Partner shall determine. By so signing, such Partner shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until it shall have been signed by the General Partner.

Section 10.9 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

Section 10.10 Waiver of Partition. The Partners hereby waive any right of partition or any right to take any other action which otherwise might be available to them for the purpose of severing their relationship with the Partnership or their interest in the assets held by the Partnership from the interest of the other Partners.

Section 10.11 Third Party Rights. Any obligation of a Partner set forth herein to the Partnership or to any other Partner shall be an obligation only to the Partnership or such Partner, and shall not inure to the benefit of any third party.

END OF ARTICLE X

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Limited Partnership of Avonlea Nine Limited Partnership as of the date first above written.

**PARTNERS:**

**GENERAL PARTNER:**

**AVONLEA NINE DEVELOPMENT LLC**, a  
Virginia limited liability company

By:



Carmen Romero  
President

**LIMITED PARTNER:**

**ARLINGTON PARTNERSHIP FOR  
AFFORDABLE HOUSING, INC.**, a Virginia non-  
stock corporation

By:



Carmen Romero  
President

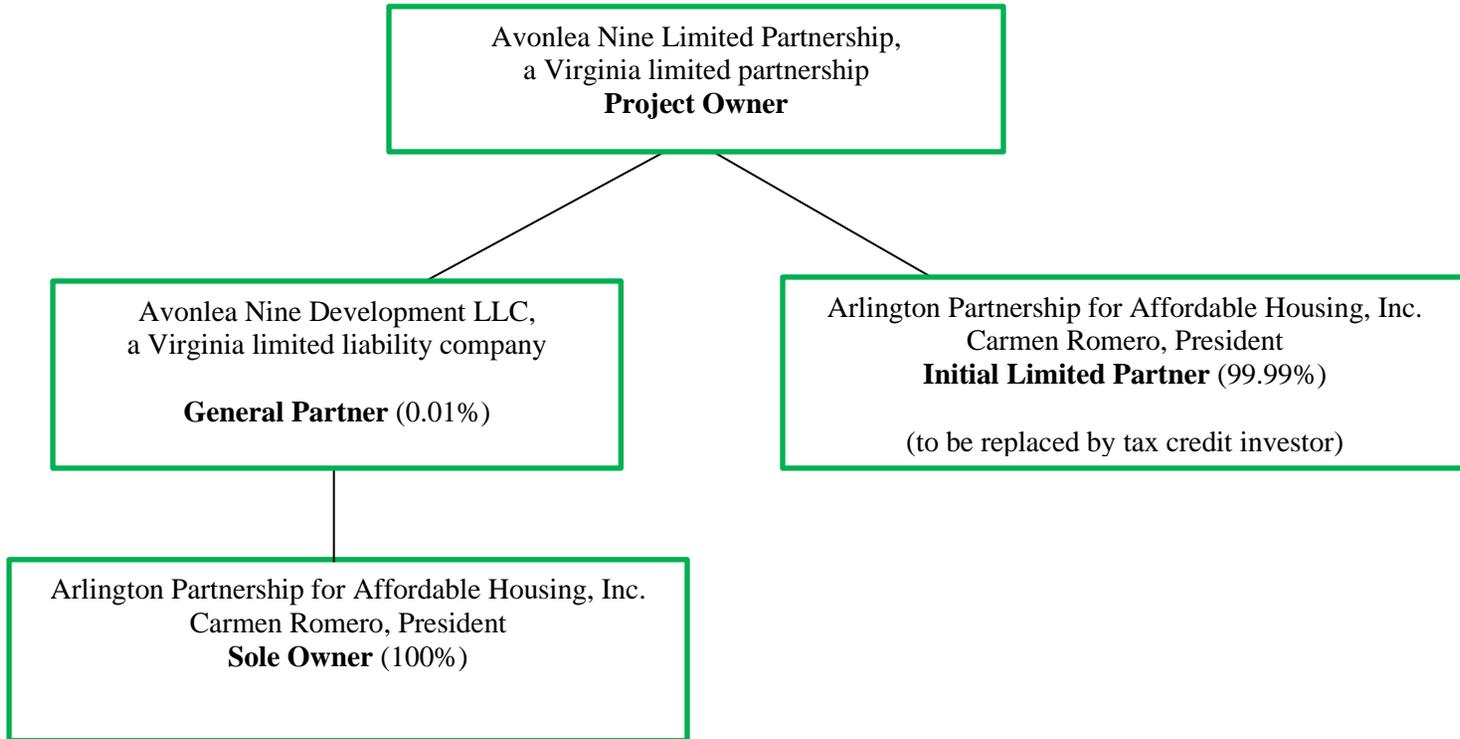
**AVONLEA NINE LIMITED PARTNERSHIP**

**SCHEDULE I  
TO  
AGREEMENT OF LIMITED PARTNERSHIP**

<u>Partner's Name And Address</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
<u>General Partner</u> Avonlea Nine Development LLC c/o Arlington Partnership for Affordable Housing, Inc. 4318 N. Carlin Springs Road Arlington, Virginia 22203 cromero@apah.org	\$10.00	0.01%
<u>Limited Partner</u> Arlington Partnership for Affordable Housing, Inc. 4318 N. Carlin Springs Road Arlington, Virginia 22203 cromerol@apah.org	\$10.00	99.99%

**Name of Development:** Avonlea Nine  
**Owner:** Avonlea Nine Limited Partnership

**ORGANIZATIONAL CHART**



## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made as of the 7 day of March 2023, by and between AVONLEA NINE LIMITED PARTNERSHIP, a Virginia limited partnership (the "**Partnership**"), and ARLINGTON PARTNERSHIP FOR AFFORDABLE HOUSING, INC., a Virginia nonprofit corporation (the "**Developer**").

### RECITALS

WHEREAS, the Partnership intends to develop, construct and lease sixty-five (65) low-income housing tax credit units and common areas located on certain land within in a building (the "**Building**") in Loudoun County, Virginia (the "**Project**");

WHEREAS, the Developer is to be paid a fee (the "**Development Fee**") for services rendered in connection with the development and construction of the Project. The Partnership intends that the Project will qualify for the low-income housing credit pursuant to Section 42 of the Internal Revenue Code of 1986, as amended (the "**Credit**").

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

(1) The Developer shall perform or shall have performed prior to the date hereof the following services for the Partnership:

(a) Obtain construction financing on behalf of the Partnership in an amount sufficient to fund the construction of the Project.

(b) Prepare or cause to be prepared such environmental and neighborhood impact studies or reports, engineering surveys, and plans and specifications as may be required in connection with the construction of the Project.

(c) Prepare and submit to the Partnership for approval a construction budget and make recommendations to the Partnership regarding any necessary modifications thereto.

(d) Make available to the Partnership upon request copies of all contracts, option agreements, construction financing commitments, budgets, plans and specifications or other items prepared or obtained.

(e) Obtain a construction contract (the "**Construction Contract**") from a reputable general contractor (the "**General Contractor**"), which may be an affiliate of Developer, which Construction Contract shall require the General Contractor to post a payment and performance bond in the full amount of the Construction Contract or letter of credit in an amount acceptable to the Partnership.

(f) Perform or cause to be performed, in a diligent and efficient manner, general administration and supervision of construction of the Project, including but not limited to the

following:

(i) administration and supervision of the activities of the General Contractor and all other contractors, subcontractors and others employed in connection with the construction of the Project;

(ii) preparation of construction schedules and supervision of the scheduling of construction in conformity with such construction schedules;

(iii) periodic inspection of construction in progress, including but not limited to inspection at completion, for defects in construction and to assure compliance with the plans and specifications, and supervision of correction of any and all deficiencies noted pursuant to such inspections;

(iv) processing and payment of applications for progress payments made by the General Contractor, including verification of such applications against the progress of construction as indicated by the aforementioned periodic inspections; and

(v) analysis of requests for any and all change orders to or variations from the plans and specifications approved by the Partnership (the "*Plans and Specifications*") and approved project budget and submission of such requests to the Partnership for approval.

(g) Perform, or cause to be performed, in a diligent and efficient manner, preparation of contracts, letter agreements, purchase orders, and similar documents as are necessary to complete timely the construction of the Project in accordance with the Plans and Specifications.

(h) Cause the Project to be completed as required by funding sources and the Partnership in a manner consistent with good workmanship, in compliance with the following:

(i) the Plans and Specifications;

(ii) all obligations of the Partnership under any financing documents executed by the Partnership; and

(iii) all municipal, state, and other governmental laws, ordinances, and regulations governing the construction of the Project and the use thereof for its intended purposes and all other requirements of law applicable to construction of the Project.

(i) Maintain, or cause to be maintained, builders risk, contractor's liability, and workers' compensation insurance required by law and the Partnership, the limits of such coverage to be reasonable under the circumstances, but no less than that required by construction lenders or applicable statutes.

(j) Keep or cause to be kept separate project accounts and cost records and prepare and furnish upon request financial and progress reports and statements with respect to construction of the Project.

(k) Make available to the Partnership upon request copies of all contracts and subcontracts.

(l) Deliver to the Partnership copies of all inspection reports and applications for payment given any lender providing a loan to the Partnership.

(2) The Partnership agrees to compensate the Developer for its services by payment of a fee (the "**Development Fee**") in the amount of Two Million and Eight Hundred Twenty-One Thousand Nine Hundred and Twenty-Nine Dollars (\$ 2,821,929.00). The amount of the Development Fee may be increased immediately prior to construction loan closing to take into account: (i) additional savings in the budget which the Developer is able to achieve; and (ii) any additional sources of financing for the Project obtained by the Developer (the precise amount of such additional Development Fee to be agreed upon by Developer and Partnership based on an analysis of the budget immediately prior to construction loan closing). In addition, the Developer will be reimbursed for any advances related to development of the Project made by the Developer to the Partnership.

(3) The Development Fee shall be earned and all of the services to be provided by the Developer hereunder shall be completed during the period ending with construction completion of the Project and shall be paid at such times as the General Partner shall determine; *provided, however*, that (i) for services rendered by the Developer prior to the execution of this Development Agreement, the Developer shall earn Two Hundred Nineteen Thousand Eight Hundred Thirty-Seven Dollars (\$ 219,837.00) of the fee on the execution date hereof, and (ii) the remainder of the Development Fee shall be earned during the period ending with the Project's construction. The Development Fee shall be paid no later than December 31, 2038.

(4) This Development Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns, and may not be changed orally.

(5) The Developer shall consent to any amendment to this Development Agreement required by a syndication investor in the Partnership; *provided, however*, the Developer may withhold its consent to any changes in services to be provided or fees to be paid hereunder.

(6) This Development Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Development Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all the parties reflected hereon as signatories.

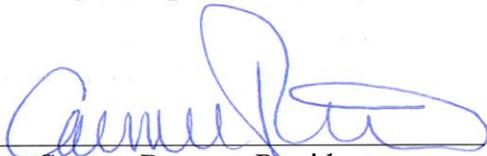
(Signatures on following page)

**IN WITNESS WHEREOF** and intending to be bound legally hereby, the undersigned have executed this Development Agreement as of the day and year first above-written.

**PARTNERSHIP:**

AVONLEA NINE LIMITED PARTNERSHIP,  
a Virginia limited partnership

By: Avonlea Nine Development LLC,  
a Virginia limited liability company  
its general partner

By:   
Carmen Romero, President

**DEVELOPER:**

ARLINGTON PARTNERSHIP FOR  
AFFORDABLE HOUSING, INC., a Virginia  
nonprofit corporation

By:   
Carmen Romero, President

# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, September 13, 2022

This is to certify that the certificate of limited partnership of

### **Avonlea Nine Limited Partnership**

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

Effective date: September 13, 2022



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, September 13, 2022

This is to certify that the certificate of organization of

### **Avonlea Nine Development LLC**

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

Effective date: September 13, 2022



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)

Previous Participation Certification

Development Name \_\_\_\_\_

Name of Applicant (entity) \_\_\_\_\_

**I hereby certify that:**

1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. ~~That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;~~
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and
9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, ~~in the case of a multifamily rental housing property assisted by any federal or state~~

## Appendices continued

~~governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.~~

12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. ~~None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.~~
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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

Avonlea Nine Limited Partnership

By: Avonlea Nine Development LLC, its General Partner



\_\_\_\_\_  
Signature

Carmen Romero, President

\_\_\_\_\_  
Printed Name

3/7/2023

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

## **Avonlea Nine**

### **Exhibit C: Previous Participation Certification Explanation**

In 2017, the Arlington Partnership for Affordable Housing, Inc. (APAH) received IRS Form 8823 related to the Columbia Grove apartments. In 2016, APAH began demolition of a surface parking lot at the Columbia Grove site as part of construction of the Columbia Hills East and Columbia Hills West developments, triggering a non-compliance event that was pre-approved by VHDA, and will remain uncorrected for the life of the compliance period.

APAH has also received other IRS Form 8823s over the prior ten years as a result of minor non-compliance at other projects, all of which have been corrected.

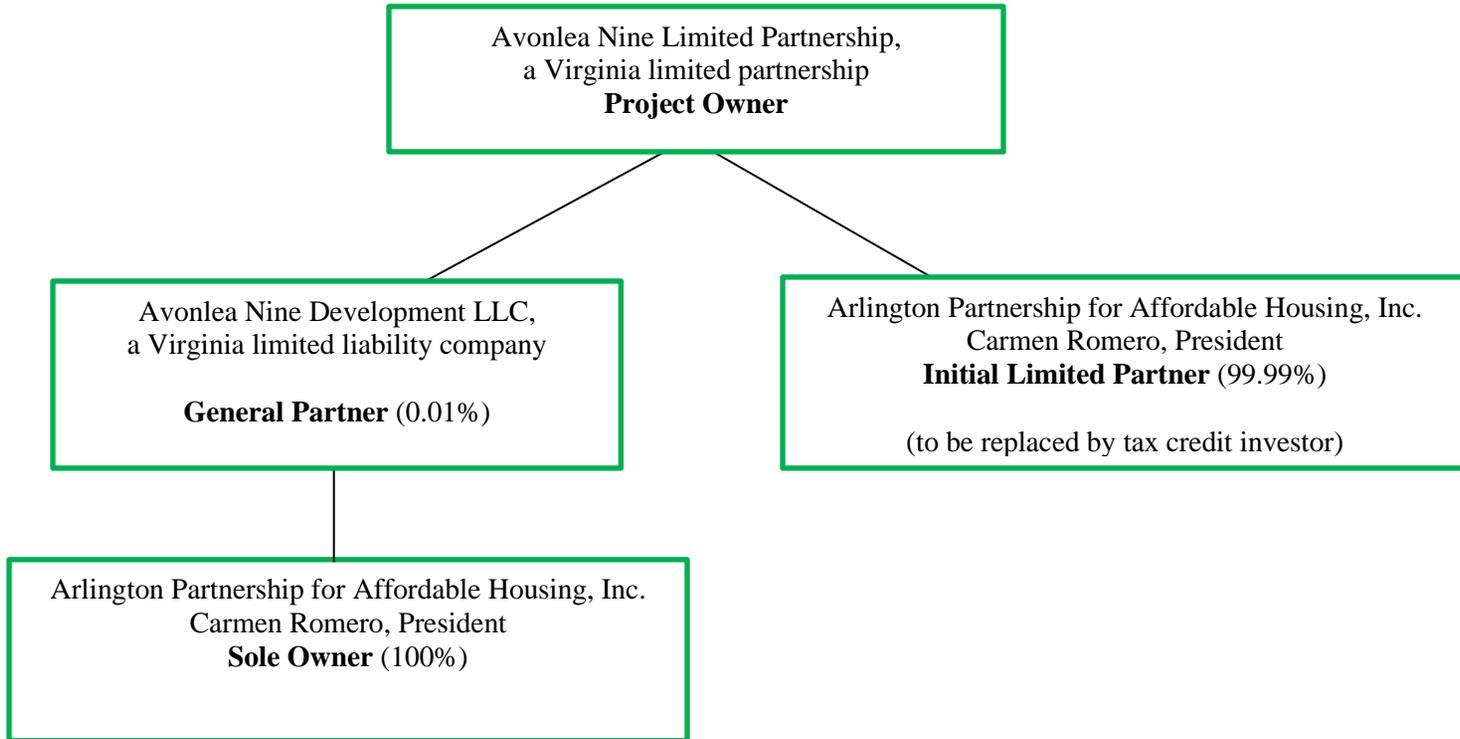
Post West Nine and Post East Four achieved substantial completion on July 11, 2022. Although the final cost certifications have been submitted to Virginia Housing, the 8609 application is still outstanding. The 8609 applications are due in March 2023.

Mount Sterling Senior 9% and Mount Sterling Senior 4% achieved substantial completion on August 29, 2022. Although the final cost certifications have been submitted to Virginia Housing, the 8609 application is still outstanding. The 8609 applications are due in March 2023.

The first buildings of the Snowden's Ridge Apartments in Maryland achieved substantial completion on 3/19/2021. The 8609's are expected to be completed in April 2023.

**Name of Development:** Avonlea Nine  
**Owner:** Avonlea Nine Limited Partnership

**ORGANIZATIONAL CHART**



# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# List of LIHTC Developments (Schedule A)



Development Name: Avonlea Nine

Name of Applicant: Avonlea Nine Limited Partnership

**INSTRUCTIONS:**

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

Principal's Name: Avonlea Nine Limited Partnership Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N  
Y or N

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

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

1st PAGE  
TOTAL:

0 0

#DIV/0!

LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Avonlea Nine  
 Name of Applicant: Avonlea Nine Limited Partnership

**INSTRUCTIONS:**

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

Avonlea Nine Development LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 Principal's Name: Y or N

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

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

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

## List of LIHTC Developments (Schedule A)



Development Name: Avonlea Nine  
 Name of Applicant: Avonlea Nine Limited Partnership

**INSTRUCTIONS:**

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

Arlington Partnership for Affordable Housing, Inc. Controlling GP (CGP) or 'Named' Managing Member of Y  
 Principal's Name: Proposed property?\* Y or N

#	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member of 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	Courthouse Crossings, 1220, 1230 & 1233 N. Scott St.; 1240 & 1250 N. Rolfe St. Arlington, VA 22209	Courthouse Crossings Limited Partnership, (703) 276-7444	Y	112	112	6/1/2006	4/14/2008	N
2	Fisher House, 1201 & 1211 N. Kennebec St.; 5701 N. 11th Rd.; and 1111 N. Kenilworth St. Arlington, VA 22205	Fisher House Limited Partnership, (703) 276-7444	Y	33	33	9/14/2007	6/19/2008	N
3	Parc Rosslyn, 1531 N. Pierce St. Arlington, VA 22209	Rosslyn Ridge Associates Limited Partnership, (703) 276-7444	N	238	96	9/30/2008	5/20/2009	N
4	Columbia Grove Apartments, 1001, 1003, 1011, 1012, 1014, 1015, 1017, 1018, 1020, 1024, 1026, 1030, 1034, and 1038 S. Frederick St. Arlington, VA 22204	Columbia Grove Apartments Limited Partnership, (703) 276-7444	Y	208	130	1/10/2009	7/13/2012	Y
5	Buchanan Gardens, 914 South Buchanan St. Arlington, VA 22204	Buchanan Gardens Limited Partnership, (703) 276-7444	Y	111	111	10/31/2011	8/8/2013	N
6	Arlington Mill Residences, 901 South Dinwiddie St., Arlington, VA 22204	Arlington Mill Limited Partnership, (703) 276-7444	Y	122	121	1/31/2014	10/15/2014	N
7	The Springs Apartments, 555 North Thomas St., Arlington, VA 22203	The Springs Apartments Limited Partnership, (703) 276-7444	Y	104	98	9/29/2016	5/3/2017	N
8	Columbia Hills East Apartments, 1000 S. Frederick St. Arlington, VA 22204	Columbia Hills East Limited Partnership, (703) 276-7444	Y	97	97	9/28/2018	3/24/2020	N
9	Columbia Hills West Apartments, 1002 S. Frederick St. Arlington, VA 22204	Columbia Hills West Limited Partnership, (703) 276-7444	Y	132	132	9/28/2018	3/24/2020	N
10	Gilliam Place East, 918 S. Lincoln Street Arlington, VA 22204	Gilliam Place East Limited Partnership, (703) 276-7444	Y	83	83	8/5/2019	9/10/2020	N
11	Gilliam Place West, 3507 Columbia Pike Arlington, VA 22204	Gilliam Place West Limited Partnership, (703) 276-7444	Y	90	90	8/2/2019	9/10/2020	N
12	Fisher House II: 5705, 5711, 5717 Washington Blvd.; 1111 and 1209 N. Kensington St., 5700 and 5708 11th St. N	APAH Westover Apartments Limited Partnership, (703) 276-7444	Y	68	68	5700 11th St. N - 9/28/2018 5708 11th St. N - 10/19/2018 1209 N Kensington - 12/27/2018 1111 N. Kensington - 3/1/2019 5716 11th Rd. N - 3/14/2019	7/20/2020	N
13	Queens South Nine, 1801-1805 N Quinn Street, Arlington VA 22209	Queens South Nine Limited Partnership, (703) 276-7444	Y	90	90	3/30/2021	8/4/2022	N
14	Queens North Four, 1801-1805 N Quinn Street, Arlington VA 22209	Queens North Four Limited Partnership, (703) 276-7444	Y	159	156	3/30/2021	8/4/2022	N

Schedule A continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Post West Nine, 3445 Washington Boulevard, Arlington VA 22201	Post West Nine Limited Partnership, (703) 276-7444	Y	80	80	7/28/2022	TBD	N
47	Post East Four, 3445 Washington Boulevard, Arlington VA 22201	Post East Four Limited Partnership, (703) 276-7444	Y	80	80	7/28/2022	TBD	N
48	Mt. Sterling Senior 9% B, 21394 Mount Sterling Terrace Sterling, VA 20164	Mt. Sterling Senior 9% Owner LLC, (703) 276-7444	Y	48	48	8/29/2022	TBD	N
49	Mt. Sterling Senior 4%, 21394 Mount Sterling Terrace Sterling, VA 20164	Mt. Sterling Senior 4% Owner LLC, (703) 276-7444	Y	50	50	8/29/2022	TBD	N
50	Snowden's Ridge Apartments: 2000-2010, 2014-2026, 2030-2042, 2046-2058, 2062-2074, 2100-2114, 2118-2128, 2132-2142, 2146-2156, 2119-2129, 2101-2115, 2015-2027, and 2001-2011 2105 Harlequin Terrace, Silver Spring, MD 20904	APAH Snowden Limited Partnership, (703) 276-7444	Y	87	87	3/19/2021	TBD	N
51	Oakwood South Nine 5815 S Van Dorn Street, Alexandria, VA 22310	Oakwood South Nine Limited Partnership, (703) 276-7444	Y	71	71	TBD	TBD	N
52	Oakwood North Four 5815 S Van Dorn Street, Alexandria, VA 22310	Oakwood North Four Limited Partnership, (703) 276-7444	Y	79	79	TBD	TBD	N
53	Ballston Station 4201 Fairfax Drive, Arlington, VA 22203	Ballston Limited Partnership, (703) 276-7444	Y	144	144	TBD	TBD	N
54	Braddock Nine 10055 Braddock Road, Fairfax, V2 22032	Braddock Nine Limited Partnership, (703) 276-7444	Y	36	36	TBD	TBD	N
55	Braddock Four 10055 Braddock Road, Fairfax, V2 22032	Braddock Four Limited Partnership, (703) 276-7444	Y	44	44	TBD	TBD	N
56	Ama + Marbella 2300 25th St South, Arlington, VA 22206; 1301 N Queen St, Arlington, VA 22203	Ama Marbella Limited Partnership, (703) 276-7444	Y	101	101	TBD	TBD	N
57								
58								
59								
60								
61								
62								
63								
64								
65								
66								
67								
68								
69								
70								
71								
72								
73								
74								
75								
76								
77								
78								
79								
80								
81								
82								
83								
84								
85								
86								
87								
88								
89								
90								
91								
92								
93								
94								
95								
96								
97								
98								
99								
100								

2nd PAGE TOTAL: 820 820

GRAND TOTAL: 2,467 2,237

LIHTC as % of 91% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Avonlea Nine

Name of Applicant: Avonlea Nine Limited Partnership

**INSTRUCTIONS:**

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

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

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

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

1st PAGE  
TOTAL:

0 0

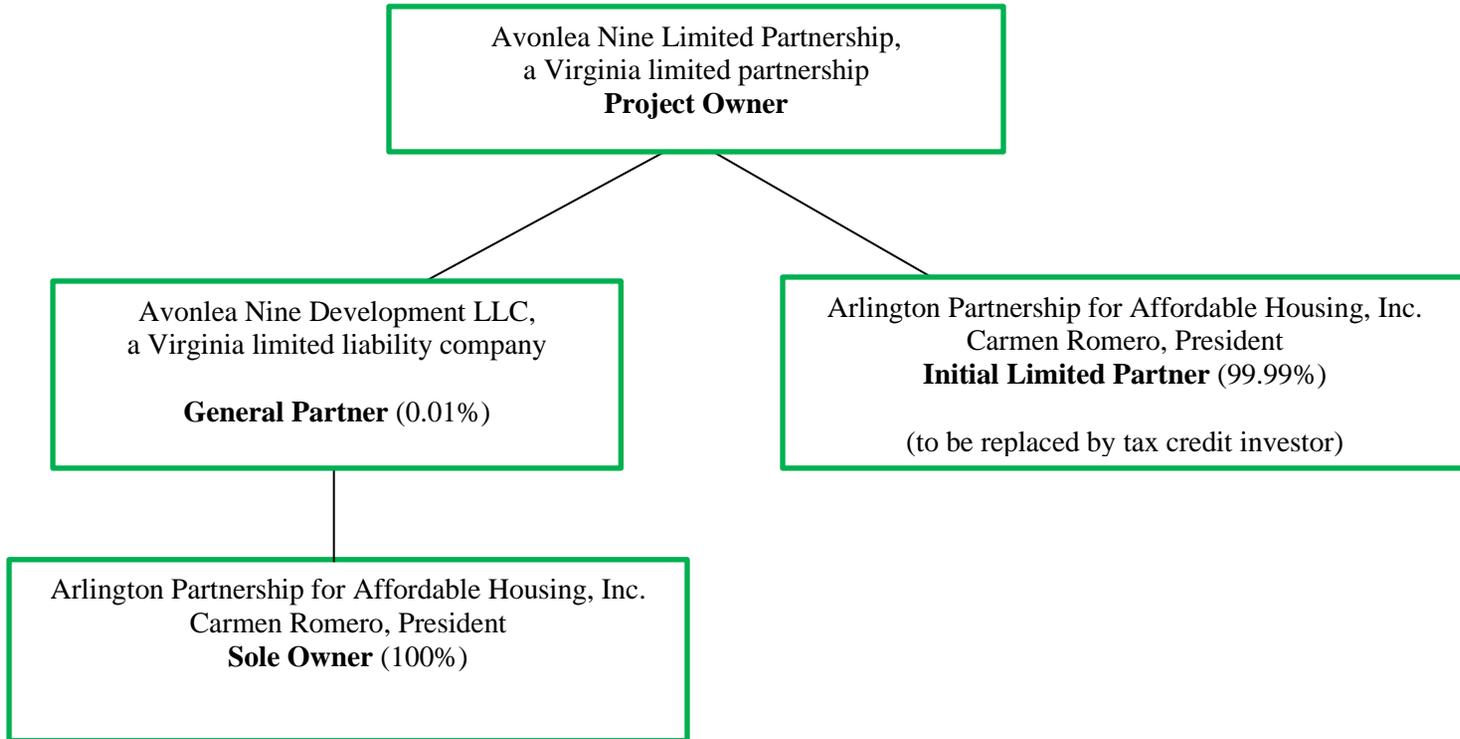
#DIV/0!

LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

**Name of Development:** Avonlea Nine  
**Owner:** Avonlea Nine Limited Partnership

**ORGANIZATIONAL CHART**



# Carmen Romero

President and CEO



## Current Responsibilities

Carmen Romero became President and CEO at APAH in July 2021.

Ms. Romero joined APAH in 2011 and has spent the last decade overseeing the real estate team contributing to the creation or preservation of over 1,000 new affordable housing units in the DC region with additional developments underway today in Arlington, Fairfax, Loudoun, and Montgomery counties.

Under Ms. Romero's leadership, APAH's Real Estate Development team has delivered several innovative, award-winning affordable housing properties, including Queens Court, Gilliam Place, Columbia Hills, and The Springs.

In addition, she oversaw APAH's projects under active construction in Arlington. This includes Lucille & Bruce Terwilliger Place, a 160-unit affordable property born out of an innovative partnership with the American Legion Post 139, and a joint venture with E&G Group to develop 98 units of affordable senior housing in Loudoun County (Loudoun View Senior Residences).

## Prior Experience

Prior to joining APAH in 2011, Ms. Romero was a Director of Real Estate Development and public-private partnerships at Clark Construction. She began her career at Marriott International.



## Education

*MBA in Finance, Wharton School of Business  
BS in Foreign Service, Georgetown University*

## Affiliations

*Board of Directors, Housing Partnership Network*

*Board of Directors, Columbia Pike Partnership*

*Board of Directors, Tysons Partnership*

*Enterprise Community Leadership Council*

*Past Housing Chair, Virginia Latino Advisory Board*



**Arlington Partnership  
For Affordable Housing**

# **Tab E:**

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

**PURCHASE AGREEMENT**  
**(Avonlea Phase I – 9% Project)**

**THIS PURCHASE AGREEMENT** (this “Agreement”) is made as of March 7, 2023 (the “Effective Date”) by and between **APAH AVONLEA PHASE 1 LLC**, a Virginia limited liability company (“Seller”), and **AVONLEA NINE LIMITED PARTNERSHIP**, a Virginia limited partnership (“Purchaser”).

**WHEREAS**, Seller owns approximately 4.64 acres of land located in Loudoun County, Virginia, depicted as “Land Unit 1” on Exhibit A attached hereto (the “Seller Property”).

**WHEREAS**, Seller intends to subject the Seller Property to a land condominium regime consisting of two land units, one consisting of approximately 34,609 square feet and one consisting of approximately 167,395 square feet (the latter being the “9% Land Unit”).

**WHEREAS**, Purchaser intends to construct on the 9% Land Unit (the “Land” or the “Real Estate”) an affordable housing community consisting of approximately 65 units (the “Improvements”).

**WHEREAS**, Seller desires to sell and Purchaser desires to purchase the Property (defined below) on the terms and conditions hereinafter stated.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Description of the Property. The property that is the subject of this Agreement is as follows:

(a) The Real Estate;

(b) All rights, privileges, and easements appurtenant to the Real Estate, including without limitation, all water rights, rights of way, roadways, utility facilities and other appurtenances used or to be used in connection with the beneficial use of the Real Estate; and

(c) All of Seller's rights in any studies, surveys, reports, government approvals, permits, licenses, engineering plans, site plans, architectural plans, environmental studies, soils reports, books and records, and similar approvals, plans and reports relating to the Property, to the extent assignable by Seller.

All of the property described in (a), (b), and (c) above is hereinafter collectively referred to as the "Property".

2. Agreement to Sell and Purchase. Seller agrees to sell and convey and Purchaser agrees to purchase the Property on the terms and conditions herein provided.

3. Purchase Price and Terms. Purchaser shall pay to Seller as the purchase price for the Property (the "Purchase Price") Two Million Eight Hundred Forty Seven Thousand Thirty Seven and 00/100 Dollars (\$2,847,037).

4. Title to the Property; Environmental Assessment.

(a) At the closing of the transaction contemplated hereunder (the "Closing"), Seller shall convey good and marketable fee simple title to the Property, insurable as such in an amount equal to the Purchase Price by such title company as Purchaser may choose, at regular rates, on a form of owner's policy satisfactory to Purchaser, free and clear of any and all liens and encumbrances except for (i) any lien of real estate taxes not yet due and payable, and (ii) exceptions (other than liens securing the payment of money) set forth in Purchaser's title insurance

commitment for the Property as to which Purchaser has not made any objection as provided hereinafter. The matters described in clauses (i) and (ii) above are hereinafter referred to as “Permitted Encumbrances.”

(b) Seller shall not cause or permit the status of title to, or the environmental condition of, the Property to be modified in any way subsequent to the Effective Date of this Agreement without the prior written consent of Purchaser.

5. Closing.

(a) Closing shall occur on a date chosen by Purchaser with at least thirty (30) days’ prior written notice to Seller; provided, however, that in no event shall the Closing occur after December 31, 2025.

(b) The parties shall cooperate with each other in good faith in order to conduct the Closing in escrow, whereby Purchaser and Seller shall deliver to the escrow agent chosen by Purchaser (the “Escrow Agent”), at or prior to the time for Closing, all funds and/or instruments required to be delivered by them respectively at the Closing, and shall take all such other actions as shall be required hereunder to be undertaken by them respectively at or prior to the time of Closing.

6. Conveyance; Adjustments.

(a) The following documents shall be executed and/or delivered by Seller to Purchaser and/or Escrow Agent at Closing:

(i) A deed in recordable form conveying fee simple title to the Property to Purchaser or its designees or assigns, free and clear of all liens, encumbrances or defects, and as otherwise described in Section 4(a) (excepting the Permitted Encumbrances) (the “Deed”);

(ii) A bill of sale conveying any and all personal property of Seller, if any, located on the Property, with an affidavit that all such personal property is being conveyed to Purchaser free and clear of all liens and encumbrances of any nature;

(iii) All plans and specifications, architectural drawings and renderings, site plans, record plats, subdivision plats, test borings, engineering studies, surveys, permits, approvals and other information within Seller's possession or control concerning the Property;

(iv) An assignment of all of Seller's contract rights associated with the Property;

(v) An affidavit prepared by the title company issuing the title policy to Purchaser for execution by Seller stating under the penalties of perjury that Seller is not a "foreign person" as that term is defined under Section 1445 of the Internal Revenue Code of 1986, as amended;

(vi) A settlement statement reflecting adjustments pursuant to Section 6(b) and (c) below;

(vii) A certification dated as of the Closing Date providing that all of Seller's representations and warranties set forth herein are true and correct in all material respects;

(viii) Such other certificates, agreements and other documents as may be reasonably requested by the title company insuring title to the Property, in order to permit it to issue a title policy reflecting that Purchaser holds good and marketable title to the Property, subject only to the Permitted Encumbrances; and

(ix) All other documents reasonably necessary or appropriate to effectuate the purposes of this Agreement.

(b) Purchaser shall bear the cost of all title insurance premiums, title examination and other title company charges, unless this Agreement is terminated because Seller is unable to deliver title to the Property as specified herein, in which event all title company charges will be paid by Seller. Purchaser shall pay the costs of recording any mortgages or deeds of trust on the Property, and Seller shall pay the cost of releasing any existing mortgages, deeds of trust, or other liens or encumbrances. Purchaser shall pay all transfer and recordation taxes and expenses. Purchaser and Seller shall each bear the fees of its respective counsel, advisors, and for any other representation provided to or contracted for by such party in connection with this Agreement.

(c) Pro rata adjustments on a per diem basis shall be made between Purchaser and Seller as of Closing Date with respect to the following items:

(i) Real estate taxes, ad valorem taxes, escrows, front foot benefit and any similar charges by governmental authorities or special taxing districts; and

(ii) All other charges typically prorated between buyers and sellers of commercial real estate in the jurisdiction where the Property is located.

(d) The risk of loss or damage to the Property by fire or other casualty shall remain on Seller until the Deed is delivered by Seller at Closing. Seller agrees to keep in place adequate public liability insurance until Closing. In the event any portion of the Property is condemned by any governmental authority under its power of eminent domain, or is the subject of any notice of condemnation (a "Condemnation Proceeding"), then, notwithstanding anything to the contrary contained herein, Purchaser may elect to terminate this Agreement, in which event the parties shall have no further liability to each other hereunder. In the event that a Condemnation Proceeding is filed and/or is pending against a portion of, but less than the entire Property (a "Partial Taking"), and such Partial Taking does not, in the reasonable opinion of

Purchaser, materially negatively impact Purchaser's ability to develop the Project, Purchaser may elect (but is not obligated) to proceed to Closing. In such event, the proceeds of the Partial Taking up to the amount of the Purchase Price shall be paid to the Seller and the Purchase Price shall be reduced by the greater of (i) the amount of such proceeds paid to Seller; or (ii) the percentage of the land area taken under the Partial Taking as compared to the total acreage of the Property multiplied by the Purchase Price. Any proceeds from the Partial Taking in excess of the Purchase Price shall be delivered to the Escrow Agent to be held in escrow and shall be paid to Purchaser at Closing or, in the event of a Purchaser Default hereunder, to Seller. Purchaser shall be provided notice by Seller of any Condemnation Proceedings (whether for the entire Property or for a portion of the Property), and Purchaser shall have the right, at its option and expense, to represent Seller in such proceedings. Seller agrees to cooperate with Purchaser to effectuate such Purchaser's rights, including providing notice to the condemning party. In the event of any Condemnation Proceeding, the Closing Date and any other deadlines and expiration dates set forth herein shall be extended by one (1) day for each day that any Condemnation Proceeding is pending.

7. Default.

(a) If Purchaser defaults under this Agreement (subject to any applicable cure period), including, without limitation, Purchaser's failure to make payment at Closing (a "Purchaser Default"), Seller's sole remedy shall be the collection from Purchaser of Ten Thousand Dollars (\$10,000) as full and complete liquidated damages, and neither Purchaser nor Seller shall have any further obligation or liability hereunder. The parties agree that Seller's collection of such liquidated damages shall constitute fair consideration for Seller's loss of the sale of the Property and for having removed the Property from the market during the term of this Agreement. Seller shall

also be entitled to any attorneys' fees and costs reasonably incurred in obtaining payment of the liquidated damages. Without limiting the foregoing, in the event of a Purchaser Default, Seller shall have no right to seek any equitable remedy, including, without limitation, specific performance of this Agreement.

(b) If Seller defaults under this Agreement (subject to any applicable cure period as provided herein) including, without limitation, the breach of any representation, warranty or covenant herein (a "Seller Default"), Purchaser shall be entitled (i) to pursue specific performance, or (ii) to terminate this Agreement, whereupon Seller shall reimburse Purchaser for the costs of all property studies and other expenses incurred by Purchaser (the "Expenses Reimbursement"), which expenses reimbursement shall not exceed \$25,000. Notwithstanding the foregoing, Purchaser shall not have waived its right to, and shall be entitled to exercise any rights and remedies available to Purchaser at law or in equity. Purchaser shall also be entitled to any attorneys' fees and costs reasonably incurred in enforcing its rights under this Agreement.

8. Purchaser's Conditions Precedent to Closing.

(a) The following conditions shall exist at the time of Closing hereunder, and the obligation of Purchaser to purchase the Property pursuant to the terms of this Agreement shall be conditioned upon and subject to the satisfaction (or waiver in writing by Purchaser) of each such condition:

(i) The status of title to the Property shall be as required by this Agreement.

(ii) No part of the Property shall have been acquired, or shall be about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof, no portion of the Property shall have been

damaged, and no zoning or similar land use proceeding shall have been instituted, where such acquisition, damage or proceeding would have a material adverse affect on Purchaser's intended development and construction of the Project.

(iii) Seller shall not be in material breach of its representations and warranties as set forth herein and Seller shall have performed and complied in all material respects with all of the covenants and conditions required by this Agreement to be performed or complied with at or prior to Closing.

(iv) Seller shall deliver possession of the Property to Purchaser at Closing, free of all leases, tenancies and occupants.

(v) All written notices of violations of governmental orders or requirements noted or issued by any public authority having jurisdiction, and any action in any court against or affecting the Property, shall have been complied with by Seller, and the Property shall be free and clear thereof.

(vi) The Property abuts and has an unrestricted right of access to a public road, and storm sewer, sanitary sewer, water, gas, electric, telephone and cable television shall be available to the boundaries of the Property in sufficient quantities to serve Purchaser's intended development of the Property and at a cost reasonably acceptable to Purchaser.

(b) If any of the foregoing conditions are not fully satisfied as of the Closing Date, Purchaser shall have the option: (i) to waive such condition precedent and proceed to Closing, or (ii) to terminate this Agreement, and the parties shall be relieved of all further obligation and/or liability hereunder. In the event the failure to fully satisfy any of the foregoing conditions also constitutes a Seller Default, then Purchaser shall also have all rights triggered by a Seller Default as described herein.

9. Seller's Conditions Precedent to Closing.

(a) The following conditions shall exist at the time of Closing hereunder, and the obligation of Seller to sell the Property pursuant to the terms of this Agreement shall be conditioned upon and subject to the satisfaction (or waiver in writing by Seller) of each such condition:

(i) Purchaser shall not be in material breach of its representations and warranties as set forth herein and Purchaser shall have performed and complied in all material respects with all of the covenants and conditions required by this Agreement to be performed or complied with at or prior to Closing.

(ii) Purchaser has delivered the Purchase Price to the Escrow Agent.

(b) If any of the foregoing conditions are not fully satisfied as of the Closing Date, Seller shall have the option: (i) to waive such condition precedent and proceed to Closing, or (ii) to terminate this Agreement, and the parties shall be relieved of all further obligation and/or liability hereunder. In the event the failure to fully satisfy any of the foregoing conditions also constitutes a Purchaser Default, then Seller shall also have all rights triggered by a Purchaser Default as described herein.

10. Representations; Warranties; Covenants.

(a) Seller hereby warrants, represents and/or covenants, as applicable, to Purchaser as of the date hereof and as of the Closing Date:

(i) Seller at Closing will hold good, marketable indefeasible fee simple title to the Property, subject only to the Permitted Encumbrances.

(ii) Seller is a limited liability company, validly existing in good standing under the laws of the Commonwealth of Virginia, and Seller has the right, power and

authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions of this Agreement; at Closing, no other party will have any ownership or other interest in the Property or rights to consent to the terms of this Agreement.

(iii) Neither Seller nor any related entity has, nor will while this Agreement is in effect, (A) enter into any other option or contract of sale or execute any deeds, leases, declarations, preferences, conditions, restrictions, zoning proffers, covenants, easements, or rights-of-way materially adversely affecting the Property or (B) otherwise convey or encumber, or permit any lien or encumbrance upon (other than the Permitted Encumbrances) the Property or any interest therein without the prior written consent of Purchaser.

(iv) There is no litigation or proceeding of any type pending, or to the knowledge of Seller, threatened against or relating to the Property or to Seller's ability to sell the Property at law or in equity before any federal, state, municipal or local government authority, department, commission, board, bureau, agency, or instrumentality thereof. To Seller's knowledge, Seller has complied with all laws, ordinances, regulations and orders applicable to the Property. Seller has not received any notice that Seller is in violation of any building, zoning, health or other ordinances, resolutions, statutes or regulations of any government, government agencies, or insurance underwriter, with respect to the use, occupation, maintenance, condition or operation of the Property which has not been cured.

(v) Seller is not a "foreign person" under Section 1445 of the Internal Revenue Code of 1986, as amended and will make an affidavit of this fact at time of Closing.

(vi) At Closing, all notices of violations of governmental orders or requirements noted or issued by any public authority having jurisdiction, and any action in any

court against or affecting the Property, shall have been complied with by Seller and the Property shall be free and clear thereof.

(vii) No petition in bankruptcy (voluntary or involuntary) or for the appointment of a receiver or trustee has been filed by or against Seller, or is contemplated by Seller.

(viii) Seller has no knowledge of any actual, pending, or threatened designation of any portion of the Property as a historic landmark or archeological district, site or structure; Seller has no knowledge of any graveyard lying within the Property.

(ix) This Agreement has been duly authorized, executed and delivered by Seller, and constitutes the legal, valid and binding obligations of Seller, and all other documents executed by Seller which are to be delivered to Purchaser at Closing are, or at the time of Closing, will be duly authorized, executed, and delivered by Seller, and constitute the legal, valid, and binding obligations of Seller.

(x) The execution and performance of this Agreement will not violate any law, rule, regulation, court order, contract, agreement, commitment or obligation by which either the Property or Seller is a party or is bound.

(xi) No assessments by any governmental agency or authority are pending, noted or levied against all or any portion of the Property that remain unpaid, except for real property taxes not yet due and payable.

(xii) All bills for mechanics' liens, tax liens, chattel liens or for services performed or materials or labor provided in connection with work or improvements affecting the Property have been or will be paid in the ordinary course of business, and in all events prior to Closing. Seller shall certify the same to the title insurance company insuring Purchaser's

title to the Property, if required. In the event any claim is made by any party for payment of sums due for the furnishing of labor and/or materials for the Property for the benefit of Seller prior to or subsequent to the Effective Date of this Agreement, but prior to Closing, such sums shall be paid by Seller on or before the Closing Date. In the event any lien is filed against the Property subsequent to the Closing Date as a result of the furnishing of such labor and/or materials for the benefit of Seller, Seller shall expeditiously pay said claim or discharge said lien or obtain a full and complete release thereof, or provide a sufficient surety bond or other security to protect Purchaser while any such claim is being defended or challenged by Seller.

(xiii) The Property is vacant and there are no leases, tenancies or occupancy agreements affecting all or any portion of the Property, and no party other than Seller has any right or claim to possession of all or any portion of the Property.

(xiv) At Closing, there will be no management, service, maintenance, employment or other contracts binding on or affecting the Property.

(xv) Seller is not in default under any mortgage or deed of trust encumbering the Property.

No representation, warranty or covenant by Seller in this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements therein not misleading. The representations and warranties made herein shall be true and correct at the time of Closing, and all exhibits attached hereto are fully accurate, true and complete to the best of Seller's knowledge and belief. If Seller obtains knowledge that any of its representations and warranties set forth in this Section are untrue or become untrue or incorrect in any respect, Seller shall promptly notify Purchaser in writing of the same and Seller shall take all actions required to cure the same.

(b) Purchaser hereby warrants and represents to Seller as follows:

(i) Purchaser is a limited partnership duly organized and validly existing in good standing under the laws of the Commonwealth of Virginia and has the right, power and authority to enter into this Agreement and to purchase the Property in accordance with the terms and conditions hereof; no other party has rights to consent to the terms of this Agreement.

(ii) This Agreement has been duly authorized, executed and delivered by Purchaser, and constitutes the legal, valid and binding obligations of Purchaser, and all other documents executed by Purchaser which are to be delivered to Seller at Closing are, or at the time of Closing, will be duly authorized, executed, and delivered by Purchaser, and constitute the legal, valid, and binding obligations of Purchaser.

(iii) There is no litigation or proceeding of any type pending, or to the knowledge of Purchaser, threatened against or relating to the Property or to Purchaser's ability to purchase the Property.

(iv) No petition in bankruptcy (voluntary or involuntary) or for the appointment of a receiver or trustee has been filed by or against Purchaser, or is contemplated by Purchaser.

(v) The execution and performance of this Agreement will not violate any law, rule, regulation, court order, contract, agreement, commitment or obligation by which Purchaser is bound.

11. Government Applications. Purchaser shall have the right to make application to, and make such agreements with, federal, state, local and private agencies as are necessary to obtain such approvals, permits, financing, subdivisions, zoning changes, and other assistance as may be necessary to develop, own and operate the Property. Seller shall cooperate

with Purchaser in Purchaser's efforts to obtain all governmental approvals for Purchaser's development of the Property, including, without limitation, zoning approvals and debt and equity financing commitments, and, in that regard, Seller shall execute, from time to time, in each case within seven (7) business days after receipt from Purchaser, all applications, plats, filings and other documents related to the project approvals for which Seller's signature is required, at no cost or expense to Seller, except for any attorneys' fees which Seller may incur for Seller's counsel's review of such documents.

12. Brokerage. Purchaser and Seller each represent and warrant to the other that no agent, broker or finder has acted for it in connection with this Agreement and the sale of the Property. Each party (a "Brokerage Indemnitor") agrees to defend, protect, hold harmless and indemnify the other party (a "Brokerage Indemnitee") from and against any and all claims, liabilities, demands, suits, damages, causes of action, judgments, verdicts, liens, costs and expenses (including reasonable attorneys' fees) and all other losses arising from any claim against a Brokerage Indemnitee by any broker, agent, salesperson or other representative for any fees or commissions arising by reason of any action on the part of a Brokerage Indemnitor.

13. Notice and Cure. In the event either party fails to perform any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of such default. The defaulting party shall have five (5) business days after receipt of such notice to cure such default if the default involves the payment of money, and twenty (20) business days to cure any other default before the non-defaulting party may enforce any of its rights hereunder. If the cure for a non-monetary default reasonably takes more than twenty (20) days, and good faith efforts are being applied by the defaulting party to cure the default, the time to cure such



and receive notice on behalf of Seller and Purchaser, respectively, and such notice shall be binding on the recipient as if such notice has been provided directly by and to Seller and Purchaser, as the case may be. Each party shall have the right to designate a new address by notifying the other party in writing.

17. Assignment. This Agreement may be assigned by Purchaser without Seller's prior written consent.

18. Confidentiality. Any information provided (whether oral or written) by any party to the other shall be treated as confidential by the other and shall not be disclosed by such party, its agents, representatives, employees, legal or financial advisors, in any manner other than to lenders, partners, consultants etc., whose work, advice or consents or approvals would be necessary to carry out the contemplated transaction, or whose financial interests would be affected by the transaction. Notwithstanding the foregoing, the party receiving the same may disclose the same to its employees involved in the due diligence and/or negotiation of the transaction, as well as its financial and legal advisors, who shall be bound by the terms of this Section as if they had signed a copy of this Agreement. It is further understood and agreed that it is necessary that this transaction (and all of the terms of this Agreement, and of any other agreements to be entered into relating to this Agreement, as well as the negotiations related hereto and thereto) be kept confidential, and that no publicity or information relating to the same be issued or leaked to the press or any other parties whatsoever until all parties agree as to exactly what is going to be stated and when, or unless otherwise required to be disclosed by law or regulation. The provisions of this Section shall survive the termination of the Agreement.

19. Miscellaneous Provisions.

(a) This Agreement contains the entire agreement between the parties hereto and is intended to be an integration of all prior or contemporaneous agreements, conditions or undertakings between the parties hereto; there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between and among the parties hereto other than as herein set forth. No change or modification of this Agreement shall be valid unless the same is in writing and signed by Seller and Purchaser.

(b) Wherever herein reference is made to “days”, the same shall mean “calendar days”. Wherever in this Agreement a time period shall end on a day, which is a Saturday, Sunday, or legal holiday, said time period shall automatically extend to the next date which is not a Saturday, Sunday, or legal holiday.

(c) This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective estates, legal representatives, successors and assigns.

(d) This Agreement shall not be recorded in any manner or form by Seller or Purchaser.

(e) This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia (without regard to principles of conflicts of law).

(f) The parties acknowledge that this Agreement is the result of substantial negotiation between the parties. The parties further acknowledge and agree that each party and its legal counsel have reviewed, revised, and contributed to this Agreement, such that the

normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this Agreement.

(g) This Agreement and any amendments thereto may be signed in various counterparts, which together shall constitute one and the same instrument. To facilitate execution of this Agreement and any amendments thereto, the parties may execute and exchange by electronic transmissions copies of this Agreement and any amendments thereto, and all such copies shall be deemed to be originals.

*Signature Page Follows*

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned parties have duly executed this Purchase Agreement under seal on the dates indicated below their respective signatures.

**PURCHASER:**

AVONLEA NINE LIMITED PARTNERSHIP,  
a Virginia limited partnership

By: AVONLEA NINE DEVELOPMENT LLC,  
a Virginia limited liability company, its general partner

By:   
Carmen Romero  
President

**SELLER:**

APAH AVONLEA PHASE 1 LLC, a Virginia  
limited liability company

By: ARLINGTON PARTNERSHIP FOR  
AFFORDABLE HOUSING, INC., a  
Virginia nonstock corporation, its sole  
member

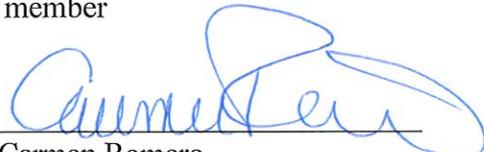
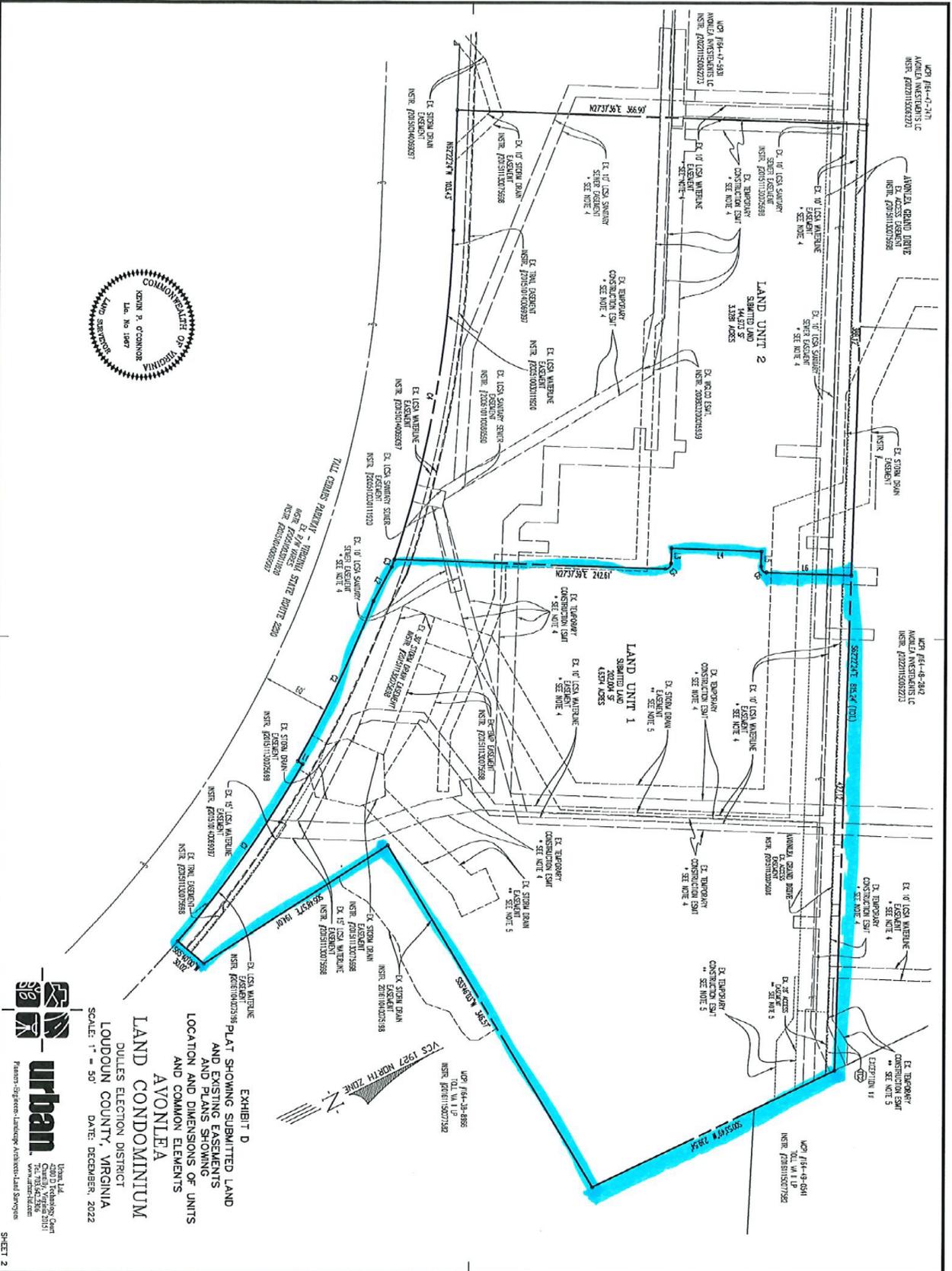
By:   
Carmen Romero  
President

EXHIBIT A  
SELLER PROPERTY

[Attached]



**urban**  
 LAND INSTITUTE  
 1801 L STREET, N.W.  
 WASHINGTON, D.C. 20036  
 Phone: 202-462-6000  
 Fax: 202-462-6001  
 www.urbanlandinstitute.org

**EXHIBIT D**  
**PLAT SHOWING SUBMITTED LAND**  
**AND EXISTING EASEMENTS**  
**AND PLANS SHOWING**  
**LOCATION AND DIMENSIONS OF UNITS**  
**AND COMMON ELEMENTS**  
**AVONLEA**  
**LAND CONDOMINIUM**  
 DULLES ELECTON DISTRICT  
 LOUDOUN COUNTY, VIRGINIA  
 SCALE: 1" = 50'  
 DATE: DECEMBER, 2022

### 2023 Values

---

Fair Market Land	\$3,900,000
Fair Market Building	\$0
Prorated Bldg	\$0
Effective Date	
Fair Market Total	\$3,900,000
Land Use Value	\$0
Total Taxable Value	\$3,900,000
*Deferred Land Use Value	\$0
Tax Exempt Code	TAXABLE
Tax Exempt Land	\$0
Tax Exempt Building	\$0
Tax Exempt Total	\$0
Revitalized Real Estate	
Solar Exemption	

### Note

---

FM (Fair Market) = All land/buildings if 100% complete as of January 1.  
Prorated value = The building value added as of the effective date for any new construction.  
Taxable value = For details select Tax History / Payment.

# **Tab F:**

RESNET Rater Certification (MANDATORY)

## R. RESNET Rater Certification

### RESNET Rater Certification of Development Plans

Deal Name \_\_\_\_\_

Deal Address \_\_\_\_\_

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

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

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

\_\_\_\_\_ **New Construction** – EnergyStar Certification

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

\_\_\_\_\_ **Rehabilitation** – 30% performance increase over existing, based on HERS Index;

**Or Must evidence a HERS Index of 80 or better**

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

\_\_\_\_\_ **Adaptive Reuse** – Must evidence a HERS Index of 95 or better.

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

#### Additional Optional Certifications

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

\_\_\_\_\_ **Earthcraft Certification** – The development's design meets the criteria to obtain Viridian's EarthCraft Multifamily program Gold certification or higher.

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



## Avonlea 2023 LIHTC Pre-Review Comments

### Project Address

24790 Pinebrook Road  
Chantilla, VA 20151

### Project Summary

Avonlea is a new construction low-rise multifamily development, comprised of 130 units located in Chantilly, VA. APAH plans to construct the project utilizing 9% LIHTC. As part of their funding application the project is seeking certification under the ENERGY STAR Multifamily New Construction Program V1 (ESMFNC). This level of certification requires the project to have a maximum HERS index in compliance with the ESMFNC floating target HERS score and completion of all ENERGY STAR required checklists. The project is also pursuing Gold level certification under Earthcraft Multifamily New Construction V6.5. This level of certification requires at least 150 points in the Earthcraft workbook. Zachary Schooley of Grimm + Parker is the primary architect contact for the project.

### Unit-Level Energy Modeling

Unit-level models were generated using Ekotrope v4.0.2 based on the proposed scope and plans provided by the project team dated December 15<sup>th</sup>, 2022. With the current scope of work, the worst case units in the development are obtaining a projected HERS index of 58 and is meeting Energy Star requirements. The following outlines the scope as it is currently modeled.

#### Enclosure:

- R-10 Grade I slab insulation
- R-21 Grade II cavity insulation in exterior above grade walls and rim & band, plus R-3 continuous exterior insulation
- R-13 Grade II cavity insulation in party walls and adiabatic ceilings/floors
- R-50 Grade I attic insulation
- 0.21 U-Value for opaque doors
- 0.23 U-Value/0.23 SHGC windows & glass doors

#### Mechanicals:

- SEER 18.4, HSPF 10.4, 18k air source heat pump, programmable thermostat
- 0.92 UEF storage electric water heaters, 40 gallon
- 5 ACH<sub>50</sub> for infiltration threshold/blower door test
- 4% duct leakage to the outside, 8% total duct leakage
- Ducts within conditioned space and insulated to R-6, ducts in unconditioned attic insulated to R-8
- Trane DOAS providing fresh air, 6500 total CFM, 3.62 BHP

Avonlea  
February 1<sup>st</sup>, 2023



Lights & Appliances:

- ES rated kitchen appliances
  - 645 kWh/yr refrigerator
  - 270 kWh/yr dishwasher
  - Energy Star washing machine
  - Dryer with moisture sensor
- Advanced lighting 100% LED

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

Sincerely,

A handwritten signature in black ink that reads "Katy Maher".

Katy Maher  
*Project Manager, Viridiant*



viridiant

Project Name: Avonlea  
Construction Type: New Construction  
Energy Efficiency Path: Energy Star

Unit Type	Quantity	HERS	ENERGY STAR v1.0 Req. HERS	ENERGY STAR v1.1 Req. HERS*
1BR Bottom/Mid	86	40	78	62
1BR Top	23	42	85	61
2A/2D Bottom/Mid	13	52	70	65
2A/2D Top	4	51	75	64
2B Bottom/Mid	3	51	74	71
2B Top	1	53	78	69
<b>Projected Project HERS - Weighted Avg</b>		<b>42</b>		

\*All projects with a PERMIT DATE of 4-1-23 or after will have to meet v1.1\*

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-01-12

Registry ID:

Ekotrope ID: L9IMyWJ3L

## HERS® Index Score:

# 40

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

# \$1,559

\*Relative to an average U.S. home

## Home:

24790 Pinebrook Road  
Chantilly, VA 20151

## Builder:

## 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:** Katy Maher

RESNET ID: 2430236

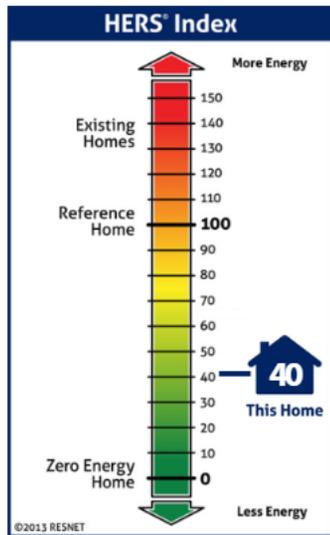
**Rating Company:** Viridian

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridian

1431 W. Main Street, Richmond, VA 23220

  
Katy Maher, Certified Energy Rater  
Digitally signed: 2/22/23 at 10:37 AM



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1433 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump - Electric - 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump - Electric - 10 SEER
Primary Water Heating:	Residential Water Heater - Electric - 0.92 UEF
House Tightness:	> ACH50
Ventilation:	45 CFM @ 24.9 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.54 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-25
Ceiling:	Adiabatic - R-11
Window Type:	U-Value: 0.23 SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	N/A

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-01-12

Registry ID:

Ekotrope ID: LK5Q1Ygv

## HERS® Index Score:

# 42

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

# \$1,483

\*Relative to an average U.S. home

## Home:

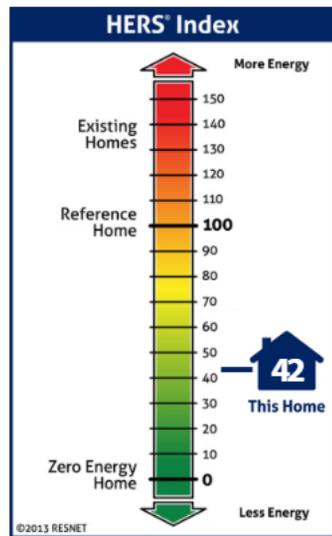
24790 Pinebrook Road  
Chantilly, VA 20151

## Builder:

**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:	743 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	45 CFM • 24.9 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.54 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-25
Ceiling:	Attic, R-50
Window Type:	U-Value: 0.23, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater

Digitally signed: 2/22/23 at 10:37 AM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-01-12

Registry ID:

Ekotrope ID: da8g07oL

## 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

# \$970

\*Relative to an average U.S. home

## Home:

24790 Pinebrook Road  
Chantilly, VA 20151

## Builder:

**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:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

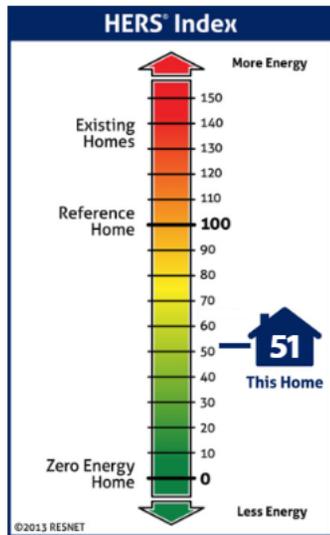
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 2/22/23 at 10:37 AM



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,140 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Furnace • Electric • 3.5 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 18.4 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	53 CFM • 29.4 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.35 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-25
Ceiling:	Attic, R-50
Window Type:	U-Value: 0.23, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-13



Ekotrope RATER - Version:4.0.2.3101

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: 2023-01-12

Registry ID:

Ekotrope ID: d1W8XQ12

## 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

# \$844

\*Relative to an average U.S. home

**Home:**  
24790 Pinebrook Road  
Chantilly, VA 20151

**Builder:**

**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:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

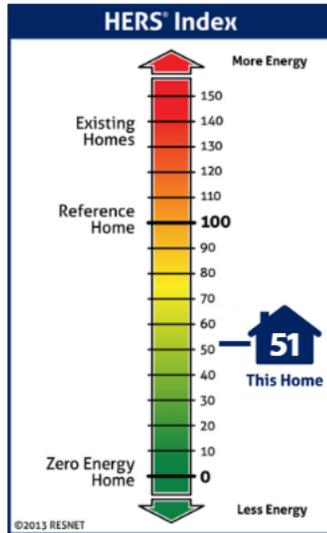
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 2/22/23 at 10:37 AM



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,088 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Furnace • Electric • 3.5 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 18.4 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	53 CFM • 29.4 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.37 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-25
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.23, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-13

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-01-12

Registry ID:

Ekotrope ID: L7aYk8av

## 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

# \$1,025

\*Relative to an average U.S. home

## Home:

24790 Pinebrook Road  
Chantilly, VA 20151

## Builder:

**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:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

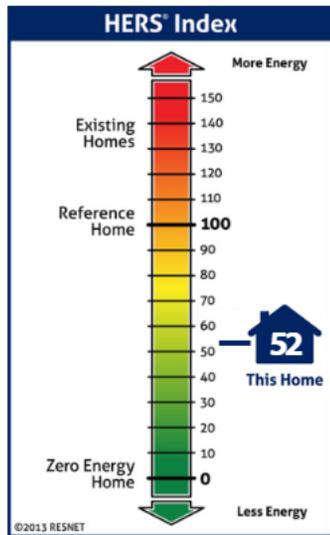
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 2/22/23 at 10:37 AM



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,259 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Furnace • Electric • 3.5 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 18.4 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	53 CFM • 29.4 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.32 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-25
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.23, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	N/A



Ekotrope RATER - Version:4.0.2.3101

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: 2023-01-12  
Registry ID:  
Ekotrope ID: dmaROGkd

## HERS® Index Score:

# 53

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

## Annual Savings

# \$847

\*Relative to an average U.S. home

**Home:**  
24790 Pinebrook Road  
Chantilly, VA 20151

**Builder:**

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

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

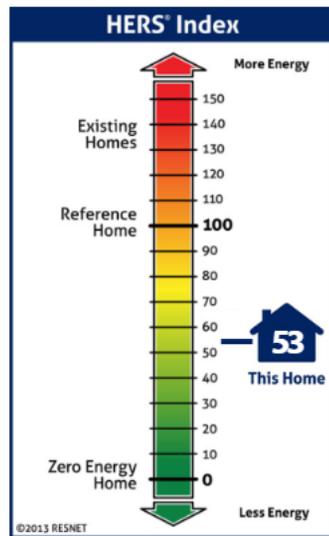
## Rating Completed by:

**Energy Rater:** Katy Maher  
RESNET ID: 2430236

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

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

  
Katy Maher, Certified Energy Rater  
Digitally signed: 2/22/23 at 10:37 AM



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,088 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Furnace • Electric • 3.5 COP
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	53 CFM • 29.4 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.37 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-25
Ceiling:	Attic, R-50
Window Type:	U-Value: 0.23, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-13

# **Tab G:**

Zoning Certification Letter (MANDATORY)



Zoning Certification

Date 2/15/2023

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

RE: ZONING CERTIFICATION

Name of Development: Avonlea Nine

Name of Owner/Applicant: Avonlea Nine Limited Partnership

Name of Seller/Current Owner: APAH Avonlea Phase I LLC

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

**Development Description:**

Development Address

Address TBD. Located SE of intersection of Pinebrook Rd & John Mosby Highway (Route 50)  
Chantilly, VA, 20152. Identified by Loudoun County PIN 164-48-1914 and 163-17-5121

Legal Description

Land Unit 1, in AVONLEA LAND CONDOMINIUM, as established by that certain Declaration of  
Condominium for Avonlea Land Condominium, recorded in Instrument Number 20221222-0067529  
among the Land Records of Loudoun County, Virginia.

Proposed Improvements

- New Construction: 65 #Units 1 #Buildings 73,504 Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.
- Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.



Current Zoning: R-24 (subject to rezoning ZMAP-2016-0011) allowing a density of 28.8 units per acre, and the following other applicable conditions:

This subject site was rezoned by the Loudoun County Board of Supervisors on April 19, 2022 with the Application number ZMAP-2016-0011, SPEX-2016-0037, SPEX-2020-0003, ZMOD-2021-0010, ZMOD-2021-0011, ZMOD-2021-0012, ZMOD-2021-0013, ZMOD-2021-0014 and ZMOD-2018-0048.

**Other Descriptive Information**

The property is to be developed as an affordable dwelling unit development under the Zoning Ordinance. A portion of the site shall be developed with one or more multifamily residential buildings containing, in the aggregate, a total of 130 dwelling units, all of which shall be age restricted rental units. This certification is for the Avonlea Nine project containing sixty-five (65) of the one hundred thirty (130) units.

**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.

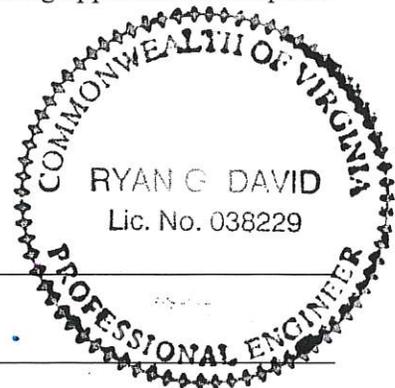
Date 2/17/2023

Signature [Handwritten Signature]

Printed Name Ryan G. David, PE.

Title of Local Official or Civil Engineer Principal

Phone (703) 642-8080



**Notes to Locality**

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please call the Tax Credit Allocation Department at 804-343-5518.

**NOTES**

1. THE PROPERTY DELINEATED HEREON IS MORE SPECIFICALLY IDENTIFIED AS LOUDOUN COUNTY MCP# 164-48-0803 AND IS CURRENTLY ZONED PD-CC(SC).
2. THE PROPERTY SHOWN HEREON IS CURRENTLY IN THE NAME OF APAH AVONLEA PHASE 1 LLC, A VIRGINIA LIMITED LIABILITY COMPANY, AND APAH AVONLEA PHASE 2 LLC, A VIRGINIA LIMITED LIABILITY COMPANY, AS TENANTS IN COMMON AS RECORDED AT INSTRUMENT #20221220007159 AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA.
3. BOUNDARY INFORMATION BASED ON FIELD RUN BOUNDARY SURVEY PREPARED BY URBAN LTD.
4. \* DENOTES EASEMENT RECORDED AT INSTRUMENT #2022112010064345
5. \*\* DENOTES EASEMENT RECORDED AT INSTRUMENT #202212140066168

**CURVE TABLE**

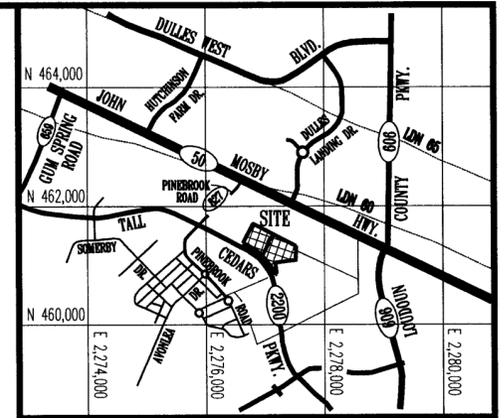
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	965.00'	189.21'	11°14'03"	N27°59'58"W	188.91'	94.91'
C2	960.00'	154.47'	9°13'09"	N38°13'34"W	154.30'	77.40'
C3	965.00'	6.99'	0°24'55"	N45°00'28"W	6.99'	3.50'
C4	965.00'	288.98'	17°09'29"	N53°47'40"W	287.90'	145.58'
C5	5.00'	7.85'	90°00'00"	N17°22'21"W	7.07'	5.00'
C6	5.00'	7.85'	90°00'00"	N72°37'39"E	7.07'	5.00'

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S56°23'00"W	5.01'
L2	N35°11'16"W	33.37'
L3	N62°22'21"W	13.00'
L4	N27°37'39"E	81.00'
L5	S62°22'21"E	13.00'
L6	N27°37'36"E	76.24'

**AREA TABULATION**

LAND UNIT 1	202,004 SF	OR	4.6374 ACRES
LAND UNIT 2	144,973 SF	OR	3.3281 ACRES
<b>TOTAL AREA</b>	<b>346,977 SF</b>	<b>OR</b>	<b>7.9655 ACRES</b>



**VICINITY MAP**  
1" = 2000'

  
**20221222-0067530**  
 Loudoun County, VA  
 12/22/2022 3:11:10 PM  
 Gary H. Clemens, Clerk

Filed:  
20221222-  
0067529

**SURVEYOR'S CERTIFICATE**

I, KEVIN P. O'CONNOR, A DULY LICENSED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND PLAN FOR THE AVONLEA LAND CONDOMINIUM, LABELED SHEETS 1-3 OF EXHIBIT D TO THE DECLARATION, IS ACCURATE AND COMPLIES WITH SECTION 55.1-1920(A) AND 55.1-1920(B) OF THE VIRGINIA CONDOMINIUM ACT, AS AMENDED.

  
 KEVIN P. O'CONNOR    L.S.# 1967    DATE 12/15/2022



**EXHIBIT D**  
**PLAT SHOWING SUBMITTED LAND**  
**AND EXISTING EASEMENTS**  
**AND PLANS SHOWING**  
**LOCATION AND DIMENSIONS OF UNITS**  
**AND COMMON ELEMENTS**  
**AVONLEA**  
**LAND CONDOMINIUM**  
 DULLES ELECTION DISTRICT  
 LOUDOUN COUNTY, VIRGINIA  
 SCALE: N/A    DATE: DECEMBER, 2022





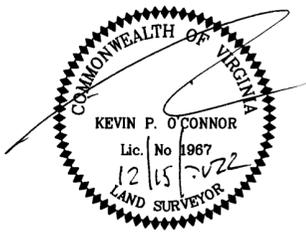
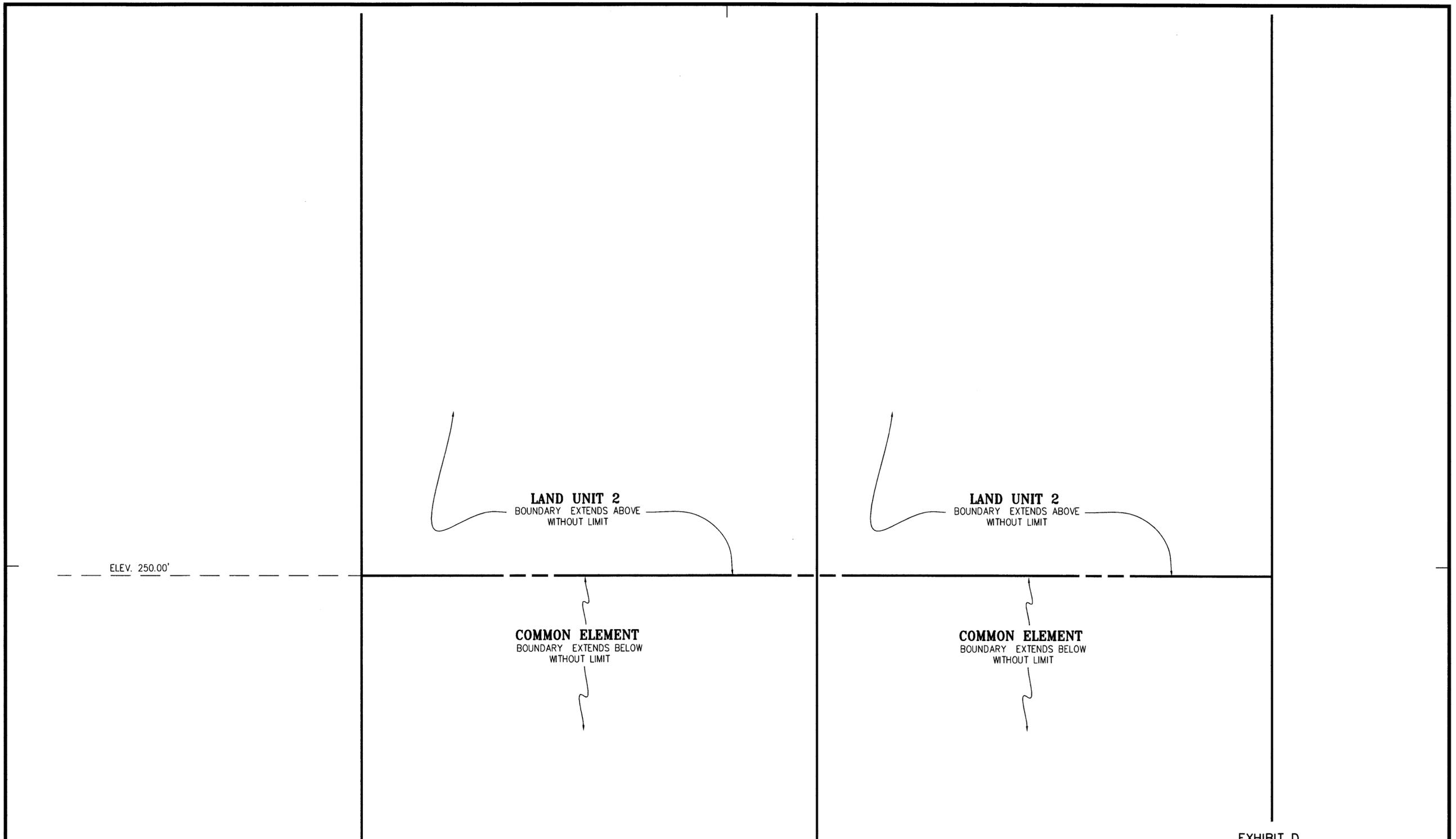


EXHIBIT D  
 PLAT SHOWING SUBMITTED LAND  
 AND EXISTING EASEMENTS  
 AND PLANS SHOWING  
 LOCATION AND DIMENSIONS OF UNITS  
 AND COMMON ELEMENTS  
**AVONLEA**  
**LAND CONDOMINIUM**  
 DULLES ELECTION DISTRICT  
 LOUDOUN COUNTY, VIRGINIA  
 SCALE: 1" = 50'      DATE: DECEMBER, 2022



**urban**  
 Planners · Engineers · Landscape Architects · Land Surveyors  
 Urban, Ltd.  
 4200 D Technology Court  
 Chantilly, Virginia 20151  
 Tel. 703.642.2306  
 www.urban-llc.com

# **Tab H:**

Attorney's Opinion (MANDATORY)

March 15, 2023

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

RE: 2023 Tax Credit Reservation Request

Name of Development: Avonlea Phase I 9%  
Name of Owner: Avonlea Nine Limited Partnership

Ladies and Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 15, 2023 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.

# GALLAGHER

GALLAGHER EVELIUS & JONES  
ATTORNEYS AT LAW

Virginia Housing  
March 15, 2023  
Page 2

4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations, for a period of not less than four (4) months beyond the application deadline.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
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 organization's ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon 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.**

GALLAGHER EVELIUS & JONES LLP



By: Jessica Weston, Esquire  
Its: Partner

# Tab I:

## Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: The following documents need not be submitted unless requested by Virginia Housing:

- Nonprofit Articles of Incorporation
- IRS Documentation of Nonprofit Status
- Joint Venture Agreement (if applicable)
- For-profit Consulting Agreement (if applicable)

**V. Nonprofit Questionnaire**

**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:

---

---

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:

---

---

---

---

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

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

---

---

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

---

---

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.

---

---

---

---

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

---

---

---

---

## Appendices continued

### 2. Nonprofit Formation

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

---

---

---

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

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

---

---

---

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

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

---

---

---

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

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

---

---

---

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

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

---

---

---

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

YES    NO

## Appendices continued

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

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?

---

---

---

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:

---

---

---

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:

---

---

---

(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):

---

---

---

(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 :

---

---

---

## 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?

---

---

---

---

---

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:

---

---

---

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.

---

---

---

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

---

---

---

---

---

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

---

---

---

## Appendices continued

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

---

---

---

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

---

---

---

---

---

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

YES  NO If yes, explain:

---

---

---

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

YES  NO If yes, explain:

---

---

---

## Appendices continued

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

---

---

---

n. 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.

---

---

---

---

#### 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:

---

---

---

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:

---

---

---

---

---

## 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

---

---

---

---

---

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:

---

---

---

---

---

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:

---

---

---

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

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

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

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

YES  NO

## Appendices continued

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

---

---

---

---

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

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

---

---

---

---

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

YES  NO If yes, explain:

---

---

---

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

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

---

---

---

---

## 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).

---

---

---

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:

---

---

---

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:

---

---

---

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

YES  NO If yes, explain the need identified:

---

---

---

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

YES  NO If yes, explain the plan:

---

---

---

---

# Appendices continued

## 5. Attachments

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

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

Date March 7, 2023

Owner/Applicant Avonlea Nine Limited Partnership

By Avonlea Nine Development LLC

Its General Partner  
Title

Date 3/7/2023

Arlington Partnership for Affordable Housing, Inc.  
Nonprofit

By   
Board Chairman

By   
Executive Director

# APAH Board of Directors

2023

## **Matthew Birenbaum, Chair**

CIO, AvalonBay Communities, Inc.

## **Rich Jordan, Vice Chair**

Managing Director, Potomac Investment Properties

## **Buzz Roberts, Treasurer**

President/CEO, National Association of Affordable Housing Lenders

## **Randy Anderson, Secretary**

President/CEO, The National Capital Bank of Washington

## **Carmen Romero, President**

President/CEO, APAH

## **Rita Bamberger**

Senior Vice President, The Holladay Corporation

## **Jeanne Booth**

Assistant Professor, Social Work, George Mason University

## **Keiva Dennis**

Vice President, Community Development Lending, PNC Bank

## **Julie Gould**

President (retired), Mercy Loan Fund

## **Jay Harris**

Principal, Fair Collections & Outsourcing

## **Amit Kulkarni**

VP, Brand & Creative, Realtor.com

## **John Green**

Managing Principal, BlackStar Real Estate Partners

## **Ted Hicks, Community Member**

Property Manager (retired); Personal Injury Investigator (retired)

## **Paul Holland**

Environmental Consultant

## **Alicia Plerhoples**

Professor of Law and Director, Social Enterprise and Nonprofit Law Clinic, Georgetown University Law School

## **Nancy Rase**

Co-founder, Homes for America

## **Kai Reynolds**

Chief Development Officer; JBG Smith

## **Pam Rothenberg**

Partner, Womble Bond Dickinson (US) LLP

## **LaTasha Rowe**

General Counsel and Chief Compliance Officer, NFM Inc.

## **Bobby Rozen**

Washington Council (retired), Ernst & Young

## **Michael Spotts**

President, Neighborhood Fundamentals, LLC

## **Tannia Talento**

Community Leader, Former School Board Chair for APS

## **Andy VanHorn**

Chief Development Officer, Dweck Properties

## **John Ziegenhein**

President/CEO, The Chevy Chase Land Company

Internal Revenue Service

Department of the Treasury

Washington, DC 20224

Person to Contact: Jim Joseph

Telephone Number: (202) 566-3893

Refer Reply to: E:EO:R:1-1

Date: DEC 18 1990

Arlington Partnership for  
Affordable Housing, Inc.  
1802 N. Wakefield Street  
Arlington, VA 22207

Employer Identification Number: 54-1515133  
Key District: Baltimore  
Accounting Period Ending: December 31  
Foundation Status Classification: 509(a)(2)  
Advance Ruling Period Begins: September 25, 1989  
Advance Ruling Period Ends: December 31, 1993  
Form 990 Required: Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in the section(s) shown above.

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must submit to your key District Director information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Arlington Partnership for Affordable Housing, Inc.

benefit dinners, auctions, membership drives, etc., where something of value is received in return for contributions, you can help your donors avoid difficulties with their income tax returns by assisting them in determining the proper tax treatment of their contributions. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that your donors can determine how much is deductible and how much is not. To assist you in this, the Service has issued Publication 1391, Deductibility of Payments Made to Organizations Conducting Fund-Raising Events. You may obtain copies of Publication 1391 from your key district office.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt from Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. If your gross receipts each year are not normally more than \$25,000, we ask that you establish that you are not required to file Form 990 by completing Part I of that Form for your first year. Thereafter, you will not be required to file a return until your gross receipts exceed the \$25,000 minimum. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. The maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

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

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated

Form **872-C**

(Rev. March 1986)

Department of the Treasury—Internal Revenue Service

### Consent Fixing Period of Limitation Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

(See Form 1023 instructions for Part IV, line 3.)

OMB No. 1545-0056  
Expires 3-31-89

To be used with Form 1023. Submit in duplicate.

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period.

Arlington Partnership For Affordable Housing, Inc.

(Exact legal name of organization)

1802 N. Wakefield St., Arlington, Virginia 22207 and the

(Number, street, city or town, state, and ZIP code)

District Director  
of Internal Revenue  
Baltimore, MD

Consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, then the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year December 31, 1989

Name of organization

Date

Arlington Partnership For Affordable Housing, Inc.

November 6, 1989

Officer or trustee having authority to sign

Signature ▶

Thomas P. Leckey, President

District Director

Date

1-24-90

By ▶

For Paperwork Reduction Act Notice, see page 1 of the Form 1023 instructions.

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

DEPARTMENT OF THE TREASURY

Date: **MAY 17 1994**

ARLINGTON PARTNERSHIP FOR  
AFFORDABLE HOUSING INC  
1802 N WAKEFIELD ST  
ARLINGTON, VA 22207

Employer Identification Number:  
54-1515133  
Case Number:  
524126086  
Contact Person:  
MRS. M. SMITH  
Contact Telephone Number:  
(410) 962-7963  
Our Letter Dated:  
December 1990  
Addendum Applies:  
Yes

Dear Applicant:

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

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

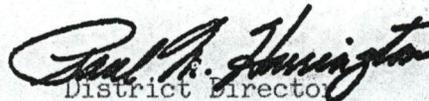
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

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

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

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

Sincerely yours,

  
District Director

Enclosure:  
Addendum

ARLINGTON PARTNERSHIP FOR

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

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

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

This deal does not require  
information behind this tab.

# Tab K:

Documentation of Development Location:

# **Tab K.1**

Revitalization Area Certification



Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Tuesday, December 5, 2017 at 5:00 p.m.

IN RE: Resolution Designating Revitalization Area to Support Applications for Low Income Housing Tax Credits (Countywide)

Vice Chairman Buona moved that the Board of Supervisors approve the resolution designating the Suburban Policy Area as a Revitalization Area to support Low Income Housing Tax Credit applications in the competitive tax credit allocation process (provided as Attachment 1 to the December 5, 2017, Board of Supervisors Business Meeting Supplemental Action Item).

Seconded by Supervisor Volpe.

Voting on the Motion: Supervisors Buona, Higgins, Letourneau, Meyer, Randall, Saines, Umstadd, and Volpe – Yes; None – No; Supervisor Buffington – Absent for the Vote.

A COPY TESTE:

  
DEPUTY CLERK TO THE LOUDOUN COUNTY  
BOARD OF SUPERVISORS

**RESOLUTION  
DESIGNATING A PORTION OF LOUDOUN COUNTY, VIRGINIA  
A REVITALIZATION AREA**

WHEREAS, pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of the County of Loudoun, Virginia, desire to designate the Suburban Policy Area as shown on Exhibit A, attached hereto, as a Revitalization Area.

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

1. the commercial, industrial or other economic development of the Revitalization Area will benefit Loudoun County but the Revitalization Area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainments, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the Revitalization Area; and
2. 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 the Revitalization Area and will induce other persons and families to live within the Revitalization Area and thereby create a desirable economic mix of residents in the Revitalization Area.

NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of Loudoun County hereby designates the Suburban Policy Area as shown on Exhibit A, attached hereto, as a Revitalization Area.

  
Phyllis Randall,  
Chairman, Board of Supervisors

ATTEST:

  
\_\_\_\_\_  
Tim Hemstreet  
Clerk to the Board

Adopted by the Board of Supervisors of Loudoun, Virginia, this 5<sup>th</sup> day of December, 2017.

**PROPOSED REVITALIZATION AREA  
(SUBURBAN POLICY AREA)**



Frederick County, MD

Jefferson County, WV

Lovettsville

P o l o m a c  
R i v e r

Hillsboro

287

15

Purcellville

Montgomery County, MD

Round Hill

Hamilton

Leesburg

Clarke County, VA

7

R i v e r

15

Middleburg

Fauquier County, VA

50

Washington Dulles  
International Airport

Fairfax County, VA

Prince William  
County, VA

**EXHIBIT A**

**LEGEND**

— Major Road

— Secondary Road

Incorporated Town

Dulles International Airport

**Policy Areas**

Joint Land Management Area

Rural Policy Area

Suburban Policy Area

Transition Policy Area



# Tab K.2

Location Map

**PROPOSED REVITALIZATION AREA  
(SUBURBAN POLICY AREA)**



Frederick County, MD

Jefferson County, WV

Lovettsville

P o l o m a c  
R i v e r

Hillsboro

287

15

Purcellville

Montgomery County, MD

Round Hill

Hamilton

Leesburg

Clarke County, VA

7

R i v e r

15

Middleburg

Fauquier County, VA

50

Washington Dulles  
International Airport

Avonlea Nine

Fairfax County, VA

Prince William  
County, VA

**EXHIBIT A**

**LEGEND**

— Major Road

— Secondary Road

Incorporated Town

Dulles International Airport

**Policy Areas**

Joint Land Management Area

Rural Policy Area

Suburban Policy Area

Transition Policy Area



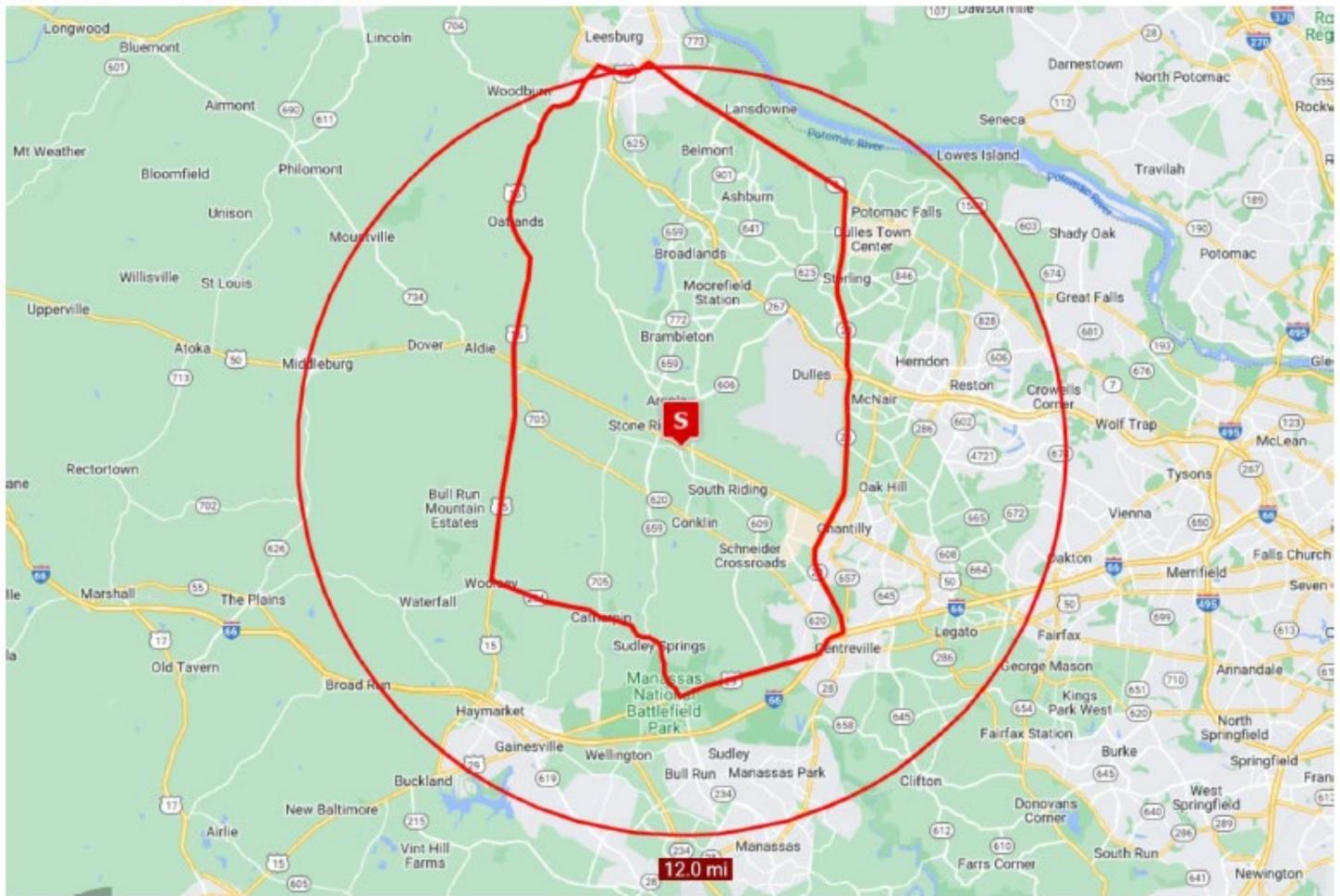
# Avonlea Nine

## K.2 Location Map

Address TBD. Located SE of intersection of Pinebrook Rd and John Mosby Highway (Route 50)

Chantilly, VA 20152

### Primary Market Area Map



Source: Google Maps, March 2023

Source: Novogradac Avonlea Nine Market Study



Source: Google Maps, March 2023

Source: Novogradac Avonlea Nine Market Study

# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation



PLANNERS  
ENGINEERS  
LANDSCAPE ARCHITECTS  
LAND SURVEYORS

### Surveyor's Certification of Proximity to Transportation

DATE: 2/15/2023

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

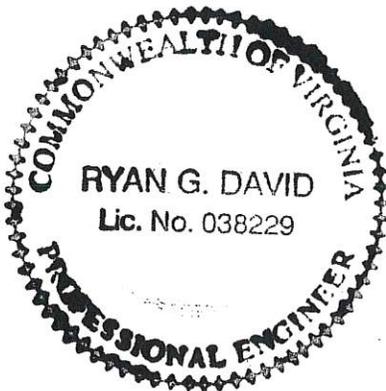
RE: 2023 Tax Credit Reservation Request  
Name of Development: Avonlea Nine  
Name of Owner: Avonlea Nine Limited Partnership

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: Urban, Ltd  
By: [Signature]  
          RYAN G. DAVID  
Its: Principal  
          Title

# Tab L:

PHA / Section 8 Notification Letter

## Appendices continued

### PHA or Section 8 Notification Letter

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

#### **General Instructions**

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 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.**

**PHA or Section 8 Notification Letter**

Date \_\_\_\_\_

To \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Proposed Affordable Housing Development

Name of Development \_\_\_\_\_

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

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 \_\_\_\_\_ (date).

**The following is a brief description of the proposed development:**

Development Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Proposed Improvements:**

- New Construction: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings
- Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings
- Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings

**Proposed Rents:**

- Efficiencies: \$ \_\_\_\_\_ /month
- 1 Bedroom Units: \$ \_\_\_\_\_ /month
- 2 Bedroom Units: \$ \_\_\_\_\_ /month
- 3 Bedroom Units: \$ \_\_\_\_\_ /month
- 4 Bedroom Units: \$ \_\_\_\_\_ /month

**Other Descriptive Information:**

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

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 (703) 276 - 7444 .

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

Sincerely yours,

Name



Title

Carment Romero, President

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

Seen and Acknowledged By:



Printed Name:

John E. Hall

Title

Director, Loudoun County Department of Housing and Community Development

Phone

703-777-0387

Date

March 3, 2023

# **Tab M:**

Locality CEO Response Letter

This deal does not require  
information behind this tab.

# **Tab N:**

Homeownership Plan

This deal does not require  
information behind this tab.

# **Tab O:**

Plan of Development Certification Letter

This deal does not require  
information behind this tab.

# **Tab P:**

Developer Experience documentation and  
Partnership agreements

This TAB is included as a separate stand alone  
document.

# **Tab Q:**

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

March 13, 2023

Carmen Romero  
Avonlea Nine Limited Partnership  
4318 N. Carlin Springs Rd.  
Arlington, VA 22203

Dear Carmen Romero,

The Avonlea Nine Limited Partnership, Avonlea Senior, was administratively approved for eight (8) Project-Based Vouchers (PBVs) for an initial term of fifteen (15) years. The project will assist families with PBVs. The Agreement to Enter Into Housing Assistance Payment (AHAP) contract and implementation of program guidelines are contingent upon successful completion of the subsidy layering review, conducted by the U.S. Department of Housing and Urban Development (HUD).

Based on the information provided in your application, the unit information is as follows:

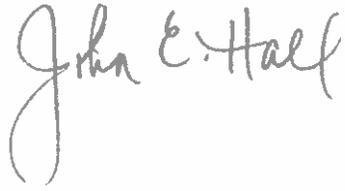
**Avonlea Nine Limited Partnership:**

Unit Type	Unit #		Proposed Rent Range	30% AMI - 60%AMI Income Range (based on HUD 2022 AMI)	Estimated Household Size	PBV Utility Allowance
	Whole	PBV				
<b>1 Bedroom/1 Bath</b>	<b>57</b>	<b>6</b>	PBV: \$2,037 \$724	\$29,900 - \$59,800	1 person	\$103
30% AMI	24	6	\$1,258-\$2,037			
50% AMI	28	0	\$1,525			
60% AMI						
<b>2 Bedroom/2 Bath</b>	<b>8</b>	<b>2</b>	PBV: \$2,310 \$865	\$34,200 - \$68,350	2 persons	\$130
30% AMI	2	2	\$1,506-\$2,310			
50% AMI	4	0	\$1,826			
60% AMI						
30% AMI Units	7	0				
50% AMI Units	26	8				
60% AMI Units	32	0				
<b>Total Units</b>	<b>65</b>	<b>8</b>				

Note: 8 apartments in this building will be fully accessible, 504 compliant, all of which will have rent subsidies attached through Project Based Vouchers from the County's Housing Choice Voucher program.

Contact Ms. Timi Myers at (703) 737-8213 if you have any further questions regarding the PBV program or process.

Sincerely,

A handwritten signature in black ink that reads "John E. Hall". The signature is written in a cursive style with a large, looping initial "J".

John E. Hall | Director

# **Tab R:**

Documentation of Operating Budget and Utility Allowances

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$600
2. Office Salaries			\$46,500
3. Office Supplies			\$2,250
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$38,781
	<u>3.60%</u> of EGI	<u>\$596.63</u>	Per Unit
6. Manager Salaries			\$37,500
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$1,250
9. Auditing			\$10,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$5,000
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$26,890
	<b>Total Administrative</b>		<b>\$168,771</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$16,613
16. Water			\$13,620
17. Gas			\$11,000
18. Sewer			\$26,000
	<b>Total Utility</b>		<b>\$67,233</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$12,000
21. Janitor/Cleaning Contract			\$32,500
22. Exterminating			\$2,575
23. Trash Removal			\$14,460
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$2,500
27. Grounds Contract			\$5,000
28. Maintenance/Repairs Payroll			\$44,500
29. Repairs/Material			\$2,500
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$5,250
32. Heating/Cooling Repairs & Maintenance			\$2,000
33. Pool Maintenance/Contract/Staff			\$500
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$510
36. Decorating Supplies			\$0
37. Miscellaneous			\$60,624
	<b>Totals Operating &amp; Maintenance</b>		<b>\$184,919</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$91,000
39. Payroll Taxes	\$10,000
40. Miscellaneous Taxes/Licenses/Permits	\$6,250
41. Property & Liability Insurance	\$31,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$900
44. Health Insurance & Employee Benefits	\$11,550
45. Other Insurance	\$1,819
<b>Total Taxes &amp; Insurance</b>	<b>\$152,519</b>

<b>Total Operating Expense</b>	<b>\$573,442</b>
--------------------------------	------------------

<b>Total Operating Expenses Per Unit</b>	<b>\$8,822</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>53.23%</b>
--	----------------	--	---------------

<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b>	<b>\$16,250</b>
---	-----------------

<b>Total Expenses</b>	<b>\$589,692</b>
-----------------------	------------------

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



February 23, 2023

Haley Norris  
 Arlington Partnership for Affordable Housing  
 4318 N Carlin Springs Rd  
 Arlington, VA 22203  
 hnorris@apah.org

RE: Preliminary Utility Allowance for Avonlea Nine

Dear Ms. Norris,

Please see the following Preliminary Utility Allowance (UA) for Avonlea Nine located in Chantilly, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	N/A
Water:	Loudon Water	Trash:	N/A
Sewer:	Loudon Water		

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.

UTILITY ALLOWANCE			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	\$ 13.70	\$ 16.60	N/A	N/A
Air Conditioning	Electric	Tenant	N/A	\$ 6.39	\$ 7.75	N/A	N/A
Cooking	Electric	Tenant	N/A	\$ 5.48	\$ 6.64	N/A	N/A
Lighting	Electric	Tenant	N/A	\$ 21.93	\$ 26.56	N/A	N/A
Hot Water	Electric	Tenant	N/A	\$ 12.79	\$ 15.49	N/A	N/A
Water	-	Tenant	N/A	\$ 17.47	\$ 21.33	N/A	N/A
Sewer	-	Owner	N/A	\$ -	\$ -	N/A	N/A
Trash	-	Owner	N/A	\$ -	\$ -	N/A	N/A
<b>Total UA costs (Unrounded)</b>			\$ -	\$ 77.76	\$ 94.36	\$ -	\$ -

*\*Allowances only for Avonlea Nine as an ENERGY STAR and EarthCraft Gold project. 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. Due to rounding, the amounts for the UA components may not add up to the Total UA amount.*

Sincerely,

Katy Maher  
 Project Manager

**Allowances for  
Tenant-Furnished Utilities  
And Other Services**

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

Locality: <b>Loudoun County</b>	Unit Type: <b>Apartment</b>	Date: <b>1/1/2023</b>
------------------------------------	--------------------------------	--------------------------

Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
<b>Heating</b>	a. Natural Gas	29	36	42	49	58	65
	b. LPG/Propane	43	61	78	96	127	139
	c. Oil	54	76	98	120	153	174
	d. Electric	14	19	25	31	38	43
<b>Cooking</b>	a. Natural Gas	5	7	9	11	13	15
	b. LPG/Propane	15	20	26	32	41	47
	c. Electric	5	7	9	11	14	16
<b>Other Electric/Lighting</b>	28	33	37	42	49	54	
<b>Air Conditioning</b>	4	5	7	8	10	12	
<b>Water Heating</b>	a. Natural Gas	10	14	18	23	29	33
	b. LPG/Propane	31	44	56	69	87	100
	c. Oil	38	53	68	84	106	122
	d. Electric	13	18	23	28	35	40
<b>Water</b> <i>for Towns of:</i>	a. County	18	21	26	34	41	49
	b. Leesburg	26	33	46	65	85	105
	c. Purcellville/Middleburg/Hamilton	30	42	64	98	132	165
	d. Lovettsville/Round Hill	17	25	42	66	91	116
<b>Sewer</b> <i>for Towns of:</i>	a. County	23	28	38	53	68	83
	b. Leesburg	23	30	44	64	84	104
	c. Purcellville/Middleburg/Hamilton	39	54	84	130	175	221
	d. Lovettsville/Round Hill	26	40	66	106	145	185
<b>Trash Collection</b>	10	21	22	23	26	30	
<b>Range/Microwave</b>	7	7	7	7	7	7	
<b>Refrigerator</b>	7	7	7	7	7	7	
<b>Other--Specify</b>							

<b>Actual Family Allowances</b> To be used by the family to compute allowance. Complete below for the actual unit rented.
Name of Family
Address of Unit
Number of Bedrooms

Utility or Service	Monthly Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
<b>Total</b>	<b>\$</b>

# **Tab S:**

Supportive Housing Certification and/or  
Resident Well-Being



### DBHDS MOU Review and Decision

Arlington Partnership for Affordable Housing, Inc., Developer of Avonlea Nine Low-Income Housing Tax Credit (LIHTC) Applicant (2023-C-41) and Arlington Partnership for Affordable Housing (APAH) Resident Service Provider have partnered together through a Memorandum of Understanding (MOU) to provide onsite resident services to tenants of Avonlea Nine, once placed in service. Arlington Partnership for Affordable Housing, 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

## MEMORANDUM OF UNDERSTANDING

Between Avonlea Nine Limited Partnership and the Arlington Partnership for  
Affordable Housing, Inc.  
March 7, 2023

This document constitutes the Memorandum of Understanding ("Agreement") between Avonlea Nine Limited Partnership and the Arlington Partnership for Affordable Housing, Inc. ("APAH"). The following Agreement details the terms and conditions of our partnership to provide Resident Services to all tenants at Avonlea Nine.

Qualified clients for the program are all sixty-five (65) senior households at Avonlea Nine. This includes households with severe mental illness (SMI), individuals with intellectual or developmental disabilities, and/or those who meet HUD's definition of chronic homelessness. As part of Avonlea Nine's Resident Services program, all households will be offered housing stability and eviction prevention support, educational opportunities, navigation to community resources, and other services/programming deemed appropriate by APAH and agreed upon by Avonlea Nine Limited Partnership.

1. **Parties.** This Agreement is between Avonlea Nine Limited Partnership and APAH. APAH is the Resident Services Provider and the Developer. The organizational chart for the Avonlea Nine development is included as Exhibit A.
2. **Purpose.** The purpose of this Agreement is to: (1) establish a Resident Services partnership at Avonlea Nine between the parties that will support all 65 apartments; and (2) specify the roles and responsibilities of each party.
3. **Resident Services and Coordination.** APAH agrees to provide the following:
  - a. Conduct a resident intake survey in conjunction with Avonlea Nine lease up. This will allow APAH to identify individualized tenancy needs in order to determine an appropriate Resident Services Plan. This Plan will identify goals, benchmarks of individuals/households served, performance measures, and target populations served.
  - b. Execute the approved Resident Services Plan. This includes providing each resident with the services and programming that both parties deem appropriate based on individual and property-wide needs.
  - c. Communicate with the Property Management Company on a monthly basis to identify households at risk of rental default and/or lease violations. Work with these households to identify eviction prevention strategies, which may include rental repayment plans, additional subsidies or other housing resources, as available, to keep these households in stable housing.
  - d. Work with residents to increase access to and awareness of Loudoun County, state, and/or other third-party resources that promote health/wellness, transportation accessibility, educational opportunities, and/or economic development options. Coordinate with additional third-party Service Partners to ensure that all households who so desire have either direct service provision or access to other community services.
  - e. Develop budget for Resident Services and, in conjunction with Avonlea Nine Limited Partnership, identify resources for ongoing funding for tenant programs.
  - f. Provide a part-time staff person who will be available to meet with and/or communicate with residents onsite at Avonlea Nine.

**4. Responsibilities of the property owner:** Avonlea Nine Limited Partnership agrees to the following:

- a. Provide APAH staff with access to the Avonlea Nine. The property owner will collaborate with APAH in the design and construction of a Resident Services office, which will include desk space and secure filing cabinets, as well as private meeting space conduct private meetings with households.
- b. Make amenity space available for Resident Services programming at pre-approved times. This amenity space may include the community room, fitness center, business lounge, and/or other indoor or outdoor community space.
- c. Communicate regularly with APAH staff regarding the Resident Services program, in addition to tenancy lease compliance issues, and/or rental defaults.

**5. Additional Terms.**

1. Both parties agree and acknowledge that the receipt of Resident Services is never a condition of tenancy.
2. Both parties agree to maintain working relationships with each other and Property Management to ensure open communication and flow of prospective residents for Resident Services.
3. APAH and Avonlea Nine Limited Partnership agree to meet quarterly, or as frequently as necessary, to review and monitor the program.
4. Property Management has overall responsibility for providing, maintaining and operating the residential units and other property facilities at Avonlea Nine. Prior to project lease up, this MOU will be amended to add Property Management as a party to the agreement.
5. Both parties will work with the Property Manager to produce a Tenant Selection Plan (TSP) that focuses on reducing barriers and enables individualized tenant assessments in accordance with the Department of Professional and Occupational Regulations (DPOR)'s Model Policy for Tenant Screening, and is subject to Virginia Housing and/or any other agency review.

**6. Insurance**

During the term of this Agreement, Avonlea Nine Limited Partnership shall purchase and keep in force at all times commercial general liability insurance covering complete operation of the AmeriCorps Program. Such insurance shall be in an amount not less than \$1 million per occurrence and \$2 million annual aggregate.

APAH shall also purchase and keep in force at all times commercial general liability insurance covering its sites. Such insurance shall be in an amount not less than \$1 million per occurrence and \$2 million annual aggregate.

Both Avonlea Nine Limited Partnership and APAH will have the other party named as "additional insured" on their respective insurance policies. Both APAH and Avonlea Nine Limited Partnership will share certificates of insurance at the signing of this MOU.

**7. Term**

The term of the Agreement will be in effect from 03/01/2023 in perpetuity or until it is superseded by a subsequent MOU or Agreement. Either party may terminate this Agreement with a 30-day written notice.

**8. Confidentiality**

All parties recognize that by virtue of entering into this Agreement they may, at times, have access to confidential information regarding each other's operations as it relates

to the project. All agree that they will not disclose confidential information and/or material without the consent of the other parties, and unless such disclosure is authorized by this Agreement or required under law. In addition, the eligible tenant's confidential information will be handled with the utmost discretion and judgment.

**9. Nondiscrimination**

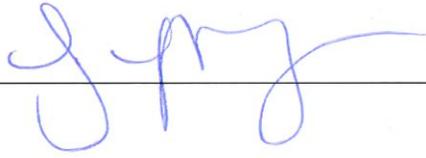
There will be no discrimination of any eligible household on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, or national origin in the availability and delivery of Resident Services.

This Contract shall be governed by the law of the Commonwealth of Virginia. Any litigation hereunder shall be brought in the Loudoun County Circuit Court.

Signatures are located on the following page.

Witness the following Signatures:

APAH:

  
\_\_\_\_\_

Date: 3/9/2023

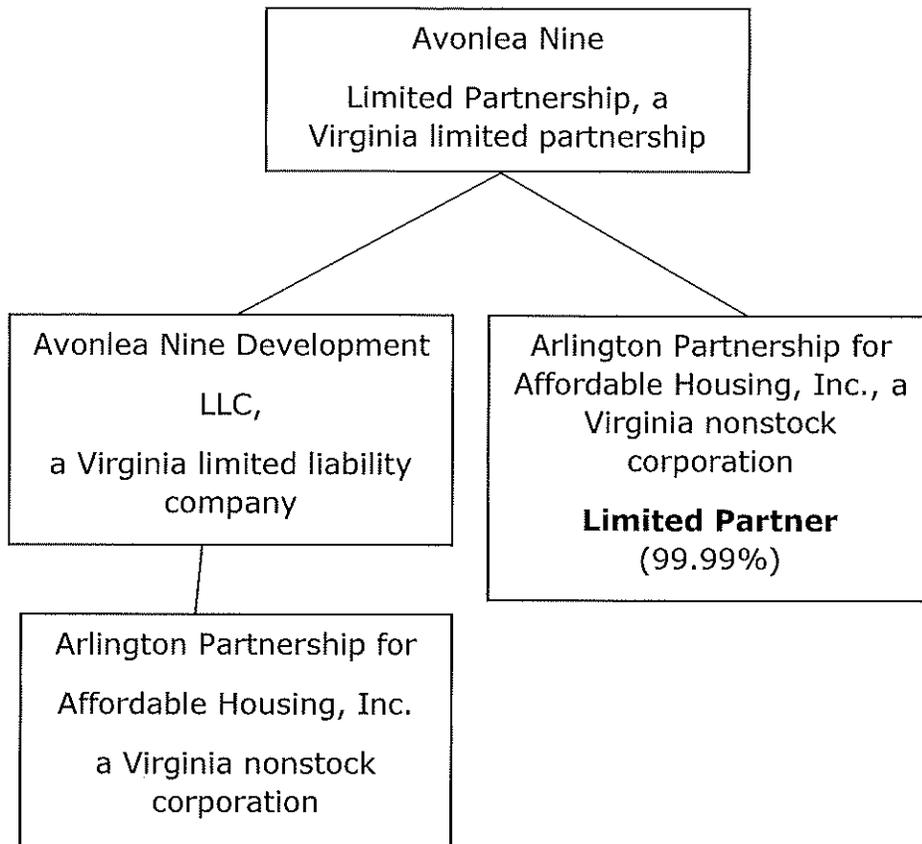
Avonlea Nine Limited Partnership  
By: Avonlea Nine Development LLC  
Its: General Partner

  
\_\_\_\_\_

Date: 3/9/2023

## Exhibit A

Avonlea Nine Organizational Chart





June 21, 2022

Dear Arlington Partnership for Affordable Housing,

**Congratulations on becoming a CORES certified organization!**

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

The CORES Certification recognizes Arlington Partnership for Affordable Housing's investment in and development of the tools necessary to implement a robust system of resident services coordination under the Direct model.

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

The CORES certification lasts **five years** and will expire on June 21, 2027. We recommend starting the renewal process three months in advance of the certification expiration date.

*Please Note:* Certified organizations have an affirmative obligation to notify SAHF of any significant changes to their organizational structure or operations that materially changes their capacity or approach in providing resident services coordination. Certified organizations should notify SAHF within 60 days of the effective date of such changes. Failure to provide this notification could result in a suspension of certification.

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



June 21, 2022

Dear Arlington Partnership for Affordable Housing,

CORES Certification is one requirement (among others) in order for an owner to qualify for Fannie Mae's Healthy Housing Rewards™ - Enhanced Resident Services (ERS) financing incentives. This product enhancement benefits borrowers that incorporate resident services coordination systems in their newly constructed, rehabilitated or refinanced multifamily affordable rental properties.

To qualify for ERS financing incentives, the organization will also be required to submit an ERS Property Certification Proposal through the CORES application portal. Please consult with your Fannie Mae Delegated Underwriting and Servicing DUS™ lender for further guidance.

To learn more about Fannie Mae's Health Housing Rewards Initiative, please visit:

<https://www.fanniemae.com/multifamily/healthy-housing-rewards>

Sincerely,

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



## MEMORANDUM OF UNDERSTANDING

Between Avonlea Nine Limited Partnership and the Arlington Partnership  
for Affordable Housing, Inc.  
March 15, 2023

This document constitutes the Memorandum of Understanding ("Agreement") between Avonlea Nine Limited Partnership and the Arlington Partnership for Affordable Housing, Inc. ("APAH"). The following Agreement details the terms and conditions of our partnership to provide Telehealth Services to all tenants at Avonlea Nine. Qualified clients for the program would be all sixty-five (65) senior households at Avonlea Nine.

1. **Parties.** This Agreement is between Avonlea Nine Limited Partnership and APAH. APAH is the Resident Services Provider and the Developer and as such, will contract with a third-party telehealth provider to provide free on-call, telephonic or virtual healthcare services with a licensed provider to the residents.
2. **Purpose.** The purpose of this Agreement is to: (1) to provide free on-call, telephonic or virtual healthcare services with a licensed provider ("Telehealth Services") at Avonlea Nine between the parties that will support all 65 apartments; and (2) specify the roles and responsibilities of each party.
3. **Responsibilities of APAH.** APAH agrees to provide the following:
  - a. Secure a third-party provider of Telehealth Services that connects residents with medically-licensed physicians. APAH has already been in discussions with two such providers, Teladoc Health and HealthWorks for Northern Virginia. Both of these providers have given APAH preliminary pricing, included here as Exhibits A and B. HealthWorks for Northern Virginia has provided us with a letter of support, attached here as Exhibit C. Teladoc has also provided APAH with a preliminary memorandum of understanding (MOU), attached



here as Exhibit D. APAH will further investigate each of these providers and sign an MOU prior to the lease-up of Avonlea Nine, expected to start on approximately January 1st, 2026.

- b. Identify and conduct outreach to potential residents that could benefit from Telehealth Services as part of the approved Resident Services Plan to be executed prior to closing.

**4. Responsibilities of the property owner:** Avonlea Nine Limited Partnership agrees to the following:

- a. Provide funding in the amount of approximately \$26,000 per year to subsidize the provision of free Telehealth Service or other health services to the Avonlea Nine residents. This funding is represented in the operating budget of the property and reflected on the "Miscellaneous Administrative" line of the operating budget tab of the 9% tax credit application.
- b. Provide Telehealth Services provider with access to Avonlea Nine as needed to facilitate the services. Most residents are expected to access the Telehealth Services from their personal devices within their apartments. However, from time to time outreach or trainings may be needed to facilitate usage of the Telehealth Services. As such, the property owner agrees to provide access to the first-floor clubroom or community meeting room in order to host these sessions.
- c. Provide residents with space if needed to use Telehealth Services. These spaces could include the resident services suite or business center on the first floor.

**5. Insurance**

APAH agrees to obligate any third-party Telehealth Services provider to carry General Liability and Professional Liability insurance language in the amounts of at least \$1M each that shall add the property owner as an additional insured and include a waiver of subrogation in favor of the property owner. APAH shall endeavor to include cyber liability in these policies.

**6. Term**

The term of the Agreement will be in effect from 03/15/2023 in perpetuity or until it is superseded by a subsequent MOU or Agreement. Either party may terminate this Agreement with a 30-day written notice.

**7. Confidentiality**



All parties recognize that by virtue of entering into this Agreement they may, at times, have access to confidential information regarding each other's operations as it relates to the project. All agree that they will not disclose confidential information and/or material without the consent of the other parties, and unless such disclosure is authorized by this Agreement or required under law. In addition, the eligible tenant's confidential information will be handled with the utmost discretion and judgment.

### **8. Nondiscrimination**

There will be no discrimination of any eligible household on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, or national origin in the availability and delivery of Telehealth Services.

This Contract shall be governed by the law of the Commonwealth of Virginia. Any litigation hereunder shall be brought in the Loudoun County Circuit Court.

Signatures are located on the following page.



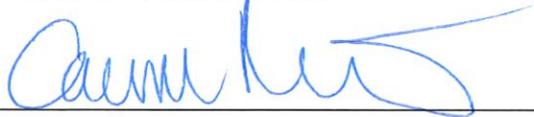
Arlington Partnership for Affordable Housing, Inc.



Carmen Romero  
President, CEO

Date: 3/15/2023

Avonlea Nine Limited Partnership  
By: Avonlea Nine Development LLC  
Its: General Partner



Carmen Romero  
President, CEO

Date: 3/15/2023



## EXHIBIT A

### TELADOC SERVICES FEE SCHEDULE

This Teladoc Services Fee Schedule supplements the Agreement and is effective as of the date first appearing above by and between EBSO and Company and sets forth fees as follows:

Teladoc Services Fee – 1. 0-999 units enrolled 2. 1,000 – 1,499 units enrolled 3. 1,500+ units enrolled	\$17.00 PEPM \$16.00 PEPM \$15.00 PEPM
Reports upon Termination of Contract/Services	\$2,500.00 Standard Package. Additional reports that require programming by IT Dept. billed at \$150.00 per hour

**EXHIBIT B**  
HealthWorks for Northern Virginia Fee Schedule



**2023 Sliding Fee Scale**

	Slide A		Slide B		Slide C		Slide D		Slide E- No Discount
	0 - 100% of Federal Poverty Level (FPL)		100.01 - 125% of Federal Poverty Level (FPL)		125.01- 150% of Federal Poverty Level (FPL)		150.01 - 200% of Federal Poverty Level (FPL)		Over 200% Federal Poverty Level (FPL) / No Income Information Provided
# of Family Members	If income is between:		If income is between:		If income is between:		If income is between:		If income is at or above:
1	\$0	\$14,580	\$14,581	\$18,225	\$18,226	\$21,870	\$21,871	\$29,160	\$29,161
2	\$0	\$19,720	\$19,721	\$24,650	\$24,651	\$29,580	\$29,581	\$39,440	\$39,441
3	\$0	\$24,860	\$24,861	\$31,075	\$31,076	\$37,290	\$37,291	\$49,720	\$49,721
4	\$0	\$30,000	\$30,001	\$37,500	\$37,501	\$45,000	\$45,001	\$60,000	\$60,001
5	\$0	\$35,140	\$35,141	\$43,925	\$43,926	\$52,710	\$52,711	\$70,280	\$70,281
6	\$0	\$40,280	\$40,281	\$50,350	\$50,351	\$60,420	\$60,421	\$80,560	\$80,561
7	\$0	\$45,420	\$45,421	\$56,775	\$56,776	\$68,130	\$68,131	\$90,840	\$90,841
8	\$0	\$50,560	\$50,561	\$63,200	\$63,201	\$75,840	\$75,841	\$101,120	\$101,121
<b>Add for Each Additional Person</b>	\$5,140		\$6,425		\$7,710		\$10,280		\$10,280
<b>Medical</b>	Slide A		Slide B		Slide C		Slide D		Slide E
All Visit (Inclusive of Labs for Slide A-D patients), Slide E patients pay in Full for	\$35		\$45		\$55		\$65		Patient pay in full or \$200, whichever is less.
Procedures	\$60		\$70		\$80		\$90		\$100.00
<b>Behavioral Health</b>	Slide A		Slide B		Slide C		Slide D		Slide E
All Visits	\$5		\$7		\$10		\$12		Patient pay in full or \$100, whichever is less.
<b>Psychiatry</b>	Slide A		Slide B		Slide C		Slide D		Slide E
All Visits	\$35		\$45		\$55		\$65		Patient pay in full or \$200, whichever is less.
<b>Dental</b>	Slide A		Slide B		Slide C		Slide D		Slide E
Preventive(Bundled fee for any	\$55		\$75		\$85		\$95		Patient pay in full
Restorative, Perio and Endodontics	\$55		\$100		\$115		\$130		Patient pay in full
Crowns and bridges - all visits, and labs are an additional fee based on	\$275		\$350		\$400		\$450		Patient pay in full
Dentures - partial - all visits, and lab fees are an additional fee based on	\$300		\$550		\$700		\$850		Patient pay in full
Dentures -complete - all visits, and lab fees are an additional fee based	\$350		\$650		\$850		\$990		Patient pay in full

Discount Schedule based on 2023 Federal Poverty Guidelines, found at ASPE.hhs.gov . UPDATED ON 01/19/2023  
<https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines>

Slide E Patients: For Medical, Dental and Psychiatry: For the office visit \$130 is due at the DOS and remainder will be billed based on agency financial policies and procedures.

Slide E Patients: For Behavioral Health: For the office visit \$12 is due at the DOS and remainder will be billed based on agency financial policies and procedures.

# EXHIBIT C HealthWorks Letter of Support

(703) 443-2000



HealthWorks for Northern Virginia  
Your Community Health Center

Quality Healthcare for All

[www.hwnova.org](http://www.hwnova.org)

Avonlea Nine Limited Partnership  
4318 N Carlin Springs Road  
Arlington, VA 22203

March 13, 2023

Dear Avonlea Nine owners,

HealthWorks for Northern Virginia is excited to potentially provide health services, including telehealth services, to the Avonlea Nine project. As you know, HealthWorks for Northern Virginia is a 501(c)(3) nonprofit Federally Qualified Health Center (FQHC) that provides health services to the Loudoun County community. As such, we have been in discussions with APAH to provide comprehensive medical services including telehealth, behavioral health, and dental services to their residents in Loudoun County, including the Avonlea Nine project. We have supplied them with information regarding our services and the costs of collocated care and we have connected with their resident services team to provide some outreach to the residents.

We fully support their application to Virginia Housing for tax credit funding.

All the best,

Tonya M. Adkins, MD  
Chief Executive Officer  
HealthWorks for Northern Virginia

**Leesburg Center**  
163 Fort Evans Road NE  
Leesburg, VA 20176

**Herndon Center**  
1141 Elden Street, Suite 300  
Herndon, VA 20170

**Reston Center**  
11484 Washington Plaza W  
Reston, VA 20190

**Sully Center**  
13800 Wall Road, Suite 055  
Herndon, VA 20171

EXHIBIT D

FORM OF MEMORANDUM OF UNDERSTANDING

Between  
Avonlea Four Limited Partnership, Avonlea Nine Limited Partnership  
And  
Teladoc, Inc.

I. Parties:

This Memorandum of Understanding (“MOU”) is made by and between Avonlea Nine Limited Partnership, a Virginia limited partnership, Avonlea Four Limited Partnership, a Virginia limited partnership (collectively, “Affordable Owners”), and Teladoc, Inc., a \_\_\_\_\_ (“Teladoc”), collectively, the “Parties”.

II. Purpose:

**WHEREAS**, each Affordable Owner owns certain property located in Chantilly, Loudon County, Virginia, which they intend to develop and own as quality affordable housing consisting of one hundred thirty (130) affordable units (collectively, the “Affordable Housing Project”);

**WHEREAS**, each Affordable Owner is committed to developing an innovative, affordable housing model that incorporates resident needed services while promoting stability and opportunity for low-income residents;

**WHEREAS**, Teladoc has entered into a contract with a professional association that employs and contracts with physicians who are licensed to practice medicine (the “Provider”);

**WHEREAS**, the physicians who are employed by, or under a contractual arrangement with the Provider form a network that is designed to facilitate cross coverage medical consultations via telephone or web-based video to groups desiring to purchase such consultations when their primary care physician is not available;

**WHEREAS**, Teladoc provides various operational and administrative services to the Provider with respect to the provision of such cross coverage medical consultations via telephone or web-based video by the Provider;

**WHEREAS**, the arrangement between Teladoc and the Provider permits Teladoc to offer a program to its customers that consists of: (a) a network of providers who provide medical consultations, via telephone or web-based video, and (b) support for the operation and administration of that network, as further described herein (the “Program”);

**WHEREAS**, Affordable Owners desire to provide residents in the Affordable Housing Project with free on-call, telephonic or virtual healthcare services thru Teladoc;

**WHEREAS**, this MOU documents the Parties desire to explore telehealth service offerings that may be well suited for the Affordable Housing Project (the “Teladoc Project”); and

**WHEREAS**, this MOU provides the structure and basis to engage with Teladoc for the Affordable Housing Project and, once determined and implemented, could possibly serve as a best in class model for future affordable housing developments in Virginia.

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, Affordable Owners and Teladoc do hereby agree as follows:

III. Agreement:

Teladoc agrees to assist Affordable Owners and facilitate support for Affordable Owners to:

1. Implement the delivery of telehealth services to its residents; and
2. Provide data to enable analysis of the utility of these services to Affordable Owners residents with regard to improving their health and economic mobility.

IV. Responsibilities:

A. Teladoc will be responsible to Affordable Owners for:

1. providing contracted services to enable Affordable Owners residents to receive Telehealth services;
2. convening with Affordable Owners staff to review the information submitted about its service offerings;
3. responding to questions, providing input, advising via phone conference calls and e-mails;
4. meeting to assess the performance of the Teladoc offerings and determine any next steps for continued collaboration.

B. Affordable Owners will be responsible to Teladoc for:

1. providing reasonably requested information about itself and its third-party partners (provided, however, that Affordable Owners shall not be required to provide any information that is proprietary or confidential or that they do not have consent to disclose);
2. reviewing the information submitted by Teladoc as needed;
3. engaging directly with Teladoc staff to determine next steps for expanding Teladoc service offerings; and
4. convening to review progress and determining any next steps for continued collaboration with Teladoc.

V. Term:

This MOU will be effective from March 1, 2023 through December 31, 2023 and will automatically renew annually.

VI. Relationship of the Parties:

For the purposes of this MOU, one party is not an agent of any other party. Neither party has the right or authority to bind the other party through its actions or any other agreements or communications.

VII. Amendments:

This MOU, or any part hereof, may be amended from time to time only by a written instrument executed by each party.

VIII. Notices:

Any notices under or in this MOU shall be in writing, and shall be deemed to be delivered by certified mail, postage prepaid, return receipt requested, email or by facsimile, unless such address is changed by written notice hereunder:

If to Affordable Owners:

Avonlea Four Limited Partnership and Avonlea Nine Limited Partnership  
c/o Arlington Partnership for Affordable Housing  
Attn: Carmen Romero  
ADDRESS: 4318 N Carlin Springs Road, Arlington, VA 22203

If to Teladoc:

Teladoc  
Attn: George Elder, Director  
Phone: 917-723-4543  
Email: telder@teladochealth.com

IX. Termination:

This MOU may be terminated by the parties, in whole or in part, whenever a party in its sole discretion, shall determine such termination is in its best interest. Any such termination must be by written notice to the other party.

X. Waiver:

No waiver by any party of any of the provisions of this MOU will be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such written waiver.

XI. Assignment:

This MOU may not be assigned by any party without the prior written approval of the other party.

XII. Counterparts:

This MOU may be executed in two or more counterparts, each of which will be deemed to be an original of this MOU, and all of which taken together will constitute one and the same engagement.

XIII. Confidentiality:

Any information provided (whether oral or written) by Affordable Owners shall be treated as confidential by Teladoc and shall not be disclosed by Teladoc, its agents, representatives, employees, legal or financial advisors, in any manner without the prior written consent of Affordable Owners.

XIV. Entire Agreement/Non-Binding:

This MOU, including any attachments, represents the entire memorandum of understanding of the parties hereto, and all previous memorandums of understanding, whether oral or written, are expressly superseded and merged herein.

The parties will only be obligated to one another with respect to the Teladoc Project when both Affordable Owners have signed and delivered a legally binding Services Agreement with Provider, and until the Services Agreement is entered into, the Affordable Owners shall not be responsible for the payment of any fees or costs associated with the Teladoc Project or otherwise. Notwithstanding the foregoing, the provisions of Sections XIII (Confidentiality) shall be binding on Teladoc and any breach of such section shall be fully enforceable by the Affordable Owners by bringing an action, either at law or in equity, for any appropriate remedies (including but not limited to damages incurred by such party as a result of the alleged breach).

**IN WITNESS WHEREOF**, the parties have caused to be executed on their respective behalves this Memorandum of Understanding the day and year first hereinabove written.

Teladoc, Inc

\_\_\_\_\_  
Name: George Elder  
Title: Director

AVONLEA NINE LIMITED PARTNERSHIP

By: Avonlea Nine Development LLC, its  
general partner

By: \_\_\_\_\_  
Carmen Romero, President

AVONLEA FOUR LIMITED PARTNERSHIP

By: Avonlea Four Development LLC, its  
general partner

By: \_\_\_\_\_  
Carmen Romero, President

# **Tab T:**

Funding Documentation



## Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., MSC #2, 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325 • [coadmin@loudoun.gov](mailto:coadmin@loudoun.gov)

March 7, 2023

Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220-65A0

Re: Financing Commitment, Avonlea Senior Owner LLC 9%

Ladies and Gentlemen:

The Board of Supervisors of Loudoun County (the "County" or the "Board") on February 21, 2023 approved and hereby issues its commitment (the "Commitment") to make a permanent loan ("Loan") in the principal amount of \$6,012,311 to Avonlea Senior Apartments (the "Project") to be used to support either or both of the Avonlea Senior 9% Owner LLC ("9% Loan") and the Avonlea Senior 4% Owner LLC ("4% Loan") with an estimated \$3,750,000 to support the 9% Loan, and an estimated \$2,262,311 to support the 4% Loan. The final amount of the 9% Loan shall be stated in the Low Income Housing Tax Credit application. The balance of funds will support the Avonlea Senior 4% Owner LLC ("4% Loan"). The total loan funds committed by the County are \$6,012,311.

The Loan will be a subordinate note. The payment of principal and interest shall be made from available cash flow. The Loan will bear interest at a fixed rate of 1.5%, and its term will be 40 years.

Avonlea Senior 9% Owner LLC will comply with all requirements and restrictions in its application for financing from the Virginia Housing. The County hereby consents to reliance on this Commitment by the Virginia Housing in connection with their review of the application for a reservation of Low Income Housing Tax Credits for the Project.

We are looking forward to working with you.

Tim Hemstreet  
County Administrator

APPROVED AS TO FORM:

Assistant County Attorney  
DEPUTY



## Loudoun County, Virginia

www.loudoun.gov

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison St., S.E., Leesburg, Virginia, on Tuesday, February 21, 2023, at 4:00 p.m.

IN RE: FINANCE/GOVERNMENT OPERATIONS AND ECONOMIC DEVELOPMENT COMMITTEE REPORT: Review of Affordable Multi-Family Housing Loan Application for Avonlea Senior Apartments (2011 & 2022: Dulles)

Vice Chair Saines moved the recommendation of the Finance/Government Operations and Economic Development Committee that the Board of Supervisors approve the loan application for Avonlea Senior Apartments for a loan amount not to exceed \$6,012,311 subject to the conditions in the Resolution of the Board of Supervisors Approval of the Avonlea Senior Apartments Loan provided as Attachment 1 to the February 21, 2023, Board of Supervisors Action Item.

Seconded by Supervisor Umstadd.

Voting on the Motion: Supervisors Briskman, Glass, Kershner, Letourneau, Saines, Turner, and Umstadd– Yes; None– No; Supervisors Buffington and Randall – Absent for the vote.

COPY TESTE:

DEPUTY CLERK TO THE LOUDOUN COUNTY  
BOARD OF SUPERVISORS

**RESOLUTION OF THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY  
VIRGINIA APPROVING LOAN TO AVONLEA SENIOR APARTMENTS**

WHEREAS, on August 12, 1997, the Board of Supervisors (the “Board”) established the County of Loudoun Housing Trust (the “Trust”), granting authority to the Board, as Trustee, to spend monies in the Trust to further the provision of Affordable Dwelling Units (“ADUs”) as set forth in Chapter 1450 of the Codified Ordinances of Loudoun County (“Chapter 1450”) and further authorizing the Board to amend the Trust as it deems necessary, provided such amendment is consistent with the purpose of the Trust to further the provision of affordable housing in Loudoun County; and

WHEREAS, on October 12, 2016, the Board amended Article 7 of the Loudoun County Zoning Ordinance (“Article 7”) to allow a developer to satisfy ADU requirements by providing Affordable Housing Units in lieu of ADUs; pursuant to Article 8 of the Zoning Ordinance, an “Affordable Housing Unit” (“AHU”) is defined as a unit for rent or for sale developed pursuant to certain specified Virginia Housing Development Authority (currently known as Virginia Housing, “VHDA”) or United States Department of Housing and Urban Development (“HUD”) programs; and

WHEREAS, on July 20, 2017, the Board amended the Trust to authorize the Board, as Trustee, to grant loans from the Trust to help finance AHUs in a particular development in excess of the minimum number of units necessary to satisfy ADU Program requirements pursuant to Article 7 of the Zoning Ordinance; and

WHEREAS, Avonlea Nine Limited Partnership and Avonlea Four Limited Partnership, Virginia limited partnerships represented by Arlington Partnership for Affordable Housing, a non-profit affordable housing developer (“APAH”), have requested the Board to approve a loan for a total of up to \$6,012,311 (the “Loan”), expected to be allocated as follows: \$1,754,120 to Avonlea Nine Limited Partnership (“9% Loan”) for the Avonlea Senior 9% Apartments and \$4,258,190 to Avonlea Four Limited Partnership (“4% Loan”) for the Avonlea Senior 4% Apartments, which Loan will be sourced from the Trust. The Loan will be secondary financing and will be included as part of the VHDA application for Low Income Housing Tax Credits (“LIHTC”) under the category of a “hybrid” financing structure –applying for both the 9% competitive VHDA LIHTC to be submitted on March 2023 and the 4% non-competitive VHDA LIHTC and tax-exempt bond application to be submitted in August 2023. The Loan will be used in order to construct and develop a 100% AHU multifamily rental development located proximate to Highway 50 and Tall Cedars Parkway, Dulles Election District, consisting of two condominium units treated as two separate developments for tax credit purposes by Avonlea Nine Limited Partnership and Avonlea Four Limited Partnership, to be developed within one building with separate entrances and 130 units total, operated as a single community (the “Project”); and

WHEREAS, the Board has determined that the proposed Loan would further the stated goal of the Trust to advance the provision of affordable housing in Loudoun County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA:

1. The Board approves and permits up to \$6,012,311 Loan of funds from the Trust to be used for either the 9% Loan or the 4% Loan or both, provided that any changes to the allocation outlined herein will be subject to the underwriting and approval of the County in its reasonable discretion. The proposed allocation is as follows: \$1,754,120 to Avonlea Nine Limited Partnership (9% Loan) and \$4,258,190 to Avonlea Four Limited Partnership (4% Loan). Each of the 9% Loan and the 4% Loan will be subject to the following conditions, as applicable:

- A) Avonlea Nine Limited Partnership is awarded the 9% competitive VHDA LIHTC, construction loan, Amazon Reach, and other VHDA programs funding for the Project in the 2023 VHDA competitive process; and
- b) Avonlea Nine Limited Partnership obtains funding for the 9% portion of the Project, excluding the Loan, in the approximate amount of \$29,000,000, which is the source amount needed for the 9% portion of the Project from other sources different from the County as indicated in the Avonlea Nine Limited Partnership Schedule of Sources and Uses of Funds provided to the County, and is the amount of funding the Board took into consideration when calculating the amount of the 9% Loan and the gap financing of the 9% portion of the Project to be covered by the 9% Loan; and
- c) Avonlea Four Limited Partnership is awarded the 4% non-competitive VH LIHTC, tax-exempt bond, Amazon Reach, and other VH programs funding for the Project in year 2023; and
- d) Avonlea Four Limited Partnership obtains funding for the Project in the approximate amount of \$26,000,000, which is the source amount needed for the 4% portion of the Project from other sources different from the County as indicated in the Avonlea Four Limited Partnership Schedule of Sources and Uses of Funds provided to the County, and is the amount of funding the Board took into consideration when calculating the amount of the 4% Loan and the gap financing of the 4% portion of the Project to be covered by the 4% Loan; and
- e) Avonlea Four Limited Partnership shall continue searching in the market for any new financing opportunities or additional sources to reduce the Loan and inform the County on a monthly basis of the organizations/entities/programs contacted and responses received. Any source of funding obtained by Avonlea Four Limited Partnership in addition to the financing referenced in c) above (e.g. additional funding resulting from the Affordable and Special Needs Housing funds, and Federal Home Loan Bank of Atlanta and/or other sources), shall be accounted by Avonlea Four Limited Partnership as follows: (i) if the Loan has been already disbursed, as additional cash flow received by the Project to be applied on a one to one basis to pay principal amount of the Loan or accrued but unpaid interest, as applicable, or, at the discretion of the Board, taking into consideration technical input from Avonlea Four Limited Partnership, the excess funds shall be applied to the Project to provide additional lower rent units affordable to households with incomes at 30% to 50% AMI at the Project; and (ii) if the Loan has not been disbursed, as additional financing to reduce the amount of the Loan up to an amount where the Project maintains same debt service coverage ratio and keeps in compliance with VHDA regulations, or, Avonlea Four Limited Partnership may propose to the Board that the excess funds be applied to the Project to provide additional lower rent units affordable to households with incomes at 30% to 50% AMI at the Project and the Board may review and approve such proposal in its sole discretion; and

- f) At the beginning and at the end of construction of the Project, Avonlea Nine Limited Partnership and Avonlea Four Limited Partnership to submit to the County evidence of the bid and of the actual cost of development and construction of the Project and of any cost saving. Any net savings to the Project calculated after the final cost certification and taking into account any adjustments to the investor capital contributions shall be accounted by Avonlea Nine Limited Partnership and/or Avonlea Four Limited Partnership, as applicable, as additional cash flow to be distributed on a 50% basis shared by the developer and the County to either provide lower rent units affordable to households with incomes at 30% to 50% AMI and/or additional cash flow to be applied to repayment of the Loan; and
- g) Avonlea Nine Limited Partnership and Avonlea Four Limited Partnership to provide to the County an appraisal of proposed land site of the Project containing “as-is” and “as-built or as-complete with restricted rent and income” valuations, and market study of the housing needs of low-income households in the area to be served by the Project; and
- h) Avonlea Nine Limited Partnership and Avonlea Four Limited Partnership can only use the Loan to pay for construction of affordable housing units within the Project (“Approved Use of the Loan”), and shall not use the Loan to pay for operating expenses, social services, project reserves, hard or soft cost contingencies, developer fees, pre-development costs, builder’s profit or overhead, architect administration, syndication related costs, construction management fees, development/financing consultant fees or fees for other non-development related services, or financing fees; and
- i) Within 15 days of receipt of final third party debt and equity commitments, Avonlea Nine Limited Partnership and Avonlea Four Limited Partnership to submit to the County the budget, pro-forma and schedule of sources and uses for the Project; and
- j) The amount of the Loan to Avonlea Nine Limited Partnership and Avonlea Four Limited Partnership to be disbursed by an escrow account agent pursuant to an escrow account agent agreement approved by VHDA, if required, the County, and Avonlea Nine Limited Partnership and Avonlea Four Limited Partnership, as applicable, only for the Approved Use of the Loan, and in accordance with final schedule of sources and uses approved by VHDA, the County and APAH; and
- k) Avonlea Nine Limited Partnership and Avonlea Four Limited Partnership to grant and record in the Loudoun County land records 75-year affordability restrictive covenants, approved by the County, that run with the land on the Project for the benefit of the County; and
- l) Avonlea Nine Limited Partnership and Avonlea Four Limited Partnership to grant an assignable right of first refusal to the Board to purchase the Project, or a portion of it, subject to APAH’s priority right of first refusal, in accordance with the right of first refusal agreement with the County, in the event of the Project, or a portion of it, being transferred, sold or refinance; and
- m) Recordation of Homeowners Association/Condominium Declaration(s), as applicable, shared use or development agreement, and/or granting of easement, as applicable, to allow tenants of the Project to use, at no additional cost to such tenant, the common, social and recreational common facilities, including but not limited to swimming pool, fitness center, community center, trails and sidewalks (the “Active Recreation Space”) at the Project, and each tenant of the Project to be able to use, at no additional cost to such tenant, any Active Recreation Space located on the larger residential area of the Avonlea development

(ZMAP-2016-0011 approved on 4/1/2022), including the adjacent land intended to be acquired by APAH in 2025; and

n) Avonlea Nine Limited Partnership and Avonlea Four Limited Partnership to provide in-unit Wi-Fi to the residents of the Project, at no additional cost to the tenants; and APAH to provide on-site resident services to residents of the Project, at no additional cost to the tenants; and

o) Avonlea Nine Limited Partnership and Avonlea Four Limited Partnership to include this Resolution when requesting proposals from lenders and/or investors, including equity investors. No terms negotiated between APAH, Avonlea Nine Limited Partnership, Avonlea Four Limited Partnership and other parties shall violate this Resolution; and

p) The following terms apply to the Loan:

A) Interest Rate: Fixed rate of interest of 1.5% per year;

B) Repayment of the 9% Loan: The 9% Loan should be fully repaid prior to year 35 of the 9% Loan by using certified cash flow of the Project (Avonlea Senior 9% Apartments) as follows: 50/50% of certified cash flow split between the County and Avonlea Nine Limited Partnership until year 15 of the 9% Loan or a time when the deferred developer fee is paid, whichever comes first, and 75% of such cash flow to the County thereafter through full repayment of the 9% Loan. Until the deferred developer fee is paid, Avonlea Nine Limited Partnership shall use 100% of its 50% split of the cash flow to pay the deferred developer fee. If the 9% Loan is not fully repaid by year 40 of the 9% Loan, the accrued but unpaid amount of the 9% Loan shall be paid in full by a single balloon payment on January 1, 2065;

C) Repayment of the 4% Loan: The 4% Loan should be fully repaid prior to year 35 of the 4% Loan by using certified cash flow of the Project (Avonlea Senior 4% Apartments) as follows: 50/50% of certified cash flow split between the County and Avonlea Four Limited Partnership until year 15 of the 4% Loan or a time when the deferred developer fee is paid, whichever comes first, and 75% of such cash flow to the County thereafter through full repayment of the 4% Loan. Until the deferred developer fee is paid, Avonlea Four Limited Partnership shall use 100% of its 50% split of the cash flow to pay the deferred developer fee. If the 4% Loan is not fully repaid by year 40 of the 4% Loan, the accrued but unpaid amount of the 4% Loan shall be paid in full by a single balloon payment on January 1, 2065;

D) Annual cash flow (aka residual receipts) to be certified by approved accountant and calculated as cash flow from operations available after payment of primary debt. Interest paid first with each annual payment. Any remaining cash applied to reduce principal. Any annual interest due, but not fully paid, will carry over to the following year, but will not compound;

E) Cash flow (aka residual receipts) means for each fiscal year of Avonlea Senior 9% Apartments and Avonlea Senior 4% Apartments, as applicable, that the total gross revenues for such fiscal year plus any amounts released from Project's reserve or escrow account as no longer being necessary to be held as part of such reserve or escrow account, minus the sum of the fiscal year (a) total senior lender debt service payments, (b) total approved operating expenses, (c) payments by Avonlea Senior 9% Owner, LLC or Avonlea Four Limited Partnership, as applicable, into the required by VHDA capital replacement reserve, and (d) VHDA monitoring fee payment, if any. Within the compliance period as set forth by VHDA, the Borrower

may use an amount to be released from the Project's reserve or escrow account to pay the deferred developer fee.

F) Loan secured by a promissory note (granted by Avonlea Nine Limited Partnership and Avonlea Four Limited Partnership, as applicable) secured by deeds of trust on the land acquired for the Project plus improvements owned by Avonlea Nine Limited Partnership and/or Avonlea Four Limited Partnership, as applicable; the note and respective deed of trust to be subordinated to the primary lender or the permanent loan; at all times with a secured priority for the Loan no lower than second position with respect to any lender; and

G) The Loan shall be used to finance only the Project, as described in the Loan application, whose main terms are as follows: (i) one five-story building and a total of 130 units, community room, computer room, fitness center; (ii) 100% of units and common areas of the building to comply with Universal Design standards; (iii) building to be certified as compliant with EarthCraft Gold standard or equivalent green building standard; (iv) 13 either UFAS or ANSI fully accessible units, fully wheel-chair accessible, including 3 visual/hearing impair; (v) mix of about 84% (109 units) one-bedroom, and 16% (21 units) two-bedroom; (vi) no less than 7 units to serve households with incomes at 30% AMI, no less than 34 units to serve households with incomes at 50% AMI or less, and no more than 89 units to serve households with incomes at 60% AMI; and (vii) leverage ratio of County's funding against other funding sources no lower than 1:10; and

H) The Loan and the Loan documentation are subject and should be consistent with the terms and conditions of the VHDA LIHTC, VHDA Reach, VHDA Reach Plus, VHDA Amazon Reach, and VHDA bond program, and the conditions of the Trust, as amended; subject to VHDA requirements, the Loan and its repayment shall be consistent with the terms outlined in this Resolution and the February 21, 2023 Board Regular Business Action Item. The Loan documents must be approved by both VHDA and the Loudoun County Attorney; and

I) The characteristics of the Project offered in the application submitted to VHDA shall not be inferior from the characteristics identified in sub-paragraph G) above; and

J) A copy of the funding application submitted to VHDA for the Project shall be provided to the County within 15 days of such submission; and

2. The Loudoun County Department of Housing and Community Development has assigned, pursuant to the selection process set forth in the Loudoun County Administrative Plan for Project-Based Vouchers approved by the Board on October 13, 2014, and last revised on October 20, 2020, 8 Project-Based Vouchers to provide rent subsidies at the Project.

3. The Project is located in a defined Revitalization Area in the County of Loudoun pursuant to resolution adopted by this Board on February 4, 2020 in accordance with section 36-55.30:2.A of the Code of Virginia of 1950, as amended, as a Revitalization Area where (i) the industrial, commercial or other economic development of such area will benefit Loudoun County but the Revitalization Area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and (ii) private

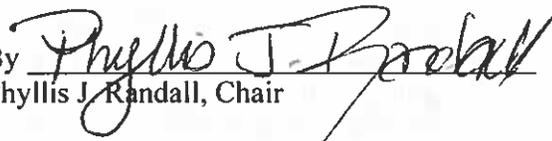
enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within the Revitalization Area and thereby create a desirable economic mix of residents in such area. Resolution of the Board creating the Revitalization Area is attached herein as Attachment 1. The Revitalization Area is shown on Exhibit A of such Resolution; and

4. The Board agrees to set aside from the Trust an amount up to \$6,012,311 to be lent to Avonlea Nine Limited Partnership and/or Avonlea Four Limited Partnership, subject to compliance with all and each of the terms and conditions of this Resolution. The County Loan should close not later than December 31, 2024, after which date the amount approved in this Resolution will no longer be available unless approved by the Board. The County Administrator or his designee is authorized to execute the final Loan documents, consistent with this Resolution, in final form approved by the County Attorney or his designee.

Board of Supervisors of Loudoun County, Virginia

Attest:

  
\_\_\_\_\_  
Tim Hemstreet  
Clerk to the Board

By   
\_\_\_\_\_  
Phyllis J. Randall, Chair

This Resolution was approved by the Board of Supervisors this 21<sup>st</sup> day of February, 2023.

March 15, 2023

Mr. J.D. Bondurant  
Director of Tax Credit Programs  
Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220-6500

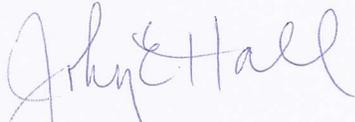
Re: Land Development & Permit Fee Waivers, Avonlea Senior 9% Owner LLC

Dear Mr. Bondurant:

On September 14, 2022, the Board of Supervisors of Loudoun County (the "County") adopted a new chapter of the Codified Ordinances of Loudoun County to create an Affordable Housing Land Development Application (LDA) and Development Permit Fee Waiver Program. This program provides land development and permit fee waivers for any 100 percent affordable housing development, starting July 1, 2023. A maximum of \$100,000 is available as fee waivers through this program. The Department anticipates that Avonlea Senior 9% Owner LLC, a Virginia limited liability company, will be eligible and receive \$100,000 in fee waivers, assuming all program requirements are met.

I hope this information is helpful.

Sincerely,



John E. Hall  
Director

# **Tab U:**

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



Arlington Partnership  
For Affordable Housing

**Virginia Housing Free Renter Education Acknowledgement  
for residents of Avonlea Nine**

I \_\_\_\_\_, acknowledge that I have received information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the materials available at the link provided here: <https://www.virginiahousing.com/renters/education>. From this website, I can review the following educational topics:

- Rental Search
- Renter Education Online Course
- Renter Education Guide eBook
- Fair Housing Resources
- Renter Rights and Responsibilities
- Renter Programs
- Housing Counselors

By signing below, I acknowledge that I have read this form and understand how to access the Virginia Housing free renter education materials.

Resident Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Date: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

**RIGHT OF FIRST REFUSAL AGREEMENT**  
**(Avonlea Nine Apartments)**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among AVONLEA NINE LIMITED PARTNERSHIP, a limited partnership formed under the laws of the Commonwealth of Virginia (the "Owner" or the "Partnership"), ARLINGTON PARTNERSHIP FOR AFFORDABLE HOUSING, INC., a Virginia non-stock corporation (the "Grantee"), and is consented to by AVONLEA NINE DEVELOPMENT LLC, a Virginia limited liability company (the "General Partner"), [INVESTOR ENTITY], a [[\_\_\_\_\_]] limited liability company (the "Investor Limited Partner") and [[\_\_\_\_\_]] SPECIAL LIMITED PARTNER, L.L.C., a [\_\_\_\_\_] limited liability company (the "Special Limited Partner"). The General Partner, the Investor Limited Partner and the Special Limited Partner are sometimes collectively referred to herein as the "Consenting Partners." The Investor Limited Partner and Special Limited Partner are sometimes collectively referred to herein as the "Non-General Partners". 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] Agreement of Limited Partnership dated on or about the date hereof by and among the Consenting Partners (the "Partnership Agreement"), is engaged in the ownership and operation of a sixty-five (65)-unit apartment project for families located in Loudoun County, Virginia and commonly known as "Avonlea Nine Apartments" (the "Project"). The real property comprising the Project is legally defined on Exhibit A.

B. The Grantee is the sole member of the General Partner of the Owner and is instrumental to the development and operation of the Project; and

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

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Partnership 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 Partnership 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 Partnership 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 Partnership of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Partners). The Partnership 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 ninety (90) days to deliver to the Partnership 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 General Partner (with such solicitation permitted to begin at any time following the end of the fourteenth (14<sup>th</sup>) 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-General Partners 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 two hundred seventy (270) days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Partnership 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 Limited Partners. 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 Limited Partners 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 Partners:

(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 Loudoun County, Virginia not later than the timeframes

set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "**AS IS, WHERE IS**" and "**WITH ALL FAULTS AND DEFECTS**," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Limited Partner 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 Limited Partner, 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 Limited Partner as a partner of the Partnership for federal income tax purposes) then the parties shall amend this Agreement and the Limited Partners 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 Partnership set forth in Article II of the Partnership Agreement;
- (ii) If to a Consenting Partner, at their respective addresses set forth in Schedule A of the Partnership Agreement; and
- (iii) If to the Grantee, 4318 N. Carlin Springs Road, Arlington, VA 22203.

#### 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, the Partnership, Investor Limited Partner 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 nonprofit 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 Partners.

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 116<sup>th</sup> 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]

10/11/2011 10:00 AM  
10/11/2011 10:00 AM

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

**OWNER:**

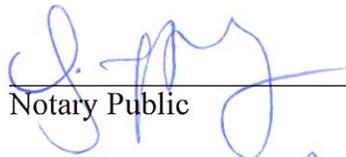
**AVONLEA NINE LIMITED PARTNERSHIP**, a Virginia limited partnership

By: Avonlea Nine Development LLC, a Virginia limited liability company, its general partner

By:   
Name: Carmen Romero  
Title: President

COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF Arlington )

On March 7, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Carmen Romero, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as the President of Avonlea Nine Development LLC, which is the General Partner of Avonlea Nine Limited Partnership, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

  
Notary Public  
Commission expires: August 31, 2026  
Registration No.: 7770865

TYREISHA E PUGH  
NOTARY PUBLIC  
REG. #7770865  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES AUGUST 31, 2026





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

**INVESTOR LIMITED PARTNER:**

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

By: [ ]

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

**SPECIAL LIMITED PARTNER:**

[ ] [ ] 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

[insert legal of condo unit(s)]

# **Tab W:**

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

# Providing free Wi-Fi at Avonlea Nine

## Overview

### 1.) Security and Maintenance

- a. Contract with an IT provider to install and maintain a firewall at the router level to prevent intrusion attempts.
- b. Use same IT provider to maintain the deployed technology.

### 2.) Education

- a. Provide computer basics and internet safety training intermittently as optional for residents to attend. Include lessons as part of package to disburse to residents.
  - i. Lessons included on page 5.
- b. Include disclaimers and internet security guidance in the Acceptable Use Policy (page 3) and the Acknowledgment (page 4) about inherent risks in using the internet.

# Acceptable Use Policy

Residents of Avonlea Nine must agree to and follow the acceptable use policy when using the Avonlea Nine network.

1. All Avonlea Nine Residents must adhere to all federal and state laws when using Avonlea Nine's network, services and/or internet access.
2. Spam may not be distributed using mail servers connected to the Marbella North Nine network. Any computer on the Avonlea Nine network that is infected with spam generating software and that distributes spam, with or without the Owner's knowledge or consent, may be disconnected from or denied access to the Avonlea Nine network at the discretion of Avonlea Nine.
3. Viruses, malware, or other malicious code may not be distributed using computers connected to the Avonlea Nine network. Any computer on the Avonlea Nine network that is infected with malicious code and distributes malicious software, even without the Owner's knowledge or consent, may be disconnected from the network at the discretion of Avonlea Nine.
4. Illegal file sharing is not allowed, and computers engaged in such activity may not be connected to the Avonlea Nine network. Any computer on the Avonlea Nine network that is infected with illegal file sharing software and distributes copyrighted materials, even without the Owner's knowledge or consent, may be disconnected from the Avonlea Nine network at the discretion of Avonlea Nine.
5. The service is designed for personal, general Internet use including streaming, web surfing, e-mail access, and all other possible legal online activities. Residents are not allowed to host **public servers** of any kind or use static IPv4 IP addresses. Avonlea Nine may disconnect Residents who use the service for activities deemed to exceed typical residential use.
6. You agree to allow personnel of Avonlea Nine and its partners reasonable access to your unit for proper maintenance of equipment.
7. The Access Points being distributed **are property of Avonlea Nine** and may not be removed from the premises. Should your time at Avonlea Nine come to an end, you may **not** take the access point with you. Doing so may result in a charge or forfeiture of your security deposit.
8. Like any commercially provided Internet Connection, this service is subject to usage monitoring. Anonymity is not guaranteed on the internet. Avonlea Nine Staff will **not** have access to browsing data, however Avonlea Nine **will** be alerted by the data center, the connection provider, should they detect a unit misusing the service as outlined in sections 1, 2, 3, 4, or 5. Gross misuse may result in the entire building being cut off by the data center, disrupting your neighbors as well.
9. Using the internet has inherent risks, be aware of the sites you navigate to, make sure they are using https (which you can verify by looking at the status bar) and don't give out personal information unless you have verified the legitimacy of a website.
10. Avonlea Nine's Acceptable Use Policy may change without notice. All changes will be shared via flyers before taking effect.

# Acknowledgement of Goods Received

Unit Number \_\_\_\_\_

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

E-mail \_\_\_\_\_

**By signing below, you acknowledge the following:**

- 1.) You are currently living at Avonlea Nine and you have been walked through the following materials:
  - a. Avonlea Nine's Acceptable Use Policy
  - b. This acknowledgement form
- 2.) That you are receiving **one** access point for your household, and it is currently installed in your unit.
- 3.) That the access point you are receiving is the property of Avonlea Nine. You do **not** own this Access Point. Should your time at Avonlea Nine come to an end, you may **not** take the access point with you. Doing so may result in an additional charge or forfeiture of your security deposit.
- 4.) Should an issue arise with your connectivity, please alert the contracted Internet Service Provider [to be finalized once a service agreement is executed], giving them your name and unit number. Upon moving into your unit, you will be provided with their contact information. Please contact the leasing office in case you are not provided with this information. If you damage or break the Access Point by accident or negligence you may be charged for replacing the unit.
- 5.) If the Access Point or power cable fails on its own, you will not be charged for replacing the unit.
- 6.) The Access Point should not be moved to another unit without previous authorization from Avonlea Nine or APAH staff.

x

\_\_\_\_\_  
Signature

/ /

\_\_\_\_\_  
Day / Month / Year



Arlington Partnership  
For Affordable Housing



# Lesson 1 Part 1

## Introduction to Computing

## Introduction

- ▶ Who We Are
- ▶ What You Will Learn
- ▶ Class time 6PM until 730PM
- ▶ Class Etiquette
  - Breaks, cell phones, questions
- ▶ You get out of it what you put into it

## A Computer is:

- ▶ A **machine** that manipulates/processes data (inputs) according to a set of instructions and produces/displays an output
- ▶ Combination of hardware and software

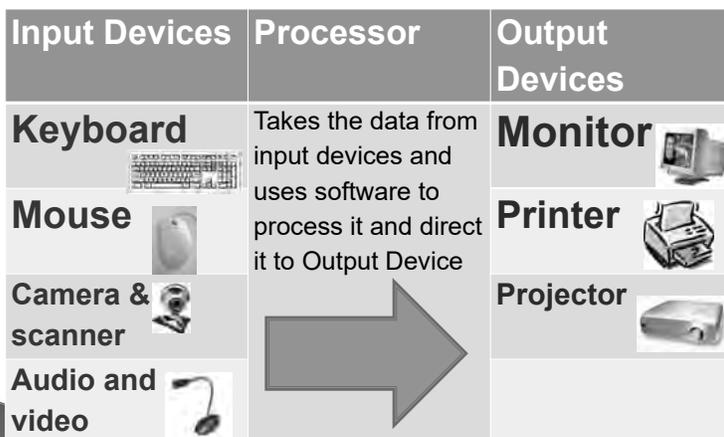


3

## Hardware and Software

- **Hardware** – Physical parts of the computer. Anything that you can touch.
- **Software** – Instruction sets that run on **hardware** that create files, perform calculations, and display webpages (kind of like a cookbook)

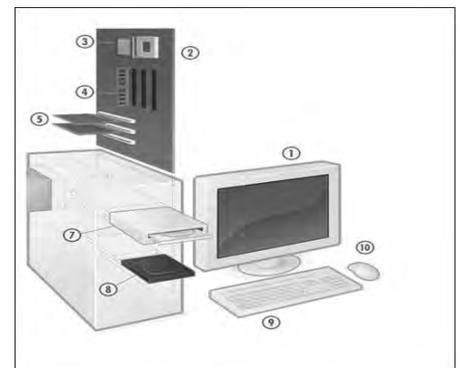
## How A Computer Works



5

## Hardware

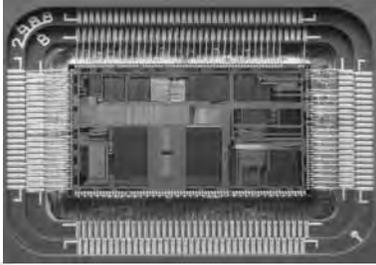
- The Hardware Parts*
- Output Device**
    1. Monitor (Screen)
  - Processing**
    2. Mother Board
    3. Central Processing Unit (CPU)
  - Storage**
    4. Memory Cards – RAM
    5. Circuit Board
    7. CD Rom Drive
    8. Hard Drive
  - Input Devices**
    9. Keyboard
    10. Mouse



4

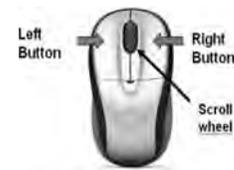
## Central Processing Unit (CPU)

- ▶ The CPU is an electronic circuit that can execute software in MIPS (millions of instructions per second!)
- ▶ The CPU is the “brain” of the computer



## Mouse

- ▶ Desktop Mouse



- ▶ Touchpad – laptop mouse



7

## Mouse Functions

- ▶ Click = Press Left Button (**Select**)
- ▶ Double Click = Press Left Button Twice Quickly (**Open**)
- ▶ Right Click = Press Right Button (**Options**)

### Cursor Shapes

- While you are waiting for your document to open the cursor might change shape, from  to 
- While the cursor looks like  just be patient while the computer is busy
- Drag your mouse around the document and notice how the cursor changes shape, from  to 
- When you see  click
- Adjust the size of text boxes windows, panes and cells using arrows    

## Keyboard

- ▶ Input Device with alpha, numeric, punctuation, symbols, and navigation keys



Home Row: asdf jkl;

10

## Software

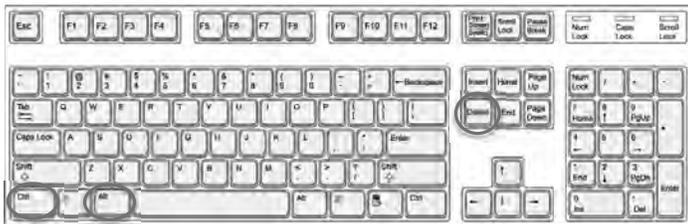
- ▶ Operating System – The software that works with the hardware to control the computer’s operations. Most computers have Microsoft Windows (such as Windows 7, Windows Vista)
- ▶ Programs – The software that users interact with to perform their work. Common applications include Microsoft Word, Excel, PowerPoint, Internet Explorer, and Firefox. Google Chrome

## Turning On the Computer



5

## Practice: Ctrl + Alt + Del → Enter



## Logging Onto Laptop with Student ID & Password



## Opening a Program

- Use the Start button to access "All Programs"



- Then select the program that you want to open



## Exercise - Typing Practice

- Open the program "Microsoft Office Word"  
Start > All Programs > Microsoft Office > Microsoft Office Word
- Key in the following Home keys 10 times:  
asdf jkl; [Enter]
- Key in the following 10 times:  
Your name. Press SHIFT key for upper case letters.

## Exercise - More Typing Practice

- Key in the following 5 times:  
Today's date: November 7, 2016
- Key in the following 5 times:  
. , ; : / ? ' "
- Key in the following 5 times:  
Your favorite movie or music.

## Turning Off or Shut Down Computer



# Lesson 1 Part 2

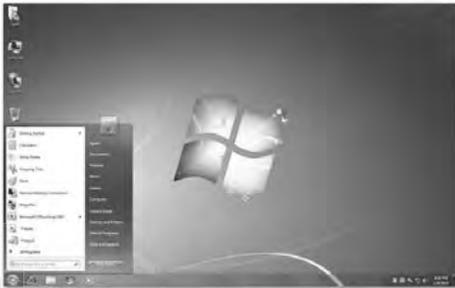
## Introduction to Computing

### Agenda

- ▶ Computer Desktop
- ▶ Files and Folders
- ▶ Windows
- ▶ Memory
- ▶ Keyboarding

### Desktop

- ▶ What do you keep on a regular desktop?
  - Pens, paper, stapler, paper clips
- ▶ What is a Computer Desktop?
  - Place to store frequently accessed programs, files, photos, etc.



3

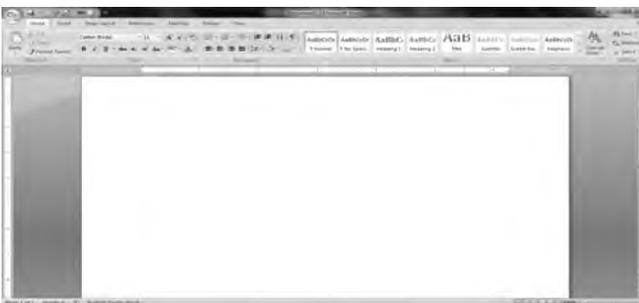
### Opening a Program

- Use the Start button to access “All Programs”
- Then select the program that you want to open



### Windows and MS Word

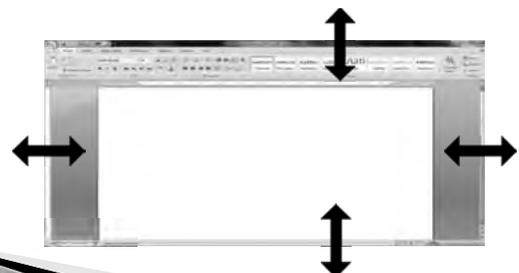
- ▶ Open program → Microsoft Word



5

### Windows

- ▶ Exercises:
  - Minimize, Maximize, Close button
  - Resize window to tall and thin
  - Resize window to short and wide

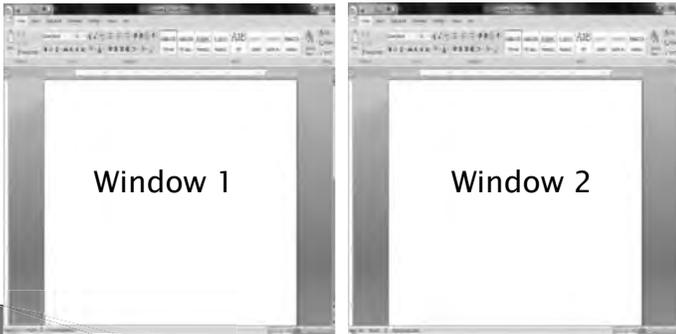


7

6

# Windows

- ▶ Exercise:
  - Open two windows and place side by side. Why?



# Files and Folders

- ▶ File = electronic version of a document, spreadsheet, presentation, etc.



- ▶ Folder = used to organize files

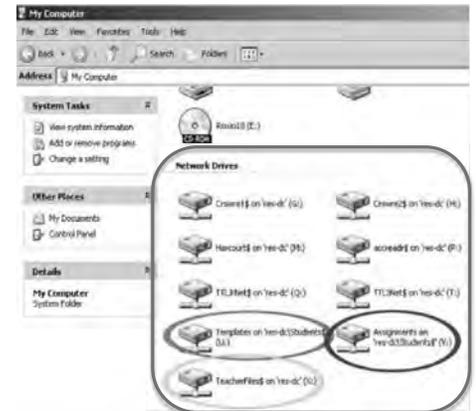


# Memory

- ▶ Places to store files:
  - Hard Drive - My Documents on the computer
  - DVD - 
  - Flash Drive - 
  - The "Cloud" -
  - Discussion of Pros and Cons for each type of memory

# Memory

- ▶ Another place to store files:
  - Network Drive
  - Company's data system
  - Used only by members of that company



# File Exercises

- ▶ Save new Word document
  - File > Save As
  - Choose a file name and save in My Documents
- ▶ Create new folder in My Documents
  - Name the folder "Class"
  - Create 3 files in Word: "Resume" "Budget" and "Jobs"
  - Select and Drag each file into the "Class" folder

# Keyboarding

- ▶ Home Row
- ▶ Backspace and Delete
- ▶ Space Bar
- ▶ Shift
- ▶ Enter
- ▶ Tab



## Keyboarding Practice

- ▶ Type three sentences in “Resume” file.
- ▶ REMEMBER TO SAVE YOUR DOCUMENT.
- ▶ Type three sentences in “Jobs” file.
- ▶ REMEMBER TO PRACTICE EACH DAY.
- ▶ QUESTIONS!!!!????

## Turning Off or Shut Down Computer



13

# Lesson 2

Internet Security  
Navigating the Internet  
Social Media  
Voice over Internet Protocol (VoIP)/Chat

## Agenda Part 1

- ▶ Computer Security—Why?
- ▶ Create Strong Passwords
- ▶ Backup/Save Your Data
- ▶ Online Banking Primer
- ▶ Buying Things Online
- ▶ Online Tracking

## Computer Security—Why?

- ▶ Anti-Virus Software
  - Microsoft Security Essentials (free), McAfee, Norton: scans your computer for potential viruses.
- ▶ Flash Drives
  - Be careful using flash drives from other people.
- ▶ Updates
  - Always click 'YES' to Anti-Virus and Windows Updates.
- ▶ Firewall
  - NEVER disable the Windows Firewall (ON by default)

## Create Strong Passwords

- ▶ All passwords must be airtight strong.
  - Reduces chances of hacking and ID theft.
- ▶ At least 10 characters with lower case, upper case, and special characters !@#%&\*
  - Can create a unique phrase or sentence that no one knows or is published. No birthdates, 12345, ABCDE, social security #.
  - Write down each password and place somewhere safe.
- ▶ Use different passwords for EACH account.
  - Computer
  - Online Banking
  - Social Media: Facebook, Twitter, Instagram

## Create Strong Passwords

- ▶ **Class Exercise:**
  - Create a password together
  - At least 10 characters with lower case, upper case, and special characters !@#%&\*

## Back Up Your Data

- ▶ SAVE, SAVE, SAVE
  - Save your files early and often!
- ▶ Backups
  - Computers can crash one day. Hard drives can become corrupted and viruses can erase files.
  - Periodically save a copy of your files to a flash drive or backup hard drive.
- ▶ Cloud Storage
  - Google Drive, Drop Box, backup files regularly
- ▶ Magnets
  - NEVER put a magnet near a computer. Can wipe data off the hard drive and ruin the monitor.



## Online Banking

- ▶ Online Banking
  - Only access online banking sites from home computer.
  - Never access on a shared computer.
- ▶ Key in URL addresses in Browser.
- ▶ Don't automatically click links in email.  
www.bankofamerica.com  
**not same as**  
www.bankofamerica.com.fakewebsite.exe  
This is a **DANGEROUS** link.

7

## Buying Things Online

- ▶ Only purchase items from well-known websites.
- ▶ Ensure the URL contains **https** and the lock symbol before entering credit card info.
- ▶ NEVER wire money as payment.



8

## Online Tracking 1

- ▶ Websites remember where you have visited like Google & Facebook.
  - Why? So they can target sales ads to fit your interests.
- ▶ Also, sites are saved on the web browser.
  - To remove:
    - Firefox: History > Clear Recent History
    - Chrome: Clear Browsing Data

9

## Online Tracking 2

- ▶ Prevent Online Tracking
  - Sign out of email when searching online.
  - Use Private Browsing.
- ▶ Firefox: Preferences > Privacy > Tracking
- ▶ Chrome: File > New incognito window

10

## Agenda Part 2

- ▶ Popular Uses of the Internet
- ▶ Internet Vocabulary
- ▶ Cable Internet Service & Connection
- ▶ Web Browser
- ▶ Format of URL Web Address
- ▶ Finding Stuff on the Internet

11

## Popular Uses of the Internet

To do this	What to use
▶ View Websites	▶ Browsers: Firefox, Chrome, Safari, Opera
▶ Send & receive messages & documents	▶ Gmail, Outlook, Yahoo
▶ Send and receive short text messages	▶ Cell phone carriers
▶ Locate places on a map & get directions	▶ Google maps, Mapquest, Rand McNally

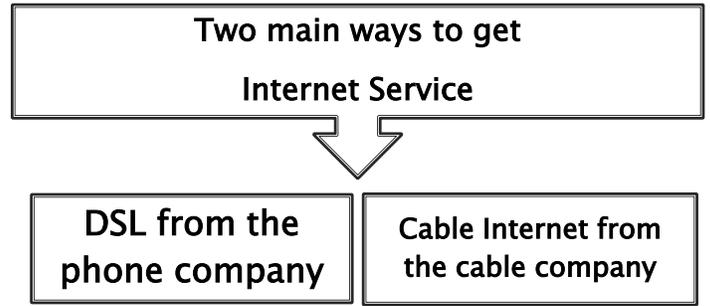
11

12

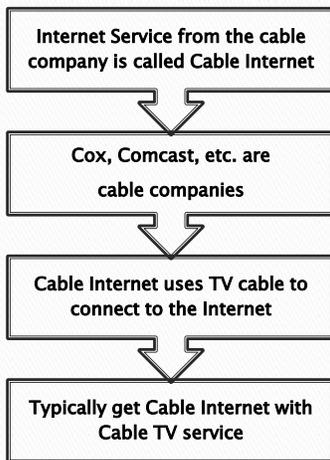
# Internet Vocabulary

- ▶ Website: One organization’s location on the Web.
- ▶ Browser: Software used to explore or “surf” the Web.
- ▶ URL: Address used to go to a website.
- ▶ Link: Text or picture when clicked with your mouse takes you quickly to a website.
  - [www.nytimes.com](http://www.nytimes.com)

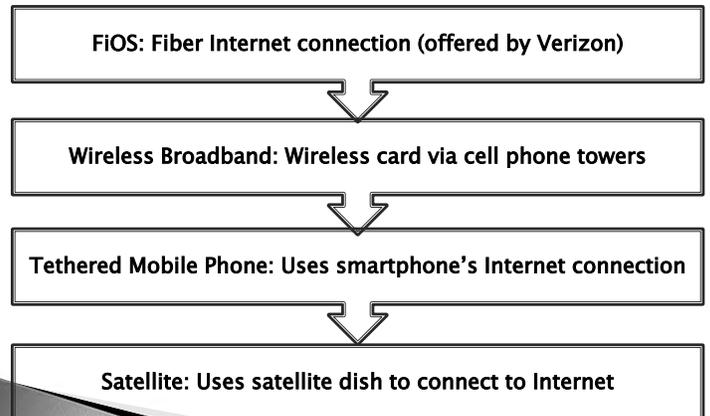
# How Do I Get Internet Service?



# Cable Connection



# Other Types of Internet Service



# Connecting to the Internet

- ▶ Computer connects with cables to router



OR

- ▶ Computer connects wirelessly to router = Wi-Fi



- ▶ Caveats, snooping, intercepting signals

# Web Browsers

- ▶ An Application used to view web pages and navigate websites on the Internet



- ▶ Opera, Firefox, Safari, Chrome, Microsoft Edge

# MS Edge Web browser

## Parts to a Browser Window



19

# Navigating Backward & Forward



- ▶ While browsing the internet, the Browser remembers websites visited.
- ▶ Use Back Button to return to previous sites.
- ▶ Use Forward Button to go in reverse direction.
- ▶ Often, when opening a new link, the website will appear in a new Tab or window.

20

# Format of URL Web Address

www.washingtonpost.com

Often starts with "www" = Worldwide Web

Domain Name

Type of website

- Commercial (.com)
- Non-profit (.org)
- Educational (.edu)
- Government (.gov)

21

# SEARCHING on the Internet

Question: Over 10 billion websites, how do I find the right one?

Answer: Use a search engine & key words.



22

# SEARCHING the Internet (cont'd)

▶ For example, find information about the Amazon River in South America.

▶ In the search box, key in Amazon River.



23

# Interpreting Search Results

- Results page shows hundreds of websites or "hits."
- Each "hit" shows:
  - Blue link that takes you to the website.
  - Sample of text from the website.
  - URL of the website (in green).

One of the hits



24

## Your Turn on the Internet

- ▶ Find the name and height of the tallest mountain in the world.
- ▶ Find the name of the winner of the World Cup.
- ▶ Find an image of the Washington Wizards logo.
- ▶ Using Google maps, find directions from Arlington City (your address in this building) to a Harris Teeter market.

## Email Communications

- ▶ Email is a way to send electronic messages to anyone in the world instantly.
- ▶ Email Services:
  - Gmail
  - Outlook (reinvented Hotmail)
  - Yahoo!
  - AOL Mail

PC Magazine  
<http://www.pcmag.com/article2/0,2817,2408983,00.asp>

25

## Email Security

- ▶ Most common way for a computer to be infected with a virus or get hacked.
- ▶ Be wary of suspicious looking emails
  - “You just won a prize!”
  - “Your account has been locked.”
  - Pay attention to poor grammar, awkward, and unprofessional writing—signs of potential danger.
- ▶ NEVER
  - Open an email from someone you don’t know
  - Open attachments that end in .exe .com .bat
  - Click on links inside emails

## Email Addresses

- ▶ Must use an email address to send message to another person.
- ▶ Contains a username and a domain separated by the ‘@’ symbol.
- ▶ The ‘@’ symbol stands for the word “at.”
- ▶ Example: john.smith@gmail.com

## Email Address vs. URL

- ▶ Email Address
  - Identifies a person or entity
  - Always has the @ symbol
  - Shows the email service provider
  - Example: **john.smith@gmail.com**
- ▶ URL
  - Identifies a website
  - Usually begins with www, name of website, extension
  - Example: **www.carpentersshelter.org**

## Sign Up/Sign In to Email

- ▶ If you already have an email account, sign into your account.
- ▶ If you don’t have an email account, create one by going to [www.gmail.com](http://www.gmail.com)
  - Click “Create an Account” button **CREATE AN ACCOUNT**
  - Enter a name, username, and create a password.
  - Make sure your password has at least 10 characters with lower case, upper case, and special characters.
    - See next slide.

## Create Strong Passwords

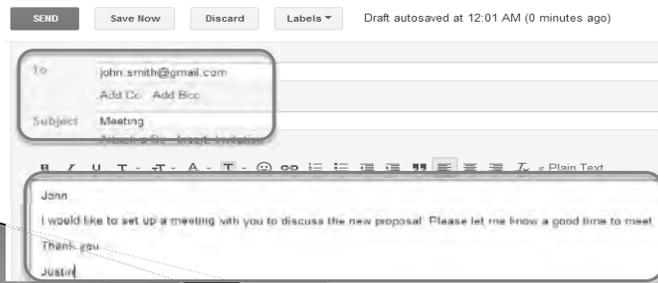
- ▶ At least 10 characters with lower case, upper case, and special characters !@#\$\$%&
- ▶ Can create a unique phrase or sentence that no one knows or is published.
- ▶ No birthdates, 12345, ABCDE, social security #.
- ▶ Write down each password and place somewhere safe.

31

## Compose an Email

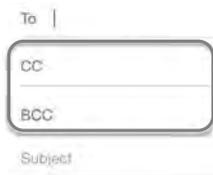
- ▶ Click on the Compose button 

- ▶ Three parts to an email:
  - To, Subject, and Message



## CC and BCC

- ▶ Carbon Copy (CC)
  - Send a copy of the email to your supervisor.
- ▶ Blind Carbon Copy (BCC)
  - Send a copy of the email to your supervisor, but do not want the client to know.
  - Not recommended to do. Can **forward** a copy to your supervisor afterwards.



## Reply, Reply All, Forward

- ▶ Reply – send an email **back to someone** who sent you an email.
- ▶ Reply All – send an email back to **everyone** who was on the email.
- ▶ Forward – send an email that you received to **someone else**.



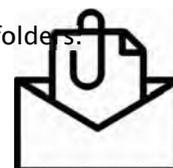
## Exercise

- ▶ Send an email to someone in class.
- ▶ Ask them “What is your favorite restaurant?”
- ▶ Open the email that you receive.
- ▶ Reply with the name of your favorite restaurant.

## Attachments



- ▶ Email can be used to send files.
  - Documents, Spreadsheets, Presentations, Images.
- ▶ File size typically limited to 20–25 MB (megabytes).
- ▶ Click ‘Attach a file’ button and locate the file.
  - Typically in ‘Documents’ or ‘Pictures’ folders.
  - Drag & Drop feature available.



## Exercise

- ▶ Create a Word document
  - Type three sentences describing your dream job.
  - Save the document as 'Resume' in 'Documents' folder.
- ▶ Compose and send an email to someone in class with 'Resume' document attached.

## Email Etiquette

- ▶ Resist using Reply All unless applicable. Just use Reply.
- ▶ Don't use BCC (may make message look suspicious).
- ▶ Don't forward "chain letters" or jokes (especially at the office).
- ▶ Don't send anything negative about a person or your company. Why?
  - Any email you send at work may be read by your employer.

## Email Etiquette (cont'd)

- ▶ Don't send anything in an email you would be uncomfortable seeing on the front page of a newspaper.
- ▶ Emails can get forwarded to anyone anywhere.
- ▶ NEVER open email attachments from people you don't know.
  - Most common way to infect a computer virus.

## Voice over IP (VoIP)/Chat Communications

- ▶ Voice over IP and Chat tools are a way to communicate with someone on another computer or Smart Phone
- ▶ Applications include: SKYPE, G-Chat and Google Video, Facebook Messenger, WhatsApp, Face Time, etc.



## Voice over IP (VoIP)/Chat Communications (cont'd)

- ▶ Applications have many similar features and allow you to chat or share video or have person to person video chats, live
- ▶ Applications are available for free and downloadable to your desktop
- ▶ To enjoy enhanced features you can pay extra

## Turning Off your Computer



# APAH Lesson 3

## Advanced Internet Topics

## Agenda

- › Arlington Co. Dept. of Human Services website
- › Arlington Co. Government Website
- › “Common Sense Media” (resources for families/parents)
- › Library Websites & resources
- › “Lynda.com” free to residents with library card
- › Resume resources and websites
- › Job Searching hints
- › Applying for jobs online

### Arlington Co. Human Services Main page

- › Multi purpose site for all your needs
  - <https://departments.arlingtonva.us/dhs>



### Arlington Co. Human Services (Cont'd)

- › “Cards” displaying varied content of interest



### Arlington Co. Human Services Website (Cont'd)

- › The Resident Housing link was selected.



### Arlington Co. Govt. Website

- › URL of website: <https://www.arlingtonva.us/>



## Arlington Human Services Website (Cont'd)

- ▶ Many aspects of site available in Spanish



## Common Sense Media - Why?

- ▶ Website to assist with families with Children URL: <https://www.commonsensemedia.org/>



## Common Sense Media

- ▶ Independent Non-profit organization that attempts to assist families and their kids in navigating the web and all data out there,
- ▶ Provide Movie and Book Reviews,
- ▶ Best movies for kids along with reviews,
- ▶ Age appropriate information on media.



## Arlington Library "Lynda" Website

- ▶ Lynda.com is a learning website available to Arlington County residents with a valid library card (Now run by *LinkedIn* learning)



## "Lynda.com" Website (Cont'd)

- ▶ On line courses, certifications, Learn software, creative, and business skills to achieve your personal and professional goals. Join today to get access to thousands of courses.



## Resume Resources

- ▶ Get assistance with writing your resume from many sources on line.



## Resume Resources

- ▶ Get assistance with writing your resume from many sources on line. Indeed.com:



13

## Resume Resources

- ▶ Get assistance with writing your resume from many sources on line.

- ▶ **Monster.com:** <https://www.monster.com/career-advice/article/resume-writing-help>
- ▶ **Indeed.com:** <https://www.indeed.com/forum/gen/Resume-Tips/Do-professional-resume-writers-really-help/t533665>
- ▶ **Create a Free Resume online:** <https://resume-help.org/>



14

## Applying online for jobs

- ▶ **Linked In,**
- ▶ **USA.gov**
- ▶ **Indeed.com**
- ▶ **Careerbuilder.com**
- ▶ **Monster.com**



15

## Job Searching hints

- ▶ Sign up for Linked In with your resume
- ▶ Have a professional email address not a frivolous one,
- ▶ Go to job fairs with copies of your resume,
- ▶ Target each application to the job opportunity
- ▶ Use online learning like Lynda.com to develop your skills and marketability,
- ▶ Practice job interviewing with a mentor or friend or teacher.
- ▶ Research, research!!!

16

## Applying online for jobs (cont'd)

- ▶ **DO's:**
- ▶ Check company website and apply from that site
- ▶ Tailor your resume to that position. Good idea to have a couple of resumes, why?
- ▶ Update your Linked-In site, as people will solicit job offers to you. Examples
- ▶ Write a cover letter for the job and attach it with your application if possible.

17

## Applying online for jobs (cont'd)

- ▶ **DONT's:**
- ▶ Type lazily, make spelling mistakes (no excuses) and that grammar is correct. First impressions!
- ▶ Never use 'auto fill' when applying, why?
- ▶ Leave any blanks, always complete the entire application,
- ▶ Save your work as you go along,
- ▶ There is a lot of competition out there, put your best foot forward at all times!

18

# Turning Off your Computer



# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

**Avonlea Nine**  
**Avonlea Nine Limited Partnership**  
**Chantilly, Loudoun County, Virginia**

**Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act**

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the "Marketing Plan") has been designed to convey to current and potential residents with disabilities that **Avonlea Nine** will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and provide effective management and maintenance of the property.

Avonlea Nine Development LLC, the General Partner of Avonlea Nine Limited Partnership ("Applicant"), will engage a VHDA-approved and qualified property management firm (the "Property Manager") to manage the operations of Avonlea Nine. The Property Manager will be responsible for all of the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, the Property will be home to a variety of community and resident services programs.

**I. Affirmative Marketing**

The **Property Manager** is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the United States of America and will actively promote fair housing in the development and marketing of this project. The **Property Manager**, its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3601, et. Seq.).

When a Section 504 unit becomes vacant, the Property Manager will work to fill the unit with a qualified household. Marketing will include outreach to partner organizations and advertisement in standard marketing vehicles (e.g. Craigslist). Any unit which is designated as a unit for people with disabilities and that conforms to Section 504 of the Rehabilitation Act will be held vacant for sixty days (60). The Property Manager will document its marketing efforts to find households with qualified disabilities during this time period. If a qualified tenant is not found, the marketing evidence will be submitted to VHDA's Program Compliance Office and the manager will request approval to rent the unit to any income-qualified household. If the request is approved, the lease will contain a provision stating that the household must agree to move to a vacant unit at the same property if a household including a person with a disability applies for the unit, and that the move will be paid for by the Property Owner.

However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and the Property Manager can provide sufficient documentation to VHDA's Compliance Officer, the Property Manager may request the ability to lease 60-point Units, to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the Property Owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

**Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth**

Unless prohibited by an applicable federal subsidy program, a "first preference" will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth. The Property Manager will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS), Virginia Department of Behavioral Health and Developmental Services (DBHDS), or any other agency approved by the Authority. The Property Manager will retain a tenant verification letter and Acknowledgement and Settlement Agreement of Target Population Status.

Target population units will be confirmed by VHDA.

**II. Marketing and Outreach**

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

**1. Networking**

The Property Manager will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

ENDependence Center of Northern Virginia – Ashburn (Area Center for Independent Living)  
44121 Harry Byrd Hwy, Suite 240  
Ashburn, VA 20147  
(571) 291-9550

Loudoun County Disability Services Board  
Loudoun County Government Center  
1 Harrison St. SE  
Leesburg, VA 20177  
(571) 258-3282

Loudoun County Department of Family Services  
102 Heritage Way NE  
P.O. Box 7400  
Leesburg, VA 20177-7400  
(703) 777-0387

Loudoun County Mental Health and Substance Abuse and Developmental Services  
Sterling Office  
21641 Ridgetop Circle, Suite 210  
Sterling, VA 20166  
(703) 777-0320

Loudoun County Department of Family Services  
102 Heritage Way NE  
P.O. Box 7400  
Leesburg, VA 20177-7400  
(703) 777-0387

Community Residences  
14160 Newbrook Dr.  
Chantilly, VA 20151  
(703) 842-2300

Pathway Homes  
10201 Fairfax Blvd. #200  
Fairfax, VA 22030-2209  
(703) 876-0390

PRS, Inc.  
10455 White Granite Drive, Suite 400  
Oakton, VA 22124  
(703) 536-9000

Disability Resource Center  
(703) 228-1700

Virginia Department for Aging and Rehabilitative Services  
5904 Old Richmond Highway Suite 410  
Alexandria, VA 22303  
(703) 960-3411

AffordableHousing Free Listing Service: [www.AffordableHousing.com](http://www.AffordableHousing.com)

Online housing registry for accessible affordable apartments: [www.accessva.org](http://www.accessva.org)

## **2. Internet Search**

Avonlea Nine will also be listed on the following websites:

[www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)  
[accessva.org](http://accessva.org)  
[dbhds.virginia.gov](http://dbhds.virginia.gov)  
[www.craigslist.org](http://www.craigslist.org)

## **3. Print Media**

Print media sources that cater to persons with disabilities in Loudoun County will also be identified to add to those published on a regular basis by Loudoun County Department of Parks, Recreation, and Community Services. Some of the major publications include the Loudoun Times-Mirror, Loudoun Now, and other local newspapers published in English, Spanish, and other languages. Other sources may include, but are not limited to, rental magazines such as Apartment Shoppers Guide and Apartments for Rent.

The Property Manager will also maintain a current listing on VirginiaHousingSearch.com, including information on amenities available for the Target Population. All advertising materials will prominently feature the Equal Housing Opportunity logo type, slogan or

statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

#### **4. Resident Referrals**

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property. Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

#### **5. Marketing Materials**

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials may include:

- **Brochures** – A simple brochure can be produced at low cost which will effectively sell the apartments and community. This brochure will include a listing of features and amenities.
- **Flyers** – A flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics and a property description to generate traffic. From time to time as necessary, flyers should include a special offer with a deadline (e.g. "Bring this flyer with you when you visit this weekend and pay no application fee!").

### **III. Public and Community Relations**

The Property Manager will promote Equal Housing Opportunity by ensuring that all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office.

The General Partner participates in a public and community relations program that boosts the relationship between the Property Owner and the Property Manager, and local disability organizations, neighborhood civic organizations, social service programs, and other sources of potential qualified residents still to be identified.

### **IV. Tenant Selection and Orientation**

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside for resident interviews and application assistance.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 5:30 P.M. subject to change based on the needs of the property and residents. Applicants will meet with the Property Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their

move.

### **Tenant Selection Criteria**

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.

### **Tenant Selection and Qualification Criteria**

A third-party credit scoring provider is used to review applicants by means of a credit scoring model to determine an applicant's ability to meet his/her rental obligations. Credit scoring utilizes a statistical model for comparing information on bill paying history, the number and type of credit accounts, late payments, outstanding debt, rental history and the age of accounts, to the performance of consumers with similar profiles. The scoring system awards points for each factor that helps predict applicant creditworthiness and the likelihood of the applicant to make payments when due. The scoring provider makes a recommendation of accept or decline based on the results.

As part of the credit approval process, each applicant is required to provide income information on the Rental Application. This information is verified via direct written contact by the leasing staff with the employer/source of income and/or written verification such as paystubs, tax returns, etc. If there is more than one applicant, the same credit approval process is performed.

Residents will also have additional qualification criteria as specifically addressed in the Affordable Housing Program.

### **Criminal Background Check**

The Property Manager performs criminal background checks as part of the approval process for prospective residents. The criminal background check is subject to state and local landlord-tenant laws. The requirement is that a criminal background check be done on all adult occupants, as a condition of the application and as a condition of the lease agreement. Felony convictions for violent crimes against people or property, drug-related activities, weapons related activities, larceny or sex-related crimes render an individual ineligible for occupancy.

A third-party contractor is utilized to perform these background checks, which includes a review of all available criminal records, local sex offender lists, the FBI Most Wanted List and the Office of Foreign Asset Control (OFAC) list.

As a condition of their lease agreement, residents are required to acknowledge that the landlord has the right to terminate a lease or evict a resident in the event that, after the lease has commenced, there is any subsequent discovery of a crime that would have rendered the resident ineligible for occupancy at move-in. The criminal background check policy that is implemented is subject to modification based on the Property Manager's experience with this requirement at the property.

### **Occupancy Standards**

Both maximum and minimum per-unit occupancy standards will be established and

maintained.

#### **V. Turnover of Section 504 units**

Any unit which is designated as a unit for people with disabilities and that conforms to Section 504 of the Rehabilitation Act will be held vacant for 60 days, during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and the Property Manager can provide sufficient documentation to VHDA's Compliance Officer, the Property Manager may request the ability to lease 60-point Units, to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 60-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the Property Owner or Manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the Property Owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

This deal does not require  
information behind this tab.

# **Tab Z:**

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

# Appendices continued

## HH. Diversity, Equity and Inclusion Incentive

### SWAM CONTRACT CERTIFICATION

(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Avonlea Nine Limited Partnership

Name of SWaM Service Provider Advanced Project Management, Inc.

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly Virginia Housing) 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.

Complete a separate form for each SWaM Service Provider.

### INSTRUCTIONS

Please complete all parts 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. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
  - consulting services to complete the LIHTC application;
  - ongoing development services through the placed in service date; general contractor;
  - architect;
  - property manager; accounting services;
  - or legal services.
2. 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 to be provided, when said services are anticipated to be rendered, and the length of the contract term. Advanced Project Management, Inc. (APM) is a SWaM certified service provider that is providing ongoing development services as the project's construction manager/owner's representative during Avonlea Nine's preconstruction, construction, and post-construction closeout phases. APM and the Owner executed a proposal for services on 1/26/2023; services are estimated to be provided until approx. May 2026 (following Placed in Service and construction closeout).

## Appendices continued

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWaM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, 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 still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

### **CONTRACT CERTIFICATION**

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, 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 SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is bona fide and not entered into solely for the purpose of obtaining points under the Plan). 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**

Name of Applicant Avonlea Nine Limited Partnership  
By: Avonlea Nine Development LLC, its General Partner

Signature of Applicant 

Printed Name and Title of Authorized Signer

Carmen Romero, President

### **SWaM CERTIFIED SERVICE PROVIDER**

Name of SWaM Certified Service Provider Advanced Project Management, Inc.

Signature of SWaM Certified Service Provider 

Printed Name and Title of Authorized Signer

April M. Smith, VP/Secretary

# COMMONWEALTH OF VIRGINIA



## DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor  
Richmond, VA 23219

### ADVANCED PROJECT MANAGEMENT, INC.

is a certified Small, Micro, 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: 678585

Valid Through: Mar 26, 2025

Accordingly Certified

A handwritten signature in blue ink, reading "Tracey G. Wiley".

Tracey G. Wiley, Director



## April Smith

---

**From:** Virginia Department of Small Business and Supplier Diversity  
<noreply@sbsd.virginia.gov>  
**Sent:** Thursday, March 26, 2020 4:49 PM  
**To:** April Smith  
**Cc:** sylvia.thomas@sbsd.virginia.gov  
**Subject:** Application Decision Letter-Certification #: 678585 SWaM Certification



*COMMONWEALTH of VIRGINIA*  
*Department of Small Business and Supplier Diversity*

Company Name: Advanced Project Management, Inc.  
Certification Number: 678585  
Small Certification Start Date: Mar 26, 2020  
Women Owned Certification Start Date: Mar 26, 2020  
SWaM Certification Expiration Date: Mar 26, 2025

Dear Applicant,

We are pleased to inform you that your request for certification has been approved. Your company has been approved for the following designations:

Small, Women Owned

Your certification is valid for a term of five years from the date of your approval; re-certification is required at the end of that term.

You may log into your account to download a copy of your company's SWaM certificate as well as the SWaM-certified logo to use on marketing materials.

You will see your company listed as a certified vendor in our directory at <https://www.sbsd.virginia.gov/directory/>

It is very important that you keep your contact information up to date. Submit your changes electronically by logging into your account and updating the necessary information.

To do business with the Commonwealth of Virginia, you need to register your company with the eVA system, the state's online procurement system at <https://eva.virginia.gov> . All state solicitations are conducted on this site.

To check Procurement and Business Opportunities with state agencies, local governments, and others, please visit: <https://m.vendor.eprocgipdc.com/Vendor/public/AllOpportunities>

If you need assistance to operate your business, please visit this site: <http://www.bos.virginia.gov/running.shtml>

Sincerely,

Virginia Department of Small Business and Supplier Diversity  
Certification Team

---

101 N. 14th Street, 11th Floor . Richmond, VA 23219 . Phone: 804-786-6585 . Fax: 804-786-9736

# **Tab AA:**

Priority Letter from Rural Development

This deal does not require  
information behind this tab.

# **TAB AB:**

Social Disadvantage Certification

This deal does not require  
information behind this tab.