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# 2024 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

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

#### Tax Exempt Bonds

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



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

## INSTRUCTIONS FOR THE VIRGINIA 2024 LIHTC APPLICATION FOR RESERVATION

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

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

### Applications For 9% Competitive Credits

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

### **Please Note:**

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

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

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

### **IMPORTANT:**

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

### Disclaimer:

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

### Entering Data:

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

### **Please Note:**

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

### Assistance:

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

### **Virginia Housing LIHTC Allocation Staff Contact Information**

<b>Name</b>	<b>Email</b>	<b>Phone Number</b>
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Jonathan Kinsey	<a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>	(804) 584-4717
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Jaki Whitehead	<a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>	(804) 343-5861
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## 2024 Low-Income Housing Tax Credit Application For Reservation

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

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



A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/14/2024

15. Local Needs and Support

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

Chief Executive Officer's Name: Michael G. Hamp II  
 Chief Executive Officer's Title: City Manager Phone: 540-942-6600  
 Street Address: 503 W. Main Street, Suite 210  
 City: Waynesboro State: VA Zip: 22980

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Leslie C. Tate, Director of Community Development

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

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

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

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

- a. If requesting 9% Credits, select credit pool: Accessible Supportive Housing Pool
  - or
  - b. If requesting Tax Exempt Bond credits, select development type:
- For Tax Exempt Bonds, where are bonds being issued?
- ACTION:** Provide Inducement Resolution at **TAB Y** (if available)

**2. Type(s) of Allocation/Allocation Year**

Carryforward Allocation

Definitions of types:

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

**3. Select Building Allocation type:**

New Construction

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

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

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

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

If true, provide name of companion development:  

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

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

Total Units within 9% allocation request?	0
Total Units within 4% Tax Exempt allocation Request?	0
Total Units:	0

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

**6. Extended Use Restriction**

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

**Must Select One:** 30

**Definition of selection:**

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

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

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

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

a. Owner Name: Rosenwald Pointe Limited Partnership

Developer Name: Woda Cooper Development, Inc.

Contact: M/M ▶ Mr. First: Gregory MI:            Last: Mustric

Address: 500 S. Front Street, 10th Floor

City: Columbus St. ▶ OH Zip: 43215

Phone: (614) 396-3200 Ext.            Fax:           

Email address: gmustric@wodagroup.com

Federal I.D. No.            (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.  
Maia Cooper, mcooper@wodagroup.com, 614-396-3200

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

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

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

**2. Developer Experience:**

*May select one or more of the following choices:*

- TRUE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.  
**Action:** Provide one 8609 from qualifying development.
- TRUE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)  
**Action:** Provide one 8609 from each qualifying development.
- FALSE c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.  
**Action:** Provide documentation as stated in the manual.

**D. SITE CONTROL**

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

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

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

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

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

Applicant controls site by (select one):

Select Type:  Purchase Contract

Expiration Date: 1/3/2025

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..... 1/3/2025 .

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: LDV Development, LLC

Address: 2700 Neilson Way, Unit 1621

City: Santa Monica St.: CA Zip: 90405

Contact Person: David White Phone: (858) 699-5724

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

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

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

Names	Phone	Type Ownership	% Ownership
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

D. SITE CONTROL

3. Seller Information:

Name: ACEND 2002, LLC

Address: 2700 Neilson Way, Unit 1621

City: Santa Monica St.: CA Zip: 90405

Contact Person: David White Phone: (858) 699-5724

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

If above statement is TRUE, complete the following:

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

Names	Phone	Type Ownership	% Ownership
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

**E. DEVELOPMENT TEAM INFORMATION**

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Efrem Levy	This is a Related Entity.	FALSE
Firm Name:	Reno & Cavanaugh PLLC	DEI Designation?	FALSE
Address:	455 Massachusetts Ave., NW, Suite 400, Washington, DC 20001		
Email:	elevy@renocavanaugh.com	Phone:	(202) 349-2476
2. Tax Accountant:	Bryan Tickler	This is a Related Entity.	FALSE
Firm Name:	Stemen, Mertens, Stickler CPA's	DEI Designation?	FALSE
Address:	380 S. 5th Street, Columbus, Ohio 43215		
Email:	bstickler@lscspa.com	Phone:	(614) 224-0955
3. Consultant:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE
Address:	3450 Lady Marian Ct., Midlothian, VA 23113		
Email:	RyneJohnson@AstoriaLLC.com	Role:	Consultant
		Phone:	(804) 320-0585
4. Management Entity:	David Cooper, Jr.	This is a Related Entity.	TRUE
Firm Name:	Woda Management & Real Estate, LLC	DEI Designation?	FALSE
Address:	500 South Front Street, 10th Floor, Columbus, OH 43215		
Email:	dcooper@wodagroup.com	Phone:	(614) 396-3200
5. Contractor:	David Cooper, Jr.	This is a Related Entity.	TRUE
Firm Name:	Woda Construction, Inc.	DEI Designation?	FALSE
Address:	500 South Front Street, 10th Floor, Columbus, OH 43215		
Email:	dcooper@wodagroup.com	Phone:	(614) 396-3200
6. Architect:	Douglas E. Weatherby	This is a Related Entity.	FALSE
Firm Name:	D.E. Weatherby & Associates, Inc.	DEI Designation?	FALSE
Address:	4716 Knotty Knolls Dr., Gahanna, OH 43230		
Email:	dewapc@insight.rr.com	Phone:	(614) 471-8168
7. Real Estate Attorney:	Efrem Levy	This is a Related Entity.	FALSE
Firm Name:	Reno & Cavanaugh	DEI Designation?	FALSE
Address:	455 Massachusetts Ave., NW, Suite 400, Washington, DC 20001		
Email:	elevy@renocavanaugh.com	Phone:	
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:	Bruce A. Watts	This is a Related Entity.	TRUE
Firm Name:	Watts Real Estate Consulting & Development	DEI Designation?	TRUE
Address:	500 Stuart Circle Norfolk, Va. 23502		
Email:	bwatts0712@gmail.com	Role:	Consultant
		Phone:	(757) 650-0361

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**  
**Action:** If true, provide an electronic copy of the Existing Condition Questionnaire, Unit by Unit Matrix and Appraisal.
- b. This development has received a previous allocation of credits..... **FALSE**  
 If so, when was the most recent year that this development received credits? ..... **0**
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**  
**Action:** (If True, provide required form in **TAB Q**)

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

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

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

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

**F. REHAB INFORMATION**

**3. Rehabilitation Credit Information**

a. Credits are being requested for rehabilitation expenditures..... **FALSE**

**b. Minimum Expenditure Requirements**

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

**G. NONPROFIT INVOLVEMENT**

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

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

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

- FALSE a. Be authorized to do business in Virginia.
- FALSE b. Be substantially based or active in the community of the development.
- FALSE 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.
- FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
- FALSE e. Not be affiliated with or controlled by a for-profit organization.
- FALSE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
- FALSE 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: Bay Aging

Contact Person: Kathy Vesley

Street Address: 5306 Old Virginia Street, P.O. Box 610

City: Urbanna State: ▶ VA Zip: 23175-9903

Phone: (804) 758-2386 Contact Email: kvesley@bayaging.org

G. NONPROFIT INVOLVEMENT

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 10.0%

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

A. TRUE

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

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

Name of qualified nonprofit: Bay Aging

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

Name of Local Housing Authority

B. FALSE

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

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

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

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	53	bedrooms	107
Total number of <b>rental</b> units in development	53	bedrooms	107
Number of low-income rental units	53	bedrooms	107
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	53	bedrooms	107
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.....			66,785.00 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			2,618.00 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			64,167.00 (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 .....	2.960		
j. Locality has approved a final site plan or plan of development.....			FALSE
If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....			FALSE

**Definition:**

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

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	995.78	SF	10	10
2BR Garden	1191.38	SF	32	32
3BR Garden	1462.28	SF	11	11
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			53	53

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

**3. Structures**

- a. Number of Buildings (containing rental units)..... 2
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 4
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: 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
- g. Indicate **True** for all development's structural features that apply:
 

i. Row House/Townhouse	<u>FALSE</u>	v. Detached Single-family	<u>FALSE</u>
ii. Garden Apartments	<u>TRUE</u>	vi. Detached Two-family	<u>FALSE</u>
iii. Slab on Grade	<u>TRUE</u>	vii. Basement	<u>FALSE</u>
iv. Crawl space	<u>FALSE</u>		
- h. Development contains an elevator(s). TRUE
  - If true, # of Elevators. 1
  - Elevator Type (if known) TBD

**H. STRUCTURE AND UNITS INFORMATION**

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

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

- |                              |       |                         |                              |
|------------------------------|-------|-------------------------|------------------------------|
| a. Business Center.....      | FALSE | f. Limited Access.....  | FALSE                        |
| b. Covered Parking.....      | FALSE | g. Playground.....      | TRUE                         |
| c. Exercise Room.....        | TRUE  | h. Pool.....            | FALSE                        |
| d. Gated access to Site..... | FALSE | i. Rental Office.....   | TRUE                         |
| e. Laundry facilities.....   | TRUE  | j. Sports Activity Ct.. | FALSE                        |
|                              |       | k. Other:               | Community Room min. 749 SQFT |

l. Describe Community Facilities: Community Room Min. 749 SQFT and service provider offices

m. Number of Proposed Parking Spaces 101  
 Parking is shared with another entity FALSE

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

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

**5. Plans and Specifications**

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

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

- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
  - i. Phase I environmental assessment.
  - ii. Physical needs assessment for any rehab only development.

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

**J. ENHANCEMENTS**

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

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

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

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

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

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

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

- |        |  |
|--------|--|
| TRUE   | a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.  |
| 50.00% | b1. Percentage of brick covering the exterior walls.   |
| 50.00% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE   | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| TRUE   | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| FALSE  | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
|        | f. <i>Not applicable for 2024 Cycles</i>   |
| FALSE  | g. Each unit is provided free individual broadband/high speed internet access.   |
| or     | <i>(both access point categories have a minimum upload/download speed per manual.)</i>   |
| TRUE   | h. Each unit is provided free individual WiFi access.  |
| FALSE  | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
| or     |  |
| TRUE   | j. Full bath fans are equipped with a humidistat.  |
| TRUE   | k. Cooking surfaces are equipped with fire prevention features as defined in the manual  |
| or     |  |
| FALSE  | l. Cooking surfaces are equipped with fire suppression features as defined in the manual   |
| FALSE  | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
| or     |  |
| TRUE   | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| TRUE   | o. All interior doors within units are solid core.   |
| TRUE   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| TRUE   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| 14%    | r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants) - Provide documentation at <b>Tab F</b> .              |
| FALSE  | s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.  |

J. ENHANCEMENTS

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

- FALSE Earthcraft Gold or higher certification
- FALSE National Green Building Standard (NGBS) certification of Silver or higher.
- TRUE LEED Certification
- FALSE Enterprise Green Communities (EGC) Certification

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

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

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

- FALSE Zero Energy Ready Home Requirements
- FALSE Passive House Standards
- FALSE Applicant wishes to claim points from a prior allocation that has received certification for Zero Energy Ready or Passive House Standards. Provide certification at Tab P. See Manual for details and requirements.

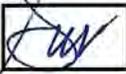
3. Universal Design - Units Meeting Universal Design Standards (units must be shown on Plans)

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

77% of Total Rental Units

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

If not, please explain:



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

**I. UTILITIES**

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	8	9	10	0
Air Conditioning	0	2	2	3	0
Cooking	0	2	3	4	0
Lighting	0	9	12	16	0
Hot Water	0	6	7	9	0
Water	0	30	44	64	0
Sewer	0	47	68	99	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$103	\$146	\$205	\$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: Sol Design - HUD Utility Model

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

**K. SPECIAL HOUSING NEEDS**

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

1. **Accessibility:** Indicate **True** for the following point categories, as appropriate.  
**Action:** Provide appropriate documentation (**Tab X**)

TRUE

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

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

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

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

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

FALSE

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

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


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

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

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

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

**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, Budget and Unit Delivery Schedule (**Mandatory if tenants are displaced - Tab J**)

**3. Leasing Preferences**

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

Organization which holds waiting list: **Waynesboro Redevelopment & Housing Authority**

Contact person: **Kimberly Byrd**

Title: **Executive Director**

Phone Number: **(540) 946-9230**

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

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: **11**  
% of total Low Income Units **21%**

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

[Download Current CMA List from VirginiaHousing.com](https://www.virginiahousing.com)

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

**4. Target Population Leasing Preference**

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

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

First Name: **Kathy**

Last Name: **Osterman**

Phone Number: **(614) 396-3200** Email: **kosterman@wodagroup.com**

**K. SPECIAL HOUSING NEEDS**

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

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

- TRUE a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services.
- FALSE b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.
- TRUE c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

**6. Rental Assistance**

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

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

- FALSE Rental Assistance Demonstration (RAD) or other PHA conversion to project based rental assistance.
- FALSE Section 8 New Construction Substantial Rehabilitation
- FALSE Section 8 Moderate Rehabilitation
- TRUE Section 811 Certificates
- FALSE Section 8 Project Based Assistance
- FALSE RD 515 Rental Assistance
- FALSE Section 8 Vouchers  
\*Administering Organization: \_\_\_\_\_
- TRUE State Assistance  
\*Administering Organization: VCSB
- FALSE Other: \_\_\_\_\_

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

FALSE

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

d. Number of units receiving assistance: 8  
 How many years in rental assistance contract? 20.00  
 Expiration date of contract: 12/31/2045  
 There is an Option to Renew..... TRUE

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

**7. Public Housing Revitalization**

Is this development replacing or revitalizing Public Housing Units? FALSE

If so, how many existing Public Housing units? 0

**L. UNIT DETAILS**

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

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

**a. Units Provided Per Household Type:**

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
14	26.42%	30% Area Median
0	0.00%	40% Area Median
13	24.53%	50% Area Median
0	0.00%	60% Area Median
0	0.00%	70% Area Median
26	49.06%	80% Area Median
0	0.00%	Market Units
53	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
14	26.42%	30% Area Median
0	0.00%	40% Area Median
13	24.53%	50% Area Median
0	0.00%	60% Area Median
0	0.00%	70% Area Median
26	49.06%	80% Area Median
0	0.00%	Market Units
53	100.00%	<b>Total</b>

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

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

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

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

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

 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	7	7	706.00	\$370.00	\$2,590
Mix 2	1 BR - 1 Bath	80% AMI	3	1	661.00	\$1,050.00	\$3,150
Mix 3	2 BR - 1.5 Bath	30% AMI	1	1	866.00	\$420.00	\$420
Mix 4	2 BR - 1.5 Bath	30% AMI	1	1	868.00	\$420.00	\$420
Mix 5	2 BR - 1.5 Bath	30% AMI	3		866.00	\$420.00	\$1,260
Mix 6	2 BR - 1.5 Bath	50% AMI	9		866.00	\$800.00	\$7,200
Mix 7	2 BR - 1.5 Bath	80% AMI	6		866.00	\$1,195.00	\$7,170
Mix 8	2 BR - 1.5 Bath	80% AMI	1		866.00	\$1,195.00	\$1,195
Mix 9	2 BR - 1.5 Bath	80% AMI	11		868.00	\$1,195.00	\$13,145
Mix 10	3 BR - 2 Bath	30% AMI	2	1	1095.00	\$450.00	\$900
Mix 11	3 BR - 2 Bath	50% AMI	4		1095.00	\$885.00	\$3,540
Mix 12	3 BR - 2 Bath	80% AMI	5		1164.00	\$1,315.00	\$6,575
Mix 13							\$0
Mix 14							\$0

**L. UNIT DETAILS**

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
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Mix 44								\$0
Mix 45								\$0
Mix 46								\$0
Mix 47								\$0
Mix 48								\$0
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Mix 57								\$0
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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
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0
Mix 73								\$0
Mix 74								\$0
Mix 75								\$0

**L. UNIT DETAILS**

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>			53	11			\$47,565

<b>Total Units</b>	<b>53</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>47,051.00</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>47,051.00</b>

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

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,590
2. Office Salaries			\$0
3. Office Supplies			\$16,695
4. Office/Model Apartment	(type		\$0
5. Management Fee			\$32,160
<u>6.00%</u> of EGI	<u>\$606.79</u>	Per Unit	
6. Manager Salaries			\$39,400
7. Staff Unit (s)	(type		\$0
8. Legal			\$3,480
9. Auditing			\$5,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$4,240
12. Tax Credit Monitoring Fee			\$1,855
13. Miscellaneous Administrative			\$29,240
<b>Total Administrative</b>			<b>\$133,660</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$13,850
16. Water			\$8,500
17. Gas			\$0
18. Sewer			\$9,450
<b>Total Utility</b>			<b>\$31,800</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$5,500
21. Janitor/Cleaning Contract			\$2,100
22. Exterminating			\$3,000
23. Trash Removal			\$6,400
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$3,575
27. Grounds Contract			\$4,000
28. Maintenance/Repairs Payroll			\$39,400
29. Repairs/Material			\$10,000
30. Repairs Contract			\$6,500
31. Elevator Maintenance/Contract			\$6,000
32. Heating/Cooling Repairs & Maintenance			\$2,850
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$1,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$2,075
37. Miscellaneous			\$0
<b>Totals Operating &amp; Maintenance</b>			<b>\$92,400</b>

**Taxes & Insurance**

38. Real Estate Taxes			\$28,620
39. Payroll Taxes			\$5,150
40. Miscellaneous Taxes/Licenses/Permits			\$1,537

**M. OPERATING EXPENSES**

41. Property & Liability Insurance	\$400 per unit	\$21,200
42. Fidelity Bond		\$0
43. Workman's Compensation		\$500
44. Health Insurance & Employee Benefits		\$3,000
45. Other Insurance		\$0
<b>Total Taxes &amp; Insurance</b>		<b>\$60,007</b>

**Total Operating Expense** **\$317,867**

**Total Operating Expenses Per Unit** \$5,997 **C. Total Operating Expenses as % of EGI** 59.30%

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

<b>Total Expenses</b>	<b>\$333,767</b>
-----------------------	------------------

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	Complete	David Cooper, Jr.
b. Site Acquisition	3/4/2025	David Cooper, Jr.
c. Zoning Approval	In Place	David Cooper, Jr.
d. Site Plan Approval	3/3/2025	David Cooper, Jr.
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	9/1/2024	David Cooper, Jr.
ii. Conditional Commitment	10/1/2024	David Cooper, Jr.
iii. Firm Commitment	11/1/2024	David Cooper, Jr.
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	9/1/2024	David Cooper, Jr.
ii. Conditional Commitment	10/1/2024	David Cooper, Jr.
iii. Firm Commitment	11/1/2024	David Cooper, Jr.
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	9/1/2024	David Cooper, Jr.
ii. Conditional Commitment	10/1/2024	David Cooper, Jr.
iii. Firm Commitment	11/1/2024	David Cooper, Jr.
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
<b>2. Formation of Owner</b>	2/26/2024	David Cooper, Jr.
<b>3. IRS Approval of Nonprofit Status</b>	1/11/1980	Kathy E. Vesley
<b>4. Closing and Transfer of Property to Owner</b>	3/4/2025	David Cooper, Jr.
<b>5. Plans and Specifications, Working Drawings</b>	1/15/2025	David Cooper, Jr.
<b>6. Building Permit Issued by Local Government</b>	2/25/2025	David Cooper, Jr.
<b>7. Start Construction</b>	3/4/2025	David Cooper, Jr.
<b>8. Begin Lease-up</b>	3/15/2026	David Cooper, Jr.
<b>9. Complete Construction</b>	5/1/2026	David Cooper, Jr.
<b>10. Complete Lease-Up</b>	8/1/2026	David Cooper, Jr.
<b>11. Credit Placed in Service Date</b>	12/31/2026	David Cooper, Jr.

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

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

Complete cost column and basis column(s) as appropriate

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

	<b>Must Use Whole Numbers Only!</b>	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	
Item					
<b>1. Contractor Cost</b>					
a. Unit Structures (New)	9,788,801	0	0	9,788,801	
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>	9,788,801	0	0	9,788,801	
f. Earthwork	1,100,000	0	0	1,100,000	
g. Site Utilities	695,000	0	0	695,000	
<input checked="" type="checkbox"/> h. Renewable Energy	250,000	0	0	250,000	
i. Roads & Walks	475,000	0	0	475,000	
j. Site Improvements	460,000	0	0	330,000	
k. Lawns & Planting	165,000	0	0	165,000	
l. Engineering	0	0	0	0	
m. Off-Site Improvements	0	0	0	0	
n. Site Environmental Mitigation	0	0	0	0	
o. Demolition	0	0	0	0	
p. Site Work	0	0	0	0	
q. Other Site work	0	0	0	0	
<b>Total Land Improvements</b>	3,145,000	0	0	3,015,000	
<b>Total Structure and Land</b>	12,933,801	0	0	12,803,801	
r. General Requirements	734,180	0	0	726,800	
s. Builder's Overhead ( 1.9% Contract)	244,726	0	0	242,266	
t. Builder's Profit ( 5.7% Contract)	734,180	0	0	726,800	
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: <input type="text"/>	0	0	0	0	
z. Other 2: <input type="text"/>	0	0	0	0	
aa. Other 3: <input type="text"/>	0	0	0	0	
<b>Contractor Costs</b>	<b>\$14,646,887</b>	<b>\$0</b>	<b>\$0</b>	<b>\$14,499,667</b>	

**Construction cost per unit: \$271,639.38**

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

**\$1,810,732**

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

**\$1,713,086**

**O. PROJECT BUDGET - OWNER COSTS**

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	8,000	0	0	8,000
b. Architecture/Engineering Design Fee \$6,604 /Unit)	350,000	0	0	350,000
c. Architecture Supervision Fee \$1,292 /Unit)	68,482	0	0	68,482
d. Tap Fees	349,750	0	0	349,750
e. Environmental	30,000	0	0	30,000
f. Soil Borings	5,000	0	0	5,000
g. Green Building (Earthcraft, LEED, etc.)	30,000	0	0	30,000
h. Appraisal	16,500	0	0	16,500
i. Market Study	7,000	0	0	7,000
j. Site Engineering / Survey	145,000	0	0	145,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	171,200	0	0	171,200
n. Construction Interest ( 8.5% for 30 months)	1,092,380	0	0	885,837
o. Taxes During Construction	10,000	0	0	10,000
p. Insurance During Construction	139,000	0	0	139,000
q. Permanent Loan Fee ( 1.0% )	21,250			
r. Other Permanent Loan Fees	0			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	15,000	0	0	15,000
u. Accounting	0	0	0	0
v. Title and Recording	90,000	0	0	45,000
w. Legal Fees for Closing	180,000	0	0	140,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	156,778			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	105,000	0	0	105,000
ab. Organization Costs	50,000			
ac. Operating Reserve	250,788			
ad. Contingency	25,000			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
<input checked="" type="checkbox"/> ag. Supportive Service Reserves	305,000			

**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify: Lease-Up Reserve	159,010	0	0	0
(2) Other* specify: Marketing	6,000	0	0	0
(3) Other* specify: Construction Inspections	24,000	0	0	24,000
(4) Other* specify:	0	0	0	0
(5) Other* specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$3,810,138	\$0	\$0	\$2,544,769
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	\$18,457,025	\$0	\$0	\$17,044,436
<b>3. Developer's Fees</b>	1,976,562	0	0	1,976,562
<b>4. Owner's Acquisition Costs</b>				
Land	875,000			
Existing Improvements	0	0		
Subtotal 4:	\$875,000	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$21,308,587	\$0	\$0	\$19,020,998

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

(Provide documentation at Tab E)

\$0	Land
\$0	Building

**Maximum Developer Fee:**

**\$1,976,562**

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

\$298 **Meets Limits**  
\$520

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

\$375,068 **Meets Limits**  
\$550,481

**P. ELIGIBLE BASIS CALCULATION**

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	21,308,587	0	0	19,020,998

**2. Reductions in Eligible Basis**

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

**3. Total Eligible Basis (1 - 2 above)**

0	0	19,020,998
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**4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)**

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	5,706,299
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0
<b>Total Adjusted Eligible basis</b>	0	<b>24,727,297</b>

**5. Applicable Fraction**

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

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

0	0	24,727,297
---	---	------------

**7. Applicable Percentage**

4.00%	4.00%	9.00%
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**8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)**

\$0	\$0	\$2,225,457
-----	-----	-------------

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

\$2,225,457 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.	Merchants Capital	03/11/24	03/12/24	\$17,120,000	Michael R. Dury
2.					
3.					
Total Construction Funding:				\$17,120,000	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds <i>(Whole Numbers only)</i>	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	Merchants Capital	3/11/2024	3/12/2024	\$2,125,000	\$167,808	7.50%	40	15
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$2,125,000	\$167,808			

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

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

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

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

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

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

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

Below-Market Loans

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

Market-Rate Loans

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

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

**Q. SOURCES OF FUNDS**

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

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

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

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

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

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

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

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

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

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



**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>\$21,308,587</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$2,281,418</u>
3. Equals Equity Gap		<u>\$19,027,169</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>85.4999807521%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$22,254,003</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$2,225,400</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$2,225,457</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$2,225,400</u>
Credit per LI Units	<u>\$41,988.6792</u>	
Credit per LI Bedroom	<u>\$20,798.1308</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b><u>\$2,225,400</u></b>

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

**T. CASH FLOW**

**1. Revenue**

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

Total Monthly Rental Income for LIHTC Units		\$47,565
Plus Other Income Source (list):	Tenant charges, interest, laundry	\$464
Equals Total Monthly Income:		\$48,029
Twelve Months		x12
Equals Annual Gross Potential Income		\$576,345
Less Vacancy Allowance	7.0%	\$40,344
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>		<b>\$536,001</b>

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

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

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

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

a.	Annual EGI Low-Income Units	\$536,001
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$536,001
d.	Total Expenses	\$333,767
e.	Net Operating Income	\$202,234
f.	Total Annual Debt Service	\$167,808
g.	Cash Flow Available for Distribution	\$34,426

**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>	536,001	546,721	557,655	568,808	580,185
<b>Less Oper. Expenses</b>	333,767	343,780	354,093	364,716	375,658
<b>Net Income</b>	202,234	202,941	203,562	204,092	204,527
<b>Less Debt Service</b>	167,808	167,808	167,808	167,808	167,808
<b>Cash Flow</b>	34,426	35,133	35,754	36,284	36,719
<b>Debt Coverage Ratio</b>	1.21	1.21	1.21	1.22	1.22

	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Eff. Gross Income</b>	591,788	603,624	615,696	628,010	640,571
<b>Less Oper. Expenses</b>	386,927	398,535	410,491	422,806	435,490
<b>Net Income</b>	204,861	205,089	205,205	205,204	205,080
<b>Less Debt Service</b>	167,808	167,808	167,808	167,808	167,808
<b>Cash Flow</b>	37,053	37,281	37,397	37,396	37,272
<b>Debt Coverage Ratio</b>	1.22	1.22	1.22	1.22	1.22

	Year 11	Year 12	Year 13	Year 14	Year 15
<b>Eff. Gross Income</b>	653,382	666,450	679,779	693,374	707,242
<b>Less Oper. Expenses</b>	448,555	462,012	475,872	490,148	504,853
<b>Net Income</b>	204,827	204,438	203,907	203,226	202,389
<b>Less Debt Service</b>	167,808	167,808	167,808	167,808	167,808
<b>Cash Flow</b>	37,019	36,630	36,099	35,418	34,581
<b>Debt Coverage Ratio</b>	1.22	1.22	1.22	1.21	1.21

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

**U. Building-by-Building Information**

**Must Complete**

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

Number of BINS: 2

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: <b>DO NOT use the CUT feature</b> <b>DO NOT SKIP LINES BETWEEN BUILDINGS</b>				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit								
		TAX CREDIT UNITS	MARKET RATE UNITS					Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount					
		Street Address 1	Street Address 2	City	State	Zip																		
1.		20	0	1008 B Street		Waynesboro	VA	22980	\$0		4.00%	\$0	\$0		4.00%	\$0	\$9,331,055	05/01/26	9.00%	\$839,795				
2.		33	0	1008 B Street		Waynesboro	VA	22980	\$0		4.00%	\$0	\$0		4.00%	\$0	\$15,396,242	05/01/26	9.00%	\$1,385,662				
3.									\$0			\$0				\$0				\$0				
4.									\$0			\$0				\$0				\$0				
5.									\$0			\$0				\$0				\$0				
6.									\$0			\$0				\$0				\$0				
7.									\$0			\$0				\$0				\$0				
8.									\$0			\$0				\$0				\$0				
9.									\$0			\$0				\$0				\$0				
10.									\$0			\$0				\$0				\$0				
11.									\$0			\$0				\$0				\$0				
12.									\$0			\$0				\$0				\$0				
13.									\$0			\$0				\$0				\$0				
14.									\$0			\$0				\$0				\$0				
15.									\$0			\$0				\$0				\$0				
16.									\$0			\$0				\$0				\$0				
17.									\$0			\$0				\$0				\$0				
18.									\$0			\$0				\$0				\$0				
19.									\$0			\$0				\$0				\$0				
20.									\$0			\$0				\$0				\$0				
21.									\$0			\$0				\$0				\$0				
22.									\$0			\$0				\$0				\$0				
23.									\$0			\$0				\$0				\$0				
24.									\$0			\$0				\$0				\$0				
25.									\$0			\$0				\$0				\$0				
26.									\$0			\$0				\$0				\$0				
27.									\$0			\$0				\$0				\$0				
28.									\$0			\$0				\$0				\$0				
29.									\$0			\$0				\$0				\$0				
30.									\$0			\$0				\$0				\$0				
31.									\$0			\$0				\$0				\$0				
32.									\$0			\$0				\$0				\$0				
33.									\$0			\$0				\$0				\$0				
34.									\$0			\$0				\$0				\$0				
35.									\$0			\$0				\$0				\$0				
		53	0 If development has more than 35 buildings, contact Virginia Housing.																					
		Totals from all buildings							\$0					\$0					\$24,727,297					\$2,225,457

Number of BINS: 2

**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: Rosenwald Pointe Limited Partnership

By:   
Its: Authorized Member of the General Partner  
(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:	Douglas E. Weatherby
Virginia License#:	0401002716
Architecture Firm or Company:	D.E. Weatherby & Associates, Inc.

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

Its: President \_\_\_\_\_  
(Title)

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

W.

## LIHTC SELF SCORE SHEET

### Self Scoring Process

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

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

**MANDATORY ITEMS:**

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

**Score**

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	0 or -50
N	0 or -25
N	0 to 10
N	0 or 10
Y	0 or 15
N	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	0 or up to 5
N	0 or 20
0.00%	Up to 40
N	0 or 5
N	0 or 10
0%	0, 20, 25 or 30
N	0 or 15
Y	Up to 20

5.00
0.00
0.00
0.00
0.00
0.00
0.00
20.00

Total:

25.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			87.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	Y	0 or 15	15.00
e. Provides telephonic or virtual health services	Y	0 or 15	15.00
f. Proximity to public transportation	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	77%	Up to 15	11.60
i. Developments with less than 100 low income units	Y	up to 20	18.80
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>217.40</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$92,800	\$73,800

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	20.75%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	26.42%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	26.42%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	50.94%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.94%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.94%	Up to 50	0.00
Total:			<u>100.00</u>

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.00
c. Developer experience - uncorrected life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Socially Disadvantaged Principal owner 25% or greater	Y	0 or 5	5.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			<u>25.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	200.00
b. Cost per unit		Up to 100	82.32
Total:			<u>282.32</u>

7. BONUS POINTS:

a. Extended Use Restriction	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	5.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			<u>70.00</u>

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

**TOTAL SCORE:** 734.72

**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	0.00
j. Baths equipped with humidistat	3	3.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	7.00
s. New Construction: Balcony or patio	4	0.00
		<u>87.00</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
<b>Total amenities:</b>		<b><u>87.00</u></b>

X.

## Development Summary

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

**Deal Name:** Rosenwald Pointe

<b>Cycle Type:</b> 9% Tax Credits	<b>Requested Credit Amount:</b> \$2,225,400
<b>Allocation Type:</b> New Construction	<b>Jurisdiction:</b> Waynesboro City
<b>Total Units:</b> 53	<b>Population Target:</b> Homeless
<b>Total LI Units:</b> 53	<b>Owner Contact:</b> Gregory Mustric
<b>Project Gross Sq Ft:</b> 66,785.00	
<b>Green Certified?</b> TRUE	

**Total Score**  
**734.72**

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$2,125,000	\$40,094	\$32	\$167,808
Grants	\$0			\$0
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$12,933,801	\$244,034	\$194	60.70%
General Req/Overhead/Profit	\$1,713,086	\$32,322	\$26	8.04%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$3,810,138	\$71,889	\$57	17.88%
Acquisition	\$875,000	\$16,509	\$13	4.11%
Developer Fee	\$1,976,562	\$37,294	\$30	9.28%
<b>Total Uses</b>	<b>\$21,308,587</b>	<b>\$402,049</b>		

Total Development Costs	
Total Improvements	\$18,457,025
Land Acquisition	\$875,000
Developer Fee	\$1,976,562
<b>Total Development Costs</b>	<b>\$21,308,587</b>

<b>Proposed Cost Limit/Sq Ft:</b>	\$298
<b>Applicable Cost Limit/Sq Ft:</b>	\$520
<b>Proposed Cost Limit/Unit:</b>	\$375,068
<b>Applicable Cost Limit/Unit:</b>	\$550,481

Income	
Gross Potential Income - LI Units	\$576,345
Gross Potential Income - Mkt Units	\$0
Subtotal	\$576,345
Less Vacancy %	7.00%
<b>Effective Gross Income</b>	<b>\$536,001</b>

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	10
# of 2BR	32
# of 3BR	11
# of 4+ BR	0
<b>Total Units</b>	<b>53</b>

**Rental Assistance?** TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$133,660	\$2,522
Utilities	\$31,800	\$600
Operating & Maintenance	\$92,400	\$1,743
Taxes & Insurance	\$60,007	\$1,132
<b>Total Operating Expenses</b>	<b>\$317,867</b>	<b>\$5,997</b>
Replacement Reserves	\$15,900	\$300
<b>Total Expenses</b>	<b>\$333,767</b>	<b>\$6,297</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	14	14
40% AMI	0	0
50% AMI	13	13
60% AMI	0	0
>60% AMI	26	26
Market	0	0

Cash Flow	
EGI	\$536,001
Total Expenses	\$333,767
<b>Net Income</b>	<b>\$202,234</b>
Debt Service	\$167,808
<b>Debt Coverage Ratio (YR1):</b>	<b>1.21</b>

**Income Averaging?** TRUE

**Extended Use Restriction?** 30

**Y. Efficient Use of Resources**

**Credit Points for 9% Credits:**

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

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

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

Combined Max	\$2,225,457
Credit Requested	\$2,225,400
% of Savings	0.00%
Sliding Scale Points	200

**Cost Points:**

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

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

Total Costs Less Acquisition	\$20,433,587	
Total Square Feet	66,785.00	
Proposed Cost per SqFt	\$305.96	
Applicable Cost Limit per Sq Ft	\$520.00	
% of Savings	41.16%	
Total Units	53	
Proposed Cost per Unit	\$385,539	
Applicable Cost Limit per Unit	\$550,481	
% of Savings	29.96%	
Max % of Savings	41.16% Sliding Scale Points	82.32

# Tab A:

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

**Rosenwald Pointe Limited Partnership**

(the “**Partnership**”)

Limited Partnership Agreement

**General Partner:**

Rosenwald Pointe GP, LLC  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

**Limited Partner:**

Woda Investor Member, LLC  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

## **Rosenwald Pointe Limited Partnership**

(a Virginia Limited Partnership)

### **Limited Partnership Agreement**

March 12, 2024

This Limited Partnership Agreement (this “**Partnership Agreement**”) is entered into as of the date first set forth above by and among **Rosenwald Pointe GP, LLC**, an Ohio limited liability company (the “**General Partner**”) and **Woda Investor Member, LLC**, an Ohio limited liability company (the “**Limited Partner**,”) and collectively with the General Partner, the “**Partners**”).

The parties to this Partnership Agreement, each in consideration of the acts, capital contributions, and promises of the others, agree as follows:

1. **Formation of the Partnership.** The Partnership was formed as of February 26, 2024, by the filing of the Partnership’s certificate of limited partnership with the Virginia State Corporation Commission.
2. **Name of the Partnership.** The name of the Partnership shall be “Rosenwald Pointe Limited Partnership.”
3. **Character and Purpose of the Business.** The general character and purpose of the business of the Partnership shall be: (a) to acquire, construct, own, finance, lease, maintain, and operate a housing development; (b) to eventually sell or otherwise dispose of the housing development; (c) to rehabilitate the housing development; and (d) to engage in all other activities incidental or related thereto.
4. **Principal Place of Business.** The address of the principal place of business of the Partnership shall be 500 S. Front St., 10<sup>th</sup> Floor, Columbus, Ohio 43215, or such other address as may from time to time be selected by the General Partner.
5. **Agent for Service of Process.** Woda Cooper Companies, Inc. shall be the Partnership’s agent for service of process (the “**Agent**”). The Agent’s address shall be 530 South Main Street, Norfolk, VA 23523.
6. **Name and Address of the General Partner.** The name and address of the General Partner is as follows:

Rosenwald Pointe GP, LLC  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

7. **Name and Address of the Limited Partner.** The name and address of the Limited Partner is as follows:

Woda Investor Member, LLC  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

8. **Term of Partnership.** The term of the Partnership shall begin as of the date noted above, and the Partnership shall continue in existence or until such later date as agreed to by all the Partners, unless it is earlier dissolved and terminated pursuant to the provisions of this Partnership Agreement.
9. **Partner's Capital Contributions.** Each Partner has made or will make a capital contribution to the Partnership in the amount of \$10.00.
10. **Profit and Loss Allocations.** Profit and losses for any fiscal year of the Partnership shall be allocated among the Partners in accordance with the following percentages.

General Partner	1%
Limited Partner	99%
<b>Total</b>	<b>100%</b>

11. **Distribution and Cash Flow Allocations.** Distribution and Cash Flow Allocations for any fiscal year of the Partnership shall be allocated among the Partners in accordance with the Profit and Loss Allocations.
12. **Management of the Partnership.** The Partnership shall be managed by the General Partner, who shall exercise control over the affairs of the Partnership. The General Partner shall be under a fiduciary duty to conduct and manage the affairs of the Partnership in a prudent, businesslike, and lawful manner and shall devote such part of its time to the affairs of the Partnership as shall be deemed necessary and appropriate to pursue the business and carry out the purposes of the Partnership as contemplated in this Partnership Agreement. The General Partner shall use commercially reasonable efforts and exercise good faith in all activities related to the business of the Partnership.
13. **Partnership Representative.** For the purposes of Subchapter C of Chapter 63 of the Code, the General Partner shall serve as the "Partnership Representative" of the Company and, as such, shall have all of the rights and obligations given to a Partnership Representative under said Subchapter.
14. **Limitation of Liability.** Except as otherwise required under the Act (relating to a limited partner's liability under certain circumstances to refund to the Partnership distributions of cash previously made to it as a return of capital), no Limited Partner shall be personally

liable for any loss or liability of the Partnership beyond the amount of such Limited Partner's agreed-upon Capital Contributions.

15. **Books of Account.** The General Partner shall keep proper books of account for the Partnership using the accrual basis of accounting (subject to year-end adjustments). Such books of account shall be kept at the principal office of the Partnership.
16. **Counterparts.** This Partnership Agreement may be executed in several counterparts, all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.
17. **Applicable Law.** This Partnership Agreement and the rights of the Partners hereunder shall be interpreted in accordance with the laws of the State of Virginia.
18. **Successors.** This Partnership Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns.
19. **Severability.** The invalidity or unenforceability of any provision of this Partnership Agreement in a particular respect shall not affect the validity of enforceability of any other provisions of this Partnership Agreement or of the same provision in any other respect.
20. **First Right of Refusal.** Bay Aging, a Virginia non-stock corporation and 501(c)(3) organization, is the sole member of Bay Aging Brennan Pointe GP, LLC, the Nonprofit GP Member of the General Partner and the Grantee of the right of first refusal to the real property known as Rosenwald Pointe, pursuant to that certain Right of First Refusal Agreement dated March 12, 2024 by and between the Partnership and the Bay Aging attached hereto as Exhibit A.
21. **Amendment of the Partnership Agreement.** This Partnership Agreement may not be amended in whole or in part except by a written instrument signed by each General Partner and each Limited Partner.

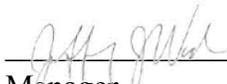
*[the remainder of this page was intentionally left blank]*

The Partners have executed this Partnership Agreement as of the date first set forth at the beginning hereof.

**General Partner:**

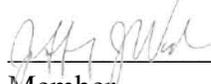
Rosenwald Pointe GP, LLC  
An Ohio limited liability company

By: Woda Cooper Communities II, LLC,  
An Ohio limited liability company  
Its Managing Member

By:  \_\_\_\_\_  
Its: Manager

**Limited Partner:**

Woda Investor Member, LLC  
An Ohio limited liability company

By:  \_\_\_\_\_  
Its: Member

## Exhibit A

Parcel Nos. 37/2/20, 37/2/19, 37/8/4, 37/5/15, 37/5/14, 37/5/13, 37/5/12, 37/5/11, 37/5/10, 37/5/9, 37/5/8 and 37/5/7

PREPARED BY: Matthew Greeson, Esq. VA Bar No.83939  
WHEN RECORDED MAIL TO: Reno & Cavanaugh PLLC  
455 Massachusetts Avenue, NW, Suite 400  
Washington, DC 20001

## **RIGHT OF FIRST REFUSAL** **AGREEMENT**

### **(Rosenwald Pointe)**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among Rosenwald Pointe Limited Partnership, a Virginia limited partnership (the "Owner" or the "Company"), Bay Aging , a Virginia non-stock nonprofit corporation (the "Grantee"), and is consented to by Rosenwald Pointe GP, LLC, an Ohio limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [ State Registered] limited liability company (the "**Investor Member**") and [Special Member] ] **[SPECIAL LIMITED PARTNER, L.L.C.]**, a [State Registered] limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

### Recitals

- A. The Owner, pursuant to its [Amended and Restated] Partnership Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of a 53-unit apartment project for families located in Waynesboro , Virginia and commonly known as "Rosenwald Pointe" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any

reserves of the Partnership that is required by Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

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

Section 3. Purchase Price; Closing

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

Section 4. Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
  - (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:
- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
  - (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

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

Section 5. Contract and Closing

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

Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**”

latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner’s attorney’s fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner’s title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

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

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

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

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

Section 9. Option to Purchase

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

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received two (2) business days after being deposited in the United States mail and sent by

certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, Kathy E. Vesley, President & CEO, 5306 Old Virginia Street PO Box 610, Urbanna, VA 23175.

#### Section 11. Severability of Provisions

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

#### Section 12. Binding Provisions

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

#### Section 13. Counterparts

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

#### Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow 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 Members [and Virginia Housing].

Section 17. Time

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

Section 18. Legal Fees

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

Section 19. Subordination

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

Section 20. Rule Against Perpetuities Savings Clause

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

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

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

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

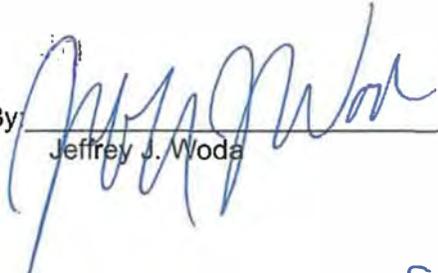
IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

**OWNER:**

**Rosenwald Pointe Limited Partnership**, a Virginia limited partnership

By: Rosenwald Pointe GP, LLC, , an Ohio limited liability company, its general Partner

By: Woda Cooper Communities II, LLC, its Managing Member

By:  \_\_\_\_\_, its Manager  
Jeffrey J. Woda

State of Ohio CITY/COUNTY OF Franklin

On March 12, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Jeffrey J. Woda, 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 his capacity as Manager of Woda Cooper Communities II, LLC, the managing member of Rosenwald Pointe GP, LLC, the General Partner of Rosenwald Pointe Limited Partnership 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: 7/19/27

Registration No.: 2022-RE-843279

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

**GRANTEE:**

Bay Aging, a Virginia non-stock nonprofit corporation

By: *Kathy E. Vesley*

Name: Kathy E. Vesley

Title: President & CEO

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Middlesex

On March 12, \_\_\_\_\_, 20 24, before me, the undersigned, a notary public in and for said state, personally appeared Kathy E. Vesley, 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 President & CEO of Bay Aging, 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: *Stephanie Mary Hutton*

Commission Expires: 11/30/2026

Registration No.: 7780473



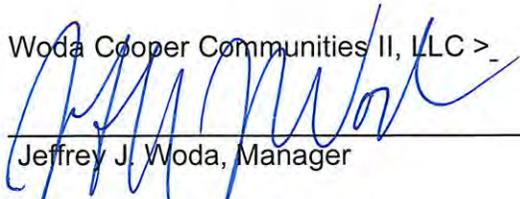
Right of First Refusal

Agreement [Project name]  
Apartments Signature  
Page 2 of 4

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

**GENERAL PARTNER:**

**Rosenwald Pointe GP, LLC**, an Ohio limited liability company

By: Woda Cooper Communities II, LLC >  
By:   
Its: Jeffrey J. Woda, Manager

STATE OF OHIO <sup>County of</sup> CITY OF Franklin

On March 12, 2021, before me, the undersigned, a notary public in and for said state, personally appeared Jeffrey J. Woda, 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 Manager of Woda Cooper Communities II, LLC , the managing member of Rosenwald Pointe GP, LLC , 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: 1/19/27

Registration No.: 2022-RE-843279

Agreement [Project  
name] Apartments  
Signature Page 3 of 4

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

**INVESTOR MEMBER:**

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

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

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

**SPECIAL MEMBER:**

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

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

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

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared [ \_\_\_\_\_ ], personal 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, LLC.**, 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 \_\_\_\_\_

Agreement [Project  
name] Apartments  
Signature Page 4 of 4

**EXHIBIT A**

**LEGAL DESCRIPTION**

[insert legal]

## **LEGAL DESCRIPTION**

The Land is described as follows:

The following described real property located in County City of Waynesboro, State of Virginia; being more particularly described as follows:

### **PARCEL A:**

Parcel One: All that certain lot or parcel of land containing 0.61 acre, more or less, together with the improvements thereon, and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, lying and being situate in the Basic Section of the City of Waynesboro, Virginia, being known and designated as LOT NO. TWO (2) in the subdivision of the M. M. Johnson Estate, and being more fully described by a metes and bounds description found within a deed dated October 14, 1944, which is of record in the Clerk's Office of the Circuit Court of Augusta County, Virginia in Deed Book 326, at page 497.

Parcel Two: All that certain lot or parcel of land containing 0.44 acre, more or less, together with the improvements thereon, and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, lying and being situate in the Basic Section of the City of Waynesboro, Virginia, being a portion of the subdivision of the M. M. Johnson Estate and being more particularly described by a metes and bounds description found within a deed from Lucy A. Mahoney and husband to Hattie D. Mars and husband, dated May 31, 1945, which is of record in the Clerk's Office of the Circuit Court of Augusta County, Virginia in Deed Book 331, at page 70.

LESS AND EXCEPT THEREFROM a strip of land containing 10.01 feet in width and 116.52 feet in width conveyed to ACEND 2002, LLC, a Virginia limited liability company, by a deed dated July 10, 2007, which is recorded in the Clerk's Office of the Circuit Court of the City of Waynesboro, Virginia as Instrument No. 070002365, and shown on plat attached thereto.

BEING the same land and premises that Michele Jordan, Trustee of the Lee Land Trust, dated March 29, 2021 by deed dated 03/25/2021, and recorded on 06/16/2021, Office of the Recorder of Deeds in and for City of Waynesboro County, State of Virginia, in Deed Instrument No. 210001717, did grant and convey unto LDV Development, LLC, a Nevada limited liability company, in fee.

AND

### **PARCEL B:**

Tract 1: All that certain lot or parcel of land together with all improvements thereon, and all rights, privileges and appurtenances thereunto belonging or anywise appertaining, lying and being in the City of Waynesboro, Virginia, and more particularly described as PARCEL "D" on a plat entitled "WAIVER OF SUBDIVISION PLAT FOR ROBERT L., JR., & ELLEN B. WOOSLEY, WAYNESBORO, VIRGINIA." dated November 19, 1999, made by Brenneman Engineering, a copy of which is of record in the Clerk's Office of the Circuit Court of the City of Waynesboro, Virginia, attached to deed of record at Deed Book 277, Page 296;

Tract 3: All those eleven certain lots or parcels of land, designated on the plat of C.M. Meadow property, dated July 27, 1945, made by W.A. Crawfords, S.A.C., of record in the office of the Clerk of the Circuit Court of Augusta County, Virginia, in Deed Book 358, Page 280, as Lots Seven (7) through Seventeen (17) inclusive;

BEING the same land and premises that Hugh F. Larew, by deed dated 02/20/2007, and recorded on 02/21/2007, Office of the Recorder of Deeds in and for City of Waynesboro County, State of Virginia, in Deed Instrument No. 070000533, did grant and convey unto ACEND 2002, LLC, a Virginia limited liability company, in fee.

Parcel Nos. 37/2/20, 37/2/19, 37/8/4, 37/5/15, 37/5/14, 37/5/13, 37/5/12, 37/5/11, 37/5/10, 37/5/9, 37/5/8 and 37/5/7

~~RECORDING REQUESTED~~ PREPARED BY: Matthew Greeson, Esq. VA Bar  
No. 83939  
~~AND~~ WHEN RECORDED MAIL TO: Reno & Cavanaugh PLLC  
455 Massachusetts Avenue, NW, Suite 400  
Washington, DC 20001

## RIGHT OF FIRST REFUSAL AGREEMENT

~~([Project name] Apartments Rosenwald  
Pointe)~~

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of [Closing Date] by and among ~~[OWNER ENTITY]~~ Rosenwald Pointe Limited Partnership, a Virginia limited liability company ~~partnership~~ (the “Owner” or the “Company”), ~~[GRANTEE]~~ Bay Aging, a Virginia non-stock nonprofit corporation (the “Grantee”), and is consented to by ~~[MANAGING MEMBER ENTITY]~~, a Virginia Rosenwald Pointe GP, LLC, an Ohio limited liability company (the “Managing Member”), ~~[INVESTOR ENTITY]~~, a [State Registered] limited liability company (the “Investor Member”) and [Special Member] ~~[SPECIAL LIMITED PARTNER, L.L.C.]~~, a [State Registered] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

### Recitals

- A. The Owner, pursuant to its [Amended and Restated] ~~Operating~~ Partnership Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of ~~an [Number]]~~ a 53-unit apartment project for families located in ~~[Jurisdiction]~~ Waynesboro, Virginia and commonly known as “~~[Project name]~~ Apartment Rosenwald Pointe” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth

herein;

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

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any

reserves of the Partnership that is required by Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

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

Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

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

Section 4. Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
  - (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

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

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

#### Section 5. Contract and Closing

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

#### Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**”

latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner’s attorney’s fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner’s title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

#### Section 7. Transfer

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

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any

rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

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

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner’s status as owner

of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

#### Section 9. Option to Purchase

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

shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

#### Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received

(i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, ~~[Grantee Contact Name][Grantee Mailing Address]~~ and Section 11. Severability of Provisions Kathy E. Vesley,  
President & CEO, 5306 Old Virginia Street PO Box 610,  
Urbanna, VA 23175.

#### Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is

determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

#### Section 12. Binding Provisions

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

#### Section 13. Counterparts

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

#### Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow 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 Members [and Virginia Housing].

Section 17. Time

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

Section 18. Legal Fees

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

Section 19. Subordination

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

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last

survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one

(21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running

with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

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

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

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

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

**OWNER:**

~~{OWNER ENTITY}, a {Rosenwald Pointe, a Virginia} limited liability company~~  
partnership

By: ~~{Managing Member Entity}, a {Virginia} Rosenwald Pointe GP, LLC, an Ohio~~ limited liability company, its ~~managing member~~ By: ~~Managing Member of MM if applicable~~  
general Partner

By: Woda Cooper Communities II, LLC, its Managing Member

By: ~~Authorized Owner Signatory~~ \_\_\_\_\_, its Manager  
Jeffrey J. Woda

~~COMMONWEALTH OF VIRGINIA~~

~~CITY~~State of Ohio~~CITY~~/COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared ~~E~~ \_\_\_\_\_, Jeffrey J. Woda, 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~~his capacity as ~~E~~ \_\_\_\_\_  
\_\_\_\_\_Manager of Woda Cooper Communities II, LLC, the managing member of ~~the {Managing Member Entity}, which is the managing member of {Owner Entity} and that by her~~Rosenwald Pointe GP, LLC, the General Partner of Rosenwald Pointe Limited Partnership 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: \_\_\_\_\_

Registration No.: \_\_\_\_\_

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

**GRANTEE:**

~~\_\_\_\_\_~~ Bay Aging, a Virginia non-stock nonprofit corporation

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

Name: Kathy E. Vesley

Title: President & CEO

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared ~~\_\_\_\_\_~~

Kathy E. Vesley, 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 ~~\_\_\_\_\_~~ as President & CEO of Bay Aging, 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: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Right of First Refusal  
Agreement [Project name]  
Apartments Signature  
Page 2 of 4

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

~~MANAGING MEMBER~~ **GENERAL PARTNER:**

~~[MANAGING MEMBER ENTITY]~~, a Virginia **Rosenwald**

**Pointe GP, LLC**, an Ohio limited liability company ~~By: \_\_\_~~

By: Woda Cooper Communities II, LLC >

By: \_\_\_\_\_  
Its: Jeffrey J. Woda, Manager

~~COMMONWEALTH~~ STATE OF

~~VIRGINIA~~ OHIO CITY/~~COUNTY~~ OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared ~~[-~~ Jeffrey J. Woda, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~[she]~~ he executed the same in ~~her~~ his capacity as ~~[-~~ the sole Manager of Woda Cooper Communities II, LLC, the managing member of ~~[Managing Member Entity]~~ Rosenwald Pointe GP, LLC, and that by ~~her~~ his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

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

Commission Expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

RightofFirstRefusal  
Agreement [Project  
name] Apartments  
Signature Page 3 of 4

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

**INVESTOR MEMBER:**

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

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

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

**SPECIAL MEMBER:**

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

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

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

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

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

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

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

[insert legal]

# **ROSENWALD POINTE GP, LLC**

(the “Company”)

Amended and Restated Operating Agreement

March 12, 2024

**Managing Member:**

**Woda Cooper Communities II, LLC**  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

**Nonprofit Member:**

**Bay Aging Brennan Pointe GP, LLC**  
5306 Old Virginia St.  
PO Box 610  
Urbanna, VA 23175

**Nonprofit Member 2:**

**STOP Inc.**  
5700 Thurston Avenue, Suite 101  
Virginia Beach, VA 23454

**Member:**

**Bruce Watts**  
530 S. Main St.  
Norfolk, VA 23523

THE LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS (AND THE UNITS INTO WHICH THEY ARE DIVIDED) ISSUED IN ACCORDANCE WITH AND DESCRIBED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, OR UNDER THE SECURITIES LAWS OF ANY STATE, IN RELIANCE ON EXEMPTIONS UNDER THOSE LAWS, NEITHER THESE UNITS NOR ANY OTHER PORTION OF A MEMBERSHIP INTEREST IN THE COMPANY MAY BE SOLD OR OTHERWISE TRANSFERRED EXCEPT AS PERMITTED UNDER (A) THIS AGREEMENT AND (B) THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES.

# ROSENWALD POINTE GP, LLC

(An Ohio Limited Liability Company)

Charter No. 5188977

## Amended and Restated Operating Agreement

March 12, 2024

This Amended and Restated Operating Agreement (this “Operating Agreement”) is entered into as of the date first set forth above by and among **Woda Cooper Communities II, LLC**, an Ohio limited liability company (the “Managing Member”), **Bruce Watts**, an individual (“Member”), **Bay Aging Brennan Pointe GP, LLC**, a Virginia limited liability company (the “Nonprofit Member”) and **STOP Inc.**, a Virginia nonprofit corporation (the “Nonprofit Member 2”), together, herein referred to as the “Members” of Rosenwald Pointe GP, LLC (the “Company”), made effective as of the date set forth above. This Operating Agreement is intended to supersede, restate, and replace the existing Operating Agreement and any amendments thereto in its entirety.

### STATEMENT OF AGREEMENT

The parties to this Operating Agreement, each in consideration of the acts, capital contributions and promises of the others, agree as follows:

1. **Name and Organization.** The Company was formed on February 26, 2024, by the filing of the Company’s Articles of Organization (the “Articles”) with the Ohio Secretary of State and the Company Rosenwald Pointe GP, LLC.
2. **Character and Purpose of Business.** The purpose of the Company shall be to engage in any lawful act or activity for which limited liability companies may be formed under the Act, as now in effect or hereafter amended, including but not limited to act as the general partner in a limited partnership and to sign any and all documents on behalf of the such limited partnership and to do all things necessary for such limited partnership to (a) submit an application for an allocation of low income housing tax credits (b) acquire, construct, own, finance, lease, maintain and operate a housing development; (c) to eventually sell or otherwise dispose of the housing development; (d) to rehabilitate the housing development; and (e) to engage in all other activities incidental or related thereto.

The Managing Member acting on behalf of the Company, is authorized to execute and submit, on behalf of any partnership for which the Company is a general partner, applications for the reservation of low-income housing tax credits allowed for low-income housing projects pursuant to Section 42 of the Internal Revenue Code.

3. **Principal Place of Business.** The address of the principal place of business of the Company shall be 500 S. Front St., 10<sup>th</sup> Floor, Columbus, OH 43215 or such other address as may from time to time be selected by the Managing Member.
4. **Agent for Service of Process.** The Agent for Service of Process for the Company shall be Christopher L. LaGrand, 500 S. Front St., 10<sup>th</sup> Floor, Columbus, OH 43215.
5. **Name and Address of Managing Member.** The name and address of the Managing Member is as follows:

**Woda Cooper Communities II, LLC**  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

6. **Name and Address of Nonprofit Member.** The name and address of the Nonprofit Member is as follows:

**Bay Aging Brennan Pointe GP, LLC**  
5306 Old Virginia St.  
PO Box 610  
Urbanna, VA 23175

7. **Name and Address of the Nonprofit Member 2:** The name and address of the Nonprofit Member 2 is as follows:

**STOP Inc.**  
5700 Thurston Avenue, Suite 101  
Virginia Beach, VA 23454

8. **Name and Address of Member:** The name and address of the Member is as follows:

**Bruce Watts**  
530 S. Main St.  
Norfolk, VA 23523

9. **Term of Company.** The term of the Company began on the date set forth at the beginning hereof, and the Company shall continue in existence until such later date as is agreed to by all the Members, unless it is earlier dissolved and terminated pursuant to the provisions of this Operating Agreement.

10. **Members' Capital Contributions/Percentage of Interest.** The Managing Member has made or will make a capital contribution to the Company in the amount of \$64.00. The Nonprofit Member has made or will make a capital contribution to the Company in the amount of \$10.00. The Nonprofit Member 2 has made or will

make a capital contribution to the Company in the amount of \$1.00. The Member has made or will make a capital contribution in the amount of \$25.00.

The initial percentages of Interest (as defined below) of the respective Members as of the date of this Operating Agreement are as follows:

Managing Member	64%
Nonprofit Member	10%
Nonprofit Member 2	1%
Member	25%

“Interest” means the entire ownership interest of a member in the Company at any particular time, including, without limitation, allocations of profit or loss (or items thereof), distributions, any and all rights to vote and otherwise participate in the Company's affairs, and any benefits to which a member may be entitled under this Agreement or the Act, together with the obligations of such member to comply with the provisions of this Agreement and the Act. Reference to a percentage in Interest of the Members means those Members owning, in the aggregate, such percentage of the Interests held by all Members on the day for such determination.

11. **Profit and Loss Allocations.** Profits and losses for any fiscal year of the Company shall be allocated among the Members in accordance with each member’s Interest.
12. **Distribution and Cash Flow Allocations.** Distribution and Cash Flow Allocations for any fiscal year of the Company shall be allocated among the Members in accordance with the Profit and Loss Allocations.
13. **Tax Provisions.**
  - (a) **Allocations Required by Treasury Regulations.**
    - (i) (A) Subject to the exceptions set forth in Treas. Reg. §§1.704-2(f)(2)--(5), if there is a net decrease in Minimum Gain during any fiscal year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member’s share of the net decrease in Minimum Gain, determined in accordance with Treas. Reg. §1.704-2(g)(2). “**Minimum Gain**” shall have the meaning set forth in Treas. Reg. §§1.704-2(b)(2) and 1.704-2(d). This paragraph is intended to comply with the minimum gain chargeback requirement in Treas. Reg. §§1.704-2(b)(2) and (f) and shall be interpreted consistently therewith.
    - (B) Subject to the exceptions set forth in Treas. Reg. §1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Company fiscal year, each member who has a share of the Member Nonrecourse Debt Minimum Gain, determined in accordance with Treas. Reg. §1.704-2(i)(3), shall be specially allocated items of Company income and

gain for such year (and, if necessary, subsequent years) in an amount equal to such member's share of the net decrease in Member Nonrecourse Debt Minimum Gain, determined in accordance with Treas. Reg. §1.704-2(i)(5). This paragraph is intended to comply with the minimum gain chargeback requirement in Treas. Reg. §1.704-2(i)(4) and shall be interpreted consistently therewith. "**Member Nonrecourse Debt Minimum Gain**" means an amount, with respect to each Member Nonrecourse Debt, determined in accordance with Treas. Reg. §1.704-2(i). "**Member Nonrecourse Debt**" shall have the meaning set forth in Treas. Reg. §1.704-2(b)(4) for "member nonrecourse debt."

(ii) In the event any member unexpectedly receives any adjustments, allocations or distributions described in Treas. Reg. §1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to such member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit in that member's Adjusted Capital Account Balance as quickly as possible. This paragraph is intended to constitute a "qualified income offset" within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. "**Adjusted Capital Account Balance**" means the balance in the Capital Account of a member as of the end of the relevant fiscal year of the Company, after giving effect to the following: (a) credit to such Capital Account any amounts the member is obligated to restore, pursuant to the terms of this Agreement or otherwise, or is deemed obligated to restore pursuant to the penultimate sentences of Treas. Reg. §§1.704-2(g)(1) and 1.704-2(i)(5), and (b) debit to such capital account the items described in Treas. Reg. §§1.704-1(b)(2)(ii)(d)(4), (5) and (6).

(iii) Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Members in accordance with their Percentage Interests. "**Nonrecourse Deductions**" shall have the meaning set forth in Treas. Reg. §1.704-2(b)(1). The amount of Nonrecourse Deductions for a Company fiscal year equals the excess, if any, of the net increase, if any, in the amount of Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Minimum Gain, determined according to the provisions of Treas. Reg. §1.704-2(c). "**Nonrecourse Liability**" shall have the meaning set forth in Treas. Reg. §1.704-2(b)(3).

(iv) Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treas. Reg. §1.704-2(i). "**Member Nonrecourse Deductions**" shall have the meaning set forth in Treas. Reg. §1.704-2(i)(2) for "member nonrecourse deductions." For any Company taxable year, the amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt equals the net increase during the year, if any, in the amount of Member Nonrecourse Debt Minimum Gain reduced (but not

below zero) by proceeds of the liability that are both attributable to the liability and allocable to an increase in the Member Nonrecourse Debt Minimum Gain.

(v) The allocations set forth in this subsection (a) are intended to comply with certain requirements of Treasury Regulations promulgated under Code Section 704. Such allocations shall be taken into account in allocating other Profits, Losses, and items of income, gain, loss, and deduction to each member so that, to the extent possible, and to the extent permitted by Treasury Regulations, the net amount of such allocations of other Profits, Losses, and other items and such allocations to each member shall be equal to the net amount that would have been allocated to each member if such allocations had not been made.

(b) Rules of Application.

(i) Profits and Losses and other items of income, gain, loss and deduction shall be allocated to the Members in accordance with the portion of the year during which the Members have held their respective interests. All items of income, loss and deduction shall be considered to have been earned ratably over the period of the fiscal year of the Company, except that (A) gains and losses arising from the disposition of assets shall be taken into account as of the date thereof, and (B) with the consent of the Managing Member and all affected parties, the preceding items may be allocated by using an “interim closing of the books” method.

(ii) The allocation of Profits and Losses to any member shall be deemed to be an allocation to that member of the same proportionate part of each separate item of taxable income, gain, loss, deduction or credit that comprises such Profits and Losses.

(c) Rules Concerning Calculations of Profits and Losses and Code Section 704(c) Tax Allocations.

(i) For purposes of computing Profits and Losses, “**Carrying Value**” shall mean (A) with respect to contributed property, the agreed value of such property reduced (but not below zero) by Depreciation, (B) with respect to property the book value of which is adjusted pursuant to Treas. Reg. §§1.704-1(b)(2)(iv)(d), (e) or (f), the amount determined pursuant to subsections (c)(ii) or (iii), and (C) with respect to any other property, the adjusted basis of such property for federal income tax purposes as of the time of determination.

(ii) Upon the “liquidation” of the Company within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(g), the Carrying Value of the Company property shall be adjusted to its fair market value, as determined by the Managing Member. The Carrying Value of the Company property may be adjusted to its fair market value, as determined by the Managing Member, upon the occurrence of either of the following events:

(A) The acquisition of an additional interest in the Company by any new or existing member in exchange for more than a *de minimis* capital contribution; or

(B) The distribution by the Company to a member of more than a *de minimis* amount of property or money in consideration for an interest in the Company

A revaluation of the Company property referred to in the two immediately preceding sentences shall be made in accordance with Treas. Reg. §1.704-1(b)(2)(iv)(f) based on the fair market value of Company properties, as determined by the Managing Member using such reasonable methods of valuation as he adopts.

(iii) Immediately prior to the distribution of any Company property, the Carrying Value of such distributed property shall be adjusted to its fair market value, as determined by the Managing Member.

(iv) In accordance with Code Section 704(c) and the regulations thereunder, income, gain, loss and deduction with respect to any contributed property shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its agreed value, pursuant to any method permitted by the regulations and chosen by the Managing Member.

(v) In the event the Carrying Value of any Company asset is adjusted as described in paragraph (ii) or (iii) above, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Carrying Value in the same manner as under Code Section 704(c) and the regulations thereunder.

(vi) A transferee of a Membership Interest will succeed to the Capital Account relating to the Membership Interest transferred; provided, however, that if the transfer causes a termination of the Company under Code Section 708(b)(1)(B), the Company properties shall be deemed to have been distributed in liquidation of the Company to the Members (including the transferee of the Membership Interest) and re-contributed by such Members and transferees in reconstitution of the Company. The capital accounts of such reconstituted Company shall be maintained in accordance with the principles set forth herein.

14. **Management of Company.** The Company shall be managed by the Managing Member, who shall exercise control over the affairs of the Company. The Managing Member shall be under a fiduciary duty to conduct and manage the affairs of the Company in a prudent, businesslike and lawful manner and shall devote such part of their time to the affairs of the Company as shall be deemed necessary and appropriate to pursue the business and carry out the purposes of the Company as

contemplated in this Operating Agreement. The Managing Member shall use commercially reasonable efforts and exercise good faith in all activities related to the business of the Company.

15. **Partnership Representative.** For the purposes of Subchapter C of Chapter 63 of the Code, the Managing Member shall serve as the “Partnership Representative” of the Company and, as such, shall have all of the rights and obligations given to a Partnership Representative under said Subchapter.
16. **Limitation of Liability.** Each member’s liability for the debts and obligations of the Company shall be limited as set forth in the Act.
17. **Admission to Membership.** A Person may become a new member upon acquisition of a Membership Interest from the Company upon such terms and conditions as may be approved by the Managing Member. New members shall be allocated units for their contributions to the capital of the Company, as determined by the Managing Member at the time he approves the admission of such new members. Accordingly, the Members acknowledge that their percentage interests may be altered in the event one or more new members are admitted.
18. **Books of Account.** The Managing Member shall keep proper books of account for the Company using the accrual basis of accounting (subject to year-end adjustments). Such books of account shall be kept at the principal office of the Company. The fiscal year of the Company shall be the calendar year.
19. **Appointment of Officers.** The Managing Member shall appoint officers for the Company to perform various designated tasks and/or functions. The officers shall include a President, General Counsel, Secretary, and Treasurer, and may include one or more Vice Presidents and Assistant Secretaries. Each officer shall hold office until removed or replaced by the Managing Member. Any number of offices may be held by the same person. Any officer may resign at any time by giving written notice to the Managing Member and any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein. Any vacancy occurring in any office may be filled by the Managing Member.

The authority and duties of the officers of the Company shall be as follows:

(a) **President.** The President shall have the general powers and duties of management usually vested in a chief executive officer and shall have any other powers and duties that are prescribed by the Managing Member or this Agreement. The President shall have authority to bind the Company through signature on all contracts, leases, mortgages, deeds, conveyances, loan documents, resolutions, and other documents of the Company for the purpose of furthering the interests of the Company. The President shall have and may exercise all powers and duties entrusted to the Managing Member. The foregoing authorization shall not be deemed a restriction on the powers of the Managing Member to take any authorized action on behalf of the Company. The President

shall be deemed to be a “Manager” under the Act. All actions taken by the President on behalf of the Company or on behalf of any of its affiliates prior to the date hereof are hereby ratified, approved, and confirmed in all respects.

(b) General Counsel. The General Counsel shall act as inside legal counsel to the Company and advise the Company on all legal matters with all privileges and duties as legal counsel. The General Counsel shall have such powers and duties as may be prescribed by the Managing Member or as may be delegated by the President. The General Counsel as the legal representative of the Company shall have the power as General Counsel to execute all contracts, deeds, leases, mortgages, bonds, loan documents, resolutions, and other obligations in the name of the Company. In the absence of the President, the General Counsel may take any action that the President is permitted to take.

(c) Vice-President. The Vice President or Vice Presidents shall perform such duties as from time to time may be assigned by the President or the Managing Member.

(d) Secretary. The Secretary shall: (i) keep the minutes of all meetings or actions of the Members in one or more books provided for that purpose; (ii) be custodian of the Company records; (iii) keep a register of the post office address of each Member which shall be furnished to the Secretary by the Members and (iv) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or the Managing Member.

(e) Treasurer. The Treasurer shall: (i) have charge and custody of and be responsible for all funds, notes, bonds, securities and similar property belonging to the Company; (ii) receive and give receipts for moneys due and payable to the Company from any source whatsoever, and do with the same as shall be ordered by the President or the Managing Member; (iii) disburse the funds of the Company as ordered by the President or the Managing Member or as otherwise required in the conduct of the business of the Company; (iv) maintain accurate financial accounts and hold the same open for inspection and examination of the President or the Managing Member; (v) render to the President or the Managing Member, upon request, such reports as may be required to account for all his transactions as Treasurer and to report on the financial condition of the Company; and (vi) perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or the Managing Member. On the expiration of his term of office, the Treasurer shall turn over to his successor or the President all property, books, papers, vouchers and money of the Company in his hand.

(f) Assistant Secretary: The Assistant Secretary shall have such duties, responsibilities, and authority as is delegated to him by the Managing Member and the Secretary.

The Managing Member shall determine or provide the method of determining the compensation, if any, of all officers.

20. **Officers.** Intentionally left blank.

21. **Status.** For purposes of the U.S. Federal income tax and Ohio franchise and personal income tax, the Company is intended to be as an entity separate from its owner, pursuant to Treas. Reg. §301.7701-3(b) and O.R.C. §5733.01 (E), respectively.

22. **Dissolution.**

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) the determination of the Managing Member to dissolve the Company;

(ii) the written agreement of the all of the Members to dissolve the Company; or

(iii) upon entry of a decree of judicial dissolution under the Act.

(b) As soon as possible following the occurrence of any event causing the dissolution of the Company, if the Company is not continued, the Managing Member shall deliver a Certificate of Dissolution to the Ohio Secretary of State for filing that includes the name of the Company and the effective date of its dissolution.

23. **Effect of Events of Dissolution.** Upon an event of dissolution, the Company shall cease to carry on its business, except insofar as it may be necessary for the winding up of its business, but its separate existence shall continue until the activities set forth in §6.3 have been completed.

24. **Winding Up; Liquidation and Distribution of Assets.**

(a) Upon dissolution of the Company, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managing Member shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managing Member shall:

(i) Sell or otherwise liquidate all of the Company's assets as promptly as possible (except to the extent the Managing Member may determine to distribute any assets to the Members in kind);

(ii) Discharge all liabilities of the Company, including liabilities to Members who are creditors to the extent otherwise permitted by law, other than liabilities to Members for distributions;

(iii) Establish such Reserves as may be reasonably necessary to provide for contingencies or liabilities of the Company; and

(iv) Distribute the remaining cash and assets of the Company to Members in accordance with their positive Capital Accounts.

(c) For purposes of the liquidation of the Company's assets, the discharge of its liabilities and the distributions of the remaining funds among the Members as above described, the Managing Member shall have the authority on behalf of the Company to sell, convey, exchange or otherwise transfer the assets of the Company for such consideration and upon such terms and conditions as the Managing Member deems appropriate. The Managing Member, in his sole discretion, may make distributions in kind to Members. The Managing Member shall have the authority to purchase any Company assets at the appraised fair market value. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities of the Company to creditors to enable the Company to minimize normal losses during a liquidation period.

25. **Return of Contribution Nonrecourse to Other Members.** Except as provided by law, upon dissolution each member shall look solely to the assets of the Company for the return of Capital Contributions. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contributions of one or more Members, such member or members shall have no recourse against any other member.

26. **Indemnification of Nonprofit Member and Nonprofit Member 2.** The Company shall, jointly and severally, indemnify, defend, and save harmless Nonprofit Member and Nonprofit Member 2 from and against any claim, loss, expense, action, or damage, including without limitation, reasonable costs and expenses of litigation and appeal (and the reasonable fees and expenses of counsel) asserted against the Nonprofit Member based on any act, omission, malfeasance, or nonfeasance of the Company or the Managing Member, excluding only liability directly caused by the Nonprofit Member's or Nonprofit Member 2's gross negligence, intentional misconduct, or fraud. In addition, the

Company shall, jointly and severally, indemnify, defend, save, and hold harmless Nonprofit Member and Nonprofit Member 2, their respective representatives, from and against any and all costs, losses, liabilities, damages, lawsuits, proceedings (whether formal or informal), investigations, judgments, orders, settlements, recoveries, obligations, deficiencies, claims, and expenses (whether or not arising out of third party claims), including, without limitation, interest, penalties, attorneys' fees, and all amounts paid in investigation, or settlement of any of the foregoing, incurred in connection with or arising out of or resulting from the operations of the Company.

27. **Indemnification of Member.** The Partnership shall, jointly and severally, indemnify, defend, and save harmless the Member from and against any claim, loss, expense, action, or damage, including without limitation, reasonable costs and expenses of litigation and appeal (and the reasonable fees and expenses of counsel) asserted against the Member based on any act, omission, malfeasance, or nonfeasance of the Partnership or the Member, excluding only liability directly caused by the Member's gross negligence, intentional misconduct, or fraud. In addition, the Partnership shall, jointly and severally, indemnify, defend, save, and hold harmless the Member its representatives, from and against any and all costs, losses, liabilities, damages, lawsuits, proceedings (whether formal or informal), investigations, judgments, orders, settlements, recoveries, obligations, deficiencies, claims, and expenses (whether or not arising out of third party claims), including, without limitation, interest, penalties, attorneys' fees, and all amounts paid in investigation, or settlement of any of the foregoing, incurred in connection with or arising out of or resulting from the operations of the Partnership.
28. **Reliance of Third Parties on Authority of Officers.** No financial institution or any other person, firm or corporation dealing with any officer shall be required to ascertain whether such officer is acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation shall be protected in relying solely upon the acts and assurances of and the execution of any instruments by any of the officers.
29. **Notices.** Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed, if sent by facsimile, with receipt confirmed by telephone, or if sent by registered or certified mail, postage and charges prepaid, addressed to the Members' or the Company's address, as appropriate, as set forth in this Agreement or as provided by such member. Except as otherwise provided herein, any such notice shall be deemed to be given five (5) business days after the date on which the same was duly mailed, if sent by registered or certified mail, or on the date of receipt, if personally delivered or transmitted to the telephone number supplied to the

Company as the Members' facsimile number by the member to whom the notice is sent, with receipt confirmed by telephone.

30. **Waiver of Notice.** When any notice is required to be given to any member, a waiver thereof in writing signed by the member entitled to such notice, whether before, at, or after the member is entitled to such notice, and whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.
31. **Counterparts.** This Operating Agreement may be executed in several counterparts all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.
32. **Applicable Law.** This Operating Agreement and the rights of the Members hereunder shall be interpreted in accordance with the laws of the State of Ohio.
33. **Waiver of Action for Partition.** Each member irrevocably waives during the term of existence of the Company any right that such member may have to maintain any action for partition with respect to the property of the Company.
34. **Successors.** This Operating Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns.
35. **Headings.** The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions hereof.
36. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
37. **Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements in this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.
38. **Waivers.** The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
39. **Severability.** The invalidity or unenforceability of any provision of this Operating Agreement in a particular respect shall not affect the validity and enforceability of any other provisions of this Operating Agreement or of the same provision in any other respect.

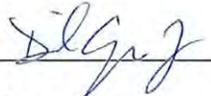
40. **Amendment of Operating Agreement.** This Operating Agreement may not be amended in whole or in part except by a written instrument signed by each member.
41. **Execution of Additional Instruments.** Each member shall execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations or to carry out the purposes of this Agreement.

*[The remainder of this page was intentionally left blank.]*

The undersigned have executed this Operating Agreement as of the date first set forth at the beginning hereof.

**MANAGING MEMBER:**

**Woda Cooper Communities II, LLC**  
An Ohio limited liability company

By: 

Its: Manager

**NONPROFIT MEMBER:**

**Bay Aging Brennan Pointe GP, LLC**

By: 

Its: Bay Aging President & CEO

**NONPROFIT MEMBER 2:**

**STOP Inc.**

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

Its: \_\_\_\_\_

**MEMBER:**



Bruce Watts

The undersigned have executed this Operating Agreement as of the date first set forth at the beginning hereof.

**MANAGING MEMBER:**  
**Woda Cooper Communities II, LLC**  
An Ohio limited liability company

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

Its: \_\_\_\_\_

**NONPROFIT MEMBER:**  
**Bay Aging Brennan Pointe GP, LLC**

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

Its: \_\_\_\_\_

**NONPROFIT MEMBER 2:**  
**STOP Inc.**

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

Its: President and CEO

**MEMBER:**

\_\_\_\_\_  
Bruce Watts

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into effective as of the 12<sup>th</sup> day of March, 2024, by and between Woda Cooper Development, Inc. (the “Developer”) and Rosenwald Pointe Limited Partnership (the “Owner”).

### WITNESSETH:

**WHEREAS**, the Owner has been formed for the purposes, *inter alia*, of acquiring, financing, owning, constructing, developing, maintaining, improving, operating, leasing, and selling or otherwise disposing of real property described on Exhibit A attached hereto (the “Land”), together with all improvements furnishings, equipment, and personal property to be located thereon generally described on Exhibit B attached hereto (altogether, the “Improvements”) (together, the Land and Improvements will be collectively referred to herein as the “Project”). All units of which Project are intended to be rented and managed in order that the Project will qualify for low-income housing tax credits provided in Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”);

**WHEREAS**, in order to effectuate the purposes for which it has been formed, the Owner has engaged the services of the Developer with respect to overseeing the development of the Project for the Owner; and

**WHEREAS**, the Developer is experienced in the development of low-income multi-family housing projects pursuant to Section 42 of the Code; and

**WHEREAS**, the parties desire to memorialize their agreement with respect to the obligations of, and the services to be performed by the Developer;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Appointment. The Owner hereby appoints the Developer to render services for the Owner, and confirms and ratifies the appointment of the Developer with respect to services rendered for the Owner to date, in supervising and overseeing the development of the Project as herein contemplated.

2. Obligations of the Developer.

The Developer shall have the following duties:

(a) To perform a financial feasibility study of the Project including, but not limited to, investigating various construction financing alternatives for the construction of the Project;

(b) To assist, advise and consult on the selection of, and provide coordination and supervision of, the architect and engineer in connection with the preparation of, and any changes to, the site plan for the Project and the renderings, drawings and specifications for construction of Improvements (the “Plans and Specifications”);

(c) To be cognizant of, and advise the Owner with respect to, compliance with Section 42 of the Code and applicable state law tax credit requirements as such laws relate to the development and construction of the Project and to coordinate the services of professionals in connection therewith;

(d) To be cognizant of and advise the Owner with respect to any and all land use and zoning laws, rules or regulations, city ordinances, including health and fire safety regulations, or any other requirements of law or governmental authorities applicable to the development and construction of the Improvements and to coordinate the services of professionals in connection therewith;

(e) To assist, coordinate and supervise the obtaining of all necessary permits and approvals for, and in connection with, the development and construction of the Project;

(f) To consult, advise and assist in obtaining construction financing for the development and construction of the Improvements, including, without limitation, preparation of a development and construction budget and pro forma cash flow projections and coordinating professionals in connection therewith;

(g) To be cognizant of, and advise the Owner with respect to, compliance with any and all obligations of the Owner under any agreements with lenders or any governmental entities, which agreements have been executed by the Owner in connection with approvals for, or financing of, the Project or construction of the Improvements;

(h) To cooperate and coordinate with the general contractor appointed by the Owner;

(i) To otherwise use commercial best efforts to coordinate, supervise, monitor and cause the development and construction of the Project on a timely basis and within the contemplated budget;

(j) To record the progress on all of the foregoing, and, as requested, submit written progress reports to the Owner; and

(k) To maintain or cause to be maintained at its sole cost and expense all office and accounting facilities and equipment necessary to adequately perform all functions of Developer specified herein.

The Developer may retain the services of independent consultants, provided the Owner shall have no responsibility to such independent parties. The Developer shall not be required to take any action, which would require a contractor’s license.

The Developer shall be an independent contractor.

3. Development Fee.

In consideration of the performance by the Developer of the development services described herein, the Owner shall pay to the Developer a development fee and a development overhead fee (altogether, the "Development Fee") in the aggregate amount of One Million Nine Hundred Sixty-Six Thousand Five Hundred Twenty-Eight Dollars (\$1,966,528).

The Owner and the Developer acknowledge that specific portions of the Development Fee shall be earned by Developer and payable by the Owner as certain benchmarks are satisfied, but in any event all of the Development Fee shall be earned by the Developer upon the issuance of the last certificate of occupancy for the Project.

The development fee shall be earned by the Developer as follows:

- (a) Ten percent (10%) of the fee shall be earned based on certain pre-construction activities accomplished by December 31, 2025, as requested by the Owner.
- (b) Ten percent (10%) of the fee shall be earned based on the issuance of the last certificate of occupancy for the Project.

The development fee shall be paid by the Owner no later than the following dates:

- (a) At the time of construction loan closing, an amount calculated at \$197,653 shall be paid to the Developer.
- (b) At the time of construction completion, an amount calculated at \$197,653, plus cost savings shall be paid to the Developer.
- (c) At the time of 100% qualified occupancy, an amount of \$256,816, plus cost savings shall be paid to the Developer.
- (d) At the time of issuance of the IRS Form 8609 for the Project, an amount of \$945,717, plus cost savings shall be paid to the Developer.
- (e) The deferred portion of the Developer Fee, currently projected as \$346,166, or such other remaining balance shall be payable to the Developer from the distributable cash flow from the Owner, but in no event later than the end of the calendar year in which the 15<sup>th</sup> anniversary of the issuance of the last certificate of occupancy for the Project occurs.

The unpaid portion of the Development Fee shall not bear interest.

4. Termination of Duties and Responsibilities of Developer.

The Developer shall have no further duties or obligations hereunder after receipt of a Certificate of Occupancy for the last building in the Project and completion of all punch list items. The Developer's duties, responsibilities and rights hereunder shall not be terminated by the Owner except for "cause" as finally determined by a court of competent jurisdiction. For purposes hereof, "cause" shall mean fraud, dishonesty, and reckless disregard for customary practices and intentional misconduct after at least forty-five (45) days prior notice and opportunity to cure.

5. Miscellaneous.

(a) This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any of the parties hereto without the written consent of the other party, except that the Developer may assign its rights but not its duties under this Agreement.

(b) The descriptive paragraph headings of this Agreement are inserted for convenience only and are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provision hereof.

(c) This Agreement and the rights and obligations of the parties hereto shall be governed and construed and enforced in accordance with the laws of the state of Virginia.

(d) This Agreement embodies the entire agreement and understanding between the parties relating to the obligations of, and services to be performed by, the Developer in overseeing the development of the Project, and supersedes all prior agreements, understandings, representations, or warranties, express or implied, related to such subject matter.

(e) This Agreement shall not be amended or modified in any respect without the prior written consent of each party hereto and the Owner's general partner.

(f) No party hereto shall file or attempt to file this Agreement of record.

(g) This Agreement and the obligations of the Developer hereunder are solely for the benefit of the Owner and its partners and no benefits to third parties are intended.

(h) In the event any provision hereof is deemed to be unenforceable or against public policy, then such provision shall be deemed omitted from this Agreement and to the extent possible such provision shall be replaced with an enforceable provision which corresponds with the spirit of the omitted provision, and no other provision of this Agreement shall be affected by such omission or unenforceability.

(i) The parties agree that the prevailing party in any action or dispute involving litigation concerning the subject matter hereof, shall be entitled to attorneys' fees and court costs.

(j) The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

6. Notice.

Any notice required to be given hereunder shall be in writing and mailed by certified mail, postage prepaid, or hand delivered with receipt of service simultaneously to all parties at the addresses set forth on Exhibit C attached hereto. Each party shall have the right to change its address for the receipt of notices, upon the giving of proper notice to all other parties hereto. Whenever a period of time is to be computed from the date of receipt of an item of certified mail, such period shall be computed from the fifth day following the date of mailing if delivery of the certified mail item is refused by the party to whom it was directed. Otherwise, such period shall be computed from the date of delivery.

7. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

8. Responsibilities of the Owner.

In order for the Developer to perform duties described herein, the Owner shall:

- (a) Provide full information regarding its requirements for the Project;
- (b) Designate a representative who shall be fully acquainted with the scope of the work and has authority to render decisions promptly and furnish information expeditiously; and,
- (c) If the Owner becomes aware of any fault or defect in the Project or nonconformance with any contract or other documents, it shall give prompt written notice thereof to the Developer.

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date and year first above written.

**DEVELOPER:**

Woda Cooper Development, Inc.

By:  \_\_\_\_\_  
David Cooper, Jr., President

**OWNER:**

Rosenwald Pointe Limited  
Partnership

A Virginia limited partnership

By: Rosenwald Pointe GP, LLC  
An Ohio limited liability company  
Its General Partner

By: Woda Cooper Communities II, LLC  
An Ohio limited liability company  
Its Managing Member

By:  \_\_\_\_\_  
David Cooper, Jr., Manager

**EXHIBIT A**

That certain piece of real estate located approximately at 1008 B St., Waynesboro, VA 22980.

## **EXHIBIT B**

The Project will consist of a 53-unit multifamily community. The definition of the Project will include the architectural and engineering plans as and when the same are completed and approved by the Owner.

**EXHIBIT C**

**DEVELOPER**

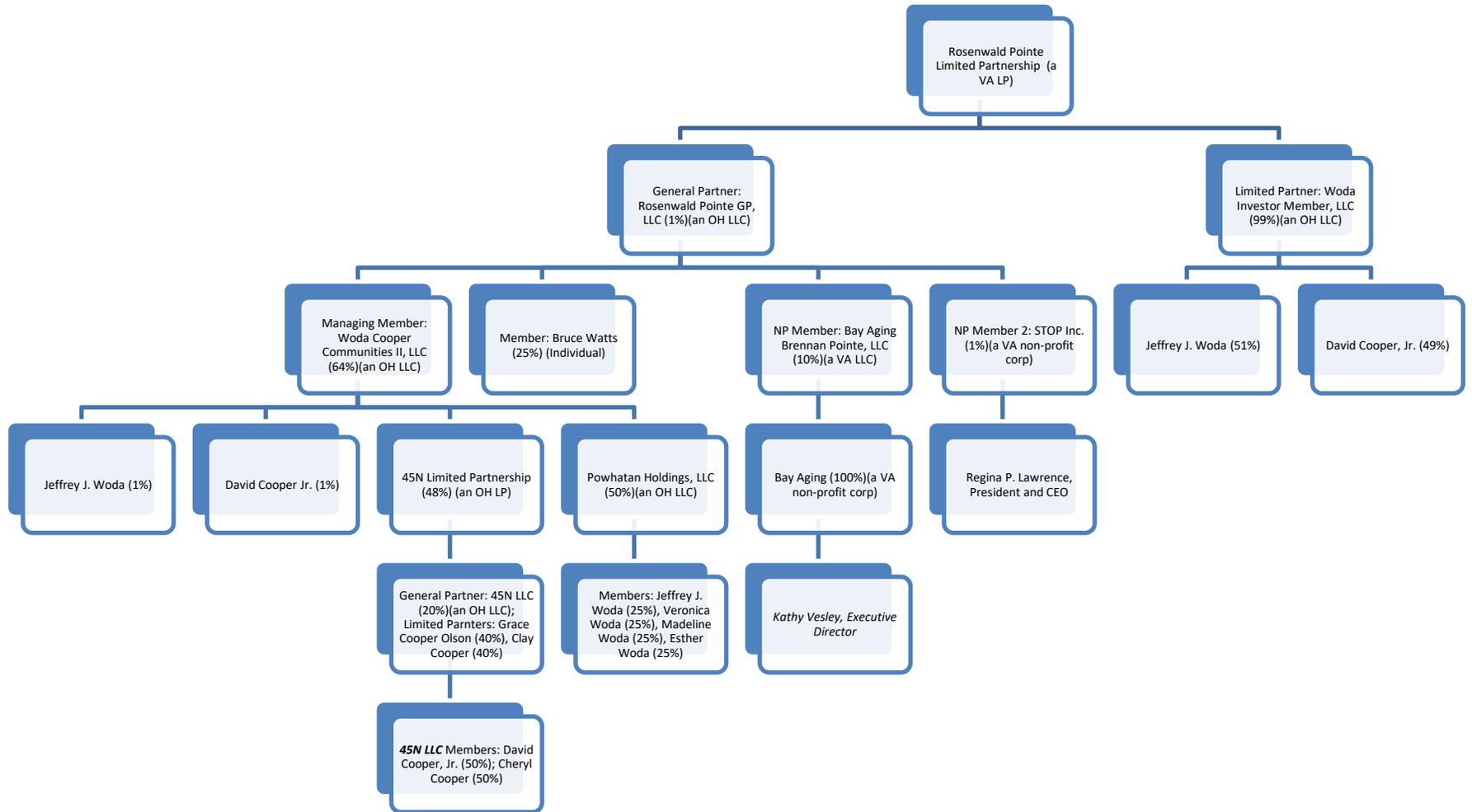
Woda Cooper Development, Inc.  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

**OWNER**

Rosenwald Pointe Limited  
Partnership  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

# Rosenwald Pointe Limited Partnership

## Organizational Structure



# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, February 26, 2024

This is to certify that the certificate of limited partnership of

### **Rosenwald Pointe 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: February 26, 2024



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 Instructions:**

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

**Schedule A Instructions:**

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

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

If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).



## Previous Participation Certification

Development Name:

Name of Applicant (entity):

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

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

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

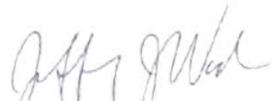
Accordingly, I **hereby certify the following:**

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

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

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

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



Signature

Printed Name

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



## Explanation for the Strikethrough of Paragraph 13:

There is only 1 outstanding 8823 that needs to be corrected and should be corrected by the end of the month. That 8823 is for unit 317 of Atcheson Place Lofts.

On October 21, 2023, unit 317 of Atcheson Place Lofts was damaged in a fire. A tenant reported that their stove had shut off spontaneously and believed that it was a breaker. After an hour, the tenant noticed that there was smoke in their apartment. After feeling the wall and noticing it was hot, the tenant contacted the fire department.

The fire department opened up the wall and smoke came out. The damage was extensive enough that the unit now needs to be rebuilt. The rebuilding of the unit has been planned and is on track to be complete by the end of March 2024.

Woda Cooper Companies, Inc. has an excellent history of maintaining compliance with section 42 tax credits and does not expect this current instance of non-compliance to be a persisting issue. Despite having over 13,000 units under management, Woda Management & Real Estate consistently maintains compliance with federal and state regulatory requirements.



**Previous Participation Certification Instructions:**

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

**Schedule A Instructions:**

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

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

If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).



## Previous Participation Certification

Development Name: **Rosenwald Pointe**

Name of Applicant (entity): **Rosenwald Pointe Limited Partnership**

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

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

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

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

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

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

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

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

Signature 

David Cooper, Jr.

Printed Name

2/28/2024

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



## Explanation for the Strikethrough of Paragraph 13:

There is only 1 outstanding 8823 that needs to be corrected and should be corrected by the end of the month. That 8823 is for unit 317 of Atcheson Place Lofts.

On October 21, 2023, unit 317 of Atcheson Place Lofts was damaged in a fire. A tenant reported that their stove had shut off spontaneously and believed that it was a breaker. After an hour, the tenant noticed that there was smoke in their apartment. After feeling the wall and noticing it was hot, the tenant contacted the fire department.

The fire department opened up the wall and smoke came out. The damage was extensive enough that the unit now needs to be rebuilt. The rebuilding of the unit has been planned and is on track to be complete by the end of March 2024.

Woda Cooper Companies, Inc. has an excellent history of maintaining compliance with section 42 tax credits and does not expect this current instance of non-compliance to be a persisting issue. Despite having over 13,000 units under management, Woda Management & Real Estate consistently maintains compliance with federal and state regulatory requirements.



## Previous Participation Certification & Schedule A Instructions

### **Previous Participation Certification Instructions:**

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

### **Schedule A Instructions:**

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

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

If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).



## Previous Participation Certification

Development Name: **Rosenwald Pointe**

Name of Applicant (entity): **Rosenwald Pointe Limited Partnership**

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

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

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

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

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

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

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

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



Signature

Bruce Watts

Printed Name

2/28/2024

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



**Previous Participation Certification Instructions:**

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

**Schedule A Instructions:**

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

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

If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).



## Previous Participation Certification

Development Name: **Rosenwald Pointe**

Name of Applicant (entity): **Rosenwald Pointe Limited Partnership**

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

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

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

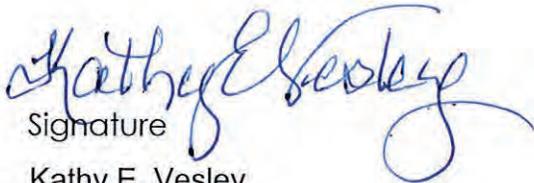
Accordingly, I **hereby certify the following:**

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

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

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

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

A handwritten signature in blue ink that reads "Kathy E. Vesley". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Signature

Kathy E. Vesley

Printed Name

03/13/2024

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



**Previous Participation Certification Instructions:**

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
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**Schedule A Instructions:**

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- For Principals organized as a limited liability company with more than 100 individual members, list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
- For Principals organized as a trust, list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.

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If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).



## Previous Participation Certification

Development Name: **Rosenwald Pointe**

Name of Applicant (entity): **Rosenwald Pointe Limited Partnership**

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

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

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

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

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

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

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

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



Signature

James N. Carter, Jr.

Printed Name

03/13/2024

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



**Previous Participation Certification Instructions:**

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

**Schedule A Instructions:**

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

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

If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).



## Previous Participation Certification

Development Name: **Rosenwald Pointe**

Name of Applicant (entity): **Rosenwald Pointe Limited Partnership**

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

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

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

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

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

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

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

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

A handwritten signature in blue ink that reads "Regina P. Lawrence". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Signature

Regina P. Lawrence

Printed Name

03/13/2024

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

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# List of LIHTC Developments (Schedule A)



Development Name: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

45N Limited Partnership
Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*
N
Y or N

1	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

Principal's Name: 45N LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* 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: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

Bay Aqina Brennan Pointe, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N  
 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.? <sup>1</sup> (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	Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	N
2	Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	N
3	The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	N
4	Academy Apartments/West Point, Virginia	Academy Apartments VA LLC (980-335-2031)	N	32	32	10/5/2016	8/28/2018	N
5	Village Green/Gloucester, Virginia	Village Green VA LLC (980-335-2031)	N	32	32	12/6/2016	7/19/2018	N
6	Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/2018	8/5/2019	N
7	Bermuda Crossing/Chesterfield County, Virginia	Bermuda Crossing VA LLC (704-357-6000)	N	80	80	Credits Returned	Credits Returned	N
8	Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	10/31/2018	6/21/2019	N
9	Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	11/21/2019	5/12/2021	N
10	Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	12/5/2022	year 2023	N
11	Daffodil Gardens Phase Two/Gloucester, Virginia	Daffodil Gardens Phase Two, LLC (804-758-1260, ext. 1300)	N	40	40	12/26/2022	9/14/2023	N
12	Holley Pointe/Portsmouth, Virginia	Holley Pointe Limited Partnership (614-396-3200)	N	50	50	1/1/2021	1/25/2023	N
13	Lambert Landing/Chester, Virginia	Lambert Landing Limited Partnership (614-396-3200)	N	64	64	TBD	TBD	N
14	Bains Pointe, Portsmouth, Virginia	Bains Pointe Limited Partnership (614-396-3200)	N	50	50	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 749 749 100% LIHTC as % of Total Units

# List of LIHTC Developments (Schedule A)



Development Name: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

Principal's Name: Bay Aging 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.? <sup>1</sup> (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 Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	N
2 Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	N
3 The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	N
4 Academy Apartments/West Point, Virginia	Academy Apartments VA LLC (980-335-2031)	N	32	32	10/5/2016	8/28/2018	N
5 Village Green/Gloucester, Virginia	Village Green VA LLC (980-335-2031)	N	32	32	12/6/2016	7/19/2018	N
6 Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/2018	8/5/2019	N
7 Bermuda Crossing/Chesterfield County, Virginia	Bermuda Crossing VA LLC (704-357-6000)	N	80	80	Credits Returned	Credits Returned	N
8 Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	10/31/2018	6/21/2019	N
9 Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	11/21/2019	5/12/2021	N
10 Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	12/5/2022	year 2023	N
11 Daffodil Gardens Phase Two/Gloucester, Virginia	Daffodil Gardens Phase Two, LLC (804-758-1260, ext. 1300)	N	40	40	12/26/2022	9/14/2023	N
12 Holley Pointe/Portsmouth, Virginia	Holley Pointe Limited Partnership (614-396-3200)	N	50	50	1/1/2021	1/25/2023	N
13 Lambert Landing/Chester, Virginia	Lambert Landing Limited Partnership (614-396-3200)	N	64	64	TBD	TBD	N
14 Bains Pointe, Portsmouth, Virginia	Bains Pointe Limited Partnership (614-396-3200)	N	50	50	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 749 749 100% LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

Principal's Name: Bruce Watts 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	Bains Pointe/Portsmouth, VA	Bains Pointe Limited Partnership (614-396-3200)	N	50	50	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 50 50 LIHTC as % of Total Units 100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

Cheryl Cooper **Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*** N Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* 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: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

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

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* 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: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

David Cooper, Jr.		Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*	Y						Y or N
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? <sup>8</sup> (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's <sup>9</sup> (Y/N)	Explain "Y"	
1	Westridge Apartments/IL	Westridge Apartments Limited Partnership/614-396-3200	Y	24	24	8/30/2019	11/23/2020	N	
2	Prospect Yard/OH	Prospect Yard LP/614-396-3200	Y	50	50	12/30/2019	7/17/2020	N	
3	Audubon Crossing/OH	Audubon Crossing Limited Partnership/614-396-3200	Y	50	50	10/31/2018	9/5/2019	N	
4	Clover Ridge/OH	Clover Ridge, LLC/614-396-3200	Y	24	24	2/5/2009	11/10/2009	N	
5	Fairwood Commons/OH	Fairwood Commons Limited Partnership/614-396-3200	Y	54	54	10/31/2018	9/5/2019	N	
6	1573 East Livingston/OH	1573 East Livingston Limited Partnership/614-396-3200	Y	45	45	6/29/2020	4/21/2021	N	
7	Culloden Greene/WV	Culloden Greene Limited Partnership/614-396-3200	Y	40	40	9/25/2019	12/22/2020	N	
8	Milan Village/MI	Woda Milan Village LDHA LP/614-396-3200	Y	36	36	9/30/2019	3/22/2021	N	
9	Keyser Greene/WV	Keyser Greene Limited Partnership/614-396-3200	Y	38	38	12/17/2019	12/20/2021	N	
10	North Avenue Gateway II/MD	North Avenue Gateway II Limited Partnership/614-396-3200	Y	65	65	7/11/2018	4/23/2019	N	
11	Lincoln House/MI	Lincoln House LDHA Limited Partnership/614-396-3200	Y	28	28	3/28/2018	7/15/2019	N	
12	Carnegie Greene at 37/WV	Carnegie Greene 37 LP/614-396-3200	Y	39	39	12/23/2021	10/26/2023	N	
13	Harbor Meadows/NC	Harbor Meadows Limited Partnership/614-396-3200	Y	60	60	11/17/2021	3/29/2023	N	
14	Center Crossing/NC	Center Crossing Limited Partnership/614-396-3200	Y	50	50	2/2/2022	3/17/2023	N	
15	Muirwood Greene/WV	WC Muirwood Greene LP/614-396-3200	Y	50	50	11/23/2021	11/3/2022	N	
16	43 Town Square/OH	43 Town Square Limited Partnership/614-396-3200	Y	47	47	12/3/2018	2/14/2020	N	
17	LaBelle Greene III/WV	LaBelle Greene III Limited Partnership/614-396-3200	Y	40	40	10/9/2018	11/19/2019	N	
18	Willow Commons/PA	Willow Commons Limited Partnership/614-396-3200	Y	45	45	2/2/2018	5/2/2020	N	
19	Lawrence Downs/MI	Woda Lawrence Downs LDHA Limited Partnership/614-396-3200	Y	48	48	12/1/2019	9/3/2020	N	
20	Oak Ridge/WI	WC Oak Ridge Limited Partnership/614-396-3200	Y	24	24	12/1/2020	8/9/2022	N	
21	Ravenwood Crossing/NC	Ravenwood Crossing Limited Partnership/614-396-3200	Y	80	80	10/7/2019	8/6/2020	N	
22	Muncy Greene/PA	Muncy Greene Limited Partnership/614-396-3200	Y	60	60	12/1/2019	10/4/2022	N	
23	LaBelle Greene II/WV	LaBelle Greene II Limited Partnership/614-396-3200	Y	40	40	12/1/2020	11/8/2021	N	
24	Ardmore Crossing/OH	Ardmore Crossing, LLC/614-396-3200	Y	50	50	10/9/2009	8/17/2010	N	
25	Connolly Park/PA	Connolly Park, LLC/614-396-3200	Y	32	32	10/7/2010	6/11/2010	N	
26	Fairway Crossing/OH	Fairway Crossing LP/614-396-3200	Y	36	36	11/27/2009	2/4/2011	N	
27	Forest Edge/OH	Forest Edge, LLC/614-396-3200	Y	36	36	7/29/2009	8/16/2010	N	
28	Orchard Glen/OH	Orchard Glen, LLC/614-396-3200	Y	32	32	9/30/2009	9/23/2010	N	
29	Sycamore House/MI	Sycamore House LDHA LP/614-396-3200	Y	40	36	12/22/2009	12/13/2011	N	
30	Madison Grove/PA	Madison Grove, LLC/614-396-3200	Y	50	50	7/24/2010	3/25/2011	N	
31	Sky Meadows/OH	Sky Meadows, LLC/614-396-3200	Y	40	40	10/26/2009	9/9/2010	N	
32	Woda Old Hickory/OH	Woda Old Hickory LP/614-396-3200	Y	36	36	11/16/2010	3/7/2012	N	
33	Honeybrook Greene/OH	Honeybrook Greene LP/614-396-3200	Y	40	40	11/19/2010	3/25/2011	N	
34	Preston's Crossing/OH	Preston's Crossing LP/614-396-3200	Y	24	24	12/27/2010	5/12/2011	N	
35	Lightner Greene/PA	Lightner Greene, LLC/614-396-3200	Y	50	50	12/17/2010	8/10/2011	N	
36	Raystown Crossing/PA	Raystown Crossing LP/614-396-3200	Y	50	50	12/29/2010	8/11/2011	N	
37	Cumberland Meadows/MD	Cumberland Meadows LP/614-396-3200	Y	64	64	9/20/2011	10/4/2012	N	
38	Penn Square/MD	Penn North Partners LLLP/614-396-3200	Y	79	79	3/14/2011	7/24/2012	N	
39	Braddock's Greene/MD	Braddock's Greene, LLC/614-396-3200	Y	50	50	12/31/2010	3/21/2012	N	
40	Brentwood Greene/IN	Brentwood Greene, LLC/614-396-3200	Y	60	60	9/16/2010	8/29/2011	N	

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

1st PAGE TOTAL: 1,806 1,802 LIHTC as % of Total Units 100%

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Crowfield Greene/SC	Crowfield Greene LP/614-396-3200	Y	42	42	12/29/2010	2/24/2011	N
47	Jenny Greene/SC	Jenny Greene LP/614-396-3200	Y	50	50	12/13/2010	2/24/2011	N
48	Patterson Crossing/MI	Patterson Crossing LDHA LP/614-396-3200	Y	56	56	9/30/2010	8/9/2012	N
49	Monarch Greene/OH	Monarch Greene LP/614-396-3200	Y	44	44	12/20/2011	5/1/2012	N
50	Richwood Greene/OH	Richwood Greene LP/614-396-3200	Y	42	42	12/30/2011	12/19/2012	N
51	Wayne Crossing/OH	Wayne Crossing LP/614-396-3200	Y	48	48	10/24/2011	3/23/2012	N
52	Pheasant Ridge/OH	Pheasant Ridge LP/614-396-3200	Y	24	24	11/10/2011	4/13/2012	N
53	Hattie Greene/OH	Hattie Greene LP/614-396-3200	Y	27	27	6/9/2011	5/1/2012	N
54	Frontier Run/OH	Frontier Run, LLC/614-396-3200	Y	16	16	8/4/2010	9/7/2011	N
55	Jeremy Park/OH	Jeremy Park, LLC/614-396-3200	Y	36	36	9/1/2010	8/31/2011	N
56	Joshua Landings/OH	Joshua Landings, LLC/614-396-3200	Y	40	40	11/1/2010	8/31/2011	N
57	Moccasin Run/OH	Moccasin Run, LLC/614-396-3200	Y	36	36	11/4/2010	9/7/2011	N
58	Mallory Meadows/OH	Mallory Meadows, LLC/614-396-3200	Y	24	24	8/12/2010	8/30/2011	N
59	Ursula Park/OH	Ursula Park, LLC/614-396-3200	Y	36	36	10/20/2010	9/7/2011	N
60	Mason Greene/KY	Mason Greene LP/614-396-3200	Y	68	68	6/6/2011	11/16/2011	N
61	Drake Crossing/PA	Drake Crossing LP/614-396-3200	Y	30	30	10/3/2011	9/6/2012	N
62	Woda Pinecrest Greene/SC	Woda Pinecrest Greene LP/614-396-3200	Y	44	44	3/25/2011	6/30/2011	N
63	McCalla Greene/MI	McCalla Greene, LLC/614-396-3200	Y	32	32	11/30/2010	6/8/2012	N
64	Sustainable Fellwood II/GA	Sustainable Fellwood II LP/614-396-3200	Y	110	110	12/23/2011	8/17/2012	N
65	Belle Prairie/OH	Belle Prairie LP/614-396-3200	Y	40	40	8/13/2012	1/15/2013	N
66	Sterling Greene/TN	Sterling Greene LP/614-396-3200	Y	48	48	7/23/2012	12/21/2012	N
67	Sustainable Fellwood III/GA	Sustainable Fellwood III LP/614-396-3200	Y	100	100	12/27/2011	11/15/2012	N
68	City View Place/VA	City View Place LP/614-396-3200	Y	32	32	10/17/2012	5/28/2013	N
69	Quaker Meadow/PA	Quaker Meadow, LLC/614-396-3200	Y	40	40	9/30/2011	5/9/2012	N
70	Windjammer Greene/MI	Windjammer Greene LDHA LP/614-396-3200	Y	24	24	12/5/2012	11/18/2013	N
71	Wood Creek/MI	Wood Creek LDHA LP/614-396-3200	Y	32	32	12/28/2012	11/18/2013	N
72	Koehler Crossing/MI	Koehler Crossing LDHA LP/614-396-3200	Y	28	28	6/25/2012	3/29/2013	N
73	Livingston Greene/MI	Livingston Greene LDHA LP/614-396-3200	Y	32	32	8/21/2012	6/6/2013	N
74	Oak Hollow/SC	Woda Oak Hollow LP/614-396-3200	Y	44	44	5/25/2012	2/8/2013	N
75	Anderson Crossing/IN	Anderson Crossing LP/614-396-3200	Y	92	92	11/13/2012	7/26/2013	N
76	Woda Autumn Run/OH	Woda Autumn Run LP/614-396-3200	Y	38	38	11/30/2012	4/10/2013	N
77	Woda Raceland Meadows/KY	Woda Raceland Meadows LP/614-396-3200	Y	32	32	3/4/2013	6/28/2013	N
78	Chestnut Greene/KY	Chestnut Greene LP/614-396-3200	Y	24	24	1/31/2013	6/19/2013	N
79	Pennington Crossing/TN	Pennington Crossing LP/614-396-3200	Y	48	48	12/10/2013	12/31/2013	N
80	Xena Place/OH	Xena Place LP/614-396-3200	Y	40	40	12/13/2012	6/3/2013	N
81	Junction City Associates/OH	Junction City Associates LP/614-396-3200	Y	24	24	1/1/2013	6/3/2013	N
82	Crawford Place/OH	Crawford Place LP/614-396-3200	Y	30	30	1/1/2013	6/3/2013	N
83	Clough Commons/OH	Clough Commons LP/614-396-3200	Y	46	46	11/21/2012	6/3/2013	N
84	Schoenbrunn Greene/OH	Schoenbrunn Greene LP/614-396-3200	Y	40	40	6/1/2013	1/15/2014	N
85	Hayden Senior Housing/OH	Hayden Senior Housing LP/614-396-3200	Y	44	44	12/31/2013	9/10/2014	N
86	Heathly Crossing/OH	Heathly Crossing LP/614-396-3200	Y	32	32	12/31/2013	10/23/2014	N
87	The Lofts at Court and Main/OH	The Lofts at Court and Main LP/614-396-3200	Y	31	31	3/22/2013	7/16/2013	N
88	Glen Abbey Crossing/KY	Glen Abbey Crossing LP/614-396-3200	Y	24	24	7/31/2013	1/16/2014	N
89	Saluda Commons/SC	Edgefield Greene LP/614-396-3200	Y	40	40	5/13/2014	11/20/2014	N
90	Washington School/OH	Washington School LP/614-396-3200	Y	42	42	8/31/2014	9/22/2015	N
91	Jacob's Crossing/OH	Jacob's Crossing LP/614-396-3200	Y	42	42	12/1/2013	4/9/2014	N
92	Alston Park/OH	Alston Park LP/614-396-3200	Y	39	39	9/30/2013	12/2/2015	N
93	Chelsea Greene/WV	Chelsea Greene LP/614-396-3200	Y	32	32	9/23/2013	5/19/2015	N
94	Oak Valley Gardens/WV	Oak Valley Gardens LP/614-396-3200	Y	28	28	12/29/2014	5/19/2015	N
95	New Forge Crossing/PA	New Forge Crossing LP/614-396-3200	Y	60	60	6/26/2014	10/28/2015	N
96	Meyers Greene/PA	Meyers Greene LP/614-396-3200	Y	52	52	1/13/2014	3/30/2014	N
97	Lloyd House/MI	Lloyd House LDHA LP/614-396-3200	Y	44	44	12/26/2013	9/15/2015	N
98	Barton Greene/TN	Barton Greene LP/614-396-3200	Y	50	50	12/30/2013	6/3/2014	N
99	Dutch Ridge/WV	Dutch Ridge LP/614-396-3200	Y	24	24	6/30/2013	12/11/2013	N
100	Ameman Place/PA	Ameman Place LP/614-396-3200	Y	50	50	12/31/2013	4/10/2015	N

2nd PAGE TOTAL: 2,273 2,273

GRAND TOTAL: 4,079 4,075

LHIC as % of Total Unit 100%

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
101	Columbus School/MD	Columbus School LP/614-396-3200	Y	49	49	6/20/2014	11/16/2015	N
102	Hilton-North Avenue/MD	Hilton-North Avenue LP/614-396-3200	Y	63	63	9/19/2013	7/21/2015	N
103	Prescott Greene/IN	Prescott Greene LP/614-396-3200	Y	32	32	5/29/2013	6/17/2014	N
104	Manistee Place/MI	Manistee Place LDHA LP/614-396-3200	Y	46	46	11/21/2013	9/24/2014	N
105	Bridgeview Greene/MI	Bridgeview Greene LDHA LP/614-396-3200	Y	40	40	4/23/2013	11/18/2013	N
106	Charters Cove/MI	Charters Cove LP/614-396-3200	Y	24	24	8/30/2012	11/18/2013	N
107	Cheboygan Shores/MI	Cheboygan Shores LDHA LP/614-396-3200	Y	24	24	4/23/2012	11/18/2013	N
108	Crooked River/MI	Crooked River LDHA LP/614-396-3200	Y	16	16	10/31/2012	1/9/2014	N
109	Olde Mill/MI	Olde Mill LDHA LP/614-396-3200	Y	24	24	9/25/2012	1/9/2014	N
110	Harmony Greene/GA	Harmony Greene LP/614-396-3200	Y	50	50	10/11/2012	5/6/2013	N
111	Liberty Pointe/VA	Liberty Pointe LP/614-396-3200	Y	48	48	12/18/2015	5/31/2016	N
112	Bailey Court/VA	Bailey Court LP/614-396-3200	Y	32	32	12/27/2016	4/12/2018	N
113	Brennan Pointe/VA	Brennan Pointe LP/614-396-3200	Y	44	44	12/31/2016	12/20/2017	N
114	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
115	Woda Bell Diamond Manor /VA	Woda Bell Diamond Manor, LLC/614-396-3200	Y	128	128	12/27/2017	7/29/2019	N
116	Brennan Pointe II/VA	Brennan Pointe II LP/614-396-3200	Y	43	43	10/31/2018	6/21/2019	N
117	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
118	Seaborn Greene/SC	Seaborn Greene LP/614-396-3200	Y	40	40	6/26/2015	12/7/2015	N
119	Butler Crossing/SC	Butler Crossing LP/614-396-3200	Y	40	40	3/31/2016	11/17/2016	N
120	Majors Crossing/OH	Majors Crossing LP/614-396-3200	Y	40	40	11/23/2015	6/29/2016	N
121	Northside Drive Apartments/IN	Northside Drive Apartments LP/614-396-3200	Y	40	40	9/18/2015	12/21/2015	N
122	Capital Greene/WV	Capital Greene LP/614-396-3200	Y	40	40	10/30/2015	12/21/2016	N
123	Tooley Place/NC	Tooley Place, LLC/614-396-3200	Y	36	36	9/11/2015	6/2/2016	N
124	Viewmont Square Court/NC	Viewmont Square Court, LLC/614-396-3200	Y	50	50	12/30/2015	5/13/2016	N
125	Brookside Commons/MI	Brookside Commons LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	N
126	Woda Boardman Lake/MI	Woda Boardman Lake LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	N
127	Greensburg Manor/OH	Greensburg Manor LP/614-396-3200	Y	50	50	10/27/2016	6/14/2017	N
128	Willoughbeach Terrace/OH	Willoughbeach Terrace LP/614-396-3200	Y	50	50	9/30/2016	6/12/2017	N
129	Fayette Landing/OH	Fayette Landing LP/614-396-3200	Y	36	36	11/30/2016	2/2/2018	N
130	Oliver Crossing/IN	Oliver Crossing LP/614-396-3200	Y	24	24	11/21/2016	1/26/2017	N
131	LaBelle Greene/WV	LaBelle Greene LP/614-396-3200	Y	40	40	12/29/2016	11/20/2017	N
132	McCormick Greene/WV	McCormick Greene LP/614-396-3200	Y	24	24	9/20/2016	11/3/2017	N
133	Woodyard Greene/WV	Woodyard Greene LP/614-396-3200	Y	30	30	8/24/2016	12/14/2017	N
134	Pringle House/WV	Pringle House LP/614-396-3200	Y	40	40	9/16/2015	12/21/2016	N
135	Bayridge Greene/WV	Bayridge Greene LP/614-396-3200	Y	40	40	8/25/2015	12/21/2016	N
136	Pebblecreek Crossing/KY	Pebblecreek Crossing LP/396-3200	Y	48	48	2/6/2017	6/13/2017	N
137	Breas Crossing/KY	Breas Crossing LP/614-396-3200	Y	44	44	10/27/2016	4/17/2017	N
138	Dawn Ridge/PA	Dawn Ridge LP/614-396-3200	Y	58	58	12/18/2015	10/26/2017	N
139	Mary Harvin Center/MD	Mary Harvin Center LP/614-396-3200	Y	61	61	1/20/2016	5/11/2017	N
140	Freedman Point/VA	Freedman Point LP/614-396-3200	Y	68	68	11/21/2019	5/12/2021	N
141	Hiawatha Apartments/MI	Hiawatha Apartments LDHA LP/614-396-3200	Y	32	32	12/23/2015	4/21/2017	N
142	Boynton Village/GA	Boynton Village LP/614-396-3200	Y	43	43	10/15/2015	7/11/2016	N
143	Silver Lakes/GA	Silver Lakes LP/614-396-3200	Y	44	44	9/9/2016	9/14/2017	N
144	Everts Hill/OH	Everts Hill LP/614-396-3200	Y	49	49	12/27/2017	1/17/2019	N
145	Emerald Gardens/WV	Emerald Gardens LP/614-396-3200	Y	42	42	12/15/2017	11/30/2018	N
146	Terrapin Park/WV	Terrapin Park Assoc. LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	N
147	Tristan Ridge/KY	Tristan Ridge LP/614-396-3200	Y	44	44	12/22/2017	6/25/2018	N
148	Nelsonville School Commons/OH	Nelsonville School Commons LP/614-396-3200	Y	33	33	12/5/2017	11/9/2018	N
149	ATZ Place/IN	ATZ Place LP/614-396-3200	Y	38	38	9/27/2017	8/16/2018	N
150	Parish Greene/SC	Parish Greene LP/614-396-3200	Y	28	28	7/28/2017	2/9/2018	N
151	Enchanted Glen/MI	Enchanted Glen LDHA LP/614-396-3200	Y	36	36	2/7/2017	5/21/2018	N
152	Penn Square II/MD	Penn Square II LP/614-396-3200	Y	61	61	10/9/2015	8/5/2016	N
153	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
154	Holley Pointe/VA	Holley Pointe LP/614-396-3200	Y	50	50	1/31/2022	1/25/2023	N
155	Wheatland Crossing/OH	Wheatland Crossing LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	N

2nd PAGE TOTAL: 2,487 2,487

GRAND TOTAL: 6,566 6,562

LHFC as % of Total Unit 100%

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
156	White Oak Crossing/TN	White Oak Crossing LP/614-396-3200	Y	60	60	12/28/2018	11/26/2019	N
157	Crystal Valley Manor/IN	Crystal Valley Manor LP/614-396-3200	Y	40	40	9/24/2018	5/3/2019	N
158	Shepard Greene/NC	Shepard Greene LP/614-396-3200	Y	50	50	12/28/2018	10/17/2019	N
159	Butler Crossing II/SC	Butler Crossing II LP/614-396-3200	Y	42	42	7/8/2019	2/24/2020	N
160	Grand View Place/MI	Grand View Place LDHA LP/614-396-3200	Y	68	68	12/29/2017	11/7/2019	N
161	Cavalier Greene/MI	Cavalier Greene LDHA LP/614-396-3200	Y	40	40	12/8/2017	4/18/2019	N
162	Portland School/MI	Portland School LDHA LP/614-396-3200	Y	29	29	12/27/2017	7/2/2019	N
163	Mallalieu Pointe/GA	Mallalieu Pointe LP/614-396-3200	Y	67	67	3/30/2018	3/7/2019	N
164	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
165	WC Lowcountry Crossing/SC	WC Lowcountry Crossing Limited Partnership/614-396-3200	Y	34	34	12/1/2020	5/21/2021	N
166	Decatur Downs/MI	Woda Decatur Downs LDHA Limited Partnership/614-396-3200	Y	48	48	12/1/2019	9/3/2020	N
167	Rivergate Greene/NC	Rivergate Greene Limited Partnership/614-396-3200	Y	72	72	12/1/2020	12/1/2021	N
168	Old Firetower Place/NC	Old Firetower Place Limited Partnership/614-396-3200	Y	60	60	12/1/2020	1/12/2022	N
169	The Hamilton/MI	The Hamilton LDHA Limited Partnership/614-396-3200	Y	42	42	12/1/2020	9/14/2022	N
170	Osborn Commons/MI	Osborn Commons LDHA LP/614-396-3200	Y	65	65	12/1/2020	9/7/2023	N
171	Blue Ridge Landing/TN	Blue Ridge Landing LP/614-396-3200	Y	48	48	12/1/2020	2/22/2022	N
172	Stevenson Square/TN	Stevenson Square LP/614-396-3200	Y	24	24	12/1/2020	2/23/2022	N
173	Wheatland Crossing II/OH	Wheatland Crossing II LP/614-396-3200	Y	64	64	12/1/2020	10/6/2021	N
174	Barley Square/PA	Barley Square Limited Partnership/614-396-3200	Y	57	57	12/1/2020	11/13/2023	N
175	Stone Ridge Commons/PA	Woda Stone Ridge Limited Partnership/614-396-3200	Y	34	34	12/1/2020	TBD	N
176	Woda Maple Leaf/MI	WC Maple Leaf Townhomes LP/614-396-3200	Y	20	20	12/1/2019	12/22/2021	N
177	Maple Hill Apartments/MI	Maple Hill LDHA Limited Partnership/614-396-3200	Y	24	24	12/1/2020	7/26/2022	N
178	Edinburgh Commons/IN	Edinburgh Commons LP/614-396-3200	Y	24	24	12/1/2020	2/8/2022	N
179	Kirkman Terrace/KY	Kirkman Terrace Limited Partnership/614-396-3200	Y	45	45	12/1/2020	12/21/2021	N
180	Seven45 Stacking/MI	Seven45 Stacking LDHA LP/614-396-3200	Y	50	50	12/1/2020	8/11/2022	N
181	Pomeroy Colonial Park/OH	Pomeroy Colonial Park Limited Partnership/614-396-3200	Y	48	48	12/1/2020	6/2/2021	N
182	Towne Creek Crossing/KY	Towne Creek Crossing Limited Partnership/614-396-3200	Y	44	44	9/6/2019	6/3/2020	N
183	Blackhawk Commons/IN	Blackhawk Commons Limited Partnership/614-396-3200	Y	40	40	12/27/2019	7/19/2021	N
184	123 Club/SC	123 Club Limited Partnership/614-396-3200	Y	40	40	7/31/2019	2/27/2020	N
185	Douglas Greene/TN	Douglas Greene Limited Partnership/614-396-3200	Y	80	80	12/1/2019	2/19/2021	N
186	Tate Commons/NC	Tate Commons Limited Partnership/614-396-3200	Y	68	68	12/1/2019	2/4/2022	N
187	Rooney Ridge/NC	Rooney Ridge Limited Partnership/614-396-3200	Y	50	50	10/30/2019	9/24/2020	N
188	Breas Crossing II/KY	Breas Crossing II Limited Partnership/614-396-3200	Y	37	37	4/7/2021	1/25/2023	N
189	Alcheson Place Lofts/OH	Alcheson Place Lofts Limited Partnership/614-396-3200	Y	80	80	12/15/2021	6/22/2022	Y
190	Montgomery Crossing/OH	Montgomery Crossing Limited Partnership/614-396-3200	Y	50	50	7/21/2021	6/15/2022	N
191	Jenkins Street Lofts/OH	Jenkins Street Lofts Limited Partnership/614-396-3200	Y	60	60	1/31/2022	11/18/2022	N
192	Wendler Commons/OH	Wendler Commons Limited Partnership/614-396-3200	Y	62	62	3/17/2022	12/7/2022	N
193	Anderson Greene/IA	Anderson Greene Limited Partnership/614-396-3200	Y	44	39	11/25/2020	6/9/2021	N
194	Adair Court/GA	Adair Court Limited Partnership/614-396-3200	Y	91	77	12/23/2019	1/15/2021	N
195	Woda Milan Village/MI	Woda Milan Village LDHA LP/614-396-3200	Y	36	36	9/30/2019	3/22/2021	N
196	LaBelle Greene II/WV	LaBelle Greene II LP/614-396-3200	Y	40	40	4/30/2020	11/10/2021	N
197	McCormick Crossing/WV	McCormick Crossing LP/614-396-3200	Y	48	48	9/29/2020	10/18/2023	N
198	Robinson Overlook/MD	Robinson Overlook LP/614-396-3200	Y	48	48	11/29/2019	9/5/2023	N
199	Kershaw Greene	Kershaw Greene LP/614-396-3200	Y	51	51	5/26/2023	11/21/2023	N
200	Kellinger Greene/PA	Kellinger Greene LP/614-396-3200	Y	56	56	10/15/2021	10/21/2023	N
201	Tyler Park/OH	Tyler Park LP/614-396-3200	Y	56	56	10/6/2023	TBD	N
202	Lockbourne Greene/OH	Lockbourne Greene LP/614-396-3200	Y	60	60	8/31/2023	12/22/2023	N
203	WC Oak Ridge/WI	WC Oak Ridge LP/614-396-3200	Y	24	24	10/31/2020	8/12/2022	N
204	Anderson Greene II/IA	Anderson Greene II Limited Partnership/614-396-3200	Y	48	48	11/24/2020	6/17/2021	N
205	43 Town Square/OH	43 Town Square LP/614-396-3200	Y	47	47	12/28/2018	2/14/2020	N
206	Sparrow Ridge/KY	Sparrow Ridge LP/614-396-3200	Y	96	96	7/6/2022	2/15/2023	N
207	Williams Terrace/IA	Williams Terrace LP/614-396-3200	Y	50	50	12/27/2022	9/1/2023	N
208	Landon Greene/NC	Landon Greene LP/614-396-3200	Y	60	60	4/28/2023	11/13/2023	N
209	Woodward Way/MI	Woodward Way LDHA LP/614-396-3200	Y	49	49	5/30/2023	TBD	N
210	Carnegie Greene 39/WV	Carnegie Greene 39 LP/614-396-3200	Y	39	39	3/31/2023	TBD	N

The unit is down from a fire. Management is currently working to repair the unit and bring it back into service by the end of March. The 8609 will be corrected shortly.

2nd PAGE TOTAL 2,759 2,740  
 GRAND TOTAL: 9,325 9,302  
 LHIC as % of 100% Total Unit

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
211	LaBelle Greene IV/WV	LaBelle Greene IV LP/614-396-3200	Y	38	38	1/19/2023	TBD	N
212	Stockton Greene/WV	Stockton Greene LP/614-396-3200	Y	43	43	5/31/2023	TBD	N
213	WC Joseph's Crossing/WV	WC Joseph's Crossing LP/614-396-3200	Y	42	42	8/30/2023	TBD	N
214	Five Points Crossing/NC	Five Points Crossing LP/614-396-3200	Y	50	50	2/19/2024	TBD	N
215	Johnston Crossing II/IA	Johnston Crossing LP/614-396-3200	Y	50	50	11/20/2023	TBD	N
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2nd PAGE TOTAL: 223 223

GRAND TOTAL: 9,548 9,525

LIHTC as % of 100% Total Unit



## Explanation for the Strikethrough of Paragraph 13:

There is only 1 outstanding 8823 that needs to be corrected and should be corrected by the end of the month. That 8823 is for unit 317 of Atcheson Place Lofts.

On October 21, 2023, unit 317 of Atcheson Place Lofts was damaged in a fire. A tenant reported that their stove had shut off spontaneously and believed that it was a breaker. After an hour, the tenant noticed that there was smoke in their apartment. After feeling the wall and noticing it was hot, the tenant contacted the fire department.

The fire department opened up the wall and smoke came out. The damage was extensive enough that the unit now needs to be rebuilt. The rebuilding of the unit has been planned and is on track to be complete by the end of March 2024.

Woda Cooper Companies, Inc. has an excellent history of maintaining compliance with section 42 tax credits and does not expect this current instance of non-compliance to be a persisting issue. Despite having over 13,000 units under management, Woda Management & Real Estate consistently maintains compliance with federal and state regulatory requirements.

# List of LIHTC Developments (Schedule A)



Development Name: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

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

1	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

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

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* 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: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

Principal's Name: James Carter, Jr. 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.? <sup>2</sup> (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's <sup>2</sup> (Y/N) Explain "Y"
1	Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	N
2	Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	N
3	The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	N
4	Academy Apartments/West Point, Virginia	Academy Apartments VA LLC (980-335-2031)	N	32	32	10/5/2016	8/28/2018	N
5	Village Green/Gloucester, Virginia	Village Green VA LLC (980-335-2031)	N	32	32	12/6/2016	7/19/2018	N
6	Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/2018	8/5/2019	N
7	Bermuda Crossing/Chesterfield County, Virginia	Bermuda Crossing VA LLC (704-357-6000)	N	80	80	Credits Returned	Credits Returned	N
8	Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	10/31/2018	6/21/2019	N
9	Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	11/21/2019	5/12/2021	N
10	Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	12/5/2022	year 2023	N
11	Daffodil Gardens Phase Two/Gloucester, Virginia	Daffodil Gardens Phase Two, LLC (804-758-1260, ext. 1300)	N	40	40	12/26/2022	9/14/2023	N
12	Holley Pointe/Portsmouth, Virginia	Holley Pointe Limited Partnership (614-396-3200)	N	50	50	1/1/2021	1/25/2023	N
13	Lambert Landing/Chester, Virginia	Lambert Landing Limited Partnership (614-396-3200)	N	64	64	TBD	TBD	N
14	Bains Pointe, Portsmouth, Virginia	Bains Pointe Limited Partnership (614-396-3200)	N	50	50	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 749 749 100% LIHTC as % of Total Units

## List of LIHTC Developments (Schedule A)



Development Name: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

Jeffrey J. Woda		Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*									
		Y									
		Y or N									
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.?	(Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's?	(Y/N)	Explain "Y"	
1	Westridge Apartments/IL	Westridge Apartments Limited Partnership/614-396-3200	Y	24	24	8/30/2019	11/23/2020	N			
2	Prospect Yard/OH	Prospect Yard LP/614-396-3200	Y	50	50	12/30/2019	7/17/2020	N			
3	Audubon Crossing/OH	Audubon Crossing Limited Partnership/614-396-3200	Y	50	50	10/31/2018	9/5/2019	N			
4	Clover Ridge/OH	Clover Ridge, LLC/614-396-3200	Y	24	24	2/5/2009	11/10/2009	N			
5	Fairwood Commons/OH	Fairwood Commons Limited Partnership/614-396-3200	Y	54	54	10/31/2018	9/5/2019	N			
6	1573 East Livingston/OH	1573 East Livingston Limited Partnership/614-396-3200	Y	45	45	6/29/2020	4/21/2021	N			
7	Culloden Greene/WV	Culloden Greene Limited Partnership/614-396-3200	Y	40	40	9/25/2019	12/22/2020	N			
8	Milan Village/MI	Woda Milan Village LDHA LP/614-396-3200	Y	36	36	9/30/2019	3/22/2021	N			
9	Keyser Greene/WV	Keyser Greene Limited Partnership/614-396-3200	Y	38	38	12/17/2019	12/20/2021	N			
10	North Avenue Gateway II/MD	North Avenue Gateway II Limited Partnership/614-396-3200	Y	65	65	7/11/2018	4/23/2019	N			
11	Lincoln House/MI	Lincoln House LDHA Limited Partnership/614-396-3200	Y	28	28	3/28/2018	7/15/2019	N			
12	Carnegie Greene at 37/WV	Carnegie Greene 37 LP/614-396-3200	Y	39	39	12/23/2021	10/26/2023	N			
13	Harbor Meadows/NC	Harbor Meadows Limited Partnership/614-396-3200	Y	60	60	11/17/2021	3/29/2023	N			
14	Center Crossing/NC	Center Crossing Limited Partnership/614-396-3200	Y	50	50	2/2/2022	3/17/2023	N			
15	Muirwood Greene/WV	WC Muirwood Greene LP/614-396-3200	Y	50	50	11/23/2021	11/3/2022	N			
16	43 Town Square/OH	43 Town Square Limited Partnership/614-396-3200	Y	47	47	12/3/2018	2/14/2020	N			
17	LaBelle Greene III/WV	LaBelle Greene III Limited Partnership/614-396-3200	Y	40	40	10/9/2018	11/19/2019	N			
18	Willow Commons/PA	Willow Commons Limited Partnership/614-396-3200	Y	45	45	2/2/2018	5/2/2020	N			
19	Lawrence Downs/MI	Woda Lawrence Downs LDHA Limited Partnership/614-396-3200	Y	48	48	12/1/2019	9/3/2020	N			
20	Oak Ridge/WI	WC Oak Ridge Limited Partnership/614-396-3200	Y	24	24	12/1/2020	8/9/2022	N			
21	Ravenwood Crossing/NC	Ravenwood Crossing Limited Partnership/614-396-3200	Y	80	80	10/7/2019	8/6/2020	N			
22	Muncy Greene/PA	Muncy Greene Limited Partnership/614-396-3200	Y	60	60	12/1/2019	10/4/2022	N			
23	LaBelle Greene II/WV	LaBelle Greene II Limited Partnership/614-396-3200	Y	40	40	12/1/2020	11/8/2021	N			
24	Ardmore Crossing/OH	Ardmore Crossing, LLC/614-396-3200	Y	50	50	10/9/2009	8/17/2010	N			
25	Connolly Park/PA	Connolly Park, LLC/614-396-3200	Y	32	32	10/7/2010	6/11/2010	N			
26	Fairway Crossing/OH	Fairway Crossing LP/614-396-3200	Y	36	36	11/27/2009	2/4/2011	N			
27	Forest Edge/OH	Forest Edge, LLC/614-396-3200	Y	36	36	7/29/2009	8/16/2010	N			
28	Orchard Glen/OH	Orchard Glen, LLC/614-396-3200	Y	32	32	9/30/2009	9/23/2010	N			
29	Sycamore House/MI	Sycamore House LDHA LP/614-396-3200	Y	40	36	12/22/2009	12/13/2011	N			
30	Madison Grove/PA	Madison Grove, LLC/614-396-3200	Y	50	50	7/24/2010	3/25/2011	N			
31	Sky Meadows/OH	Sky Meadows, LLC/614-396-3200	Y	40	40	10/26/2009	9/9/2010	N			
32	Woda Old Hickory/OH	Woda Old Hickory LP/614-396-3200	Y	36	36	11/16/2010	3/7/2012	N			
33	Honeybrook Greene/OH	Honeybrook Greene LP/614-396-3200	Y	40	40	11/19/2010	3/25/2011	N			
34	Preston's Crossing/OH	Preston's Crossing LP/614-396-3200	Y	24	24	12/27/2010	5/12/2011	N			
35	Lightner Greene/PA	Lightner Greene, LLC/614-396-3200	Y	50	50	12/17/2010	8/10/2011	N			
36	Raystown Crossing/PA	Raystown Crossing LP/614-396-3200	Y	50	50	12/29/2010	8/11/2011	N			
37	Cumberland Meadows/MD	Cumberland Meadows LP/614-396-3200	Y	64	64	9/20/2011	10/4/2012	N			
38	Penn Square/MD	Penn North Partners LLLP/614-396-3200	Y	79	79	3/14/2011	7/24/2012	N			
39	Braddock's Greene/MD	Braddock's Greene, LLC/614-396-3200	Y	50	50	12/31/2010	3/21/2012	N			
40	Brentwood Greene/IN	Brentwood Greene, LLC/614-396-3200	Y	60	60	9/16/2010	8/29/2011	N			

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

1st PAGE TOTAL: 1,806 1,802 100% LIHTC as % of Total Units

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Crowfield Greene/SC	Crowfield Greene LP/614-396-3200	Y	42	42	12/29/2010	2/24/2011	N
47	Jenny Greene/SC	Jenny Greene LP/614-396-3200	Y	50	50	12/13/2010	2/24/2011	N
48	Patterson Crossing/MI	Patterson Crossing LDHA LP/614-396-3200	Y	56	56	9/30/2010	8/9/2012	N
49	Monarch Greene/OH	Monarch Greene LP/614-396-3200	Y	44	44	12/20/2011	5/1/2012	N
50	Richwood Greene/OH	Richwood Greene LP/614-396-3200	Y	42	42	12/30/2011	12/19/2012	N
51	Wayne Crossing/OH	Wayne Crossing LP/614-396-3200	Y	48	48	10/24/2011	3/23/2012	N
52	Pheasant Ridge/OH	Pheasant Ridge LP/614-396-3200	Y	24	24	11/10/2011	4/13/2012	N
53	Hattie Greene/OH	Hattie Greene LP/614-396-3200	Y	27	27	6/9/2011	5/1/2012	N
54	Frontier Run/OH	Frontier Run, LLC/614-396-3200	Y	16	16	8/4/2010	9/7/2011	N
55	Jeremy Park/OH	Jeremy Park, LLC/614-396-3200	Y	36	36	9/1/2010	8/31/2011	N
56	Joshua Landings/OH	Joshua Landings, LLC/614-396-3200	Y	40	40	11/1/2010	8/31/2011	N
57	Moccasin Run/OH	Moccasin Run, LLC/614-396-3200	Y	36	36	11/4/2010	9/7/2011	N
58	Mallory Meadows/OH	Mallory Meadows, LLC/614-396-3200	Y	24	24	8/12/2010	8/30/2011	N
59	Ursula Park/OH	Ursula Park, LLC/614-396-3200	Y	36	36	10/20/2010	9/7/2011	N
60	Mason Greene/KY	Mason Greene LP/614-396-3200	Y	68	68	6/6/2011	11/16/2011	N
61	Drake Crossing/PA	Drake Crossing LP/614-396-3200	Y	30	30	10/3/2011	9/6/2012	N
62	Woda Pinecrest Greene/SC	Woda Pinecrest Greene LP/614-396-3200	Y	44	44	3/25/2011	6/30/2011	N
63	McCalla Greene/MI	McCalla Greene, LLC/614-396-3200	Y	32	32	11/30/2010	6/8/2012	N
64	Sustainable Fellwood II/GA	Sustainable Fellwood II LP/614-396-3200	Y	110	110	12/23/2011	8/17/2012	N
65	Belle Prairie/OH	Belle Prairie LP/614-396-3200	Y	40	40	8/13/2012	1/15/2013	N
66	Sterling Greene/TN	Sterling Greene LP/614-396-3200	Y	48	48	7/23/2012	12/21/2012	N
67	Sustainable Fellwood III/GA	Sustainable Fellwood III LP/614-396-3200	Y	100	100	12/27/2011	11/15/2012	N
68	City View Place/VA	City View Place LP/614-396-3200	Y	32	32	10/17/2012	5/28/2013	N
69	Quaker Meadow/PA	Quaker Meadow, LLC/614-396-3200	Y	40	40	9/30/2011	5/9/2012	N
70	Windjammer Greene/MI	Windjammer Greene LDHA LP/614-396-3200	Y	24	24	12/5/2012	11/18/2013	N
71	Wood Creek/MI	Wood Creek LDHA LP/614-396-3200	Y	32	32	12/28/2012	11/18/2013	N
72	Koehler Crossing/MI	Koehler Crossing LDHA LP/614-396-3200	Y	28	28	6/25/2012	3/29/2013	N
73	Livingston Greene/MI	Livingston Greene LDHA LP/614-396-3200	Y	32	32	8/21/2012	6/6/2013	N
74	Oak Hollow/SC	Woda Oak Hollow LP/614-396-3200	Y	44	44	5/25/2012	2/8/2013	N
75	Anderson Crossing/IN	Anderson Crossing LP/614-396-3200	Y	92	92	11/13/2012	7/26/2013	N
76	Woda Autumn Run/OH	Woda Autumn Run LP/614-396-3200	Y	38	38	11/30/2012	4/10/2013	N
77	Woda Raceland Meadows/KY	Woda Raceland Meadows LP/614-396-3200	Y	32	32	3/4/2013	6/28/2013	N
78	Chestnut Greene/KY	Chestnut Greene LP/614-396-3200	Y	24	24	1/31/2013	6/19/2013	N
79	Pennington Crossing/TN	Pennington Crossing LP/614-396-3200	Y	48	48	12/10/2013	12/31/2013	N
80	Xena Place/OH	Xena Place LP/614-396-3200	Y	40	40	12/13/2012	6/3/2013	N
81	Junction City Associates/OH	Junction City Associates LP/614-396-3200	Y	24	24	1/1/2013	6/3/2013	N
82	Crawford Place/OH	Crawford Place LP/614-396-3200	Y	30	30	1/1/2013	6/3/2013	N
83	Clough Commons/OH	Clough Commons LP/614-396-3200	Y	46	46	11/21/2012	6/3/2013	N
84	Schoenbrunn Greene/OH	Schoenbrunn Greene LP/614-396-3200	Y	40	40	6/1/2013	1/15/2014	N
85	Hayden Senior Housing/OH	Hayden Senior Housing LP/614-396-3200	Y	44	44	12/31/2013	9/10/2014	N
86	Heathly Crossing/OH	Heathly Crossing LP/614-396-3200	Y	32	32	12/31/2013	10/23/2014	N
87	The Lofts at Court and Main/OH	The Lofts at Court and Main LP/614-396-3200	Y	31	31	3/22/2013	7/16/2013	N
88	Glen Abbey Crossing/KY	Glen Abbey Crossing LP/614-396-3200	Y	24	24	7/31/2013	1/16/2014	N
89	Saluda Commons/SC	Edgefield Greene LP/614-396-3200	Y	40	40	5/13/2014	11/20/2014	N
90	Washington School/OH	Washington School LP/614-396-3200	Y	42	42	8/31/2014	9/22/2015	N
91	Jacob's Crossing/OH	Jacob's Crossing LP/614-396-3200	Y	42	42	12/1/2013	4/9/2014	N
92	Alston Park/OH	Alston Park LP/614-396-3200	Y	39	39	9/30/2013	12/2/2015	N
93	Chelsea Greene/WV	Chelsea Greene LP/614-396-3200	Y	32	32	9/23/2013	5/19/2015	N
94	Oak Valley Gardens/WV	Oak Valley Gardens LP/614-396-3200	Y	28	28	12/29/2014	5/19/2015	N
95	New Forge Crossing/PA	New Forge Crossing LP/614-396-3200	Y	60	60	6/26/2014	10/28/2015	N
96	Meyers Greene/PA	Meyers Greene LP/614-396-3200	Y	52	52	1/13/2014	3/30/2014	N
97	Lloyd House/MI	Lloyd House LDHA LP/614-396-3200	Y	44	44	12/26/2013	9/15/2015	N
98	Barton Greene/TN	Barton Greene LP/614-396-3200	Y	50	50	12/30/2013	6/3/2014	N
99	Dutch Ridge/WV	Dutch Ridge LP/614-396-3200	Y	24	24	6/30/2013	12/11/2013	N
100	Ameman Place/PA	Ameman Place LP/614-396-3200	Y	50	50	12/31/2013	4/10/2015	N

2nd PAGE TOTAL: 2,273 2,273

GRAND TOTAL: 4,079 4,075 100% LHTC as % of Total Unit

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
101	Columbus School/MD	Columbus School LP/614-396-3200	Y	49	49	6/20/2014	11/16/2015	N
102	Hilton-North Avenue/MD	Hilton-North Avenue LP/614-396-3200	Y	63	63	9/19/2013	7/21/2015	N
103	Prescott Greene/IN	Prescott Greene LP/614-396-3200	Y	32	32	5/29/2013	6/17/2014	N
104	Manistee Place/MI	Manistee Place LDHA LP/614-396-3200	Y	46	46	11/21/2013	9/24/2014	N
105	Bridgeview Greene/MI	Bridgeview Greene LDHA LP/614-396-3200	Y	40	40	4/23/2013	11/18/2013	N
106	Charters Cove/MI	Charters Cove LP/614-396-3200	Y	24	24	8/30/2012	11/18/2013	N
107	Cheboygan Shores/MI	Cheboygan Shores LDHA LP/614-396-3200	Y	24	24	4/23/2012	11/18/2013	N
108	Crooked River/MI	Crooked River LDHA LP/614-396-3200	Y	16	16	10/31/2012	1/9/2014	N
109	Olde Mill/MI	Olde Mill LDHA LP/614-396-3200	Y	24	24	9/25/2012	1/9/2014	N
110	Harmony Greene/GA	Harmony Greene LP/614-396-3200	Y	50	50	10/11/2012	5/6/2013	N
111	Liberty Pointe/VA	Liberty Pointe LP/614-396-3200	Y	48	48	12/18/2015	5/31/2016	N
112	Bailey Court/VA	Bailey Court LP/614-396-3200	Y	32	32	12/27/2016	4/12/2018	N
113	Brennan Pointe/VA	Brennan Pointe LP/614-396-3200	Y	44	44	12/31/2016	12/20/2017	N
114	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
115	Woda Bell Diamond Manor /VA	Woda Bell Diamond Manor, LLC/614-396-3200	Y	128	128	12/27/2017	7/29/2019	N
116	Brennan Pointe II/VA	Brennan Pointe II LP/614-396-3200	Y	43	43	10/31/2018	6/21/2019	N
117	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
118	Seaborn Greene/SC	Seaborn Greene LP/614-396-3200	Y	40	40	6/26/2015	12/7/2015	N
119	Butler Crossing/SC	Butler Crossing LP/614-396-3200	Y	40	40	3/31/2016	11/17/2016	N
120	Majors Crossing/OH	Majors Crossing LP/614-396-3200	Y	40	40	11/23/2015	6/29/2016	N
121	Northside Drive Apartments/IN	Northside Drive Apartments LP/614-396-3200	Y	40	40	9/18/2015	12/21/2015	N
122	Capital Greene/WV	Capital Greene LP/614-396-3200	Y	40	40	10/30/2015	12/21/2016	N
123	Tooley Place/NC	Tooley Place, LLC/614-396-3200	Y	36	36	9/11/2015	6/2/2016	N
124	Viewmont Square Court/NC	Viewmont Square Court, LLC/614-396-3200	Y	50	50	12/30/2015	5/13/2016	N
125	Brookside Commons/MI	Brookside Commons LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	N
126	Woda Boardman Lake/MI	Woda Boardman Lake LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	N
127	Greensburg Manor/OH	Greensburg Manor LP/614-396-3200	Y	50	50	10/27/2016	6/14/2017	N
128	Willoughbeach Terrace/OH	Willoughbeach Terrace LP/614-396-3200	Y	50	50	9/30/2016	6/12/2017	N
129	Fayette Landing/OH	Fayette Landing LP/614-396-3200	Y	36	36	11/30/2016	2/2/2018	N
130	Oliver Crossing/IN	Oliver Crossing LP/614-396-3200	Y	24	24	11/21/2016	1/26/2017	N
131	LaBelle Greene/WV	LaBelle Greene LP/614-396-3200	Y	40	40	12/29/2016	11/20/2017	N
132	McCormick Greene/WV	McCormick Greene LP/614-396-3200	Y	24	24	9/20/2016	11/3/2017	N
133	Woodyard Greene/WV	Woodyard Greene LP/614-396-3200	Y	30	30	8/24/2016	12/14/2017	N
134	Pringle House/WV	Pringle House LP/614-396-3200	Y	40	40	9/16/2015	12/21/2016	N
135	Bayridge Greene/WV	Bayridge Greene LP/614-396-3200	Y	40	40	8/25/2015	12/21/2016	N
136	Pebblecreek Crossing/KY	Pebblecreek Crossing LP/396-3200	Y	48	48	2/6/2017	6/13/2017	N
137	Breas Crossing/KY	Breas Crossing LP/614-396-3200	Y	44	44	10/27/2016	4/17/2017	N
138	Dawn Ridge/PA	Dawn Ridge LP/614-396-3200	Y	58	58	12/18/2015	10/26/2017	N
139	Mary Harvin Center/MD	Mary Harvin Center LP/614-396-3200	Y	61	61	1/20/2016	5/11/2017	N
140	Freedman Point/VA	Freedman Point LP/614-396-3200	Y	68	68	11/21/2019	5/12/2021	N
141	Hiawatha Apartments/MI	Hiawatha Apartments LDHA LP/614-396-3200	Y	32	32	12/23/2015	4/21/2017	N
142	Boynton Village/GA	Boynton Village LP/614-396-3200	Y	43	43	10/15/2015	7/11/2016	N
143	Silver Lakes/GA	Silver Lakes LP/614-396-3200	Y	44	44	9/9/2016	9/14/2017	N
144	Everts Hill/OH	Everts Hill LP/614-396-3200	Y	49	49	12/27/2017	1/17/2019	N
145	Emerald Gardens/WV	Emerald Gardens LP/614-396-3200	Y	42	42	12/15/2017	11/30/2018	N
146	Terrapin Park/WV	Terrapin Park Assoc. LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	N
147	Tristan Ridge/KY	Tristan Ridge LP/614-396-3200	Y	44	44	12/22/2017	6/25/2018	N
148	Nelsonville School Commons/OH	Nelsonville School Commons LP/614-396-3200	Y	33	33	12/5/2017	11/9/2018	N
149	ATZ Place/IN	ATZ Place LP/614-396-3200	Y	38	38	9/27/2017	8/16/2018	N
150	Parish Greene/SC	Parish Greene LP/614-396-3200	Y	28	28	7/28/2017	2/9/2018	N
151	Enchanted Glen/MI	Enchanted Glen LDHA LP/614-396-3200	Y	36	36	2/7/2017	5/21/2018	N
152	Penn Square II/MD	Penn Square II LP/614-396-3200	Y	61	61	10/9/2015	8/5/2016	N
153	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
154	Holley Pointe/VA	Holley Pointe LP/614-396-3200	Y	50	50	1/31/2022	1/25/2023	N
155	Wheatland Crossing/OH	Wheatland Crossing LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	N

2nd PAGE TOTAL: 2,487 2,487

GRAND TOTAL: 6,566 6,562

LHFC as % of Total Unit 100%

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? (Y/N) (Explain Yes)
156	White Oak Crossing/TN	White Oak Crossing LP/614-396-3200	Y	60	60	12/28/2018	11/26/2019	N
157	Crystal Valley Manor/IN	Crystal Valley Manor LP/614-396-3200	Y	40	40	9/24/2018	5/3/2019	N
158	Shepard Greene/NC	Shepard Greene LP/614-396-3200	Y	50	50	12/28/2018	10/17/2019	N
159	Butler Crossing II/SC	Butler Crossing II LP/614-396-3200	Y	42	42	7/8/2019	2/24/2020	N
160	Grand View Place/MI	Grand View Place LDHA LP/614-396-3200	Y	68	68	12/29/2017	11/7/2019	N
161	Cavalier Greene/MI	Cavalier Greene LDHA LP/614-396-3200	Y	40	40	12/8/2017	4/18/2019	N
162	Portland School/MI	Portland School LDHA LP/614-396-3200	Y	29	29	12/27/2017	7/2/2019	N
163	Mallalieu Pointe/GA	Mallalieu Pointe LP/614-396-3200	Y	67	67	3/30/2018	3/7/2019	N
164	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
165	WC Lowcountry Crossing/SC	WC Lowcountry Crossing Limited Partnership/614-396-3200	Y	34	34	12/1/2020	5/21/2021	N
166	Decatur Downs/MI	Woda Decatur Downs LDHA Limited Partnership/614-396-3200	Y	48	48	12/1/2019	9/3/2020	N
167	Rivergate Greene/NC	Rivergate Greene Limited Partnership/614-396-3200	Y	72	72	12/1/2020	12/1/2021	N
168	Old Firetower Place/NC	Old Firetower Place Limited Partnership/614-396-3200	Y	60	60	12/1/2020	1/12/2022	N
169	The Hamilton/MI	The Hamilton LDHA Limited Partnership/614-396-3200	Y	42	42	12/1/2020	9/14/2022	N
170	Osborn Commons/MI	Osborn Commons LDHA LP/614-396-3200	Y	65	65	12/1/2020	9/7/2023	N
171	Blue Ridge Landing/TN	Blue Ridge Landing LP/614-396-3200	Y	48	48	12/1/2020	2/22/2022	N
172	Stevenson Square/TN	Stevenson Square LP/614-396-3200	Y	24	24	12/1/2020	2/23/2022	N
173	Wheatland Crossing II/OH	Wheatland Crossing II LP/614-396-3200	Y	64	64	12/1/2020	10/6/2021	N
174	Barley Square/PA	Barley Square Limited Partnership/614-396-3200	Y	57	57	12/1/2020	11/13/2023	N
175	Stone Ridge Commons/PA	Woda Stone Ridge Limited Partnership/614-396-3200	Y	34	34	12/1/2020	TBD	N
176	Woda Maple Leaf/MI	WC Maple Leaf Townhomes LP/614-396-3200	Y	20	20	12/1/2019	12/22/2021	N
177	Maple Hill Apartments/MI	Maple Hill LDHA Limited Partnership/614-396-3200	Y	24	24	12/1/2020	7/26/2022	N
178	Edinburgh Commons/IN	Edinburgh Commons LP/614-396-3200	Y	24	24	12/1/2020	2/8/2022	N
179	Kirkman Terrace/KY	Kirkman Terrace Limited Partnership/614-396-3200	Y	45	45	12/1/2020	12/21/2021	N
180	Seven45 Stacking/MI	Seven45 Stacking LDHA LP/614-396-3200	Y	50	50	12/1/2020	8/11/2022	N
181	Pomeroy Colonial Park/OH	Pomeroy Colonial Park Limited Partnership/614-396-3200	Y	48	48	12/1/2020	6/2/2021	N
182	Towne Creek Crossing/KY	Towne Creek Crossing Limited Partnership/614-396-3200	Y	44	44	9/6/2019	6/3/2020	N
183	Blackhawk Commons/IN	Blackhawk Commons Limited Partnership/614-396-3200	Y	40	40	12/27/2019	7/19/2021	N
184	123 Club/SC	123 Club Limited Partnership/614-396-3200	Y	40	40	7/31/2019	2/27/2020	N
185	Douglas Greene/TN	Douglas Greene Limited Partnership/614-396-3200	Y	80	80	12/1/2019	2/19/2021	N
186	Tate Commons/NC	Tate Commons Limited Partnership/614-396-3200	Y	68	68	12/1/2019	2/4/2022	N
187	Rooney Ridge/NC	Rooney Ridge Limited Partnership/614-396-3200	Y	50	50	10/30/2019	9/24/2020	N
188	Breas Crossing II/KY	Breas Crossing II Limited Partnership/614-396-3200	Y	37	37	4/7/2021	1/25/2023	N
189	Alcheson Place Lofts/OH	Alcheson Place Lofts Limited Partnership/614-396-3200	Y	80	80	12/15/2021	6/22/2022	Y
190	Montgomery Crossing/OH	Montgomery Crossing Limited Partnership/614-396-3200	Y	50	50	7/21/2021	6/15/2022	N
191	Jenkins Street Lofts/OH	Jenkins Street Lofts Limited Partnership/614-396-3200	Y	60	60	1/31/2022	11/18/2022	N
192	Wendler Commons/OH	Wendler Commons Limited Partnership/614-396-3200	Y	62	62	3/17/2022	12/7/2022	N
193	Anderson Greene/IA	Anderson Greene Limited Partnership/614-396-3200	Y	44	39	11/25/2020	6/9/2021	N
194	Adair Court/GA	Adair Court Limited Partnership/614-396-3200	Y	91	77	12/23/2019	1/15/2021	N
195	Woda Milan Village/MI	Woda Milan Village LDHA LP/614-396-3200	Y	36	36	9/30/2019	3/22/2021	N
196	LaBelle Greene II/WV	LaBelle Greene II LP/614-396-3200	Y	40	40	4/30/2020	11/10/2021	N
197	McCormick Crossing/WV	McCormick Crossing LP/614-396-3200	Y	48	48	9/29/2020	10/18/2023	N
198	Robinson Overlook/MD	Robinson Overlook LP/614-396-3200	Y	48	48	11/29/2019	9/5/2023	N
199	Kershaw Greene	Kershaw Green LP/614-396-3200	Y	51	51	5/26/2023	11/21/2023	N
200	Kellinger Greene/PA	Kellinger Greene LP/614-396-3200	Y	56	56	10/15/2021	10/2/2023	N
201	Tyler Park/OH	Tyler Park LP/614-396-3200	Y	56	56	10/6/2023	TBD	N
202	Lockbourne Greene/OH	Lockbourne Greene LP/614-396-3200	Y	60	60	8/31/2023	12/22/2023	N
203	WC Oak Ridge/MI	WC Oak Ridge LP/614-396-3200	Y	24	24	10/31/2020	8/12/2022	N
204	Anderson Greene II/IA	Anderson Greene II Limited Partnership/614-396-3200	Y	48	48	11/24/2020	6/17/2021	N
205	43 Town Square/OH	43 Town Square LP/614-396-3200	Y	47	47	12/28/2018	2/14/2020	N
206	Sparrow Ridge/KY	Sparrow Ridge LP/614-396-3200	Y	96	96	7/6/2022	2/15/2023	N
207	Williams Terrace/IA	Williams Terrace LP/614-396-3200	Y	50	50	12/27/2022	9/1/2023	N
208	Landon Greene/NC	Landon Greene LP/614-396-3200	Y	60	60	4/28/2023	11/13/2023	N
209	Woodward Way/MI	Woodward Way LDHA LP/614-396-3200	Y	49	49	5/30/2023	TBD	N
210	Carnegie Greene 39/WV	Carnegie Greene 39 LP/614-396-3200	Y	39	39	3/31/2023	TBD	N

The unit is down from a fire. Management is currently working to repair the unit and bring it back into service by the end of March. The 8823 will be corrected shortly.

2nd PAGE TOTAL: 2,759 2,740  
 GRAND TOTAL: 9,325 9,302  
 UHC as % of Total Unit: 100%

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
211	LaBelle Greene IV/WV	LaBelle Greene IV LP/614-396-3200	Y	38	38	1/19/2023	TBD	N
212	Stockton Greene/WV	Stockton Greene LP/614-396-3200	Y	43	43	5/31/2023	TBD	N
213	WC Joseph's Crossing/WV	WC Joseph's Crossing LP/614-396-3200	Y	42	42	8/30/2023	TBD	N
214	Five Points Crossing/NC	Five Points Crossing LP/614-396-3200	Y	50	50	2/19/2024	TBD	N
215	Johnston Crossing II/IA	Johnston Crossing LP/614-396-3200	Y	50	50	11/20/2023	TBD	N
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2nd PAGE TOTAL: 223 223

GRAND TOTAL: 9,548 9,525

LIHTC as % of 100% Total Unit



## Explanation for the Strikethrough of Paragraph 13:

There is only 1 outstanding 8823 that needs to be corrected and should be corrected by the end of the month. That 8823 is for unit 317 of Atcheson Place Lofts.

On October 21, 2023, unit 317 of Atcheson Place Lofts was damaged in a fire. A tenant reported that their stove had shut off spontaneously and believed that it was a breaker. After an hour, the tenant noticed that there was smoke in their apartment. After feeling the wall and noticing it was hot, the tenant contacted the fire department.

The fire department opened up the wall and smoke came out. The damage was extensive enough that the unit now needs to be rebuilt. The rebuilding of the unit has been planned and is on track to be complete by the end of March 2024.

Woda Cooper Companies, Inc. has an excellent history of maintaining compliance with section 42 tax credits and does not expect this current instance of non-compliance to be a persisting issue. Despite having over 13,000 units under management, Woda Management & Real Estate consistently maintains compliance with federal and state regulatory requirements.

# List of LIHTC Developments (Schedule A)



Development Name: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

Kathy E. Vesley 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.? <sup>2</sup> (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 Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	N
2 Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	N
3 The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	N
4 Academy Apartments/West Point, Virginia	Academy Apartments VA LLC (980-335-2031)	N	32	32	10/5/2016	8/28/2018	N
5 Village Green/Gloucester, Virginia	Village Green VA LLC (980-335-2031)	N	32	32	12/6/2016	7/19/2018	N
6 Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/2018	8/5/2019	N
7 Bermuda Crossing/Chesterfield County, Virginia	Bermuda Crossing VA LLC (704-357-6000)	N	80	80	Credits Returned	Credits Returned	N
8 Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	10/31/2018	6/21/2019	N
9 Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	11/21/2019	5/12/2021	N
10 Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	12/5/2022	year 2023	N
11 Daffodil Gardens Phase Two/Gloucester, Virginia	Daffodil Gardens Phase Two, LLC (804-758-1260, ext. 1300)	N	40	40	12/26/2022	9/14/2023	N
12 Holley Pointe/Portsmouth, Virginia	Holley Pointe Limited Partnership (614-396-3200)	N	50	50	1/1/2021	1/25/2023	N
13 Lambert Landing/Chester, Virginia	Lambert Landing Limited Partnership (614-396-3200)	N	64	64	TBD	TBD	N
14 Bains Pointe, Portsmouth, Virginia	Bains Pointe Limited Partnership (614-396-3200)	N	50	50	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 749 749 100% LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

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

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

Powhatan Holdings, LLC
Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*
N
Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* 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: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

Principal's Name: Regina P. Lawrence 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	Bains Pointe/Portsmouth, VA	Bains Pointe Limited Partnership (614-396-3200)	N	50	50	TBD	TBD	N
2								
3								
4								
5								
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 50 50 LIHTC as % of Total Units 100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB



# List of LIHTC Developments (Schedule A)



Development Name: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

Rosenwald Pointe Limited Partnership      **Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*** Y Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Bains Pointe/Portsmouth, VA	Bains Pointe Limited Partnership (614-396-3200)	N	50	50	TBD	TBD	N
2								
3								
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 50 50 LIHTC as % of Total Units 100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Rosenwald Pointe  
 Name of Applicant: Rosenwald Pointe Limited Partnership

**INSTRUCTIONS:**

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

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

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* 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.

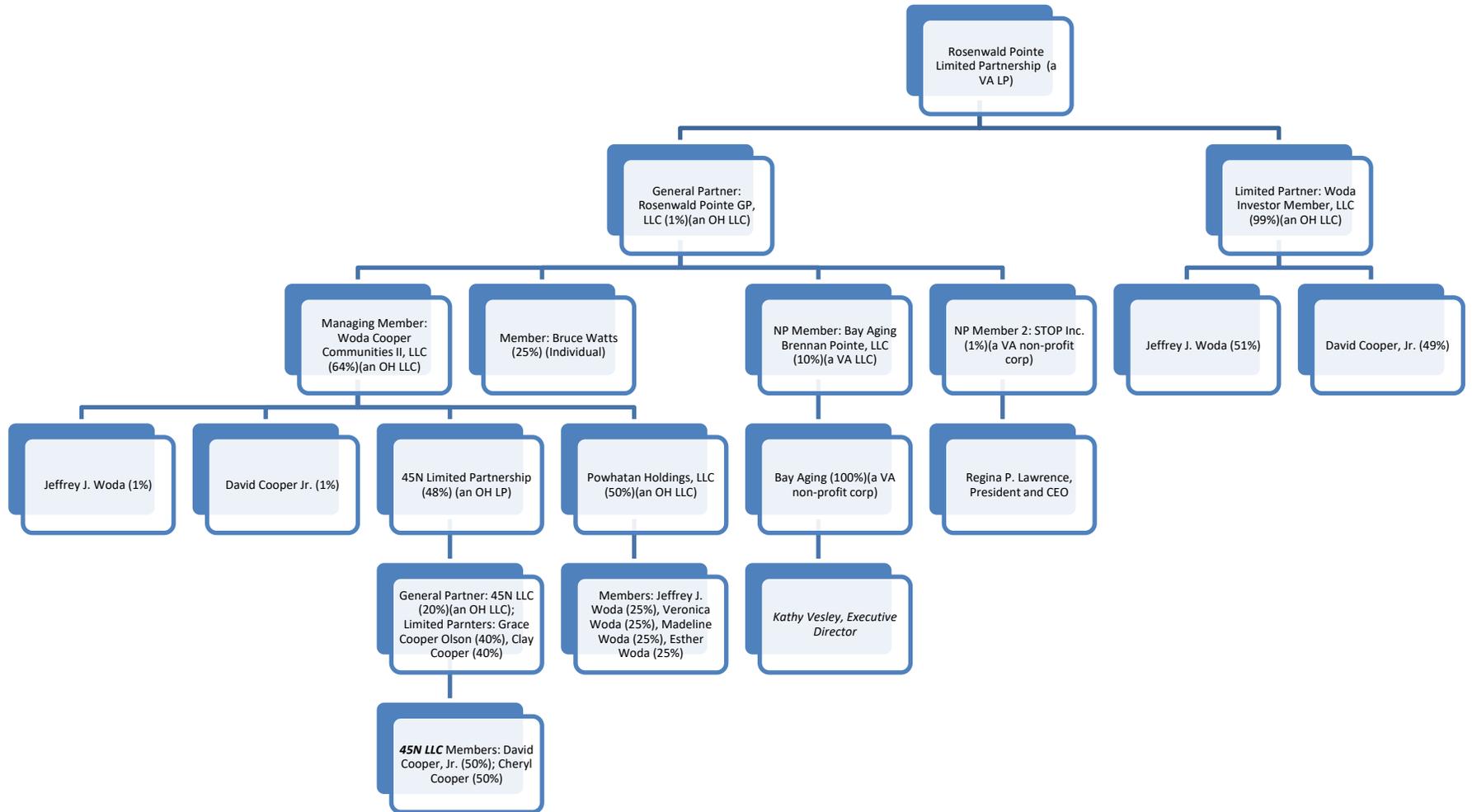
1st PAGE      LIHTC as % of  
 TOTAL:      0      0      #DIV/0!      Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB



# Rosenwald Pointe Limited Partnership

## Organizational Structure



# **Tab E:**

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

## PURCHASE AGREEMENT

**THIS AMENDED AND RESTATED PURCHASE AGREEMENT** (“Agreement”) is made and entered into this 11 day of March 2024, by and between **LDV Development, LLC**, whose tax mailing address is 2700 Neilson Way, Unit 1621, Santa Monica, California 90405, **ACEND 2002, LLC**, whose tax mailing address is 2700 Neilson Way, Unit 1621, Santa Monica, California 90405 (hereinafter collectively referred to as the “**Seller**”), and **Rosenwald Pointe Limited Partnership**, whose tax mailing address is 500 S. Front Street, 10<sup>th</sup> Floor, Columbus, Ohio 43215 (hereinafter referred to as the “**Buyer**”); and

**WHEREAS**, LDV Development, LLC is the owner of certain real estate parcels consisting of 1.1 +/- acres more or less; with the city-assigned map numbers of: 37/2/19 and 37/2/20; approximately located at 1008 B Street, Waynesboro, Virginia 22980; and as generally depicted on Exhibit A attached hereto (the “**Property**”); and

**WHEREAS**, ACEND 2002, LLC is the owner of certain real estate parcels consisting of 1.86 +/- acres more or less; with the city-assigned map numbers of: 37/8/4, 37/5/15, 37/5/14, 37/5/13, 37/5/12, 37/5/11, 37/5/10, 37/5/9, 37/5/8, and 37/5/7; approximately located at 1008 B Street, Waynesboro, Virginia 22980; and as generally depicted on Exhibit A attached hereto (the “**Property**”); and

**WHEREAS**, Woda Cooper Development, Inc., and LDV Development LLC previously entered into a Purchase Agreement (the “**Original Agreement**”) on January 26, 2024; and

**WHEREAS**, Woda Cooper Development, Inc., previously assigned its rights to purchase the Property under the Original Agreement to Buyer on March 05, 2024, (the “**Assignment**”), pursuant to Section 14 of the Original Agreement; and

**WHEREAS**, Buyer and Seller agree to amend and restate the Original Agreement and Assignment in order to simplify documentation, clarify that ACEND 2002 LLC is a Seller and which lots it owns, and provide for this Agreement to supersede the Original Agreement and Assignment, as amended, in its entirety; and

**NOW THEREFORE**, Buyer has deposited with Reno & Cavanaugh, PLLC (455 Massachusetts Avenue, NW, Suite 400, Washington, DC 20001; Attn: Jennifer Zatkowski) (the “**Title Agent**”), Thirty Thousand and no/100 Dollars (\$30,000.00) (the “**Initial Earnest Deposit**”). Five Thousand and no/100 Dollars (\$5,000.00) of the Initial Earnest Deposit will become nonrefundable within fifteen (15) business days of the Buyer submitting an application for tax credits to Virginia Housing or no later than March 30, 2024. The remaining Twenty-Five Thousand and no/100 Dollars (\$25,000.00) of the Initial Earnest Deposit will become nonrefundable within fifteen (15) business days of Buyer receiving an award of tax credits from Virginia Housing or no later than July 30, 2024.

1. Seller shall sell and Buyer shall purchase the Property upon and subject to the terms and conditions of this Agreement.

2. The purchase price for the Property shall be Eight Hundred Seventy-Five Thousand Dollars and no/100 (\$875,000.00) (the “**Purchase Price**”).
3. The Initial Earnest Deposit and all subsequent earnest deposits (collectively referred to as the “**Earnest Deposits**”) shall be credited towards the Purchase Price at Closing (as defined hereinafter).
4. At closing, Buyer shall pay Purchase Price as follows: Buyer shall pay to Seller in cash the balance of the Purchase Price that is due after deducting the amount of the Earnest Deposits released to Seller. At closing, Seller shall deliver a transferable, recordable, General Warranty deed to Buyer, or its assignee. The General Warranty deed shall be prepared by Seller. Closing shall occur on or before January 3, 2025 (“**Closing**”).
5. Buyer shall have two (2) options to extend Closing under this Agreement for an additional sixty (60) days per option by notifying Seller and delivering to Title Agent an additional earnest payment of Twenty Thousand and no/100 Dollars (\$20,000.00) (each a “**Subsequent Earnest Deposit**”) for each extension. Any Subsequent Earnest Deposits shall become immediately non-refundable and shall be credited to the Purchase Price at Closing.
6. Buyer may have to perform a Part 58 National Environmental Policy Act review (“**NEPA**”) as a result of the financing Buyer obtains for its development. If the NEPA review has not been completed and Buyer has exhausted all of its options to extend Closing in paragraph 4 above, Buyer may extend Closing for up to an additional ninety (90) days to allow for the completion of the NEPA review by notifying Seller and delivering to Title Agent an additional Twenty Thousand and no/100 Dollars (\$20,000.00) (“**NEPA Extension Deposit**”) prior to the extended Closing date. The NEPA Extension may only be exercised if a NEPA review is required by one of Buyer’s funding sources and if Buyer has pursued the same with commercially reasonable effort. The NEPA Extension Deposit shall be non-refundable and shall be credited to the Purchase Price at Closing.
7. Title to the Property shall be free and clear of all liens and encumbrances other than those that do not unreasonably interfere with Buyer’s intended development of the Property, as determined by Buyer in its sole discretion. Buyer shall obtain a title insurance commitment for the Property, and if any exception noted therein is unacceptable to Buyer, Buyer shall notify Seller in writing, and Seller shall then have thirty (30) calendar days from the notice date to cure such unacceptable exception. If Seller fails to cure any exception timely objected to by Buyer within such 30-day period and fails to provide evidence to Buyer of such cure acceptable to Buyer in its reasonable discretion, then Buyer shall have the right to terminate this Agreement by written notice to Seller and the Earnest Deposit shall be returned to Buyer.
8. Buyer’s obligation to purchase the Property shall be subject to and contingent upon satisfaction to Buyer, at Buyer’s sole cost and expense and in Buyer’s sole discretion of the following contingencies on or before the Closing date:

- a. Buyer determining that it can obtain all governmental approvals necessary or desirable for the construction of the housing units and all related amenities on the Property.
  - b. Buyer determining that the Property is in compliance with the lender and investor environmental requirements.
  - c. Buyer completing due diligence on the site and market review to its satisfaction.
  - d. Buyer obtaining acceptable zoning approvals for the planned number of units and acceptable site plan approval by the appropriate government entity or entities.
  - e. Buyer receiving a resolution from the local government supporting the development within a revitalization area.
  - f. Buyer obtaining project-based vouchers from the local housing authority.
  - g. Buyer determining that development of Property for Buyer's intended use is economically feasible.
  - h. Buyer determining that the environmental remediation plan and costs associated with environmental reports are acceptable.
  - i. Buyer receiving all necessary financing, including but not limited to a final reservation of Section 42 tax credits from Virginia Housing.
9. If the contingencies in paragraph 8 above are not satisfied or waived by Buyer, then Buyer shall have sole and absolute right to terminate this Purchase Agreement by written notice to Seller. Upon termination, all deposits deemed nonrefundable at the point of termination shall be released to Seller if not yet released, and neither party shall have any further rights, obligations, or liabilities hereunder.
  10. It is understood and agreed that during the contract period for the Property Buyer and its designees shall have the right to enter the Property to conduct environmental tests, soils tests, or any other such investigation as deemed necessary by Buyer at Buyer's sole discretion and expense. Buyer will indemnify and hold harmless Seller from any claims, damages, or causes of action which might occur as a result of Buyer's activities on the Property, and Buyer shall restore the Property to the condition existing before said tests or investigations were conducted.
  11. Except as otherwise provided herein, during the term of this Agreement, Seller shall not, without the prior written approval of the Buyer, (a) make or permit to be made, any material changes or alterations to any part of the Property; or (b) enter into any agreement of lease, easement or lien, whatsoever; or (c) enter into any agreement for the sale of the Property to a party other than the Buyer.

12. Notices under this Agreement may be given by fax, e-mail, mail, overnight mail, or personal delivery. Any notice that is actually received shall be effective regardless of the manner in which it is sent or delivered.
  - a. Notices to Buyer will be sent to:  
500 Front Street, Floor 10  
Columbus, OH 43215  
Attention: Eric Wright  
Email: [ewright@wodagroup.com](mailto:ewright@wodagroup.com)
  - b. Notices to Seller will be sent to:  
  
2700 Neilson Way #1621  
Santa Monica, CA. 90405  
Dave White  
[dave@crs-va.com](mailto:dave@crs-va.com)
13. This Agreement shall be assignable by Buyer with prior notice and consent of Seller. Notwithstanding, any assignment pursuant to this paragraph, the original Buyer shall remain fully liable for performance of all its obligations hereunder.
14. At Closing, Seller shall pay the cost of deed preparation. Seller agrees to provide Buyer a general warranty deed with no encumbrances upon the real property described herein, except as may be permitted or waived exceptions indicated on the title commitment. Buyer shall pay the cost of an owner's title insurance policy in the full amount of the Purchase Price. At Closing, the real estate taxes will be prorated. Seller shall be responsible to pay all rollback taxes and seller real estate transfer taxes, and Buyer shall be responsible to pay all recordation taxes. Seller and Buyer agree that the Closing or the purchase of the Property and the title insurance for the transaction will be furnished through a title agency of Buyer's choice.
15. All commissions owed to any real estate broker as a result of this transaction shall be paid for by the Seller. Seller agrees to pay such commissions and agrees to hold Buyer harmless and to defend Buyer against any claims for any commissions. Such obligation is expressly accepted by Seller upon Buyer's binding representation herein made that Buyer has not engaged any real estate broker or agent in connection with this transaction.
16. This Purchase Agreement shall be governed by and construed in accordance with the laws of the state of Virginia.
17. If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent provided by law.

18. This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute and be deemed one and the same agreement.
19. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, heirs, executors, distributees, and personal representatives.
20. If prior to Closing any portion of the Property shall be taken by condemnation or similar right of eminent domain or like process ("Condemnation"), or damaged by casualty ("Casualty"), which Condemnation or Casualty shall materially affect the Property or Buyer's ability to develop the Property, Seller shall promptly provide notice to Buyer of such Condemnation or Casualty, and Buyer may elect to (a) terminate this Agreement and receive a refund of all deposits and interest thereon paid by Buyer or (b) proceed hereunder notwithstanding such Condemnation or Casualty, with a pro-rata reduction in Purchase Price based upon the percentage of the Property taken and/or damaged.

**[END OF DOCUMENT -SIGNATURE PAGE FOLLOWS]**

**SIGNATURE PAGE**

Seller:

**LDV Development, LLC**

By: LDV Development, LLC

Name: David Zelnick

Its: Managing Member

Seller:

**ACEND 2002, LLC**

By: ACEND 2002, LLC

Name: David Zelnick

Its: Managing Member

Buyer:

**Rosenwald Pointe Limited Partnership**

A Virginia limited partnership

By: Rosenwald Pointe GP, LLC  
An Ohio limited liability company  
Its Managing General Partner

By: Woda Cooper Communities II, LLC  
An Ohio limited liability company  
Its Sole Member

By: David Cooper, Jr.

Name: David Cooper, Jr.  
Title: Manager

Exhibit A





# 1008 B ST

**Location** 1008 B ST

**Map Number** 37/ 2 / 20/ /

**PIN/Acct#** 470470

**Owner** LDV DEVELOPMENT LLC

**Assessment** \$116,100

**PID** 5034

**Building Count** 1

**Legal Description** 0.41 ACRES ADJ MAHONEY  
SMALL ACREAGE (2007  
REPLAT)

**Appx Lot Dimensi...** 0.410 AC

**Utility**

**District** 01: Ward A

## Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$76,100	\$40,000	\$116,100

## Parcel Addresses

Additional Addresses

No Additional Addresses available for this parcel

### Owner of Record

**Owner** LDV DEVELOPMENT LLC **Sale Price** \$140,000  
**Co-Owner** **Book & Page** 0/0  
**Care Of** **Sale Date** 06/16/2021  
**Address** 2700 NEILSON WAY UT 1621  
SANTA MONICA, CA 90405

### Ownership History

Ownership History				
Owner	Sale Price	Book & Page	Sale Date	Instrument #
LDV DEVELOPMENT LLC	\$140,000	0/0	06/16/2021	1717
LEE LAND TRUST	\$100,000	0/0	04/30/2021	1184
FRENGER, STEPHANIE J (ADMINISTRATOR)	\$0	0/0	03/18/2021	36
SNEAD, PATRICIA A	\$0	0/0	10/04/2019	129
SNEAD, JAMES E & PATRICIA A	\$0	112/411	05/24/1979	0

### Building Information

#### Building 1 : Section 1

**Year Built:** 1930

**Living Area:** 1,345

**Building Attributes**

Field	Description
Model	Residential
Style	2+Story(Frame/Vinyl)
Class	Grade C
Factor	0.00
Stories	2
# Units	0
Roof Type	Gable
Roof Cover	Metal/Tin
Exterior Wall 1	Asbestos
Exterior Wall 2	Vinyl
Heat System	Forced Air
Heat Fuel	Gas
AC Type	None
Interior Wall 1	Wood Panel
Interior Wall 2	Drywall
Interior Wall 3	
Interior Floor 1	Carpet
Interior Floor 2	Ceramic Tile
Interior Floor 3	
Total Room(s)	5
Bedroom(s)	3
Full Bath(s)	1
Half Bath(s)	1
Extra Fixture(s)	0

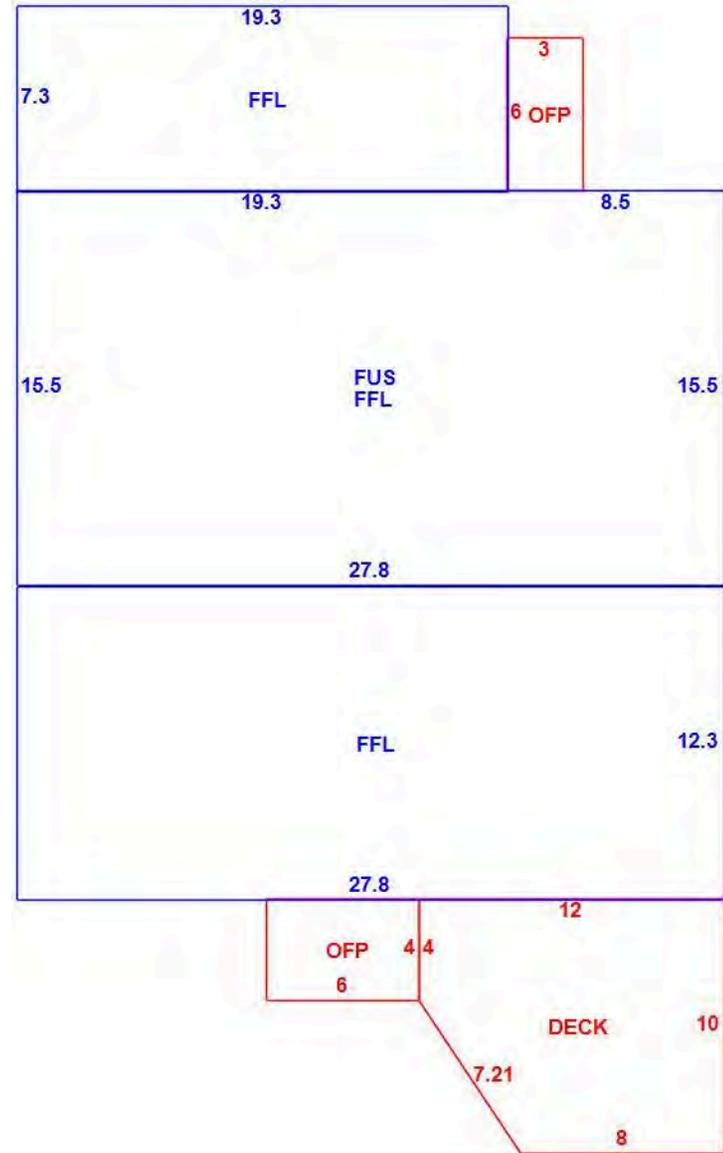
## Building Photo



[https://images.vgsi.com/photos/waynesborovaPhotos/AP470\0470470\\_01](https://images.vgsi.com/photos/waynesborovaPhotos/AP470\0470470_01)

Extra Kitchen(s)	0
Fireplace(s)	0
Stacked Fireplace(s)	0
Gas Fireplace(s)	0
Flue(s)	0
Metal Flue(s)	0
Inop Flue/FPL	0
CAMRA S/F	1345
Foundation	Concrete
Basement	Crawl
Fin Bsmt Area	0
FBM Quality	
# Cars - Built In	0
Garage	Detached
# Cars - Garage	2
Carport Type	None
# Cars - Carport	0
Garage Type 2	
# Cars - Garage 2	0
Water/Sewer	Public/Public

## Building Layout



([ParcelSketch.ashx?pid=5034&bid=5034](#))

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area

FFL	First Floor	914	914
FUS	Finished Upper Story	431	431
DECK	Deck	108	0
OFP	Open Porch	42	0
		1,495	1,345

**Extra Features**

<b>Extra Features</b>
No Data for Extra Features

**Land**

Land Use		Land Line Valuation	
Zoning	R-MF	Size (Acres)	0.00
Land Use Program	No	Assessed Value	\$40,000

**Outbuildings**

Outbuildings					
Code	Description	Sub Code	Sub Description	Size	Assessed Value
STORG	Storage	BLDG	Building	1.00 UNITS	\$200
POOL	Pool	ABVGRD	Above Ground	1.00 UNITS	\$0
DECK	Deck	POOL	Around Pool	1.00 UNITS	\$0
GAR	Garage	VN	Vinyl	576.00 UNITS	\$9,900

STORG	Storage	BLDG	Building	1.00 UNITS	\$1,000
-------	---------	------	----------	------------	---------

**Valuation History**

<b>Assessment</b>				
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>	
2023	\$76,100	\$40,000	\$116,100	
2022	\$61,500	\$40,000	\$101,500	
2021	\$61,500	\$40,000	\$101,500	

# 0 B ST

**Location** 0 B ST

**Map Number** 37/ 2 / 19/ /

**PIN/Acct#** 470561

**Owner** LDV DEVELOPMENT LLC

**Assessment** \$40,000

**PID** 5035

**Building Count** 1

**Legal Description** .61 ACRE (PART OF LOT 2)  
SUBDIV OF JOHNSON ESTATE  
BCMM&L

**Appx Lot Dimensi...** 220X100 AV

**Utility**

**District** 01: Ward A

## Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$0	\$40,000	\$40,000

## Parcel Addresses

Additional Addresses
No Additional Addresses available for this parcel

## Owner of Record

**Owner** LDV DEVELOPMENT LLC

**Sale Price** \$140,000

**Co-Owner**

**Book & Page** 0/0

**Care Of**

**Sale Date** 06/16/2021

**Address** 2700 NEILSON WAY UT 1621  
SANTA MONICA, CA 90405

## Ownership History

Ownership History				
Owner	Sale Price	Book & Page	Sale Date	Instrument #
LDV DEVELOPMENT LLC	\$140,000	0/0	06/16/2021	1717
LEE LAND TRUST	\$100,000	0/0	04/30/2021	1184
FRENGER, STEPHANIE J (ADMINISTRATOR)	\$0	0/0	03/18/2021	36
SNEAD, PATRICIA A	\$0	0/0	10/04/2019	129

## Building Information

### Building 1 : Section 1

**Year Built:**

**Living Area:**

0

Building Attributes	
Field	Description
Model	
Style	Vacant Land
Class	
Factor	
Stories	
# Units	
Roof Type	
Roof Cover	
Exterior Wall 1	
Exterior Wall 2	
Heat System	
Heat Fuel	
AC Type	
Interior Wall 1	
Interior Wall 2	
Interior Wall 3	
Interior Floor 1	
Interior Floor 2	
Interior Floor 3	
Total Room(s)	
Bedroom(s)	
Full Bath(s)	
Half Bath(s)	
Extra Fixture(s)	
Extra Kitchen(s)	
Fireplace(s)	
Stacked Fireplace(s)	
Gas Fireplace(s)	
Flue(s)	
Metal Flue(s)	
Inop Flue/FPL	
CAMRA S/F	

### Building Photo

 Building Photo

(<https://images.vgsi.com/photos/waynesborovaPhotos//default.jpg>)

### Building Layout

([ParcelSketch.ashx?pid=5035&bid=5035](#))

Building Sub-Areas (sq ft)
No Data for Building Sub-Areas

Foundation	
Basement	
Fin Bsmt Area	
FBM Quality	
# Cars - Built In	
Garage	
# Cars - Garage	
Carport Type	
# Cars - Carport	
Garage Type 2	
# Cars - Garage 2	
Water/Sewer	

### Extra Features

Extra Features
No Data for Extra Features

### Land

#### Land Use

Zoning R-MF  
Land Use Program No

#### Land Line Valuation

Size (Acres) 0.00  
Assessed Value \$40,000

### Outbuildings

Outbuildings
No Data for Outbuildings

### Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$0	\$40,000	\$40,000
2022	\$0	\$40,000	\$40,000
2021	\$0	\$40,000	\$40,000

# 1100 3RD ST

**Location** 1100 3RD ST

**Map Number** 37 / 8 / 4 / 1

**PIN/Acct#** 786408

**Owner** ACEND 2002 LLC

**Assessment** \$51,500

**PID** 9214

**Building Count** 1

**Legal Description** LOT 4 (25,008 SF) ACEND 2002  
LLC PROPERTY (2007 REPLAT)

**Appx Lot Dimensi...** LAND: .574 ACRE

**Utility**

**District** 01: Ward A

## Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$1,500	\$50,000	\$51,500

## Parcel Addresses

Additional Addresses
No Additional Addresses available for this parcel

## Owner of Record

**Owner** ACEND 2002 LLC

**Sale Price** \$0

**Co-Owner**

**Book & Page** 0/0

**Care Of**

**Sale Date** 02/21/2007

**Address** C/O DAVE WHITE  
2700 NEILSON WAY, APT 1621  
SANTA MONICA, CA 90405

## Ownership History

Ownership History				
Owner	Sale Price	Book & Page	Sale Date	Instrument #
ACEND 2002 LLC	\$0	0/0	02/21/2007	533

## Building Information

## Building 1 : Section 1

Year Built:

0

Living Area:

Building Attributes	
Field	Description
Model	
Style	Vacant Land
Class	
Factor	
Stories	
# Units	
Roof Type	
Roof Cover	
Exterior Wall 1	
Exterior Wall 2	
Heat System	
Heat Fuel	
AC Type	
Interior Wall 1	
Interior Wall 2	
Interior Wall 3	
Interior Floor 1	
Interior Floor 2	
Interior Floor 3	
Total Room(s)	
Bedroom(s)	
Full Bath(s)	
Half Bath(s)	
Extra Fixture(s)	
Extra Kitchen(s)	
Fireplace(s)	
Stacked Fireplace(s)	
Gas Fireplace(s)	
Flue(s)	
Metal Flue(s)	
Inop Flue/FPL	
CAMRA S/F	
Foundation	
Basement	
Fin Bsmt Area	

## Building Photo

 Building Photo

<https://images.vgsi.com/photos/waynesborovaPhotos/default.jpg>

## Building Layout

[\(ParcelSketch.ashx?pid=9214&bid=9214\)](#)

Building Sub-Areas (sq ft)
No Data for Building Sub-Areas

FBM Quality	
# Cars - Built In	
Garage	
# Cars - Garage	
Carport Type	
# Cars - Carport	
Garage Type 2	
# Cars - Garage 2	
Water/Sewer	

**Extra Features**

Extra Features	
No Data for Extra Features	

**Land**

**Land Use**

**Zoning** R-MF  
**Land Use Program** No

**Land Line Valuation**

**Size (Acres)** 0  
**Assessed Value** \$50,000

**Outbuildings**

Outbuildings					
Code	Description	Sub Code	Sub Description	Size	Assessed Value
FEN	Fence	PRV	Privacy	1.00 UNITS	\$1,500

**Valuation History**

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$1,500	\$50,000	\$51,500
2022	\$3,000	\$50,000	\$53,000
2021	\$3,000	\$50,000	\$53,000

# 0 3RD ST

**Location** 0 3RD ST

**Map Number** 37/ 5 / 7/ /

**PIN/Acct#** 567476

**Owner** ACEND 2002 LLC

**Assessment** \$60,000

**PID** 6247

**Building Count** 1

**Legal Description** LOTS 7 THRU 15 C M  
MEADOWS PLAT

**Appx Lot Dimensi...** LAND: 450X126 (AVG)

**Utility**

**District** 01: Ward A

## Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$0	\$60,000	\$60,000

## Parcel Addresses

Additional Addresses
No Additional Addresses available for this parcel

## Owner of Record

<b>Owner</b>	ACEND 2002 LLC	<b>Sale Price</b>	\$115,000
<b>Co-Owner</b>		<b>Book &amp; Page</b>	0/0
<b>Care Of</b>		<b>Sale Date</b>	02/21/2007
<b>Address</b>	C/O DAVE WHITE 2700 NEILSON WAY, APT 1621 SANTA MONICA, CA 90405		

## Ownership History

Ownership History				
Owner	Sale Price	Book & Page	Sale Date	Instrument #
ACEND 2002 LLC	\$115,000	0/0	02/21/2007	533
LAREW, HUGH F	\$35,000	277/296	04/06/2000	0

## Building Information

### Building 1 : Section 1

Year Built:

Living Area: 0

Building Attributes	
Field	Description
Model	
Style	Vacant Land
Class	
Factor	
Stories	
# Units	
Roof Type	
Roof Cover	
Exterior Wall 1	
Exterior Wall 2	
Heat System	
Heat Fuel	
AC Type	
Interior Wall 1	
Interior Wall 2	
Interior Wall 3	
Interior Floor 1	
Interior Floor 2	
Interior Floor 3	
Total Room(s)	
Bedroom(s)	
Full Bath(s)	
Half Bath(s)	
Extra Fixture(s)	
Extra Kitchen(s)	
Fireplace(s)	
Stacked Fireplace(s)	
Gas Fireplace(s)	
Flue(s)	
Metal Flue(s)	
Inop Flue/FPL	
CAMRA S/F	
Foundation	

### Building Photo

 Building Photo

<https://images.vgsi.com/photos/waynesborovaPhotos/default.jpg>

### Building Layout

[\(ParcelSketch.ashx?pid=6247&bid=6247\)](#)

Building Sub-Areas (sq ft)
No Data for Building Sub-Areas

Basement	
Fin Bsmt Area	
FBM Quality	
# Cars - Built In	
Garage	
# Cars - Garage	
Carport Type	
# Cars - Carport	
Garage Type 2	
# Cars - Garage 2	
Water/Sewer	

**Extra Features**

<b>Extra Features</b>
No Data for Extra Features

**Land**

**Land Use**

Zoning R-MF  
 Land Use Program No

**Land Line Valuation**

Size (Acres) 0  
 Assessed Value \$60,000

**Outbuildings**

<b>Outbuildings</b>
No Data for Outbuildings

**Valuation History**

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$0	\$60,000	\$60,000
2022	\$0	\$45,000	\$45,000
2021	\$0	\$45,000	\$45,000

# **Tab F:**

RESNET Rater Certification (MANDATORY)

## R. RESNET Rater Certification

### RESNET Rater Certification of Development Plans

Deal Name Rosenwald Pointe

Deal Address 1008 B Street, Waynesboro, VA 22980

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

#### Additional Optional Certifications

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

- Earthcraft Certification** – The development's design meets the criteria to obtain 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.

**Additional Optional Certifications continued**

\_\_\_\_\_ **National Green Building Standard (NGBS)** – The development’s design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification.

\_\_\_\_\_ **Enterprise Green Communities** – The development’s design meets the criteria for meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

\_\_\_\_\_ **Zero Energy Ready Homes**

\_\_\_\_\_ **Passive House**

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

Printed Name Chris Dwyer 03/11/2024  
RESNET Rater Date

Signature 

Resnet Provider Agency Sol Developments, LLC

Signature 

Provider Contact & Phone/Email Sanyog Rathod

513 455 8228 sanyogr@solconsults.com



## Home Energy Rating System (HERS) Analysis

**Table 1.1 - Project Summary**

**Project Name** Rosenwald Pointe  
**Certification Type** LEED for Homes - Energy Star V3  
**Address** 1008 B ST  
**City, State, Zip** Waynesboro, VA 22980

**Building Input Summary**

		Application Scenario
Slab Floors		R-10, 2" vertical only
Rim/Band Joist		R-21, 2x6, 16" OC
Above Grade Wall		R-21, 2x6, 16" OC
Windows	U value .32	SHGC .27
Doors		Standard Doors
Ceiling w/Attic		R-38, roof trusses, 24 OC, blown insulation
Heating/Cooling Equipment		SEER 16, HSPF 9
Water Heating		Electric, Tank, 40-gallons, UEF 0.93
Programmable Thermostat		Yes
<b>Mechanical Ventilation</b>	air cyclcer, 80 cfm, 10 watts	ASHRAE 62.2-2010
Infiltration	5	ACH@50 (to be tested)
Duct Location, Insulation		Top floor location: attic, under insulation, R-6
Duct Leakage to Outside (energy loss)	0.04	cfm25/SF (to be tested)
Total Duct Leakage (comfort loss)	0.08	cfm25/SF (to be tested)
Lights		100% LED
Appliances	Refrigerator	400 KwHr/Yr
	Dishwasher	270 KwHr/Yr
	Clothes Washer	Default
	Oven Fuel	Electric Range
Hot Water Efficiencies	Shower gpm	1.75 GPM
	Lavatory gpm	1.00 GPM

**Table 1.3 - Unit Summary**

Unit Name Type		Unit Count	EnergyStar MFNC Target	EnergyStar MFNC Projected Score
Building A	1st_1 Bed_Type A	1	65	55
	1st_2 Bed_Type B	1	63	53
	1st_2 Bed_Type C	4	64	55
	1st_3 Bed_Type D	2	63	53
	2nd_1 Bed_Type E	1	64	55
	2nd_2 Bed_Type F	4	63	56
	2nd_3 Bed_Type G	2	62	54
	2nd_2 Bed_Type H	1	62	54
	3rd_1 Bed_Type I	1	65	55
	3rd_2 Bed_Type J	2	63	56
3rd_3 Bed_Type K	1	63	54	
Building B	1st_2 Bed_Type L	1	66	58
	1st_2 Bed_Type M	1	66	59
	1st_1 Bed_Type N	1	66	59
	2nd_2 Bed_Type O	12	64	58
	2nd_3 Bed_Type P	4	66	58
	2nd_1 Bed_Type Q	4	64	59
	3rd_2 Bed_Type R	6	66	61
	3rd_3 Bed_Type S	2	67	61
3rd_1 Bed_Type T	2	66	62	

# ENERGY STAR v1.1 MF Home Report

Property  
1st\_2 Bed\_Type A  
1008 B ST  
WAYNESBORO, VA 22980

Organization  
Sol design + consulting  
(513)455-8228  
Chris Dwyer

HERS  
ProjectedWorstCase  
2024-03-06  
Rater ID:2783440

Weather:Richmond, VA  
1st\_2 Bed\_Type A  
Type A.blg

Builder

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	4.6	3.4
Cooling	4.3	3.1
Water Heating	4.6	4.2
Lights and Appliances	11.1	10.1
<b>Total</b>	<b>24.5</b>	<b>20.8</b>
ENERGY STAR HERS Index Target	65	55 HERS Index w/o PV 55 HERS Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	1.6
Sulfur Dioxide (SO2) - lbs/yr	9.0
Nitrogen Oxides (NOx) - lbs/yr	3.0

### Energy Cost Savings

	\$/yr
Heating	124
Cooling	88
Water Heating	51
Lights & Appliances	143
<b>Total</b>	<b>407</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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# Home Energy Rating Certificate

Property  
1st\_2\_Bed\_Type A  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 55**

## General Information

Conditioned Area	724 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	7240 cubic ft.	Foundation	Slab
Bedrooms	1		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Ctg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	R-10.0 Edge, R-0.0 Under
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.8	\$103	14%
Cooling	1.5	\$56	8%
Hot Water	4.9	\$183	26%
Lights/Appliances	10.1	\$376	52%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>19.4</b>	<b>\$718</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.3.4**

This information does not constitute any warranty of energy costs or savings. © 1985-2022 NORESCO, Boulder, Colorado.  
The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# ENERGY STAR v1.1 MF Home Report

Property  
1st\_2 Bed\_Type B  
1008 B ST  
WAYNESBORO, VA 22980

Organization  
Sol design + consulting  
(513)455-8228  
Chris Dwyer

HERS  
ProjectedWorstCase  
2024-03-06  
Rater ID:2783440

Weather:Richmond, VA  
1st\_2 Bed\_Type B  
Type B.blg

Builder

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	3.3	3.3
Cooling	6.2	4.0
Water Heating	6.3	5.6
Lights and Appliances	13.0	11.9
<b>Total</b>	<b>28.8</b>	<b>24.7</b>
ENERGY STAR HERS Index Target	63	53 HERS Index w/o PV 53 HERS Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	2.1
Sulfur Dioxide (SO2) - lbs/yr	11.7
Nitrogen Oxides (NOx) - lbs/yr	3.8

### Energy Cost Savings

	\$/yr
Heating	185
Cooling	107
Water Heating	70
Lights & Appliances	163
<b>Total</b>	<b>526</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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# Home Energy Rating Certificate

Property  
1st\_2\_Bed\_Type B  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 53**

## General Information

Conditioned Area	921 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	9210 cubic ft.	Foundation	Slab
Bedrooms	2		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Ctg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	R-10.0 Edge, R-0.0 Under
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.7	\$100	12%
Cooling	2.0	\$74	9%
Hot Water	6.3	\$235	28%
Lights/Appliances	11.9	\$440	52%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>22.9</b>	<b>\$849</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.3.4**

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# ENERGY STAR v1.1 MF Home Report

Property  
1st\_2 Bed\_Type C  
1008 B ST  
WAYNESBORO, VA 22980

Organization  
Sol design + consulting  
(513)455-8228  
Chris Dwyer

HERS  
ProjectedWorstCase  
2024-03-06  
Rater ID:2783440

Weather:Richmond, VA  
1st\_2 Bed\_Type C  
Type C.blg

Builder

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	2.2	2.3
Cooling	5.0	3.2
Water Heating	6.3	5.6
Lights and Appliances	13.0	11.9
<b>Total</b>	<b>26.4</b>	<b>23.0</b>
ENERGY STAR HERS Index Target	64	55 HERS Index w/o PV 55 HERS Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	1.9
Sulfur Dioxide (SO2) - lbs/yr	10.5
Nitrogen Oxides (NOx) - lbs/yr	3.5

### Energy Cost Savings

	\$/yr
Heating	147
Cooling	93
Water Heating	70
Lights & Appliances	163
<b>Total</b>	<b>474</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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# Home Energy Rating Certificate

Property  
1st\_2\_Bed\_Type C  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 55**

## General Information

Conditioned Area	924 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	9240 cubic ft.	Foundation	Slab
Bedrooms	2		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	R-10.0 Edge, R-0.0 Under
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	1.9	\$71	9%
Cooling	1.6	\$61	8%
Hot Water	6.3	\$235	29%
Lights/Appliances	11.9	\$441	55%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>21.8</b>	<b>\$808</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.3.4**

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# ENERGY STAR v1.1 MF Home Report

Property  
1st\_2 Bed\_Type D  
1008 B ST  
WAYNESBORO, VA 22980

Organization  
Sol design + consulting  
(513)455-8228  
Chris Dwyer

HERS  
ProjectedWorstCase  
2024-03-06  
Rater ID:2783440

Weather:Richmond, VA  
1st\_2 Bed\_Type D  
Type D.blg

Builder

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	3.3	3.5
Cooling	7.0	4.3
Water Heating	8.0	6.9
Lights and Appliances	15.5	14.1
<b>Total</b>	<b>33.8</b>	<b>28.7</b>
ENERGY STAR HERS Index Target	63	53 HERS Index w/o PV 53 HERS Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	2.5
Sulfur Dioxide (SO2) - lbs/yr	14.1
Nitrogen Oxides (NOx) - lbs/yr	4.6

### Energy Cost Savings

	\$/yr
Heating	221
Cooling	130
Water Heating	90
Lights & Appliances	193
<b>Total</b>	<b>635</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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# Home Energy Rating Certificate

Property  
1st\_2\_Bed\_Type D  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 53**

## General Information

Conditioned Area	1242 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	12420 cubic ft.	Foundation	Slab
Bedrooms	3		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	R-10.0 Edge, R-0.0 Under
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.9	\$106	11%
Cooling	2.2	\$81	8%
Hot Water	7.6	\$282	28%
Lights/Appliances	14.1	\$523	53%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>26.8</b>	<b>\$992</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

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# ENERGY STAR v1.1 MF Home Report

<b>Property</b> 1st_2 Bed_Type E 1008 B ST WAYNESBORO, VA 22980	<b>Organization</b> Sol design + consulting (513)455-8228 Chris Dwyer	<b>HERS</b> ProjectedWorstCase 2024-03-06 Rater ID:2783440
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Weather:Richmond, VA 1st_2 Bed_Type E Type E.blg	<b>Builder</b>
--	----------------

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	3.8	3.3
Cooling	3.8	2.6
Water Heating	4.6	4.2
Lights and Appliances	11.1	10.1
<b>Total</b>	<b>23.3</b>	<b>20.2</b>
<b>ENERGY STAR HERS Index Target</b>	<b>64</b>	<b>55 HERS Index w/o PV</b> <b>55 HERS Index</b>

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	1.5
Sulfur Dioxide (SO2) - lbs/yr	8.6
Nitrogen Oxides (NOx) - lbs/yr	2.8

### Energy Cost Savings

	\$/yr
Heating	102
Cooling	92
Water Heating	51
Lights & Appliances	142
<b>Total</b>	<b>387</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

# Home Energy Rating Certificate

Property  
1st\_2\_Bed\_Type E  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 55**

## General Information

Conditioned Area	724 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	7240 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	1		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Ctg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.8	\$104	15%
Cooling	1.3	\$48	7%
Hot Water	4.9	\$183	26%
Lights/Appliances	10.1	\$375	53%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>19.2</b>	<b>\$710</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

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# ENERGY STAR v1.1 MF Home Report

Property  
1st\_2 Bed\_Type F  
1008 B ST  
WAYNESBORO, VA 22980

Organization  
Sol design + consulting  
(513)455-8228  
Chris Dwyer

HERS  
ProjectedWorstCase  
2024-03-06  
Rater ID:2783440

Weather:Richmond, VA  
1st\_2 Bed\_Type F  
Type F.blg

Builder

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	1.5	2.9
Cooling	5.4	3.4
Water Heating	6.3	5.6
Lights and Appliances	13.0	11.9
<b>Total</b>	<b>26.3</b>	<b>23.7</b>
ENERGY STAR HERS Index Target	63	56 HERS Index w/o PV 56 HERS Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	1.8
Sulfur Dioxide (SO2) - lbs/yr	10.1
Nitrogen Oxides (NOx) - lbs/yr	3.3

### Energy Cost Savings

	\$/yr
Heating	125
Cooling	98
Water Heating	70
Lights & Appliances	162
<b>Total</b>	<b>455</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

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# Home Energy Rating Certificate

Property  
1st\_2 Bed\_Type F  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 56**

## General Information

Conditioned Area	924 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	9240 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	2		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.5	\$91	11%
Cooling	1.7	\$64	8%
Hot Water	6.3	\$235	28%
Lights/Appliances	11.9	\$440	53%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>22.4</b>	<b>\$831</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

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# ENERGY STAR v1.1 MF Home Report

Property  
1st\_2 Bed\_Type G  
1008 B ST  
WAYNESBORO, VA 22980

Organization  
Sol design + consulting  
(513)455-8228  
Chris Dwyer

HERS  
ProjectedWorstCase  
2024-03-06  
Rater ID:2783440

Weather:Richmond, VA  
1st\_2 Bed\_Type G  
Type G.blg

Builder

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	2.2	4.1
Cooling	7.3	4.2
Water Heating	8.0	6.9
Lights and Appliances	15.5	14.1
<b>Total</b>	<b>33.0</b>	<b>29.2</b>
ENERGY STAR HERS Index Target	62	54 HERS Index w/o PV 54 HERS Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	2.4
Sulfur Dioxide (SO2) - lbs/yr	13.5
Nitrogen Oxides (NOx) - lbs/yr	4.4

### Energy Cost Savings

	\$/yr
Heating	192
Cooling	136
Water Heating	90
Lights & Appliances	191
<b>Total</b>	<b>609</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

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# Home Energy Rating Certificate

Property  
1st\_2 Bed\_Type G  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 54**

## General Information

Conditioned Area	1242 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	12420 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	3		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	3.4	\$125	12%
Cooling	2.2	\$81	8%
Hot Water	7.6	\$282	28%
Lights/Appliances	14.1	\$522	52%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>27.3</b>	<b>\$1010</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

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The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# ENERGY STAR v1.1 MF Home Report

<b>Property</b>	<b>Organization</b>	<b>HERS</b>
1st_2 Bed_Type H	Sol design + consulting	ProjectedWorstCase
1008 B ST	(513)455-8228	2024-03-06
WAYNESBORO, VA 22980	Chris Dwyer	Rater ID:2783440

<b>Weather:</b> Richmond, VA	<b>Builder</b>
1st_2 Bed_Type H	
Type H.blg	

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	2.1	3.3
Cooling	6.0	3.6
Water Heating	6.3	5.6
Lights and Appliances	13.0	11.9
<b>Total</b>	<b>27.4</b>	<b>24.3</b>
<b>ENERGY STAR HERS Index Target</b>	<b>62</b>	<b>54 HERS Index w/o PV</b>
		<b>54 HERS Index</b>

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	2.0
Sulfur Dioxide (SO2) - lbs/yr	11.1
Nitrogen Oxides (NOx) - lbs/yr	3.7

### Energy Cost Savings

	\$/yr
Heating	160
Cooling	109
Water Heating	70
Lights & Appliances	161
<b>Total</b>	<b>501</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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# Home Energy Rating Certificate

Property  
1st\_2\_Bed\_Type H  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 54**

## General Information

Conditioned Area	921 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	9210 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	2		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.7	\$101	12%
Cooling	1.8	\$68	8%
Hot Water	6.3	\$235	28%
Lights/Appliances	11.9	\$439	52%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>22.7</b>	<b>\$843</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.3.4**

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The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# ENERGY STAR v1.1 MF Home Report

<b>Property</b> 1st_2 Bed_Type I 1008 B ST WAYNESBORO, VA 22980	<b>Organization</b> Sol design + consulting (513)455-8228 Chris Dwyer	<b>HERS</b> ProjectedWorstCase 2024-03-06 Rater ID:2783440
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Weather:Richmond, VA 1st_2 Bed_Type I Type I.blg	<b>Builder</b>
--	----------------

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	4.5	3.7
Cooling	4.4	3.1
Water Heating	4.6	4.2
Lights and Appliances	11.1	10.1
<b>Total</b>	<b>24.5</b>	<b>21.1</b>
<b>ENERGY STAR HERS Index Target</b>	<b>65</b>	<b>55 HERS Index w/o PV</b> <b>55 HERS Index</b>

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	1.6
Sulfur Dioxide (SO2) - lbs/yr	8.9
Nitrogen Oxides (NOx) - lbs/yr	2.9

### Energy Cost Savings

	\$/yr
Heating	122
Cooling	85
Water Heating	51
Lights & Appliances	143
<b>Total</b>	<b>402</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

# Home Energy Rating Certificate

Property  
1st\_2 Bed\_Type I  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 55**

## General Information

Conditioned Area	724 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	7240 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	1		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	R-38.0	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	3.0	\$112	15%
Cooling	1.5	\$55	8%
Hot Water	4.9	\$183	25%
Lights/Appliances	10.1	\$376	52%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>19.6</b>	<b>\$726</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.3.4**

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The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# ENERGY STAR v1.1 MF Home Report

<b>Property</b> 1st_2 Bed_Type J 1008 B ST WAYNESBORO, VA 22980	<b>Organization</b> Sol design + consulting (513)455-8228 Chris Dwyer	<b>HERS</b> ProjectedWorstCase 2024-03-06 Rater ID:2783440
--	--	---

Weather:Richmond, VA 1st_2 Bed_Type J Type J.blg	<b>Builder</b>
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## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	2.8	3.4
Cooling	6.2	4.1
Water Heating	6.3	5.9
Lights and Appliances	13.0	11.9
<b>Total</b>	<b>28.4</b>	<b>25.3</b>
<b>ENERGY STAR HERS Index Target</b>	<b>63</b>	<b>56 HERS Index w/o PV</b> <b>56 HERS Index</b>

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	1.9
Sulfur Dioxide (SO2) - lbs/yr	10.7
Nitrogen Oxides (NOx) - lbs/yr	3.5

### Energy Cost Savings

	\$/yr
Heating	165
Cooling	98
Water Heating	58
Lights & Appliances	162
<b>Total</b>	<b>483</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

# Home Energy Rating Certificate

Property  
1st\_2\_Bed\_Type J  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 56**

## General Information

Conditioned Area	924 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	9240 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	2		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Ctg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	R-38.0	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	467	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.8	\$103	12%
Cooling	2.0	\$75	9%
Hot Water	6.7	\$248	29%
Lights/Appliances	11.9	\$442	51%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>23.4</b>	<b>\$868</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

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# ENERGY STAR v1.1 MF Home Report

<b>Property</b> 1st_2 Bed_Type K 1008 B ST WAYNESBORO, VA 22980	<b>Organization</b> Sol design + consulting (513)455-8228 Chris Dwyer	<b>HERS</b> ProjectedWorstCase 2024-03-06 Rater ID:2783440
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Weather:Richmond, VA 1st_2 Bed_Type K Type K.blg	<b>Builder</b>
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## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	3.9	4.9
Cooling	8.5	5.2
Water Heating	8.0	6.9
Lights and Appliances	15.5	14.1
<b>Total</b>	<b>35.9</b>	<b>31.1</b>
<b>ENERGY STAR HERS Index Target</b>	<b>63</b>	<b>54 HERS Index w/o PV</b> <b>54 HERS Index</b>

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	2.6
Sulfur Dioxide (SO2) - lbs/yr	14.5
Nitrogen Oxides (NOx) - lbs/yr	4.8

### Energy Cost Savings

	\$/yr
Heating	233
Cooling	135
Water Heating	90
Lights & Appliances	193
<b>Total</b>	<b>652</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

# Home Energy Rating Certificate

Property  
1st\_2\_Bed\_Type K  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 54**

## General Information

Conditioned Area	1242 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	12420 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	3		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Ctg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	R-38.0	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	4.0	\$147	14%
Cooling	2.6	\$96	9%
Hot Water	7.6	\$283	27%
Lights/Appliances	14.1	\$523	50%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>28.3</b>	<b>\$1049</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

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# ENERGY STAR v1.1 MF Home Report

<b>Property</b> 1st_2 Bed_Type L 1008 B ST WAYNESBORO, VA 22980	<b>Organization</b> Sol design + consulting (513)455-8228 Chris Dwyer	<b>HERS</b> ProjectedWorstCase 2024-03-06 Rater ID:2783440
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Weather:Richmond, VA 1st_2 Bed_Type L Type L.blg	<b>Builder</b>
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## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	2.8	3.0
Cooling	3.5	2.3
Water Heating	6.3	5.6
Lights and Appliances	13.2	12.0
<b>Total</b>	<b>25.8</b>	<b>22.9</b>
<b>ENERGY STAR HERS Index Target</b>	<b>66</b>	<b>58 HERS Index w/o PV</b> <b>58 HERS Index</b>

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	1.6
Sulfur Dioxide (SO2) - lbs/yr	9.1
Nitrogen Oxides (NOx) - lbs/yr	3.0

### Energy Cost Savings

	\$/yr
Heating	81
Cooling	94
Water Heating	71
Lights & Appliances	164
<b>Total</b>	<b>409</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

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# Home Energy Rating Certificate

Property  
1st\_2 Bed\_Type L  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 58**

## General Information

Conditioned Area	961 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	9610 cubic ft.	Foundation	Slab
Bedrooms	2		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Ctg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	R-10.0 Edge, R-0.0 Under
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.7	\$98	12%
Cooling	1.2	\$46	6%
Hot Water	6.3	\$235	29%
Lights/Appliances	12.0	\$445	54%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>22.2</b>	<b>\$823</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

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The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# ENERGY STAR v1.1 MF Home Report

Property  
1st\_2 Bed\_Type M  
1008 B ST  
WAYNESBORO, VA 22980

Organization  
Sol design + consulting  
(513)455-8228  
Chris Dwyer

HERS  
ProjectedWorstCase  
2024-03-06  
Rater ID:2783440

Weather:Richmond, VA  
1st\_2 Bed\_Type M  
Type M.blg

Builder

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	2.6	3.0
Cooling	3.3	2.3
Water Heating	6.3	5.6
Lights and Appliances	13.2	12.0
<b>Total</b>	<b>25.4</b>	<b>22.9</b>
ENERGY STAR HERS Index Target	66	59 HERS Index w/o PV 59 HERS Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	1.6
Sulfur Dioxide (SO2) - lbs/yr	8.8
Nitrogen Oxides (NOx) - lbs/yr	2.9

## Energy Cost Savings

	\$/yr
Heating	72
Cooling	91
Water Heating	71
Lights & Appliances	163
<b>Total</b>	<b>397</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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# Home Energy Rating Certificate

Property  
1st\_2\_Bed\_Type M  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 59**

## General Information

Conditioned Area	955 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	9550 cubic ft.	Foundation	Slab
Bedrooms	2		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Ctg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	R-10.0 Edge, R-0.0 Under
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.6	\$98	12%
Cooling	1.2	\$46	6%
Hot Water	6.3	\$235	29%
Lights/Appliances	12.0	\$444	54%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>22.2</b>	<b>\$822</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
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# ENERGY STAR v1.1 MF Home Report

Property  
1st\_2 Bed\_Type N  
1008 B ST  
WAYNESBORO, VA 22980

Organization  
Sol design + consulting  
(513)455-8228  
Chris Dwyer

HERS  
ProjectedWorstCase  
2024-03-06  
Rater ID:2783440

Weather:Richmond, VA  
1st\_2 Bed\_Type N  
Type N.blg

Builder

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	1.8	2.3
Cooling	2.6	1.8
Water Heating	4.6	4.2
Lights and Appliances	11.3	10.2
<b>Total</b>	<b>20.3</b>	<b>18.5</b>
ENERGY STAR HERS Index Target	66	59 HERS Index w/o PV 59 HERS Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	1.2
Sulfur Dioxide (SO2) - lbs/yr	7.0
Nitrogen Oxides (NOx) - lbs/yr	2.3

## Energy Cost Savings

	\$/yr
Heating	47
Cooling	72
Water Heating	51
Lights & Appliances	144
<b>Total</b>	<b>315</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

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# Home Energy Rating Certificate

Property  
1st\_2\_Bed\_Type N  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 59**

## General Information

Conditioned Area	755 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	7570 cubic ft.	Foundation	Slab
Bedrooms	1		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Ctg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	R-10.0 Edge, R-0.0 Under
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.1	\$78	12%
Cooling	1.0	\$35	5%
Hot Water	4.9	\$183	27%
Lights/Appliances	10.2	\$379	56%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>18.2</b>	<b>\$675</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

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# ENERGY STAR v1.1 MF Home Report

<b>Property</b>	<b>Organization</b>	<b>HERS</b>
1st_2 Bed_Type O	Sol design + consulting	ProjectedWorstCase
1008 B ST	(513)455-8228	2024-03-06
WAYNESBORO, VA 22980	Chris Dwyer	Rater ID:2783440

Weather:Richmond, VA	<b>Builder</b>
1st_2 Bed_Type O	
Type O.blg	

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	2.6	3.5
Cooling	3.9	2.8
Water Heating	6.3	5.6
Lights and Appliances	13.2	12.0
<b>Total</b>	<b>26.1</b>	<b>23.9</b>
<b>ENERGY STAR HERS Index Target</b>	<b>64</b>	<b>58 HERS Index w/o PV</b>
		<b>58 HERS Index</b>

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	1.7
Sulfur Dioxide (SO2) - lbs/yr	9.4
Nitrogen Oxides (NOx) - lbs/yr	3.1

### Energy Cost Savings

	\$/yr
Heating	83
Cooling	103
Water Heating	71
Lights & Appliances	166
<b>Total</b>	<b>422</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

# Home Energy Rating Certificate

Property  
1st\_2 Bed\_Type 0  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 58**

## General Information

Conditioned Area	961 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	9610 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	2		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	3.0	\$112	13%
Cooling	1.4	\$53	6%
Hot Water	6.3	\$235	28%
Lights/Appliances	12.0	\$446	53%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>22.8</b>	<b>\$846</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
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# ENERGY STAR v1.1 MF Home Report

Property  
1st\_2 Bed\_Type P  
1008 B ST  
WAYNESBORO, VA 22980

Organization  
Sol design + consulting  
(513)455-8228  
Chris Dwyer

HERS  
ProjectedWorstCase  
2024-03-06  
Rater ID:2783440

Weather:Richmond, VA  
1st\_2 Bed\_Type P  
Type P.blg

Builder

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	4.3	4.5
Cooling	4.8	3.4
Water Heating	8.0	6.9
Lights and Appliances	15.3	14.0
<b>Total</b>	<b>32.5</b>	<b>28.7</b>
ENERGY STAR HERS Index Target	66	58 HERS Index w/o PV 58 HERS Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	2.0
Sulfur Dioxide (SO2) - lbs/yr	11.3
Nitrogen Oxides (NOx) - lbs/yr	3.7

### Energy Cost Savings

	\$/yr
Heating	106
Cooling	125
Water Heating	89
Lights & Appliances	190
<b>Total</b>	<b>510</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

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# Home Energy Rating Certificate

Property  
1st\_2\_Bed\_Type P  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 58**

## General Information

Conditioned Area	1209 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	12090 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	3		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	3.8	\$140	14%
Cooling	1.8	\$66	7%
Hot Water	7.6	\$283	28%
Lights/Appliances	14.0	\$518	51%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>27.2</b>	<b>\$1007</b>	<b>100%</b>

## Criteria

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# ENERGY STAR v1.1 MF Home Report

Property  
1st\_2 Bed\_Type Q  
1008 B ST  
WAYNESBORO, VA 22980

Organization  
Sol design + consulting  
(513)455-8228  
Chris Dwyer

HERS  
ProjectedWorstCase  
2024-03-06  
Rater ID:2783440

Weather:Richmond, VA  
1st\_2 Bed\_Type Q  
Type Q.blg

Builder

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	1.8	2.7
Cooling	3.1	2.3
Water Heating	4.6	4.2
Lights and Appliances	11.3	10.3
<b>Total</b>	<b>20.8</b>	<b>19.4</b>
ENERGY STAR HERS Index Target	64	59 HERS Index w/o PV 59 HERS Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	1.3
Sulfur Dioxide (SO2) - lbs/yr	7.2
Nitrogen Oxides (NOx) - lbs/yr	2.4

### Energy Cost Savings

	\$/yr
Heating	51
Cooling	79
Water Heating	51
Lights & Appliances	146
<b>Total</b>	<b>327</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

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# Home Energy Rating Certificate

Property  
1st\_2 Bed\_Type Q  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 59**

## General Information

Conditioned Area	755 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	7570 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	1		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.5	\$91	13%
Cooling	1.2	\$43	6%
Hot Water	4.9	\$183	26%
Lights/Appliances	10.3	\$380	55%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>18.8</b>	<b>\$697</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

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Fax #

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# ENERGY STAR v1.1 MF Home Report

Property  
1st\_2 Bed\_Type R  
1008 B ST  
WAYNESBORO, VA 22980

Organization  
Sol design + consulting  
(513)455-8228  
Chris Dwyer

HERS  
ProjectedWorstCase  
2024-03-06  
Rater ID:2783440

Weather:Richmond, VA  
1st\_2 Bed\_Type R  
Type R.blg

Builder

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	3.8	4.6
Cooling	4.3	3.4
Water Heating	6.3	5.6
Lights and Appliances	13.2	12.0
<b>Total</b>	<b>27.6</b>	<b>25.6</b>
ENERGY STAR HERS Index Target	66	61 HERS Index w/o PV 61 HERS Index

HERS Index w/o PV <= ES HERS Index Target to comply.

### ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	1.6
Sulfur Dioxide (SO2) - lbs/yr	8.9
Nitrogen Oxides (NOx) - lbs/yr	2.9

### Energy Cost Savings

	\$/yr
Heating	72
Cooling	94
Water Heating	71
Lights & Appliances	164
<b>Total</b>	<b>400</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

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This information does not constitute any warranty of energy costs or savings.

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# Home Energy Rating Certificate

Property  
1st\_2 Bed\_Type R  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 61**

## General Information

Conditioned Area	961 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	9610 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	2		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Cig: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	R-38.0	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	3.9	\$145	16%
Cooling	1.7	\$63	7%
Hot Water	6.3	\$235	26%
Lights/Appliances	12.0	\$445	50%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>24.0</b>	<b>\$888</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

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# ENERGY STAR v1.1 MF Home Report

Property  
1st\_2 Bed\_Type S  
1008 B ST  
WAYNESBORO, VA 22980

Organization  
Sol design + consulting  
(513)455-8228  
Chris Dwyer

HERS  
ProjectedWorstCase  
2024-03-06  
Rater ID:2783440

Weather:Richmond, VA  
1st\_2 Bed\_Type S  
Type S.blg

Builder

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	5.4	5.9
Cooling	5.2	4.1
Water Heating	8.0	7.0
Lights and Appliances	15.3	13.9
<b>Total</b>	<b>33.8</b>	<b>30.9</b>
ENERGY STAR HERS Index Target	67	61 HERS Index w/o PV 61 HERS Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

### Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	1.9
Sulfur Dioxide (SO2) - lbs/yr	10.6
Nitrogen Oxides (NOx) - lbs/yr	3.5

### Energy Cost Savings

	\$/yr
Heating	93
Cooling	113
Water Heating	85
Lights & Appliances	187
<b>Total</b>	<b>479</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

© 1985-2022 NORESKO, Boulder, Colorado.

# Home Energy Rating Certificate

Property  
1st\_2 Bed\_Type S  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 61**

## General Information

Conditioned Area	1209 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	12090 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	3		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.92 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	R-38.0	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	4.9	\$181	17%
Cooling	2.1	\$79	7%
Hot Water	7.8	\$288	27%
Lights/Appliances	13.9	\$516	49%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>28.7</b>	<b>\$1064</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.3.4**

This information does not constitute any warranty of energy costs or savings. © 1985-2022 NORESCO, Boulder, Colorado.  
The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# ENERGY STAR v1.1 MF Home Report

Property  
1st\_2 Bed\_Type T  
1008 B ST  
WAYNESBORO, VA 22980

Organization  
Sol design + consulting  
(513)455-8228  
Chris Dwyer

HERS  
ProjectedWorstCase  
2024-03-06  
Rater ID:2783440

Weather:Richmond, VA  
1st\_2 Bed\_Type T  
Type T.blg

Builder

## Projected Rating: Based on Plans - Field Confirmation Required. Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	2.7	3.6
Cooling	3.3	2.7
Water Heating	4.6	4.2
Lights and Appliances	11.3	10.2
<b>Total</b>	<b>21.9</b>	<b>20.7</b>
ENERGY STAR HERS Index Target	66	62 HERS Index w/o PV 62 HERS Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO2) - tons/yr	1.2
Sulfur Dioxide (SO2) - lbs/yr	6.9
Nitrogen Oxides (NOx) - lbs/yr	2.3

## Energy Cost Savings

	\$/yr
Heating	45
Cooling	72
Water Heating	51
Lights & Appliances	144
<b>Total</b>	<b>312</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET). In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

© 1985-2022 NORESKO, Boulder, Colorado.

# Home Energy Rating Certificate

Property  
1st\_2 Bed\_Type T  
1008 B ST  
WAYNESBORO, VA 22980

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:  
Certified Energy Rater: Chris Dwyer  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 62**

## General Information

Conditioned Area	755 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	7570 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	1		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	R-38.0	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	Infiltration Rate	5.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	100.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	3.1	\$116	16%
Cooling	1.4	\$51	7%
Hot Water	4.9	\$183	25%
Lights/Appliances	10.2	\$379	52%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>19.7</b>	<b>\$729</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.3.4**

This information does not constitute any warranty of energy costs or savings. © 1985-2022 NORESCO, Boulder, Colorado.  
The Home Energy Rating Standard Disclosure for this home is available from the rating provider.





**Woda Cooper Companies, Inc.**  
Solar Energy

The attached Solar Feasibility Study from Southern Energy Management shows that by installing 68.4 kW of solar panels at Rosenwald Pointe. The approximate overall electric savings will be 14% in the first year. Savings from the solar panels will be recognized at the master meter level.

In order to provide the solar benefit to the residents of Rosenwald Pointe, the project will apply the savings to a Supportive Services Escrow. This escrow will be used to provide a range of supportive services to the tenants, including Telehealth as described in Tab S. The anticipated services budget is in the Reservation Application in the budget tab under Operating Expenses – Miscellaneous Administrative on line item 13.

We have also budgeted for the installation cost of \$250,000 in the Hard Cost – Renewable Energy line item of the Reservation Application.

# Rosenwald Pointe

Date Submitted: 3/13/24

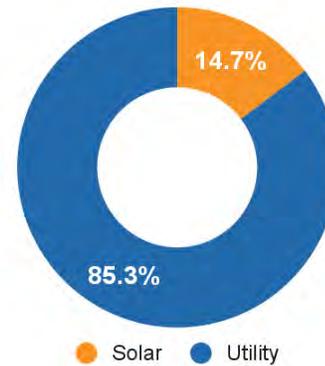
*Preliminary Solar Feasibility*

<b>Proposed Scope(s) of Work</b>	PV Feasibility
<b>Project Location</b>	Waynesboro, VA
<b>Estimated System Size (kW)</b>	68.4 kW
<b>Estimated Annual Energy Offset</b>	14%
<b>Estimated Cost</b>	\$250,000
<b>Solar Potential</b>	<b>Strong</b> - Suitable - Weak

## Solar Design Overview



## Energy Offset



- This Solar Design Overview gives an estimate of how much we'll be able to fit on your roof. The image above shows the roof plane we expect to use, with the area of the modules outlined.
- The Energy Offset Chart shows how much energy we estimate this system will offset for your site.

## Call to Action:

1. Check out the solar potential for your site!
2. Reach out to us with any questions, or concerns
3. Want to explore further? Contact Mike Neptune ([mike@southern-energy.com](mailto:mike@southern-energy.com)) for more information and pricing for our Detailed Solar Evaluation

## Our Process: How do we do it?

- A. We got the area of roof space, and analyzed the panel square footage for an estimated module count/system size.
- B. Through in-house formulas and U.S Energy Information Administration we calculate whole-building energy usage and divide that by the estimated solar production from the system size above to get the estimated annual energy offset.
- C. Assumptions are made that the roof is flat, unless specifically specified otherwise.
- D. This model shows the offset for both common and residential spaces in Buildings A and B.

## Solar Potential Key

- **Strong** - Excellent! Your potential for solar is great! Minimal changes are needed, and there isn't much concern for shading.
- **Suitable** - There is potential here, but some changes may be needed with RTUs or other obstructions on the roof.
- **Weak** - The roof area needs some help! Changes to RTUs might be needed, or other concerns with the shading.

# **Tab G:**

Zoning Certification Letter (MANDATORY)



# Zoning Certification

**DATE:** March 11, 2024

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

**RE:** ZONING CERTIFICATION

Name of Development: Rosenwald Pointe

Name of Owner/Applicant: Rosenwald Pointe Limited Partnership

Name of Seller/Current Owner: LDV Development LLC and ACEND 2002, 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 the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credits.

## DEVELOPMENT DESCRIPTION:

Development Address:

1008 B Street, Waynesboro, VA 22980

Legal Description:

See Attached.

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>53</u>	# Units	<u>2</u>	# Buildings	<u>66,785</u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u>      </u>	# Units	<u>      </u>	# Buildings	<u>      </u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	<u>      </u>	# Units	<u>      </u>	# Buildings	<u>      </u>	Total Floor Area Sq. Ft.

### Zoning Certification, cont'd

Current Zoning: Multifamily Residential (R-MF) allowing a density of 20 units per acre, and the following other applicable conditions: none

Other Descriptive Information:  
none.

#### 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.



William S. Moore  
Signature

William S. Moore  
Printed Name

Vice President  
Title of Local Official or Civil Engineer

540-248-3220  
Phone:

03-11-2024  
Date:

## LEGAL DESCRIPTION

The Land is described as follows:

The following described real property located in County City of Waynesboro, State of Virginia; being more particularly described as follows:

### PARCEL A:

Parcel One: All that certain lot or parcel of land containing 0.61 acre, more or less, together with the improvements thereon, and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, lying and being situate in the Basic Section of the City of Waynesboro, Virginia, being known and designated as LOT NO. TWO (2) in the subdivision of the M. M. Johnson Estate, and being more fully described by a metes and bounds description found within a deed dated October 14, 1944, which is of record in the Clerk's Office of the Circuit Court of Augusta County, Virginia in Deed Book 326, at page 497.

Parcel Two: All that certain lot or parcel of land containing 0.44 acre, more or less, together with the improvements thereon, and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, lying and being situate in the Basic Section of the City of Waynesboro, Virginia, being a portion of the subdivision of the M. M. Johnson Estate and being more particularly described by a metes and bounds description found within a deed from Lucy A. Mahoney and husband to Hattie D. Mars and husband, dated May 31, 1945, which is of record in the Clerk's Office of the Circuit Court of Augusta County, Virginia in Deed Book 331, at page 70.

LESS AND EXCEPT THEREFROM a strip of land containing 10.01 feet in width and 116.52 feet in width conveyed to ACEND 2002, LLC, a Virginia limited liability company, by a deed dated July 10, 2007, which is recorded in the Clerk's Office of the Circuit Court of the City of Waynesboro, Virginia as Instrument No. 070002365, and shown on plat attached thereto.

BEING the same land and premises that Michele Jordan, Trustee of the Lee Land Trust, dated March 29, 2021 by deed dated 03/25/2021, and recorded on 06/16/2021, Office of the Recorder of Deeds in and for City of Waynesboro County, State of Virginia, in Deed Instrument No. 210001717, did grant and convey unto LDV Development, LLC, a Nevada limited liability company, in fee.

AND

### PARCEL B:

Tract 1: All that certain lot or parcel of land together with all improvements thereon, and all rights, privileges and appurtenances thereunto belonging or anywise appertaining, lying and being in the City of Waynesboro, Virginia, and more particularly described as PARCEL "D" on a plat entitled "WAIVER OF SUBDIVISION PLAT FOR ROBERT L., JR., & ELLEN B. WOOSLEY, WAYNESBORO, VIRGINIA." dated November 19, 1999, made by Brenneman Engineering, a copy of which is of record in the Clerk's Office of the Circuit Court of the City of Waynesboro, Virginia, attached to deed of record at Deed Book 277, Page 296;

Tract 3: All those eleven certain lots or parcels of land, designated on the plat of C.M. Meadow property, dated July 27, 1945, made by W.A. Crawfords, S.A.C., of record in the office of the Clerk of the Circuit Court of Augusta County, Virginia, in Deed Book 358, Page 280, as Lots Seven (7) through Seventeen (17) inclusive;

BEING the same land and premises that Hugh F. Larew, by deed dated 02/20/2007, and recorded on 02/21/2007, Office of the Recorder of Deeds in and for City of Waynesboro County, State of Virginia, in Deed Instrument No. 070000533, did grant and convey unto ACEND 2002, LLC, a Virginia limited liability company, in fee.

# **Tab H:**

Attorney's Opinion (MANDATORY)

**Attorney's Opinion Letter**

March 14, 2024

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

RE: 2024 Tax Credit Reservation Request (competitive 70% present value credits)  
Name of Development: Rosenwald Pointe  
Name of Owner: Rosenwald Pointe Limited Partnership

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 14, 2024 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

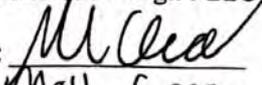
6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest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

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

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

Reno & Cavanaugh PLLC

By:   
Nath Groson  
Its: Member

## H. Attorney's Opinion

### Attorney's Opinion Letter

#### General Instructions

1. This Opinion **must** be included with application.
2. This Opinion **must** be submitted under law firm's letterhead.
3. The ~~executed~~ Opinion submitted as part of the application **must** be accompanied by a blackline showing that no changes have been made to this form beyond those necessary to complete it (e.g. filling in blanks, selecting bracketed language as appropriate).
4. If circumstances unique to a particular application require modification of this form, any such modification **must** be approved by Virginia Housing in writing within six months prior to the application deadline. A copy of any such approval must be included with this ~~executed~~ Opinion as part of the application.
5. **Be aware that there is a 9% version and a Tax Exempt version.** Failure to utilize the correct form or to abide by the instructions above form may result in a point penalty or rejection of the application.

If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

# RENO & CAVANAUGH PLLC

## Attorney’s Opinion Letter

March 14, 2024

**Date** ~~(Must be on or after the application date below)~~

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

RE: 2024 Tax Credit Reservation Request (competitive 70% present value credits)  
Name of Development: Rosenwald Pointe  
Name of Owner: Rosenwald Pointe Limited Partnership

~~Name of Owner~~ Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 14, 2024 (of which this opinion is a part) (the “Application”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“Credits”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

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

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

~~2. [Select One]~~

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

**OR**

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

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

4. ~~[Select One]~~

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.

OR

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

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. ~~[Delete if inapplicable]~~ The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. ~~[Delete if inapplicable]~~ The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

~~8. [Delete if inapplicable] It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~

~~9. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.~~

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

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

This opinion was not prepared in accordance with the requirements of Treasury Department

Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.

Reno & Cavanaugh PLLC

~~Firm Name~~ By: \_\_\_\_\_

Its: Member

~~Title~~

# 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)

### 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: \_\_\_\_\_

---

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

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

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

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

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

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

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

YES  NO

## Appendices continued

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 3. Nonprofit Involvement

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

YES     NO

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

YES     NO

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

YES     NO

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## Appendices continued

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

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

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

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

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

YES  NO If yes,

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

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

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

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## Appendices continued

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

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

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

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

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

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## Appendices continued

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

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

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

YES  NO If yes, explain:

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

YES  NO If yes, explain:

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## Appendices continued

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

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

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#### 4. Virginia and Community Activity

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

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

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

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## Appendices continued

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

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

YES  NO

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

YES  NO If yes, explain:

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

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

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

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

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

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

YES  NO

## Appendices continued

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

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

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

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

YES  NO If yes, explain:

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

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

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## Appendices continued

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

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

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

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

YES  NO If yes, explain:

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

YES  NO If yes, explain the need identified:

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

YES  NO If yes, explain the plan:

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# Appendices continued

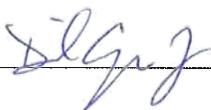
## 5. Attachments

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

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

Date 3/13/2024

Owner/Applicant Rosenwald Pointe Limited Partnership

By 

Its Authorized Representative  
Title

Date 03/13/2024

Bay Aging

Nonprofit

By   
Board Chairman

By   
Executive Director

Nonprofit Questionnaire  
Bay Aging

2. Nonprofit Formation

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.

**Bay Aging Foundation**

- date of legal formation: 12/18/2002
- date of IRS 501(c)(3): 04/05/2004
- expected life: in perpetuity.
- charitable purposes: To support Bay Aging, A Virginia corporation (FEIN 54-1085032), in providing services to the individuals, families and communities it serves by attracting diverse funding sources and making such disbursements as are appropriate in carrying out such purpose.
- relationship to the non-profit: Created by Bay Aging as a supporting organization as defined in Section 509(c)(3); of the Internal Revenue Code.

**Chesapeake Bay Housing, Inc.**

- date of legal formation: 10/19/1993
- date of IRS 501(c)(3): 03/19/1999
- expected life: in perpetuity.
- charitable purposes: The Corporation is organized and shall be operated exclusively for charitable and educational purposes including, but not limited to, the provision and operation of decent, safe, sanitary, and affordable housing and related supportive services for low income individuals.
- relationship to the non-profit: The corporation has one member, Bay Aging, a Virginia nonstock, nonprofit corporation. Formerly named Rappahannock Housing Services, Inc., Chesapeake Bay Housing, Inc. is currently a Virginia Department of Housing and Community Development-certified Community Housing Development Organization (CHDO).

**Bay Aging Apartments Colonial Beach, Inc.**

- date of legal formation: 01/05/1996
- date of IRS 501(c)(3): 03/15/1996
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for,

a 33-unit rental housing facility in Colonial Beach, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Colonial Beach, Inc.

**Bay Aging Apartments West Point, Inc.**

- date of legal formation: 01/22/1997
- date of IRS 501(c)(3): 03/13/1997
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 27-unit rental housing facility in West Point, VA controlled by the single-purpose owner corporation, Bay Aging Apartments West Point, Inc.

**Bay Aging Apartments Gloucester, Inc.**

- date of legal formation: 02/26/1999
- date of IRS 501(c)(3): 05/06/1999
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 64-unit rental housing facility in Gloucester, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Gloucester, Inc.

**Bay Aging Apartments Montross, Inc.**

- date of legal formation: 01/18/2000

- date of IRS 501(c)(3): 07/03/2000
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 24-unit rental housing facility in Montross, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Montross, Inc.

**Bay Aging Apartments Kilmarnock, Inc.**

- date of legal formation: 01/17/2002
- date of IRS 501(c)(3): 05/01/2002
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 22-unit rental housing facility in Kilmarnock, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Kilmarnock, Inc.

**Bay Aging Apartments Middlesex, Inc.**

- date of legal formation: 01/22/2003
- date of IRS 501(c)(3): 09/24/2003
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.

- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness, and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance, and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 25-unit rental housing facility in Urbanna, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Middlesex, Inc.

**Bay Aging Apartments Westmoreland, Inc.**

- date of legal formation: 03/17/2004
- date of IRS 501(c)(3): 11/09/2004
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 24-unit rental housing facility in Montross, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Westmoreland, Inc.

**Bay Aging Apartments JCC, Inc.**

- date of legal formation: 02/23/2005
- date of IRS 501(c)(3): 09/14/2006
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to

the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness, and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance, and operation thereof on a nonprofit basis.

- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 67-unit rental housing facility in Williamsburg, VA controlled by the single-purpose owner corporation, Bay Aging Apartments JCC, Inc.

## Non-profit Questionnaire - Attachment

Name of Development: Rosenwald Pointe

### 4. Virginia and Community Activity

n. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? **Yes.** If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

1. Warsaw Manor Apartments; Warsaw, VA; Application - March 2012 (funded); Non-profit partner (10% ownership); Principals- SEGM VA, LLC; GEM Management, Inc.; 8609 issued 09/12/14.
2. Brennan Pointe; Newport News, VA; Application - March 2014 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; 2014 funded application; Placed in service 12/31/2016, 8609 issued 12/20/2017.
3. The Banks at Berkley; Norfolk, VA; Application – March 2014 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; 2014 funded application; Placed in service 12/31/2016; 8609 issued 02/08/2018.
4. Academy Apartments, West Point, VA; Application – March 2015 (funded); Non-profit partner (10% ownership); Principals - SEGM VA, LLC; HEGM Corporation; GEM Management, Inc.; Placed in service 10/05/2016; 8609 issued 08/28/2018.
5. Village Green, Gloucester, VA; Application - March 2015 (funded); Non-profit partner (10% ownership); Principals - SEGM VA, LLC; HEGM Corporation; GEM Management, Inc.; Placed in service 12/06/2016; 8609 issued 07/19/2018.
6. Timberland Park, Charlottesville, VA; Application – March 2016 (funded); Non-profit partner (10% ownership); Principals – Around the Curve LLC; Southeastern Housing Preservation, Inc.; Placed in service 12/26/2018; 8609 issued 08/5/2019.
7. Brennan Pointe II; Newport News, VA; Application - March 2016 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; Placed in service 10/31/2018; 8609 issued 06/21/2019.
8. Bermuda Crossing, Chesterfield County, VA; Application – March 2017 (funded); Non-profit partner (10% ownership); Principals – Surber Development and Consulting, LLC; Credits returned by for-profit developer partner.
9. Freedman Point; Hopewell, VA; Application - March 2017 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; Placed in service 11/21/2019; 8609 issued 05/12/2021.
10. Daffodil Gardens Phase Two; Gloucester County, Virginia; Application – March 2017 (funded) and March 2019 10% additional credit request (funded); Sole Member of Chesapeake Bay Housing, Inc. which is the sole member of Daffodil Gardens Phase Two, LLC; Principals – Chesapeake Bay Housing, Inc.; units placed in service on 12/26/2022 and 8609 issued 09/14/2023.
11. Bickerstaff Crossing; Henrico, Virginia; Application – March 2018 (funded); Non-profit partner (10% ownership); Principals – Surber Development and Consulting, LLC; units placed in service 12/05/2022 and 8609 issued in year 2023.
12. Holley Pointe; Portsmouth, Virginia; Application – March 2019 (funded); Non-profit partner (10% ownership); Principals – Woda Cooper Communities LLC; Placed in service: 12/29/2021 and 8609 issued 01/25/2023.
13. Lambert Landing; Chester, Virginia; Application – March 2020 (funded); Non-profit partner (10% ownership); Principals – Woda Cooper Communities, LLC; units not yet place in service and 8609 not yet processed.
14. Bains Pointe; Portsmouth, Virginia; Application – March 2023 (funded); Non-profit partner (10% ownership); Principals – Woda Cooper Communities II, LLC; units not yet placed in service and 8609 not yet processed.

# BAY AGING BOARD OF DIRECTORS – 2023-2024 PROGRAM YEAR

Total number of board members, as stated in current bylaws: 15

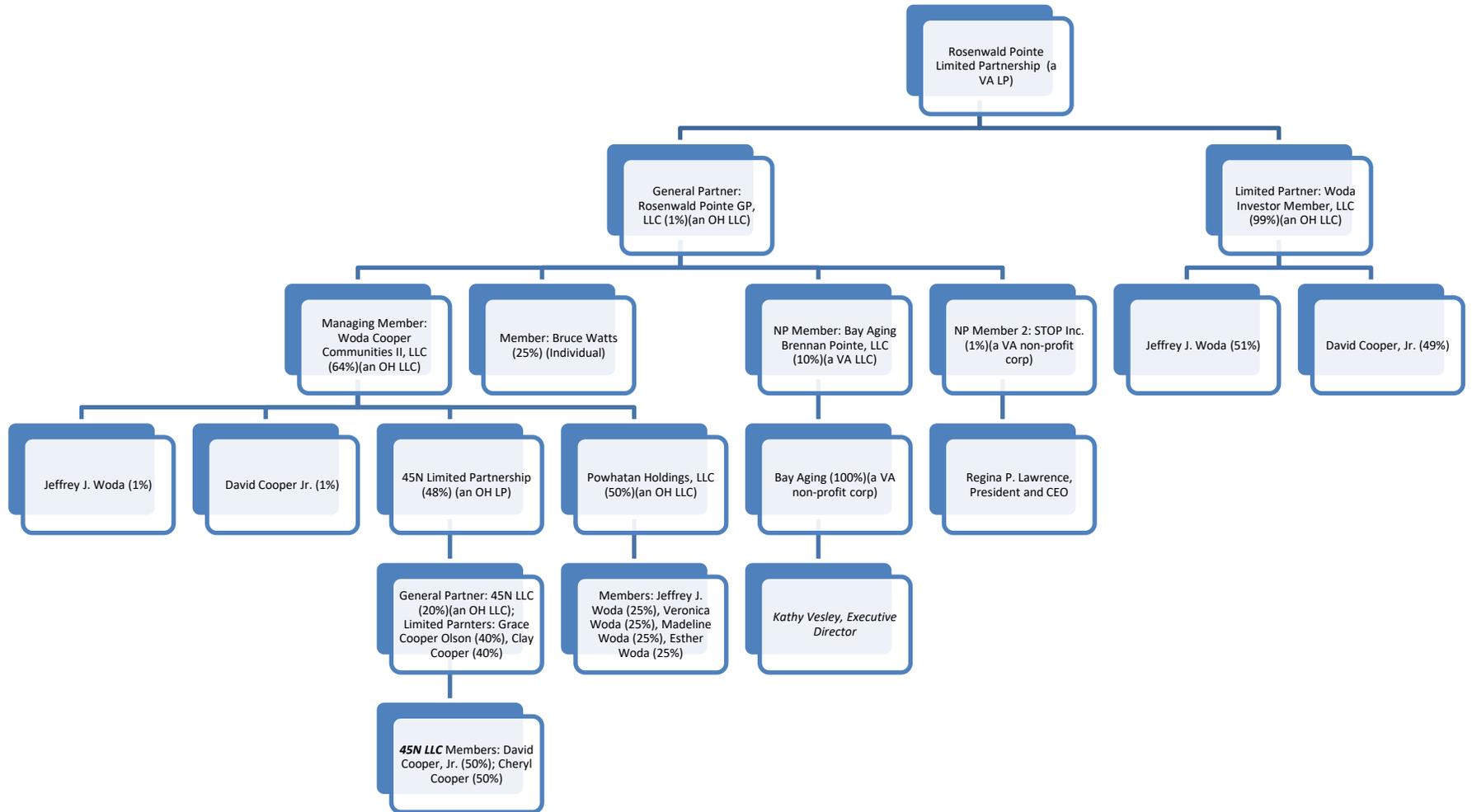
<u>REPRESENTATIVES OF ELECTED PUBLIC OFFICIALS</u>		<u>REPRESENTATIVES OF LOW INCOME FAMILIES</u>		<u>REPRESENTATIVES OF THE PRIVATE SECTOR</u>	
<b>Total # seats: 5</b>		<b>Total # seats: 5</b>		<b>Total # seats: 5</b>	
<b>Name:</b>	Ron Saunders	<b>Name:</b>	James N. Carter, Jr.	<b>Name:</b>	Charles Adkins, Esq.
<b>Representing:</b>	Gloucester County	<b>Elected by:</b>	Tartan Citizens Group	<b>Representing:</b>	King & Queen County
<b>Address:</b>	P.O. Box 691 Gloucester, VA 23061	<b>Address:</b>	P.O. Box 300 Irvington, VA 22480	<b>Address:</b>	2211 Royal Oak School Rd Shacklefords, VA 23156
<b>Term:</b>	10/01/2021 – 09/30/2026	<b>Term:</b>	10/01/2020-09/30/2025	<b>Term:</b>	10/01/2019-09/30/2024
Retired Virginia Dominion Power, Community Relations; active in community, civic organization and foundation		Works with Foundation at Rappahannock General Hospital; active community vol.		Retired King & Queen Co. Commonwealth Attorney; active community volunteer.	
<b>Name:</b>	Karen Lewis	<b>Name:</b>	James “Jim” Dudley	<b>Name:</b>	Reverend Athilla Maria Harris
<b>Representing:</b>	Westmoreland County	<b>Elected by:</b>	Port Town Village Citizens Group	<b>Representing:</b>	King William County
<b>Address:</b>	P.O. Box 1000 Montross VA 22520	<b>Address:</b>	244 Ridge Rd Hartfield, VA 23071	<b>Address:</b>	1796 E. River Road King William VA 23086
<b>Term:</b>	10/01/2019-09/30/2024	<b>Term:</b>	03/20/2019-09/30/2024	<b>Term:</b>	06/30/2023-06/30/2028
Assistant County Administrator and community volunteer/advocate		Retired Director of McGuire Veterans Medical Center; Retired Director of Medical Services for the Paralyzed Veterans of America; Vestry governing board of his Church		Reverend; active in her community and advocate for people with disabilities	
<b>Name:</b>	Bruce Craig	<b>Name:</b>	William E. “Bill” Doyle	<b>Name:</b>	Cynthia Talcott
<b>Representing:</b>	Northumberland County	<b>Elected by:</b>	Northumberland Active Lifestyle Center Members	<b>Representing:</b>	Richmond County
<b>Address:</b>	229 Greenway Place Heathsville, VA 22473	<b>Address:</b>	188 Orapax Rd Kilmarnock, VA 22482	<b>Address:</b>	285 Wood Duck Lane Farnham VA 22460
<b>Term:</b>	05/11/2022-05/11/2027	<b>Term:</b>	11/13/2020 – 09/30/2025	<b>Term:</b>	10/01/2019-09/30/2024
Retired from the Administration on Aging, a component of the Administration for Community Living; active volunteer through numerous organizations		Retired from a career in banking; Retired Vice President of Finance and Admin Services at Rappahannock Community College; Active in civic organizations and LEAD River Counties		Retired, worked with adults with disabilities in supported employment programs; active community volunteer	
<b>Name:</b>	Vera Lee	<b>Name:</b>	Belinda Johnson	<b>Name:</b>	Sieglende “Lynda” Smith
<b>Representing:</b>	Lancaster County	<b>Elected by:</b>	The Meadows Citizens Group	<b>Representing:</b>	Mathews County
<b>Address:</b>	P.O. Box 542 Kilmarnock, VA 22482	<b>Address:</b>	P.O. Box 1000 Montross, VA 22520	<b>Address:</b>	548 Main Street Mathews, VA 23109
<b>Term:</b>	10/01/2019 – 09/30/2024	<b>Term:</b>	03/13/2012 – 09/30/2027	<b>Term:</b>	10/01/2020-09/30/2025
Retired assistant to Children’s Library Director in Lancaster; Previous Director of Wellness, Child Care/Teen Center at Northern Neck YMCA; worked in Oncology at Rappahannock General Hospital for 20 years.		Works for Westmoreland Co.; advocate for the disenfranchised; volunteers through several civic organizations		Retired IT professional on Wall Street; Active member of Mathews Co. CERT and active community volunteer.	
<b>Name:</b>	Robert Wilbanks	<b>Name:</b>	Barry L. Gross, M.D.	<b>Name:</b>	Stanley Clarke
<b>Representing:</b>	Middlesex County	<b>Elected by:</b>	Gloucester Active Lifestyle Center Members	<b>Representing:</b>	Essex County
<b>Address:</b>	77 Wares Bridge Rd Church View, VA 23032	<b>Address:</b>	1602 York River Dr. Gloucester Point, VA 23062	<b>Address:</b>	P.O. Box 955 Tappahannock VA 22560
<b>Term:</b>	12/07/2021 – 09/30/2024	<b>Term:</b>	3/22/2023-3/22/2028	<b>Term:</b>	10/01/2023 - 09/30/2028
VP of IT at LifeSpire of Virginia; non-profit board/volunteerism experience; interested in the betterment of the community.		Practicing physician; Former 17yr CMO and EVP for Riverside Health System; very active in many health care related organizations		Retired Sheriff of Essex Co.; volunteers through his church and civic groups	

**10/1/2022 – 9/30/2024 OFFICERS:**

Mr. James Carter, Chair; Barry L. Gross, M.D., Vice-Chair;  
Mr. Stanley Clarke, Treasurer; Ms. Vera Lee., Secretary.

# Rosenwald Pointe Limited Partnership

## Organizational Structure



# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

**NOT APPLICABLE**

# Tab K:

Documentation of Development Location:

# Development Location Map



# **Tab K.1**

Revitalization Area Certification

COMMONWEALTH OF VIRGINIA  
CITY OF WAYNESBORO

A RESOLUTION (R24-05)



DESIGNATING 1008 B STREET A REVITALIZATION AREA  
AS DEFINED IN VIRGINIA CODE §36-55.30:2.A.  
IN WAYNESBORO, VIRGINIA

**WHEREAS**, Woda Cooper Companies, Inc. as representative of Rosenwald Pointe Limited Partnership, contract purchasers of 1008 B Street, described as Exhibit A 1008 B Street Tax Map Nos. 37-2-19, 37-2-20, 37-8-4, and 37-5-7, owned by LDV Development LLC and Acend 2002, LLC, intends to apply to Virginia Housing for a low-income housing tax credit development at 1008 B Street; and

**WHEREAS**, the above referenced development location is hereby designated a Revitalization Area in the City of Waynesboro, Virginia. The revitalization area designation is needed as the industrial, commercial or other economic development of such area will benefit the City but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and

**WHEREAS**, private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low- and moderate-income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Waynesboro hereby fully supports the above referenced development and revitalization area designation.

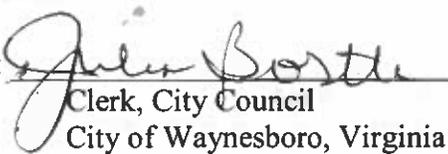
This Resolution shall take effect immediately upon adoption by the City Council.

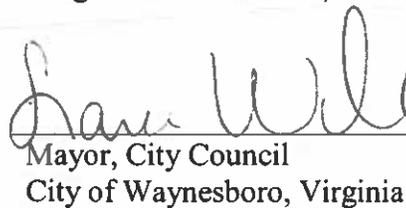
**CERTIFICATE**

The undersigned Mayor and Clerk of the City Council of City of Waynesboro, Virginia hereby certify that the foregoing constitutes a true and correct copy of a resolution entitled Designating 1008 B Street a Revitalization Area as Defined in Virginia Code §36-55.30:2.A. in Waynesboro, Virginia, adopted by the City Council at a meeting held on March 11, 2024.

[SEAL]

ATTEST:

  
Clerk, City Council  
City of Waynesboro, Virginia

  
Mayor, City Council  
City of Waynesboro, Virginia

**Exhibit A**  
1008 B Street  
Tax Map Nos. 37-2-19, 37-2-20, 37-8-4, & 37-5-7



# **Tab K.2**

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



**BALZER & ASSOCIATES**  
PLANNERS / ARCHITECTS  
ENGINEERS / SURVEYORS

104 Industry Way  
Suite 102  
Staunton, VA 24401  
540.248.3220  
www.balzer.cc

Roanoke  
Richmond  
New River Valley  
Shenandoah Valley

## Surveyor's Certification of Proximity to Transportation

Date 3/7/2024

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request

Name of Development Rosenwald Pointe

Name of Owner Rosenwald Pointe 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 ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **OR**
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Firm Name Balzer & Associates

By 

Its Vice President

Title



# Tab L:

PHA / Section 8 Notification Letter

### PHA or Section 8 Notification Letter

If you have any questions, please contact the Tax Credit Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com). **General Instructions**

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

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

**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:**

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

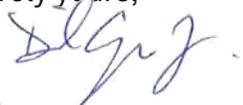
**PHA or Section 8 Notification Letter**

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (\_\_\_\_) \_\_\_\_ - \_\_\_\_ .

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

Sincerely yours,



Name \_\_\_\_\_

Title \_\_\_\_\_

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

Seen and Acknowledged By \_\_\_\_\_

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

Title \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

ORIGIN ID:GQQA (614) 396-0126  
CASIE HUTCHINSON  
WODA COOPER  
500 S FRONT ST

SHIP DATE: 07MAR24  
ACTWGT: 1.00 LB  
CAD: 259123325/NET4535

BILL SENDER

COLUMBUS, OH 43215  
UNITED STATES US

TO **WAYNESBORO REDEV & HOUSING AUTHORIT**

**1700 NEW HOPE ROAD**

**WAYNESBORO VA 22980**

REF: (614) 396-3200

PO:

DEPT:



J2412024011001uv

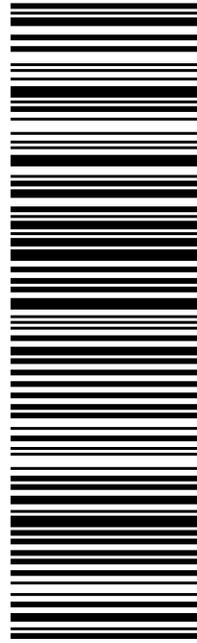
583J2/8538/9AE3

TRK# 7754 5787 6883

0201

**FRI - 08 MAR 12:00P**  
**PRIORITY OVERNIGHT**

**XP SHDA**      **22980**  
**VA-US IAD**



After printing this label:  
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH  
1. Fold the printed page along the horizontal line.  
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Dear Customer,

The following is the proof-of-delivery for tracking number: 775457876883

---

**Delivery Information:**

---

<b>Status:</b>	Delivered	<b>Delivered To:</b>	Receptionist/Front Desk
<b>Signed for by:</b>	R.RUSO	<b>Delivery Location:</b>	1700 NEW HOPE RD
<b>Service type:</b>	FedEx Priority Overnight		
<b>Special Handling:</b>	Deliver Weekday		WAYNESBORO, VA, 22980
		<b>Delivery date:</b>	Mar 8, 2024 11:09

---

**Shipping Information:**

---

<b>Tracking number:</b>	775457876883	<b>Ship Date:</b>	Mar 7, 2024
		<b>Weight:</b>	1.0 LB/0.45 KG

**Recipient:**  
Waynesboro Redev & Housing Authorit,  
1700 New Hope Road  
WAYNESBORO, VA, US, 22980

**Shipper:**  
Casie Hutchinson, Woda Cooper  
500 S Front St  
Columbus, OH, US, 43215



# Tab M:

Intentionally Blank

**NOT APPLICABLE**

# **Tab N:**

Homeownership Plan

**NOT APPLICABLE**

# **Tab O:**

Plan of Development Certification Letter

**NOT APPLICABLE**

# **Tab P:**

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

**NOT APPLICABLE**

# **Tab Q:**

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

# Exhibit 7 of the Cooperative Agreement

OMB Approval No. 2502-0608  
(exp. 03/31/2025)

## Part I of the Agreement to Enter into a Section 811 Rental Assistance Contract

For use under Section 811 of the National Affordable Housing Act

PRA Project No.:	811 PRA Contract Number:	FHA Project No. (if applicable):
------------------	--------------------------	----------------------------------

This Agreement to Enter into a Section 811 Rental Assistance Contract (Agreement) is entered into between the Virginia Housing Development Authority (Grantee) and Rosenwald Pointe Limited Partnership (Owner).

The Owner proposes to complete a housing project or commit an existing housing project, as described in the approved Application. Upon the acceptable completion of the project or start-up of the Section 811 Project Rental Assistance (PRA) Program, the Owner and Grantee will enter into a Section 811 Rental Assistance Contract (Contract) for the purpose of making rental assistance payments to enable eligible Extremely Low-Income Households to occupy units in the project.

### 1.1 Significant Dates, Contents, and Scope of Agreement.

(a) **Effective Date of Agreement:** (mm/dd/yyyy) March 13, 2024.

(b) **Contents of Agreement.** This Agreement consists of Part I and the following exhibits:

- (1) Exhibit A: Rental Assistance Contract, Part I and II (HUD-92235-PRA and HUD-92237-PRA) to be executed upon acceptable completion of the project or start-up of the Section 811 PRA Program.
- (2) Exhibit B: The schedule of Davis-Bacon wage rates, if applicable.
- (3) Additional Exhibits: Specify additional exhibits, if any. If none, insert "None."

(c) **Scope of Agreement.** This Agreement, including the exhibits, whether attached or incorporated by reference, comprises the entire agreement between the Owner and Grantee with respect to the matters contained in it. Neither party is bound by any representations or agreements of any kind except as contained in this Agreement, any applicable regulations, and agreements entered into in writing by the parties which are consistent with this Agreement. Nothing contained in this Agreement shall create or affect any relationship between Grantee and any contractors or subcontractors employed by the Owner in the completion of the project.

### 1.2 Grantee Assurance. The approval of this Agreement by Grantee is an assurance by the Grantee to the Owner that:

- (a) The faith of the Grantee is solemnly pledged to the payment of rental assistance payments pursuant to the Contract, and
- (b) HUD has obligated funds for these payments.

#### Grantee

Signature

J. D. Bondurant

Name

Managing Director-Rental Housing

Official Title

Date (mm/dd/yyyy) 03/14/2024

#### Owner

Signature

Name

David Cooper, Jr. - Authorized Representative

Official Title

Date (mm/dd/yyyy) 03/13/2024

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the project meets statutory requirements with respect to the development and operation of the project, as well as ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



March 6, 2024

Greg Mustric  
Vice President of Development  
500 S. Front St. 10<sup>th</sup> Floor  
Columbus, OH 43215

RE: Rosenwald Pointe-HUD 811 PRA

Dear Mr. Mustric,

Virginia Housing is pleased to inform you that your 2024 application submission for the HUD 811 PRA program has been approved. We are pleased that you are committed to providing project-based rental assistance for extremely low-income persons with disabilities and the chronically homeless population in the state of Virginia.

Please find attached the program fact sheet that we will need you to review, sign, date, and return to the attention of: [HUD811@Virginiahousing.com](mailto:HUD811@Virginiahousing.com). Your return of the signed fact sheet states your acceptance of the program and your acceptance of the HUD requirements that are applicable to receiving this funding.

We look forward to receiving your signed acceptance of the fact sheet as soon as possible. Once we receive this back, we will execute the HUD Agreement to Enter into a Rental Assistance Contract (ARAC) with you.

If you have any questions, please contact me at the above email address.

Sincerely,

A handwritten signature in black ink that reads "Carol B Jackson". The signature is written in a cursive, flowing style.

Carol B Jackson

Regional Portfolio Manager



## **Section 811 Project Rental Assistance Program for Persons with Disabilities Fact Sheet**

**Purpose:** The Section 811 Project Rental Assistance (PRA) Program provides project-based rental assistance for extremely low-income persons with Intellectual Disabilities, Developmental Disabilities, or Serious Mental Illness who are recipients of, or are eligible to receive, Medicaid long-term care services and supports or services certified as equivalent by Virginia. The program also serves persons experiencing chronic homelessness or who are literally homeless and at risk of becoming chronically homeless.

Section 811 rental assistance covers the difference between the tenant's payment and the property's contract rent. Virginia Housing is administering the program in Virginia through close collaboration with Virginia Department Behavioral Health Services (DBHDS), Virginia Department Housing and Community Development (DHCD), and Virginia Department of Medical Assistance Services (DMAS).

The Section 811 PRA Program provides persons with disabilities the opportunity to live as independently as possible through the coordination of voluntary services and the provision of subsidized, integrated rental housing options.

Project rental assistance can be applied to new or existing non-elderly multifamily developments with at least 5 housing units that have received, or are in the process of applying for, funding through different sources, such as Low-Income Housing Tax Credits, HOME funds, and other state, Federal, and local programs including, but not limited to, those administered by Virginia Department of Housing and Community Development.

The initial contract rent is calculated using the existing rent for the property if rent is less than or equal to the Fair Market Rent (FMR). Virginia Housing will work with properties that wish to use a rent higher than FMR to conduct a market analysis to determine if the rents are attainable in accordance with requirements of Virginia Housing and HUD.

To promote the integration of persons with disabilities into the community at-large, the Section 811 PRA Program institutes an integration rule that caps the number of units with a development that can be set aside or be subject to a preference for persons with disabilities to no more than 25% of the units.

**Agreement to Enter into a Section 811 Rental Assistance Contract-form HUD-92238-PRA:** The ARAC is the contractual agreement between Virginia Housing and the Property Owner that commits the Property to participation in the 811 PRA Program, regardless of whether an 811 PRA tenant actually occupies a unit.

**Rental Assistance Contract (RAC):** The Owner will enter into a Rental Assistance Contract with Virginia Housing in accordance with the terms of the ARAC and HUD requirements. The RAC will have a minimum term of 20 years, with an initial funding period of 5 years. Funding beyond the first 5 years is subject to appropriations. If Virginia Housing determines prior to entering into the RAC that insufficient Target Population demand exists for the property, Virginia Housing may elect to cancel the ARAC.

**Use Agreement:** Owners must agree to record a Use Agreement for not less than 30 years, in the form prescribed by HUD. During the Use Agreement period, owners shall make the number of assisted units identified in the executed RAC available for occupancy only by households that meet the eligibility requirements.

**Vacancy Payments:** VH will provide vacancy payments to properties that have signed RACs. Requested Special Claims for Vacancy may not exceed 80 percent of the contract rent for up to 60 days of vacancy. Vacancy payments may be requested during initial lease-up or ongoing operations.

**HUD Systems:** Tenant data must be entered into HUD's Tenant Rental Assistance Certification System (TRACS), and Enterprise Income Verification (EIV) must be used to verify income.

**Tenant Eligibility:** At the time of admission, at least one person in a household considered for a unit receiving 811 PRA rental subsidies must be non-elderly (18-61 years of age), have a disability, and be eligible to receive Medicaid and/or services and supports. Households must have extremely low incomes (30% of Median adjusted for family size) as defined by HUD.

**Referral Process:** Virginia Housing and DBHDS have a referral system to identify prospective Section 811 tenants and refer them to the program. Only qualified tenants will be referred to participating properties. Owners will not be responsible for marketing Section 811 PRA units. Qualified participants will be referred to the program by Referral Agents who will assure that the tenants have access to community-based services and supports.

**Tenant Selection Plan:** Owners must prepare and maintain a tenant selection plan outlining the criteria, procedures, and requirements utilized at the development with respect to tenant eligibility and occupancy. The tenant selection plan must be acceptable to Virginia Housing and must incorporate all tenant selection plan requirements imposed by HUD for the 811 PRA Program.

**Fair Housing:** Owners are required to comply with all Fair Housing and equal treatment laws, including, but not limited to, the Violence Against Women Act (VAWA). These and others are found in the Cooperative Agreement and its Exhibits.

**For more information, contact:**

Carol Jackson  
Regional Portfolio Manager  
[Carol.Jackson@virginiahousing.com](mailto:Carol.Jackson@virginiahousing.com)



**Acknowledgement:**

By its signature below, the undersigned hereby acknowledges the following:

- that it has read and understands the contents of this fact sheet;
- that it has conducted due diligence and has familiarized itself with the requirements of the 811 PRA Program including, but not limited to, those requirements listed within Exhibit 5 of the Cooperative Agreement between HUD and Virginia Housing, attached hereto as Attachment A;
- that the development, as proposed, is expected to be able to comply with all applicable 811 PRA Program requirements;
- that receipt of an ARAC and subsequent RAC does not guarantee an award of tax credits from Virginia Housing and will not qualify for points within a tax credit application; and
- that receipt of an ARAC and subsequent RAC does not guarantee that Virginia Housing will extend an offer to finance the development.

*Gregory Mustric*  
\_\_\_\_\_  
Owner Signature of Acceptance

3/8/2024  
\_\_\_\_\_  
Date

**ATTACHMENT A**  
**TO**  
**SECTION 811 PROJECT RENTAL ASSISTANCE PROGRAM**  
**FOR PERSONS WITH DISABILITIES**  
**FACT SHEET**

**Exhibit 5 of the Cooperative Agreement**

**PROGRAM GUIDELINES**

FOR THE SECTION 811 PROJECT RENTAL ASSISTANCE (811 PRA) PROGRAM

**Part A—Summary and Applicability**

- § PRA.101 General
- § PRA.102 Definitions

**Part B- Grantee Requirements**

- § PRA.201 Cooperative Agreement
- § PRA.202 Grantee's Default under the Cooperative Agreement
- § PRA.203 Inter-Agency Partnership Agreement
- § PRA.204 Use Agreement
- § PRA.205 Rental Assistance Contract (RAC)
- § PRA.206 Administrative Costs
- § PRA.207 Approved Rent and Rent Adjustments
- § PRA.208 Executive Order 13166
- § PRA.209 Compliance with Fair Housing and Civil Rights Laws
- § PRA.210 Affirmatively Furthering Fair Housing
- § PRA.211 Effective Communication
- § PRA.212 Barrier Free/Accessibility Requirements for Units, Buildings, and Facilities, Including Public and Common Use Areas
- § PRA.213 Davis Bacon Labor Standards
- § PRA.214 Energy and Water Conservation
- § PRA.215 Environmental Requirements and Environmental Assurance
- § PRA.216 Coastal Barrier Resources Act
- § PRA.217 Lead-based paint
- § PRA.218 Program Income
- § PRA.219 Procurement of Recovered Materials
- § PRA.220 HUD's Electronic Line of Credit Control System
- § PRA.221 Tenant Rental Assistance Certification System (TRACS)
- § PRA.222 Uniform Administrative Requirements
- § PRA.223 Grantee duty to ensure Owner requirements are satisfied

**Part C—Rental Assistance Contract**

- § PRA.301 Rental Assistance Contract (RAC)
- § PRA.302 Term of the RAC
- § PRA.303 Leasing to Eligible Tenants
- § PRA.304 Supportive Services
- § PRA.305 Limitations on Assisted Units
- § PRA.306 Grantee Program Administration
- § PRA.307 Housing Standards for Assisted Units
- § PRA.308 Default by Owner
- § PRA.309 Default by Grantee

- § PRA.310 Notice Upon Contract Expiration
- § PRA.311 Financing

**Part D—Owner Requirements**

- § PRA.401 Use Agreement
  - § PRA.402 Responsibilities of the Owner
  - § PRA.403 Selection and Admission of Eligible Tenants
  - § PRA.404 Overcrowded and Under Occupied Units
  - § PRA.405 Uniform Physical Construction Standards
  - § PRA.406 Reviews During Management Period
  - § PRA.407 Barrier Free/Accessibility Requirement for Units, Buildings, and Facilities, Including Public and Common Use Areas
  - § PRA.408 Compliance with Fair Housing and Civil Rights Laws
  - § PRA.409 Tenant Organization Rights
  - § PRA.410 Effective Communication
  - § PRA.411 Executive Order 13166
-

## **Part A— Applicability**

### **§ PRA.101 General.**

The purpose of the Section 811 Project Rental Assistance program, as authorized under the Frank Melville Supportive Housing Investment Act of 2010, is to provide Extremely Low Income Persons with Disabilities and Extremely Low Income households with at least one Person with Disabilities with decent, safe and sanitary rental housing through the use of Rental Assistance Payments to Owners. The Section 811 Project Rental Assistance program guidelines are applicable only to the Assisted Units, as defined in below. Grantee and Owners must comply with these guidelines without modification, unless approved by HUD.

### **§ PRA.102 Definitions.**

[NOTE: The definitions below are applicable to the Section 811 Project Rental Assistance program (811 PRA) and related contracts, such as the Cooperative Agreement and Exhibits, including the Rental Assistance Contract and Program Guidelines. All the terms below do not necessarily appear in every 811 PRA document.]

- A. Act means the Consolidated Appropriations Act, 2018 (Pub. L. No. 115-14 and the Further Consolidated Appropriation Act, 2020 (Pub. L. No. 116-94). The PRA Program is authorized under 42 U.S.C. § 8013(b)(3)(A).
- B. Administrative Costs are allowable at a rate of no more than eight (8) percent of the rental assistance Grant amount awarded, unless approved by HUD. These funds may be used for planning and other costs associated with developing and operating the Section 811 PRA program, including infrastructure and technology needed to operate the program and costs incurred after applicant's receipt of an Award Letter from HUD and before the execution of the Cooperative Agreement. The costs can include both direct and indirect costs. If a Grantee includes administrative costs in their budget as a direct cost, they cannot charge these costs as part of their indirect cost rate as well and should instruct their auditor or the government auditor setting the rate of the availability and use of the administrative costs as described in the NOFA.
- C. Agreement means the Cooperative Agreement, Exhibits, and Addendum(s), if any, and any amendment to the documents.
- D. Annual Income as defined in 24 CFR part 5.
- E. Assisted Units means rental units made available to or occupied by Eligible Tenants in Eligible Multifamily Properties receiving assistance under 42 U.S.C. § 8013(b)(3)(A).
- F. Closeout means the process by which HUD determines that all applicable administrative actions and all required work of the Agreement have been completed by Grantee and HUD. The closeout can occur after the period of performance or sooner if necessitated under the Agreement.

- G. Contract Administrator may mean the Grantee's designated entity to administer the 811 PRA.
- H. Contract Rent means the total amount of rent specified in the Rental Assistance Contract(RAC) as payable to the Owner for the Assisted Units.
- I. Contract Rent Adjustment means the contract rent that is adjusted at the anniversary of the Rental Assistance Contract (RAC). The contract rent adjustment must be approved in accordance with the RAC and HUD requirements.
- J. Decent, Safe, and Sanitary means such housing that meets the physical condition requirements of 24 CFR part 5, subpart G.
- K. Eligible Applicants means an Extremely Low-Income Person with Disabilities, between the ages of 18 and 62, and Extremely Low-Income Families, which includes at least one Person with a Disability, who is between the ages of 18 and 62 at the time of admission. The Person with a Disability must be eligible for community-based, long-term care services as provided through Medicaid waivers, Medicaid state plan options, comparable state funded services or other appropriate services related to the type of disability(ies) targeted under the Inter-Agency Partnership Agreement. The Inter-Agency Agreement describes the specific target population eligible for the Grantee's program. The target population can be revised with HUD approval.
- L. Eligible Families shall have the same meaning as "Eligible Tenant".
- M. Eligible Multifamily Properties means any new or existing property owned by a nonprofit, public, or a private entity with at least 5 housing units. Financing commitments have been made by the Eligible Applicants or any housing agency currently allocating: LIHTC under Section 42 of the Internal Revenue Service Code of 1986 (IRC) or any state housing or state community development agency allocating and overseeing assistance under the HOME Investment Partnerships Act (HOME); and/or any federal agency or any state or local government program. Development costs, if any, are paid with other public or private resources. Section 811 and Section 202 Capital Advances may not be used. Properties with existing use restrictions for persons with disabilities are not eligible unless such PRA Funds are being used to support other units in the building without such restrictions. Existing units receiving any form of long-term (longer than 6 months), project-based operating housing subsidy, such as assistance under Section 8, within a six-month period prior to receiving Rental Assistance Payments are ineligible to receive this assistance. In addition, units with use agreements requiring housing for persons 62 or older would not be eligible to receive Rental Assistance Payments.
- N. Eligible Tenants means Eligible Applicants who are being referred to available Assisted Units in accordance with a Grantee's Inter-Agency Agreement and from whom community-based, long-term care services are available at time of referral. Such services are voluntary; referral shall not be based on Eligible Tenant's willingness to accept or not

accept such services.

- O. Extremely Low-Income means annual income which does not exceed thirty percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than thirty percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes. HUD's income exclusions, as defined under 24 CFR § 5.609, apply in determining income eligibility at the time of admission and in calculating the Eligible Tenant's income during the interim/annual recertification stages.
- P. Grant means the funds made available by HUD to the Grantee for purposes of providing long-term rental supportive rental assistance for Eligible Tenants. The Grant will fund the difference between the Contract Rent and the Tenant Rent for the Assisted Units. The term "PRA Funds" shall have the same meaning as Grant.
- Q. Grantee means the applicant selected by HUD under a Section 811 PRA (PRA) Notice of Funding Availability to administer the Section 811 PRA program, or any successor program. Grantee shall be a state housing agency or other appropriate entity, as approved by HUD.
- R. HUD means the Department of Housing and Urban Development.
- S. Inter-Agency Partnership Agreement means the formal structure for collaboration to participate in the state's PRA Program to develop permanent supportive housing for extremely low-income persons with disabilities. This Partnership Agreement must include the Grantee and the state agency that is charged with administering State Health and Human Services programs and policies, and the State's Medicaid programs. In states where the State Health and Human Service Agency is not also the State Medicaid Agency, both agencies' participation must be evidenced. The agreement must include: 1) detailed description of the target population(s) to be served, 2) methods for outreach and referral, and 3) a commitment to make appropriate services available for residents in PRA units in multifamily properties. In the agreement, states must identify the available state administered services and other appropriate services and describe how such services will be made available to the tenants. Participation in any available supportive services is voluntary.
- T. Notice of Funding Availability (NOFA) means the Fiscal Year 2019 Section 811 Project Rental Assistance NOFA published on 10/9/2019. For the purpose of this Agreement, the only sections I through III, VII and IX are applicable.
- U. Owner means the nonprofit, public, or for-profit entity which owns the Eligible Multifamily Property.
- V. Persons with Disabilities shall have the same meaning as defined under 42 U.S.C. § 8013(k)(2) and shall also include the following, as found in 24 CFR § 891.305:

A person who has a developmental disability, as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)), i.e., if he or she has a severe chronic disability which:

- (i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (ii) Is manifested before the person attains age twenty-two;
- (iii) Is likely to continue indefinitely;
- (iv) Results in substantial functional limitation in three or more of the following areas of major life activity:
  - (a) Self-care;
  - (b) Receptive and expressive language;
  - (c) Learning;
  - (d) Mobility;
  - (e) Self-direction;
  - (f) Capacity for independent living;
  - (g) Economic self-sufficiency; and
  - (h) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated; or

A person with a chronic mental illness, i.e., a severe and persistent mental or emotional impairment that seriously limits his or her ability to live independently, and which impairment could be improved by more suitable housing conditions; or

A person infected with the human acquired immunodeficiency virus (HIV) and a person who suffers from alcoholism or drug addiction, provided they meet the definition of "person with disabilities" in 42 U.S.C. § 8013(k)(2).

A person whose sole impairment is a diagnosis of HIV positive or alcoholism or drug addiction (i.e., does not meet the qualifying criteria in section 811 (42 U.S.C. § 8013(k)(2)) will not be eligible for occupancy in an Assisted Unit.

- W. Program Requirements means NAHA, the statutory requirements under a successor program, the NOFA, and any requirements that may be required by HUD, including but not limited to regulations, and administrative requirements that may be in the form of notices, handbooks, or guidebooks, as may be amended from time to time.
- X. Rental Assistance Payments means the payment made by the Grantee or Contract Administrator to the Owner, as provided in the Rental Assistance Contract. Where the Assisted Unit is leased to an Eligible Tenants, the payment is the difference between the Contract Rent and the Tenant Rent. An additional payment is made to or on behalf of the Eligible Tenant when the Utility Allowance is greater than the total tenant payment. A vacancy payment may be made to the Owner when an Assisted Unit is vacant, in accordance with the Rental Assistance Contract and Program Requirements.

- Y. Rental Assistance Contract (RAC) is the contract (form HUD-92235-PRA and form HUD-92237-PRA), as prescribed by HUD, between the Grantee and the Owner of the Eligible Multifamily Property which sets forth the rights and duties of the parties with respect to the Assisted Units in the Eligible Multifamily Property.
- Z. Target Population means the specific group or groups of Eligible Applicants and Tenants described in the Grantee's Inter-Agency Partnership Agreement who are intended to be solely served or to be prioritized under the Grantee's Program.
- AA. Tenant Rent as defined in 24 CFR part 5.
- BB. Total Tenant Payment as defined in 24 CFR part 5.
- CC. Utility Allowance has the same meaning as defined in 24 CFR part 5.
- DD. Uniform Physical Condition Standards (UPCS). Uniform national standards established by HUD for housing that is decent, safe, sanitary, and in good repair. UPCS requires that items in five categories (site, building exterior, building systems, dwelling units, and common areas) and as more specifically described in 24 CFR § 5.703 must be inspected in any physical inspection of the property.

## **Part B- Grantee Requirements**

### **§ PRA.201 Cooperative Agreement.**

Grantee must execute a Cooperative Agreement (HUD-93205-PRA) with HUD. The terms of the Cooperative Agreement include the work to be performed and any special conditions or requirements. Grantee shall not modify the Cooperative Agreement without the written consent of HUD.

### **§ PRA.202 Grantee's Default under the Cooperative Agreement.**

In the event of a default, as defined by the Cooperative Agreement, HUD may exercise all remedies as outlined in the Agreement including but not limited to terminating the Cooperative Agreement and/or assuming all or some of the RACs.

**§ PRA.203 Inter-Agency Partnership Agreement (IPA).** As defined in the Cooperative Agreement and included as Exhibit 3 to the Cooperative Agreement.

### **§ PRA.204 Use Agreement.**

The Grantee shall be responsible for ensuring the Grantee-approved Use Agreement (HUD-92238-PRA) is recorded by the Owner consistent with local law. Grantee is responsible for enforcing the provisions of the Use Agreement against the Owner, subject to the exception below and any other applicable HUD administrative guidance and requirements.

If Congress fails to appropriate funds adequate to meet the future financial needs of the Cooperative Agreement and or the Cooperative Agreement is terminated, HUD will not require

Grantee to enforce any Use Agreements on Eligible Multifamily Properties covered under a RAC. Under such a circumstance, and in accordance with the Cooperative Agreement, HUD will allow Grantee or Grantee's designee to continue to enforce or terminate such Use Agreements at the Grantee's or Grantee's designee's discretion.

**§ PRA.205 Rental Assistance Contract (RAC).**

(a) Grantee or Grantee's designee must execute a Rental Assistance Contract (HUD-92235-PRA and HUD- 92237-PRA), in the form prescribed by HUD with Owners pursuant to the requirements set forth in the Cooperative Agreement.

If Congress fails to appropriate funds adequate to meet the future financial needs of the Cooperative Agreement, or the Cooperative Agreement is terminated, then HUD will permit Grantee or Grantee's designee to continue or terminate the RAC, at the Grantee or Grantee's designee's discretion.

**§ PRA.206 Administrative Costs.**

Administrative costs are allowable at a rate of no more than 8 (eight) percent of the amount awarded unless modified with HUD consent in accordance with the Cooperative Agreement. These funds may be used for planning and other costs associated with developing and operating the Section 811 PRA program, including infrastructure and technology needed to operate the program and costs incurred after applicant's receipt of an Award Letter from HUD and before the execution of the Cooperative Agreement. The costs can include both direct and indirect costs. If a Grantee includes administrative costs in their budget as a direct cost, they cannot charge these costs as part of their indirect cost rate as well, and should instruct their auditor or the government auditor setting the rate of the availability and use of the administrative costs as described in the NOFA.

**§ PRA.207 Approved Rent and Rent Adjustments.**

The initial RAC gross rent may not exceed the applicable or Fair Market Rent (FMR) level as determined by HUD, unless such rent level is substantiated by a market study that has been prepared in accordance with the requirements of a state housing agency or of Chapter 9 of HUD's Section 8 Renewal Guide, or as approved by HUD. Rents can only be adjusted annually based upon: (1) HUD's Operating Cost Adjustment Factor (OCAF), (2) other operating cost index approved by HUD as has been adopted by the Grantee for purposes of subsidizing affordable housing, or (3) approval by HUD.

**§ PRA.208 Executive Order 13166.**

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)", seeks to improve access to federally assisted programs and activities for individuals who, as a result of national origin, are limited in their English proficiency. Grantee obtaining federal financial assistance from HUD shall take reasonable steps to ensure meaningful access to their programs and activities to LEP individuals.

**§ PRA.209 Compliance with Fair Housing and Civil Rights Laws.**

Grantee must comply with all applicable fair housing and civil rights requirements in 24 CFR

5.105(a), including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act; and Section 109 of the Housing and Community Development Act of 1974. Grantee must also comply with HUD's Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity requirements. See HUD's Equal Access rules at 24 C.F.R. §§ 5.100, 5.105(a)(2), 5.403 and HUD's final rule published in the *Federal Register* at 77 Fed. Reg. 5662, "Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity."

If the Grantee is in a state or jurisdiction that has also passed a law or laws proscribing discrimination in housing based upon sexual orientation or gender identity, or a law or laws proscribing discrimination in housing based on lawful source of income, the Grantee and its subrecipients must comply with those laws of the states or localities in which the programs or activities are conducted;

In addition, in executing this Cooperative Agreement, Grantee certifies that they will comply with the requirements of the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act.

Grantee shall refer to Handbook 4350.3 REV-1, chapter 2 for further guidance.

**§ PRA.210 Affirmatively Furthering Fair Housing.**

Under Section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Grantees will be required to certify that they will affirmatively further fair housing. Grantees must affirmatively further fair housing by selecting projects for participation that offer access to appropriate services, accessible transportation, and commercial facilities to ensure greater integration of persons with disabilities in the broader community. Grantees must require owners of Eligible Multifamily Properties to adopt actions and procedures to ensure that Section 811 PRA assisted units are dispersed and integrated within the property. All methods of outreach and referral and management of the waiting list must be consistent with fair housing and civil rights laws and regulations. Grantees must conduct affirmative outreach to provide information and otherwise attract eligible persons to the program regardless of race, color, national origin, religion, sex, disability, or familial status, who are not likely to apply to the program without special outreach. Grantees must maintain records describing actions taken to affirmatively further fair housing.

**§ PRA.211 Effective Communications.**

Grantee must ensure that all communications are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973(see 24 CFR § 8.6) and the Americans with Disabilities Act.

**§ PRA.212 Barrier Free/Accessibility Requirements for Units, Buildings, and Facilities, Including Public and Common Use Areas.**

Grantee is subject to Section 504 of the Rehabilitation Act of 1973 and implementing

regulations at 24 CFR part 8 and Title II of the Americans with Disabilities Act and implementing regulations at 28 CFR part 35. Covered multifamily dwellings as defined in 24 CFR part 100 must also meet the design and construction requirements of the Fair Housing Act and 24 CFR part 100. However, Assisted Units can consist of a mix of accessible units for those persons with physical disabilities and non-accessible units for those persons without physical disabilities.

#### **§ PRA.213 Davis Bacon Labor Standards.**

All laborers and mechanics (other than volunteers under the conditions set out in 24 CFR part 70) employed by contractors and subcontractors in the construction (including rehabilitation) of housing with 12 or more units assisted under this agreement, shall be paid wages at rates not less than those prevailing in the locality, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

Contracts involving employment of laborers and mechanics shall be subject to the provisions of the Contract Work Hours and Safety Standards Act (CWHSSA) (40 U.S.C 3701 et seq.). Owners of Eligible Multifamily Properties and owners' contractors and subcontractors must comply with all related rules, regulations, and requirements. Grantees shall be responsible for ensuring inclusion of appropriate contract provisions, monitoring to ensure compliance, and correction of violations in accordance with HUD guidance.

Projects where construction is fully complete before an application is submitted to the Grantee to receive assistance under the Section 811 PRA are not subject to Davis-Bacon or CWHSSA requirements, except to the extent that the project is also assisted under another federal program that is subject to such requirements (e.g., the HOME program). In accordance with U.S. Department of Labor regulations at 29 CFR 1.6(g), if a project is approved by an Eligible Applicant to receive Section 811 PRA assistance after a contract for construction of the project has been awarded (or after the beginning of construction where there is no contract award) but before completion of construction, the state housing agency shall require that the wage determination effective on the date of award (or beginning of construction) be incorporated into the construction contract retroactively to the date of award or beginning of construction. Grantees may request the HUD Office of Davis-Bacon and Labor Standards to seek approval from the U.S. Department of Labor for the incorporation of a wage determination to be effective on the date of the state housing agency's approval of Section 811 PRA assistance for the project. Such approval may be granted only where there is no evidence of intent to apply for the federal assistance for the project prior to contract award or start of construction.

**NOTE:** For projects funded in response to the NOFA, construction is fully complete as demonstrated by a final invoice and completion inspection approval by the Architect and all financing inspectors, and the entire project is ready for occupancy. It is acceptable for fully complete construction to have items of delayed completion subject to escrow of funds to assure completion of such items.

#### **§ PRA.214 Energy and Water Conservation**

Grantees are required to build to a higher standard by incorporating components of sustainable building in PRA developments. At a minimum, energy efficiency strategies and water conservation appliances and fixtures must be incorporated in the design, construction, and

operation of all new construction and substantial (gut) rehabilitation projects when such projects apply for PRA funding.

(a) Energy Efficiency. Owners of new construction and substantial rehabilitation low-rise (up to 3 stories) Eligible Multifamily Properties must meet the requirements of EPA's ENERGY STAR Qualified Homes. Mid- Rise & High Rise developments (4 or more stories) must meet the requirements of the ENERGY STAR Qualified Multifamily High Rise Buildings. Any state energy code requirements will take precedence over ENERGY STAR specifications when the state code approximates or exceeds that standard.

(b) Water Conservation Fixtures. Installation of water-conserving fixtures is required in all new and substantially rehabilitated developments (i.e. resource efficient plumbing and appliances such as low flow showerheads and faucet and high efficiency toilets). The materials used should be the most current WaterSense or a greater water efficiency product. More information is available at [www.epa.gov/owm/water-efficiency](http://www.epa.gov/owm/water-efficiency).

#### **§ PRA.215 Environmental Requirements and Environmental Assurance.**

As HUD does not approve program funding for specific activities or projects of the Grantees, it will not perform environmental reviews on such activities or projects. However, to ensure that the tenets of HUD environmental policy and the requirements of applicable statutes and authorities are met, Grantees will be required to implement the following analyses and determinations for specific program activities and projects unless

- The property is existing, is currently HUD-assisted or HUD-insured, and will not engage in activities with physical impacts or changes beyond routine maintenance activities or minimal repairs, or
- The project already has environmental clearance under 24 CFR Part 50 or Part 58 (see note below);

**NOTE:** Projects that include funding from other HUD programs (such as HOME) or that have mortgage insurance through FHA can use the environmental clearance under those programs in lieu of PRA NOFA requirements as long as the environmental reviews were completed within 5 years and the project description covers the proposed PRA activities.

For projects that do not meet one of the above exceptions, the Grantee's signature on the application shall constitute an assurance that the applicant, if selected, will implement the requirements below, as applicable to existing and new projects.

If, at the time that a project applies for PRA assistance, the project is under construction or being rehabilitated and work has progressed beyond a stage of construction where modifications can be undertaken to avoid the adverse environmental impacts addressed by the requirement, the project shall not be subject to environmental requirements applicable to new constructions or rehabilitation, but shall be subject to the remaining environmental requirements.

Citations to authorities in the following paragraphs are for reference only; to the extent that property standards or restrictions on the use of properties stated in the following paragraphs

are more stringent than provisions of the authorities cited, the requirements stated in the following paragraphs shall control:

- (1) Site Contamination (24 CFR 50.3(i)). It is HUD policy that all properties for use in HUD assisted housing be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property (24 CFR 50.3(i)(1)). Therefore, projects applying for assistance shall:
  - (a) Assess whether the site (i) is listed on an EPA Superfund National Priorities or CERCLA list or equivalent State list; (ii) is located within 3,000 feet of a toxic or solid waste landfill site; (iii) has an underground storage tank other than a residential fuel tank; or (iv) is known or suspected to be contaminated by toxic chemicals or radioactive materials. If none of these conditions exist, a letter of finding certifying these findings must be submitted and maintained in the site's environmental record. If any of these conditions exist, the grantee must provide an ASTM Phase I Environmental Site Assessment (ESA) in accordance with ASTM E 1527-05 (or the most recent edition); OR
  - (b) Provide a Phase I ESA in accordance with ASTM E 1527-05 (or the most recent edition).

**NOTE: A Phase I ESA, which complies with these standards, and was prepared within the Phase I ESA continuing viability timeframe for the acquisition of the property or a real estate transaction (construction, rehabilitation, or refinancing) for the property, will be deemed acceptable.**

If a Phase I ESA is conducted and the Phase I ESA identifies RECs, a Phase II ESA in accordance with ASTM E 1903-11 (or the most recent edition) shall be performed. Any hazardous substances and/or petroleum products that are identified at levels that would require clean-up under State policy shall be so cleaned up in accordance with the State's clean-up policy. Risk-Based Corrective Actions are permitted if allowed for under a State's clean-up policy.

- (2) Historic Preservation (54 U.S.C. 300101 et seq.).
  - (a) As the various States, Territories, Tribes and municipalities have established historic preservation programs to protect historic properties within their jurisdiction, all work on properties identified as historic by the State, Territory, Tribe, or Municipality, as applicable, must comply with all applicable State, territorial, and tribal historic preservation laws and requirements and, for projects affecting locally designated historic landmarks or districts, local historic preservation ordinance and permit conditions.
  - (b) In addition, all work on properties listed on the National Register of Historic Places, or which the Grantee knows are eligible for such listing, must comply with "The Secretary of the Interior's Standards for Rehabilitation." Complete

demolition of such properties would not meet the Standards and is prohibited.

- (c) On site discoveries. If archaeological resources and/or human remains are discovered on the project site during construction, the recipient must comply with applicable State, tribal, or territory law, and/or local ordinance (e.g., State unmarked burial law).

**NOTE: Balconies are allowed as per Notice CPD-16-19: Balcony Policy Under 24 CFR 51, Subpart B as it Applies to Parts 50 and 58 Regarding Building Facades Exposed to Noise.**

- (3) Noise (24 CFR Part 51, Subpart B - Noise Abatement and Control). All activities and projects involving new construction shall be developed to ensure an interior noise level of 45 decibels (dB) or less. In this regard, and using the day-night average sound level (Ldn), sites not exceeding 65 dB of environmental noise are deemed to be acceptable; sites above 65 dB require sound attenuation in the building shell to 45 dB; and sites above 75 dB shall not have noise sensitive outdoor uses (e.g. picnic areas, tot lots, balconies or patios) situated in areas exposed to such noise levels.
- (4) Airport Clear Zones (24 CFR Part 51, Subpart D - Siting of HUD Assisted Projects in Runway Clear Zones at Civil Airports and Clear Zones and Accident Potential Zones at Military Airfields). No activities or projects shall be permitted within the “airport clear zones” or the “accident potential zones” of military airfields or the “runway protection zones” of civilian airports.
- (5) Coastal Zone Management Act (16 U.S.C. 1451 et seq.). Activities and projects shall be consistent with the appropriate state coastal zone management plan. Plans are available from the local coastal zone management agency.
- (6) Floodplains (Executive Order 11988; Flood Disaster Protection Act (42 U.S.C. 4001-4008); National Flood Insurance Reform Act (P.L. 108-264). No new construction activities or projects shall be located in the mapped in the 100-year floodplain according to FEMA’s best available data, which may be Advisory Base Flood (ABFEs), Preliminary Flood Insurance Rate Maps (P-FIRMs), or Flood Insurance Rate Maps (FIRM). New construction activities are also prohibited in the mapped 500- year floodplain unless the Grantee determines that there are no alternatives outside of the 500-year floodplain with access to transportation and services. Existing structures and structures in the 500-year floodplains where there are no alternatives may be assisted in the 100-year or 500-year floodplain, except for sites located in coastal high hazard areas (V Zones) or regulatory floodways, but must meet the following requirements:
  - (a) The existing structures must be flood-proofed or must have the lowest habitable floor and utilities elevated above both the 500-year floodplain and the 100-year floodplain according to FEMA’s best available data.
  - (b) The project must have an early warning system and evacuation plan that includes evacuation routing to areas outside of the applicable floodplains.

- (c) Project structures in the 100-year floodplain must obtain flood insurance under the National Flood Insurance Program. No activities or projects located within the 100-year floodplain may be assisted in a community that is not participating in or has been suspended from the National Flood Insurance Program.
- (7) Wetlands (Executive Order 11990). No new construction shall be performed in wetlands. No rehabilitation of existing properties shall be allowed that expands the footprint such that additional wetlands are destroyed. New construction includes draining, dredging, channelizing, filling, diking, impounding, and related grading activities. The term wetlands is intended to be consistent with the definition used by the U.S. Fish and Wildlife Service in Classification of Wetlands and Deep Water Habitats of the United States (Cowardin, et al., 1977). This definition includes those wetland areas separated from their natural supply of water as a result of activities such as the construction of structural flood protection methods or solid-fill road beds and activities such as mineral extraction and navigation improvements.
- (8) Siting of Projects Activities Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature (24 CFR Part 51, Subpart C). Unshielded or unprotected new construction sites shall be allowed only if they meet the standards of blast overpressure (0.5psi – buildings and outdoor unprotected facilities) and thermal radiation (450 BTU/ft<sup>2</sup> -hr – people, 10,000 BTU/ft<sup>2</sup>-hr – buildings) from facilities that store, handle, or process substances of explosive or fire prone nature in stationary, above ground tanks/containers. Containers used to hold liquefied petroleum gas with a volumetric capacity not to exceed 1,000 gallons water capacity are acceptable if they comply with the National Fire Protection Association (NFPA) Code 58 (Liquefied Petroleum Gas Code) (2017) (incorporated by reference, see § 51.200(b)).
- (9) Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.). New construction shall not be permitted that would result in a taking of endangered plant or animal species as listed under the Endangered Species Act of 1973. Taking includes not only direct harm and killing but also modification of habitat. Maps for listed species and geographic habitat by state can be found at: [http://ecos.fws.gov/tess\\_public/StateListing.do?state=all](http://ecos.fws.gov/tess_public/StateListing.do?state=all).
- (10) Farmland Protection (7 USC 4201 et seq.). New construction shall not result in the conversion of unique, prime, or otherwise productive agricultural properties to urban uses.
- (11) Sole Source Aquifers (Section 1424(e) of the Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 et seq., and 21 U.S.C. 349)). Any new construction activities and projects located in federally designated sole source aquifer areas (SSAs) shall require consultation and review with the U.S. Environmental Protection Agency (USEPA). Information regarding location and geographic coverage of the 73 federally designated SSAs can be found at: <http://water.epa.gov/infrastructure/drinkingwater/sourcewater/protection/solesourceaq>

uifer.cfm.

- (12) Flood Insurance. (**Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 *et seq.*)**). Project structures in the 100-year floodplain must obtain flood insurance under the National Flood Insurance Program. No activities or projects located within the 100-year floodplain may be assisted in a community that is not participating in or has been suspended from the National Flood Insurance Program.

#### **§ PRA.216 Coastal Barrier Resources Act.**

The Grantee must adhere to the Coastal Barrier Resources Act which prohibits activities or projects in Coastal Barrier Resource System (CBRS) units. CBRS units are mapped and available from the Fish and Wildlife Service at: <http://www.fws.gov/CBRA/>.

#### **§ PRA.217 Lead Based Paint.**

The Lead Safe Housing Rule (specifically 24 CFR 35, subparts B, H and R) applies to project based rental assistance of pre-1978 housing for persons with disabilities when a child of less than 6 years of age resides or is expected to reside in such housing. For Eligible Multifamily Properties in which such units will receive an annual average of more than \$5,000 of rental assistance in any year, a lead risk assessment, followed by interim controls of any lead-based paint hazards identified must be conducted, and a reevaluation must be conducted every two years during the assistance period. For properties in which such assistance is less than or equal to

\$5,000, a visual assessment for deteriorated paint must be conducted during the initial and periodic inspections, followed by paint stabilization of any deteriorated paint identified. The Environmental Protection Agency's Renovation, Repair and Painting (RRP) Rule also applies to such target housing when renovation, repair or painting work is conducted; among other requirements, the work, using lead-safe work practices, must be conducted or supervised by certified lead renovator working for a certified lead renovation firm when the amount of work exceeds the RRP Rule's minor repair and maintenance area threshold. See 40 CFR 745.

#### **§ PRA.218 Program Income.**

Grantee must have sufficient knowledge and experience to identify and account for program income as defined in 24 CFR part 85. All program income including interest earned on any award supported activity (if it generates program income it has to be accounted for whether it is paid to a Grantee or is used for a program purpose without passing back to the Grantee) is subject to the terms and conditions of the Cooperative Agreement and such U.S. Treasury rules as may apply. More specifically, Grantee must document receipt of program income and how the funds were used.

#### **§ PRA.219 Procurement of Recovered Materials.**

State agencies and agencies of a political subdivision of a state that are using assistance under a HUD program NOFA for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

In accordance with Section 6002, these agencies and persons must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**§ PRA.220 HUD's Electronic Line of Credit Control System.**

Grantee must be eligible to acquire rights and access under HUD's Electronic Line of Credit Control System and/ or other database system approved by HUD.

**§ PRA.221 Tenant Rental Assistance Certification System (TRACS).**

Grantee must use software that has the capability to receive tenant's certification and recertification data (form HUD 50059) and voucher data (form HUD 52670) electronically from owners. The Grantee must have the capability to transmit HUD 50059 data to HUD TRACS Tenant System and HUD 52670 data to HUD TRACS Voucher/Payment System, and to receive return messages transmitted from TRACS.

**§ PRA.222 Uniform Administrative Requirements.**

All States, Territories, Urban Counties, and Metropolitan cities receiving funds under this NOFA shall be subject to the requirements of 2 CFR part 200. Non-profit subgrantee shall be subject to the requirements of 2 CFR part 200. Administrative requirements covered by 2 CFR part 200 include, but are not limited to: financial management system standards, payment standards, allowable costs, non-Federal audit, supplies and procurement.

**§ PRA.223 Grantee duty to ensure Owner requirements are satisfied**

Grantee is responsible for ensuring all Owner requirements as may be stated in the 811 PRA statutory authority, the NOFA, the Cooperative Agreement, including specific Owner requirements under the Program Guidelines, Rental Assistance Contract and Use Agreement are met at all times. Grantee agrees to monitor Owners in accordance with all applicable contractual and HUD statutory requirements and pursue corrective action or pursue legal remedies against the Owner where appropriate.

**Part C—Rental Assistance Contract**

**§ PRA.301 The Rental Assistance Contract (RAC).**

(a) *Rental Assistance Contract (RAC)*. The RAC (HUD-92235-PRA and HUD-92237-PRA, in the form prescribed by HUD, sets forth rights and duties of the Owner and the Grantee with respect to the Eligible Multifamily Property and the Assisted Units. In the event another entity is designated by the Grantee to administer the RAC, the Grantee remains responsible for enforcing all provisions of the RAC.

(b) *Rental assistance payments to Owners under the RAC*. The Rental Assistance Payments are made monthly by the Grantee upon proper requisition by the Owner. The rental assistance payments made under the RAC are:

(1) Payments to the Owner to assist Eligible Tenant residing in Eligible Multifamily Properties

and

- (2) Payments to the Owner for vacant Assisted Units (“vacancy payments”) if the conditions specified in HUD administrative guidance are satisfied.

(c) *Amount of Rental Assistance Payments to Owner.*

- (1) The amount of the Rental Assistance Payment made to the Owner of an Assisted Unit being leased by the Eligible Tenant is the difference between the contract rent for the unit and the tenant rent owed by the Eligible Tenant as determined in accordance with applicable administrative and regulatory requirements.
- (2) If the Grantee program includes vacancy payments, a Rental Assistance Payment may be made to the Owner for a vacant Assisted Unit that may not exceed 80 percent of the contract rent for up to 60 days of vacancy, subject to the conditions as may be imposed by HUD administrative guidance. If the Owner collects any tenant rent or other amount for this period which, when added to this vacancy payment, exceeds the contract rent, the excess must be repaid as HUD directs.

(d) *Payment of utility reimbursement.* Where applicable, the Owner will pay a utility reimbursement in accordance with 24 C.F.R. § 5.632.

**§ PRA.302 Term of the RAC.**

The term of the RAC shall be for no less than twenty years and subject to appropriations. The RAC may be renewed based upon the applicable requirements as established by HUD and appropriations.

**§ PRA.303 Leasing to Eligible Tenants.**

(a) *Availability of Assisted Units for Eligible Tenant in the Target Population.*

During the term of the RAC, Owner shall make available for occupancy by Eligible Tenants in the Target Population the total number of Assisted Units committed under the RAC. For purposes of this section, making units available for occupancy by Eligible Families means that the owner:

- (1) Has leased or is making good faith efforts to lease the units to Eligible Tenants, in the Target Population including informing the Grantee or their designee of a vacancy and holding the unit open for a reasonable period of time; and
- (2) Has not rejected any such applicant family except for reasons permitted under the RAC, the Project Rental Assistance Program Guidelines or the Grantee-approved tenant selection plan for the PRA units. Failure on the part of the Owner to comply with this requirement is a violation of the RAC and grounds for all available legal remedies, including specific performance of the RAC, suspension or debarment from HUD programs, and reduction of the number of Assisted Units under the RAC.

(b) *Reduction of number of Assisted Units covered by RAC.* The Grantee may reduce the number of Assisted Units covered by the RAC if:

- (1) The Owner fails to comply with the requirements of paragraph (a) of this section; or
- (2) Grantee determines that the inability to lease Assisted Units to Eligible Families is not a temporary problem.

(c) *Increase in number of Assisted Units covered by RAC.* The Grantee may increase

the number of the Assisted Units covered by the RAC if:

- (1) The program funding amount with the increased number of assisted units does not exceed the maximum amount of grant funds awarded in Exhibit 4 of the Cooperative Agreement; and
- (2) The owner complies with § PRA.305.

(d) *Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.* Subpart L of 24 CFR part 5 shall apply to the Assisted Units in Eligible Multifamily Properties.

#### **§ PRA.304 Supportive Services.**

Eligible Tenant's participation in supportive services is voluntary and cannot be required as a condition of admission or occupancy.

#### **§ PRA.305 Limitations on Assisted Units.**

(a) Eligible Multifamily Properties may only receive Rental Assistance Payments if the housing assisted does not currently have an existing use restriction for persons with disabilities. Units receiving any form of federal or state project-based rental assistance for a period of 6 months or longer are ineligible to receive Rental Assistance Payments, unless such payments are being used to support other units in the building without such restrictions. Existing units receiving any form of long-term operating housing subsidy within a six-month period prior to receiving Rental Assistance Payments, such as assistance under Section 8, are ineligible to receive this assistance.

(b) Units with use agreements requiring housing for persons 62 or older are not be eligible to receive Project Rental Assistance Payments.

(c) No more than twenty five percent of the total units in Eligible Multifamily Properties can: (1) be provided Rental Assistance Payments; (2) be restricted to supportive housing for persons with disabilities; or 3) have any occupancy preference for Persons with Disabilities.

(d) These units must be dispersed throughout the property and must not be segregated to one area of a building (such as on a particular floor or part of a floor in a building or in certain sections within a project). Owners will designate the number of units to be set-aside as Assisted Units but the types (*e.g.*, accessible ) and the specific units numbers (*e.g.*, units 101, 201, etc.) will be flexible depending on the needs of the program and the availability of the units in the property.

#### **§ PRA.306 Grantee Program Administration.**

The Grantee is responsible for the overall management of the award and administration of the Section 811 PRA funds awarded by HUD. Grantees may contract with third party entities to manage all or a portion of the rent administration requirements as outlined in Section XIV to a Grantee with the approval from HUD. Grantee however remains responsible and liable for enforcing all provisions of the RAC and the Cooperative Agreement.

#### **§ PRA.307 Housing Standards for Assisted Units.**

Eligible Multifamily Properties with Assisted Units must comply with:

(a) Applicable State and local laws, codes, ordinances and regulations.

(b) *Smoke detectors* —

- (1) *Performance requirement.* After October 30, 1992, each dwelling unit must include at

least one battery- operated or hard-wired smoke detector, in proper working condition, on each level of the unit. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system, designed for hearing-impaired persons, in each bedroom occupied by a hearing-impaired person.

(2) *Acceptability criteria.* The smoke detector must be located, to the extent practicable, in a hallway adjacent to a bedroom, unless the unit is occupied by a hearing-impaired person, in which case each bedroom occupied by a hearing-impaired person must have an alarm system connected to the smoke detector installed in the hallway.

(c) Assisted Units must meet minimum Uniform Physical Condition Standards as more fully described in 24

C.F.R. 5.703.

(d) Accessibility requirements in accordance with the Fair Housing Act and implementing regulations at 24 CFR part 100, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8 and as applicable, Titles II and III of the Americans with Disabilities Act and implementing regulations at 28 CFR parts 35 and 36, respectively.

#### **§ PRA.308 Default by Owner.**

The RAC will provide:

(a) That if the Grantee determines that the Owner is in default, the Grantee will notify the Owner of the actions required to be taken to cure the default and of the remedies to be applied by the Grantee, including specific performance under the RAC, reduction or suspension of rental assistance payments and recovery of overpayments, where appropriate; and

(b) That if the owner fails to cure the default, the Grantee has the right to terminate the RAC or take other corrective action.

#### **§ PRA.309 Default by Grantee.**

*Rights of HUD if the Grantee defaults under RAC.* The RAC will provide that, in the event of failure of the Grantee to comply with the RAC, the Owner will have the right, if he is not in default, to demand that HUD investigate. HUD will give the Grantee a reasonable opportunity to take corrective action. If HUD determines that a substantial default exists and the Grantee is unwilling or unable to cure, HUD may, at its discretion, take all appropriate remedies under the Cooperative Agreement, including but not limited to assuming the Grantee's rights and obligations under the RAC.

#### **§ PRA.310 Notice Upon Rental Assistance Contract Expiration.**

(a) The Owner will notify each Eligible Family in the Assisted Units, at least 90 days before the end of the RAC term, of any increase in the amount the family will be required to pay as rent which may occur as a result of its expiration. If the Contract is to be renewed but with a reduction in the number of units covered by it, this notice shall be given to each Eligible Family who will no longer be assisted under the Contract.

(b) The notice provided for in paragraph (a) of this section shall be accomplished by:

(1) Sending a letter by first class mail, properly stamped and addressed, to the Eligible Family at its address at the project, with a proper return address; and

(2) Serving a copy of the notice on any adult person answering the door at the leased dwelling unit, placing the notice under or through the door, if possible, or else by

affixing the notice to the door. Service shall not be considered to be effective until both required notices have been accomplished. The date on which the notice shall be considered to be received by the Eligible Family shall be the date on which the owner mails the first class letter provided for in this paragraph, or the date on which the notice provided for in this paragraph is properly given, whichever is later.

(c) The notice shall advise each affected Eligible Family that, after the expiration date of the Contract, the Eligible Family will be required to bear the entire cost of the rent and that the owner will be free (to the extent the project is not otherwise regulated by HUD) to alter the rent without HUD or Grantee approval, but subject to any applicable requirements or restrictions under the lease (HUD-92236-PRA) or under State or local law. The notice shall also state:

- (1) The actual (if known) or the estimated rent which will be charged following the expiration of the Contract;
- (2) The difference between the rent and the Total Tenant Payment toward rent under the Contract; and
- (3) The date the Contract will expire.

(d) The owner shall give HUD a certification that families have been notified in accordance with this section with an example of the text of the notice attached.

#### **§ PRA.311 Financing.**

(a) *Pledge of RAC.* An Owner may pledge, or offer as security for any loan or obligation the RAC, *provided* that such financing is in connection with an Eligible Multifamily Property with Assisted Units subject to these Program Guidelines and approved by Grantee. Any pledge of the RAC or payments there under, will be limited to the amounts payable under the RAC in accordance with its terms.

(b) *Foreclosure and other transfers.* In the event of foreclosure, assignment or sale in lieu of foreclosure, or other assignment or sale of the Eligible Multifamily Property, as may be approved by the Grantee:

- (1) The RAC shall be transferred to the new Owner, and
- (2) Rental Assistance Payments will continue uninterrupted in accordance with the terms of the RAC.

#### **Part D—Owner Requirements**

##### **§ PRA.401 Use Agreement.**

(a) Owners must agree to record a Use Agreement (HUD-92238-PRA) for not less than thirty years, in the form prescribed by HUD.

(b) During the Use Agreement period, Owners shall make the Grantee's approved number of Assisted Units available for occupancy to Eligible Families referred pursuant to the Inter-Agency Partnership Agreement.

##### **§ PRA.402 Responsibilities of Owner.**

(a) *Marketing and Outreach* The Grantee is responsible for identifying the target populations,

developing methods for outreach, and referral and marketing, and maintaining waiting lists for these assisted units as outlined in the Grantee's Inter-Agency agreement and NOFA application. Marketing by the Owner, where applicable (as may be outlined in Grantee's Cooperative Agreement or Inter-Agency Partnership Agreement), must be done in accordance with the Grantee's Affirmative Fair Housing Marketing Plan (HUD-92243-PRA) and all HUD Fair Housing and Equal Opportunity requirements. The purpose of the Plan and requirements is to assure that Eligible Families in the same housing market area have an equal opportunity to apply and be selected for an Assisted Unit regardless of their race, color, national origin, religion, sex, disability or familial status.

(b) *Management and maintenance.* The Owner is responsible for all management functions, including screening of Eligible Applicants in accordance with the Grantee approved tenant selection plan, reexamination and verification of family income and composition, determination of family rent (total tenant payment, tenant rent and utility reimbursement), collection of rent, termination of tenancy and eviction, and performance of all repair and maintenance functions (including ordinary and extraordinary maintenance), and replacement of capital items. All functions must be performed in accordance with applicable nondiscrimination and equal opportunity requirements. Owner has tenant selection responsibilities apart from screening only as provided in the Inter-Agency Agreement.

(c) *Contracting for services.* The Owner may contract with a private or public entity (except the Grantee) for performance of the services or duties required in paragraphs (a) and (b) of this section. However, such an arrangement does not relieve the Owner of responsibility for these services and duties.

(d) *Submission of financial and operating statements.* The Grantee shall establish control measures with the Owner to meet the Grantee's financial requirements of submitting audited annual financial statements that comply with the requirements of OMB Circular Super Circular.

(e) *Use of project funds.* Rental Assistance Payments must be used for the benefit of the Assisted Units.

### **§ PRA.403 Selection and Admission of Eligible Tenants.**

(a) *Application.* The Owner must accept referrals of Eligible Applicants from the Grantee or their designee for determining eligibility with the Owner's Grantee-approved tenant selection plan. Upon request of the Grantee or HUD, the Owner must furnish copies of all applications to HUD and/or the Grantee.

(b) *Determination of eligibility and selection of Eligible Tenants.* The Owner is responsible for:

- (1) obtaining and verifying information related to Social Security Numbers of Eligible Family members in accordance with 24 CFR part 5, subpart B. Owner shall refer to Handbook 4350.3 REV-1, chapters 3-3, B. and C., 3-9, and 3-11, and 3-31 for further guidance;
- (2) obtaining and verifying income through the use of Enterprise Income Verification (EIV), pursuant to 24 C.F.R. 5.233(a)(2). Owner shall refer to Handbook 4350.3 REV-1, chapter 3-30 for further guidance;
- (3) obtaining and verifying information related to income eligibility of Eligible Families in Assisted Units in accordance with 24 CFR part 5, subpart F. Owner shall refer to

Handbook 4350.3 REV-1, chapter 3-30 for further guidance;

- (4) preventing crime in the Assisted Units, including the denial of admission to persons engaged in criminal activity or has certain criminal histories, in accordance with 24 CFR part 5, subpart H. Owner shall refer to Handbook 4350.3 REV-1, chapter 4-27, E. for further guidance.
- (5) complying with protections for victims of domestic violence, dating violence, sexual assault, or stalking, pursuant to 24 CFR part 5, subpart L; and
- (6) complying with all other applicable requirements, including but not limited to the RAC, Project Rental Assistance Program Guidelines, and any other HUD administrative requirements.

(c) If the Owner determines that an applicant is ineligible on the basis of income or family composition, or because of failure to meet the disclosure and verification requirements for Social Security Numbers (as provided by 24 CFR part 5), or because of failure by an applicant to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies (as provided by 24 CFR parts 5), or that the Owner is not selecting the applicant for other reasons, the Owner will promptly notify the applicant and copy the Grantee in writing of the determination and its reasons, and that the applicant has the right to meet with the Owner (or Owner's designee) and has the right to request a reasonable accommodation. The applicant may also exercise other rights if the applicant believes that he or she is being discriminated against on the basis of race, color, national origin, religion, sex, disability or familial status. Records on applicants and approved Eligible Families, which provide racial, ethnic, gender and place of previous residency data required by HUD, must be maintained and retained for three years. Owner shall refer to Handbook 4350.3 REV-1, chapter 4-9 for further guidance on rejecting applicants and denial of rental assistance.

#### **§ PRA.404 Overcrowded and Under Occupied Units.**

If the Owner determines that because of change in family size an Assisted Unit is smaller than appropriate for the eligible family to which it is leased, or that the unit is larger than appropriate, the Owner shall refer to the Grantee's written policies regarding family size, unit transfers and waitlist management. Rental Assistance Payments with respect to the assisted unit will not be reduced or terminated until the eligible family has been transferred to an appropriate size assisted unit. The Grantee should be notified of any changes in family size.

#### **§ PRA.405 Uniform Physical Conditions Standards.**

Owners of Eligible Multifamily Properties with regard to the Assisted Units and related facilities shall comply with the Physical Condition Standards and Inspection Requirements of 24 CFR part 5, Subpart G, including any changes in the regulation and related Directives. In addition, the Owner shall comply with HUD's Physical Condition Standards of Multifamily Properties of 24 CFR part 200, Subpart P, including any changes in the regulation and related Directives.

#### **§ PRA.406 Reviews During Management Period.**

- (a) Prior to occupancy of any Assisted Unit by an Eligible Family, the Eligible Family or their representative
- (b) must be given the opportunity to be present for the move-in unit inspection. The inspection of the Assisted Unit would be completed by both the Owner and the Eligible Family and both shall certify, on a form prescribed or approved by the Grantee, that they have inspected the

Assisted Unit and have determined it to be Decent, Safe, and Sanitary in accordance with the criteria provided in the form. The Owner shall keep a copy of this inspection and make part of the lease as an attachment to the lease. If the Eligible Family waives the right to this inspection, a form prescribed or approved by the Grantee would be signed by the Eligible Family indicating they have waived this right.

(c) The Owner shall perform unit inspections of the Assisted Units on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to access whether a component needs to be repaired or replaced. This will ensure that the Owner is meeting its obligation to maintain the Assisted Units in Decent, Safe, and Sanitary condition.

(d) In addition to annual Owner inspections described in paragraph b above, after the effective date of the RAC, a physical inspection pursuant to Uniform Physical Condition Standards (UPCS) must also be performed of the Assisted Units and related facilities at a frequency that conforms to the property's other existing federal or state housing programs, but at least every 3 years, and at such other times as may be necessary. If multiple federal or state housing programs are layered at the property, the frequency of the physical inspection shall be determined by the most stringent UPCS standard, with a minimum of every 3 years.

(e) In addition:

- (1) HUD may review the Grantee's records as related to the RAC at least annually to determine whether the Grantee is in compliance with the RAC;
- (2) HUD may independently inspect project operations and Assisted Units at any time with reasonable notice prior to inspection; and
- (3) Equal Opportunity reviews may be conducted by HUD at any time.

#### **§ PRA.407 Barrier Free/Accessibility Requirements for Units, Buildings, and Facilities, Including Public and Common Use Areas.**

Owners must meet accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8 and as applicable, Title III of the Americans with Disabilities Act and implementing regulations at 28 CFR part 36. Covered multifamily dwellings as defined in 24 CFR part 100 must also meet the design and construction requirements of the Fair Housing Act. 24 CFR part 100. However, Assisted Units can consist of a mix of accessible units for those persons with physical disabilities and non-accessible units for those persons without physical disabilities.

#### **§ PRA.408 Compliance with Fair Housing and Civil Rights Laws**

Owners must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a), including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title III of the Americans with Disabilities Act; and Section 109 of the Housing and Community Development Act of 1974. Owners must also comply with HUD's Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity requirements. See HUD's Equal Access rules at 24 C.F.R. §§ 5.100, 5.105(a)(2), 5.403 and HUD's final rule published in the *Federal Register* at 77 Fed. Reg. 5662, "Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity."

If the Owner is in a state or jurisdiction that has also passed a law or laws proscribing discrimination in housing based upon sexual orientation or gender identity, or a law or laws proscribing discrimination in housing based on lawful source of income, the Owner must comply with those laws of the states or localities in which the programs or activities are conducted.

**§ PRA.409 Tenant Organization Rights**

Owner shall not impede the reasonable efforts of tenants of the Assisted Units to organize pursuant to 24 CFR part 245, or any successor regulations of 24 CFR part 245, or unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the mortgaged property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to the operation of the mortgaged property.

**§ PRA.410 Effective Communications**

Owners must ensure that all communications are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (see 24 CFR § 8.6) and, as applicable, the Americans with Disabilities Act.

**§ PRA.411 Executive Order 13166**

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," seeks to improve access to federally assisted programs and activities for individuals who, as a result of national origin, are limited in their English proficiency. Owners shall take reasonable steps to ensure meaningful access to their programs and activities to LEP individuals.



**ROSENWALD POINTE  
MEMORANDUM OF UNDERSTANDING**

**THE OWNER**

Rosenwald Pointe Limited Partnership

AND

**THE REAL ESTATE DEVELOPER**

Woda Cooper Development, Inc.

AND

**THE PROPERTY MANAGER**

Woda Management & Real Estate, LLC

AND

**RESIDENT SERVICE PROVIDER**

Valley Community Services Board

**I. BACKGROUND AND INTENT**

This Agreement for services entered into February 27, 2024 is between Rosenwald Pointe Limited Partnership (“Rosenwald Pointe LP”), Woda Cooper Development, Inc., Woda Management & Real Estate, LLC (“WMRE”), and the Valley Community Services Board (“VCSB”). The purpose of this Memorandum of Understanding is to encourage cooperation between Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and VCSB to further detail the separate and distinct roles and responsibilities of each party. The proposed development is called Rosenwald Pointe and is located at approximately 1008 B Street in Waynesboro, Virginia and is approximately 2.96 +/- acres. The site is identified in Exhibit A attached hereto. Rosenwald Pointe will be a 53-unit affordable housing development. The target population for at least 10% of the units (6 units) will have a preference for individuals or families with Intellectual and/or Developmental Disabilities (I/DD) or persons with Serious Mental Illness (SMI) or are homeless, at-risk of homelessness or who have multiple barriers to independent living. Services for tenants will be provided under a separate service agreement, with the expectation that all tenants residing in the 53-unit development of Rosenwald Pointe will have access to the below resident services as needed and as available.

VCSB agrees to provide a dedicated housing specialist to connect residents to and provide residents services. The services for the tenants of Rosenwald Pointe include but are not limited to the following: mental health case management or support coordination and linkage to local service agencies (as-needed) which include tenant stabilization, building support systems, basic tenant needs, benefit assistance, employment related services, healthcare, telehealth or virtual healthcare, mental health, independent living skills such as financial management and budget counseling, benefits counseling, employment training and services, literacy services when necessary,

assistance with obtaining transportation, training in the use of public transportation, and referral to other agencies for other needs. These supportive services will help promote housing stability over time.

Service plans are tenant-driven and participation in services or program compliance are not a condition of tenancy. Tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive services tenants' needs change over time, tenants can receive more or less intensive support services.

VCSB Permanent Supportive Housing (PSH) provides supportive housing for a minimum of 75 individuals with disabilities living in the catchment area. VCSB State Rental Assistance Program (SRAP) provides rental assistance and supportive services for a minimum of 20 individuals with developmental disabilities living in the service area. Rosenwald Pointe agrees to reserve six (6) units for participants in VCSB PSH/SRAP. VCSB PSH/SRAP agrees to provide rental assistance and intensive community-based support services to assist individuals with serious mental illnesses and/or developmental disabilities obtain and retain stable housing in the community.

The property manager (WMRE) and the Resident Service Provider (VCSB) will ensure that the service plans will include goals, benchmarks of individuals/households served, performance measures, and the target population served.

While staff titles may change, it anticipated that the Property Manager, Case Manager, and Resident Service Provider will be the primary staff titles at this time. Service coordination and housing related services will be provided by VCSB, which will serve as the Resident Service Provider. VCSB will provide on-site services at least monthly throughout the compliance period which will be made available to the 53 Units. The VCSB has staff who will provide supportive housing services, perform housing case management activities including initial assessments, completing Support Service Plans, providing referrals and linkages to appropriate services, developing relationships with partner service agencies, encouraging tenant participation in appropriate services, and coordinating onsite activities for tenants in the community and supportive service rooms. VCSB will provide several services and/or linkages to local service agencies (as-needed) which include tenant stabilization, building support systems, basic tenant needs, benefit assistance, employment related services, healthcare, telehealth or virtual healthcare, mental health, independent living skills such as financial management and budget counseling, benefits counseling, employment training and services, literacy services when necessary, assistance with obtaining transportation, training in the use of public transportation, and referral to other agencies for other needs. Onsite services can be provided in the Resident Service Provider onsite office, the homes of the tenants or in the private, HIPAA compliant room that will be dedicated to onsite physical and behavioral healthcare services.

VCSB and WMRE will utilize the designated office space to deliver services and rules around use of meeting spaces, create tenant selection plans with a focus on reducing barriers, limited criminal screening, and conducting individualized assessments in accordance with DPOR's Model Policy for Tenant Screening, reporting, and outcomes data, tenancy support services.

## II. ROLES AND RESPONSIBILITIES

### **Roles of Rosenwald Pointe LP, Woda Cooper Development, Inc., Woda Management & Real Estate, LLC, and Valley Community Services Board**

It is understood that Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and VCSB must work together as a team to effectively meet the needs of tenants requesting services. This level of collaboration will require exceptional, thorough and timely communication between all parties. However, the parties to this agreement understand their separate and distinct responsibilities.

#### **Role and Responsibility of Rosenwald Pointe LP**

Rosenwald Pointe LP is the project owner. As such, Rosenwald Pointe LP will make all major decisions relating to the development of the project. The project owner is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

#### **Role and Responsibility of Woda Cooper Development, Inc.**

Woda Cooper Development, Inc. is the real estate developer. Woda Cooper Development, Inc. will assemble and submit a Low-Income Housing Tax Credit ("LIHTC") application to the Virginia Housing ("VH"), secure all local, state, and federal government approvals and the financing necessary to develop the project. The real estate developer is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

#### **Role and Responsibility of Woda Management & Real Estate, LLC**

WMRE is the property manager. WMRE will be responsible for the overall operations of Rosenwald Pointe LP which include for managing and maintaining the project, marketing, pre-leasing, lease-up, tenant move outs, and compliance with local, state, and federal programs. The property manager is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

#### **Role and Responsibility of Valley Community Services Board**

Valley Community Services Board is the service provider. Valley Community Services Board will provide eligible tenants of Rosenwald Pointe with the services and referrals specified in this MOU. Valley Community Services Board agrees to assess the needs of residents and develop with the Rosenwald Pointe management team, a plan to deliver services and provide every interested resident with information and referrals to local, state, and federal resources. All onsite services will be performed and conducted in designated programmatic space within the community space of Rosenwald Pointe as denoted in the architectural drawings. Services may also be offered off-site or online as needed. The service provider is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

#### **Role and Responsibility of all Parties**

The above-mentioned parties agree in the performance of services and Rosenwald Pointe LP agrees as the project owner, that tenant and client rights are respected and complied with not only as a matter of principle, but also as a matter of practice.

## III. SCOPE OF SERVICES AND EXPECTATIONS

### **Rosenwald Pointe LP**

Rosenwald Pointe LP is the project owner and will be responsible for asset management and will directly:

- Ensure that all regulatory and funding requirements are met.
- Establishes and maintains an annual budget for service coordination.
- Arrange for liability and property insurance for this project.
- Pay all taxes associated with this project.

### **Woda Cooper Development, Inc.**

Woda Cooper Development, Inc. is the real estate developer and will:

- Research, analyze, and select the project site.
- Research and develop financing sources.
- Prepare and submit a LIHTC application to VH.
- Prepare and submit financing applications and other requirements of both private and government lenders.
- Secure all local, state, and federal government approvals and the financing necessary to develop and construct the project.
- Solicit, negotiate, and coordinate the work of all project stakeholders including, but not limited to the following: architect, environmental, general contractor, legal, finance/development, and property management.
- Coordinate all activities related to acquisition.
- Manage construction of the project.

### **Woda Management & Real Estate, LLC**

Woda Management & Real Estate, LLC is the property manager and will:

- Efficiently manage the operations of the project.
- Prepare a management plan and Affirmative Fair Housing Marketing Plan.
- Hire all on-site staff including the property manager and maintenance technician.
- Handle all lease-up efforts and continually market the property for-lease as necessary.
- Work with Valley Community Services Board, the service provider, non-profits, and local and state organizations to request referrals for potential tenants and supportive services.
- Ensure compliance with local, state, and federal program guidelines as it pertains to the property operations and leasing efforts.

### **Valley Community Services Board**

Valley Community Services Board is the resident service provider and will provide the following services on-site, at their offices, or virtually when available and appropriate. These services may be provided directly or through linkages with the service providers. Please see the below list of services which is not exhaustive of all services available.

- Provide a designated housing specialist to be the liaison between property management staff, tenants, and supportive services providers at Rosenwald Pointe.
- Identify VCSB PSH/SRAP participants who would like to live in units at Rosenwald Pointe and assist with completing applications for tenancy.

- Provide and administer rental subsidy for eligible PSH/SRAP participants.
- Provide intensive housing-focused supportive services, mental health case management for VCSB PSH participants with serious mental illness, and support coordination for VCSB SRAP participants with development disabilities.
- Assist VCSB PSH/ SRAP participants understand their rights and responsibilities under fair housing and tenant/ landlord laws. This includes responsibilities of a lease, such as paying rent in a timely manner and requesting a repair.
- Under certain conditions or situations, VCSB housing staff may assist a tenant in dissolving the lease agreement with the landlord prior to the lease term ending.
- Work collaboratively with Rosenwald Pointe staff to promote housing stability.

#### **IV. COMMUNICATION**

Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and Valley Community Services Board staff must work together as a team to effectively meet the needs of the Supportive Housing Tenant. This level of collaboration will require communication among all parties.

All parties agree to keep one another reasonably informed through regular contacts with respect to property management issues, tenant matters, lease violations, rent default notices, and the provision of support services to Supportive Housing Tenants. All parties agree to ensure continuing linkages for the duration of the compliance period.

All parties agree to advise one another of highly pertinent matters in the delivery of supportive services and understand that each is bound by confidentiality standards regarding the exchange of client information. Appropriate releases will be secured when confidential client information needs to be shared. In addition, all parties agree that the programs and services available shall be provided to the benefit of the qualified households or tenants who shall reside at Rosenwald Pointe, subject to determination of eligibility and desire of households to receive them.

WMRE and Valley Community Services Board will work together to develop options that may be used as an alternative to eviction. As such, the team will utilize an eviction prevention plan and incorporate processes which will include guidelines that address eviction prevention, repayment plans, and other lease violations.

In the event that an ASH tenant becomes at risk for eviction and when feasible, eviction prevention plans will be utilized as an alternative to eviction.

#### **V. GENERAL TERMS**

**Terms.** This Agreement will begin effective February 27, 2024 and will continue through February 27, 2025. This Agreement will be automatically renewed with the same terms and conditions annually thereafter except where either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

**Dispute Resolution.** The parties agree to use their best efforts to fulfill their respective responsibilities described in this Agreement. If, in the reasonable and good faith determination of

one of the parties hereto, the other party(ies) is/are not adequately fulfilling such responsibilities, such complaining party must give notice thirty (30) days in advance to the other party(ies), describing in detail what responsibility is not being fulfilled, and allow the other party(ies) that time to correct or remedy the situation. If, after such notice and reasonable period of time to correct or remedy the situation, the other party(ies) has/have still failed to fulfill adequately the responsibilities under this Agreement, the complaining party(ies) shall have the right to terminate this Agreement.

**Termination.** Either party may terminate this Agreement by giving the other party ninety (90) days prior written notice. The party wishing to terminate this agreement for cause must provide a written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) days for the party in breach or default to respond to said notice with an acceptable plan to cure cause for termination.

**Confidentiality.** Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and Valley Community Services Board agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and Valley Community Services Board agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this Agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgement.

**Applicable Law.** This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Virginia, without giving effect to conflicts of laws principles. Venue for any disputes under this Agreement shall lie in Virginia.

**Nondiscrimination.** There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the operations of the project by Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE and Valley Community Services Board.

**Severability.** In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegally or unenforceability shall not affect the validity, legality and enforceability of the remainder of the Agreement.

**Amendments.** This Agreement may be amended only in writing and authorized by the designated representative of Rosenwald Pointe LP, Woda Cooper Development, Inc., Woda Management & Real Estate, LLC, and Valley Community Services Board.

**Indemnity.** Each party to this Agreement hereby agrees to indemnify, defend and hold harmless, the other party(ies), including the respective officers, directors and employees of the indemnified party and their agents, and the Project from and against any and all claims, demands, losses, liabilities, actions, liens, lawsuits and other proceedings, judgments and awards, and from costs

and expenses, (including without limitation reasonable attorneys' fees) arising directly or indirectly, in whole or in part, out of the negligence, willful misconduct or omissions of the indemnifying party or any of its partners, officers, directors, agents or employees. The provisions of this Section shall survive termination of this Agreement and any transfer or conveyance of the Project or of any interest in the Project.

**Counterparts.** This Agreement may be signed in multiple counterparts, each of which will be an original, and all of which together shall constitute one and the same document. The parties agree that a signature affixed to any counterpart of this Agreement and delivered by facsimile or email shall be valid, binding and enforceable against such party, it being understood that all parties need not sign the same counterpart.

## **VI. PRIMARY CONTACTS**

**Owner: Rosenwald Pointe Limited Partnership**

Name: Gregory Mustric  
Phone: 614-396-3222  
Email: [gmustric@wodagroup.com](mailto:gmustric@wodagroup.com)

**Real Estate Developer: Woda Cooper Development, Inc.**

Name, Title: Gregory Mustric, Vice President  
Phone: 614-396-3222  
Email: [gmustric@wodagroup.com](mailto:gmustric@wodagroup.com)

**Property Manager: Woda Management and Real Estate, LLC**

Name, Title: Kathleen Osterman, Regional Vice President  
Phone: 614-396-3200  
Email: [kosterman@wodagroup.com](mailto:kosterman@wodagroup.com)

**Resident Service Provider: Valley Community Services Board**

Name, Title: Lydia Campbell, CSAC, QMHP-A, Community Based Services Manager  
Phone: 540-213-7542  
Email: [lcampbell@vcsb.org](mailto:lcampbell@vcsb.org)

**[END OF DOCUMENT -SIGNATURE PAGE FOLLOWS]**

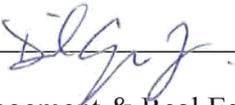
Signature Page

Signed:   
Authorized Representative  
Rosenwald Pointe Limited Partnership

Date: 2/27/2024

Signed:   
President  
Woda Cooper Development, Inc.

Date: 2/27/2024

Signed:   
President  
Woda Management & Real Estate, LLC

Date: 2/27/2024

Signed:   
31C9AB4C8758454...  
Executive Director  
Valley Community Services Board

Date: 2/27/2024

Exhibit A







3/1/2024

**Gregory G. Mustic**

**Vice President**

Woda Cooper Companies, Inc.

500 S. Front St., 10th Floor, Columbus OH 43215

[GMustric@wodagroup.com](mailto:GMustric@wodagroup.com)

614.207.1314

Subject: HUD Utility Model Methodology for Rosenwald Pointe VA

### **Methodology**

The Utility Analysis for the project was achieved by using the HUD Utility Schedule Model. This model calculates the schedule by housing types after entering utility rates from the local utility company and degree day weather information for the locality being analyzed.

This version of the Model eliminates anomalous results by simplifying the algorithms to ensure proper sequencing of consumption estimates across bedroom sizes and/or structural types.

A copy of the HUD Energy Model Excel Spreadsheet is attached that shows the climate data and tariffs used to calculate the analysis of the unit types. If rates for a utility service were not available online, data from the actual units in the project was used for that service.

The enclosed energy consumption model report includes the following:

- \* A Project Summary (page 2)
- \* Estimated monthly utility cost projections per HUD guidelines per property and per unit type (pages 3)
- \* Sol's relevant experience and statement of non-relationship, non-affiliation with the project owner (page 4)
- \* Sol's company profile along with relevant staff resumes (pages 5-11)

Sincerely,

A handwritten signature in blue ink, appearing to read "Sanyog B. Rathod".

**Sanyog B. Rathod, AIA, LEED AP + Homes**

President, Sol Developments LLC

501 East 13th St, Cincinnati, OH 45202

Mobile: 513-939-8400, Fax: 513-455-8227

[Email: sanyogr@solconsults.com](mailto:sanyogr@solconsults.com)

A handwritten signature in blue ink, appearing to read "Christopher M. Dwyer".

**Christopher M. Dwyer**

Vice President, Energy - Sol Developments LLC RESNET Rater # 2783440

501 East 13th St, Cincinnati, OH 45202

Mobile: 513-884-7415, Fax: 513-455-8227

[Email: chrisd@solconsults.com](mailto:chrisd@solconsults.com)

Rosenwald Pointe VA - Utility Allowance Calculator

2024-03-01

Project Contact: Gregory G. Mustic  
 Client Phone: 614.207.1314  
 Client email: GMustic@wodaagroup.com

Contact Position: Vice President  
 Company: Woda Cooper Companies, Inc.  
 Company Address: 500 S. Front St., 10th Floor, Columbus OH 43215

PROJECT SUMMARY - Rosenwald Pointe VA								LIHTC Units by Property by Bedroom Count					Utility or Service for Property						
Property	Street Address	City, ST Zip	HUD Project Classification Small or Large Apt?	TOTAL # of Units	LIHTC # of Units	Green Discount Certification Type	Total Utility Allowance (\$/month)	0 BR	1 BR	2 BR	3 BR	5 BR	Space Heating	Cooking	Other Electric	Air Conditioning	Water Heating	Water	Sewer
1 Rosenwald Pointe	1008 B Street	Waynesboro, VA 22980	Large Apartment Bldgs. (5+ units)	53	53	LEED	\$ 7,951	0	10	32	11	0	Electric Heat Pump	Electric	Electric	Electric	Electric	Tenant Pays	Tenant Pays



**Rosenwald Pointe VA - Utility Allowance Calculator**

**Property** Rosenwald Pointe  
 1008 B Street  
 Waynesboro, VA 22980

**Allowances for Tenant-Furnished Utilities and Other Services**

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

Locality		Green Discount	Unit Type					Date
Waynesboro, VA 22980		LEED	Large Apartment Bldgs. (5+ units)					03/01/24
<b>Monthly Dollar Allowances</b>								
Utility or Service		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Electric Heat Pump	6.40	7.53	8.94	10.02	10.69	11.03	
Cooking	Electric	1.97	2.31	3.35	4.38	5.41	6.45	
Other Electric	Electric	7.42	8.73	12.14	15.56	18.97	22.39	
Air Conditioning	Electric	1.51	1.77	2.46	3.14	3.82	4.68	
Water Heating	Electric	4.98	5.85	7.47	9.09	10.70	12.32	
Water	Tenant Pays	28.21	30.21	43.57	63.60	83.64	103.67	
Sewer	Tenant Pays	43.56	46.72	67.79	99.40	131.01	162.62	
<b>TOTAL (per unit type)</b>		94	103	146	205	264	323	
<b>Unit count (by bedroom)</b>		0	10	32	11	0	0	
<b>TOTAL (all units)</b>		0	1031	4663	2257	0	0	
<b>TOTAL Monthly Allowance (Project)</b>							\$	<b>7,951</b>



3/1/2024

**Gregory G. Mustic**

**Vice President**

Woda Cooper Companies, Inc.

500 S. Front St., 10th Floor, Columbus OH 43215

[GMustic@wodagroup.com](mailto:GMustic@wodagroup.com)

614.207.1314

Subject: Statement of Sol experience and non-affiliation with ownership of Rosenwald Pointe VA

Dear Gregory G. Mustic,

We have attached copies of our firm profile and resumes which should suffice as a description of our experience in affordable housing and energy analysis, including Energy Ratings, Energy Star Multifamily New Construction, Green Certification Programs (LEED, EGC, NGBS, PHIUS), and utility-sponsored incentive programs.

Sol design + consulting is an Energy Star Homes Rater (see attached listing), and Chris Dwyer is the RESNET-certified HERS Rater and QAD Provider, ASHRAE Building Commissioning Professional and ASHRAE Building Energy Model Professional.

This letter is also to certify that Sol design + consulting, LLC. is not affiliated with the ownership of Rosenwald Pointe VA project, as defined in Section 267(b) or 707(b) of the IRS regulations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sanyog B. Rathod".

**Sanyog B. Rathod, AIA, LEED AP + Homes**

President, Sol Developments LLC

501 East 13th St, Cincinnati, OH 45202

Mobile: 513-939-8400, Fax: 513-455-8227

[Email: sanyogr@solconsults.com](mailto:sanyogr@solconsults.com)

A handwritten signature in blue ink, appearing to read "Christopher M. Dwyer".

**Christopher M. Dwyer**

Vice President, Energy - Sol Developments LLC RESNET Rater # 2783440

501 East 13th St, Cincinnati, OH 45202

Mobile: 513-884-7415, Fax: 513-455-8227

[Email: chrisd@solconsults.com](mailto:chrisd@solconsults.com)

# *Sol design + consulting is a leader in sustainable design, green affordable housing, and high-performance retrofits.*

## **Firm History**

Sol design + consulting was formed in 2006 by architect Sanyog Rathod, AIA, as a one-person firm providing a range of green building design and consulting services. The firm is dedicated to facilitating the balance of economic, environmental and social considerations early in project development.

Sol quickly became a regional leader in LEED Homes Midrise certification, developing a specialty in multifamily affordable housing and commercial mixed-use developments. As the firm has grown it has broadened its focus to include certifications such as Passive House and Living Building Challenge, and has expanded its services to include design-stage consulting for architects and architectural design on select high-performance projects.

Today the company is growing at double digit rates, employs 14 professionals (including 4 staff with PHIUS certifications), and is actively recruiting top candidates for new green building positions.

## **By the Numbers**

- Over 450 projects certified (over 8,000 units)
- 202 affordable housing projects
- 134 multifamily housing projects
- Over 50 multifamily retrofit projects
- Certified the largest LEED Homes project in the world (617 units in one phase): Riyadh
- 14 full-time staff
- Offices in Cincinnati and Cleveland

## **Key Clients**

Woda Group | National Church Residences | The Model Group | General Electric | Carter USA  
Burgess and Niple | Habitat for Humanity

## **Services**

Passive House | ENERGY STAR | Zero Energy Ready Homes  
LEED | Enterprise Green Communities | Living Building Challenge

## **Capabilities**

Energy modeling | Daylight simulation | Life Cycle Assessment | Hygrothermal analysis  
Thermal bridging analysis | Building diagnostics | Testing & verification | Architectural design

*Relevant work:  
Net Zero Energy, Passive House, affordable housing,  
and high-performance retrofits*



**Fairwood Commons** - New Construction - PHIUS+ LEED Platinum

This affordable senior living development is on track to become the first multifamily Passive House in Ohio. Sol is providing CPHC, PHIUS+ Rater, and LEED Provider services. We worked closely with the project team during design to develop constructable, cost-effective details that could achieve PHIUS performance requirements on budget. We are also providing construction-phase testing and verification services.



**Terminal Tower** - Retrofit - Enterprise Green Communities

A retrofit of an iconic 1930 high-rise in Cleveland, Ohio. Sol is providing energy modeling and EGC consulting services for a substantial retrofit of 300 units. The project incorporates new wall insulation, upgraded HVAC systems, and high-efficiency lighting and appliances. The result in an estimated 28% reduction in energy use from the baseline model.



**The Standard Building** - Retrofit - Enterprise Green Communities

A retrofit of a 350,000 s.f. historic building in Cleveland, Ohio. Sol provided energy audit, energy modeling and EGC consulting services. The project is on track to achieve an estimated 21% reduction in energy use as a result of the improvements, which include refurbished windows, updated HVAC and DHW systems, and efficient appliances.



**Price Hill Will Retrofit Analysis** - Retrofit - Energy & financial analysis

Price Hill Will, a nonprofit redevelopment corporation in Cincinnati, Ohio, retained Sol to determine the best use of limited project budgets to achieve deepest energy savings in their residential retrofits. Sol provided energy modeling and financial payback analysis on a dozen prototypical properties in order to identify the most cost-effective set of strategies. We also identified characteristics of a "better than cash neutral" property, in which increase in mortgage was more than offset by energy cost savings.

## REALIZE INDUSTRIALIZED RETROFITS - Firm Qualifications



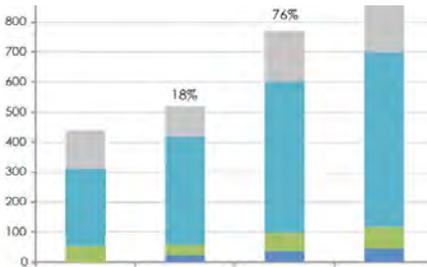
### Muncy Greene - New Construction - PHIUS+

Muncy Greene is a 60-unit semi-detached Passive House targeted affordable senior housing development in Muncy, Pennsylvania. Sol is providing CPHC, PHIUS+ Rater, and Enterprise Green Community certification services.



### Prescott Greene - Retrofit - LEED Silver

A retrofit of an existing wood-framed 32-unit apartment complex. Sol provided building diagnostics, thermal imaging, energy modeling, and LEED Provider & Rater services. The buildings were re-clad; in this process exterior insulated sheathing was added to improve energy performance.



### Green Historic Study & Life Cycle Assessment

Sol collaborated with the OTR Foundation, Habitat for Humanity, and OTR Community Housing, among others, to document best practices for green retrofits of historic buildings in Cincinnati's historic Over-the-Rhine neighborhood. Sol provided energy modeling and Life Cycle Analysis for this project in order to quantify the embodied energy credit for retrofitting existing buildings (rather than building new). Following this study, Sol worked with Habitat for Humanity to retrofit two buildings.

[http://www.otrfoundation.org/Docs/OTR\\_GREEN\\_HISTORIC\\_STUDY.pdf](http://www.otrfoundation.org/Docs/OTR_GREEN_HISTORIC_STUDY.pdf)



### Habitat Homes - Renovation - LEED Silver

Sol worked closely with Cincinnati Habitat for Humanity, OTR Community Housing, and the OTR Foundation to create their first LEED-certified historic renovation. Sol provided energy modeling and Life Cycle Assessment, as well as LEED Rater and Provider services.

<http://www.otrfoundation.org/Docs/2011OTRFLifeCycleStudy.pdf>



### Elm Street Historic Renovation - Retrofit - LEED Platinum

This LEED Platinum-targeted retrofit of a historic brick masonry building in Cincinnati included a high-performance envelope upgrade, including the addition of R-10 insulation on the interior of existing walls, new windows, and detailing to achieve high airtightness and prevent moisture issues. Sol served as the architect of record, energy modeler, and LEED Provider.



## **SANYOG RATHOD** AIA, CPHC, LEED AP Homes

President, CEO

Sanyog Rathod is the founder and CEO of Sol design + consulting. As a LEED for Homes Provider-QAD and Green Rater, Sanyog has certified over 4,000 residential and commercial units in over 15 states and globally. Sol recently certified the first Platinum LEED for Homes project in all of Middle East, and certified nation's first LEED for Homes Midrise Platinum housing for homeless in 2010.

Sanyog is a Licensed Architect with a Master's degree in Architecture, and brings 25 years of international design and construction experience of working on large complex projects. He maintains highest standards of global knowledge, experience and leadership in sustainable design through active involvement in the profession, academia and community.

### **Awards, Recognitions, and Publications**

- Business Courier's Top 20 People to Know in Green Business 2015
- Green Business Award recipient 2013
- Green Business Award Nomination 2014
- Five green concepts of Future article in Business Courier Jan-2015
- Habitat for Humanity Recognition for Service 2013
- Cincinnati Preservation Association Award 2014
- View on Vine Project Recognition for Service 2015
- Hindu Temple of Central Indiana Recognition for Service 2015

### **Education**

- Faculty & Board Member at Xavier's University – Sustainability Program
- Faculty at University of Cincinnati, Department of Art Architecture & Design- Sustainability Studio
- Faculty at Cincinnati State – Energy Modeling and Audit

### **Relevant Project Experience**

- Fairwood Commons, Columbus, Ohio (PHIUS+, LEED Platinum targeted): CPHC, LEED Provider for first multifamily Passive House in Ohio
- Evanswood Residence, Cincinnati, Ohio (LEED Gold targeted): Architect, LEED Provider
- Elm Street Historic Renovation, Cincinnati, Ohio (LEED Platinum targeted): Architect, LEED Provider
- Muncy Green, Muncy Green, Pennsylvania (PHIUS+ Certification): CPHC



**CHRIS DWYER** *PHIUS+ Rater*

Vice President, Energy

Chris Dwyer is the Director of Energy at Sol design + consulting. Chris brings over twelve years of engineering expertise related to building energy modeling, diagnostics, demand-side utility management, and performance improvements, applicable to Passive House, ENERGY STAR Ratings, and LEED Certifications. Chris is the PHIUS+ Rater on two large multi-family projects in Ohio and Pennsylvania pursuing Passive House certification. He is a licensed HERS Rater for the Energy Star program, and is also licensed by the American Society of Non-destructive Testing as a Level I I&II Thermographer to provide infrared inspections services. Mr. Dwyer also brings renewable energy consulting, design and installation expertise to our team. As a Rater Chris has helped deliver over 5,000 residential and commercial certified units in over 20 states and globally.

**Experience**

- 2008 to present: Director of Energy at Sol Design + Consulting
- 2008 to 2010: Building Performance Institute (BPI) Instructor, Cincinnati State University
- 2005 to 2010: Founder, CEO of Emotiv Energy  
Founded and directed a company specializing in building energy modeling, diagnostics, and performance improvements.
- 2007 to 2010: Infrared Inspection Specialist, TrendFormers
- 2007 to 2009: Project Manager at Blue Chip Solar and Wind

**Education**

- M.A. Secondary Education, Xavier University, 2004
- B.S. Physics, Cum Laude, University of Cincinnati, 2003
- Universidad de Valencia (Spain), cultural study program, 2002

**Relevant Credentials**

- PHIUS+ Rater
- RESNET HERS Home Energy Rater
- BPI Building Analyst and Instructor
- NAHB Green Verifier

**Relevant Project Experience**

- Fairwood Commons, Columbus, Ohio (LEED Platinum, PHIUS+ targeted): PHIUS+ Rater for first multifamily Passive House in Ohio. Responsible for WUFI energy model and coordinating PHIUS documentation and submission.
- Muncy Green, Muncy Green, Pennsylvania (PHIUS+ targeted): PHIUS+ Rater and WUFI energy modeler for 60-unit semi-detached Passive House development.
- Served as LEED Rater for over 5,000 residential and commercial units.

Proudly awarded to

**CHRIS DWYER**

for attendance at:

**CERTIFIED ENERGY MANAGER ONLINE TRAINING  
PROGRAM**

Online | March 7 - 11, 2022

**CREDITS EARNED**

CEU: 1.2 | PDH: 12.5 | AEE Credits: 2.5



---

EXECUTIVE DIRECTOR

# New Homes Partners in Ohio

The simple choice for energy efficiency.

ENERGY EFFICIENT  
products

ENERGY SAVINGS  
at home

ENERGY EFFICIENT  
new homes

ENERGY STRATEGIES FOR  
buildings & plants

Home » Energy Efficient New Homes

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[New Home Construction Professionals](#)

### Program Indicators in Ohio [Compare to other states](#)

- 52,420 ENERGY STAR certified homes built to date
- 0 ENERGY STAR certified homes built 2019 to date
- 1,320 ENERGY STAR certified homes built in 2018
- 110 ENERGY STAR for Homes Partners

### Based on national averages, ENERGY STAR certified homes built in 2018 are the equivalent of:

- Reducing CO<sub>2</sub> emissions by 1,908 metric tons
- Growing 48,840 tree seedlings for 10 years
- Avoiding the consumption of 4,438 barrels of oil
- Removing 409 passenger vehicles from the road

[Back to National Search](#)

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[Find Incentives in Ohio](#)

[Find Raters Serving Ohio](#)

Name	Partner Since	Homes Certified Jan 2018 - Dec 2018*	Homes Certified State Total <sup>1</sup>	Homes Certified Grand Total <sup>1</sup>
5 Star Energy Solutions, LLC 513-616-7455 Dayton; Other Areas in Ohio	2010	0	389	391
All Construction/Mooney & Moses 330-220-6666 Cleveland-Elyria	2010	1	89	102
Eco-Haven Building Systems 570-660-1122 Columbus	2010	5	1	48
Sol Design + Consulting 513-381-4479 Cincinnati; Cleveland-Elyria; Columbus; Other Areas in Ohio	2010	88	505	697
Tacoma Energy LLC 614-899-8990 Cincinnati; Columbus; Toledo	2010	188	1,717	2,227
Agreenergy, LLC 330-844-0791 Akron; Canton-Massillon; Cleveland-Elyria; Other Areas in Ohio	2011	6	252	252
EnerSol, LLC. 419-891-2112 Toledo; Other Areas in Ohio	2013	13	60	64
Building Performance Solutions, LLC 540-252-4503 Cincinnati; Columbus; Lima; Other Areas in Ohio	2014	820	1,257	2,343
Energy Matters, LLC 614-489-9580 Columbus	2016	0	2	2
Focus on Green, LLC 513-277-1552 Cincinnati	2016	0	1	1

\* There is a reporting period for submitting ENERGY STAR certified homes data that occurs after the end of each calendar quarter. The "Homes Certified" columns are updated for all partners after home report information has been approved by EPA.

# **Tab R:**

Documentation of Utility Allowance calculation



Rosenwald Pointe  
March 12, 2024

## Operating Budget

Operating Expenses for Rosenwald Pointe were conservatively estimated based on 2023 actual results from one of Woda Management and Real Estate's comparable Virginia properties: Liberty Pointe. This project consists of 48 units designated for family tenancy. Therefore, this was deemed to be a comparable property due to geographic location, tenancy, size and building type.

The sum of Maintenance Payroll and Other Maintenance Expenses for Rosenwald Pointe is similar to what was actually incurred at Liberty Pointe. Rosenwald's higher payroll budget in this area will allow it to reduce dependency on third-party contracts. Rosenwald Pointe will have a full-time site manager and service technician. Administrative costs for Rosenwald Pointe were slightly budgeted higher than Liberty Pointe's actual expenditures since Rosenwald will offer free Wi-Fi and Telehealth services. Common area electric costs were budgeted similarly to what was spent at Liberty Pointe. Insurance costs were budgeted in line with Liberty Pointe's adjusted for anticipated year-over-year inflationary increases in Woda Management & Real Estate's portfolio-wide insurance policy.

Rosenwald Pointe's Real Estate Taxes were based upon the City of Waynesboro's rate of \$.77/\$100 of assessed value. The assessed value was estimated using the income approach. The Management Fee was calculated at 6% of EGI. Lastly, Replacement Reserves were calculated using the minimum standard of \$300 per unit.

Attached are the 2023 operating expenses for Liberty Pointe compared to Rosenwald Pointe as well as the "Budget" tab of the Rosenwald Pointe Reservation Application.

Liberty Pointe (1306)

**Income Statement**

Period = Jan 2023-Dec 2023

Book = Accrual

	<b>Liberty Pointe Actual (48 units)</b>	<b>Liberty Pointe Per Unit</b>	<b>Rosenwald Pointe Budgeted Per Unit</b>
<b>OPERATING EXPENSES</b>			
<b>MAINTENANCE EXPENSES</b>			
Maintenance Supplies	11,633.17	242.36	
Lawn Care & Supplies	7,475.00	155.73	
Elevator Costs	5,001.34	104.19	
Security Monitoring Contracts	7,997.23	166.61	
Contract Maintenance	3,836.10	79.92	
Repairs Services	1,275.00	26.56	
Plumbing Repairs Services	3,264.00	68.00	
Electrical Repairs Services	667.00	13.90	
HVAC Repairs	6,220.35	129.59	
Painting Supplies and Services	11,776.87	245.35	
Janitorial Contracts	9,434.00	196.54	
Exterminating Contract	1,459.50	30.41	
<b>TOTAL MAINTENANCE EXPENSES</b>	<b>70,039.56</b>	<b>1,459.16</b>	<b>1,000.00</b>
<b>MAINTENANCE PAYROLL</b>			
Maintenance Salary	19,287.77	401.83	
Maintenance Payroll Burden	1,063.22	22.15	
Maintenance Benefits/Insurance	374.82	7.81	
Maintenance Temporary Payroll Services	3,816.00	79.50	
Maintenance Training / Seminars	200.00	4.17	
<b>TOTAL MAINTENANCE PAYROLL</b>	<b>24,741.81</b>	<b>515.45</b>	<b>825.00</b>
<b>UTILITIES</b>			
Electric	1,439.17	29.98	
Electric - Common Area	8,803.25	183.40	
Water	9,370.08	195.21	
Sewer	19,390.68	403.97	
Trash	19,210.67	400.22	
Occupied Unit - Tenant Reimbursables	562.39	11.72	
Occupied Unit - Tenant Reimbursements	-2,171.55	-45.24	
<b>TOTAL UTILITIES</b>	<b>56,604.69</b>	<b>1,179.26</b>	<b>600.00</b>
<b>ADMINISTRATIVE PAYROLL</b>			
Manager Salary	21,026.70	438.06	
Manager Payroll Burden	1,064.51	22.18	
Manager Benefits/Insurance	418.38	8.72	
Management Training/Seminars	2,072.52	43.18	
Manager Misc Personal Expenses/Incentives	95.52	1.99	
<b>TOTAL ADMINISTRATIVE PAYROLL</b>	<b>24,677.63</b>	<b>514.12</b>	<b>825.00</b>
<b>MANAGEMENT FEES</b>			
Base Management Fee	28,153.47	586.53	
<b>TOTAL MANAGEMENT FEES</b>	<b>28,153.47</b>	<b>586.53</b>	<b>606.00</b>
<b>ADMINISTRATIVE EXPENSES</b>			
Advertising / Marketing / Resident Retention	1,319.71	27.49	
State Agency Monitoring Fees	2,160.00	45.00	
Audit & Tax Return Fee	5,741.00	119.60	
Bank Charges	191.17	3.98	
Computer Services/Fees	6,995.25	145.73	
Credit/Criminal Reports/Resident Screening	2,443.15	50.90	
Legal/Evictions	12,918.00	269.13	
Office Supplies	2,034.96	42.40	
Postage	137.85	2.87	
Service Coordinator Fees	150.00	3.13	
Telephone	4,967.15	103.48	
Internet/Cable	7,565.57	157.62	
Miscellaneous Administrative	1,650.00	34.38	
<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>48,273.81</b>	<b>1,005.70</b>	<b>1,172.00</b>
<b>INSURANCE, TAXES AND LICENSES</b>			
Property Insurance	15,619.39	325.40	400.00
Property Taxes	30,205.36	629.28	540.00
Licenses & Fees	1,579.00	32.90	29.00
<b>TOTAL INSURANCE, TAXES AND LICENSES</b>	<b>47,403.75</b>	<b>987.58</b>	<b>969.00</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>299,894.72</b>	<b>6,247.81</b>	<b>5,997.00</b>

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,590
2. Office Salaries			\$0
3. Office Supplies			\$16,695
4. Office/Model Apartment	(type		\$0
5. Management Fee			\$32,160
	<u>6.00%</u> of EGI	<u>\$606.79</u>	Per Unit
6. Manager Salaries			\$39,400
7. Staff Unit (s)	(type		\$0
8. Legal			\$3,480
9. Auditing			\$5,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$4,240
12. Tax Credit Monitoring Fee			\$1,855
13. Miscellaneous Administrative			\$29,240
<b>Total Administrative</b>			<b>\$133,660</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$13,850
16. Water			\$8,500
17. Gas			\$0
18. Sewer			\$9,450
<b>Total Utility</b>			<b>\$31,800</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$5,500
21. Janitor/Cleaning Contract			\$2,100
22. Exterminating			\$3,000
23. Trash Removal			\$6,400
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$3,575
27. Grounds Contract			\$4,000
28. Maintenance/Repairs Payroll			\$39,400
29. Repairs/Material			\$10,000
30. Repairs Contract			\$6,500
31. Elevator Maintenance/Contract			\$6,000
32. Heating/Cooling Repairs & Maintenance			\$2,850
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$1,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$2,075
37. Miscellaneous			\$0
<b>Totals Operating &amp; Maintenance</b>			<b>\$92,400</b>

**Taxes & Insurance**

38. Real Estate Taxes			\$28,620
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**M. OPERATING EXPENSES**

39. Payroll Taxes		\$5,150
40. Miscellaneous Taxes/Licenses/Permits		\$1,537
41. Property & Liability Insurance	\$400 per unit	\$21,200
42. Fidelity Bond		\$0
43. Workman's Compensation		\$500
44. Health Insurance & Employee Benefits		\$3,000
45. Other Insurance		\$0
<b>Total Taxes &amp; Insurance</b>		<b>\$60,007</b>
<b>Total Operating Expense</b>		<b>\$317,867</b>

**Total Operating Expenses Per Unit** \$5,997    **C. Total Operating Expenses as % of EGI** 59.30%

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

<b>Total Expenses</b>	<b>\$333,767</b>
-----------------------	------------------



3/1/2024

**Gregory G. Mustric**  
**Vice President**

Woda Cooper Companies, Inc.  
500 S. Front St., 10th Floor, Columbus OH 43215  
[GMustric@wodagroup.com](mailto:GMustric@wodagroup.com)  
614.396.3222

Subject: HUD Utility Model Methodology for Rosenwald Pointe VA

### **Methodology**

The Utility Analysis for the project was achieved by using the HUD Utility Schedule Model. This model calculates the schedule by housing types after entering utility rates from the local utility company and degree day weather information for the locality being analyzed.

This version of the Model eliminates anomalous results by simplifying the algorithms to ensure proper sequencing of consumption estimates across bedroom sizes and/or structural types.

A copy of the HUD Energy Model Excel Spreadsheet is attached that shows the climate data and tariffs used to calculate the analysis of the unit types. If rates for a utility service were not available online, data from the actual units in the project was used for that service.

The enclosed energy consumption model report includes the following:

- \* A Project Summary (page 2)
- \* Estimated monthly utility cost projections per HUD guidelines per property and per unit type (pages 3)
- \* Sol's relevant experience and statement of non-relationship, non-affiliation with the project owner (page 4)
- \* Sol's company profile along with relevant staff resumes (pages 5-11)

Sincerely,

A handwritten signature in blue ink, appearing to read "Sanyog B. Rathod".

**Sanyog B. Rathod, AIA, LEED AP + Homes**  
President, Sol Developments LLC  
501 East 13th St, Cincinnati, OH 45202  
Mobile: 513-939-8400, Fax: 513-455-8227  
[Email: sanyogr@solconsults.com](mailto:sanyogr@solconsults.com)

A handwritten signature in blue ink, appearing to read "Christopher M. Dwyer".

**Christopher M. Dwyer**  
Vice President, Energy - Sol Developments LLC RESNET Rater # 2783440  
501 East 13th St, Cincinnati, OH 45202  
Mobile: 513-884-7415, Fax: 513-455-8227  
[Email: chrisd@solconsults.com](mailto:chrisd@solconsults.com)

Rosenwald Pointe VA - Utility Allowance Calculator

2024-03-01

Project Contact	Gregory G. Mustric	Contact Position	Vice President
Client Phone	614.396.3222	Company	Woda Cooper Companies, Inc.
Client email	GMustric@wodaagroup.com	Company Address	500 S. Front St., 10th Floor, Columbus OH 43215

PROJECT SUMMARY -		Rosenwald Pointe VA						LIHTC Units by Property by Bedroom Count					Utility or Service for Property						
Property	Street Address	City, ST Zip	HUD Project Classification	TOTAL # of Units	LIHTC # of Units	Green Discount Certification Type	Total Utility Allowance (\$/month)	0 BR	1 BR	2 BR	3 BR	5 BR	Space Heating	Cooking	Other Electric	Air Conditioning	Water Heating	Water	Sewer
1 Rosenwald Pointe	1008 B Street	Waynesboro, VA 22980	Large Apartment Bldgs. (5+ units)	53	53	LEED	\$ 7,951	0	10	32	11	0	Electric Heat Pump	Electric	Electric	Electric	Electric	Tenant Pays	Tenant Pays



**Rosenwald Pointe VA - Utility Allowance Calculator**

**Property** Rosenwald Pointe  
 1008 B Street  
 Waynesboro, VA 22980

**Allowances for Tenant-Furnished Utilities and Other Services**

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

Locality		Green Discount	Unit Type					Date
Waynesboro, VA 22980		LEED	Large Apartment Bldgs. (5+ units)					03/01/24
<b>Monthly Dollar Allowances</b>								
Utility or Service		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Electric Heat Pump	6.40	7.53	8.94	10.02	10.69	11.03	
Cooking	Electric	1.97	2.31	3.35	4.38	5.41	6.45	
Other Electric	Electric	7.42	8.73	12.14	15.56	18.97	22.39	
Air Conditioning	Electric	1.51	1.77	2.46	3.14	3.82	4.68	
Water Heating	Electric	4.98	5.85	7.47	9.09	10.70	12.32	
Water	Tenant Pays	28.21	30.21	43.57	63.60	83.64	103.67	
Sewer	Tenant Pays	43.56	46.72	67.79	99.40	131.01	162.62	
<b>TOTAL (per unit type)</b>		94	103	146	205	264	323	
<b>Unit count (by bedroom)</b>		0	10	32	11	0	0	
<b>TOTAL (all units)</b>		0	1031	4663	2257	0	0	
<b>TOTAL Monthly Allowance (Project)</b>							\$	<b>7,951</b>



3/1/2024

**Gregory G. Mustric**  
**Vice President**

Woda Cooper Companies, Inc.  
500 S. Front St., 10th Floor, Columbus OH 43215  
[GMustric@wodagroup.com](mailto:GMustric@wodagroup.com)  
614.396.3222

Subject: Statement of Sol experience and non-affiliation with ownership of Rosenwald Pointe VA

Dear Gregory G. Mustric,

We have attached copies of our firm profile and resumes which should suffice as a description of our experience in affordable housing and energy analysis, including Energy Ratings, Energy Star Multifamily New Construction, Green Certification Programs (LEED, EGC, NGBS, PHIUS), and utility-sponsored incentive programs.

Sol design + consulting is an Energy Star Homes Rater (see attached listing), and Chris Dwyer is the RESNET-certified HERS Rater and QAD Provider, ASHRAE Building Commissioning Professional and ASHRAE Building Energy Model Professional.

This letter is also to certify that Sol design + consulting, LLC. is not affiliated with the ownership of Rosenwald Pointe VA project, as defined in Section 267(b) or 707(b) of the IRS regulations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sanyog B. Rathod".

**Sanyog B. Rathod, AIA, LEED AP + Homes**  
President, Sol Developments LLC  
501 East 13th St, Cincinnati, OH 45202  
Mobile: 513-939-8400, Fax: 513-455-8227  
[Email: sanyogr@solconsults.com](mailto:sanyogr@solconsults.com)

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**Christopher M. Dwyer**  
Vice President, Energy - Sol Developments LLC RESNET Rater # 2783440  
501 East 13th St, Cincinnati, OH 45202  
Mobile: 513-884-7415, Fax: 513-455-8227  
[Email: chrisd@solconsults.com](mailto:chrisd@solconsults.com)

# *Sol design + consulting is a leader in sustainable design, green affordable housing, and high-performance retrofits.*

## **Firm History**

Sol design + consulting was formed in 2006 by architect Sanyog Rathod, AIA, as a one-person firm providing a range of green building design and consulting services. The firm is dedicated to facilitating the balance of economic, environmental and social considerations early in project development.

Sol quickly became a regional leader in LEED Homes Midrise certification, developing a specialty in multifamily affordable housing and commercial mixed-use developments. As the firm has grown it has broadened its focus to include certifications such as Passive House and Living Building Challenge, and has expanded its services to include design-stage consulting for architects and architectural design on select high-performance projects.

Today the company is growing at double digit rates, employs 14 professionals (including 4 staff with PHIUS certifications), and is actively recruiting top candidates for new green building positions.

## **By the Numbers**

- Over 450 projects certified (over 8,000 units)
- 202 affordable housing projects
- 134 multifamily housing projects
- Over 50 multifamily retrofit projects
- Certified the largest LEED Homes project in the world (617 units in one phase): Riyadh
- 14 full-time staff
- Offices in Cincinnati and Cleveland

## **Key Clients**

Woda Group | National Church Residences | The Model Group | General Electric | Carter USA  
Burgess and Niple | Habitat for Humanity

## **Services**

Passive House | ENERGY STAR | Zero Energy Ready Homes  
LEED | Enterprise Green Communities | Living Building Challenge

## **Capabilities**

Energy modeling | Daylight simulation | Life Cycle Assessment | Hygrothermal analysis  
Thermal bridging analysis | Building diagnostics | Testing & verification | Architectural design

*Relevant work:  
Net Zero Energy, Passive House, affordable housing,  
and high-performance retrofits*



**Fairwood Commons** - New Construction - PHIUS+ LEED Platinum

This affordable senior living development is on track to become the first multifamily Passive House in Ohio. Sol is providing CPHC, PHIUS+ Rater, and LEED Provider services. We worked closely with the project team during design to develop constructable, cost-effective details that could achieve PHIUS performance requirements on budget. We are also providing construction-phase testing and verification services.



**Terminal Tower** - Retrofit - Enterprise Green Communities

A retrofit of an iconic 1930 high-rise in Cleveland, Ohio. Sol is providing energy modeling and EGC consulting services for a substantial retrofit of 300 units. The project incorporates new wall insulation, upgraded HVAC systems, and high-efficiency lighting and appliances. The result in an estimated 28% reduction in energy use from the baseline model.



**The Standard Building** - Retrofit - Enterprise Green Communities

A retrofit of a 350,000 s.f. historic building in Cleveland, Ohio. Sol provided energy audit, energy modeling and EGC consulting services. The project is on track to achieve an estimated 21% reduction in energy use as a result of the improvements, which include refurbished windows, updated HVAC and DHW systems, and efficient appliances.



**Price Hill Will Retrofit Analysis** - Retrofit - Energy & financial analysis

Price Hill Will, a nonprofit redevelopment corporation in Cincinnati, Ohio, retained Sol to determine the best use of limited project budgets to achieve deepest energy savings in their residential retrofits. Sol provided energy modeling and financial payback analysis on a dozen prototypical properties in order to identify the most cost-effective set of strategies. We also identified characteristics of a "better than cash neutral" property, in which increase in mortgage was more than offset by energy cost savings.

**REALIZE INDUSTRIALIZED RETROFITS - Firm Qualifications**



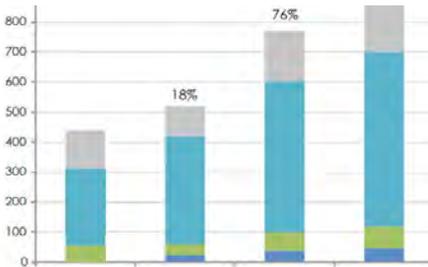
**Muncy Greene - New Construction - PHIUS+**

Muncy Greene is a 60-unit semi-detached Passive House targeted affordable senior housing development in Muncy, Pennsylvania. Sol is providing CPHC, PHIUS+ Rater, and Enterprise Green Community certification services.



**Prescott Greene - Retrofit - LEED Silver**

A retrofit of an existing wood-framed 32-unit apartment complex. Sol provided building diagnostics, thermal imaging, energy modeling, and LEED Provider & Rater services. The buildings were re-clad; in this process exterior insulated sheathing was added to improve energy performance.



**Green Historic Study & Life Cycle Assessment**

Sol collaborated with the OTR Foundation, Habitat for Humanity, and OTR Community Housing, among others, to document best practices for green retrofits of historic buildings in Cincinnati's historic Over-the-Rhine neighborhood. Sol provided energy modeling and Life Cycle Analysis for this project in order to quantify the embodied energy credit for retrofitting existing buildings (rather than building new). Following this study, Sol worked with Habitat for Humanity to retrofit two buildings.

[http://www.otrfoundation.org/Docs/OTR\\_GREEN\\_HISTORIC\\_STUDY.pdf](http://www.otrfoundation.org/Docs/OTR_GREEN_HISTORIC_STUDY.pdf)



**Habitat Homes - Renovation - LEED Silver**

Sol worked closely with Cincinnati Habitat for Humanity, OTR Community Housing, and the OTR Foundation to create their first LEED-certified historic renovation. Sol provided energy modeling and Life Cycle Assessment, as well as LEED Rater and Provider services.

<http://www.otrfoundation.org/Docs/2011OTRFLifeCycleStudy.pdf>



**Elm Street Historic Renovation - Retrofit - LEED Platinum**

This LEED Platinum-targeted retrofit of a historic brick masonry building in Cincinnati included a high-performance envelope upgrade, including the addition of R-10 insulation on the interior of existing walls, new windows, and detailing to achieve high airtightness and prevent moisture issues. Sol served as the architect of record, energy modeler, and LEED Provider.



## **SANYOG RATHOD** AIA, CPHC, LEED AP Homes

President, CEO

Sanyog Rathod is the founder and CEO of Sol design + consulting. As a LEED for Homes Provider-QAD and Green Rater, Sanyog has certified over 4,000 residential and commercial units in over 15 states and globally. Sol recently certified the first Platinum LEED for Homes project in all of Middle East, and certified nation's first LEED for Homes Midrise Platinum housing for homeless in 2010.

Sanyog is a Licensed Architect with a Master's degree in Architecture, and brings 25 years of international design and construction experience of working on large complex projects. He maintains highest standards of global knowledge, experience and leadership in sustainable design through active involvement in the profession, academia and community.

### **Awards, Recognitions, and Publications**

- Business Courier's Top 20 People to Know in Green Business 2015
- Green Business Award recipient 2013
- Green Business Award Nomination 2014
- Five green concepts of Future article in Business Courier Jan-2015
- Habitat for Humanity Recognition for Service 2013
- Cincinnati Preservation Association Award 2014
- View on Vine Project Recognition for Service 2015
- Hindu Temple of Central Indiana Recognition for Service 2015

### **Education**

- Faculty & Board Member at Xavier's University – Sustainability Program
- Faculty at University of Cincinnati, Department of Art Architecture & Design- Sustainability Studio
- Faculty at Cincinnati State – Energy Modeling and Audit

### **Relevant Project Experience**

- Fairwood Commons, Columbus, Ohio (PHIUS+, LEED Platinum targeted): CPHC, LEED Provider for first multifamily Passive House in Ohio
- Evanswood Residence, Cincinnati, Ohio (LEED Gold targeted): Architect, LEED Provider
- Elm Street Historic Renovation, Cincinnati, Ohio (LEED Platinum targeted): Architect, LEED Provider
- Muncy Green, Muncy Green, Pennsylvania (PHIUS+ Certification): CPHC



## **CHRIS DWYER** *PHIUS+ Rater*

Vice President, Energy

Chris Dwyer is the Director of Energy at Sol design + consulting. Chris brings over twelve years of engineering expertise related to building energy modeling, diagnostics, demand-side utility management, and performance improvements, applicable to Passive House, ENERGY STAR Ratings, and LEED Certifications. Chris is the PHIUS+ Rater on two large multi-family projects in Ohio and Pennsylvania pursuing Passive House certification. He is a licensed HERS Rater for the Energy Star program, and is also licensed by the American Society of Non-destructive Testing as a Level I I&II Thermographer to provide infrared inspections services. Mr. Dwyer also brings renewable energy consulting, design and installation expertise to our team. As a Rater Chris has helped deliver over 5,000 residential and commercial certified units in over 20 states and globally.

### **Experience**

- 2008 to present: Director of Energy at Sol Design + Consulting
- 2008 to 2010: Building Performance Institute (BPI) Instructor, Cincinnati State University
- 2005 to 2010: Founder, CEO of Emotiv Energy  
Founded and directed a company specializing in building energy modeling, diagnostics, and performance improvements.
- 2007 to 2010: Infrared Inspection Specialist, TrendFormers
- 2007 to 2009: Project Manager at Blue Chip Solar and Wind

### **Education**

- M.A. Secondary Education, Xavier University, 2004
- B.S. Physics, Cum Laude, University of Cincinnati, 2003
- Universidad de Valencia (Spain), cultural study program, 2002

### **Relevant Credentials**

- PHIUS+ Rater
- RESNET HERS Home Energy Rater
- BPI Building Analyst and Instructor
- NAHB Green Verifier

### **Relevant Project Experience**

- Fairwood Commons, Columbus, Ohio (LEED Platinum, PHIUS+ targeted): PHIUS+ Rater for first multifamily Passive House in Ohio. Responsible for WUFI energy model and coordinating PHIUS documentation and submission.
- Muncy Green, Muncy Green, Pennsylvania (PHIUS+ targeted): PHIUS+ Rater and WUFI energy modeler for 60-unit semi-detached Passive House development.
- Served as LEED Rater for over 5,000 residential and commercial units.

Proudly awarded to

**CHRIS DWYER**

for attendance at:

**CERTIFIED ENERGY MANAGER ONLINE TRAINING  
PROGRAM**

Online | March 7 - 11, 2022

**CREDITS EARNED**

CEU: 1.2 | PDH: 12.5 | AEE Credits: 2.5



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EXECUTIVE DIRECTOR

# New Homes Partners in Ohio

The simple choice for energy efficiency.

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### Program Indicators in Ohio [Compare to other states](#)

- 52,420 ENERGY STAR certified homes built to date
- 0 ENERGY STAR certified homes built 2019 to date
- 1,320 ENERGY STAR certified homes built in 2018
- 110 ENERGY STAR for Homes Partners

### Based on national averages, ENERGY STAR certified homes built in 2018 are the equivalent of:

- Reducing CO<sub>2</sub> emissions by 1,908 metric tons
- Growing 48,840 tree seedlings for 10 years
- Avoiding the consumption of 4,438 barrels of oil
- Removing 409 passenger vehicles from the road

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[Find Incentives in Ohio](#)

[Find Raters Serving Ohio](#)

Name	Partner Since	Homes Certified Jan 2018 - Dec 2018*	Homes Certified State Total*	Homes Certified Grand Total*
5 Star Energy Solutions, LLC 513-616-7455 Dayton; Other Areas in Ohio	2010	0	389	391
All Construction/Mooney & Moses 330-220-6666 Cleveland-Elyria	2010	1	89	102
Eco-Haven Building Systems 570-660-1122 Columbus	2010	5	1	48
Sol Design + Consulting 513-381-4479 Cincinnati; Cleveland-Elyria; Columbus; Other Areas in Ohio	2010	88	505	697
<a href="#">Tacoma Energy LLC</a> 614-899-8990 Cincinnati; Columbus; Toledo	2010	188	1,717	2,227
Agreenergy, LLC 330-844-0791 Akron; Canton-Massillon; Cleveland-Elyria; Other Areas in Ohio	2011	6	252	252
EnerSol, LLC. 419-891-2112 Toledo; Other Areas in Ohio	2013	13	60	64
Building Performance Solutions, LLC 540-252-4503 Cincinnati; Columbus; Lima; Other Areas in Ohio	2014	820	1,257	2,343
Energy Matters, LLC 614-489-9580 Columbus	2016	0	2	2
Focus on Green, LLC 513-277-1552 Cincinnati	2016	0	1	1

\* There is a reporting period for submitting ENERGY STAR certified homes data that occurs after the end of each calendar quarter. The "Homes Certified" columns are updated for all partners after home report information has been approved by EPA.

# **Tab S:**

Supportive House Certification and/or  
Resident Well Being MOU

## Appendices continued

### Virginia Housing Permanent Supportive Housing Services Certification

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

Best practices are described by the U.S. Department of Health and Human Services:

<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

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

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.
3. Describe your target population(s): Individuals and families with serious mental illness (SMI) or Intellectual/ Developmental Disabilities (I/DD) or homeless, at-risk of homelessness or who have multiple  
barriers to independent living.
4. List the types of supportive services to be offered: Mental health case management, support  
coordination, understanding rights and responsibilities under fair housing and tenant/ landlord laws, linkage  
to mainstream resources that promote housing stability.
5. Who will be providing supportive services? Valley Community Services Board (VCSB)
6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services? 15 %

In addition, I/we certify the following:

#### **Services**

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

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

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

## Appendices continued

### Housing

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

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

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

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

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

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

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

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

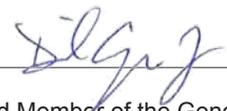
The undersigned Owner certifies that each of the above statements is true and correct.

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

Date 02/27/24

Owner/Applicant Rosenwald Pointe Limited Partnership

Service Provider Valley Community Services Board

By 

By 

Its Authorized Member of the General Partner

Its Executive Director

Title

Title



## **Woda Cooper Companies, Inc.**

### **Tab S Virginia Permanent Supportive Housing Services Certification Attachment regarding question #1**

Woda Cooper Companies, Inc. (“WCCI”) develops, designs, constructs, and manages affordable housing communities. Our talented team of employees has broad expertise across the spectrum of affordable housing: urban and rural communities; senior and general occupancy communities; mid-rise, garden and single-family communities; and new construction, acquisition rehabilitation, and adaptive reuse developments. Since our beginning in 1990, we have taken a long-term approach to every community we develop and construct. Our company developed, owns, and manages over 330 communities (16,000 units) and we work hard to keep our promise to make a positive contribution in every village, town, and city where our housing is located. Woda Cooper Companies, Inc. and its affiliates are recognized leading experts in the affordable housing industry. *Affordable Housing Finance* magazine ranked the firm 7<sup>th</sup> overall among Developers and 21<sup>st</sup> overall among Owners in its spring 2023 issue.

Woda Cooper Companies, Inc. is the first vertically-integrated affordable housing company in the nation to be owned by an Employee Stock Ownership Plan (ESOP). Its principals are Jeffrey J. Woda and David Cooper, Jr., are recognized leaders in the affordable housing community. WCCI has used the LIHTC program to finance over 330 affordable housing developments. These units average approximately 96% occupancy over the entire portfolio, which speaks to the careful planning of every new development, the quality of the product being built, and the rigorous upkeep and efficient management of each property. In addition to conventional tax credit financing, 9% LIHTC and tax-exempt bonds with 4% LIHTC, WCCI has utilized several other programs to finance its developments.

WCCI has developed numerous permanent supportive housing communities and partnered with lead service providers to ensure residents receive with the necessary services and case management. Our team has also been extensively trained in the program requirements of permanent supportive housing as evidenced by the below information and attached list of development which we continue to own, operate, and manage.

#### **CSH Training and Technical Endorsements**

*In Virginia*, Woda Cooper Companies, Inc. participated in the Supportive Housing Institute of Virginia in 2023 which was administered by The Corporation for Supportive Housing (CSH), VA DBHDS, Region Five, and HAND. This was a five-month institute with an intensive curriculum that included group training, learning tools and resources, and guided project planning. STOP Inc. and Woda Cooper graduated the Institute and presented the project at the 2023 Virginia Governor’s Conference. We are eligible and working towards the CSH Quality Endorsement and grant funding. An email from CSH confirming we completed the 2023 CSH Supportive Housing Institute of Virginia was provided to Virginia Housing. Additional information can be provided, if requested.

*In Indiana*, Woda Cooper has completed 80 hours of training and individualized technical assistance through CSH and received the CSH Endorsement using CSH’s Dimensions of Quality. A letter from

CSH confirming this information has been provided to Virginia Housing. Additional information can be provided, if requested.

*In Kentucky*, Woda Cooper participated in and graduated from CSH's 2022 Kentucky Supportive Housing Institute. The comprehensive training series provides industry best practices in development, operations and service provision in supportive housing. The training included over 60 hours of direct training and assistance through CSH. A letter from CSH confirming this information has been provided to Virginia Housing. Additional information can be provided, if requested.

### **Woda Cooper Permanent Supportive Housing Experience**

As part of the Woda Cooper portfolio which consists of 330+ properties and over 16,000 units, Woda Cooper is experienced in developing, owning, and managing affordable housing and Permanent Supportive Housing communities. Currently, Woda Cooper has **32 properties which include 301 permanent supportive housing units**. Woda Cooper is also experienced with **Section 811 Rental Assistance and has 28 properties and 158 units with Section 811 Rental Assistance**.

WCCI is experienced in providing tenants with supportive housing which include the following target populations:

1. Category 1 Homeless
2. Veterans
3. Victims of Domestic Violence
4. Special Needs
5. HIV/AIDS Populations
6. Non-Elderly Disabled Populations
7. Section 811 PBV

The services provided at the developments in the attached document (PSH Dev Team Experience Form) include, but are not limited to the following:

- Case management
- Community resource linkages
- Housing stabilization
- Independent living skills
- Community engagement and social support
- Financial literacy
- Healthcare screenings, coordination, and referrals
- Behavioral healthcare coordination, and referrals
- Employment, education, and vocational training
- Eviction prevention
- Food assistance
- Benefits assistance
- Legal referrals

**EXHIBIT A**

**Development Team Member:** Woda Cooper Companies, Inc.

**Supportive Housing Experience**

<b>Project Name and Project Number</b>	<b>City</b>	<b>State</b>	<b>Total # of Units</b>	<b># of PSH Units</b>	<b>Development Type (Family, Senior, PSH)</b>	<b>Population(s) Served (Homeless, vict. Of domestic violence, etc.)</b>	<b>Type of Financing/Vouchers/Etc.</b>
McCalla Greene: Z09061	Milan	Michigan	32	4	Family	Domestic Violence Survivors/Families	TC/RD 515/RD 538
Patterson Crossing: T10048	Frankfort	Michigan	56	4	Family	Domestic Violence Survivors/Families	TC/ RD 515/Bond
Bridgeview Greene: A10091	St. Ignace	Michigan	40	4	Family	Domestic Violence Survivors/Families	TC/RD 515/RD 538
Olde Mill: A10095	Saugatuck	Michigan	24	3	Family	Domestic Violence Survivors/Families	TC/RD 515/RD 538
Crooked River: A10094	Alanson	Michigan	16	2	Family	Domestic Violence Survivors/Families	TC/RD 515/RD 538
Windjammer Greene: A10096	Munising	Michigan	24	3	Family	Domestic Violence Survivors/Families	TC/RD 515/RD 538
Manistee Place: B11012	Manistee	Michigan	46	4	Family	Domestic Violence Survivors/Families	TC/RD 515/RD 538
Lloyd House: C12015	Menominee	Michigan	44	3	Family	Domestic Violence Survivors/Families	TC/RD 538
Brookside Commons: C12014	Traverse City	Michigan	72	24	Family/PSH	Domestic Violence Survivors/Families; Persons with HIV/AIDS; Mental Health Diagnosis; Homeless/Chronically homeless; Physically disabled young adults	TC/RD 538
Grandview Place: F15025	Grand Rapids	Michigan	68	21	Family/PSH	Chronically Homeless/Chronically Homeless Veterans	Tax Credit/ MSHDA PBV
Lightner Greene: 2008-642	New Castle	Pennsylvania	50	8	Family	Families in transition	TC/HOME
Quaker Meadows: 2007-645	Hermitage	Pennsylvania	40	4	Family	Families in transition	TC/HOME
Raystown Crossing: 2008-643	Shippensburg	Pennsylvania	50	4	Family	Families in transition	TC/HOME
Madison Grove: 2006-417	Slippery Rock	Pennsylvania	50	6	Family	Families in transition	TC/RD 538
Meyers Greene: 2012-307	Corry	Pennsylvania	52	6	Family	Families in transition	TC/RD 515
Armenen Place: 2011-636	Erie	Pennsylvania	50	6	Family	Families in transition	TC/HOME
New Forge Crossing: 2012-614	Waynesboro	Pennsylvania	60	6	Family	Families in transition	TC/HOME
Connelly Park: 2006-430	Beaver Falls	Pennsylvania	32	4	Family	Families in transition	TC
Drake Crossing: 2009-305	Clarion	Pennsylvania	30	5	Family	Families in transition	TC/RD 515
Fayette Landing: OH-14-0080	Washington Courthouse	Ohio	36	36	Family/PSH	Homeless individuals with disabilities	TC/HDAP/AHP
Proctor Place: IN-20-01600	Indianapolis	Indiana	61	15	Family/PSH	Chronically Homeless with veterans preference	TC
Edison Crossing: K20057	Mount Clemens	Michigan	30	11	Family/PSH	Chronically Homeless, Chronically Homeless Veterans, Top 10% of COC Prioritization list	TC/MSHDA PBV
Stanton Park Apartments: 2019-552	Atlanta	Georgia	56	10	Family/PSH	Homeless individuals	TC/HOME
Shelby Commons: D8333 M18532	Minneapolis	Minnesota	46	12	Family/PSH	High Priority Homeless and Disability	TC/ Sec. 8
Breton Grove: M22042	Grand Rapids	Michigan	55	20	Family/PSH	Chronically Homeless, Chronically Homeless Veterans, Top 10% of COC Prioritization list	TC/MSHDA PBV
Breton Grove II: M22101	Grand Rapids	Michigan	35	13	Family/PSH	Chronically Homeless, Chronically Homeless Veterans, Top 10% of COC Prioritization list	TC/MSHDA PBV
Bains Pointe: 2024-ASH-08	Portsmouth	Virginia	50	8	Family/PSH	Homeless, at-risk of Homelessness or Persons with I/DD	TC/PRHA PBV

**TOTAL: 1205 246**

**IN-OPERATION TOTAL: 963 183**

Development Team Member: Woda Cooper Companies, Inc.

Section 811 Project-Based Voucher Experience

Project Name and Project Number	City	State	Total # of Units	# of Section 811 Units	Development Type (Family, Senior, PSH)	Population(s) Served (Homeless, vict. Of domestic violence, etc.)	Type of Financing/Vouchers/Etc.
Osborn Commons: I18026	Sault Ste. Marie	MI	65	10	Family	Section 811 Tenants	TC/Section 811 PBV
Seven45 Stocking: H17032	Grand Rapids	MI	50	8	Family	Section 811 Tenants	TC/Section 811 PBV
The Hamilton: I18025	Pontiac	MI	42	7	Family	Section 811 Tenants	TC/Section 811 PBV
Crossroad Meadows: 2005-402 and 2007-211	Ebensburg	PA	51	5	Family	Section 811 Tenants	TC/RD 538/Section 811 PBV
Hickory Meadow: 2005-404 and 2007-210	Indiana	PA	51	4	Family	Section 811 Tenants	TC/RD 538
Madison Grove: 2006-417	Slippery Rock	PA	50	4	Family	Section 811 Tenants	TC/RD 538/Section 811 PBV
Ridgewood Greene: 2006-417	Reynoldsburg	PA	40	5	Family	Section 811 Tenants	TC/RD 538/Section 811 PBV
Mallalieu Pointe: 2015-024	East Point	GA	67	4	Family	Section 811 Tenants	TC/Section 811 PBV
Adair Court: 2016-034	Atlanta	GA	91	5	Senior	Section 811 Tenants	TC/Section 811 PBV
Abby's Crossing: 06-0114	Bethesda	OH	42	4	Family	Section 811 Tenants	TC/RD 515/RD 538/HOME/Section 811 PBV
Aspen Greene: 03-0056	Byesville	OH	48	8	Family	Section 811 Tenants	TC/RD 515/HOME/Section 811 PBV
Grace Meadows: 06-0128	Jeffersonville	OH	40	3	Family	Section 811 Tenants	TC/RD 515/HOME/Section 811 PBV
Jacob's Crossing: 11-0048	Thurman	OH	42	7	Family	Section 811 Tenants	TC/RD 515/HOME/Section 811 PBV
Schoenbrunn Greene: 11-0078	Sugarcreek	OH	40	9	Family	Section 811 Tenants	TC/RD 515/HOME/Section 811 PBV
Washington School: 12-0092	Washington Court House	OH	44	9	Senior	Section 811 Tenants	TC/Section 811 PBV
Peebles Village Square: 960032	Peebles	OH	30	3	Family	Section 811 Tenants	TC/RD 515/Section 811 PBV
43 Town Square: 16-0098	Lima	OH	47	2	Family	Section 811 Tenants	TC/HOME/Section 811 PBV
Audubon Crossing: 16-0211	Dayton	OH	50	3	Senior	Section 811 Tenants	TC/Section 811 PBV
Montgomery Crossing: 19-0051	Ashland	OH	50	5	Family	Section 811 Tenants	TC/HDAP/Section 811 PBV
Prospect Yard: 16-0214	Cleveland	OH	42	3	Family	Section 811 Tenants	TC/HDAP/HOME/Section 811 PBV
1573 East Livingston: 17-0081	Columbus	OH	45	5	Senior	Section 811 Tenants	TC/Section 811 PBV
Wheatland Crossing II: 18-0070	Columbus	OH	69	7	Family	Section 811 Tenants	TC/HDAP/HOME/AHT/Section 811 PBV
Fairwood Commons: 16-0081	Columbus	OH	54	3	Senior	Section 811 Tenants	TC/Section 811 PBV
Winston Commons: J19037	Pontiac	MI	54	9	Family	Section 811 Tenants	TC/Section 811 PBV
Brock Bridge Landing: MD-19-08001	Jessup	MD	38	6	Family	Section 811 Tenants	TC/RHPP/Section 811 PBV
Robinson Overlook: MD-066252800	Columbia	MD	48	8	Family	Section 811 Tenants	TC/RHPP/Section 811 PBV
Jenkins Street Lofts: 19-0050	Columbus	OH	60	6	Family	Section 811 Tenants	TC/HOME/Section 811 PBV
Kellinger Greene: 2019-442	York	PA	56	6	Family	Section 811 Tenants	TC/Section 811 PBV

TOTAL: 1406 158

IN-OPERATION TOTAL: 1150 123

Development Team Member: Woda Cooper Companies, Inc.

Non-Elderly Disabled (NED) Voucher Experience

Project Name and Project Number	City	State	Total # of Units	# of NED Units	Development Type (Family, Senior, PSH)	Population(s) Served (Homeless, vict. Of domestic violence, etc.)	Type of Financing/Vouchers/Etc.
Columbus School Apartments-286136900	Baltimore	MD	50	8	Family	Non-Elderly Disabled	TC
North Avenue Gateway- 985011200	Baltimore	MD	64	11	Family	Non-Elderly Disabled	TC
North Avenue Gateway II- 16-10001	Baltimore	MD	65	10	Family	Non-Elderly Disabled	TC
Penn Square I- 08-11001	Baltimore	MD	91	14	Family	Non-Elderly Disabled	TC
Penn Square II-13-01001	Baltimore	MD	61	12	Family	Non-Elderly Disabled	TC

TOTAL: 331 55

IN-OPERATION TOTAL: 331 55



WODA COOPER COMPANIES

614.396.3200  
www.wodagroup.com

500 South Front St  
10th Floor  
Columbus, Ohio 43215

**Woda Cooper Companies, Inc.**  
Tab S Virginia Permanent Supportive Housing Services Certification  
**Attachment regarding question #2**

**A copy of the Memorandum of Understanding is attached.**

**ROSENWALD POINTE  
MEMORANDUM OF UNDERSTANDING**

**THE OWNER**

Rosenwald Pointe Limited Partnership

AND

**THE REAL ESTATE DEVELOPER**

Woda Cooper Development, Inc.

AND

**THE PROPERTY MANAGER**

Woda Management & Real Estate, LLC

AND

**RESIDENT SERVICE PROVIDER**

Valley Community Services Board

**I. BACKGROUND AND INTENT**

This Agreement for services entered into February 27, 2024 is between Rosenwald Pointe Limited Partnership (“Rosenwald Pointe LP”), Woda Cooper Development, Inc., Woda Management & Real Estate, LLC (“WMRE”), and the Valley Community Services Board (“VCSB”). The purpose of this Memorandum of Understanding is to encourage cooperation between Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and VCSB to further detail the separate and distinct roles and responsibilities of each party. The proposed development is called Rosenwald Pointe and is located at approximately 1008 B Street in Waynesboro, Virginia and is approximately 2.96 +/- acres. The site is identified in Exhibit A attached hereto. Rosenwald Pointe will be a 53-unit general occupancy development and include 8 units designated for Accessible Supportive Housing (“ASH”). The target populations for the ASH units will be designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living which may include persons with intellectual/developmental disabilities (I/DD) or persons with serious mental illness. The target populations for the General Occupancy units will be persons with intellectual/developmental disabilities (I/DD) or persons with serious mental illness. Services for tenants will be provided under a separate service agreement, with the expectation that all tenants residing in the 53-unit development of Rosenwald Pointe will have access to services as needed and as available.

VCSB agrees to provide a dedicated housing specialist to connect residents to and provide residents services. The services for the tenants of Rosenwald Pointe include but are not limited to the following: mental health case management or support coordination and linkage to local service agencies (as-needed) which include tenant stabilization, building support systems, basic tenant needs, benefit assistance, employment related services, healthcare, telehealth or virtual healthcare,

mental health, independent living skills such as financial management and budget counseling, benefits counseling, employment training and services, literacy services when necessary, assistance with obtaining transportation, training in the use of public transportation, and referral to other agencies for other needs. These supportive services will help promote housing stability over time.

Service plans are tenant-driven and participation in services or program compliance are not a condition of tenancy. Tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive services tenants' needs change over time, tenants can receive more or less intensive support services.

The property manager (WMRE) and the Resident Service Provider (VCSB) will ensure that the service plans will include goals, benchmarks of individuals/households served, performance measures, and the target population served.

While staff titles may change, it anticipated that the Property Manager, Case Manager, and Resident Service Provider will be the primary staff titles at this time. Service coordination and housing related services will be provided by VCSB, which will serve as the Resident Service Provider. VCSB will provide on-site services at least monthly throughout the compliance period which will be made available to the 53 Units. The VCSB has staff who will provide supportive housing services, perform housing case management activities including initial assessments, completing Support Service Plans, providing referrals and linkages to appropriate services, developing relationships with partner service agencies, encouraging tenant participation in appropriate services, and coordinating onsite activities for tenants in the community and supportive service rooms. VCSB will provide several services and/or linkages to local service agencies (as-needed) which include tenant stabilization, building support systems, basic tenant needs, benefit assistance, employment related services, healthcare, telehealth or virtual healthcare, mental health, independent living skills such as financial management and budget counseling, benefits counseling, employment training and services, literacy services when necessary, assistance with obtaining transportation, training in the use of public transportation, and referral to other agencies for other needs. Onsite services can be provided in the Resident Service Provider onsite office, the homes of the tenants or in the private, HIPAA compliant room that will be dedicated to onsite physical and behavioral healthcare services.

VCSB and WMRE will utilize the designated office space to deliver services and rules around use of meeting spaces, create tenant selection plans with a focus on reducing barriers, limited criminal screening, and conducting individualized assessments in accordance with DPOR's Model Policy for Tenant Screening, reporting, and outcomes data, tenancy support services.

## **II. ROLES AND RESPONSIBILITIES**

### **Roles of Rosenwald Pointe LP, Woda Cooper Development, Inc., Woda Management & Real Estate, LLC, and Valley Community Services Board**

It is understood that Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and VCSB must work together as a team to effectively meet the needs of tenants requesting services. This level of collaboration will require exceptional, thorough and timely communication between all

parties. However, the parties to this agreement understand their separate and distinct responsibilities.

#### **Role and Responsibility of Rosenwald Pointe LP**

Rosenwald Pointe LP is the project owner. As such, Rosenwald Pointe LP will make all major decisions relating to the development of the project. The project owner is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

#### **Role and Responsibility of Woda Cooper Development, Inc.**

Woda Cooper Development, Inc. is the real estate developer. Woda Cooper Development, Inc. will assemble and submit a Low-Income Housing Tax Credit (“LIHTC”) application to the Virginia Housing (“VH”), secure all local, state, and federal government approvals and the financing necessary to develop the project. The real estate developer is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

#### **Role and Responsibility of Woda Management & Real Estate, LLC**

WMRE is the property manager. WMRE will be responsible for the overall operations of Rosenwald Pointe LP which include for managing and maintaining the project, marketing, pre-leasing, lease-up, tenant move outs, and compliance with local, state, and federal programs. The property manager is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

#### **Role and Responsibility of Valley Community Services Board**

Valley Community Services Board is the service provider. Valley Community Services Board will provide eligible tenants of Rosenwald Pointe with the services and referrals specified in this MOU. Valley Community Services Board agrees to assess the needs of residents and develop with the Rosenwald Pointe management team, a plan to deliver services and provide every interested resident with information and referrals to local, state, and federal resources. All onsite services will be performed and conducted in designated programmatic space within the community space of Rosenwald Pointe as denoted in the architectural drawings. Services may also be offered off-site or online as needed. The service provider is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

#### **Role and Responsibility of all Parties**

The above-mentioned parties agree in the performance of services and Rosenwald Pointe LP agrees as the project owner, that tenant and client rights are respected and complied with not only as a matter of principle, but also as a matter of practice.

### **III. SCOPE OF SERVICES AND EXPECTATIONS**

#### **Rosenwald Pointe LP**

Rosenwald Pointe LP is the project owner and will be responsible for asset management and will directly:

- Ensure that all regulatory and funding requirements are met.
- Establishes and maintains an annual budget for service coordination.
- Arrange for liability and property insurance for this project.

- Pay all taxes associated with this project.

### **Woda Cooper Development, Inc.**

Woda Cooper Development, Inc. is the real estate developer and will:

- Research, analyze, and select the project site.
- Research and develop financing sources.
- Prepare and submit a LIHTC application to VH.
- Prepare and submit financing applications and other requirements of both private and government lenders.
- Secure all local, state, and federal government approvals and the financing necessary to develop and construct the project.
- Solicit, negotiate, and coordinate the work of all project stakeholders including, but not limited to the following: architect, environmental, general contractor, legal, finance/development, and property management.
- Coordinate all activities related to acquisition.
- Manage construction of the project.

### **Woda Management & Real Estate, LLC**

Woda Management & Real Estate, LLC is the property manager and will:

- Efficiently manage the operations of the project.
- Prepare a management plan and Affirmative Fair Housing Marketing Plan.
- Hire all on-site staff including the property manager and maintenance technician.
- Handle all lease-up efforts and continually market the property for-lease as necessary.
- Work with Valley Community Services Board, the service provider, non-profits, and local and state organizations to request referrals for potential tenants and supportive services.
- Ensure compliance with local, state, and federal program guidelines as it pertains to the property operations and leasing efforts.

### **Valley Community Services Board**

Valley Community Services Board is the resident service provider and will provide the following services on-site, at their offices, or virtually when available and appropriate. These services may be provided directly or through linkages with the service providers. Please see the below list of services which is not exhaustive of all services available.

- Provide a designated housing specialist to be the liaison between property management staff, tenants, and supportive services providers at Rosenwald Pointe.
- Identify VCSB PSH/SRAP participants who would like to live in units at Rosenwald Pointe and assist with completing applications for tenancy.
- Provide and administer rental subsidy for eligible PSH/SRAP participants.
- Provide intensive housing-focused supportive services, mental health case management for VCSB PSH participants with serious mental illness, and support coordination for VCSB SRAP participants with development disabilities.
- Assist VCSB PSH/ SRAP participants understand their rights and responsibilities under fair housing and tenant/ landlord laws. This includes responsibilities of a lease, such as paying rent in a timely manner and requesting a repair.

- Under certain conditions or situations, VCSB housing staff may assist a tenant in dissolving the lease agreement with the landlord prior to the lease term ending.
- Work collaboratively with Rosenwald Pointe staff to promote housing stability.

#### IV. COMMUNICATION

Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and Valley Community Services Board staff must work together as a team to effectively meet the needs of the Supportive Housing Tenant. This level of collaboration will require communication among all parties.

All parties agree to keep one another reasonably informed through regular contacts with respect to property management issues, tenant matters, lease violations, rent default notices, and the provision of support services to Supportive Housing Tenants. All parties agree to ensure continuing linkages for the duration of the compliance period.

All parties agree to advise one another of highly pertinent matters in the delivery of supportive services and understand that each is bound by confidentiality standards regarding the exchange of client information. Appropriate releases will be secured when confidential client information needs to be shared. In addition, all parties agree that the programs and services available shall be provided to the benefit of the qualified households or tenants who shall reside at Rosenwald Pointe, subject to determination of eligibility and desire of households to receive them.

WMRE and Valley Community Services Board will work together to develop options that may be used as an alternative to eviction. As such, the team will utilize an eviction prevention plan and incorporate processes which will include guidelines that address eviction prevention, repayment plans, and other lease violations.

In the event that an ASH tenant becomes at risk for eviction and when feasible, eviction prevention plans will be utilized as an alternative to eviction.

#### V. GENERAL TERMS

**Terms.** This Agreement will begin effective February 27, 2024 and will continue through February 27, 2025. This Agreement will be automatically renewed with the same terms and conditions annually thereafter except where either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

**Dispute Resolution.** The parties agree to use their best efforts to fulfill their respective responsibilities described in this Agreement. If, in the reasonable and good faith determination of one of the parties hereto, the other party(ies) is/are not adequately fulfilling such responsibilities, such complaining party must give notice thirty (30) days in advance to the other party(ies), describing in detail what responsibility is not being fulfilled, and allow the other party(ies) that time to correct or remedy the situation. If, after such notice and reasonable period of time to correct or remedy the situation, the other party(ies) has/have still failed to fulfill adequately the responsibilities under this Agreement, the complaining party(ies) shall have the right to terminate this Agreement.

**Termination.** Either party may terminate this Agreement by giving the other party ninety (90) days prior written notice. The party wishing to terminate this agreement for cause must provide a written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) days for the party in breach or default to respond to said notice with an acceptable plan to cure cause for termination.

**Confidentiality.** Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and Valley Community Services Board agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and Valley Community Services Board agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this Agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgement.

**Applicable Law.** This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Virginia, without giving effect to conflicts of laws principles. Venue for any disputes under this Agreement shall lie in Virginia.

**Nondiscrimination.** There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the operations of the project by Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE and Valley Community Services Board.

**Severability.** In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the Agreement.

**Amendments.** This Agreement may be amended only in writing and authorized by the designated representative of Rosenwald Pointe LP, Woda Cooper Development, Inc., Woda Management & Real Estate, LLC, and Valley Community Services Board.

**Indemnity.** Each party to this Agreement hereby agrees to indemnify, defend and hold harmless, the other party(ies), including the respective officers, directors and employees of the indemnified party and their agents, and the Project from and against any and all claims, demands, losses, liabilities, actions, liens, lawsuits and other proceedings, judgments and awards, and from costs and expenses, (including without limitation reasonable attorneys' fees) arising directly or indirectly, in whole or in part, out of the negligence, willful misconduct or omissions of the indemnifying party or any of its partners, officers, directors, agents or employees. The provisions of this Section shall survive termination of this Agreement and any transfer or conveyance of the Project or of any interest in the Project.

**Counterparts.** This Agreement may be signed in multiple counterparts, each of which will be an original, and all of which together shall constitute one and the same document. The parties agree

that a signature affixed to any counterpart of this Agreement and delivered by facsimile or email shall be valid, binding and enforceable against such party, it being understood that all parties need not sign the same counterpart.

## **VI. PRIMARY CONTACTS**

**Owner: Rosenwald Pointe Limited Partnership**

Name: Gregory Mustric  
Phone: 614-396-3222  
Email: [gmustric@wodagroup.com](mailto:gmustric@wodagroup.com)

**Real Estate Developer: Woda Cooper Development, Inc.**

Name, Title: Gregory Mustric, Vice President  
Phone: 614-396-3222  
Email: [gmustric@wodagroup.com](mailto:gmustric@wodagroup.com)

**Property Manager: Woda Management and Real Estate, LLC**

Name, Title: Kathleen Osterman, Regional Vice President  
Phone: 614-396-3200  
Email: [kosterman@wodagroup.com](mailto:kosterman@wodagroup.com)

**Resident Service Provider: Valley Community Services Board**

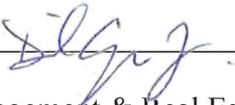
Name, Title: Lydia Campbell, CSAC, QMHP-A, Community Based Services Manager  
Phone: 540-213-7542  
Email: [lcampbell@vcsb.org](mailto:lcampbell@vcsb.org)

**[END OF DOCUMENT -SIGNATURE PAGE FOLLOWS]**

### Signature Page

Signed:  Date: 2/27/2024  
Authorized Representative  
Rosenwald Pointe Limited Partnership

Signed:  Date: 2/27/2024  
President  
Woda Cooper Development, Inc.

Signed:  Date: 2/27/2024  
President  
Woda Management & Real Estate, LLC

Signed:  Date: 2/27/2024  
Executive Director  
Valley Community Services Board

Exhibit A





**Woda Cooper Companies, Inc.**

**Tab S Virginia Permanent Supportive Housing Services Certification**

**STOP Inc. Council on Accreditation Certification**

In lieu of a CORES certification, Virginia Housing approved STOP Inc. based on information provided 30 days prior to the application deadline to compete in the ASH MSA. STOP Inc. has a certification through the Council on Accreditation and is a vital member of the Ownership structure. An email from Stephanie Flanders approving the request to use STOP Inc. can be provided upon request.



# COUNCIL ON ACCREDITATION

attests that

**STOP Inc.**

**Virginia Beach, VA**

has achieved accreditation,  
meeting the highest national standards in practice excellence.

**Accredited through**

**May 31, 2025**

A stylized, handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Jody Levison-Johnson  
President & CEO



**Woda Cooper Companies, Inc.**  
**Tab S Resident Well-Being (15 points)**

Rosenwald Pointe Limited Partnership, Woda Cooper Development, Inc., and Woda Management & Real Estate, LLC has entered into a Memorandum of Understanding (“MOU”) with Valley Community Services Board (“VCSB”) (Resident Service Provider) to provide resident services to the entire Rosenwald Pointe development (as defined in the manual). The DBHDS reviewed and approved the MOU.

VCSB is the Resident Service Provider and has experience delivering direct, community-based services to individuals, as evidenced by their Triennial License. DBHDS issues the Triennial License and has reviewed and confirmed that it’s in good standing. A copy of the Triennial License documentation is included in Tab S.

Rosenwald Pointe Limited Partnership requests 15 points for providing Resident Services as defined in the manual.

Attached are the following:

- DBHDS MOU Approval
- Copy of the Approved MOU
- Triennial license documentation



### DBHDS MOU Review and Decision

Woda Cooper Development, Inc., Developer of Rosenwald Pointe Limited Partnership (2025-ASH-12) Low-Income Housing Tax Credit (LIHTC) Applicant and Valley Community Services Board, Resident Service Provider have partnered together through a Memorandum of Understanding (MOU) to provide onsite resident services to tenants of Rosenwald Pointe, once placed in service. Woda Cooper Development, Inc. has requested DBHDS to review and approve the MOU between the parties as required in Virginia Housing’s (VH) LIHTC Qualified Allocation Plan (QAP) for consideration of the extra point (15) incentive *Resident Well Being*.

The project and 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, Valley Community Services Board 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:	3/6/2024

**ROSENWALD POINTE  
MEMORANDUM OF UNDERSTANDING**

**THE OWNER**

Rosenwald Pointe Limited Partnership

AND

**THE REAL ESTATE DEVELOPER**

Woda Cooper Development, Inc.

AND

**THE PROPERTY MANAGER**

Woda Management & Real Estate, LLC

AND

**RESIDENT SERVICE PROVIDER**

Valley Community Services Board

**I. BACKGROUND AND INTENT**

This Agreement for services entered into February 27, 2024 is between Rosenwald Pointe Limited Partnership (“Rosenwald Pointe LP”), Woda Cooper Development, Inc., Woda Management & Real Estate, LLC (“WMRE”), and the Valley Community Services Board (“VCSB”). The purpose of this Memorandum of Understanding is to encourage cooperation between Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and VCSB to further detail the separate and distinct roles and responsibilities of each party. The proposed development is called Rosenwald Pointe and is located at approximately 1008 B Street in Waynesboro, Virginia and is approximately 2.96 +/- acres. The site is identified in Exhibit A attached hereto. Rosenwald Pointe will be a 53-unit affordable housing development. The target population for at least 10% of the units (6 units) will have a preference for individuals or families with Intellectual and/or Developmental Disabilities (I/DD) or persons with Serious Mental Illness (SMI). Services for tenants will be provided under a separate service agreement, with the expectation that all tenants residing in the 53-unit development of Rosenwald Pointe will have access to the below resident services as needed and as available.

VCSB agrees to provide a dedicated housing specialist to connect residents to and provide residents services. The services for the tenants of Rosenwald Pointe include but are not limited to the following: mental health case management or support coordination and linkage to local service agencies (as-needed) which include tenant stabilization, building support systems, basic tenant needs, benefit assistance, employment related services, healthcare, telehealth or virtual healthcare, mental health, independent living skills such as financial management and budget counseling, benefits counseling, employment training and services, literacy services when necessary, assistance with obtaining transportation, training in the use of public transportation, and referral to

other agencies for other needs. These supportive services will help promote housing stability over time.

Service plans are tenant-driven and participation in services or program compliance are not a condition of tenancy. Tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive services tenants' needs change over time, tenants can receive more or less intensive support services.

The property manager (WMRE) and the Resident Service Provider (VCSB) will ensure that the service plans will include goals, benchmarks of individuals/households served, performance measures, and the target population served.

While staff titles may change, it anticipated that the Property Manager, Case Manager, and Resident Service Provider will be the primary staff titles at this time. Service coordination and housing related services will be provided by VCSB, which will serve as the Resident Service Provider. VCSB will provide on-site services at least monthly throughout the compliance period which will be made available to the 53 Units. The VCSB has staff who will provide supportive housing services, perform housing case management activities including initial assessments, completing Support Service Plans, providing referrals and linkages to appropriate services, developing relationships with partner service agencies, encouraging tenant participation in appropriate services, and coordinating onsite activities for tenants in the community and supportive service rooms. VCSB will provide several services and/or linkages to local service agencies (as-needed) which include tenant stabilization, building support systems, basic tenant needs, benefit assistance, employment related services, healthcare, telehealth or virtual healthcare, mental health, independent living skills such as financial management and budget counseling, benefits counseling, employment training and services, literacy services when necessary, assistance with obtaining transportation, training in the use of public transportation, and referral to other agencies for other needs. Onsite services can be provided in the Resident Service Provider onsite office, the homes of the tenants or in the private, HIPAA compliant room that will be dedicated to onsite physical and behavioral healthcare services.

VCSB and WMRE will utilize the designated office space to deliver services and rules around use of meeting spaces, create tenant selection plans with a focus on reducing barriers, limited criminal screening, and conducting individualized assessments in accordance with DPOR's Model Policy for Tenant Screening, reporting, and outcomes data, tenancy support services.

## **II. ROLES AND RESPONSIBILITIES**

### **Roles of Rosenwald Pointe LP, Woda Cooper Development, Inc., Woda Management & Real Estate, LLC, and Valley Community Services Board**

It is understood that Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and VCSB must work together as a team to effectively meet the needs of tenants requesting services. This level of collaboration will require exceptional, thorough and timely communication between all parties. However, the parties to this agreement understand their separate and distinct responsibilities.

### **Role and Responsibility of Rosenwald Pointe LP**

Rosenwald Pointe LP is the project owner. As such, Rosenwald Pointe LP will make all major decisions relating to the development of the project. The project owner is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

### **Role and Responsibility of Woda Cooper Development, Inc.**

Woda Cooper Development, Inc. is the real estate developer. Woda Cooper Development, Inc. will assemble and submit a Low-Income Housing Tax Credit (“LIHTC”) application to the Virginia Housing (“VH”), secure all local, state, and federal government approvals and the financing necessary to develop the project. The real estate developer is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

### **Role and Responsibility of Woda Management & Real Estate, LLC**

WMRE is the property manager. WMRE will be responsible for the overall operations of Rosenwald Pointe LP which include for managing and maintaining the project, marketing, pre-leasing, lease-up, tenant move outs, and compliance with local, state, and federal programs. The property manager is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

### **Role and Responsibility of Valley Community Services Board**

Valley Community Services Board is the service provider. Valley Community Services Board will provide eligible tenants of Rosenwald Pointe with the services and referrals specified in this MOU. Valley Community Services Board agrees to assess the needs of residents and develop with the Rosenwald Pointe management team, a plan to deliver services and provide every interested resident with information and referrals to local, state, and federal resources. All onsite services will be performed and conducted in designated programmatic space within the community space of Rosenwald Pointe as denoted in the architectural drawings. Services may also be offered off-site or online as needed. The service provider is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

### **Role and Responsibility of all Parties**

The above-mentioned parties agree in the performance of services and Rosenwald Pointe LP agrees as the project owner, that tenant and client rights are respected and complied with not only as a matter of principle, but also as a matter of practice.

## **III. SCOPE OF SERVICES AND EXPECTATIONS**

### **Rosenwald Pointe LP**

Rosenwald Pointe LP is the project owner and will be responsible for asset management and will directly:

- Ensure that all regulatory and funding requirements are met.
- Establishes and maintains an annual budget for service coordination.
- Arrange for liability and property insurance for this project.
- Pay all taxes associated with this project.

### **Woda Cooper Development, Inc.**

Woda Cooper Development, Inc. is the real estate developer and will:

- Research, analyze, and select the project site.
- Research and develop financing sources.
- Prepare and submit a LIHTC application to VH.
- Prepare and submit financing applications and other requirements of both private and government lenders.
- Secure all local, state, and federal government approvals and the financing necessary to develop and construct the project.
- Solicit, negotiate, and coordinate the work of all project stakeholders including, but not limited to the following: architect, environmental, general contractor, legal, finance/development, and property management.
- Coordinate all activities related to acquisition.
- Manage construction of the project.

### **Woda Management & Real Estate, LLC**

Woda Management & Real Estate, LLC is the property manager and will:

- Efficiently manage the operations of the project.
- Prepare a management plan and Affirmative Fair Housing Marketing Plan.
- Hire all on-site staff including the property manager and maintenance technician.
- Handle all lease-up efforts and continually market the property for-lease as necessary.
- Work with Valley Community Services Board, the service provider, non-profits, and local and state organizations to request referrals for potential tenants and supportive services.
- Ensure compliance with local, state, and federal program guidelines as it pertains to the property operations and leasing efforts.

### **Valley Community Services Board**

Valley Community Services Board is the resident service provider and will provide the following services on-site, at their offices, or virtually when available and appropriate. These services may be provided directly or through linkages with the service providers. Please see the below list of services which is not exhaustive of all services available.

- Provide a designated housing specialist to be the liaison between property management staff, tenants, and supportive services providers at Rosenwald Pointe.
- Identify VCSB PSH/SRAP participants who would like to live in units at Rosenwald Pointe and assist with completing applications for tenancy.
- Provide and administer rental subsidy for eligible PSH/SRAP participants.
- Provide intensive housing-focused supportive services, mental health case management for VCSB PSH participants with serious mental illness, and support coordination for VCSB SRAP participants with development disabilities.
- Assist VCSB PSH/ SRAP participants understand their rights and responsibilities under fair housing and tenant/ landlord laws. This includes responsibilities of a lease, such as paying rent in a timely manner and requesting a repair.
- Under certain conditions or situations, VCSB housing staff may assist a tenant in dissolving the lease agreement with the landlord prior to the lease term ending.

- Work collaboratively with Rosenwald Pointe staff to promote housing stability.

#### **IV. COMMUNICATION**

Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and Valley Community Services Board staff must work together as a team to effectively meet the needs of the Supportive Housing Tenant. This level of collaboration will require communication among all parties.

All parties agree to keep one another reasonably informed through regular contacts with respect to property management issues, tenant matters, lease violations, rent default notices, and the provision of support services to Supportive Housing Tenants. All parties agree to ensure continuing linkages for the duration of the compliance period.

All parties agree to advise one another of highly pertinent matters in the delivery of supportive services and understand that each is bound by confidentiality standards regarding the exchange of client information. Appropriate releases will be secured when confidential client information needs to be shared. In addition, all parties agree that the programs and services available shall be provided to the benefit of the qualified households or tenants who shall reside at Rosenwald Pointe, subject to determination of eligibility and desire of households to receive them.

WMRE and Valley Community Services Board will work together to develop options that may be used as an alternative to eviction. As such, the team will utilize an eviction prevention plan and incorporate processes which will include guidelines that address eviction prevention, repayment plans, and other lease violations.

In the event that an ASH tenant becomes at risk for eviction and when feasible, eviction prevention plans will be utilized as an alternative to eviction.

#### **V. GENERAL TERMS**

**Terms.** This Agreement will begin effective February 27, 2024 and will continue through February 27, 2025. This Agreement will be automatically renewed with the same terms and conditions annually thereafter except where either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

**Dispute Resolution.** The parties agree to use their best efforts to fulfill their respective responsibilities described in this Agreement. If, in the reasonable and good faith determination of one of the parties hereto, the other party(ies) is/are not adequately fulfilling such responsibilities, such complaining party must give notice thirty (30) days in advance to the other party(ies), describing in detail what responsibility is not being fulfilled, and allow the other party(ies) that time to correct or remedy the situation. If, after such notice and reasonable period of time to correct or remedy the situation, the other party(ies) has/have still failed to fulfill adequately the responsibilities under this Agreement, the complaining party(ies) shall have the right to terminate this Agreement.

**Termination.** Either party may terminate this Agreement by giving the other party ninety (90) days prior written notice. The party wishing to terminate this agreement for cause must provide a

written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) days for the party in breach or default to respond to said notice with an acceptable plan to cure cause for termination.

**Confidentiality.** Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and Valley Community Services Board agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE, and Valley Community Services Board agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this Agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgement.

**Applicable Law.** This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Virginia, without giving effect to conflicts of laws principles. Venue for any disputes under this Agreement shall lie in Virginia.

**Nondiscrimination.** There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the operations of the project by Rosenwald Pointe LP, Woda Cooper Development, Inc., WMRE and Valley Community Services Board.

**Severability.** In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the Agreement.

**Amendments.** This Agreement may be amended only in writing and authorized by the designated representative of Rosenwald Pointe LP, Woda Cooper Development, Inc., Woda Management & Real Estate, LLC, and Valley Community Services Board.

**Indemnity.** Each party to this Agreement hereby agrees to indemnify, defend and hold harmless, the other party(ies), including the respective officers, directors and employees of the indemnified party and their agents, and the Project from and against any and all claims, demands, losses, liabilities, actions, liens, lawsuits and other proceedings, judgments and awards, and from costs and expenses, (including without limitation reasonable attorneys' fees) arising directly or indirectly, in whole or in part, out of the negligence, willful misconduct or omissions of the indemnifying party or any of its partners, officers, directors, agents or employees. The provisions of this Section shall survive termination of this Agreement and any transfer or conveyance of the Project or of any interest in the Project.

**Counterparts.** This Agreement may be signed in multiple counterparts, each of which will be an original, and all of which together shall constitute one and the same document. The parties agree that a signature affixed to any counterpart of this Agreement and delivered by facsimile or email

shall be valid, binding and enforceable against such party, it being understood that all parties need not sign the same counterpart.

## **VI. PRIMARY CONTACTS**

**Owner: Rosenwald Pointe Limited Partnership**

Name: Gregory Mustric  
Phone: 614-396-3222  
Email: [gmustric@wodagroup.com](mailto:gmustric@wodagroup.com)

**Real Estate Developer: Woda Cooper Development, Inc.**

Name, Title: Gregory Mustric, Vice President  
Phone: 614-396-3222  
Email: [gmustric@wodagroup.com](mailto:gmustric@wodagroup.com)

**Property Manager: Woda Management and Real Estate, LLC**

Name, Title: Kathleen Osterman, Regional Vice President  
Phone: 614-396-3200  
Email: [kosterman@wodagroup.com](mailto:kosterman@wodagroup.com)

**Resident Service Provider: Valley Community Services Board**

Name, Title: Lydia Campbell, CSAC, QMHP-A, Community Based Services Manager  
Phone: 540-213-7542  
Email: [lcampbell@vcsb.org](mailto:lcampbell@vcsb.org)

**[END OF DOCUMENT -SIGNATURE PAGE FOLLOWS]**



Exhibit A



## Provider Details

**Name:** Valley Community Services Board  
**License Number:** 105  
**Provider Address:** 85 Sanger's Lane  
 Staunton, VA 24401  
**Contact:** Dana Fitzgerald  
 (540) 213-7380  
**Status:** Active

## Services

Click the link in the Service License column to view the locations, investigations, and inspections for the selected service.

Service License	Service Provided	Status	License Type	Effective Date	Expiration Date	Diagnosis	Gender	Demographics
16-002	DD Case Management Service	Active	Triennial	04/04/2024	04/03/2027	Developmental Disability	Both	Children, Adolescents
01-005	ICF-IID	Active	Triennial	04/04/2024	04/03/2027	Developmental Disability	Both	Adults
08-011	DD Sponsored Residential Homes Service	Active	Triennial	04/04/2024	04/03/2027	Developmental Disability	Both	Adults
02-008	DD Day Support Service	Active	Annual	04/04/2024	04/03/2025	Developmental Disability	Both	Adults, Geriatric
03-001	Mental Health Community Supports Service	Active	Annual	12/01/2023	04/03/2024	Mental Health		
18-002	ACT Service (Small Team)	Active	Annual	07/01/2023	04/03/2024	Mental Health	Both	Adults
07-013	Outpatient SA Service	Active	Annual	07/01/2023	04/03/2024	Substance Abuse	Both	Adults
07-014	Outpatient SA Service	Active	Annual	07/01/2023	04/03/2024	Substance Abuse	Both	Children, Adolescents
02-035	SA Intensive Outpatient Service	Active	Annual	07/01/2023	04/03/2024	Substance Abuse	Both	Adults
07-006	Outpatient Service /Crisis Stabilization	Active	Triennial	10/27/2021	04/03/2024	Mental Health	Both	Children, Adolescents, Adults, Geriatric
07-003	Outpatient MH Service	Active	Triennial	07/01/2021	04/03/2024	Mental Health	Both	Children, Adolescents, Adults
16-003	SA Case Management Service	Active	Triennial	04/04/2021	04/03/2024	Substance Abuse	Both	Adults
16-005	Children and Adolescents MH	Active	Triennial	04/04/2021	04/03/2024	Mental Health	Both	Children, Adolescents

	Case Management Service							
16-004	Adult MH Case Management Service	Active	Triennial	04/04/2021	04/03/2024	Mental Health	Both	Adults



**Woda Cooper Companies, Inc.**

Tab S Free on-call, telephonic or virtual healthcare services with a licensed provider (15 points)

Rosenwald Pointe Limited Partnership has entered into an agreement with Augusta Resources for Resilience, Opportunity, and Wellness (ARROW) to provide telehealth services at no cost to the resident. Please see the attached contract. Each unit will be eligible for two (2) telehealth services per year through this partnership. The estimated annual expense for these services is in the Reservation Application in the budget tab under Operating Expenses – Miscellaneous Administrative on line item 13.

**AUGUSTA RESOURCES FOR RESILIENCE, OPPORTUNITY, AND WELLNESS**  
**STANDARD CONTRACT**

This Contract entered into this 11th day of March 2024 by Rosenwald Pointe Limited Partnership hereinafter called (“Rosenwald”) and the Augusta Resources for Resilience, Opportunity, and Wellness hereinafter called (“ARROW”).

**WITNESSETH** that Rosenwald and ARROW, in consideration of the mutual covenants, promises, and agreements herein contained and/or attached agree as follows:

**SCOPE OF SERVICES:** ARROW shall provide up to two telehealth outpatient counseling sessions to any resident of Rosenwald Pointe at no cost to the resident.

**PERIOD OF PERFORMANCE:** The initial performance period will begin on the date Rosenwald Pointe is placed in service, expected to be October 1, 2026 with one year renewals, thereafter if mutually agreed. Each annual renewal will be based on the initial Placed in Service date.

**COMPENSATION AND METHOD OF PAYMENT:** Per attached proposed fee quote. The contract value from approximately October 1, 2026 through approximately October 1, 2027 will be paid as a single annual payment in the amount of \$4,240.

**CONTRACT DOCUMENTS:** The Contract documents shall consist of this signed contract, and Business Associate Agreement all of which contract documents are incorporated herein.

**IN WITNESS THEREOF**, the parties have caused this contract to be duly executed intending to be bound thereby.

**[END OF DOCUMENT – SIGNATURE PAGE TO FOLLOW]**

**SIGNATURE PAGE**

**Augusta Resources for Resilience, Opportunity, and Wellness**

By:   
Name: Sabrina Burress  
Its: Executive Director  
Date: 3/11/2024

**Rosenwald Pointe Limited Partnership**  
A Virginia Limited Partnership

**By: Rosenwald Pointe GP, LLC**  
**An Ohio Limited Liability Company**  
**Its General Partner**

**By: Woda Cooper Communities II, LLC**  
**An Ohio Limited Liability Company**  
**Its Sole Member**

By:   
Name: David Cooper, Jr.  
Its: Manager  
Date: 3/11/2024

**BUSINESS ASSOCIATE AGREEMENT**  
**PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION**

**THIS BUSINESS ASSOCIATE AGREEMENT** is made as of March 6, 2024 by Augusta Resources for Resilience, Opportunity, and Wellness (herein referred to as “Covered Entity”), with offices at 11 Middlebrook Avenue, Staunton, VA 24401 and Rosenwald Pointe Limited Partnership, (here in referred to as “Business Associate”), a Virginia Limited Partnership established for the creation/ownership of affordable multifamily housing units in the City of Waynesboro, Virginia with an office at 500 South Front Street, 10<sup>th</sup> Floor, Columbus, OH 43215.

This BUSINESS ASSOCIATE AGREEMENT (herein referred to as the “Agreement”) constitutes a non-exclusive agreement between the Covered Entity, which administers health services, and the Business Associate named above.

The Covered Entity and Business Associate, as defined in section 160.103 of the Final HIPAA Privacy Rule, have entered into this Business Associate Agreement to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Final Privacy regulation requirements for such an Agreement, as well as our duty to protect the confidentiality and integrity of Protected Health Information (PHI) required by law, Department policy, professional ethics, and accreditation requirements. Parties signing this Agreement shall fully comply with the provisions of the Regulations implementing HIPAA.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

I. Definitions.

As used in this contract, the terms below will have the following meanings:

- a. Business Associate: A person or organization that performs a function or activity on behalf of the Covered Entity, but is not part of the Covered Entity's workforce. A business associate can also be a covered entity in its own right.
- b. Covered Entity: Includes 1) All health care providers who transmit any health information electronically in connection with standard financial or administrative transactions, 2) All health plans, 3) All health care clearinghouses. Covered entities are accountable for PHI.
- c. Protected Health Information (PHI): Any information that is created or received by a Covered Entity that relates to the past, present, or future physical or mental health or condition of an individual, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d. Privacy Rule: Shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- e. Required By Law: Shall have the same meaning as the term “required by law” in 45 CFR 164.501

II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, and in a timely manner, to Protected Health Information to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary of Health and Human Services, in a timely manner or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- h. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- i. Business Associate agrees to provide to Covered Entity or an Individual, in a timely manner, information collected in accordance with Section h of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### III. General Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as

Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- c. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).
- d. Where applicable, the following provisions regarding disclosure of confidential substance abuse treatment and diagnostic information will be adhered to in accordance with 42 CFR 2:
  - i. Disclosure *with* consent must state the prohibition on re-disclosure
  - ii. Sharing SA PHI with primary care providers, even physicians co-located at one's site, requires a release and is prohibited from re-disclosure without additional consent
  - iii. PHI may conditionally be disclosed/re-disclosure for Research or Audits & Evaluations

#### IV. Obligations of Covered Entity

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions:

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected health information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### V. Permissible Request by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

#### VI. Termination

Covered Entity may immediately terminate this Contract if Covered Entity determines that Business Associate has violated a material term of this Contract. This Agreement shall remain in effect unless terminated for cause by [Covered Entity] with immediate effect, or until terminated by either party with not less than thirty (30) days prior written notice to the

other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement before the effective date of termination. Within thirty (30) days of expiration or earlier termination of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form and retain no copies of such PHI. Business Associate shall provide a written certification that all such PHI has been returned or destroyed, whichever is deemed appropriate. If such return or destruction is infeasible, Business Associate shall use such PHI only for purposes that make such return or destruction infeasible and the provisions of this Contract shall survive with respect to such PHI.

VII. Effect of Termination

Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected health Information. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of Protected Health Information is infeasible. Upon negotiation that return or destruction of Protected health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected health information and limit further uses and disclosures of such Protected health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected Health Information.

VIII. Amendment

Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to the Business Associate, amend this Agreement in such manner as Covered Entity determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty (30) days of Covered Entity's notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement by written notice to the other.

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date first above written.

**[END OF DOCUMENT – SIGNATURE PAGE FOLLOW]**

**SIGNATURE PAGE**

**Augusta Resources for Resilience, Opportunity, and Wellness**

By:   
Name: Sabrina Burress  
Its: Executive Director  
Date: 3/11/2024

**Rosenwald Pointe Limited Partnership**  
A Virginia Limited Partnership

**By: Rosenwald Pointe GP, LLC**  
**An Ohio Limited Liability Company**  
**Its General Partner**

**By: Woda Cooper Communities II, LLC**  
**An Ohio Limited Liability Company**  
**Its Sole Member**

By:   
Name: David Cooper, Jr.  
Its: Manager  
Date: 3/11/2024

# **Tab T:**

Funding Documentation

March 12, 2024



Woda Cooper Companies, Inc.  
c/o Garrett LeDonne, Senior Vice President  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

Re: Rosenwald Pointe  
Financing Proposal

Dear Mr. LeDonne:

Merchants Capital Corp. recognizes that Rosenwald Pointe is a Low-Income Housing Tax Credit development located in Waynesboro, VA. Merchants Capital Corp. acknowledges that we have reviewed 1) the tax credit application to be submitted by the Applicant to VHDA; 2) the minimum set-aside election (average income set-aside) and the income and rent restrictions elected by the Applicant; 3) the minimum Underwriting Criteria set forth in the 2024 QAP; and 4) any other special use restriction elections made by the Applicant.

Rosenwald Pointe consists of Fifty-Three (53) units, providing affordable rental housing to families, subject to various special use restrictions:

- Fourteen (14) units will be set aside for those earning at or below thirty percent (30%) of the Waynesboro City area median income.
- Thirteen (13) units will be set aside for those earning at or below fifty percent (50%) of the Waynesboro City area median income.
- Twenty-Six (26) units will be set aside for those earning at or below eighty percent (80%) of the Waynesboro City area median income.

Merchants Bank of Indiana will provide construction financing for Rosenwald Pointe under the following terms and conditions:

BORROWER:	Rosenwald Pointe Limited Partnership
LOAN AMOUNT:	\$17,120,000
INTEREST RATE:	8.50%
TERM:	30 Months
AMORTIZATION:	Interest Only
FEE:	1.00%

COLLATERAL

First mortgage on the subject parcel(s) and all improvements including fifty-three units known as Rosenwald Pointe, and assignment of tax credits

Merchants Capital Corp. will provide permanent financing for Rosenwald Pointe under the following terms and conditions:

BORROWER:	Rosenwald Pointe Limited Partnership
LOAN AMOUNT:	\$2,125,000
INTEREST RATE:	7.50%
TERM:	15 Years
AMORTIZATION:	40 Years
FEE:	1.00%
COLLATERAL	First mortgage on the subject parcel(s) and all improvements including fifty-three units known as Rosenwald Pointe, and assignment of tax credits

This proposal is subject to the borrower's ability to obtain and syndicate IRS Section 42 Low-Income Housing Tax Credits for the development, in an amount and under terms satisfactory to Merchants Capital Corp. and the following conditions:

1. Final review and approval of the financial forecasts;
2. Final review and approval of plans and specifications;
3. Review and approval of appraisal and environmental reports;
4. Completion of constructions and satisfactory inspection by an authorized architect as approved by Merchants Capital Corp.;
5. Verification of funding of equity and any other funding sources;
6. Full due diligence and approval by Merchants Capital Corp.

Please understand this is a letter of intent to provide financing and is not a commitment. Thank you for the opportunity to participate in this development.

Sincerely,



---

Michael R. Dury, President & CEO  
Merchants Capital Corp.

# **Tab U:**

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



**Virginia Housing  
Free Housing Education Acknowledgement**

I \_\_\_\_\_, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here: [www.virginiahousing.com/renters](http://www.virginiahousing.com/renters).

By signing below, I acknowledge that I have read, and understand the terms of all items contained this form.

Resident Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

Parcel Nos. 37/2/20, 37/2/19, 37/8/4, 37/5/15, 37/5/14, 37/5/13, 37/5/12, 37/5/11, 37/5/10, 37/5/9, 37/5/8 and 37/5/7

PREPARED BY: Matthew Greeson, Esq. VA Bar No.83939  
WHEN RECORDED MAIL TO: Reno & Cavanaugh PLLC  
455 Massachusetts Avenue, NW, Suite 400  
Washington, DC 20001

## **RIGHT OF FIRST REFUSAL** **AGREEMENT**

### **(Rosenwald Pointe)**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among Rosenwald Pointe Limited Partnership, a Virginia limited partnership (the "Owner" or the "Company"), Bay Aging , a Virginia non-stock nonprofit corporation (the "Grantee"), and is consented to by Rosenwald Pointe GP, LLC, an Ohio limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [ State Registered] limited liability company (the "**Investor Member**") and [Special Member] ] **[SPECIAL LIMITED PARTNER, L.L.C.]**, a [State Registered] limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

### Recitals

- A. The Owner, pursuant to its [Amended and Restated] Partnership Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of a 53-unit apartment project for families located in Waynesboro , Virginia and commonly known as "Rosenwald Pointe" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any

reserves of the Partnership that is required by Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

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

Section 3. Purchase Price; Closing

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

#### Section 4. Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
- (i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and
  - (ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:
- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
  - (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

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

Section 5. Contract and Closing

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

Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**”

latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner’s attorney’s fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner’s title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

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

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

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

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

Section 9. Option to Purchase

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

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received two (2) business days after being deposited in the United States mail and sent by

certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, Kathy E. Vesley, President & CEO, 5306 Old Virginia Street PO Box 610, Urbanna, VA 23175.

#### Section 11. Severability of Provisions

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

#### Section 12. Binding Provisions

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

#### Section 13. Counterparts

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

#### Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow 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 Members [and Virginia Housing].

Section 17. Time

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

Section 18. Legal Fees

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

Section 19. Subordination

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

Section 20. Rule Against Perpetuities Savings Clause

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

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

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

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

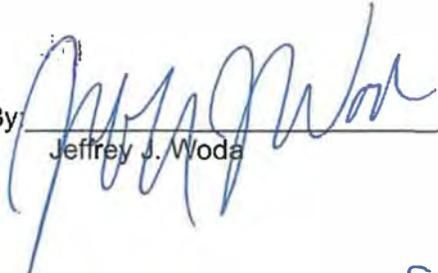
IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

**OWNER:**

**Rosenwald Pointe Limited Partnership**, a Virginia limited partnership

By: Rosenwald Pointe GP, LLC, , an Ohio limited liability company, its general Partner

By: Woda Cooper Communities II, LLC, its Managing Member

By:  its Manager  
Jeffrey J. Woda

State of Ohio CITY/COUNTY OF Franklin

On March 12, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Jeffrey J. Woda, 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 his capacity as Manager of Woda Cooper Communities II, LLC, the managing member of Rosenwald Pointe GP, LLC, the General Partner of Rosenwald Pointe Limited Partnership 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: 7/19/27

Registration No.: 2022-RE-843279

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

**GRANTEE:**

Bay Aging, a Virginia non-stock nonprofit corporation

By: *Kathy E. Vesley*

Name: Kathy E. Vesley

Title: President & CEO

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Middlesex

On March 12, \_\_\_\_\_, 20 24, before me, the undersigned, a notary public in and for said state, personally appeared Kathy E. Vesley, 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 President & CEO of Bay Aging, 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: *Stephanie Mary Hutton*

Commission Expires: 11/30/2026

Registration No.: 7780473



Right of First Refusal

Agreement [Project name]  
Apartments Signature  
Page 2 of 4

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

**GENERAL PARTNER:**

**Rosenwald Pointe GP, LLC**, an Ohio limited liability company

By: Woda Cooper Communities II, LLC >  
By:   
Its: Jeffrey J. Woda, Manager

STATE OF OHIO <sup>County of</sup> CITY OF Franklin

On March 12, 2021, before me, the undersigned, a notary public in and for said state, personally appeared Jeffrey J. Woda, 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 Manager of Woda Cooper Communities II, LLC , the managing member of Rosenwald Pointe GP, LLC , 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: 1/19/27

Registration No.: 2022-RE-843279

Agreement [Project  
name] Apartments  
Signature Page 3 of 4

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

**INVESTOR MEMBER:**

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

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

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

**SPECIAL MEMBER:**

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

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

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

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared [ \_\_\_\_\_ ], personal 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, LLC.**, 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 \_\_\_\_\_

Agreement [Project  
name] Apartments  
Signature Page 4 of 4

**EXHIBIT A**

**LEGAL DESCRIPTION**

[insert legal]

## **LEGAL DESCRIPTION**

The Land is described as follows:

The following described real property located in County City of Waynesboro, State of Virginia; being more particularly described as follows:

### **PARCEL A:**

Parcel One: All that certain lot or parcel of land containing 0.61 acre, more or less, together with the improvements thereon, and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, lying and being situate in the Basic Section of the City of Waynesboro, Virginia, being known and designated as LOT NO. TWO (2) in the subdivision of the M. M. Johnson Estate, and being more fully described by a metes and bounds description found within a deed dated October 14, 1944, which is of record in the Clerk's Office of the Circuit Court of Augusta County, Virginia in Deed Book 326, at page 497.

Parcel Two: All that certain lot or parcel of land containing 0.44 acre, more or less, together with the improvements thereon, and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, lying and being situate in the Basic Section of the City of Waynesboro, Virginia, being a portion of the subdivision of the M. M. Johnson Estate and being more particularly described by a metes and bounds description found within a deed from Lucy A. Mahoney and husband to Hattie D. Mars and husband, dated May 31, 1945, which is of record in the Clerk's Office of the Circuit Court of Augusta County, Virginia in Deed Book 331, at page 70.

LESS AND EXCEPT THEREFROM a strip of land containing 10.01 feet in width and 116.52 feet in width conveyed to ACEND 2002, LLC, a Virginia limited liability company, by a deed dated July 10, 2007, which is recorded in the Clerk's Office of the Circuit Court of the City of Waynesboro, Virginia as Instrument No. 070002365, and shown on plat attached thereto.

BEING the same land and premises that Michele Jordan, Trustee of the Lee Land Trust, dated March 29, 2021 by deed dated 03/25/2021, and recorded on 06/16/2021, Office of the Recorder of Deeds in and for City of Waynesboro County, State of Virginia, in Deed Instrument No. 210001717, did grant and convey unto LDV Development, LLC, a Nevada limited liability company, in fee.

AND

### **PARCEL B:**

Tract 1: All that certain lot or parcel of land together with all improvements thereon, and all rights, privileges and appurtenances thereunto belonging or anywise appertaining, lying and being in the City of Waynesboro, Virginia, and more particularly described as PARCEL "D" on a plat entitled "WAIVER OF SUBDIVISION PLAT FOR ROBERT L., JR., & ELLEN B. WOOSLEY, WAYNESBORO, VIRGINIA." dated November 19, 1999, made by Brenneman Engineering, a copy of which is of record in the Clerk's Office of the Circuit Court of the City of Waynesboro, Virginia, attached to deed of record at Deed Book 277, Page 296;

Tract 3: All those eleven certain lots or parcels of land, designated on the plat of C.M. Meadow property, dated July 27, 1945, made by W.A. Crawfords, S.A.C., of record in the office of the Clerk of the Circuit Court of Augusta County, Virginia, in Deed Book 358, Page 280, as Lots Seven (7) through Seventeen (17) inclusive;

BEING the same land and premises that Hugh F. Larew, by deed dated 02/20/2007, and recorded on 02/21/2007, Office of the Recorder of Deeds in and for City of Waynesboro County, State of Virginia, in Deed Instrument No. 070000533, did grant and convey unto ACEND 2002, LLC, a Virginia limited liability company, in fee.

Parcel Nos. 37/2/20, 37/2/19, 37/8/4, 37/5/15, 37/5/14, 37/5/13, 37/5/12, 37/5/11, 37/5/10, 37/5/9, 37/5/8 and 37/5/7

~~RECORDING REQUESTED~~ PREPARED BY: Matthew Greeson, Esq. VA Bar  
No. 83939  
~~AND~~ WHEN RECORDED MAIL TO: Reno & Cavanaugh PLLC  
455 Massachusetts Avenue, NW, Suite 400  
Washington, DC 20001

## RIGHT OF FIRST REFUSAL AGREEMENT

~~([Project name] Apartments Rosenwald  
Pointe)~~

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of [Closing Date] by and among ~~[OWNER ENTITY]~~ Rosenwald Pointe Limited Partnership, a Virginia limited liability company ~~partnership~~ (the “Owner” or the “Company”), ~~[GRANTEE]~~ Bay Aging, a Virginia non-stock nonprofit corporation (the “Grantee”), and is consented to by ~~[MANAGING MEMBER ENTITY]~~, a Virginia Rosenwald Pointe GP, LLC, an Ohio limited liability company (the “Managing Member”), ~~[INVESTOR ENTITY]~~, a [State Registered] limited liability company (the “Investor Member”) and [Special Member] ~~[SPECIAL LIMITED PARTNER, L.L.C.]~~, a [State Registered] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

### Recitals

- A. The Owner, pursuant to its [Amended and Restated] ~~Operating~~ Partnership Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of ~~an [Number]]~~ a 53-unit apartment project for families located in ~~[Jurisdiction]~~ Waynesboro, Virginia and commonly known as “~~[Project name]~~  Apartments Rosenwald Pointe” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth

herein;

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

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any

reserves of the Partnership that is required by Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

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

Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

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

Section 4. Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
  - (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

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

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

Section 5. Contract and Closing

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

Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS,**”

latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner’s attorney’s fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner’s title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

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

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any

rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

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

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner’s status as owner

of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

#### Section 9. Option to Purchase

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

shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

#### Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received

(i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, ~~[Grantee Contact Name][Grantee Mailing Address]~~ and Section 11. Severability of Provisions Kathy E. Vesley,  
President & CEO, 5306 Old Virginia Street PO Box 610,  
Urbanna, VA 23175.

#### Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is

determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

#### Section 12. Binding Provisions

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

#### Section 13. Counterparts

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

#### Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow 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 Members [and Virginia Housing].

Section 17. Time

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

Section 18. Legal Fees

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

Section 19. Subordination

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

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last

survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one

(21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running

with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

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

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

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

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

**OWNER:**

~~{OWNER ENTITY}, a {Rosenwald Pointe, a Virginia} limited liability company~~  
partnership

By: ~~{Managing Member Entity}, a {Virginia} Rosenwald Pointe GP, LLC, an Ohio~~ limited liability company, its ~~managing member~~ By: ~~Managing Member of MM if applicable~~  
general Partner

By: Woda Cooper Communities II, LLC, its Managing Member

By: ~~Authorized Owner Signatory~~ \_\_\_\_\_, its Manager  
Jeffrey J. Woda

~~COMMONWEALTH OF VIRGINIA~~

~~CITY~~State of Ohio~~CITY~~/COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared ~~E~~ \_\_\_\_\_, Jeffrey J. Woda, 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~~his capacity as ~~E~~ \_\_\_\_\_  
\_\_\_\_\_Manager of Woda Cooper Communities II, LLC, the managing member of ~~the {Managing Member Entity}, which is the managing member of {Owner Entity} and that by her~~Rosenwald Pointe GP, LLC, the General Partner of Rosenwald Pointe Limited Partnership 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: \_\_\_\_\_

Registration No.: \_\_\_\_\_

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

**GRANTEE:**

~~\_\_\_\_\_~~ Bay Aging, a Virginia non-stock nonprofit corporation

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

Name: Kathy E. Vesley

Title: President & CEO

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared ~~\_\_\_\_\_~~

Kathy E. Vesley, 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 ~~\_\_\_\_\_~~ as President & CEO of Bay Aging, 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: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Right of First Refusal  
Agreement [Project name]  
Apartments Signature  
Page 2 of 4

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

~~MANAGING MEMBER~~ **GENERAL PARTNER:**

~~[MANAGING MEMBER ENTITY]~~, a Virginia **Rosenwald**

**Pointe GP, LLC**, an Ohio limited liability company ~~By: \_\_\_~~

By: Woda Cooper Communities II, LLC >

By: \_\_\_\_\_  
Its: Jeffrey J. Woda, Manager

~~COMMONWEALTH~~ STATE OF

~~VIRGINIA~~ OHIO CITY/~~COUNTY~~ OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared ~~[-~~ Jeffrey J. Woda, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~[she]he~~ executed the same in ~~her~~his capacity as ~~[-~~ the sole Manager of Woda Cooper Communities II, LLC, the managing member of ~~[Managing Member Entity]~~ Rosenwald Pointe GP, LLC, and that by ~~her~~his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

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

Commission Expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

RightofFirstRefusal  
Agreement [Project  
name] Apartments  
Signature Page 3 of 4

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

**INVESTOR MEMBER:**

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

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

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

**SPECIAL MEMBER:**

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

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

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

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

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

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

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

[insert legal]

# **Tab W:**

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



# WODA COOPER COMPANIES

3/1/2024

Stephanie Flanders  
Director of LIHTC Programs  
Virginia Housing  
601 S. Belvidere Street  
Richmond, VA 23220

Re: Internet Service

Dear Ms. Flanders:

Please be advised that Rosenwald Pointe will provide free individual Wi-Fi internet service for all units per the QAP and Tax Credit Manual for 12 points. Free community room Wi-Fi restricted to development residents will also be provided per the QAP and Tax Credit Manual. There will be a rotating password and only accessible to residents. The Resident Education Information and Draft Resident Acknowledgment Form will be included in all tenant files.

The internet service provided will be 25 Mbps download and 3 Mbps upload.

Please see the following attached documents that will also be provided to residents:

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

In addition, the development team will include the resident education and form in all resident files.

Sincerely,

WODA COOPER DEVELOPMENT, INC.

David Cooper, Jr.  
President



# WODA COOPER COMPANIES

## Resident Acknowledgement Form

### RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities

By signing below, I acknowledge that I have been provided a copy and have thoroughly reviewed the Internet Security Plan and Resident Internet Education Information and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

#### Rules of Operation

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

Furthermore, I acknowledge that free individual Wi-Fi internet service will be provided. I agree to use good judgement when using the free Wi-Fi internet service. I agree to avoid downloading questionable applications, and I agree to report any questionable applications links and emails. I have read the Rules of Operation above and I will abide by them.

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

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_



**Rosenwald Pointe**

**INTERNET SECURITY PLAN**

The internet service in the community room will have a rotating password that is only accessible to residents. The network router will be located in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.

The Resident Education Information and Draft Resident Acknowledgment Form will be included in all tenant files.

# Resident Internet Education Information



# Internet Safety

Playing it safe while playing online



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



# Privacy & Personal Information



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

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

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

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

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

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



Think before you click



Do you know who sent that email?



# Passwords

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

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

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



A great tool online that creates kid friendly passwords is the website, [www.dinopass.com](http://www.dinopass.com)

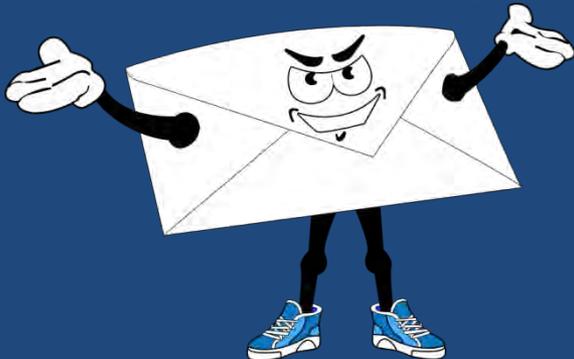
# Spam



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

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

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



How do you know it is spam?

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



# Malware



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

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

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

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



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

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

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

# Adware

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

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

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

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



# Trojan Horse

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

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

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

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



# Worms

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

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

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





# Virus

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

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

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

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

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

# Social Media



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

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

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

# Geotagging



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

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

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

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

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



# Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

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

[Definition of Slander on Law.com](#)

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



# Be Careful of What You Say!



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

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

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

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

# Stranger Danger Online



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

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

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

# How to Protect Yourself in Online Chats

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





# Cyberbullying

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



# Consequences of Cyberbullying

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

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

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

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

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

# Consequences of Cyberbullying

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

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - [www.stopbullying.gov](http://www.stopbullying.gov)

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





# The Effects of Cyberbullying

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



# Dealing with Cyberbullying

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



# About Sexting



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

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

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

22% of teen girls

18% of teen boys

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

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

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



# About Sexting



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

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

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

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

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

# Legal Consequences of Sexting

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



Information Provided By:  
Office of the Attorney  
General

202 North Ninth Street  
Richmond, Virginia 23219

(804) 786-2071

[www.ag.virginia.gov](http://www.ag.virginia.gov)

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

## ***Rosenwald Pointe***

### ***Tenant Selection Plan and 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 Rosenwald Pointe will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. The majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

Woda Management & Real Estate, LLC (“WMRE”) will be responsible for the management of Rosenwald Pointe. WMRE will be responsible for all traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, WMRE will be responsible for the development and management of community and resident services program. There will be a property manager on-site at Rosenwald Pointe. The files will also be kept on-site at Rosenwald Pointe.

Rosenwald Pointe is located at approximately 1008 B Street, Waynesboro, VA 22980. Rosenwald Pointe will be a 53-unit residential development. 15% of the total units (8 units) will be marketed and held available for tenants in need of supportive services. These 8 units are designated for Accessible Supportive Housing (“ASH”). The ASH units and Rosenwald Pointe development will meet the requirements identified in the ASH Pool Guidelines listed in the Virginia Housing Tax Credit Manual and the Virginia Housing Permanent Supportive Housing Services Certification for projects qualifying for the ASH Pool. The target populations for the ASH units will be designated for individuals or families that are homeless, at-risk of homelessness, seniors, or who have multiple barriers to independent living including disabilities which may include persons with intellectual/developmental disabilities (I/DD). The development will provide rent subsidies in order to ensure occupancy by extremely low-income persons for 15% of the units. The ASH pool units will be actively marketed and rented to households including at least one person with a disability. Rosenwald Pointe Limited Partnership will not impose tenant selection criteria or leasing terms to the ASH units having state rental assistance 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.

Rosenwald Pointe Limited Partnership and WMRE commit to providing *a first preference on its waiting list for persons with an intellectual or developmental disability (ID/DD) for the greater of 8 units or 15% of the units.* At least 15% of the units will

conform to HUD regulations interpreting the fully, permanently accessible unit requirements of Section 504 of the Rehabilitation Act as referenced in the requirements set forth in the Uniform Federal Accessibility Standards “UFAS”. As mentioned in Section II. Marketing and Outreach, Rosenwald Pointe Limited Partnership and WMRE will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) and Virginia Department of Behavioral Health and Developmental Services (DBHDS). WMRE will retain tenant verification letters, and the Acknowledgement and Settlement Agreement Target Population Status. Developmental Disability units will be confirmed by VH; Elizabeth Seward, Director, Statewide Housing Initiatives, (804)-343-5615.

## **I. Affirmative Marketing**

WMRE is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. WMRE, 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. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure. Any resident who has questions not answered by the housing staff will be referred to the Regional Director of WMRE.

## **II. Marketing and Outreach**

WMRE will locate people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act which will be accomplished as follows:

### **1. Networking**

WMRE will contact local centers for independent living and disability services boards and other service organizations via phone and printed communication. Additionally, WMRE will notify such organizations of vacancies. The contacts will include the following organizations:

- STOP Inc.: 757-858-1360
- Valley Community Services Board: 540-887-3200
- Resources for Independent Living, Inc.: 804-353-6503

- Community Action Partnership of Staunton, Augusta, Waynesboro: 540-292-0017
- Shenandoah Valley Social Services: 540-942-6646
- Salvation Army: 540-943-7591
- Valley Program for Aging Services: 540-949-7141
- Central Virginia Continuum of Care: 434-427-2442
- Virginia Department for Aging and Rehabilitative Services: 804-662-7000 and 1-800-552-5019
- Virginia Association of Community Services Boards: 804-330-3141
- Department of Rehabilitative Services: 540-332-7700
- Department of Veterans Services: 877-285-1299
- Continuum of Care Organizations
- Virginia Board for People with Disabilities: 804-786-0016
- Virginia Easy Access: 1-888-992-0959
- Centers for Independent Living (Valley Associates for Independent Living, Inc.)
  - Disability Resource Center: 540-433-6513
  - Access Independence: 1-888-242-2845
- **Virginia Department of Medical Assistance Services (DMAS): 804-786-7933**
- **Virginia Department of Behavioral Health and Developmental Services (DBHDS): 804-786-3921**
- Any other appropriate resource agencies/organizations, non-profits that assist persons with disabilities, churches, veteran's organizations, service clubs (Rotary, Kiwanis, Ruritans, VFW), patient services of local hospitals and nursing homes

- Places of employment, unemployment offices, welfare and post offices, grocery stores, churches, community halls, public transportation centers, and local non-profit organizations

### **Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth**

- Unless prohibited by any 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.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VH.

### **2. Internet Search and Digital Advertising**

Woda Management & Real Estate, LLC will also list the property on the following websites at the start of lease up and for the duration of the compliance period:

- The property will be listed on [www.virginiahousingsearch.com](http://www.virginiahousingsearch.com) , which includes information on amenities available for the Target Population(s). It will be listed at the start of lease up and for the duration of the compliance period.
- [www.hud.gov](http://www.hud.gov)
- [www.craigslist.org](http://www.craigslist.org)
- [www.accessva.org](http://www.accessva.org)
- <http://dbhds.virginia.gov>
- [www.wodagroup.com](http://www.wodagroup.com)
- Other applicable apartment listing websites

### **3. Print Media**

Print media sources will also be identified in the area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logotype, 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 will be 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 project 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 printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two-color brochures can be produced at low cost which will effectively sell the apartments and community. This brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer will incorporate graphics as well as a small amount of copy and will be designed to generate traffic.
- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer will be created and distributed to all residents announcing the incentive program. (\$50-\$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the Management office and will be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers should be changed several times each year to reflect the season or any type of special referral program.

### **III. Public and Community Relations**

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters will be displayed in English and Spanish in the Rental Office. Also posted in the Rental Office will be instructions to anyone who believes they have been discriminated against to contact the Regional Manager at WMRE directly. WMRE encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness,

marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, churches, mosques, synagogues, city officials, 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 specifically for resident interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the resident and the responsibilities which the resident will be expected to assume.

Times of Operation - the Management Office will be open Monday through Thursday from 9:00 A.M. to 2:00 P.M. Applicants will be processed at the Management Office in accordance with approved criteria. Move-in process and orientation to property - applicants meet with the Housing Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

On-site staff will perform housekeeping/home visits, check previous landlord and personal references, verify income, perform criminal/sex offender and credit background checks for each application submitted. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New tenants will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures, and a review of the Lease documents.

#### **Tenant Selection Criteria**

Tenant Selection will include maximum income standards under the Low-Income Housing 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.*

## **Application Processing**

Application processing will be done by the housing staff at the Management Office, who are trained and experienced in Fair Credit Law. As stated before, the processing will include a review of prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The on-site staff will make further reviews for inaccuracies in the application.

The annual income and family composition are the key factors for determining eligibility. However, the Property Manager will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below your threshold, but you have determined the applicant has no bad credit *and* no negative rental history *and* no criminal history and enough income to qualify, then you can conditionally approve the application after you have contacted the prior landlord. In these cases, the application must be reviewed by the Associate Director before final approval.

Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if;
  - There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
  - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
  - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried.

The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded.

- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Rosenwald Pointe is located. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible for units available on the property.
- Applicants must receive satisfactory referrals from all previous Landlords.
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
- Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
- Applicants must provide a doctor's statement and/or other proof of any handicap or disability if required.
- Applicants must provide a birth certificate or other acceptable HUD approved forms of documentation for all household members.
- Applicants must complete the Application for Lease and all verification forms truthfully.
- Applicants must provide all information required by current Federal regulations and policies.
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.

- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.

### **Held Vacant for 60 Days**

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the 50-point special needs unit or Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to Virginia Housing's Compliance Officer, management may request the ability to lease 50-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 special needs population or Target Population.

Properties that fail to document ongoing active marketing to the marketing plan network contacts to lease vacant leasing preference units, may be cited with non-compliance, and may be required to hold unit(s) vacant for up to 60 days to actively market unfilled leasing preference units. Non-compliance with the marketing requirement is subject to a penalty point deduction in future funding requests with the Authority.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

**NOT APPLICABLE**

# **Tab Z:**

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

## Appendices continued

### **SWaM CONTRACT CERTIFICATION**

(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Rosenwald Pointe Limited Partnership

Name of SWaM Service Provider Watts Real Estate Consulting & Development, LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the “Plan”) of the Virginia Housing Development Authority (the “Authority” formerly 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:

- X • consulting services to complete the LIHTC application;
- X • 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. Watts Real Estate Consulting and Development, LLC was engaged prior to application submission as a consultant to the Applicant for ongoing development services, acting as a community liaison with local officials, connecting with potential MBE and WBE subcontractors for all aspects of the proposed development. If awarded credits, it will serve as a subcontractor in its area of expertise during construction until placed in service date. Including attending draw meetings, ensuring diversity in subcontractor hiring in the region, etc.

## Appendices continued

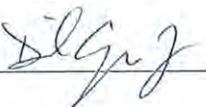
3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify 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 Rosenwald Pointe Limited Partnership

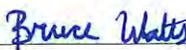
Signature of Applicant 

Printed Name and Title of Authorized Signer

David Cooper, Jr., Authorized Member of the General Partner

### **SWAM CERTIFIED SERVICE PROVIDER**

Name of SWaM Certified Service Provider Watts Real Estate Consulting & Development, LLC

Signature of SWaM Certified Service Provider 

Printed Name and Title of Authorized Signer

Bruce A. Watts, Authorized Member

# COMMONWEALTH OF VIRGINIA



## DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor  
Richmond, VA 23219

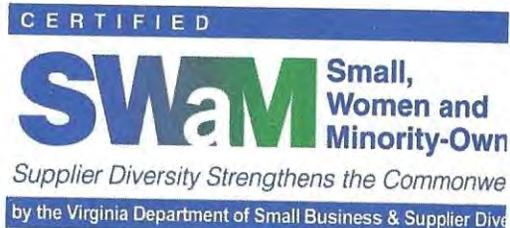
**WATTS REAL ESTATE CONSULTING & DEVELOPMENT, LLC**  
is a certified Small, Minority Owned Business meeting all the eligibility  
requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and  
Administrative Code 7VAC 13-20 et seq.

**Certification Number: 827142**  
**Valid Through: Apr 5, 2028**

**Accordingly Certified**

*Willis A. Morris*

**Willis A. Morris, Director**



# **Tab AA:**

Priority Letter from Rural Development

**NOT APPLICABLE**

# **TAB AB:**

Social Disadvantage Certification

"SOCIAL DISADVANTAGE" CERTIFICATION

Individual's Name Bruce Watts

LIHTC Applicant Name Rosenwald Pointe Limited Partnership

Part II, 13VAC10-180-60(E)(5)(f), of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for demonstrating that at least one of its principals is a "socially disadvantaged individual," as such term is defined in 13 CFR 124.103, and that said principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

**INSTRUCTIONS:**

*Please complete either IA or 1B and also provide a complete response to II. 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)(f) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.*

I. **SOCIAL DISADVANTAGE**

(Complete only Section I(A) OR I(B) and then acknowledge II below)

A. I am claiming social disadvantage because of my identification as a:

X Black American

\_\_\_\_\_ Hispanic American

\_\_\_\_\_ Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)

\_\_\_\_\_ Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]

\_\_\_\_\_ Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)

B. \_\_\_\_\_ I am claiming individual social disadvantage because I meet the requirements of 13 CFR 124.103(c)(2), and my social disadvantage has negatively impacted my entry into or advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).

II. **Ownership and Control**

Describe the ownership interest of the socially disadvantaged individual in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits).

Bruce Watts will own 25% of the General Partner Interest in Rosenwald Pointe Limited Partnership. *Please see the Organizational Chart in Tab A for verification.*

[Application continues on following page]

CERTIFICATION OF ELIGIBILITY

I hereby certify that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan. I hereby further certify that all information in this certification is true and complete to the best of my 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 principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Rosenwald Pointe Limited Partnership  
Name of Applicant

  
Signature of Applicant

David Cooper, Jr – Authorized Member of The General Partner  
Printed Name and Title of Authorized Signer

PRINCIPAL:

  
Signature of Qualifying Principal

Bruce Watts – Member of Rosenwald Pointe GP, LLC  
Printed Name and Title of Qualifying Principal