2026 Federal Low Income Housing Tax Credit Program for Virginia

Application For Reservation

Deadline for Submission

9% Competitive Credits
Applications and Fees Must Be Received
No Later Than 12:00 PM Richmond, VA Time On March 12, 2026

Tax Exempt Bonds
Applications and Fees Must Be Received
No Later Than 12:00 PM Richmond, VA Time for one of the available
4% credit rounds- January 15, 2026, July 1, 2026 or October 1, 2026.

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

INSTRUCTIONS FOR THE
VIRGINIA 2026 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 365. 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 all credits:

Applicants should submit the application package via Procorem prior to the application deadline, which is 12:00 PM Richmond Virginia time for each round. 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**

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

►**VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another. You may also use the drag function.

► Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.

► The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the application has been entered.

► Also note that some cells contain error messages such as "#DIV/0!" as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
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2026 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.

x		$1,000 Application Fee **(MANDATORY)** - Invoice information will be provided in your Procorem Workcenter
X		Electronic Copy of the Microsoft Excel Based Application **(MANDATORY)**
x		PDF Copy of the **Signed** Tax Credit Application with Attachments (Tabs A-AB) **(MANDATORY)**
x		Electronic Copy of the Market Study **(MANDATORY - Application will be disqualified if study is not submitted with application)**
x		Electronic Copy of the Plans **(MANDATORY)**
x		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)
x		Electronic Copy of Environmental Site Assessment (Phase I) (**MANDATORY if 4% credits requested**)
x		Electronic Copy of Signed Previous Participation Agreement
x	Tab A:	Chart of ownership structure with percentage of interests (see manual for details) (MANDATORY)
x	Tab B:	Virginia State Corporation Commission Certification **(MANDATORY)**
x	Tab C:	Syndicator's or Investor's Letter of Intent **(MANDATORY)**
	Tab D:	*Any supporting documentation related to List of LIHTC Developments or Previous Participation Agreement*
x	Tab E:	Site Control Documentation & Most Recent Real Estate Tax Assessment **(MANDATORY)**
x	Tab F:	Third Party RESNET Rater Certification and Sample HERS certificates **(MANDATORY)**
x	Tab G:	Zoning Certification Letter **(MANDATORY)**
x	Tab H:	Attorney's Opinion using Virgina 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
x	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
x	Tab R:	Documentation of Utility Allowance Calculation
	Tab S:	Supportive Housing Certification
	Tab T:	Funding Documentation
x	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
x	Tab W:	Internet Safety Plan and Resident Information Form
x	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 Veteran Owned Small Business certification
	Tab AA:	Priority Letter from Rural Development
	Tab AB:	Ownership's Veteran Owned Small Business Certification

2026 Low-Income Housing Tax Credit Application For Reservation v.2026.4

VHDA TRACKING NUMBER 2026-TEB-126

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT Application Date: 5/15/26

1. Development Name: Clear Springs Apartments Phase II

2. Address (line 1): 41350 Springfield Lane
   Address (line 2):
   City: Leesburg State: VA Zip: 20175

3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
   (Only necessary if street address or street intersections are not available.)

4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
   City/County of Loudoun County

5. The site overlaps one or more jurisdictional boundaries. FALSE
   If true, what other City/County is the site located in besides response to #4?

6. Development is located in the census tract of: 6106.02

7. Development is located in a **Qualified Census Tract**. FALSE *ote regarding DDA and QCT*

8. Development is located in a **Difficult Development Are** FALSE

9. Development is located in a **Revitalization Area based on QCT.** FALSE

10. Development is located in a **Revitalization Area designated by resolution** or **by the locality**. FALSE

11. Development is located in an **Opportunity Zone** (with a binding commitment for funding). FALSE

    (If 9, 10 or 11 are True, **Action**: Provide required form in **TAB K1**)

12. Development is located in a census tract with a household poverty rate

3%	10%	12%
TRUE	FALSE	FALSE

13. Development is located in a medium or high-level economic development jurisdiction based TRUE

14. Development is located on land owned by federally or Virginia recognized Tribal FALSE

Enter only Numeric Values below:

15. Congressional District: 10
    Planning District: 8
    State Senate District: 31
    State House District: 29

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

Clear Springs Apartments Phase II is a proposed 83 unit new construction attainable community located in Loudoun County. The project will include a community center with kitchenette, business center, and an automated package delivery center. Residents will have access to the fitness center of Clear Springs Apartments Phase I just a short courtyard walk away. Outdoor amenities include a picnic area, BBQ terrace, and two age-appropriate playgrounds located within a central courtyard. The development is proposed to be financed through 4% LIHTC, HOTC, Tax-Exempt Bonds from Virginia Housing, Loudoun DHCD, and Virginia DHCD ASNH.

VHDA TRACKING NUMBER 2026-TEB-126

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT Application Date: 5/15/26

17. **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: Mr. Tim Hemstreet
Chief Executive Officer's Title: County Administrator Phone: 703-777-0200
Street Address: 1 Harrison Street, PO Box 7000
City: Leesburg State: VA Zip: 20177

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Travis Perlman, Housing Finance and Development Administrator

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

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

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

B. RESERVATION REQUEST INFORMATION

1. **Requesting Credits From:**

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

   or

   b. If requesting Tax Exempt Bond credits, select the round. ROUND 2

   For Tax Exempt Bonds, where are bonds being issued? Virginia Housing

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

2. **Type(s) of Allocation/Allocation Year (skip for TE Credits)**

   Definitions of types:

   a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2026.

   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, 2026, 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 2026 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 developme to this 9% allocation request and the remaining development will be a 4% tax exempt bond ap FALSE

   If true, provide name of companion developm

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

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: 40

   Definition of selection:

   Development will be subject to an extended use agreement of 25 additional years after the 15-year compliance period for a total of 40 years.

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

Virginia Housing offers the Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. See Login at top rig
An invoice for your application fee along with access information was provided in your development's assigned Procorem w

C. OWNERSHIP INFORMATION

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

1. Owner Information: *Must be an individual or legally formed entity.*

a. Owner Name: Clear Springs Apartments II, LLC

Developer Name: Green Street Housing, LLC & Good Housing VA Development, LLC

Contact: M/M ▶ Mr. First: Chase MI: H Last: Powell

Address: 212 E Main Street, Suite 200

City: Salisbury St. ▶ MD Zip: 21801

Phone: (443) 783-8010 Ext. Fax:

Email address: chase@greenstreethousing.com

Federal I.D. No. 393311188 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ limited liability company Formation State: ▶ Virginia

Additional Contact: Please Provide Name, Email and Phone number.
G. Kimball Hart, Kim.Hart@goodhousingva.com, 703-850-3980

ACTION: a. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**
b. Complete the Principals' Previous Participation Certification tabs within this spreadsheet. Include signed in Application PDF, along with ROFR, if applicable.

b. FALSE Indicate if at least one principal listed within Org Chart has a Veteran-Owned Small Business Certifica at least 25% ownership interest in the controlling general partner or managing member as defined in

ACTION: If true, provide Virginia Housing Veteran Owned Small Business Certification **(TAB AB)**

c. FALSE Indicate True if the owner meets the following statement:

An applicant with a principal that, within three years prior to the current application, beginning with deals awarded in 2025, received an IRS Form 8609 for placing a separate 9% development in service without returning credits to or requesting additional credits from the issuing housing finance agency, will be permitted to increase the amount of developer's fee included in the development's eligible basis by 10%.

If True above, what property placed in servic

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: 4/30/27

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

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

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

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

2. Timing of Acquisition by Owner:
Only one of the following statement should be True.

a. FALSE Owner already controls site by either deed or long-term lease.

b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than 4/30/27 .

c. FALSE There is more than one site for development and more than one expected date of acquisition by Owner

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

D. SITE CONTROL

3. Seller Information:

Name: Clear Springs Development Group, LP

Address: 555 13th Street, NW, Suite 400 West

City: Washington St.: DC Zip: 20004

Contact Person: Brian Schmid Phone: (202) 942-7854

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 Veteran Owned Small Business designation (as defined in the manual)to each team member (if applicable). You can mark True for 3 members to receive the full 10 points.

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

1.	Tax Attorney:	Allison Domson, Esq.	This is a Related Entity.	FALSE
	Firm Name:	Williams Mullen		
	Address:	200 South 10th Street, Suite 1600	Veteran Owned Small B	FALSE
	City, State, Zip	Richmond, VA 23218		
	Email:	adomson@williamsmullen.com	Phone:	(804) 420-6915
2.	Tax Accountant:	Todd Fentress	This is a Related Entity.	FALSE
	Firm Name:	Eisner Advisory Group, LLC		
	Address:	4249 Easton Way, Suite 210	Veteran Owned Small B	FALSE
	City, State, Zip	Columbus, OH 43219		
	Email:	todd.fentress@eisneramper.com	Phone:	(614) 306-7824
3.	Consultant:	Ryne Johnson	This is a Related Entity.	FALSE
	Firm Name:	Astoria, LLC		
	Address:	3450 Lady Marian Ct.	Veteran Owned Small B	FALSE
	City, State, Zip	Midlothian, VA 23113	Role:	LIHTC
	Email:	Rynejohnson@AstoriaLLC.com	Phone:	804-339-7205
4.	Management Entity:	Ari Severe, President	This is a Related Entity.	FALSE
	Firm Name:	TM Associates Management, Inc.		
	Address:	1375 Piccard Drive, Suite 150	Veteran Owned Small B	FALSE
	City, State, Zip	Rockville, MD 20850		
	Email:	asevere@tmamgroup.com	Phone:	(240) 683-0300
5.	Contractor:	Josh Buck, Vice President	This is a Related Entity.	FALSE
	Firm Name:	L.F. Jennings		
	Address:	407 N. Washington Street, Suite 200	Veteran Owned Small B	FALSE
	City, State, Zip	Fallsh Church, VA 22046		
	Email:	jbuck@lfjennings.com	Phone:	(703) 531-2341
6.	Architect:	Fred LeGates, Senior Associate	This is a Related Entity.	FALSE
	Firm Name:	Poole & Poole Architecture		
	Address:	4240 Park Place Court	Veteran Owned Small B	FALSE
	City, State, Zip	Glen Allen, VA 23060		
	Email:	flegates@2pa.net	Phone:	(804) 225-0215

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 cred FALSE
If so, when was the most recent year that this development received credits?
If this is a preservation deal,
what date did this development enter its Extended Use Agreement period?

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 develop 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 requirem 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 buildi 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 throughou compliance period (i.e., regular, continuous and substantial involvement) in the operati development throughout the Compliance Period.
FALSE	d.	Own, either directly or through a partnership or limited liability company, 100% of the g 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)

FALSE There is nonprofit involvement in this development. (If false, skip to #3.)

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

B. Type of involvement:

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

or

FALSE Nonprofit meets eligibility requirements for nonprofit pool and points.

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: ▶

Name:

Contact Person:

Street Address:

City: State: ▶ Zip:

Phone: Contact Email:

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

Specify the nonprofit entity's percentage ownership of the general partnershi 0.0%

G. NONPROFIT INVOLVEMENT

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

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

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

Name of qualified nonprofit:

or indicate true if Local Housing Authority FALSE
Name of Local Housing Authority

B. FALSE A qualified nonprofit or local housing authority submits a homeownership plan committing to sell the units in the development after the mandatory 15-year compliance period to tenants whose incomes shall not exceed the applicable income limit at the time of their initial occupancy.
Do not select if extended compliance is selected on Request Info Tab
Action: Provide Homeownership Plan **(TAB N)** and contact Virginia Housing for a Pre-Ap

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

H. STRUCTURE AND UNITS INFORMATION

General Information

a. Total number of **all** units in development	83	bedrooms	140	
Total number of **rental** units in development	83	bedrooms	140	
Number of low-income rental units	83	bedrooms	140	
Percentage of rental units designated low-income	100.00%			

b. Number of new units:	83	bedrooms	140
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 90,609.00 (Sq. ft.)

e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage) 5,447.00 (Sq. ft.)

f. Nonresidential Commercial Floor Area (Not eligible for funding) 0.00

g. Total Usable Residential Heated Area 85,162.00 (Sq. ft.)

h. Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space** 100.00%

i. Exact area of site in acres 3.257

j. Locality has approved a final site plan or plan of developn FALSE
If **True**, Provide required documentation (**TAB O**).

k. Requirement as of 2016: Site must be properly zoned for proposed development.
ACTION: Provide required zoning documentation **(MANDATORY TAB G)**

l. Development is eligible for Historic Rehab credits FALSE
Definition:

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

H. STRUCTURE AND UNITS INFORMATION

UNIT MIX

a. Specify the **average size and number per unit type:**

LIHTC Units can not be greater than Total Rent

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
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	832.89	SF	34	34
2BR Garden	1113.97	SF	41	41
3BR Garden	1396.34	SF	8	8
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
			83	83

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

Structures

a. Number of Buildings (containing rental units) 1

b. Age of Structure: 0 years

c. Maximum Number of stories: 3

d. The development is a scattered site development. FALSE

e. Commercial Area Intended Use:

f. Development consists primarily of : (Only One Option Below Can Be True)

i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood) TRUE
ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood) FALSE
iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood) FALSE

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

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

h. Development contains an elevator(s). FALSE
If true, # of Elevators. 2
Elevator Type (if known)

H. STRUCTURE AND UNITS INFORMATION

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

 # Site Amenities (indicate all proposed)

a. Business Center	TRUE	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	FALSE	j. Sports Activity Ct.	FALSE
		k. Other:	

l. Describe Community Facilities: Access to Excerise Room is Clear Springs Phase I

m. Number of Proposed Parking Spaces: 125
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 or proffered public bus stop. FALSE
If **True**, Provide required documentation (**TAB K2**).

 # 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% Applicatio
   i. Phase I environmental assessment.
   ii. Physical needs assessment for any rehab only development.

c. **All Tax Exempt 4% Applications must submit plans and specifications complete at least through Design Development (DD) phase for all design disciplines.** Reference the separate Minimum Design and Construction Requirements document for a full list of submission requirements for New Construction an Rehabilitation projects.

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
c. **Adaptive Reuse:** must score a 95 or lower on the HERS Index.

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

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 select

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 r to residents only.

25.00% b1. Percentage of brick covering the exterior walls.
75.00% b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Auth covering exterior walls. Community buildings are to be included in percentage calculations.

TRUE c. All kitchen light fixtures are LED and meet MDCR lighting guidelines.

TRUE d. Cooking surfaces are equipped with fire suppression features as defined in the manual

TRUE e. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS

or

FALSE f. Full bath fans are equipped with a humidistat.

TRUE g. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.

FALSE h. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadba service where it does not already exist.

FALSE i. Each unit is provided free individual high-speed internet access.
(Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.)

TRUE j. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.

FALSE k. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.

or

TRUE l. All Construction types: each unit is equipped with a permanent dehumidification system.

FALSE m. All interior doors within units are solid core.

FALSE n. Installation of a renewable energy electric system in accordance with manufactorer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at **Tab F**.

FALSE o. 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

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

FALSE LEED Certification

FALSE Enterprise Green Communities (EGC) Certification

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

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.)

TRUE 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 F 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.

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

100% of Total Rental Units

No Market Units listed on Structure 1a.

4. FALSE Market rate units' [illegible] 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	Heat Pump
b. Cooking Type	Electric
c. AC Type	Central Air
d. Hot Water Type	Electric

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	14	21	34	0
Air Conditioning	0	4	6	6	0
Cooking	0	8	9	9	0
Lighting	0	36	42	51	0
Hot Water	0	18	23	28	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	$0	$80	$101	$128	$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 D3G UA Report

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

K. SPECIAL HOUSING NEEDS

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

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

TRUE — 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.

All common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.



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

Special Housing Needs/Leasing Preference:

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

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

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

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

FALSE — If Supportive Housing is True: Will the supportive housing consist of units designated for tenants that are homeless or at risk of homelessness?

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

b. The development has existing tenants and a relocation plan has been developed. (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 as described in the manual.) — FALSE

Action: Provide Relocation Plan, Budget and Unit Delivery Schedule **(Mandatory if tenants are displ**

K. SPECIAL HOUSING NEEDS

 # Leasing Preferences

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

Organization which holds waiting list: Loudoun County DHCD

Contact person: Eric Keeler

Title: Director - Loudoun County Dept. of Housing & Commur

Phone Number: (571) 627-6450

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

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms 8
% of total Low Income Units 10%

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

Download Current CMA List from VirginiaHousing.com

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

 # 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: Denise
Last Name: Craft

Phone Number: (240) 683-0300 Email: dcraft@tmamgroup.com

K. SPECIAL HOUSING NEEDS

 # Rental Assistance

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

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

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

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

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

d. Number of units receiving assistance: 0
How many years in rental assistance contract?
Expiration date of contract:
There is an Option to Renew. FALSE

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

 # 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 CATEG

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

a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
9	10.84%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
65	78.31%	60% Area Median
9	10.84%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
83	100.00%	**Total**

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
9	10.84%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
65	78.31%	60% Area Median
9	10.84%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
83	100.00%	**Total**

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

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

c. The development plans to utilize average income testi: 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	60% AMI	12		705.00	$1,755.00	$21,060
Mix 2	1 BR - 1 Bath	60% AMI	3		705.00	$1,755.00	$5,265
Mix 3	1 BR - 1 Bath	60% AMI	3		705.00	$1,755.00	$5,265
Mix 4	1 BR - 1 Bath	70% AMI	3		797.00	$1,960.00	$5,880
Mix 5	1 BR - 1 Bath	60% AMI	4		806.00	$1,755.00	$7,020
Mix 6	1 BR - 1 Bath	30% AMI	2		698.00	$830.00	$1,660
Mix 7	1 BR - 1 Bath	60% AMI	3	3	702.00	$1,755.00	$5,265
Mix 8	1 BR - 1 Bath	30% AMI	1		720.00	$830.00	$830
Mix 9	1 BR - 1 Bath	60% AMI	3		653.00	$1,755.00	$5,265
Mix 10	2 BR - 2 Bath	60% AMI	6		948.00	$2,100.00	$12,600

L. UNIT DETAILS

Mix 11	2 BR - 2 Bath	30% AMI	3		971.00	$1,000.00	$3,000
Mix 12	2 BR - 2 Bath	60% AMI	6		956.00	$2,100.00	$12,600
Mix 13	2 BR - 2 Bath	60% AMI	3		973.00	$2,100.00	$6,300
Mix 14	2 BR - 2 Bath	60% AMI	6		973.00	$2,100.00	$12,600
Mix 15	2 BR - 2 Bath	60% AMI	3	3	948.00	$2,100.00	$6,300
Mix 16	2 BR - 2 Bath	70% AMI	3		1014.00	$2,350.00	$7,050
Mix 17	2 BR - 2 Bath	60% AMI	2		1027.00	$2,100.00	$4,200
Mix 18	2 BR - 2 Bath	60% AMI	6		1103.00	$2,100.00	$12,600
Mix 19	2 BR - 2 Bath	60% AMI	3		1110.00	$2,100.00	$6,300
Mix 20	3 BR - 2 Bath	60% AMI	2		1497.00	$2,429.00	$4,858
Mix 21	3 BR - 2 Bath	70% AMI	3		1183.00	$2,720.00	$8,160
Mix 22	3 BR - 2 Bath	30% AMI	3	3	1174.00	$1,150.00	$3,450
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
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Mix 65							$0
Mix 66							$0

L. UNIT DETAILS

Mix 67							$0
Mix 68							$0
Mix 69							$0
Mix 70							$0
Mix 71							$0
Mix 72							$0
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Mix 91							$0
Mix 92							$0
Mix 93							$0
Mix 94							$0
Mix 95							$0
Mix 96							$0
Mix 97							$0
Mix 98							$0
Mix 99							$0
Mix 100							$0
TOTALS			83	9			$157,528

Total Units	**83**	**Net Rentable SF:**	**TC Units**	**75,533.00**
			MKT Units	**0.00**
			Total NR SF:	**75,533.00**

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

M. OPERATING EXPENSES

Administrative:			Use Whole Numbers Only!
1.	Advertising/Marketing		$3,000
2.	Office Salaries		$0
3.	Office Supplies		$3,500
4.	Office/Model Apartment	(type)	$0
5.	Management Fee		$90,126
	5.00% of EGI	$1,085.86 Per Unit	
6.	Manager Salaries		$75,000
7.	Staff Unit (s)	(type)	$0
8.	Legal		$7,500
9.	Auditing		$7,500
##	Bookkeeping/Accounting Fees		$0
##	Telephone & Answering Service		$10,375
##	Tax Credit Monitoring Fee		$2,905
##	Miscellaneous Administrative		$8,715
	Total Administrative		$208,621
Utilities			
##	Fuel Oil		$0
##	Electricity		$14,600
##	Water		$31,200
##	Gas		$0
##	Sewer		$22,300
	Total Utility		$68,100
Operating:			
##	Janitor/Cleaning Payroll		$0
##	Janitor/Cleaning Supplies		$500
##	Janitor/Cleaning Contract		$25,000
##	Exterminating		$2,560
##	Trash Removal		$12,000
##	Security Payroll/Contract		$5,600
##	Grounds Payroll		$0
##	Grounds Supplies		$0
##	Grounds Contract		$12,000
##	Maintenance/Repairs Payroll		$75,000
##	Repairs/Material		$15,000
##	Repairs Contract		$8,000
##	Elevator Maintenance/Contract		$13,500
##	Heating/Cooling Repairs & Maintenance		$3,000
##	Pool Maintenance/Contract/Staff		$0
##	Snow Removal		$2,000
##	Decorating/Payroll/Contract		$7,500
##	Decorating Supplies		$0
##	Miscellaneous		$16,600
	Totals Operating & Maintenance		$198,260

M. OPERATING EXPENSES

Taxes & Insurance				
##	Real Estate Taxes			$153,000
##	Payroll Taxes			$18,000
##	Miscellaneous Taxes/Licenses/Permits			$3,000
##	Property & Liability Insurance	*$1,000*	*per unit*	$83,000
##	Fidelity Bond			$100
##	Workman's Compensation			$3,375
##	Health Insurance & Employee Benefits			$21,750
##	Other Insurance			$0
	Total Taxes & Insurance			$282,225
	Total Operating Expense			$757,206

Total Operating Expenses Per Unit $9,123 **C. Total Operating Expenses as % of** 42.01%

Replacement Reserves (Total # Units X $300 or $250 New Const./Elderly Min $20,750

Total Expenses $777,956

N. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

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

Must Use Whole Numbers Only! Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): "30% Present Value Credit" (B) Acquisition	"30% Present Value Credit" (C) Rehab/ New Construction	(D) "70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	20,046,667	0	20,046,667	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	20,046,667	0	20,046,667	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Hard Cost Contingency	0	0	0	0
Total Land Improvements	0	0	0	0
Total Structure and Land	20,046,667	0	20,046,667	0
r. General Requirements	725,000	0	725,000	0
s. Builder's Overhead	345,000	0	345,000	0
(1.7% Contract)				
t. Builder's Profit	550,000	0	550,000	0
(2.7% Contract)				
u. Bonds	75,000	0	75,000	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: HC Contingency	1,083,333	0	1,083,333	0
z. Other 2:	0	0	0	0
aa. Other 3: Site Work Reimburser	2,075,000	0	2,075,000	0
Contractor Costs	$24,900,000	$0	$24,900,000	$0

Construction cost per unit: ***$300,000.00***

MAXIMUM COMBINED GR, OVERHEAD & PROFIT = **$2,806,533**

ACTUAL COMBINED GR, OVERHEAD & PROFIT = **$1,620,000**

O. PROJECT BUDGET - OWNER COSTS

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

MUST USE WHOLE NUMBERS ONLY! Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): "30% Present Value Credit" (B) Acquisition	"30% Present Value Credit" (C) Rehab/ New Construction	(D) "70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	200,000	0	200,000	0
b. Architecture/Engineering Design Fee ($5,048 /Unit)	419,000	0	419,000	0
c. Architecture Supervision Fee ($1,343 /Unit)	111,500	0	111,500	0
d. Tap Fees	1,500,000	0	1,400,000	0
e. Environmental	40,000	0	40,000	0
f. Soil Borings	40,000	0	40,000	0
g. Green Building (Earthcraft, LEED, etc.)	50,000	0	50,000	0
h. Appraisal	10,000	0	10,000	0
i. Market Study	10,000	0	10,000	0
j. Site Engineering / Survey	250,000	0	250,000	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	75,000	0	75,000	0
m. Construction Loan Origination Fee	265,000	0	265,000	0
n. Construction Interest (0.0% fo 0 months)	1,700,000	0	1,122,000	0
o. Taxes During Construction	153,000	0	153,000	0
p. Insurance During Construction	83,000	0	83,000	0
q. Permanent Loan Fee (0.0%)	0			
r. Other Permanent Loan Fees	0			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	21,000	0	21,000	0
u. Accounting	10,000	0	10,000	0
v. Title and Recording	100,000	0	50,000	0
w. Legal Fees for Closing	180,000	0	90,000	0
x. Mortgage Banker	99,000	0	21,000	0
y. Tax Credit Fee	91,859			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	75,000	0	75,000	0
ab. Organization Costs	0			
ac. Operating Reserve	836,121			
ad. Soft Costs Contingency	100,000			
ae. Security	100,000	0	100,000	0
af. Utilities	50,000	0	50,000	0
ag. Supportive Service Reserves	0			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify	Marketing	28,000	0	0	0
(2) Other* specify	Construction Inspection	50,000	0	50,000	0
(3) Other* specify	Syndication Fee	50,000	0	0	0
(4) Other* specify	Lease Up Reserve	83,000	0	0	0
(5) Other * specify	VHDA Out of Balance	100,000	0	0	0
(6) Other* specify	Tenant Services Reserve	10,000	0	0	0
(7) Other* specify	Unsecured GAP Loan Fe	28,000	0	0	0
(8) Other* specify	EBL Fees	50,000	0	0	0
(9) Other* specify		0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		$6,968,480	$0	$4,695,500	$0
Subtotal 1 + 2 (Owner + Contractor Costs)		$31,868,480	$0	$29,595,500	$0
3. Developer's Fees		3,079,078	0	3,000,000	0
4. Owner's Acquisition Costs					
Land		1,245,000			
Existing Improvements		0	0		
Subtotal 4:		$1,245,000	$0		
5. Total Development Costs					
Subtotal 1+2+3+4:		$36,192,558	$0	$32,595,500	$0

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

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

Maximum Developer Fee: **$3,079,078**

Proposed Development's Cost per Sq Foot	$386	**Meets Limits**
Applicable Cost Limit by Square Foot:	$556	
Proposed Development's Cost per Unit	$421,055	**Meets Limits**
Applicable Cost Limit per Unit:	$589,015	

P. ELIGIBLE BASIS CALCULATION

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): "30 % Present Value Credit" (B) Acquisition	(C) Rehab/ New Construction	(D) "70 % Present Value Credit"
1. Total Development Costs	36,192,558	0	32,595,500	0
2. Reductions in Eligible Basis				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
3. **Total Eligible Basis (1 - 2 above)**		0	32,595,500	0
4. **Adjustment(s) to Eligible Basis** (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%)			0	0
State Designated Basis Boosts:				
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			32,595,500	0
5. **Applicable Fraction**		100.00000%	100.00000%	100.00000%
6. **Total Qualified Basis** (Eligible Basis x Applicable Fraction)		0	32,595,500	0
7. **Applicable Percentage**		4.00%	4.00%	9.00%
8. **Maximum Allowable Credit under IRC §42** (Qualified Basis x Applicable Percentage)		$0	$1,303,820	$0
(Must be same as BIN total and equal to or less than credit amount allowed)		$1,303,820 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.	VHDA Long Term Bond			$9,900,000	
2.	EBL			$10,000,000	
3.					
	Total Construction Funding:			$19,900,000	

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	*(Whole Numbers only)* Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	Standard Tax Exempt	1/15/27		$1,900,000	$121,027	5.72%	40	40
2.	Tax-Exempt REACH Str	1/15/27		$5,100,000	$253,879	3.95%	40	40
3.	Tax-Exempt REACH L-N	1/15/27		$3,000,000	$149,340	3.95%	40	40
4.	Taxable Loan	1/15/27		$4,900,000	$367,539	7.05%	40	40
5.	ASNH VHTF	8/1/26		$1,700,000		0.00%	40	40
6.	ASNH HIEE	8/1/26		$1,500,000		0.00%	40	40
7.	ASNH HOME NHTF	8/1/26		$1,000,000	$2,500	0.25%	40	40
8.	Loudoun DHCD	10/29/25	2/13/26	$2,870,000		0.00%	40	40
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
	Total Permanent Funding:			$21,970,000	$894,285			

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

Q. SOURCES OF FUNDS

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	Loudoun County Fee Waiver			$100,000	
2.					
3.					
4.					
5.					
6.					

Total Permanent Grants: $100,000

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.			$0
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. TRUE

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	$9,900,000
b.	RD 515	$0
c.	Section 221(d)(3)	$0
d.	Section 312	$0
e.	Section 236	$0
f.	Virginia Housing REACH Funds	$8,100,000
g.	HOME Funds	$0
h.	Choice Neighborhood	$0
i	National Housing Trust Fund	$1,000,000
j	Virginia Housing Trust Fund	$1,700,000
k	Other:	$2,870,000
	Loudoun County AHF	

Market-Rate Loans

a.	Taxable Bonds	$4,900,000
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

Q. SOURCES OF FUNDS

l	Other: HIEE	$1,500,000

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.

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

For purposes of the Bond Cliff 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: **29.25%**

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 **or** any other binding federal project based subsidy

0 Number of New PBV Vouchers

c. FALSE Other

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit

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

b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)

i.	Requested Annual HOTC Credits	$525,000
ii.	10 Year HOTC Credit Amount	$5,250,000
iii.	Equity Dollars Per Credit	$0.500
iv.	Percent of ownership entity (repeated from	99.99000%
v.	HOTC Credit Net	$2,624,738

c. Equity that Sponsor will Fund:

i.	Cash Investment	$0	
ii.	Contributed Land/Building	$0	
iii.	Deferred Developer Fee	$1,067,258	(Note: Deferred Developer Fee cannot be negative.)
v.	Other:	$0	

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

Equity Total $1,067,258

2. Equity Gap Calculation

a.	Total Development Cost		$36,192,558
b.	Total of Permanent Funding, Grants and Equity	-	$25,761,996
c.	Equity Gap		$10,430,562
d.	Developer Equity	-	$1,042
e.	Equity gap to be funded with low-income tax credit proceeds		$10,429,520

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator: CAHEC/ Community Affordable Housing Equity Corporation

Contact Person: Greg Mayo Phone: (919) 788-1810

Street Address: 7700 Falls of Neuse Road, Suite 200

City: Raleigh State: North Carolina Zip: 27615

b. Syndication Equity

i.	Anticipated Annual Credits	$1,303,820.00
ii.	Equity Dollars Per Credit (e.g., $0.85 per dollar of credit)	$0.800
iii.	Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv.	Syndication costs not included in Total Development Costs (e.g., advisory fees)	$0
v.	Net credit amount anticipated by user of credits	$1,303,690
vi.	Total to be paid by anticipated users of credit (e.g., limited partners)	$10,429,520

Action: Provide Syndicator's or Investor's signed Letter of Intent **(Mandatory at Tab C)**

4. Net Syndication Amount $10,429,520

Which will be used to pay for Total Development Costs

5. Net Equity Factor 80.0000234412%

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		$36,192,558
2.	Less Total of Permanent Funding, Grants and Equity	-	$25,761,996
3.	Equals Equity Gap		$10,430,562
4.	Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		80.0000234412%
5.	Equals Ten-Year Credit Amount Needed to Fund Gap		$13,038,199
	Divided by ten years		10
6.	Equals Annual Tax Credit Required to Fund the Equity Gap		$1,303,820
7.	Maximum Allowable Credit Amount (from Eligible Basis Calculation)		$1,303,820

8. Requested Credit Amount

		For 30% PV Credit:	$1,303,820
		For 70% PV Credit:	$0
Credit per LI Units	$15,708.6747	**Combined 30% & 70% PV Credit Requested**	**$1,303,820**
Credit per LI Bedroom	$9,313.0000		

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		$157,528
Plus Other Income Source (list)	Laundry	$588
Equals Total Monthly Income:		$158,116
Twelve Months		x12
Equals Annual Gross Potential Income		$1,897,392
Less Vacancy Allowance	5.0%	$94,870
Equals Annual Effective Gross Income (EGI) - Low Income Units		$1,802,522

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

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

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

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

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

a.	Annual EGI Low-Income Units	$1,802,522
b.	Annual EGI Market Units	$0
c.	Total Effective Gross Income	$1,802,522
d.	Total Expenses	$777,956
e.	Net Operating Income	$1,024,566
f.	Total Annual Debt Service	$894,285
g.	Cash Flow Available for Distribution	$130,281

T. CASH FLOW

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,802,522	1,838,573	1,875,344	1,912,851	1,951,108
Less Oper. Expenses	777,956	801,295	825,334	850,094	875,596
Net Income	1,024,566	1,037,278	1,050,011	1,062,758	1,075,512
Less Debt Service	894,285	894,285	894,285	894,285	894,285
Cash Flow	130,281	142,993	155,726	168,473	181,227
Debt Coverage Ratio	1.15	1.16	1.17	1.19	1.20

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,990,130	2,029,933	2,070,532	2,111,942	2,154,181
Less Oper. Expenses	901,864	928,920	956,788	985,491	1,015,056
Net Income	1,088,266	1,101,013	1,113,744	1,126,451	1,139,125
Less Debt Service	894,285	894,285	894,285	894,285	894,285
Cash Flow	193,981	206,728	219,459	232,166	244,840
Debt Coverage Ratio	1.22	1.23	1.25	1.26	1.27

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	2,197,265	2,241,210	2,286,034	2,331,755	2,378,390
Less Oper. Expenses	1,045,508	1,076,873	1,109,179	1,142,455	1,176,728
Net Income	1,151,757	1,164,337	1,176,855	1,189,300	1,201,662
Less Debt Service	894,285	894,285	894,285	894,285	894,285
Cash Flow	257,472	270,052	282,570	295,015	307,377
Debt Coverage Ratio	1.29	1.30	1.32	1.33	1.34

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:	1

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

		NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS					30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
Bldg #	BIN if known	TAX CREDIT UNITS	MARKET RATE UNITS	Street Address 1	Street Address 2	City	State	Zip	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		83		41350 Springfield Lane		Leesburg	VA	20175	$0	03/01/29		$0	$32,595,500	03/01/29	4.00%	$1,303,820				$0
2.												$0				$0				$0
3.												$0				$0				$0
4.												$0				$0				$0
5.												$0				$0				$0
6.												$0				$0				$0
7.												$0				$0				$0
8.												$0				$0				$0
9.												$0				$0				$0
10.												$0				$0				$0
11.												$0				$0				$0
12.												$0				$0				$0
13.												$0				$0				$0
14.												$0				$0				$0
15.												$0				$0				$0
16.												$0				$0				$0
17.												$0				$0				$0
18.												$0				$0				$0
19.												$0				$0				$0
20.												$0				$0				$0
21.												$0				$0				$0
22.												$0				$0				$0
23.												$0				$0				$0
24.												$0				$0				$0
25.												$0				$0				$0
26.												$0				$0				$0
27.												$0				$0				$0
28.												$0				$0				$0
29.												$0				$0				$0
30.												$0				$0				$0
31.												$0				$0				$0
32.												$0				$0				$0
33.												$0				$0				$0
34.												$0				$0				$0
35.												$0				$0				$0
		83	0	If development has more than 35 buildings, contact Virginia Housing.																
				Totals from all buildings					$0				##########				$0			
												$0				$1,303,820				$0

Number of BINS:	1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.

2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, cost damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arisi of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation re 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 he 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 reser 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 t law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issue

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 the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations rela 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 substitut 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 sol discretion.

10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are

V. STATEMENT OF OWNER

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 Credi 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 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: Clear Springs Apartments II, LLC

By: _____

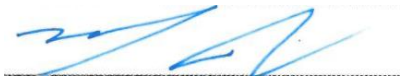
Its: Authorized Person
(Title)

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:	Michael R. Poole
Virginia License#:	0404011493
Architecture Firm or Company:	Poole & Poole Architecture, LLC

By: 

Its: Principal
(Title)

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

V. Previous Participation Certification

Development Name: Clear Springs Apartments Phase II

Name of Applicant (entit Clear Springs Apartments II, LLC

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

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

- "Principal" has the same meaning as defined within the QAP, but as applied to each specific property referenced within this Certification, it excludes individuals and entities whose ownership interest is solely vested in limited partnership interests of the ownership entity.

- "Participant" means all Principals of the Owner who are required to be individually listed within **the organizational chart attached hereto**.

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 within the organizational charts 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 within the past ten (10) years 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. For purposes of this statement, "declared a default" refers only to final notices of default issued after the exhaustion of all applicable notice and cure rights.

3. During any time within the last ten (10) years that any of the Participants were a Principal in an owner of multifamily rental property, no such owner 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. For the purposes of this statement, "determined to have breached" refers only to determinations made by an independent third-party arbiter or court of law following the expiration of all applicable notice and cure periods and excludes default judgments that have been fully satisfied.

4. No Participant listed in this Certification has been required to turn control of a property over to an investor or been otherwise involuntarily removed as a general partner from the ownership of a multifamily rental property within the past ten (10) years.

5. There are no unresolved material findings of noncompliance resulting from any audits, management reviews, or other governmental investigations performed by (or on behalf of) any state or federal entity, concerning any multifamily rental property in which any of the Participants were Principals at the time of such finding. For the purposes of this statement, a finding is considered resolved if either (a) the state or federal entity issuing the finding has determined that no further action is required to remedy the finding; or (b) the Participant (or entity in which it is a Principal) has entered into a binding agreement with the applicable state or federal entity to address such finding(s) and the Applicant has included with this Certification a copy of such agreement accompanied by a written statement from the state or federal entity verifying that such agreement is not in default and is reasonably expected to be satisfied within (90) days. Any such statement must be addressed to Virginia Housing and dated no more than thirty (30) days prior to submission of the Application.

6. During the past ten (10) years, no Participants were Principals in any multifamily rental property for which payments under any state or federal assistance contract were suspended or terminated. For the purposes of this statement, suspensions and terminations do not include those caused solely by actions or inactions of the state or federal agency, like funding shortages, technical issues, or administrative delays, where the Principals were not at fault.

7. None of the Participants have been convicted of a felony and none are presently the subject of a complaint of 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. No Participant has been suspended, debarred, or otherwise restricted by any federal or state entity from participating in housing programs administered by such entity due to programmatic noncompliance on the part of either the Participant or an entity in which the Participant was a Principal.

9. During the past ten (10) years, (a) no Participant has been the subject of a claim under an employee fidelity bond; and (b) while any Participant was a Principal in an owner of multifamily rental property, no Participant or such related owner defaulted on any obligation secured by a letter of credit or surety or performance bond. For the purposes of this statement, "defaulted" refers only to events where funds were paid by the issuer of a letter of credit or surety or performance bond.

10. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.

11. No Participant currently holds an ownership interest in a multifamily rental property where construction has stopped for more than 20 consecutive days, unless the stoppage:

(a) resulted from events beyond the reasonable control of the property owner that also caused similar delays in comparable projects in the surrounding area (e.g. natural disasters, labor strikes, pandemics, or government-imposed work stoppages); or
(b) solely involves work neither contractually required as a condition of tax credit allocation nor required prior to placing in service all residential buildings within such project.

Additionally, no Participant currently holds an ownership interest in a multifamily rental property assisted by a federal or state governmental entity and that has been substantially complete for more than 90 days without the required closing documents (such as the final cost certification) being filed, unless the delay is solely attributable to the governmental entity and not to the property owner or its agents.

12. No court of competent jurisdiction or other federal or state governmental entity has found any Participant to be in violation of any applicable civil rights, fair housing, or equal employment opportunity laws or regulations.

13. During the past ten (10) years, no Participant was a Principal in any multifamily rental property found by a court of competent jurisdiction or other federal or state governmental entity to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended (this statement does not refer to 8823s deemed corrected by the issuing agency).

14. No Participants are currently named as a defendant in a civil lawsuit relating to their ownership or other participation in a multi-family housing development where the amount of damages sought by the plaintiffs against the Participants relates to such ownership or participation and is for an amount greater than One Million Dollars ($1,000,000).

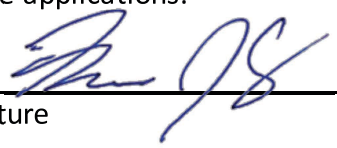
15. No Participant has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion and failure to certify, I have attached the following, which if not provided will automatically disqualify this Application from consideration:

A. Supporting documentation sufficient to both outline the relevant facts and circumstances that necessitated each deletion and to explain why such deletion(s) should not result in disqualification; and

B. A draft of Virginia Housing's form Right of First Refusal, which the Applicant commits to properly execute and record as a condition of any reservation or allocation of low-income housing tax credits made with regard to the Development named above.

Any material misrepresentations or omissions made on this form are grounds for rejection of this Application, forfeiture of any credits awarded with connection with this Application, and prohibition against the submission of future applications.



Signature

Thomas J. Ayd, Jr.

Printed Name

1-May-26

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

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 tl 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 respo where appropriate, which may change the final score.

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

1. READINESS:			
a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 to 10	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
or e. Location in a revitalization area with resolution or by locality	N	0 or 15	0.00
or f. Location in a Opportunity Zone	N	0 or 15	0.00
g. Location in a Medium to High level Economic Development Jurisdiction	Y	0 or 5	5.00
h. Location on land owned by Tribal Nation	N	0 or 15	0.00
Total:			5.00

2. HOUSING NEEDS CHARACTERISTICS:			
a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 60	0.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy) in Northern Virginia or New Construction pool	N	up to 40	0.00
f. Census tract with <12% poverty rate	3%	0, 20, 25 or 30	30.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
Total:			55.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)				48.00
b. <removed for 2026>				0.00
c. HUD 504 accessibility for 10% of units		Y	0 or 20	20.00
d. Proximity to public transportation		N	0, 10 or 20	0.00
e. Development will be Green Certified		Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards		100%	Up to 15	15.00
g. Developments with less than 100 low income units		Y	up to 20	6.80
h. Historic Structure eligible for Historic Rehab Credits		N	0 or 5	0.00
i. Meets Target Population Development Characteristics		Y	0 or 10	10.00
	Total:			109.80

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
$163,900	$78,100

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	9.64%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60%	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			0.00

5. SPONSOR CHARACTERISTICS:

a. <QAP change - removed for 2026 cycle>	N		0.00
b. Veteran Small Business Principal owner 25% or greater	N	0 or 30	0.00
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 occurer	0	0 or -50 per ite	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 iten	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			0.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 100	44.50
Total:			44.50

7. BONUS POINTS:

a. Extended Use Restriction beyond 15 year compliance period	25	Years	40 or 70	40.00
or b. Nonprofit or LHA purchase option/ ROFR		N	0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option		N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan		N	10 or 15	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 Veteran Owned Small Business Certification		N	up to 10	0.00
g. Commitment to electronic payment of fees		Y	0 or 5	5.00

h. Zero Ready or Passive House certification from prior allocation	N	0, 10 or 20	0.00
Total:			45.00

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

TOTAL SCORE: **259.30**

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance material	40	30.00
c. LED Kitchen Light Fixtures	2	2.00
d. Cooking surfaces equipped with fire suppression features	2	2.00
e. Bath Fan - Delayed timer or continuous exhaust	3	3.00
f. Baths equipped with humidistat	3	0.00
g. Watersense labeled faucets, toilets and showerheads (without Green Cer	3	0.00
h. Rehab only: new infrastructure for high speed internet/broadband	5	0.00
i. Each unit provided free individual high speed internet access	15	0.00
j. USB in kitchen, living room and all bedrooms	1	1.00
k. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
l. Provides Permanently installed dehumidification system	5	5.00
m. All interior doors within units are solid core	3	0.00
n. Installation of Renewable Energy Electric system	10	0.00
o. New Construction: Balcony or patio	4	0.00
		48.00
All elderly units have:		
p. Front-control ranges	1	0.00
q. Independent/suppl. heat source	1	0.00
r. Two eye viewers	1	0.00
s. Shelf or Ledge at entrance within interior hallway	2	0.00
		0.00

Total amenities: **48.00**

X. Development Summary

Summary Information **2026 Low-Income Housing Tax Credit Application For Reservation**

Deal Name:	**Clear Springs Apartments Phase II**

Cycle Type:	4% Tax Exempt Bonds Credits	**Requested Credit Amount:**	$1,303,820
Allocation Type:	New Construction	**Jurisdiction:**	Loudoun County
Total Units	83	**Population Target:**	General
Total LI Units	83		
Project Gross Sq Ft:	90,609.00	**Owner Contact:**	Chase Powell
Green Certified?	TRUE		

Total Score
259.30

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	$21,970,000	$264,699	$242	$894,285
Grants	$100,000	$1,205		
Subsidized Funding	$0	$0		

Uses of Funds - Actual Costs

Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	$20,046,667	$241,526	$221	55.39%
General Req/Overhead/Profit	$1,620,000	$19,518	$18	4.48%
Other Contract Costs	$3,233,333	$38,956	$36	8.93%
Owner Costs	$6,968,480	$83,958	$77	19.25%
Acquisition	$1,245,000	$15,000	$14	3.44%
Developer Fee	$3,079,078	$37,097	$34	8.51%
Total Uses	**$36,192,558**	$436,055		

Total Development Costs

Total Improvements	$31,868,480
Land Acquisition	$1,245,000
Developer Fee	$3,079,078
Total Development Costs	**$36,192,558**

Proposed Cost Limit/Sq Ft:	$386
Applicable Cost Limit/Sq Ft:	$556
Proposed Cost Limit/Unit:	$421,055
Applicable Cost Limit/Unit:	$589,015

Income

Gross Potential Income - LI Units		$1,897,392
Gross Potential Income - Mkt Units		$0
	Subtotal	$1,897,392
Less Vacancy %	5.00%	$94,870
Effective Gross Income		$1,802,522

Rental Assistance? FALSE

Unit Breakdown

# of Eff	0
# of 1BR	34
# of 2BR	41
# of 3BR	8
# of 4+ BR	0
Total Units	83

Expenses

Category	Total	Per Unit
Administrative	$208,621	$2,514
Utilities	$68,100	$820
Operating & Maintenance	$198,260	$2,389
Taxes & Insurance	$282,225	$3,400
Total Operating Expenses	$757,206	$9,123
Replacement Reserves	$20,750	$250
Total Expenses	$777,956	$9,373

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	9	9
40% AMI	0	0
50% AMI	0	0
60% AMI	65	65
>60% AMI	9	9
Market	0	0

Cash Flow

EGI	$1,802,522
Total Expenses	$777,956
Net Income	$1,024,566
Debt Service	$894,285
Debt Coverage Ratio (YR1):	1.15

Income Averaging? TRUE

Extended Use Restriction? 40

Y. Efficient Use of Resources

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 100 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 100. In this example, (40%/60%) x 100 or 66.67 points.

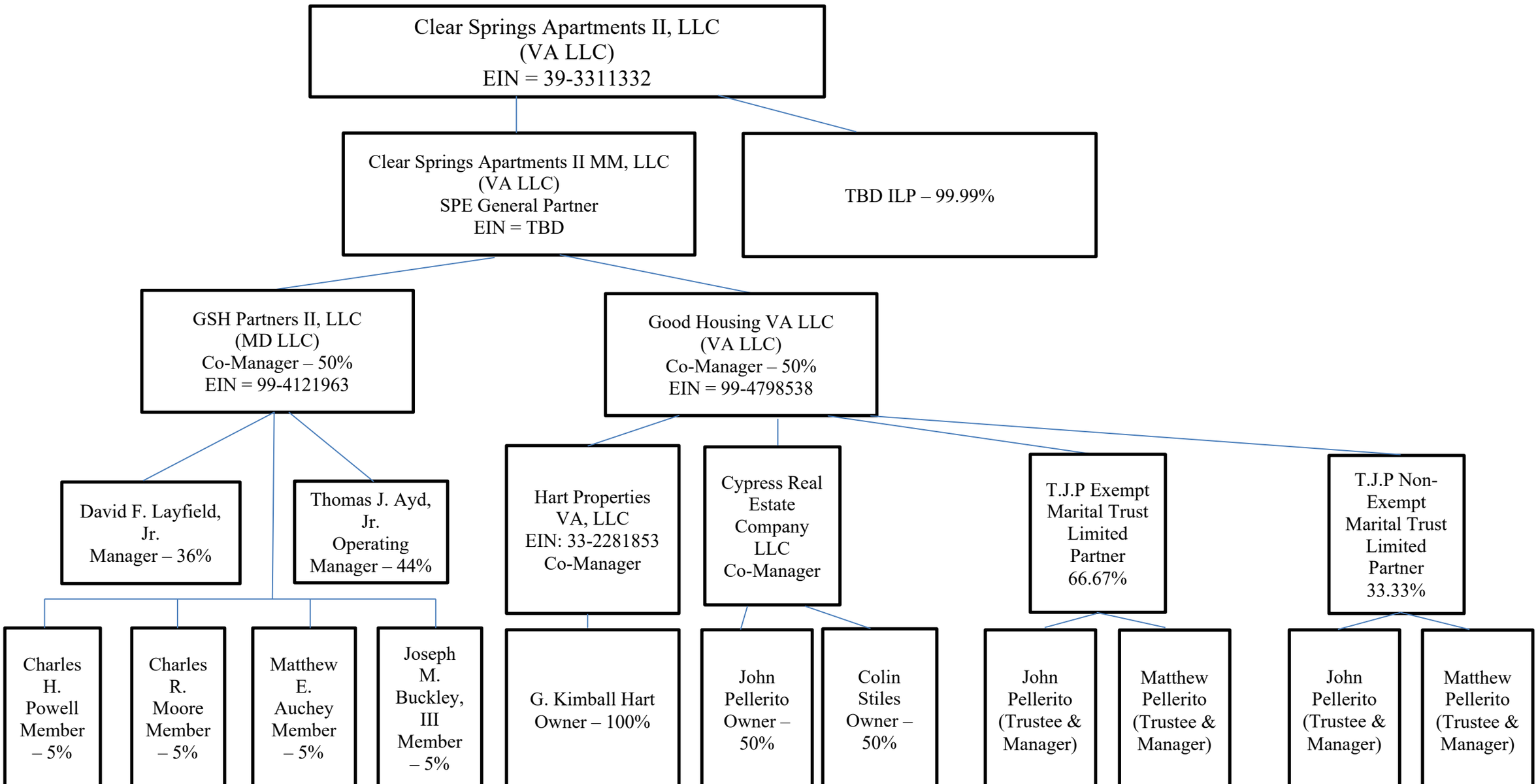
Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

Combined Max	$1,303,820
Credit Requested	$1,303,820
% of Savings	0.00%
Sliding Scale Points	44.5

Tab A:

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

ORGANIZATIONAL CHART FOR CLEAR SPRINGS APARTMENTS II, LLC



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Clear Springs Apartments II, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on May 27, 2025; and

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

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:

May 12, 2026

Bernard J. Logan, Clerk of the Commission

CERTIFICATE NUMBER : 2026051223359937

Tab C:

Syndicator's or Investor's Letter of Intent
(MANDATORY)

CAHEC
Strengthening Communities

May 13, 2026

Chase Powell
Green Street Housing
212 E. Main St. Suite 200
Salisbury, MD 21801

RE: Clear Springs Apartments Phase II
Leesburg, VA

Dear Mr. Powell:

The purpose of this letter is to express the interest and willingness of the Community Affordable Housing Equity Corporation ("CAHEC") to provide an equity investment in the above-referenced project through Community Equity Fund 32 Limited Partnership ("CEF 32") or another CAHEC-affiliated fund.

This letter of interest is based on a preliminary evaluation of the information you have provided to us. We anticipate that a total contribution of $10,429,520 could be made for a 99.99% ownership interest. The estimated contribution is based on a reservation and allocation of $1,303,820 for the federal low-income housing tax credits ("LIHTC"). The net equity pricing for credits delivered to a CAHEC fund is $0.80 per LIHTC. The net equity pricing for the LIHTC will be computed using the following formula: net equity from the sale of the LIHTCs divided by the ten-year LIHTC allocation request multiplied by the proposed investor ownership interest. For this project, the formula works as follows:

$$\$10,429,520 \div (\$1,303,820 \times 99.99\% \times 10) = \$0.80$$

Additionally, We anticipate that a total contribution of $2,624,738 could be made for a 99.99% ownership interest. The estimated contribution is based on a reservation and allocation of $525,000 for the Housing Opportunity Tax Credit ("HOTC"). The net equity pricing for credits delivered to a CAHEC fund is $0.50 per HOTC. The net equity pricing for the HOTC will be computed using the following formula: net equity from the sale of the HOTCs divided by the ten-year HOTC allocation request multiplied by the proposed investor ownership interest. For this project, the formula works as follows:

$$\$2,624,738 \div (\$525,000 \times 99.99\% \times 10) = \$0.50$$

Should the tax credits allocated to the project be different than what is assumed herein, the net equity contribution will be adjusted based on the above formula and pricing and subject to verification that there are sufficient funding sources to develop the project.

Our typical pay-in of equity contributions will provide up to 20% during construction; 55% at project completion; and 25% upon achievement of 100% qualified occupancy, 3 months

stabilized occupancy and receipt of 8609's. Equity contributions during construction will be based on actual costs incurred. Equity installments and installment conditions will be identified during the closing process.

Our current requirements include an operating reserve equivalent to six months operating expenses, replacement reserves, and debt service. A minimum debt service coverage ratio of 1.15 on must-pay debt will be required. Any deferred developer fees must be reasonably expected to be repaid on a schedule approved by the Investor Member's tax counsel and generally should not be projected to exceed 50% of the total fee due. The general partner and/or approved guarantors will be required to guarantee: construction completion/lease-up; operating deficits for a period of 5 years; and, delivery of projected tax credits.

CAHEC may assess a Syndication fee in an amount up to $40,000. CAHEC will absorb all attorney's fees for its counsel's preparation of the Entity Agreement, associated exhibits, and provision of a tax opinion, provided that no unforeseen circumstances arise that result in excessive legal expenses. Equity investment by CAHEC is subject to documentation showing that the project will obtain an eligible basis to support a reservation and allocation of the projected tax credits. The ability to invest in the Project is contingent upon standard due diligence review, project underwriting, a satisfactory environmental report, approval by CAHEC's investment committee, and the receipt, review, and approval of all financing and organizational documents.

Thank you for the opportunity to review and express our interest in your project. CAHEC wishes you continued success and hopes that we will have the opportunity to continue to work with you as the equity investor in this project.

Sincerely,

Jennifer McCabe

Jennifer McCabe
Acquisitions Manager

Tab D:

Any Supporting Documentation related to List of LIHTC Developments (Schedule A)

This deal does not require information behind this tab.

Tab E:

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

Purchase Price Description

The gross purchase price for the land to be developed as Clear Springs Apartments Phases I and II totals $7,200,000. As set forth in the Purchase and Sale Agreement (PSA), the final purchase price at each closing is calculated by multiplying the number of units acquired at that closing by $40,000 per unit. Accordingly, the Phase II purchase price is calculated as $40,000 multiplied by 83 units, resulting in a total of $3,320,000.

The allocation of a portion of the purchase price to site work is an ongoing conversation between Hines, Green Street Housing, and Good Housing, reflecting site improvements to be completed on Hines' behalf in their role as master developer. Our contracted development accountant has reviewed and confirmed that the portion of the purchase price allocated to site work is eligible and appropriately treated. This purchase price is allocated between land acquisition and reimbursable site work costs, as detailed below.

Clear Springs Apartments Phase II Purchase Price Allocation

Units-		83
Per Unit Cost per PSA-	$	40,000
Phase II Gross Purchase Price-	$	3,320,000
Portion of Purchase Price Classified as Site Work Reimbursables-	$	2,075,000
Portion of Purchase Price Classified as Land Acquisition-	$	1,245,000
Phase II Gross Purchase Price-	$	3,320,000

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date (defined below) by and between CLEAR SPRINGS DEVELOPMENT GROUP LP, a Delaware limited partnership ("**Seller**"), and GOOD HOUSING VA LLC, a Virginia limited liability company ("**Purchaser**").

R E C I T A L S :

A. Reference is made to that certain real property located in Loudoun County (the "**County**"), Virginia depicted on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

B. Purchaser desires to purchase the Property from Seller, and Seller desires to sell to the Property to Purchaser upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE 1
PURCHASE PRICE AND EARNEST MONEY

Section 1.1 Agreement to Sell and Purchase.

For the consideration and upon the terms and conditions set forth in this Agreement, Seller hereby agrees to sell and convey to Purchaser and Purchaser hereby agrees to purchase from Seller, the Property, subject to the Permitted Exceptions (defined below).

Section 1.2 Purchase Price.

Subject to adjustment as provided below, the "**Purchase Price**" shall be $3,680,000.00 at the First Closing (defined below) and $3,520,000.00 at the Second Closing (defined below), payable in immediately available federal funds. It is expressly understood and agreed that the Purchase Price at the First Closing and the Second Closing set forth above was calculated on the assumption that the Phase 1 Property will be approved by the County to consist of not fewer than 92 residential units (the "**Units**") and the Phase 2 Property will be approved by the County to consist of not fewer than 88 Units, in each case at a purchase price of $40,000.00 per Unit. The final Purchase Price at each Closing shall be calculated by multiplying the number of Units purchased by Purchaser at such Closing by $40,000.00 per Unit.

Section 1.3 Earnest Money.

(a) Within five (5) business days after the Effective Date, Purchaser shall deposit with Safe Harbor Title Company, LLC (the "**Title Company**"), at 4900 Augusta Avenue, Suite 150, Richmond, Virginia 23230, immediately available federal funds in the amount of $50,000.00 (the "**Initial Earnest Money Deposit**"). The Initial Earnest Money Deposit shall be non-refundable upon the expiration of the Inspection Period, unless specifically provided for herein. Within five (5) days after the date Purchaser receives written confirmation of the reservation of Low-Income Housing Tax Credits ("**LIHTCs**") by Virginia Housing in connection with Purchaser's intended development of the Property (the "**Credit Confirmation Date**"), Purchaser shall deposit an additional $100,000.00 with the Title Company (the "**Second Earnest Money Deposit**"), which Second Earnest Money Deposit shall be non-refundable upon deposit, unless specifically provided for

herein. Within five (5) days of Purchaser's receipt of written confirmation that Virginia Housing has set the "Bond Inclusion Date", Purchaser shall deposit an additional $500,000.00 with the Title Company (the "**Third Earnest Money Deposit**", and collectively with the Initial Earnest Money Deposit and the Second Earnest Money Deposit, the "**Earnest Money**"). The Third Earnest Money Deposit shall be non-refundable upon deposit, unless specifically provided for herein.

(b) $500,000.00 of the Earnest Money will be applied to the Purchase Price and released to Seller at the First Closing, and the remainder of the Earnest Money will be applied to the Purchase Price and released to Seller at the Second Closing (defined below). If this Agreement does not close for any reason, the Earnest Money will be paid or refunded as provided in this Agreement. The Title Company shall, promptly upon receipt, place the Earnest Money in a federally insured, interest bearing account. All interest on the Earnest Money becomes part of the Earnest Money. All interest on the Earnest Money will be reported to the Internal Revenue Service as income of Purchaser. Purchaser shall promptly execute and deliver to the Title Company all forms reasonably requested by the Title Company with respect to the Earnest Money.

(c) The Title Company is authorized and directed to pay the Earnest Money to the party entitled to receive the Earnest Money under the terms of this Agreement. Seller or Purchaser, as appropriate, shall deliver a letter of instruction to the Title Company directing the disbursement of the Earnest Money to the party entitled to receive the Earnest Money pursuant to the terms of this Agreement promptly upon receipt of a demand from that party.

Section 1.4 Independent Consideration.

Upon the full execution hereof, a portion of the Initial Earnest Money in the amount of $100 (the "**Independent Consideration**"), shall be released to Seller, which amount Seller and Purchaser hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, is non-refundable in all events, and shall be credited to the Purchase Price at the First Closing.

ARTICLE 2
TITLE AND SURVEY

Section 2.1 Title Insurance.

(a) Purchaser shall cause the Title Company to agree to issue to Purchaser as soon as practicable after each Closing, a standard form of Owner Policy of Title Insurance used in the Commonwealth of Virginia for the applicable portion of the Property (each, an "**Owner Policy**"), dated as of the applicable Closing Date (defined below).

(b) Purchaser is responsible for payment of the premium for the Owner Policies and all premiums charged for and costs associated with obtaining any endorsements or modifications to any Owner Policy and for any loan policy or endorsements required by Purchaser's lender.

(c) Promptly after the Effective Date, Title Company shall furnish to Purchaser a title insurance commitment or commitments, as applicable, covering the Property issued by

the Title Company (collectively, the "**Commitment**"), together with copies of all documents referenced as title exceptions in the Commitment.

Section 2.2 Survey.

Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser any existing surveys (the "**Existing Surveys**") Seller may have of the Property. Purchaser shall, at Purchaser's expense, order within ten (10) days after the Effective Date current surveys of the Phase 1 Property and the Phase 2 Property (collectively, the "**Survey**"), based upon the depiction of the Phase 1 Property and Phase 2 Property set forth in Exhibit A, and deliver the initial draft Survey to Seller promptly following receipt. Following Purchaser's preliminary approval of the as-surveyed legal descriptions of the Property appearing on the Survey, Purchaser shall deliver drafts of such legal descriptions to Seller. Seller shall inform Purchaser within ten (10) days of receipt of such descriptions whether Seller approves or disapproves of such descriptions, Seller's approval not to be unreasonably withheld, conditioned, or delayed. Seller's failure to respond within such period shall be deemed an approval of the submitted descriptions. If Seller disapproves all or any portion of such legal descriptions, Seller shall provide the basis for such disapproval, Purchaser and Seller shall work in good faith to address Seller's comments, and Purchaser shall resubmit draft legal descriptions to Seller. This process shall repeat until Purchaser and Seller have approved the draft legal descriptions for the Property (the "**Approved Descriptions**"). Subject to Purchaser's rights under Section 2.3 and Article 3 below, the Approved Descriptions shall be used in the Deeds (defined below).

Section 2.3 Subdivision.

Purchaser and Seller hereby acknowledge that as of the Effective Date, the parcel(s) of land comprising the Property are not oriented as depicted in Exhibit A. Seller shall, at Seller's sole cost and expense, (i) prepare a subdivision plat (the "**Subdivision Plat**") that consolidates and/or subdivides the Property in substantial conformity with the Survey and the Approved Descriptions; (ii) obtain all permits, consents and approvals required under applicable law, ordinances and regulations to effectuate such subdivision; and (iii) record the Subdivision Plat. In the event that Seller fails to complete the foregoing items (i), (ii), and (iii) on or before June 30, 2026, subject to extension for Force Majeure Events (as hereinafter defined) Purchaser shall be entitled to terminate this Agreement and receive a refund of the Earnest Money. Seller shall not record the Subdivision Plat without Purchaser's prior written consent to the final form of such Subdivision Plat, which shall not be unreasonably withheld, conditioned, or delayed. Purchaser's failure object to a form of the Subdivision Plat within five (5) days of Seller's delivery thereof to Purchaser shall be deemed Purchaser's consent to such form. Following the recordation of the Subdivision Plat, Purchaser may elect to add reference to the Subdivision Plat to the Approved Descriptions, and in such event, such updated legal descriptions shall be used in the Deeds.

After execution of this Agreement, subject to Section 3.1(f) below, Seller may take any of the following actions affecting title to the Property not yet acquired by Purchaser (and each of the following shall be an additional Permitted Exception (as defined below) hereunder), to each of which Purchaser hereby expressly consents: (i) create, modify, or release easements, rights-of-way, covenants, conditions or restrictions, including recording any plat (but excluding the Subdivision Plat, which shall be governed by the first paragraph of this Section 2.3), which Seller determines are necessary or appropriate for development or use of the Property, provided that no such instruments or encumbrances shall have a material adverse impact on Purchaser's intended development of the Property and Seller provides Purchaser reasonable advance notice prior to recording any such instruments or encumbrances; and (ii) place new financing liens against the Property and modify existing financing liens, provided that the financing liens encumbering the Property shall be released, at the applicable Closing, by payment to the lender(s) of the amount required to cause such release. For purposes of this Section 2.3, "material adverse

impact" shall include, but not be limited to, any condition that would be reasonably expected to prohibit, interfere with, delay, increase the cost of, or necessitate material additional action by Purchaser in connection with (i) Purchaser's satisfaction of the Conditions to Closing (as defined below) applicable to Purchaser; (ii) Purchaser's efforts to secure governmental approvals, permits, or licenses in connection with its intended development and use of the Property; (iii) Purchaser's construction of the intended improvements on the Property; or (iv) Purchaser's use of the Property as a multifamily low income housing development.

ARTICLE 3
TITLE REVIEW AND INSPECTION

Section 3.1 Title Review.

(a) Purchaser has until the date that is fifteen (15) days prior to the expiration of the Inspection Period ("**Title Review Period**"), to give Seller a detailed notice objecting to any exception or condition contained in or revealed by the Commitment, exception documents, Existing Surveys or the Surveys; provided, however, that any standard printed exceptions to title that are promulgated in the state of Virginia and any liens and other encumbrances to be released or bonded at the applicable Closing may not form the basis for objection by Purchaser. If Purchaser does not give notice of any objections to Seller within the Title Review Period, Purchaser is deemed to approve the title as shown in the Commitment, the title exceptions, and matters shown on the Survey.

(b) If Purchaser provides timely objections, Seller may, within three (3) days after receipt of Purchaser's notice, notify Purchaser of Seller's intention to cure or not cure Purchaser's objections; provided, however, that Seller has no obligation to cure any of Purchaser's objections. Seller's failure to timely deliver a response to Purchaser's notice shall be deemed an election to not cure Purchaser's objections. If Seller elects to cure any of Purchaser's objections, Seller shall have a period of thirty (30) days from the date of Seller's response (the "**Title Cure Period**") in which it may cure or attempt to cure Purchaser's objections.

(c) If Purchaser provides timely objections and Seller does not cure all of Purchaser's objections within the Title Cure Period for any reason, then, within five (5) days after the last day of the Title Cure Period, Purchaser shall, as its sole and exclusive remedy, waiving all other remedies, either:

(i) terminate this Agreement by giving a termination notice to Seller (but in no event later than the expiration of the Inspection Period; provided however, that if Seller agrees to cure any title objections pursuant to subsection (b) above and fails to cure such objections within the Title Cure Period, then Purchaser shall be entitled to terminate this Agreement notwithstanding the expiration of the Inspection Period), then the Title Company shall return the Earnest Money to Purchaser and the parties have no further rights, liabilities, or obligations under this Agreement (other than those that expressly survive termination); or

(ii) waive the uncured objections by proceeding to the Closings and be deemed to approve Seller's title as shown in the Commitment, the title exception documents, and the Survey.

If Seller does not timely receive notice of Purchaser's election to terminate under this **Section 3.1(c)**, Purchaser is deemed to waive the uncured objections, other than the Mandatory Cure Items (as defined below), and to approve Seller's title as shown in the Commitment, the title exception documents, and the Survey.

(d) All exceptions appearing in the Commitment or on the Survey to which Purchaser does not object or which are deemed waived and accepted by Purchaser as set forth herein are herein referred to as the "**Permitted Exceptions**"; provided, however, that as to those exceptions to which Purchaser does object, if Seller modifies any such exception to Purchaser's satisfaction, then such exception, as so modified, shall be deemed included in the term "Permitted Exceptions".

(e) Notwithstanding anything to the contrary contained elsewhere in this Agreement, Seller shall be obligated to cure or satisfy all Mandatory Cure Items with respect to the Phase 1 Property at or prior to the First Closing, and all Mandatory Cure Items with respect to the Phase 2 Property at or prior to the Second Closing and Seller may use the proceeds of the Purchase Price at the applicable Closing for such purpose. For purposes of this Agreement, "**Mandatory Cure Items**" shall mean (a) any mortgage, deed to secure debt, deed of trust or similar security instrument arising by, through or under Seller encumbering all or any part of the Property, (b) any mechanic's, materialman's or similar lien (unless resulting from any act or omission of Purchaser or any of its agents, contractors, representatives, or employees) arising by, through or under Seller (c) the lien of ad valorem real or personal property taxes, assessments and governmental charges affecting all or any portion of the Property which are delinquent, and (d) any judgment of record against Seller in the County.

(f) Further, Purchaser acknowledges that Seller and its Affiliates (defined below) have developed or are in the process of developing one or more sets of covenants, conditions and restrictions to govern property adjacent to the Property owned by Seller and such Affiliates (the "**CC&Rs**"). Seller hereby acknowledges and agrees that the Property shall not be directly subject to the CC&Rs or the governance of a homeowners association. On and after the Effective Date, Seller shall not subject the Property to any recorded covenants, conditions, or restrictions, without the prior written consent of Purchaser such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that the Property shall be subject to the Amenity Access Agreement (as defined below), which may grant the Property certain rights in amenities otherwise governed by the CC&Rs.

Section 3.2 Inspection Period.

(a) This Agreement shall terminate immediately at 5:00 p.m., Loudoun County, Virginia time on that certain date that is ninety (90) days after the Effective Date (the period from the Effective Date through such date and time being the "**Inspection Period**"), unless, prior to such time, Purchaser has elected, in its sole and absolute discretion, to proceed with the transaction described herein by delivering written notice thereof to Seller (the "**Notice to Proceed**"). If Purchaser determines that it is not satisfied with the Property for any reason whatsoever, or for no reason at all, Purchaser may also, in its sole discretion, affirmatively terminate this Agreement by giving written notice to Seller at any time prior to the expiration of the Inspection Period. If this Agreement automatically terminates or Purchaser terminates this Agreement by giving written notice in accordance with this **Section 3.2(a)**, the Title Company shall return the Earnest Money then on deposit to Purchaser, and the parties have no further rights, liabilities, or obligations under this

Agreement (other than those that expressly survive termination). If Purchaser delivers the Notice to Proceed prior to the expiration of the Inspection Period, (i) the Earnest Money then on deposit with the Title Company shall be non-refundable, except as otherwise provided in this Agreement, and (ii) this Agreement remains in full force and effect and Purchaser's right to terminate this Agreement under this **Section 3.2(a)** is waived. If this Agreement is not terminated pursuant to this **Section 3.2(a)**, Purchaser is deemed to waive any defaults of Seller known to Purchaser as of the expiration of the Inspection Period that arose prior to or during the Inspection Period.

(b) Purchaser will (i) maintain and cause those entering the Property on Purchaser's behalf to maintain commercial general liability (occurrence) insurance, with such policies to have a combined single limit of at least $1,000,000.00, and $2,000,000.00 in the aggregate, covering any accident arising in connection with the presence or activities of Purchaser or its agents, employees, contractors or consultants on the Property, and deliver to Seller a certificate of insurance verifying such coverage and Seller being named as an additional insured on such coverage prior to entry upon the Property; and (ii) promptly pay when due the costs of all inspections, entries, samplings and tests and examinations done by or on behalf of Purchaser with regard to the Property. Purchaser's General Liability policy will contain a waiver of subrogation in favor of Seller and shall be primary and not require contribution from Seller's insurance policies.

(c) Purchaser shall perform, and shall cause its agents, employees, and contractors to perform, all inspections and reviews of the Property so as not to cause any damage, loss, cost, or expense to, or claims against Seller or the Property. Purchaser shall, at its expense, promptly repair any damage to the Property caused by or directly attributable to Purchaser's inspections or testing to the condition existing prior to the inspection or testing. Purchaser shall indemnify, defend, and hold Seller and its respective agents and employees harmless from any damage, loss, cost, expense (including, without limitation, reasonable legal fees, court costs, and expenses), or claims caused by, directly attributable to, or directly resulting from the entry onto the Property by Purchaser, its agents, employees, contractors, or consultants; provided, however, in no event shall Purchaser be required to indemnify or defend Seller with respect to Purchaser's discovery of any matter on or with respect to the Property existing prior to Purchaser's inspection of the Property and not caused or exacerbated by Purchaser or Purchaser's agents, employees, contractors or consultants. Purchaser shall cause any lien filed against the Property by a consultant, contractor, subcontractor, or other person or entity arising by, through, or under Purchaser or otherwise attributable to Purchaser's inspection, testing, and review of the Property to be released of record (whether through payment or bonding) within twenty (20) days after receipt of notice from Seller of the filing of any lien. The terms of **Sections 3.2(b) and 3.2(c)** survive the Closing or any termination of this Agreement.

(d) If Purchaser terminates this Agreement for any reason (including without limitation pursuant to this Section 3.2), Purchaser shall convey or assign all of its right, title and interest in and to any and all engineering plans and permits (including without limitation permits and other items issued by governmental authorities).

ARTICLE 4
REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 4.1 Seller's Representations and Warranties.

As of the Effective Date and as of each Closing Date, Seller represents and warrants to Purchaser:

(a) Seller is a Delaware limited partnership, validly existing under the laws of the State of Delaware.

(b) Seller has the authority to execute this Agreement and to perform its obligations under this Agreement. The person executing this Agreement on behalf of Seller is duly authorized to do so.

(c) Neither Seller nor any person or entity that directly owns ten percent (10%) or greater equity interest in Seller or any of Seller's officers, directors, or managing members is a person or entity (each a "**Prohibited Person**") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury, including those named on OFAC's Specially Designated and Blocked Persons List (the "**List**") or under Executive Order 13224 (the "**Executive Order**") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism" or any other governmental action; and throughout the term of this Agreement, Seller shall comply with the Executive Order.

(d) Seller's execution of this Agreement and consummation of the transaction contemplated hereby does not and will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property, or (b) violate any applicable law.

(e) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws pending against Seller.

(f) To Seller's knowledge, as of the Effective Date, the Property is subject to (i) that certain Post-Settlement Occupancy Agreement, dated June 7, 2024 by and between Robert M. Wilkins and Mary Lous Wilkins and Clear Springs Development Group, LLC and (ii) that certain Post-Settlement Occupancy Agreement dated June 7, 2024, by and between Syed Ishaq and Clear Springs Development Group, LLC, and no other tenancies or rights of occupancy arising under Seller. As of each Closing Date, except as may be specifically set forth on the Commitment (it being understood that the standard exception for parties in possession shall not be deemed sufficiently specific), there will be no tenancies with respect to the Property.

(g) To Seller's knowledge, as of the date hereof there are no claims or proceedings pending or threatened in writing, against or relating to Seller or the Property including, without limitation, any proceedings relating to condemnation or the exercise of the rights of eminent domain as to any part of the Property or purchase in lieu thereof or for the limiting or denying of any right of access thereto.

(h) To Seller's knowledge, other than as may have been disclosed in any environmental reports that have been delivered by Seller to Purchaser, (i) no underground storage tanks,

asbestos, items containing PCBs, tires, batteries, solid waste, or toxic or hazardous materials or substances, as defined in applicable state or federal law (collectively, "Hazardous Waste") are present upon or in the Property in violation of Hazardous Waste Laws (as hereinafter defined), and (ii) during Seller's period of ownership, there has been no release, discharge, storage, generation, treatment or disposal of any Hazardous Waste upon or in the Property in violation of Hazardous Waste Laws.

Section 4.2 Survival of Representations and Warranties.

(a) Seller shall promptly notify Purchaser of any change in circumstances or information received by Seller that renders any of Seller's representations or warranties inaccurate in any material respect. If prior to any Closing, Purchaser discovers that any representation or warranty of Seller set forth in **Section 4.1** is inaccurate in any material respect, and such discovery is not the result of Seller's notice as set forth in Section 4.6 and further subject to the cure period set forth in Section 6.1(b), Purchaser's sole and exclusive remedy is to either (i) terminate this Agreement by giving notice to Seller, in which event the parties shall have no further rights, liabilities or obligations under this Agreement (other than those that expressly survive termination), the Title Company or Seller, as applicable, shall return the Earnest Money to Purchaser, and Purchaser shall be entitled to recover from Seller Purchaser's actual out-of-pocket expenses incurred in connection with this Agreement, including engineering and design costs in connection with Purchaser's intended development of the Property, up to the maximum of $400,000.00 (the "**Recoverable Costs**") (which right shall survive the termination of this Agreement), or (ii) waive the representation or warranty as to the non-compliant matter identified by Purchaser and proceed to the Closing(s). Seller shall have no liability with respect to any of Seller's representations, warranties or covenants if, prior to any Closing, Purchaser has actual knowledge of any breach of a representation, warranty or covenant of Seller herein, or Purchaser obtains actual knowledge (from whatever source as a result of Purchaser's due diligence tests, investigations and inspections of the Property; or as a result of written disclosure by Seller or any of Seller's agents, representatives or employees) that contradicts any of Seller's representations, warranties or covenants herein (and the representations, warranties and covenants of Seller shall be deemed modified thereby to be accurate), and Purchaser nevertheless consummates any transaction contemplated by this Agreement (in which event any such breach or contradiction shall be deemed waived by Purchaser but all other express representations, warranties and covenants of Seller hereunder shall remain in effect and survive according to their terms).

(b) Unless waived pursuant to the preceding clause, Seller's representations and warranties shall survive each Closing for a period of nine (9) months, at which time they terminate as to such portion of Property unless Purchaser gives Seller notice within such 9-month period of the circumstances giving rise to a breach discovered by Purchaser after the applicable Closing. Any suit, claim or cause of action against Seller for damages for a breach of a representation or warranty discovered by Purchaser after a Closing and for which notice is timely given to Seller must be instituted two (2) years after such Closing or the damages are thereafter barred. Purchaser waives the right to collect special, consequential, punitive, or any other damages other than actual damages in connection with this transaction and this Agreement. Purchaser will not have the right to bring any suit, claim or cause of action against Seller as a result of any alleged inaccuracy or breach of such representations and warranties under **Section 4.1** unless and until the aggregate amount of all liability and losses arising out all such inaccuracies or breaches exceeds

$25,000 and then only to such extent of such excess. Purchaser agrees to first seek recovery under any insurance policies prior to seeking recovery from Seller, and Seller shall not be liable to Purchaser for such inaccuracies or breaches under **Section 4.1** if Purchaser's claims are satisfied from such insurance policies. Notwithstanding anything to the contrary contained in this Agreement, Seller's liability for all such inaccuracies or breaches under **Section 4.1** shall not exceed, in the aggregate, $400,000.00 (including Seller's attorneys' fees and other costs in connection with such inaccuracies or breaches).

Section 4.3 Purchaser's Representations and Warranties.

Purchaser represents and warrants to Seller, which representations and warranties are also deemed to be made on and as of each Closing Date:

(a) Purchaser is a limited liability company, qualified to do business in the Commonwealth of Virginia.

(b) Purchaser has the authority to execute this Agreement and to perform its obligations under this Agreement. The person executing this Agreement on behalf of Purchaser is duly authorized to do so.

(c) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending, or threatened against Purchaser.

(d) Neither Purchaser nor any person or entity that directly owns ten percent (10%) or greater equity interest in Purchaser or any of Purchaser's officers, directors, or managing members is a Prohibited Person with whom U.S. persons or entities are restricted from doing business under regulations of OFAC, including those named on OFAC's List or under the Executive Order or any other governmental action; and throughout the term of this Agreement, Purchaser shall comply with the Executive Order.

Section 4.4 OFAC Compliance.

Pursuant to the Executive Order, U.S. companies are required to ensure that they do not transact business with persons or entities determined to have committed, or to pose a risk of committing or supporting, terrorist acts and those identified on the List generated by OFAC. The names or aliases of these persons or entities (each a "**Blocked Person**") are updated from time to time. Purchaser hereby acknowledges and agrees that Purchaser's inclusion on the List at any time during the term of this Agreement shall result in a delay in the Closing contemplated by this Agreement. If it is determined that Purchaser is a Blocked Person, this Agreement shall be terminated, and the Earnest Money shall be paid to or retained by (as applicable) Seller. The provisions of this **Section 4.4** will survive the termination of this Agreement.

Section 4.5 Knowledge.

For purposes of this Agreement and any closing document, whenever the phrase "to Seller's actual knowledge" or "to Seller's knowledge", or the "knowledge of Seller" or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge only of Andrew McGeorge, and no others, at the times indicated only, without independent inquiry, without any actual or implied duty of inquiry whatsoever and without the imputation to such person of the knowledge of any other person. The named individual is acting for and on behalf of Seller and in a capacity as an officer or representative of Seller and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Purchaser waives any right to sue or seek any personal judgment or claim against

such named individuals. For purposes of this Agreement and any closing document, whenever the phrase "to Purchaser's actual knowledge" or "to Purchaser's knowledge", or the "knowledge of Purchaser" or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge only of John Pellerito and G. Kimball Hart, and no others, at the times indicated only, without independent inquiry, without any actual or implied duty of inquiry whatsoever and without the imputation to such person of the knowledge of any other person. The named individuals are acting for and on behalf of Purchaser and in a capacity as an officer or representative of Purchaser and are in no manner expressly or impliedly making any representations or warranties in an individual capacity. Seller waives any right to sue or seek any personal judgment or claim against such individuals.

Section 4.6 Notice of Change.

Seller shall notify Purchaser promptly of any change in the facts or circumstances which are contrary to the foregoing representations and warranties of Seller. If such change is material in nature, Purchaser shall have the right to either (i) terminate this Agreement, in which case the Earnest Money shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder except for those that expressly survive, and, if such change in circumstances is due to the sole gross negligence or bad faith of Seller, Purchaser shall be entitled to recover from Seller the Recoverable Costs (which right shall survive the termination of this Agreement) or (ii) proceed with the transaction described herein, waiving such inconsistent representation(s) and/or warranty(ies) with respect to the facts disclosed. Purchaser's failure to respond within five (5) days after notification from Seller of such change in facts or circumstance shall be deemed a decision by Purchaser to waive such inconsistent representation and/or warranty and proceed with the transaction. If such change is not material in nature, the parties acknowledge that Purchaser shall have no recourse against Seller.

Section 4.7 Proffer Allocation Agreement. During the Inspection Period, Seller shall provide to Purchaser a proposed proffer allocation agreement ("**PAA**") to govern the payment and allocation of proffer requirements following each Closing, by and among the Seller and Purchaser. Upon the Parties' agreement to the form of the PAA the Purchaser and Seller shall append the PAA as **Exhibit E**, whereupon the PAA shall be incorporated into this Agreement by reference, and shall be executed by Seller and Purchaser at the First Closing as part of the Seller's and Purchaser's deliveries, respectively. The Parties agree that the PAA will be recorded as part of the Closing documents at Seller's sole cost and expense, and shall run with the land. The Purchaser's acceptance of the PAA and incorporation thereof as an Exhibit to this Agreement shall be a condition to Purchaser's exit of the Inspection Period. If Purchaser has not agreed to the final form of the PAA on or before the expiration of the Inspection Period, the parties shall continue to negotiate the form of the PAA diligently and in good faith, and the Inspection Period shall be automatically extended to the day that is one (1) business day after Seller and Purchaser have approved a form of PAA in writing, but in no event more than sixty (60) days from the end of the originally scheduled Inspection Period.

Section 4.8 Purchaser's Post-Closing Covenants.

(a) Purchaser will repair promptly any and all damage caused by Purchaser, Purchaser's employees, agents, contractors and subcontractors to any utilities and water boxes on the Property or any other part of the Subdivision and to the streets that are shown on the final plat.

(b) For each portion of the Property that Purchaser purchases, Purchaser will comply with applicable rules and regulations of the Virginia Department of Environmental Quality ("**VDEQ**") and the County related to the Subdivision, including, without limitation, any

storm water management plan ("**SWM & BMP Plan**") filed with the VDEQ (including, without limitation, the SWM & BMP Plan attached hereto as **Exhibit J**).

ARTICLE 5
CLOSINGS AND PRORATIONS

Section 5.1 Closing Dates.

The closing of the purchase and sale of the Phase 1 Property (the "**First Closing**") shall occur on that certain date that is sixty (60) days after the Development Conditions Completion Date (but in no event later than April 30, 2027) (the "**First Closing Date**") through escrow in the Title Company's office. The closing of the purchase and sale of the Phase 2 Property (the "**Second Closing**" and collectively with the First Closing, the "**Closings**" and each, a "**Closing**") shall occur on or before the date that is twelve (12) months after the First Closing Date (the "**Second Closing Date**" and collectively with the First Closing Date, the "**Closing Dates**" and each, a "**Closing Date**") in the Title Company's office.

Section 5.2 Closing Matters.

(a) At each Closing, Seller shall deliver:

(i) a Special Warranty Deed conveying the Phase 1 Property or Phase 2 Property, as applicable (each, a "**Deed**"), duly executed and acknowledged by Seller, containing no exceptions or conditions except the Permitted Exceptions, substantially in the form attached to this Agreement as **Exhibit C**;

(ii) an IRC Section 1445 Certification to Purchaser, duly executed by Seller, substantially in the form attached to this Agreement as **Exhibit D**;

(iii) at least two (2) original counterparts of a duly executed and acknowledged PAA; and

(iv) an owner's affidavit on the Title Company's standard form in form and substance sufficient for the Title Company to issue the Owner Policy without any standard printed exceptions customarily removed with such owner's affidavit;

(v) a Virginia form R-5 or equivalent;

(vi) at least two (2) original counterparts of a duly executed and acknowledged Amenity Access Agreement in the form attached hereto as **Exhibit G** (the "**Amenity Access Agreement**"); and

(vii) possession of the Phase 1 Property or Phase 2 Property, as applicable, to Purchaser, subject to the Permitted Exceptions.

(b) At each Closing, Purchaser shall deliver:

(i) at least two (2) original counterparts of a duly executed and acknowledged PAA

(ii) at least two (2) original counterparts of a duly executed and acknowledged Amenity Access Agreement; and

(iii) the applicable portion of the Purchase Price, subject to applicable prorations and credits, by wire transfer or other immediately available federal funds to the Title Company.

(c) Seller and Purchaser shall execute and deliver to the appropriate parties any additional documents and instruments that, in the mutual opinion of Purchaser's counsel and Seller's counsel, are necessary to consummate this transaction.

Section 5.3 Prorations.

(a) Seller shall pay all ad valorem taxes, and annual installments of special assessments that are due and payable prior to each Closing, on the applicable portion of the Property for the year in which such Closing occurs and all prior years, except that all taxes and assessments will be prorated between Purchaser and Seller as of the date of each Closing. The proration will be computed and paid on the basis of the actual taxes and assessments for the year of such Closing. If Seller has not received the current year's statements prior to a Closing, the proration will be computed on the basis of the most recent prior statements, taking into account any known changes in the tax rate(s) for the current year, provided that, if the applicable portion of the Property was assessed in the immediately preceding year as part of a larger tract, the latest assessed valuation of such portion shall be calculated using the valuation per acre within the larger tract multiplied by the number of acres within such portion. All real estate taxes imposed with respect to periods prior to a Closing because of a transfer of the applicable portion of the Property or a change of use of such portion after such Closing (i.e., rollback taxes) shall be the responsibility and obligation of Seller. Any such taxes assessed with respect to periods after a Closing shall be the responsibility and obligation of Purchaser, which shall survive each Closing. If any proration under this **Section 5.3** is incorrect for any reason or the estimated proration amount does not reflect the actual taxes or assessments for the year of the applicable Closing, then either party may obtain an adjustment to correct the proration by making written demand upon the other party within one (1) year after such Closing.

(b) The Property shall be subdivided pursuant to Section 2.3 prior to the First Closing. If at any Closing any portion of the Property has not been reassessed to reflect the parcel orientation as of such Closing, the tax prorations specified in **Section 5.3(a)** shall be paid to the Title Company to be held in escrow pursuant to a commercially reasonable escrow agreement approved by the Title Company pending receipt of the reassessment of the Property.

(c) If any tax prorations for larger tax lot parcels made at any Closing are inaccurate, Seller and Purchaser shall pay any deficiencies for their respective pro rata portions to the Title Company or the Title Company shall make any appropriate pro rata refunds to Seller and Purchaser.

(d) The obligations of Seller and Purchaser under this **Section 5.3** survive each Closing.

Section 5.4 Closing Costs.

Costs of each Closing will be allocated between Seller and Purchaser as follows:

(a) Seller shall pay (i) 50% of any escrow fees or similar charges of the Title Company, (ii) the costs of recording the Deeds, including any recording tax and local fees imposed

by the County in connection therewith, and (iii) the costs, if any, incurred by Seller in connection with the performance of its obligations under this Agreement.

(b) Purchaser shall pay (i) the basic premium for each Owner Policy and any premiums related to extended coverage or any endorsements or modifications to such Owner Policy requested by Purchaser, (ii) the cost of providing the Commitment, (iii) 50% of any escrow fees or similar charges of the Title Company, (iv) the cost of the Surveys and (v) the costs, if any, incurred by Purchaser in connection with the performance of its obligations under this Agreement.

(c) All other expenses incurred by Seller or Purchaser with respect to each Closing, including, but not limited to, legal fees of Purchaser and Seller (except in the event of litigation), will be borne and paid exclusively by the party incurring same, without reimbursement, except to the extent otherwise specified in this Agreement.

Section 5.5 Conditions to Each Closing.

In addition to the performance by Seller hereunder, the obligation of Purchaser to purchase the Property is subject to the satisfaction as of the applicable Closing Date of the following conditions (the "**Conditions to Closing**"), any of which may be waived in whole or in part by Purchaser in writing at or before the applicable closing.

(a) No Moratorium. There will be no general moratorium or similar restriction imposed by any governmental authority or utility supplier with respect to the issuance of building permits for the property, or sanitary sewer, water or electricity connections with respect thereto, or any other item necessary for construction.

(b) Site Plan. The final site plan for the applicable portion of the Property to be conveyed at such Closing (the "**Site Plan**") has been conditionally approved by County, it being agreed and understood that the County's approval of the Site Plan is the sole responsibility of Purchaser, to be done at Purchaser's sole cost and expense; provided, however, that Seller shall reasonably cooperate with Purchaser's efforts to obtain approval of the Site Plan at no cost to Seller.

(c) Credits and Bond Inclusion. Purchaser has secured a reservation of LIHTCs and bond inclusion for Virginia Housing tax-exempt bonds in connection with Purchaser's intended development of the Property.

(d) Financing. The County has committed to "gap" funding for Purchaser's intended development of the Property or Purchaser has obtained a binding commitment for another suitable "soft loan" has been received by Purchaser.

(e) Building Permit. Purchaser shall have secured building permits as required under applicable laws of the County for Purchaser's plans and specifications for the applicable portion of the Property. Seller shall cooperate with Purchaser in the application for such building permits and cosign such applications.

(f) Development Conditions. Seller shall complete or cause to be completed all of the following conditions with respect to the applicable portion of the Property (collectively, the "**Development Conditions**"), at Seller's sole cost and expense, and give Purchaser written notice (a "**Completion Notice**") that all of the following matters have been accomplished and completed:

(i) Clearing, grading and necessary earthwork is completed, and building pad and parking areas are at grade in accordance with Purchaser's interim grading plan;

(ii) Seller has delivered notice to Purchaser that all dry utilities, including electrical, gas, cable, and telephone utility lines to serve the Property will be stubbed to the boundary line of the Property not later than (A) sixty (60) days after the First Closing Date with respect to electrical and gas, and (B) ninety (90) days after the First Closing Date with respect to cable and telephone utilities;

(iii) Seller shall have complied in all material respects with the Seller responsibilities set forth on the Development Responsibilities Checklist attached hereto and made part hereof as **Exhibit F**, and Purchaser shall have delivered a written certification to Seller that it shall comply with the Purchaser responsibilities set forth on the Development Responsibilities Checklist;

(iv) All wet utilities adjacent to the Property to be conveyed have been installed so that all such utilities have been stubbed to the boundary of the Property to be conveyed;

(v) Installation of stormwater management serving the Property has been completed, with adequate stormwater facilities, retention and/or treatment, including but not limited to necessary BMP facilities and/or offsite credits;

(vi) The Property to be conveyed shall have insurable access to a public (or private, as determined by Seller, subject to Purchaser's rights under Section 3 hereof) right of way (which access may be via streets in the the larger development that separately access such public right of way).

(vii) The Subdivision Plat shall have been approved and recorded in accordance with Section 2.3.

Seller shall perform the Development Conditions in a good and workmanlike manner and in accordance with applicable law, and shall satisfy and release any and all mechanics' liens affecting the Property arising by, through or under Seller at or before the First Closing. Purchaser may inspect the Property following receipt of the Completion Notice to confirm the satisfactory completion of the Development Conditions. Unless Purchaser makes written objection to the Completion Notice within ten (10) days following delivery of the Completion Notice, the "**Development Conditions Completion Date**" will be deemed to occur on the date of delivery of the Completion Notice.

The Conditions to Closing are solely for the benefit of Purchaser, and the failure of any such Conditions to Closing applicable to Purchaser shall not be deemed a default by Purchaser. If, subject to extension for Force Majeure Events, any of the Conditions to Closing have not been satisfied or waived in writing by Purchaser on or before the applicable Closing Date, then Purchaser shall have the right to (i) extend the applicable Closing Date in order to satisfy the Conditions to Closing, (ii) terminate this Agreement by delivering written notice thereof to Seller and the Title Company, or (iii) waive in writing the unsatisfied condition (s) and proceed with the applicable Closing. If Purchaser terminates this Agreement pursuant to clause (ii) above, then the Title Company shall refund the Earnest Money then on deposit with the Title Company (less the Independent Consideration) to Purchaser. If such termination is the result of a failure of a Development Condition and Seller has not used commercially reasonable efforts to achieve the completion of the applicable Development Condition on or before the applicable Closing Date, Purchaser shall be entitled to recover from Seller the Recoverable Costs (which right shall survive the termination of

this Agreement). Following the refund of the Earnest Money (and, payment of the Recoverable Costs by Seller, but only to the extent applicable), thereafter, neither party will have any further obligations hereunder other than any obligations herein that expressly survive termination. If the applicable Closing does not occur because of a default by either party, the non-defaulting party will have the right to exercise the remedies described below in **Article 6**. As used herein, the term "**Force Majeure Events**" means actual delays caused by fire, flooding, inclement weather, earthquake, hurricane, action of the elements, epidemic or other acts of God, strike, lockout, freight embargo, acts of public enemy, riot, insurrection, war, terrorism, invasion, insurrection, mob violence, malicious mischief, sabotage, inability to procure, or general shortage of, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, condemnation laws, litigation, governmental restrictions, requisition or order of government, civil or military authorities, governmental regulation of the sale or transportation of materials, supplies or labor, governmental delay, inability to obtain governmental permits or approvals or any other similar cause not within Seller's reasonable control

ARTICLE 6
DEFAULTS AND REMEDIES

Section 6.1 Purchaser's Remedies.

(a) If Seller is unable to convey title to Purchaser at a Closing subject only to the Permitted Exceptions (excluding an election by Seller not to cure any objection by Purchaser under **Section 3.1**) for any reason other than an affirmative act by Purchaser that prevents Seller from conveying title as required and either Seller does not remedy the failure within five (5) business days thereafter or Purchaser does not waive any defect in title and accept Seller's title as Seller is able to convey it, then Purchaser shall, as its sole and exclusive remedy, waiving all other remedies, terminate this Agreement by giving notice to Seller within ten (10) days after the event occurs. Upon such termination, the Title Company or Seller, as applicable, shall return the Earnest Money to Purchaser, and the parties have no further rights, liabilities, or obligations under this Agreement (other than those that expressly survive termination); provided, however ,that if Seller is unable to convey title to Purchaser at a Closing as set forth in the first sentence of this **Section 6.1(a)**, and such failure is due to the affirmative act of Seller with the intent to defraud or otherwise hinder Purchaser's ability to complete a Closing, Purchaser shall be entitled to recover from Seller the Recoverable Costs (which right to recovery shall survive the termination of this Agreement).

(b) Other Seller Defaults. If (A) Seller does not timely perform its obligations under **Section 5.2(a)** for any reason other than (i) Purchaser's failure to timely perform its obligations under **Section 5.2(b)** or (ii) an act that falls under **Section 6.1(a)** (or the termination of this Agreement under any applicable provision of this Agreement) or (B) Seller does not timely perform any of its material obligations under this Agreement other than its obligations under **Section 5.2(a)** (for any reason other than the termination of this Agreement under any applicable provision of this Agreement) and does not cure the default within ten (10) business days after receipt of notice of the default from Purchaser, then Purchaser shall, as its sole and exclusive remedy, waiving all other remedies, either:

(i) enforce specific performance of Seller's obligation to convey the applicable portion of the Property to Purchaser in accordance with this Agreement; or

(ii) terminate this Agreement by giving notice to Seller within five (5) business days thereafter, in which event the Title Company or Seller, as applicable, shall return

the Earnest Money to Purchaser, and the parties have no further rights, liabilities, or obligations under this Agreement (other than those that expressly survive termination).

Purchaser is deemed to elect to terminate this Agreement, receive a return of the Earnest Money as liquidated damages, and waive any right to enforce specific performance against Seller unless Purchaser complies with its obligations under **Section 5.2(b)** on the applicable Closing Date, gives Seller notice of its intent to enforce specific performance within ninety (90) days after the applicable Closing Date, and files an action to enforce specific performance against Seller in an appropriate State court having jurisdiction over the applicable portion of the Property within two (2) years after the applicable Closing Date; provided, however, that if specific performance against Seller is unavailable as a remedy due to the affirmative action of Seller, Purchaser shall have the right to recover from Seller the Recoverable Costs (which right to recovery shall survive the termination of this Agreement).

Section 6.2 Seller's Remedies.

If:

(a) Purchaser does not timely perform in accordance with **Section 5.2(b)** for any reason, except (i) Seller's failure to timely perform its obligations under Section 5.2(a), (ii) a condition that falls under Section 6.1(a), (iii) the termination of this Agreement under any applicable provision of this Agreement, or (iv) an act or omission by Seller in violation of this Agreement which prevents Purchaser from timely performance of such obligation; or

(b) Purchaser is otherwise in default in the performance of its obligations under this Agreement and does not cure the default within ten (10) business days after receipt of notice of the default from Seller (but Seller is not required to give Purchaser notice of default in the performance of Purchaser's obligations under **Section 5.2(b)** or any other obligation involving the payment of money);

then Seller may, as its sole and exclusive remedy, waiving all other remedies, terminate this Agreement by giving notice to Purchaser, the Title Company shall pay the Earnest Money to Seller (unless the Earnest Money has previously been released to Seller) and Seller will retain all Earnest Money as liquidated damages, and the parties have no further rights, liabilities, or obligations under this Agreement (except for those that expressly survive termination). The parties agree that Seller's damages are difficult to ascertain, and that the Earnest Money is a fair approximation of Seller's damages and no other damages, rights or remedies shall in any case be collectable, enforceable or available to Seller other than as provided herein and Seller agrees to accept the Earnest Money as its total damages and relief hereunder in such event.

Notwithstanding the foregoing, if Purchaser defaults in its obligations to perform or complete any of the post-closing agreements or conditions set forth in Section 4.8 of this Agreement, then Seller's sole remedy for such breach, shall be an action to recover actual damages and not consequential, punitive or indirect damages caused by Purchaser's failure to comply with such post-Closing obligations as set forth in Section 4.8.

Section 6.3 **CONSEQUENTIAL AND PUNITIVE DAMAGES.**

EACH OF SELLER AND PURCHASER WAIVES ANY RIGHT TO SUE THE OTHER FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES FOR MATTERS ARISING UNDER THIS AGREEMENT. THIS SECTION 6.3 SHALL SURVIVE EACH CLOSING AND/OR TERMINATION OF THIS AGREEMENT.

Section 6.4 Limitation on Recourse.

Except to the extent otherwise set forth in this Agreement and/or the documents to be delivered by Seller at Closing, Purchaser's recourse against Seller with respect to any obligation, responsibility, undertaking, duty or liability of any kind or nature under or in connection with this Agreement or any other related agreement or transaction, whether liquidated, unliquidated, claimed, or adjudged, is limited to the Property, and no general or limited partner comprising the Seller, or member or manager of Purchaser or any other person or entity whatsoever other than Seller and Purchaser has any liability whatsoever, direct, indirect, contingent, or otherwise, in connection with this Agreement. This Section 6.4 shall survive the Closings.

ARTICLE 7
CASUALTY AND CONDEMNATION

Section 7.1 Risk of Loss; Condemnation.

Seller bears the risk of loss or damage to the Phase 1 Property prior to the First Closing and the risk of loss or damage to the Phase 2 Property prior to the Second Closing, unless the damage is caused solely by the acts of Purchaser, its agents, contractors, or employees. If, prior to a Closing (i) any portion of the portion of the Property to be conveyed at such Closing is damaged due to causes other than the sole negligence of Purchaser, its agents, contractors, or employees; or (ii) eminent domain proceedings are filed against such portion of the Property or such portion of the Property is condemned prior to such Closing; then, Purchaser may, at its sole option, terminate this Agreement with respect to such portion of the Property by giving notice of termination to Seller within twenty (20) days after Purchaser receives notice of the damage or condemnation. If Purchaser terminates this Agreement under this Section, the Title Company or Seller (as applicable) shall promptly return to Purchaser all of the Earnest Money previously deposited by Purchaser and the parties thereafter have no further rights, liabilities, or obligations under this Agreement other than those which specifically survive termination. If Purchaser is entitled to terminate this Agreement under this Section and elects not to do so, Seller shall assign to Purchaser at the applicable Closing Seller's interest in any insurance proceeds or condemnation proceeds relating to the damage or condemnation.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Notices.

All notices, requests, approvals, consents, and other communications required or permitted under this Agreement ("**Notices**") must be in writing and are effective:

(a) on the business day sent if (i) sent by email prior to 5:00 p.m. Loudoun County, Virginia time, and (ii) a confirming copy is sent on the same business day by one of the other methods specified below;

(b) on the next business day after delivery, on a business day, to a nationally recognized overnight courier service for prepaid overnight delivery;

(c) three (3) days after being deposited on a business day in the United States mail, certified, return receipt requested, postage prepaid, or

(d) upon receipt if delivered by any method other than the methods specified above;

in each instance addressed to Purchaser or Seller, as the case may be, at the following addresses, or to any other address either party may designate by ten (10) days' prior notice to the other party:

Seller:

c/o Hines Acquisitions LLC
555 13th Street, NW, Suite 400W
Washington, DC 20004
Attn: Andrew McGeorge
E-mail: andrew.mcgeorge@hines.com

With copies to:

c/o Hines Acquisitions LLC
555 13th Street, NW, Suite 400W
Washington, DC 20004
Attn: Zachary Barker
E-mail: zachary.barker@hines.com

c/o Hines Acquisitions LLC
555 13th Street, NW, Suite 400W
Washington, DC 20004
Attn: Brian Schmid
E-mail: brian.schmid@hines.com

Holland & Knight LLP
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Attention: Ted M. Benn & Jacob Dow
Telephone: (214) 969-1423 (Ted) & (214) 969-1193 (Jacob)
E-Mail: ted.benn@hklaw.com & jacob.dow@hklaw.com

Purchaser:

Good Housing VA LLC
1818 Library Street, Suite 500
Reston, Virginia 20190
Attn: John Pellerito
Email: john.pellerito@goodhousingva.com

Alexander C. Graham, Jr., Esq.
Williams Mullen
200 South 10th Street, Suite 1600
Richmond, Virginia 23219
Email: sgraham@williamsmullen.com

Each party shall use commercially reasonable efforts to send a copy of any notice of termination under this Agreement to the Title Company on the same date and by the same method(s) as it is sent to the other party. The failure to send a copy of any termination notice to the Title Company does not invalidate an otherwise valid termination notice.

Section 8.2 Performance.

Time is of the essence in the performance of this Agreement.

Section 8.3 Binding Effect.

This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties.

Section 8.4 Entire Agreement.

This Agreement embodies the complete agreement between the parties and cannot be varied except by written agreement of Seller and Purchaser.

Section 8.5 Assignment.

(a) This Agreement may not be assigned by Purchaser without the prior consent of Seller except to an Affiliate of Purchaser or Purchaser's co-development partner, GSH Partners, LLC. Any assignee of Purchaser's interest in this Agreement is bound by all approvals and waivers, actual and deemed, by Purchaser prior to the assignment, and must assume in writing all of Purchaser's obligations under this Agreement. Purchaser is not released from the obligations created under this Agreement as a result of any permitted assignment.

(b) Upon any assignment of this Agreement, Purchaser shall promptly deliver to Seller a fully executed original of the assignment of this Agreement and the assumption by the assignee of Purchaser's obligations under this Agreement, which assignment must include the federal tax identification number of the assignee.

(c) No consent given by Seller to any transfer or assignment of Purchaser's rights or obligations under this Agreement may be construed as a consent to any other transfer or assignment of Purchaser's rights or obligations. No transfer or assignment in violation of this **Section 8.5** is valid or enforceable.

(d) An "**Affiliate**" of an entity is any entity that controls, is controlled by, or is under common control with the entity in question. The term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities or otherwise.

Section 8.6 Commissions.

Each party hereby warrants to the other party that it has not dealt with any real estate broker or salesman in the negotiation of this Agreement. Each party shall indemnify, defend, and hold harmless the other party against any real estate commissions due by virtue of the execution of this Agreement or any Closing, the obligation or asserted claim for which arises from actions taken or claimed to be taken by or through the indemnifying party. The provisions of this **Section 8.6** survive the Closing or any earlier termination of this Agreement.

Section 8.7 Headings.

Section headings or captions are used in this Agreement for convenience only and do not limit or otherwise affect the meaning of any provision of this Agreement.

Section 8.8 Holidays, Etc.

Whenever any time limit or date provided herein falls on a Saturday, Sunday, or legal holiday under the laws of the the State of Texas or the State where the Property is located or on a day when federal banks are closed, then that date is extended to the next day that is not a Saturday, Sunday, or legal holiday or a day when federal banks are closed. The term "**business day**" as used in this Agreement means any day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Texas or the State where the Property is located or a day when federal banks are closed.

Section 8.9 Recovery of Certain Fees.

In the event a party hereto files any action or suit against another party hereto by reason of any breach of any of the covenants, agreements or provisions contained in this Agreement, then in that event the prevailing party will be entitled to have and recover from the other party all reasonable attorneys' fees and costs resulting therefrom. For purposes of this Agreement, the term "**attorneys' fees**" or "**attorneys' fees and costs**" shall mean all court costs and the fees and expenses of counsel to the parties hereto, which may include printing, photocopying, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this **Section 8.9** survive each Closing and/or any earlier termination of this Agreement and the entry of any judgment.

Section 8.10 Governing Law.

This Agreement shall be governed by and construed, enforced and interpreted in accordance with the laws of the Commonwealth of Virginia.

Section 8.11 Severability.

If any provision in this Agreement is unenforceable in any respect, the remainder of this Agreement remains enforceable and, in lieu of the unenforceable provision, there will be added to this Agreement a provision as similar in terms to the unenforceable clause as may be possible and be enforceable.

Section 8.12 Disclaimers, Waivers, and Releases.

Purchaser acknowledges and agrees that:

(a) **EXCEPT AS MAY BE SPECIFICALLY STATED IN THE DEEDS OR IN SECTION 4.1, SELLER, FOR ITSELF AND ON BEHALF OF ALL SELLER AFFILIATES, SPECIFICALLY DISCLAIMS, AND PURCHASER EXPRESSLY WAIVES, ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS, TO, OR CONCERNING: (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, AND THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES THAT PURCHASER MAY ELECT TO CONDUCT THEREON; (II) MATTERS OF TITLE; (III) THE NATURE, ENFORCEABILITY, AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE RELATING TO THE PROPERTY; (IV) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR OTHER BODY, (V) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT; (VI) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS, ELECTRIC, PHONE, AND CABLE; (VII) USAGES OF ADJOINING PROPERTY; (VIII) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (IX) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS; (X) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (XI) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XII) THE EXISTENCE OF VESTED LAND USE, ZONING, OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XIII) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF, USE OF, OR PROVISIONS RELATING TO ANY TAX CREDITS); (XIV) WARRANTIES (EXPRESS OR IMPLIED) OF CONDITION REGARDING THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TENANTABILITY, HABITABILITY, OR SUITABILITY FOR ANY INTENDED USE; (XV) ANY ENVIRONMENTAL CONDITIONS THAT MAY EXIST ON THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OR NON-EXISTENCE OF PETROLEUM PRODUCTS, PETROLEUM RELATED PRODUCTS, FUNGI OF ALL FORMS AND TYPES, "HAZARDOUS SUBSTANCES," "HAZARDOUS MATERIALS," "TOXIC SUBSTANCES," OR "SOLID WASTES" AS THOSE TERMS (WHICH ARE COLLECTIVELY REFERRED TO IN THIS AGREEMENT AS "HAZARDOUS MATERIALS") ARE DEFINED IN THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED BY SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 ("RCRA"), AND THE HAZARDOUS MATERIALS TRANSPORTATION ACT, AND STATE ENVIRONMENTAL LAWS, AND IN THE REGULATIONS PROMULGATED PURSUANT TO THOSE LAWS, ALL AS AMENDED (COLLECTIVELY, THE "HAZARDOUS WASTE LAWS") AND PURCHASER RELEASES AND WAIVES ANY CLAIMS OR CAUSES OF ACTION AGAINST SELLER, SELLER'S AGENTS AND SELLER'S AFFILIATES BASED IN WHOLE OR IN PART ON ANY VIOLATION OF, OR ARISING WITH RESPECT TO, ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION RELATING THERETO; AND (XVI) THE FINANCIAL EARNING CAPACITY OR HISTORY OR EXPENSE HISTORY OF THE OPERATION OF THE PROPERTY.**

(b) **SUBJECT TO SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, PURCHASER SHALL PERFORM ALL INVESTIGATIONS OF THE PROPERTY IT DEEMS NECESSARY DURING THE INSPECTION PERIOD AND WILL RELY SOLELY ON ITS OWN INVESTIGATIONS, AND PURCHASER IS NOT RELYING AND WILL NOT RELY ON ANY INFORMATION PROVIDED OR NOT PROVIDED TO PURCHASER BY SELLER TO MAKE A DECISION CONCERNING THE PURCHASE OR NON-PURCHASE OF THE**

PROPERTY. ALL SELLER INFORMATION (DEFINED BELOW) IS SUBJECT TO PURCHASER'S VERIFICATION AND, REGARDLESS OF PURCHASER'S FAILURE TO SO VERIFY THE SELLER INFORMATION, PURCHASER WILL NOT HOLD SELLER OR ANY SELLER AFFILIATE LIABLE FOR OR MAKE ANY CLAIMS AGAINST SELLER OR ANY SELLER AFFILIATE AS TO THE ACCURACY OR INACCURACY OF ANY SELLER INFORMATION.

(c) **PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT PURCHASER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF THE PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) WILL BE ADEQUATE TO ENABLE PURCHASER TO MAKE PURCHASER'S OWN DETERMINATION WITH RESPECT TO THE ACQUISITION OR NON-ACQUISITION OF THE PROPERTY AND THE PRESENCE OR DISPOSAL ON OR BENEATH THE PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) OF HAZARDOUS MATERIALS. PURCHASER ACCEPTS THE RISK OF THE PRESENCE OR DISPOSAL OF HAZARDOUS MATERIALS ON OR NEAR THE PROPERTY.**

(d) **NO REPRESENTATIONS HAVE BEEN MADE BY SELLER, ANY SELLER AFFILIATE, OR THEIR AGENTS, BROKERS, OR EMPLOYEES, AND PURCHASER HAS NOT RELIED ON THE INFORMATION SUPPLIED BY SELLER IN ENTERING INTO, CONTINUING THE EFFECTIVENESS OF, OR ANY CLOSING UNDER THIS AGREEMENT OTHER THAN SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES, WARRANTS, AND REPRESENTS TO SELLER THAT NEITHER SELLER NOR ANY SELLER AFFILIATE, OR THEIR AGENTS, BROKERS, OR EMPLOYEES HAVE MADE ANY REPRESENTATION OR STATEMENT TO PURCHASER CONCERNING THE PROPERTY'S INVESTMENT POTENTIAL OR RESALE AT ANY FUTURE DATE, AT A PROFIT OR OTHERWISE, NOR HAS SELLER OR ANY SELLER AFFILIATE OR THEIR AGENTS, BROKERS, OR EMPLOYEES RENDERED ANY ADVICE OR EXPRESSED ANY OPINION TO PURCHASER REGARDING ANY INCOME TAX CONSEQUENCES OF OWNERSHIP OF THE PROPERTY.**

(e) **SUBJECT TO SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT PURCHASER IS RELYING SOLELY ON PURCHASER'S INDEPENDENT ANALYSIS AND INVESTIGATION OF THE PROPERTY AND PURCHASER ASSUMES THE RISK THAT AN ADVERSE CONDITION OF THE PROPERTY MAY NOT HAVE BEEN REVEALED BY ITS OWN DUE DILIGENCE. SELLER HAS NO DUTY TO INFORM, ADVISE, OR OTHERWISE PROVIDE INFORMATION TO PURCHASER THAT SELLER MAY HAVE REGARDING THE PROPERTY EXCEPT AS EXPRESSLY REQUIRED IN THIS AGREEMENT. ANY INFORMATION, DOCUMENTS, OR REPORTS SUPPLIED OR MADE AVAILABLE BY SELLER, WHETHER WRITTEN OR ORAL, OR IN THE FORM OF MAPS, SURVEYS, PLATS, SOIL REPORTS, ENGINEERING STUDIES, ENVIRONMENTAL STUDIES, OR OTHER INSPECTION REPORTS PERTAINING TO THE PROPERTY (COLLECTIVELY "SELLER INFORMATION") ARE BEING DELIVERED TO PURCHASER ON AN "AS-IS", "WHERE IS", AND WITH ALL FAULTS BASIS, SOLELY AS A COURTESY. SELLER HAS NEITHER VERIFIED THE ACCURACY OF ANY STATEMENTS OR OTHER INFORMATION IN ANY OF THE SELLER INFORMATION, NOR ANY METHOD USED TO COMPILE THE SELLER INFORMATION, NOR THE QUALIFICATIONS OF THE PERSON(S) PREPARING THE SELLER INFORMATION. SELLER MAKES NO, AND PURCHASER WAIVES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION**

OF LAW AS TO THE ACCURACY, COMPLETENESS, OR ANY OTHER ASPECT OF THE SELLER INFORMATION.

(f) **SUBJECT TO SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, NEITHER SELLER NOR ANY SELLER AFFILIATE IS RESPONSIBLE OR LIABLE TO PURCHASER OR ANY SUCCESSOR OR ASSIGNEE OF PURCHASER, AND PURCHASER, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, RELEASES AND COVENANTS NOT TO SUE SELLER OR ANY SELLER AFFILIATE FOR ANY CONSTRUCTION DEFECTS, ERRORS, OR OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, KNOWN OR UNKNOWN. PURCHASER IS PURCHASING THE PROPERTY "AS-IS", "WHERE IS", AND WITH ALL FAULTS. PURCHASER RELEASES SELLER AND ALL SELLER AFFILIATES AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION, OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE PROPERTY, KNOWN OR UNKNOWN. THIS RELEASE WILL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO UNKNOWN CLAIMS, DAMAGES, AND CAUSES OF ACTION. THIS COVENANT RELEASING SELLER AND ALL SELLER AFFILIATES IS A COVENANT RUNNING WITH THE PROPERTY AND IS BINDING UPON PURCHASER, ITS SUCCESSORS AND ASSIGNS.**

THE PROVISIONS OF THIS SECTION 8.12 SURVIVE EACH CLOSING OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

Section 8.13 Rule of Construction.

Each party and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement or any amendments, schedules, or exhibits to this Agreement.

Section 8.14 Effective Date.

The "**Effective Date**" of this Agreement is the date that both parties have executed, or initialed any changes to, the final version of this Agreement.

Section 8.15 Counterparts and Electronic Signatures.

This Agreement may be executed in one or more counterparts. Each counterpart is an original and proof of this Agreement may be made without more than one counterpart. Electronic signatures are binding on the party providing the electronic signatures.

Section 8.16 No Recording.

Purchaser covenants that neither it nor any successor or assign will record in any public records this Agreement or any memorandum or affidavit relating to this Agreement. In addition to Seller's remedies in **Section 6.2**, if Purchaser breaches this **Section 8.16**, Purchaser will record a release of any such memorandum or affidavit no later than five (5) days after request by Seller. This **Section 8.16** survives the Closing or earlier termination of this Agreement and Seller may enforce specific performance of Purchaser's obligations under this **Section 8.16.**

Section 8.17 Exclusivity.

From the Effective Date until the earlier of the termination of this Agreement or the Second Closing, Seller shall not solicit other offers for the Property or any portion thereof, market the Property for development of any type, and shall not accept any unsolicited offers to purchase, lease or develop the Property, including without limitation any offers that would serve as a "back up" purchase contract to this Agreement, and Seller shall discontinue all discussions with other parties expressing an interest in acquiring an interest in the Property.

Section 8.18 Waiver of Jury Trial.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF PURCHASER AND SELLER IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE PROVISIONS OF THIS AGREEMENT OR ANY DOCUMENT DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH OF PURCHASER AND SELLER AGREES AND CONSENTS THAT EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

Section 8.19 Termination.

In the event this Agreement is terminated after the occurrence of the First Closing but prior to the occurrence of the Second Closing, such termination shall apply only to the Second Closing and the purchase and sale of the Phase 2 Property and shall in no way affect the First Closing or the purchase and sale of the Phase 1 Property.

[Signature page follows.]

EXECUTED by Seller on this the 24 day of FEBRUARY, 2025.

SELLER:

CLEAR SPRINGS DEVELOPMENT GROUP LP,
a Delaware limited partnership

By: CSD GP LLC,
a Delaware limited liability company, its General Partner

By: VILLAGE AT CLEAR SPRINGS OWNER LP,
a Delaware limited partnership, its sole member

By: VILLAGE AT CLEAR SPRINGS DEVELOPER LP,
a Delaware limited partnership, its general partner

By: HINES VILLAGE AT CLEAR SPRINGS MEMBER LLC,
a Delaware limited liability company, its general partner

By: HINES VILLAGE AT CLEAR SPRINGS ASSOCIATES LP,
a Delaware limited partnership, its sole member

By: HINES INTERESTS LIMITED PARTNERSHIP,
a Delaware limited partnership, its general partner

By: _____
Name: Andrew McGeorge
Title: Senior Managing Director

EXECUTED by Purchaser on this the 21st day of February, 2025.

PURCHASER:

GOOD HOUSING VA LLC,
a Virginia limited liability company

By: Hart Properties VA, LLC,
a Virginia limited liability company
Its Co-Manager

By: _____(SEAL)
Name: G. Kimball Hart
Title: Manager

By: Cypress Real Estate Company LLC,
a Virginia limited liability company
Its Co-Manager

By: _____(SEAL)
Name: John T. Pellerito
Title: Managing Member

The undersigned agrees to hold and disburse the Earnest Money in accordance with this Agreement.

Safe Harbor Title Company, LLC
4900 Augusta Avenue, Suite 150
Richmond, Virginia 23230

By: Candace Winston
Name: Candace Winston
Title: Commercial Settlement Officer

Date: February 24, 2025

EXHIBIT A

THE PROPERTY

[*Attached*]

EXHIBIT A



REQUIRED PARKING SUMMARY						
					2023 ZO	
Building	# of Units	Unit Type	Mix		Required Spaces per Unit	
A	102	1BR	30.4%	31	1.5	47
		2BR	54.9%	56	2	112
		3BR	14.7%	15	2.5	38
					SUBTOTAL	196
		15% Reduction for Attainable Housing				(29)
		Net Adjusted Required				167
B	78	1BR	30.8%	24	1.5	36
		2BR	57.7%	45	2	90
		3BR	11.5%	9	2.5	23
					SUBTOTAL	149
		15% Reduction for Attainable Housing				(22)
		Net Adjusted Required				126
	180	TOTAL UNITS			TOTAL	293

PARKING SUMMARY			
	Podium	Surface	Total
Building A	51	115	166
Building B	26	107	133
Total	77	222	299
Spaces per DU			1.66

VILLAGE AT CLEAR SPRINGS OVERALL TREE CONSERVATION TABULATIONS	
ZMAP Proposed Tree Conservation	16.5 Ac.
Allowable Reduction (20%)	3.3
STPL/ CPAP Minimum Required (80%)	13.2 Ac.

VCS 2C AFFORDABLE TABULATIONS	
Proposed Tree Conservation Removed	0.15 Ac.
Proposed Tree Conservation to Remain	0.16 Ac.
%of Allowable Reduction	4.55%

VCS - 2C AFFORDABLE

Loudoun County, Virginia

GOOD HOUSING VA LLC

CONCEPT LAYOUT
VERSION 3.1

Scale: 1"=50'
01.23.2025

X:\DRAWINGS\ACTIVE\Village of Clear Springs – Hitwe\Phase 2C Affordable\VCS 2C MFA Ver 3.0.dwg, Layout: Concept Layout Jan 23, 2025 ostoiner

EXHIBIT B

Intentionally Omitted.

EXHIBIT C

[*subject to title company review*]

Prepared by:
_____ (VSB #_____)
_____
_____
_____

Parcel ID No.: _____
Consideration: $_____
Assessment: $_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made as of _____, 20___ by _____ _____, to be indexed as grantor ("**Grantor**"), to _____, a _____, to be indexed as grantee ("**Grantee**"), having an address of _____.

For and in consideration of the sum of Ten and No/100 Dollars and other valuable consideration to Grantor paid by the Grantee, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. Conveyance and Warranty of Title.

Grantor GRANTS, SELLS, and CONVEYS to Grantee, subject to the Permitted Exceptions (defined below), all of the real property more particularly described on **Exhibit 1** attached hereto and made a part hereof for all purposes, together with the improvements thereon and all of Grantor's rights to appurtenances, easements, adjacent streets and alleys, strips, and gores (collectively, the "**Property**").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances thereto in anywise belonging, to Grantee, its successors and assigns, forever; and Grantor binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

2. Permitted Exceptions.

This Deed is made, and is accepted by Grantee, subject to the restrictions, easements, covenants, encumbrances, and liens described on **Exhibit 2** attached hereto and incorporated herein by reference for all purposes (the "**Permitted Exceptions**"), but only to the extent same are valid, subsisting and, in fact, affect the Property.

3. Taxes and Assessments.

Grantee, by accepting delivery of this Deed, has assumed and agreed to pay the taxes and assessments for the current year. Grantee's acceptance of delivery of this Deed is evidenced by its recordation.

EXECUTED as of the date first written above.

[signature, acknowledgment and exhibits to be added]

EXHIBIT D

IRC SECTION 1445 CERTIFICATE

SUBJECT PROPERTY: See **Exhibit 1** attached to this Certificate

SELLER: _____

PURCHASER: _____

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Purchaser that the withholding of tax is not required upon the disposition of a U.S. real property interest by Seller, the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Seller is not a disregarded entity as defined in Income Tax Regulations Section 1.1445-2(b)(2)(iii);

3. Seller's U.S. employer identification number is _____; and

4. Seller's office address is: 555 13th Street, NW, Suite 400W, Washington, DC 20004.

Seller understands that this certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Seller.

EXECUTED as of the _____ day of _____, 20__.

[signature, acknowledgment and exhibits to be added]

EXHIBIT E

PAA

[to be attached during the Inspection Period]

EXHIBIT F

Development Responsibilities Checklist

Task	Responsible Party		Note
	Purchaser	Seller	
Soils Testing			
Soil certification for fill installed by Seller as part of Seller's Work.		X	
Soil certification for fill installed by Purchaser as part of Purchaser's Work.	X		
Footing Inspections for Purchaser's Work.	X		
Testing for Sidewalks On-Property	X		
Testing for Off-Property Curb and Paving		X	
Testing for On-Property Curb and Paving	X		
Engineering			
Final Site Plan for the Property	X		
CPAP and Interim Grading Plan for the Property		X	Construction Plans and Profiles (CPAP) in order to accomplish Seller's Work, is Seller's responsibility. Rough grading specifications to be provided by Purchaser ("**GH**") for the Property (aka for the LIHTC pads). Seller shall perform clearing and rough grading of the Property along with any interim erosion & sediment control / stormwater BMPs as required by the Seller's CPAP. Seller shall cut, fill and grade the Property as necessary in accordance with the Intermediate Grading Plan (the "**IGP**") that has been approved by Purchaser and Seller in writing and in keeping with the

			requirements of the applicable governmental authorities. The Purchaser's proposed rough-grading specifications / proposed IGP is to be provided to Seller no later than 180 days prior to the Inside Closing Date for Phase 1 of the Property (with limited modification as required in Seller's reasonable opinion).
Master HOA Association		X	
Surveying			
LIHTC building stakeout	X		
LIHTC building location surveys	X		
Off-Property surveying for Seller's Work.		X	
On-Property surveying pre-closing / surveying for Seller's Work.		X	
On-Property surveying post-closing / surveying for Purchaser's Work.	X		
Property boundary corners		X	Installed by Seller at time of Phase 1 closing of the Property.
LIHTC Wall checks	X		
Horizontal & Vertical Control for LIHTC construction	X		
Telephone, Power, Cable control stakeout		X	For mainline / bulk feed only to property line or to transformer.
Stakeout for Seller's Rough Grading Work		X	
Stakeout grades for final grading on LIHTC lot	X		
Rough Grading check		X	One time at Phase 1 Property closing.
Temporary property corners for utility installations for backbone installation		X	

Retaining Walls			
Retaining walls (Off-lot)		X	If any
Retaining walls (On-lot or connected to building):			If any
If shown on site plan	X		
If not shown on site plan and <= 2vf	X		
If not shown on site plan and > 2vf	X		
If attached to LIHTC building	X		
Bond and Escrows			
VA/VH bonding	X		
Bonds / escrows for Seller's rough-grading work on-Property		X	
Bonds / escrows for Purchaser's work on-Property	X		
County Bonds, Wetlands Permits, VDOT Permits for Seller's Work		X	
County Bonds, Wetlands Permits, VDOT Permits for Purchaser's Work	X		No Wetlands Permits are anticipated for Purchaser's Work. No VDOT Permits are anticipated for Purchaser's Work, other than potentially a VDOT entrance permit if Purchaser's Work is not complete at the time in which the new Public Road (roundabout) fronting the Property is accepted by VDOT.
Permits			
Retaining Walls per approved site plans (off-lot)		X	
Retaining Walls per approved site plans (On-lot or attached to buildings)	X		If any

Proffers			
[UPDATE]			
[UPDATE]			
Noise attenuation requirements on LIHTC buildings on Property.	X		
Noise attenuation fences/walls off-Property.		N/A	Not any. None are required by the approved CDP / Proffers.
Review Fees			
Off-Property Record/Easement Plats for Seller's Work		X	
Seller's CPAP for Seller's Work on the Property		X	
Purchaser's Site Plan (STPL) for the Property	X		
Subdivision / Record Plat for creating the Property		X	
Inspection Fees			
Building/unit re-inspection fees	X		
VA/VH Inspections & Fees	X		
Clearing/Demolition			
Clearing per approved Grading per Seller's plans		X	
Demolition and Removal of Debris to complete Seller's scope of work		X	As necessary
Erosion Control			
Before any of Purchaser's Work begins:			
Overall site controls installation per Seller's plans		X	Per Seller's CPAP.
Maintenance of silt controls		X	
Maintenance and cleanout of sediment ponds		X	

After any of Purchaser's Work begins:			
Erosion controls / BMPs installation per Purchaser's Site Plan	X		
Maintenance of perimeter silt controls for the Property	X		
Maintenance of silt controls on-Property and for any off-Property areas affected by Purchaser's Work	X		
Maintenance and cleanout / cleanup of sediment ponds and access roads.	X	X	Purchaser responsible for impacts / damages caused by Purchaser's construction activity
Removal of overall site perimeter controls on-Property	X		
Removal of overall site perimeter controls off-Property		X	
Earthwork			
Rough grading of the Property		X	Construction Plans and Profiles (CPAP) in order to accomplish Seller's Work, is Seller's responsibility. Rough grading specifications to be provided by Purchaser ("GH") for the Property (aka for the LIHTC pads). Seller shall perform clearing and rough grading of the Property along with any interim erosion & sediment control / stormwater BMPs as required by the Seller's CPAP. Seller shall cut, fill and grade the Property as necessary in accordance with the Intermediate Grading Plan (the "IGP") that has been approved by Purchaser and Seller in writing and in keeping with the requirements of the applicable governmental authorities. The Purchaser's proposed rough-grading

			specifications / proposed IGP is to be provided to Seller no later than 180 days prior to the Inside Closing Date for Phase 1 of the Property (with limited modification as required in Seller's reasonable opinion).
Remove unsuitable materials on Property per Geotech report, and replace as-needed with suitable materials per Seller's geotechnical consultant.		X	If necessary, prior to Purchaser's possession of Property.
Supply stockpile of suitable fill dirt on Property.		X	If shown / requested by Purchaser on Purchaser's proposed IGP, and the agreed IGP, then Seller will provide prior to Property closing.
Blasting/Hoe Ram off-Property utilities		X	
Blasting/Hoe Ram for utilities on-Property.		X	If shown / requested by Purchaser on Purchaser's proposed IGP, and the agreed IGP, then Seller will provide prior to Property closing.
Removal of excess dirt from Property.	X		
Geotechnical certification for Seller's work		X	
Geotechnical certification for Purchaser's work	X		
Fine grading - and any other earthwork on-Property, beyond Seller's Work as shown in the agreed IGP.	X		
Removal of rock generated by work associated with IGP achievement		X	
Removal of rock generated by Purchaser's work	X		
Sanitary Sewer			
Sanitary sewer main off-Property and brought to Property-line.		X	Seller to provide the sanitary connection to the Property at the Southernmost most paved road access to the Property (the Southwest corner of the Property).

			Purchaser's CPAP plans as currently drafted show the sanitary sewer invert at the Property line being an elevation of 333.19'.
Sanitary sewer work on-Property.	X		
Plumbing permits	X		
Sewer tap fees	X		
Storm Sewer			
On-Property permanent storm sewer.	X		
Off-Property permanent storm sewer and connection to adjacent off-Property "regional" pond.		X	
Watermain			
Off-Property main water line , connections, and fire hydrants. Water-main brought to property line.		X	
On-Property main water line , connections, and fire hydrants.	X		
Water-line work on-Property.	X		
Plumbing permits	X		
Installation of laterals, water crocks, and meters.	X		
Fireline to LIHTC building and backflow devices.	X		
Water tap fees paid at building permit.	X		
Dry Utilities			
Preparation of load letters	X	X	GH to provide information as needed
Load letter to utility companies	X	X	
Coordination and installation of mainline feeds to Property		X	
Set Transformer on Property, and establishing correct grade for transformers	X	X	If transformer is proposed within ten (10) feet of Western Property line,

			and at a terminus of the mainline feed, then the installation of the transformer may be facilitated by Seller. But if Purchaser's desired location is requiring on-Property extension of mainline feed to enable the transformer closer to the Purchaser's Building(s), then coordinating the setting of the transformer by NOVEC would be the responsibility of the Purchaser - and if this is the case, Seller will still facilitate with NOVEC's overall plan for the Seller site of Village at Clear Springs.
Coordination of new utility easements off-Property		X	
Coordination of new utility easements on-Property	X		
Individual services/conduit system installation on-Property	X		
Conduit installation on-Property		X	
Blasting/Hoe Ram off-Property utilities.		X	
Blasting/hoe ram for utilities off-lot		X	
Blasting/Hoe Ram for utilities on-Property.		X	If shown / requested by Purchaser on Purchaser's proposed IGP, and the agreed IGP, then Seller will provide prior to Property closing.
Coordination of unit connections	X		
Scheduling of unit connections	X		
Unit connections fees	X		
Concrete Work			

Off-Property concrete work		X	
On-Property concrete work	X		
Paving			
Streets and parking On-Property.	X	X	Constructed by Purchaser. Cost to install 54 spaces to be reimbursed by Seller.
Paving and trails off-Property.		X	
Signage and Striping (including temp signs)			
Off-Property signage and striping.		X	
On-Property signage and striping.	X		
Streetlights			
On-Property streetlights	X		
Off-Property streetlights		X	
Seeding/Sodding, Landscaping & Irrigation			
Temp seeding prior to closing.		X	
Off-Property Seeding/Sodding, Landscaping & Irrigation (if any irrigation)		X	
On-Property Seeding/Sodding, Landscaping & Irrigation (if any irrigation)	X		
Fencing			
Tree protection fencing per Seller's CPAP.	X	X	
Tree protection fencing per Purchaser's Site Plan	X		
Off-Property Fencing / railings otherwise		X	If any required.
On-Property Fencing / railings otherwise	X		If any required.
Mowing and Maintenance			
Grass mowing of Property until closing.		X	
Grass mowing of Property after closing.	X		

Construction debris cleanup (on Property) - until closing		X	
Construction debris cleanup (on Property) - after closing	X		
Street cleaning prior to start of construction activities		X	
Off-Property street-cleaning	X	X	If any street cleaning is required by Purchaser's Work, then Purchaser is responsible.
On-Property street-cleaning	X		
Off-Property snow-removal		X	
On-Property snow-removal, pre-closing		X	
On-Property snow-removal, post-closing	X		
Site Amenities			
Off-Property entry features		X	If any
On-Property entry features		X	If any
Off-Property Recreation facilities (clubhouse/pool, tot lots, trails, benches, etc.)		X	Off-lot facilities only by Seller, consistent with the Proffer requirements.
Warranty Work & Bond Release/Repair			
Off-Property Bond Release / Warranty Items		X	Purchaser is responsible for any damage off-Property caused by Purchaser.
On-Property Bond Release / Warranty Items	X		

EXHIBIT G

Intentionally Omitted.

EXHIBIT H

Intentionally Omitted.

EXHIBIT I

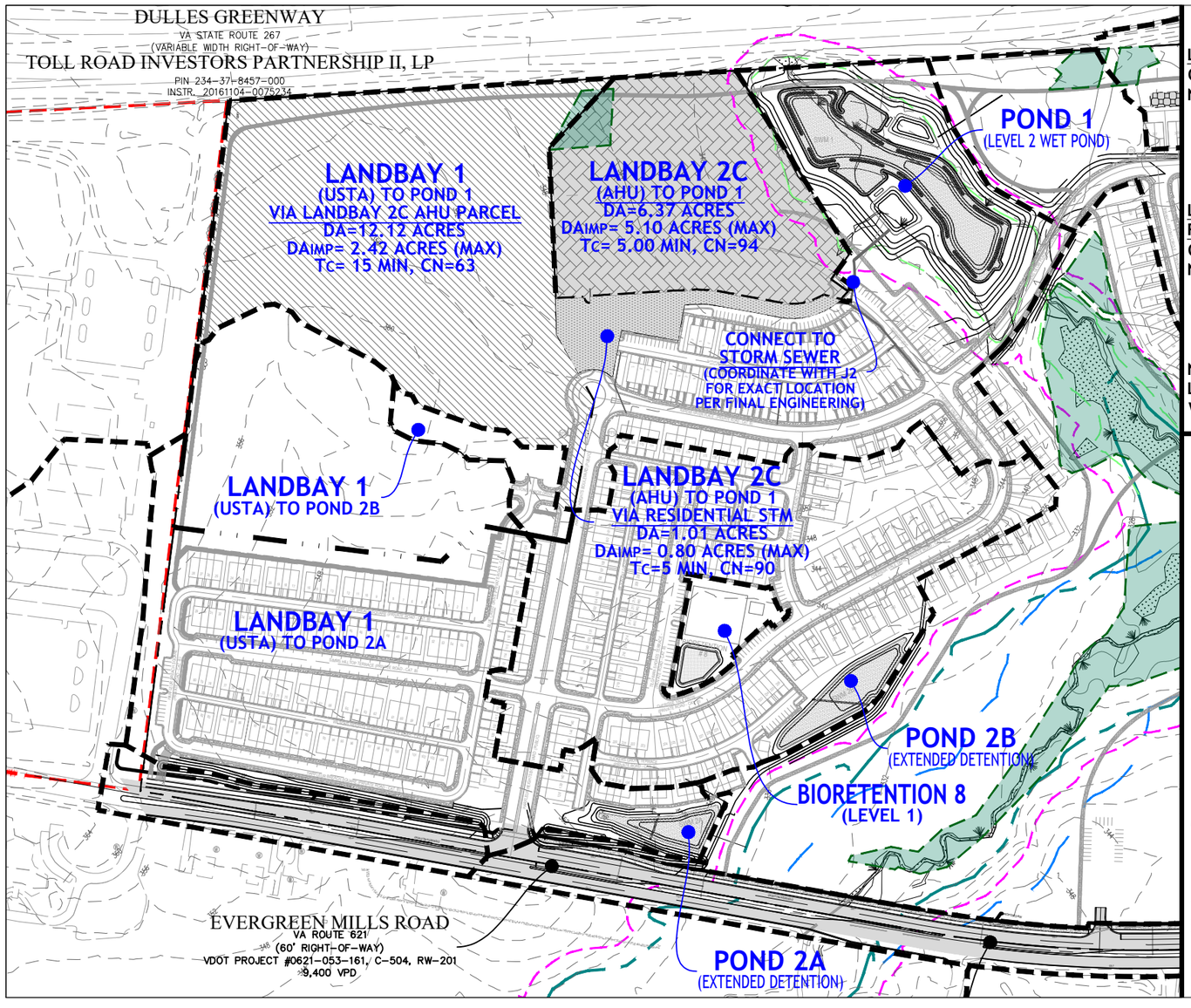
Amenity Access Agreement

[*to be attached*]

EXHIBIT J

SWM & BMP Plan

[Attached]



LANDBAY 2C - DRAINAGE AREAS

LANDBAY 2C MULTIFAMILY TO POND 1 (LEVEL 2 WET POND):
QUANTITY PROVIDED PER ASSUMPTIONS BELOW.
NO BMP (QUALITY) PROVIDED WITH POND 1.
- ASSUMED DA= 6.37 ACRES
- ASSUMED MAX IMP = 5.10 ACRES (80%)
- ASSUMED Tc=5 MIN
- ASSUMED CN = 94

LANDBAY 2C MULTIFAMILY TO POND 1 VIA LANDBAY 2C RESIDENTIAL STORM SEWER DESIGN:
QUANTITY PROVIDED PER ASSUMPTIONS BELOW.
NO BMP (QUALITY) PROVIDED WITH POND 1.
- ASSUMED DA= 1.01 ACRES
- ASSUMED MAX IMP = 0.80 ACRES (80%)
- ASSUMED Tc=5 MIN
- ASSUMED CN = 90

NOTE THAT THIS DOES NOT INCLUDE FLOW FROM LANDBAY 1A NOTED HERE THAT MUST BE ACCOUNTED FOR WITH STORM SEWER DESIGN TO POND.

LANDBAY 2C MF STORM SEWER MUST ALSO ACCOUNT FOR A PORTION OF LANDBAY 1 USTA TO POND 1 (LEVEL 2 WET POND):

QUANTITY REQUIREMENTS FOR EXISTING CONDITION ONLY PROVIDED PER ASSUMPTIONS BELOW. ALL QUANTITY & BMP FOR THIS AREA WILL BE ADDRESSED WITHIN LANDBAY 1 BEYOND THESE ASSUMPTIONS.

- ASSUMED DA= 12.12 ACRES
- ASSUMED MAX IMP = 2.42 ACRES (20%)
- ASSUMED CN=63
- ASSUMED Tc=15 MIN

NOTE: THIS FLOW IS NOT INCLUDED WITHIN LANDBAY 2C AHU SITE QUANTITY REQUIREMENTS THAT MUST BE ACCOUNTED FOR WITH MMULTIFAMILY STORM SEWER DESIGN TO POND.

NARRATIVE

LANDBAY 2C AHU DEVELOPMENT ASSUMES QUANTITY CONTROL ONLY IS PROVIDED VIA POND 1. BMP (QUALITY) TREATMENT SHALL BE PROVIDED ONSITE VIA STRUCTURAL FILTERS PRIOR TO DISCHARGING TO THE STORM SEWER SYSTEM PROVIDED WITH LANDBAY 2C RESIDENTIAL CPAP.

STORM SEWER STUBS SHALL BE PROVIDED WITH THE DESIGN OF SURROUNDING ROADWAYS TO ALLOW FOR DISCHARGE FROM THE SITE. STORM PIPES AND POND FACILITIES ARE SIZED UTILIZING DISCHARGE INFORMATION FOUND ABOVE. ANY INCREASE IN SITE RUNOFF FROM THE FLOWS NOTED WILL REQUIRE ONSITE DETENTION PRIOR TO DISCHARGE TO STORM SEWER SYSTEM TO POND. PROFFERS REQUIRE THAT ENERGY BALANCE CALCULATIONS UTILIZE AN IMPROVEMENT FACTOR (IF) OF 0.75.

IF ABOVE NOTED RELEASE RATES ARE MET TO APPLICABLE STORM SEWER SYSTEMS, THEN ALL ADEQUATE OUTFALL AND ENERGY BALANCE REQUIREMENTS SHOULD BE MET PER LOUDOUN COUNTY STANDARDS. IF RELEASE FLOW IS INCREASED, THEN DEVELOPMENT ANALYSIS MUST INCLUDE ALL CALCULATIONS TO VERIFY THAT EXISTING CONTROLS ARE ADEQUATE.

BMP HAS BEEN EVALUATED FOR THE OVERALL DEVELOPMENT PER VRRM VERSION 3.0. SEPARATE STRUCTURAL TREATMENT SHALL BE REQUIRED TO PROVIDE IN-SERIES TREATMENT WITH POND 1. NO TREATMENT IS PROVIDED WITH PONDS 2A OR 2B. SITE MUST PROVIDE STRUCTURAL FILTERS THAT PROVIDE A MINIMUM 50% PHOSPHORUS REMOVAL FOR 7.38 ACRES, (MAX. 5.90 ACRES IMPERVIOUS). ANY INCREASE TO THIS AREA WILL REQUIRE ADDITIONAL CONTROLS. PER PROFFERS, 80% OF BMP REQUIREMENTS MUST BE MET ONSITE PRIOR TO PURCHASE OF OFFSITE NUTRIENT CREDITS.

IN ADDITION TO FLOW FROM THE AHU SITE, A PORTION OF LANDBAY 1 (USTA) MUST DRAIN THROUGH THE AHU SITE TO REACH POND 1. ASSUMED RUNOFF VALUES ARE NOTED ABOVE & MUST BE ACCOUNTED FOR IN STORM SEWER DESIGN. NOTE THAT LANDBAY 1 IMPROVEMENTS SHALL PROVIDE QUANTITY & QUALITY MEASURES SEPARATELY WITHIN THE DEVELOPMENT AREA FOR THE USTA SITE AND MUST MEET THE PROFFERED REQUIREMENTS NOTED ABOVE.

THE AHU ENGINEER SHALL BE RESPONSIBLE FOR COORDINATION WITH J2 FOR ULTIMATE STORM SEWER LOCATIONS & PIPE DESIGN FOR OUTFALL CONNECTIONS.

13241 WOODLAND PARK RD.
SUITE 250
HERNDON, VA 20171

P: 703.361.1550
J2ATWORK.COM

VA-83 NORTH

0 150 600 300

1 INCH = 300 FEET

REVISION / ISSUANCE

NO.	DATE	DESCRIPTION
1	12/11/2024	EXHIBIT
2	01/21/2025	UPDATE DA INFO PER EPLAN DEVELOPMENT
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-
9	-	-
10	-	-
11	-	-

LANDBAY 2C - SWM & BMP MAP
(AHU)

VILLAGE AT CLEAR SPRINGS
SWM & BMP EXHIBIT

CATOCTIN ELECTION DISTRICT

LOUDOUN COUNTY, VIRGINIA

J2 PROJECT NO.
HIN 2405

DATE
DECEMBER 11, 2024

SCALE
1" = 300'

SHEET NUMBER
01 OF 01

X:\DRAWINGS\ACTIVE\Village at Clear Springs - Hines\~Exhibits\Overall SWM Exhibit\SWM-BMP Measures\EXHBIT - LAND BAY 2C\HIN2405-09-SWM-POST-EXHIBIT 2025-01-21.dwg

Docusign Envelope ID: C78871BD-D771-4F91-8304-D6DADF4C97F7

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into effective as of June 2, 2025, by and between **CLEAR SPRINGS DEVELOPMENT GROUP LP**, a Delaware limited partnership ("Seller"), and **GOOD HOUSING VA LLC**, a Virginia limited liability company ("Purchaser") (Seller and Purchaser are, collectively, referred to as the "Parties").

RECITALS

A. Seller and Purchaser are parties to that certain Purchase and Sale Agreement effective as of February 24, 2025 ("Agreement"), relating to the purchase of certain real property and other assets located in Loudoun County, Virginia, as more specifically described in the Agreement.

B. Seller and Purchaser now desire to amend the Agreement subject to the terms of this Amendment.

AGREEMENT

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

1. Recitals. The recitals set forth above are incorporated into this Amendment as if fully set forth herein.

2. Inspection Period. The first sentence of Section 3.2(a) of the Agreement is hereby deleted in its entirety and restated as follows:

> As such term is used herein, the "Inspection Period" shall mean the period commencing on the Effective Date and expiring at 5:00 p.m., Loudoun County, Virginia time on June 17, 2025. This Agreement shall terminate immediately upon the expiration of the Inspection Period unless, prior to such time, Purchaser has elected, in its sole and absolute discretion, to proceed with the transaction described herein by delivering written notice thereof to Seller (the "Notice to Proceed")

3. Approved Description. The Approved Description is set forth on Exhibit A attached hereto and incorporated herein for all purposes.

4. Effect. The Agreement is hereby amended to the extent necessary to give effect to this Amendment, and the terms of this Amendment shall supersede any contrary terms in the Agreement. All references in the Agreement to "this Agreement" shall be deemed to refer to the Agreement as amended hereby. In all other respects, the terms and conditions of the Agreement shall remain unmodified and are hereby ratified by the Parties. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

5. Additional Provisions. The Agreement, including this Amendment, constitutes the entire agreement between Seller and Purchaser with respect to the subject matter hereof. This Amendment shall

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not be effective until it is executed and delivered by both Seller and Purchaser, which may be executed in counterparts and by electronic signature.

6. Ratification. Except as expressly modified herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. The Agreement, as modified by this Amendment, is hereby ratified and affirmed in all respects. If anything contained in this Amendment conflicts with any terms of the Agreement, then the terms of this Amendment shall prevail.

7. Successors and Assigns. This Amendment shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument, and facsimile signatures shall be deemed to be original signatures and of the same force and effect. Signatures to this Amendment delivered electronically or in pdf format shall be deemed an original signature and fully effective as such for all purposes.

[*Signature Page Follows*]

Docusign Envelope ID: C78871BD-D771-4F91-8304-D6DADF4C97F7

[*Signature Page to First Amendment to Purchase and Sale Agreement*]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed, sealed and delivered as of the date first written above.

PURCHASER:

GOOD HOUSING VA LLC,
a Virginia limited liability company

By: Hart Properties VA, LLC,
a Virginia limited liability company,
its Co-Manager

By: _____ (SEAL)
Name: G. Kimball Hart
Title: Manager

By: Cypress Real Estate Company LLC,
a Virginia limited liability company,
its Co-Manager

By: _____ (SEAL)
Name: John T. Pellerito
Title: Managing Member

Docusign Envelope ID: C78871BD-D771-4F91-8304-D6DADF4C97F7

SELLER:

CLEAR SPRINGS DEVELOPMENT GROUP LP,
a Delaware limited partnership

By: CSD GP LLC,
a Delaware limited liability company, its General Partner

By: VILLAGE AT CLEAR SPRINGS OWNER LP,
a Delaware limited partnership, its sole member

By: VILLAGE AT CLEAR SPRINGS DEVELOPER LP,
a Delaware limited partnership, its general partner

By: HINES VILLAGE AT CLEAR SPRINGS MEMBER LLC,
a Delaware limited liability company, its general partner

By: HINES VILLAGE AT CLEAR SPRINGS ASSOCIATES LP,
a Delaware limited partnership, its sole member

By: HINES INTERESTS LIMITED PARTNERSHIP,
a Delaware limited partnership, its general partner

DocuSigned by:

By: Andrew McGeorge
FE42EBC609B5404...
Name: Andrew McGeorge
Title: Senior Managing Director

Docusign Envelope ID: C78871BD-D771-4F91-8304-D6DADF4C97F7

Exhibit A
Approved Description

Phase 1
On Lots 3 & 4
Dal-Shar Estates
Catoctin Election District
Loudoun County, Virginia

Commencing at a point in the western right-of-way line of Dulles Greenway – VA Route 267 (a variable width right-of-way), also being the northeastern corner of Phase 2; thence departing Dulles Greenway and running the following two (2) courses and distances:
N 46°59'34" W, a distance of 217.43' to a point; thence
S 87°29'40" W, a distance of 181.69' to a point to the point of Beginning, being the northeastern corner of the land herein described; thence

Running through Lots 3 & 4 the following seventeen (17) courses and distances:
S 03°22'22" E, a distance of 582.14' to a point; thence
S 28°53'11" W, a distance of 30.01' to a point; thence
S 86°52'22" W, a distance of 68.96' to a point; thence
S 35°57'04" W, a distance of 56.83' to a point; thence
N 53°46'18" W, a distance of 32.00' to a point; thence
S 35°57'04" W, a distance of 57.89' to a point; thence
N 50°02'56" W, a distance of 12.97' to a point; thence

181.65' along a curve to the right, with a radius of 170.00', with a chord bearing of N 20°08'16" W, with a chord length of 173.13' to a point; thence

N 10°28'25" E, a distance of 151.92' to a point; thence

36.25' along a curve to the left, with a radius of 150.00', with a chord bearing of N 03°33'02" E, with a chord length of 36.16' to a point; thence

N 03°22'22" W, a distance of 32.50' to a point; thence
N 79°29'20" W, a distance of 71.85' to a point; thence
N 10°28'34" E, a distance of 130.46' to a point; thence
N 79°31'26" W, a distance of 108.71' to a point; thence

83.04' along a curve to the left, with a radius of 64.46', with a chord bearing of N 06°38'47" E, with a chord length of 77.42' to a point; thence

N 60°51'41" E, a distance of 97.80' to a point; thence
N 87°29'40" W, a distance of 243.55' to the point of beginning.

Having an area of 158,682 Square Feet or 3.64284 Acres of land.

Docusign Envelope ID: C78871BD-D771-4F91-8304-D6DADF4C97F7

Phase 2
On Lots 3 & 4
Dal-Shar Estates
Catoctin Election District
Loudoun County, Virginia

Commencing at a point in the western right-of-way line of Dulles Greenway – VA Route 267 (a variable width right-of-way) being the eastern line of Lot 3, Dar-Shar Estates, S 03°22'22" E, a distance of 239.00' to the point of Beginning, being the northeastern corner of the land herein described; thence

Running with said eastern line of Lot 3 & Lot 4 the following course and distance: S 03°22'22" E, a distance of 218.58' to a point in the eastern line of Lot 4 herein described; thence running the following four (4) courses and distances:
S 65°00'00" W, a distance of 83.62' to a point; thence
S 45°00'00" W, a distance of 72.45' to a point; thence
S 65°00'00" W, a distance of 173.94' to a point; thence
S 28°53'11" W, a distance of 71.36' to a point, being a common corner with Proposed Phase 1; thence

Running with the eastern line of Phase 1 the following course and distance: N 03°22'22" W, a distance of 582.14' to a point, being a common corner with Phase 1; thence running through Lot 3 the following two (2) courses and distances:
N 87°29'40" E, a distance of 181.69' to a point; thence
S 46°59'34" E, a distance of 217.43' to the point of beginning.

Having an area of 141,865 Square Feet or 3.25677 Acres of land.

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made as of May 28, 2025, by and between Good Housing VA LLC, a Virginia limited liability company (the "Assignor") and Clear Springs Apartments I, LLC, a Virginia limited liability company ("Phase I Assignee"), and Clear Springs Apartments II, LLC, a Virginia limited liability company ("Phase II Assignee" and together with Phase I Assignee, the "Assignees").

WHEREAS, Assignor entered into a Purchase and Sale Agreement dated as of February 24, 2025 (the "Contract") with Clear Springs Development Group LP, as seller (the "Seller"), for the purchase of certain real property located in Loudoun County, Virginia, comprised of two distinct phases, one phase consisting of approximately 3.64284 acres, as described more particularly on Exhibit A attached hereto ("Phase I"), and the other consisting of approximately 3.25677 acres, as described more particularly on Exhibit B attached hereto ("Phase II" and together with Phase I, the "Property"), each described in separate legal descriptions attached hereto;

WHEREAS, Assignor formed Assignees for the purpose of purchasing the Property;

WHEREAS, Assignor desires to assign its right, title, and interest in and to the Contract as follows: (i) to Phase I Assignee with respect to Phase I; and (ii) to Phase II Assignee with respect to Phase II;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to (a) Phase I Assignee all rights, title, interest, and obligations under the Contract relating to Phase I and (b) Phase II Assignee all rights, title, interest, and obligations under the Contract relating to Phase II.

2. Each Assignee shall indemnify and hold Assignor harmless from any and all claims, costs, liabilities, and causes of action arising from its respective assigned phase.

3. The terms of this Assignment Agreement shall be interpreted and construed pursuant to the laws of the Commonwealth of Virginia.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

ASSIGNOR:

Good Housing VA LLC,
a Virginia limited liability company

By: Hart Properties VA LLC,
Its Co-Manager

By: _____
Name: G. Kimball Hart
Title: Manager

By: Cypress Real Estate Company LLC,
Its Co-Manager

By: _____
Name: John F. Pellerito
Title: Managing Member

[Additional Signature Page Follows]

PHASE II ASSIGNEE:

Clear Springs Apartments II, LLC,
a Virginia limited liability company

By: Clear Springs Apartments II MM, LLC, Its Manager

By: GSH Partners II, LLC,
Its Co-Manager

By: _____
Name: Thomas J. Ayd
Title: Operating Manager

By: Good Housing VA LLC,
Its Co-Manager

By: Hart Properties VA LLC
Its Co-Manager

By: _____
G. Kimball Hart,
Manager

By: Cypress Real Estate Company LLC, its Co-Manager

By: _____
John Pellerito,
Managing Member

PHASE I ASSIGNEE:

Clear Springs Apartments I, LLC,
a Virginia limited liability company

By: Clear Springs Apartments I MM, LLC, Its Manager

By: GSH Partners II, LLC,
Its Co-Manager

By: _____
Name: Thomas J. Ayd
Title: Operating Manager

By: Good Housing VA LLC,
Its Co-Manager

By: Hart Properties VA LLC
Its Co-Manager

By: _____
G. Kimball Hart,
Manager

By: Cypress Real Estate Company LLC, its Co-Manager

By: _____
John Pellerito,
Managing Member

Exhibit A (Phase I Legal Description)

Proposed Phase 1
On Lots 3 & 4
Dal-Shar Estates
Catoctin Election District
Loudoun County, Virginia

Commencing at a point in the western right-of-way line of Dulles Greenway – VA Route 267 (a variable width right-of-way), also being the northeastern corner of Proposed Phase 2; thence departing Dulles Greenway and running the following two (2) courses and distances:
N 46°59'34" W, a distance of 217.43' to a point; thence
S 87°29'40" W, a distance of 181.69' to a point to the point of Beginning, being the northeastern corner of the land herein described; thence

Running through Lots 3 & 4 the following seventeen (17) courses and distances:
S 03°22'22" E, a distance of 582.14' to a point; thence
S 28°53'11" W, a distance of 30.01' to a point; thence
S 86°52'22" W, a distance of 68.96' to a point; thence
S 35°57'04" W, a distance of 56.83' to a point; thence
N 53°46'18" W, a distance of 32.00' to a point; thence
S 35°57'04" W, a distance of 57.89' to a point; thence
N 50°02'56" W, a distance of 12.97' to a point; thence

181.65' along a curve to the right, with a radius of 170.00', with a chord bearing of N 20°08'16" W, with a chord length of 173.13' to a point; thence

N 10°28'25" E, a distance of 151.92' to a point; thence

36.25' along a curve to the left, with a radius of 150.00', with a chord bearing of N 03°33'02" E, with a chord length of 36.16' to a point; thence

N 03°22'22" W, a distance of 32.50' to a point; thence
N 79°29'20" W, a distance of 71.85' to a point; thence
N 10°28'34" E, a distance of 130.46' to a point; thence
N 79°31'26" W, a distance of 108.71' to a point; thence

83.04' along a curve to the left, with a radius of 64.46', with a chord bearing of N 06°38'47" E, with a chord length of 77.42' to a point; thence

N 60°51'41" E, a distance of 97.80' to a point; thence
N 87°29'40" W, a distance of 243.55' to the point of beginning.

Having an area of 158,682 Square Feet or 3.64284 Acres of land.

Exhibit B (Phase II Legal Description)

Proposed Phase 2
On Lots 3 & 4
Dal-Shar Estates
Catoctin Election District
Loudoun County, Virginia

Commencing at a point in the western right-of-way line of Dulles Greenway – VA Route 267 (a variable width right-of-way) being the eastern line of Lot 3, Dar-Shar Estates, S 03°22'22" E, a distance of 239.00' to the point of Beginning, being the northeastern corner of the land herein described; thence

Running with said eastern line of Lot 3 & Lot 4 the following course and distance: S 03°22'22" E, a distance of 218.58' to a point in the eastern line of Lot 4 herein described; thence running the following four (4) courses and distances:
S 65°00'00" W, a distance of 83.62' to a point; thence
S 45°00'00" W, a distance of 72.45' to a point; thence
S 65°00'00" W, a distance of 173.94' to a point; thence
S 28°53'11" W, a distance of 71.36' to a point, being a common corner with Proposed Phase 1; thence

Running with the eastern line of Proposed Phase 1 the following course and distance: N 03°22'22" W, a distance of 582.14' to a point, being a common corner with Proposed Phase 1; thence running through Lot 3 the following two (2) courses and distances:
N 87°29'40" E, a distance of 181.69' to a point; thence
S 46°59'34" E, a distance of 217.43' to the point of beginning.

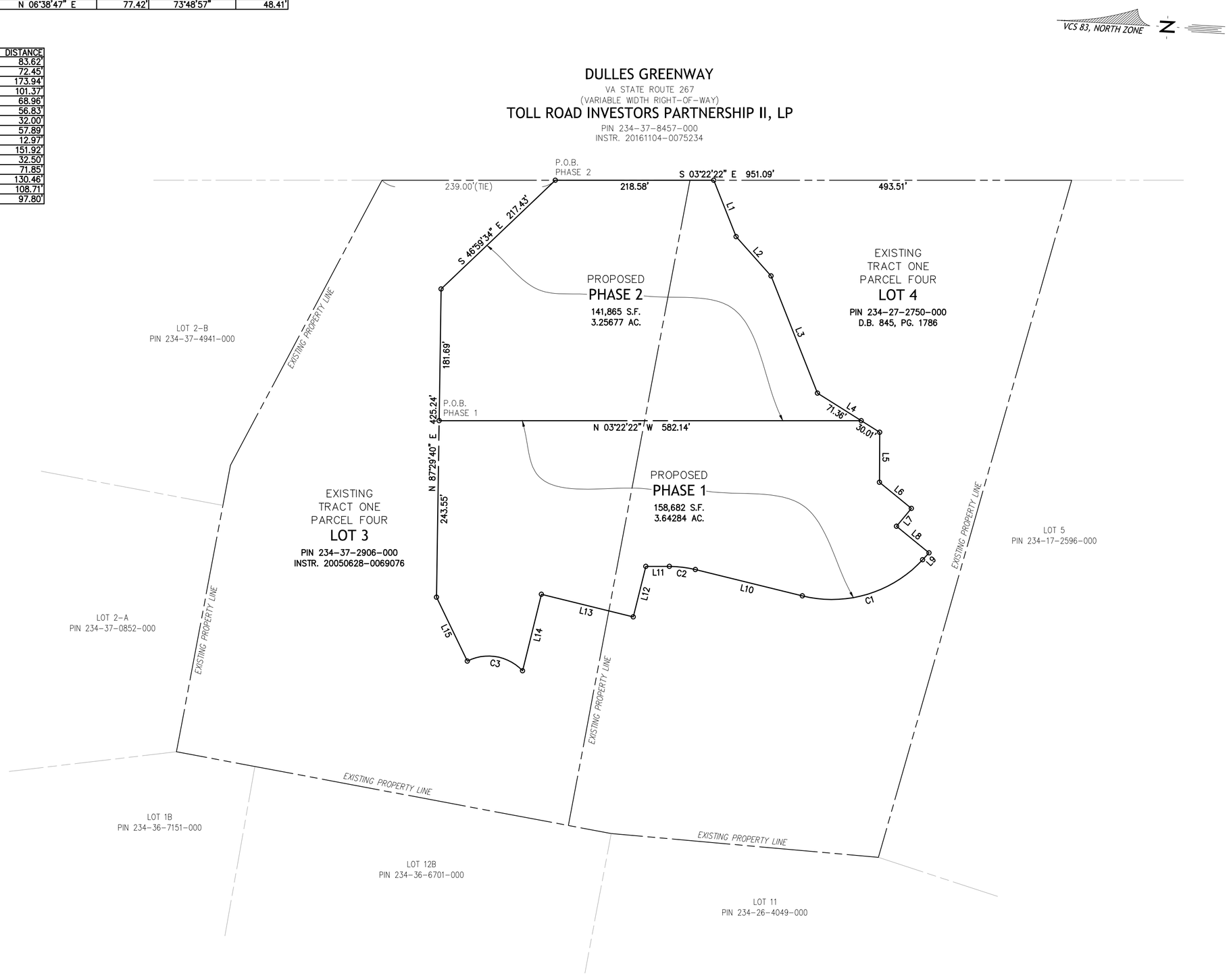
Having an area of 141,865 Square Feet or 3.25677 Acres of land.

LINE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA ANGLE	TANGENT
C1	170.00'	181.65'	N 20°08'16" W	173.13'	61°13'23"	100.58'
C2	150.00'	36.25'	N 03°33'02" E	36.16'	13°50'47"	18.21'
C3	64.46'	83.04'	N 06°38'47" E	77.42'	73°48'57"	48.41'

CURVE TABLE

LINE	BEARING	DISTANCE
L1	S 65°00'00" W	83.62'
L2	S 45°00'00" W	72.45'
L3	S 65°00'00" W	173.94'
L4	S 28°53'11" W	101.37'
L5	S 86°52'22" W	68.96'
L6	S 35°57'04" W	56.83'
L7	N 53°46'18" W	32.00'
L8	S 35°57'04" W	57.89'
L9	N 50°02'56" W	12.97'
L10	N 10°28'25" E	151.92'
L11	N 03°22'22" W	32.50'
L12	N 79°29'20" W	71.85'
L13	N 10°28'34" E	130.46'
L14	N 79°31'26" W	108.71'
L15	N 60°51'41" E	97.80'



602 SOUTH KING STREET
SUITE 100
LEESBURG, VA 20175
CHANTILLY
LEESBURG
DUMFRIES
WARRENTON
ARLINGTON
P: 703.361.1550
J2ATWORK.COM

EXHIBIT SHOWING
PROPOSED PHASE 1 & PHASE 2
ON THE LAND OF

CLEAR SPRINGS DEVELOPMENT GROUP LP

INSTRUMENT 20240711-0028832

CATOCTIN ELECTION DISTRICT

LOUDOUN COUNTY, VIRGINIA

NO.	DATE	DESCRIPTION	REVISION / ISSUANCE

J2 PROJECT NO.
(9436)

DATE
MARCH 24, 2025

SCALE
1" = 100'

BY: AV CHK: JCO

SHEET NUMBER
1 OF 1

X:\SURVEY\ACTIVE\Village at Clear Spring - HIN2402\Plats\HIN2407.3002 Exhibit Proposed Ph 1 & Ph 2 2025-4-10.dwg

SIGN IN

Loudoun County VIRGINIA
WHERE TRADITION MEETS INNOVATION

- Profile
- Values
- Sales / Transfers
- Land
- Land Use Status
- Residential
- Detached Structures
- Commercial
- Map
- WebLogis
- Aerial Photos
- Parcel Tracking
- Tax Payment/History

PARID: 234372906000
CLEAR SPRINGS DEVELOPMENT GROUP LP 41350 SPRINGFIELD LN

2026 Values

Fair Market Land	$5,686,500
Fair Market Building	$0
Prorated Bldg	$0
Effective Date	
Fair Market Total	$5,686,500
Land Use Value	$0
Total Taxable Value	$5,686,500
*Deferred Land Use Value	$0
Tax Exempt Code	TAXABLE
Tax Exempt Land	$0
Tax Exempt Building	$0
Tax Exempt Total	$0
Revitalized Real Estate	
Solar Exemption	

2025 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$5,686,500				$5,686,500		$5,686,500
Landbook	$5,686,500				$5,686,500		$5,686,500

2024 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$413,700	$647,670			$1,061,370	$136,350	$925,020
Landbook	$394,700	$647,670			$1,042,370	$117,350	$925,020
Supp/(Exon)			01/01/2024	-$19,000		$136,350	$906,020

2023 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$349,800	$683,840			$1,033,640	$130,380	$903,260
Landbook	$349,800	$627,430			$977,230	$130,380	$846,850

2022 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$284,600	$517,190			$801,790	$104,050	$697,740
Landbook	$284,600	$517,190			$801,790	$104,050	$697,740

2021 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$275,100	$432,670			$707,770	$104,420	$603,350
Landbook	$275,100	$432,670			$707,770	$104,420	$603,350

2020 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Landbook	$251,300	$429,860			$681,160	$103,560	$577,600
Notice	$251,300	$429,860			$681,160	$103,560	$577,600

2019 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$241,800	$415,090			$656,890	$104,530	$552,360
Landbook	$241,800	$415,090			$656,890	$104,530	$552,360

2018 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$241,800	$400,850			$642,650	$104,660	$537,990
Landbook	$241,800	$400,850			$642,650	$104,660	$537,990

2017 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$241,800	$378,510			$620,310	$105,250	$515,060
Landbook	$241,800	$378,510			$620,310	$105,250	$515,060

1 of 1

Actions
Neighborhood Sales
Printable Summary
Printable Version

Links
Glossary

2016 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$241,800	$401,260			$643,060	$105,270	$537,790
Landbook	$241,800	$401,260			$643,060	$105,270	$537,790

2015 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Landbook	$241,800	$410,560			$652,360		$652,360
Notice	$241,800	$410,560			$652,360		$652,360

2014 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$244,500	$409,070			$653,570		$653,570
Landbook	$244,500	$409,070			$653,570		$653,570

2013 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$244,500	$379,780			$624,280		$624,280
Landbook	$244,500	$379,780			$624,280		$624,280

2012 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$244,600	$373,700			$618,300		$618,300
Landbook	$244,600	$373,700			$618,300		$618,300

2011 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$250,800	$352,800			$603,600		$603,600
Landbook	$250,800	$352,800			$603,600		$603,600

2010 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$250,800	$397,400			$648,200		$648,200
Landbook	$250,800	$397,400			$648,200		$648,200

2009 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$341,900	$302,600			$644,500		$644,500
Landbook	$341,900	$302,600			$644,500		$644,500

2008 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$431,900	$332,300			$764,200		$764,200
Landbook	$431,900	$332,300			$764,200		$764,200

Note

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

Location Google Map
1 Harrison St, S.E., 5th Floor,
Mailstop #32B
Leesburg, VA 20175

Contact Us
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- Land
- Land Use Status
- Residential
- Detached Structures
- Commercial
- Map
- WebLogis
- Aerial Photos
- Parcel Tracking
- Tax Payment/History

PARID: 234272750000
CLEAR SPRINGS DEVELOPMENT GROUP LP N/A

2026 Values

Fair Market Land	$5,658,600
Fair Market Building	$0
Prorated Bldg	$0
Effective Date	
Fair Market Total	$5,658,600
Land Use Value	$0
Total Taxable Value	$5,658,600
*Deferred Land Use Value	$0
Tax Exempt Code	TAXABLE
Tax Exempt Land	$0
Tax Exempt Building	$0
Tax Exempt Total	$0
Revitalized Real Estate	
Solar Exemption	

2025 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$5,658,600				$5,658,600		$5,658,600
Landbook	$5,658,600				$5,658,600		$5,658,600

2024 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$394,000				$394,000	$386,920	$7,080
Landbook	$394,000				$394,000	$386,920	$7,080

2023 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$349,200				$349,200	$343,030	$6,170
Landbook	$349,200				$349,200	$343,030	$6,170

2022 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$284,200				$284,200	$278,860	$5,340
Landbook	$284,200				$284,200	$278,860	$5,340

2021 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$274,700				$274,700	$269,720	$4,980
Landbook	$274,700				$274,700	$269,720	$4,980

2020 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Landbook	$250,900				$250,900	$245,200	$5,700
Notice	$250,900				$250,900	$245,200	$5,700

2019 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$241,400				$241,400	$237,020	$4,380
Landbook	$241,400				$241,400	$237,020	$4,380

2018 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$241,400				$241,400	$237,110	$4,290
Landbook	$241,400				$241,400	$237,110	$4,290

2017 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$241,400				$241,400	$237,820	$3,580
Landbook	$241,400				$241,400	$237,820	$3,580

1 of 1

Actions
Neighborhood Sales
Printable Summary
Printable Version

Links
Glossary

2016 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$241,400				$241,400	$237,870	$3,530
Landbook	$241,400				$241,400	$237,870	$3,530

2015 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Landbook	$241,400				$241,400	$237,770	$3,630
Notice	$241,400				$241,400	$237,770	$3,630

2014 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$244,000				$244,000	$241,720	$2,280
Landbook	$244,000				$244,000	$241,720	$2,280

2013 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$244,000				$244,000	$242,260	$1,740
Landbook	$244,000				$244,000	$242,260	$1,740

2012 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$244,100				$244,100	$243,020	$1,080
Landbook	$244,100				$244,100	$243,020	$1,080

2011 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$250,300				$250,300	$249,330	$970
Landbook	$250,300				$250,300	$249,330	$970

2010 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$250,300				$250,300	$249,810	$490
Landbook	$250,300				$250,300	$249,810	$490

2009 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$395,300				$395,300	$394,110	$1,190
Landbook	$395,300				$395,300	$394,110	$1,190

2008 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	$431,300				$431,300	$429,810	$1,490
Landbook	$431,300				$431,300	$429,810	$1,490

Note

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

Location Google Map
1 Harrison St, S.E., 5th Floor,
Mailstop #32B
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Tab F:

RESNET Rater Certification (MANDATORY)

Clear Springs Apartments Phase II

Appendix F

RESNET Rater Certification of Development Plans

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP).

If the plans and specifications do not include requirements to meet the QAP baseline energy performance, those requirements still must be met, even though the application is accepted for credits.

***Please note that this may make the Application 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, the applicant will obtain and provide EnergyStar Certification to Virginia Housing.

☐ **Rehabilitation** – 30% performance increase over existing, based on HERS index.
Or, it must provide evidence of a HERS Index of 80 or lower. The rater understands that before IRS Form 8609 is issued, the rater must provide Virginia Housing with energy performance certification.

☐ **Adaptive Reuse** – Must provide evidence of a HERS index of 95 or lower. The rater understands that before IRS Form 8609 is issued, the rater must provide Virginia Housing with energy performance certification.

Additional Optional Certification

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

☐ **Earthcraft Certification** - The development's design meets the criteria to obtain Earthcraft Multifamily program gold certification or higher.

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

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

☐ **Enterprise Green Communities**—The development's design meets the requirements stated in the Enterprise Green Communities Criteria for this development's construction type to obtain certification.

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

RESNET Rater Signature	Printed Name	Date
	Kevin Robicheau	4/29/2026

RESNET Provider Agency	Provider Contact Name
Green Building Consulting	Jason Alfandre

Contact Signature	Email	Phone
	resnetqa@greenbldgconsulting.com	(513) 427-8997

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NGBS Green Review and Scoring DRAFT Evaluation Report

The Village at Clear Springs – Phase 2

Leesburg, VA



Submitted and prepared for:
Chase Powell
chase@greenstreethousing.com

Prepared by:
Dominion Due Diligence Group (D3G)

Kevin Robicheau, HERS Rater, NGBS Verifier
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Phone: 804.237.1892 (direct)
Email: s.evanko@d3g.com

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Executive Summary of NGBS Scoring

D3G reviewed the provided property information, project specs, and client interviews to score the project on the 2020 NGBS New Construction Scorecard. As shown in Table 1, this assessment indicated that the property has the potential to meet the minimum requirements for ASNH HIEE and 2020 NGBS New Construction by earning 384 points, compared to the 334 points needed for Silver Level Certification.

All notes in the attached report and scoring sheet must be addressed in the project plan and specifications to ensure all mandatory requirements are met. As with any NGBS project, D3G encourages the design and construction teams to pursue and maintain additional points as a cushion and to monitor value-engineering activities to prevent losing anticipated points or missing any mandatory practices.

The General Contractor must coordinate with the Green Verifier to ensure all necessary inspections occur at the rough and final stages for each dwelling unit. As noted in the NGBS scoring spreadsheet, these inspections are required for the property to receive certification upon completion.

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ICC 700-2020 National Green Building Standard®

Summary of Results of the Design Phase

Scoring Tool Version: 5.3.03 **Revision Date:** 10/1/2025
Project Name: Village at Clear Springs - Phase 2
Location: 39°04'43.7"N 77°34'18.4"W, Leesburg, Virginia

✓	No Mandatory items missing on the "Overview (Design)" page

	Points Required				Points Claimed	Mandatory Practices	No Errors
	Bronze	Silver	Gold	Emerald			
Chapter 5: Lot Design, Preparation, and Development	50	64	93	121	**92**	✓	✓
Chapter 6: Resource Efficiency	43	59	89	119	**66**	✓	✓
Chapter 7: Energy Efficiency	30	45	60	70	**72**	✓	✓
Chapter 8: Water Efficiency	25	39	67	92	**66**	✓	✓
Chapter 9: Indoor Environmental Quality	25	42	69	97	**67**	✓	✓
Chapter 10: Operation, Maintenance, and Building Owner Education	8	10	11	12	**21**	✓	✓
Additional Points required	50	75	100	100			
Additional points required due to SF over 4000 (601.1)	0	0	0	0			
Total points required	231	334	489	611	**384**		
Additional Points Claimed	**203**	**125**	**(5)**	**(127)**			
Overall Level Achieved for Design	**Silver**						

Table 1: Minimum Point Requirements for 2020 NGBS New Construction Certification Levels

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Additional NGBS and HUD Green Requirements

We strongly recommend including the NGBS scorecard and requirements in the Project Manual, and that the General Contractor and Architect review the NGBS scorecard. The attached findings summarize the key program requirements and any necessary modifications to achieve compliance and prevent potential issues with NGBS certification.

Additional information required before construction kick-off:

1. NGBS Chapter 6 Mandatory Practices:
    a. **MANDATORY:** NGBS 602.1.1: A capillary break and vapor retarder are installed at concrete slabs in accordance with corresponding ICC Sections. – Need to confirm capillary break in drawings.
    b. **MANDATORY:** NGBS 605.1: NGBS requires that the construction waste management plan include information on the proper handling and disposal of hazardous waste. Need to confirm hazardous waste management plan. Additional points are available if the project team opts to recycle construction waste.
2. NGBS Chapter 7 Mandatory Practices:
    a. **MANDATORY:** Per NGBS 701.4.1 and 701.4.2.3, the Mechanical Design Team must provide the ACCA Manual J, D, and S reports (or equivalent) showing that the heating and cooling system and ductwork have been right-sized. Must be provided to the NGBS Verifier.
    b. **MANDATORY:** Per NGBS 701.4.2.1 All ducts must be "sealed with materials in conformance with UL 181A or UL 181B and be installed in accordance with manufacturer's instructions".
    c. **MANDATORY:** Per NGBS 701.4.3.4, Windows, skylights and sliding glass doors have an air infiltration rate of no more than 0.3 cfm per square foot and swinging doors no more than 0.5 cfm per square foot, when tested in accordance with NFRC or AAMA/WDMA. Need to confirm NFRC window and door data to determine air leakage rates.
3. Plumbing Fixtures:
    a. Showerheads rated at 1.75 GPM → **EPA WaterSense certification required.**
    b. Lavatory faucets with 1.2 GPM flow rate → **EPA WaterSense certification required.**
    c. Kitchen faucets rated at 1.8 GPM → Does not need to be WaterSense certified.
    d. Water closets listed as 1.28 GPF. → Does not need to be WaterSense certified.
4. Chapter 8 Practices
    a. **MANDATORY:** NGBS 802.6.1 requires that if an irrigation system is installed, the plan and implementation must be executed by a qualified professional such as a Licensed Landscape Architect or WaterSense professional. Confirmed.
    b. **MANDATORY:** NGBS 802.10.1 requires that pools and spas with water surface areas greater than 36 sqft that are connected to a water supply must have a dedicated water meter. This was not observed in the specs/plans and must be added.

5. Chapter 9 Practices:
    a. **MANDATORY:** NGBS 901.4 Structural Plywood used for floor, wall and/or roof sheathing is compliant with DOC PS1 and/or Doc PS2. OSB used for floor, wall and/or roof sheathing is compliant with DOC PS2. Zip System is DOC PS 2 compliant; however, any other plywood installed must meet the same requirements.
    b. **MANDATORY:** NGBS 901.13: Carbon Monoxide Alarm must be provided in accordance with IRC Section R315.
    c. **MANDATORY:** NGBS 902.3.2: Passive Radon System and Radon Testing. Radon system confirmed.
6. Chapter 10 Practices:
    a. **MANDATORY:** NGBS 1002.1; 1002.2; 1002.3; 1002.5: Construction, Operation, Maintenance, and MF Occupant Manuals are required. D3G will work with the project team to produce the final product as the project comes to a close.
    b. **MANDATORY:** NGBS 1002.4: Building owners must be trained to support green building operation. This training will need to be coordinated with the GC, Subcontractors, D3G, and the building owner's property management team.

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NGBS Certification Process

Home Innovation Research Labs manages the NGBS certification process. To set up the project in the NGBS system and secure the green certification, D3G will need to work with the owner to complete the following steps:

1) Complete Project Registration: D3G will upload to NGBS, but will need the information noted below.
2) Owner Docusign's the NGBS Client Agreement
3) Owner provides D3G with a Certificate of Insurance meeting NGBS requirements.
4) D3G will need to complete the necessary inspections and upload reports to NGBS
5) Owner will need to pay the NGBS Certification Fee Invoice
6) NGBS will review the D3G submissions and award certification to the building

(1) Complete Project Registration for NGBS

Project Information

- MF Development Name: (*as you want it noted on the certificate*)
- Estimated Completion Date:

Billing Information (*for the NGBS certification fees that were described in the D3G proposal*)

- Entity responsible for payment: Owner (e.g. xxxx, LLC)
- Point of contact:
  - Name
  - Email Address
  - Phone #:

Responsible for the Application Packet (*for the agreement to use the NGBS program; should be the same entity that will provide the COI noted below*)

- Entity responsible for application: Owner (e.g. xxxx, LLC)
- Point of contact: (i*.e. who can sign the NGBS agreement – needs to be an officer*)
  - Name
  - Mailing Address:
  - Email Address
  - Phone #:

(2) Owner signs the NGBS Client Agreement

NGBS Client Agreement, which must be docu-signed via email. Once I complete project registration, I can trigger the system to email this agreement to the point of contact who will sign the agreement.

(3) Certificate of Insurance (COI) requirement

- Minimum General Liability Coverage per occurrence $1,000,000

- Your insurance certificate must list Home Innovation as the certificate holder and as an additional insured.
    - Home Innovation Research Labs, 400 Prince George's Boulevard, Upper Marlboro, MD 20774-8731.
- The verbiage below must be shown on the certificate of insurance:
    - "Home Innovation Research Labs and its officers, directors, agents, affiliates, and employees as additional insureds for liability with respect to or arising out of the work of the Builder/Client."
- The Insured on the COI should be the same organization that signs the NGBS Client/Builder agreement. Otherwise, we will need a letter describing the relationship between the organizations.
- Usually, the organization that has this insurance is the LLC representing the property ownership.

This insurance requirement is a bit confusing. The text below from NGBS explains the need for this insurance.

> **Home Innovation Needs to be an Additional Insured**
>
> *Builders and developers seeking NGBS Green certification for their projects need to add Home Innovation as an **additional insured** to their general liability policy (not an additional **named** insured).*
>
> *Probably the biggest misconception regarding an additional insured involves the scope of coverage offered to the certificate holder in the endorsement itself. The technical insurance explanation is "the additional insured endorsement extends coverage to the certificate holder for his vicarious liability caused by the errors and omissions of the named insured policyholder." Simply put, the certificate holder [Home Innovation] enjoys protection under your policy (the named insured) to the extent that you have created liability for Home Innovation due to negligence. The additional insured does not receive the full scope of liability coverage protection you enjoy as the Named Insured. The certificate holder is still primarily responsible for his own direct liability and negligence.*
>
> *As the NGBS Green certification body, Home Innovation may be drawn into litigation arising from claims against the building. The builder/developer is required to name Home Innovation as an additional insured so that if there is litigation involving the property or its use, and Home Innovation is named in the suit, the builder/developer policy will provide liability protection for Home Innovation's legal and defense costs. Insurance companies routinely provide this coverage.*
>
> *This requirement is confusing to some builder/developers because they more typically are added as an additional insured to the subcontractor's policy. Home Innovation is not acting as a subcontractor to the builder/developer, instead we serve as an independent certification body to determine the building's compliance with the **National Green Building Standard ICC/ASHRAE – 700**.*

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Disclaimer and Limitations

- As the NGBS Green Verifier, D3G has no authority to award the certification to the project. The authority to certify the project belongs to the certifying entity, Home Innovation ResearchLabs.

- Certification is dependent on the Client's compliance with all mandatory program requirements. In the absence of 100% compliance, D3G makes no warranty as to the final certification of the project.

- D3G's consulting role is advisory in nature. D3G will provide guidance on materials, methods, and strategies to meet program requirements. The client assumes all responsibility for the final design, material selection, and installation of the systems.

- Energy modeling, inspections, testing, and other services provided by D3G should not be interpreted as a guarantee or warranty of building durability or energy performance. Through the green building program documentation and onsite inspections, D3G certifies that the information contained within the submitted documents is accurate and consistent with the NGBS guidelines. D3G, as the verifier, submits the inspection information and report details to Home Innovation Research Labs, which will then issue the certification on the project.

- The professional services rendered by D3G are valid for a period of 180 days and were performed for the client's sole benefit and use. Governing law related to the services performed may be subject to reasonable interpretation. This report does not constitute a representation that D3G's opinions and interpretations of governing laws, codes, standards, or regulations are exclusive to all others, and D3G shall not be liable as a result of contrary opinions or interpretations of client or governmental or regulatory agencies.

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Specific NGBS Green Practices

Current Chapter level: Silver	Total Points: 92
Points away from: Bronze: 0, Silver: 0, Gold: 1, Emerald: 29	
Add'l pts earned above: Bronze: 42, Silver: 28, Gold: 0, Emerald: 0	
Total Chapter Points needed for: Bronze: 50, Silver: 64, Gold: 93, Emerald: 121	
Revision Date: 10/1/2025	

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Coding

Practice #	Chapter 5: Lot Design, Preparation, and Development	Points Available	Points Claimed	Status	Notes
500 LOT DESIGN, PREPARATION AND DEVELOPMENT					
500.0	500.0 Intent. This section applies to lot development for the eventual construction of residential buildings, multifamily buildings, or additions thereto that contain dwelling units or sleeping units.				
501 LOT SELECTION					
501.1	501.1 Lot. Lot is selected in accordance with § 501.1(1) or § 501.1(2).		10	Certified Site:	Previous lot is clear ready for the development
(1)	A lot is selected within a site certified to this Standard or equivalent	15		☐	
(2)	A lot is selected to minimize environmental impact by one or more of the following:				
(a)	An infill lot is selected.	10		☑	
(b)	A lot is selected that is a greyfield.	10		☐	
(c)	An EPA-recognized brownfield lot is selected.	15		☐	
501.2	501.2 Multi-modal transportation. A range of multi-modal transportation choices are promoted by one or more of the following:				
(1)	A lot is selected within one-half mile (805 m) of pedestrian access to a mass transit system	6	0	☐	None
(2)	A lot is selected within five miles (8,046 m) of a mass transit station with provisions for parking.	3	0	☐	None
(3)	Walkways, street crossings, and entrances designed to promote pedestrian activity are provided. New buildings are connected to existing sidewalks and areas of development.	5	5	☑	Sidewalks will be installed.
(4)	A lot is selected within one-half mile (805 m) of six or more community resources No more than two each of the following use category can be counted toward the total: Recreation, Retail, Civic, and Services. Examples of resources in each category include, but are not limited to the following:			☐	
	Recreation: recreational facilities (such as pools, tennis courts, basketball courts), parks.	4	0		
	Retail: grocery store, restaurant, retail store.				
	Civic: post office, place of worship, community center.				
	Services: bank, daycare center, school, medical/dental office, laundromat/dry cleaners.				
	NOTE: List the 6 community resources in the Notes field.				
	OR				
	A lot is selected within a census block group that, compared to its region, has above-average neighborhood walkability using an index within the EPA's Smart Location Database:		2	(b)	See documented practice.
(a)	Walkability is within the top quartile for the region.	5			
(b)	Walkability is within the second quartile for the region.	2			
(5)	Bicycle use is promoted by building on a lot located within a community that has rights-of-way specifically dedicated to bicycle use in the form of paved paths or bicycle lanes, or on an infill lot located within 1/2 mile of a bicycle lane designated by the jurisdiction.	5	0	☐	None
(6)	Dedicated bicycle parking and racks are indicated on the site plan and constructed for mixed-use and multifamily buildings:		0		Bike storage doesn't meet requirements.
(a)	Minimum of 1 bicycle parking space per 3 residential units	2			
(b)	Minimum of 1 bicycle parking space per 2 residential units	4			
(c)	Minimum of 1 bicycle parking space per 1 residential unit.	6			
(d)	Bicycle enclosed storage is provided or parking spaces are covered or otherwise protected from the elements	2 per (a)-(c)	0	☐	
(7)	Select a lot in a community where there is access to shared vehicle usage such as carpool drop-off areas, car-share services, and shuttle services to mass transit.	5	0	☐	
	NOTE: Enter name of car sharing program.				
(8)	Lot is within 1/2 mile walking distance of where a bike sharing program is provided.	5	0	☐	
	NOTE: Enter name of bike sharing program.				
502 PROJECT TEAM, MISSION STATEMENT, AND GOALS					
502.1	502.1 Project team, mission statement, and goals. A knowledgeable team is established and team member roles are identified with respect to green lot design, preparation, and development. The project's green goals and objectives are written into a mission statement.	4	4	☑	See documented practice.
503 LOT DESIGN					
503.0	503.0 Intent. The lot is designed to avoid detrimental environmental impacts first, to minimize any unavoidable impacts, and to mitigate for those impacts that do occur. The project is designed to minimize environmental impacts and to protect, restore, and enhance the natural features and environmental quality of the lot.				
	(Points awarded only if the intent of the design is implemented.)				
503.1	503.1 Natural resources. Natural resources are conserved by one or more of the following:				
(1)	A natural resources inventory is completed under the direction of a qualified professional.	5	0	☐	
(2)	A plan is implemented to conserve the elements identified by the natural resource inventory as high-priority resources.	6	0	☐	
(3)	Items listed for protection in the natural resource inventory plan are protected under the direction of a qualified professional.	4	0	☐	
(4)	Basic training in tree or other natural resource protection is provided for the on-site supervisor.	4	0	☐	
(5)	All tree pruning on-site is conducted by a certified arborist or other qualified professional.	3	0	☐	
(6)	Ongoing maintenance of vegetation on the lot during construction is in accordance with TCIA A300 or locally accepted best practices.	4	0	☐	
(7)	Where a lot adjoins a landscaped common area, a protection plan from construction activities next to the common area is implemented.	5	0	☐	
(8)	Developer has a plan to design and construct the lot in accordance with the International Wildland-Urban Interface Code (IWUIC). *[Only applicable where the AHJ has not declared a wildland-urban interface area, but a fire protection engineer, certified fire marshal, or other qualified party has determined and documented the site as hazarded per the IWUIC].*	6	0	☐	
503.2	503.2 Slope disturbance. Slope disturbance is minimized by one or more of the following:			Max Slope in Const. Zn:	
	Note: Points are only available for lots with slopes of 25% or greater.				
(1)	The use of terrain adaptive architecture.	5	0	☐	
(2)	Hydrological/soil stability study is completed and used to guide the design of all buildings on the lot.	5	0	☐	
(3)	All or a percentage of driveways and parking are aligned with natural topography to reduce cut and fill.		0		
(a)	10 percent to < 25 percent	1			
(b)	25 percent to 75 percent	4			
(c)	greater than 75 percent	6			
(4)	Long-term erosion effects are reduced through the design and implementation of clustering, terracing, retaining walls, landscaping, or restabilization techniques.	6	0	☐	
(5)	Underground parking uses the natural slope for parking entrances.	5	0	☐	

503.3		503.3 Soil disturbance and erosion. Soil disturbance and erosion are minimized by one or more of the following: (also see Section 504.3)				Sheets 01-05 LB C AHU
		Note: Points must be earned in 503.3 in order for points in 504.1 to be available				
	(1)	Construction activities are scheduled such that disturbed soil that is to be left unworked for more than 21 days is stabilized within 14 days..	5	5	☑	
	(2)	At least 75% of total length of the utilities on the lot are designed to use one or more alternative means:				
	(a)	tunneling instead of trenching			☐	
	(b)	use of smaller (low ground pressure) equipment or geomats to spread the weight of construction equipment	5	0	☐	
	(c)	shared utility trenches or easements			☐	
	(d)	placement of utilities under paved surfaces instead of yards			☐	
	(3)	Limits of clearing and grading are demarcated on the lot plan.	5	5	☑	
503.4		503.4 Stormwater Management. The stormwater management system is designed to use low impact development/green infrastructure practices to preserve, restore or mitigate changes in site hydrology due to land disturbance and the construction of impermeable surfaces through the use of one or more of the following techniques:				
		NOTE: For lots in a development, the points for 503.4 may be awarded for the lot when there is a community storm water management plan implemented and the builder does not violate that plan with respect to water leaving the lot.				
	(1)	A site assessment is conducted and a plan prepared and implemented that identifies important existing permeable soils, natural drainage ways and other water features, e.g., depressional storage, onsite to be preserved in order to maintain site hydrology.	7	0	☐	Potential - Need geotech report
	(2)	A hydrologic analysis is conducted that results in the design of a stormwater management system that maintains the pre-development (stable, natural) runoff hydrology of the site through the development or redevelopment process. Ensure that post construction runoff rate, volume and duration do not exceed predevelopment rates, volume and duration.	10	0	☐	Jellyfish system per SWPPP requirements. Confirm with hydro-analysis.
	(3)	Low Impact Development/Green infrastructure stormwater management practices to promote infiltration and evapotranspiration are used to manage rainfall on the lot and prevent the off-lot discharge of runoff from all storms up to and including the volume of following storm events:		0		
	(a)	80th percentile storm event	5			
	(b)	90th percentile storm event	8			
	(c)	95th percentile storm event	10			
	(4)	Permeable materials are used for driveways, parking areas, walkways, patios, and recreational surfaces and the like according to the following percentages:		0		
	(a)	10 percent to less than 25 percent (add 2 points for use of vegetative paving system)	5			
	(b)	25-50 percent (add 4 points for use of vegetative paving system)	8			
	(c)	Greater than 50 percent (add 6 points for use of vegetative paving system)	10			
		[Points for vegetative paving systems are only awarded for locations receiving more than 20 inches per year of annual average precipitation]	0	0	☐	
	(5)	Complete gutter and downspout system directs storm water away from foundation to vegetated landscape area, a raingarden, or catchment system that provides for water infiltration.	3	0	☐	
503.5		503.5 Landscape plan. A plan for the lot is developed to limit water and energy use while preserving or enhancing the natural environment.				
		(Where "front" only or "rear" only plan is implemented, only half of the points (rounding down to a whole number) are awarded for Items (1)-(9))			full	
	(1)	A plan is formulated and implemented that protects, restores, or enhances natural vegetation on the lot.		0		
	(a)	100 percent of the natural area	4			
	(b)	50 percent of the natural area	3			
	(c)	25 percent of the natural area	2			
	(d)	12 percent of the natural area	1			
	(2)	Non-invasive vegetation that is native or regionally appropriate for local growing conditions is selected to promote biodiversity.	7	7	☑	Expected with LP
	(3)	To improve pollinator habitat, at least 10 percent of planted areas are composed of native or regionally appropriate flowering and nectar producing plant species. Invasive plant species shall not be utilized.	3	0	☐	
	(4)	EPA WaterSense Water Budget Tool or equivalent is used when implementing the site vegetative design.	5	0	☐	
	(5)	Where turf is being planted, Turfgrass Water Conservation Alliance (TWCA) or equivalent as determined by the adopting entity third party qualified water efficient grasses are used.	3	0	☐	
	(6)	For landscaped vegetated areas, the maximum percentage of turf area is:		0		
	(a)	0 percent	5			
	(b)	Greater than 0 percent to less than 20 percent	4			
	(c)	20 percent to less than 40 percent	3			
	(d)	40 percent to 60 percent	2			
	(7)	Plants with similar watering needs are grouped (hydrozoning) and shown on the lot plan.	5	0	☐	
	(8)	Summer shading by planting installed to shade a minimum of 30 percent of building walls. To conform to summer shading, the effective shade coverage (five years after planting) is the arithmetic mean of the shade coverage calculated at 10 am for eastward facing walls, noon for southward facing walls, and 3 pm for westward facing walls on the summer solstice.	5	0	☐	
	(9)	Vegetative wind breaks or channels are designed to protect the lot and immediate surrounding lots as appropriate for local conditions.	5	0	☐	
	(10)	Site or community generated tree trimmings or stump grinding of regionally appropriate trees are used on the lot to provide protective mulch during construction or for landscaping.	3	0	☐	
	(11)	An integrated pest management plan is developed to minimize chemical use in pesticides and fertilizers.	4	0	☐	
	(12)	Developer has a plan for removal or containment of invasive plants from the disturbed areas of the site.	3	0	☐	
	(13)	Developer implements a plan for removal or containment of invasive plants on the undisturbed areas of the site.	6	0	☐	
503.6		503.6 Wildlife habitat. Measures are planned to support wildlife habitat and include at least two of the following:		0		
	(1)	Plants and gardens that encourage wildlife, such as bird and butterfly gardens.	3		☐	
	(2)	Inclusion of a certified "backyard wildlife" program.	3		☐	
	(3)	The lot is adjacent to a wildlife corridor, fish and game park, or preserved areas and is designed with regard for this relationship.	3		☐	
	(4)	Outdoor lighting techniques are utilized with regard for wildlife.	3		☐	
503.7		503.7 Environmentally sensitive areas. The lot is in accordance with one or both of the following:		4	(1)	See civil sheets 01-10
	(1)	The lot does not contain any environmentally sensitive areas that are disturbed by the construction.	4			
	(2)	On lots with environmentally sensitive areas, mitigation and/or restoration is conducted to preserve ecosystem functions lost through development and construction activities.	4			
503.8		503.8 Demolition of existing building. A demolition waste management plan is developed, posted at the jobsite, and implemented to recycle and/or salvage with a goal of recycling or salvaging a minimum of 50 percent of the nonhazardous demolition waste.	5	0		
		(One additional point awarded for every 10 percent of nonhazardous demolition waste recycled and/or salvaged beyond 50 percent).	1 additional			

504 LOT CONSTRUCTION						
504.0		504.0 Intent. Environmental impact during construction is avoided to the extent possible; impacts that do occur are minimized and any significant impacts are mitigated.				
504.1		504.1 On-site supervision and coordination. On-site supervision and coordination is provided during on-the-lot clearing, grading, trenching, paving, and installation of utilities to ensure that specified green development practices are implemented. (also see Section 503.3) NOTE: Points must be taken in 503.3 to claim points in 504.1.	4	4	☑	Coordinate with MK.
504.2		504.2 Trees and vegetation. Designated trees and vegetation are preserved by one or more of the following:				
	(1)	Fencing or equivalent is installed to protect trees and other vegetation.	3	0	☐	
	(2)	Trenching, significant changes in grade, and compaction of soil and critical root zones in all "tree save" areas as shown on the lot plan are avoided.	5	0	☐	
	(3)	Damage to designated existing trees and vegetation is mitigated during construction through pruning, root pruning, fertilizing, and watering.	4	0	☐	
504.3		504.3 Soil disturbance and erosion implementation. On-site soil disturbance and erosion are minimized by one or more of the following in accordance with the SWPPP or applicable plan: (also see Section 503.3)				
	(1)	Sediment and erosion controls are installed on the lot and maintained in accordance with the stormwater pollution prevention plan, where required.	5	5	☑	Expected
	(2)	Limits of clearing and grading are staked out on the lot.	5	5	☑	Expected
	(3)	"No disturbance" zones are created using fencing or flagging to protect vegetation and sensitive areas on the lot from construction activity.	5	0	☐	
	(4)	Topsoil from either the lot or the site development is stockpiled and stabilized for later use and used to establish landscape plantings on the lot.	5	5	☑	Expected
	(5)	Soil compaction from construction equipment is reduced by distributing the weight of the equipment over a larger area (laying lightweight geogrids, mulch, chipped wood, plywood, OSB, metal plates, or other materials capable of weight distribution in the pathway of the equipment).	4	0	☐	
	(6)	Disturbed areas on the lot that are complete or to be left unworked for 21 days or more are stabilized within 14 days using methods as recommended by the EPA or in the approved SWPPP, where required.	3	3	☑	
	(7)	Soil is improved with organic amendments or mulch.	3	0	☐	
	(8)	Utilities on the lot are installed using one or more alternative means: tunneling instead of trenching, use of smaller equipment, use of low ground pressure equipment, use of geomats, shared utility trenches or easements, other. NOTE: List "other" means of installing utilities in the assigned Notes area.	5	0	☐ ☐ ☐ ☐ ☐ ☐ ☐	
	(9)	Inspection reports of stormwater best management practices are available.	3	3	☑	Expected
505 INNOVATIVE PRACTICES						
505.0		505.0 Intent. Innovative lot design, preparation, and development practices are used to enhance environmental performance. Waivers or variances from local development regulations are obtained and innovative zoning is used to implement such practices.				
505.1		505.1 Driveways and parking areas. Driveways and parking areas are minimized or mitigated by one or more of the following:				
	(1)	Off-street parking areas are shared or driveways are shared. Waivers or variances from local development regulations are obtained to implement such practices, if required.	5	5	☑	Shared parking.
	(2)	In a multifamily project, parking capacity does not exceed the local minimum requirements.	5	0	☐	
	(3)	Structured parking is utilized to reduce the footprint of surface parking areas.		0		
	(a)	25 percent to less than 50 percent	4			
	(b)	50 percent to 75 percent	5			
	(c)	greater than 75 percent	6			
505.2		505.2 Heat island mitigation. Heat island effect is mitigated by the following.				
	(1)	Hardscape: Not less than 50 percent of the surface area of the hardscape on the lot meets one or a combination of the following methods.	5	0		
	(a)	Shading of hardscaping: Shade is provided from existing or new vegetation (within five years) or from trellises. Shade of hardscaping is to be measured on the summer solstice at noon.			☐	
	(b)	Light-colored hardscaping: Horizontal hardscaping materials are installed with a solar reflectance index (SRI) of 29 or greater. The SRI is calculated in accordance with ASTM E1980. A default SRI value of 35 for new concrete without added color pigment is permitted to be used instead of measurements.			☐	
	(c)	Permeable hardscaping: Permeable hardscaping materials are installed.			☐	
	(2)	Roofs: Not less than 75 percent of the exposed surface of the roof is vegetated using technology capable of withstanding the climate conditions of the jurisdiction and the microclimate conditions of the building lot. Invasive plant species are not permitted.	5	0	☐	
505.3		505.3 Density. The average density on the lot on a net developable area basis is:		7	(4)	3.64 ac
	(1)	7 to less than 14 dwelling units/sleeping units per acre (per 4,047 m2)	4			
	(2)	14 to less than 21 dwelling units/sleeping units per acre (per 4,047 m2)	5			
	(3)	21 to less than 35 dwelling units/sleeping units per acre (per 4,047 m2)	6			
	(4)	35 to less than 70 dwelling units/sleeping units per acre (per 4,047 m2)	7			
	(5)	70 or greater dwelling units/sleeping units per acre (per 4,047 m2)	8			
505.4		505.4 Mixed-use development.				
	(1)	The lot contains a mixed-use building.	8	0	☐	
505.5		505.5 Multifamily & mixed-use community garden(s). A portion of the lot is established as a community garden(s), available to residents of the lot, to provide for local food production to residents or area consumers.			Community Garden (sf):	
	(a)	A portion of the lot of at least 250 sq ft is established as community garden(s) for the residents of the site. [*3 points per 250 sq ft]	9 max	0		
	(b)	Locate the project within a 0.5-mile walking distance of an existing or planned farmers market/ farm stand that is open or will operate at least once a week for at least five months of the year.	3	0	☐	
	(c)	Areas and physical provisions are provided for composting.	1	0	☐	
	(d)	Signs designating the garden area are posted.	1	0	☐	
505.6		505.6 Multi-Unit Plug-In Electric Vehicle Charging. Plug-in electric vehicle charging capability is provided for not fewer than 2 percent of parking stalls. [An additional 2 points can be earned for each percentage point above 2% for a maximum of 10 points] Fractional values shall be rounded up to the nearest whole number. Electrical capacity in main electric panels supports Level 2 charging (208/240V- up to 80 amps or in accordance with SAE J1772). Each stall is provided with conduit and wiring infrastructure from the electric panel to support Level 2 charging (208/240V- up to 80 amps or in accordance with SAE J1772) service to the designated stalls, and stalls are equipped with either Level 2 charging AC grounded outlets (208/240V- up to 80 amps or in accordance with SAE J1772) or Level 2 charging stations (208/240V- up to 80 amps or in accordance with SAE J1772) by a third party charging station. NOTE: SF/BTR homes are also eligible if 2% or more of the total of shared/communal/visitor parking stalls in the development/community have plug-in electric vehicle charging capability.	4 (10 max)	10	10.0%	10% required for DOE ENH.

505.7		505.7 Multi-unit residential CNG vehicle fueling. CNG vehicle residential fueling appliances are provided for at least 1 percent of the parking stalls. The CNG fueling appliances shall be listed in accordance with ANSI/CSA NGV 5.1 and installed in accordance with the appliance manufacturer's installation instructions. NOTE: Single-Family/Build-to-Rent homes are also eligible if 1% of the shared/communal/visitor parking stalls in the development have residential CNG vehicle refueling.	4	0	☐	
505.8		505.8 Street network. Locate the project in an area of high intersection density.	5	0	No. of intersection/mi²:	Not enough intersection density.
505.9		505.9 Smoking prohibitions. Signs are provided on multifamily and mixed-use lots prohibiting smoking at the following locations: NOTE: Build-to-rent homes are also eligible for (a), (b) and (c) if smoking is prohibited and signs posted for all homes in the development/community. SF homes for sale are not eligible.			Build-to-Rent? ☐	
	(a)	Smoking is prohibited within 25 feet (7.5 m) of all building exterior doors and operable windows or building air intakes within 15 (4.5 m) vertical feet of grade or a walking surface.	3	0	☐	Potential - check VHDA requirements
	(b)	Smoking is prohibited on decks, balconies, patios and other occupied exterior spaces.	3	0	☐	Potential - check VHDA requirements
	(c)	Smoking is prohibited at all parks, playgrounds, and community activity or recreational spaces.	3	0	☐	Potential - check VHDA requirements
505.10		505.10 Exercise & Recreation Area. For multifamily buildings, on-site dedicated recreation space for exercise or play opportunities for adults and/or children open and accessible to residents is provided.				
	(a)	A dedicated area of at least 400 square feet is provided inside the building with adult exercise and/or children's play equipment.	3	3	☑	In Building 1
	(b)	A courtyard, garden, terrace, or roof space at least 10% of the lot area that can serve as outdoor space for children's play and /or adult activities is provided.	3	0	☐	Potential
	(c)	Active play/recreation areas are illuminated at night to extend opportunities for physical activity into the evening.	3	0	☐	
END OF CHAPTER 5						CLICK TO PROCEED TO CHAPTER 6 >>

	Current Chapter level: Silver	Total Points: 66				
	Points away from: Bronze: 0, Silver: 0, Gold: 23, Emerald: 53					
	Add'l pts earned above: Bronze: 23, Silver: 7, Gold: 0, Emerald: 0					
	Total Chapter Points needed for: Bronze: 43, Silver: 59, Gold: 89, Emerald: 119					© Home Innovation Research Labs, Inc., 2020. All rights reserved.
	Revision Date: 10/1/2025					

Coding

Practice #		Chapter 6: Resource Efficiency	Points Available	Points Claimed	Status	Notes
601 QUALITY OF CONSTRUCTION MATERIALS AND WASTE						
601.0		601.0 Intent. Design and construction practices that minimize the environmental impact of the building materials are incorporated, environmentally efficient building systems and materials are incorporated, and waste generated during construction is reduced.				
601.1		601.1 Conditioned floor area. Finished floor area of a dwelling unit or sleeping unit is limited. Finished floor area is calculated in accordance with ANSI Z765 for single family and ANSI/BOMA Z65.4 for multifamily buildings. Only the finished floor area for stories above grade plane is included in the calculation. [For every 100 square feet (9.29 m2) over 4,000 square feet (372 m2), one point is to be added to rating level points shown in Table 303, Category 7 for each rating level.]		12		
	(1)	less than or equal to 700 square feet (65 m^2)	14			
	(2)	less than or equal to 1,000 square feet (93 m^2)	12			
	(3)	less than or equal to 1,500 square feet (139 m^2)	9			
	(4)	less than or equal to 2,000 square feet (186 m^2)	6			
	(5)	less than or equal to 2,500 square feet (232 m^2)	3			
	(6)	greater than 4,000 square feet (372 m^2)	N/A			
		(For every 100 square feet (9.29 m^2) over 4,000 square feet (372 m^2), one point is to be added to rating level points shown in Table 303, Category 7 for each rating level.)				
		Multifamily Building Note: For a multifamily building, a weighted average of the individual unit sizes is used for this practice.				
601.2		601.2 Material usage. Structural systems are designed or construction techniques are implemented that reduce and optimize material usage.				
	(1)	Minimum structural member or element sizes necessary for strength and stiffness in accordance with advanced framing techniques or structural design standards are selected.	3	0	☐	
	(2)	Higher-grade or higher-strength of the same materials than commonly specified for structural elements and components in the building are used and element or component sizes are reduced accordingly.	3	0	☐	
	(3)	Performance-based structural design is used to optimize lateral force-resisting systems.	3	0	☐	
601.3		601.3 Building dimensions and layouts. Building dimensions and layouts are designed to reduce material cuts and waste. This practice is used for a minimum of 80 percent of the following areas:				
	(1)	floor area	3	0	☐	
	(2)	wall area	3	0	☐	
	(3)	roof area	3	0	☐	
	(4)	cladding or siding area	3	0	☐	
	(5)	penetrations or trim area	1	0	☐	
601.4		601.4 Framing and structural plans. Detailed framing or structural plans, material quantity lists and on-site cut lists for framing, structural materials, and sheathing materials are provided.	4	0	☐	
601.5		601.5 Prefabricated components. Precut or preassembled components, or panelized or precast assemblies are utilized for a minimum of 90 percent for the following system or building:	13 Max			
	(1)	floor system	4	4	☑	See structural
	(2)	wall system	4	0	☐	
	(3)	roof system	4	4	☑	See structural
	(4)	modular construction for the entire building located above grade	13	0	☐	
	(5)	manufactured home construction for the entire building located above grade	13	0	☐	
601.6		601.6 Stacked stories. Stories above grade are stacked, such as in 1½-story, 2-story, or greater structures. The area of the upper story is a minimum of 50 percent of the area of the story below based on areas with a minimum ceiling height of 7 feet (2,134 mm).	8 Max	6	from overview: 3 story bldg.	
	(1)	first stacked story	4			
	(2)	for each additional stacked story	2			
601.7		601.7 Prefinished materials. Prefinished building materials or assemblies listed below have no additional site-applied finishing material are installed.	12 Max	3		Windows, flooring, and stone veneer.
		(Points awarded for each type of material or assembly.)				
	(a)	interior trim not requiring paint or stain				
	(b)	exterior trim not requiring paint or stain				
	(c)	window, skylight, and door assemblies not requiring paint or stain on one of the following surfaces:			35% to less than 50%	
		i. exterior surfaces				
		ii. interior surfaces				
	(d)	interior wall coverings or systems, floor systems, and/or ceiling systems not requiring paint or stain or other type of finishing application			35% to less than 50%	
	(e)	exterior wall coverings or systems, floor system, and/or ceiling systems not requiring paint or stain or other type of finishing application			35% to less than 50%	
	(1)	90 percent or more of the installed building materials or assemblies listed above:	5			
	(2)	50 percent to less than 90 percent of the installed building material or assembly listed above:	2			
	(3)	35 percent to less than 50 percent of the installed building material or assembly listed above:	1			
601.8		601.8 Foundations. A foundation system that minimizes soil disturbance, excavation quantities, and material usage, such as frost-protected shallow foundations, isolated pier and pad foundations, deep foundations, post foundations, or helical piles is selected, designed, and constructed. The foundation is used on 50 percent or more of the building footprint.	3	0	☐	
		NOTE: Indicate in the assigned Notes area the type designed and constructed: frost-protected shallow foundations, pier and pad foundations, post foundations, or other similar foundation type.				

602 ENHANCED DURABILITY AND REDUCED MAINTENANCE

602.0		602.0 Intent. Design and construction practices are implemented that enhance the durability of materials and reduce in-service maintenance.				
602.1		602.1 Moisture Management – Building Envelope				
602.1.1		602.1.1 Capillary breaks				
602.1.1.1		602.1.1.1 A capillary break and vapor retarder are installed at concrete slabs in accordance with ICC IRC Sections R506.2.2 and R506.2.3 or ICC IBC Sections 1907 and 1805.4.1.	Mandatory		Met	
602.1.1.2		602.1.1.2 A capillary break between the footing and the foundation wall is provided to prevent moisture migration into foundation wall.	3	0	☐	
602.1.2		602.1.2 Foundation waterproofing. Enhanced foundation waterproofing is installed using one or both of the following:	4	0		
	(1)	rubberized coating, or			☐	
	(2)	drainage mat			☐	
602.1.3		602.1.3 Foundation drainage				
602.1.3.1		602.1.3.1 Where required by the ICC IRC or IBC for habitable and usable spaces below grade, exterior drain tile is installed.	N/A		☐	
602.1.3.2		602.1.3.2 Interior and exterior foundation perimeter drains are installed and sloped to discharge to daylight, dry well, or sump pit.	4	0	☐	
602.1.4		602.1.4 Crawlspaces				
602.1.4.1		602.1.4.1 Vapor retarder in unconditioned vented crawlspace is in accordance with the following, as applicable. Joints of vapor retarder overlap a minimum of 6 inches (152 mm) and are taped.				
	(1)	Floors. Minimum 6 mil vapor retarder installed on the crawlspace floor and extended at least 6 inches up the wall and is attached and sealed to the wall.	6	0	☐	
	(2)	Walls. Dampproof walls are provided below finished grade.	N/A			
602.1.4.2		602.1.4.2 Crawlspace that is built as a conditioned area is sealed to prevent outside air infiltration and provided with conditioned air at a rate not less than 0.02 cfm (.009 L/s) per square foot of horizontal area and one of the following is implemented:				
	(1)	a concrete slab over 6 mil polyethylene sheeting. Or other Class I vapor retarder installed in accordance with Section 408.3 or Section 506 of the International Residential Code	8	0	☐	
	(2)	6 mil polyethylene sheeting, or other Class I vapor retarder installed in accordance with Section 408.3 or Section 506 of the International Residential Code	N/A			
602.1.5		602.1.5 Termite barrier. Continuous physical foundation termite barrier provided: See Figure 6(3)			termite infest. prob.:	
	(1)	In geographic areas that have moderate to heavy infestation potential in accordance with figure 6(3), a no or low toxicity treatment is also installed.	4	0	☐	
	(2)	In geographic areas that have a very heavy infestation potential in accordance with figure 6(3), in addition a low toxicity bait and kill termite treatment plan is selected and implemented.	4	0	☐	
602.1.6		602.1.6 Termite-resistant materials. In areas of termite infestation probability as defined by Figure 6(3), termite-resistant materials are used as follows: See Figure 6(3)				
	(1)	In areas of slight to moderate termite infestation probability: for the foundation, all structural walls, floors, concealed roof spaces not accessible for inspection, exterior decks, and exterior claddings within the first 2 feet (610 mm) above the top of the foundation.	2	0	☐	
	(2)	In areas of moderate to heavy termite infestation probability: for the foundation, all structural walls, floors, concealed roof spaces not accessible for inspection, exterior decks, and exterior claddings within the first 3 feet (914 mm) above the top of the foundation.	4	0	☐	
	(3)	In areas of very heavy termite infestation probability: for the foundation, all structural walls, floors, concealed roof spaces not accessible for inspection, exterior decks, and exterior claddings.	6	0	☐	
602.1.7		602.1.7 Moisture control measures				
602.1.7.1		602.1.7.1 Moisture control measures are in accordance with the following:				
	(1)	Building materials with visible mold are not installed or are cleaned or encapsulated prior to concealment and closing.	2	2	☑	D3G to confirm.
	(2)	Insulation in cavities is dry in accordance with manufacturer's instructions when enclosed (e.g., with drywall). NOTE: If "N/A" is selected, explain why in the assigned Notes area.	Mandatory 2	2	Met	D3G to confirm.
	(3)	The moisture content of lumber is sampled to ensure it does not exceed 19 percent prior to the surface and/or cavity enclosure.	4	0	☐	Potential, if needed.
602.1.7.2		602.1.7.2 Moisture content of subfloor, substrate, or concrete slabs is in accordance with the appropriate industry standard for the finish flooring to be applied.	2	0	☐	
602.1.7.3		602.1.7.3 Building envelope assemblies are designed for moisture control based on documented hygrothermal simulation or field study analysis. Hygrothermal analysis is required to incorporate representative climatic conditions, interior conditions and include heating and cooling seasonal variation.	4	0	☐	
602.1.8		602.1.8 Water-resistive barrier. Where required by the ICC, IRC, or IBC, a water-resistive barrier and/or drainage plane system is installed behind exterior veneer and/or siding. NOTE: If "N/A" is selected, explain why in the assigned Notes area.	Mandatory		Met	
602.1.9		602.1.9 Flashing. Flashing is provided as follows to minimize water entry into wall and roof assemblies and to direct water to exterior surfaces or exterior water-resistive barriers for drainage. Flashing details are provided in the construction documents and are in accordance with the fenestration manufacturer's instructions, the flashing manufacturer's instructions, or as detailed by a registered design professional.				
	(1)	Flashing is installed at all of the following locations, as applicable: (a) around exterior fenestrations, skylights, and doors (b) at roof valleys (c) at all building-to-deck, -balcony, -porch, and -stair intersections (d) at roof-to-wall intersections, at roof-to-chimney intersections, at wall-to-chimney intersections, and at parapets (e) at ends of and under masonry, wood, or metal copings and sills (f) above projecting wood trim (g) at built-in roof gutters, and (h) drip edge is installed at eave and rake edges.	Mandatory		☑	Self-adhered flashing and insulated zip-system sheathing.
	(2)	All window and door head and jamb flashing is either self-adhered flashing complying with AAMA 711-13 or liquid applied flashing complying with AAMA 714-15 and installed in accordance with fenestration or flashing manufacturer's installation instructions.	2	2	☑	Zip
	(3)	Pan flashing is installed at sills of all exterior windows and doors.	3	0	☐	Confirm.
	(4)	Seamless, preformed kickout flashing, or prefabricated metal with soldered seams is provided at all roof-to-wall intersections. The type and thickness of the material used for roof flashing including but not limited kickout and step flashing is commensurate with the anticipated service life of the roofing material.	3	0	☐	
	(5)	A rainscreen wall design as follows is used for exterior wall assemblies		4	(a)	air space between WRB and stone.
	(a)	a system designed with minimum 1/4-inch air space exterior to the water-resistive barrier, vented to the exterior at top and bottom of the wall, and integrated with flashing details. OR	4			
	(b)	a cladding material or a water-resistive barrier with enhanced drainage, meeting 75 percent drainage efficiency determined in accordance with ASTM E2273.	2			
	(6)	Through-wall flashing is installed at transitions between wall cladding materials or wall construction types.	2	0	☐	
	(7)	Flashing is installed at expansion joints in stucco walls.	2	0	☐	

602.1.10		602.1.10 Exterior doors. Entries at exterior door assemblies, inclusive of side lights (if any), are covered by one of the following methods to protect the building from the effects of precipitation and solar radiation. Either a storm door or a projection factor of 0.375 minimum is provided. Eastern- and western-facing entries in Climate Zones 1, 2, and 3, as determined in accordance with Figure 6(1) or Appendix A, have either a storm door or a projection factor of 1.0 minimum, unless protected from direct solar radiation by other means (e.g., screen wall, vegetation). This Project's Climate Zone: 4	2 per exterior door 6 Max	2	1 exterior door	The front entrance has a large overhang.
	(a)	installing a porch roof or awning				
	(b)	extending the roof overhang				
	(c)	recessing the exterior door				
	(d)	Installing a storm door				
		Note: The pedestrian door protected in a garage leading to living space does not qualify for points.				
602.1.11		602.1.11 Tile backing materials. Tile backing materials installed under tiled surfaces in wet areas are in accordance with ASTM C1178, C1278, C1288, or C1325.	Mandatory		Met	A1x - Note 7.
602.1.12		602.1.12 Roof overhangs. Roof overhangs, in accordance with Table 602.1.12, are provided over a minimum of 90 percent of exterior walls to protect the building envelope. See Table 602.1.12	4	0	☐	
602.1.13		602.1.13 Ice barrier. In areas where there has been a history of ice forming along the eaves causing a backup of water, an ice barrier is installed in accordance with the ICC IRC or IBC at roof eaves of pitched roofs and extends a minimum of 24 inches (610 mm) inside the exterior wall line of the building.	Mandatory		N/A	
602.1.14		602.1.14 Architectural features. Architectural features that increase the potential for water intrusion are avoided:				
	(1)	All horizontal ledgers are sloped away to provide gravity drainage as appropriate for the application.	Mandatory 1	1	Met	
	(2)	No roof configurations that create horizontal valleys in roof design.	2	2	☑	
	(3)	No recessed windows and architectural features that trap water on horizontal surfaces.	2	2	☑	
602.1.15		602.1.15 Kitchen and vanity cabinets. All kitchen and vanity cabinets are certified in accordance with the ANSI/KCMA A161.1 performance standard or equivalent. NOTE: Identify what product was used in the assigned Notes area.	2	0	☐	Potential - VHDA requires?
602.2		602.2 Roof surfaces. A minimum of 90 percent of roof surfaces, not used for roof penetrations and associated equipment, on-site renewable energy systems such as photovoltaics or solar thermal energy collectors, or rooftop decks, amenities and walkways, are constructed of one or more of the following:	3	0		
	(1)	products that are in accordance with the ENERGY STAR® cool roof certification or equivalent			☐	
	(2)	a vegetated roof system			☐	
	(3)	Minimum initial SRI of 78 for low-sloped roof (a slope less than 2:12) and a minimum initial SRI of 29 for a steep-sloped roof (a slope equal to or greater than 2:12). The SRI is calculated in accordance with ASTM E1980. Roof products are certified and labeled.			☐	
602.3		602.3 Roof water discharge. A gutter and downspout system or splash blocks and effective grading are provided to carry water a minimum of 5 feet (1524 mm) away from perimeter foundation walls.	4	4	☑	
602.4		602.4 Finished grade.				
602.4.1		602.4.1 Finished grade at all sides of a building is sloped to provide a minimum of 6 inches (150 mm) of fall within 10 feet (3048 mm) of the edge of the building. Where lot lines, walls, slopes, or other physical barriers prohibit 6 inches (152 mm) of fall within 10 feet (3048 mm), the final grade is sloped away from the edge of the building at a minimum slope of 2 percent.	Mandatory		☑	
602.4.2		602.4.2 The final grade is sloped away from the edge of the building at a minimum slope of 5 percent.	1	0	☐	
602.4.3		602.4.3 Water is directed to drains or swales to ensure drainage away from the structure.	1	0	☐	Underground drains?
603 REUSED OR SALVAGED MATERIALS						
603.0		603.0 Intent. Practices that reuse or modify existing structures, salvage materials for other uses, or use salvaged materials in the building's construction are implemented.				
603.1		603.1 Reuse of existing building. Major elements or components of existing buildings and structures are reused, modified, or deconstructed for later use. (Points awarded for every 200 square feet (18.5 m^2) of floor area.) NOTE: Describe materials used in the assigned Notes area. Materials, elements, or components awarded points under Section 603.1 shall not be awarded points under Section 603.2.	1 12 Max	0		
603.2		603.2 Salvaged materials. Reclaimed and/or salvaged materials and components are used. The total material value and labor cost of salvaged materials is equal to or exceeds 1 percent of the total construction cost. (Points awarded per 1% of salvaged materials used based on the total construction cost.) NOTE: Describe materials used in the assigned Notes area. Materials, elements, or components awarded points under Section 603.1 shall not be awarded points under Section 603.2.	1 9 Max	0		
603.3		603.3 Scrap materials. Sorting and reuse of scrap building material is facilitated (e.g., a central storage area or dedicated bins are provided). NOTE: Indicate in the assigned Notes area what salvage materials were sorted for reuse.	4	0	☐	
604 RECYCLED-CONTENT BUILDING MATERIALS						
604.1		604.1 Recycled content. Building materials with recycled content are used for two minor and/or two major components of the building. Enter material percent recycled content. See Table 604.1 NOTE: In the assigned Notes area, list materials used for minor and/or major building components.	per Table 604.1	0	First Minor Comp.: Second Minor Comp.: First Major Comp.: Second Major Comp.:	
605 RECYCLED CONSTRUCTION WASTE						
605.0		605.0 Intent. Waste generated during construction is recycled.				
605.1		605.1 Hazardous waste. The construction and waste management plan shall include information on the proper handling and disposal of hazardous waste. Hazardous waste is properly handled and disposed.	Mandatory		☑	Confirm with team.
605.2		605.2 Construction waste management plan. A construction waste management plan is developed, posted at the jobsite, and implemented diverting, through reuse, salvage, recycling, or manufacturer reclamation, a minimum of 50 percent (by weight) of nonhazardous construction and demolition waste from disposal. For this practice, land clearing debris is not considered construction waste. Materials used as alternative daily cover are considered construction waste and do not count toward recycling or salvaging. For buildings following the new construction path that also have a renovation component, the waste management plan includes the recycling of 95 percent of electronic waste components (such as printed circuit boards from computers, building automation systems, HVAC, fire and security control boards) by an E-Waste recycling facility. Exceptions:	6	0	☐	Potential
	(1)	Waste materials generated from land clearing, soil and sub-grade excavation and vegetative debris shall not be in the calculations.				
	(2)	A recycling facility (traditional or E-Waste) offering material receipt documentation is not available within 50 miles of the jobsite.			☐	

605.3		605.3 On-site recycling. On-site recycling measures following applicable regulations and codes are implemented, such as the following:	7	0	☐	
	(a)	Materials are ground or otherwise safely applied on-site as soil amendment or fill. A minimum of 50 percent (by weight) of construction and land-clearing waste is diverted from landfill.				
	(b)	Alternative compliance methods approved by the Adopting Entity.				
	(c)	Compatible untreated biomass material (lumber, posts, beams, etc.) are set aside for combustion if a solid fuel-burning appliance per Section 901.2.1(2) will be available for on-site renewable energy.				
605.4		605.4 Recycled construction materials. Construction materials (e.g., wood, cardboard, metals, drywall, plastic, asphalt roofing shingles, or concrete) are recycled offsite.	6 Max	0		
	(1)	a minimum of two types of materials are recycled	3			
	(2)	for each additional recycled material type	1			
	(a)	wood			☐	
	(b)	cardboard			☐	
	(c)	metals			☐	
	(d)	drywall			☐	
	(e)	plastic			☐	
	(f)	asphalt roofing shingles			☐	
	(g)	concrete			☐	
	(h)	other			☐	
	(i)	other			☐	
		NOTE: List "other" types of materials recycled in the assigned Notes area.				

606 RENEWABLE MATERIALS

606.0		606.0 Intent. Building materials derived from renewable resources are used.				
606.1		606.1 Biobased products. The following biobased products are used:				
	(a)	certified solid wood in accordance with Section 606.2				
	(b)	engineered wood				
	(c)	bamboo				
	(d)	cotton				
	(e)	cork		0		
	(f)	straw				
	(g)	natural fiber products made from crops (soy-based, corn-based)				
	(h)	other biobased materials with a minimum of 50 percent biobased content (by weight or volume)				
		Note: Please list "other biobased materials" used in the Notes field				
	(1)	Two types of biobased materials are used, each for more than 0.5 percent of the project's projected building material cost.	3			
	(2)	Two types of biobased materials are used, each for more than 1 percent of the project's projected building material cost.	6			
	(3)	For each additional biobased material used for more than 0.5 percent of the project's projected building material cost.	1 2 Max			
606.2		606.2 Wood-based products. Wood or wood-based products are certified to the requirements of one of the following:				
	(a)	American Forest Foundation's *American Tree Farm System®* (ATFS)				
	(b)	Canadian Standards Association's *Sustainable Forest Management System Standards* (CSA Z809)				
	(c)	*Forest Stewardship Council* (FSC)				
	(d)	*Program for Endorsement of Forest Certification Systems* (PEFC)				
	(e)	*Sustainable Forestry Initiative ® Program (SFI)*				
	(f)	National Wood Flooring Association's Responsible Procurement Program (RPP)				
	(g)	other product programs mutually recognized by PEFC				
	(h)	A manufacturer's fiber procurement system that has been audited by an approved agency as compliant with the provisions of ASTM D7612 as a responsible or certified source. Government or tribal forestlands whose water protection programs have been evaluated by an approved agency as compliant with the responsible source designation of ASTM D7612 are exempt from auditing in the manufacturers' fiber procurement system.			Program(s):	
	(1)	A minimum of two responsible or certified wood-based products are used for minor components of the building.	3	0		
		Note: Please list products and components in the Notes fields				
	(2)	A minimum of two responsible or certified wood-based products are used in major components of the building.	4	0		
		Note: Please list products and components in the Notes fields				
606.3		606.3 Manufacturing energy. Materials manufactured using a minimum of 33 percent of the primary manufacturing process energy derived from (1) renewable sources, (2) combustible waste sources, or (3) renewable energy credits (RECs) are used for major components of the building. (2 points awarded per material.)	6 Max	0		
		Note: Please list materials in the Notes field				

607 RECYCLING AND WASTE REDUCTION

607.1		607.1 Recycling and composting. Recycling and composting by the occupant are facilitated by one or more of the following methods:				
	(1)	A readily accessible space(s) for recyclable material containers is provided and identified on the floorplan of the house or dwelling unit or a readily accessible area(s) outside the living space is provided for recyclable material containers and identified on the site plan for the house or building. The area outside the living space shall accommodate recycling bin(s) for recyclable materials accepted in local recycling programs.	2	0	☐	Dedicated recycling bin on site?
	(2)	A readily accessible space(s) for compostable material containers is provided and identified on the floorplan of the house or dwelling unit or a readily accessible area(s) outside the living space is provided for compostable material containers and identified on the site plan for the house or building. The area outside the living space shall accommodate composting container(s) for locally accepted materials, or, accommodate composting container(s) for on-site composting.	4	0	☐	
607.2		607.2 Food waste disposers. A minimum of one food waste disposer is installed at the primary kitchen sink.	1	0	☐	Crumb cup only.

608 RESOURCE-EFFICIENT MATERIALS

608.1		608.1 Resource-efficient materials. Products containing fewer materials are used to achieve the same end-use requirements as conventional products, including but not limited to:	9 Max 3 per material	6	2 products	Roof and flooring trusses.
	(1)	lighter, thinner brick with bed depth less than 3 inches and/or brick with coring of more that 25 percent				
	(2)	engineered wood or engineered steel products				
	(3)	roof or floor trusses				
		NOTE: In the assigned Notes area, describe the types of products that comply with 608.1.				

609 REGIONAL MATERIALS

609.1		609.1 Regional materials. Regional materials are used for major and/or minor components of the building.	10 Max		# of major components:	
	(1)	Major component	2 per each component	2	1 component	Concrete for slabs and foundation.
					# of minor components:	
	(2)	Minor component	1 per each component			
		For a component to comply with this practice, a minimum of 75 percent of all products in that component category must be sourced regionally, e.g., stone veneer category – 75 percent or more of the stone veneer on a project must be sourced regionally.				
		NOTE: In the assigned Notes areas, list major and minor materials used that comply with 609.1.				

610 LIFE CYCLE ASSESSMENT

610.1		610.1 Life cycle assessment. A life cycle assessment (LCA) tool is used to select environmentally preferable products, assemblies, or, entire building designs. Points are awarded in accordance with Section 610.1.1 or 610.1.2. Only one method of analysis or tool may be utilized. The reference service life for the building is 60 years for any life cycle analysis tool. Results of the LCA are reported in the manual required in Section 1001.1 or 1002.1(1) of this Standard in terms of the environmental impacts listed in this practice and it is stated if operating energy was included in the LCA.				
		NOTE: Identify the LCA tool utilized and the person who completed the analysis.				
610.1.1		610.1.1 Whole-building life cycle assessment. A whole-building LCA is performed in conformance with ASTM E2921 using ISO14044 compliant life cycle assessment.				
	(1)	Execute LCA at the whole building level through a comparative analysis between the final and reference building designs as set forth under Standard Practice, ASTM E2921. The assessment criteria includes the following environmental impact categories:			☐	
		(a) Primary energy use (b) Global warming potential (c) Acidification potential (d) Eutrophication potential (e) Ozone depletion potential (f) Smog potential	8	0		
	(2)	Execute LCA on regulated loads throughout the building operations life cycle stage. Conduct simulated energy performance analyses in accordance with Section 702.2.1 ICC IECC analysis (IECC Section 405) in establishing the comparative performance of final versus reference building designs. Primary energy use savings and global warming potential avoidance from simulation analyses results are determined using energy supplier, utility, or EPA electricity generation and other fuels energy conversion factors and electricity generation and other fuels emission rates for the locality or Sub-Region in which the building is located	5	0	☐	
	(3)	Execute full LCA, including use-phase, through calculation of operating energy impacts (c) – (f) using local or regional emissions factors from energy supplier, utility, or EPA.	2	0	☐	
610.1.2		610.1.2 Life cycle assessment for a product or assembly. An environmentally preferable product or assembly is selected for an application based upon the use of an LCA tool that incorporates data methods compliant with ISO 14044 or other recognized standards that compare the environmental impact of products or assemblies.	10 Max	0		
610.1.2.1		610.1.2.1 Product LCA. A product with improved environmental impact measures compared to another product(s) intended for the same use is selected. The environmental impact measures used in the assessment are selected from the following:			# of comparisons with 4 measures:	
		(a) Primary energy use (b) Global warming potential (c) Acidification potential (d) Eutrophication potential (e) Ozone depletion potential (f) Smog potential	per Table 610.1.2.1 10 Max		# of comparisons with 5 measures:	
		(Points are awarded for each product/system comparison where the selected product/system improved upon the environmental impact measures by an average of 15 percent.)				
		NOTE: List products/systems compared & impact measures considered in the assigned Notes area.				
610.1.2.2		610.1.2.2 Building assembly LCA. A building assembly with improved environmental impact measures compared to an alternative assembly of the same function is selected. The full life cycle, from resource extraction to demolition and disposal (including but not limited to on-site construction, maintenance and replacement, material and product embodied acquisition, and process and transportation energy), is assessed. The assessment includes all structural elements, insulation, and wall coverings of the assembly. The assessment does not include electrical and mechanical equipment and controls, plumbing products, fire detection and alarm systems, elevators, and conveying systems. The following types of building assemblies are eligible for points under this practice:			exterior walls:	
		(a) exterior walls (b) roof/ceiling (c) interior walls or ceilings (d) intermediate floors	per Table 610.1.2.2 10 Max		roof/ceiling:	
		The environmental impact measures used in the assessment are selected from the following:			int. walls or ceilings:	
		(a) Primary energy use (b) Global warming potential (c) Acidification potential (d) Eutrophication potential (e) Ozone depletion potential (f) Smog potential			intermediate floors:	
		(Points are awarded based on the number of types of building assemblies that improve upon environmental impact measures by an average of 15 percent.)				
		NOTE: List assemblies compared & impact measures considered in the assigned Notes area.				

611 PRODUCT DECLARATIONS

611.1		611.1 Product declarations. A minimum of 10 different products installed in the building project, at the time of certificate of occupancy, comply with one of the following sub-sections. Declarations, reports, and assessments are submitted and contain documentation of the critical peer review by an independent third party, results from the review, the reviewer's name, company name, contact information, and date of the review.	5	0		
611.1.1		611.1.1 Industry-wide declaration. A Type III industry-wide environmental product declaration (EPD) is submitted for each product. Where the program operator explicitly recognizes the EPD as representative of the product group on a National level, it is considered industry-wide. In the case where an industry-wide EPD represents only a subset of an industry group, as opposed to being industry-wide, the manufacturer is required be explicitly recognized as a participant by the EPD program operator. All EPDs are required to be consistent with ISO Standards 14025 and 21930 with at least a cradle-to-gate scope. (Each product complying with Section 611.1.1 shall be counted as one product for compliance with Section 611.1.) NOTE: List products in the assigned Notes area.			# of products:	
611.1.2		611.1.2 Product Specific Declaration. A product specific Type III EPD are submitted for each product. The product specific declaration shall be manufacturer specific for an individual product or product family. All Type III EPDs are required to be certified as complying, at a minimum, with the goal and scope for the cradle-to-gate requirements in accordance with ISO Standards 14025 and 21930. (Each product complying with Section 611.1.2 shall be counted as two products for compliance with Section 611.1.) NOTE: List products in the assigned Notes area.			# of products (not effective number):	

612 INNOVATIVE PRACTICES

612.1		612.1 Manufacturer's environmental management system concepts. Product manufacturer's operations and business practices include environmental management system concepts, and the production facility is registered to ISO 14001 or equivalent. The aggregate value of building products from registered ISO 14001 or equivalent production facilities is 1 percent or more of the estimated total building materials cost. (1 point awarded per percent.) NOTE: In the assigned Notes area, list products that comply with manufacturers and ISO registrars.	10 Max	0		
612.2		612.2 Sustainable products. One or more of the following products are used for at least 30% of the floor or wall area of the entire dwelling unit or the sleeping unit, as applicable. Products are certified by a third-party agency accredited to ISO 17065.	9 Max	0		
	(1)	50% or more of carpet installed (by square feet) is certified to NSF 140 or equivalent.	3		☐	
	(2)	50% or more of resilient flooring installed (by square feet) is certified to NSF 332 or equivalent.	3		☐	
	(3)	50% or more of the insulation installed (by square feet) is certified to UL 2985 or equivalent.	3		☐	
	(4)	50% or more of interior wall coverings installed (by square feet) is certified to NSF 342 or equivalent.	3		☐	
	(5)	50% or more of the gypsum board installed (by square feet) is certified to UL 100 or equivalent.	3		☐	
	(6)	50% or more of the door leafs installed (by number of door leafs) is certified to UL 102 or equivalent.	3		☐	
	(7)	50% or more of the tile installed (by square feet) is certified to TCNA A138.1 Specifications for Sustainable Ceramic Tiles, Glass Tiles and Tile Installation Materials or equivalent.	3		☐	
612.3		612.3 Universal design elements. Dwelling incorporates one or more of the following universal design elements. Conventional industry construction tolerances are permitted.	12 Max	6		
	(1)	Any no-step entrance into the dwelling which (1) is accessible from a substantially level parking or drop-off area (no more than 2%) via an accessible path which has no individual change in elevation or other obstruction of more than 1-1/2 inches in height with the pitch not exceeding 1 in 12 and (2) provides a minimum 32-inch wide clearance into the dwelling.	3		☑	Elevators
	(2)	Minimum 36-inch wide accessible route from the no-step entrance into at least one visiting room in the dwelling and into at least one full or half bathroom which has a minimum 32-inch clear door width and a 30-inch by 48-inch clear area inside the bathroom outside the door swing.	3		☐	Must apply to 100% of the units - confirm.
	(3)	Minimum 36-inch wide accessible route from the no-step entrance into at least one bedroom which has a minimum 32-inch clear door width.	3		☐	Must apply to 100% of the units - confirm.
	(4)	Blocking or equivalent installed in the accessible bathroom walls for future installation of grab bars at water closet and bathing fixture, if applicable.	1		☐	Must apply to 100% of the units - confirm.
	(5)	All interior and exterior door handles are levers rather than knobs.	1		☑	Expected
	(6)	All sink, lavatory and showering controls that comply with ICC A117.1.	1		☑	Expected
	(7)	Interior convenience Power receptacles, communication connections (for cable, phone, Ethernet, etc.) and switches are placed between 15" and 48" above the finished floor. Additional switches to control devices and systems (such as alarms, home theaters and other equipment) not required by the local building code may be installed as desired.	1		☑	Expected
	(8)	All light switches are rocker-type switches or other similar switches that can be operated by pressing them (with assistive devices). Toggle-type switches may not be used.	1		☐	Potential - seems to be standard now.
	(9)	Any of the following can be controlled with a (wireless) mobile device such as a smartphone, tablet or laptop computer: HVAC, lighting, alarm system or door locks	1 per system [5 max]			

613 RESILIENT CONSTRUCTION

613.1		613.1 Intent. Design and construction practices developed by a licensed design professional or equivalent are implemented that enhance the resilience and durability of the structure (above building code minimum design loads) so the structure can better withstand forces generated by; flooding, snow, wind or seismic activity (as applicable) and reduce the potential for the loss of life and property.		2	base	See structural.
	(a)	Minimum structural requirements (base design). The building is designed and constructed in compliance with structural requirements in the IBC or IRC as applicable.	2			
	(b)	Enhanced resilience – 10% above base design. Design and construction practices are implemented that enhance the resilience and durability of the structure by designing and building to forces generated by; flooding, snow, wind or seismic (as applicable) that are 10% higher than the base design.	3			
	(c)	Enhanced resilience – 20% above base design.	5			
	(d)	Enhanced resilience – 30% above base design.	10			
	(e)	Enhanced resilience – 40% above base design.	12			
	(f)	Enhanced resilience – 50% above base design.	15			

END OF CHAPTER 6

CLICK TO PROCEED TO CHAPTER 7 >>

	Current Chapter level: Gold	Total Points: 72			
	Points away from: Bronze: 0, Silver: 0, Gold: 0, Emerald: N/A				
	Add'l pts earned above: Bronze: 42, Silver: 27, Gold: 12, Emerald: N/A				
	Total Chapter Points needed for: Bronze: 30, Silver: 45, Gold: 60, Emerald: N/A				© Home Innovation Research Labs, Inc., 2020. All rights reserved.
	Revision Date: 10/1/2025				

Coding

Practice #	Chapter 7: Energy Efficiency	Points Available	Points Claimed	Status	Notes
701 MINIMUM ENERGY EFFICIENCY REQUIREMENTS					
701.1	701.1 Mandatory requirements. The building shall comply with Section 702 (Performance Path), Section 703 (Prescriptive Path), or Section 704 (ERI Target Path). Items listed as "mandatory" in Section 701.4 apply to all Paths. Unless otherwise noted, buildings in the Tropical Climate Zone shall comply with Climate Zone 1 requirements.			Select Path: Alt Bronze, Silver, Gold	
	Please indicate energy modeler's professional credential and, in the notes field, their name. When selecting "Other," enter professional credentials (e.g., engineer, architect) within the notes field.			Modeler's Credential: HERS Rater	Kevin Robicheau 8611030
701.1.1	701.1.1 Minimum Performance Path requirements. A building complying with § 702 shall include a minimum of two practices from § 705, or a minimum of one practice from § 705 and a minimum of one practice from § 706.				
701.1.2	701.1.2 Minimum Prescriptive Path requirements. A building complying with § 703 shall obtain a minimum of 30 points from § 703 and shall include a minimum of two practices from § 705, or a minimum of one practice from § 705 and a minimum of one practice from § 706.				
701.1.3	701.1.3 ERI Target Path requirements. A building complying with § 704 shall obtain a minimum of 30 points from § 704 and shall include a minimum of two practices from § 705, or a minimum of one practice from § 705 and a minimum of one practice from § 706.				
701.1.4	701.1.4 Alternative bronze and silver level compliance. As an alternative, any building that qualifies as an ENERGY STAR Version 3.0 Certified Home or ENERGY STAR Multifamily High Rise Version 1.0 Rev. 03 building or demonstrates compliance with the 2018 IECC or Chapter 11 of the 2018 IRC achieves the bronze level for Chapter 7. As an alternative, any building that qualifies as an ENERGY STAR Version 3.1 Certified Home or ENERGY STAR Multifamily High Rise Version 1.0 Rev. 03 (with the baseline at ASHRAE 90.1-2010) building achieves the silver level for Chapter 7. As an alternative in the Tropical Climate Zone, any building that meets all of the requirements in IECC Section R401.2.1 (Tropical Zone) achieves the silver level for Chapter 7. The buildings achieving compliance under Section 701.1.4 are not eligible for achieving a rating level above silver.		60	Alternative: Alt Gold Option: ES MFNC v1.2 Per interpretation, HI recognizes ES MFNC v1.1 for Alt Silver and ES MFNC v1.2 or ES v3.2 for Alt Gold.	
701.1.6	701.1.6 Alternative gold level compliance for tropical zones. One- or two-family dwelling in the tropical zone at an elevation less than 2,400 feet (731.5 m) above sea level that complies with the following shall achieve the gold level for chapter 7:				
(1)	The residence complies with IECC Tropical Zone than section R401.2.1.	N/A		☐	
(2)	The residence includes a minimum of 2 kW of PV and a minimum of 6 kWh of battery storage.	N/A		☐	
(3)	Any air conditioning has a minimum of 18 SEER.	N/A			
(4)	Solar, wind or other renewable energy source supplies not less than 90 percent of the energy for service water heating.	N/A		☐	
(5)	Glazing in conditioned spaces has a solar heat gain coefficient of less than or equal to 0.25, or has an overhang with a projection factor equal to or greater than 0.30.	N/A			
(6)	The exterior roof/ceiling complies with at least two of the following:				
(a)	Minimum roof reflectance and emittance in IECC Table C402.3	N/A		☐	
(b)	Roof or ceiling has insulation with an R-value of R-15 or greater	N/A		☐	
(c)	Includes a radiant barrier	N/A		☐	
(7)	Walls comply with at least one of the following:				
(a)	Walls have an overhang with a projection factor equal to or greater than 0.30	N/A		☐	
(b)	Walls have insulation with an R-value of R-13 or greater	N/A		☐	
(c)	Walls have a solar reflectance of 0.64	N/A		☐	
(8)	A ceiling fan is provided for bedrooms and the largest space that is not used as a bedroom; alternately a whole house fan is provided.	N/A		☐	
(9)	Wiring sufficient for a Level 2 (208/240V 40-80 amp) electric vehicle charging station is installed on the building site.	N/A		☐	
701.2	701.2 Emerald level points. The Performance Path (Section 702) or the ERI Target Path (Section 704) shall be used to achieve the emerald level.	Emerald Not Available			
701.3	701.3 Adopting Entity review. A review by the Adopting Entity or designated third party shall be conducted to verify design and compliance with Chapter 7.			☐	
	NOTE: List the reviewer in the assigned Notes field.				
701.4	701.4 Mandatory practices.				
701.4.1	701.4.1 HVAC systems.				
701.4.1.1	701.4.1.1 HVAC system sizing. Space heating and cooling system is sized according to heating and cooling loads calculated using ACCA Manual J, or equivalent. Equipment is selected using ACCA Manual S or equivalent.	N/A		☐	
701.4.1.2	701.4.1.2 Radiant and hydronic space heating. Where installed as a primary heat source in the building, radiant or hydronic space heating system is designed, installed, and documented, using industry-approved guidelines and standards (e.g., ACCA Manual J, AHRI I=B=R, ACCA 5 QI-2010, or an accredited design professional's and manufacturer's recommendations).	N/A			
701.4.2	701.4.2 Duct systems.				
701.4.2.1	701.4.2.1 Duct air sealing. Ducts are air sealed. All duct sealing materials are in conformance with UL 181A or UL 181B specifications and are installed in accordance with manufacturer's instructions.	N/A		☐	
701.4.2.2	701.4.2.2 Ducts and Plenums. Building framing cavities are not used as ducts or plenums.	N/A		☐	
701.4.2.3	701.4.2.3 Duct system sizing. Duct system is sized and designed in accordance with ACCA Manual D or equivalent.	N/A		☐	

701.4.3		701.4.3 Insulation and air sealing.			
701.4.3.1		701.4.3.1 Building Thermal Envelope Air Sealing. The building thermal envelope is durably sealed to limit infiltration. The sealing methods between dissimilar materials allow for differential expansion and contraction. The following are caulked, gasketed, weather-stripped or otherwise sealed with an air barrier material, suitable film, or solid material:		701.4.3.3 Exception: ☐	
	(a)	All joints, seams and penetrations.	N/A		
	(b)	Site-built windows, doors, and skylights.			
	(c)	Openings between window and door assemblies and their respective jambs and framing.			
	(d)	Utility penetrations.			
	(e)	Dropped ceilings or chases adjacent to the thermal envelope.			
	(f)	Knee walls.			
	(g)	Walls, ceilings, and floors separating conditioned spaces from unconditioned.			
	(h)	Behind tubs and showers on exterior walls.			
	(i)	Common walls between dwelling units or sleeping units.			
	(j)	Attic access openings.			
	(k)	Joints of framing members at rim joists.			
	(l)	Top and bottom plates.			
	(m)	Other sources of infiltration.			
701.4.3.2		701.4.3.2 Air barrier, air sealing, building envelope testing, and insulation. Building envelope air barrier, air sealing envelope tightness, and insulation installation is verified to be in accordance with this Section and Section 701.4.3.2.1. Insulation installation other than Grade 1 is not permitted.	N/A		
	(1)	Testing. Building envelope tightness is tested. Testing is conducted in accordance with ASTM E-779 using a blower door at a test pressure of 1.04 psf (50 Pa). Testing is conducted after rough-in and after installation of penetrations of the building envelope, including penetrations for utilities, plumbing, electrical, ventilation, and combustion appliances. Testing is conducted under the following conditions:		ACH50: ☐ ELR: ☐	
	(a)	Exterior windows and doors, fireplace and stove doors are closed, but not sealed;			
	(b)	Dampers are closed, but not sealed, including exhaust, intake, makeup air, backdraft and flue dampers;			
	(c)	Interior doors are open;			
	(d)	Exterior openings for continuous ventilation systems and heat recovery ventilators are closed and sealed;			
	(e)	Heating and cooling systems are turned off;			
	(f)	HVAC duct terminations are not sealed; and			
	(g)	Supply and return registers are not sealed.			
		Multifamily Building Note: Testing by dwelling units, sleeping units, groups of dwelling units, groups of sleeping units, or the building as a whole is acceptable.			
	(2)	Visual inspection. The air barrier and insulation items listed in Table 701.4.3.2(2) are field verified by visual inspection. See Table 701.4.3.2(2)		☐	
701.4.3.2.1		701.4.3.2.1 Grade I insulation installations. Field-installed insulation products to ceilings, walls, floors, band joists, rim joists, conditioned attics, basements, and crawlspaces, except as specifically noted, are verified as Grade I by a third-party are in accordance with the following:	N/A	☐	
	(1)	Inspection is conducted before insulation is covered.			
	(2)	Air-permeable insulation is enclosed on all six sides and is in substantial contact with the sheathing material on one or more sides (interior or exterior) of the cavity. Air permeable insulation in ceilings is not required to be enclosed when the insulation is installed in substantial contact with the surfaces it is intended to insulate.			
	(3)	Cavity insulation uniformly fills each cavity side-to-side and top-to-bottom, without substantial gaps or voids around obstructions (such as blocking or bridging).			
	(4)	Cavity insulation compression or incomplete fill amounts to 2 percent or less, presuming the compressed or incomplete areas are a minimum of 70 percent of the intended fill thickness; occasional small gaps are acceptable.			
	(5)	Exterior rigid insulation has substantial contact with the structural framing members or sheathing materials and is tightly fitted at joints.			
	(6)	Cavity insulation is split, installed, and/or fitted tightly around wiring and other services.			
	(7)	Exterior sheathing is not visible from the interior through gaps in the cavity insulation.			
	(8)	Faced batt insulation is permitted to have side-stapled tabs, provided the tabs are stapled neatly with no buckling, and provided the batt is compressed only at the edges of each cavity, to the depth of the tab itself.			
	(9)	Where properly installed, ICFs, SIPs, and other wall systems that provide integral insulation are deemed in compliance with this section.			
701.4.3.3		701.4.3.3 Multifamily air leakage alternative. Multifamily buildings four or more stories in height and in compliance with IECC section C402.5 (Air leakage-thermal envelope) are deemed to comply with Sections 701.4.3.1 and 701.4.3.2.		See 701.4.3.1	
701.4.3.4		701.4.3.4 Fenestration air leakage. Windows, skylights and sliding glass doors have an air infiltration rate of no more than 0.3 cfm per square foot (1.5 L/s/m2), and swinging doors no more than 0.5 cfm per square foot (2.6 L/s/m2), when tested in accordance with NFRC 400 or AAMA/WDMA/CSA 101/I.S.2/A440 by an accredited, independent laboratory and listed and labeled. For site-built fenestration, a test report by an accredited, independent laboratory verifying compliance with the applicable infiltration rate shall be submitted to demonstrate compliance with this practice. This practice does not apply to field-fabricated fenestration products. Exception: For Tropical Zones Only, Jalousie windows are permitted to be used as a conditioned space boundary and shall have an air infiltration rate of not more than 1.3 cfm per square foot.	N/A	☐	
701.4.3.5		701.4.3.5 Lighting in building thermal envelope. Luminaires installed in the building thermal envelope which penetrate the air barrier are sealed to limit air leakage between conditioned and unconditioned spaces. All luminaires installed in the building thermal envelope which penetrate the air barrier are IC-rated and labeled as meeting ASTM E283 when tested at 1.57 psf (75 Pa) pressure differential with no more than 2.0 cfm (0.944 L/s) of air movement from the conditioned space to the ceiling cavity. All luminaires installed in the building thermal envelope which penetrate the air barrier are sealed with a gasket or caulk between the housing and the interior of the wall or ceiling covering.	N/A		
701.4.4		701.4.4 High-efficacy lighting. Lighting efficacy in dwelling units or sleeping units is in accordance with one of the following:	N/A		
	(1)	A minimum of 75 percent of the total hard-wired lighting fixtures or the bulbs in those fixtures qualify as high efficacy or equivalent		☐	
	(2)	Lighting power density, measured in watts/square foot, is 1.1 or less.		☐	
701.4.5		701.4.5 Boiler piping. Boiler piping in unconditioned space supplying and returning heated water or steam is insulated.	N/A	☐	

702 PERFORMANCE PATH

702.1	702.1 Point allocation. Points from Section 702 (Performance Path) shall not be combined with points from Section 703 (Prescriptive Path) or Section 704 (ERI Target Path).				
702.2	702.2 Energy performance levels.				
702.2.1	702.2.1 ICC IECC analysis. Energy efficiency features are implemented to achieve energy cost or source energy performance that meets the ICC IECC. A documented analysis using software in accordance with ICC IECC, Section R405, or ICC IECC Section C407.2 through C407.5, applied as defined in the ICC IECC, is required.	N/A		☐	
702.2.2	702.2.2 Energy performance analysis. Energy savings levels above the ICC IECC are determined through an analysis that includes improvements in building envelope, air infiltration, heating system efficiencies, cooling system efficiencies, duct sealing, water heating system efficiencies, lighting, appliances, and on-site renewable energy. Points are assigned using the following formula: Points = 30 + (percent above NGBS Reference Home) * 2 Multifamily Building Note: Modeling is completed building-wide using one of the following methods: whole building energy modeling, a unit-by-unit approach, or a building average of a unit-by-unit approach.	Points per formula	0	Percent above NGBS Reference Home:	
702.2.3	702.2.3 Tropical standard reference design. For the Tropical Climate Zone, the standard reference design shall use the specifications in IECC Section R401.2.1 (Tropical Zone).				

703 PRESCRIPTIVE PATH

703.1	703.1 Mandatory practices.	30	0		
703.1.1	703.1.1 Building thermal envelope compliance. The building thermal envelope is in compliance with Section 703.1.1.1 or 703.1.1.2. Exception: Section 703.1.1 is not required for Tropical Climate Zone.	N/A			
703.1.1.1	703.1.1.1 Maximum UA and SHGC. For IECC residential buildings, the total building UA is less than or equal to the total maximum UA as computed by ICC IECC Section R402.1.5. The SHGC requirements for fenestration in Table R402.1.2 are also met. For IECC commercial buildings, the total UA is less than or equal to the sum of the UA for ICC IECC Tables C402.1.4 and C402.4, including the U-factor times the area and C-factor or F-factor times the perimeter. The SHGC requirements for fenestration in Table C402.4 are also met. The total UA proposed and baseline calculations are documented. REScheck or COMcheck is deemed to provide UA calculation documentation.				
703.1.1.2	703.1.1.2 Prescriptive R-values and fenestration requirements. The building thermal envelope is in accordance with the insulation and fenestration requirements of ICC IECC Table R402.1.2 or Tables C402.1.3. The fenestration U-factors and SHGC's are in accordance with Table 703.2.5.1 or ICC IECC Table C402.4.				
703.1.2	703.1.2 Building envelope leakage. The building thermal envelope is in accordance with ICC IECC R402.4.1.2 or C402.5 as applicable. Exception: Section 703.1.2 is not required for Tropical Climate Zone	N/A		☐	
703.1.3	703.1.3 Duct Testing. The duct system is in accordance with ICC IECC R403.3.2 through R403.3.5 as applicable.	N/A		Rough-In Test: Postconstruction Test:	
703.2	703.2 Building envelope				
703.2.1	703.2.1 UA improvement. The total building thermal envelope UA is less than or equal to the baseline total UA resulting from the U-factors provided in Table 703.2.1(a) or ICC IECC Tables C402.1.4 and C402.4, as applicable. Where insulation is used to achieve the UA improvement, the insulation installation is in accordance with Grade 1 meeting Section 701.4.3.2.1 as verified by a third-party. Total UA is documented using a RESCheck, COMCheck, or equivalent report to verify the baseline and the UA improvement. See Table 703.2.1(a)	Per Table 703.2.1(b)	0	☐ UA Improvement:	
703.2.2	703.2.2 Mass walls. More than 75 percent of the above-grade exterior opaque wall area of the building is mass walls.	Per Table 703.2.2	0	Mass thickness:	
703.2.3	703.2.3 A radiant barrier with an emittance of 0.05 or less is used in the attic. The product is tested in accordance with ASTM C1371 and installed in accordance with the manufacturer's instructions.	1	0	☐	
703.2.4	703.2.4 Building envelope leakage. The maximum building envelope leakage rate is in accordance with Table 703.2.4a or Table 703.2.4b and whole building ventilation is provided in accordance with Section 902.2.1.	Per Table 703.2.4a or 703.2.4b	0	Air leakage from 701.4.3.2 or 705.6.2.1: 0.00	
703.2.5	703.2.5 Fenestration				
703.2.5.1	703.2.5.1 NFRC-certified (or equivalent) U-factor and SHGC of windows, exterior doors, skylights, and tubular daylighting devices (TDDs) on an area-weighted average basis do not exceed the values in Table 703.2.5.1. Area weighted averages are calculated separately for the categories of 1) windows and exterior doors and 2) skylights and tubular daylighting devices (TDDs). Decorative fenestration elements with a combined total maximum area of 15 square feet (1.39 m2) or 10 percent of the total glazing area, whichever is less, are not required to comply with this practice. See Table 703.2.5.1	N/A			
703.2.5.1.1	703.2.5.1.1 Dynamic glazing. Dynamic glazing is permitted to satisfy the SHGC requirements of Table 703.2.5.1 provided the ratio of the higher to lower labeled SHGC is greater than or equal to 2.4 and the dynamic glazing is automatically controlled to modulate the amount of solar gain into the space in multiple steps. Fenestration with dynamic glazing is considered separately from other fenestration and area-weighted averaging with fenestration that does not use dynamic glazing is not permitted. Dynamic glazing is not required to be automatically controlled or comply with minimum SHGC ratio when both the lower and higher labeled SHGC already comply with the requirements of Table 703.2.5.1.				
703.2.5.2	703.2.5.2 The NFRC-certified (or equivalent) U-factor and SHGC of windows, exterior doors, skylights, and tubular daylighting devices (TDDs) are in accordance with Table 703.2.5.2(a), (b), or (c). Decorative fenestration elements with a combined total maximum area of 15 square feet (1.39 m^2) or 10 percent of the total glazing area, whichever is less, are not required to comply with this practice.	Per Table 703.2.5.2(a) or 703.2.5.2(b) or 703.2.5.2(c)	0		
	(a) Table 703.2.5.2(a)	3			
	(b) Table 703.2.5.2(b)	4			
	(c) Table 703.2.5.2(c)	6			
703.2.5.2.1	703.2.5.2.1 Dynamic glazing. Dynamic glazing is permitted to satisfy the SHGC requirements of Tables 703.2.5.2(a), 703.2.5.2(b), and 703.2.5.2(c) provided the ratio of the higher to lower labeled SHGC is greater than or equal to 2.4, and the dynamic glazing is automatically controlled to modulate the amount of solar gain into the space in multiple steps. Fenestration with dynamic glazing is considered separately from other fenestration, and area-weighted averaging with fenestration that does not use dynamic glazing is not permitted. Dynamic glazing is not required to be automatically controlled or comply with minimum SHGC ratio when both the lower and higher labeled SHGC already comply with the requirements of Tables 703.2.5.2(a), 703.2.5.2(b), and 703.2.5.2(c).				

703.3		HVAC equipment efficiency				
703.3.0		703.3.0 Multiple heating and cooling systems. For multiple heating or cooling systems in one home, practices 703.3.1 through 703.3.6 apply to the system that supplies 80% or more of the total installed heating or cooling capacity. Where multiple systems each serve less than 80% of the total installed heating or cooling capacity, points under Sections 703.3.1 through 703.3.6 are awarded either for the system eligible for the fewest points or the weighted average of the systems. The weighted average shall be calculated in accordance with the following equation and be based upon the efficiency and capacity of the equipment as selected in accordance with ACCA Manual S with it loads calculated in accordance with ACCA Manual J. Weighted Average = $[(E_{unit\ 1}*C_{unit\ 1})+(E_{unit\ 2}*C_{unit\ 2})+...+(E_{unit\ n}*C_{unit\ n})] / (C_{unit\ 1}+C_{unit\ 2}+...+C_{unit\ n})$ where: E = Rated AHRI efficiency for unit C = Rated heating or cooling capacity for unit *n* = Unit count			multiple heating sys.? multiple cooling sys.?	
703.3.1		703.3.1 Combination space heating and water heating system (combo system) is installed using either a coil from the water heater connected to an air handler to provide heat for the building, dwelling unit or sleeping unit, or a space heating boiler using an indirect-fired water heater. Devices have a minimum combined annual efficiency of 0.80 and a minimum water heating recovery efficiency of 0.87.	4	0	☐	
703.3.2		703.3.2 Furnace and/or boiler efficiency is in accordance with one of the following:				
	(1)	Gas and propane heaters:		0	Min. or Average AFUE:	
		≥90% AFUE	6			
		≥92% AFUE	7			
		≥94% AFUE	9			
		≥96% AFUE	10			
		≥98% AFUE	11			
	(2)	Oil furnace:		0	Min. or Average AFUE:	
		≥85% AFUE	3			
		≥90% AFUE	6			
	(3)	Gas boiler:		0	Min. or Average AFUE:	
		≥85% AFUE	2			
		≥90% AFUE	4			
		≥94% AFUE	5			
		≥96% AFUE	6			
	(4)	Oil boiler:		0	Min. or Average AFUE:	
		≥85% AFUE	3			
		≥90% AFUE	5			
703.3.3		703.3.3 Heat pump heating efficiency is in accordance with Table 703.3.3(1) or Table 703.3.3(2) or Table 703.3.3(3). Refrigerant charge is verified for compliance with manufacturer's instructions utilizing a method in Section 4.3 of ACCA 5 QI-2010.				
	(1)	Electric Heat Pump Heating		0	Min. or Average HSPF:	
		≥8.5 HSPF	2			
		≥9.0 HSPF	5			
		≥9.5 HSPF	7			
		≥10.0 HSPF	10			
		≥12.0 HSPF	11		Min. or Average HSPF:	
	(2)	Electric Heat Pump Heating for Multifamily Buildings Four or More Stories in Height	8	0		
					Min. or Average COP:	
	(3)	Gas Engine-Driven Heat Pump Heating (≥1.3 COP at 47°F)	14	0		
703.3.4		703.3.4 Cooling efficiency is in accordance with Table 703.3.4(1) or Table 703.3.4(2). Refrigerant charge is verified for compliance with manufacturer's instructions utilizing a method in Section 4.3 of ACCA 5 QI-2010.				
	(1)	Electric Air Conditioner and Heat Pump Cooling		0	Min. or Average SEER:	
		≥15 SEER	1			
		≥17 SEER	3			
		≥19 SEER	6			
		≥21 SEER	8			
		≥25 SEER	10			
	(*)	Tropical Climate Zone: None of the occupied space is air conditioned and ceiling fans are provided for bedrooms and the largest space which is not used as a bedroom.	20	0	☐	
					Min. or Average COP:	
	(2)	Gas Engine-Driven Heat Pump Cooling (≥1.2 COP at 95°F)	1	0		
703.3.5		703.3.5 Water source cooling and heating efficiency is in accordance with Table 703.3.5. Refrigerant charge is verified for compliance with manufacturer's instructions utilizing a method in Section 4.3 of ACCA 5 QI-2010. ≥15 SEER, ≥4.0 COP	30	0	☐	
703.3.6		703.3.6 Ground source heat pump is installed by a Certified Geothermal Service Contractor in accordance with Table 703.3.6. Refrigerant charge is verified for compliance with manufacturer's instructions utilizing a method in Section 4.3 of ACCA 5 QI-2010.		0	Min. or Average EER:	
		≥16 EER, ≥3.6 COP	16			
		≥24 EER, ≥4.3 COP	31			
		≥28 EER, ≥4.8 COP	42			
703.3.7		703.3.7 ENERGY STAR, or equivalent, ceiling fans are installed. (Points awarded per building.) Note for Tropical Climate Zone and Climate Zones 2B, 3B, and 4B: points awarded per fan where AC is not installed in the dwelling unit or sleeping unit (Max 8 points), and where points awarded in Section 703.3.8 for these specific climate zones, points shall not be awarded in Section 703.3.7 NOTE: For multi-unit buildings, each dwelling unit must comply to claim this point.	1	0	☐ # of fans:	
703.3.8		703.3.8 Whole-building or whole-dwelling unit or whole-sleeping unit fan(s) with insulated louvers and a sealed enclosure is installed. (Points awarded per building.) NOTE: For multi-unit buildings, each dwelling unit must have compliant whole-dwelling unit fans installed to claim these points.	3	0	☐	
703.4		703.4 Duct Systems				
703.4.1		703.4.1 All space heating is provided by a system(s) that does not include air ducts. (No points awarded for multifamily buildings four or more stories in height.)	6	0	☐	
703.4.2		703.4.2 All space cooling is provided by a system(s) that does not include air ducts. (No points awarded for multifamily buildings four or more stories in height.)	2	0	☐	
703.4.3		703.4.3 Ductwork is in accordance with all of the following:	8	0		
	(1)	Building cavities are not used as return ductwork.			☐	
	(2)	Heating and cooling ducts and mechanical equipment are installed within the conditioned building space.			☐	
	(3)	Ductwork is not installed in exterior walls. (No points awarded for multifamily buildings four or more stories in height.)			☐	
703.4.4		703.4.4 Duct Leakage. The entire central HVAC duct system, including air handlers and register boots, is tested by a third party for total leakage at a pressure differential of 0.1 inches w.g. (25 Pa) and maximum air leakage is equal to or less than 6 percent of the system design flow rate or 4 cubic feet per minute per 100 square feet of conditioned floor area. (Points not awarded if points are taken under Section 705.6.2.3)		0		
	(1)	ductwork entirely outside the building's thermal envelope	3			
	(2)	ductwork entirely inside the building's thermal envelope	1			
	(3)	ductwork inside and outside the building's thermal envelope	2			

703.5		703.5 Water heating system				
703.5.1		703.5.1 Water heater Uniform Energy Factor (UEF) is in accordance with the following:			type:	
		Where multiple systems are used, points awarded based on the system with the lowest efficiency.				
		Water heater design is based on only 1 (one) water heater per dwelling unit, based on approved methods from IPC or ASPE or manufacturer specifications.				
		All table values are based on water heaters with medium water draws as defined by the US DOE text procedures (55 gallons per day).			type:	
	(1)	Gas water heating				
	(a)	Storage Water Heater, Rated Storage Volume > 20 Gallons and ≤ 55 Gallons, Medium Water Draw		0	efficiency:	
		UEF: 0.65 to <0.78	2			
		UEF: ≥0.78	3			
	(b)	Storage Water Heater, Rated Storage Volume > 55 Gallons and ≤ 100 Gallons, Medium Water Draw	1	0		
	(c)	Storage Water Heater with Input Rate Greater than 75,000 Btu/h (Commercial)		0		
		Thermal Efficiency: 0.90 to < 0.95	3			
		Thermal Efficiency: ≥0.95	4			
	(d)	Storage Water Heater with Input Rate Greater than 75,000 Btu/H (Commercial), In Buildings with High-Capacity Service Water-Heating Systems (1,000,000 Btu/h or Greater)		0		
		Thermal Efficiency: 0.92 to < 0.95	1			
		Thermal Efficiency: ≥0.95	2			
	(e)	Instantaneous Water Heater, Rated Storage Volume < 2 Gallons and Input Rate of > 50,000 Btu/h, Medium Water Draw		0		
		UEF: 0.89 to < 0.94	1			
		UEF: ≥0.94	2		type:	
	(2)	Electric water heating				
	(a)	Storage Water Heater, Rated Storage Volume ≥ 20 Gallons and ≤ 55 Gallons, Medium Water Draw		0	efficiency:	
		UEF: 0.94 to <1.0	1			
		UEF: 1.0 to <1.5	2			
		UEF: 1.5 to <2.0	2			
		UEF: 2.0 to <2.2	5			
		UEF: 2.2 to <2.5	6			
		UEF: 2.5 to <3.0	8			
		UEF: ≥3.0	11			
	(b)	Storage Water Heater, Rated Storage Volume ≥ 55 Gallons and ≤ 120 Gallons, Medium Water Draw		0		
		UEF: 2.2 to <2.5	3			
		UEF: 2.5 to <3.0	3			
		UEF: 3.0 to <3.5	4			
		UEF: ≥3.5	5			
	(c)	Electric Tabletop Water Heating (Tabletop Water Heater, Rated Storage Volume ≥ 20 Gallons and ≤ 120 Gallons, Medium Water Draw)	1	0		
	(d)	Electric Instantaneous Water Heating (Instantaneous Electric Water Heater, Rated Storage Volume < 2 Gallons, Medium Water Draw)	1	0		
	(e)	Electric Grid Enabled Water Heating (Grid Enabled Storage Water Heater, Rated Storage Volume ≥ 75 Gallons, Medium Water Draw)	2	0	efficiency:	
	(3)	Oil water heating (Oil water heating, < 50 gallons, Medium water draw)	1	0		
703.5.2		703.5.2 Desuperheater is installed by a qualified installer or is pre-installed in the factory.	7	0	☐	
703.5.3		703.5.3 Drain-water heat recovery system is installed. (Points awarded per building.)	2	0	☐	
703.5.4		703.5.4 Indirect-fired water heater storage tanks heated from boiler systems are installed.	1	0	☐	
703.5.5		703.5.5 Solar water heater. SRCC (Solar Rating & Certification Corporation) OG 300 rated, or equivalent, solar domestic water heating system is installed. Solar Energy Factor (SEF) as defined by SRCC is in accordance with Table 703.5.5(a) and Table 703.5.5(b).			type:	
					SEF:	
	(a)	Storage Water Heater, Rated Storage Volume of Backup Water Heater is ≥ 0.1 Gallon and ≤ 55 Gallons, Medium Water Draw		0		
		SEF ≥ 1.3	5			
		SEF ≥ 1.51	6			
		SEF ≥ 1.81	9			
		SEF ≥ 2.31	14			
		SEF ≥ 3.01	23			
	(b)	Storage Water Heater, Rated Storage Volume of Backup Water Heater is >55 Gallons, Medium Water Draw		0		
		SEF ≥ 1.3	5			
		SEF ≥ 1.51	7			
		SEF ≥ 1.81	10			
		SEF ≥ 2.31	16			
		SEF ≥ 3.01	23			
703.6		703.6 Lighting and appliances				
703.6.1		703.6.1 Hard-wired lighting. Hard-wired lighting is in accordance with one of the following:				
	(1)	A minimum percent (*95%*) of the total hard-wired interior luminaires or lamps qualify as ENERGY STAR, DesignLights Consortium (DLC), or applicable equivalent.	2	0	☐	
	(2)	A minimum of 80 percent of the exterior lighting wattage has a minimum efficacy of 61 lumens per watt or is solar-powered.	1	0	☐	
	(3)	In multifamily buildings, common area lighting power density (LPD) is less than 0.51 Watts per square foot.	7	0	☐	
703.6.2		703.6.2 Appliances. ENERGY STAR or equivalent appliance(s) are installed:				
	(1)	Refrigerator	1	0	☐	
	(2)	Dishwasher	1	0	☐	
	(3)	Washing machine	4	0	☐	
		Multifamily Building Note: Washing machines in ALL units must comply.				

703.7		703.7 Passive solar design			
703.7.1		703.7.1 Sun-tempered design. Building orientation, sizing of glazing, and design of overhangs are in accordance with all of the following:	4	0	☐
	(1)	The long side (or one side if of equal length) of the building faces within 20 degrees of true south.			
	(2)	Vertical glazing area is between 5 and 7 percent of the gross conditioned floor area on the south face [also see Section 703.7.1(8)] and glazing U-factors meet Table 703.2.5.2(a).			
	(3)	Vertical glazing area is less than 2 percent of the gross conditioned floor area on the west face, and glazing meets Table 703.2.5.2(a).			
	(4)	Vertical glazing area is less than 4 percent of the gross conditioned floor area on the east face, and glazing meets Table 703.2.5.2(a).			
	(5)	Vertical glazing area is less than 8 percent of the gross conditioned floor area on the north face, and glazing meets Table 703.2.5.2(a).			
	(6)	Skylights, where installed, are in accordance with the following:			
		(a) shades and insulated wells are used, and all glazing meets Table 703.2.5.2(a)			
		(b) horizontal skylights are less than 0.5 percent of finished ceiling area			
		(c) sloped skylights on slopes facing within 45 degrees of true south, east, or west are less than 1.5 percent of the finished ceiling area			
	(7)	Overhangs or adjustable canopies or awnings or trellises provide shading on south-facing glass for the appropriate climate zone in accordance with Table 703.7.1(7): See Table 703.7.1(7)			
	(8)	The south face windows have a SHGC of 0.40 or higher.			
	(9)	Return air or transfer grilles/ducts are in accordance with Section 705.4.			
		Multifamily Building Note: The site is designed such that at least 40 percent of the multifamily dwelling or sleeping units have one south facing wall (within 15 degrees) containing at least 50 percent of glazing for entire unit; Effective shading is required for passive solar control on all south facing glazing. The floor area of at least 15 feet from the south facing perimeter glazing is massive and exposed to capture solar heat during the day and reradiate at night.			
703.7.2		703.7.2 Window shading. Automated solar protection or dynamic glazing is installed to provide shading for windows.	1	0	☐
703.7.3		703.7.3 Passive cooling design. Passive cooling design features are in accordance with three or more of the following:		0	
		Points for three items:	3		
		Points for one additional item:	1		
	(1)	Exterior shading is provided on east and west windows using one or a combination of the following:			
		(a) vine-covered trellises with the vegetation separated a minimum of 1 foot (305 mm) from face of building			☐
		(b) moveable awnings or louvers			☐
		(c) covered porches			☐
		(d) attached or detached conditioned/unconditioned enclosed space that provides full shade of east and west windows (e.g., detached garage, shed, or building)			☐
	(2)	Overhangs are installed to provide shading on south-facing glazing in accordance with Section 703.7.1(7). (Points not awarded if points are taken under Section 703.7.1.)			☐
	(3)	Windows and/or venting skylights are located to facilitate cross and stack effect ventilation.			☐
	(4)	Solar reflective roof or radiant barrier is installed in climate zones 1, 2, or 3 and roof material achieves a 3-year aged criteria of 0.50.			☐
	(5)	Internal exposed thermal mass is a minimum of three inches (76 mm) in thickness. Thermal mass consists of concrete, brick, and/or tile fully adhered to a masonry base or other masonry material in accordance with one or a combination of the following:			
		(a) A minimum of 1 square foot (0.09 m^2) of exposed thermal mass of floor per 3 square feet (2.8 m^2) of gross finished floor area.			☐
		(b) A minimum of 3 square feet (2.8 m^2) of exposed thermal mass in interior walls or elements per square foot (0.09 m^2) of gross finished floor area.			☐
	(6)	Roofing material is installed with a minimum 0.75 inch (19 mm) continuous air space offset from the roof deck from eave to ridge.			☐
703.7.4		703.7.4 Passive solar heating design. In addition to the sun-tempered design features in Section 703.7.1, all of the following are implemented: Note: Points shall not be awarded in the Tropical Climate Zone.	4	0	☐
	(1)	Additional glazing, no greater than 12 percent, is permitted on the south wall. This additional glazing is in accordance with the requirements of Section 703.7.1.			
	(2)	Additional thermal mass for any room with south-facing glazing of more than 7 percent of the finished floor area is provided in accordance with the following:			
		(a) Thermal mass is solid and a minimum of 3 inches (76 mm) in thickness. Where two thermal mass materials are layered together (e.g., ceramic tile on concrete base) to achieve the appropriate thickness, they are fully adhered to (touching) each other.			
		(b) Thermal mass directly exposed to sunlight is provided in accordance with the following minimum ratios:			
		(i) Above latitude 35 degrees: 5 square feet (0.465 m^2) of thermal mass for every 1 square foot (0.0929 m^2) of south-facing glazing.			
		(ii) Latitude 30 degrees to 35 degrees: 5.5 square feet (0.51 m^2) of thermal mass for every 1 square foot (0.0929 m^2) of south-facing glazing.			
		(iii) Latitude 25 degrees to 30 degrees: 6 square feet (0.557 m^2) of thermal mass for every 1 square foot (0.0929 m^2) of south-facing glazing.			
		(c) Thermal mass not directly exposed to sunlight is permitted to be used to achieve thermal mass requirements of Section 703.7.4 (2) based on a ratio of 40 square feet (3.72 m^2) of thermal mass for every 1 square foot (0.0929 m^2) of south-facing glazing.			
	(3)	In addition to return air or transfer grilles/ducts required by Section 703.7.1(9), provisions for forced airflow to adjoining areas are implemented as needed.			
704 ERI TARGET PATH					
704.1		704.1 ERI target compliance. Compliance with the energy chapter shall be permitted to be based on the EPA National ERI Target Procedure for Energy Star Certified Homes. Points from Section 704 (ERI Target) shall not be combined with points from Section 702 (Performance Path) or Section 703 (Prescriptive Path). Dwelling ratings shall be submitted to a Rating Certification Body approved by the Adopting Entity for calculating points under this section.		0	EPA National ERI Target:
704.2		704.2 Point calculation. Points for Section 704 shall be computed based on Step "1" of the EPA National ERI Target Procedure. Points shall be computed individually for each building as follows: 30 + (Number of National ERI Points less than EnergyStar National ERI Target for that building) * 2.			ERI As Designed:

705 ADDITIONAL PRACTICES

705.2		705.2 Lighting				
705.2.1		705.2.1 Lighting controls (Percentages for point thresholds are based on lighting not required for means of egress or security lighting as defined by local building codes.)				
705.2.1.1		705.2.1.1 Interior lighting. In dwelling units or sleeping units, permanently installed interior lighting fixtures are controlled with an occupancy sensor, or dimmer:		0		
	(1)	50 percent to less than 75 percent of lighting fixtures.	1			
	(2)	A minimum of 75 percent of lighting fixtures.	2			
705.2.1.2		705.2.1.2 Exterior lighting. Photo or motion sensors are installed on 75 percent of outdoor lighting fixtures to control lighting.	1	1	☑	
705.2.1.3		705.2.1.3 Multifamily common areas.				
	(1)	In a multifamily building, occupancy sensors, or dimmers are installed in common areas (except corridors and stairwells).		0		
	(a)	50 percent to less than 75 percent of lighting fixtures.	1			
	(b)	A minimum of 75 percent of lighting fixtures.	2			
	(2)	In a multifamily building, occupancy controls are installed to automatically reduce light levels in interior corridors and exit stairwells when the space is unoccupied. Light levels are reduced by:		0		
	(a)	50 percent to less than 75 percent or to local minimum requirements	2			
	(b)	A minimum of 75 percent	3			
705.2.1.4		705.2.1.4 In a multifamily building, occupancy controls are installed to automatically reduce light levels in garages and parking structures when the space is unoccupied. Light levels are reduced by:		0		
	(1)	50 percent to less than 75 percent or to local minimum requirements	2			
	(2)	A minimum of 75 percent	3			
705.2.2		705.2.2 TDDs and skylights. A tubular daylighting device (TDD) or a skylight that meets the requirements of Table 703.2.5.2(a) is installed in rooms without windows. (Points awarded per building.)	2	0	☐	
705.2.3		705.2.3 Lighting outlets. Occupancy sensors are installed for a minimum of 80 percent of hard-wired lighting outlets in the interior living space.	1	0	☐	
705.2.4		705.2.4 Recessed luminaires. The number of recessed luminaires that penetrates the thermal envelope is less than 1 per 400 square feet (37.16 m^2) of total conditioned floor area and they are in accordance with Section 701.4.3.5.	1	0	# of luminaires: per 166892 square feet	
705.3		705.3 Induction cooktop. Induction cooktop is installed.	1	0	☐	
705.4		705.4 Return ducts and transfer grilles. Return ducts or transfer grilles are installed in every room with a door. Return ducts or transfer grilles are not required for bathrooms, kitchens, closets, pantries, and laundry rooms.	2	2	☑	ES MFNC requirement.
705.5		705.5 HVAC design and installation				
705.5.1		705.5.1 Meet one or both of the following:				
	(1)	HVAC contractor is certified by the Air Conditioning Contractors of Americas Quality Assured Program (ACCA/QA) or by an EPA-recognized HVAC Quality Installation Training Oversight Organization (H-QUITO) or equivalent.	1	0	☐ Enter name of contractor:	HQUITO required.
	(2)	HVAC installation technician(s) is certified by North American Technician Excellence, Inc. (NATE) or equivalent.	1	0	☐	
705.5.2		705.5.2 Performance of the heating and/or cooling system is verified by the HVAC contractor in accordance with all of the following:	3	0	☐	
	(1)	Start-up procedure is performed in accordance with the manufacturer's instructions.				
	(2)	Refrigerant charge is verified by super-heat and/or sub-cooling method.				
	(3)	Burner is set to fire at input level listed on nameplate.				
	(4)	Air handler setting/fan speed is set in accordance with manufacturer's instructions.				
	(5)	Total airflow is within 10 percent of design flow.				
	(6)	Total external system static does not exceed equipment capability at rated airflow.				
705.5.3		705.5.3 HVAC Design is verified by 3rd party as follows:				
	(1)	The ENERGY STAR HVAC Design and Rater Design Review Checklists are completed and correct.	3	3	☑	ENERGY STAR requirement.
	(2)	HVAC Installation is inspected and conforms to HVAC design documents and plans.	3	0	☐	
705.6		705.6 Installation and performance verification.				
705.6.1		705.6.1 Third-party on-site inspection is conducted to verify compliance with all of the following, as applicable. Minimum of two inspections are performed: one inspection after insulation is installed and prior to covering, and another inspection upon completion of the building. Where multiple buildings or dwelling units of the same model or sleeping units of the same model are built by the same builder, a representative sample inspection of a minimum of 15 percent of the buildings or dwelling units or sleeping units is permitted.	3	3	By using this tool, this project automatically qualifies for this practice.	

705.6.2		705.6.2 Testing. Testing is conducted to verify performance:				
705.6.2.1		705.6.2.1 Air leakage validation of building or dwelling units or sleeping units. A visual inspection is performed as described in 701.4.3.2(2) and air leakage testing is performed in accordance with ASTM E779 or ASTM E1827. (Points awarded only for buildings where building envelope leakage testing is not required by ICC IECC.) (Points not awarded if points are taken under Section 703.2.4)			ACH50:	
	(1)	A blower door test.	3	0	ELR:	
	(2)	Third-party verification is completed. NOTE: Specify name of person or company conducting blower door test in the assigned Notes area.	5	0	☐	
705.6.2.2		705.6.2.2 HVAC airflow testing. Balanced HVAC airflows are demonstrated by flow hood or other acceptable flow measurement tool by a third party. Test results are in accordance with the following:				
	(1)	Measured flow at each supply and return register meets or exceeds the requirements in ACCA 5 QI-2010, Section 5.2.	5	0	☐	
	(2)	Total airflow meets or exceeds the requirements in ACCA 5 QI-2010, Section 5.2. NOTE: Specify name of person or company conducting HVAC airflow test in the assigned Notes area.	3	0	☐	
705.6.2.3		705.6.2.3 HVAC duct leakage testing. One of the following is achieved: (Points awarded only where these practices are not required by IECC.) (Points not awarded if points are taken under Section 703.4.4)		0		
	(1)	Duct leakage is in accordance with IECC R403.3.3 and R403.3.4.	3			
	(2)	Duct leakage is in accordance with IECC R403.3.3 and R403.3.4, and testing is conducted by an independent third party.	5			
705.6.3		705.6.3 Insulating hot water pipes. Insulation with a minimum thermal resistance (R-value) of at least R-3 is applied to the following, as applicable: (Points awarded only where these practices are not required by IECC.)	1	0	☐ required by IECC: ☐	
	(a)	piping 3/4-inch and larger in outside diameter				
	(b)	piping serving more than one dwelling unit or sleeping unit				
	(c)	piping located outside the conditioned space				
	(d)	piping from the water heater to a distribution manifold				
	(e)	piping located under a floor slab				
	(f)	buried piping				
	(g)	supply and return piping in recirculation systems other than demand recirculation systems				
705.6.4		705.6.4 Potable hot water demand re-circulation system.				
705.6.4.1		705.6.4.1 Potable hot water demand re-circulation system is installed in a single-family unit.	1	0	☐	
705.6.4.2		705.6.4.2 Potable hot water demand re-circulation system(s) that serves every unit in a multifamily building is installed in place of a standard circulation pump and control.	2	0	☐	
705.7		705.7 In multi-unit buildings, an advanced electric and fossil fuel submetering system is installed to monitor electricity and fossil fuel consumption for each unit. The device provides consumption information on a monthly or near real-time basis. The information is available to the occupants at a minimum on a monthly basis.	1	1	☑	Individual meters
706 INNOVATIVE PRACTICES						
706.1		706.1 Energy consumption control. A whole-building or whole-dwelling unit or whole-sleeping unit device or system is installed that controls or monitors energy consumption.	3 Max	0		
	(1)	programmable communicating thermostat with the capability to be controlled remotely	1		☐	
	(2)	energy-monitoring device or system	1		☐	
	(3)	energy management control system	3		☐	
	(4)	programmable thermostat with control capability based on occupant presence or usage pattern	1		☐	
	(5)	lighting control system	1		☐	
706.2		706.2 Renewable energy service plan. Renewable energy service plan is provided as follows:				
	(1)	Builder selects a renewable energy service plan provided by the local electrical utility for interim (temporary) electric service, or purchases renewable energy certificates (RECs) to cover electricity used. The builder's local administrative office has renewable energy service or has otherwise been paired with RECs. Green-ecertified (or equivalent) is required for renewable electricity purchases.	1	0	☐	
	(2)	The buyer of the building selects one of the following renewable energy service plans provided by the utility prior to occupancy of the building with a minimum two-year commitment.		0		
	(a)	less than half of the dwelling's projected electricity and gas use is provided by renewable energy	1			
	(b)	half or more of the of the dwelling's projected electricity and gas use is provided by renewable energy	2			
706.3		706.3 Smart Appliances and Systems. Smart appliances and systems are installed as follows:		0		
		Three to five smart appliances installed	1			
		Six or more smart appliances installed	2			
		(Items (7) and (8) are permitted to count as two appliances each for the purpose of awarding points.)				
		(where points awarded in Section 706.3, points shall not be awarded in Section 706.7 and 706.9)				
	(1)	Refrigerator			☐	
	(2)	Freezer			☐	
	(3)	Dishwasher			☐	
	(4)	Clothes Dryer			☐	
	(5)	Clothes Washer			☐	
	(6)	Room Air Conditioner			☐	
	(7)	HVAC Systems			☐	
	(8)	Service Hot Water Heating Systems			☐	
706.4		706.4 Pumps.				
706.4.1		706.4.1 Pool, spa, and water features equipped with filtration pumps as follows:				
	(1)	Electronically controlled variable-speed pump(s) is installed (full load efficiency of 90 percent or greater).	1	0	☐	Potential for pool
	(2)	Electronically controlled variable-speed pump(s) is installed (full load efficiency of 90 percent or greater) in a pool	3	0	☐	
706.4.2		706.4.2 Sump pump(s) with electrically commutated motors (ECMs) or permanent split capacitor (PSC) motors is installed (full load efficiency of 90 percent or greater).	1	0	☐	

706.5		706.5 On-site renewable energy system. One of the following options is implemented				Confirm
	(1)	Building is Solar-Ready in compliance with IECC Appendix A Solar Ready Provisions.	1	0	☐ kW per 180 units:	
	(2)	An on-site renewable energy system(s) is installed on the property.	2 per kW	0	kWh of strg. per 180 units	
	(3)	An on-site renewable energy system(s) and a battery energy storage system are installed on the property.	2 per kW, 1 per 2 kWh	0		
		Points awarded shall not be combined with points for renewable energy in another section of this chapter. Points shall not be awarded for solar thermal or geothermal systems that provide space heating, space cooling, or water heating, points for these systems are awarded in § 703. Where onsite renewable energy is included in § 702 Performance Path or 704 ERI Target Path, § 706.5 shall not be awarded. The solar-ready zone roof area in #1 is area per dwelling unit. Points in item #2 and #3 shall be divided by the number of dwelling units.				
		Multifamily Building Note: Conditioned common area and non-residential space is excluded for the purpose of calculating number of units.				
706.6		706.6 Parking garage efficiency. Structured parking garages are designed to require no mechanical ventilation for fresh air requirements.	2	0	☐	
706.7		706.7 Grid-interactive electric thermal storage system. A grid-interactive electric thermal storage system is installed.				
	(1)	Grid-Interactive Water Heating System	1	0	☐	
	(2)	Grid-Interactive Space Heating and cooling System (where points awarded in Section 706.7, points shall not be awarded in Section 706.3 and 706.9)	1	0	☐	
706.8		706.8 Electrical vehicle charging station. A Level 2 (208/240V 40-80 amp) or Level 3 electric vehicle charging station is installed on the building site. (Note: Charging station shall not be included in the building energy consumption.)	2	2	☑	DOE ENH requirement.
706.9		706.9 CNG vehicle fueling station. A CNG vehicle residential fueling appliance is installed on the building site. The CNG fueling appliances shall be listed in accordance with ANSI/CSA NGV 5.1 and installed in accordance to the appliance manufacturer's installation instructions. (Note: The fueling appliance shall not be included in the building energy consumption.)	1	0	☐	
706.10		706.10 Automatic demand response. Automatic demand response system is installed that curtails energy usage upon a signal from the utility or an energy service provider is installed. (where points awarded in Section 706.10, points shall not be awarded in Section 706.3 and 706.7)	1	0	☐	
706.11		706.11 Grid-interactive battery storage system. A grid-interactive battery storage system of not less than 6 kWh of available capacity is installed.	2	0	☐	
706.12		706.12 Smart ventilation. A whole-building ventilation systems is installed with automatic ventilation controls to limit ventilation during periods of extreme temperature, extreme humidity, and/or during times of peak utility loads and is in accordance with the specifications of ASHRAE Standard 62.2-2010 Section 4.	1	0	☐	
706.13		706.13 Alternative refrigerant. Use of the following in mechanical space cooling systems for dwellings.		0		Confirm refrigerant type.
	(1)	Use alternative refrigerant with a GWP < 1000	1			
	(2)	Do not use refrigerants	2			
706.14		706.14 Third-party utility benchmarking service.				
	(1)	For a multifamily building, the owner has contracted with a third-party utility benchmarking service with at least five (5) years of experience in utility data management and analysis to perform a monthly analysis of whole-building energy and water consumption for a minimum of 1 year.	3	0	☐	
	(2)	The building owner commits to reporting energy data using U.S. Environmental Protection Agency's ENERGY STAR Portfolio Manager for a minimum of three years.	1	0	☐	
706.15		706.15 Entryway air seal. For multifamily buildings, where not required by the building or energy code, to slow the movement of unconditioned air from outdoors to indoors at the main building entrance, the following is installed:				
	(1)	Building entry vestibule.	2	0	☐	Potential
	(2)	Revolving entrance doors.	2	0	☐	
END OF CHAPTER 7						CLICK TO PROCEED TO CHAPTER 8 >>

Current Chapter level: Silver	Total Points: 66
Points away from: Bronze: 0, Silver: 0, Gold: 1, Emerald: 26	
Add'l pts earned above: Bronze: 41, Silver: 27, Gold: 0, Emerald: 0	
Total Chapter Points needed for: Bronze: 25, Silver: 39, Gold: 67, Emerald: 92	
Revision Date: 10/1/2025	

NGBS GREEN
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Coding

Practice #	Chapter 8: Water Efficiency	Points Available	Points Claimed	Status	Notes
801 INDOOR AND OUTDOOR WATER USE					
801.0	801.0 Intent. Implement measures that reduce indoor and outdoor water usage. Implement measures that include collection and use of alternative sources of water. Implement measures that treat water on site.				
801.1	801.1 Mandatory requirements. The building shall comply with Section 802 (Prescriptive Path) and 803 (Innovative Practices) or Section 804 (Performance Path). Points from Section 804 (Performance Path) shall not be combined with points from Section 802 (Prescriptive Path) or Section 803 (Innovative Practices). The mandatory provisions of Section 802 (Prescriptive Path) are required when using the Water Rating Index of Section 804 (Performance Path) for Chapter 8 Water Efficiency compliance.			Prescriptive Path	
802 PRESCRIPTIVE PATH					
802.1	802.1 Indoor hot water usage. Indoor hot water supply system is in accordance with one of the practices listed in items (1) through (5). The maximum water volume from the source of hot water to the termination of the fixture supply is determined in accordance with Tables 802.1(1) or 802.1(2). The maximum pipe length from the source of hot water to the termination of the fixture supply is 50 feet.		0		
	(Where more than one water heater is used or where more than one type of hot water supply system, including multiple circulation loops, is used, points are awarded only for the system that qualifies for the minimum number of points.)				
	(Systems with circulation loops are eligible for points only if pumps are demand controlled. Circulation systems with timers or aquastats and constant-on circulation systems are not eligible to receive points.)				
	(Points awarded only if the pipes are insulated in accordance with Section 705.6.3.)				
	See Table 802.1(1)				
	See Table 802.1(2)				
(1)	The maximum volume from the water heater to the termination of the fixture supply at furthest fixture is 128 ounces (1 gallon or 3.78 liters).	8			
(2)	The maximum volume from the water heater to the termination of the fixture supply at furthest fixture is 64 ounces (0.5 gallon or 1.89 liters).	12			
(3)	The maximum volume from the water heater to the termination of the fixture supply at furthest fixture is 32 ounces (0.25 gallon or 0.945 liters).	20			
(4)	A demand controlled hot water priming pump is installed on the main supply pipe of the circulation loop and the maximum volume from this supply pipe to the furthest fixture is 24 ounces (0.19 gallons or 0.71 liters).	24			
(a)	The volume in the circulation loop (supply) from the water heater or boiler to the branch for the furthest fixture is no more than 128 ounces (1 gallon or 3.78 liters).	4 Additional			
(5)	A central hot water recirculation system is implemented in multifamily buildings in which the hot water line distance from the recirculating loop to the engineered parallel piping system (i.e., manifold system) is less than 30 feet (9,144 mm) and the parallel piping to the fixture fittings contains a maximum of 64 ounces (1.89 liters) (115.50 cubic inches) (0.50 gallons).	9			
(6)	Tankless water heater(s) with at least 0.5 gallon (1.89 liters) of storage are installed, or a tankless water heater that ramps up to at least 110F within 5 seconds is installed. The storage may be internal or external to the tankless water heater.	1 Additional	0	☐	
802.2	802.2 Water-conserving appliances. Energy Star or equivalent water-conserving appliances are installed.				
(1)	dishwasher	2	2	☑	GE TBD
(2)	clothes washer, or	13	13	(2)	GE TBD
(3)	clothes washer with an Integrated Water Factor of 3.8 or less	18			
	NOTE: If multiple dishwashers and washing machines are installed, ALL instances must meet the above conditions to be awarded points.				
	Multifamily Building Note: Washing machines are installed in individual units or provided in common areas of multifamily buildings.				
802.3	802.3 Water usage metering. Water meters are installed meeting the following:				
(1)	Single-Family Buildings: Water Usage Metering:				
(a)	Where not otherwise required by the local AHJ, installation of a meter for water consumed from any source associated with the building or building site.	2 per unique meter	0		
(b)	Each water meter shall be capable of communicating water consumption data remotely for the dwelling unit occupant and be capable of providing daily data with electronic data storage and reporting capability that can produce reports for daily, monthly, and yearly water consumption. (Fire sprinkler systems are not required to be metered).	2 per sensor package	0		
(2)	Multi-Family Buildings: Water Usage Metering:				
	(Points earned in Section 802.3(2) shall not exceed 50% of the total points earned for Chapter 8)	Points Reduced			
(a)	Where not otherwise required by the local AHJ, installation of a meter for water consumed from any source associated with the building or building site.	2 per unique use meter	0		
(b)	Each water meter shall be capable of communicating water consumption data remotely for the dwelling unit occupant and be capable of providing daily data with electronic data storage and reporting capability that can produce reports for daily, monthly, and yearly water consumption. (Fire sprinkler systems are not required to be metered).	2 per sensor package	0		
802.4	802.4 Showerheads. Showerheads are in accordance with the following:			# of compartments:	
(1)	The total maximum combined flow rate of all showerheads in a shower compartment with floor area of 2600 square inches or less is equal or less than 2.0 gpm. For each additional 1300 square inches or any portion thereof of shower compartment floor area, an additional 2.0 gpm combined showerhead flow rate is allowed. Showerheads shall comply with ASME A112.18.1/CSA B125.1 and shall meet the performance criteria of the U.S. EPA WaterSense Specification for showerheads. Showerheads shall be served by an automatic compensating valve that complies with ASSE 1016/ASME A112.1016/CSA B125.16 or ASME A112.18.1/CSA B125.1 and specifically designed to provide thermal shock and scald protection at the flow rate of the showerhead.	4 for first compartment 1 for each additional compartment in dwelling	4	1 compartment	Olympia T-2372 1.75 GPM
	(Points awarded per shower compartment. In multifamily buildings, the average of the points assigned to individual dwelling units or sleeping units may be used as the number of points awarded for this practice, rounded to the nearest whole number.)	7 Max			
(2)	All shower compartments in the dwelling unit(s) or sleeping unit(s) and common areas meet the requirements of 802.4(1) and all showerheads are in accordance with one of the following:		6	(a)	Olympia T-2372 1.75 GPM
(a)	maximum of 1.8 gpm	6 Additional			
(b)	maximum of 1.5 gpm	10 Additional			
(3)	Any shower control that can shut off water flow without affecting temperature is installed. (Points awarded per shower control.)	1 3 Max	0		

802.5		802.5 Faucets				
802.5.1		802.5.1 Install water-efficient lavatory faucets with flow rates not more than 1.5 gpm (5.68 L/m), tested in compliance with ASME A112.18.1/CSA B125.1 and meeting the performance criteria of the EPA WaterSense High-Efficiency Lavatory Faucet Specification:		13	1 fixture	Olympia L-6050 1.2 GPM
					(5)	
	(1)	Flow rate ≤ 1.5 gpm (*all faucets in a bathroom are in compliance) (Points awarded for each bathroom. In multifamily buildings, the average of the points assigned to individual dwelling units or sleeping units may be used as the number of points awarded for this practice, rounded to the nearest whole number.)	1 3 Max			
	(2)	Flow rate ≤ 1.2 gpm (*all faucets in a bathroom are in compliance)	2 (6 Max)			
	(3)	Flow rate ≤ 1.5 gpm for all lavatory faucets in the dwelling unit(s) or sleeping unit(s)	6 Additional			
	(4)	Flow rate ≤ 1.5 gpm for all lavatory faucets in the dwelling unit(s), and at least one bathroom has faucets with flow rates ≤ 1.2 gpm	8 Additional			
	(5)	Flow rate ≤ 1.2 gpm for all lavatory faucets in the dwelling unit(s)	12 Additional			
802.5.2		802.5.2 Water-efficient residential kitchen faucets are installed in accordance with ASME A112.18.1/CSA B125.1. Residential kitchen faucets may temporarily increase the flow above the maximum rate but not to exceed 2.2 gpm.		3	(1)	Olympia K-5020 1.8 GPM
	(1)	All residential kitchen faucets have a maximum flow rate of 1.8 gpm.	3			
	(2)	All residential kitchen faucets have a maximum flow rate of 1.5 gpm.	1 Additional			
802.5.3		802.5.3 Self-closing valve, motion sensor, metering, or pedal-activated faucet is installed to enable intermittent on/off operation. (Points awarded per fixture.)	1 3 Max	0		
802.5.4		802.5.4 Water closets and urinals. Water closets and urinals are in accordance with the following:				
	(1)	Gold and emerald levels: All water closets and urinals are in accordance with Section 802.5.4.	Met			
	(2)	A water closet is installed with an effective flush volume of 1.28 gallons (4.85 L) or less in accordance with ASME A112.19.2/CSA B45.1 or ASME A112.19.14 as applicable. Tank-type water closets shall be in accordance with the performance criteria of the U.S. EPA WaterSense Specification for Tank-Type Toilets. (Points awarded per fixture. In multifamily buildings, the average of the points assigned to individual dwelling units or sleeping units may be used as the number of points awarded for this practice, rounded to the nearest whole number.)	4 12 Max	4	1 fixture	Briggs, Kohler, or Toto 1.28 GPF.
	(3)	All water closets are in accordance with Section 802.5.4(2).	13 Additional	13	☑	Briggs, Kohler, or Toto 1.28 GPF.
	(4)	All water closets are in accordance with Section 802.5.4(2) and one or more of the following are installed:				
	(a)	Water closets that have an effective flush volume of 1.2 gallons or less. (Points awarded per toilet. In multifamily buildings, the average of the points assigned to individual dwelling units or sleeping units may be used as the number of points awarded for this practice, rounded to the nearest whole number.)	2 Additional 6 Max	0		
	(b)	One or more urinals with a flush volume of 0.5 gallons (1.9L) or less when tested in accordance with ASME A112.19.2/CSA B45.1.	2 Additional	0	☐	
	(c)	One or more composting or waterless toilets and/or nonwater urinals. Nonwater urinals shall be tested in accordance with ASME A112.19.2/CSA B45.1.	12 Additional	0	☐	
802.6		802.6 Irrigation systems				
802.6.1		802.6.1 Where an irrigation system is installed, an irrigation plan and implementation are executed by a qualified professional or equivalent.	Mandatory		Met	Confirm the plans.
802.6.2		802.6.2 Irrigation sprinkler nozzles shall be tested according to ANSI standard ASABE/ICC 802-2014 Landscape Irrigation Sprinkler and Emitter Standard by an accredited third party laboratory.	6	0	☐	Potential
802.6.3		802.6.3 Drip irrigation is installed.				
	(1)	Drip irrigation is installed for all landscape beds.	4	0	☐	Potential
	(2)	Subsurface drip is installed for all turf grass areas.	4	0	☐	Potential
	(3)	Drip irrigation zones specifications show plant type by name and water use/need for each emitter (Points awarded only if specifications are implemented.)	5	0	☐	
802.6.4		802.6.4 The irrigation system(s) is controlled by a smart controller or no irrigation is installed. (Points are not additive.)				
	(1)	Irrigation controllers shall be in accordance with the performance criteria of the EPA WaterSense program	10	0	☐	
	(2)	No irrigation is installed and a landscape plan is developed in accordance with Section 503.5, as applicable. NOTE: 5 Points must be taken in 503.5(1)-(7) for a Full Landscape Plan in order to receive points for 802.6.4(2).	15	0	☐	
802.6.5		802.6.5 Commissioning and water use reduction for irrigation systems. *[Points are not additive per each section.]*				
	(1)	All irrigation zones utilize pressure regulation so emission devices (sprinklers and drip emitters) operate at manufacturer's recommended operating pressure.	3	0	☐	
	(2)	Where dripline tubing is installed, a filter with mesh size in accordance with the manufacturer's recommendation is installed on all drip zones.	3	0	☐	
	(3)	Utilize spray bodies that incorporate an in-stem or external flow shut-off device.	3	0	☐	
	(4)	For irrigation systems installed on sloped sites, either an in-stem or external check valve is utilized for each spray body.	3	0	☐	
	(5)	Where an irrigation system is installed, a flow sensing device is installed to monitor and alert the controller when flows are outside design range.	3	0	☐	Rainbird?
802.7		802.7 Rainwater collection and distribution. Rainwater collection and distribution is provided.				
802.7.1		802.7.1 Rainwater is used for irrigation in accordance with one of the following:		0		
	(1)	Rainwater is diverted for landscape irrigation without impermeable water storage	5			
	(2)	Rainwater is diverted for landscape irrigation with impermeable water storage in accordance with one of the following:				
	(a)	50 – 499 gallon storage capacity	5			
	(b)	500 – 2499 gallon storage capacity	10			
	(c)	2500 gallon or larger storage capacity (system is designed by a professional certified by The American Rainwater Catchment Systems Association or equivalent)	15			
	(d)	All irrigation demands are met by rainwater capture (documentation demonstrating the water needs of the landscape is provided and the system is designed by a professional certified by The American Rainwater Catchment Systems Association or equivalent).	25			
802.7.2		802.7.2 Rainwater is used for indoor domestic demand as follows. The system is designed by a professional certified by The American Rainwater Catchment Systems Association or equivalent.		0		
	(1)	Rainwater is used to supply an indoor appliance or fixture for any locally approved use. (Points awarded per appliance or fixture.)	5 15 Max			
	(2)	Rainwater provides for total domestic demand.	25		☐	

802.8		802.8 Sediment filters. Water filter is installed to reduce sediment and protect plumbing fixtures for the whole building or the entire dwelling unit.	1	0	☐	
802.9		802.9 Water treatment devices.				
802.9.1		802.9.1 Water Softeners shall not be installed where the supplied water hardness is less than 8.0 grains per gallon measured as total calcium carbonate equivalents. Water softeners shall be listed to NSF 44 and a rated salt efficiency of 3400 grains of total hardness per 1.0 pound of salt based on sodium chloride equivalency. Devices shall not discharge more than 4.0 gallons of water per 1000 grains of hardness removed during the service or recharge cycle.		5	(1)	No water softeners.
	(1)	No water softener.	5			
	(2)	Water softener installed to supply softened water only to domestic water heater.	2			
802.9.2		802.9.2 Reverse Osmosis (R/O) water treatment systems shall be listed to NSF 58 and shall include automatic shut-off valve to prevent water discharge when storage tank is full.		3	(1)	No reverse osmosis.
	(1)	No R/O system.	3			
	(2)	Combined capacity of all R/O systems does not exceed 0.75 gallons.	1			
802.10		802.10 Pools and spas.				
802.10.1		802.10.1 Pools and Spas with water surface area greater than 36 square feet and connected to a water supply shall have a dedicated meter to measure the amount of water supplied to the pool or spa.	Mandatory		Met	Required - need pool information. It is a separate permit.
	(1)	Automated motorized non-permeable pool cover that covers the entire pool surface.	10	0	☐	
803 INNOVATIVE PRACTICES						
803.1		803.1 Reclaimed, gray, or recycled water. Reclaimed, gray, or recycled water is used as permitted by applicable code. (Points awarded for either Section 803.1(1) or 803.1(2), not both.) (Points awarded for either Section 803.6 or 803.1, not both.)		0		
	(1)	each water closet flushed by reclaimed, gray, or recycled water (Points awarded per fixture or appliance.)	5 20 Max			
	(2)	irrigation from reclaimed, gray, or recycled water on-site	10		☐	
803.2		803.2 Reclaimed water, graywater, or rainwater pre-piping. Reclaimed, graywater, or rainwater systems are rough plumbed (and permanently marked, tagged or labeled) into buildings for future use.	3 per roughed in system	0	# of systems:	
803.3		803.3 Automatic leak detection and control devices. One of the following devices is installed. Where a fire sprinkler system is present, ensure the device will be installed to not interfere with the operation of the fire sprinkler system.	2	0		
	(1)	automatic water leak detection and control devices				
	(2)	automatic water leak detection and shutoff devices				
803.4		803.4 Engineered biological system or intensive bioremediation system. An engineered biological system or intensive bioremediation system is installed and the treated water is used on site. Design and implementation are approved by appropriate regional authority.	20	0	☐	
803.5		803.5 Recirculating humidifier. Where a humidifier is required, a recirculating humidifier is used in lieu of a traditional "flow through" type.	1	0	☐	
803.6		803.6 Advanced wastewater treatment system. Advanced wastewater (aerobic) treatment system is installed and treated water is used on site. (Points awarded for either Section 803.6 or 803.1, not both.)	20	0	☐	
804 PERFORMANCE PATH						
804.1		804.1 Performance Path. The index score for the Performance Path shall be calculated in accordance with Appendix D Water Rating Index (WRI) or equivalent methodology.	None		WRI	
804.2		804.2 Water efficiency rating levels. In lieu of threshold levels for Chapter 8 in Table 303, rating levels for Section 804.1 are in accordance with Table 804.2.				
804.3		804.3 Water efficiency NGBS points equivalency. The additional points for use with Table 303 from the Chapter 8 Water Efficiency Category are determined in accordance with equation 804.3. Equation 804.3 NGBS = WRI x (-2.29) + 181.7		0		
END OF CHAPTER 8						CLICK TO PROCEED TO CHAPTER 9 >>

	Current Chapter level: Silver	Total Points: 67				
	Points away from: Bronze: 0, Silver: 0, Gold: 2, Emerald: 30					
	Add'l pts earned above: Bronze: 42, Silver: 25, Gold: 0, Emerald: 0					
	Total Chapter Points needed for: Bronze: 25, Silver: 42, Gold: 69, Emerald: 97					
	Revision Date: 10/1/2025					

NGBS GREEN
Home Innovation Research Labs

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Coding

Practice #		Chapter 9: Indoor Environmental Quality	Points Available	Points Claimed	Status	Notes
901 POLLUTANT SOURCE CONTROL						
901.0		901.0 Intent. Pollutant sources are controlled.				
901.1		901.1 Space and water heating options				
901.1.1		901.1.1 Natural draft furnaces, boilers, or water heaters are not located in conditioned spaces, including conditioned crawlspaces, unless located in a mechanical room that has an outdoor air source and is sealed and insulated to separate it from the conditioned space(s). (Points are awarded only for buildings that use natural draft combustion space or water heating equipment.)	5	0	☐	
901.1.2		901.1.2 Air handling equipment or return ducts are not located in the garage, unless placed in isolated, air-sealed mechanical rooms with an outside air source. Not available if there is no attached garage	5	0	☐	
901.1.3		901.1.3 The following combustion space heating or water heating equipment is installed within conditioned space:				
	(1)	all furnaces or all boilers		0		
	(a)	power vent furnace(s) or boiler(s)	3			
	(b)	direct vent furnace(s) or boiler(s)	5			
	(2)	all water heaters		0		
	(a)	power vent water heater(s)	3			
	(b)	direct vent water heater(s)	5			
901.1.4		901.1.4 Gas-fired fireplaces and direct heating equipment is listed and is installed in accordance with the NFPA 54, ICC IFGC, or the applicable local gas appliance installation code. Gas-fired fireplaces within dwelling units or sleeping units and direct heating equipment are vented to the outdoors. Alcohol burning devices and kerosene heaters are vented to the outdoors.	Mandatory		N/A	
901.1.5		901.1.5 Natural gas and propane fireplaces are direct vented, have permanently fixed glass fronts or gasketed doors, and comply with CSA Z21.88/CSA 2.33 or CSA Z21.50b/CSA 2.22b.	7	0	☐	
901.1.6		901.1.6 The following electric equipment is installed:		5	(2)	M01
	(1)	heat pump air handler in unconditioned space	2			
	(2)	heat pump air handler in conditioned space	5			
901.2		901.2 Solid fuel-burning appliances				
901.2.1		901.2.1 Solid fuel-burning fireplaces, inserts, stoves and heaters are code compliant and are in accordance with the following requirements:				
	(1)	Site-built masonry wood-burning fireplaces use outside combustion air and include a means of sealing the flue and the combustion air outlets to minimize interior air (heat) loss when not in operation.	N/A 4	0		
	(2)	Factory-built, wood-burning fireplaces are in accordance with the certification requirements of UL 127 and are an EPA Phase 2 Emission Level Qualified Model.	N/A 6	0		
	(3)	Wood stove and fireplace inserts, as defined in UL 1482 Section 3.8, are in accordance with the certification requirements of UL 1482 and are in accordance with the emission requirements of the EPA Certification and the State of Washington WAC 173-433-100(3).	N/A 6	0		
	(4)	Pellet (biomass) stoves and furnaces are in accordance with ASTM E1509 or are EPA certified.	N/A 6	0		
	(5)	Masonry heaters are in accordance with the definitions in ASTM E1602 and ICC IBC Section 2112.1.	N/A 6	0		
901.2.2		901.2.2 Fireplaces, woodstoves, pellet stoves, or masonry heaters are not installed.	6	6	☑	All electric property.
901.3		901.3 Garages. Garages are in accordance with the following:				
	(1)	Attached garage				
	(a)	Doors installed in the common wall between the attached garage and conditioned space are tightly sealed and gasketed.	N/A 2	0		
	(b)	A continuous air barrier is provided separating the garage space from the conditioned living spaces.	N/A 2	0		
	(c)	For one- and two-family dwelling units, a 100 cfm (47 L/s) or greater ducted or 70 cfm (33 L/s) cfm or greater unducted wall exhaust fan is installed and vented to the outdoors and is designed and installed for continuous operation or has controls (e.g., motion detectors, pressure switches) that activate operation for a minimum of 1 hour when either human passage door or roll-up automatic doors are operated. For ducted exhaust fans, the fan airflow rating and duct sizing are in accordance with ASHRAE Standard 62.2-2007 Section 7.3.	8	0	☐	
	(2)	A carport is installed, the garage is detached from the building, or no garage is installed.	10	10	☑	
901.4		901.4 Wood materials. A minimum of 85 percent of material within a product group (i.e., wood structural panels, countertops, composite trim/doors, custom woodwork, and/or component closet shelving) is manufactured in accordance with the following:	10 Max	0		
	(1)	Structural plywood used for floor, wall, and/or roof sheathing is compliant with DOC PS 1 and/or DOC PS 2. OSB used for floor, wall, and/or roof sheathing is compliant with DOC PS 2. The panels are made with moisture-resistant adhesives. The trademark indicates these adhesives as follows: Exposure 1 or Exterior for plywood, and Exposure 1 for OSB. NOTE: If "N/A" is selected, please explain in the Notes area.	Mandatory		Met	Zip systems is DOC PS2 compliant.
		Countertops				
		Composite trim/doors				
		Custom woodwork				
		Component closet shelving				
	(2)	Particleboard and MDF (medium density fiberboard) is manufactured and labeled in accordance with CPA A208.1 and CPA A208.2, respectively.	2			
	(3)	Hardwood plywood in accordance with HPVA HP-1.	2			
	(4)	Particleboard, MDF, or hardwood plywood is in accordance with CPA 4.	3			
	(5)	Composite wood or agrifiber panel products contain no added urea-formaldehyde or are in accordance with the CARB *Composite Wood Air Toxic Contaminant Measure Standard* .	4			
	(6)	Non-emitting products.	4			
901.5		901.5 Cabinets. A minimum of 85 percent of installed cabinets are in accordance with one or both of the following: (Where both of the following practices are used, only 3 points are awarded.)				
	(1)	All parts of the cabinet are made of solid wood or non-formaldehyde emitting materials such as metal or glass.	5	0	☐	
	(2)	The composite wood used in wood cabinets is in accordance with CARB *Composite Wood Air Toxic Contaminant Measure Standard* or equivalent as certified by a third-party program such as, but not limited to, those in Appendix B.	3	0	☐	
901.6		901.6 Carpets. Wall-to-wall carpeting is not installed adjacent to water closets and bathing fixtures.	Mandatory		☑	Expected

901.7		901.7 Floor materials. The following types of finished flooring materials are used. The materials have emission levels in accordance with CDPH/EHLB Standard Method v1.1. Product is tested by a laboratory with the CDPH/EHLB Standard Method v1.1 within the laboratory scope of accreditation to ISO/IEC 17025 and certified by a third-party program accredited to ISO 17065, such as, but not limited to, those in Appendix B.	1 8 Max	0		
		(Points are awarded for every 10% of conditioned floor space using one of the below materials.)			actual %:	
	(1)	Hard surface flooring: Prefinished installed hard-surface flooring is installed. Where post-manufacture coatings or surface applications have not been applied, the following hard surface flooring types are deemed to comply with the emission requirements of this practice:				
		(a) Ceramic tile flooring (b) Organic-free, mineral-based flooring (c) Clay masonry flooring (d) Concrete masonry flooring (e) Concrete flooring (f) Metal flooring			actual %'s:	
	(2)	Carpet meeting and carpet cushion not meeting the emission limits is installed.				
	(3)	Carpet and carpet cushion meeting the emission limits is installed. (When carpet cushion meeting the emission limits of the practice is also installed, the percentage of compliant carpet area is calculated at 1.33 times the actual installed area.)				
901.8		901.8 Wall coverings. A minimum of 10 percent of the interior wall surfaces are covered and a minimum of 85 percent of wall coverings are in accordance with the emission concentration limits of CDPH/EHLB Standard Method v1.1. Emission levels are determined by a laboratory accredited to ISO/IEC 17025 and the CDPH/EHLB Standard Method v1.1 is in its scope. The product is certified by a third-party program accredited to ISO 17065, such as, but not limited to, those in Appendix B.	4	0	☐	
901.9		901.9 Interior architectural coatings. A minimum of 85 percent of the interior architectural coatings are in accordance with either Section 901.9.1 or Section 901.9.3, not both. A minimum of 85 percent of architectural colorants are in accordance with Section 901.9.2.				
901.9.1		901.9.1 Site-applied interior architectural coatings, which are inside the water proofing envelope, are in accordance with one or more of the following:	5	0		
	(1)	Zero VOC as determined by EPA Method 24 (VOC content is below the detection limit for the method)			☐	Zero VOC?
	(2)	GreenSeal GS-11			☐	
	(3)	CARB *Suggested Control Measure for Architectural Coatings* (see Table 901.9.1). See Table 901.9.1			☐	
901.9.2		901.9.2 Architectural coating colorant additive VOC content is in accordance with Table 901.9.2. (Points for 901.9.2 are awarded only if base architectural coating is in accordance with 901.9.1.) See Table 901.9.2	1	0	☐	
901.9.3		901.9.3 Site-applied interior architectural coatings, which are inside the waterproofing envelope, are in accordance with the emission levels of CDPH/EHLB Standard Method v1.1. Emission levels are determined by a laboratory accredited to ISO/IEC 17025 and the CDPH/EHLB Standard Method v1.1 in its scope of accreditation. The product is certified by a third-party program accredited to ISO 17065, such as, but not limited to, those found in Appendix B.	8	0	☐	
901.10		901.10 Interior adhesives and sealants. A minimum of 85 percent of site-applied adhesives and sealants located inside the waterproofing envelope are in accordance with one of the following, as applicable.		0		
	(1)	The emission levels are in accordance with CDPH/EHLB Standard Method v1.1. Emission levels are determined by a laboratory accredited to ISO/IEC 17025 and the CDPH/EHLB Standard Method v1.1 is in its scope of accreditation. The product is certified by a third-party program accredited to ISO 17065, such as, but not limited to, those found in Appendix B.	8		☐	
	(2)	GreenSeal GS-36.	5		☐	
	(3)	SCAQMD Rule 1168 in accordance with Table 901.10(3), excluding products that are sold in 16 ounce containers or less and are regulated by the California Air Resources Board (CARB) Consumer Products Regulations. See Table 901.10(3)	5		☐	
901.11		901.11 Insulation. Emissions of 85 percent of wall, ceiling, and floor insulation materials are in accordance with the emission levels of CDPH/EHLB Standard Method v1.1. Emission levels are determined by a laboratory accredited to ISO/IEC 17025 and the CDPH/EHLB Standard Method v1.1 is in its scope of accreditation. Insulation is certified by a third-party program accredited to ISO 17065, such as, but not limited to, those in Appendix B.	4	0	☐	
901.12		901.12 Furniture and Furnishings. In a multifamily building, all furniture in common areas shall have VOC emission levels in accordance with ANSI/BIFMA e3-Furniture Sustainability Standard sections 7.6.1 and 7.6.2, tested in accordance with ANSI/BIFMA Standard Method M7.1.	2	0	☐	
901.13		901.13 Carbon monoxide (CO) alarms. A carbon monoxide (CO) alarm is provided in accordance with the IRC Section R315.	Mandatory		Met, Not Required	Required?
901.14		901.14 Building entrance pollutants control. Pollutants are controlled at all main building entrances by one of the following methods:		0		Potential
	(1)	Exterior grilles or mats are installed in a fixed manner and may be removable for cleaning.	1		☐	
	(2)	Interior grilles or mats are installed in a fixed manner and may be removable for cleaning.	1		☐	
901.15		901.15 Non-smoking areas. Environmental tobacco smoke is minimized by one or more of the following:				
	(1)	All interior common areas of a multifamily building are designated as non-smoking areas with posted signage.	1	0	☐	Potential
	(2)	Exterior smoking areas of a multifamily building are designated with posted signage and located a minimum of 25 feet from entries, outdoor air intakes, and operable windows.	1	0	☐	Potential

902 POLLUTANT CONTROL

902.0		902.0 Intent. Pollutants generated in the building are controlled.				
902.1		902.1 Spot ventilation.				
902.1.1		902.1.1 Spot ventilation is in accordance with the following:				
	(1)	Bathrooms are vented to the outdoors. The minimum ventilation rate is 50 cfm (23.6 L/s) for intermittent operation or 20 cfm (9.4 L/s) for continuous operation in bathrooms.	Mandatory		☑	
	(a)	A window complying with IRC Section R303.3 is provided in addition to mechanical ventilation.	1	0	☐	
	(2)	Clothes dryers (except listed and labeled condensing ductless dryers) are vented to the outdoors.	Mandatory		Met	
	(3)	Kitchen exhaust units and/or range hoods are ducted to the outdoors and have a minimum ventilation rate of 100 cfm (47.2 L/s) for intermittent operation or 25 cfm (11.8 L/s) for continuous operation.	8	8	☑	100 CFM or greater is required for ENERGY STAR certification.
902.1.2		902.1.2 Bathroom and/or laundry exhaust fan is provided with an automatic timer and/or humidistat:	11 Max	0	# of timers:	
	(1)	for first device	5		# of humidistats:	
	(2)	for each additional device	2			
902.1.3		902.1.3 Kitchen range, bathroom, and laundry exhaust are verified to air flow specification. Ventilation airflow at the point of exhaust is tested to a minimum of:	8	8	☑	Will be tested and verified under ENERGY STAR MFNC.
	(a)	100 cfm (47.2 L/s) intermittent or 25 cfm (11.8 L/s) continuous for kitchens, and				
	(b)	50 cfm (23.6 L/s) intermittent or 20 cfm (9.4 L/s) continuous for bathrooms and/or laundry				
902.1.4		902.1.4 Exhaust fans are ENERGY STAR, as applicable.	12 Max	2		Panasonic FV-0511VK1
	(1)	ENERGY STAR, or equivalent, fans operating above 1 sone (Points awarded per fan.)	2		# of fans: 1 fan(s)	
	(2)	ENERGY STAR, or equivalent, fans operating at or below 1 sone (Points awarded per fan.)	3			
902.1.5		902.1.5 Fenestration in spaces other than those identified in 902.1.1 through 902.1.4 are designed for stack effect or cross-ventilation in accordance with all of the following:	3	0		
	(1)	Operable windows, operable skylights, or sliding glass doors with a total area of at least 15 percent of the total conditioned floor area are provided.			☐	
	(2)	Insect screens are provided for all operable windows, operable skylights, and sliding glass doors.			☐	
	(3)	A minimum of two operable windows or sliding glass doors are placed in adjacent or opposite walls. If there is only one wall surface in that space exposed to the exterior, the minimum windows or sliding glass doors may be on the same wall.			☐	
902.1.6		902.1.6 Ventilation for Multifamily Common Spaces. Systems are implemented and are in accordance with the specifications of ASHRAE 62.1 and an explanation of the operation and importance of the ventilation system is included in 1002.1 and 1002.2 of NGBS.	3	3	☑	AHU's will be equipped.
902.2		902.2 Building ventilation systems.				
902.2.1		902.2.1 One of the following whole building ventilation systems is implemented and is in accordance with the specifications of ASHRAE Standard 62.2-2010 Section 4 and an explanation of the operation and importance of the ventilation system is included in either 1001.1(9) or 1002.2(11).	Mandatory	8	(4)	Panasonic FV-04VE1.
	(1)	exhaust or supply fan(s) ready for continuous operation and with appropriately labeled controls	3			
	(2)	balanced exhaust and supply fans with supply intakes located in accordance with the manufacturer's guidelines so as to not introduce polluted air back into the building	6			
	(3)	heat-recovery ventilator	7			
	(4)	energy-recovery ventilator	8			
	(5)	Ventilation air is preconditioned by a system not specified above	10			
902.2.2		902.2.2 Ventilation airflow is tested to achieve the design fan airflow in accordance with ANSI/RESNET/ICC 380 and Section 902.2.1.	4	4	☑	Required for ENERGY STAR/HERS.
902.2.3		902.2.3 MERV filters 8 to 13 are installed on central forced air systems and are accessible. Designer or installer is to verify that the HVAC equipment is able to accommodate the greater pressure drop of MERV 8 to 13 filters.	2	0	☐	
902.2.4		902.2.4 MERV filters 14 or greater are installed on central forced air systems and are accessible. Designer or installer is to verify that the HVAC equipment is able to accommodate the greater pressure drop of the filter used.	3	0	☐	

902.3		902.3 Radon reduction measures. Radon reduction measures are in accordance with ICC IRC Appendix F or 902.3.1. Radon Zones as identified by the AHJ or, if the zone is not identified by the AHJ, as defined in Figure 9(1).	Mandatory		N/A	Zone 2 - Confirm if radon mitigation will be installed.
	(1)	Buildings located in Zone 1		0		
	(a)	a passive radon system is installed	N/A			
	(b)	an active radon system is installed	12			
	(2)	Buildings located in Zone 2 or Zone 3		0		
	(a)	a passive radon system is installed	6			
	(b)	an active radon system is installed	12			
902.3.1		902.3.1 Radon reduction option. This option requires section 902.3.1.1 through 902.3.1.7.				
902.3.1.1		902.3.1.1 Soil-gas barriers and base course. A base course in accordance with Section 506.2.2 of the IRC shall be installed below slabs and foundations. There shall be a continuous gas-permeable base course under each soil-gas retarder that is separated by foundation walls or footings. Between slabs and the base course, damp proofing or water proofing shall be installed in accordance with Section 406 of the IRC. Punctures, tears and gaps around penetrations of the soil-gas retarder shall be repaired or covered with an additional soil-gas retarder. The soil-gas retarder shall be a continuous6-mil (0.15 mm) polyethylene or an approved equivalent.				
902.3.1.2		902.3.1.2 Soil gas collection. There shall be an unobstructed path for soil gas flow between the void space installed in the base course and the vent through the roof. Soil gases below the foundation shall be collected by a perforated pipe with a diameter of not less than 4 inches (10 cm) and not less than 5 feet (1.5 m) in total length. A tee fitting or equivalent method shall provide two horizontal openings to the radon collection. The tee fitting shall be designed to prevent clogging of the radon collection path. Alternately the soil gas collection shall be by approved radon collection mats or an equivalent approved method.				
902.3.1.3		902.3.1.3 Soil gas entry routes. Openings in slabs, soil-gas retarders, and joints such as, but not limited to, plumbing, ground water control systems, soil-gas vent pipes, piping and structural supports, shall be sealed against air leakage at the penetrations. The sealant shall be a polyurethane caulk, expanding foam or other approved method. Foundation walls shall comply with Section 103.2.3 of the IRC. Sumps shall be sealed in accordance with Section 103.2.2 of the IRC. Sump pits and sump lids intended for ground water control shall not be connected to the sub-slab soil-gas exhaust system.				
902.3.1.4		902.3.1.4 Soil gas vent. A gas-tight pipe vent shall extend from the soil gas permeable layer though the roof. The vent pipe size shall not be reduced at any location as it goes from gas collection to the roof. Exposed and visible interior vent pipes shall be identified with not less than one label reading "Radon Reduction System" on each floor and in habitable attics.				
902.3.1.5		902.3.1.5 Vent pipe diameter. The minimum vent pipe diameter shall be as specified in Table 902.3.2.5.				
902.3.1.6		902.3.1.6 Multiple vented areas. In dwellings where interior footings or other barriers separate the soil-gas permeable layer, each area shall be fitted with an individual vent pipe. Vent pipes shall connect to a single vent that terminates above the roof or each individual vent pipe shall terminate separately above the roof.				
902.3.1.7		902.3.1.7 Fan. Each sub-slab soil-gas exhaust system shall include a fan, or dedicated space for the post-construction installation of a fan. The electrical supply for the fan shall be located within 6 feet (1.8 m) of the fan. Fan is not required to be on a dedicated circuit.				
902.3.2		902.3.2 Radon testing. Radon testing is mandatory for Zone 1.	N/A			
		Exceptions:			Exception:	
		(2) Testing is not mandatory where the occupied space is located above an unenclosed open space.			☐	
	(1)	Testing specifications. Testing is performance as specified in (a) through (j).	8	0	☐	
	(a)	Testing is performed after the residence passes its airtightness test.			Test results (pCi/L):	
	(b)	Testing is performed after the radon control system installation is complete. If the system has an active fan, the residence shall be tested with the fan operating.				
	(c)	Testing is performed at the lowest level within a dwelling unit which will be occupied, even if the space is not finished.				
	(d)	Testing is not performed in a closet, hallway, stairway, laundry room, furnace room, kitchen or bathroom.				
	(e)	Testing is performed with a commercially available test kit or with a continuous radon monitor that can be calibrated. Testing shall be in accordance with the testing device manufacturer's instructions.				
	(f)	Testing shall be performed by the builder, a registered design professional, or an approved third party.				
	(g)	Testing shall extend at least 48 hours or to the minimum specified by the manufacturer, which ever is longer.				
	(h)	Written radon test results shall be provided by the test lab or testing party. Written test results shall be included with construction documents.				
	(i)	An additional pre-paid test kit shall be provided for the homeowner to use when they choose. The test kit shall include mailing or emailing the results from the testing lab to the homeowner.				
	(j)	Where the radon test result is 4 pCi/L or greater, the fan for the radon vent pipe shall be installed.				
	(2)	Testing results. A radon test done in accordance with 902.3.1 and completed before occupancy receives a results of 2 pCi/L or less.	6	0		
902.4		902.4 HVAC system protection. One of the following HVAC system protection measures is performed.	3	0		
	(1)	HVAC supply registers (boots), return grilles, and rough-ins are covered during construction activities to prevent dust and other pollutants from entering the system.			☐	Potential
	(2)	Prior to owner occupancy, HVAC supply registers (boots), return grilles, and duct terminations are inspected and vacuumed. In addition, the coils are inspected and cleaned and the filter is replaced if necessary.			☐	
	(3)	If HVAC systems are to be operated, during construction, all return grilles have a temporary MERV 8 or higher filter installed in a manner ensuring no leakage around the filter.			☐	
902.5		902.5 Central vacuum systems. Central vacuum system is installed and vented to the outside.	3	0	☐	
902.6		902.6 Living space contaminants. The living space is sealed in accordance with Section 701.4.3.1 to prevent unwanted contaminants.	Mandatory		☑	Expected
903 MOISTURE MANAGEMENT: VAPOR, RAINWATER, PLUMBING, HVAC						
903.0		903.0 Intent. Moisture and moisture effects are controlled.				
903.1		903.1 Plumbing. Plumbing is in accordance with one of the following.		5	(2)	No plumbing in unconditioned areas.
	(1)	Cold water pipes in unconditioned spaces are insulated to a minimum of R-4 with pipe insulation or other covering that adequately prevents condensation.	2			
	(2)	Plumbing is not installed in unconditioned spaces.	5			
903.2		903.2 Duct insulation. Ducts are in accordance with one of the following.		1	(1)	All ductwork in the conditioned envelope.
	(1)	All HVAC ducts, plenums, and trunks are located in conditioned space.	1			
	(2)	All HVAC ducts, plenums, and trunks are in conditioned space. All HVAC ducts are insulated to a minimum of R4.	3			
903.3		903.3 Relative humidity. In climate zones 1A, 2A, 3A, 4A, and 5A, equipment is installed to maintain relative humidity (RH) at or below 60 percent using one of the following:	7	7		Santa Fe MD33.
	(1)	additional dehumidification system(s)			☑	
	(2)	central HVAC system equipped with additional controls to operate in dehumidification mode			☐	

904 INDOOR AIR QUALITY

904.0		904.0 Intent. IAQ is protected by best practices to control ventilation, moisture, pollutant sources and sanitation.				
904.1		904.1 Indoor Air Quality (IAQ) During Construction. Wood is dry before close-in (602.1.7.1(3)), materials comply with emission criteria (901.4- 901.11), sources of water infiltration or condensation observed during construction have been eliminated, accessible interior surfaces are dry and free of visible suspect growth (per ASTM D7338-10 section 6.3), and water damage (per ASTM D7338-10 section 7.4.3).	2	0	☐	
904.2		904.2 Indoor Air Quality (IAQ) Post Completion. Verify there are no moisture, mold, and dust issues per 602.1.7.1(3), 901.4-901.11, ASTM D7338 Section 6.3, and ASTM D7338 Section 7.4.3.	3	0	☐	
904.3		904.3 Microbial growth & moisture inspection and remediation. A visual inspection is performed to confirm the following:				
	(1)	Verify that no visible signs of discoloration and microbial growth on ceilings, walls or floors, or other building assemblies Or If minor microbial growth is observed (less than within a total area of 25 square feet) in homes or multifamily buildings, reference EPA Document 402-K-02-003 (A Brief Guide to Mold, Moisture, and Your Home) for guidance on how to properly remediate the issue. If microbial growth is observed, on a larger scale in homes or multifamily buildings (greater than 25 sq ft), reference EPA document 402-k-01-001 (Mold Remediation in Schools and Commercial Buildings) for guidance on how to properly remediate the issue.	Mandatory		☑	
	(2)	Verify that there are no visible signs of water damage or pooling. If signs of water damage or pooling are observed, verify that the source of the leak has been repaired, and that damaged materials are either properly dried or replaced as needed.	Mandatory		☑	

905 INNOVATIVE PRACTICES

905.1		905.1 Humidity monitoring system. A humidity monitoring system is installed with a mobile base unit that displays readings of temperature and relative humidity. The system has a minimum of two remote sensor units. One remote sensor unit is placed permanently inside the conditioned space in a central location, excluding attachment to exterior walls, and another remote sensor unit is placed permanently outside of the conditioned space.	2	0	☐	
905.2		905.2 Kitchen exhaust. A kitchen exhaust unit(s) that equals or exceeds 400 cfm (189 L/s) is installed, and makeup air is provided.	2	0	☐	
905.3		905.3 Enhanced air filtration. Meet all of the following.	2	0		
	(1)	Design for and install a secondary filter rack space for activated carbon filters.			☐	
	(2)	Provide the manufacturer's recommended filter maintenance schedule to the homeowner or building manager.			☐	
905.4		905.4 Sound barrier. Provide room-to-room privacy between bedrooms and adjacent living spaces within dwelling units or homes by achieving an articulation index (AI) between 0 and 0.15 per the criteria below. *Articulation Index 0 to 0.05 = STC greater than 55 (NIC greater than 47)* *Articulation Index 0.05 to 0.15 = STC 52 to 55 (NIC 44 to 47)*	1 SF / 4 MF	0	☐	
905.5		905.5 Evaporative coil mold prevention. For buildings with a mechanical system for cooling, ultraviolet lamps are installed on the cooling coils and drain pans of the mechanical system supplies. Lamps produce ultraviolet radiation at a wavelength of 254 nm so as not to generate ozone. Lamps have ballasts housed in a NEMA-rated enclosure.	2	0	☐	

END OF CHAPTER 9

CLICK TO PROCEED TO CHAPTER 10 >>

	Current Chapter level: Emerald	Total Points: 21			
	Points away from: Bronze: 0, Silver: 0, Gold: 0, Emerald: 0				
	Add'l pts earned above: Bronze: 13, Silver: 11, Gold: 10, Emerald: 9				
	Total Chapter Points needed for: Bronze: 8, Silver: 10, Gold: 11, Emerald: 12				© Home Innovation Research Labs, Inc., 2020. All rights reserved.
	Revision Date: 10/1/2025				

Coding

Practice #	Chapter 10: Operation, Maintenance, and Building Owner Education	Points Available	Points Claimed	Status	Notes
1001 HOMEOWNER'S MANUAL AND TRAINING GUIDELINES FOR ONE- AND TWO-FAMILY DWELLINGS					
1001.0	1001.0 Intent. Information on the building's use, maintenance, and green components is provided.				
1001.1	1001.1 A homeowner's manual is provided and stored in a permanent location in the dwelling that includes the following, as available and applicable. (Points awarded per two items. Points awarded for non-mandatory items.)	1 8 Max	0		
(1)	A National Green Building Standard certificate with weblink and completion document.	N/A		☐	
(2)	List of green building features (can include the national green building checklist).	N/A		☐	
(3)	Product manufacturer's manuals or product data sheet for installed major equipment, fixtures, and appliances. If product data sheet is in the building owners' manual, manufacturer's manual may be attached to the appliance in lieu of inclusion in the building owners' manual.	N/A		☐	
(4)	Maintenance checklist.			☐	
(5)	Information on local recycling and composting programs.			☐	
(6)	Information on available local utility programs that purchase a portion of energy from renewable energy providers.			☐	
(7)	Explanation of the benefits of using energy-efficient lighting systems [e.g., compact fluorescent light bulbs, light emitting diode (LED)] in high-usage areas.			☐	
(8)	A list of practices to conserve water and energy.			☐	
(9)	Information on the importance and operation of the home's fresh air ventilation system.			☐	
(10)	Local public transportation options.			☐	
(11)	A diagram showing the location of safety valves and controls for major building systems.			☐	
(12)	Where frost-protected shallow foundations are used, owner is informed of precautions including: (a) instructions to not remove or damage insulation when modifying landscaping. (b) providing heat to the building as required by the ICC IRC or IBC. (c) keeping base materials beneath and around the building free from moisture caused by broken water pipes or other water sources.			☐	
(13)	A list of local service providers that offer regularly scheduled service and maintenance contracts to ensure proper performance of equipment and the structure (e.g., HVAC, water-heating equipment, sealants, caulks, gutter and downspout system, shower and/or tub surrounds, irrigation system).			☐	
(14)	A photo record of framing with utilities installed. Photos are taken prior to installing insulation, clearly labeled, and included as part of the building owners' manual.			☐	
(15)	List of common hazardous materials often used around the building and instructions for proper handling and disposal of these materials.			☐	
(16)	Information on organic pest control, fertilizers, deicers, and cleaning products.			☐	
(17)	Information on native landscape materials and/or those that have low water requirements.			☐	
(18)	Information on methods of maintaining the building's relative humidity in the range of 30 percent to 60 percent.			☐	
(19)	Instructions for inspecting the building for termite infestation.			☐	
(20)	Instructions for maintaining gutters and downspouts and importance of diverting water a minimum of 5 feet away from foundation.			☐	
(21)	A narrative detailing the importance of maintenance and operation in retaining the attributes of a green-built building.			☐	
(22)	Where stormwater management measures are installed on the lot, information on the location, purpose, and upkeep of these measures.			☐	
(23)	Explanation of and benefits from green cleaning in the home.			☐	
(24)	Retrofit energy calculator that provides baseline for future energy retrofits.			☐	
1001.2	1001. 2 Training of initial homeowners. Initial homeowners are familiarized with the role of occupants in achieving green goals. Training is provided to the responsible party(ies) regarding equipment operation and maintenance, control systems, and occupant actions that will improve the environmental performance of the building. These include: (1) HVAC filters. (2) Thermostat operation and programming. (3) Lighting controls. (4) Appliances operation. (5) Water heater settings and hot water use. (6) Fan controls. (7) Recycling and composting practices. (8) Whole-dwelling mechanical ventilation systems.	N/A 8	0	☐	
1002 CONSTRUCTION, OPERATION, AND MAINTENANCE MANUALS AND TRAINING FOR MULTI-UNIT BUILDINGS					
1002.0	1002.0 Intent. Manuals are provided to the responsible parties (owner, management, tenant, and/or maintenance team) regarding the construction, operation, and maintenance of the building. Paper or digital format manuals are to include information regarding those aspects of the building's construction, maintenance, and operation that are within the area of responsibilities of the respective recipient. One or more responsible parties are to receive a copy of all documentation for archival purposes.				
1002.1	1002.1 Building construction manual. A building construction manual, including five or more of the following, is compiled and distributed in accordance with Section 1002.0. (Points awarded per two items. Points awarded for non-mandatory items.)	1	2	Build-to-Rent? ☐	
(1)	A narrative detailing the importance of constructing a green building, including a list of green building attributes included in the building. This narrative is included in all responsible parties' manuals.	Mandatory		☑	
(2)	A local green building program certificate as well as a copy of the *National Green Building Standard™*, as adopted by the Adopting Entity, and the individual measures achieved by the building.	Mandatory		☑	
(3)	Warranty, operation, and maintenance instructions for all equipment, fixtures, appliances, and finishes.	Mandatory		☑	
(4)	Record drawings of the building.			☑	
(5)	A record drawing of the site including stormwater management plans, utility lines, landscaping with common name and genus/species of plantings.			☑	
(6)	A diagram showing the location of safety valves and controls for major building systems.			☑	
(7)	A list of the type and wattage of light bulbs installed in light fixtures.			☑	
(8)	A photo record of framing with utilities installed. Photos are taken prior to installing insulation and clearly labeled.			☐	

1002.2		1002.2 Operations manual. Operations manuals are created and distributed to the responsible parties in accordance with Section 1002.0. Between all of the operation manuals, five or more of the following options are included.	1	3	Build-to-Rent? ☐	
		(Points awarded per two items. Points awarded for non-mandatory items.)				
	(1)	A narrative detailing the importance of operating and living in a green building. This narrative is included in all responsible parties' manuals.	Mandatory		☑	
	(2)	A list of practices to conserve water and energy (e.g., turning off lights when not in use, switching the rotation of ceiling fans in changing seasons, purchasing ENERGY STAR appliances and electronics).	Mandatory		☑	
	(3)	Information on methods of maintaining the building's relative humidity in the range of 30 percent to 60 percent.			☑	
	(4)	Information on opportunities to purchase renewable energy from local utilities or national green power providers and information on utility and tax incentives for the installation of on-site renewable energy systems.			☑	
	(5)	Information on local and on-site recycling and hazardous waste disposal programs and, if applicable, building recycling and hazardous waste handling and disposal procedures.			☑	
	(6)	Local public transportation options.			☐	
	(7)	Explanation of the benefits of using compact fluorescent light bulbs, LEDs, or other high-efficiency lighting.			☑	
	(8)	Information on native landscape materials and/or those that have low water requirements.			☑	
	(9)	Information on the radon mitigation system, where applicable.			☐	
	(10)	A procedure for educating tenants in rental properties on the proper use, benefits, and maintenance of green building systems including a maintenance staff notification process for improperly functioning equipment.			☑	
	(11)	Information on the importance and operation of the building's fresh air ventilation system.			☑	
1002.3		1002.3 Maintenance manual. Maintenance manuals are created and distributed to the responsible parties in accordance with Section 1002.0. Between all of the maintenance manuals, five or more of the following options are included.	1	4	Build-to-Rent? ☐	
		(Points awarded per two items. Points awarded for non-mandatory items.)				
	(1)	A narrative detailing the importance of maintaining a green building. This narrative is included in all responsible parties' manuals.	Mandatory		☑	
	(2)	A list of local service providers that offer regularly scheduled service and maintenance contracts to ensure proper performance of equipment and the structure (e.g., HVAC, water-heating equipment, sealants, caulks, gutter and downspout system, shower and/or tub surrounds, irrigation system).			☑	
	(3)	User-friendly maintenance checklist that includes: (a) HVAC filters (b) thermostat operation and programming (c) lighting controls (d) appliances and settings (e) water heater settings (f) fan controls			☑	
	(4)	List of common hazardous materials often used around the building and instructions for proper handling and disposal of these materials.			☑	
	(5)	Information on organic pest control, fertilizers, deicers, and cleaning products.			☑	
	(6)	Instructions for maintaining gutters and downspouts and the importance of diverting water a minimum of 5 feet away from foundation.			☑	
	(7)	Instructions for inspecting the building for termite infestation.			☑	
	(8)	A procedure for rental tenant occupancy turnover that preserves the green features.			☑	
	(9)	An outline of a formal green building training program for maintenance staff.			☑	
	(10)	A green cleaning plan which includes guidance on sustainable cleaning products.			☐	
	(11)	A maintenance plan for active recreation and play spaces (e.g., playgrounds, ground markings, exercise equipment.			☑	
1002.4		1002.4 Training of building owners. Building owners are familiarized with the role of occupants in achieving green goals. On-site training is provided to the responsible party(ies) regarding equipment operation and maintenance, control systems, and occupant actions that will improve the environmental performance of the building. These include:	Mandatory 8	8	☑ Build-to-Rent? ☐	
	(1)	HVAC filters				
	(2)	thermostat operation and programming				
	(3)	lighting controls				
	(4)	appliances operation				
	(5)	water heater settings and hot water use				
	(6)	fan controls				
	(7)	recycling and composting practices				
	(8)	Whole-dwelling mechanical ventilation systems				
1002.5		1002.5 Multifamily occupant manual. An occupant manual is compiled and distributed in accordance with Section 1002.0. *[Points awarded for non-mandatory items.]*	1 per 2 items	2	Build-to-Rent? ☐	
	(1)	NGBS certificate	Mandatory		☑	
	(2)	List of green building features	Mandatory		☑	
	(3)	Operations manuals for all appliances and occupant operated equipment including lighting and ventilation controls, thermostats, etc.	Mandatory		☑	
	(4)	Information on recycling and composting programs			☑	
	(5)	Information on purchasing renewable energy from utility			☑	
	(6)	Information on energy efficient replacement lamps			☑	
	(7)	List of practices to save water and energy			☑	
	(8)	Local public transportation options			☐	
	(9)	Explanation of benefits of green cleaning			☐	
1002.6		1002.6 Training of multifamily occupants. Prepare a training outline, video or website that familiarizes occupants with their role in maintaining the green goals of the project. Include all equipment that the occupant(s) is expected to operate including but not limited.	1 per 2 items	0	Build-to-Rent? ☐	
	(1)	Lighting controls			☐	
	(2)	Ventilation controls			☐	
	(3)	Thermostat operation and programming			☐	
	(4)	Appliances operation			☐	
	(5)	Recycling and composting			☐	
	(6)	HVAC filters			☐	
	(7)	Water heater setting and hot water use			☐	
1003 PUBLIC EDUCATION						
1003.0		1003.0 Intent. Increase public awareness of the National Green Building Standard and projects constructed in accordance with National Green Building Standard to help increase demand for high-performance homes.				
1003.1		1003.1 Public Education. One or more of the following is implemented:	2 Max	0		
	(1)	Signage. Signs showing the project is designed and built in accordance with the National Green Building Standard are posted on the construction site.	1		☐	
	(2)	Certification Plaques. National Green Building Standard certification plaques with rating level attainted are placed in a conspicuous location near the utility area of the home or, in a conspicuous location near the main entrance of a multifamily building.	1		☐	
	(3)	Education. A URL for the National Green Building Standard is included on site signage, builder website (or property website for multifamily buildings), and marketing materials for homes certified under the National Green Building Standard.	1		☐	

1004 POST OCCUPANCY PERFORMANCE ASSESSMENT

1004.0		1004.0 Intent. A verification system for post occupancy assessment of the building is intended to be a management tool for the building owner to determine if energy or water usage have deviated from expected levels so that inspection and correction action can be taken.				
1004.1		1004.1 A verification system plan is provided in the building owner's manual (Sections 1001 or 1002). The verification system provides methods for demonstrating continued energy and water savings that are determined from the building's initial year of occupancy of water and energy consumption as compared to annualized consumption at least every four years.				
	(1)	Verification plan is developed to monitor post-occupancy energy and water use and is provided in the building owner's manual.	1	0	☐	
	(2)	Verification system is installed in the building to monitor post-occupancy energy and water use.	3	0	☐	

1005 INNOVATIVE PRACTICES

1005.1		1005.1 Appraisals. One or more of the following is implemented:				
	(1)	Energy rating or projected usage data is posted in an appropriate location in the home, or public posting so that an appraiser can access the energy data for an energy efficiency property valuation.	2	0	☐	
	(2)	An Appraisal Institute Form 820.05 "Residential Green and Energy Addendum" or Form 821 "Commercial Green and energy Efficient Addendum" that consider NGBS, LEED, ENERGY STAR certifications and equivalent programs, is completed for the appraiser by a qualified professional or builder to use in performing the valuation of the property.	2	0	☐	
	(3)	NGBS certification information or one of the Appraisal Institute Forms cited in (2) above is uploaded to a multiple listing service (MLS) or equivalent database so that appraisers can access it to compare property valuations.	2	2	Home Innovation makes key certification details available, but MLS organizations need to take affirmative action to ensure data is received and made publicly available. Contact us for more details.	

END OF CHAPTER 10

DOE ENH MF v2 & ENERGY STAR MFNC v1.2 Evaluation Report

Village at Clear Spring – Phase II

Leesburg, VA



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Executive Summary of Scoring

April 29, 2026

D3G reviewed the provided property information, project specifications, and interviews with the client to score the project in the ERI Path of the Department of Energy's (DOE) Efficient New Homes (ENH – formerly ZERH) v2 Multifamily & ENERGY STAR Multifamily New Construction program v1.2.

All notes in the attached report and checklist items must be addressed in the project plan and specifications to meet the mandatory requirements. As with any ENH and ENERGY STAR project, D3G encourages the design and construction teams to maintain and monitor value-engineering activities to avoid missing mandatory checklist items.

The General Contractor must coordinate with the HERS Rater to ensure that all necessary inspections occur at the rough and final stages of all dwelling units. These inspections are required for the property to obtain the certification upon completion.

Notice to Builders / Developers:

DOE Efficient New Homes (formerly ZERH):

Getting started: Builders, developers, and architects must sign up and initiate a Partnership Agreement with the Department of Energy, acknowledging their roles and responsibilities as partners.

The website to initiate the partnership can be found here:
Partner Central | Department of Energy

Additional Documents:
Builders/Developers: https://www.energy.gov/sites/default/files/2024-03/bto-zerh-partner-agreement-builder-developer-032624.pdf
Architects:
https://www.energy.gov/sites/default/files/2014/10/f18/ZERH%20Arch%20Designer%20PA%20Final_0.pdf
Note: A Builder ID number will be required to complete and register all dwelling units on the property.

ENERGY STAR:

Getting started: Builders and developers must sign and initiate a Partnership Agreement with the EPA, acknowledging their roles and responsibilities as partners. In addition, they must agree to document their commitment to the MFNC Program Requirements.

The website to initiate the partnership can be found here:
https://www.energystar.gov/partner_resources/join_energy_star/new_home_construction

*For an overview of the Multifamily New Construction (MFNC) certification process, please visit the following link:
https://www.energystar.gov/partner_resources/residential_new/program_reqs/mfnc_cert_process

*The ERI Path was used to show compliance with program requirements.

Property Description	
Estimated Construction Year	2029
Primary function of property	Multifamily Housing
Other property usage types (i.e. retail, restaurants, etc.)	Amenity Spaces
Number of buildings	1
Number of dwelling units	83
Number of bedrooms	140
Number of units in a low-rise setting (1-4 stories)	83
Gross Floor Area – Total (incl. common spaces)	75,533

Energy Efficiency Threshold				
ERI Targets for ENERGY STAR v1.2 & DOE ENH v2				
Unique Unit Types	Current ERI (worst-case)	ENERGY STAR v1.2 ERI Target	DOE ENH v2 ERI Target	Target Met (Y/N)*
1 Bedroom LL	49	59	54	Y
1 Bedroom ML	46	54	50	Y
1 Bedroom TL	46	55	50	Y
1 Bedroom Alt LL	48	60	54	Y
1 Bedroom Alt ML	45	54	49	Y
1 Bedroom Alt TL	45	56	49	Y
2 Bedroom LL	48	59	54	Y
2 Bedroom ML	45	54	50	Y
2 Bedroom TL	46	56	50	Y
2 Bedroom Alt LL	47	56	53	Y
2 Bedroom Alt ML	44	54	50	Y
2 Bedroom Alt TL	46	58	50	Y
3 Bedroom LL	46	55	52	Y
3 Bedroom ML	43	52	48	Y
3 Bedroom TL	44	50	48	Y
3 Bedroom Alt LL	46	55	53	Y
3 Bedroom Alt ML	42	53	48	Y
3 Bedroom Alt TL	44	50	49	Y

*The project must still meet the minimum efficiencies listed in the National Program Requirements Exhibit 2.

If during the design phase, the target ERI score is not met in any worst-case dwelling unit type, improvements in the building thermal envelope or system efficiencies must be made to lower the score and meet the required Efficient New Homes threshold.

Energy Modeling Inputs				
Building Envelope				
Building Component	**Simulated Energy Model Design**	**Recommended efficiencies listed for ENERGY STAR v1.2 and DOE ENH v2 in CZ 4a**	**Practice Met (Y/N)**	**Notes**
Podium	R-15 perimeter insulation extended to 2' depth	None	**Y**	
Foundation Walls	R-10 continuous insulation on foundation walls	R-15 continuous insulation	**Y**	
Floors	Adiabatic assemblies – R-11 fiberglass batts for sound attenuation No exterior cantilevers are present in the current design	U-0.033 (R-30) for floors adjacent to unconditioned areas	**Y**	
Exterior Wall Assemblies	Planned: U-0.045 (R-21+3) wall, rim, and band	2021 IECC (Residential, wood-frame): U-.047 (R-20+3.8)	**Y**	
Windows	U-Values of .28 and SHGCs of .25	U-Values of .30 and SHGCs of .30	**Y**	
Doors	U-0.021 (opaque)	Opaque doors, U-0.17 Glass doors, U-.25, SHGC .25	**Y**	
Ceiling	U-0.021 – Trusses, 24" o.c. with R-40 continuous insulation on top of roof deck and an R-11 fiberglass batt pinned to the underside of the roof deck	U-0.024	**Y**	A0.3a should say R-30 CONT. + R-11 batt underpinned for "Roof Surface" to meet ERI Targets for top-floor units

Mechanical Systems, Appliances, Lighting, Infiltration, and Mechanical Ventilation (Dwelling Units)				
Building Component	**Simulated Energy Model Design**	**Recommended efficiencies listed for ENERGY STAR v1.2 and DOE ENH v2 in CZ 4a**	**Practice Met (Y/N)**	**Notes**
Dwelling Unit – Heating and Cooling	Dwelling units are heated by air source heat pumps – 14.3 SEER2, 7.8 & 7.5 HSPF2	None	**Y**	
Ductwork	All ductwork is modeled within the thermal envelope	100% within the thermal envelope	**Y**	
Thermostats	Smart thermostats – Ecobee or equivalent	Programmable with adaptive heat recovery	**Y**	
Dwelling Unit Ventilation	**ERV systems:** 70% Rec., 40 CFM, 23W, 18-21 hr/day intermittent operation The basis of design will be Panasonic FV-06VE1	≤ 2.9 CFM/W, required dwelling unit CFM measured as (0.01 x CFA) + (7.5 x (Nbr +1))	**Y**	
Dwelling Unit Water Heating	40 & 50-gallon electric storage tanks. .93 UEF	≥ 1.95 UEF for dwelling units	**Y**	
Hot Water Efficiency	R-3 insulated hot water lines	Hot water distribution of 1.8 gallons or less (6.8 liters) In-dwelling unit, recirculation systems (if any) must use on-demand controls.	**Y**	
Dwelling Unit Kitchen Appliances & Fans	ENERGY STAR appliances Refrigerators – 400 kWh/yr Dishwashers – 270 kWh/yr	ENERGY STAR refrigerators, ceiling fans, and dishwashers	**TBD**	Confirm ceiling fans and appliances meet ENERGY STAR Certification

Mechanical Systems, Appliances, Lighting, Infiltration, and Mechanical Ventilation (Dwelling Units) Continued				
Building Component	**Simulated Energy Model Design**	**Recommended efficiencies listed for ENERGY STAR v1.2 and DOE ENH v2 in CZ 4a**	**Practice Met (Y/N)**	**Notes**
Dwelling Unit Laundry Appliances	ENERGY STAR washer/dryers Washers – 152 kWh/yr, 2.06 IMEF Dryers – 3.8 CEF, moisture sense	No requirement for ERI Path. See recommendation	**TBD**	Recommend supplying tenants with ENERGY STAR washers/dryers
Dwelling Unit Lighting	100% LED throughout	ENERGY STAR light bulbs or fixtures with Tier II efficiency in 100% of Qualifying Light Fixture Locations	**Y**	Confirm
Dwelling Unit Fixtures	EPA WaterSense modeled	Bathroom faucets, aerators, and showerheads must be EPA WaterSense Certified	**TBD**	Confirm WaterSense
Building Envelope Air Tightness	0.3 CFM50/ft2 of enclosure surface	0.3 CFM50/ft2 of enclosure surface, unit-by-unit	**TBD**	Advanced air sealing/compartmentalization of units must be added to the project scope
Duct leakage	TDL: ≤ 8 CFM25/100 CFA ft² DLTO: 0 CFM25/100 CFA ft²	TDL: ≤ 8 CFM25/100 CFA ft² DLTO: 0 CFM25/100 CFA ft²	**TBD**	Must be added to project plans/ specifications
HVAC Functional Testing (Track A)	Grade 1 total duct leakage, blower fan airflow, blower fan watt draw, and refrigerant charge modeled	Grade 1 total duct leakage, blower fan airflow (-7.5% dev.), blower fan watt draw (0.45 W/cfm), and grade 3 refrigerant charge	**TBD**	Must be added to project plans/ specifications – refrigerant charge weigh-in method required

Mechanical Systems, Appliances, Lighting, Infiltration, and Mechanical Ventilation (Common Areas)				
Building Component	**Simulated Energy Model Design**	**Recommended Efficiencies for ENERGY STAR v1.2 and DOE ENH v2 in CZ 4a**	**Practice Met (Y/N)**	**Notes**
Common Area – Heating and Cooling	Air source heat pumps with efficiencies of 14.3 SEER2, 7.5 HSPF2	N/A	**Y**	
Common Area Ventilation	TBD	See 6.6 of the National Rater Field Checklist & National HVAC Design Supplement to Std. 310 for Common Spaces	**TBD**	
Common Area DHW	WH-3 UEF .93	.95 EF (.93 UEF)	**Y**	
Common Area Appliances	ENERGY STAR	Same as dwelling units	**Y**	
Common Area Lighting	TBD	All common spaces (excluding the building lobby, mechanical equipment rooms, and areas where automatic shutoff would endanger occupant safety), have occupancy sensors, programmed timers, or automatic bi-level lighting controls installed, and their operation has been verified.	**Y**	
Exterior Site Lighting	100% LED with photometric control	Fixtures, including parking lot fixtures, must include automatic switching on timers or photocell controls, except for fixtures intended for 24-hour operation, those required for security, or those associated with the electric meter for an individual dwelling unit.	**TBD**	Confirm

Additional Requirements – DOE ENH v2 (formerly ZERH)

Under the ERI path, each dwelling unit must be at least equivalent in performance to the applicable minimum requirements of the ENH MF v2 Target Dwelling Design (Appendix B), as assessed through energy modeling table on page 3. Dwelling units and common spaces must also meet or exceed the ENH MF v2 National Rater Checklist (Appendix C), which includes meeting the applicable mandatory requirements as shown in Exhibit 1 (Appendix A). *On-site power generation may not be used to meet the ENH MF V2 ERI Target.*

D3G strongly encourages including the DOE ENH v2 requirements in the Project Manual and/or drawings and requires the General Contractor and Architect to review the Design and Field checklists.

Additional Requirements – ENERGY STAR v1.2

For buildings pursuing the ERI Path, the ENERGY STAR Multifamily Reference Design is the set of efficiency features modeled to determine the ENERGY STAR ERI Target for each unit pursuing certification. Therefore, while the features below are not mandatory in the units for buildings pursuing the ERI Path, other measures will be needed to achieve the ENERGY STAR ERI Target if they are not used. The features listed in Appendix D are mandatory within the common spaces as specified in the National Rater Design Review and Field Checklists and the Common Space Applicability list. In addition, note that the Mandatory Requirements for All Certified Multifamily Buildings, Exhibit 2 (Appendix E) of the National Program Requirements, contain additional requirements such as total duct leakage limits, minimum allowed insulation levels, and minimum allowed fenestration performance. Therefore, D3G recommends reviewing the documents in Exhibit 2 (Appendix E) before final product and equipment selection.

D3G strongly encourages the inclusion of the ENERGY STAR MFNC requirements in the Project Manual and requires the General Contractor and Architect to review the Rater Design and Field checklists. The attached findings summarize key program requirements and any modifications that will be necessary to achieve compliance and avoid potential issues.

Additional Requirements – Indoor airPLUS

All projects certifying to DOE ENH v2 and ENERGY STAR v1.2 must also follow the mandatory checklist and construction specifications under the EPA Indoor airPLUS version 1 (Rev. 04). For a complete list of measures and instructions, see Appendix G. A complete list of requirements by version can be found on the EPA website under: Indoor AirPlus Program Documents | US EPA.

Builder Responsibilities

a. It is the exclusive responsibility of builders to ensure that each certified home is constructed to meet the Indoor airPlus requirements identified as "Builder Responsibility."

b. While builders are not required to maintain documentation demonstrating compliance for each individual certified home, they are required to develop a process to ensure compliance for each certified home (e.g., incorporate these requirements into the Scope of Work for subcontractors, require a site supervisor to inspect each home for these requirements, and/or subcontract the verification of these requirements to a Verifier).

c. A Builder representative must review these Items with a representative of the Verification Organization and attest to their compliance at least once per development/community by signing using the IAP Builder Responsibilities form. The Verifier shall retain the signature page with IAP certification documentation for the home or the development/community. The form may be signed and retained either physically or electronically.

d. If the EPA determines that a certified home was constructed without meeting these requirements, the dwelling unit, sleeping unit, or building may be decertified.

Additional Requirements – DOE ENH PV Ready

The Photovoltaic Ready provisions of the DOE Zero Energy Ready Home program shall be met by any building eligible for certification under the Multifamily National Program Requirements Version 2 or the Multifamily California Program Requirements Version 2, unless one or more of the exceptions (noted below) apply.

a. The building already includes an on-site PV system with a capacity of at least 1 Watts per square foot of roof area. The Rater must retain system documentation.
b. The building receives renewable energy from a community solar system, and there is a legally binding agreement for providing this energy to the building for a duration of ≥ 15 years. This agreement is written to survive a full or partial transfer of ownership of the property. The Rater must retain documentation of this agreement.
c. A building with a solar-ready zone that is shaded for more than 70 percent of daylight hours annually. The rater must retain documentation of the analysis concluding that the 70 percent threshold is not met.
d. Buildings where 75% or more of the roof (by surface area) have a slope of 4:12 or greater, and no portion of the 4:12 or greater roof section is oriented between 110 degrees to 270 degrees of true north. The Rater must retain documentation.
e. A building where the licensed professional certifies that the solar zone area required by this checklist cannot be met because of extensive rooftop equipment, skylights, vegetated roof areas, or other obstructions. The rater must retain this documentation.

Additional Requirements – DOE ENH EV Ready

Electric Vehicle Ready provisions of the DOE Efficient New Homes program shall be met by any building eligible for certification under the Multifamily National Program Requirements Version 2.

Exceptions:

a. Where the local electric distribution entity has certified in writing that it is not able to provide 100% of the necessary distribution capacity that would be needed according to this checklist (assuming that all of the required EVSE, EV Ready, and EV Capable spaces are eventually energized) within 2 years after the estimated date of the certificate of occupancy, the required EV charging infrastructure shall be reduced based on the available existing electric distribution capacity. The Rater must include the utility's written explanation in the project records.

b. Where meeting the capacity requirements associated with eventually energizing all of the EVSE, EV Ready, and EV Capable spaces required by this checklist will alter the local utility infrastructure design requirements on the utility side of the meter to increase the utility side cost to the builder or developer by more than $450 per dwelling unit, the required EV charging infrastructure shall be reduced based on the available existing electric distribution capacity. The Rater must include documentation from the utility regarding added costs in the project records.

1. National Program Requirements – ENERGY STAR v1.2

Party Responsible	Mandatory Requirements
Requirements Applicable to Track A & B	
Rater	• Completion of MFNC National Rater Design Review Checklist, Version 1 / 1.1 / 1.2 • Completion of MFNC National Rater Field Checklist, Version 1 / 1.1 / 1.2
Builder or Developer	• Completion of MFNC National Water Management System Requirements, Version 1 / 1.1 / 1.2
Requirements Only Applicable to Track A – HVAC Grading by Rater [16]	
HVAC System Designer	• Completion of HVAC design report(s) compliant with ANSI / RESNET / ACCA 310, plus the SFNH / MFNC National HVAC Design Supplement(s) to Std. 310 for Dwellings & Units, All Versions • Completion of the MFNC National HVAC Design Supplement to Std. 310 for Common Spaces & Central Systems, All Versions, where applicable
Functional Testing Agent	• Completion of applicable sections of the National HVAC Functional Testing Checklist, Version 1 / 1.1 / 1.2. Exempt from Sections 2 and 3 for Dwelling Unit HVAC as the Rater is the party responsible for assessing these systems installation quality in accordance with ANSI / RESNET / ACCA 310
Requirements Only Applicable to Track B – HVAC Testing by FT Agent	
HVAC System Designer	• Completion of MFNC National HVAC Design Report, Version 1 / 1.1 / 1.2
Functional Testing Agent	• Completion of MFNC National HVAC Functional Testing Checklist, Version 1 / 1.1 / 1.2

Note: Unless otherwise noted, Track A will be pursued as part of the Certified Building.

2. National Rater Field Checklist Requirements – To be confirmed.

Whole Building Energy Consumption Data Acquisition Plan

- For buildings 50,000 ft² and larger, a strategy that enables the collection of monthly or annual building-level energy consumption data (electricity, natural gas, chilled water, steam, fuel oil, propane, etc.) has been confirmed.

3. National HVAC Design Report Requirements

HVAC Designer Responsibilities

- Complete one National HVAC Design Report for each building, including system design for all unique unit plans and shared spaces. For projects with multiple buildings, one National HVAC Design Report per building or per project is permitted.
- Obtain efficiency features (e.g., window performance, insulation levels, and infiltration rate) from the builder, architect, or Rater.
- **Provide the completed National HVAC Design Report to the Rater and the person/company completing the National HVAC Functional Testing Checklist before construction kick-off.**

- A copy of the MFNC HVAC Design Excel Tool can be downloaded from: https://www.energystar.gov/sites/default/files/2024-05/ENERGY%20STAR%20MFNC%20HVAC%20Design%20Report%20EXCEL%20V1Rev04.02.xlsm

4. HVAC Contractors

- HVAC Quality Installation Training and Oversight Organizations (H-QUITOs) are independent, third-party oversight organizations that provide HVAC contractors with the required training and oversight activities.
- By becoming credentialed to work with ENERGY STAR, contractors can access a select group of leading builders and developers that consistently deliver high-quality homes and apartments.
- How to Become an HVAC Quality Installation Training and Oversight Organization ("H-QUITO")

5. National Water Management System Requirements

Builder / Developer Partner Responsibilities

- It is the exclusive responsibility of the Partner to ensure that each multifamily building is constructed to meet these requirements.
- While Partners are not required to maintain documentation demonstrating compliance for each multifamily building, Partners are required to develop a process to ensure compliance for each building (e.g., incorporate these requirements into the Scope of Work for relevant sub-contractors, require the site supervisor to inspect each building for these requirements, and/or sub-contract the verification of these requirements to a Rater).
- If the EPA determines that a certified multifamily building was constructed without meeting these requirements, the building may be decertified.
- MFNC Water Management System Requirements

Disclaimer and Limitations

As the ENERGY STAR MFNC, DOE ENH (fka: ZERH), and Indoor airPLUS inspector, D3G has no authority to award the project certification. The authority to certify the project belongs to the certifying entity.

While certification will comply with many code requirements, a Rater is not responsible for ensuring that all code requirements have been met before certification. For more information about how these program requirements help satisfy code requirements, visit www.energystar.gov/newhomesguidance. If a code requirement, a manufacturer's installation instructions, or an engineering document conflicts with a requirement of the ENERGY STAR program (e.g., slab insulation is prohibited to allow visual access for termite inspections), then the conflicting requirement within these requirements shall not be met. Certification shall only be permitted if the Rater has determined that no equivalent option could meet the conflicting requirement (e.g., switching from exterior to interior slab edge insulation). Note that a dwelling unit must still meet its ENERGY STAR ERI Target. Therefore, other efficiency measures may be needed to compensate for the omission of the conflicting requirement.

Certification is contingent upon the client's compliance with all mandatory program requirements. Without 100% compliance, D3G does not guarantee the project's final certification.

D3G's consulting role is advisory in nature. D3G will guide materials, methods, and strategies to meet program requirements. The client assumes all responsibility for the final design, material selection, and installation of systems.

Energy modeling, inspections, testing, and other services provided by D3G should not be interpreted as a guarantee of warranty of building durability or energy performance. Through the building program documentation and onsite inspections, D3G certifies that the information in the submitted documents is accurate and consistent with the DOE ENH and ENERGY STAR National Program Requirements. D3G, as the ENERGY STAR MFNC inspector, submits the inspection information and report details to the Home Certification Organization, which will then approve the project certification.

The professional services rendered by D3G are for the client's sole benefit and use. Governing law related to the services performed may be subject to reasonable interpretation. This report does not represent that D3G's opinions and interpretations of governing laws, codes, standards, or regulations are exclusive to all others, and D3G shall not be liable because of contrary opinions or interpretations of clients or governmental or regulatory agencies.

Sincerely,



Kevin Robicheau, HERS Rater, NGBS Verifier _____



Stephen Evanko, LEED AP, NGBS Master Verifier _____

PROPOSED ENERGY MODELING REPORTS FOR VIRGINIA HOUSING

CORPORATE HEADQUARTERS ◆ 201 WYLDEROSE DRIVE ◆ MIDLOTHIAN, VIRGINIA 23113
804.358.2020 ◆ FAX 804. 97.6404 ◆ WWW.D3G.COM
Providing nationwide service to protect your investments

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: vD7ZJJed

HERS® Index Score:

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

Annual Savings

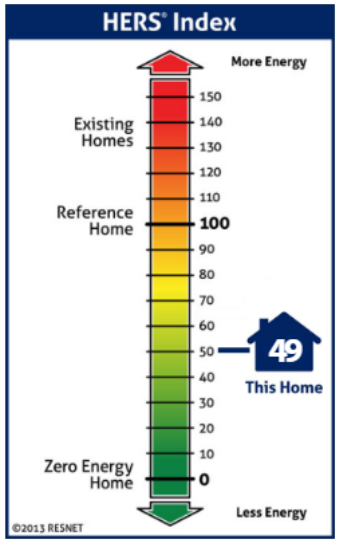
$818

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.2	$182
Cooling	0.4	$13
Hot Water	5.8	$205
Lights/Appliances	9.2	$325
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**20.6**	**$784**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	720 ft^2
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 1.65 ACH50)
Ventilation:	40 CFM • 19 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (3.75 / 100 ft^2)
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	N/A

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:51 PM

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type A Bottom

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	59
As Designed Home ERI (HERS)	49
As Designed Home ERI (HERS) w/o PV	49

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	7.8	4.8
Cooling	0.3	0.1
Water Heating	4.2	5.0
Lights and Appliances	10.9	9.4
Total	23.2	19.3

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.1

Energy Cost Savings $/yr

Heating	27
Cooling	-4
Water Heating	-33
Lights & Appliances	57
Generation Savings	0
Total	47

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.

U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	49	N/A	54

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: vD7ZJJed

HERS® Index Score:

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

Annual Savings

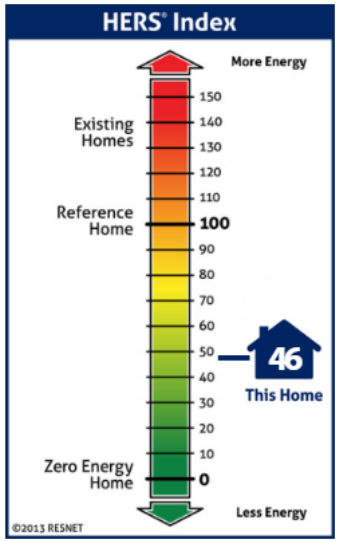
$824

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.7	$96
Cooling	1.3	$45
Hot Water	5.8	$205
Lights/Appliances	9.0	$317
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**18.8**	**$722**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	720 ft^2
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 0.54 ACH50)
Ventilation:	40 CFM • 19 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (3.75 / 100 ft^2)
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-11

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:49 PM

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type A
Middle

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	54
As Designed Home ERI (HERS)	46
As Designed Home ERI (HERS) w/o PV	46

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	4.5	1.7
Cooling	1.6	1.4
Water Heating	4.2	5.0
Lights and Appliances	9.7	9.2
Total	20.0	17.2

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.1

Energy Cost Savings $/yr

Heating	33
Cooling	-1
Water Heating	-36
Lights & Appliances	23
Generation Savings	0
Total	20

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.

U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	46	N/A	50

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: vD7ZJJed

HERS® Index Score:

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

Annual Savings

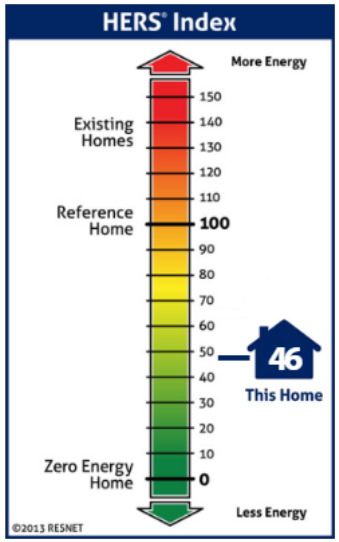
$861

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.9	$136
Cooling	1.5	$54
Hot Water	5.6	$196
Lights/Appliances	9.0	$317
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**20.0**	**$763**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	720 ft^2
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 1.65 ACH50)
Ventilation:	40 CFM • 19 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (3.75 / 100 ft^2)
Above Grade Walls:	R-24
Ceiling:	Vaulted Roof / Exposed Exterior, R-41
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-11

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:47 PM

ekotrope

Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:5.0.2.3852
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type A Top

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	55
As Designed Home ERI (HERS)	46
As Designed Home ERI (HERS) w/o PV	46

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	6.2	3.0
Cooling	2.0	1.6
Water Heating	4.0	4.8
Lights and Appliances	9.7	9.1
Total	22.0	18.5

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.0

Energy Cost Savings $/yr

Heating	23
Cooling	-0
Water Heating	-33
Lights & Appliances	24
Generation Savings	0
Total	14

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, 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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U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	46	N/A	50

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: 2JRWmQk2

HERS® Index Score:

48

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

Annual Savings

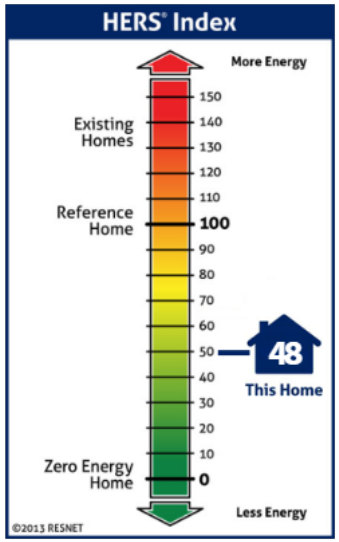
$887

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.5	$193
Cooling	0.3	$12
Hot Water	5.7	$201
Lights/Appliances	9.7	$341
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**21.3**	**$807**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	806 ft^2
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 1.69 ACH50)
Ventilation:	40 CFM • 19 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (3.83 / 100 ft^2)
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	N/A

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:51 PM

ekotrope

Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:5.0.2.3852
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type A-A Bottom

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	60
As Designed Home ERI (HERS)	48
As Designed Home ERI (HERS) w/o PV	48

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	8.8	5.1
Cooling	0.2	0.1
Water Heating	4.2	4.9
Lights and Appliances	11.6	9.9
Total	24.7	20.0

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.1

Energy Cost Savings $/yr

Heating	38
Cooling	-5
Water Heating	-31
Lights & Appliances	64
Generation Savings	0
Total	65

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, 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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U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	48	N/A	54

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: 2JRWmQk2

HERS® Index Score:

45

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

Annual Savings

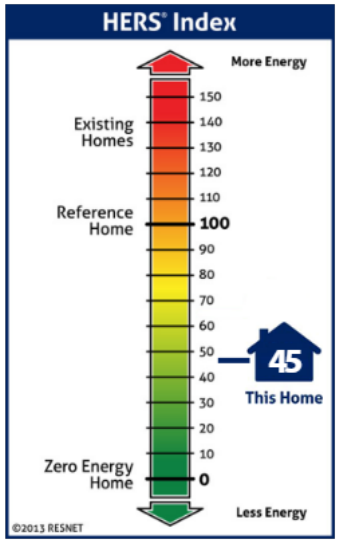
$889

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.9	$102
Cooling	1.3	$46
Hot Water	5.7	$201
Lights/Appliances	9.5	$333
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**19.4**	**$742**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	806 ft^2
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 0.53 ACH50)
Ventilation:	40 CFM • 19 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (3.83 / 100 ft^2)
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-11

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:49 PM

ekotrope

Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:5.0.2.3852
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type A-A
Middle

Builder

DOES NOT PASS
UNCONFIRMED

Mandatory Requirements

This design does not pass Energy Star

ERI (HERS) Index Target

Reference Home ERI (HERS)	54
As Designed Home ERI (HERS)	45
As Designed Home ERI (HERS) w/o PV	45

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	5.0	1.7
Cooling	1.7	1.4
Water Heating	4.1	4.9
Lights and Appliances	10.2	9.6
Total	21.0	17.7

This home DOES NOT MEET the requirements for designation as an EPA ENERGY STAR Qualified Home.

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.1

Energy Cost Savings $/yr

Heating	36
Cooling	-0
Water Heating	-35
Lights & Appliances	26
Generation Savings	0
Total	28

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, 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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U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

DOES NOT PASS

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	45	N/A	49

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: 2JRWmQk2

HERS® Index Score:

45

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

Annual Savings

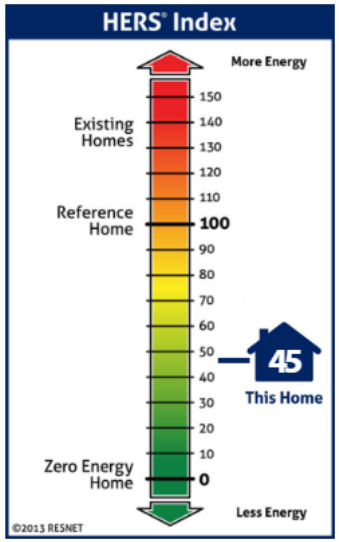
$938

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.3	$150
Cooling	1.6	$56
Hot Water	5.5	$192
Lights/Appliances	9.5	$333
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**20.8**	**$792**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	806 ft^2
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 1.73 ACH50)
Ventilation:	40 CFM • 19 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (3.83 / 100 ft^2)
Above Grade Walls:	R-24
Ceiling:	Vaulted Roof / Exposed Exterior, R-41
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-11

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:47 PM

ekotrope

Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:5.0.2.3852
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type A-A
Top

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	56
As Designed Home ERI (HERS)	45
As Designed Home ERI (HERS) w/o PV	45

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	7.2	3.4
Cooling	2.1	1.7
Water Heating	4.0	4.7
Lights and Appliances	10.3	9.6
Total	23.5	19.4

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.1

Energy Cost Savings

	$/yr
Heating	29
Cooling	1
Water Heating	-32
Lights & Appliances	26
Generation Savings	0
Total	25

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, 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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U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	45	N/A	49

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: 26bnBQV2

HERS® Index Score:

48

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

Annual Savings

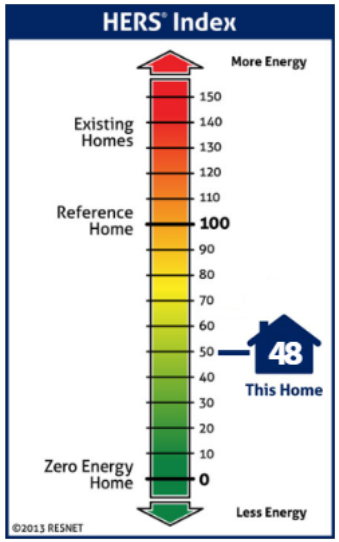
$1,043

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.2	$219
Cooling	0.6	$19
Hot Water	7.5	$264
Lights/Appliances	11.4	$402
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**25.7**	**$965**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	948 ft^2
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 1.69 ACH50)
Ventilation:	59 CFM • 39 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (2.85 / 100 ft^2)
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	N/A

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:51 PM

ekotrope

Ekotrope RATER - Version:5.0.2.3852

Energy savings calculated without modifications to the energy model. (As Modeled)

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type B
Bottom

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	59
As Designed Home ERI (HERS)	48
As Designed Home ERI (HERS) w/o PV	48

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	9.8	5.6
Cooling	0.5	0.3
Water Heating	5.5	6.6
Lights and Appliances	13.4	11.6
Total	29.2	24.1

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.1

Energy Cost Savings $/yr

Heating	39
Cooling	-4
Water Heating	-45
Lights & Appliances	68
Generation Savings	0
Total	57

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.

U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	48	N/A	54

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: 26bnBQV2

HERS® Index Score:

45

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

Annual Savings

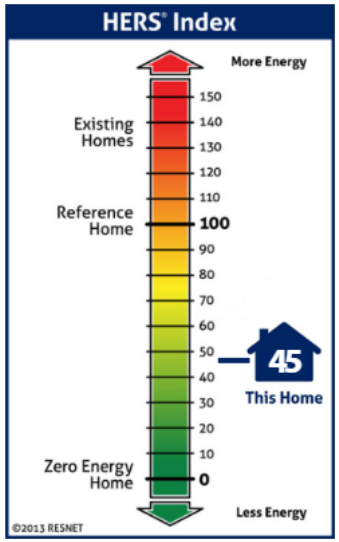
$1,062

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.5	$124
Cooling	1.7	$59
Hot Water	7.5	$264
Lights/Appliances	11.1	$391
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**23.8**	**$898**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	948 ft^2
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 0.51 ACH50)
Ventilation:	59 CFM • 39 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (2.85 / 100 ft^2)
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-11

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:49 PM

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type B
Middle

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	54
As Designed Home ERI (HERS)	45
As Designed Home ERI (HERS) w/o PV	45

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	6.0	2.1
Cooling	2.2	1.8
Water Heating	5.4	6.6
Lights and Appliances	11.9	11.4
Total	25.5	21.9

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.1

Energy Cost Savings $/yr

Heating	39
Cooling	3
Water Heating	-49
Lights & Appliances	27
Generation Savings	0
Total	20

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, 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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U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	45	N/A	50

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: 26bnBQV2

HERS® Index Score:

46

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

Annual Savings

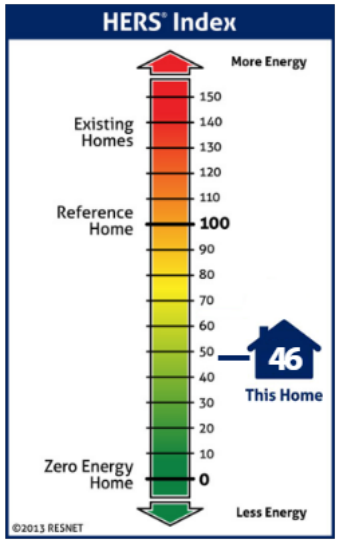
$1,111

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.2	$182
Cooling	2.0	$71
Hot Water	7.2	$253
Lights/Appliances	11.1	$391
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**25.5**	**$957**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	948 ft²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 1.71 ACH50)
Ventilation:	59 CFM • 39 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (2.85 / 100 ft²)
Above Grade Walls:	R-24
Ceiling:	Vaulted Roof / Exposed Exterior, R-41
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-11

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:47 PM

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type B Top

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

UNCONFIRMED

ERI (HERS) Index Target

Reference Home ERI (HERS)	56
As Designed Home ERI (HERS)	46
As Designed Home ERI (HERS) w/o PV	46

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	8.4	4.1
Cooling	2.8	2.1
Water Heating	5.2	6.4
Lights and Appliances	11.9	11.2
Total	28.4	23.8

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.0

Energy Cost Savings

	$/yr
Heating	26
Cooling	5
Water Heating	-45
Lights & Appliances	27
Generation Savings	0
Total	13

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, 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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U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	46	N/A	50

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: LXgjGwe2

HERS® Index Score:

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

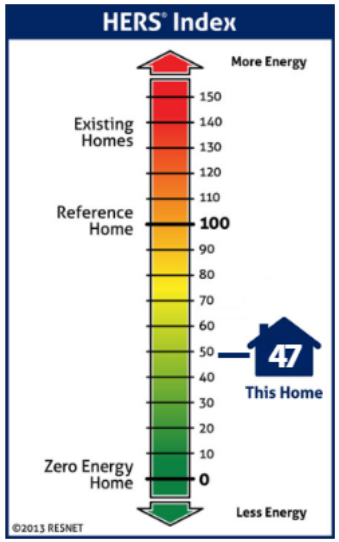
Annual Savings

$1,201
*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.8	$273
Cooling	0.6	$22
Hot Water	7.3	$258
Lights/Appliances	12.1	$424
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**27.8**	**$1,037**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	1,110 ft²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 2.03 ACH50)
Ventilation:	59 CFM • 39 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (2.43 / 100 ft²)
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	N/A

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:51 PM

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type B A Bottom

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	56
As Designed Home ERI (HERS)	47
As Designed Home ERI (HERS) w/o PV	47

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	10.6	7.4
Cooling	0.6	0.3
Water Heating	5.4	6.5
Lights and Appliances	14.2	12.3
Total	30.7	26.4

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.2

Energy Cost Savings $/yr

Heating	46
Cooling	-5
Water Heating	-43
Lights & Appliances	73
Generation Savings	0
Total	71

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, 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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U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	47	N/A	53

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: LXgjGwe2

HERS® Index Score:

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

Annual Savings

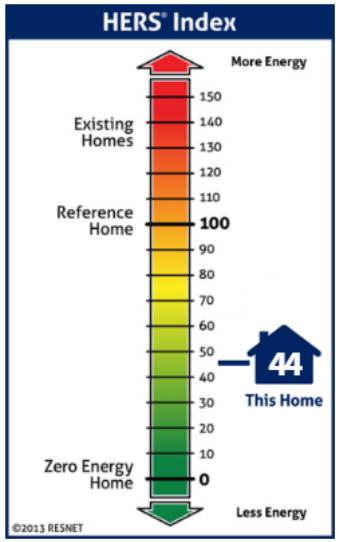
$1,153

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.8	$133
Cooling	1.7	$61
Hot Water	7.3	$258
Lights/Appliances	11.7	$412
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**24.6**	**$925**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	1,110 ft²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 0.46 ACH50)
Ventilation:	59 CFM • 39 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (2.43 / 100 ft²)
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-11

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:49 PM

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type B A Middle

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	54
As Designed Home ERI (HERS)	44
As Designed Home ERI (HERS) w/o PV	44

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	6.9	2.1
Cooling	2.4	1.8
Water Heating	5.3	6.5
Lights and Appliances	12.6	12.1
Total	27.1	22.5

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.1

Energy Cost Savings $/yr

Heating	44
Cooling	5
Water Heating	-47
Lights & Appliances	28
Generation Savings	0
Total	30

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.

U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	44	N/A	50

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: LXgjGwe2

HERS® Index Score:

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

Annual Savings

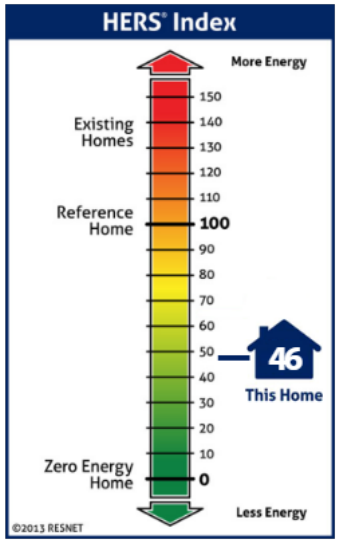
$1,103

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.8	$204
Cooling	2.1	$74
Hot Water	7.2	$253
Lights/Appliances	11.1	$392
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**26.3**	**$983**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	948 ft^2
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 1.74 ACH50)
Ventilation:	59 CFM • 39 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (2.85 / 100 ft^2)
Above Grade Walls:	R-24
Ceiling:	Vaulted Roof / Exposed Exterior, R-41
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-11

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:47 PM

ekotrope

Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:5.0.2.3852
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type B A Top

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	58
As Designed Home ERI (HERS)	46
As Designed Home ERI (HERS) w/o PV	46

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	9.6	4.5
Cooling	2.9	2.1
Water Heating	5.3	6.4
Lights and Appliances	12.0	11.2
Total	29.7	24.2

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.0

Energy Cost Savings

	$/yr
Heating	23
Cooling	5
Water Heating	-45
Lights & Appliances	27
Generation Savings	0
Total	10

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, 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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U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	46	N/A	50

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: d4Kj3wVL

HERS® Index Score:

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

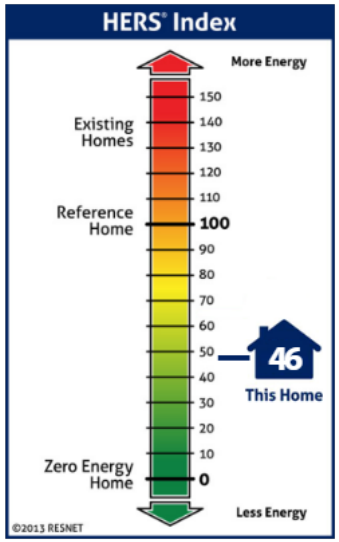
Annual Savings

$1,355
*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.0	$282
Cooling	0.8	$28
Hot Water	9.0	$318
Lights/Appliances	13.3	$469
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**31.2**	**$1,157**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	1,183 ft²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 2.06 ACH50)
Ventilation:	59 CFM • 39 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (2.28 / 100 ft²)
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	N/A

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:51 PM

ekotrope

Ekotrope RATER - Version:5.0.2.3852

Energy savings calculated without modifications to the energy model. (As Modeled)

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type C Bottom

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	55
As Designed Home ERI (HERS)	46
As Designed Home ERI (HERS) w/o PV	46

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	11.4	7.6
Cooling	0.8	0.4
Water Heating	6.6	8.2
Lights and Appliances	15.8	13.5
Total	34.6	29.7

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.2

Energy Cost Savings

	$/yr
Heating	59
Cooling	-5
Water Heating	-62
Lights & Appliances	85
Generation Savings	0
Total	78

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, 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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U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	46	N/A	52

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: d4Kj3wVL

HERS® Index Score:

43

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

Annual Savings

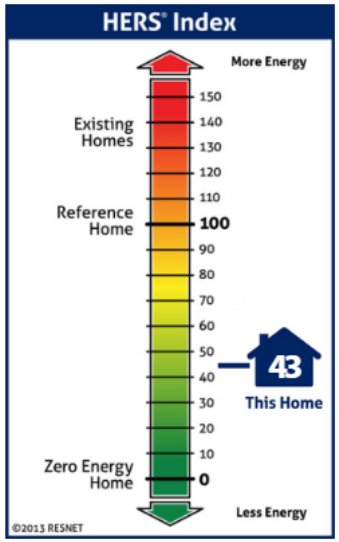
$1,391

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.0	$177
Cooling	2.2	$76
Hot Water	9.0	$317
Lights/Appliances	13.0	$456
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**29.2**	**$1,086**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	1,183 ft^2
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 0.84 ACH50)
Ventilation:	59 CFM • 39 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (2.28 / 100 ft^2)
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-11

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:49 PM

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type C
Middle

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	52
As Designed Home ERI (HERS)	43
As Designed Home ERI (HERS) w/o PV	43

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	9.0	3.5
Cooling	2.9	2.3
Water Heating	6.5	8.2
Lights and Appliances	14.0	13.3
Total	32.5	27.2

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.1

Energy Cost Savings $/yr

Heating	60
Cooling	5
Water Heating	-65
Lights & Appliances	37
Generation Savings	0
Total	36

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, 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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U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	43	N/A	48

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: d4Kj3wVL

HERS® Index Score:

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

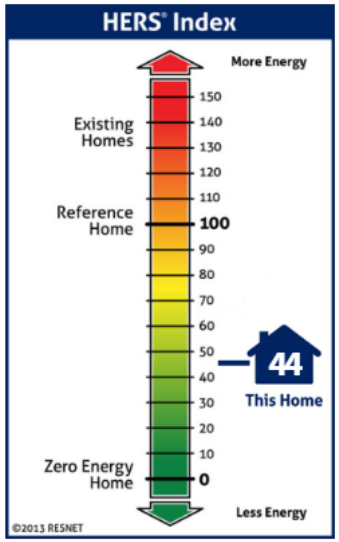
Annual Savings

$1,457
*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.9	$243
Cooling	2.6	$90
Hot Water	8.7	$306
Lights/Appliances	13.0	$457
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**31.2**	**$1,156**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	1,183 ft²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 2.04 ACH50)
Ventilation:	59 CFM • 39 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (2.28 / 100 ft²)
Above Grade Walls:	R-24
Ceiling:	Vaulted Roof / Exposed Exterior, R-41
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-11

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:47 PM

ekotrope

Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:5.0.2.3852
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type C Top

Builder

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

UNCONFIRMED

ERI (HERS) Index Target

Reference Home ERI (HERS)	50
As Designed Home ERI (HERS)	44
As Designed Home ERI (HERS) w/o PV	44

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	8.9	5.9
Cooling	3.6	2.6
Water Heating	6.3	7.9
Lights and Appliances	14.1	13.1
Total	32.9	29.6

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.1

Energy Cost Savings $/yr

Heating	52
Cooling	8
Water Heating	-61
Lights & Appliances	37
Generation Savings	0
Total	36

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, 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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U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	44	N/A	48

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: 2l1ne3ML

HERS® Index Score:

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

Annual Savings

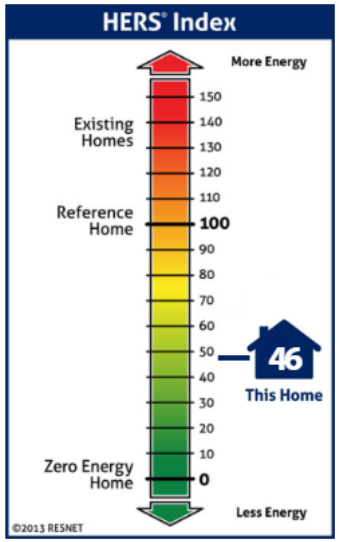
$1,512

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	9.8	$344
Cooling	0.8	$27
Hot Water	8.7	$308
Lights/Appliances	14.7	$517
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**34.0**	**$1,256**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	1,497 ft²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 2.05 ACH50)
Ventilation:	59 CFM • 39 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (1.8 / 100 ft²)
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	N/A

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:51 PM

ekotrope

Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:5.0.2.3852
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type C-A Bottom

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	55
As Designed Home ERI (HERS)	46
As Designed Home ERI (HERS) w/o PV	46

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	13.6	9.2
Cooling	0.7	0.3
Water Heating	6.4	7.9
Lights and Appliances	17.5	15.0
Total	38.2	32.4

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.2

Energy Cost Savings $/yr

Heating	60
Cooling	-6
Water Heating	-58
Lights & Appliances	92
Generation Savings	0
Total	88

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.

U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	46	N/A	53

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: 2l1ne3ML

HERS® Index Score:

42

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

Annual Savings

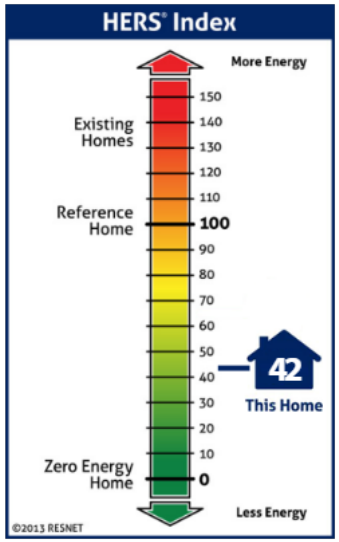
$1,560

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.1	$213
Cooling	2.4	$83
Hot Water	8.7	$307
Lights/Appliances	14.3	$502
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**31.4**	**$1,165**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	1,497 ft²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 0.75 ACH50)
Ventilation:	59 CFM • 39 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (1.8 / 100 ft²)
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-11

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:49 PM

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type C-A
Middle

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	53
As Designed Home ERI (HERS)	42
As Designed Home ERI (HERS) w/o PV	42

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	10.8	4.0
Cooling	3.2	2.4
Water Heating	6.3	7.9
Lights and Appliances	15.3	14.6
Total	35.7	29.0

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.1

Energy Cost Savings $/yr

Heating	59
Cooling	6
Water Heating	-62
Lights & Appliances	36
Generation Savings	0
Total	39

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, 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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U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	42	N/A	48

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: 2l1ne3ML

HERS® Index Score:

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

Annual Savings

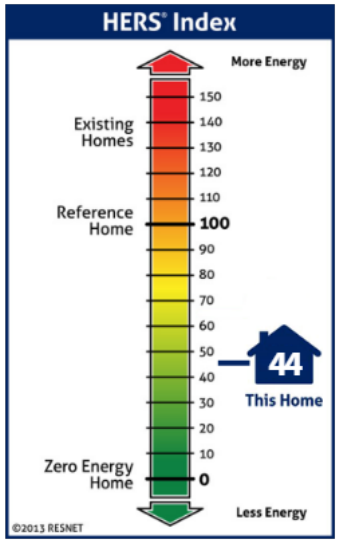
$1,613

*Relative to an average U.S. home

Home:
TBD
Leesburg, VA 20175
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.3	$293
Cooling	2.8	$100
Hot Water	8.7	$307
Lights/Appliances	14.3	$503
Service Charges		$60
Generation (e.g. Solar)	0.0	$0
Total:	**34.2**	**$1,263**



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Village at Clear Springs
Conditioned Floor Area:	1,497 ft²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50 (Adjusted Infiltration: 2.05 ACH50)
Ventilation:	59 CFM • 39 Watts • ERV
Duct Leakage to Outside:	27 CFM @ 25Pa (1.8 / 100 ft²)
Above Grade Walls:	R-24
Ceiling:	Vaulted Roof / Exposed Exterior, R-41
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-11

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
2021 International Energy Conservation Code
2009 International Energy Conservation Code
2006 International Energy Conservation Code

Rating Completed by:

Energy Rater: Kevin Robicheau
RESNET ID: 8611030

Rating Company: Dominion Due Diligence Group
201 Wylderose Drive
804-237-1892

Rating Provider: Green Building Consulting
1435 Vine St 2nd flr, Cincinnati, OH 45202
513.381.1470

Kevin Robicheau, Certified Energy Rater
Date: 4/29/26 at 12:47 PM

ekotrope

Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:5.0.2.3852
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.2 Home Report

Property
TBD
Leesburg, VA 20175
Community: Village at Clear Springs

Organization
Dominion Due Diligence Gr
Kevin Robicheau
804-380-3924

Inspection Status
Results are projected

Village at Clear Springs Phase 2 - Type C-A
Top

Builder

UNCONFIRMED

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ This dwelling unit's thermal envelope UA meets or exceeds 2021 IECC Residential requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	50
As Designed Home ERI (HERS)	44
As Designed Home ERI (HERS) w/o PV	44

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	10.3	7.1
Cooling	4.1	2.9
Water Heating	6.3	7.9
Lights and Appliances	15.4	14.4
Total	36.1	32.3

This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.2

Pollution Prevented

Type of Emissions	*Reduction*
Carbon Dioxide (CO_2) - tons/yr	0.1

Energy Cost Savings

	$/yr
Heating	45
Cooling	10
Water Heating	-60
Lights & Appliances	36
Generation Savings	0
Total	30

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.2 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.2 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, 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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U.S. DEPARTMENT OF ENERGY

Certified Efficient New Home

SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT of ENERGY

UNCONFIRMED

ADDRESS

TBD, Leesburg, VA 20175

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

PARTNER ID

1

ENERGY RATING COMPANY

Dominion Due Diligence Group

RATER OF RECORD

Kevin Robicheau

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.0.2.3852

	UNIT'S ERI SCORE (WITHOUT ONSITE POWER PRODUCTION)	UNIT'S ERI SCORE (INCLUDING ONSITE POWER PRODUCTION)	TARGET ERI SCORE
SCORES	44	N/A	49

Appendix:

A: DOE ENH – National Program Requirements Exhibit 1
B: DOE ENH – National Program Requirements Exhibit 2
C: DOE ENH – National Rater Design Review Checklist
D: National Program Requirements v1.2
E: Mandatory Requirements for Certified ENERGY STAR Buildings
F: National Water Management System Requirement
G: Indoor airPLUS Construction Specifications
H: DOE ENH – Multifamily PV-Ready Checklist Version 2
I: DOE ENH – Multifamily EV-Ready Checklist Version 2
J: MFNC Rater Design Review Checklist
K: MFNC Rater Field Checklist
L: MFNC HVAC Functional Testing Checklist
M: MFNC HVAC Design Supplement – Dwelling Units
N: MFNC HVAC Design Supplement – Common Spaces & Central Systems

A: *DOE ENH – National Program Requirements Exhibit 1*

Component	Mandatory Requirements	Applicability[15]
1. ZERH National Rater Checklist	1.1 Rater completes the DOE ZERH Multifamily Version 2 (Rev. 1) National Rater Checklist.[16]	Dwelling units; common spaces
2. ENERGY STAR Baseline	2.1 Building is certified under ENERGY STAR Multifamily New Construction National Program Version 1.2.[17]	Dwelling units; common spaces
3. Building Envelope	3.1a ERI and ASHRAE paths: ceiling, wall, floor, and slab insulation for the building meets specified efficiency levels from the 2021 IECC.[18, 19, 20] 3.1b Prescriptive path: ceiling, wall, floor, and slab insulation for the building meets or exceeds specified ZERH MF V2 Target Dwelling Design insulation levels in dwelling units, and specified efficiency levels from the 2021 IECC in common spaces.[20, 21] 3.2 Windows in dwelling units meet high performance requirements based on climate zone.[22]	Dwelling units; common spaces
4. Duct System	4.1 All in-unit heating and cooling system distribution ducts and in-unit heating and cooling system air-handling equipment are located within the thermal and air barrier boundary.[23]	Dwelling units
5. Hot Water Efficiency	5.1 WaterSense labeled fixtures for dwelling unit showerheads, and bathroom sink faucets and/or faucet accessories.[24] 5.2 Hot water delivery systems meet stored volume criteria.[25] 5.3 In-dwelling unit recirculation systems use on-demand controls.[26] 5.4 Recirculating central hot water distribution systems meet pipe insulation thickness criteria.[27]	Dwelling units
6. Lighting & Appliances [28]	6.1 All builder-supplied and builder-installed in-dwelling refrigerators[29], dishwashers, clothes washers, and clothes dryers are ENERGY STAR certified.[30] 6.2 100% of in-dwelling, builder-installed lighting fixtures and lamps are LEDs.[31, 32] 6.3 All installed bathroom ventilation fans in dwelling units are ENERGY STAR certified.[33]	Dwelling units
7. Indoor Air Quality	7.1 Certified under EPA Indoor AirPlus (Version 1 or Version 2 (Certified or Gold), determined by permit date).[34] 7.2 Either in-unit or centralized energy efficient balanced ventilation (HRV or ERV) is provided for dwelling units in Climate Zones 6, 7, and 8.[35, 36]	Dwelling units
8. Renewable Ready	8.1 Provisions of the DOE ZERH Multifamily PV-Ready Checklist Version 2 (Rev. 1) are completed.	See Checklist
9. Electric Vehicle Ready	9.1 Provisions of the DOE ZERH Multifamily EV-Ready Checklist Version 2 (Rev. 1) are completed.	See Checklist

A: *DOE ENH – National Program Requirements Exhibit 1 Continued*

10. Heat Pump Water Heater Ready	10.1 Dwelling units with in-unit water heaters meet minimum electric and space requirements.[37] 10.2 Dwelling units with in-unit water heaters have a condensate drain installed within three feet of existing water heater.[38]	Dwelling units
11. Heat Pump Space Heating Ready	11.1 For units with in-unit combustion space heaters, individual branch circuit outlet is installed, or conduit is installed to facilitate future wiring for a heat pump installation. Circuit or conduit labeled as "For future heat pump." [39]	Dwelling units
12. HPWH Installation Quality ***Advisory Only***	Where heat pump water heaters are installed in dwelling units, partners are encouraged, but not required, to adhere to these installation practices to achieve optimal performance: 12.1 HPWH has direct access to manufacturer-specified volume of ambient air (typical specs range from 450 to 1200 ft3), free of major dust sources, in the space surrounding the water heater through the mechanical room volume or the use of a louvered door, wall vents, ducting, or other strategy. 12.2 HPWH installation complies with the manufacturer's minimum clearance requirements to make the unit accessible for maintenance and filter cleaning/replacement. 12.3 HPWH has a sound rating of ≤ 55 dBA and a louvered door is not used to separate the unit from living space, or the HPWH has a sound rating of ≤ 35 dBA when a louvered door is used. Alternately, the HPWH is separated from living spaces by sound-attenuating assemblies with STC 35 or greater (i.e., by adding batt insulation to the surrounding wall assembly). *DOE will consider making these installation practices requirements in a future program update.*	

B: *DOE ENH – National Program Requirements Exhibit 2*

Residential Cooling Equipment (where provided) serving Dwelling Units[16] modeled at the applicable efficiency levels below.[40] If specified equipment type is not listed here, see Exhibit A.			
2021 IECC Climate Zone	**1, 2**	**3, 4A, 4B**	**4C, 5, 6, 7, 8**
Central A/C Cooling	18 SEER	16 SEER	14 SEER
Air Source Heat Pump Cooling	18 SEER	16 SEER	16 SEER
Ground Source Heat Pump Cooling	16 EER	14 EER	14 EER
Residential Heating Equipment (where provided) serving Dwelling Units[16] modeled at the applicable efficiency levels below.[41] If specified equipment type is not listed here, see Exhibit A.			
2021 IECC Climate Zone	**1, 2**	**3, 4A, 4B**	**4C, 5, 6, 7, 8**
Gas Furnace, Gas Boiler (AFUE)	90%	CZ 3: 90%; CZ 4: 95%	95%
Air Source Heat Pump (HSPF)	9.2	9.2	9.5
Ground Source Heat Pump (COP)	2.7	2.7	2.8

HVAC Grading for Residential Heating and Cooling Equipment (where provided) in Dwelling Units			
Total Duct Leakage	**Airflow Deviation**	**Watt Draw Efficiency**	**Refrigerant Grade**
Grade I [42]	Grade 1, -7.5%	Grade I, 0.45 W/cfm	Grade III (as applicable)

Infiltration and Mechanical Ventilation in Dwelling Units[16]								
2021 IECC Climate Zone	**1**	**2**	**3**	**4A, 4B**	**4C, 5**	**6**	**7**	**8**
Mech. Ventilation Efficacy (cfm/W)[43]	2.9	2.9	2.9	2.9	1.2	1.2	1.2	1.2
Heat Recovery	None				Balanced, 65% ASRE			
Infiltration Rate[44]	0.25 CFM50/ft^2 of enclosure surface							
Mechanical Ventilation Rate	CFM = (0.01 x CFA) + (7.5 x (Nbr +1)), where CFA = Conditioned Floor Area and Nbr = Number of Bedrooms; Runtime: 24 hours/day							
Mechanical Ventilation Fan Watts	Watts = CFM Rate/Ventilation Efficacy, where CFM Rate and Ventilation Efficacy are determined above							

Dwelling unit insulation levels modeled to 2021 IECC levels (Residential, wood-frame) and Grade I installation per ANSI/RESNET/ICC 301.[19]								
2021 IECC Climate Zone	**1**	**2**	**3**	**4A, 4B**	**4C, 5**	**6**	**7**	**8**
Slab Insulation R-value	0	0	10	10	10	10	10	10
Slab insulation Depth (ft)	0	0	2	4	4	4	4	4
Basement Wall U-Factor	0.360	0.360	0.091	0.059	0.050	0.050	0.050	0.050
Wood Framed Floor Assembly U-Factor [45]	0.064	0.064	0.047	0.047	0.033	0.033	0.028	0.028
Mass Floor U-Factor	0.322	0.087	0.074	0.051	0.051	0.051	0.042	0.038
Wall Assembly U-Factor	0.084	0.084	0.060	0.045	0.045	0.045	0.045	0.045
Celling Assembly U-factor	0.035	0.026	0.026	0.024	0.024	0.024	0.024	0.024

Dwelling Unit Windows (Prescriptive pathway: meet allowable U/SHGC combinations as listed in endnote 22. If Class AW, meet values listed in Class AW table below.)								
2021 IECC Climate Zone	**1**	**2**	**3**	**4A, 4B**	**4C, 5**	**6**	**7**	**8**
Window U-Value	0.40	0.40	0.30	0.30	0.27	0.25	0.25	0.25
Window SHGC	0.23	0.23	0.25	0.30	0.30	0.30	0.30	0.30

Dwelling Unit Doors (for Class AW, see below)				
Door type[46]	**Opaque**	**≤ ½ Lite**	**> ½ Lite**	
2021 IECC Climate Zone	**Any**	**Any**	**1 – 3**	**4 – 8**
Whole Door U-Factor	0.17	0.25	0.30	0.30
Door SHGC	Any	0.25	0.25	0.40

Dwelling Unit Class AW Fenestration								
2021 IECC Climate Zone	**1**	**2**	**3**	**4A, 4B**	**4C, 5**	**6**	**7**	**8**
Fixed Window U-Factor	0.48	0.43	0.40	0.34	0.34	0.32	0.28	0.27
Operable Window U-Factor	0.59	0.57	0.51	0.43	0.43	0.40	0.34	0.30
Glazed Entrance Door U-Factor	0.79	0.73	0.65	0.60	0.60	0.60	0.60	0.60
SHGC	0.25	0.25	0.25	0.40	0.40	0.40	any	any

B: *DOE ENH – National Program Requirements Exhibit 2 Continued*

Water Heater Serving Dwelling Units								
In-Dwelling Gas Water Heater: UEF = 0.95			In-Dwelling Electric Water Heater: UEF = 1.95					
Central System Gas Water Heater: E_t = 95%			Central System Electric Water Heater: COP = 1.6					
Dwelling Unit Solar Water Heating System Solar Fraction[47] *(only for use in Prescriptive path projects, not to be included in the ERI Target Dwelling)*	**1**	**2**	**3**	**4A, 4B**	**4C, 5**	**6**	**7**	**8**
	0.80	0.80	0.64	0.64	0.47	0.47	0.28	0.28
Thermostat and Ductwork								
Programmable thermostat								
All ducts and air handlers located in conditioned space, uninsulated.[48]								
Dwelling Unit Lighting, Appliances, and Fixtures								
Lighting	ENERGY STAR light bulbs or fixtures with Tier II efficiency in 100% of Qualifying Light Fixture Locations, as defined by ANSI/RESNET/ICC 301.							
ENERGY STAR Certified Appliances	Refrigerator, Dishwasher, Ceiling Fans (if used)							
WaterSense Fixtures	WaterSense bathroom faucets, aerators, showerheads							

C: DOE ENH – National Rater Design Review Checklist

D: National Program Requirements for ENERGY STAR v1.2

Hot Climates (2021 IECC Zones 1,2,3,4A,4B) [13]	**Mixed and Cold Climates** (2021 IECC Zones 4C,5,6,7,8) [13]
Residential Cooling Equipment (Where Provided) in Dwelling Units or Common Spaces. If not listed here, see Rater Field Checklist Exhibit X. [14]	
• Cooling equipment meets the applicable efficiency levels below:	
○ ENERGY STAR AC: 16 SEER ○ Heat pump (See Residential Heating Equipment)	○ AC: 14 SEER ○ Heat pump (See Residential Heating Equipment)
• Installation quality at -20% blower fan airflow deviation, 0.52 W / CFM blower fan efficiency, and Grade III refrigerant charge	
Residential Heating Equipment (Where Provided) in Dwelling Units or Common Spaces. If not listed here, see Rater Field Checklist Exhibit X. [14]	
• Heating equipment meet the applicable efficiency levels below, dependent on fuel and system type: [14]	
○ Gas furnace: CZ 1-3: 80 AFUE; CZ 4A & 4B: 90 AFUE [13] ○ Gas boiler: CZ 1-3: 80 AFUE; CZ 4A& 4B: 90 AFUE [13] ○ ENERGY STAR air-source heat pump: 9.2 HSPF / 16 SEER	○ ENERGY STAR gas furnace: 95 AFUE ○ ENERGY STAR gas boiler: 95 AFUE ○ ENERGY STAR air-source heat pump: 9.2 HSPF / 16 SEER
• Installation quality at -20% blower fan airflow deviation, 0.52 W / CFM blower fan efficiency, and Grade III refrigerant charge.	

Envelope, Windows, & Doors

- Dwelling unit insulation levels meet the 2021 IECC levels (Residential, wood-frame) and Grade I installation per ANSI / RESNET / ICC 301. For common spaces, refer to Item 3.2 of the National Rater Design Review Checklist for insulation levels.

Climate Zone: [13]	**CZ 1**	**CZ 2**	**CZ 3**	**CZ 4**	**CZ 4 C & 5**	**CZ 6**	**CZ 7**	**CZ 8**
Slab Insulation R-Value:	0	0	10	10	10	10	10	10
Slab Insulation Depth (ft):	0	0	2	4	4	4	4	4
Basement Wall Assembly U-Factor:	0.360	0.360	0.091	0.059	0.050	0.050	0.050	0.050
Wood Framed Floor U-Factor:	0.064	0.064	0.047	0.047	0.033	0.033	0.028	0.028
Mass Floor U-Factor:	0.322	0.087	0.074	0.051	0.051	0.051	0.042	0.038
Wall Assembly U-Factor:	0.084	0.084	0.060	0.045	0.045	0.045	0.045	0.045
Ceiling Assembly U-Factor:	0.035	0.026	0.026	0.024	0.024	0.024	0.024	0.024

- Infiltration rate: 0.30 CFM50/ft² of enclosure
- Dwelling unit windows and doors, unless Class AW, meet the following:

Climate Zone: [13]	1 - 2	3	4A & 4B	4C - 8
Window U-Value:	0.40	0.30	0.30	0.27
Window SHGC:	0.25	0.25	0.40	Any

Door Type:	Opaque	≤½ Lite	>½ Lite	
Climate Zone: [13]	All	All	1 - 3	4 - 8
Door U-Value:	0.17	0.25	0.30	0.30
Door SHGC:	Any	0.25	0.25	0.40

Class AW fenestration and common spaces meet the 2021 IgCC levels (Commercial fenestration U-Factor requirements) below: [14]

Climate Zone: [13]	**CZ 1**	**CZ 2**	**CZ 3**	**CZ 4**	**CZ 4 C & 5**	**CZ 6**	**CZ 7**	**CZ 8**
Fixed Window U-Factor:	0.48	0.43	0.40	0.34	0.34	0.32	0.28	0.27
Operable Window U-Factor:	0.59	0.57	0.51	0.43	0.43	0.40	0.34	0.30
Glazed Entrance Door U-Factor:	0.79	0.73	0.65	0.60	0.60	0.60	0.60	0.60
SHGC	0.25	0.25	0.25	0.40	0.40	0.40	any	any

Water Heater

- Dwelling unit DHW equipment meets the following applicable efficiency levels, dependent on fuel type: [14] Gas: 0.90 UEF; Electric: 1.49 UEF
- Common space DHW equipment meets the following applicable efficiency levels, dependent on fuel type: [14] Gas: 0.90 UEF; Electric: 0.93 UEF

Thermostat & Ductwork

- Programmable thermostat
- All ducts and air handlers within conditioned space, uninsulated, with no leakage to the outside

Lighting, Appliances, & Fixtures

- ENERGY STAR refrigerators and dishwashers
- ENERGY STAR light bulbs or fixtures with Tier II efficiency in 100% of Qualifying Light Fixture Locations, as defined by ANSI / RESNET / ICC 301. For all other spaces, refer to the Common Space Applicability Notes on page 4 [14]
- WaterSense bathroom faucets, bathroom aerators, and showerheads [14]

E: Mandatory Requirements for Certified ENERGY STAR Buildings

Exhibit 2: Mandatory Requirements for All Certified Multifamily Buildings

Party Responsible	Mandatory Requirements
Requirements Applicable to Track A & B	
Rater	• Completion of MFNC National Rater Design Review Checklist, Version 1 / 1.1 / 1.2 • Completion of MFNC National Rater Field Checklist, Version 1 / 1.1 / 1.2
Builder or Developer	• Completion of MFNC National Water Management System Requirements, Version 1 / 1.1 / 1.2
Requirements Only Applicable to Track A – HVAC Grading by Rater [16]	
HVAC System Designer	• Completion of HVAC design report(s) compliant with ANSI / RESNET / ACCA 310, plus the SFNH / MFNC National HVAC Design Supplement(s) to Std. 310 for Dwellings & Units, All Versions • Completion of the MFNC National HVAC Design Supplement to Std. 310 for Common Spaces & Central Systems, All Versions, where applicable
Functional Testing Agent	• Completion of applicable sections of the National HVAC Functional Testing Checklist, Version 1 / 1.1 / 1.2. Exempt from Sections 2 and 3 for Dwelling Unit HVAC as the Rater is the party responsible for assessing these systems installation quality in accordance with ANSI / RESNET / ACCA 310
Requirements Only Applicable to Track B – HVAC Testing by FT Agent	
HVAC System Designer	• Completion of MFNC National HVAC Design Report, Version 1 / 1.1 / 1.2
Functional Testing Agent	• Completion of MFNC National HVAC Functional Testing Checklist, Version 1 / 1.1 / 1.2

F: National Water Management System Requirement

G: Indoor airPLUS Construction Specifications

H: DOE ENH – Multifamily PV-Ready Checklist Version 2

I: DOE ENH – Multifamily EV-Ready Checklist Version 2

J: MFNC Rater Design Review Checklist

K: MFNC Rater Field Checklist

L: MFNC HVAC Functional Testing Checklist

M: MFNC HVAC Design Supplement – Dwelling Units

N: MFNC HVAC Design Supplement – Common Spaces & Central Systems

Tab G:

Zoning Certification Letter (MANDATORY)

Zoning Certification

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

General Instructions:

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

If you have any questions, please contact the Tax Credit Allocation Department at:

taxcreditapps@virginiahousing.com

Zoning Certification

DATE: April 23, 2026

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

RE: ZONING CERTIFICATION

Name of Development: Clear Springs Apartments Phase II
Name of Owner/Applicant: Clear Springs Apartments II, LLC
Name of Seller/Current Owner: Clear Springs Development Group, LP

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 to confirm proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely to determine whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credit.

DEVELOPMENT DESCRIPTION:

Development Address:

In and around approximately 41350 Springfield Ln, Leesburg, VA 20175.
Please see attached legal description and site map.

Leal Description:

Please see attached legal description and site map.

Proposed Improvements:

Construction

New Construction:	# Units	83	# Buildings	1	Total Floor Area	90,609
Adaptive Reuse	# Units		# Buildings		Total Floor Area	
Rehabilitation:	# Units		# Buildings		Total Floor Area	

Zoning Certification, cont'd

Current Zoning: R-16 (PER LEGI-2023-0017) allowing a density of 19.2 units per acre, and the following other applicable conditions: LEGI-2023-0017 & LEGI-2025-0054

Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following a 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 approved for non-conforming use. To the best of my knowledge, there are no zoning violations outstanding on this property, and no further zoning approvals and/or special use permits are required.

See Digital Signature Below
Signature

Gregory Brush
Digitally signed by Gregory Brush
DN: C=US, E=gbrush@j2atwork.com, O=J2, CN=Gregory Brush
Date: 2026.04.23 17:24:54-04'00'
Printed Name

Gregory Brush
Title of Local Official or Civil Engineer

(703) 361-1550
Phone

April 23, 2026
Date

NOTES TO LOCALITY:

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

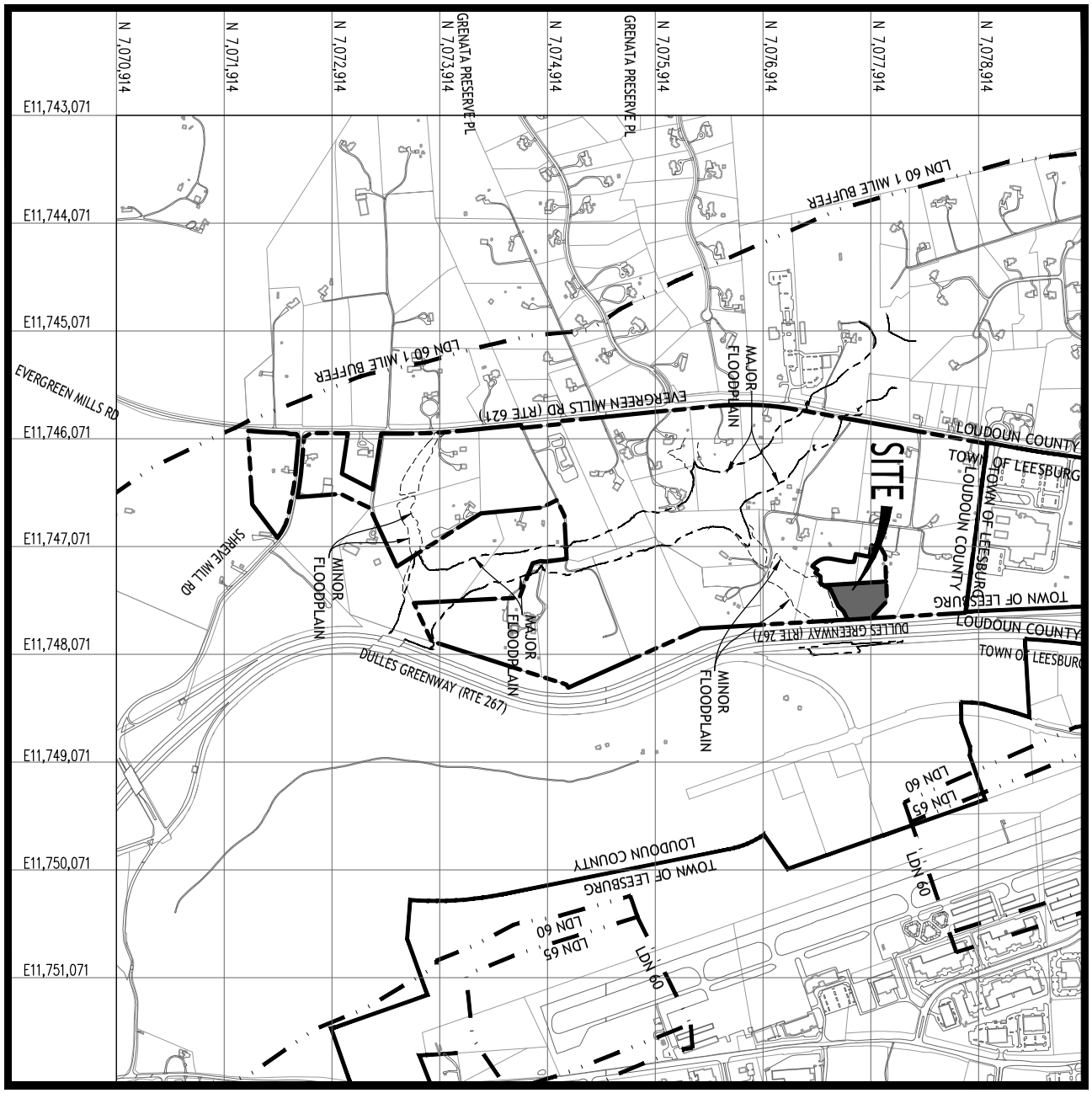
Proposed Phase 2
On Lots 3 & 4
Dal-Shar Estates
Catoctin Election District
Loudoun County, Virginia

Commencing at a point in the western right-of-way line of Dulles Greenway – VA Route 267 (a variable width right-of-way) being the eastern line of Lot 3, Dar-Shar Estates, S 03°22’22” E, a distance of 239.00’ to the point of Beginning, being the northeastern corner of the land herein described; thence

Running with said eastern line of Lot 3 & Lot 4 the following course and distance: S 03°22'22" E, a distance of 218.58' to a point in the eastern line of Lot 4 herein described; thence running the following four (4) courses and distances:
S 65°00'00" W, a distance of 83.62' to a point; thence
S 45°00'00" W, a distance of 72.45' to a point; thence
S 65°00'00" W, a distance of 173.94' to a point; thence
S 28°53'11" W, a distance of 71.36' to a point, being a common corner with Proposed Phase 1; thence

Running with the eastern line of Proposed Phase 1 the following course and distance: N 03°22'22" W, a distance of 582.14’ to a point, being a common corner with Proposed Phase 1; thence running through Lot 3 the following two (2) courses and distances:
N 87°29'40" E, a distance of 181.69' to a point; thence
S 46°59'34" E, a distance of 217.43' to the point of beginning.

Having an area of 141,865 Square Feet or 3.25677 Acres of land.


N 7,070,914
N 7,071,914
N 7,072,914
GRENATA PRESERVE PL
N 7,073,914
N 7,074,914
GRENATA PRESERVE PL
N 7,075,914
N 7,076,914
N 7,077,914
N 7,078,914
E11,743,071
E11,744,071
E11,745,071
E11,746,071
E11,747,071
E11,748,071
E11,749,071
E11,750,071
E11,751,071
LDN 60 1 MILE BUFFER
LDN 60 1 MILE BUFFER
EVERGREEN MILLS RD
EVERGREEN MILLS RD (RTE 621)
MAJOR FLOODPLAIN
SITE
LOUDOUN COUNTY
TOWN OF LEESBURG
LOUDOUN COUNTY
TOWN OF LEESBURG
SHREVE MILL RD
MINOR FLOODPLAIN
MAJOR FLOODPLAIN
DULLES GREENWAY (RTE 267)
DULLES GREENWAY (RTE 267)
LOUDOUN COUNTY
TOWN OF LEESBURG
MINOR FLOODPLAIN
LDN 60
LDN 65
TOWN OF LEESBURG
LOUDOUN COUNTY
LDN 60
LDN 65
LDN 60
LDN 60
VA. STATE GRID NORTH

CONDITIONS OF APPROVAL
ZMOD 2021-0035, ZMOD 2021-0036,
ZMOD-2021-0091, ZMOD-2022-0036,
& ZMOD-2022-0037

Village at Clear Springs

April 4, 2024

1. **Zoning Modifications.** ZMOD 2021-0035, ZMOD 2021-0036, ZMOD-2021-0091, ZMOD-2022-0036, ZMOD-2022-0037, approve the following modification(s) for the parcels designated by Parcel Identification Number (the "PIN") 234-16-2147, PIN 234-15-8988, PIN 234-16-3996, PIN 234-16-9543, PIN 234-17-2596, PIN 234-27-2750, PIN 234-17-4554, PIN 234-17-7032, PIN 234-26-4049, PIN 234-36-2207, PIN 234-36-3057, PIN 234-36-6701, PIN 234-36-7151, PIN 234-37-0852, PIN 234-37-2906, PIN 234-37-4941, PIN 235-16-3062, PIN 235-16-4213, PIN 235-26-2866, PIN 235-26-8067, PIN 235-36-3533, PIN 235-37-7793, PIN 235-37-8420, PIN 235-46-0891, PIN 235-46-0954, PIN 235-46-5476, PIN 235-46-5737, PIN 235-46-7000, PIN 235-47-5463 (the "Property"). The boundary of the Property is more particularly identified on Sheet 05 of the CDP (defined in Condition 2 below) as "APPLICATION AREA."

   This application was processed pursuant to the ZOR Grandfathering Resolution dated December 13, 2023.

REVISED 1993 ZONING ORDINANCE SECTION	PROPOSED MODIFICATION
§7-803(B)(2), R-8 Single Family Residential, Lot and building Requirements, Lot Width.	Reduce end unit lot width from 24 feet to 20 feet.
§3-511(A), R-8 Single Family Residential, Development Setback and Access from Major Roads, Private Streets.	To allow single family detached dwellings to front and receive access from a private road.
§1-205(A), Interpretation of Ordinance, Limitations and Methods for Measurement of Lots, Yards and Related Terms, Lot Access Requirements.	To allow single family detached dwellings to front and receive access from a private road.
§4-110(B), Site Planning-Internal Relationships.	To allow single family detached dwellings to front and receive access from a private road.

REVISED 1993 ZONING ORDINANCE SECTION	PROPOSED MODIFICATION
§7-903(B)(2), R-16 Townhouse/Multi-family District, Lot and Building Requirements, Lot Width.	Reduce lot width from 28 feet to 16 feet.
§5-1404(B), Landscaping, Buffer Yards, Screening, and Landscape Plans, Buffer Yards, Use Buffer Yard Matrix, Table 5-1404(B).	To eliminate buffer yards for civic and residential uses within the community.
§5-1303(B)(4), Tree Planting and Replacement, Canopy Requirements, For development requiring a plan of subdivision, but not a site plan, property not zoned A-3, A-10, AR-1, AR-2, i.e. single family and duplex dwellings.	To eliminate the street tree requirement for alleyways used for vehicular access.
§5-1303(A)(3)(4), Tree Planting and Replacement, Canopy Requirements, Site Planning.	To permit the calculation of minimum tree canopy to be tabulated overall for the entire development area.

2. **Conditions.** The approval of ZMOD-2021-0035, ZMOD-2021-0036, ZMOD-2021-0091, ZMOD-2022-0036, ZMOD-2022-0037, shall be subject to the following conditions:

   a. **Substantial Conformance.** Development of the Property in accordance with the approved zoning modifications shall be in substantial conformance with Sheets 01, 05, 06, 07, 08, 09, 09A, 10, 11, 12, 13, 14, 16, 16A and 17 of the plan set titled "VILLAGE AT CLEAR SPRINGS ZONING MAP AMENDMENT / SPECIAL EXCEPTIONS AND ZONING MODIFICATIONS LEGI-2023-0017 ZMAP-2021-0008, SPEX-2021-0028, SPEX-2021-0029, SPEX-2021-0030, SPEX-2022-0044, ZMOD-2021-0035, ZMOD-2021-0036, ZMOD-2021-0091, ZMOD-2022-0036, ZMOD-2022-0037" dated "June 2021" and revised through April 1, 2024 , prepared by J2 Engineers, Inc. (the "CDP"), the applicable requirements of the Loudoun County Zoning Ordinance ("Zoning Ordinance"), and these Conditions. Approval of these applications shall not relieve the applicant or the owners of the Property, their successors, or parties developing, using or operating the Property in accordance with the approved modifications (collectively, the "Applicant") from the obligation to comply with and conform to any other applicable Zoning Ordinance, Codified Ordinance, or regulatory requirement.

CONDITONS OF APPROVAL
SPEX-2021-0028
Village at Clear Springs

April 4, 2024

1. **Special Exception.** This application approves the Special Exception use (the "SPEX Use") identified in Condition 2 below for the approximately 19.30-acre portion of the parcels designated by Parcel Identification Number (the "PIN") 234-36-6701, PIN 234-36-7151, PIN 234-37-0852, PIN 234-37-2906, and PIN 234-37-4941 (the "Property"). The boundary of the Property is more particularly identified on Sheet 17 of the SPEX Plat (defined in Condition 2 below) as "APPROXIMATE LOCATION AND EXTENT OF RECREATIONAL FACILITY WITH LIGHTED COURTS".

2. **Use Permitted.** Pursuant to Section 3-604(H)of the Revised 1993 Zoning Ordinance Playing Fields and Courts, Lighted are permitted in the R-16 Townhouse/Multifamily Residential zoning district on the Property. This application was processed pursuant to the ZOR Grandfathering Resolution dated December 13, 2023.

3. **Substantial Conformance.** Development shall be in substantial conformance with Sheet 17 of the plan set titled "VILLAGE AT CLEAR SPRINGS ZONING MAP AMENDMENT / SPECIAL EXCEPTIONS AND ZONING MODIFICATIONS LEGI-2023-0017 ZMAP-2021-0008, SPEX-2021-0028, SPEX-2021-0029, SPEX-2021-0030, SPEX-2022-0044, ZMOD-2021-0035, ZMOD-2021-0036, ZMOD-2021-0091, ZMOD-2022-0036, ZMOD-2022-0037," dated "June 2021" and revised through April 1, 2024, prepared by J2 Engineers, Inc. (the "SPEX Plat"), the applicable requirements of the Loudoun County Zoning Ordinance (Zoning Ordinance), and these Conditions. Approval of this application shall not relieve the applicant or the owners of the Property, their successors, or parties developing, establishing or operating SPEX Use (collectively, the "Applicant") from the obligation to comply with and conform to any other applicable Zoning Ordinance, Codified Ordinance, or regulatory requirement.

4. **Lighting**. All lighting for the outdoor courts must meet the following conditions:

   a. Lighting for outdoor courts shall not exceed 20 tennis courts and 12 pickleball courts.

   b. The total number of light poles utilized for lighting outdoor courts may not exceed 110. Such poles may be no taller than 50 feet.

   c. All lighting shall comply with the lighting standards of the Zoning Ordinance and shall be designed and constructed as follows to preclude light trespass onto adjacent properties, glare to passersby, skyglow, and deterioration of the nighttime environment:

      i. Outdoor lighted playing courts shall be directed inward and downward toward the courts and away from public and private streets and adjacent properties and shall incorporate a reflector technology system that directs light onto the courts and minimizes glare and spillage onto adjacent properties.

      ii. Illumination levels for the outdoor courts shall be no greater than necessary for

the intended purpose.

iii. Light pole and light fixture typical details shall be shown on each site plan.

d. Outdoor court lighting shall only be used to light organized activities occurring on the courts. Lighting shall be extinguished no later than 10:00 p.m., except for occasional planned tournaments when the lights shall be extinguished no later than 11:00 p.m., or within 15 minutes of the end of any sporting event, whichever occurs first. Court lighting shall not be illuminated between 11:00 p.m. and noon the following day. Security lighting may remain illuminated during overnight hours.

CONDITONS OF APPROVAL
SPEX-2021-0029
Village at Clear Springs

April 4, 2024

1. **Special Exception.** This application approves the Special Exception use (the "SPEX Use") identified in Condition 2 below for the approximately 19.30-acre portion of the parcels designated by Parcel Identification Number (the "PIN") 234-36-6701, PIN 234-36-7151, PIN 234-37-0852, PIN 234-37-2906, and PIN 234-37-4941 (the "Property"). The boundary of the Property is more particularly identified on Sheet 17 of the SPEX Plat (defined in Condition 2 below) as "APPROXIMATE LOCATION AND EXTENT OF RECREATIONAL FACILITY WITH LIGHTED COURTS".

2. **Use Permitted.** Pursuant to Section 3-604(J) of the Revised 1993 Zoning Ordinance a maximum 165,000 square foot Private Club or Lodge is permitted in the R-16 Townhouse/Multifamily Residential zoning district on the Property. This application was processed pursuant to the ZOR Grandfathering Resolution dated December 13, 2023.

3. **Substantial Conformance.** Development shall be in substantial conformance with Sheet 17 of the plan set titled "VILLAGE AT CLEAR SPRINGS ZONING MAP AMENDMENT / SPECIAL EXCEPTIONS AND ZONING MODIFICATIONS LEGI-2023-0017 ZMAP-2021-0008, SPEX-2021-0028, SPEX-2021-0029, SPEX-2021-0030, SPEX-2022-0044, ZMOD-2021-0035, ZMOD-2021-0036, ZMOD-2021-0091, ZMOD-2022-0036, ZMOD-2022-0037," dated "June 2021" and revised through April 1, 2024, prepared by J2 Engineers, Inc. (collectively and hereinafter referenced as, the "SPEX Plat"), the applicable Loudoun County Zoning Ordinance (Zoning Ordinance) requirements, and these Conditions. Approval of this application shall not relieve the applicant or the owners of the Property, their successors, or parties developing, establishing or operating the SPEX Use (collectively, the "Applicant") from the obligation to comply with and conform to any other applicable Zoning Ordinance, Codified Ordinance, or regulatory requirement.

4. **Traffic Operations Plan.** The applicant will be required to provide a Traffic Operations Plan for events with anticipated attendance of 350 or more participants/attendees.

5. **Access**. All residents of the Village of Clear Springs shall have access to the private lodge as described in Proffer 2.a.ii for ZMAP-2021-0008 ("Proffer"). Resident access and usage shall be no different than any other member of the private lodge. The private lodge is identified in the Proffer as Tennis Clubhouse.

6. **Hours of Operation.** Hours of operation for the private lodge shall begin no earlier than 6:00 a.m. and may extend no later than 11:00 p.m. The private lodge may operate 7 days a week.

CONDITONS OF APPROVAL
SPEX-2021-0030
Village at Clear Springs

April 4, 2024

1. **Special Exception.** This application approves the Special Exception (the "SPEX")identified in Condition 2 below for portions of the parcels designated by Parcel Identification Number (the "PIN") 234-16-3996, PIN 234-16-9543, PIN 234-17-2596, PIN 234-27-2750, PIN 234-17-4554, PIN 234-17-7032, PIN 235-37-7793, PIN 235-37-8420, PIN 235-47-5463, PIN 234-16-2147, PIN 234-26-4049, PIN 234-36-2207, PIN 234-36-6701, PIN 235-46-0891, PIN 235-46-5737 , PIN 235-46-5476,, PIN 235-36-3533 , PIN 235-26-2866 , and PIN 235-26-8067, (the "Property"). The boundary of the Property is more particularly identified on Sheets 06, 07, and 08, of the CDP (defined in Condition 3 below) as "SE3".

2. **SPEX Permitted**. To modify Section 7-803 of the Revised 1993 Zoning Ordinance, pursuant to the provisions of Section 7-803(C)(4), as provided in the table below. This application was processed pursuant to the ZOR Grandfathering Resolution dated December 13, 2023.

REVISED 1993 ZONING ORDINANCE SECTION	PROPOSED MODIFICATION
§7-803(C)(1)(b), R-8 ADU, Yards.	To reduce the minimum side yard for single family detached units from 8 feet to 5 feet.

3. **Substantial Conformance.** Development shall be in substantial conformance with Sheets 01, 05, 06, 07, 08, 09, 09A, 10, 11, 12, 13, 14, 16, 16A and 17 of the plan set titled "VILLAGE AT CLEAR SPRINGS ZONING MAP AMENDMENT / SPECIAL EXCEPTIONS AND ZONING MODIFICATIONS LEGI-2023-0017 ZMAP-2021-0008, SPEX-2021-0028, SPEX-2021-0029, SPEX-2021-0030, SPEX-2022-0044, ZMOD-2021-0035, ZMOD-2021-0036, ZMOD-2021-0091, ZMOD-2022-0036, ZMOD-2022-0037," dated "June 2021" and revised through April 1, 2024, prepared by J2 Engineers, Inc. (the "CDP"), the applicable Loudoun County Zoning Ordinance requirements (Zoning Ordinance), and these Conditions. Approval of this application shall not relieve the applicant or the owners of the Property, their successors, or parties developing, establishing or operating the Property in accordance with the approved SPEX (collectively, the "Applicant") from the obligation to comply with and conform to any other applicable Zoning Ordinance, Codified Ordinance, or regulatory requirement.

CONDITIONS OF APPROVAL
SPEX-2022-0044
Village at Clear Springs

April 4, 2024

1. **Special Exception.** This application approves the Special Exception (the "SPEX")- identified in Condition 2 below for a portion of the parcel designated by Parcel Identification Number (the "PIN") 235-46-0954, (the "Property"). The location of the Property is more particularly identified as "SE4" on Sheets 06 and 07 of the CDP (defined in Condition 3 below)."

2. **SPEX Permitted**. To modify Section 3-104 of the Revised 1993 Zoning Ordinance, as provided in the table below. This application was processed pursuant to the ZOR Grandfathering Resolution dated December 13, 2023.

REVISED 1993 ZONING ORDINANCE SECTION	PROPOSED MODIFICATION
§3-104(C) (4), R-1 Single Family Residential District, Yards.	Reduce the minimum rear yard for a single-family detached unit from 35 feet to 0 feet to accommodate existing lot line of existing residential unit.

3. **Substantial Conformance.** Development shall be in substantial conformance with Sheets 01, 05, 06, 07, 08, 09, 09A, 10, 11, 12, 13, 14, 16, 16A and 17 of the plan set titled "VILLAGE AT CLEAR SPRINGS ZONING MAP AMENDMENT / SPECIAL EXCEPTIONS AND ZONING MODIFICATIONS LEGI-2023-0017 ZMAP-2021-0008, SPEX-2021-0028, SPEX-2021-0029, SPEX-2021-0030, SPEX-2022-0044, ZMOD-2021-0035, ZMOD-2021-0036, ZMOD-2021-0091, ZMOD-2022-0036, ZMOD-2022-0037," dated "June 2021" and revised through April 1, 2024, prepared by J2 Engineers, Inc. (the "CDP"), the applicable Loudoun County Zoning Ordinance requirements (Zoning Ordinance), and these Conditions. Approval of this application shall not relieve the applicant or the owners of the Property, their successors, or parties developing, establishing or operating the Property in accordance with the approved SPEX (collectively, the "Applicant") from the obligation to comply with and conform to any other applicable Zoning Ordinance, Codified Ordinance, or regulatory requirement.

PROFFER STATEMENT

VILLAGE AT CLEAR SPRINGS

LEGI-2023-0017
ZMAP-2021-0008

December 13, 2021
May 26, 2022
October 26, 2022
January 11, 2023
May 12, 2023
August 18, 2023
November 30, 2023
February 23, 2024
April 4, 2024
October 7, 2025

Pamela Packard owner of property identified as Loudoun County PIN 234-16-2147 (Tax Map #/60///3/////9/)**, Cesar A. Villatoro and Silfida Villatoro**, owners of property identified as Loudoun County PIN 234-15-8988 (Tax Map #/60/////////5A), **Roy K. Mathur and Karin H. Mathur**, owners of property identified as Loudoun County PIN 234-16-3996 (Tax Map #/60///3////10/), **Dennis M. Pettit and Debra W. Pettit**, owners of property identified as Loudoun County PIN 234-16-9543 (Tax Map #/60///3/////7/), **Robert M. Wilkins and Mary Lou Wilkins**, owners of property identified as Loudoun County PIN 234-17-2596 (Tax Map #/60///3/////5/) and PIN 234-27-2750 (Tax Map #/60///3/////4), **Darrell Quesenberry and Cynthia Quesenberry**, owners of property identified as Loudoun County PIN 234-17-4554 (Tax Map #/60///8/////6B) and PIN 234-17-7032 (Tax Map #/60///8/////6A), **41383 Springfield LLC,** owner of property identified as Loudoun County PIN 234-26-4049 (Tax Map #/60///3////11/), **Gary N. Saylor and Nancy M. Saylor,** owners of property identified as Loudoun County PIN 234-36-2207 (Tax Map #/60///3////12A), **Dennis C. Welsh and Deborah C. Welsh,** owners of property identified as Loudoun County PIN 234-36-3057 (Tax Map #/60///3/////1A), **Gregg M. Stewart as Trustee of The Gregg Michael Stewart Revocable Trust, dated September 28, 2022** owner of property identified as Loudoun County PIN 234-36-6701 (Tax Map #/60///3////12B), **Michael Troy Fields and Michelle Vaughn Fields,** owners of property identified as Loudoun County PIN 234-36-7151 (Tax Map #/60///3/////1B), **James L. Petrucelli and Mary Jane Petrucelli,** owners of property identified as 234-37-0852 (Tax Map #/60///3/////2A), **Syed Ishaq and Tammie Umbel Ishaq (also known of record as Tammie Umbel),** owners of property identified as Loudoun County PIN 234-37-2906 (Tax Map #/60///3/////3/), **James L. Petrucelli and Mary Jane Petrucelli and Edward L. Gardner and Judith A. Gardner,** owners of property identified as Loudoun County PIN 234-37-4941 (Tax Map #/60///3/////2B), **Free Life Church, Inc. (previously known of record as Chesapeake Church International, Inc.),** owners of property identified as Loudoun County PIN 235-16-3062 (Tax Map #/60///1////10A), **Ronald Wolfe and Kristy Lynne Wolfe,** owners of property identified as Loudoun County PIN 235-16-4213 (Tax Map #/60/////////4/), **George Callaghan,** owner of property identified as Loudoun County PIN 235-26-2866 (Tax Map

#/60///1/////4/), **Brian A. MacDonald and Tracy M. MacDonald,** owners of property identified as Loudoun County PIN 235-26-8067 (Tax Map #/60///1/////5/), **0 Evergreen Mills Road, LLC,** owners of property identified as 235-36-3533 (Tax Map #/60///1/////3/), **Michael Warter and Susan Warter,** owners of property identified as Loudoun County PIN 235-37-7793 (Tax Map #/60///1/////8/), **Michael Warter and Susan A. Warter and Jeffery Warter,** owners of property identified as Loudoun County PIN 235-37-8420 (Tax Map #/60///1////13/), **Ronald Dale Conklin Jr. and Tiana L. Conklin,** owners of property identified as Loudoun County PIN 235-46-0891 (Tax Map #/60///3/////8A), **Michael Chamberlin and Shari A. Chamberlin,** owners of property identified as Loudoun County PIN 235-46-0954 (Tax Map #/60///3/////8C), **Gregory E. Wigfield and Pamela A. Wigfield as Trustees for the Wigfield Family Trust u/t/d of February 23, 2006,** owners of property identified as 235-46-5476 (Tax Map #/60///3/////8B), **Eric D. Zelsdorf and Barbara C. Zelsdorf,** owners of property identified as Loudoun County PIN 235-46-5737 (Tax Map #/60///1/////1/), **Bethel Orthodox Presbyterian Church Inc.,** owner of property identified as Loudoun County PIN 235-46-7000 (Tax Map #/60///1/////2/), **and Robert L. Gift and Tammy R. Gift,** owners of property identified as Loudoun County PIN 235-47-5463 (Tax Map #/60///1/////9/) (the foregoing owners hereinafter collectively referred to as the "Owners" and portions of the foregoing parcels, as more particularly identified on Sheet 05 of the CDP as "APPLICATION AREA" hereinafter collectively referred to as the "Property") hereby voluntarily proffer on behalf of themselves, and on behalf of their successors and assigns, pursuant to Section 15.2-2303 of the Code of Virginia (1950) as amended, and the land use provisions of the Revised 1993 Loudoun County Zoning Ordinance, as authorized by the ZOR Grandfathering Resolution dated December 13, 2023, that in the event the Board of Supervisors of Loudoun County approves ZMAP-2021-0008 to rezone the Property from the Agricultural Rural-1 ("AR-1") zoning district to the PD-H6 (Planned Development – Housing) zoning district to be administered as R-1 Single Family Residential ("R-1") pursuant to Section 3-100 et. seq. of the Revised 1993 Zoning Ordinance, R-8 Single Family Residential administered as an affordable dwelling unit district under Section 7-800 of the Revised 1993 Zoning Ordinance ("R-8 ADU"), and R-16 Townhouse/Multifamily Residential administered as an affordable dwelling unit district under Section 7-900 of the Revised 1993 Zoning Ordinance ("R-16 ADU"), in accordance with the Concept Development Plan described in Proffer 1 below, together with, ZMOD-2021-0035, ZMOD-2021-0036, ZMOD-2021-0091, ZMOD-2022-0036, and ZMOD-2022-0037, and the special exceptions identified in SPEX-2021-0028, SPEX-2021-0029, SPEX-2021-0030, and SPEX-2022-0044, development of the Property shall be in substantial conformance with the conditions set forth in this Proffer Statement ("Proffers"). These Proffers are the only development conditions that govern this Property, provided that these Proffers shall become effective only upon final approval of this ZMAP-2021-0008. All proffers made herein are contingent upon the approval by the County of this ZMAP-2021-0008 and the accompanying applications, SPEX-2021-0028, SPEX-2021-0029, SPEX-2021-0030, SPEX-2022-0044, ZMOD-2021-0035, ZMOD-2021-0036, ZMOD-2021-0091, ZMOD-2022-0036, and ZMOD-2022-0037 (collectively, the "Application").

All references in these Proffers to subdivision, subdivision plat, or record plat shall be deemed to include condominium or condominium plat or any other document or mechanism that legally divides the Property into separately transferable units of ownership. Any obligation imposed herein that must be performed prior to, in conjunction with, or concurrently with first or other subdivision or record plat approval shall be deemed to be required to be performed prior to the recordation of

any such condominium declaration or plat or other similar document that would have the legal effect of dividing the Property into separately transferable units of ownership.

When any plan submission, signal justification study submission, noise or other impact study submission, bonding, dedication, conveyance, construction, commencement or completion of construction, opening of a facility or infrastructure to traffic or use, payment of cash, or any other act or activity required in these Proffers is required to be performed, submitted, recorded, paid, commenced and/or completed prior to the issuance of a certificate of occupancy, the said certificate of occupancy shall not be issued until the Owner has provided written documentation from the Loudoun County Building and Development ("B&D") or Zoning Administration staff that the said requirement has been satisfied, or documentation from Zoning Administration staff that the said requirement is no longer a prerequisite for issuance of such certificate of occupancy.

As used herein, the term site plan shall include an application for approval of a site plan or site plan amendment in accordance with applicable County ordinances. As used herein, the term "County" refers to the Board of Supervisors of Loudoun County, Virginia, or to the applicable Loudoun County government department, staff, or official enabled with authority to act on the County's behalf, within the context of the particular proffer provision.

CONCEPT DEVELOPMENT PLAN & DEVELOPMENT SCOPE

1. Concept Development Plan. Development of the Property shall be in substantial conformance with Sheets 01, 05, 06, 07, 08, 09, 09A, 10, 11, 12, 13, 14, 16, 16A and 17 of the plan set titled "VILLAGE AT CLEAR SPRINGS ZONING MAP AMENDMENT / SPECIAL EXCEPTIONS AND ZONING MODIFICATIONS LEGI-2023-0017, ZMAP-2021-0008, SPEX-2021-0028, SPEX-2021-0029, SPEX-2021-0030, SPEX-2022-0044, ZMOD-2021-0035, ZMOD-2021-0036, ZMOD-2021-0091, ZMOD-2022-0036, ZMOD-2022-0037," dated "June 2021" and revised through April 1, 2024, prepared by J2 Engineers, Inc. (collectively and hereinafter referenced as, the "CDP") (included by reference as Exhibit A). The CDP shall control the general development, layout, and configuration of the Property. Adjustments to the locations of the proposed uses, facilities, and improvements shown on the CDP shall be permitted as reasonably necessary to address grading; drainage; environmental, cultural, and natural features; development ordinance requirements; other final engineering considerations; and to accommodate the recommendations of archaeological studies, if any, provided that any such minor adjustments shall be in substantial conformance with the CDP. All land development applications, including zoning permit applications, for development of all or any portion of the Property shall identify the Property as being subject to these Proffers.

    a. Parking Requirements. The Parking Requirements for "MULTIFAMILY (AHU) UNITS" listed on Sheet 09 of the CDP shall be superseded by the Parking Requirements included on the Parking Tabulations sheet in the Village at Clear Springs, Land Bay 2c Zoning Concept Plan Amendment Plan Set, dated October 7, 2025, prepared by J2 Engineers, Inc.

~~1.~~2. Development Scope. In addition to any related parking, civic space, open space, stormwater management, recreational, and other community facilities and amenities as shown on the CDP or described in these Proffers, the Property shall be developed as follows and as stated on Sheet 09 or Sheet 09A of the CDP, as applicable:

a. Landbay 1. Landbay 1 shall be developed as follows:

i. Landbay 1 shall be created as a separate parcel of record. Within 90 days after approval of the plat creating Landbay 1 as a separate parcel of record, Owner shall offer Landbay 1 for conveyance by deed of gift or comparable mechanism to USTA Mid-Atlantic Tennis Center LLC, a wholly owned subsidiary of USTA/Mid-Atlantic Foundation, a Virginia nonstock Corporation ("USTA MAS") or its assigns (jointly, "USTA") for the development of a Tennis Facility (defined below). The recreational improvements, as described more fully in subparagraph ii below, may count toward the active recreation requirements of the development constructed on the Property subject to the requirements of subparagraph ii, below. The Owner shall confirm to the Zoning Administrator that it has offered to convey Landbay 1 to USTA, as required by this proffer.

ii. If USTA accepts the conveyance of Landbay 1 as described in subparagraph i above, the Tennis Facility will contain a minimum of 6 and a maximum of 20 lighted outdoor tennis courts, a minimum of 4 and a maximum of 12 lighted outdoor pickleball courts, and a "Tennis Clubhouse" (as defined below) (collectively, the "Tennis Facility"). The Tennis Clubhouse will include a combination of indoor recreation and community uses, which shall include a minimum of 16 indoor tennis and/or pickleball courts, a minimum of 2,000 square feet of office space for USTA and the Master Property Owners' Association ("Master POA") (see Proffer 4), a minimum of 800 square feet of indoor fitness and exercise facilities, a minimum of 400 square feet of retail space, and a minimum of 2,300 square feet of classroom/community/meeting space. The exact features of the Tennis Facility will be determined prior to site plan approval and shall be in substantial conformance with these Proffers and the CDP. The land area of Landbay 1 shall be aggregated into the Property's overall site area for density purposes, and the outdoor sports courts, indoor sports courts, and workout facilities associated with the Tennis Facility may count towards the Property's active recreation space calculations pursuant to Sections 7-803(E) and 7-903(E) of the Revised 1993 Zoning Ordinance, provided the Zoning Administrator determines that the facility and Residents' access thereto satisfies the requirements of those sections. Residents of any and all residential units on the Property ("Residents") shall have the right to use the Tennis Facility in Landbay 1 of the Property, including the Tennis Clubhouse, at no additional cost to the Residents aside from Master POA dues. Such use rights shall be defined by and provided through a shared-use

agreement (the "Shared Use Agreement") between USTA and the Master POA, which shall provide, at a minimum that Residents in good standing shall have the same daily access to all publicly accessible areas of the Tennis Facility, including indoor and outdoor tennis and pickleball courts, during the Tennis Facility's operational hours that is afforded to non-Resident members. For the purposes of this Proffer, "publicly accessible areas" shall be defined as all areas, including tennis and pickleball courts, which are not associated with USTA office space, mechanical operations, management, or maintenance for the Tennis Facility. The proposed Shared Use Agreement shall be provided to the County for Zoning Administrator review and approval for compliance with this Proffer prior to approval of the first zoning permit for the Property and to confirm_that the use rights granted to Residents therein satisfy the Zoning Ordinance active recreation space requirement for the residential development. Once approved by the Zoning Administrator, the Shared Use Agreement shall be in place prior to the approval of the first certificate of occupancy for the Property. Nothing herein shall prevent USTA from promulgating reasonable rules and regulations governing the operation and maintenance of the Tennis Facility, including hours of operation, fees or charges imposed for individual or group lessons/classes, fitness or training programs, or similar offerings made available to both Residents and non-Residents, and the conduct of members, to include Residents, while utilizing the Tennis Facility, provided that such rules shall be applied equally to all members regardless of Resident status, and provided such rules do not conflict with these Proffers or the terms of the Shared Use Agreement as approved by the Zoning Administrator.

The Tennis Facility shall be bonded prior to approval of the first record plat or site plan for Landbay 1, whichever one comes first, other than the record plat that will create Landbay 1 as a separate parcel of record for conveyance to the USTA, and shall be constructed and issued a certificate of occupancy prior to the approval of the 700th zoning permit on the Property. .

iii. If the Tennis Facility is constructed on Landbay 1 in accordance with subparagraph ii above, the Overall Amenity Plan depicted on Sheet 16 of the CDP shall apply to the Property, and Landbay 1 shall be developed in accordance with Section 2.2 of the Design Guidelines referenced in Proffer 6. If the Tennis Facility is not constructed on Landbay 1, the Alternate Amenity Plan shown on Sheet 16A of the CDP shall apply to the Property, and Landbay 1 shall be developed in substantial conformance with subparagraph iv below and Section 2.2A of the Design Guidelines.

iv. In the event that USTA refuses conveyance of Landbay 1, Landbay 1 shall be developed in substantial conformance with Sheet 16A of the CDP, including at a minimum the following amenities designated as

"Recreational Use" on Sheet 16A: 6 tennis courts, 4 pickle ball courts, a minimum 60,000 square foot multi-turf sports field, a minimum 1,300 square foot tot lot, 2 off-leash dog areas consisting of a minimum 30,000 square feet each, trails, a minimum 500 square foot covered pavilion, and a minimum 65 parking spaces. The amenities shall be installed by the Owners prior to approval of the 800th zoning permit on the Property and conveyed to the Master POA, and shall be bonded concurrently with the site plan or CPAP showing said improvements.

In addition, a clubhouse, consisting of a minimum of 2,000 square feet and containing, at minimum, work out facilities and offices for the Master POA shall be developed in Landbay 1 as shown on Sheet 16A of the CDP as "Community Clubhouse", and shall be maintained by the Master POA as described in Proffer 4 below. The Community Clubhouse shall be constructed and issued a certificate of occupancy prior to approval of the 800th zoning permit for the Property, and shown on and bonded concurrently with the site plan showing the facility.

b. Landbay 2a. If Affordable Housing Building(s) are developed in Landbay 2c as described in subparagraph d below, Landbay 2a shall be developed with a maximum of 55 market rate single family attached duplex, triplex and/or quadruplex residential units ("SFA Units").

If Affordable Housing Building(s) are not developed in Landbay 2c, Landbay 2a shall be developed with a maximum of 55 SFA Units, including a minimum of 7 Affordable Dwelling Units (ADUs).

c. Landbay 2b. If Affordable Housing Building(s) are developed in Landbay 2c as described in subparagraph d below, Landbay 2b shall be developed with a maximum of 69 market rate SFA Units.

If Affordable Housing Building(s) are not developed in Landbay 2c, Landbay 2b shall be developed with a maximum of 69 SFA Units, including a minimum of 9 ADUs.

d. Landbay 2c. Landbay 2c shall be developed with a maximum of 54 market rate SFA Units.

Landbay 2c shall also be developed with a minimum~~-~~ of 180 Affordable Housing Units ("AHUs") as defined by Article 8 of the Revised 1993 Zoning Ordinance in one or more three-story multi-family attached elevator-serviced residential buildings (the "Affordable Housing Building(s)").

The affordability requirements identified in this Proffer 2.d. ("Locality's Set-Aside") may survive a foreclosure and be binding upon a successor in interest,

however, if the Virginia Housing Development Authority ("VHDA") as first lienholder is the successful bidder at foreclosure and becomes the successor in interest, the Locality's Set-Aside must terminate other than: i. twenty percent (20%) of the units in the development may remain at sixty percent (60%) of the Washington Primary Metropolitan Statistical Area Median Income ("AMI") following such a foreclosure; and ii. VHDA may permit additional units at sixty percent (60%) of AMI to survive such a foreclosure, provided that VHDA projects that the development will achieve a targeted Debt Service Coverage Ratio of at least 1.25 while subject to such an additional set-aside. This determination of additional units at sixty percent (60%) AMI will be made by VHDA in its sole discretion.

~~Upon foreclosure of any AHU, the rent and/or sales price restrictions applicable to such unit shall terminate if required by, and in accordance with, the applicable funding program requirements. The foreclosing party shall provide to the Zoning Administrator written verification from the applicable funding program, that a foreclosure has occurred and that termination of the rent and/or sales price restrictions (with respect to the foreclosed unit(s)) is required in accordance with the program requirements. The affordability provisions of this proffer shall remain in force and effect with respect to each AHU unless and until the Zoning Administrator has received such written verification. For purposes of this paragraph, the term foreclosure shall include execution and delivery of a deed in lieu of foreclosure.~~

If Affordable Housing Building(s) are not developed as described above, Landbay 2(c) shall be developed with a maximum of 121 SFA Units, including a minimum of 15 ADUs.

e. If AHUs are developed on Landbay 2c as described above, the Zoning Tabulations & Modifications identified on Sheet 09 of the CDP shall apply to the Property. If AHUs are not developed on Landbay 2c, the Alternate Zoning Tabulations & Modifications identified on Sheet 09A of the CDP shall apply to the Property. All AHUs or ADUs, as applicable, shall be developed in accordance with the requirements of Article 7 of the Revised 1993 Zoning Ordinance.

f. Landbay 2d. Landbay 2d shall be developed with a maximum of 36 market rate single family detached residential units ("SFD Units") and a maximum of 108 market rate SFA Units.

If Affordable Housing Building(s) are not developed in Landbay, Landbay 2d shall be developed with a maximum of 36 market rate SFD Units and a maximum of 108 SFA Units, including a minimum of 35 ADUs.

In addition to the 144 SFD and SFA units described above, Landbay 2d shall also be developed with a minimum of 4 single family attached duplex, triplex, or quadruplex residential dwelling units for the purposes of providing for-sale affordable residential units (hereinafter referred to as "Non-Profit Units"). The

Non-Profit Units will be constructed and administered by a non-profit entity such as but not limited to Loudoun Habitat for Humanity, who will offer the Non-Profit Units as available for purchase by qualified buyers who earn between 30% and 60% of the Washington Metropolitan Statistical Area Median Income ("AMI") as published by HUD. Each Non-Profit Unit shall be a minimum of 1,200 square feet.

g. Landbay 3. Landbay 3 shall be developed with a maximum of 121 market rate single family detached age-restricted residential units ("Age-Restricted SFD Units") and a maximum of 153 market rate single family attached age-restricted triplex and/or quadruplex residential units ("Age-Restricted SFA Units") (collectively "Age-Restricted Single Family Units").

i. Age Restriction for Age-Restricted Single Family Units. The dwelling units identified in Proffer 2(g) shall be occupied by households with at least one full-time resident 55 years of age or older (an "Independent Adult"). All other residents of any Age-Restricted Single Family unit ("Permitted Occupant") on the Property shall reside with an Independent Adult, and each such Permitted Occupant shall be: (a) a spouse or a cohabitant of an Independent Adult; or (b) the child of an Independent Adult residing therein or the child of a person residing therein who qualifies as a Permitted Occupant under this paragraph, such child being at least 18 years of age or older; or (c) a person who provides primary physical or economic support to the Independent Adult residing therein. Such qualifications for occupancy and corresponding requisite minimum ages applicable to each Age-Restricted Single Family Unit shall be set forth in the POA Documents (see Proffer 4). Notwithstanding the foregoing limitations: (1) a person not within the above categories may be hired to provide live-in, long-term or terminal health care to an Independent Adult residing therein for compensation; or (2) if an Independent Adult, while maintaining residency of an Age-Restricted Single Family Unit, is compelled by law or court order to take custody of a child under 18 years of age, the Independent Adult and any such child shall be allowed to continue to occupy the residential unit. The restrictions of occupancy set forth in this proffer shall be in conformance with the State and Federal Fair Housing Acts and the Federal Housing for Older Persons Act of 1995 (Pub. L. 104–76, 109 Stat. 787, approved December 28, 1995), as amended, and as implemented by HUD regulations at 24 CFR part 100 (collectively, "Fair Housing Regulations"). Prior to the approval for a zoning permit for each Age-Restricted Single Family Unit, the Owner shall demonstrate compliance with applicable Fair Housing Regulations.

ii. Guests For Age-Restricted Single Family Units. POA Documents shall provide that guests under the age of 55 are permitted to occupy the Age-Restricted Single Family Units for periods of time not to exceed 30

consecutive days nor a cumulative 60 days total for each such guest in any calendar year.

iii. Successor Owners for Age-Restricted Single Family Units. If title to any dwelling described in Proffer 2(g) becomes vested in any person under the age of 55 by reason of descent, distribution, foreclosure or operation of law, the said age restriction shall not result in a forfeiture or reversion of title, but rather, such person thus taking title shall not be permitted to reside in such dwelling unit until such unit shall be also occupied by the requisite Independent Adult in accordance with subparagraph i above and as set forth in the POA Documents. Notwithstanding the foregoing, a surviving spouse shall be allowed to occupy an Age-Restricted Single Family Unit consistent with the Federal Fair Housing Act and the Virginia Fair Housing Law, as may be amended.

iv. Enforcement of Age Restriction Requirements. Appropriate rules and regulations allowing the Property Owner Association, as defined in Proffer 4 below, to enforce the age-restriction requirements included in subparagraphs g.i through g.iii, above shall be included in the POA Documents.

v. Dedication Area. The approximately 4 acre area within Landbay 3 identified on Sheet 6 of the CDP as "LINEAR PARK" shall be dedicated to the County as described in Proffer 32.a, below. The final location and acreage of this area shall be shown at the time of site plan, provided that the total area within Landbays 3 and 4a dedicated to the County for a Liner Park shall be a minimum of 22 acres.

h. Landbay 4a. Landbay 4a shall be developed with a maximum of 24 market rate SFD Units, and a maximum of 105 Market Rate SFA Units.

If Affordable Housing Building(s) are not developed in Landbay 2c, Landbay 4a shall be developed with a maximum of 24 Market Rate SFD Units and a maximum of 105 SFA Units, including a minimum of 35 ADUs.

In addition to the 129 SFD and SFA units described above, Landbay 4a shall also be developed with a minimum of 4 Non-Profit Units as defined and described in subparagraph f above.

The approximately 18 acre area within Landbay 4a identified on Sheet 6 of the CDP as "LINEAR PARK" shall be dedicated to the County as described in Proffer 32.a, below. The final location and acreage of this area shall be shown at the time of site plan, provided that the total area within Landbays 3 and 4a dedicated to the County for a Linear Park shall be a minimum of 22 acres.

i. Landbay 4b. Landbay 4b shall consist of an existing church.

j. Landbay 4c. Landbay 4c shall consist of one existing single family detached unit.

k. Landbay 5. Landbay 5 shall be developed with a maximum of 48 market rate SFD Units and a maximum of 111 market rate SFA Units.

If Affordable Housing Building(s) are not developed in Landbay 2c, Landbay 5 shall be developed with a maximum of 48 market rate SFD Units and 111 SFA Units, including a minimum of 20 ADUs.

In addition to the 159 SFD and SFA units described above, Landbay 5 shall also be developed with a minimum of 4 Non-Profit Units as defined and described in subparagraph f above.

l. Landbay 6a. Landbay 6a may be developed as a church and other accessory uses. If Landbay 6a is not developed as a church, it shall develop with other Civic Uses and/or Open Space that meet the applicable Loudoun County Zoning Ordinance ("Zoning Ordinance") definitions and requirements for said uses.

m. Landbay 6b. Landbay 6b shall be conveyed to the County and reserved exclusively for a Neighborhood Park, including children play area and other improvements described in Proffer 31.b. The area of Landbay 6b shall be aggregated into the Property's overall site area for density purposes and counted towards the Property's open space and civic space calculations as shown on Sheet 10.

n. Lot Size Variation. The following lot size restrictions shall apply to all lots for dwelling units on the Property, regardless of landbay:

i. Each SFD Unit, whether age-restricted or not, shall be constructed on a lot containing a minimum of 3,500 square feet, and maximum of 10,035 square feet. In addition to the foregoing, the following lot size standards shall apply to SFD units on the Property:

a. A minimum of 15% of the SFD Units shall be constructed on lots containing a minimum of 3,500 square feet, and a maximum of 5,500 square feet;

b. A minimum of 10% of SFD units shall be constructed on lots containing a minimum of 5,501 square feet, and a maximum of 6,500 square feet; and

c. A maximum of 5% of SFD units shall be constructed on lots containing no less than 8,000 square feet and no more than 10,035 square feet.

ii. Each market rate SFA Unit, SFA ADU, and Non-Profit Unit, whether age restricted or not, shall be constructed on a lot containing a minimum of 1,235 square feet and a maximum of 3,400 square feet. In addition to the foregoing, the following lot size standards shall apply to market rate SFA Units on the Property:

a. A minimum of 10% shall be constructed on lots containing a minimum of 1,235 square feet and a maximum of 1,600 square feet; and

b. A minimum of 10% shall be constructed on lots containing a minimum of 1,601 square feet and a maximum of 2,400 square feet.

~~2.~~3. Water and Sewer. The Property shall be served by public central water supply and public central sanitary sewer systems. The Owner shall construct and install water and sewer lines necessary to serve the Property in those areas where additional water and sewer lines and connections are necessary to develop and serve the Property, and which lie beyond the limits of the Loudoun County Sanitation Authority's ("Loudoun Water") planned extension of the central water supply and central sewer system, at no cost to the County or Loudoun Water. Such lines and connections shall be constructed and installed in accordance with Loudoun Water standards. The Owner shall acquire, at no public cost, any off-site easements, if needed, to extend public water and/or sanitary sewer lines to the Property and shall dedicate such easements to Loudoun Water at no cost to the County or Loudoun Water. Unless otherwise approved by the Loudoun County Health Department, any existing wells and drainfields located on the Property within each Landbay shall be abandoned prior to approval of the first zoning permit for that Landbay, in accordance with Loudoun County Health Department standards and requirements then in effect, unless otherwise agreed to.

~~3.~~4. Property Owner Association. With the exception of the AHUs, a~~A~~ll property owners on the Property shall be members of a Master Property Owners Association ("Master POA") established to regulate use and provide standards for construction and landscaping within the Property, and to provide maintenance and other services described in these Proffers. The entire Property shall be subject to one Master POA. The Owner shall establish the Master POA as an overall umbrella association and may also establish one or more sub-associations as needed, without limitation. Concurrent with the submission of the first record plat or site plan for any portion of the Property, whichever is first in time, the Owner shall submit to the County, for review and approval, a declaration of covenants, conditions, and restrictions, and related governance documents (together, the "POA Documents") creating the Master POA and any sub-association(s). All property owners shall be subject to the POA Documents for the Master POA. The Master POA and any sub-association(s) shall be established, and the associated POA Documents and sub-association documents shall be recorded, in the land records of Loudoun County Circuit Court, prior to the approval of the first record plat or site plan for any portion of the Property, whichever is first in time.

a. General Responsibilities. The Master POA, and/or its assigned sub-association(s), as applicable, shall maintain all common areas, open space areas, and active recreation areas; provide for trash removal and recycling services throughout the Property; and provide for snow removal from private streets, parking areas, and pedestrian facilities. The Master POA shall be responsible for the maintenance of any Bus Stop Easement and Bus Shelter on the Property. The Master POA and/or its assigned sub-associations(s) shall also be responsible for the maintenance of all common recreational facilities on the Property not maintained by the County, all storm drainage easements and stormwater management facilities on the Property not maintained by the County, all private streets and street lights internal to the Property, and all pedestrian facilities on the Property not otherwise maintained by the County or the Virginia Department of Transportation ("VDOT").

b. Garage Restriction. The POA Documents shall include a provision prohibiting any garage space from being converted to habitable and/or living space or to any other use that precludes the parking of operable vehicles. Notwithstanding the foregoing, this exclusion shall not apply to model homes and/or marketing offices utilized by the Developer or its agent(s) for the marketing of units for sale.

~~4.~~5. Recreational Amenities. As depicted on Sheets 09, 09A, 16, and 16A of the CDP, the Owner shall provide a minimum of 162,300 square feet, or 151,500 square feet if AHUs are not developed, of active recreation space on the Property. The Owner shall install those minimum improvements reflected on Sheet 16 or Sheet 16A of the CDP, as applicable. Any such active recreation space(s)shall be owned and maintained by the Master POA, and/or its assigned sub-association(s), established pursuant to Proffer 4. Active recreation space(s) and the facilities and amenities to be constructed or placed within said areas shall be bonded prior to the approval of the first record plat or site plan for landbay where said amenity is located and constructed according to the timing described in Proffer 5.a.

a. Timing of Recreation Amenities. The recreational amenities referenced in this Proffer 5.a. shall be shown on, and bonded for construction prior to approval of, the first site plan or subdivision plat for the associated Landbay.

i. Construction of a minimum four hundred (400) square foot Children Play Area including a range of accessible play equipment for multiple ages in Landbay 2a shall occur concurrently with the construction of the residential dwelling units within Landbay 2a and shall be completed prior to the issuance of the 35th certificate of occupancy for a residential dwelling unit in Landbay 2a.

ii. Construction of the recreational amenities in Landbay 2c shall occur concurrently with the construction of the residential dwelling units within Landbay 2c and shall be completed as follows:

1. The construction of the Gathering Node as defined in the Design Guidelines referenced in Proffer 6 below shall be completed prior to the issuance of the 115th certificate of occupancy for a residential dwelling unit in Landbay 2c if Affordable Housing Building(s) are constructed in Landbay 2c. If Affordable Housing Building(s) are not constructed in Landbay 2c, the Gathering Node shall be completed prior to the issuance of the 30th certificate of occupancy for a residential dwelling unit in Landbay 2c. The Gathering Node shall be a minimum of three hundred (300) square feet and shall include, at a minimum, seating for ten (10) people, which may consist of benches, chairs, seat walls, or similar seating options.

2. The construction of the Children Play Area shall be completed prior to the issuance of the 115th certificate of occupancy for a residential dwelling unit in Landbay 2c if Affordable Housing Building(s) are constructed in Landbay 2c. If Affordable Housing Building(s) are not constructed in Landbay 2c, the Children Play Area shall be completed prior to the issuance of the 30th certificate of occupancy for a residential dwelling unit in Landbay 2c. The Children Play Area shall consist of a minimum of four hundred (400) square feet and shall include a range of accessible play equipment for multiple age groups.

iii. Construction of the recreational amenities in Landbay 2d shall occur concurrently with the construction of the residential dwelling units within Landbay 2d and shall be completed as follows:

1. The construction of the Pollinator Garden shall be completed prior to the issuance of the 68th certificate of occupancy for a residential dwelling unit in Landbay 2d. The plantings in the Pollinator Garden shall incorporate Virginia native pollinator plantings consisting of the following plant types: shrubs, ornamental grasses, and perennials, to provide nectar and/or pollen during all four flowering periods (spring, early summer, late summer, and fall). Local Virginia ecotypes shall be selected where available and shall include a variety of plant types and species to foster biodiversity and support a variety of native pollinators. The pollinator plant species within the pollinator garden must be provided as follows: (1) diversity must be provided so that no one plant type may exceed 50% of the total plant units required and a minimum of 3 different species is required for each plant type, (2) all plant material shall be installed and maintained in conformance with the Zoning Ordinance, and (3) container plants shall be a minimum of 3 gallons for shrubs and a minimum of 1 gallon for perennials and ornamental grasses. The POA documents shall include a provision for the ongoing

maintenance of the pollinator garden. The pollinator garden will consist of, at a minimum, 1 bench and a minimum of 500 square feet of planting area.

2. The construction of the Community Pool with a minimum water surface area of 3,500 square feet and Pool House consisting of a minimum of 600 square feet and including a lifeguard room, a pool equipment room, and restroom facilities shall be completed prior to the issuance of the 100th certificate of occupancy for a residential dwelling unit in Landbay 2d.

iv. Construction of the recreational amenities in Landbay 3 shall occur concurrently with the construction of the residential dwelling units within Landbay 3 and shall be completed as follows:

1. The construction of the Age-Restricted Pool with a minimum water surface area of 2,500 square feet and Clubhouse consisting of a minimum of 3,000 square feet, as well as the adjacent Children Play Area shall be completed prior to the 137th certificate of occupancy for a residential dwelling unit in Landbay 3. The Children Play Area shall consist of a minimum of 400 square feet and shall include a range of accessible play equipment for multiple age groups.

2. The construction of the 2 Pocket Parks shall be completed prior to the issuance of the 137th certificate of occupancy for a residential dwelling unit in Landbay 3. Each Pocket Park shall consist of a minimum of 100 square feet and shall include, at a minimum, the following amenities:

a. Seating for four (4) people, which may consist of benches, chairs, seat walls, or similar seating options; and

b. A minimum of 1 unifying theme or focal element which may include, but is not limited to, an art feature, such as a sculpture a minimum of 36 inches in height; enhanced landscaping to include a minimum of 2 small deciduous trees and 50 small shrubs; a specimen tree; decorative inlaid paving; or other similar features.

3. The construction of the Central Green shall be completed prior to the issuance of the 200th certificate of occupancy for a residential dwelling unit in Landbay 3. The Central Green shall include, at a minimum, four (4) benches, 700 square feet of raised planter beds,

1 pergola focal structure, and a minimum of 17,500 square feet of open lawn play area.

4. The construction of the Pollinator Garden shall be completed prior to the issuance of the 200th certificate of occupancy for Landbay 3. The plantings in the Pollinator Garden shall be consistent with Proffer 5.a.iii.1 above. The pollinator garden will consist of, at a minimum, one (1) bench and a minimum of 750 square feet of planting area.

v. Construction of the Pocket Park in Landbay 4a shall be completed prior to the issuance of the 70th certificate of occupancy for a residential dwelling unit in Landbay 4a. The Pocket Park shall consist of a minimum of 100 square feet and shall include:

1. Seating for 4 people, which may consist of benches, chairs, seat walls, or similar seating options; and

2. A minimum of 1 unifying theme or focal feature, which may include, but is not limited to, an art feature such as a sculpture a minimum of 36 inches in height; enhanced landscaping, to include a minimum of 2 small deciduous trees and 50 small shrubs; a specimen tree; decorative inlaid paving; or other similar features.

vi. Construction of the 2 Pocket Parks and 2 Mews Walks, the latter as defined by the Design Guidelines referenced in Proffer 6, in Landbay 5 shall be completed prior to the 80th certificate of occupancy for residential dwelling unit in Landbay 5.

1. Each Pocket Park shall be a minimum of 100 square feet each and shall include the following amenities:

a. Seating for four (4) people, which may consist of benches, chairs, seat walls, or similar seating options; and

b. A minimum of 1 unifying theme or focal element, which may include, but is not limited to, an art feature such as a sculpture a minimum of 36” tall; enhanced landscaping to include a minimum of 2 small deciduous trees and 50 small shrubs; a specimen tree; decorative inlaid paving; or other similar features.

2. Each Mews Walk shall consist of a minimum of 750 square feet and shall include, at a minimum, enhanced landscaping, 1 focal point pergola and 2 benches.

b. Once the required recreation facilities and amenities are constructed or placed within said active recreation spaces on the Property as required pursuant to this Proffer 5, the Owner or the Master POA, established pursuant to Proffer 4, above, as may be applicable, shall be permitted to change, without the need to process a Zoning Concept Plan Amendment, any one or more of the facilities or amenities within said active recreation spaces contemplated by this proffer, so long as the Property continues, as determined by the Zoning Administrator, to meet its minimum Active Recreation Space requirement and the alternative active recreation facility(ies) or amenity(ies), as determined by the Zoning Administrator, meet the Zoning Ordinance definition of active recreation space. . The minimum active recreation space and minimum improvements identified in Proffer 5, shall remain unchanged through the replacement of proffered facilities and amenities with alternative facilities and amenities. Prior to any such change, the Owner or Master POA, as applicable, shall submit the contemplated change to the Zoning Administrator for review in accordance with this proffer.

~~5.~~6. Design Guidelines. Development on the Property shall be consistent with the Design Guidelines titled, "VILLAGE AT CLEAR SPRINGS DESIGN GUIDELINES PREPARED BY J2 LEGI-2023-0017 ZMAP-2021-0008" dated November 28, 2023 (included by reference as Exhibit B). In instances where the Design Guidelines conflict with any provisions proffered herein, including the CDP, for which substantial conformance is required, these Proffers and the CDP shall supersede the Design Guidelines. The Design Guidelines describe general building character, design, and materials, for Landbays 1, 2a, 2b, 2c, 2d, 3, 4a, 5, 6a, and 6b of the Property. The Owner shall develop appropriate design review procedures to ensure Landbays 1, 2a, 2b, 2c, 2d, 3, 4a, 5, 6a, and 6b of the Property are developed consistent with the Design Guidelines. The Design Guidelines shall be enforced by the Master POA. A letter confirming approval by the Master POA shall be included with all site plan or record plat applications submitted to the County for the Property. The buildings shall be similar in character to the elevations depicted in the Design Guidelines, but exact conformity shall not be required. Prior to approval of a site plan or record plat, architectural elevations shall be submitted to the Zoning Administrator to demonstrate conformance with this Proffer 6 and Proffer 7 below.

~~6.~~7. Building Design. The following building design features shall be incorporated into the facades of each dwelling unit building on the Property:

a. The front and side facades of each dwelling unit building shall consist of quality masonry materials, such as brick or brick application, Hardi Plank or Fiber Cement siding, or stone or stone application. The type and amount of masonry materials shall be depicted on the applicable building plans for the dwelling units.

b. There shall be no aluminum siding or vinyl siding permitted on any of the facades of the dwelling unit buildings.

c. The dwelling unit buildings shall not exceed 3 stories in height for all Landbays.

d. Each dwelling unit facade shall include a minimum of 2 of the following design features: window surrounds, decorative masonry designs to differentiate the wall surface, awnings, bay windows, façade recesses, and parapets.

e. The following building design features shall be incorporated into the facades of the Tennis Facility within Landbay 1:

i. The primary facades of all buildings comprising the Tennis Facility shall consist of quality masonry materials, such as brick or brick application, Hardi Plank or Fiber Cement siding, or stone or stone application. For the purposes of this Proffer, a primary façade shall be defined as a façade facing either a public right-of-way, the Dulles Greenway, or residential dwelling unit(s). The type and amount of masonry materials shall be depicted on the applicable building plans for the Tennis Facility.

ii. All buildings housing indoor sports courts for the Tennis Facility shall use a Standing Seam metal roof. Portions of the Tennis Clubhouse not containing indoor sports courts shall use either a flat roof or a Standing Seam metal roof.

f. The following building design features shall be incorporated into the facades of a future civic building within Landbay 6a:

i. The front and side facades of each building comprising any newly constructed civic building shall consist of quality masonry materials, such as brick or brick application, Hardi Plank or Fiber Cement siding, or stone or stone application. The type and amount of masonry materials shall be depicted on the applicable building plans for the civic building.

ii. There shall be no aluminum siding or vinyl siding permitted on any of the facades of the civic building.

~~7.~~8. Universal Design and Age-Restricted Single Family Units Accessibility.

a. For the purposes of this proffer, “First Floor Occupiable Space” shall be defined as livable space on the first floor, where said livable space on the first floor is designated for the purpose of at least one bedroom and one full.

b. Age-Restricted Single Family Units shall contain either First Floor Occupiable Space or elevator service within each unit. The Owner shall provide the Zoning Administrator with documentation demonstrating that one of these options has been provided for each Age-Restricted Single Family Unit prior to the issuance of the certificate of occupancy for each Age-Restricted Single Family Unit.

c. The following Universal Design Features ("Universal Design Features") shall be provided in all Age-Restricted Single Family Units at no cost to the purchaser.

i. Blocking in bathrooms to allow for the future installation of grab bars for commodes, bathtubs, and showers;

ii. Electrical outlets that are a minimum of 18 inches high on the wall;

iii. Light switches and thermostats that are located a maximum of 48 inches high on the wall;

iv. Levered door handles instead of doorknobs;

v. A turning radius of five (5) feet near the first floor bathroom commode; and

vi. A first floor bathroom console sink in lieu of a cabinet-style vanity.

vii. Garage doors of at least eight (8) feet in width to accommodate vans;

viii. Rocker style light switches;

x. Raised bottom pantry shelf;

xi. Showers featuring shower pans instead of bathtubs;

xii. Hard surface flooring for mobility device accessibility; and

xiii. Raised fireplace with no hearth.

d. The Universal Design Features shall be labelled as such on relevant building plans and the units containing Universal Design Features shall be designated as a Universal Design Unit prior to the approval of the zoning permit for each such unit.

e. The Universal Design Features for non-age-restricted market Rate SFA and market Rate SFD Units shall be included within the sales and marketing materials for prospective purchasers of those units as options to be installed at the original purchaser's request for any dwelling unit which contains First Floor Occupiable Space. Any Universal Design Features to be installed by the Owner must be requested prior to the beginning of construction for said dwelling unit but no later than the time of contract ratification by the original purchaser. Universal Design Features agreed to and meeting the criteria as described here within shall be installed by the Owner prior to the issuance of the certificate of occupancy for said dwelling unit on the Property. The Owner shall provide the Zoning Administrator documentation demonstrating the Universal Design Features are provided as an option at the time of initial purchase as required in this Proffer 8 prior to the

approval of the first zoning permit for the Property for any dwelling unit containing First Floor Occupiable Space. Except as provided in Proffer 8.c, Universal Design Features requested and agreed to pursuant to this Proffer 8.e shall be installed by the Owner at the sole cost of the original purchaser for all market-rate dwelling units.

f. Universal Design for Affordable Units. Universal Design Features as identified in 8.c.i., 8.c.ii., 8.c.iii., 8.c.iv., and 8.c.v shall be included and installed as standard for all ADUs prior to the issuance of the certificate of occupancy for said dwelling unit.

~~8.~~9. Mechanical Equipment. All rooftop mechanical equipment shall be screened from view from adjacent public rights-of-way, the Dulles Greenway, and residential dwelling units with materials that blend with the building architecture as described in Proffer 7 above. All ground-mounted mechanical equipment not associated with a residential dwelling unit facing adjacent public rights-of-way, the Dulles Greenway, or residential dwelling units shall be screened with materials that blend with the building architecture as described in Proffer 7 above, or by landscaping that shall include a minimum of 80% native evergreen plant material, a minimum of 30 inches in height at the time of installation.

CAPITAL FACILITIES CONTRIBUTION

~~9.~~10. Capital Facilities Contribution. Owner shall make a one-time capital facilities contribution for each market rate dwelling unit developed on the Property in the amounts identified below:

Non-Age-Restricted SFD Units: Starting with the 28th market rate non-age-restricted SFD Unit, a contribution in the amount of 38,439.10 per unit;

SFA Units: A contribution in the amount of $26,528.35 per unit;

Age-Restricted SFD Units: A contribution in the amount of $9,886.14; and

Age-Restricted SFA Units: A contribution in the amount of $8,081.52.

The amount of the said capital facilities contribution payable for each dwelling unit, adjusted pursuant to Proffer 47 below, shall be calculated at the time of the approval of the zoning permit for each said unit and shall be payable prior to the issuance of the certificate of occupancy for such unit. Said capital facilities contribution funds may be used at the County's discretion for capital facility improvements within the County.

a. Offset for By-Right Development Potential. Capital facilities contributions will not be paid for the first 27 non-age-restricted market rate SFD units, as an offset for the

by-right development potential for the Property prior to approval of ZMAP-2021-0008.

TRANSPORTATION CONTRIBUTIONS

~~10.~~11. Regional Road Contribution. The Owner shall make a one-time regional road cash contribution in the amount of $6,000.00 per market rate dwelling unit. The amount of the said regional road contribution payable for each dwelling unit, adjusted pursuant to Proffer 47 below, shall be calculated at the time of the approval of the zoning permit for each said unit and shall be payable prior to the issuance of the certificate of occupancy for each such unit. Said contributions shall be payable to the County and used by the County for road or transportation improvements in the vicinity of the Property.

~~11.~~12. Transit Contribution. The Owner shall make a one-time cash transit contribution in the amount of $1,000.00 per market rate dwelling unit. The amount of the said transit contribution payable for each dwelling unit, adjusted pursuant to Proffer 47 below, shall be calculated at the time of the approval of the zoning permit for each said unit and shall be payable prior to the issuance of the certificate of occupancy for each such unit. Said contributions shall be payable to the County and deposited in a Transit/Rideshare Trust Fund or otherwise used by the County to support transit services as described in the Countywide Transportation Plan ("CTP").

CONTRIBUTION CREDITS

~~12.~~13. Evergreen Mills Road Improvements Credit. Upon satisfaction of Proffers 20.a and 20.b, the Owner shall receive credit against the cash contributions identified Proffers 10, 11 and 12 in the total amount of Sixteen Million Six Hundred Twenty-Three Thousand Five Hundred Sixty Dollars ($16,623,560.00) for construction of the Evergreen Mills Road Frontage Improvements (as defined in Proffer 20). Applicable credits shall be calculated and applied at the time of zoning permit approval on a per unit basis as described in Proffers 13.a and 13.b, provided that the Owner may not receive credit until the applicable phase of improvements is constructed and available for use, and Owner shall not receive credit in excess of the remaining unpaid contributions. Phases for the Evergreen Mills Road Frontage Improvements are defined in Proffer 20.b.

a. A credit shall be applied against the per unit Regional Road and Transit Contributions identified in Proffers 11 and 12 in the total amount of Six Million One Hundred Eighty-Eight Thousand Dollars ($6,188,000.00), as prescribed below.

i. Phase 1 Credit. When Phase 1 Evergreen Mills Road Frontage Improvements are substantially constructed and available for use as described in Proffer 20.b.i, the Owner shall receive credit against per unit

Regional Road and Transit Contributions in the aggregate amount of Two Million One Hundred Thousand Dollars ($2,100,000.00).

ii. Phase 2 Credit. When Phase 2 Evergreen Mills Road Frontage Improvements are substantially constructed and available for use as described in Proffer 21.b.ii, the Owner shall receive credit against per unit Regional Road and Transit Contributions in an additional aggregate amount of Two Million Thirty Thousand Dollars ($2,030,000.00).

iii. Phase 3 Credit. When Phase 3 Evergreen Mills Road Frontage Improvements are substantially constructed and available for use as described in Proffer 21.b.iii, the Owner shall receive credit against per unit Regional Road and Transit Contributions in an additional aggregate amount of One Million Two Hundred Ninety-Five Thousand Dollars ($1,295,000.00).

iv. Phase 4 Credit. When Phase 4 Evergreen Mills Road Frontage Improvements are substantially constructed and available for use as described in Proffer 21.b.iv, the Owner shall receive credit against per unit Regional Road and Transit Contributions in an additional aggregate amount of Seven Hundred Sixty-Three Thousand ($763,000.00).

v. Application of Credit. Credits calculated pursuant to Proffer 13.a shall be applied against units on the Property for which zoning permits have not yet been approved, and for which Regional Road and Transit contributions have not yet been paid.

b. A credit shall be applied against the per unit Capital Facilities Contributions identified in Proffer 10 in the total amount of Ten Million Four Hundred Thirty-Five Thousand Five Hundred Sixty Dollars ($10,435,560.00),as prescribed below.

i. Phase 1 Credit. When Phase 1 Evergreen Mills Road Frontage Improvements are substantially constructed and available for use as described in Proffer 20.b.i., the Owner shall receive credit against per unit Capital Facilities Contributions in the aggregate amount of Two Million Six Hundred Eight Thousand Eight Hundred Ninety Dollars ($2,608,890.00).

ii. Phase 2 Credit. When Phase 2 Evergreen Mills Road Frontage Improvements are substantially constructed and available for use as described in Proffer 20.b.ii., the Owner shall receive credit against per unit Capital Facilities Contributions in an additional aggregate amount of Four Million One Hundred Seventy Four Thousand Two Hundred Twenty-Four Dollars ($4,174,224.00).

iii. Phase 3 Credit. When Phase 3 Evergreen Mills Road Frontage Improvements are substantially constructed and available for use as described in Proffer 20.b.iii., the Owner shall receive credit against per unit Capital Facilities Contributions in an additional aggregate amount of Two Million Six Hundred Eight Thousand Eight Hundred Ninety Dollars ($2,608,890.00).

iv. Phase 4 Credit. When Phase 4 Evergreen Mills Road Frontage Improvements are substantially constructed and available for use as described in Proffer 20.b.iv., the Owner shall receive credit against per unit Capital Facilities Contributions in an additional aggregate amount of One Million Forty-Three Thousand Five Hundred Fifty-Six Dollars ($1,043,556.00).

c. Application of Credit. Credits calculated pursuant to Proffer 13.b shall be applied against units on the Property for which zoning permits have not yet been approved, and for which Capital Facilities Contributions have not yet been paid.

~~13.~~14. Neighborhood Park Credit. Upon satisfaction of Proffer 31 Neighborhood Park Conveyance/Improvements, the Owner shall receive a credit against the per unit Capital Facilities Contributions identified in Proffer 10 in the amount of Five Hundred Three Thousand Forty Dollars ($503,040.00) for the value of the unimproved park land, and One Million Nine Hundred Ninety-Seven Thousand Two Hundred Fifteen Dollars ($1,997,215.00) for construction of the Neighborhood Park Improvements in satisfaction of Proffer 31.c. The total credit for the Neighborhood Park shall be Two Million Five Hundred Thousand Two Hundred Fifty-Five Dollars ($2,500,255.00). The credit shall be calculated at the time of zoning permit and applied at the time of certificate of occupancy on a per unit basis following satisfaction of Proffer 31; provided, however, Owner shall not receive credit in excess of the remaining unpaid Capital Facilities Contributions.

~~14.~~15. Linear Park with Trail Head Parking Credit. Upon satisfaction of Proffer 32.a, (Landbay 3 and Landbay 4a Linear Park with Trail Head Parking Conveyance), the Owner shall receive a credit against the per unit Capital Facilities Contributions identified in Proffer 10 in the amount of One Million Four Hundred Eight Thousand ($1,408,000.00) for the value of said land. Said credit shall be calculated at the time of zoning permit and applied at the time of certificate of occupancy on a per unit basis following satisfaction of Proffer 32.a. In no event shall Owner receive credit in excess of the remaining unpaid Capital Facilities Contributions.

~~15.~~16. Linear Park with Trail Head Parking Improvements Credit. Upon satisfaction of the Linear Park with Trail Head Parking Improvements in accordance with Proffer 32.b and c, the Owner shall receive a credit against the per unit Capital Facilities Contributions identified in Proffer 10 in the amount of Five Hundred Ninety-Eight Thousand Nine Hundred Nineteen Dollars ($598,919.00) for construction of the Linear Park with Trail Head Parking improvements. Said credit shall be calculated at the time of zoning permit and

applied at the time of certificate of occupancy on a per unit basis following satisfaction of Proffer 32.b and c. In no event shall Owner receive credit in excess of the remaining unpaid Capital Facilities Contributions.

TRANSPORTATION IMPROVEMENTS

~~16.~~17. Roadways. All private streets built on the Property will be designed and constructed in accordance with County standards as set forth in the Loudoun County Facilities Standards Manual ("FSM"), as applicable, or with such modified standards as may be approved by the County. The maintenance of private streets shall not be the responsibility of the County. The Owner shall convey to the County public access easements over such private streets, including the right for Loudoun County to operate bus service over such streets.

a. The private street loop identified as "PUBLIC/PRIVATE STREET (BUS LOOP)" on Sheet 11 of the CDP shall be designed to allow a 40-foot bus to safely operate for the purpose of providing bus service to the development. Such design features will include roadway geometry that permits safe turning of buses.

~~17.~~18. Berms on Evergreen Mills Road Frontage. The Owner shall construct berms along Evergreen Mills Road in approximate locations as shown on Sheet 06 of the CDP as "PROP BERM". Said berms shall be a minimum six feet (6') in height, shown on the first CPAP or site plan for the portion of the Property where said berm is located, and bonded for construction prior to the approval of the record plat or site plan for the portion of the Property where said berm is located. Said berm(s) are to be located completely outside of the VDOT right-of-way and will be designed and constructed in accordance with FSM standards. Said berm(s) adjoining Phase 1 Evergreen Mills Road Frontage Improvements, as defined in Proffer 20.b.i. below, shall be installed concurrently with said improvements and no later than prior to the issuance of the 1st certificate of occupancy on the Property. Said berm(s) adjoining Phase 2 Evergreen Mills Road Frontage Improvements, as defined in Proffer 20.b.ii., below, shall be installed concurrently with said improvements but no later than the issuance of the 300th certificate of occupancy on the Property. Said berm(s) adjoining Phase 3 Evergreen Mills Road Frontage Improvements, as defined in Proffer 20.b.iii. below, shall be installed concurrently with said improvements but no later than the issuance of the 590th certificate of occupancy on the Property. The berm(s) installed shall be maintained and any landscaping along said berm(s) shall be maintained by the Master POA and/or applicable sub association.

~~18.~~19. Access Point 1. The Owner shall dedicate to the County, subject to VDOT approval and at no public cost, sufficient land within the Property, to provide for a minimum sixty-two foot (62') width right-of-way as depicted on Sheet 11 of the CDP as "PU-1 MAIN ACCESS WAY", together with the granting of all related easements outside the dedicated right-of-way, such as slope maintenance, storm drainage, temporary construction and utility relocation easements, necessary to accommodate the construction of the PU-1 MAIN ACCESS WAY. Such dedication shall be made prior to or concurrent with the approval of the first record plat or site plan, whichever is first in time, for the Property. The Owner

shall, subject to VDOT approval and at no public cost, design, bond, and construct those improvements as depicted as "PU-1 MAIN ACCESS WAY" on Sheet 11 of the CDP, to create a four-lane median-divided roadway. Said improvements shall be shown on a CPAP and bonded for construction prior to the approval of the first record plat or site plan, whichever is first in time, for the Property, and be constructed and available for use, but not necessarily accepted by VDOT, prior to the issuance of the first certificate of occupancy on the Property.

~~19.~~20. Evergreen Mills Road Frontage Improvements.

a. Evergreen Mills Road Right-of-Way Dedication. The Owner shall dedicate to the County, subject to VDOT approval and at no public cost, sufficient land along the Property's Evergreen Mills Road frontage, to provide for variable width right-of-way as depicted on Sheet 13 of the CDP as "Proposed Right of Way" together with the granting of all related easements outside the dedicated right-of-way, such as slope maintenance, storm drainage, temporary construction and utility relocation easements, necessary to accommodate the construction of improvements to Evergreen Mills Road as described in Proffer 20.b ("Evergreen Mills Road Frontage Improvements"). Dedication of right-of-way and easements and construction of the improvements shall occur in four phases as shown on Sheet 13 of the CDP and described in Proffer 20.b.i through iv below.

i. Phase 1 and Phase 2 Dedication Timing. The dedication of right-of-way as is necessary to complete Phase 1 and Phase 2 of Evergreen Mills Road Frontage Improvements shall be made prior to or concurrent with the approval of the first record plat or site plan application for the Property.

ii. Phase 3 Dedication Timing. The dedication of right-of-way as is necessary to complete Phase 3 of the Evergreen Mills Road Frontage Improvements shall be made prior to or concurrent with approval of the CPAP associated with the construction of Evergreen Mills Road or prior to the 590th zoning permit on the Property, whichever is first in time. For all portions of the subject right-of-way that are not located on the Property, the Owner shall make good faith efforts to acquire the off-site right-of-way or easements necessary for the construction of this roadway. The Owner shall advise the County of such acquisition efforts and shall, to the best of its ability, attempt to acquire such off-site right-of-way or easements without the need for eminent domain proceedings. Where such right-of-way or easements necessary for this roadway cannot be obtained, despite such good faith efforts, either (i) voluntarily through donation to the County, or (ii) through purchase by the Owner at a fair market value, the Owner shall request that the County acquire such right-of-way or easements by appropriate eminent domain proceedings, with all costs associated with the eminent domain proceedings to be borne by the Owner, including, but not limited to, land acquisition costs and appraisal fees. Upon submission of this request,

certificates of occupancy may continue to be issued beyond the 300th cumulative certificate of occupancy on the Property, but not to exceed the 590th certificate of occupancy on the Property. The initiation of such eminent domain proceedings is solely at the discretion of the County. If the necessary off-site right-of-way or easements cannot be acquired by the Owner, and if the County chooses not to exercise eminent domain within twenty-four (24) months of request by Owner, the Owner shall be released from the obligation to acquire such right-of-way or easements and construct the portion of the Evergreen Mills Road Improvements located within such area. As applied to offsite right-of-way and easement acquisition for the Evergreen Mills Road Frontage Improvements, the provisions of this Proffer 20.a.ii shall control over the general provisions of Proffer 30.

b. Evergreen Mills Road Frontage Improvements. The Owner shall, subject to VDOT approval and at no public cost, design, bond, and construct the Evergreen Mills Road Frontage Improvements as depicted on Sheets 06 and 13 of the CDP, to create a median-divided four-lane section of Evergreen Mills Road with two (2) northbound and two (2) southbound lanes, left- and right-turn lanes, and tapers to a two-lane undivided section of roadway. The Owner shall further, subject to VDOT approval and at no public cost, perform shoulder improvements along the future southbound lanes of Evergreen Mills Road, as depicted on Sheet 13 of the CDP. Northbound lanes of Evergreen Mills Road shall be constructed to the Rural Collector Street System (GS-3) VDOT standard from the southern edge of the Property to Shreve Mill Road, and to the Urban Collector Street System (GS-7) VDOT standard from Shreve Mill Road to the northern border of the Property. The southbound lanes of Evergreen Mills Road shall be constructed to the Urban Collector Street System (GS-7) standard from the Property's northern boundary to Bridges Farm Lane and shall transition to the Rural Collector Street System (GS-3) VDOT standard thereafter to the Property's southern boundary. Such improvements shall include correction of the crown on future southbound lanes of Evergreen Mills Road, and installation of a closed drainage system along both northbound and southbound lanes which shall outfall into ditch sections to allow for drainage of water from the roadway.

Evergreen Mills Road Frontage Improvements shall be shown on a CPAP, bonded for construction, and constructed and available for use, but not necessarily accepted by VDOT, based on the timing described in Proffer 20.b.i, Proffer 20.b.ii, Proffer 20.b.iii, and Proffer 20.b.iv.

i. Phase 1 Evergreen Mills Road Frontage Improvements Timing. Phase 1 Evergreen Mills Road Frontage Improvements as shown on Sheet 13 of the CDP, and as proffered herein, shall be shown on a CPAP, bonded, and approved prior to approval of the first record plat or site plan, whichever is first in time, for the Property, and shall be substantially constructed and available for use, but not necessarily accepted by VDOT, prior to the

issuance of the first certificate of occupancy for the Property. For the purposes of these Proffers, Phase 1 Evergreen Mills Road Frontage Improvements shall include construction of 2 new travel lanes along the Property's western boundary and associated right hand turn lane(s) beginning at the Property's northern boundary, ending no earlier than the point identified on Sheet 13 of the CDP as the point between Phase 1 and Phase 2 improvements. Such improvements shall also include construction of Access Points 1 and 2, and construction of the shared use path identified as "10' TRAIL" on Sheet 13 of the CDP within the geographical area described above. The timing of construction of the proposed traffic signal at Access Point 1 is provided in Proffer 21.a., below.

ii. Phase 2 Evergreen Mills Road Frontage Improvements Timing. Phase 2 Evergreen Mills Road Frontage Improvements as shown on Sheet 13 of the CDP, and as proffered herein, shall be shown on a CPAP, bonded and approved prior to the first record plat or site plan, whichever is first in time, for the Property, and shall be substantially constructed and available for use, but not necessarily accepted by VDOT, prior to approval of the 300th certificate of occupancy for the Property, except that turn lanes associated with Access Point 4 shall be constructed and available for use, but not necessarily accepted by VDOT, prior to the issuance of the first certificate of occupancy for Landbay 3, or issuance of the 300th certificate of occupancy for the Property, whichever is first in time. For the purposes of this Proffer, Phase 2 Evergreen Mills Road Frontage Improvements shall include construction of 2 new travel lanes along the Property's western boundary from the end of Phase 1, identified above, to the point identified on Sheet 13 of the CDP as the point between Phase 2 and Phase 3. Such point is directly to the north of Access Point 4 as identified on Sheet 13 of the CDP. These improvements are further shown on Sheet 13 of the CDP. Such improvements shall also include construction of Access Point 3, and the shared use path identified as "10' TRAIL" on Sheet 13 of the CDP within the geographical area described above.

iii. Phase 3 Evergreen Mills Road Frontage Improvements Timing. Phase 3 Evergreen Mills Road Frontage Improvements as shown on Sheet 13 of the CDP, and as proffered herein shall be shown on a CPAP, bonded, and approved prior to or concurrent with approval of the CPAP associated with the construction of Evergreen Mills Road, or prior to approval of the 590th zoning permit for the Property, whichever is first in time, and shall be substantially constructed and available for use, but not necessarily accepted by VDOT, prior to the issuance of the 590th certificate of occupancy for the Property. For the purposes of this Proffer, Phase 3 Evergreen Mills Road Frontage Improvements shall include construction of 2 new travel lanes along the Property's western boundary from the end of Phase 2, identified above, to the Property's southern boundary, identified as Phase 3 on Sheet

13 of the CDP. These improvements are further depicted on Sheet 13 of the CDP. Such improvements shall also include construction of Access point 4 and Access Point 5, and the shared use path identified as "10' TRAIL" on Sheet 13 of the CDP within the geographical area described above.

iv. Phase 4 Evergreen Mills Road Frontage Improvements Timing. Phase 4 Evergreen Mills Road Frontage Improvements as shown on Sheet 13 of the CDP, and as proffered herein shall be shown on, bonded, and approved prior to or concurrent with the CPAP associated with the construction of Evergreen Mills Road, or prior to approval of the 775th zoning permit for the Property, whichever is first in time, and shall be substantially constructed and available for use, but not necessarily accepted by VDOT, prior to issuance of the 775th certificate of occupancy for the Property. For the purposes of this Proffer, Phase 4 Evergreen Mills Road Frontage Improvements shall include improvements to existing lanes of Evergreen Mills Road, including crown correction and drainage improvements from the Property's northern boundary to the Property's southern boundary. Phase 4 improvements shall also include construction of median division and associated right and left hand turn lanes as shown on Sheet 13 of the CDP.

~~20.~~21. Evergreen Mills Road Traffic Signals and Turn Lanes

a. Evergreen Mills Road/Access Point 1. Prior to the approval of the first site plan or CPAP, whichever is first in time, for the Property, the Owner shall contact Loudoun County Department of Transportation and Capital Infrastructure ("DTCI") to prepare a traffic signal warrant study (signal justification report) for the intersection of Evergreen Mills Road and "ACCESS POINT 1 – POTENTIAL SIGNALIZED INTERSECTION" as depicted on Sheets 6 and 13 of the CDP, and pay to the County the applicable fee for preparing the signal warrant study. In the event the analysis determines that the signal is warranted and the warrant study is approved by VDOT, the Owner shall design and install the traffic signal in accordance with VDOT standards (including crosswalks with pedestrian-activated crossings) within 24 months of the warrant study approval OR prior to the issuance of the 300th certificate of occupancy on the Property, whichever is later in time. The traffic signal, including crosswalks with pedestrian-activated crossings, shall be bonded prior to the approval of the first site plan or CPAP showing said traffic signal. If VDOT recommends an innovative intersection control at the intersection, the Owner shall bond the innovative intersection control prior to the approval of the site plan or CPAP showing said innovative intersection control. The Owner shall design and install the VDOT recommended innovative intersection control within 24 months of the warrant study approval by VDOT OR prior to the issuance of the

300th certificate of occupancy on the Property, whichever is later in time. If an intersection approval is not warranted as a result of the first warrant study, the Owner shall contact DTCI to prepare a signal justification report for the intersection of Evergreen Mills Road and Site Driveway 1 prior to the approval of the 590th zoning permit on the Property, and shall pay the costs associated with such report. In the event the analysis determines that a signal is warranted and the warrant study is approved by VDOT, the Owner shall design and install the traffic signal in accordance with VDOT standards, including crosswalks with pedestrian-activated crossings, within 24 months of the warrant study approval OR prior to the issuance of the 775th certificate of occupancy on the Property, whichever is later in time. The traffic signal, including crosswalks with pedestrian-activated crossings, shall be bonded prior to the approval of the site plan or CPAP showing said traffic signal. If VDOT recommends an innovative intersection control at the intersection, the Owner shall bond the innovative intersection control prior to the approval of the site plan or CPAP showing said innovative intersection control. The Owner shall design and install the VDOT recommended innovative intersection control within 24 months of the warrant study approval by VDOT OR prior to the issuance of the 775th certificate of occupancy on the Property, whichever is later in time. If the warranted intersection improvements (signal or innovative intersection control) are installed by others, the Owner shall contribute $500,000 to the County within 30 days of written request by the County, which contribution shall be used for other regional road, transportation, or transit projects in the vicinity of the Property. In the event, the signal is not warranted and VDOT does not recommend innovative intersection control as a result of the second warrant study, the Owner shall contribute cash in lieu of construction in the amount of $500,000 to the County prior to the approval of the 775th zoning permit for the Property. If said cash in lieu of construction contribution is paid, the Owner shall no longer be required to install intersection improvements and said contribution shall be used for other regional road, transportation, or transit projects in the vicinity of the Property.

b. Evergreen Mills Road/Access Point 4. Prior to the approval of the first site plan or CPAP, whichever is first in time, for the Property, the Owner shall contact DTCI to prepare a traffic signal warrant study (signal justification report) for the intersection of Evergreen Mills Road and "ACCESS POINT 4 – POTENTIAL SIGNALIZED INTERSECTION" as depicted on Sheets 6 and 13 of the CDP, and pay to the County the applicable fee for preparing the signal warrant study. In the event the analysis determines that the signal is warranted and the warrant study is approved by VDOT, the Owner shall design and install the traffic signal in accordance with VDOT standards (including crosswalks with pedestrian-activated crossings) within 24 months of the warrant study approval OR prior to the issuance of the 300th certificate of occupancy on the Property, whichever is later in time. The traffic signal, including crosswalks with pedestrian-activated crossings, shall be bonded prior to the approval of the first site plan or CPAP showing said traffic signal. If VDOT recommends an innovative intersection control at the intersection, the Owner shall bond the innovative intersection control prior to the approval of

the site plan or CPAP showing said innovative intersection control. The Owner shall design and install the VDOT recommended innovative intersection control within 24 months of the warrant study approval by VDOT or prior to the issuance of the 300th certificate of occupancy, whichever is later in time. If an intersection approval is not warranted as a result of the first warrant study, the Owner shall contact DTCI to prepare a signal justification report for the intersection of Evergreen Mills Road and Site Driveway 4 prior to the approval of the 590th zoning permit on the Property, and shall pay the costs associated with such report. In the event the analysis determines that a signal is warranted and the warrant study is approved by VDOT, the Owner shall design and install the traffic signal in accordance with VDOT standards, including crosswalks with pedestrian-activated crossings, within 24 months of the warrant study approval OR prior to the issuance of the 775th certificate of occupancy on the Property, whichever is later in time. The traffic signal, including crosswalks with pedestrian-activated crossings, shall be bonded prior to the approval of the site plan or CPAP showing said traffic signal. If VDOT recommends an innovative intersection control at the intersection, the Owner shall bond the innovative intersection control prior to the approval of the site plan or CPAP showing said innovative intersection control. The Owner shall design and install the VDOT recommended innovative intersection control within 24 months of the warrant study approval by VDOT OR prior to the issuance of the 775th certificate of occupancy on the Property, whichever is later in time. If the warranted intersection improvements (signal or innovative intersection control) are installed by others, the Owner shall contribute $500,000 to the County within 30 days of written request by the County, which contribution shall be used for other regional road, transportation, or transit projects in the vicinity of the Property. In the event, the signal is not warranted and VDOT does not recommend innovative intersection control as a result of the second warrant study, the Owner shall contribute cash in lieu of construction in the amount of $500,000 to the County prior to the approval of the 775th zoning permit for the Property. If said cash in lieu of construction contribution is paid, the Owner shall no longer be required to install intersection improvements and said contribution shall be used for other regional road, transportation, or transit projects in the vicinity of the Property.

c. Evergreen Mills Road/Shreve Mill Road. Prior to the approval of the first site plan or CPAP, whichever is first in time, for the Property, the Owner shall contact DTCI to prepare a traffic signal warrant study (signal justification report) for the intersection of Evergreen Mills Road and Shreve Mill Road and pay to the County the applicable fee for preparing the signal warrant study. As determined by the traffic signal justification report, the Owner in consultation with DTCI shall determine the Pro Rata Share (the "Pro Rata Share") for future improvements to the intersection of Evergreen Mills Road and Shreve Mill Road. Said Pro Rata Share shall reflect the impact from future development as proposed by the Owner in these proffers and shall be calculated prior to the issuance of the 590th zoning permit on the Property. Regardless of said calculations the Pro Rata Share shall not exceed

$160,000.00 and said Pro Rata Share shall be paid by the Owner to the County prior to the issuance of the 590th certificate of occupancy on the Property.

d. Evergreen Mills Road Turn Lanes. The Owner shall provide as shown on Sheet 13 of the CDP right turn lanes and/or left turn lanes where applicable at the intersections of the ACCESS POINTS 1, 2, 3, 4, and 5 and Evergreen Mills Road. The Owner shall further provide improvements necessary to restrict access at ACCESS POINTS 2 and 5 to right-in, right-out only. The Owner shall bond, construct and open to traffic said turn lanes concurrent with the time the Owner bonds and constructs the applicable Evergreen Mills Road Frontage Improvements as further described in Proffer 20.b.i; Proffer 20.b.ii; Proffer 20.b.iii; and Proffer 20.b.iv, except that the turn lanes associated with Access Point 4 shall be installed prior to the issuance of the first certificate of occupancy for Landbay 3 or the 300th certificate of occupancy for the Property, whichever is first in time.

~~21.~~22. Shreve Mill Road Improvements. The Owner shall perform roadway and frontage improvements to Shreve Mill Road for travel lanes with frontage bordering the Property. Such improvements to Shreve Mill Road, as shown on Sheet 13 of the CDP, shall be designed to meet the Rural Local Road Standard. The improvements shall be bonded and approved prior to or concurrent with approval of the associated CPAP, or prior to the 590th zoning permit for the Property, whichever is first in time, and shall be constructed and available for use, but not necessarily accepted by VDOT, prior to the issuance of the 590th certificate of occupancy for the Property.

PEDESTRIAN & MULTIMODAL IMPROVEMENTS

~~22.~~23. Pedestrian Facilities. The Owner shall construct a minimum five-foot (5') sidewalk in the locations identified as "5' Sidewalk" on Sheet 11 of the CDP. Sidewalks shall be constructed in conjunction with the development of the adjacent lots, streets, infrastructure, and adjacent residential dwelling units; shall be depicted on each applicable record plat, CPAP, or site plan application submitted for the Property; and shall be bonded prior to approval of the applicable site plan or record plat. All public pedestrian facilities shall be located either completely within a dedicated public right-of-way or completely outside of the public right-of-way within a public access easement on the Property, provided that transitions between the public and private rights-of-way may be necessary at road crossings and other areas. Public access easements shall be granted to the County, at no public cost, in deeds approved to form by the County Attorney's Office, cost prior to or concurrent with approval of the applicable record plat, CPAP, or site plan application for the Property. Any pedestrian facilities located outside of the public right-of-way shall be maintained by the Master POA. All pedestrian facilities shall be constructed in accordance with VDOT or FSM standards, unless modified or waived by VDOT or the County, as applicable. All pedestrian facilities provided pursuant to this Proffer 23 shall be constructed and open for use prior to the issuance of the first certificate of occupancy for the dwelling units or other use adjoining said pedestrian facilities.

a. Other Private Pedestrian Connections. The Owner shall be entitled to construct any additional private pedestrian connections internal to the Property in conformance with the Zoning Ordinance, and the FSM. All private pedestrian connections shall be maintained by the Master POA, to be established pursuant to Proffer 4.

~~23.~~24. Shreve Mill Road Shared Use Trail. The Owner shall construct a 10-foot wide asphalt trails along Shreve Mill Road in the locations identified as "10' TRAIL" on Sheets 06, 07, 08 and 11 of the CDP (hereinafter referred to as "Shared Use Trail"). The trail shall be bonded for construction prior to the approval of the first record plat or site plan, whichever is first in time, for the portion of the Property where the Shared Use Trail is located. Said Shared Use Trail shall be located either completely within or completely outside of the VDOT right-of-way, provided that transitions between the public and private right-of-way(s) may be necessary at road crossings and other areas. Any portions of said Share Use Trail located within the VDOT right-of-way shall be designed and constructed in accordance with applicable VDOT standards. Any portions of said Shared Use Trail located outside of the VDOT right-of-way will be designed and constructed in accordance with FSM standards and will be located within a 14-foot public access easement to be approved to form by the County Attorney and granted to the County at no public cost. The Shared Use Trail shall be installed and available for use prior to the issuance of the 590th certificate of occupancy for the Property.

a. The Owner shall make good faith efforts to acquire any off-site right-of-way(s) and/or easement(s) necessary for the trail improvements identified in this Proffer 24. The Owner shall advise the County of such acquisition efforts and shall, to the best of its ability, attempt to acquire such off-site right-of-way(s) and/or easement(s) without the need for eminent domain proceedings. Where right-of-way(s) and/or easement(s) necessary for such proffered trail improvements cannot be obtained despite such good faith efforts, either (i) voluntarily through donation or proffer to the County, or (ii) through purchase by the Owner at a fair market value, the Owner shall request that the County acquire such right-of-way(s) and/or easement(s) by appropriate eminent domain proceedings, with all costs associated with the eminent domain proceedings to be borne by the Owner, including, but not limited to, land acquisition costs and appraisal fees. The initiation of such eminent domain proceedings shall be solely at the discretion of the County. If any necessary off-site right-of-way(s) and/or easement(s) cannot be acquired by the Owner and the County chooses not to exercise eminent domain to acquire said right-of-way(s) and/or easement(s), the Owner shall be released from the obligations to acquire such right-of-way(s) and/or easement(s) and released from the obligations of the proffer for which said right-of-way(s) and/or easement(s) are needed. If the County chooses to defer the exercise of its right of eminent domain to acquire any necessary off-site right-of-way(s) and/or easement(s), the Owner's obligation to complete the improvements identified in the associated Proffer shall be likewise deferred until the said right-of-way(s) and/or easement(s) is available. Notwithstanding the immediately preceding sentence, solely with respect to the improvements described in Proffer 24 if the Owner requests the County to initiate eminent domain

proceedings in accordance with this Proffer 24.e and the County chooses not to initiate such proceedings within five (5) years from approval of this Application, the Owner shall be released from the obligation to provide the improvements described in Proffer 24. As applied to offsite right-of-way and easement acquisition for the Shared Use Trail along Shreve Mill Road, the provisions of this Proffer 24.e shall control over the general provisions of Proffer 30.

~~24.~~25. Site Trail. The Owner shall construct a minimum 8-foot wide trail in the locations identified on Sheets 06, 07, 08, and 11 of the CDP as "8' TRAIL" (the "Site Trail"). This trail shall be bonded for construction prior to the approval of the record plat or site plan, whichever is first in time, for the portion of the Property where said trail is located. This trail shall be completed and open for use as provided below.

a. Landbay 1. The Portion of the Site Trail within Landbay 1 shall be constructed and available for use prior to the issuance of the 700th zoning permit for the Property.

b. Landbay 2a. The portion of the Site Trail within Landbay 2a shall be constructed and available for use prior to the issuance of the 35th certificate of occupancy within said Landbay.

c. Landbay 2b. The portion of the Site Trail within Landbay 2b shall be constructed and available for use prior to the issuance of the 50th certificate of occupancy within said Landbay.

d. Landbay 2c. If Affordable Housing Buildings are developed, the portion of the Site Trail within Landbay 2c shall be constructed and available for use prior to the issuance of the 91st certificate of occupancy for any dwelling unit within said Landbay. If Affordable Housing Building(s) are not developed, the portion of the Site Trail within Landbay 2c shall be constructed and available for use prior to the issuance of the 30th certificate of occupancy for any dwelling unit within said Landbay.

e. Landbay 2d.The portion of the Site Trail located within Landbay 2d shall be constructed and available for use prior to the issuance of the 68th certificate of occupancy for Landbay 2d.

f. Landbay 3. The portion of the Site Trail located within Landbay 3 shall be constructed and available for use prior to the issuance of the 145th certificate of occupancy for Landbay 3.

g. Landbay 4a. The portion of the Site Trail located within Landbay 4a shall be constructed and available for use prior to the issuance of the 70th certificate of occupancy for Landbay 4a.

h. Linear Park. The portion of the Site Trail located within the Linear Park , as defined by Proffer 32.b shall be constructed and available for use at the same time as other improvements within that area, as governed by Proffer 32.b.

i. Landbay 5. The portion of the Site Trail located within Landbay 5 shall be constructed and available for use prior to the issuance of the 81st certificate of occupancy for Landbay 5.

j. Landbay 6a. The portion of the Site Trail located within Landbay 6a shall be constructed and available for use prior to the issuance of the 590th certificate of occupancy for the Property.

k. Landbay 6b. The portion of the Site Trail located within Landbay 6b shall be constructed and available for use at the same time as improvements to Landbay 6b, as governed by Proffer 31.

l. Site Trails within the River and Stream Corridor Resource Area. All portions of the Site Trail constructed within the River and Stream Corridor Resource shall be constructed of permeable surface materials and construction of said portions of the site trail shall comply with the Reforestation requirements of Proffer 37.

m. The Owner shall convey to the County a public access easement over all portions of the Site Trail. Said easement shall be recorded prior to approval of each site plan depicting the Site Trail.

~~25.~~26. Shreve Mill Road Crosswalks. Prior to the approval of the first site plan or CPAP, whichever is first in time, for the Property, the Owner shall contact DTCI to prepare a crosswalk justification report for two crosswalks on Shreve Mill Road, as shown on Sheet 11 of the CDP. The Owner shall pay to the County the applicable fee for preparing the crosswalk justification report prior to the approval of the first record plat or site plan, whichever is first in time, for the Property. In the event that the report concludes, and VDOT concurs, that the crosswalks are warranted, the Owner shall design and install the crosswalks, including other crosswalk related treatments per the VDOT approved warrant study and in accordance with VDOT standards on the asphalt surface of Shreve Mill Road as shown on Sheet 11 of the CDP. These crosswalks, including other crosswalk related treatments as required by VDOT, shall be bonded for construction prior to the approval of the first site plan or CPAP for the Property depicting the crosswalks. If warranted, these crosswalks shall be installed prior to the issuance of the 590th certificate of occupancy on the Property. In the event VDOT does not approve one or both these crosswalks, the Owner shall contribute cash in lieu of construction in the amount of $30,000 per crosswalk to the County prior to the issuance of the 590th certificate of occupancy for the Property. If a cash in lieu of construction contribution is paid in accordance with this proffer, the Owner shall no longer have an obligation to bond or install the crosswalk that did not receive VDOT approval. Said contribution shall be used for other regional road, transportation, or transit projects in the vicinity of the Property.

~~26.~~27. Evergreen Mills Road Access Point Crosswalks. The Owner shall install crosswalk markings at Access Points 1, 2, 3, 4, and 5 shown on Sheets 06, 07, and 08 of the CDP. Such crosswalks shall be shown on the CPAP or site plan including said Access Points and shall be installed concurrently with the improvements associated with said Access Points as provided in Proffer 20.b.i through 20.b.iii, above.

~~27.~~28. Bike Racks. The Owner shall provide for a minimum of fifty (50) bike racks to be dispersed throughout the Property including in areas designated for open space and recreation. In no circumstance shall the Owner provide parking for fewer than one hundred (100) bicycles. Bike racks to be provided shall be bonded prior to the approval of the record plat or site plan for the portion of the Property where said bike racks are to be located. The Owner shall show that the required number of bike racks and parking for a minimum of 100 bicycles have been installed prior to the issuance of the 590th certificate of occupancy for a residential dwelling unit on the Property.

~~28.~~29. Bus Shelter/Stop Easement. The Owner shall provide public access easements, in a form approved by the County Attorney and at no public cost, for a minimum of six bus shelters/stops within the areas identified as "BTS" and "BUS TRANSIT STOP" as depicted on Sheets 06, 07 and 08 of the CDP (the "Bus Stop Easements"). The Bus Stop Easements shall be of sufficient size to accommodate bus shelters for use by, and incorporation into, the Loudoun County Transit Services programming for bus service, and shall comply with the Americans with Disabilities Act ("ADA"). The final dimensions and location for the Bus Stop Easements shall be determined in coordination with General Services Division of Transit and Commuter Services (Transit and Commuter Services), and the Bus Stop Easements shall be granted to the County prior to or concurrent with approval of the record plat or site plan for the portion of the Property where said Bus Stop Easements are to be located. If at the time of approval of the record plat or site plan for that portion of the Property, Transit and Commuter Services declines the construction of any bus shelter(s) on the Property, the Owner shall still provide the public access easement, and the Owner shall pay a cash-in-lieu contribution to the County in the amount of $25,000 per bus shelter that was declined, adjusted pursuant to Proffer 47, prior to the approval of the record plat or site plan for that portion of the Property. Said contribution shall be used toward the construction by the County or others of one or more bus shelters in the vicinity of the Property or transit facilities serving the Property. If said Bus Shelter is installed by Owner, the Bus Shelter, including a bench, shall be installed prior to the issuance of the first certificate of occupancy for the landbay where said Bus Shelter is located. Maintenance of said Bus Stop Easements and/or bus shelters shall be the responsibility of the Master POA and/or assigned sub-association as established in Proffer 4 in perpetuity.

~~29.~~30. Off-Site Right-of-Way Acquisition.

a. The Owner shall make good faith efforts to acquire any off-site right-of-way and/or easements necessary for the road or pedestrian improvements identified in these Proffers. The Owner shall advise the County of such acquisition efforts and shall, to the best of its ability, attempt to acquire such off-site rights-of-way and/or

easements without the need for eminent domain proceedings. Where right-of-way and/or easements necessary for such proffered road or pedestrian improvements cannot be obtained despite such good faith efforts, including through: (i) voluntarily donation or proffer to the County; or (ii) purchase by the Owner at a fair market value, the Owner shall request that the County acquire such right-of-way and/or easements by appropriate eminent domain proceedings, with all costs associated with the eminent domain proceedings to be borne by the Owner, including, but not limited to, land acquisition costs and appraisal fees. The initiation of such eminent domain proceedings shall be solely at the discretion of the County.

b. If any necessary off-site right-of-way and/or easements cannot be acquired by the Owner and the County chooses not to exercise its right of eminent domain to acquire said right-of-way, the Owner shall be released from the obligations to acquire such right-of-way. If the County chooses to defer the exercise of its right of eminent domain to acquire any necessary off-site right-of-way or easements, the Owner's obligation to complete the improvements identified in the associated proffer shall be likewise deferred until the said off-site right-of-way is available.

NEIGHBORHOOD PARK AND TRAIL HEAD

~~30.~~31. Neighborhood Park Conveyance/Improvements.

a. Landbay 6b Neighborhood Park Conveyance. The Owner shall dedicate Landbay 6b to the County, with good and marketable title, free and clear of any encumbrances that would prevent or materially hinder the use of Landbay 6b as the Neighborhood Park as provided for under this Proffer 31, as evidenced by a policy of owner's title insurance provided to the County at Owner's cost. Owner shall construct park, civic, and open space improvements as further described below in Proffer 31.b., at no cost to the County. The dedication of Landbay 6b shall occur prior to approval of the 775th residential zoning permit on the Property, by deed acceptable to the Office of the County Attorney, and in accordance with subparagraph c below. The Owner shall not use Landbay 6b nor permit Landbay 6b to be used for staging, dumping, or similar activities, nor grant, create, or establish any utility easement or other easement on Landbay 6b, without prior approval of the County, which may be withheld in the County's sole discretion. Landbay 6b shall not be subject to, and shall be expressly excluded from imposition of, any property owners association, covenants, and/or restrictions, and shall be withdrawn from any property owners association, covenants, and/or restrictions which may have previously been imposed prior to dedication to the County, and shall not be subject to any owners association fees or assessments nor any proffered monetary conditions.

b. Landbay 6b Neighborhood Park Improvements. As depicted in Section 2.6 of the Design Guidelines referenced in Proffer 6 the Owner shall, in consultation with Parks, Recreation & Community Services ("PRCS"), install improvements at no

public cost on Landbay 6b for use by the general public ("Neighborhood Park Improvements"). The Neighborhood Park Improvements shall include but are not limited to:

i. An impervious surface parking lot containing no fewer than 65 parking spaces;

ii. Trails as depicted in the Design Guidelines. Such trails shall be a minimum of five (5) feet in width and constructed with a combination of pervious and impervious materials, as determined and developed in coordination with PRCS.

iii. An open and level play area, such as, but not limited to a lawn, a minimum 15,000 square feet;

iv. A minimum 10,000 square foot dog park with an off-leash area with a fence at least 4 feet in height featuring a dual gate system for dog safety;

v. A covered pavilion comprising a minimum 500 square feet, designed to PRCS standards, including the following:

1. A minimum of 6 picnic tables,
2. A minimum of 3 trash receptacles,
3. A minimum of 2 charcoal outdoor grills, and
4. Restroom facilities, comprised of a men's room and a women's room which shall comply with PRCS guidelines and be designed for year-round use.

iv. Extension of water and sewer facilities to Landbay 6b;

v. Signage meeting PRCS policy, to be developed in coordination with PRCS;

vi. A minimum 400 square foot children play area including play equipment, which shall comply with PRCS guidelines and be developed in conjunction with PRCS; and

vii. An entrance gate, which shall comply with PRCS guidelines.

c. The Neighborhood Park Improvements shall be depicted on an approved CPAP or site plan and bonded for construction prior to the approval of the first site plan or CPAP depicting the Neighborhood Park, whichever is first in time. The Neighborhood Park Improvements shall be constructed and available for use, subject to County approval, prior to issuance of the 590th residential certificate of occupancy on the Property. Landbay 6b shall be conveyed to the County in accordance with subparagraph a above upon completion of the Neighborhood Park

Improvements and acceptance of such improvements by the County, and in any event prior to the issuance of the 775th residential certificate of occupancy on the Property. The Owner shall have no further obligation to operate or maintain the Neighborhood Park Improvements following their acceptance by the County.

~~31.~~32. Linear Park and Trail Head Parking Improvements.

a. Landbay 3 and Landbay 4a Linear Park and Trail Head Parking Conveyance. As depicted on Sheets 06, 07, and 08 of the CDP, the Owner shall dedicate a minimum 22.0 acre portion of Landbays 3 and 4a ("Linear Park/Trail Head Parking Area") to the County, with good and marketable title, free and clear of any encumbrances that would prevent or materially hinder the area for use as a Linear Park and a Trail Head Parking as provided in this Proffer 32, as evidenced by a policy of owner's title insurance provided to the County at Owner's cost. Owner shall construct park, civic, and open space improvements as further described in Proffer 32.b., at no cost to the County. The dedication of the Linear Park/Trail Head Parking Area shall occur prior to the issuance of the 300th residential certificate of occupancy on the Property upon completion of the improvements described in Proffer 32.b and the County's acceptance of those improvements, by deed acceptable to the Office of the County Attorney. The Owner shall not use the Linear Park/Trail Head Parking Area nor permit that area to be used for staging, dumping, or similar activities, nor grant, create, or establish any utility easement or other easement on the Linear Park/Trail Head Parking Area, without prior approval of the County, which may be withheld in the County's sole discretion. The Linear Park/Trail Head Parking Area shall not be subject to, and shall be expressly excluded from imposition of, any property owners association, covenants, and/or restrictions, and shall be withdrawn from any property owners' association, covenants, and/or restrictions which may have previously been imposed prior to dedication to the County, and shall not be subject to any owners' association fees or assessments nor any proffered monetary conditions.

b. Linear Park and Trail Head Parking Improvements. As depicted on Sheet 16 of the CDP, the Owner shall, in consultation with PRCS, install improvements at no public cost in locations identified as "LINEAR PARK" and "TRAIL HEAD PARKING" for use by the general public. Said improvements shall include but are not limited to an impervious surface parking area featuring no fewer than 19 spaces and an entrance gate, which shall comply with PRCS guidelines. Improvements shall also include trails as depicted on Sheets 06, 07, and 08. Such trails shall be a minimum of eight (8) feet in width, and made of impervious material, except where such trails are located within the floodplain or River and Stream Corridor Resource (RSCR), where trails will be made of pervious materials.

c. The Linear Park and Trail Head Parking Area improvements shall by depicted on a CPAP or site plan, and shall be bonded for construction prior to the approval of the first record plat or site plan application for any residential landbay on the Property,

whichever is first in time. The improvements shall be constructed and available for use, subject to County approval, prior to issuance of the 300th residential certificate of occupancy for the Property. Upon acceptance of the improvements by the County and dedication of the Linear Park and Trial Area to the County in accordance with Proffer 32.a, the Owner shall have no further obligation to operate or maintain the improvements.

ENVIRONMENTAL

~~32.~~33. Noise Impact Study. The Owner will provide a noise impact study to the County that will determine the need for any additional buffering or other noise attenuation measures along the Dulles Greenway and Evergreen Mills Road. The noise impact study shall be based upon traffic volumes for these roadways at a time no less than 10 years after the road corridor is anticipated to be completed to its ultimate condition and open to traffic based upon the most recent, applicable forecast available from DTCI, the ultimate road configuration as defined in the 2019 Countywide Transportation Plan ("CTP"), and the ultimate design speed, pavement type, proposed topography, and lane configurations. This noise impact study will be conducted by a professional engineer or professional acoustical consultant and submitted to the County concurrently with the submission of the first site plan or construction plans and profiles for the Property, whichever is first in time. The noise impact study will be prepared using the latest version of the Federal Highway Administration's Traffic Noise Prediction Model or other industry-accepted highway noise model. Noise impacts shall be deemed to occur if predicted highway noise levels substantially exceed the existing noise levels (a 10 decibel increase over existing levels) or approach (one decibel less than), meet, or exceed the Noise Abatement Criteria identified in the CTP.

Affidavit and Noise Attenuation Measures

The Owner shall submit with all applicable site plans or construction plans and profiles an affidavit or certificate signed by a professional engineer stating whether noise attenuation measures are required by the noise impact study and, if so, identifying the applicable attenuation measures and certifying that said plans are designed in compliance with all attenuation measures identified by the noise impact study. In addition, each site plan and construction plans and profiles shall include a note stating whether there are noise attenuation measures identified by the noise impact study being implemented with the plan, and if so, such plans shall identify and label the noise attenuation measures and reference the noise impact study.

Noise attenuation measures shall result in noise levels less than impact levels (2 decibels less than the Noise Abatement Criteria) and shall result in a noise reduction of at least 5 decibels below predicted highway noise levels. Where noise attenuation measures are determined to be required, priority shall be given to passive measures (to include adequate setbacks, earthen berms, wooden fences, and vegetation). Structural noise attenuation measures (e.g., noise walls) shall be used only if adequate noise attenuation cannot

otherwise be achieved. Notwithstanding the previous sentence, structural noise attenuation measures may be incorporated into the construction of impacted structures to achieve interior noise standards.

All such noise attenuation measures (other than those incorporated into the construction of impacted structures to achieve interior noise standards) shall be located on POA owned property, and the POA Documents shall clearly state that all required noise attenuation measures shall be maintained by the POA and shall not be removed without written approval from the County. All noise attenuation measures identified by the study shall be shown on each applicable site plan or construction plans and profiles and shall be constructed or installed prior to issuance of the first certificate of occupancy for the Property.

~~33.~~34. Tree Conservation Area. Within the areas identified on Sheet 12 of the CDP as "Tree Conservation Areas", the Owner shall preserve healthy trees provided, however, that trees may be removed to the extent necessary for the construction of trails and that are required pursuant to these Proffers and/or shown on the approved construction plans and profiles as lying within such Tree Conservation Areas and for the construction of utilities necessary for development of the Property or for the improvement of utilities which exist on the Property. Notwithstanding the previous sentence, a minimum of eighty (80) percent of the canopy within the cumulative Tree Conservation Areas depicted on the CDP will be preserved, exclusive of stands of Virginia Pine over 25 years in age. In the event that the eighty (80) percent canopy threshold cannot be achieved within the designated Tree Conservation Areas, such lost canopy will be recaptured elsewhere onsite in locations to be designated at the discretion of the Owner in consultation with the County. Boundaries of the Tree Conservation Areas shall be clearly marked in the field prior to land disturbing activities and shall be delineated on each record plat or site plan containing any portion of a Tree Conservation Area.

If, during construction on the Property, it is determined by the Owner's certified arborist and/or the County that any healthy tree located within the boundaries of the Tree Conservation Areas described in this proffer has been damaged during construction and will not survive, then, prior to bond release on any section containing or immediately adjacent to a Tree Conservation Areas, the Owner shall remove each such tree and replace each such tree with two (2) 1-inch caliper native, non-invasive deciduous trees. The species of such replacement trees shall be determined by the Owner's certified arborist or landscape architect in consultation with the County Urban Forester or Zoning Administrator. The placement of the replacement trees shall be proximate to the area of each such damaged tree so removed, or in another area as requested by the County.

The POA Documents shall include a provision that prohibits removal of trees in Tree Conservation Areas, as shown on the record plat, after construction has been completed by the Owner without specific permission of the County Urban Forester or Zoning Administrator except as necessary to accommodate Forest Management Techniques, performed by or recommended by a professional forester or certified arborist, that are

necessary to protect or enhance the viability of the canopy. Such Management Techniques may include such actions as, without limitation, pruning and the removal of vines, invasive species, trees uprooted or damaged by extreme weather conditions, and trees or limbs that are diseased, insect-infested, dead, or are considered a hazard to life or property. The POA Documents shall clearly state that such provisions prohibiting tree removal shall not be amended by the Owner or the POA without written approval from the County Zoning Administrator. The record plat for each portion of the Property containing a Tree Conservation Area shall contain a note stating that the removal of trees within a Tree Conservation Area is prohibited except in accordance with the Declaration of Covenants and these Proffers.

a. Invasive Species Control. Extending at least 25 feet into areas within the Tree Conservation Areas, the Owner shall provide invasive species control on the Property with a minimum of one treatment per year for at least 3 years for a total of at least 3 treatments over 3 consecutive years with the first treatment occurring prior to the issuance of the first certificate of occupancy for the Property. These treatments shall first focus on invasive vines, such as Japanese honeysuckle, then other invasive species using mechanical, chemical or a combination of techniques within the context of an Integrated Pest Management Strategy ensuring labels are followed when and if herbicides are applied. The invasive species treatment strategy must be approved by the County Urban Forester or their designee prior to the approval of the first zoning permit for the Property. The Owner shall provide the Zoning Administrator documentation detailing when the second and third treatments outlined in this Proffer have been completed.

~~34.~~35. Stormwater Management. All stormwater management facilities on the Property shall be designed and constructed consistent with applicable state stormwater regulations and FSM standards, provided that state regulations shall take precedence over the CDP in the event of a conflict. Stormwater management measures may include bioretention areas, underground detention, and manufactured BMPs. All stormwater measures shall be designed and implemented in accordance with the adopted provisions of the latest edition of the Virginia Stormwater Management Handbook and FSM, unless modified or waived by the County, and shall be depicted on the applicable CPAPs and/or site plans for development of each section of the Property. The Owner may provide Low Impact Development ("LID") Best Management Practices to treat stormwater from the Property. Such LID practice(s) may include, but shall not be limited to, water quality swales, bioretention facilities/rain gardens, sheet flow to vegetated buffers, permeable pavement for parking spaces, or any alternative LID practice proposed by the Owner that achieves the volume reduction as specified in the VA Stormwater BMP Clearinghouse and deemed by B&D to be acceptable. In order to ensure the feasibility of providing LID practice(s) on the Property, said LID measures may be of the same type if more than one is provided. The location of the LID practice(s) shall be shown on the first CPAP and/or site plan for the portion of the Property where said LID practice(s) are to be located. Any such LID measure(s) provided shall be designed and implemented in accordance with adopted provisions of the FSM, unless modified or waived by the County. If provided, said LID

measure(s) shall be depicted on the applicable CPAPs and/or site plans for the development of the Property. If provided, said LID measure(s) shall be installed concurrently with the adjacent onsite infrastructure shown on such plans but in no event later than the issuance of the final certificate of occupancy. Irrespective of whether LID measure(s) are provided on the Property, the Owner shall provide for stormwater management on site that achieves the following water quality and water quantity for the Property:

a. a minimum of eighty percent (80%) of the total required phosphorous nutrient reductions on-site before pursuing the use of offsite compliance options; and

b. stormwater quantity criteria measured as the maximum peak flow rate from the post-development one-year 24-hour storm calculated in accordance with the Energy Balance Methodology per the latest VA Stormwater Management regulations, adjusted with an Improvement Factor of 0.75.

~~35.~~36. Lighting. In an effort to minimize nighttime light pollution from the Property, all exterior light fixtures on the Property shall be designed, constructed, and installed to minimize light trespass off-site and to limit the view of lighting from off-site, shall be full cut-off and fully shielded as defined by the Illuminating Engineering Society of North America (IESNA), shall be directed inward and downward away from adjacent properties and streets in addition to meeting light and glare standards set forth in the Zoning Ordinance.~~.~~

~~36.~~37. River and Stream Corridor Resource (RSCR). With the exception of the encroachments depicted on the CDP, only passive recreational uses shall be permitted within the RSCR shown as the 50' RSCR Buffer, Minor Floodplain and Major Floodplain on the CDP. The Owner shall replant open areas adjacent to the Major Floodplain and adjacent to the Minor Floodplain, in an amount equal to the area of the proposed development that encroaches into the RSCR, within the Reforestation Area identified on Sheet 12 of the CDP. The Reforestation Area shown on Sheet 12 may be adjusted as necessary, in coordination with the County, to avoid conflicts with easements, trails, or to mitigate impacts to wetlands. The Owner shall submit a reforestation plan, prepared by a Certified Arborist, Urban Forester, or Landscape Architect, in accordance with the reforestation standards set forth in FSM 7.305 for the Reforestation Area identified on the CDP. Such reforestation plan shall be submitted at the time of submission of the first site plan or construction plan and profiles proposing the development of any area that encroaches into the RSCR for review and approval by the County Urban Forester or Zoning Administrator. The approved reforestation plan shall be implemented in accordance with the reforestation standards of the FSM, including the maintenance and restocking provisions, concurrently with the development of the areas subject to such site plans or construction plans and profiles prior to occupancy. In the event that the targeted stocking is not achieved, the Owner, shall in consultation with the County Urban Forester or Zoning Administrator, provide a one-time supplemental planting within one (1) year to achieve the full, initial stocking.

~~37.~~38. Erosion and Sediment Control. As depicted on Sheet 06 of the CDP as "STEEP SLOPE AREA TO REMAIN UNDISTURBED" the Owner shall install a double layer of super silt

fence in accordance with FSM specifications and as a perimeter control around said very steep slopes to maximize protection to the slopes. The double layer super silt fence shall be shown on the CPAP or site plan application for each applicable section of the Property including the steep slope areas to remain undisturbed and shall be installed upon the issuance of a grading permit for any such applicable section of the Property. If during the CPAP and/or site plan application review process, B&D staff determines that additional areas of double layer super silt fencing should be provided to protect additional very steep slope areas, the Owner shall work with B&D staff to determine the appropriate locations and extent of such double layer super silt fencing. Said double layer of super silt fence shall be installed prior to any land disturbance on the applicable section of the Property.

~~38.~~39. Airport Noise Disclosure Statement. The Owner shall provide, prior to execution of final sale and/or rental agreements for all residents of all residential units, notification in writing regarding the proximity of Leesburg Executive Airport, including the distance to the airport, as well as notification of potential impacts by aircraft overflights and aircraft noise and that the frequency of overflights may increase over time, and that the Property, if applicable, is encumbered by an avigation easement. Such written notification as described here within must be provided within all rental contracts and/or sales contracts, Master POA disclosure statements, and Master POA governing documents so as to give notice to all initial and subsequent residents of all residential units on the Property. The Owner shall provide the Zoning Administrator with documentation demonstrating the Airport Noise Disclosure Statement has been provided as required by this Proffer 39 prior to the issuance of the first certificate of occupancy for any residential unit for the Property.

~~39.~~40. Avigation Easement and Airport Noise Notification. The Owner shall offer to dedicate an avigation easement ("Avigation Easement") to the Town of Leesburg concurrent with submission to the County the first record plat or site plan application for the Property. Said Avigation Easement will be for the benefit of the Leesburg Executive Airport and will cover the entire property. The proposed Avigation Easement shall be in a form approved by the Town Attorney or his designee and will meet all requirements of the Federal Aviation Administration "Suggested Template for Avigation Easements," as well as the requirements set forth in the standard Town avigation easement language. If accepted by the Town, said Avigation Easement shall be recorded prior to the approval of the first record plat for any portion of the Property. Owner shall demonstrate compliance with this Proffer prior to approval of the first record plat on the Property. Further, the POA Documents shall reflect that the Property is or will be subject to an Avigation Easement recorded in fulfillment of this Proffer.

~~40.~~41. Airport Noise Impact Study and Mitigation. The Owner will provide a noise impact study to the County that will determine the need for any noise attenuation measures within dwelling units on the Property due to overflight noise from the Leesburg Executive Airport. The noise impact study shall be based on publicly available flight data for the Leesburg Executive Airport and shall establish the assumed exterior noise level for the purposes of noise attenuation within dwelling units. This noise impact study will be conducted by a professional engineer or professional acoustical consultant and submitted to the County

concurrently with the submission of the first site plan or CPAP for the Property, whichever is first in time.

The Owner shall install acoustical treatments in all residential dwelling units ensuring that interior noise levels do not exceed the yearly interior day-night average sound level (db(A) Ldn) of 45 decibels based upon the exterior noise level as established by the noise impact study. Such noise attenuation measures, if required, shall be identified at the time of zoning permit for each residential unit on the Property. Such required noise attenuation measures shall be installed prior to the issuance of a certificate of occupancy for each residential dwelling unit on the Property. No certificate of occupancy for a residential dwelling unit shall be issued until the Owner has provided written documentation from the Director of the Department of Building and Development or the Zoning Administrator that such required noise attenuation measures have been incorporated into each such residential dwelling unit or that such measures are not required.

~~41.~~42. Native Species. The Owner shall use 80 percent Virginia native species, with emphasis on Northern Virginia natives, or other drought tolerant, regionally appropriate trees in accordance with the FSM, for all landscaping throughout the Property, provided that the Owner reserves the right, in consultation with and approval by the County Urban Forester, to modify as part of site plan approval the exact species to be used in order to meet FSM requirements and/or green building certification standards, or if some plant materials are not available, or not available in the quantities required for the project, or have been deemed by the County Urban Forester to no longer be appropriate. The Owner shall consult with the County Urban Forester to select appropriate native species for said areas prior to approval of any landscape plan for the Property.

~~42.~~43. Soil Volume for Canopy Trees. The Owner shall, for all trees planted in restrictive areas that provide a maximum of one hundred fifty percent (150%) of the FSM minimum required planting area, implement soil remediation techniques to improve the physical and biological characteristics to promote health and growth of such trees. Said soil volume and soil remediation techniques shall be shown on each CPAP or site plan application for the Property. Such procedures shall include:

a. Removal of all foreign materials resulting from construction operations, including stone, gravel, and other construction materials.

b. Spread mature, stable compost to a 4 inch depth over subsoil.

c. Subsoil with a backhoe rear bucket or similar equipment to break up compacted subsoil and mix with the applied compost.

d. Install planting soil per FSM requirements.

ARCHAEOLOGICAL

~~43.~~44. Archaeological Evaluation. Prior to the approval of the first CPAP, record plat, and/or site plan within the respective landbays, as identified further below, the Owner shall conduct further archaeological evaluation as follows:

a. Prior to the approval of the first CPAP, record plat and/or site plan, application for Landbay 2c and/or Landbay 2d, whichever is first in time, the Owner will conduct a Phase II archeological significance evaluation of the site identified as 44LD1981 on the Property. The Phase II archaeological study will be undertaken by an archaeologist who meets the professional qualifications established by the U.S. Secretary of the Interior. The Owner will provide the County Archaeologist with a copy of the findings of the Phase II archaeological study for review and approval prior to approval of such CPAP, record plat, and/or site plan application and the initiation of land-disturbing activities within Landbay 2c and/or Landbay 2d, whichever is first in time. If the Phase II study determines that the identified resources are significant, the Owner will modify project plans to avoid or minimize impacts to the resources or, if avoidance is not possible, then prior to CPAP, record plat, and/or site plan approval, the Owner will undertake Phase III data recovery excavations as a means of mitigating adverse impacts to the resource. The County Archaeologist will be afforded the opportunity to review and approve Phase II and Phase III research designs, as applicable. In the event that significant archaeological resources are identified on the Property, then, following the completion of Phase II and Phase III investigation and reporting, the Owner will transfer ownership, without cost to the County, of all artifacts and copies of all site records to the County for long-term curation in the County's artifact repository.

b. Prior to the approval of the first CPAP, record plat, and/or site plan application for Landbay 3, whichever is first in time, the Owner will conduct a Phase II archeological significance evaluation of the site identified as 44LD1987 on the Property. The Phase II archaeological study will be undertaken by an archaeologist who meets the professional qualifications established by the U.S. Secretary of the Interior. The Owner will provide the County Archaeologist with a copy of the findings of the Phase II archaeological study for review and approval prior to approval of such CPAP, record plat, and/or site plan application and the initiation of land-disturbing activities within Landbay 3. If the Phase II study determines that the identified resources are significant, the Owner will modify project plans to avoid or minimize impacts to the resources or, if avoidance is not possible, then prior to CPAP, record plat, and/or site plan approval, the Owner will undertake Phase III data recovery excavations as a means of mitigating adverse impacts to the resource. The County Archaeologist will be afforded the opportunity to review and approve Phase II and Phase III research designs, as applicable. In the event that significant archaeological resources are identified on the Property, then, following the completion of Phase II and Phase III investigation and reporting, the Owner will transfer ownership, without cost, of all artifacts and copies of all site records to the County for long-term curation in the County's artifact repository.

FIRE & RESCUE CONTRIBUTION

~~44.~~45. Fire and Rescue Contribution. The Owner shall make a one-time contribution of $157.20 for each dwelling unit on the Property to the County for distribution by the County to the volunteer fire and rescue companies providing service to the Property. The amount of said contribution payable for each dwelling unit, shall be calculated at the time of the approval of the zoning permit for each said dwelling unit and shall be payable prior to the issuance of the certificate of occupancy for such dwelling unit. The amount of such contribution shall be adjusted annually from the base year 2024, commencing on January 1 of the year following approval of this ZMAP-2021-0008 and changing effective on January 1 of each year thereafter, in accordance with changes to the Consumer Price Index, for all urban consumers (CPI-U), 1982-1984=100 (not seasonally adjusted) as published by the United States Department of Labor, Bureau of Labor Statistics, for the Washington-Arlington-Alexandria, DC-MD-VA-WV Consolidated Metropolitan Statistical Area ("CPI"). This contribution shall be divided equally between the servicing Fire and Rescue companies, respectively, providing fire and rescue services to the Property. Notwithstanding the preceding, if at the time of the application for any such zoning permit, the primary servicing fire and rescue companies do not utilize, to a significant extent, either volunteer staff or apparatus owned by a volunteer organization, then the Owner may elect to make no contribution. The intent of this proffer is to support volunteer fire and rescue staffing and operations so long as any significant element of the primary provider of fire and rescue services to the Property is volunteer owned or operated. If only one of these services has ceased to utilize volunteer staff and apparatus as outlined above in this Proffer, then the contribution may be halved and shall be provided to the remaining company.

MISCELLANEOUS

~~45.~~46. Severability. Any portion of the Property may be the subject of a Proffer Condition Amendment, Zoning Concept Plan Amendment, Rezoning, Special Exception, Commission Permit, Zoning Modification, Variance or other zoning application without the joinder and/or consent of the owner of the other land areas within the Property, provided: (a) that such application is compatible with these Proffers; (b) that the approval of such application would have no material, adverse impact upon any other land within the Property or the performance of any of these Proffers by the owner of the other land within the Property; (c) that such application complies with all relevant Zoning Ordinance and Virginia Code provisions; (d) that such application includes a proffer audit outlining the status of each commitment in these Proffers; and (e) that such application shall not be approved by the Board of Supervisors unless the application has been presented and considered at such public meetings or hearings as required by law. Previously-approved proffered conditions or development conditions applicable to a particular portion of the Property which are not the subject of such a future application shall remain in full force and effect.

~~46.~~47. Adjustment Clause. Unless otherwise specified, all cash contributions enumerated in these Proffers shall be adjusted on a yearly basis from the base year of 2024 and change effective each January 1st thereafter, in accordance with changes in the CPI.

~~47.~~48. Construction. The improvements and commitments described in these Proffers shall be constructed in accordance with and concurrently with the timing as set forth in said Proffers. Notwithstanding the foregoing, the Zoning Administrator may grant an extension to any dates or events provided in these Proffers if the Zoning Administrator determines that an extraordinary, unforeseeable event or circumstance beyond the control of the Owner prevents the timely fulfillment of the Owner's obligations under the Proffers within the stated time period upon the Owner securing fulfillment of such commitment by providing a bond or other adequate surety deemed satisfactory by the Zoning Administrator.

~~48.~~49.

~~49.~~50. Successors and Assigns. These Proffers shall bind and inure to the benefit of the Owner and their successors and assigns.

The undersigned hereby warrant that all owners with any legal interest in the Property have signed this Proffer Statement, that no signature from any additional party is necessary for these Proffers to be binding and enforceable in accordance with their terms, that they have full authority to bind the Property to these conditions, and that the Proffers are entered into voluntarily.

[SIGNATURES ON NEXT PAGE]

OWNER OF Loudoun County PIN 234-16-2147 (Tax Map #/60///3/////9/)

PAMELA PACKARD

By:_____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-15-8988 (Tax Map #/60////////5A)

CESAR A. VILLATORO & SILFIDA VILLATORO

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-16-3996 (Tax Map #/60///3////10/)

ROY K. MATHUR & KARIN H. MATHUR

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-16-9543 (Tax Map #/60///3/////7/)

DENNIS M. PETTIT & DEBRA W. PETTIT

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-17-2596 (Tax Map #/60///3/////5/)

ROBERT M. WILKINS & MARY LOU WILKINS

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-17-4554 (Tax Map #/60///8/////6B)

DARRELL QUESENBERRY & CYNTHIA QUESENBERRY

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-17-7032 (Tax Map #/60///8/////6A)

DARREL QUESENBERRY & CYNTHIA QUESENBERRY

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-26-4049 (Tax Map #/60///3////11/)

41383 SPRINGFIELD LLC

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-27-2750 (Tax Map #/60///3/////4/)

ROBERT M. WILKINS & MARY LOU WILKINS

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-36-2207 (Tax Map #/60///3////12A)

GARY N. SAYLOR & NANCY M. SAYLOR

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-36-3057 (Tax Map #/60///3/////1A)

DENNIS C. WELSH & DEBORAH C. WELSH

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-36-6701 (Tax Map #/60///3////12B)

GREGG M. STEWART, TRUSTEE OF THE GREGG MICHAEL STEWART REVOCABLE TRUST, DATED SEPTEMBER 28, 2022

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-36-7151 (Tax Map #/60///3/////1B)

MICHAEL TROY FIELDS & MICHELLE VAUGHN FIELDS

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-37-0852 (Tax Map #/60///3/////2A)

JAMES L. PETRUCELLI & MARY JANE PETRUCELLI

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-37-2906 (Tax Map #/60///3/////3/)

SYED ISHAQ & TAMMIE UMBEL ISHAQ (also known of record as Tammie Umbel)

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 234-37-4941 (Tax Map #/60///3/////2B)

JAMES L. PETRUCELLI & MARY JANE PETRUCELLI AND EDWARD L. GARDNER AND JUDITH A. GARDNER

By:_____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 235-16-3062 (Tax Map #/60///1////10A)

FREE LIFE CHURCH, INC. (previously known of record as Chesapeake Church International, Inc.)

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 235-16-4213 (Tax Map #/60/////////4/)

RONALD WOLFE & KRISTY LYNNE WOLFE

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 235-26-2866 (Tax Map #/60///1/////4/)

GEORGE CALLAGHAN

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 235-26-8067 (Tax Map #/60///1/////5/)

BRIAN A. MACDONALD & TRACY MARIE MACDONALD

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by_____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 235-36-3533 (Tax Map #/60///1/////3/)

0 EVERGREEN MILLS ROAD, LLC

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 235-37-7793 (Tax Map #/60///1/////8/)

MICHAEL WARTER & SUSAN WARTER

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by_____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 235-37-8420 (Tax Map #/60///1////13/)

MICHAEL WATER & SUSAN A. WARTER & JEFFERY WARTER

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 235-46-0891 (Tax Map #/60///3/////8A)

RONALD DALE CONKLIN JR. & TIANA L. CONKLIN

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by_____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 235-46-0954 (Tax Map #/60///3/////8C)

MICHAEL CHAMBERLIN & SHARI A. CHAMBERLIN

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 235-46-5476 (Tax Map #/60///3/////8B)

GREGORY E WIGFIELD & PAMELA A WIGFIELD, TRUSTEES OF THE WIGFIELD FAMILY TRUST U/T/D OF FEBRUARY 23, 2006

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 235-46-5737 (Tax Map #/60///1/////1/)

ERIC D. ZELSDORF & BARBARA C. ZELSDORF

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 235-46-7000 (Tax Map #/60///1/////2/)

BETHEL ORTHODOX PRESBYTERIAN CHURCH INC.

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES CONTINUE NEXT PAGE]

OWNER OF Loudoun County PIN 235-47-5463 (Tax Map #/60///1/////9/)

ROBERT L. GIFT & TAMMY R. GIFT

By: _____

Name: _____

STATE OF _____)
COUNTY/CITY OF _____) to-wit:

The foregoing Proffer Statement was acknowledged before me this ____ day of _____, 2024, by _____, who acknowledged that he/she executed the foregoing Proffer Statement with the full power and authority to do so.

_____
Notary Public

My Commission Expires: _____
Notary Registration # _____

[SIGNATURES END]

Exhibit A
Concept Development Plan

Exhibit B
Design Guidelines

Tab H:

Attorney's Opinion (MANDATORY)

Direct Dial: 804.420.6915
adomson@williamsmullen.com

May 15, 2026

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

RE: 2026 Tax Credit Reservation Request (30% present value credits to be paired with Tax-exempt bonds)

Name of Development: Clear Springs Apartments Phase II
Name of Owner: Clear Springs Apartments II, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated May 15, 2026 (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 to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

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

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

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

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

5. Based solely upon my review of (i) the Applicant's operating agreement; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (none of which are attached

to this Opinion), the individuals identified on the list attached as Exhibit A are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

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

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

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

Williams Mullen



By: _____
Its: Shareholder

151710506_2

EXHIBIT A
TO
ATTORNEY'S OPINION LETTER

Based solely upon my review of (i) the Applicant's [operating agreement / partnership agreement]; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (none of which are attached to this Opinion or included within this Exhibit), the individuals identified below are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

	NAME	TITLE
1	Thomas J. Ayd, Jr.	Operating Manager of GSH Partners II, LLC, the Co-Manager of Clear Springs Apartments II MM, LLC, sole member/manager of Clear Springs Apartments II, LLC
2	G. Kimball Hart	Manager of Hart Properties VA LLC, Co-Manager of Good Housing VA LLC, Co-Manager of Clear Springs Apartments II MM, LLC, sole member/manager of Clear Springs Apartments II, LLC
3	John T. Pellerito	Managing Member of Cypress Real Estate Company LLC, Co-Manager of Good Housing VA LLC, Co-Manager of Clear Springs Apartments II MM, LLC, sole member/manager of Clear Springs Apartments II, LLC

Direct Dial: 804.420.6915
adomson@williamsmullen.com

~~[Insert Date]~~
May 15, 2026

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

RE: 2026 Tax Credit Reservation Request (30% present value credits to be paired with Tax-exempt bonds)

Name of Development: Clear Springs Apartments Phase II
Name of Owner: Clear Springs Apartments II, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated ~~_____~~May 15, 2026 (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 to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

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

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

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

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

OR

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

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

5. Based solely upon my review of (i) the Applicant's [operating agreement / partnership agreement]; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (none of which are attached to this Opinion), the individuals identified on the list attached as Exhibit A are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

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 in the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.

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 the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

Williams Mullen

(Add)

By: _____

Its: Shareholder

151710506_2

EXHIBIT A
TO
ATTORNEY'S OPINION LETTER

Based solely upon my review of (i) the Applicant's [operating agreement / partnership agreement]; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (none of which are attached to this Opinion or included within this Exhibit), the individuals identified below are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

	NAME	TITLE
1	Thomas J. Ayd, Jr.	Operating Manager of GSH Partners II, LLC, the Co-Manager of Clear Springs Apartments II MM, LLC, sole member/manager of Clear Springs Apartments II, LLC
2	G. Kimball Hart	Manager of Hart Properties VA LLC, Co-Manager of Good Housing VA LLC, Co-Manager of Clear Springs Apartments II MM, LLC, sole member/manager of Clear Springs Apartments II, LLC
3	John T. Pellerito	Managing Member of Cypress Real Estate Company LLC, Co-Manager of Good Housing VA LLC, Co-Manager of Clear Springs Apartments II MM, LLC, sole member/manager of Clear Springs Apartments II, LLC
~~4~~		
~~5~~		
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~~20~~		

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)

This deal does not require information behind this tab.

Tab J:

Relocation Plan and Unit Delivery Schedule

(MANDATORY-Rehab)

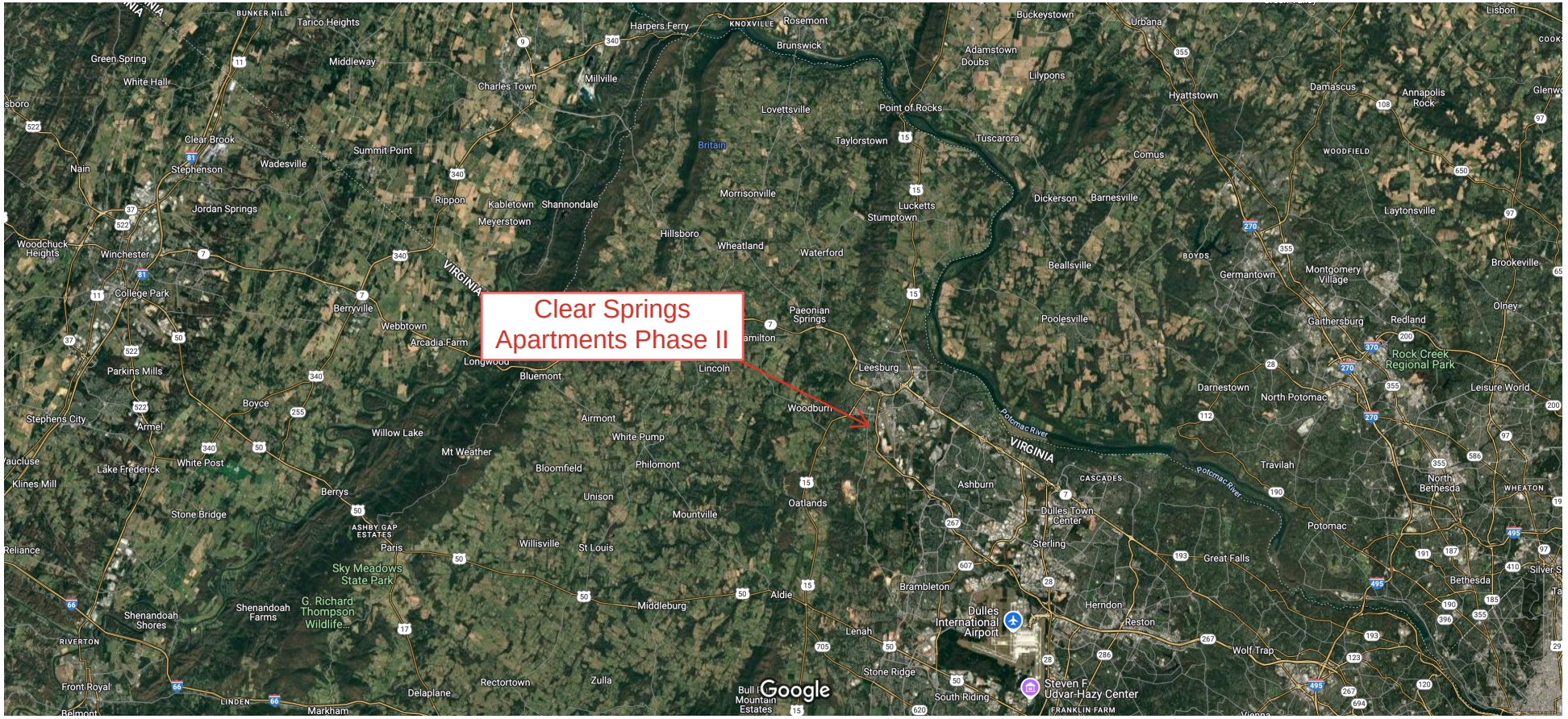
This deal does not require information behind this tab.

Tab K:

Documentation of Development Location:

Google Maps

County View



Map data ©2025 , Map data ©2025 Google 2 mi

Google Maps

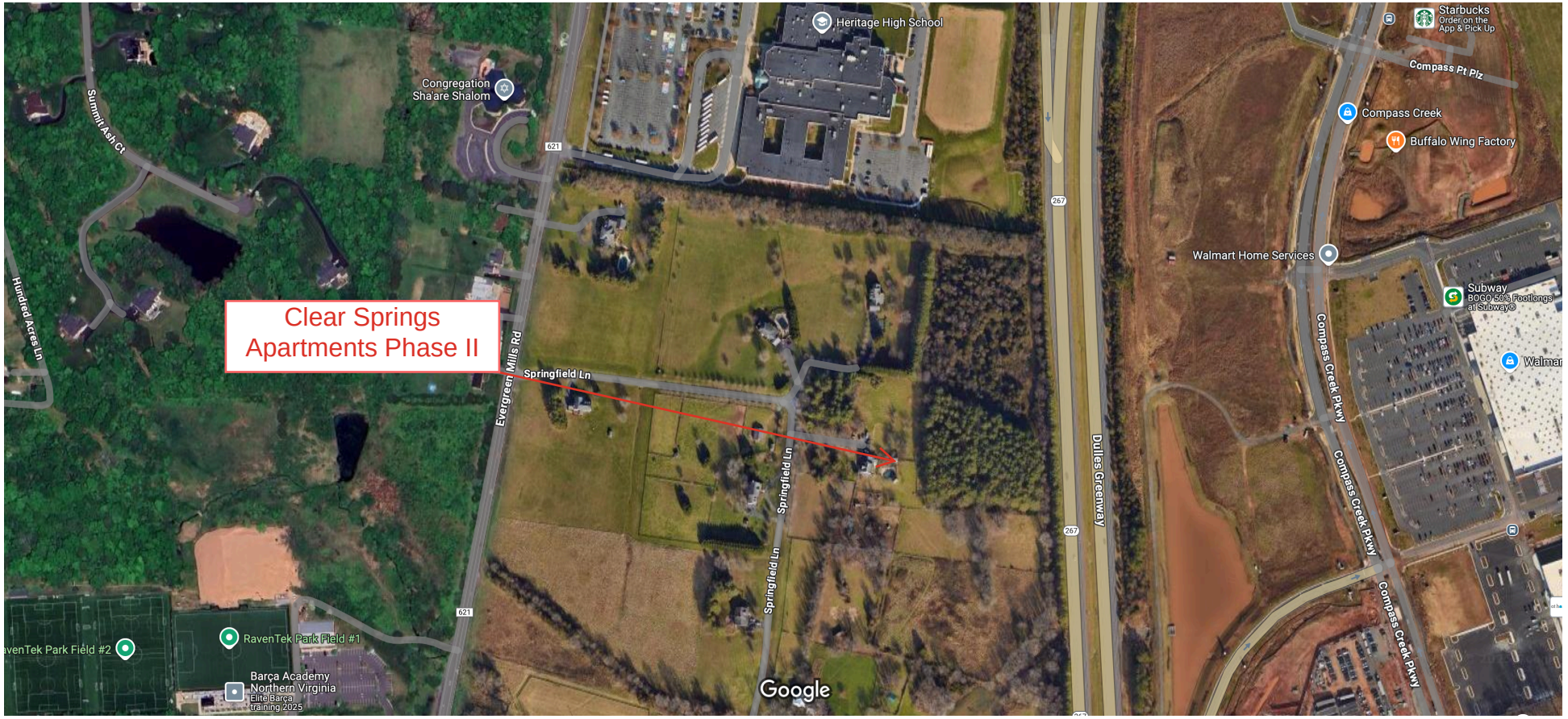
Town View



Imagery ©2025 Airbus, Landsat / Copernicus, Maxar Technologies, Map data ©2025 Google 2000 ft

Google Maps

Neighborhood View



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 200 ft

Tab K.1

Revitalization Area Certification

This deal does not require information behind this tab.

Tab K.2

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

This deal does not require information behind this tab.

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.

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: April 10, 2026

To: Eric Keeler
Director of Housing & Community Development
Loudoun County

Re: Proposed Affordable Housing Development

Name of Development: Clear Springs Apartments Phase II

Name of Owner: Clear Springs Apartments II, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on June 1, 2029 (date).

The following is a brief description of the proposed development:

Development Address: In and around approximately 41350 Springfield Ln, Leesburg, VA 20175.
Please see attached legal description and site map.

Proposed improvements:

New Construction:	# Units	83	# Buildings	1
Adaptive Reuse	# Units		# Buildings	
Rehabilitation:	# Units		# Buildings	

Proposed Average Rents:

Efficiencies:	$ _____ / month
1 Bedroom Units:	$ 1,692 / month
2 Bedroom Units:	$ 2,038 / month
3 Bedroom Units:	$ 2,059 / month
4 Bedroom Units:	$ _____ / month

Other Descriptive Information:

Clear Springs Apartments, Phase II will be an income-averaged, income restricted community located in Leesburg, VA. The development will serve as the 2nd phase of a two-phase affordable community, offering residents a wide range of amenities both within the affordable community itself and throughout the large master development.

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 443-783-8010.

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

Sincerely yours.

Name Chase Powell

Title Director of Development - Green Street Housing

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

Seen and acknowledged by: Eric Keeler

Printed Name: Eric Keeler

Title: Director, Loudoun County Dept. of Housing & Community Development

Phone: (571) 627-6450

Date: April 10, 2026

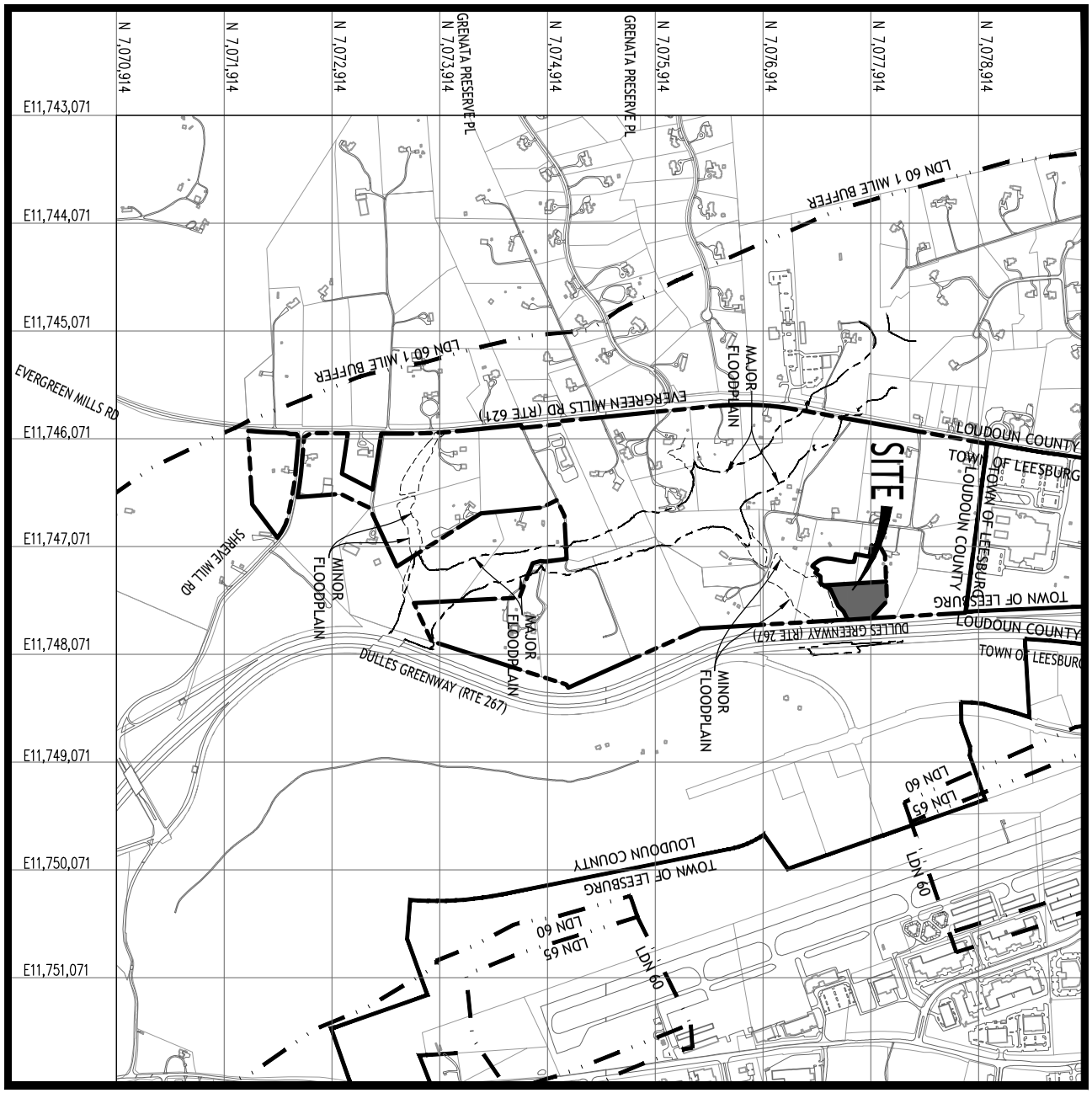
Proposed Phase 2
On Lots 3 & 4
Dal-Shar Estates
Catoctin Election District
Loudoun County, Virginia

Commencing at a point in the western right-of-way line of Dulles Greenway – VA Route 267 (a variable width right-of-way) being the eastern line of Lot 3, Dar-Shar Estates, S 03°22’22” E, a distance of 239.00’ to the point of Beginning, being the northeastern corner of the land herein described; thence

Running with said eastern line of Lot 3 & Lot 4 the following course and distance: S 03°22'22" E, a distance of 218.58' to a point in the eastern line of Lot 4 herein described; thence running the following four (4) courses and distances:
S 65°00'00" W, a distance of 83.62' to a point; thence
S 45°00'00" W, a distance of 72.45' to a point; thence
S 65°00'00" W, a distance of 173.94' to a point; thence
S 28°53'11" W, a distance of 71.36' to a point, being a common corner with Proposed Phase 1; thence

Running with the eastern line of Proposed Phase 1 the following course and distance: N 03°22'22" W, a distance of 582.14’ to a point, being a common corner with Proposed Phase 1; thence running through Lot 3 the following two (2) courses and distances:
N 87°29'40" E, a distance of 181.69' to a point; thence
S 46°59'34" E, a distance of 217.43' to the point of beginning.

Having an area of 141,865 Square Feet or 3.25677 Acres of land.


N 7,070,914
N 7,071,914
N 7,072,914
GRENATA PRESERVE PL
N 7,073,914
N 7,074,914
GRENATA PRESERVE PL
N 7,075,914
N 7,076,914
N 7,077,914
N 7,078,914
E11,743,071
E11,744,071
E11,745,071
E11,746,071
E11,747,071
E11,748,071
E11,749,071
E11,750,071
E11,751,071
LDN 60 1 MILE BUFFER
LDN 60 1 MILE BUFFER
EVERGREEN MILLS RD
EVERGREEN MILLS RD (RTE 621)
MAJOR FLOODPLAIN
SITE
LOUDOUN COUNTY
TOWN OF LEESBURG
LOUDOUN COUNTY
TOWN OF LEESBURG
SHREVE MILL RD
MINOR FLOODPLAIN
MAJOR FLOODPLAIN
DULLES GREENWAY (RTE 267)
DULLES GREENWAY (RTE 267)
LOUDOUN COUNTY
TOWN OF LEESBURG
MINOR FLOODPLAIN
LDN 60
LDN 65
TOWN OF LEESBURG
LOUDOUN COUNTY
LDN 60
LDN 65
LDN 60
LDN 60
VA. STATE GRID NORTH

Tab M:

Intentionally Blank

This deal does not require information behind this tab.

Tab N:

Homeownership Plan

This deal does not require information behind this tab.

Tab O:

Plan of Development Certification Letter

This deal does not require information behind this tab.

Tab P:

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

This deal does not require information behind this tab.

Tab Q:

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

This deal does not require information behind this tab.

Tab R:

Documentation of Utility Allowance calculation

January 7, 2026

Chase Powell
Green Street Housing
212 E Main Street, Suite 200
Salisbury, MD 21804

RE: Utility Allowance Calculations Report
Village at Clear Springs
Leesburg, VA 20175

Dear Chase Powell,

Dominion Due Diligence Group (D3G) respectfully provides the projected Utility Allowance Calculations (UAC) Report for Village at Clear Springs. The Projected Utility Allowance Calculations have been performed by qualified energy professionals using an engineering-based methodology to generate energy consumption based models for each dwelling unit type. The consumption data is being reported using the universally accepted IRS Sec. 42 standard.

Projected Utility Allowance Calculations Report

To complete the utility allowance calculations study the following tasks were performed:

a. Review client provided property information for proposed site details.
b. Confirm utility providers, utility rates and service charges for each applicable utility provider for the dwelling units.
c. Review utility information and metering configuration in the dwelling units.
d. Calculate total energy consumption for each unit type, using approved energy modeling software.

The UACs provided in this report are calculations based on the project design information (plans and specifications) supplied to us by the owner. UACs were performed using the energy consumption modeling method. The UACs are based on engineering calculations, standardized consumption tables, and have been back-tested using in-house research. Using an energy consumption-based methodology, an energy model was developed for each unit type, per floor, and for the entire building. The utility provider rates and the service charge were confirmed on the day the report was issued and used within the energy models to produce UACs for the property. The projected Utility Allowance Calculations methods follow the following standards:

- IRS Section 42
- HUD

Description of Property and Assumptions

Utility allowance calculations for proposed properties require both a review of available construction documents and research-based inputs determined by qualified energy professionals. The following table details the subject property, unit-level energy uses, and utility providers.

Description of Property:	
Name:	Village at Clear Springs
Location:	Leesburg, VA
Type:	(180) units within (2) three-story buildings
Dwelling Unit Utilities:	Electricity
Common Area Utilities:	Electricity Water & Sewer
Types of Homes:	
Multifamily:	1 Bedroom (69) 2 Bedroom (91) 3 Bedroom (20)
Unit Level Energy Use:	
Heating, Ventilation, and Cooling Systems:	Air-source heat-pumps 14.3 SEER2/7.8 & 7.5 HSPF2 Panasonic ERV FV-06VE1
Domestic Hot Water:	Electric 40 & 50 gallon 0.93 UEF
Cooking:	Electric range/oven
Refrigerator:	ENERGY STAR
Clothes Washer:	ENERGY STAR
Clothes Dryer:	ENERGY STAR
Lighting Package:	100% LED
Windows:	ENERGY STAR U-value 0.29/SHGC 0.28
Foundation:	Slab on grade, R-15 perimeter insulation Podium R-10 + R-13, R-3 on the sides
Exterior Wall Insulation:	Wood-framed construction, Insulated sheathing with R-21 batts, grade I installation
Roof Insulation:	R-30 continuous rigid with R-11 batts on the underside of the roof deck
Utility Providers:	
Electricity:	Dominion Energy
Natural Gas:	N/A
Water & Sewer:	Loudon Water

Electric Utility Allowance Calculations – Residential

Our average consumption reflects a reasonable level for an energy-conscious household of modest means. In accordance with HUD Regulations, we establish utility allowance calculations for each dwelling unit category and size. These calculations encompass all services for which the tenant is responsible, as specified by the developer.

Utility Allowance Calculations Schedule:
Analysis of the various unit configurations for electric, natural gas (if any at the property), and water/sewer services (where these services applied to consumption at the dwelling unit level) determined the following projected utility allowance values.

Electric Utility:

Dwelling Unit	Basic Service Charge	Electric Consumption Charge		Monthly Billing
Type	Per Month	Approx. $0.1458/kWh*		Total
1 Bed	$7.58	469 kWh	$72.31	$79.89
2 Bed	$7.58	609 kWh	$93.87	$101.45
3 Bed	$7.58	781 kWh	$120.39	$127.97

**Note - Consumption charges include all applicable riders, fees, and taxes. The approximate rate is calculated considering the seasonal and tiered rate variations.*

Rate Explanation:
Charges for residential electric service include a Basic Service Charge of $7.58 per month. Additionally, the monthly electric billing includes Distribution Related Riders with a total of $0.0053 per kWh, Supply Related Riders with a total of $0.065 per kWh, and Fees and Taxes with a total charge of $0.0005 per kWh.

Electric Utility Allowance Calculations – Shared Spaces

Total Monthly Utility Allowance for Common Spaces:

Building	Basic Service Charge	Electric Consumption Charge		Monthly Billing
Type	Per Month	Per Rate Structure		Total
Bldg 2a & 2b	$16.34	kWh 10,400	$1,301.09	$1,317.43
Bldg 1a & 1b	$16.34	kWh 16,412	$1,824.39	$1,840.73

Rate Explanation:
Charges for commercial electric services include a basic service charge of $16.34 per month. Additionally, the monthly electric billing includes distribution charges for the first 3,000 kWh with a total of $0.015126 per kWh, generation charges with a total of $0.042468 per kWh, and transmission charges with a total charge of $0.0542 per kWh. When usage exceeds 3,000 kWh, monthly electric billing includes distribution charges with a total of $0.010219 per kWh, generation charges with a total of $0.026636 per kWh, and transmission charges with a total charge of $0.0542 per kWh.

Water & Sewer Utility Allowance Calculations – Shared Spaces & Residential

Total Monthly Water & Sewer Utility Allowance for Residential:

Dwelling Unit	Basic Service Charge	Water & Sewer Charge		Monthly Billing
Type	Per Month	Tiered Rate/1,000 Gallons**		Total
1 Bed	$26.75	2,502 Gallons	$21.77	$48.52
2 Bed	$26.75	3,753 Gallons	$32.65	$59.40
3 Bed	$26.75	5,004 Gallons	$43.53	$70.29

Total Monthly Water & Sewer Utility Allowance for Shared Spaces:

Dwelling Unit	Basic Service Charge – Water & Sewer	Water & Sewer Charge		Monthly Billing
Type	Per Month	Tiered Rate per 1,000 Gallons		Total
Bldg 1a & 1b	$26.75	6,552 Gallons	$42.75	$69.51
Bldg 2a & 2b	$26.75	4,914 Gallons	$57.00	$83.76

Rate Explanation:
Water and sewer charges include a basic service charge of $40.15 per quarter for water and $40.11 per quarter for sewer, for a combined base charge of $80.26 per quarter (approximately $26.75 per month).

Usage charges are billed based on the amount of consumption. Tier 1 rates, which apply to 0-25,000 gallons per quarter, are $2.94 per 1,000 gallons for water and $5.76 per 1,000 gallons for sewer.

Fixture usage assumptions are based on EPA WaterSense / RESNET / typical multifamily usage benchmarks. Water consumption modeling for irrigation was not assessed at the time of this report. Irrigation is not noted in the project specifications, nor are any pools, fountains, or other exterior water-using features.

Water & Sewer Utility Allowance Calculations – Estimated Totals

Dwelling Unit	Water & Sewer	Monthly Billing
Type (All Units)	Est. Monthly Consumption	Total
1 bedroom	172,638 Gallons	$3,347.88
2 bedroom	341.523 Gallons	$5,405.40
3 bedroom	100,080 Gallons	$1,405.80
Bldg 1a & 1b	6,552 Gallons	$69.51
Bldg 2a & 2b	4,914 Gallons	$83.76
Estimated Monthly Total		$10,312.35

The Utility Allowance Calculations were completed on January 7, 2026.
The Utility Allowance Calculations effective date is April 7, 2026. (90 Days from completion)

Should you have any questions regarding the contents of this Utility Allowance Calculations report, please feel free to contact D3G at (804) 237-6853.

Sincerely,

Kevin Robicheau, HERS Rater, NGBS Verifier

Sincerely,

Alex Tapia, NGBS Verifier

Attachments:

Attachment 1: Projected Utility Allowance
Attachment 2: HUD Form 52667
Attachment 3: Utility Rate & Information
Attachment 4: Staff Resumes

UTILITY ALLOWANCE CALCULATIONS

PROPERTY NAME: Village at Clear Spring
UAC RECEIVED DATE: 01/07/26
IMPLEMENTATION EFFECTIVE DATE: 4/7/2026

Building	Unit Type	Address	Square Footage	Electric Consumption Charges	Electric Service Charges	UAC Total
Multifamily	1 Bedroom	Leesburg, VA 20175	705	$72.31	$7.58	$79.89
Multifamily	2 Bedroom		991	$93.87	$7.58	$101.45
Multifamily	3 Bedroom		1,183	$120.39	$7.58	$127.97

Utility Allowance Schedule
See Public Reporting and Instructions on back.

U.S Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 04/30/2026

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA	Unit Type	Date (mm/dd/yyyy)
Leesburg VA	1, 2, & 3 bedroom apartments	1/7/2025

Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas						
	Bottled Gas						
	Electric						
	Electric – Heat Pump		14.48	21.23	33.62		
	Fuel Oil						
	Other						
Cooking	Natural Gas						
	Bottled Gas						
	Electric		4.49	4.96	5.44		
	Other						
Other Electric			36.00	42.43	51.35		
Air Conditioning			3.51	6.31	5.52		
Water Heating	Natural Gas						
	Bottled Gas						
	Electric		17.68	22.79	28.31		
	Electric – Heat Pump						
	Fuel Oil						
Water							
Sewer							
Trash Collection							
Other – specify							
Range/Microwave							
Refrigerator			3.73	3.73	3.73		

Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility/Service/Appliance	Allowance
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Other	
Range/Microwave	
Refrigerator	
Total	

PHAs must maintain a completed HUD Form-52667 Utility Allowance Schedule for each unit type that is typical in the PHA's jurisdiction. The utility allowance schedule is based on the typical cost of utilities and services paid by energy-conservation households that occupy housing of similar size and type in the same locality. In developing the schedule, the PHA must use normal patterns of consumption for the community as a whole and current utility rates.

This form includes the utilities that the PHA must consider: heating (space), cooking, other electric (e.g. lights, appliances, general usage), air conditioning (if the majority of housing units in the market provide centrally air-conditioned units or there is appropriate wiring for tenant-installed air conditioners), water heating, water, sewer, trash, the cost to provide a range, and the cost to provide a refrigerator. This form includes several fuel types, however, the PHA is not required to have a utility allowance for every fuel type listed on the form. The PHA is only required to have an allowance for the fuel types that are typical in the PHA's jurisdiction.

Electric resistance vs. electric heat pump: The most recent update to the HUD-52667 includes "Electric Heat Pump" as a fuel type under "Heating" and "Water Heating". PHAs may choose to provide an allowance on the schedule for electric (resistance), electric heat pump, or both. Heat pumps are more efficient and are associated with lower consumption. By adding this to the form, HUD is not requiring PHAs to consider both. This is up to the PHA, however, the HUD Utility Schedule Model tool available on HUDUser.gov provides an allowance for both electric resistance and electric heat pump.

Determining Allowances: In general, PHAs use local sources of information on the cost of utilities and services, such as:

1. Electric utility suppliers
2. Natural gas utility suppliers
3. Water and sewer suppliers
4. Fuel oil and bottled gas suppliers
5. Public service commissions
6. Real estate and property management firms
7. State and local agencies
8. Appliance sales and leasing firms

PHAs may use the HUD Utility Schedule Model (HUSM) available on HUDuser.org to determine their Utility Allowance Schedules. The tool uses geographic-specific utility consumption rates combined with user entered data on utility rates to determine the overall monthly allowance.

OMB Burden Statement: The public reporting burden for this information collection is estimated to be up to 0.25 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information collected is required to determine the amount of utility allowance necessary to calculate the family's tenant portion. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information collected specifies which utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Schedule 1

RESIDENTIAL SERVICE

I. APPLICABILITY AND AVAILABILITY

This schedule is applicable only to Customers (1) who elect to receive separately metered and billed Electricity Supply Service and Electric Delivery Service from the Company or (2) who are eligible for and elect to purchase Electricity Supply Service from a Competitive Service Provider in accordance with Va. Code § 56-577 A for use in and about (a) a single-family residence, flat or apartment, (b) a combination farm and one occupied single-family residence, flat or apartment, (c) a private residence used as a boarding and/or rooming house with no more than one cooking installation nor more than ten bedrooms, or (d) separately metered service to detached accessory buildings appurtenant to residential dwellings unless such buildings use electricity for commercial or industrial purposes.

A combination residence and farm, having more than one single-family residence, flat or apartment served electricity through a single meter, that was being billed under this schedule prior to April 1, 1971, may continue to be supplied electricity under this schedule provided each such dwelling unit is occupied by the owner or by a tenant working on the farm. Such multiple-residence farms connected on and after April 1, 1971, shall not be served under this schedule.

This schedule is not applicable for (a) individual motors rated over 15 HP, and (b) commercial use as in hotels, public inns, motels, auto courts, tourist courts, tourist camps, or trailer camps.

II. MONTHLY RATE

A. Distribution Service Charges

1. Basic Customer Charge
   Basic Customer Charge $7.58 per billing month.

2. Plus Distribution kWh Charge

   a. Billing Months of June – September

First 800 kWh	@	2.6656¢ per kWh
Over 800 kWh	@	1.9708¢ per kWh

   b. Billing Months of October – May

First 800 kWh	@	2.6656¢ per kWh
Over 800 kWh	@	1.9708¢ per kWh

(Continued)

Schedule 1

RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

3. Plus each Distribution kilowatt-hour used is subject to all applicable riders in the Exhibit of Applicable Riders, including non-bypassable charges.

4. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company's TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, the Customer shall be billed a Distribution Standby Charge of $3.42 per kW of demand, minus the charge under II.A.2., above, but not less than zero.

B. Electricity Supply (ES) Service Charges

Paragraph II.B. is not applicable to Customers receiving Electricity Supply Service from a Competitive Service Provider, except for non-bypassable charges in the Exhibit of Applicable Riders, as discussed in Paragraph V., below:

1. Generation kWh Charge

a. Billing Months of June – September

First 800 ES kWh	@	2.8063¢ per kWh
Over 800 ES kWh	@	4.2708¢ per kWh

b. Billing Months of October – May

First 800 ES kWh	@	2.7031¢ per kWh
Over 800 ES kWh	@	2.3430¢ per kWh

2. Plus Transmission kWh Charge

a. All kWh	@	0.970¢ per kWh

b. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company's TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, the Customer shall be billed a Transmission Standby Charge of $1.32 per kW of demand, minus the charge under II.B.2.a., above, but not less than zero.

3. Plus each Electricity Supply kilowatt-hour used is subject to all applicable riders in the Exhibit of Applicable Riders, including non-bypassable charges, as discussed in Paragraph V., below.

(Continued)

Schedule 1

RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

4. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company's TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, each measured kW of Demand is subject to all applicable riders, included in the Exhibit of Applicable Riders.

C. The minimum charge shall be the Basic Customer Charge in II.A.1., above.

III. DETERMINATION OF DEMAND

Where demand is measured by the Company, such demand will be determined as the highest average kW measured during any 30-minute interval of the current billing month, rounded to the nearest tenth.

IV. METER READING AND BILLING

A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.

B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.

C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two; the number of kWh specified in the initial block of the Distribution kWh Charge and the Generation kWh Charge shall be multiplied by two before the rates per kWh are applied to the usage for the bimonthly period; the rate specified in II.A.4. shall be multiplied by two before the kW of demand is applied to such modified rate; the rate specified in II.B.2.b. shall be multiplied by two before the kW of demand is applied to such modified rate; and the minimum charge shall be the modified Basic Customer Charge.

V. NON-BYPASSABLE CHARGES

Any Commission approved non-bypassable charges in the Exhibit of Applicable Riders shall apply to all Customers, irrespective of generation supplier pursuant to Virginia Law, unless the Customer meets the statutory requirements for exemption from such charges.

VI. TERM OF CONTRACT

Open order.

KEVIN ROBICHEAU, NGBS Verifier, HERS Rater, BPI-MFBA

Energy / Green Building Analyst
k.robicheau@d3g.com / 804-380-3924

EDUCATION

Associate of Science, Business Administration, Brockton, MA

CERTIFICATIONS/REGISTRATIONS/TRAINING

- NGBS Green Verifier (2015, 2020)
- HERS Rater – Certification #8611030
- Building Performance Institute (BPI) Certified Multifamily Building Analyst Professional
- ENERGY STAR Multifamily New Construction
- Combustion Appliance Zone Testing (CAZ)
- LEED Green Rater Training
- ENERGY STAR Residential v3
- Intermediate Photovoltaics
- Photovoltaic Design and Installation Lab
- OSHA 10-hour Construction Safety and Health

SUMMARY OF EXPERIENCE

Kevin is an Energy / Green Building Analyst for Dominion Due Diligence Group. He is responsible for preparing Energy Sustainability studies throughout the United States. Kevin is experienced in residential and commercial construction spanning over 15 years. He has worked diligently with builders and developers to assist them in achieving compliance in ENERGY STAR and LEED for Homes verification. He has worked in the sustainability and green building industry for the past eight years. He has experience with on-site and classroom training for trades needing to meet the demands of a multitude of energy program codes. He has worked as a quality assurance designee for other companies nationally. In addition to quality assurance, he has acted as a building analyst for multiple national home builders to assure quality building, performance, and comfort in residential housing. Kevin is responsible for comprehensive energy audit and utility consumption analysis report writing, including energy modeling, energy data analysis and benefit-cost analysis.

SAMPLE PROJECTS

HUD MAP 223(f)

- Platinum Valley Apts. *(Sioux Falls, SD)*
- Echo at the Lights *(West Fargo, ND)*
- Senderos at South Mtn. *(Phoenix, AZ)*
- Redwood Altoona – Phase II *(Altoona, IA)*
- Chalet 1400 Apts. *(Claremore, OK)*
- Penrose Square Apts. *(Arlington, VA)*
- Aliso Apts. *(Los Angeles, CA)*
- Residences at Town Square *Village (Amarillo, TX)*

HUD MAP 221 (d)(4) NC

- Spring Street Apts. *(Greensboro, NC)*
- Brookstone Apts. *(Waldorf, MD)*
- Newtown Woods *(Louisville, KY)*
- Lincoln Station Apts. *(New Lenox, IL)*
- Brighton Farmington Station *(Farmington, UT)*
- Mountain Creek Plaza *(Waynesville, NC)*
- Hanover Flats Apts. *(Bennington, NE)*
- Aura at Spotsylvania Towne *Center (Fredericksburg, VA)*
- The 8801 Apartments *(Lincoln, NE)*

ALEX TAPIA, NGBS GREEN VERIFIER

Energy / Green Building Analyst
a.tapia@d3g.com / 541-799-0613

EDUCATION

University of Oregon – M. Architecture, Technology (specialization)

University of Nebraska – B.S. in Design, Psychology (minor)

CERTIFICATIONS/REGISTRATIONS/TRAINING

- National Green Building Standard (NGBS) Green Verifier (2012 / 2015, and 2020)
- Passive House Institute U.S. (PHIUS) Certified Passive House Consultant (CPHC)
- Dangerous Goods Regulations (DGR) Training
- OSHA 10-hour Construction Training
- Red Cross CPR/AED and First Aid Certified (expired)

SUMMARY OF EXPERIENCE

Alex is an Energy / Green Building Analyst for Dominion Due Diligence Group based out of Omaha, Nebraska. His educational background is in sustainable design and high-performance building technology. Prior to joining D3G, he had construction experience in new-build, remodel, and demolition projects. As a part of D3G's Energy and Sustainability team Alex is responsible for consulting, inspecting, and providing green building verifier services for new construction and existing buildings across the mid-west. His current responsibilities to the team nationally also include building energy performance modeling, analyzing building energy consumption, preparing Advanced Energy Studies (AES), Statements of Design Intent (SEDI), and Statements of Energy Performance (SEP).

SAMPLE PROJECTS

NGBS VERIFICATION

- Village West *(Lincoln, NE)*
- Hanover Flats *(Bennington, NE)*
- Salt Creek *(Lincoln, NE)*
- Westline *(Omaha, NE)*
- Northern Lights *(Lincoln, NE)*
- 8801 *(Lincoln, NE)*

ADVANCED ENERGY STUDY

- Claradon Village *(West Haven, UT)*
- Stadium Crossing *(Bloomington, IN)*

STATEMENT OF ENERGY DESIGN INTENT (SEDI)

- Ten Mile Creek *(Meridian, ID)*
- Timbers II *(Sepulpa, OK)*
- Victory Village on Lakeview *(North Platte, NE)*
- North Streams *(Omaha, NE)*
- Goldfinch Meadows I & II *(Kearneysville, WV)*
- Magnolia Hill *(Carthage, NC)*
- Greystone at Mulberry *(Fortson, GA)*

STATEMENT OF ENERGY PERFORMANCE (SEP)

- The Monroe *(Austin, TX)*
- Venue Tower *(Grand Rapids, MI)*
- Encore on Memorial *(Bixby, OK*
- Warris Farms *(Westland, MI)*
- Lake Pointe *(Springfield, IL)*
- Kelley Square *(Worcester, MA)*
- Carisbrooke *(Champaign, IL)*
- Parkway Court I & II *(Normal, IL)*
- Rainbow *(Bloomington, IL)*
- Diamond Ridge *(Janesville, WI)*

Tab S:

Supportive House Mandatory
Certification and Documentation

This deal does not require information behind this tab.

Tab T:

Funding Documentation

This deal does not require information behind this tab.

Tab U:

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

Clear Springs Apartments II, LLC
212 E. Main Street, Suite 200
Salisbury, MD 21801

RE: 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.

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

This deal does not require information behind this tab.

Tab W:

Internet Safety Plan and Resident Information Form

Clear Springs Apartments Phase II Internet Guidelines Acknowledgment

I , have read, understand, acknowledge and agree to be bound by the recommendations, guidelines, terms, and conditions outlined in the Clear Springs Apartments Internet Guidelines Manual (provided to Resident). The Internet Guideline Manual outlines and summarizes the proper use and safety guidelines when using the Internet Services provided at the Clear Springs Apartments common areas.

I understand that the Internet Guideline Manual and handbook contains information that will assist me and my guests in the proper use of the Internet made available by Clear Springs Apartments. I also understand that I will be held accountable for my behavior, as well as for my guests' behavior, and me be subject to legal and/or financial consequences related to any misuses as outlined in the Internet Guideline Manual.

By signing below, I acknowledge that I have read, agree to, and understand the terms of all items contained in Clear Springs Apartments' Internet Guideline Manual.

Resident Name: _____

Resident Signature: _____

Date: _____

CLEAR SPRINGS APARTMENTS

INTERNET SECURITY PLAN

The Internet service at Clear Springs Apartments will have a rotating password that is only accessible to residents. The network router will be 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 Acknowledgment of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.



Internet Safety

Playing it safe while playing online



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



Privacy & Personal Information



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

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

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

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

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

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



Think before you click



Do you know who sent that email?



Passwords

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

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



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

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

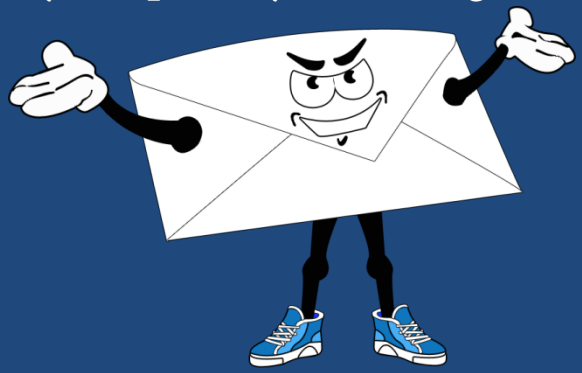
Spam



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

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

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



How do you know it is spam?

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



Malware



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

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

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

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



Spyware

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 advertisments, 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/

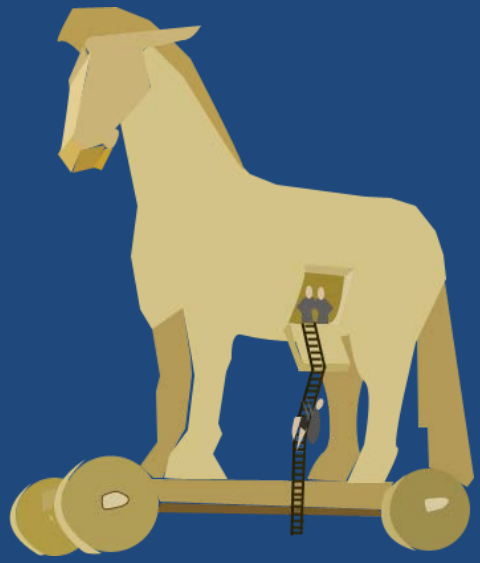


Trojan Horse

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/2010/08/12/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. Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

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



Consequences of Cyberbullying

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

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

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

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

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

Consequences of Cyberbullying

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

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





The Effects of Cyberbullying

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



Dealing with Cyberbullying

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



About Sexting



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

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.
20% of teens between 13 to 19 years of age have engaged in sexting.
22% of teen girls
18% of teen boys
11% of teen girls between 13 to 16 years of age have engaged in sexting.

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

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



About Sexting



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

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

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

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

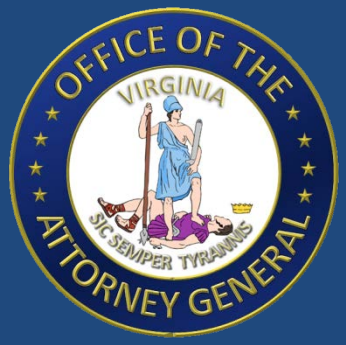
REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found here.

- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. Virginia Rules has extensive information on sexting and other internet security risks.

- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it here.



Information Provided By:

Office of the Attorney General
202 North Ninth Street
Richmond, Virginia 23219
(804) 786-2071
www.ag.virginia.gov

Tab X:

Marketing Plan for units meeting accessibility requirements of HUD section 504

Clear Springs Apartments Phase II
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 Clear Springs Apartments will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Clear Springs Apartments. TM Associates Management, Inc. (TMAM), the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, TMAM will be responsible for the development and management of community and resident services program.

I. Affirmative Marketing

TMAM 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. TMAM, it's 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/flyer. Any resident who has questions not answered by the housing staff will be referred to the Regional Property Manager of TMAM.

II. Marketing and Outreach

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

1. Networking

TMAM will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

- **Area Center for Independent Living (540-433-6513)**
- **Virginia Board for People with Disabilities (804-786-0016)**
- **Virginia Department for Aging and Rehabilitative Services (757-451-7101)**

Centers for Independent Living

Disability Resource Center (540-433-6513)

- **Horizon Behavior Health (434-477-5000)**

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

- **Unless prohibited by and 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 VHDA.**
- **Units may be held vacant for 60 days during which ongoing marketing must be documented as required by the Virginia Housing 2026 Housing Tax Credit Manual**

2. Internet Search

Apartments will also be listed on the following websites:

www.virginiahousingsearch.com
www.hud.gov
www.accessva.org
www.dbhds.virginia.gov

3. Print Media

Print media sources will also be identified in the Loudoun County 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 logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

4. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. ***Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.*** Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

5. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All 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 brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.

- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.

- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. ($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 should 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 will be changed to reflect the season or any type of special referral program.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

This deal does not require information behind this tab.

Tab Z:

Documentation of team member's Diversity, Equity and Inclusion Designation or Veteran Owned Small Business certification

This deal does not require information behind this tab.

Tab AA:

Priority Letter from Rural Development

This deal does not require information behind this tab.

TAB AB:

Social Disadvantage Certification or Veteran Owned Small Business Certification

This deal does not require information behind this tab.