



## Housing Credits Invoice

Dated: February 17,2026

Deal # :	3687
Deal Name:	Pleasant View
Cycle Name:	2026 9% Competitive

Owner Name:	Pleasant View VA LLC
Contact:	Jen Surber
Email:	

*This invoice summary displays the current fees due as well as any past due invoices.*

Invoice #	Description	Amount due
3687-4440	Application Fee	\$1,000.00

*Invoices appear in the portal the day following issuance. Please allow time for processing.*

**Please pay by invoice # via our secure Virginia Housing Rental Housing Invoice Portal,**  
[www.VirginiaHousing.com/RHIInvoice](http://www.VirginiaHousing.com/RHIInvoice) or access from VirginiaHousing.com via Login options.

→ If you are new to the portal, register with code **863**. Creating an account is for contact purposes only. No banking information is stored within our systems.

For instructions on this process, go to [www.VirginiaHousing.com/RHIInvoiceInstructions](http://www.VirginiaHousing.com/RHIInvoiceInstructions)

or send a check include a copy of the invoice to:

Virginia Housing  
Attn: TC Allocation  
601 S. Belvidere Street  
Richmond, VA 23220

*All previous banking information has changed.  
Please do not wire funds using prior year's  
information.*

Thank You. The information detailed below has successfully submitted for processing



Payment was successfully created

<b>Transaction Date</b>	<b>02/18/2026</b>
<b>Post Date</b>	<b>02/18/2026</b>
<b>Tracking Number</b>	<b>756762750</b>
<b>Amount to Debit</b>	<b>\$1,030.00</b>

Done

Print

# 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](mailto:TaxCreditApps@virginiahousing.com) for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the Virginia Housing LIHTC Allocation Department staff.**

Disclaimer:

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

Entering Data:

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

**Please Note:**

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

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

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

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

Assistance:

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

**Virginia Housing LIHTC Allocation Staff Contact Information**

Name	Email	Phone Number
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Hadia Ali	<a href="mailto:hadia.ali@virginiahousing.com">hadia.ali@virginiahousing.com</a>	(804) 343-5873

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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.

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

VHDA TRACKING NUMBER **2026-C-70**

**A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT**

Application Date: **3/12/26**

- 1. Development Name: **Pleasant View**
- 2. Address (line 1): **approximately 500 Pleasant View Drive**  
 Address (line 2):   
 City: **Strasburg** State: **VA** Zip: **22657**
- 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: **38.99391** Latitude: **-78.35191**  
 (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 **Shenandoah 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: **401.02**
- 7. Development is located in a **Qualified Census Tract**. **FALSE** *ote regarding DDA and QCT*
- 8. Development is located in a **Difficult Development Area** **FALSE**
- 9. Development is located in a **Revitalization Area based on QCT**. **FALSE**
- 10. Development is located in a **Revitalization Area designated by resolution or by the locality**. **TRUE**
- 11. Development is located in an **Opportunity Zone** (with a binding commitment for funding). **FALSE**

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

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

3%	10%	12%
<b>FALSE</b>	<b>TRUE</b>	<b>FALSE</b>

- 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 Triba **FALSE**

**Enter only Numeric Values below:**

- 15. Congressional District: **6**
- Planning District: **7**
- State Senate District: **1**
- State House District: **33**

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

**Pleasant View consists of the new construction of 48 affordable multifamily units.**

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/12/26

[Redacted area]

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: Mellanie Shipe
Chief Executive Officer's Title: Town Manager Phone: (540) 465-9197
Street Address: 174 E. King Street
City: Strasburg State: VA Zip: 22657

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Brian Otis, Director of Planning and Infrastructure

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

Chief Executive Officer's Name: Evan Vass
Chief Executive Officer's Title: County Administrator Phone: (540) 459-6165
Street Address: 600 North Main Street
City: Woodstock State: VA Zip: 22664

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Mandy Belyea, Deputy County Administrator

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

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

Northwest / North Central VA Pool

or

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

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

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

Carryforward Allocation

Definitions of types:

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

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

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

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

If true, provide name of companion development

[Redacted]

a. Has the developer met with Virginia Housing regarding the 4% tax exempt bond **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:** **50**

**Definition of selection:**

Development will be subject to an extended use agreement of 35 additional years after the 15-year compliance period for a total of 50 years.

7. Virginia Housing would like to encourage the efficiency of electronic payments. Indicate if developer commits to submitting any p 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: Pleasant View VA LLC

Developer Name: Surber Development and Consulting LLC

Contact: M/M  First: Jen MI:  Last: Surber

Address: 120 Green Tree Circle

City: Bristol St.  VA Zip: 24201

Phone: (276) 698-8760 Ext.  Fax:

Email address: jensurber@surberdev.com

Federal I.D. No. 995013626 (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.

- 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 Certification 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 service

**D. SITE CONTROL**

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

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

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

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

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

Applicant controls site by (select one):

Select Type:  Option

Expiration Date: 9/28/26

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 9/28/26.

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: Mowery Family Properties, LLC

Address: 338 Royal Avenue

City: Strasburg St.: VA Zip: 22657

Contact Person: Kevin Smith Phone: (540) 758-7001

**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.)

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
			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:		This is a Related Entity. <input type="checkbox"/> FALSE
Firm Name:		
Address:		Veteran Owned Small B <input type="checkbox"/> FALSE
City, State, Zip		
Email:		Phone: <input type="text"/>
2. Tax Accountant:	Tim Smith	This is a Related Entity. <input type="checkbox"/> FALSE
Firm Name:	Bernard Robinson & Company, L.L.P.	
Address:	1501 Highwoods Boulevard; Suite 300	Veteran Owned Small B <input type="checkbox"/> FALSE
City, State, Zip	Greensboro, NC 27410	
Email:	tsmith@brccpa.com	Phone: <input type="text" value="(336) 294-4494"/>
3. Consultant:		This is a Related Entity. <input type="checkbox"/> FALSE
Firm Name:		
Address:		Veteran Owned Small B <input type="checkbox"/> FALSE
City, State, Zip		Role: <input type="text"/>
Email:		Phone: <input type="text"/>
4. Management Entity:	Ann Hanson	This is a Related Entity. <input type="checkbox"/> FALSE
Firm Name:	Excel Property Management, LLC	
Address:	1004 Bullard Court; Suite 106	Veteran Owned Small B <input type="checkbox"/> FALSE
City, State, Zip	Raleigh, NC 27615	
Email:	ahanson@envovellc.com	Phone: <input type="text" value="(919) 878-0522"/>
5. Contractor:	Todd Peacock	This is a Related Entity. <input type="checkbox"/> FALSE
Firm Name:	Peacock Holland Construction LLC	
Address:	301 S Main Street; Suite 105	Veteran Owned Small B <input type="checkbox"/> FALSE
City, State, Zip	Blacksburg, VA 24060	
Email:	todd@peacockhollandconstruction.com	Phone: <input type="text" value="(540) 998-2550"/>
6. Architect:	Jonathan LaCorte	This is a Related Entity. <input type="checkbox"/> FALSE
Firm Name:	Consolidated Design Group, PLLC	
Address:	P.O. Box 566	Veteran Owned Small B <input type="checkbox"/> FALSE
City, State, Zip	Greenville, NC 27835	
Email:	jonathan@cdgnc.com	Phone: <input type="text" value="(919) 675-3552"/>

**E DEVELOPMENT TEAM INFORMATION**

7. Real Estate Attorney	David T. Pryzwansky	This is a Related Entity.	FALSE
Firm Name:	The Pryzwansky Law Firm, P.A.		
Address:	1130 Situs Court; Suite 244	Veteran Owned Small B	FALSE
City, State, Zip	Raleigh, NC 27606		
Email:	david@pryzlaw.com	Phone:	(919) 828-8668
8. Mortgage Banker:	Costa Canavos	This is a Related Entity.	FALSE
Firm Name:	Berkadia		
Address:	3206 W Broad Street	Veteran Owned Small B	FALSE
City, State, Zip	Richmond, VA 23230		
Email:	costa.canavos@berkadia.com	Phone:	(804) 780-9235
9. Other 1:	Matt Martin	This is a Related Entity.	FALSE
Firm Name:	Veteran Elevated Solutions LLC		
Address:	2000 E. Grace Street	Veteran Owned Small B	TRUE
City, State, Zip	Richmond, VA 23223	Role:	Application Consultant
Email:	MattMartin@elevatedinc.com	Phone:	(989) 430-5249
10. Other 2:	Tim Farinholt	This is a Related Entity.	FALSE
Firm Name:	Tim's Garage & Consulting, LLC		
Address:	2308 Park Avenue	Veteran Owned Small B	TRUE
City, State, Zip	Richmond, VA 23220	Role:	Application Consultant
Email:	tfarinholt50@gmail.com	Phone:	(804) 412-5798
11. Other 3:	Richard Boston	This is a Related Entity.	FALSE
Firm Name:	Richard Boston Development LLC		
Address:	2617 High Plains Drive	Veteran Owned Small B	TRUE
City, State, Zip	Fuquay-Varina, NC 27526	Role:	Application Consultant
Email:	Harpon05@gmail.com	Phone:	(330) 207-3303
12. Other 4:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small B	FALSE
City, State, Zip		Role:	
Email:		Phone:	
13. Other 5:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small B	FALSE
City, State, Zip		Role:	
Email:		Phone:	

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development. FALSE  
**Action:** If true, provide an electronic copy of the Existing Condition Questionnaire, Unit by Unit Matrix and Appraisal.
- b. This development has received a previous allocation of credits FALSE  
 If so, when was the most recent year that this development received credits? \_\_\_\_\_  
 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 development FALSE  
**Action:** (If True, provide required form in **TAB Q**)

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

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

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

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

---

**F. REHAB INFORMATION**

---

**3. Rehabilitation Credit Information**

a. Credits are being requested for rehabilitation expenditures. FALSE

**b. Minimum Expenditure Requirements**

i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii). FALSE

ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only) FALSE

iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception. FALSE

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

G. NONPROFIT INVOLVEMENT

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

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

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

- FALSE a. Be authorized to do business in Virginia.
FALSE b. Be substantially based or active in the community of the development.
FALSE c. Materially participate in the development and operation of the development throughout compliance period...
FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the 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)

TRUE 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:

TRUE 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: Owner

Name: Southeastern Housing Preservation, Inc.

Contact Person: Kristen Hand

Street Address: 7509 Kristen Drive

City: Oak Ridge State: NC Zip: 27310

Phone: ##### Contact Email: kristenhand@sehpi.com

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

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

G. NONPROFIT INVOLVEMENT

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

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

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

**Name of qualified nonprofit:** Southeastern Housing Preservation, Inc.

**or indicate true if Local Housing Authority** FALSE  
**Name of Local Housing Authority** \_\_\_\_\_

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

**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-App

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

**H. STRUCTURE AND UNITS INFORMATION**

**# General Information**

a. Total number of <b>all</b> units in development	<u>48</u>	bedrooms	<u>124</u>
Total number of <b>rental</b> units in development	<u>48</u>	bedrooms	<u>124</u>
Number of low-income rental units	<u>48</u>	bedrooms	<u>124</u>
Percentage of rental units designated low-income	<u>100.00%</u>		
b. Number of new units:	<u>48</u>	bedrooms	<u>124</u>
Number of adaptive reuse units:	<u>0</u>	bedrooms	<u>0</u>
Number of rehab units:	<u>0</u>	bedrooms	<u>0</u>
c. If any, indicate number of planned exempt units (included in total of all units in development)	<u>0</u>		
d. Total Floor Area For The Entire Development	<u>71,625.70</u> (Sq. ft.)		
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage)	<u>14,312.90</u> (Sq. ft.)		
f. Nonresidential Commercial Floor Area (Not eligible for funding)	<u>0.00</u>		
g. Total Usable Residential Heated Area	<u>57,312.80</u> (Sq. ft.)		
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b>	<u>100.00%</u>		
i. Exact area of site in acres	<u>9.890</u>		
j. Locality has approved a final site plan or plan of developm	<u>FALSE</u>		
If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
k. Requirement as of 2016: Site must be properly zoned for proposed development.			
<b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits	<u>FALSE</u>		

**Definition:**

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

**H. STRUCTURE AND UNITS INFORMATION**

**# UNIT MIX**

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

*LIHTC Units can not be greater than Total Rental*

*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	0.00	SF	0	0
2BR Garden	1064.96	SF	20	20
3BR Garden	1286.20	SF	28	28
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
			48	48

**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)
- b. Age of Structure:  years
- c. Maximum Number of stories:
- d. The development is a scattered site development.
- 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)
  - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)
  - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)
- g. Indicate **True** for all development's structural features that apply:
 

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

**H. STRUCTURE AND UNITS INFORMATION**

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

**# Site Amenities (indicate all proposed)**

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

l. Describe Community Facilities: A community room with at least 749 square feet

m. Number of Proposed Parking Spaces 115  
 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. TRUE  
 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% Application:
  - 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 and 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 report should be completed for the whole development and not an individual unit.

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

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

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

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

- |               |  |
|---------------|--|
| <b>TRUE</b>   | a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.  |
| <b>85.00%</b> | b1. Percentage of brick covering the exterior walls.   |
| <b>15.00%</b> | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.           |
| <b>TRUE</b>   | c. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| <b>TRUE</b>   | d. Cooking surfaces are equipped with fire suppression features as defined in the manual   |
| <b>TRUE</b>   | e. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS  |
|               | or   |
| <b>FALSE</b>  | f. Full bath fans are equipped with a humidistat.  |
| <b>FALSE</b>  | g. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| <b>FALSE</b>  | h. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service where it does not already exist.  |
| <b>TRUE</b>   | i. Each unit is provided free individual high-speed internet access.<br><i>(Must have a minimum 20Mbps upload/100Mbps download speed per manual.)</i>  |
| <b>TRUE</b>   | j. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| <b>FALSE</b>  | k. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
|               | or   |
| <b>TRUE</b>   | l. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| <b>TRUE</b>   | m. All interior doors within units are solid core.   |
| <b>TRUE</b>   | n. Installation of a renewable energy electric system in accordance with manufacturer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at <b>Tab F</b> . |
| <b>FALSE</b>  | 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:

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

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

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

- |                                |  |                               |                         |
|--------------------------------|--|-------------------------------|-------------------------|
| <input type="checkbox"/> TRUE  | Zero Energy Ready Home Requirements  | <input type="checkbox"/> TRUE | Passive House Standards |
| <input type="checkbox"/> 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 <b>Tab P.</b> 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.
- 48 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' amenities are substantially equivalent to those of the low-income units.

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

J. ENHANCEMENTS

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|--------------------------------|---|--------------------------------|--|
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| <input type="checkbox"/> FALSE | LEED Certification                      | <input type="checkbox"/> FALSE | Enterprise Green Communities (EGC) Certification                           |

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

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- |                                |  |                               |                         |
|--------------------------------|--|-------------------------------|-------------------------|
| <input type="checkbox"/> TRUE  | Zero Energy Ready Home Requirements  | <input type="checkbox"/> TRUE | Passive House Standards |
| <input type="checkbox"/> 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 <b>Tab P.</b> See Manual for details and requirements. |                               |                         |

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

- |                               |  |
|-------------------------------|--|
| <input type="checkbox"/> TRUE | a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.     |
| 48                            | b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:<br>100% of Total Rental Units |

No Market Units listed on Structure 1a.

4.  FALSE Market rate units, apartments are substantially equivalent to those of the low income units.



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

**I. UTILITIES**

1. Utilities Types:

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	90	108	0
Air Conditioning	0	0	0	0	0
Cooking	0	0	0	0	0
Lighting	0	0	0	0	0
Hot Water	0	0	0	0	0
Water	0	0	76	94	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$166	\$202	\$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 Southern Energy Manager

**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:

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

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

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

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

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

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

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

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

**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:

####

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

####

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

####

Supportive Housing (as described in the Tax Credit Manual)

If Supportive Housing is True: Will the supportive housing consist of units

####

designated for tenants that are homeless or at risk of homelessness?

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

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

**FALSE**

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

**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: Shenandoah County Department of Social Services

Contact person: Wayne Bladen

Title: Housing Specialist

Phone Number: (540) 459-6226

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

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 28  
 % of total Low Income Units 58%

**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](http://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: Ann

Last Name: Hanson

Phone Number: (919) 878-0522 Email: ahanson@envolvellc.com



**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
5	10.42%	30% Area Median
0	0.00%	40% Area Median
19	39.58%	50% Area Median
7	14.58%	60% Area Median
0	0.00%	70% Area Median
17	35.42%	80% Area Median
0	0.00%	Market Units
48	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
5	10.42%	30% Area Median
0	0.00%	40% Area Median
19	39.58%	50% Area Median
7	14.58%	60% Area Median
0	0.00%	70% Area Median
17	35.42%	80% Area Median
0	0.00%	Market Units
48	100.00%	<b>Total</b>

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

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

c. The development plans to utilize average income test  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	2 BR - 2 Bath	30% AMI	5	1	1024.30	\$425.00	\$2,125
Mix 2	2 BR - 2 Bath	50% AMI	15	1	1024.30	\$819.00	\$12,285
Mix 3	3 BR - 2 Bath	50% AMI	4	1	1237.10	\$935.00	\$3,740
Mix 4	3 BR - 2 Bath	60% AMI	7	1	1237.10	\$1,163.00	\$8,141
Mix 5	3 BR - 2 Bath	80% AMI	17	1	1237.10	\$1,615.00	\$27,455
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$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
5	10.42%	30% Area Median
0	0.00%	40% Area Median
19	39.58%	50% Area Median
7	14.58%	60% Area Median
0	0.00%	70% Area Median
17	35.42%	80% Area Median
0	0.00%	Market Units
48	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
5	10.42%	30% Area Median
0	0.00%	40% Area Median
19	39.58%	50% Area Median
7	14.58%	60% Area Median
0	0.00%	70% Area Median
17	35.42%	80% Area Median
0	0.00%	Market Units
48	100.00%	<b>Total</b>


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

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

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	2 BR - 2 Bath	30% AMI	5	1	1024.30	\$425.00	\$2,125
Mix 2	2 BR - 2 Bath	50% AMI	15	1	1024.30	\$819.00	\$12,285
Mix 3	3 BR - 2 Bath	50% AMI	4	1	1237.10	\$935.00	\$3,740
Mix 4	3 BR - 2 Bath	60% AMI	7	1	1237.10	\$1,163.00	\$8,141
Mix 5	3 BR - 2 Bath	80% AMI	17	1	1237.10	\$1,615.00	\$27,455
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0

**L. UNIT DETAILS**

Mix 11								\$0
Mix 12								\$0
Mix 13								\$0
Mix 14								\$0
Mix 15								\$0
Mix 16								\$0
Mix 17								\$0
Mix 18								\$0
Mix 19								\$0
Mix 20								\$0
Mix 21								\$0
Mix 22								\$0
Mix 23								\$0
Mix 24								\$0
Mix 25								\$0
Mix 26								\$0
Mix 27								\$0
Mix 28								\$0
Mix 29								\$0
Mix 30								\$0
Mix 31								\$0
Mix 32								\$0
Mix 33								\$0
Mix 34								\$0
Mix 35								\$0
Mix 36								\$0
Mix 37								\$0
Mix 38								\$0
Mix 39								\$0
Mix 40								\$0
Mix 41								\$0
Mix 42								\$0
Mix 43								\$0
Mix 44								\$0
Mix 45								\$0
Mix 46								\$0
Mix 47								\$0
Mix 48								\$0
Mix 49								\$0
Mix 50								\$0
Mix 51								\$0
Mix 52								\$0
Mix 53								\$0
Mix 54								\$0
Mix 55								\$0
Mix 56								\$0
Mix 57								\$0
Mix 58								\$0
Mix 59								\$0
Mix 60								\$0
Mix 61								\$0
Mix 62								\$0
Mix 63								\$0
Mix 64								\$0
Mix 65								\$0
Mix 66								\$0

**L. UNIT DETAILS**

Mix 67									\$0
Mix 68									\$0
Mix 69									\$0
Mix 70									\$0
Mix 71									\$0
Mix 72									\$0
Mix 73									\$0
Mix 74									\$0
Mix 75									\$0
Mix 76									\$0
Mix 77									\$0
Mix 78									\$0
Mix 79									\$0
Mix 80									\$0
Mix 81									\$0
Mix 82									\$0
Mix 83									\$0
Mix 84									\$0
Mix 85									\$0
Mix 86									\$0
Mix 87									\$0
Mix 88									\$0
Mix 89									\$0
Mix 90									\$0
Mix 91									\$0
Mix 92									\$0
Mix 93									\$0
Mix 94									\$0
Mix 95									\$0
Mix 96									\$0
Mix 97									\$0
Mix 98									\$0
Mix 99									\$0
Mix 100									\$0
<b>TOTALS</b>			48	5					\$53,746

<b>Total Units</b>	<b>48</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>55,124.80</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>55,124.80</b>

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

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing		\$750
2. Office Salaries		\$0
3. Office Supplies		\$750
4. Office/Model Apartment	(type _____ )	\$0
5. Management Fee		\$29,952
<u>4.92%</u> of EGI	<u>\$624.00</u> Per Unit	
6. Manager Salaries		\$23,500
7. Staff Unit (s)	(type _____ )	\$0
8. Legal		\$500
9. Auditing		\$0
## Bookkeeping/Accounting Fees		\$5,760
## Telephone & Answering Service		\$5,260
## Tax Credit Monitoring Fee		\$1,440
## Miscellaneous Administrative		\$400
<b>Total Administrative</b>		<b>\$68,312</b>

**Utilities**

## Fuel Oil		\$0
## Electricity		\$10,000
## Water		\$6,000
## Gas		\$0
## Sewer		\$6,000
<b>Total Utility</b>		<b>\$22,000</b>

**Operating:**

## Janitor/Cleaning Payroll		\$0
## Janitor/Cleaning Supplies		\$0
## Janitor/Cleaning Contract		\$0
## Exterminating		\$2,200
## Trash Removal		\$4,500
## Security Payroll/Contract		\$0
## Grounds Payroll		\$0
## Grounds Supplies		\$0
## Grounds Contract		\$14,000
## Maintenance/Repairs Payroll		\$23,500
## Repairs/Material		\$9,400
## Repairs Contract		\$11,000
## Elevator Maintenance/Contract		\$3,300
## Heating/Cooling Repairs & Maintenance		\$3,125
## Pool Maintenance/Contract/Staff		\$0
## Snow Removal		\$1,500
## Decorating/Payroll/Contract		\$1,000
## Decorating Supplies		\$1,000
## Miscellaneous		\$0
<b>Totals Operating &amp; Maintenance</b>		<b>\$74,525</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

## Real Estate Taxes		\$41,000
## Payroll Taxes		\$5,544
## Miscellaneous Taxes/Licenses/Permits		\$0
## Property & Liability Insurance	\$910 per unit	\$43,684
## Fidelity Bond		\$0
## Workman's Compensation		\$0
## Health Insurance & Employee Benefits		\$0
## Other Insurance		\$0
<b>Total Taxes &amp; Insurance</b>		<b>\$90,228</b>

<b>Total Operating Expense</b>	<b>\$255,065</b>
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<b>Total Operating Expenses Per Unit</b>	<b>\$5,314</b>	<b>C. Total Operating Expenses as % of</b>	<b>41.89%</b>
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<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Min</b>	<b>\$14,400</b>
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<b>Total Expenses</b>	<b>\$269,465</b>
-----------------------	------------------

**N. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

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

Complete cost column and basis column(s) as appropriate

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

<b><u>Must Use Whole Numbers Only!</u></b>		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
Item	(A) Cost	"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	9,701,424	0	0	9,701,424
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	<b>9,701,424</b>	<b>0</b>	<b>0</b>	<b>9,701,424</b>
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input checked="" type="checkbox"/> h. Renewable Energy	35,500	0	0	35,500
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	2,846,819	0	0	2,846,819
q. Hard Cost Contingency	717,273	0	0	717,273
<b>Total Land Improvements</b>	<b>3,599,592</b>	<b>0</b>	<b>0</b>	<b>3,599,592</b>
<b>Total Structure and Land</b>	<b>13,301,016</b>	<b>0</b>	<b>0</b>	<b>13,301,016</b>
r. General Requirements	755,025	0	0	755,025
s. Builder's Overhead ( <u>1.9%</u> Contract)	251,674	0	0	251,674
t. Builder's Profit ( <u>5.7%</u> Contract)	755,025	0	0	755,025
u. Bonds	0	0	0	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: License	0	0	0	0
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0

<b>Contractor Costs</b>	\$15,062,740	\$0	\$0	\$15,062,740
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**Construction cost per unit: \$313,067.50**

**MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$1,862,142**

**ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$1,761,724**

**O. PROJECT BUDGET - OWNER COSTS**

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	15,000	0	0	15,000
b. Architecture/Engineering Design Fee \$2,037 /Unit)	97,773	0	0	97,773
c. Architecture Supervision Fee \$541 /Unit)	25,990	0	0	25,990
d. Tap Fees	183,343	0	0	183,343
e. Environmental	24,000	0	0	24,000
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	33,225	0	0	33,225
h. Appraisal	5,500	0	0	5,500
i. Market Study	3,800	0	0	3,800
j. Site Engineering / Survey	240,850	0	0	240,850
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	160,000	0	0	160,000
n. Construction Interest ( 0.0% fo 0 months)	702,790	0	0	527,092
o. Taxes During Construction	7,500	0	0	7,500
p. Insurance During Construction	124,759	0	0	124,759
q. Permanent Loan Fee ( 0.0% )	44,200			
r. Other Permanent Loan Fees	0			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	10,000	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	70,000	0	0	45,500
w. Legal Fees for Closing	50,000	0	0	37,500
x. Mortgage Banker	44,200	0	0	0
y. Tax Credit Fee	91,638			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	15,000	0	0	15,000
ab. Organization Costs	0			
ac. Operating Reserve	281,925			
ad. Soft Costs Contingency	0			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
<input type="checkbox"/> ag. Supportive Service Reserves	0			

**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify	lease up reserve	35,000	0	0	0
(2) Other* specify	construction inspections	84,678	0	0	84,678
(3) Other* specify	consulting fees	30,000	0	0	0
(4) Other* specify	nutrient credits	21,374	0	0	21,374
(5) Other* specify	archaeology report	27,702	0	0	27,702
(6) Other* specify	LOC fee	1,500	0	0	0
(7) Other* specify	Easements	90,000	0	0	90,000
(8) Other* specify		0	0	0	0
(9) Other* specify		0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$2,521,747	\$0	\$0	\$1,770,586
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)		\$17,584,487	\$0	\$0	\$16,833,326
<b>3. Developer's Fees</b>		1,912,759	0	0	1,912,759
<b>4. Owner's Acquisition Costs</b>					
Land		950,000			
Existing Improvements		0	0		
Subtotal 4:		\$950,000	\$0		
<b>5. Total Development Costs</b>					
Subtotal 1+2+3+4:		\$20,447,246	\$0	\$0	\$18,746,085

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

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

**Maximum Developer Fee:**

**\$1,912,759**

Proposed Development's Cost per Sq Foot \$272 **Meets Limits**  
 Applicable Cost Limit by Square Foot: \$556

Proposed Development's Cost per Unit \$405,453 **Meets Limits**  
 Applicable Cost Limit per Unit: \$589,015

**P. ELIGIBLE BASIS CALCULATION**

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	20,447,246	0	0	18,746,085

**2. Reductions in Eligible Basis**

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

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

0	0	18,746,085
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**4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)**

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	5,623,826
c. For Green Certification (Eligible Basis x 10%)		0

**Total Adjusted Eligible basis**

0	24,369,911
---	------------

**5. Applicable Fraction**

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

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

0	0	24,369,911
---	---	------------

**7. Applicable Percentage**

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

\$0	\$0	\$2,193,292
-----	-----	-------------

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

\$2,193,292 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.	M1 Bank	05/15/26	06/18/26	\$16,000,000	Ellen Vossbrink
2.					
3.					
Total Construction Funding:				\$16,000,000	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	VHDA	5/15/26	7/15/26	\$2,500,000	\$195,208	7.40%	40	40
2.	VHDA REACH	5/15/26	7/15/26	\$1,920,000	\$95,578	3.95%	40	40
3.	NHTF	4/30/24	3/18/25	\$715,000	\$3,599	0.50%	1000	35
4.	HIEE	4/30/24	3/11/25	\$1,330,398				
5.	VHTF	4/30/24	3/11/25	\$900,000				
6.	AHP	5/7/26	8/1/26	\$1,250,000				
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
Total Permanent Funding:				\$8,615,398	\$294,385			

**Q. SOURCES OF FUNDS**

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

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

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	NHTF	3/18/25	\$715,000
2.	HIEE	3/11/25	\$1,330,398
3.	VHTF	3/11/25	\$900,000
4.			
5.			
Total Subsidized Funding			\$2,945,398

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

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$1,920,000
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$715,000
j.	Virginia Housing Trust Fund	\$900,000

Market-Rate Loans

a.	Taxable Bonds	\$2,500,000
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**

k	Other: HIEE	\$1,330,398
l	Other: AHP	\$1,250,000

Grants\*

Grants

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

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: **N/A**

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

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

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

- a. **TRUE** 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 required **FALSE**

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit

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

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

i. Requested Annual HOTC Credits	\$0
ii. 10 Year HOTC Credit Amount	\$0
iii. Equity Dollars Per Credit	\$0.000
iv. Percent of ownership entity (repeated from	99.99000%
v. HOTC Credit Net	\$0

c. Equity that Sponsor will Fund:

i. Cash Investment	\$0
ii. Contributed Land/Building	\$0
iii. Deferred Developer Fee	\$955,292 (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** \$955,292

**2. Equity Gap Calculation**

a. Total Development Cost	\$20,447,246
b. Total of Permanent Funding, Grants and Equity	- \$9,570,690
c. Equity Gap	\$10,876,556
d. Developer Equity	- \$1,084
e. Equity gap to be funded with low-income tax credit proceeds	\$10,875,472

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

a. Actual or Anticipated Name of Syndicator:	▶ CAHEC/ Community Affordable Housing Equity Corporation		
Contact Person:	Caroline Morgan	Phone:	(919) 532-1797
Street Address:	7700 Falls of Neuse Road; Suite 200		
City:	Raleigh	State:	North Carolina
		Zip:	27615

b. Syndication Equity

i. Anticipated Annual Credits	\$1,294,828.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.840
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	\$1,294,699
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$10,875,472

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

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$10,875,472

**5. Net Equity Factor**

84.0000344136%

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

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

1. Total Development Costs		<u>\$20,447,246</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$9,570,690</u>
3. Equals Equity Gap		<u>\$10,876,556</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>84.0000344136%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$12,948,276</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,294,828</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$2,193,292</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,294,828</u>
Credit per LI Units	<u>\$26,975.5833</u>	<b>Combined 30% &amp; 70% PV Credit Requested</b>
Credit per LI Bedroom	<u>\$10,442.1613</u>	

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

**T. CASH FLOW**

**1. Revenue**

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

Total Monthly Rental Income for LIHTC Units	\$53,746
Plus Other Income Source (list) <u>laundry, late fees, etc.</u>	<u>\$816</u>
Equals Total Monthly Income:	<u>\$54,562</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$654,744</u>
Less Vacancy Allowance <u>7.0%</u>	<u>\$45,832</u>
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b><u>\$608,912</u></b>

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

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

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

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

a. Annual EGI Low-Income Units	<u>\$608,912</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$608,912</u>
d. Total Expenses	<u>\$269,465</u>
e. Net Operating Income	<u>\$339,447</u>
f. Total Annual Debt Service	<u>\$294,385</u>
g. Cash Flow Available for Distribution	<u>\$45,062</u>

**T. CASH FLOW**

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
<b>Eff. Gross Income</b>	608,912	621,090	633,512	646,182	659,106
<b>Less Oper. Expenses</b>	269,465	277,549	285,875	294,452	303,285
<b>Net Income</b>	339,447	343,541	347,637	351,731	355,821
<b>Less Debt Service</b>	294,385	294,385	294,385	294,385	294,385
<b>Cash Flow</b>	45,062	49,156	53,252	57,346	61,436
<b>Debt Coverage Ratio</b>	1.15	1.17	1.18	1.19	1.21

	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Eff. Gross Income</b>	672,288	685,734	699,448	713,437	727,706
<b>Less Oper. Expenses</b>	312,384	321,755	331,408	341,350	351,591
<b>Net Income</b>	359,904	363,978	368,040	372,087	376,115
<b>Less Debt Service</b>	294,385	294,385	294,385	294,385	294,385
<b>Cash Flow</b>	65,519	69,593	73,655	77,702	81,730
<b>Debt Coverage Ratio</b>	1.22	1.24	1.25	1.26	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
<b>Eff. Gross Income</b>	742,260	757,105	772,248	787,692	803,446
<b>Less Oper. Expenses</b>	362,138	373,003	384,193	395,718	407,590
<b>Net Income</b>	380,122	384,103	388,055	391,974	395,856
<b>Less Debt Service</b>	294,385	294,385	294,385	294,385	294,385
<b>Cash Flow</b>	85,737	89,718	93,670	97,589	101,471
<b>Debt Coverage Ratio</b>	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**

<b>Number of BINS:</b>	1
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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).

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

Please help us with the process:  
**DO NOT use the CUT feature**  
**DO NOT SKIP LINES BETWEEN BUILDINGS**

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		48		appx. 500 Pleasant View Drive		Strasburg	VA	22657				\$0				\$0	\$24,369,911	09/01/27	9.00%	\$2,193,292
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

48 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$0

\$0

\$24,369,911

\$2,193,292

Number of BINS: 1

**V. STATEMENT OF OWNER**

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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, arising, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation 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 hereto relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, Virginia Housing is entitled to rely upon representations submitted by the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relating to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that Virginia Housing may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by Virginia Housing at its sole discretion.

**V. STATEMENT OF OWNER**

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

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

Legal Name of Owner Pleasant View VA LLC  
By: Pleasant View MM LLC  
By: Surber Development and Consulting LLC


By:   
 Its: Managing Member, Jennifer E. H. Surber  
 (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:	<u>Jonathan LaCorte</u>
Virginia License#:	<u>018988</u>
Architecture Firm or Company:	<u>Consolidated Design Group, PLLC</u>

By:  AIA

Its: President  
(Title)

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

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**V. Previous Participation Certification**

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**Development Name:** Pleasant View

**Name of Applicant (entity):** Pleasant View VA 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

Jennifer E. H. Surber  
\_\_\_\_\_  
Printed Name

2/16/26  
\_\_\_\_\_  
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 the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by Virginia Housing's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Items 5f and 5g require a numeric value to be entered.

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

**MANDATORY ITEMS:**

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

**1. READINESS:**

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	<u>0.00</u>
b. Local CEO Opposition Letter	N	0 or -25	<u>0.00</u>
c. Plan of development	N	0 to 10	<u>0.00</u>
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	<u>0.00</u>
e. Location in a revitalization area with resolution or by locality	Y	0 or 15	<u>15.00</u>
f. Location in a Opportunity Zone	N	0 or 15	<u>0.00</u>
g. Location in a Medium to High level Economic Development Jurisdiction	Y	0 or 5	<u>5.00</u>
h. Location on land owned by Tribal Nation	N	0 or 15	<u>0.00</u>
<b>Total:</b>			<u><u>20.00</u></u>

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	<u>5.00</u>
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	<u>0.00</u>
c. Subsidized funding commitments	14.40%	Up to 60	<u>28.81</u>
d. Tax abatement on increase of property's value	Y	0 or 5	<u>5.00</u>
e. New project based rental subsidy) in Northern Virginia or New Construction pool	N	up to 40	<u>0.00</u>
f. Census tract with <12% poverty rate	10%	0, 20, 25 or 30	<u>25.00</u>
g. Development provided priority letter from Rural Development	N	0 or 15	<u>0.00</u>
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	<u>20.00</u>
<b>Total:</b>			<u><u>83.81</u></u>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			72.00
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	Y10	0, 10 or 20	10.00
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	20.00
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
i. Meets Target Population Development Characteristics	N	0 or 10	0.00
Total:			147.00

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$87,500	\$78,100

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	58.33%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to	10.42%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.42%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60%	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			100.00

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 occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. 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	68.27
Total:			68.27

7. BONUS POINTS:

a. Extended Use Restriction beyond 15 year compliance period	35	Years	40 or 70	70.00
or b. Nonprofit or LHA purchase option/ ROFR	Y		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	Y		up to 10	10.00
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	<u>0.00</u>
	Total:			<u><u>85.00</u></u>

300 Point Threshold - all 9% Tax Credits				<b>TOTAL SCORE:</b>
200 Point Threshold - Tax Exempt Bonds				<b><u><u>504.08</u></u></b>

**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	26.00		
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 Cert)	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	15.00		
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	3.00		
n. Installation of Renewable Energy Electric system	10	10.00		
o. New Construction: Balcony or patio	4	0.00		
			<u><u>72.00</u></u>	
<b>All elderly units have:</b>				
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		
			<u><u>0.00</u></u>	
	<b>Total amenities:</b>			<b><u><u>72.00</u></u></b>

X. Development Summary

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

Deal Name: Pleasant View

Cycle Type: 9% Tax Credits Requested Credit Amount: \$1,294,828  
 Allocation Type: New Construction Jurisdiction: Shenandoah County  
 Total Units: 48 Population Target: General  
 Total LI Units: 48  
 Project Gross Sq Ft: 71,625.70 Owner Contact: Jen Surber  
 Green Certified? TRUE

**Total Score**  
504.08

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$8,615,398	\$179,487	\$120	\$294,385
Grants	\$0	\$0		
Subsidized Funding	\$2,945,398	\$61,362		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$13,301,016	\$277,105	\$186	65.05%
General Req/Overhead/Profit	\$1,761,724	\$36,703	\$25	8.62%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$2,521,747	\$52,536	\$35	12.33%
Acquisition	\$950,000	\$19,792	\$13	4.65%
Developer Fee	\$1,912,759	\$39,849	\$27	9.35%
<b>Total Uses</b>	<b>\$20,447,246</b>	<b>\$425,984</b>		

Total Development Costs	
Total Improvements	\$17,584,487
Land Acquisition	\$950,000
Developer Fee	\$1,912,759
<b>Total Development Costs</b>	<b>\$20,447,246</b>

Proposed Cost Limit/Sq Ft: \$272  
 Applicable Cost Limit/Sq Ft: \$556  
 Proposed Cost Limit/Unit: \$405,453  
 Applicable Cost Limit/Unit: \$589,015

Income		
Gross Potential Income - LI Units		\$654,744
Gross Potential Income - Mkt Unit:		\$0
Subtotal		\$654,744
Less Vacancy %	7.00%	\$45,832
<b>Effective Gross Income</b>		<b>\$608,912</b>

Unit Breakdown	
# of Eff	0
# of 1BR	0
# of 2BR	20
# of 3BR	28
# of 4+ BR	0
<b>Total Units</b>	<b>48</b>

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$68,312	\$1,423
Utilities	\$22,000	\$458
Operating & Maintenance	\$74,525	\$1,553
Taxes & Insurance	\$90,228	\$1,880
<b>Total Operating Expenses</b>	<b>\$255,065</b>	<b>\$5,314</b>
Replacement Reserves	\$14,400	\$300
<b>Total Expenses</b>	<b>\$269,465</b>	<b>\$5,614</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	5	5
40% AMI	0	0
50% AMI	19	19
60% AMI	7	7
>60% AMI	17	17
Market	0	0

Cash Flow	
EGI	\$608,912
Total Expenses	\$269,465
<b>Net Income</b>	<b>\$339,447</b>
Debt Service	\$294,385
<b>Debt Coverage Ratio (YR1):</b>	<b>1.15</b>

Income Averaging? TRUE

Extended Use Restriction? 50

**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,  $(40\%/60\%) \times 100$  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	\$2,193,292
Credit Requested	\$1,294,828
% of Savings	40.96%
Sliding Scale Points	68.27

# Tab A:

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

COMMONWEALTH OF VIRGINIA :

PLEASANT VIEW VA LLC  
LIMITED LIABILITY COMPANY

TOWN OF STRASBURG :

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement") made as of the 1<sup>st</sup> day of February, 2024, by and among the undersigned members of Pleasant View VA LLC, a Virginia limited liability company (the "Company"), such persons being hereinafter referred to individually as a "Member" and collectively as the "Members."

W I T N E S S E T H:

WHEREAS, the parties hereto desire to organize a limited liability company to engage in any lawful business including ownership and development of that apartment complex in the Town of Strasburg, Virginia to be known as Pleasant View Apartments ("Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. NAME, BUSINESS, AND REGISTERED OFFICE AND AGENT. The Members do hereby form a limited liability company ("LLC") under the name of Pleasant View VA LLC in accordance with and pursuant to the Virginia Limited Liability Company Act (the "Act"), to engage in any lawful business including ownership and development of real property. The organizing Members, or their representatives, shall execute and file Articles of Organization on behalf of the Company in the Office of the State Corporation Commission of Virginia. The Members shall do or cause to be done all such filings, recordings or other acts as may be necessary or appropriate from time to time to comply with the requirements of the Act or otherwise as necessary for the operation of LLCs in the Commonwealth of Virginia. The Company shall promptly reimburse any cost incurred by the Members in connection with the foregoing. The Manager shall select the registered agent. The principal office of the Company need not be the same as the office of the registered agent.

2. TERM. The Company shall begin as of the date of filing the aforementioned Articles, and shall continue perpetually unless sooner terminated as provided in paragraph 15 of this Agreement.

3. CAPITAL; LIABILITY OF MEMBERS.

(a) Initial Capital Contribution. The Members shall make initial capital contributions to the Company in amounts as mutually agreed upon such that their initial capital interests in the Company shall be as follows:

<u>Members</u>	<u>Capital Interest</u>
Pleasant View MM LLC	100.00%

(b) Subsequent Capital Contributions. For purposes of paragraphs 3 - 6 of this Agreement, and with respect only to allocations and distributions to a Member, capital contribution obligations, and capital account maintenance rules (but not with respect to any other rights including voting rights of a Member), the term "Member" shall include the assignee, if any, of such Member. Each Member is personally liable for his proportionate part (determined with reference to his interest in profits as provided in paragraph 4(a)) of any capital contribution required for continuation of the Company business as determined reasonably and in good faith by the affirmative vote of at least 100% in voting interest (as determined in paragraph 7(c)) of the Members. In the event that any Member refuses or fails to make any such required capital contribution within thirty (30) days after written notice of the Members' approval of the additional contributions, then such Member (the "Defaulting Member") shall be in default of this Agreement and the other Members and the Company shall have any and all remedies available at law or in equity as a result of such default, including without limitation the right (upon the affirmative vote of a majority in voting interest of all Members other than the defaulting Member) to expel such defaulting Member from the Company, in which event the value to be paid for the defaulting Member's interest and the manner of payment shall be determined in accordance with the provisions of paragraph 12 of this Agreement. In addition, but without limiting any such rights or remedies of the other Members or the Company, the other Members may, but shall not be required to, contribute such deficiency to the Company. To the extent that any Member does contribute any deficiency to the Company for the Member failing to do so, such contribution at the sole election of the contributing Member(s) shall be deemed to be either (i) an additional capital contribution requiring adjustments to the Percentage Interests as set forth in the next paragraph, or (ii) a loan to the defaulting Member repayable on demand which shall bear interest from the date of such contribution at a rate computed to be ONE PERCENT (1%) above the prime rate established by Bank of America, N.A. on the date of such contribution. The defaulting Member shall have no voting rights on matters of Company business, and no further distributions or

withdrawals may be made to or by the defaulting Member, until such loan with interest is paid in full. Any distributions, withdrawals, or rights thereto that would otherwise be distributed to or withdrawn by the defaulting Member (including any distribution made on expulsion of such Member as described below) during the term of any such demand loan shall be paid, credited, or accrued to the Member or Members who contributed the deficiency to the Company and shall be applied as a credit against the amount due from the defaulting Member, but such amounts shall be treated for book and tax purposes as if they had been distributed to the defaulting Member and then paid to the Member or Members actually receiving the same in respect of the loan. Failure to repay any such demand loan within thirty (30) days after written demand therefor shall be deemed sufficient grounds for expulsion of such Member from the Company. In such event, the value to be paid for the defaulting Member's interest and the manner of payment shall be determined in accordance with the provisions of paragraph 12 of this Agreement. Except for the payment to liquidate his membership interest in the Company as herein provided, such defaulting Member shall have no further interest or rights in the Company, its business or assets.

If the contributing Member(s) elect to treat the amount contributed on behalf of the defaulting Member as an additional capital contribution by them to the Company as provided in item “(i)” above, the Percentage Interests in net profits and net losses described in paragraph 4(a) shall be redetermined for each Member based on the ratio of his capital account balance as adjusted for the new contribution and an adjustment made pursuant to the methodology of paragraph 3(e), divided by the total capital account balances of all Members as adjusted above. Following such adjustments to capital accounts and Percentage Interests, the default shall be deemed cured.

(c) Credits and Debits to Capital Account. A separate capital account shall be maintained for each Member

(i) to which shall be credited:

(A) The amount of money and fair market value of other property comprising the Member's capital contributions,

(B) Any allocations of Company income, gains, and profits made to the Member for book purposes under paragraph 4, and

(C) The amount of any Company liabilities that are assumed by the Member or that are secured by any Company property distributed to the Member; and

(ii) to which shall be debited:

(A) The amount of cash and the fair market value of any Company property distributed to the Member pursuant to any provision of this Agreement,

(B) Any allocations of Company deductions and losses made to the Member for book purposes under paragraph 4, and

(C) The amount of any liabilities of the Member that are assumed by the Company or that are secured by any property contributed by the Member to the Company.

(d) Treasury Regulations Section 1.704-1(b) Compliance. Paragraph 3(c) and any other provisions of this Agreement relating to the maintenance of capital accounts are intended to comply with Treasury Regulations Section 1.704-1(b), as amended, and shall be interpreted, applied, and modified to the extent necessary to comply with such Regulations. For all purposes of this Agreement, the phrase "for book purposes" shall be construed and applied according to the provisions of Treasury Regulations Section 1.704-1(b).

(e) Adjustment of Values. The gross value of Company property for book purposes, and the capital accounts of the Members, shall be simultaneously adjusted to reflect the gross fair market value (as determined in good faith by the affirmative vote of at least 100% in voting interest of the Members as required by paragraph 7(c)) of such assets as if the Company recognized gain or loss (determined with reference to the Company's bases in its assets for book purposes) in an actual disposition of such assets (i) at such times as is permitted under (and pursuant to the rules of) Treasury Regulations Section 1.704-1(b), as amended, and (ii) upon any other change in a Member's Percentage Interest (defined in paragraph 4(a)). Any such adjustment to the individual capital accounts of the Members shall be made by allocations of any such deemed gains or losses in accordance with the Members' relative interests in such gains or losses as provided in paragraph 4 in effect immediately before the triggering event described in items "(i)" and "(ii)" of this subparagraph (e). If the Members are unable to agree by the affirmative vote described above regarding the gross fair market value of Company assets, or if any Member otherwise requests the valuation determination to be made by appraisal, such value shall be determined by appraisal as follows. The Members unanimously shall select two qualified appraisers, such two appraisers shall then appoint a third qualified appraiser, and the three appraisers separately shall appraise such gross fair market

value. The average of the two appraisals which are closest in amount shall be binding upon the parties hereto, and the other appraisal shall be ignored. The Company shall pay all expenses involved with such appraisers unless a Member requests an appraisal determination of value as provided above, in which case the costs of the appraisal shall be paid by the requesting Member. For purposes hereof, a qualified appraiser shall be any entity or person who regularly engages in the valuation of assets of the kind and nature owned by the Company and who holds themselves out as being in such business and qualified to make such valuation.

(f) Transfer of Interest. In the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the capital account of the transferor to the extent it relates to the transferred interest.

(g) Limitation on Personal Liability. Except as otherwise provided by the Act or this Agreement, no Member of the Company, as identified on the signature page hereof or who subsequent to the date hereof becomes a Member, shall be personally liable for or obligated to contribute money or property to or in respect of the debts, liabilities, contracts, or any other obligations of the Company (unless he was so liable prior to becoming a Member). Except as otherwise provided in this Agreement, no Member shall be liable to restore a deficit balance in his capital account.

(h) No Interest to be Paid. No interest shall be paid on the capital accounts of the Members in the Company.

4. PROFIT AND LOSS.

(a) General. Generally, except as otherwise provided in this paragraph 4, the net profits and the net losses of the Company for book and tax purposes shall be allocated to the Members in the proportions of their "Percentage Interests", as follows:

<u>Members</u>	<u>Percentage Interest</u>
Pleasant View MM LLC	100.00%

(b) Stop Loss Allocations. Notwithstanding paragraph 4(a), no allocation of loss or deduction shall be made which causes or increases a deficit balance in any Member's capital account as adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(d) (unless such allocation is otherwise permitted by such Section); and any such deduction or loss allocation shall instead be

made to the Members who are permitted to receive the same in accordance with the provisions of this Agreement.

(c) Qualified Income Offset. Notwithstanding paragraph 4(a), allocations of income and gain shall be made to the Members at such times and in such manner as required by the qualified income offset provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) in order to eliminate any "adjusted" (within the meaning of such Section) deficit capital account balances which may exist.

(d) Gross Income Allocations. In the event that any Member receives a distribution that causes or increases a deficit (which he is not liable to restore) capital account balance (as maintained and adjusted pursuant to paragraph 3) after taking into account all other provisions concerning allocations of profits and losses of this Agreement, such Member shall be allocated items of gross income or gain for the tax year of such distribution in an amount sufficient to eliminate such deficit.

(e) Allocations in Respect of Nonrecourse Liabilities. To the extent that the Company incurs any nonrecourse liabilities as described in Treasury Regulations Section 1.704-2, the following provisions shall apply notwithstanding paragraph 4(a) hereof:

(i) Nonrecourse Deductions. Partner nonrecourse deductions shall be allocated to the Members based upon the ratios in which they bear the economic risk of loss for the applicable liability, and allocations of other nonrecourse deductions shall be made to the Members in accordance with their Percentage Interests in effect under Paragraph 4(a); all as determined in compliance with Treasury Regulations Section 1.704-2, as amended or modified from time to time.

(ii) Minimum Gain Chargeback. Allocations of items of income and gain of the Company for any taxable year shall be made, prior to any other allocation for such year under this Agreement or otherwise, to the Members as required by the minimum gain chargeback provisions of Treasury Regulations Section 1.704-2, as amended or modified from time to time.

(f) Curative Allocations. The Members acknowledge that allocations made pursuant to paragraphs 4(b)-(e) above (collectively, the "Regulatory Allocations") are intended to comply with certain requirements of Treasury Regulation Section 1.704-1(b) and may not be consistent with the manner in which the Members intend to share distributions of the Company. Accordingly, in the event any Regulatory Allocations are made to the Members, subsequent curative allocations provided for in this paragraph shall be made in a manner to prevent the Regulatory Allocations from

distorting the manner in which Company allocations and distributions are shared pursuant to paragraphs 4(a) and 5, respectively. Such curative allocations of items of Company income, gain, loss, and deduction shall be made to the extent possible in any tax year in amounts sufficient such that the aggregate cumulative Regulatory Allocations and the cumulative curative allocations required by this sentence are made to the Members in proportion to their Percentage Interests described in paragraph 4(a) above in effect during the time period affected by such allocations, as if the Regulatory Allocations had not occurred.

(g) Other Allocations Rules. Although it is intended that paragraph 4(a) be the general rule for allocations of book and tax income or loss, such allocations shall be adjusted or modified in any given instance to the extent necessary to comply with Section 704(b) and (c) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder. For purpose of determining the profits, losses, or any other items allocable to any period, profits, losses, and any such other items shall be determined on a daily, monthly, or other basis using any permissible method under Code Section 706 and the Treasury Regulations promulgated thereunder.

## 5. SALARIES AND DISTRIBUTIONS.

(a) Limitation of Member's Salary. No Member shall receive any salary, commission, or fee for services rendered to the Company unless the payment of such salary, commission, or fee is approved by a unanimous vote of the Members.

(b) Distributions of Cash Flow. Subject to paragraph 5(c), the net cash flow of the Company, as reasonably determined by the Managers, shall be distributed at such times as may be determined by the Managers (but no less frequently than annually) to the Members in accordance with the Percentage Interests which are in effect pursuant to paragraph 4(a) at the time of the distribution.

(c) Distribution upon Liquidation. In the event of termination and liquidation of the Company, then the assets of the Company remaining after settlement of Company obligations shall be distributed to the Members in accordance with their positive capital account balances as adjusted to fair market value pursuant to paragraph 3(e), except as otherwise provided in this Agreement. Any distribution to a Member to liquidate his interest in the Company other than during the liquidation of the Company, and except as otherwise provided in this Agreement, shall be in the amount of his positive capital account balance adjusted as provided above.

(d) Distribution in Kind. If any of the assets of the Company are to be distributed in kind, the fair market value of such assets shall be determined in accordance with paragraph 3(e) as of the time of such distribution. Allocations to the Members' capital accounts (using the methodology described in paragraph 3(e)) shall be made of the amount of gain or loss, if any, which would have been realized by the Company if such assets had been sold by the Company for prices equal to their respective fair market values as so determined. Such assets shall be distributed on the basis of the fair market value thereof and any Member entitled to any interest in such assets shall receive the same by separate distribution of such assets or by distributions of undivided interests therein with all other Members so entitled, as is determined by the unanimous agreement of the Members.

6. EXCESS LOAN AND CAPITAL TRANSACTIONS PROCEEDS. In the event that a loan is obtained on security of Company property in substitution or in addition to any existing loan or in the event of the sale or other disposition of such property in whole or in part, then, upon the consummation of such loan or the sale or other disposition of such property, as the case may be, the proceeds thereof shall be applied in the following order: (a) to the discharge of any existing loan, if necessary; (b) to the payment of the expenses incidental to such loan or the expenses of sale, and any unpaid expenses of operation or maintenance of such property, as the case may be; and (c) any remaining balance to be distributed to the Members as provided in paragraph 5(b), subject to paragraph 5(c).

7. MEMBERSHIP.

(a) In General. Any Member identified on the signature page of this Agreement or who becomes a new Member upon compliance with paragraph 18 below shall continue as a Member until his membership in the Company ceases. A Member's membership in the Company shall cease upon the events specified in the Act, including, without limitation: the Member's voluntary withdrawal from the Company (if permitted by paragraph 11), the Member's assignment of its entire interest in the Company in accordance with this Agreement, the removal of the Member as provided in this Agreement, an act of Bankruptcy by the Member as defined in paragraph 12, the Member's death or adjudication of incompetency, termination of a trust which is a Member, liquidation of a Member which is a partnership, LLC, or corporation, or distribution of its entire interest in the Company by an estate or trust Member or by a partnership, corporate, or LLC Member. When the Member's membership in the Company ceases, he shall have no rights greater than those of an assignee as provided in the Act.

(b) Rights Accruing to Members. All Members shall have access to such information and records of the Company as provided in the Act, subject to the limitations provided therein.

(c) Action by Members. For purposes of this Agreement, whenever a decision or action by the Members on behalf of the Company is called for and except as otherwise provided in this Agreement, then each Member shall be entitled to one vote (or fraction thereof) for each percentage point of his Percentage Interest as provided in paragraph 4(a) at such time. Except as otherwise provided in this Agreement, a majority vote of the Members shall be required to approve any such action or decision, provided that the following matters shall require the affirmative vote of at least 100% in voting interest of the Members:

(i) The amendment of this Agreement (except as to any matter the approval of which would require a greater affirmative vote, or except as to any of the economic rights of the Members, the amendment of which shall require the unanimous vote of the Members).

(ii) Merger of the Company,

(iii) The encumbrance, sale, transfer, or other disposition of all or substantially all of the assets of the Company,

(iv) The admission of a new Member to the Company, subject to compliance with paragraph 18 below,

(v) The adjustment of capital account balances of the Members described in paragraph 3(e),

(vi) The contribution of additional capital to the Company pursuant to paragraph 3(b),

(vii) The incurrence of indebtedness by the Company other than in the ordinary course of business,

(viii) A fundamental change in the nature of the business of the Company,  
and

(ix) The dissolution and liquidation of the Company as provided in paragraph 15 below.

(d) Waiver of Right of Partition. Each of the Members irrevocably waives during the term of the Company any right to maintain any action for partition with respect to the Company's property.

8. MANAGEMENT.

(a) Initial Manager. All Members are not necessarily managers by virtue of their status as Members, and a manager need not be a Member of the Company. Notwithstanding anything to the contrary herein, the initial manager of the Company (the "Manager(s)") shall be:

Pleasant View MM LLC

Each Manager shall continue as a Manager of the Company with all rights, authority, and responsibilities provided in this Agreement until the time that he ceases to be a Manager as provided in paragraph 8(d) below, whereupon his successor shall be appointed as provided therein.

(b) Authority of Manager. Any decisions made by the Managers shall require the affirmative vote of a majority of the Managers. Subject to the voting rights as provided in this Agreement, the Managers shall have all of the rights and powers which may be possessed by Managers under the Act including, without limitation, the right and power to:

(i) acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(ii) operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(iii) borrow money and issue evidences of indebtedness necessary, convenient, or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any Company property;

(iv) execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, development and operation of Company property and Company business;

(v) execute, in furtherance of any or all of the purposes of the Company, any deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract, or other instrument purporting to obligate the Company or convey or encumber any or all of the Company property;

(vi) prepay in whole or in part, refinance, recast, increase, modify, or extend any liabilities affecting the Company property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Company property;

(vii) care for and distribute funds to the Members by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(viii) contract on behalf of the Company for the employment and services of employees and independent contractors and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company; and

(ix) engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Company property and Managers liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by an LLC under the laws of each state in which the Company is then formed or qualified.

The actions of the Managers hereunder shall be binding upon the Company. Any document, instrument, or agreement shall require the signature of all of the Manager(s) in order to be a valid and binding obligation of the Company. No Manager shall be liable, responsible or accountable in damages or otherwise to any of the Members for any acts performed by the Manager within the scope of his authority except for acts of willful misconduct, fraud, bad faith, gross negligence, or breach of his obligations or representations under this Agreement or any other agreement with or obligation to the Company.

(c) Reimbursement of Expenses. Each of the Members and Managers shall be entitled to reimbursement from the Company for direct expenses attributable to the organization, operation, and management of the Company, provided such expenses are approved as provided in or permitted by this Agreement.

(d) Resignation or Removal of Manager. Any Manager may resign or be removed for cause by the affirmative vote of 100% of the voting interest of the Members as determined in this paragraph 8. The term "for cause" shall mean:

- (i) A Manager's failure or refusal to perform those duties which he is required hereunder or by law to perform in furtherance of the business of the Company;
- (ii) A Manager's intentional activity which causes material injury to the Company;
- (iii) A Manager's committing a fraud against the Company or using or appropriating for personal use or benefit funds or properties of the Company when not authorized to do so;
- (iv) A Manager's committing an act of gross negligence regarding the business of the Company; or
- (v) In conducting his own affairs or those of the Company, a Manager's jeopardizing the status of the Company for purposes of federal income taxation in accordance with the then existing provisions of the Internal Revenue Code, as amended, and the regulations promulgated thereunder, or the policies of the Internal Revenue Service.

Upon a Manager's resignation, removal, death, adjudication or other determination (as provided below) of incompetence, or upon any other event specified in the Act, the affected Manager shall cease to be a Manager and the Members upon the agreement of a majority in voting interest shall elect a successor Manager to replace the former Manager. A Manager shall be deemed incompetent (for purposes of the preceding sentence) upon the agreement of at least 50% in voting interest of the Members, and the written certification of incompetence by a duly licensed physician selected by at least 50% in voting interest of the Members. If the Members fail to elect a successor Manager leaving the Company without one, then the Company shall liquidate and terminate as provided in paragraph 5(c).

(e) Other Rights of Managers. Each of the Managers and Members may have other business interests and may engage in any other business or trade, profession, or employment whatsoever, on his own account, or in partnership with or as an employee of or as an officer, director, shareholder, manager, member or partner of any person, firm, corporation, LLC, or partnership, and he shall not be required to devote his entire time to the business of the Company. No Manager or Member shall be obligated to devote more time and attention to the conduct of the

business of the Company than shall be required for the supervision of the ownership, development, operation, and management of the Company's property and business.

(f) Contracting with Manager. The Company is expressly permitted in the normal course of its business to enter into transactions with a Manager or with any Affiliate (as hereinafter defined) of a Manager, provided that the price and other terms of such transactions are fair to the Company and that the price and other terms of such transaction are not less favorable to the Company than those generally prevailing with respect to comparable transactions. The term "Affiliate" shall mean any member, manager, shareholder or partner in or of a Manager, or any LLC, corporation, partnership or other entity in which a Manager or any member, manager, shareholder or partner of a Manager has an interest, or any person related by blood or marriage to the Manager.

(g) Partnership Representative. The person specifically authorized to act as the "Partnership Representative" under the Code and in any similar capacity under federal, state or local law is: Pleasant View MM LLC

9. INDEMNIFICATION. The Company shall indemnify every Manager in respect of payments made and personal liabilities reasonably incurred by the Manager in the authorized conduct of the Company's business or for the preservation of its business or property. Except as provided below or as otherwise provided in the Act, no Manager shall be personally liable for monetary damages for breach of any duty to the Company, and the Company shall indemnify any Manager or Member against judgements, settlements, penalties, fines, or expenses incurred in a proceeding to which such Manager or Member is a party because he is or was a Manager or Member of the Company, as provided in the Act. Notwithstanding the foregoing, the personal liability of a Manager shall not be limited and the Company shall not indemnify him with respect to (i) acts or omissions that the Manager knew at the time of such acts or omissions were clearly in conflict with the interests of the Company, (ii) any transaction from which the Manager derived an improper personal benefit, (iii) acts or omissions occurring prior to the date of this Agreement, all as provided in the Act, or (iv) matters expressed in the last sentence of paragraph 8(b) for which the Manager would be liable.

10. ASSIGNMENT.

(a) General Prohibition on Assignment. Except as otherwise provided in this Agreement, each Member is prohibited from selling, assigning, transferring, setting over, mortgaging, creating a security interest in, or hypothecating his interest in the Company or the Company assets in any

manner whatsoever, including without limitation transfers incident to separation, divorce, or equitable distribution, nor may the interest of any of the Members in the Company or the Company assets be transferred by operation of law or by any assignment by operation of law, unless otherwise agreed in writing by all Members. Any assignment in violation of this paragraph 10 shall be null and void.

(b) Right of First Refusal. The foregoing notwithstanding, if a Member ("Selling Member") desires to sell his interest in the Company, the Selling Member shall in writing express such an intention and make an offer ("the Offer") to the other Members to purchase the Selling Member's interest at a Purchase Price equal to the book value of the Selling Member's capital account plus the Selling Member's share of one hundred fifty percent (150%) of the average of the prior two (2) calendar years earnings as determined by the certified public accountant regularly employed by the Company for the most recent reporting period preceding the purchase and upon the payment terms contained in paragraph 12(b) herein. The other Members shall have sixty (60) days from receipt of the Offer within which to accept the Offer. Any of the other Members collectively desiring to purchase all, but not less than all, of the membership interest being offered, shall do so in the proportions that their Percentage Interests bear one to the other; provided that if any such Member does not want to purchase the full portion of the interest to which he is entitled, such portion may be purchased by the other purchasers in the manner provided above. Alternatively, if all of the other Members agree, the Company may exercise this first right of refusal and purchase and liquidate the Selling Member's interest upon the terms and conditions of this paragraph. If the other Members or the Company do not accept the Offer to purchase the entire membership interest being offered within sixty (60) days of its receipt, then the Selling Member may transfer his interest pursuant to a bona fide purchaser provided that such transfer occurs within ninety (90) days after the receipt of the Offer by the other Members. Such transfer shall only entitle the transferee to the transferor's interests in the Company's profits and losses, distributions, and capital as an assignee in accordance with the Act, and the transferee shall receive the same only as provided in this Agreement. Such transfer shall not entitle the transferee to become a Member in the Company and the transferee can only become a Member pursuant to the provisions of paragraph 18 hereof. In the event that the Selling Member shall not make such transfer within the aforesaid time period then the preceding provisions of this paragraph shall again be complied with and a new offer shall be made before any transfer may thereafter be made. Any transferee or assignee of an interest pursuant to this

Agreement (who has not become a Member) shall have all the obligations imposed upon a Member as set forth in this Agreement with respect to the transferred interest.

(c) Special Assignment Rights. Notwithstanding the foregoing, each Member may from time to time transfer a portion or portions of his interest in the Company as a gift directly to or in trust for the benefit of his spouse, children, and issue provided the Grantor-Member remains as a Member and retains some interest in the Company. In the event of any such family transfer, all of such transferred membership interest shall be attributed to the Grantor-Member for purposes of obligations hereunder including contribution among the Members, and the transferee is entitled to become a Member of the Company only as provided in paragraph 18.

11. WITHDRAWAL. Without the unanimous written consent of the Members, except as provided below a Member may not voluntarily withdraw from the Company and thereby require the Company to dissolve and liquidate or to purchase or redeem such Member's interest.

12. EXPULSION.

(a) Default of a Member. Should any Member (a "defaulting Member") violate any of the provisions of this Agreement including (but not limited to) the failure to make any capital contribution required under paragraph 3 (which violation remains uncured thirty (30) days after written notice thereof to the defaulting Member, or in the case of a requirement to contribute money to the Company, within five (5) days after written request therefor has been given); or withdraw or attempt to withdraw from the Company in breach of this Agreement; or transfer or attempt to transfer his interest in breach of this Agreement; or become Bankrupt as defined in paragraph 12(c); (any of such events constituting a "default") then, a majority in voting interest of the remaining Members shall have the right within the six (6) month period after the event constituting the default (irrespective of any cure or attempt to cure subsequent to the default) to elect that the defaulting Member's interest in the Company be purchased and redeemed by the Company, the election to be exercised by written notice to the defaulting Member. If such written notice is given, the defaulting Member shall be deemed to withdraw from the Company on the date fixed in such notice (the "Effective Date"), which must be on the last day of a month not later than sixty (60) days after such notice is given. On such withdrawal, the defaulting Member shall be entitled to be paid by the Company an amount for his membership interest calculated and payable as provided below. Any loss due to such default shall be charged against the capital account of the defaulting Member before he is entitled to receive the above payment. A defaulting Member shall not be entitled to any voting

rights as to any matter of Company business while any such default shall remain uncured. For all purposes of this paragraph 12, any such event of default by (i) an assignee of a membership interest hereunder (if such assignee has not in fact become a Member), or (ii) a shareholder, partner, or member of a Member which is a corporation, partnership, or LLC, shall be deemed a default by such assignee or Member and shall subject such assignee's or such Member's interest to the purchase options of this paragraph.

(b) Price to Be Paid. The price to be paid for a defaulting Member's interest shall be equal to eighty percent (80%) of the capital account balance of the defaulting Member as of the Effective Date, which valuation is intended to reflect liquidated damages as a compensatory measure in favor of the nondefaulting Members as a result of the default. Unless otherwise agreed to by the parties, the purchase price shall be paid on a level payment amortization basis, with principal and interest being due and payable in three (3) equal annual installments beginning one (1) year after the Effective Date, with interest on the unpaid balance accruing from the Effective Date at a fixed rate equal to the Prime Rate as established by Bank of America, N.A. existing on the Effective Date but in no event less than the applicable federal rate established pursuant to the Code for such month. The Company shall execute a promissory note in the amount of the purchase price in accordance with the terms hereof which shall be secured as provided in paragraph 14. The closing of the purchase shall occur within thirty (30) days after the Effective Date.

(c) Special Provisions. For purposes of this Agreement, the term "Bankruptcy" shall mean and a Member shall be deemed "Bankrupt" upon (i) the entry of a decree or order for relief of such Member or adjudication of such Member's insolvency by a court of competent jurisdiction in any involuntary case involving such Member under any bankruptcy, insolvency or other similar law now or hereafter in effect; (ii) the Member's seeking, consenting to, or acquiescing in, the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar agent for such Member or for any substantial part of such Member's assets or property; (iii) the ordering of the winding up or liquidation of such Member's affairs or of any substantial part of such Member's assets or property; (iv) the Member's filing of a petition or answer seeking for such Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (v) the commencement by such Member of a voluntary case under any bankruptcy, insolvency or other similar law now or hereafter in effect; (vi) the Member's filing an answer or other pleading admitting or failing to contest the material allegations of a petition

filed against the Member in any proceeding described in the prior items of this paragraph; (vii) the making by such Member of any general assignment for the benefit of creditors; (viii) the continuation of any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, for 120 days after the commencement thereof; or (ix) the appointment of a trustee, receiver, or liquidator for the person or all or any substantial part of the person's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for 120 days or, if the appointment is stayed, for 120 days after the expiration of the stay during which period the appointment is not vacated

13. DEATH. Upon the death of any Member or assignee, the surviving Members shall have the right to purchase all of the decedent's interest in the Company exercisable upon written notice to the decedent's personal representative (the "P.R.") within six (6) months after the date of death. The P.R. shall continue as a Member (if decedent was a Member) until the decedent's estate transfers its interest in the Company as provided below. Such right to purchase shall be exercised by all surviving Members desiring to participate in the purchase in the proportions that their Percentage Interests bear one to the other; provided that if any such Member does not want to purchase the full portion of the interest to which he is entitled, such portion may be purchased by the other purchasers in the manner provided above. Such rights to purchase shall apply only to and be effective only for all of the decedent's interest in the Company. The purchase price shall be equal to the decedent's capital account balance plus the decedent's share of one hundred fifty percent (150%) of the average of the prior two (2) calendar years earnings as determined by the certified public accountant regularly employed by the Company for the most recent reporting period preceding the event which triggers the purchase.

Payment of the purchase price shall be made in the same manner as that provided in paragraph 12 above, except that the Effective Date of withdrawal of the decedent shall be the date of such written notice to the P.R., the closing of such purchase shall occur within thirty (30) days after the Effective Date, and any deferred payment shall be secured as provided in paragraph 14. Alternatively, if all remaining Members agree the Company may exercise this option to purchase and liquidate the decedent's interest upon the terms and conditions of this paragraph. If the Company and the Company business are continued as provided in paragraph 15 then, subject to the foregoing options, the decedent's heir, legatee or beneficiary, as the case may be, shall succeed to the

decedent's interest in the Company in the same manner and in all respects as the decedent and become a Member if decedent was a Member, upon execution of a written undertaking to become a party to this Agreement.

14. SECURITY FOR PAYMENT. Except as otherwise provided in this Agreement, if any part of the purchase price payable to a Member hereunder is paid by the purchaser's delivery of a promissory note payable to the selling Member, then the purchaser shall secure such deferred payment as follows. If the purchaser is another Member, then the purchasing Member shall grant to the selling Member a security interest in the membership interest being purchased. The security interest shall be perfected by the purchaser's (i) executing financing statements in form suitable to the selling Member and filing the same in the Secretary of State's office in Virginia and in the Register of Deeds' office in the county of residence of the purchasing Member and in such other places as shall be necessary to perfect the security interest of the selling Member, and (ii) undertaking any other actions as shall be necessary to perfect the security interest of the selling Member. If the purchaser is the Company, the Company shall deliver with its promissory note to the selling Member a deed of trust on the Company's real property (subject to any existing deed of trust or other encumbrance on the same) in form suitable to the selling Member, which deed of trust shall be recorded as required by law to perfect the selling Member's security in the same. If the Company has no real property, the Company shall grant to the selling Member a security interest in its personal property (subject to any existing perfected security interest thereon), which shall be perfected by the Company's executing and filing financing statements as provided above. So long as any part of the purchase price is unpaid, the selling Member shall have all of the rights, elections and remedies available to a secured party under the Uniform Commercial Code as in effect in the State of Virginia.

15. DISSOLUTION AND WINDING UP. The Company shall be dissolved and its affairs wound up upon the time specified in paragraph 2 for termination or upon the vote of the Members as provided in paragraph 7(c). Unless otherwise required by law or this paragraph, no event, including a Member's cessation of membership in the Company, shall dissolve the Company. Notwithstanding the foregoing, if any such dissolution of the Company occurs pursuant to requirement of law or otherwise, the Company shall continue and not be liquidated and terminated if (i) there is at least one remaining Member and (ii) the remaining Members elect to continue the Company pursuant to the affirmative vote of a majority of the voting interests of the remaining Members, such election to be made within ninety (90) days after the event of dissolution. If the

Company is dissolved and is not continued as provided above, the Managers shall wind up the affairs of the Company and liquidate and terminate the Company in accordance with the provisions of the Act and paragraph 5(c).

16. BANKING. All funds of the Company shall be deposited in its name in such checking account or accounts as shall be designated unanimously by the Managers. All withdrawals therefrom are to be made upon checks signed by a signatory designated to the bank by the Managers.

17. BOOKS. The Company shall maintain such books and records as the Managers unanimously shall deem adequate. All books, records and accounts of the Company shall be open to all Members during normal business hours. For the purpose of Company accounting and for income tax reporting, the books shall be maintained on a cash or accrual basis as the Managers unanimously shall determine. The Company's fiscal year shall be the calendar year. At the close of each fiscal year, the Company's books shall be closed and the Managers may cause the books to be audited, reviewed, or compiled by an independent certified public accountant. Statements showing the results of operation shall be prepared and supplied to all Members.

18. ADMISSION OF MEMBERS. Except as otherwise provided in this Agreement, new Members shall be admitted into the Company only upon the vote of the Members as provided in paragraph 7(c), and such new Member's 1) making any capital contribution to the Company required by the Managers, and 2) signing an agreement to observe and be bound by all terms and provisions of this Agreement.

19. NOTICES. All notices shall be given in person, or by registered or certified mail or by overnight mail carrier addressed to the Members at their most recent addresses as maintained in the books and records of the Company. Any Member may change such address by written notice sent by registered or certified mail to the Company.

20. APPLICABLE LAW. This Agreement, the relations, rights, and duties of the Members among themselves, and all matters pertaining to the Company and its property shall be governed by the statutes and laws of the State of Virginia applicable to limited liability companies.

21. INUREMENT. The covenants and agreements contained herein shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, personal representatives, successors in interest, heirs or legatees, and assigns.

22. RIGHT OF FIRST REFUSAL AGREEMENT. The Company shall enter a Right of First Refusal Agreement with Southeastern Housing Preservation, Inc. in a form reasonably

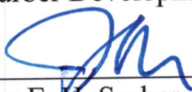
acceptable to the Company, Southeastern Housing Preservation, Inc. and Virginia Housing and Development Authority.

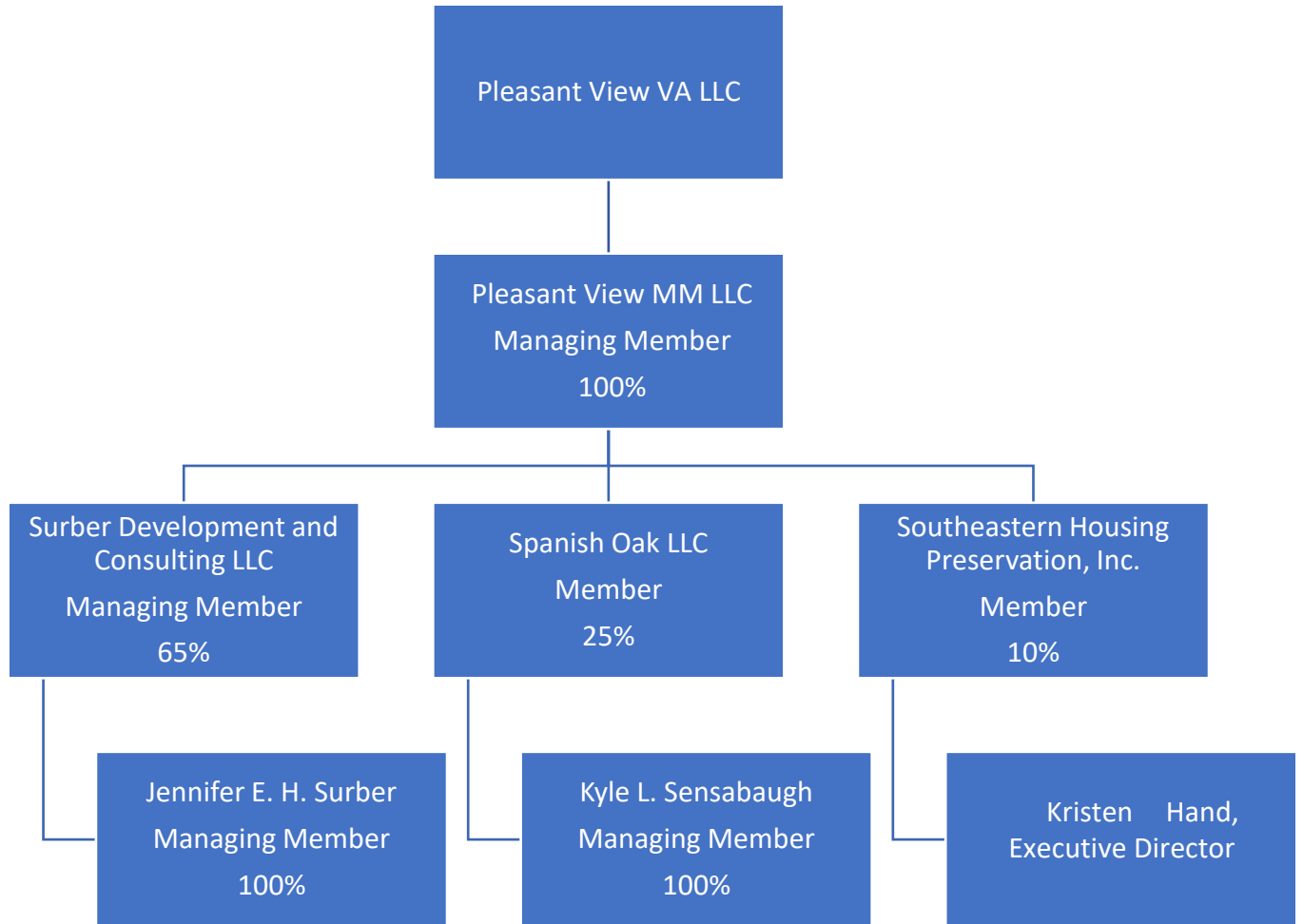
[signature on following page]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

Pleasant View MM LLC

By: Surber Development and Consulting LLC, Managing Member

By:   
Jennifer E. H. Surber, Managing Member



# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, December 11, 2020

This is to certify that the certificate of organization of

### **Pleasant View VA LLC**

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

Effective date: December 11, 2020



STATE CORPORATION COMMISSION

Attest:

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

Interim Clerk of the Commission

# **Tab C:**

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

March 6, 2026

Jen Surber  
Surber Development and Consulting LLC  
120 Green Tree Circle  
Bristol, VA 24201

RE: Pleasant View  
Strasburg, Virginia

Dear Ms. Surber:

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 31 Limited Partnership (“CEF 31”) 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 \$10,875,472 could be made for a 99.99% ownership interest. The estimated contribution is based on a reservation and allocation of \$12,948,280 for the federal low-income housing tax credits (“LIHTC”). The net equity pricing for credits delivered to a CAHEC fund is \$0.84 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:

$$\$10,875,472 \div (\$1,294,828 \times 99.99\% \times 10) = \$0.84$$

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 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,

*Caroline Morgan*

Caroline Morgan  
Acquisitions Manager

# **Tab D:**

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

NA

# **Tab E:**

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

## OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement"), made and entered into as of the 9th day of August, 2023 ("Effective Date") by and between PLEASANT VIEW VA LLC, a Virginia limited liability company (hereinafter called "Buyer"), and MOWERY FAMILY PROPERTIES, LLC (hereinafter called "Seller");

### WITNESSETH:

That for and in consideration of Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "Option Money") and other good and valuable considerations, which must be received by August 11, 2023, and in further consideration of the mutual promises and conditions expressed below, Seller hereby grants to Buyer the sole and exclusive right to purchase, at the price and subject to the terms, conditions and provisions hereinafter stated that property containing approximately 9.89 acres in Strasburg, Virginia as shown on **Exhibit A** attached hereto ("Property").

NOW, THEREFORE, the parties hereto agree each with the other as follows:

1. **Term.** This Option shall become effective on the Effective Date and shall exist and continue through midnight on the 30th day of October, 2024, at which time it will expire (the foregoing time period and any extended term, if any, shall be deemed the "Option Term").

2. **Option Money.** The Option Money shall be paid by Buyer to Seller no more than ten (10) days after the Effective Date and shall be credited against the Purchase Price.

Buyer shall apply for a 2024 award of low-income housing tax credits ("Tax Credits") with Virginia Housing for a multifamily apartment complex to be constructed on the Property. No more than ten (10) days after Virginia Housing posts the final rankings for 2024 ("2024 Rankings") which is anticipated to be no later than June 24, 2024, Buyer shall either (i) terminate this Option by July 10, 2024 and the Option Money shall be retained by Seller or (ii) if the Option is not terminated by July 10, 2024, the Option Money shall be credited against the Purchase Price and Buyer shall deliver an additional Fifty Thousand and No/100 Dollars (\$50,000.00) of option money which shall be non-refundable and will be credited against the Purchase Price ("**Additional Option Money**"). Should Buyer fail to provide Seller with the Additional Option Money by July 10, 2024, all rights of Buyer shall cease and terminate and all of the Option Money shall be retained by Seller.

3. **Exercise of Option.** The Option herein granted may be exercised only by the giving of written notice of exercise of the Option to Seller by Buyer prior to the expiration of the Option Term, which notice shall be in accordance with the provisions of Paragraph 13 hereof. If this Option Agreement is not exercised during the Option Term, all rights of Buyer shall cease and terminate and all of the Option Money and all of the Additional Option Money shall be **retained by Seller**. Should Buyer provide notice to Seller of Buyer's desire to terminate the Option prior to July 10, 2024, then Seller will retain only the Option Money and not the Additional Option Money in accordance with paragraph 2 herein above.

4. Purchase Price. The Purchase Price for the Property shall be \$950,000.00.

5. Closing Date. Closing shall be no later than March 31, 2025 or earlier upon no less than five (5) days' notice to Seller. Notwithstanding the foregoing, Buyer may extend the Closing by three (3), sixty (60) day periods by providing Seller written notice of extension and \$10,000.00 ("Extension Fee") per extension prior to the expiration of the then existing Closing. The Extension Fee shall be non-refundable and applicable to the Purchase Price.

6. Title. At Closing, Seller shall deliver to Buyer indefeasible and marketable fee simple title to the Property, free and clear of any deeds of trust, liens, security interests, encumbrances or other restrictions other than matters or conditions (i) currently existing of record, (ii) that would be disclosed by a survey or inspection of the Property, (iii) or which are caused by Buyer, its agents, employees or representatives. No later than sixty (60) days after exercise of the Option, Buyer shall conduct its title search and obtain a title insurance commitment. If the title search reveals any objectionable title matters (in Buyer's reasonable discretion), Buyer shall notify Seller, within 10 days thereafter, in writing of any defect or condition related to the title insurance commitment that materially affects the title to the Property or the use of the Property as a multi-family residential development. Seller shall have five (5) days after the receipt of such written notice to notify Buyer if it intends to correct said defects or conditions. If Seller is unable or unwilling to correct such defects or conditions within sixty (60) days thereafter, and unless Buyer agrees in writing to purchase the Property with the particular defect or condition uncorrected, Buyer shall have the option to terminate this Agreement and receive a return of the Option Money, if any, regardless of whether the Option has been exercised. If Seller declines to correct such defects or is unable or unwilling to correct such defects within said sixty (60) days period, Buyer shall then have five (5) days in which to notify Seller of the Buyer's election to terminate this Agreement. The failure of the Buyer to give Seller written notice of its election to terminate the Agreement shall constitute a waiver of the condition or defect and shall be deemed an election to purchase the Property with the particular defect or condition uncorrected.

Title shall be conveyed by a general warranty deed in recordable form conveying marketable indefeasible, fee simple (in fact, and insurable so to be) title, free and clear of all liens and encumbrances save and except only matters or conditions permitted pursuant to the foregoing paragraph and exceptions consented to by Buyer as set forth in the foregoing paragraph, and ad valorem taxes for the calendar year of Closing (to be prorated on a calendar year basis as of the Closing Date. Except as consented to by Buyer, Seller shall do nothing which impairs such title to the Property as Seller now owns during the Option Term.

7. Closing Costs. At closing Seller shall pay the cost of the deed preparation, the statutory Grantor's tax, any instruments which may be required to clear the title of any prior liens (if agreed by Seller in writing in accordance with Section 6 above), and any counsel fees for counsel employed or retained by Seller. Buyer shall pay for title examination, title policy, surveys, recording fees, all State and Local Grantee tax, and for any counsel fees Buyer incurs in the transaction. Seller is not responsible for any fees charged by Buyer's chosen settlement agent. Buyer shall pay the special use permit fees. Rents and ad valorem property taxes shall be prorated on a calendar year basis and the tenant security deposits shall be transferred to Buyer with Buyer being credited with the day of Closing.

8. Subdivision. Seller represents that no subdivision is legally required to convey the Property to Buyer.

9. Inspection. Seller does hereby agree to provide access to Buyer and its engineers and agents to the Property for purposes of undertaking such surveys, inspections or such other tests and analyses as Buyer may deem necessary and appropriate. Seller consents to Buyer applying for any zoning and/or land use permits, applying for a reservation of housing tax credits from the Virginia Housing Development Authority, determining the permits, approvals and licenses necessary for its use of the Property, performing tests and audits at the Property, securing any approvals from the Commonwealth of Virginia and local municipalities that Buyer determines necessary, and conducting a survey of the Property. Seller shall cooperate reasonably with Buyer in any applications it files for zoning and/or land use permits; securing of approvals, licenses and permits; surveying the Property; obtaining title insurance; conducting tests and audits; and inspecting the property, but Seller shall not be required to agree to any proffers, conditions or other obligations that would attach to or be an obligation of the Property or of Seller should Closing not occur, nor shall Seller be required to incur more than incidental costs as part of Buyer's applications and similar approvals. All expenses associated with the inspection of the property and all applications, permitting and similar activities shall be paid for by Buyer. Buyer does hereby agree to indemnify and hold Seller, its members, managers, employees and agents, harmless from any loss or liability that may occur as a result of such inspection activity that may be undertaken by Buyer, its engineers or agents and this obligation shall survive any consummating or termination of this Agreement.

9.1 Buyer agrees that any information obtained by Buyer or Buyer's agents in the conduct of its inspections or other due diligence relating to the Property, from Seller or otherwise, shall be treated as confidential and shall be used only to evaluate the acquisition of the Property from Seller. Buyer agrees not to divulge, and to use best efforts (including, without limitation, informing Buyer's agents of the confidential nature of such information) to cause Buyer's agents not to divulge, the contents of such information.

9.2 In the event of the termination of this Agreement for any reason whatsoever other than a Seller default, Buyer shall deliver to Seller, at no cost to Seller, all documents, work papers, engineering and environmental studies and reports, and all other materials created or ordered by Buyer in connection with the transactions contemplated hereby, such information and documents to be delivered with any warranty or representations of any kind of Buyer.

9.3 Buyer covenants to provide Seller with complete copies of all applications for and documents related to Buyer's subdivision, rezoning, permits, applications or other approvals.

9.4 Seller shall provide Buyer copies of any due diligence items concerning the Property that are in Seller's possession or reasonably obtainable by Seller including, but not limited to, leases, tenant files, title insurance policies, surveys and environmental reports.

10. Condemnation. If prior to Closing all or any portion of the Property is taken by eminent domain, Buyer may at its option close on the Property, or may terminate this Option Agreement and receive a return of the Option Money. If Buyer elects to close, then Seller shall assign to Buyer the entire proceeds resulting from such taking and Buyer shall be entitled to pursue the claim and retain all it is able to collect for such taking.

11. Closing Documents. At Closing Seller will execute, acknowledge and deliver to Buyer a general warranty deed conveying title as hereinbefore required, an assignment of leases and security deposits, a bill of sale for any personal property transferred, such lien waivers or affidavits as Buyer's title insurer may reasonably require to insure against any possible unfiled and unpaid laborer's or materialmen's liens, together with such other papers and documents as may be reasonably necessary in connection with the completion of the closing.

12. Possession. Possession of the Property shall be delivered to Buyer at the time of Closing.

13. Notices. Any notice or other communications hereunder shall be in writing and shall be deemed to have been given (unless otherwise set forth herein), if delivered in person, delivered by facsimile, delivered by email, deposited with an overnight express agency, fees prepaid, or mailed by United States express, certified or registered mail, postage prepaid, return receipt requested, to the appropriate party at the following addresses:

Seller:  
Mowery Family Properties, LLC  
338 Royal Avenue  
Strasburg, VA 22657

Buyer:  
Pleasant View VA LLC  
120 Green Tree Circle  
Bristol, VA 24201  
Email: jensurber@surberdev.com

14. Representations of Seller. Seller represents and warrants to Buyer that, to the best of the knowledge of Seller, the following:

a. There is not now, nor has there ever been located in, on, or about the Property any pollutants, contaminants, gas or petroleum products, or other hazardous or toxic materials, the presence of which is either penalized or prohibited or removal required by any local, state, or federal government instrumentality or by applicable laws, statutes, or regulations except as may be disclosed in any prior environmental reports delivered to Buyer by Seller. The parties acknowledge that Buyer, as a part of its due diligence, may obtain a Phase I Environmental Audit, at the Buyer's sole cost and expense, to determine the environmental condition of the Property. If an environmental condition occurs which adversely affects the Property between the time of the initial Phase I and any Phase I update, then Buyer shall have the right to terminate this Agreement and receive a refund of all Option Money, regardless of whether the Option has been exercised.

b. The Option has been duly executed and delivered by Seller, constitutes the valid and binding agreement of Seller, and is enforceable in accordance with its terms.

c. There is no action, suit, or proceeding, pending or known to be threatened in writing, against Seller, the Property or which would affect the Property.

d. Seller has not filed a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency or bankruptcy law.

e. Seller has fee simple title to the Property, has the exclusive right of possession of the Property and there are no leases affecting the Property.

f. Seller has not entered into any agreement, oral or written, other than this Agreement and matters of record, with reference to the Property.

g. Seller has not received any written notice from any city, county or other governmental authority of any taking of the Property, or any portion thereof, by eminent domain or similar proceeding, and no such taking or other condemnation of the Property, or any portion thereof, shall be threatened or contemplated by any governmental authority.

h. Seller has no knowledge of any change or proposed change in the route, grade or width of or otherwise affecting, any street or road adjacent to or serving the Property.

15. Entire Agreement. This Agreement and any exhibits hereto and other documents incorporated or referred to herein, contains the entire Agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all the parties. Any and all references herein to the Seller or Buyer shall be deemed to include their respective successors, heirs or permitted assigns.

16. Buyer's Representations and Warranties.

a. The persons executing this Agreement on behalf of Buyer are duly authorized to do so and thereby bind Buyer hereto.

b. Buyer has all requisite power and authority to enter into and perform this Agreement and to incur the obligations provided for herein and has taken all action necessary to authorize the execution, delivery and performance of this Agreement.

c. This Agreement is valid, binding and enforceable in accordance with its terms.

17. Brokerage. Buyer and Seller warrant and represent to each other that they have dealt with no brokers or agents in this transaction except Seller is represented by Sager Real Estate whose commission will be paid by Seller pursuant to a separate agreement. If any other commission may be due and owing, the party whose alleged actions form the basis for such claim shall be fully responsible for such claim, without recourse to the other, each party hereby agreeing to save the other harmless from the payment of any such commission.

18. Assignment. At any time prior to Closing, Buyer shall have the right to assign all of its right, title and interest in and to this Agreement to any affiliate or any entity owned and controlled by, controlling, or under common control in whole or in part with Buyer or its principals. Otherwise, Buyer shall not have the right to transfer, convey or assign any or all of its right, title or interest in the Property or in and to this Agreement, without the prior written consent of Seller which may not be unreasonably withheld, conditioned or delayed.

19. Default. Should Buyer default under this Option and if and such default is not cured within ten (10) days of written notice from Seller to Buyer (or such additional period of time as shall be necessary to effect a cure provided Buyer is proceeding in good faith with a cure), there shall be deemed an event of default hereunder by Buyer. For any event of default by Buyer hereunder, Seller shall retain the Option Money and any Additional Option Money and Extension Fees previously provided to Seller pursuant to the terms of this Option Agreement as its sole and exclusive remedy.

In the event Seller shall default hereunder, Buyer may either elect to (i) terminate this Option, receive a return of the Option Money or (ii) seek specific performance of Seller's obligation to convey title to the Property to Buyer in accordance herewith. Under no circumstances shall Seller be liable to Buyer for any consequential, special or punitive damages of any kind.

20. Situs. This Agreement shall be governed in all respects by and construed under the laws of the Commonwealth of Virginia.

21. Effective Date. For the purposes of this Option, the "Effective Date" shall be the last date on which this Option is executed by either Buyer or Seller.

22. Time is of the Essence. Time is of the essence of this Agreement.

23. Recitals. The recitals are incorporated into this Agreement.

24. Buyer to pay the 1<sup>st</sup> half of 2024 real estate taxes due 6/5/2024 (Approximately \$1,000). Buyer to pay the 2<sup>nd</sup> half of 2024 real estate taxes due 12/5/2024 if option exercised by July 10, 2024.

25. At contract execution confirmation of Option Money deposited with escrow agent.

[signatures on following page]

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound, have executed this Agreement as of the day and year first above written.

BUYER:

PLEASANT VIEW VA LLC,  
a Virginia limited liability company

By: Surber Development and Consulting LLC,  
a Virginia limited liability company, Managing Member

By:   
Jennifer E. H. Surber, Managing Member

SELLER:

MOWERY FAMILY PROPERTIES, LLC

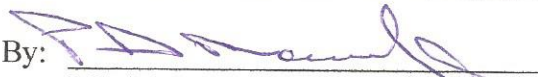
By:   
P.D. Mower, Jr. Manager / Member

EXHIBIT A

All that certain tract or parcel of real estate, situate, lying and being within the town limits of the Town of Strasburg, Davis Magisterial District, Shenandoah County, Virginia, containing 9.885 acres, more or less, as shown on a plat of survey prepared by Marsh & Legge Land Surveyors, P.L.C., dated May 8, 1997, of record in the Clerk's Office of the Circuit Court of Shenandoah County, Virginia, in Deed Book 787, Page 336.

# Pleasant View VA LLC

June 15, 2024

Mowery Family Properties, LLC  
338 Royal Avenue  
Strasburg, VA 22657

To Whom It May Concern:

Please accept this letter as formal notice to exercise the option dated August 9, 2023 between Pleasant View VA LLC and Mowery Family Properties, LLC for 9.89 acres in Strasburg, Virginia.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jen Surber', with a stylized flourish at the end.

Jen Surber  
Managing Member

COMMONWEALTH OF VIRGINIA  
CITY OF STRASBURG

FIRST AMENDMENT TO  
OPTION AGREEMENT

THIS FIRST AMENDMENT TO OPTION AGREEMENT ("First Amendment") is made as of the 19<sup>th</sup> day of August, 2025, by and between PLEASANT VIEW VA LLC, a Virginia limited liability company ("Buyer"), and MOWERY FAMILY PROPERTIES, LLC, a Virginia limited liability company ("Seller");

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Option Agreement dated August 9, 2023 ("Option") under which Seller granted Buyer an option to purchase that certain real property containing approximately 9.89 acres located in Strasburg, Virginia as more particularly described in the Option; and

WHEREAS, Buyer has exercised the Option; and

WHEREAS, Seller and Buyer wish to amend the Option as more particularly set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of One and 00/100 Dollar (\$1.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby agree as follows:

1. The above Recitals are hereby incorporated into this First Amendment.
2. Closing Date: Section 5 of the Option is amended and Closing shall now be on or before November 25, 2025.
3. Option Money Payments. Buyer shall pay Seller \$10,000.00 of additional option money for this closing extension to November 25, 2025 which sum shall be nonrefundable but applicable to the Purchase Price.
4. Unless otherwise herein modified, all defined terms in the Option used herein shall have the same meanings as used in that document. Except as amended herein, all terms and conditions of the Option shall remain in full force and effect. In the event of a conflict between this First Amendment and the Option, this First Amendment shall control. The terms and provisions of this First Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns, if any.

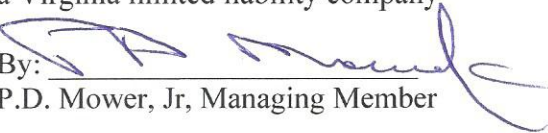
IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the day and year first above written.

BUYER:  
Pleasant View VA LLC,  
a Virginia limited liability company

By: Surber Development and Consulting LLC,  
a Virginia limited liability company, Managing Member

By:   
\_\_\_\_\_  
Jennifer E.H. Surber, Managing Member

SELLER:  
Mowery Family Properties, LLC,  
a Virginia limited liability company

By:   
\_\_\_\_\_  
P.D. Mower, Jr, Managing Member

COMMONWEALTH OF VIRGINIA  
CITY OF STRASBURG

SECOND AMENDMENT TO  
OPTION AGREEMENT

THIS SECOND AMENDMENT TO OPTION AGREEMENT ("First Amendment") is made as of the 4<sup>th</sup> day of October, 2025, by and between **PLEASANT VIEW VA LLC**, a Virginia limited liability company ("Buyer"), and **MOWERY FAMILY PROPERTIES, LLC**, a Virginia limited liability company ("Seller");

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Option Agreement dated August 9, 2023 as amended by that First Amendment to Option Agreement dated August 19, 2025 (collectively, "Option") under which Seller granted Buyer an option to purchase that certain real property containing approximately 9.89 acres located in Strasburg, Virginia as more particularly described in the Option; and

WHEREAS, Buyer has exercised the Option; and

WHEREAS, Seller and Buyer wish to amend the Option as more particularly set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of One and 00/100 Dollar (\$1.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby agree as follows:

1. The above Recitals are hereby incorporated into this Second Amendment.
2. Closing Date: Section 5 of the Option is amended and Closing shall now be on or before December 31, 2025.
3. Option Money Payments. Buyer shall pay Seller \$10,000.00 of additional option money for this closing extension to December 31, 2025 which sum shall be nonrefundable but applicable to the Purchase Price.
4. Unless otherwise herein modified, all defined terms in the Option used herein shall have the same meanings as used in that document. Except as amended herein, all terms and conditions of the Option shall remain in full force and effect. In the event of a conflict between this Second Amendment and the Option, this Second Amendment shall control. The terms and provisions of this Second Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns, if any.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the day and year first above written.

BUYER:  
Pleasant View VA LLC,  
a Virginia limited liability company

By: Surber Development and Consulting LLC,  
a Virginia limited liability company, Managing Member

By:   
Jennifer E.H. Surber, Managing Member

SELLER:  
Mowery Family Properties, LLC,  
a Virginia limited liability company

By:   
P.D. Mower, Jr, Managing Member

COMMONWEALTH OF VIRGINIA  
CITY OF STRASBURG

THIRD AMENDMENT TO  
OPTION AGREEMENT

THIS THIRD AMENDMENT TO OPTION AGREEMENT ("Third Amendment") is made as of the 3<sup>rd</sup> day of December, 2025, by and between **PLEASANT VIEW VA LLC**, a Virginia limited liability company ("Buyer"), and **MOWERY FAMILY PROPERTIES, LLC**, a Virginia limited liability company ("Seller");

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Option Agreement dated August 9, 2023 as amended by that First Amendment to Option Agreement dated August 19, 2025 and that Second Amendment to Option Agreement dated October 4, 2025 (collectively, "Option") under which Seller granted Buyer an option to purchase that certain real property containing approximately 9.89 acres located in Strasburg, Virginia as more particularly described in the Option; and

WHEREAS, Buyer has exercised the Option; and

WHEREAS, Seller and Buyer wish to amend the Option as more particularly set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of One and 00/100 Dollar (\$1.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby agree as follows:

1. The above Recitals are hereby incorporated into this Second Amendment.
2. Closing Date: Section 5 of the Option is amended and Closing shall now be on or before January 30, 2026.
3. Option Money Payments. Buyer shall pay Seller \$10,000.00 of additional option money for this closing extension to January 30, 2026 which sum shall be nonrefundable but applicable to the Purchase Price.
4. Unless otherwise herein modified, all defined terms in the Option used herein shall have the same meanings as used in that document. Except as amended herein, all terms and conditions of the Option shall remain in full force and effect. In the event of a conflict between this Third Amendment and the Option, this Third Amendment shall control. The terms and provisions of this Third Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns, if any.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the day and year first above written.

BUYER:  
Pleasant View VA LLC,  
a Virginia limited liability company

By: Surber Development and Consulting LLC,  
a Virginia limited liability company, Managing Member

By:   
Jennifer E.H. Surber, Managing Member

SELLER:  
Mowery Family Properties, LLC,  
a Virginia limited liability company

By:   
P.D. Mower, Jr, Managing Member

COMMONWEALTH OF VIRGINIA  
CITY OF STRASBURG

FOURTH AMENDMENT TO  
OPTION AGREEMENT

THIS FOURTH AMENDMENT TO OPTION AGREEMENT ("Fourth Amendment") is made as of the 27<sup>th</sup> day of January, 2026, by and between **PLEASANT VIEW VA LLC**, a Virginia limited liability company ("Buyer"), and **MOWERY FAMILY PROPERTIES, LLC**, a Virginia limited liability company ("Seller");

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Option Agreement dated August 9, 2023 as amended by that First Amendment to Option Agreement dated August 19, 2025 and that Second Amendment to Option Agreement dated October 4, 2025 and that Third Amendment to Option Agreement (collectively, "Option") under which Seller granted Buyer an option to purchase that certain real property containing approximately 9.89 acres located in Strasburg, Virginia as more particularly described in the Option; and

WHEREAS, Buyer has exercised the Option; and

WHEREAS, Seller and Buyer wish to amend the Option as more particularly set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of One and 00/100 Dollar (\$1.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby agree as follows:

1. The above Recitals are hereby incorporated into this Fourth Amendment.
2. Closing Date: Section 5 of the Option is amended and Closing shall now be on or before July 30, 2026.
3. Option Money Payments. Buyer shall pay Seller \$20,000.00 of additional option money upon receipt of the four executed necessary easements from property owners and required subordinations from any lien holders on Hupps Hill Court required to access public sewer for the development.
4. Closing Extensions. Buyer may extend the Closing for two (2) additional periods of thirty (30) days each by paying Seller \$25,000.00 of additional option money for each closing extension prior to the then existing closing date which sum shall be nonrefundable but applicable to the Purchase Price.

4. Unless otherwise herein modified, all defined terms in the Option used herein shall have the same meanings as used in that document. Except as amended herein, all terms and conditions of the Option shall remain in full force and effect. In the event of a conflict between this Fourth Amendment and the Option, this Fourth Amendment shall control. The terms and provisions of this Fourth Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns, if any.

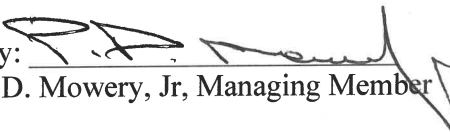
IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the day and year first above written.

BUYER:  
Pleasant View VA LLC,  
a Virginia limited liability company

By: Surber Development and Consulting LLC,  
a Virginia limited liability company, Managing Member

By:   
\_\_\_\_\_  
Jennifer E.H. Surber, Managing Member

SELLER:  
Mowery Family Properties, LLC,  
a Virginia limited liability company

By:   
\_\_\_\_\_  
P.D. Mowery, Jr, Managing Member

As of: 2/13/2026 9:12:16 PM

Tax Map #: 02501001  
ACCT#: 19249

### Shenandoah County Report

#### Property Owner

<b>Name:</b> MOWERY FAMILY PROPERTIES LLC
<b>Mailing Address:</b> 338 ROYAL AVE STRASBURG, VA 22657
<b>Parcel Use:</b> SINGLE FAMILY URBAN - VAC
<b>Tax District:</b> 14 - DAVIS STRASBURG

#### Property Information

<b>Physical Address:</b>
<b>Tax Map #:</b> 02501001
<b>Size (Acres):</b> 9.885
<b>Legal:</b> OFF WALTON STREET

#### Utilities

<b>Sewer</b>	<b>Water</b>
None	None

#### Current Value Assessment

Year	Improvements	Land	FMV Total	Land Use Value	Total Taxable Value
2026	\$0	\$269,100	\$269,100	\$0	\$269,100

#### Land

Land Type	Zoning	Size	Units	Assessed
Primary	N/A	1.000	ACRES	119,900.00
Residual	N/A	8.885	ACRES	149,200.00
<b>Total</b>		<b>9.89</b>		<b>269,100</b>

#### Deed Transfers

Deed Date	Book	Page	Instrument	Inst. Year	Plat	Will	Consideration	Parcels	Owner
1/30/2014	1635	78	N/A	N/A	787/336	N/A	\$0	4	MOWERY FAMILY PROPERTIES LLC
1/1/1900	472	491	N/A	N/A	N/A	113/344	\$0	1	MOWERY JANIE L
1/1/1900	0472	491	N/A	N/A	N/A	0000/0	\$0	1	MOWERY P DOUGLAS OR JANIE L

### Reappraisal Value History

Year	Improvements	Land	FMV Total	Land Use Value	Total Taxable Value
2026	\$0	\$269,100	\$269,100	\$0	\$269,100
2025	\$0	\$247,100	\$247,100	\$0	\$247,100
2025	\$0	\$247,100	\$247,100	\$0	\$247,100
2024	\$0	\$247,100	\$247,100	\$0	\$247,100
2023	\$0	\$247,100	\$247,100	\$0	\$247,100
2022	\$0	\$247,100	\$247,100	\$0	\$247,100
2016	\$0	\$247,100	\$247,100	\$0	\$247,100
2010	\$0	\$247,100	\$247,100	\$0	\$247,100
2006	\$0	\$247,100	\$247,100	\$0	\$247,100
2002	\$0	\$59,300	\$59,300	\$0	\$59,300

## Not a Legal Document

Subject to terms and conditions  
[www.actDataScout.com](http://www.actDataScout.com)

# **Tab F:**

RESNET Rater Certification (MANDATORY)



## Appendix F

### RESNET Rater Certification of Development Plans

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

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 / Grant Warner / 3/4/2026  
Printed Name / Date

Southern Energy Management / Laurie Colwander  
RESNET Provider Agency / Provider Contact Name

  
Contact Signature / laurie@southern-energy.com / 919-538-7837  
Email / Phone

Pleasant View  
Development Name



**Home Innovation**  
NGBS GREEN VERIFIER™

**M A S T E R**

THIS CERTIFICATE SIGNIFIES

**Grant Warner**  
**Southern Energy Management**  
**Raleigh**  
**NC**

IS AN

**ACCREDITED MASTER VERIFIER**

Michelle Foster, Vice President, Sustainability

03/08/18

Accreditation Date

12/11/26

Expiration Date

This certificate becomes invalid upon suspension, cancellation, revocation, or expiration of certification.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2026-02-17

Registry ID:

Ekotrope ID: LMqjqOwL

## HERS® Index Score:

# 55

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

## Annual Savings

# \$1,077

\*Relative to an average U.S. home

## Home:

Strasburg, VA 22657

## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.4	\$168
Cooling	1.6	\$61
Hot Water	6.4	\$249
Lights/Appliances	13.5	\$524
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>25.9</b>	<b>\$1,094</b>

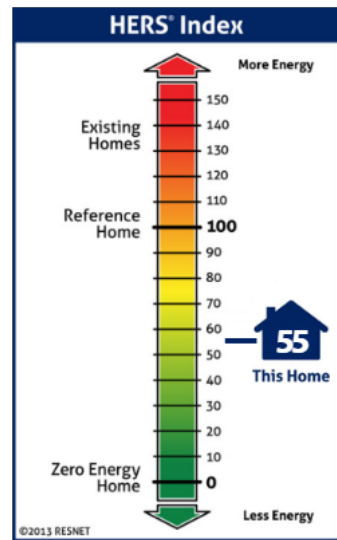
## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

2009 International Energy Conservation Code

2006 International Energy Conservation Code



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2BR int ground
Community:	Pleasant View
Conditioned Floor Area:	1,082 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.72 ACH50)
Ventilation:	100 CFM • 40.9 Watts • Supply Only
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-23
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.3, SHGC: 0.25
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Benoit Rivard

RESNET ID: 4443444

**Rating Company:** Southern Energy Management MES  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

Benoit Rivard, Certified Energy Rater  
Digitally signed: 2/26/26 at 9:22 AM



# ENERGY STAR MF V1.1 Home Report

## Property

Strasburg, VA 22657  
 Model: 2BR int ground  
 Community: Pleasant View

## Organization

Southern Energy Management  
 Benoit Rivard  
 9196228441

## Inspection Status

Results are projected

Pleasant View\_2BR int ground  
 IFC 03.25.2025

## Builder

## Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Rater has attested that building-level UA (rather than dwelling unit UA) demonstrates compliance with Section 3 of the MFNC National Rater Design Review Checklist. See supplemental documentation from Rater.
- ✓ 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
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	60
As Designed Home ERI (HERS)	55
As Designed Home ERI (HERS) w/o PV	55

UNCONFIRMED

## Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	5.8	5.5
Cooling	2.9	2.1
Water Heating	5.7	5.7
Lights and Appliances	14.5	13.5
<b>Total</b>	<b>28.8</b>	<b>26.8</b>



This home **MEETS or EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO <sub>2</sub> ) - tons/yr	-0.1

## Energy Cost Savings

	\$/yr
Heating	-49
Cooling	-2
Water Heating	-2
Lights & Appliances	25
<b>Generation Savings</b>	<b>0</b>
<b>Total</b>	<b>-28</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

# Building Specification Summary

## Property

Strasburg, VA 22657  
Model: 2BR int ground  
Community: Pleasant View

## Organization

Southern Energy Management  
Benoit Rivard  
9196228441

## Inspection Status

Results are projected

Pleasant View\_2BR int ground  
IFC 03.25.2025

## Builder

## Building Information

Conditioned Area [ft <sup>2</sup> ]	1,082.00
Conditioned Volume [ft <sup>3</sup> ]	10,387.00
Thermal Boundary Area [ft <sup>2</sup> ]	3,528.90
Number Of Bedrooms	2
Housing Type	Apartment, end unit

## Rating

HERS ERI	55
HERS ERI w/o PV	55

## Building Shell

Unconditioned Attic Ceiling	None
Sealed Attic Ceiling	None
Vaulted Ceiling / Exposed Exterior	None
Above Grade Walls	R20 G1 + R3 Ci 16"OC; U-0.048
Found. Walls	None
Framed Floors	None
Slabs	R10 Perimeter G1; R-10

Windows (largest)	U-Value: 0.3, SHGC: 0.25
Window / Wall Ratio	0.06
Window / Floor Ratio	0.06
Infiltration	0.3 CFM50 / s.f. Shell Area
Duct Lkg to Outside	Untested Forced Air
Total Duct Leakage	64 CFM @ 25Pa (Post-Construction)

## Mechanical Systems

Heating	Air Source Heat Pump • Electric • 7.8 HSPF2
Cooling	Air Source Heat Pump • Electric • 15.2 SEER2
Water Heating	Residential Water Heater • Electric • 0.93 UEF
Programmable Thermostat	Yes
Ventilation System	100 CFM • 40.9 Watts • Supply Only
Whole House Fan	N/A

## Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.0
Refrigerator (kWh/yr)	659.0	Clothes Washer LER (kWh/yr)	284.0
Dishwasher Efficiency	270 kWh	Clothes Washer Capacity	4.2
Ceiling Fan (Watts)	65.0	Range/Oven Fuel	Electric

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2026-02-17

Registry ID:

Ekotrope ID: 2rbNpMn2

## HERS® Index Score:

# 55

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

## Annual Savings

# \$1,155

\*Relative to an average U.S. home

## Home:

Strasburg, VA 22657

## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.4	\$210
Cooling	2.4	\$94
Hot Water	6.4	\$249
Lights/Appliances	13.3	\$517
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>27.6</b>	<b>\$1,160</b>

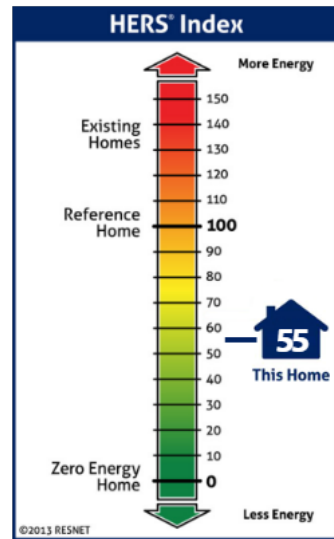
## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

2009 International Energy Conservation Code

2006 International Energy Conservation Code



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2BR int top
Community:	Pleasant View
Conditioned Floor Area:	1,082 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 3.06 ACH50)
Ventilation:	100 CFM • 40.9 Watts • Supply Only
Duct Leakage to Outside:	32 CFM @ 25Pa (2.96 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-23
Ceiling:	Vented Attic, R-48
Window Type:	U-Value: 0.3, SHGC: 0.25
Foundation Walls:	N/A
Framed Floor:	R-11

## Rating Completed by:

**Energy Rater:** Benoit Rivard

RESNET ID: 4443444

**Rating Company:** Southern Energy Management MES  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

Benoit Rivard, Certified Energy Rater  
Digitally signed: 2/26/26 at 9:22 AM



# ENERGY STAR MF V1.1 Home Report

## Property

Strasburg, VA 22657  
 Model: 2BR int top  
 Community: Pleasant View

## Organization

Southern Energy Management  
 Benoit Rivard  
 9196228441

## Inspection Status

Results are projected

Pleasant View\_2BR int top  
 IFC 03.25.2025

## Builder

## Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Rater has attested that building-level UA (rather than dwelling unit UA) demonstrates compliance with Section 3 of the MFNC National Rater Design Review Checklist. See supplemental documentation from Rater.
- ✓ 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
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	59
As Designed Home ERI (HERS)	55
As Designed Home ERI (HERS) w/o PV	55

## Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	7.0	6.8
Cooling	4.2	3.4
Water Heating	5.7	5.7
Lights and Appliances	14.3	13.3
<b>Total</b>	<b>31.1</b>	<b>29.3</b>



This home **MEETS or EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO <sub>2</sub> ) - tons/yr	-0.2

## Energy Cost Savings

	\$/yr
Heating	-65
Cooling	-1
Water Heating	-1
Lights & Appliances	27
<b>Generation Savings</b>	<b>0</b>
<b>Total</b>	<b>-40</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

# Building Specification Summary

## Property

Strasburg, VA 22657  
Model: 2BR int top  
Community: Pleasant View

## Organization

Southern Energy Management  
Benoit Rivard  
9196228441

## Inspection Status

Results are projected

Pleasant View\_2BR int top  
IFC 03.25.2025

## Builder

## Building Information

Conditioned Area [ft <sup>2</sup> ]	1,082.00
Conditioned Volume [ft <sup>3</sup> ]	8,764.00
Thermal Boundary Area [ft <sup>2</sup> ]	3,315.60
Number Of Bedrooms	2
Housing Type	Apartment, end unit

## Rating

HERS ERI	55
HERS ERI w/o PV	55

## Building Shell

Unconditioned Attic Ceiling	R-49 Attic FG Blown G1; U-0.02
Sealed Attic Ceiling	None
Vaulted Ceiling / Exposed Exterior	None
Above Grade Walls	R20 G1 + R3 Ci 16"OC; U-0.048
Found. Walls	None
Framed Floors	None
Slabs	None

Windows (largest)	U-Value: 0.3, SHGC: 0.25
Window / Wall Ratio	0.06
Window / Floor Ratio	0.06
Infiltration	0.3 CFM50 / s.f. Shell Area
Duct Lkg to Outside	32 CFM @ 25Pa (2.96 / 100 ft <sup>2</sup> )
Total Duct Leakage	64 CFM @ 25Pa (Post-Construction)

## Mechanical Systems

Heating	Air Source Heat Pump • Electric • 7.8 HSPF2
Cooling	Air Source Heat Pump • Electric • 15.2 SEER2
Water Heating	Residential Water Heater • Electric • 0.93 UEF
Programmable Thermostat	Yes
Ventilation System	100 CFM • 40.9 Watts • Supply Only
Whole House Fan	N/A

## Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.0
Refrigerator (kWh/yr)	659.0	Clothes Washer LER (kWh/yr)	284.0
Dishwasher Efficiency	270 kWh	Clothes Washer Capacity	4.2
Ceiling Fan (Watts)	65.0	Range/Oven Fuel	Electric

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2026-02-17

Registry ID:

Ekotrope ID: LeaGyYBL

## HERS® Index Score:

# 55

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

## Annual Savings

# \$1,273

\*Relative to an average U.S. home

## Home:

Strasburg, VA 22657

## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.2	\$199
Cooling	1.9	\$74
Hot Water	7.9	\$306
Lights/Appliances	15.7	\$604
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>30.7</b>	<b>\$1,274</b>

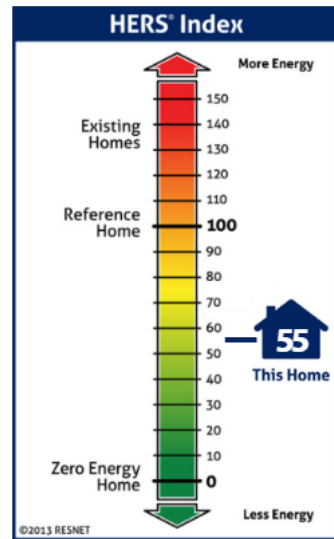
## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

2009 International Energy Conservation Code

2006 International Energy Conservation Code



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3BR int ground
Community:	Pleasant View
Conditioned Floor Area:	1,307 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.71 ACH50)
Ventilation:	100 CFM • 40.9 Watts • Supply Only
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-23
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.3, SHGC: 0.25
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Benoit Rivard

RESNET ID: 4443444

**Rating Company:** Southern Energy Management MES  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

Benoit Rivard, Certified Energy Rater  
Digitally signed: 2/26/26 at 9:22 AM



# ENERGY STAR MF V1.1 Home Report

## Property

Strasburg, VA 22657  
 Model: 3BR int ground  
 Community: Pleasant View

## Organization

Southern Energy Management  
 Benoit Rivard  
 9196228441

## Inspection Status

Results are projected

Pleasant View\_3BR int ground  
 IFC 03.25.2025

## Builder

## Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Rater has attested that building-level UA (rather than dwelling unit UA) demonstrates compliance with Section 3 of the MFNC National Rater Design Review Checklist. See supplemental documentation from Rater.
- ✓ 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
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	59
As Designed Home ERI (HERS)	55
As Designed Home ERI (HERS) w/o PV	55

UNCONFIRMED

## Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	7.2	6.7
Cooling	3.6	2.6
Water Heating	7.1	7.2
Lights and Appliances	16.8	15.7
<b>Total</b>	<b>34.6</b>	<b>32.1</b>



This home **MEETS or EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO <sub>2</sub> ) - tons/yr	-0.2

## Energy Cost Savings

	\$/yr
Heating	-57
Cooling	-2
Water Heating	-4
Lights & Appliances	30
<b>Generation Savings</b>	<b>0</b>
<b>Total</b>	<b>-32</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

# Building Specification Summary

## Property

Strasburg, VA 22657  
Model: 3BR int ground  
Community: Pleasant View

## Organization

Southern Energy Management  
Benoit Rivard  
9196228441

## Inspection Status

Results are projected

Pleasant View\_3BR int ground  
IFC 03.25.2025

## Builder

## Building Information

Conditioned Area [ft <sup>2</sup> ]	1,307.00
Conditioned Volume [ft <sup>3</sup> ]	12,547.00
Thermal Boundary Area [ft <sup>2</sup> ]	4,175.00
Number Of Bedrooms	3
Housing Type	Apartment, end unit

## Rating

HERS ERI	55
HERS ERI w/o PV	55

## Building Shell

Unconditioned Attic Ceiling	None
Sealed Attic Ceiling	None
Vaulted Ceiling / Exposed Exterior	None
Above Grade Walls	R20 G1 + R3 Ci 16"OC; U-0.048
Found. Walls	None
Framed Floors	None
Slabs	R10 Perimeter G1; R-10

Windows (largest)	U-Value: 0.3, SHGC: 0.25
Window / Wall Ratio	0.06
Window / Floor Ratio	0.06
Infiltration	0.3 CFM50 / s.f. Shell Area
Duct Lkg to Outside	Untested Forced Air
Total Duct Leakage	78 CFM @ 25Pa (Post-Construction)

## Mechanical Systems

Heating	Air Source Heat Pump • Electric • 7.8 HSPF2
Cooling	Air Source Heat Pump • Electric • 15.2 SEER2
Water Heating	Residential Water Heater • Electric • 0.93 UEF
Programmable Thermostat	Yes
Ventilation System	100 CFM • 40.9 Watts • Supply Only
Whole House Fan	N/A

## Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.0
Refrigerator (kWh/yr)	659.0	Clothes Washer LER (kWh/yr)	284.0
Dishwasher Efficiency	270 kWh	Clothes Washer Capacity	4.2
Ceiling Fan (Watts)	65.0	Range/Oven Fuel	Electric

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2026-02-17

Registry ID:

Ekotrope ID: LAkynb6v

## HERS® Index Score:

# 55

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

## Annual Savings

# \$1,370

\*Relative to an average U.S. home

## Home:

Strasburg, VA 22657

## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.5	\$248
Cooling	2.8	\$109
Hot Water	7.9	\$305
Lights/Appliances	15.4	\$594
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>32.7</b>	<b>\$1,347</b>

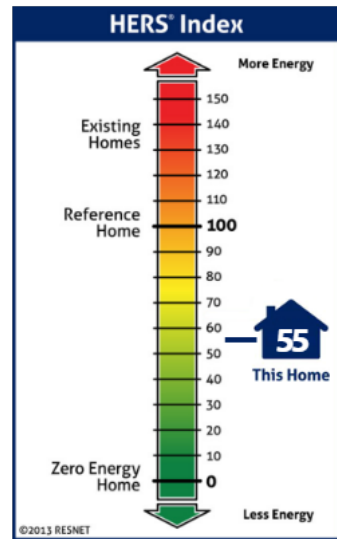
## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

2009 International Energy Conservation Code

2006 International Energy Conservation Code



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3BR int top
Community:	Pleasant View
Conditioned Floor Area:	1,307 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 3.06 ACH50)
Ventilation:	100 CFM • 40.9 Watts • Supply Only
Duct Leakage to Outside:	39 CFM @ 25Pa (2.98 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-23
Ceiling:	Vented Attic, R-48
Window Type:	U-Value: 0.3, SHGC: 0.25
Foundation Walls:	N/A
Framed Floor:	R-11

## Rating Completed by:

**Energy Rater:** Benoit Rivard

RESNET ID: 4443444

**Rating Company:** Southern Energy Management MES  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

Benoit Rivard, Certified Energy Rater  
Digitally signed: 2/26/26 at 9:22 AM



# ENERGY STAR MF V1.1 Home Report

## Property

Strasburg, VA 22657  
 Model: 3BR int top  
 Community: Pleasant View

## Organization

Southern Energy Management  
 Benoit Rivard  
 9196228441

## Inspection Status

Results are projected

Pleasant View\_3BR int top  
 IFC 03.25.2025

## Builder

## Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Rater has attested that building-level UA (rather than dwelling unit UA) demonstrates compliance with Section 3 of the MFNC National Rater Design Review Checklist. See supplemental documentation from Rater.
- ✓ 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
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	59
As Designed Home ERI (HERS)	55
As Designed Home ERI (HERS) w/o PV	55

## Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	8.6	8.3
Cooling	5.2	4.1
Water Heating	7.1	7.2
Lights and Appliances	16.6	15.4
<b>Total</b>	<b>37.5</b>	<b>34.9</b>



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO <sub>2</sub> ) - tons/yr	-0.2

## Energy Cost Savings

	\$/yr
Heating	-72
Cooling	3
Water Heating	-3
Lights & Appliances	33
<b>Generation Savings</b>	<b>0</b>
<b>Total</b>	<b>-40</b>

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 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

# Building Specification Summary

## Property

Strasburg, VA 22657  
Model: 3BR int top  
Community: Pleasant View

## Organization

Southern Energy Management  
Benoit Rivard  
9196228441

## Inspection Status

Results are projected

Pleasant View\_3BR int top  
IFC 03.25.2025

## Builder

## Building Information

Conditioned Area [ft <sup>2</sup> ]	1,307.00
Conditioned Volume [ft <sup>3</sup> ]	10,587.00
Thermal Boundary Area [ft <sup>2</sup> ]	3,931.10
Number Of Bedrooms	3
Housing Type	Apartment, end unit

## Rating

HERS ERI	55
HERS ERI w/o PV	55

## Building Shell

Unconditioned Attic Ceiling	R-49 Attic FG Blown G1; U-0.02
Sealed Attic Ceiling	None
Vaulted Ceiling / Exposed Exterior	None
Above Grade Walls	R20 G1 + R3 Ci 16"OC; U-0.048
Found. Walls	None
Framed Floors	None
Slabs	None

Windows (largest)	U-Value: 0.3, SHGC: 0.25
Window / Wall Ratio	0.06
Window / Floor Ratio	0.06
Infiltration	0.3 CFM50 / s.f. Shell Area
Duct Lkg to Outside	39 CFM @ 25Pa (2.98 / 100 ft <sup>2</sup> )
Total Duct Leakage	78 CFM @ 25Pa (Post-Construction)

## Mechanical Systems

Heating	Air Source Heat Pump • Electric • 7.8 HSPF2
Cooling	Air Source Heat Pump • Electric • 15.2 SEER2
Water Heating	Residential Water Heater • Electric • 0.93 UEF
Programmable Thermostat	Yes
Ventilation System	100 CFM • 40.9 Watts • Supply Only
Whole House Fan	N/A

## Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.0
Refrigerator (kWh/yr)	659.0	Clothes Washer LER (kWh/yr)	284.0
Dishwasher Efficiency	270 kWh	Clothes Washer Capacity	4.2
Ceiling Fan (Watts)	65.0	Range/Oven Fuel	Electric

02/24/2026

## Energy Model & Green Program Assumptions Disclosure

Southern Energy Management has built energy models for the following project:

- **Pleasant View**

The energy models follow the *ANSI/RESNET/ICC 301-2022 Standard for the Calculation and Labeling of the Energy Performance of Dwelling and Sleeping Units using an Energy Rating Index*.

The inputs in the energy models that are used to demonstrate preliminary compliance with the Virginia QAP standards are based upon the minimum requirements for Energy Star, as well as the initial plans provided (if applicable) to Southern Energy Management. If plans were provided, they were assumed to be the latest version and a representation of what will be constructed on site.

Unless otherwise indicated, building envelope performance values are assumed to be code minimum for the applicable jurisdiction and are also subject to change after on-site testing is performed. Initial files sent to the project team may indicate a variation in unit square footage values than what is provided to SEM on the preliminary plans. This difference can be attributed to the differing protocols for measuring units between the architect and the residential modeler. If square footage below is the same as the values listed on the plans, note that once measured for the final energy model the square footage utilized may vary.

Southern Energy Management does not guarantee nor attest compliance with the applicable QAP requirements based on these preliminary models or plan set(s) as our review is based on ENERGY STAR for Multifamily New Construction V1.1 compliance and green program (NGBS) qualification. All inputs listed in the following Building File Reports are subject to change with any alterations or modifications in the construction documents plan set as well as differences observed during on-site inspections.

### As Modeled Unit Type(s)\*

*\*Plans used to generate these scores are preliminary and may not be representative of the final design.*

Number of Bedrooms	Square Footage	Average HERS
2 bedroom	1082	55

3 bedroom	1307	55
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## About Southern Energy Management

Southern Energy Management (SEM) is a HERS rater training provider that has been committed to improving the way people create, consume, and conserve energy since 2001. We are a team of over 200 building performance and solar experts who believe what you do is important, and how you do it matters just as much. SEM provides consultations, inspections, testing and third party verification for multifamily & commercial green building certification programs including (but not limited to): HERS Ratings, ENERGY STAR, National Green Building Standard, LEED, Green Globes, EarthCraft, Fitwel, etc.

<https://southern-energy.com/multifamily-energy-services/>



# Pleasant View Solar Feasibility

Date Submitted: Feb 5, 2026

\* Proposal First Draft

<b>Proposed Scope(s) of Work</b>	Initial Solar Estimate
<b>Project Location</b>	Strasburg, VA
<b>Estimated kW</b>	APPROX 5.6 kW
<b>Estimated Cost</b>	~\$35,500
<b>Estimated Annual Output</b>	6,400 kWh (site dependent)

## SOUTHERN ENERGY MANAGEMENT

### Please be advised:

1. The pricing provided is a budgetary estimate only and is not a binding price. Final system design, components, and costs are subject to change and will be determined upon entering a binding contract with Southern Energy Management. This estimate assumes standard roof conditions.
2. This estimate does not guarantee the awarding of QAP points, tax credits, or specific energy production targets, which could be subject to third-party verification and final architectural constraints.

**Mickey Fanney**

**Solar Designer**

919-441-9686

Mickey@southern-energy.com

# **Tab G:**

Zoning Certification Letter (MANDATORY)

# Zoning Certification

**DATE:** February 19, 2026

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

**RE:** ZONING CERTIFICATION

Name of Development: Pleasant View  
Name of Owner/Applicant: Pleasant View VA LLC  
Name of Seller/Current Owner: Mowery Family Properties, LLC

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely 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:**

The anticipated address is approximately 500 Pleasant View Drive  
\_\_\_\_\_  
\_\_\_\_\_

**Leal Description:**

Shenandoah County Deed Book Number 1635, page 78  
Shenandoah County Plat Book Number 787, Page 336  
Shenandoah County Tax Parcel Number 025-01-001  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Proposed Improvements:**

Construction

New Construction:	# Units	<u>48</u>	# Buildings	<u>1</u>	Total Floor Area	<u>71,625.70</u>
Adaptive Reuse	# Units	_____	# Buildings	_____	Total Floor Area	_____
Rehabilitation:	# Units	_____	# Buildings	_____	Total Floor Area	_____

**Zoning Certification, cont'd**

**Current Zoning:** Multi-Family Residential (MFR) allowing a density of 12 units per acre, and the following other applicable conditions: The proposed use and density is permitted per Town of Strasburg SUP 2021-01

**Other Descriptive Information:**

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**LOCAL CERTIFICATION:**

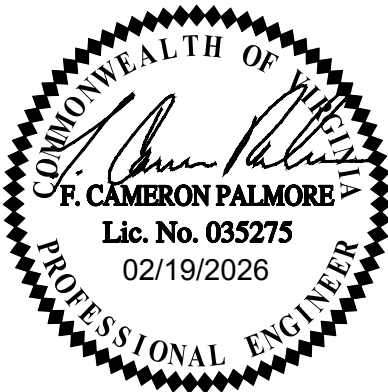
Check one of the following a appropriate:



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.



Signature

Cameron Palmore

Printed Name

Civil Engineering Sector Leader

Title of Local Official or Civil Engineer

(804) 200-1929

Phone

February 19, 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](mailto:taxcreditapps@virginiahousing.com).

# **Tab H:**

Attorney's Opinion (MANDATORY)

THE PRYZWANSKY LAW FIRM, P.A.

1130 SITUS COURT, SUITE 244  
RALEIGH, NC 27606  
919.828.8668 PHONE

DAVID T. PRYZWANSKY  
DAVID@PRYZLAW.COM

**Date** March 12, 2026

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

**RE:** 2026 9% Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: Pleasant View

Name of Owner: Pleasant View VA LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 12, 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 in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

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

4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. 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.
7. 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.
8. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form

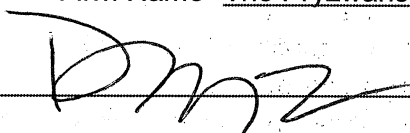
Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions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

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

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

Firm Name The Pryzwansky Law Firm, P.A.

By \_\_\_\_\_



Its Attorney  
Title

EXHIBIT A  
TO  
ATTORNEY'S OPINION LETTER

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 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	Jennifer E.H. Surber	Managing Member of Surber Development and Consulting LLC, Managing Member of Pleasant View MM LLC, Managing Member of Pleasant View VA LLC ("Applicant")
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**Attorney Opinion  
Black Line to Form**

**Attorney's Opinion Letter**

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

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

**Date** \_\_\_\_\_ (Must be on or after the application date below) March 12, 2026

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

**RE:** 2026 9% Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: Pleasant View

Name of Owner: Pleasant View VA LLC

Dear Virginia Housing:

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This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 12, 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 in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

2. **[Select One]**

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

**OR**

~~Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.~~

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

4. ~~[Select One]~~

The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

OR

~~The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.~~

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

6. 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.

7. ~~[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.

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

9. ~~[Delete if inapplicable] It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~

10. ~~[Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.~~

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

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

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

Firm Name

\_\_\_\_\_

The Pryzwansky Law Firm, P.A.

By \_\_\_\_\_

Its \_\_\_\_\_ Attorney

Title

\_\_\_\_\_

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	<u>Jennifer E.H. Surber</u>	<u>Managing Member of Surber Development and Consulting LLC, Managing Member of Pleasant View MM LLC, Managing Member of Pleasant View VA LLC ("Applicant")</u>
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# Tab I:

## Nonprofit Questionnaire (MANDATORY for points or pool)

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

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

## Nonprofit Questionnaire

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

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

### 1. General Information

- a. Name of development Pleasant View
- b. Name of owner/applicant Pleasant ViewVALLC
- c. Name of nonprofit entity Southeastern Housing Preservation, Inc.
- d. Address of principal place of business of nonprofit entity  
7509 Kristen Drive; Oak Ridge, NC 27310

Indicate funding sources and amount used to pay for office space  
One office is provided for use free of charge by Fitch Irick Advisors LLC

- e. Tax exempt status  501(c)(3)  501(c)(4)  501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) 1/21/1994  
Evidenced by the following documentation Articles of Incorporation
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) 3/16/1994
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) The purpose of the corporation is to seek to provide relief to the poor and distressed and may acquire, by purchase or otherwise, own, lease, maintain, manage, transfer or otherwise deal with housing for low and/or moderate income families or persons, Articles of Incorporation, Article V.
- i. Expected life (in years) of nonprofit Perpetual

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

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

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

Describe the duties of all staff members:

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

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

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

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

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

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**2. Nonprofit Formation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

YES    NO

\_\_\_\_\_

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

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

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### 3. Nonprofit Involvement

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

YES     NO

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

YES     NO

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

YES     NO

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

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

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

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

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

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

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

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

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

YES  NO If yes,

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

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

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

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

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

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

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h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?  YES  NO If yes,

(i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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

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

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

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k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?  
 YES  NO If yes, explain:

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l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?  
 YES  NO If yes, explain:

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

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

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**4. Virginia and Community Activity**

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

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

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

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

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

YES  NO

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

YES  NO If yes, explain:

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

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

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

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

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

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

YES  NO

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

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

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

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

YES  NO If yes, explain:

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

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

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

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

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

Pleasant View received an allocation in 2024. The current application is for an additional 10% allocation.

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

YES  NO If yes, explain:

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

YES  NO If yes, explain the need identified:

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

YES  NO If yes, explain the plan:

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**5. Attachments**

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

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

Date 2/23/2026

Owner/Applicant Pleasant View VA LLC; by Pleasant View MM LLC;

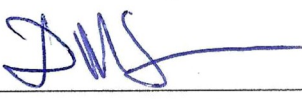
By Surber Development and Consulting LLC 

Its Managing Member  
Title

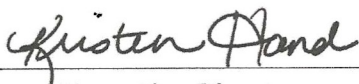
Date 2/23/2026

Southeastern Housing Preservation, Inc.

Nonprofit

By 

Board Chairman

By 

Executive Director

Southeastern Housing Preservation, Inc.

Board of Directors as of February 23, 2026

Ira M Slomka (9 years)

Partner – Linville Capital

1636 Windy Ridge Road

Charlotte, NC 28270

Casey Stansbury (9 years)

CPA

5004 Surrey Drive

Syracuse, NY 13215

Jason McArthur (5 years)

Developer – President at Mission Properties

1106 Yale Place

Charlotte, NC 28209

Robert Nettles (3 years)

Attorney at Law

106 Broad Street

Charleston, SC 29401

Tami Fossum (3 years)

Vice President of Operations – RPM Living

413 Armstrong Road

Belmont, NC 28012

BYLAWS  
OF  
SOUTHEASTERN HOUSING PRESERVATION, INC.

\*\*\*\*\*

ARTICLE I

Purposes of the Corporation

The Corporation is a nonprofit corporation organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The Corporation's purposes are to provide relief to the poor and distressed by making available housing for low and/or moderate income families. The Corporation anticipates operating in the southeast region of the United States.

ARTICLE II

Offices

1. The PRINCIPAL OFFICE of the Corporation shall be located at 1809 C Cross Beam Drive, Coffey Creek Business Center, Charlotte, North Carolina 28217.

2. The REGISTERED OFFICE of the Corporation required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office.

3. OTHER OFFICES: The Corporation may have offices at such other places, either within or without the State of North Carolina, as the Board of Directors may from time to time determine or, as the affairs of the Corporation may require.

ARTICLE III

Membership

The Corporation shall have no members.

ARTICLE IV

Directors

1. GENERAL POWERS: The management of the Corporation shall be vested in the Board of Directors. The Board may delegate all or part of the management functions to an Executive Committee established by the Board

pursuant to these Bylaws. Members of the Board shall serve without pay. The Board of Directors shall have the power to make and amend rules and regulations pertaining to the operation of the Corporation, and shall have the responsibility for the entire management of the affairs of the Corporation, except as may be otherwise provided in the Bylaws.

2. NUMBER, TERM: There shall be no less than two (2) and no more than three (3) Directors. The exact number of Directors shall be established by resolution of the Board of Directors from time to time. Directors may be re-elected for consecutive terms.

3. ELECTION: New Directors shall be elected by majority vote of the Board members present at a meeting at which a quorum is present, as provided in ARTICLE V, Section 4, hereof.

4. REMOVAL: Board members may be removed from office with or without cause by a vote of two-thirds (2/3) of the members of the Board at the annual meeting or a special meeting called for that purpose. If any member is so removed, a new member may be elected at the same meeting.

5. VACANCIES: A vacancy occurring on the Board may be filled by a majority of the remaining Board, though less than a quorum, or by the sole remaining Board member. Any member who shall be absent from three (3) consecutive meetings of the Board, without excuse satisfactory to the Board, shall be deemed to have resigned from the Board, and the vacancy thus created shall be immediately filled as provided herein. A Director elected to fill a vacancy shall have the same term as the Director that he replaces. Any Directorship to be filled by reason of an increase in the authorized number of Directors shall be filled by a majority of the remaining Directors, though less than a quorum, or by the sole remaining Director.

6. CHAIRMAN OF THE BOARD: There may be a Chairman of the Board of Directors elected by the Directors from their number at any meeting of the Board. The Chairman shall preside at all meetings of the Board of Directors and perform such other duties as may be directed by the Board.

ARTICLE V

Meetings of Board of Directors

1. ANNUAL MEETINGS: The annual meeting of the Board shall be held in April of each year. In addition, the Board may provide, by resolution, the time and place, either within or without the State of North Carolina, for the holding of additional regular meetings.

2. SPECIAL MEETINGS: Special meetings of the Board may be called by or at the request of the Chairman of the Board or President of the Corporation or by any two (2) Board members. Such meetings may be held either within or without the State of North Carolina.

3. NOTICE OF MEETINGS: The Chairman of the Board or President of the Corporation may call a regular meeting of the Board by giving at least five (5) days' advance notice thereof by any usual means of communication. The person or persons calling a special meeting of the Board shall, at least twenty-four (24) hours prior to the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called. Attendance by a Board member at a meeting shall constitute a waiver of notice of such meeting, except where a Board member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

4. QUORUM: A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

5. VOTING: Except as otherwise provided in this Section, the act of the majority of the Board members present at a meeting at which a quorum is present shall be the act of the Board. The vote of a majority of the number of Board members fixed pursuant to these Bylaws shall be required to adopt a resolution constituting an Executive Committee. The vote of a majority of the Board members then holding office shall be required to adopt, amend or repeal a Bylaw.

6. **INFORMAL ACTION BY MEMBERS:** Action taken by the Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

#### ARTICLE VI

##### Executive Committee and Other Committees

1. **CREATION:** The Board of Directors by resolution may designate two (2) or more Directors to constitute an Executive Committee, which Committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the Corporation, except that the Executive Committee shall not have any authority to alter or amend the Bylaws.

2. **VACANCY:** Any vacancy occurring in the Executive Committee shall be filled by the Directors at a regular or special meeting of the Board of Directors.

3. **REMOVAL:** Any member of the Executive Committee may be removed at any time with or without cause by the Board of Directors.

4. **MINUTES:** The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

5. **RESPONSIBILITY OF DIRECTORS:** The designation of an Executive Committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility or liability imposed upon it or him by law. If action taken by the Executive Committee is not thereafter formally considered by the Board, a Director may dissent from such action by filing his written objection with the Secretary with reasonable promptness after learning of such action.

6. **OTHER COMMITTEES:** Other committees not having and exercising the authority of the Board in the management of the Corporation may be designated by a resolution adopted by a majority of the members present at a meeting at which a quorum is present. Any member thereof may be removed by the person or

persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

7. TERM OF OFFICE: Each member of a committee shall continue as such until resignation or removal with or without cause by the Board, or until such member shall cease to qualify as a member thereof.

8. CHAIRMAN: One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

9. VACANCIES: Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

10. QUORUM: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

11. RULES: Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board.

#### ARTICLE VII

##### Officers

1. NUMBER: The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers as the Board of Directors may from time to time elect. Any two or more offices may be held by the same person. In no event, however, may an officer act in more than one capacity where action of two or more officers is required.

2. ELECTION AND TERM: The officers of the Corporation shall be elected by the Board of Directors. Such election may be held at any regular or special meeting of the Board. Each officer shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

3. REMOVAL: Any officer or agent elected or appointed by the Board of Directors may be removed by the Board with or without cause; but such removal

shall be without prejudice to the contract rights, if any, of the person so removed.

4. **PRESIDENT:** The President shall be the principal Executive Officer of the Corporation, and, subject to the control of the Board of Directors, shall supervise and control the management of the Corporation in accordance with these Bylaws. He shall, when present, preside at all meetings. He shall sign, with any other proper officer, any deeds, mortgages, bonds, contracts, or other instruments which may be lawfully executed on behalf of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be delegated by the Board of Directors to some other officer or agent; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

5. **VICE PRESIDENTS:** The Vice-Presidents in the order of their election, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the Board of Directors shall prescribe.

6. **SECRETARY:** The Secretary shall keep accurate records of the acts and proceedings of all meetings of Directors. He shall give all notices required by law and by these Bylaws. He shall have general charge of the corporate books and records and of the corporate seal, and he shall affix the corporate seal to any lawfully executed instrument requiring it. He shall sign such instruments as may require his signature, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned him from time to time by the President or by the Board of Directors.

7. **TREASURER:** The Treasurer shall have custody of all funds and securities belonging to the Corporation and shall receive, deposit or disburse the same under the direction of the Board of Directors. He shall keep full

and accurate accounts of the finances of the Corporation in books especially provided for that purpose; and he shall cause a true statement of its assets and liabilities as of the close of each fiscal year and of the results of its operations and of changes in fund balance for such fiscal year, all in reasonable detail, to be made and filed at the registered or principal office of the Corporation within three months after the end of such fiscal year. The Treasurer shall, in general, perform all duties incident to his office and such other duties as may be assigned to him from time to time by the President or by the Board of Directors.

8. ASSISTANT SECRETARIES AND TREASURERS: The Assistant Secretaries and Assistant Treasurers shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of those offices, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or by the Board of Directors.

9. BOND: The Board of Directors may, by resolution, require any or all officers, agents and employees of the Corporation to give bond to the Corporation, with sufficient sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with such other conditions as may from time to time be required by the Board of Directors.

#### ARTICLE VIII

##### Indemnification

1. EXPENSES AND LIABILITIES: Except as provided below, to the extent and upon the terms and conditions provided by the North Carolina Business Corporation Act as it exists or may hereafter be amended, the Corporation shall indemnify any and all of its officers and Directors against liability and litigation expense, including reasonable attorneys' fees, arising out of their status as such. Said officers and Directors shall be entitled to recover from the Corporation, and the Corporation shall pay, all reasonable costs, expenses, and attorneys' fees in connection with the enforcement of

rights to indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other right to which such person may be entitled apart from the provisions of this By-Law. Such indemnification rights shall not apply for liability or litigation expense which any officer or Director may incur (i) on account of his activities which were (at the time taken) known or believed by him to be clearly in conflict with the best interest of the Corporation or (ii) in connection with any claim that the Corporation may make against such officer or Director unless he ultimately shall prevail against the Corporation in respect to such claim.

The Corporation also shall have the power, in its sole discretion, to indemnify any present or former Director, officer, employee or agent or any person (who has served or is serving (i) in such capacity at the request of the Corporation in any other corporation, partnership, joint venture, company, trust or other enterprise or (ii) as a trustee or administrator under an employee benefit plan), with respect to any liability or litigation expenses, including reasonable attorneys' fees (incurred in such capacity by any such person) to the extent and upon the terms and conditions provided by the North Carolina Business Corporation Act as it exists or may hereafter be amended.

2. ADVANCE PAYMENT OF EXPENSES: Expenses incurred by a Director, officer, employee or agent in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case or as authorized or required under any charter or Bylaw provision or by any applicable resolution or contract upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation against such expenses.

Notwithstanding the provisions of the preceding paragraph, the Corporation shall, upon receipt of an undertaking by or on behalf of the Director or officer involved to repay the expenses described in the second

paragraph of the preceding Section 1 of ARTICLE VIII unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation against such expenses, pay expenses incurred by such Director or officer in defending a civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding.

3. INSURANCE: The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as Director, officer, employee, trustee or agent of another nonprofit corporation or trust against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability.

#### ARTICLE IX

##### Contracts, Loans and Deposits

1. CONTRACTS: The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the Corporation, and such authority may be general or confined to specific instances.

2. LOANS: No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances. In no event shall loans be made by the Corporation to its Board members or officers.

3. CHECKS AND DRAFTS: All checks, drafts or other orders for the payment of money issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

4. DEPOSITS: All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depository or depositories as the Board shall direct.

5. GIFTS: The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

#### ARTICLE X

##### Forbidden Activities

The Corporation is organized as a nonprofit Corporation exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"). No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its officers, Directors, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its charitable purposes. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Article X, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Code, or the corresponding provision of any future United States Internal Revenue Law or (b) by a corporation the contributions to which are deductible under Section 170(c)(2) of the Code.

#### ARTICLE XI

##### General Provisions

1. SEAL: The corporate seal of the Corporation shall consist of two concentric circles between which is the name of the Corporation and in the center of which is inscribed "SEAL"; and such seal, as impressed on the margin hereof, is hereby adopted as the corporate seal of the Corporation.

2. WAIVER OF NOTICE: Whenever any notice is required to be given to any Board member under the provisions of the North Carolina Nonprofit

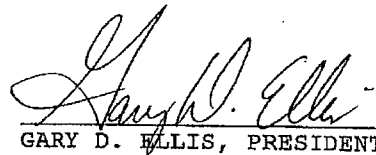
Corporation Act or under the provisions of the charter or Bylaws of this Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3. AMENDMENTS: Except as otherwise provided herein, these Bylaws may be amended or repealed and new Bylaws may be adopted by the affirmative vote of a majority of the Board members then holding office at any regular or special meeting of the Board.

The Board of Directors shall have no power to adopt a Bylaw providing for the management of the Corporation otherwise than by the Board or its Executive Committee.

4. BOOKS AND RECORDS: The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Board members and committees having any of the authority of the Board.

5. FISCAL YEAR: The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December in each year.

  
\_\_\_\_\_  
GARY D. ELLIS, PRESIDENT (SEAL)

The foregoing resolutions shall become effective as of the 18<sup>th</sup> day of September, 2023.

DIRECTORS:

DocuSigned by:



29588A936341467...

Ginger Kimbrell

DocuSigned by:



C304B12F0901477...

Ira Slomka

DocuSigned by:



CB17459C9831241C...

Robert Nettles

DocuSigned by:



DocuSigned by:

AA460CCA6B394EB...



Jason McArthur

DocuSigned by:



Casey Stansbury

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 10 1999**

SOUTHEASTERN HOUSING PRESERVATION  
INC  
2021 CROSS BEAM DR  
CHARLOTTE, NC 28217-2856

Employer Identification Number:  
56-1856590  
DIN:  
17053226719039  
Contact Person:  
THOMAS E O'BRIEN ID# 31187  
Contact Telephone Number:  
(877) 829-5500  
Addendum Applies:  
No

Dear Applicant:

Based on the information you recently submitted, we have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in 501(c)(3) is still in effect.

This classification is based on the assumption that your operations will continue as you have stated. If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status.

This supersedes our letter dated May 10, 1999.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

The law requires you to make your annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your exemption application, any supporting documents and this exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are made widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

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

Because this letter could help resolve any questions about your private

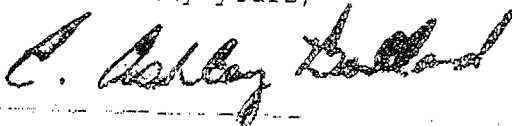
Letter 1078 (DO/CG)

SOUTHEASTERN HOUSING PRESERVATION

foundation status, you should keep it in your permanent records.

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

Sincerely yours,

A handwritten signature in dark ink, appearing to read "C. Ashley". The signature is written in a cursive style and is positioned above a horizontal dashed line.

District Director

Letter 1078 (DO/CG)

# **Tab J:**

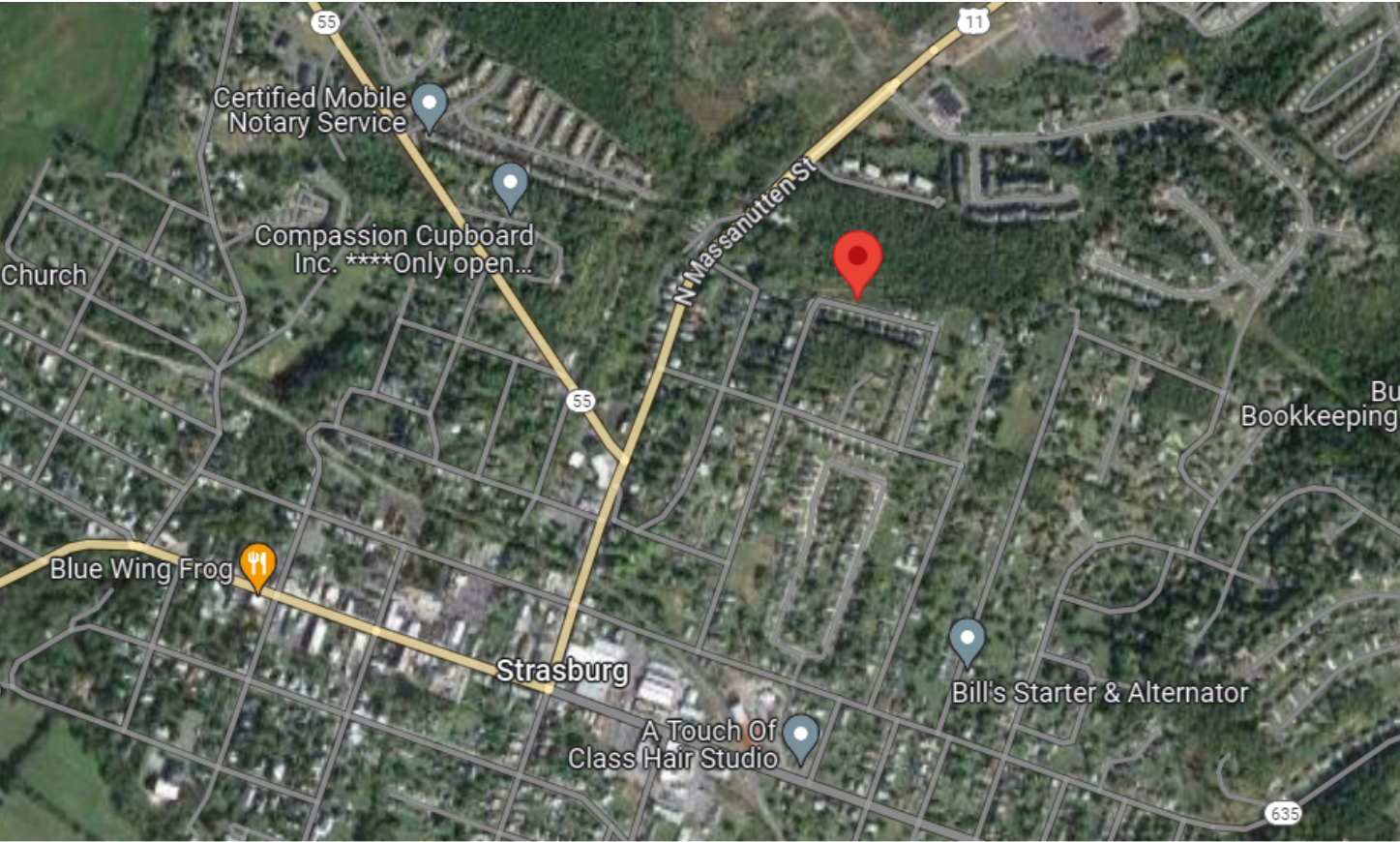
Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

NA

# **Tab K:**

Documentation of Development Location:

Location Map of Pleasant View



# **Tab K.1**

Revitalization Area Certification



February 16, 2021  
JD Bondurant  
Virginia Housing  
601 South Belvidere Street  
Richmond, VA 23220

VHDA Tracking Number: 2021-C-31  
Development Name: Pleasant View  
Development Jurisdiction: Town of Strasburg, Virginia  
Name of Owner/Applicant: Pleasant View VA, LLC

**A RESOLUTION BY THE TOWN OF STRASBURG COUNCIL  
DESIGNATING A REVITALIZATION AREA FOR THE PURPOSES OF ENCOURAGING  
MIXED INCOME HOUSING DEVELOPMENT**

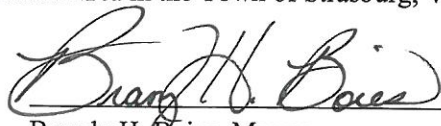
**WHEREAS**, pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Strasburg Town Council wants to designate as a Revitalization Area the area known as Shenandoah County Tax Map Number 025-01-001, on which the multi-family apartment development known as Pleasant View proposes to locate; and

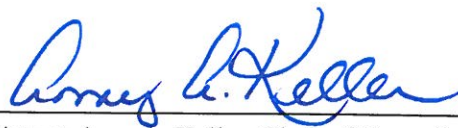
**WHEREAS**, the industrial, commercial, or other economic development of such area will benefit the Town but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and

**WHEREAS**, private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

**NOW THEREFORE BE IT RESOLVED**, that this Council of the Town of Strasburg determines that the above-referenced development is located in a Revitalization Area in the Town of Strasburg, Virginia.



  
\_\_\_\_\_  
Brandy H. Boies, Mayor

  
\_\_\_\_\_  
Attest: Amy A. Keller, Clerk of Council

Resolution adopted by the Council of the Town of Strasburg, Virginia, the 16<sup>th</sup> day of February 2021.

### 3.) Surber Request for Revitalization Area Resolution

*Description:* Discussion on a resolution to establish a Revitalization Area as defined in Code of Virginia Section 36.55.30.2.A

Town Manager Pearson and P&Z Administrator Pambid said nothing has changed since the last discussion, and it is a related resolution for the apartments just voted on.

Council Member Nicholson moved for the Strasburg Town Council approve the Surber Request for the Revitalization Area Resolution; second by Council Member Reynolds.

With no discussion, the motion passed on a roll call vote with the following results:

Council Member Reynolds	Aye	
Council Member Hooser	Aye	
Council Member Monahan	Aye	
Council Member Massoud	Nay	
Council Member Ricard		Aye
Vice Mayor Cherrix	Nay	
Council Member Weaver	Aye	
Council Member Nicholson	Aye	

#### Discussion Items:

##### Old Business:

Town Attorney Miller said several years ago a petition was filed to remove former Mayor Orndorff from office. The case was dismissed for technical matters, but Code requires that if a case is dismissed, the locality is responsible for the legal fees. The amount billed was \$17,000 and a motion was filed objecting to this amount. The billing of the attorney was reviewed by a judge and was reduced to \$2,700. Things have gone back and forth, and the appeal is now in the Virginia Supreme Court. He does not feel it is likely that the Supreme Court will challenge the opinion of the local judge. He does not think they will try to superimpose their judgement on a local judge. It could be sent back for another local review, but he will keep Council posted on this.

##### New Business:

All Council was happy for CDD Bixler who will be leaving to take a job in Staunton. She was thanked for all you have done for the town.

##### Closed Meeting:

Council Member Weaver moved to enter into a closed meeting pursuant to Code of Virginia §2.2-3711.A.3 for the discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body. The subject of the closed meeting is to discuss the acquisition of property for public use. Second by Council Member Hooser.

With no discussion, the motion passed unanimously. Entered into a closed meeting at 7:31 p.m.; reconvened at 7:49 p.m.

Mayor Boies said, "The Council of the Town of Strasburg hereby certifies by Roll Call vote that to the best of each member's knowledge (1)only public business matters lawfully exempted from open meeting requirements by Virginia Law were discussed in the closed meeting to which this certification resolution applies and (2)only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Council of the Town of Strasburg."

# **Tab K.2**

Surveyor's Certification of Proximity to  
Public Transportation using Virginia  
Housing template



## Surveyor's Certification of Proximity to Transportation

### General Instructions

1. This form must be included with the Application.
2. Any change in this form may result in a reduction of points under the scoring system.
3. If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

Date: March 10, 2026

TO: Virginia Housing  
 601 South Belvidere Street  
 Richmond, Virginia 23220 2025 Tax Credit Reservation Request  
 Name of Development Pleasant View  
 Name of Owner Pleasant View VA LLC


RE: **Pleasant View 2026 Tax Credit Reservation Request**

Ladies and Gentlemen:

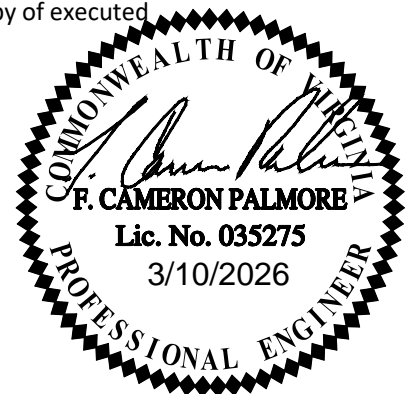
This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; OR
- 1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop or a public bus stop to be built in accordance with existing proffers. If the public bus stop is proffered, include copy of executed proffers with this form.

Firm Name Koontz Bryant Johnson Williams, Inc.  
 By Cameron Palmore   
 Its Civil Engineering Sector Leader

Title



The Virginia Housing Form of Surveyor's Certification of Proximity to Transportation has text next to the address that says "2025 Tax Credit Reservation Request". While it is likely that this text was carried over from last year's form, we chose not to delete it from the document because #2 in the General Instructions says that any changes to the form may result in a reduction of points.



### Surveyor's Certification of Proximity to Transportation

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#### General Instructions

1. This form must be included with the Application.
2. Any change in this form may result in a reduction of points under the scoring system.
3. If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

Date: March 10, 2026

TO: Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220 **2025 Tax Credit Reservation Request**

# Tab L:

PHA / Section 8 Notification Letter

**PHA or Section 8 Notification Letter**

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Re:** Proposed Affordable Housing Development

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

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

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

**The following is a brief description of the proposed development:**

**Development Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Proposed improvements:**

New Construction:	# Units	_____	# Buildings	_____
Adaptive Reuse	# Units	_____	# Buildings	_____
Rehabilitation:	# Units	_____	# Buildings	_____

**Proposed Rents:**

Efficiencies:	\$ _____ / month	
1 Bedroom Units:	\$ _____ / month	\$425-\$819
2 Bedroom Units:	\$ _____ / month	\$935-\$1,615
3 Bedroom Units:	\$ _____ / month	
4 Bedroom Units:	\$ _____ / month	

**Other Descriptive Information:**

Pleasant View consists of the new construction of 48 units.

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**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 276-698-8760.

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

Sincerely yours.

Name Jen Surber

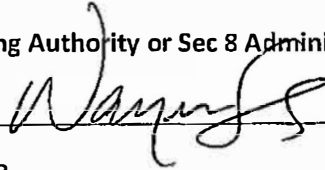


Title Managing Member of Surber Development and Consulting LLC,

the Managing Member of Pleasant View MM LLC, the Managing Member of Pleasant View VA LLC

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

Seen and acknowledged by: \_\_\_\_\_



Printed Name: Wayne Bladen

Title: Housing Specialist

Phone: (540) 459-6226

Date: 2/23/26

# Tab M:

Intentionally Blank

NA

# **Tab N:**

Homeownership Plan

NA

# **Tab O:**

Plan of Development Certification Letter

NA

# Tab P:

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

NA

# **Tab Q:**

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

# Memorandum of Understanding between the Northwestern Community Services Board and Pleasant View VA LLC

The Northwestern Community Services Board (NWCSB) and Pleasant View VA LLC have agreed to enter into this Memorandum of Understanding (MOU) to better serve individuals with disabilities living in NWCSB's catchment area of the city of Winchester and the Counties of Frederick, Clarke, Warren, Shenandoah and Page.

This MOU establishes the working relationship of NWCSB's Permanent Supportive Housing Program (NWCSB PSH), NWCSB's ID/DD Program and Pleasant View VA LLC. NWCSB PSH provides supportive housing for a minimum of 120 individuals with disabilities living in the catchment area. NWCSB ID/DD Program provides rental assistance and supportive services for a minimum of 20 individuals with developmental disabilities living in the service area. Pleasant View VA LLC is a single-purpose LLC established for the creation/ownership of affordable multifamily housing units in the Town of Strasburg, Shenandoah County, Virginia. Through this agreement, **Pleasant View VA LLC agrees to reserve five (5) units for participants in the NWCSB PSH program and five (5) units for participants in the NWCSB ID/DD Program. NWCSB PSH agrees to provide rental assistance** and intensive community-based support services to assist individuals with serious mental illnesses, substance use, and/or developmental disabilities obtain and retain stable housing in the community.

## Guiding Principles

All parties under this MOU jointly recognize the following:

- Supportive housing tenants are able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services, nor can they be denied tenancy for rejecting services.
- Supportive housing units are available to people who are experiencing homelessness, or at risk of homelessness, and/or who have multiple barriers to housing stability, including disabilities, substance abuse and law convictions.
- Supportive housing units will be similar to other units at Pleasant View.
- Supportive housing tenants with disabilities have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.
- Supportive housing tenant leases confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met – paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.
- Supportive housing tenants should pay no more than 30% of their incomes towards rent and basic utilities. Rent should not be set above the fair market rate.
- Property managers and supportive services staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

- There is a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, behavioral health treatment).

Through this MOU, NWCSB PSH and Pleasant View VA LLC agree to the following roles and responsibilities.

Pleasant View VA LLC will:

- Prioritize NWCSB PSH and NWCSB ID/DD participants for 10 units.
- Pleasant View will contact DBHDS and NWCSB prior to pre-leasing new units and when releasing units.
- Execute tenant leases that confer full rights of tenancy including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court.
- Carry out rent collection and administration and communicate with PSH staff when tenants' portion of rent is not paid.
- Oversee tenant relations with respect to notices, evictions, and enforcement of house policies and procedures.
- Provide building and equipment maintenance and repair.
- Provide common area janitorial services.
- Comply with Fair Housing laws, specifically The Fair Housing Guide For Individuals with Mental Health, Intellectual/Developmental Disabilities.
- Under the Fair Housing Guide tenants will be permitted to request a change in the due date of rent until after receipt social security disability check or a short term- or long -term disability payment.
- Providing flexibility in application procedures and to include providing different references.
- Ensure that all tenants understand their right to request a reasonable accommodation and be aware of the formal process for hearing these requests and acting on them.
- Communicate all lease violations with the tenant and the PSH Specialist.
- Work collaboratively with NWCSB PSH staff to promote housing stability.  
Application fees will be waived for NWCSB PSH participants. Credit screening will be waived for applicants and their household members for PSH participants due to rental assistance and intensive community-based support services being provided. Lack of landlord history or standing will not be grounds for denial and special considerations will be reviewed for background checks.

NW CSB PSH and ID/DD will:

- Provide a designated housing specialist to be the liaison with property management at Pleasant View.
- Notify DBHDS of applicants' intent to select Pleasant View LIHTC Unit and obtain a housing preference statement when a unit becomes available to submit with application.
- Identify NWCSB PSH and ID/DD participants who would like to live in units at Pleasant View and assist with completing applications for tenancy.
- Provide rental and utility subsidy for eligible PSH and ID/DD participants as calculated by PSH rental and utility formulas.
- PSH staff will inspect units before move in and after move out utilizing Housing Quality Standards Training and completing an HQS Form. Any issues will be reported for repair to Pleasant View.

- Provide intensive housing-related support services and mental health case management to NW CSB PSH participants with serious mental illnesses as appropriate to their needs and in consideration of their consent to receive care.
- Help NWCSB PSH and ID/DD participants understand their rights and responsibilities under fair housing and tenant/landlord laws. This includes responsibilities of a lease, such as paying rent in a timely manner and requesting a repair.
- Under certain conditions or situations, NWCSB housing staff may assist a tenant in dissolving the lease agreement with the landlord prior to the lease term ending.
- Work collaboratively with Pleasant View VA LLC to promote housing stability.

### Further Acknowledgement and Understanding

- Tenants may be terminated from the NW CSB PSH program when they no longer meet eligibility for the program. This termination is in no way affiliated with the eviction process, but merely a cessation of programmatic aspects such as rent subsidies, inspections, and support rendered by housing staff.
- Alternatively, eviction, as well as the mutually agreed upon cessation of a lease before its term end, does not mean termination from the program.
- Formal eviction can only take place when some aspect of the lease agreement has been violated and legal action is taken by a respective landlord. Both NWCSB and Pleasant View VA LLC agree to work toward amelioration of concerns and/or issues prior to the execution of formal eviction proceedings.
- All program participants will be informed of applicable grievance procedures. Program participants will have the opportunity to appeal decisions, including the termination of residency and rental assistance, and the termination of NWCSB services.

### Terms

This MOU will begin upon the start of pre-leasing activities at Pleasant View VA LLC, expected to be in the Summer-Fall of 2026. This MOU will be automatically renewed with the same terms and conditions annually thereafter except where either party provides written notice of nonrenewal 90 days before the annual termination date. Otherwise, this MOU may be terminated in accordance with the process for Termination described below.

### Termination

Either party may terminate this MOU by giving the other party 90 days prior written notice with or without cause. If a party wishes to terminate for cause, the party wishing to terminate the agreement for cause must provide a written intent to terminate notice to the party alleged to be in breach or default. Such notice will provide 30 days for the party alleged to be in breach or default to respond to said notice with an acceptable plan to cure cause for termination. Termination of this MOU does not have any impact on Pleasant View VA LLC's responsibility to DBHDS and/or applicants presented by NWCSB for the 10% of units directed by DBHDS for potential tenant selection.

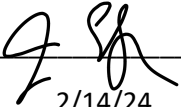
### Amendments

This MOU may be amended in writing and authorized by the designated representatives of both Pleasant View VA LLC and NWCSB.

**Pleasant View VA LLC**

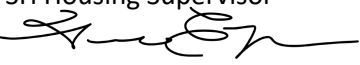
**By: Pleasant View MM LLC**

**By: Surber Development and Consulting LLC, Managing Member**

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

Date: 2/14/24

**NWCSB PSH Housing Supervisor**

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

Date: 2-14-24



**AN ORDINANCE TO PARTIALLY EXEMPT REAL ESTATE TAXATION FOR THE PROPOSED DEVELOPMENT OF PROPERTY KNOWN AS MOWERY FAMILY PROPERTIES LLC HENCEFORTH KNOWN AS PLEASANT VIEW VA LLC, LOCATED IN THE TOWN OF STRASBURG, VIRGINIA, BY LOCAL CLASSIFICATION OR DESIGNATION FROM FULL ASSESSMENT OF TAXES:**

**WHEREAS**, MOWERY FAMILY PROPERTIES LLC, (hereinafter referred to as PLEASANT VIEW VA LLC) has applied to the Town Council of the Strasburg, Virginia., for an ordinance providing it with partial tax-exempt status from the Town of Strasburg on real property taxes relating to the proposed development of PLEASANT VIEW VA LLC apartment complex in the Town of Strasburg, Virginia located on THE TOWN OF STRASBURG TAX MAP 025 01 001, TBD PLEASANT VIEW DRIVE; and

**WHEREAS**, the Council desires to support and encourage the development of said property by enacting an ordinance to provide PLEASANT VIEW VA LLC with a partial tax exemption from the Town of Strasburg's real property taxes; and,

**WHEREAS**, the Town of Strasburg, Virginia did on March 1<sup>st</sup>, 2021 hold a public hearing in accordance with notice duly and lawfully published in the newspaper; and

**WHEREAS**, the Virginia Code Section 58.1-3219.4, authorizes the Town to enact such exemptions within the limitations therein prescribed and as may be prescribed by this Council.

**NOW THEREFORE be it Ordained**, pursuant to Section 58.1-3219.4 of the Code of Virginia that:

1. The real property of Mowery Family Properties LLC to be partially exempted hereby is located in the Town of Strasburg, Virginia, being tax map number 025 01 001 located at TBD Pleasant View Drive.

2. At a public hearing duly and lawfully held on March 1<sup>st</sup>, 2021, pursuant to public notice, the Town Council of the Town of Strasburg, Virginia, examined and considered PLEASANT VIEW VA LLC proposal for partial tax exemption.

3. The Town of Strasburg's Town Council hereby finds that:

A) The subject real property, along with improvements currently located thereon, is assessed at a total of Two Hundred Forty Seven Thousand One Hundred Dollars and Zero Cents (\$247,100.00) for tax year 2020, and the cost of the intended improvements is expected to be Six Million Seven Hundred Twenty Thousand Dollars and Zero Cents (\$6,720,000.00).

B) The real property taxes that were paid by the subject property's owner for tax year 2020, was Three Hundred Ninety-Five Dollars and Thirty Six cents (\$395.36) The increase in value caused by the proposed improvements could result in an increase of the amount of total tax on this real property to the amount of Eight Thousand Six Hundred One Dollars and Sixty cents (\$8,601.60).



4. The Town of Strasburg's Town Council finds that PLEASANT VIEW VA LLC is an organization that proposes to develop housing structures for historically underprivileged residents of the Town of Strasburg, and nearby areas. The proposed development of PLEASANT VIEW VA LLC will serve the Town of Strasburg, and its residents, as an affordable housing option. As such, said organization is eligible for a partial exemption from the assessment of real property taxes as a result of said development under Virginia Code §58.1-3220, for a period of three (3) years, in an amount not to exceed Two-Thousand Dollars and Zero Cents (\$2,000) annually.

5. The Council hereby exempts PLEASANT VIEW VA LLC from that portion of their real property taxes accruing as a result of an increase in property value by reason of the proposed improvements or Fifty Percent (50%) of the cost of such improvements, whichever is greater but not to exceed Two Thousand Dollars (\$2,000) annually, for a period of three (3) tax years once all improvements are completed.

A) The cost of the improvements shall be presumed as shown on the building permit application. The proposed improvements are those described in the attached exhibit A which is hereby incorporated into this ordinance.

B) The exemption hereby granted is contingent upon the following:

1) PLEASANT VIEW VA LLC providing housing predominately for persons with low to moderate income as defined by Virginia Housing.

It is so ORDAINED this 9<sup>th</sup> day of March, 2021.

  
Brandy H. Boies, Mayor

  
Attest: Amy A. Keller, Clerk of Council



**MINUTES OF THE STRASBURG TOWN COUNCIL MEETING HELD ON TUESDAY, FEBRUARY 9<sup>th</sup>, 2021, AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE STRASBURG TOWN HALL AND VIA ZOOM.**

**Call to Order:**

**Mayor Boies** called the meeting to order.

**Pledge of Allegiance:** **Mayor Boies** led all in the Pledge of Allegiance.

**Invocation:**

The invocation was given by **Rev. David Howard, Pastor of the Strasburg Christian Church.**

**Roll Call:**

**ROLL Called with the following members present:** Mayor Boies, Vice Mayor Cherrix and Council Members Hooser, Massoud, Nicholson, Reynolds (via ZOOM), and Ricard. Absent: Council Member Weaver.

**Introduction and Recognition of Visitors and Guests:**

• **Proclamation for National Autism Awareness Month**

**Ms. Heather Jones**, Chairman of the Special Education Advisory Committee, gave some information about autism and other ways the advisory committee assists the school with children with disabilities. Autism is on the rise and one in 54 children are diagnosed with autism.

**Council Member Hooser moved to proclaim April 2021 as National Autism Awareness Month in the Town of Strasburg; second by Council Member Nicholson. With no discussion, the motion passed unanimously.**

**Mayor Boies** read and signed the proclamation.

• **Introduction of Police Officer Timothy Foster**

**Chief Sager** introduced **Officer Timothy Foster** who joined the Police Department on February 19. **Mr. Foster** said he brings about 10 years of experience to the force. He is married and has two children.

**Mayor's Comments:**

**Mayor Boies** said she asked **Naresh Boini**, owner and pharmacist for Strasburg Pharmacy, to join the meeting. **Naresh** has been distributing the COVID-19 vaccine in his pharmacy for the past few weeks and is giving about 84 vaccines per day. He has partnered with **Kathy Kanter** in getting senior citizens registered and in the system.

**Narish** said this would not have been possible without the volunteers and his staff who have been working extra hard in getting the vaccines distributed.

**Mayor Boies** said they appreciate the work he is doing.

**Mayor Boies** said even though we were not able to have the FFA groups come to a Council meeting for the signing of the National FFA Week Proclamation, she met with the Signal Knob Middle School FFA leaders and signed the proclamation and had lunch with the FFA officers at Strasburg High School. She read the proclamation she signed for both groups which declared February 20 – 27, 2021 as National FFA Week.

**Mayor Boies** reminded Council that they will be serving the Community Meal on March 17<sup>th</sup>. She continued by saying that there are Blessing Boxes around town. These boxes have food in them for people to take as needed. She would like for Council to bring non-perishables to the Community Dinner with them so that these boxes can be replenished.

**Citizen Comments:**

**Action Items:**

**1.) Approval of Minutes: February 9<sup>th</sup>, 2021, Town Council Regular Meeting**

The minutes of the February 9<sup>th</sup>, 2021 Regular Council Meeting were approved as presented.

**2.) Tax Abatement Ordinance**

*Description: Proposed ordinance to partially exempt real estate taxation for the Pleasant View Apartments Development.*

**Council Member Nicholson moved for the Strasburg Town Council to adopt the ordinance partially exempting real estate taxation for the Pleasant View Apartment Development; second by Council Member Hooser.**

**Discussion:**

**Town Manager Pearson** gave a quick update on items that were included in the packet. Elevations of the building were shown, and the final conditions were included.

**Vice Mayor Cherrix** said the tax abatement would not go into effect until a Certificate of Occupancy is given and then it would be for three years and that is correct.

**The motion passed on a roll call vote with the following results:**

<b>Vice Mayor Cherrix</b>	<b>Aye</b>
<b>Council Member Hooser</b>	<b>Aye</b>
<b>Council Member Massoud</b>	<b>Nay</b>
<b>Council Member Monahan</b>	<b>Aye</b>
<b>Council Member Nicholson</b>	<b>Aye</b>
<b>Council Member Reynolds</b>	<b>Aye</b>
<b>Council Member Ricard</b>	<b>Aye</b>
<b>Council Member Weaver</b>	<b>Absent</b>

**3.) Rail to Trails Resolution**

*Description: Resolution to support the acquisition and conversion of out-of-service railroad right-of-way to a trail for alternative transportation and recreation.*

**Town Manager Pearson** said this resolution is regarding the presentation given by **Dr. Don Hindman** at the last work session. **Mayor Boies** read the resolution.

**Council Member Nicholson** moved for the Strasburg Town Council approve a resolution to support the acquisition and conversion of out-of-service railroad right-of-way to a trail for alternative transportation and recreation; second by Council Member Hooser.

# **Tab R:**

Documentation of Utility Allowance calculation

03/04/2026  
 Pleasant View VA LLC  
 120 Green Tree Circle, Bristol, VA 24201

**Pleasant View - Utility Allowance Estimation**

Please find below an estimated Utility Allowance (UA) for Pleasant View in Strasburg, VA.

In order to estimate the electric utility use, we used RESNET standard approved software (ekotrope). Below is the projected electric utility allowance cost that represents a weighted average cost between unit types. The inputs used in the energy modeling were from the preliminary plans and specifications from the ENERGY STAR MFNC v1.1 reference design. Utility rates were taken from the most current listed schedules.

Unit Type	Electricity	Water & Sewage	Water & Sewage	Total UA
2 BR	\$90	\$202	\$76	\$166
3 BR	\$108	\$292	\$94	\$202
<b>Tool</b>	<b>ekotrope</b>	<b>HUDUSM</b>	<b>VHDA</b>	
Source	Shenandoah Valley Electric Cooperative	Strasburg VA DPW	Virginia Housing Choice Voucher Program	
Notes	Schedule A-14 Residential	Effective 01/01/2025	Effective 07/01/2025	

Should you have any questions do not hesitate to contact me.

Sincerely,

**Patrick Schulze**  
 Residential Energy Modeler  
 RESNET HERS Rater  
[pschulze@southern-energy.com](mailto:pschulze@southern-energy.com)  
 Southern Energy Management

## Virginia Housing | Housing Choice Voucher Program

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

<b>Family Name:</b> _____ <b>Unit Address:</b> _____ <b>Voucher Size*:</b> _____ <b>Unit Bedroom Size*:</b> _____ <i>*Use smaller size to calculate tenant-supplied utilities and appliances.</i>
--

		Unit Type: 1 Exposed Wall					Effective Date: 07/01/2025			
Utility	Usage	Monthly Dollar Amount								
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR	7BR	
<b>Appliance</b>	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	
<b>Bottled Gas</b>	Cooking	\$9.00	\$12.00	\$15.00	\$19.00	\$24.00	\$27.00	\$31.00	\$34.00	
	Home Heating	\$47.00	\$65.00	\$84.00	\$102.00	\$130.00	\$149.00	\$167.00	\$186.00	
	Water Heating	\$20.00	\$28.00	\$36.00	\$44.00	\$56.00	\$64.00	\$72.00	\$80.00	
<b>Electricity</b>	Cooking	\$4.00	\$5.00	\$6.00	\$8.00	\$10.00	\$11.00	\$13.00	\$14.00	
	Cooling (A/C)	\$7.00	\$10.00	\$13.00	\$15.00	\$20.00	\$22.00	\$25.00	\$28.00	
	Home Heating	\$25.00	\$34.00	\$44.00	\$54.00	\$69.00	\$78.00	\$88.00	\$98.00	
	Other Electric	\$14.00	\$20.00	\$25.00	\$31.00	\$39.00	\$45.00	\$50.00	\$56.00	
	Water Heating	\$13.00	\$18.00	\$23.00	\$28.00	\$35.00	\$40.00	\$45.00	\$50.00	
<b>Natural Gas</b>	Cooking	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00	\$5.00	\$5.00	\$6.00	
	Home Heating	\$10.00	\$13.00	\$17.00	\$21.00	\$27.00	\$30.00	\$34.00	\$38.00	
	Water Heating	\$4.00	\$6.00	\$7.00	\$9.00	\$11.00	\$13.00	\$14.00	\$16.00	
<b>Oil</b>	Home Heating	\$44.00	\$61.00	\$78.00	\$96.00	\$122.00	\$139.00	\$157.00	\$174.00	
	Water Heating	\$19.00	\$26.00	\$33.00	\$41.00	\$52.00	\$59.00	\$67.00	\$74.00	
<b>Sewer</b>	Other	\$23.00	\$32.00	\$41.00	\$51.00	\$64.00	\$74.00	\$83.00	\$92.00	
<b>Trash Collection</b>	Other	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	
<b>Water</b>	Other	\$20.00	\$27.00	\$35.00	\$43.00	\$55.00	\$62.00	\$70.00	\$78.00	
<b>UTILITY ALLOWANCE TOTAL:</b>		\$	\$	\$	\$	\$	\$	\$	\$	

## Virginia Housing | Housing Choice Voucher Program

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

<b>Family Name:</b> _____ <b>Unit Address:</b> _____ <b>Voucher Size*:</b> _____ <b>Unit Bedroom Size*:</b> _____ <i>*Use smaller size to calculate tenant-supplied utilities and appliances.</i>
--

		Unit Type: 2 Exposed Walls					Effective Date: 07/01/2025			
Utility	Usage	Monthly Dollar Amount								
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR	7BR	
<b>Appliance</b>	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	
<b>Bottled Gas</b>	Cooking	\$9.00	\$12.00	\$15.00	\$19.00	\$24.00	\$27.00	\$31.00	\$34.00	
	Home Heating	\$49.00	\$68.00	\$88.00	\$107.00	\$137.00	\$156.00	\$175.00	\$195.00	
	Water Heating	\$20.00	\$28.00	\$36.00	\$44.00	\$56.00	\$64.00	\$72.00	\$80.00	
<b>Electricity</b>	Cooking	\$4.00	\$5.00	\$6.00	\$8.00	\$10.00	\$11.00	\$13.00	\$14.00	
	Cooling (A/C)	\$7.00	\$11.00	\$14.00	\$16.00	\$21.00	\$23.00	\$26.00	\$29.00	
	Home Heating	\$26.00	\$36.00	\$46.00	\$57.00	\$72.00	\$82.00	\$92.00	\$103.00	
	Other Electric	\$14.00	\$20.00	\$25.00	\$31.00	\$39.00	\$45.00	\$50.00	\$56.00	
	Water Heating	\$13.00	\$18.00	\$23.00	\$28.00	\$35.00	\$40.00	\$45.00	\$50.00	
<b>Natural Gas</b>	Cooking	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00	\$5.00	\$5.00	\$6.00	
	Home Heating	\$11.00	\$14.00	\$18.00	\$22.00	\$28.00	\$32.00	\$36.00	\$40.00	
	Water Heating	\$4.00	\$6.00	\$7.00	\$9.00	\$11.00	\$13.00	\$14.00	\$16.00	
<b>Oil</b>	Home Heating	\$46.00	\$64.00	\$82.00	\$101.00	\$128.00	\$146.00	\$165.00	\$183.00	
	Water Heating	\$19.00	\$26.00	\$33.00	\$41.00	\$52.00	\$59.00	\$67.00	\$74.00	
<b>Sewer</b>	Other	\$23.00	\$32.00	\$41.00	\$51.00	\$64.00	\$74.00	\$83.00	\$92.00	
<b>Trash Collection</b>	Other	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	
<b>Water</b>	Other	\$20.00	\$27.00	\$35.00	\$43.00	\$55.00	\$62.00	\$70.00	\$78.00	
<b>UTILITY ALLOWANCE TOTAL:</b>		\$	\$	\$	\$	\$	\$	\$	\$	



Office of Policy Development and Research (PD&R)  
U.S. Department of Housing and Urban Development



**Allowances for Tenant-Furnished Utilities and Other Services**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

Locality		Green Discount	Unit Type					Date
ZIP22657 - Strasburg, VA		Energy Star	Larger Apartment Building (5+ units)					02/23/2026
Utility/Service		Monthly Dollar Allowances						
Utility/Service	Utility/Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric Resistance	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric Heat Pump	n/a	n/a	n/a	n/a	n/a	n/a	
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a	
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric	n/a	n/a	n/a	n/a	n/a	n/a	
	Other	n/a	n/a	n/a	n/a	n/a	n/a	
Other Electric		n/a	n/a	n/a	n/a	n/a	n/a	
Air Conditioning		n/a	n/a	n/a	n/a	n/a	n/a	
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric	n/a	n/a	n/a	n/a	n/a	n/a	
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a	
Water		\$65	\$69	\$99	\$142	\$186	\$230	
Sewer		\$67	\$72	\$103	\$150	\$196	\$243	
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a	
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a	
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a	
Other - specify		n/a	n/a	n/a	n/a	n/a	n/a	
<b>Projected Family Allowances</b> (To be used to compute specific family allowances)		Utility/Service		Cost/Month				
		Space Heating		Not applicable		\$0		
Family Name		Cooking		Not applicable		\$0		
		Other Electric		Not applicable		\$0		
		Air Conditioning		Not applicable		\$0		
Unit Address		Water Heating		Not applicable		\$0		
		Water		Not applicable		\$0		
		Sewer		Not applicable		\$0		
		Trash Collection		Not applicable		\$0		
Number of Bedrooms		Range/Microwave		Not applicable		\$0		
1		Refrigerator		Not applicable		\$0		
		Other		Not applicable		\$0		
		<b>Total</b>				<b>\$0</b>		

# Fuel Summary

**Property**

Strasburg, VA 22657  
Model: 2BR int ground  
Community: Pleasant View

**Organization**

Southern Energy Management  
Benoit Rivard  
9196228441

**Inspection Status**

Results are projected

Pleasant View\_2BR int ground  
IFC 03.25.2025

**Builder**

## Annual Energy Cost

---

Electric	\$1,135
----------	---------

## Annual End-Use Cost

---

Heating	\$182
Cooling	\$59
Water Heating	\$170
Lights & Appliances	\$364
Onsite Generation	-\$0
Service Charges	\$360
Total	\$1,135

## Annual End-Use Consumption

---

Heating [Electric kWh]	2,006.0
Cooling [Electric kWh]	654.8
Hot Water [Electric kWh]	1,882.4
Lights & Appliances [Electric kWh]	4,019.7
Total [Electric kWh]	8,562.8
Total Onsite Generation [Electric kWh]	0.0

## Peak Electric Consumption

---

Peak Winter kW	1.45
Peak Summer kW	1.33

## Utility Rates

---

Electricity	SVEC A-14 eff 07/2025
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# Fuel Summary

## Property

Strasburg, VA 22657  
Model: 2BR int middle  
Community: Pleasant View

## Organization

Southern Energy Management  
Benoit Rivard  
9196228441

## Inspection Status

Results are projected

Pleasant View\_2BR int middle  
IFC 03.25.2025

## Builder

### Annual Energy Cost

---

Electric	\$1,125
----------	---------

### Annual End-Use Cost

---

Heating	\$165
Cooling	\$73
Water Heating	\$170
Lights & Appliances	\$357
Onsite Generation	-\$0
Service Charges	\$360
Total	\$1,125

### Annual End-Use Consumption

---

Heating [Electric kWh]	1,819.4
Cooling [Electric kWh]	807.6
Hot Water [Electric kWh]	1,881.8
Lights & Appliances [Electric kWh]	3,946.2
Total [Electric kWh]	8,455.0
Total Onsite Generation [Electric kWh]	0.0

### Peak Electric Consumption

---

Peak Winter kW	1.39
Peak Summer kW	1.39

### Utility Rates

---

Electricity	SVEC A-14 eff 07/2025
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# Fuel Summary

**Property**

Strasburg, VA 22657  
Model: 2BR int top  
Community: Pleasant View

**Organization**

Southern Energy Management  
Benoit Rivard  
9196228441

**Inspection Status**

Results are projected

Pleasant View\_2BR int top  
IFC 03.25.2025

**Builder**

## Annual Energy Cost

---

Electric	\$1,183
----------	---------

## Annual End-Use Cost

---

Heating	\$215
Cooling	\$81
Water Heating	\$170
Lights & Appliances	\$357
Onsite Generation	-\$0
Service Charges	\$360
Total	\$1,183

## Annual End-Use Consumption

---

Heating [Electric kWh]	2,372.4
Cooling [Electric kWh]	889.7
Hot Water [Electric kWh]	1,882.0
Lights & Appliances [Electric kWh]	3,945.9
Total [Electric kWh]	9,090.0
Total Onsite Generation [Electric kWh]	0.0

## Peak Electric Consumption

---

Peak Winter kW	1.58
Peak Summer kW	1.44

## Utility Rates

---

Electricity	SVEC A-14 eff 07/2025
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# Fuel Summary

**Property**

Strasburg, VA 22657  
Model: 3BR ext ground  
Community: Pleasant View

**Organization**

Southern Energy Management  
Benoit Rivard  
9196228441

**Inspection Status**

Results are projected

Pleasant View\_3BR ext ground  
IFC 03.25.2025

**Builder**

## Annual Energy Cost

---

Electric	\$1,310
----------	---------

## Annual End-Use Cost

---

Heating	\$245
Cooling	\$69
Water Heating	\$211
Lights & Appliances	\$426
Onsite Generation	-\$0
Service Charges	\$360
Total	\$1,310

## Annual End-Use Consumption

---

Heating [Electric kWh]	2,706.6
Cooling [Electric kWh]	748.5
Hot Water [Electric kWh]	2,326.4
Lights & Appliances [Electric kWh]	4,687.4
Total [Electric kWh]	10,468.9
Total Onsite Generation [Electric kWh]	0.0

## Peak Electric Consumption

---

Peak Winter kW	1.83
Peak Summer kW	1.54

## Utility Rates

---

Electricity	SVEC A-14 eff 07/2025
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# Fuel Summary

**Property**

Strasburg, VA 22657  
Model: 3BR ext middle  
Community: Pleasant View

**Organization**

Southern Energy Management  
Benoit Rivard  
9196228441

**Inspection Status**

Results are projected

Pleasant View\_3BR ext middle  
IFC 03.25.2025

**Builder**

## Annual Energy Cost

---

Electric	\$1,289
----------	---------

## Annual End-Use Cost

---

Heating	\$214
Cooling	\$89
Water Heating	\$211
Lights & Appliances	\$415
Onsite Generation	-\$0
Service Charges	\$360
Total	\$1,289

## Annual End-Use Consumption

---

Heating [Electric kWh]	2,361.3
Cooling [Electric kWh]	974.9
Hot Water [Electric kWh]	2,325.8
Lights & Appliances [Electric kWh]	4,571.0
Total [Electric kWh]	10,233.0
Total Onsite Generation [Electric kWh]	0.0

## Peak Electric Consumption

---

Peak Winter kW	1.73
Peak Summer kW	1.63

## Utility Rates

---

Electricity	SVEC A-14 eff 07/2025
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# Fuel Summary

**Property**

Strasburg, VA 22657  
Model: 3BR ext top  
Community: Pleasant View

**Organization**

Southern Energy Management  
Benoit Rivard  
9196228441

**Inspection Status**

Results are projected

Pleasant View\_3BR ext top  
IFC 03.25.2025

**Builder**

## Annual Energy Cost

---

Electric	\$1,286
----------	---------

## Annual End-Use Cost

---

Heating	\$230
Cooling	\$74
Water Heating	\$211
Lights & Appliances	\$412
Onsite Generation	-\$0
Service Charges	\$360
Total	\$1,286

## Annual End-Use Consumption

---

Heating [Electric kWh]	2,540.9
Cooling [Electric kWh]	808.6
Hot Water [Electric kWh]	2,326.1
Lights & Appliances [Electric kWh]	4,538.8
Total [Electric kWh]	10,214.3
Total Onsite Generation [Electric kWh]	0.0

## Peak Electric Consumption

---

Peak Winter kW	1.90
Peak Summer kW	1.61

## Utility Rates

---

Electricity	SVEC A-14 eff 07/2025
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# Fuel Summary

**Property**

Strasburg, VA 22657  
Model: 3BR int ground  
Community: Pleasant View

**Organization**

Southern Energy Management  
Benoit Rivard  
9196228441

**Inspection Status**

Results are projected

Pleasant View\_3BR int ground  
IFC 03.25.2025

**Builder**

## Annual Energy Cost

---

Electric	\$1,283
----------	---------

## Annual End-Use Cost

---

Heating	\$217
Cooling	\$72
Water Heating	\$211
Lights & Appliances	\$423
Onsite Generation	-\$0
Service Charges	\$360
Total	\$1,283

## Annual End-Use Consumption

---

Heating [Electric kWh]	2,393.5
Cooling [Electric kWh]	786.2
Hot Water [Electric kWh]	2,326.2
Lights & Appliances [Electric kWh]	4,662.7
Total [Electric kWh]	10,168.7
Total Onsite Generation [Electric kWh]	0.0

## Peak Electric Consumption

---

Peak Winter kW	1.75
Peak Summer kW	1.55

## Utility Rates

---

Electricity	SVEC A-14 eff 07/2025
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# Fuel Summary

**Property**

Strasburg, VA 22657  
Model: 3BR int middle  
Community: Pleasant View

**Organization**

Southern Energy Management  
Benoit Rivard  
9196228441

**Inspection Status**

Results are projected

Pleasant View\_3BR int middle  
IFC 03.25.2025

**Builder**

## Annual Energy Cost

---

Electric	\$1,270
----------	---------

## Annual End-Use Cost

---

Heating	\$196
Cooling	\$88
Water Heating	\$211
Lights & Appliances	\$415
Onsite Generation	-\$0
Service Charges	\$360
Total	\$1,270

## Annual End-Use Consumption

---

Heating [Electric kWh]	2,167.4
Cooling [Electric kWh]	960.8
Hot Water [Electric kWh]	2,325.7
Lights & Appliances [Electric kWh]	4,569.7
Total [Electric kWh]	10,023.6
Total Onsite Generation [Electric kWh]	0.0

## Peak Electric Consumption

---

Peak Winter kW	1.67
Peak Summer kW	1.62

## Utility Rates

---

Electricity	SVEC A-14 eff 07/2025
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# Fuel Summary

**Property**

Strasburg, VA 22657  
Model: 3BR int top  
Community: Pleasant View

**Organization**

Southern Energy Management  
Benoit Rivard  
9196228441

**Inspection Status**

Results are projected

Pleasant View\_3BR int top  
IFC 03.25.2025

**Builder**

## Annual Energy Cost

---

Electric	\$1,336
----------	---------

## Annual End-Use Cost

---

Heating	\$255
Cooling	\$95
Water Heating	\$211
Lights & Appliances	\$415
Onsite Generation	-\$0
Service Charges	\$360
Total	\$1,336

## Annual End-Use Consumption

---

Heating [Electric kWh]	2,816.0
Cooling [Electric kWh]	1,032.7
Hot Water [Electric kWh]	2,325.9
Lights & Appliances [Electric kWh]	4,568.2
Total [Electric kWh]	10,742.8
Total Onsite Generation [Electric kWh]	0.0

## Peak Electric Consumption

---

Peak Winter kW	1.87
Peak Summer kW	1.67

## Utility Rates

---

Electricity	SVEC A-14 eff 07/2025
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# **Tab S:**

Supportive House Mandatory  
Certification and Documentation

NA

# **Tab T:**

Funding Documentation

**VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
HOUSING INNOVATIONS IN ENERGY EFFICIENCY PROGRAM AGREEMENT**

**THIS PROGRAM AGREEMENT** made and entered into this date 3/11/2025 by and between **SURBER DEVELOPMENT AND CONSULTING LLC** (hereinafter referred to as “the Developer”) and **PLEASANT VIEW VA LLC** (hereinafter referred to as “the Owner”) and the **VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** (hereinafter referred to as “DHCD”).

The **Housing Innovations In Energy Efficiency** (hereinafter referred to as “HIEE”) funds provided for and which are the subject of this program agreement (hereinafter referred to as “the Agreement”), have been appropriated by the Virginia General Assembly to support the preservation and production of affordable housing, and are allocated for this project, however, the Department reserves the right to modify, amend or terminate this Agreement due to the reduction or rescission of state funds by the Virginia General Assembly. The funds are subject to, and this Agreement incorporates by reference, the terms, rules, and conditions set forth in the HIEE Application, plan and guidelines and related laws of the Commonwealth of Virginia.

Upon execution of this Agreement, the Department has approved the Developer’s request for a loan and the Department authorizes the Developer to initiate activities and incur expenses associated with the **Pleasant View** project to provide affordable housing. The Developer agrees to comply with all the terms and conditions of this Agreement, and all applicable State laws and requirements in its implementation of activities. The Developer agrees to furnish in such a form as the Department may require, reports concerning the status of project activities and/or disposition of loan funds.

The Developer shall hold the Commonwealth of Virginia, the Department, its agents and employees harmless from any and all claims and demands based upon or arising out of any actions by the Developer, its employees, agents or contractors.

The Department reserves the right to modify, amend, or terminate this Agreement at any time during the term of this Agreement due to failure of the Developer to comply with the terms and conditions of this Agreement and other documents set forth herein, or due to the loss, reduction, or rescission of state funds from the Department.

- I. **Loan Amount** – The Department hereby awards a loan of **\$1,330,398** of HIEE resources (the “Loan”) to be used in a manner consistent with the proposed budget in the Affordable and Special Needs Housing application and the Scope of Eligible Activities, IV. The loan is intended to be for long-term permanent financing.
  
- II. **Term of Agreement** – This Agreement goes into effect upon execution/signing of this Agreement. The funding reservation will expire on **March 25, 2027 (3/25/2027)** after the execution/signing of this Agreement. DHCD reserves the right to de-obligate the fund reservation at any time in the case of the project not making sufficient progress toward completion. This funding reservation may be extended at DHCD’s discretion if the Developer

can demonstrate just cause. This HIEE Program Agreement will remain in effect until the expiration of the Affordability Period (as defined in Section V).

- III. **Budget** – The attached budget, including other funding sources and projected expenses to be paid with HIEE loan, are herein incorporated as a part of this Agreement.
- IV. **Scope of Eligible Activities – Pleasant View** (the “Project”) is the new construction of forty-eight (48) units of affordable rental housing across one (1) building located at 500 Pleasant View Drive, Strasburg, VA 22657. All units will be made available to households at or below 80% Area Median Income. The Project will meet or exceed Zero Energy Ready Homes (ZERH) standards including but not limited to improved energy efficiency performance, dehumidification, fresh air ventilation, and green building certification standards to comply with guidelines for receiving Housing Innovations in Energy Efficiency (HIEE) funding.
- V. **Affordability Period** – The Developer must assure that the developed/preserved units will be used for affordable housing in accordance with program requirements and those specified with this Agreement for at least 30 years from the completion of the project. The completion date is the date that DHCD receives a complete and accurate rent lease up report, or a complete and accurate completion report including beneficiary data for the project if HOME funds are included in the project. At the end of the Affordability Period, at DHCD’s sole discretion, the initial principal and any accrued interest may be either repaid or forgiven, provided the Developer has been in compliance for 30 years. This affordability period shall be secured through a Deed of Trust. Deeds of Trust placed on the project under the HIEE Loan may only be subordinated to other project financing with the approval of the Department. Should the Loan be subordinate to financing issued by Virginia Housing Development Authority (“Virginia Housing”), the Affordability Period shall be the greater of 30 years or the remaining term of the mortgage issued by Virginia Housing.
- VI. **Fund Disbursement** – The loan of \$1,330,398 will be for a term of 30 years at zero percent (0%) interest, structured as an interest-only, must pay loan consisting of equal monthly interest payments. The Loan is not intended to be a grant. Payments shall be made in accordance with Virginia Housing loan servicing guidance. Funds will be disbursed to Virginia Housing for distribution at the project loan closing and must be used in accordance with the approved budget. Funds not disbursed by the expiration of this Agreement will be forfeited. Disbursements will be made by the Department on the basis of notification of the project loan closing date. The closing date must be confirmed by Virginia Housing. The total disbursement of HIEE funds shall not exceed the loan dollar amount awarded in section I. of this Agreement. Should the anticipated closing not take place, funds will be held at Virginia Housing. Funds are intended to be used as long-term permanent financing. Notwithstanding anything to the contrary above, should the Loan be subordinate to financing issued by Virginia Housing Development Authority (“Virginia Housing”), the term of the Loan shall be the greater of 30 years or the remaining term of the mortgage issued by Virginia Housing.

Other terms and conditions of the Loan will be as set forth in the loan commitment issued pursuant to this Agreement.

- VII. **Federal HOME Requirements** – If applicable, use of these funds results in a project that uses federal HOME Investment Partnerships Program funds, this Agreement shall be governed by all federal requirements pertaining to affordable housing projects developed under the HOME program. The Developer's failure to contact the Department in no way releases it from its responsibility to ensure compliance with federal HOME requirements in project construction, maintenance, and management.

This project does  OR does not  include an allocation of HOME Funds.

- VIII. **Repayment Provision** – The Loan is to be repaid in accordance with the rate and terms outlined in Section VI. Virginia Housing will serve as the loan servicing entity. Failure to make payments in accordance with the prescribed payment schedule may result in foreclosure on the property.
- IX. **Access to Property** – The Developer shall give DHCD unrestricted access to the property for inspections and site review.
- X. **Records and Reports** – The Developer shall maintain records as prescribed by the Department. The Developer shall give DHCD unrestricted access to records, files, books, papers, and documents related to the administration of the HIEE Fund project. Records pertaining to activities funded pursuant to this Agreement shall remain intact and accessible for at least five years beyond the end of the affordability period. In the event a litigation claim or audit is initiated prior to expiration of the record retention period, records shall be retained until such action is resolved to DHCD's satisfaction. DHCD reserves the right to change reporting requirements for the HIEE Fund as needed to ensure compliance.
- XI. **Accounting Records** – The Developer shall record in its accounting system all funds received by it pursuant to this Agreement. All costs to be supported by the Loan shall be documented by properly executed invoices, contracts, or vouchers. All checks, invoices, contracts vouchers, orders, or other accounting documents pertaining in whole or in part to any project activity funded with the Loan shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall be retained by the Developer for a period of five years beyond the end of the affordability period and shall be readily accessible to the Department during the course of the project. Should any litigation claim or audit be started before the expiration of the affordability period, the records shall be retained until such action is resolved.
- XII. **Audit** – The Developer must submit an annual audit to DHCD within thirty days after receipt of the auditor's report and nine months after the end of the audited period.

- XIII. **Termination, Suspension, Conditions** – If through any cause, the Developer fails to comply with the terms, conditions or requirements of this Agreement, the Department may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least five days prior to such action. In the case of Agreement violations by the Developer and/or termination of the project before completion, the Department may make a written request that all or some of the Loan be returned even if the Developer has expended the Loan. The Developer agrees to return the Loan as requested by the Department within 15 days of receipt of the written request.
- XIV. **Subsequent Contracts** – The Developer shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the Loan is being provided to the Developer. Any contractor or subcontractor, which is not the Developer, shall comply with all the lawful requirements of the Developer necessary to ensure that the project for which this assistance is being provided under this Agreement is carried out in accordance with the Developer's assurance and certifications.
- XV. **Federal Match** –HIEE expenditures associated with this funding commitment will be used to meet the State's federal HOME program match requirement and may not be utilized for any subsequent match requirement without permission from the Department.
- XVI. **Miscellaneous** – This Agreement constitutes the entire and final Agreement between the parties with respect to the reserved funds and supersedes all prior negotiations and agreements. This Agreement is contingent upon the availability of HIEE funds. This Agreement may be amended only in writing signed by DHCD and the Developer. This Agreement may be terminated for convenience upon 30 days written notice by any party hereto. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. All provisions contained herein are severable and should any provision be held invalid by a court of competent jurisdiction the remaining provisions shall remain in full force and effect.
- XVII. **ADDITIONAL ASSURANCES AND CONDITIONS:**

The Developer hereby assures and certifies that:

It possesses legal authority to execute this Agreement;

It will ensure that resources are available to provide the housing units developed/preserved through this Agreement at affordable rents to the targeted population for at least a period of 30 years.

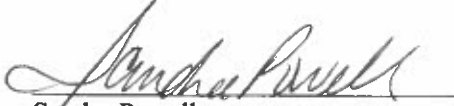
That any additional funds needed to complete the Scope of Eligible Activities (IV) are committed and available for uses.

**XVIII. DEED OF TRUST**

The owner/developer agrees to place a Deed of Trust on the developed/preserved units to ensure that they are used for affordable housing for the targeted population for a period of 30 years. Should the property use be changed during the Affordability Period, the loan funds must be immediately re-paid in full to the HIEE Fund in accordance with the terms of this Agreement.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing and  
Community Development**  
By Its Authorized Officer:



Sandra Powell  
Senior Deputy Director  
Community Development & Housing

**Surber Development and Consulting LLC**

By: 

Managing Member

Title:

3/11/2025

Date

3/25/25

Date

**Pleasant View VA LLC**

By: 

Managing Member

Title:

3/11/2025

Date



**AFFORDABLE AND SPECIAL NEEDS HOUSING PROGRAM  
NATIONAL HOUSING TRUST FUND PROGRAM AGREEMENT**

**THIS PROGRAM AGREEMENT** made and entered into this 18th day of March 2025 by and between **SURBER DEVELOPMENT AND CONSULTING LLC** (hereinafter referred to as “the Developer”) and **PLEASANT VIEW VA LLC** (hereinafter referred to as “the Owner”) and the **VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** (hereinafter referred to as “DHCD”).

**I. DEFINITIONS**

- a. **The DEVELOPER** – is hereby identified as **Surber Development and Consulting LLC**, who will develop the project and is hereinafter referred to as “Developer”.
- b. **The PROJECT OWNER** – is hereby identified as **Pleasant View VA LLC**, and is hereinafter referred to as “Owner”.
- c. **The PROJECT NAME** - is hereby identified as **Pleasant View**, a DHCD-assisted Affordable and Special Needs Housing project, and is hereinafter referred to as the “Project”.
- d. **PARTICIPATING JURISDICTION** – is hereby defined as the **Virginia Department of Housing and Community Development**, the funding entity for Affordable and Special Needs Housing funds, including National Housing Trust Fund and HOME Investment Partnerships Program funds, and is hereinafter referred to as “DHCD”.

**WITNESSETH:**

**WHEREAS**, the Project Developer and Project Owner has applied to DHCD for permanent finance funding for the Project located in city/county of **Strasburg, Virginia**; and

**WHEREAS**, based upon the representations, statements and warranties contained in the Application, exhibits, underwriting and subsidy analysis, and any amendments thereto filed with, and accepted by DHCD, DHCD has approved funding for the Project; and

WHEREAS, the Developer, Owner, and DHCD desire to work together to provide such funding assistance in the amount and subject to the terms and conditions set forth below in the area to be served as set forth by this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

**II. Reservation of Funds**

The Developer and Project Owner hereby accepts the reservation of **\$715,000** in National Housing Trust Funds (hereinafter referred to as "NHTF funds") for a permanent financing gap for the development of this rehabilitation or new construction project. The NHTF is funded by the U.S. Department of Housing and Urban Development (HUD) and was established under Title I of the Housing and Economic Recovery Act of 2008, Section 1131 (Public Law 110-289). Section 1131 of HERA amended the Federal Housing Enterprises Financial Safety and Soundness Act of 1992 (12 U.S.C. 4501 et seq.) (Act) to add a new section 1337, entitled "Affordable Housing Allocation" and a new section 1338, entitled "Housing Trust Fund."

**III. Project Description and Requirements**

**"Project Owner": Pleasant View VA LLC**

**"Project Name": Pleasant View**

**Project Type: New Construction**

**Project Address and Locality: 500 Pleasant View Drive, Strasburg, VA 22657**

**Property Management Entity: Excel Property Management, Inc.**

**Total Development Cost: \$16,693,039**

**Purpose of the Award:** To develop an affordable housing project that provides a total of **48** units of affordable housing. Under this NHTF Program Agreement the Project shall have no less than **(5) floating** NHTF assisted units. The NHTF-Assisted units will be subject to NHTF rent limits identified in this Agreement. **100% of the NHTF units will target incomes at or below 30 percent AMI.**

The project must maintain accessible units for residents with mobility impairments and accessible units for residents with sensory impairments as identified in its Affordable and Special Needs Housing application as approved by DHCD. Based on representations made to DHCD in the Affordable and Special Needs Housing Program application approved by DHCD, a total of **5 units** will be accessible and meeting at least minimum Section 504 requirements.

DHCD's underwriting has been performed using supporting data provided by the Developer in the Affordable and Special Needs Housing Program application, to include the approved development budget, operating pro-forma, and detailed construction timeline.

**AN UPDATED DEVELOPMENT BUDGET, OPERATING PROFORMA AND DETAILED TIMELINE MUST BE ATTACHED SUBMITTED WITH THIS EXECUTED AGREEMENT.**

**IV. Required Affordability Period**

The Project Owner must assure that the property will meet all NHTF Program requirements and those specified within this Agreement for **at least 30** years from the completion of the NHTF-assisted project (the “**Affordability Period**”). The Affordability Period will begin on the date that DHCD receives a complete and accurate HUD completion report including beneficiary data for the project and that information is entered into HUD’s Integrated Disbursement & Information System. Should the Loan Documents be subordinate to financing issued by Virginia Housing Development Authority (“Virginia Housing”), the Affordability Period may extend beyond 30 years and shall not terminate prior to the remaining term of the mortgage issued by Virginia Housing.

NHTF-assisted units must provide affordable housing for extremely low-income households for the duration of the Affordability Period. The Affordability Period cannot begin prior to completion of construction. If there are any vacant NHTF-assisted units six (6) months following the commencement of the Affordability Period, the Project Owner must submit documentation to DHCD to demonstrate how it will market the unit(s). If any unit remains vacant 18 months from project completion, this will be considered a breach of contract (failure to provide affordable housing) and the Project Owner will be required to repay any NHTF funds that were invested in these units. When combined with HOME Funds, which typically require a 15-year affordability period for rehabilitation or a 20-year affordability period for new construction, the Project Owner must assure that the property will meet the most stringent Affordability Period.

**V. Unit Designation**

The assisted unit mix, containing **5 NHTF** rent units must be maintained throughout the applicable Affordability Period. Noncompliance is allowable on a temporary basis only if a tenant’s income increases. IRS rules regarding over income tenants in LIHTC are govern. Rents may need to be adjusted if tenant income exceeds limits. NHTF-assisted tenant households must earn less than 30 percent AMI. The assisted units are floating units within the project and consist of the following unit mix:

<b>NHTF Unit Mix</b>		
<i>Number of Bedrooms</i>	<i>Number of NHTF Assisted-Units</i>	<i>Type of unit</i>
Efficiency	—	See rents below
One-Bedroom Units	—	
Two-Bedroom Units	<u>5</u>	
Three-Bedroom Units	—	
<b>Total NHTF-assisted units</b>	<b><u>5</u></b>	

**VI. Rent Limits**

For all NHTF projects, the maximum allowable rent is the HUD calculated NHTF Rent Limit and/or the 30 percent AMI Rent Limit.

NHTF Rent limits are inclusive of all rent a client and/or tenant-based voucher pays, and utilities that must be paid by the tenant. The Project Owner may not charge any rents that are higher than the applicable HUD-issued Program rent limits with the exception of project-based subsidies. HUD-issued Program rent limits include utilities. This means that if the tenant is paying any utilities, the Project Owner must deduct the applicable utility allowance (discussed in the following section) from the applicable HUD-issued Program rent limits in order to determine the maximum amount of rent that can be charged for each unit type. **Rents are based on the Rent Schedule included in Exhibit A and are approved as follows:**

<i><b>NHTF Unit Rents (rent includes utilities)</b></i>		
<i>Number of Bedrooms</i>	<i>Approved NHTF Assisted Pro-forma Rents</i>	<i>NHTF Unit Rent Limit</i>
<i>Efficiency</i>	<i>\$XXX</i>	<i>\$XXX</i>
<i>One-Bedroom Units</i>	<i>\$XXX</i>	<i>\$XXX</i>
<i>Two-Bedroom Units</i>	<i>\$406</i>	<i>\$645</i>
<i>Three-Bedroom Units</i>	<i>\$XXX</i>	<i>\$XXX</i>
<i>Four-Bedroom Units</i>	<i>\$XXX</i>	<i>\$XXX</i>

**VII. Projects/units with Project-based rental assistance**

The Project will have at least **0 project-based vouchers** available for tenants. NHTF Program regulations allow the owner of the rental project to charge up to the project-based program rent limit provided:

- The unit is an extremely low-income (ELI) NHTF rent unit;
- The unit receives project-based assistance;
- The unit is occupied by a Very Low Income tenant; and
- Tenant does not pay more than 30 % of adjusted income for housing.

Section 8 Project-Based Vouchers may be made available to NHTF-assisted units. When project-based assistance from other HUD programs is provided to NHTF units, the rents are based on the rent requirements of that program.

**VIII. Rents during the Affordability Period**

Each year, HUD issues updated rent limits for the NHTF Program. DHCD will notify the Project Developer when these updates are issued. At no time can the rents be increased above the applicable NHTF rent limits that are in effect, throughout the Affordability Period. DHCD must approve any rent increase for these units throughout the Affordability Period.

The current NHTF Rent limits are available here:  
<https://www.hudexchange.info/programs/htf/htf-rent-limits/>

## **IX. Utility Allowances**

The Project Owner must submit to DHCD a project-specific utility allowance using HUD's Utility Schedule Model (which is available at: <https://tools.huduser.gov/husm/uam.html>) or an approved calculation provided by a local authority or designated approved entity. The property Owner is required to annually update the utility schedule and submit the updated schedule to DHCD for annual review.

## **X. Property Standards**

All units being constructed must comply with local and applicable State Codes and Ordinances. Prior to expending the funds, and before the occupancy, the State will require a Certificate of Occupancy or AIA G704, certificate of substantial completion from the local building official. A copy of the CO or G704 will be kept in the State's NHTF project file to document that the property standards requirement under the NHTF program have been met.

Federal accessibility standards of Section 504 of the Rehabilitation Act of 1973 apply to the Project in all accessible units and common spaces. The Project must have and maintain the required number of accessible units for residents with mobility impairments and accessible units for residents with sensory impairments as identified in its Affordable and Special Needs Housing application as approved by DHCD. Individual units can be both accessible for residents with mobility impairments and accessible for residents with sensory impairments. The accessible units and the common spaces must meet the Uniform Federal Accessibility Standards (UFAS) throughout the Affordability Period. These standards are available online at <https://www.access-board.gov/aba/guides/>

The Project is NOT subject to the lead-based paint requirements of 24 CFR Part 35 Subparts A, B, J, K, M, and R for pre-1978 units. For all pre-1978 properties, the owner must disclose any known or potential lead-based paint risks to each tenant at move-in and lease renewal; the tenant must sign the notice to document receipt. In addition, visual inspections must be conducted annually or at unit turnover (whichever is sooner) to check for peeling, flaking, or deteriorating paint. For more information on the lead-based paint requirements, please see the *Lead Safe Housing Policies and Procedures* guide on DHCD's website at: <https://www.dhcd.virginia.gov/sites/default/files/Docx/housing/lead-safe-housing-rule-procedures.pdf>

DHCD reserves the right to inspect the property and any assisted units at any point throughout the Affordability Period. It expects to conduct onsite property inspections upon project completion and at a minimum of every three years and will include property common areas for all project buildings and a sample of assisted units. All assisted projects must maintain the property standards applicable (state and local codes and ordinances) at the time of project completion throughout the 30 year Affordability Period.

Project Owner must submit an annual certification to DHCD that each building and all assisted units in the project are suitable for occupancy, in consideration of these property standards requirements.

## **XI. Income Eligibility**

NHTF Program regulations require income verification for all prospective tenants of assisted units. DHCD's Affordable and Special Needs Housing program rules specify that owners of NHTF-assisted rental properties use the Section 8/Part 5 definition of income for income verification. State officials will monitor the income verification process to ensure that the initial occupants comply with Program requirements. HUD will adjust NHTF program income limits annually. Therefore, incomes are required to be verified annually. Property owners are required to use source documentation to verify an applicant's income upon initial occupancy and every 6<sup>th</sup> year of the Affordability Period. Income recertification should occur on either:

- The anniversary date of initial verification; or
- Lease renewal date; or
- An annual date established for all tenant incomes in the project to be verified.

For years when the Project Owner is not required to use *source documentation*, it must require tenants to self-certify their income. Tenants are considered over-income if their incomes rise above the applicable income limit for the type and size of NHTF unit they lease (NHTF Program Rent).

In the event tenant incomes rise or fall at the time of annual income re-certification, the Project Owner must maintain the original NHTF-assisted unit mix and/or adjust unit rents to remain in compliance with NHTF program regulations.

It is the property owner's responsibility to ensure compliance with NHTF rent and income limits throughout the applicable Affordability Period. Temporary noncompliance is allowed in the event a tenant's income rises or falls, but any instance of temporary noncompliance must be mitigated as soon as possible by filling the next available unit with an income eligible tenant, as a NHTF-assisted unit.

## **XII. Maximum NHTF Income Limits**

The NHTF Program publishes income limits on an annual basis. All NHTF units must be targeted to Extremely Low Income individuals. DHCD will provide the property manager with the annually updated NHTF income limits at the time they are published by HUD. The income limits and occupancy restrictions are established for the NHTF Program and will be enforced on the NHTF-assisted units. Income calculations are based on the Section 8 income definition. The following table shows the NHTF income limit(s) for the NHTF-assisted units at 30 percent of the AMI (area median income) for the Project:

Project Location: Shenandoah County, VA MSA  
NHTF Program Income Limits for 2024

<b>HUD NHTF Program Income Limits</b>							
<b>1 Person</b>	<b>2 Person</b>	<b>3 Person</b>	<b>4 person</b>	<b>5 Person</b>	<b>6 Person</b>	<b>7 Person</b>	<b>8 Person</b>
\$17,100	\$19,550	\$22,000	\$24,400	\$26,400	\$28,350	\$30,300	\$32,250

These limits are the maximum amount of annual gross income a household can have and be eligible to occupy a NHTF-assisted unit. Annual income limits are published at:  
<https://www.hudexchange.info/programs/htf/htf-income-limits/>

### **XIII. Lease requirements and prohibited lease terms**

The lease between a tenant and an owner of rental housing assisted with NHTF funds must be in writing and for not less than one year, unless by mutual agreement between the tenant and the owner. All tenants in DHCD-funded NHTF rental projects must sign the Virginia Department of Housing and Community Development NHTF Unit Lease Addendum, which is attached as Exhibit [B], when they sign the lease for their NHTF-assisted unit. Termination of tenancy may only be for good cause, in accordance with Termination of Tenancy- §93.303(c).

The lease must not contain any of the following prohibited lease terms:

- (1) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- (2) Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- (3) Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- (4) Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- (5) Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- (6) Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;
- (7) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- (8) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- (9) Mandatory services. The tenant may not be required to participate in any services as part of tenancy in a NHTF-assisted unit unless the housing is specifically designed as transitional housing.

### **XIV. Prohibition against Unreasonable Fees**

The Project Owner may not impose any fees on low-income applicants or tenants of the project, other than those that are reasonable and customary for non-assisted housing in the area (such as a credit report fee).

#### **XV. Tenant Selection**

The Project Owner must adopt a DHCD-approved written tenant selection policies and criteria that:

- (1) Are consistent with the purpose of providing housing for extremely low-income, very low-income and low-income families;
- (2) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
- (3) Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
- (4) Give prompt written notification to any rejected applicant of the grounds for any rejection.

#### **XVI. Marketing Accessible Units**

The Project Owner must offer accessible units to the following potential occupants who might require or benefit from the accessibility feature(s) of the unit, in this order of priority: (1) a current occupant of the property; (2) an eligible qualified applicant on the waiting list; (3) the disabled community at-large; and (4) a nondisabled person on the waiting list. Accessible units must be listed as available on Virginia Housing Search. Note, a nondisabled tenant may rent an accessible unit *only* when the property manager has made all reasonable efforts to attract a tenant with a disability, and has followed the above steps.

#### **XVII. Marketing of Special Needs Units**

Developer has agreed to designate units for tenants with intellectual/developmental disabilities per the allocation of Low Income Housing Tax Credits.

Tenant selection plans must include a provision for selection of tenants for special needs targeted units. Vacant units must be held vacant for 60 days or until leased to targeted special needs population. All vacant special needs units must be listed on Virginia Housing Search.

#### **XVIII. Monitoring**

Requirements include compliance with annual rent and occupancy reporting, annual financial reporting, and housing quality standard/inspections depending on project size. DHCD will verify rent and occupancy reporting and NHTF program compliance through onsite file reviews and monitoring. Project owners that are unable to remedy events of noncompliance following notice and opportunity to cure as set forth in this Agreement will not be eligible for additional funding through DHCD and may be required to return the full amount of the original NHTF investment. For projects with operating costs that significantly exceed operating revenue within the

Affordability Period, DHCD reserves the right to require one or more of the following as resolutions:

- Development of improved management procedures;
- Technical assistance for specific issues provided by DHCD, HUD, or a HUD-provided consultant;
- Project financial reporting and monitoring
- Additional owner funds commitment;
- Change in property management agency;
- Utilization of project reserves;
- Modification of NHTF financing terms;
- Transfer of project ownership
- Foreclosure.

#### **XIX. Other Federal Requirements**

The Project Developer certifies that it will comply with all other applicable federal regulations.

These regulations are specified in the current DHCD Affordable and Special Needs Housing Program guidelines, found on DHCD's NHTF webpage at: <https://www.dhcd.virginia.gov/nhtf>

and by NHTF regulation at:

<https://www.hudexchange.info/resources/documents/National-Housing-Trust-Fund-Interim-Rule-Summary-24-cfr-parts-91-and-93.pdf>.

These other federal requirements include but are not limited to the following: The Project Owner certifies that it will comply with the following:

1. Performance Reporting requirements;
2. Affirmative Marketing at 24 CFR 92.351;
3. Displacement, relocation, and acquisition at 24 CFR 92.353;
4. Federal labor standards at 24 CFR 92.354 (if applicable);
5. Conflict of Interest requirements at 24 CFR 92.3569(f);
6. Nondiscrimination and Civil Rights requirements at 24 CFR 92.350;
7. Uniform Administrative requirements;
8. Equal Participation of Religious Organizations requirements;
9. Drug-Free Workplace requirements; and
10. Violence Against Women Reauthorization Act of 2013 (VAWA)

The Project Owner agrees to make available all agency and program participant records to the Commonwealth of Virginia, HUD and the HUD Inspector General upon request.

#### **XX. Repayment Provision for Failure to Comply**

If the Project Owner fails to comply with all applicable NHTF program requirements, throughout the Affordability Period, and such failure comes after any notice and cure period provided for

under the Enforcement Provisions of this Agreement, DHCD may require the Project Owner to return the full amount of the NHTF assistance to DHCD.

**XXI. Term of Agreement**

**The project must be completed by March 25, 2027 (3/25/2027).** No choice-limiting activity can commence on the project prior to execution of this Agreement. Environmental Record Review requirements must be documented and all funding contingencies must be finalized prior to the execution of this agreement. DHCD reserves the right to de-obligate this fund reservation at any time in the case of a project not making sufficient progress towards project completion and meeting the terms of this agreement. DHCD will notify the Project Developer and/or Owner in writing of any potential or perceived breach of this agreement within 30 days of DHCD's knowledge of same. The Project Developer and/or Owner will be provided 30 days from the date of the notice to correct and/or respond to the breach. In the event that the Project Developer and/or Owner cannot implement a remedy for the breach that is acceptable to DHCD, DHCD may initiate any such action outlined in this Agreement, permitted by the NHTF program regulations, or at law or equity. This funding reservation will expire one year after the execution of this Agreement when construction has failed to commence. This Agreement may be extended at DHCD's discretion if the Project Developer and/or Owner can demonstrate just cause.

This NHTF program Agreement will remain in effect throughout the Affordability Period, are required by §93.302(d).

**XXII. Funds Disbursement**

NHTF regulations require that the Project Developer cannot request funds until they are needed for payment of NHTF eligible costs as identified in the Affordable and Special Needs Housing Guidelines; and, the amount of disbursement is limited to the amount needed.

DHCD funds are provided as must-pay permanent finance gap funding and will not be disbursed until the property's Certificate of Occupancy or AIA G704, Certificate of Substantial Completion from the local building official certifying that the property meets all local and state codes, along with a final inspection to ensure that DHCD's rehabilitation standards, as applicable, has been met.

**XXIII. Records and Reports**

The Project Owner is required to submit the following reports to DHCD:

- (1) Annual rent and occupancy reports, including information on any unit substitutions that were made in order to maintain unit mix (in either February or September),
- (2) Annual financial reports that are in sufficient detail that DHCD can fairly evaluate the financial condition of the property, and
- (3) Annual certification that each building and all NHTF-assisted units in the project are suitable for occupancy.

The annual rent and occupancy and financial reports must be submitted electronically to DHCD through the through DHCD's CAMS website.

Throughout the construction period, the project Owner must submit quarterly progress reports to DHCD through the CAMS website to demonstrate appropriate timeline milestones are being met.

The Project Owner shall maintain records as prescribed by DHCD. The Project Owner shall give DHCD and HUD unrestricted access to records, files, books, papers, and documents related to the administration of the NHTF program. Records pertaining to activities funded pursuant to this Agreement shall remain intact and accessible for at least five years beyond the end of the Affordability Period. Records of individual tenant income verifications, project rents, and project inspections must be retained for the most recent five year period, until five years after the Affordability Period terminates. Initial lease up information must be retained and accessible for at least five years after the end of the Affordability Period. In the event any litigation claim or audit is initiated prior to expiration of the record retention period, records shall be retained until such action is resolved to DHCD's satisfaction. DHCD reserves the right to change the reporting requirements as needed to ensure regulatory compliance.

The Project Owner shall record in its accounting system all project payments received by it pursuant to the NHTF and all other funds provided for, accruing to, or otherwise received on account of the NHTF Fund. All costs, including paid services contributed by the Project Owner, charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing the nature and propriety of the charges. All checks, payrolls, invoices, contract, vouchers, orders or other accounting documents pertaining in whole or in part to any project activity funded with the Fund shall be clearly identified, readily accessible, and separate and distinct from all other such documents. All accounting records shall reside at the project Owner's office.

#### **XXIV. Enforcement**

In accordance with 24 CFR 85.43, DHCD reserves the right to modify, amend, suspend or terminate this Agreement at any time during the term of this Agreement due to material failure of the Project Owner to comply with the terms and conditions of this Agreement and other Documents set forth by reference herein. DHCD will notify the Project Owner in writing of any potential or perceived breach of this agreement within 30 days of DHCD's knowledge of same. The Project Owner will be provided 30 days from the date of the notice to correct and/or respond to the breach. In the event that the Project Owner cannot implement a remedy for the breach that is acceptable to DHCD, DHCD may initiate any such action outlined in this Agreement, permitted by the NHTF program regulations, or at law or equity.

Project owners with unresolved findings or compliance issues will not be eligible for additional funding through DHCD and may be required to return the full amount of the original NHTF investment.

In accordance with NHTF regulation the required period of long-term affordability for this project will be at least 30 years, commencing at the completion of the project.

This Agreement will be enforced by a covenant running with the land, deed restriction and/or deed rider which describes the process for ownership transfer of the project and in the event of default that remains uncured following any applicable notice and cure period, repayment of the NHTF funds expended on the unit(s) during the Affordability Period.

Deed restrictions will be incorporated into any notes or mortgages between the Participating Jurisdiction and the Owner, as a condition of funding for this development. These provisions must be enforced through deed restrictions, covenants running with the land, or similar legal mechanisms.

The terms and conditions of this Agreement shall extend and inure to the benefit of and be binding upon the respective successors, heirs, and assigns of the parties hereto. All indemnifications contained in this Agreement shall survive the completion of activities funded with NHTF funds pursuant to this Agreement, until the expiration or termination of this Agreement.

**XXV. Hold Harmless Provision**

The Project Owner shall, within limitations placed on such entities by state law, hold harmless the Commonwealth of Virginia, DHCD and their respective agents, officers, and employees from all claims and actions, all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Project Owner. Any contractor hired in connection with the administration NHTF Funds shall, within limitations placed on such entities by state law, save harmless the Commonwealth of Virginia, DHCD and their respective agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the Commonwealth of Virginia, DHCD, and their respective agents, officers, and employees for all the hereinbefore described expenses, claims, actions, or amounts recovered consistent with the conditions herein.

**XXVI. Audit**

The Project Owner must submit an annual audit to DHCD in accordance with federal audit standards. Audit thresholds and requirements are outlined in OMB Circular A-133.

**XXVII. Financial Management**

The Project Owner agrees to comply with Federal financial management guidelines, as outlined in 24 CFR Part 85, for the duration of the project period.

**XXVIII. Miscellaneous**

This Agreement constitutes the entire and final agreement between the parties with respect to the reserved funds and supersedes all prior negotiations. This Agreement is contingent upon the

availability of NHTF funds. This Agreement may be amended only in writing signed by DHCD and the Project Owner. In accordance with 24 CFR 85.44 this Agreement may be terminated for convenience upon 30 days written notice by any party hereto. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. All provisions contained herein are severable and should any provision be held invalid by a court of competent jurisdiction the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by their duly authorized representatives, as of the day and year first above written.

Pleasant View VA LLC

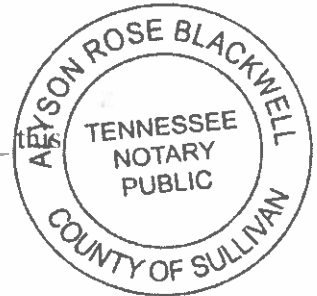
By: JEN SURBER Its: MANAGING MEMBER, SURBER DEVELOPMENT AND CONSULTING LLC, MANAGING MEMBER OF PLEASANT VIEW VA LLC, MANAGING MEMBER  
Signature: JJS Date: 3-18-25

State  
COMMONWEALTH OF Tennessee COUNTY/CITY OF  
Sullivan TO WIT:

Subscribed, sworn to and acknowledged before me by Jen Surber  
18th day of March, 2025

My Commission Expires: 10/28/2028

Alyson Rose Blackwell  
TN  
Notary Public of ~~Virginia~~



Surber Development and Consulting LLC

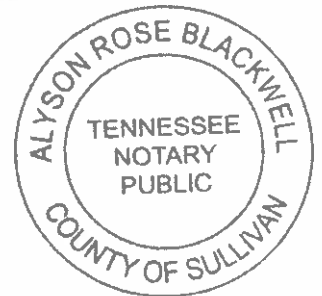
By: JEN SURBER Its: MANAGING MEMBER  
Signature: JJS Date: 3-18-25

State  
COMMONWEALTH OF Tennessee COUNTY/CITY OF  
Sullivan TO WIT:

Subscribed, sworn to and acknowledged before me by Jen Surber this  
18th day of March, 2025

My Commission Expires: 10/28/2028

Alyson Rose Blackwell  
TN  
Notary Public of ~~Virginia~~



**VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

By: Sandra Powell Its: Authorized Officer

Signature: *Sandra Powell* Date: 3/25/25

COMMONWEALTH OF Virginia COUNTY/CITY OF Richmond  
TO WIT:

Subscribed, sworn to and acknowledged before me by Sandra Powell this  
25<sup>th</sup> day of March, 2025

My Commission Expires: May 31, 2027

*Angela C Wilson*

Notary Public of Virginia



**VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
VIRGINIA HOUSING TRUST FUND PROGRAM AGREEMENT**

**THIS PROGRAM AGREEMENT** made and entered into this date 3/11/2025 by and between **SURBER DEVELOPMENT AND CONSULTING LLC** (hereinafter referred to as “the Developer”) and **PLEASANT VIEW VA LLC** (hereinafter referred to as “the Owner”) and the **VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** (hereinafter referred to as “DHCD”).

The Virginia Housing Trust Fund (hereinafter referred to as “VHTF”) funds provided for and which are the subject of this program agreement (hereinafter referred to as “the Agreement”), have been appropriated by the Virginia General Assembly to support the preservation and production of affordable housing, and are allocated for this project, however, the Department reserves the right to modify, amend or terminate this Agreement due to the reduction or rescission of state funds by the Virginia General Assembly. The funds are subject to, and this Agreement incorporates by reference, the terms, rules, and conditions set forth in the Virginia Housing Trust Fund Application, plan and guidelines and related laws of the Commonwealth of Virginia.

Upon execution of this Agreement, the Department has approved the Developer’s request for a loan and the Department authorizes the Developer to initiate activities and incur expenses associated with the **Pleasant View** project to provide affordable housing. The Developer agrees to comply with all the terms and conditions of this Agreement, and all applicable State laws and requirements in its implementation of activities. The Developer agrees to furnish in such a form as the Department may require, reports concerning the status of project activities and/or disposition of loan funds.

The Developer shall hold the Commonwealth of Virginia, the Department, its agents and employees harmless from any and all claims and demands based upon or arising out of any actions by the Developer, its employees, agents or contractors.

The Department reserves the right to modify, amend, or terminate this Agreement at any time during the term of this Agreement due to failure of the Developer to comply with the terms and conditions of this Agreement and other documents set forth herein, or due to the loss, reduction, or rescission of state funds from the Department.

- I. **Loan Amount** – The Department hereby awards a loan of **\$900,000** of VHTF resources (the “Loan”) to be used in a manner consistent with the proposed budget in the Affordable and Special Needs Housing application and the Scope of Eligible Activities, IV. The Loan is intended to be for long-term permanent financing.
  
- II. **Term of Agreement** – This Agreement goes into effect upon execution/signing of this Agreement. The funding reservation will expire on March 25, 2027 (3/25/2027) after the execution/signing of this Agreement. DHCD reserves the right to de-obligate the fund reservation at any time in the case of the project not making sufficient progress toward completion. This funding reservation may be extended at DHCD’s discretion if the Developer

can demonstrate just cause. This VHTF Program Agreement will remain in effect until the expiration of the Affordability Period (as defined in Section V).

- III. **Budget** – The attached budget, including other funding sources and projected expenses to be paid with the Loan, are herein incorporated as a part of this Agreement.
- IV. **Scope of Eligible Activities – Pleasant View** (the “Project”) is the new construction of forty-eight (48) units of affordable rental housing across one (1) building located at 500 Pleasant View Drive, Strasburg, VA 22657, which will be made available to individuals or families with incomes at or below 80% of the Area Median Income.
- V. **Affordability Period** – The Developer must assure that the developed/preserved units will be used for affordable housing in accordance with program requirements and those specified with this Agreement for at least 30 years from the completion of the project. The completion date is the date that DHCD receives a complete and accurate rent lease up report, or a complete and accurate completion report including beneficiary data for the project if HOME funds are included in the project. At the end of the Affordability Period, at DHCD’s sole discretion, the initial principal and any accrued interest may be either repaid or forgiven, provided the Developer has been in compliance for 30 years. This affordability period shall be secured through a Deed of Trust. Deeds of Trust placed on the project under the Virginia Housing Trust Fund may only be subordinated to other project financing with the approval of the Department. Should the Loan be subordinate to financing issued by Virginia Housing Development Authority (“Virginia Housing”), the Affordability Period shall be the greater of 30 years or the remaining term of the mortgage issued by Virginia Housing.
- VI. **Fund Disbursement** – The Loan of \$900,000 will be for a term of 30 years at zero percent (0%) interest, structured as an interest-only, must pay loan consisting of equal monthly interest payments. The Loan is not intended to be a grant. Payments shall be made in accordance with Virginia Housing loan servicing guidance. Funds will be disbursed to Virginia Housing for distribution at the project loan closing and must be used in accordance with the approved budget. Funds not disbursed by the expiration of this Agreement will be forfeited. Disbursements will be made by the Department on the basis of notification of the project loan closing date. The closing date must be confirmed by Virginia Housing. The total disbursement of VHTF funds shall not exceed the loan dollar amount awarded in section I. of this Agreement. Should the anticipated closing not take place, funds will be held at Virginia Housing. Funds are intended to be used as long-term permanent financing. Notwithstanding anything to the contrary above, should the Loan be subordinate to financing issued by Virginia Housing Development Authority (“Virginia Housing”), the term of the Loan shall be the greater of 30 years or the remaining term of the mortgage issued by Virginia Housing. Other terms and conditions of the Loan will be as set forth in the loan commitment issued pursuant to this Agreement.
- VII. **Federal HOME Requirements** – If applicable, use of these funds results in a project that uses federal HOME Investment Partnerships Program funds, this Agreement shall be

governed by all federal requirements pertaining to affordable housing projects developed under the HOME program. The Developer's failure to contact the Department in no way releases it from its responsibility to ensure compliance with federal HOME requirements in project construction, maintenance, and management.

This project does  OR does not  include an allocation of HOME Funds.

- VIII. **Repayment Provision** – The Loan is to be repaid in accordance with the rate and terms outlined in Section VI. Virginia Housing will serve as the loan servicing entity. Failure to make payments in accordance with the prescribed payment schedule may result in foreclosure on the property.
- IX. **Access to Property** – The Developer shall give DHCD unrestricted access to the property for inspections and site review.
- X. **Records and Reports** – The Developer shall maintain records as prescribed by the Department. The Developer shall give DHCD unrestricted access to records, files, books, papers, and documents related to the administration of the Housing Trust Fund project. Records pertaining to activities funded pursuant to this Agreement shall remain intact and accessible for at least five years beyond the end of the affordability period. In the event a litigation claim or audit is initiated prior to expiration of the record retention period, records shall be retained until such action is resolved to DHCD's satisfaction. DHCD reserves the right to change reporting requirements for the Housing Trust Fund as needed to ensure compliance.
- XI. **Accounting Records** – The Developer shall record in its accounting system all funds received by it pursuant to this Agreement. All costs to be supported by the Loan shall be documented by properly executed invoices, contracts, or vouchers. All checks, invoices, contracts vouchers, orders, or other accounting documents pertaining in whole or in part to any project activity funded with the Loan shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall be retained by the Developer for a period of five years beyond the end of the affordability period and shall be readily accessible to the Department during the course of the project. Should any litigation claim or audit be started before the expiration of the affordability period, the records shall be retained until such action is resolved.
- XII. **Audit** – The Developer must submit an annual audit to DHCD within thirty days after receipt of the auditor's report and nine months after the end of the audited period.
- XIII. **Termination, Suspension, Conditions** – If through any cause, the Developer fails to comply with the terms, conditions or requirements of this Agreement, the Department may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least five days prior to such action. In the case of Agreement violations by the Developer and/or termination of the project before completion,

the Department may make a written request that all or some of the Loan be returned even if the Developer has expended the Loan. The Developer agrees to return the Loan as requested by the Department within 15 days of receipt of the written request.

- XIV. **Subsequent Contracts** – The Developer shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the Loan is being provided to the Developer. Any contractor or subcontractor, which is not the Developer, shall comply with all the lawful requirements of the Developer necessary to ensure that the project for which this assistance is being provided under this Agreement is carried out in accordance with the Developer's assurance and certifications.
- XV. **Federal Match** – Virginia Housing Trust Fund expenditures associated with this funding commitment will be used to meet the State's federal HOME program match requirement and may not be utilized for any subsequent match requirement without permission from the Department.
- XVI. **Miscellaneous** – This Agreement constitutes the entire and final Agreement between the parties with respect to the reserved funds and supersedes all prior negotiations and agreements. This Agreement is contingent upon the availability of Housing Trust Fund funds. This Agreement may be amended only in writing signed by DHCD and the Developer. This Agreement may be terminated for convenience upon 30 days written notice by any party hereto. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. All provisions contained herein are severable and should any provision be held invalid by a court of competent jurisdiction the remaining provisions shall remain in full force and effect.

XVII. **ADDITIONAL ASSURANCES AND CONDITIONS:**

The Developer hereby assures and certifies that:

It possesses legal authority to execute this Agreement;

It will ensure that resources are available to provide the housing units developed/preserved through this Agreement at affordable rents to the targeted population for at least a period of 30 years.

That any additional funds needed to complete the Scope of Eligible Activities (IV) are committed and available for uses.

XVIII. **DEED OF TRUST**

The owner/developer agrees to place a Deed of Trust on the developed/preserved units to ensure that they are used for affordable housing for the targeted population for a period of 30 years. Should the property use be changed during the Affordability Period, the loan funds must

be immediately re-paid in full to the Virginia Housing Trust Fund in accordance with the terms of this Agreement.

**XIX. SOURCE OF FUNDING**

The Loan has not been funded or subsidized in whole or in part, directly or indirectly, with any tax-exempt bond proceeds or tax-exempt obligations.

The parties named below on the date set forth below their respective signatures as follows hereby execute this Agreement:

**Virginia Department of Housing and  
Community Development**  
By Its Authorized Officer:



Sandra Powell  
Senior Deputy Director  
Community Development & Housing

3/25/25  
Date

**Surber Development and Consulting LLC**

By: 

Managing Member  
Title: \_\_\_\_\_

3/11/2025  
Date

**Pleasant View VA LLC**

By: 

Managing Member  
Title: \_\_\_\_\_

3/11/2025  
Date

# **Tab U:**

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

## **Pleasant View VA LLC**

### **Virginia Housing Free Housing Education Acknowledgement**

I \_\_\_\_\_, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here [www.virginiahousing.com/renters](http://www.virginiahousing.com/renters).

By signing below, I acknowledge that I have read, and understand the terms of all items contained this form.

Resident Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

Recording Requested by Pleasant View VA LLC

Tax Parcel No: \_\_\_\_\_

**RIGHT OF FIRST REFUSAL AGREEMENT**

**Pleasant View Apartments,**

**Strasburg, Virginia**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of \_\_\_\_\_, 20 \_\_\_\_ by and among **Pleasant View VA LLC**, a Virginia limited liability company (the "Owner" or the "Company"), **Southeastern Housing Preservation, Inc.**, a North Carolina nonprofit corporation (the "Grantee"), and is consented to by **Pleasant View MM LLC**, a Virginia limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [ \_\_\_\_\_ ] limited liability company (the "**Investor Member**") and [ \_\_\_\_\_ ] **SPECIAL LIMITED PARTNER, L.L.C.**,

a [ \_\_\_\_\_ ] limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its Amended and Restated Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of an [ 48 ]-unit apartment project for families located in Strasburg, Virginia and commonly known as "Pleasant View Apartments" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

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

Section 1. Right of First Refusal

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

Section 2. Exercise of Refusal Right; Purchase Price

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

Section 3. Purchase Price; Closing

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

including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

- (i) the payment of all cash or immediately available funds at Closing, or
- (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

#### Section 4. Conditions Precedent; Termination

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

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

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

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

#### Section 5. Contract and Closing

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

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

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing.

The Grantee shall accept the Property "**AS IS, WHERE IS**" and "**WITH ALL FAULTS AND DEFECTS,**"

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

#### Section 7. Transfer

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

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

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

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

#### Section 9. Option to Purchase

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

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

#### Section 10. Notice

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

- (i) If to the Owner, at the principal office of the Company set forth in the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in the Operating Agreement;
- (iii) If to the Grantee, 1515 Mockingbird Lane, Suite 1010, Charlotte, NC 28209;

#### Section 11. Severability of Provisions

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

#### Section 12. Binding Provisions

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

#### Section 13. Counterparts

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

Section 14. Governing Law

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

Section 15. Headings

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

Section 16. Amendments

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

Section 17. Time

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

Section 18. Legal Fees

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

Section 19. Subordination

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

Section 20. Rule Against Perpetuities Savings Clause

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

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

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

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

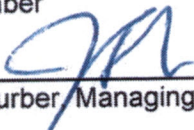
IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

**OWNER:**

**Pleasant View VA LLC**, a Virginia limited liability company

By: Pleasant View MM LLC, a Virginia limited liability company, its managing member

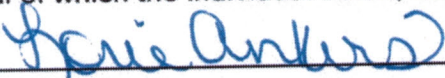
By: Surber Development and Consulting LLC, a Virginia limited liability company, its managing member

By:   
Jennifer E.H. Surber, Managing Member

STATE TN  
~~COMMONWEALTH OF VIRGINIA~~

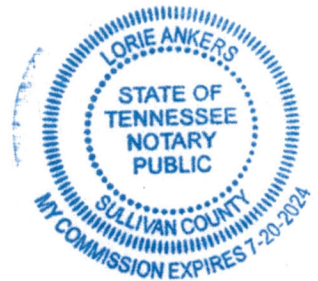
CITY/COUNTY OF Sullivan

On February 23, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Jennifer E.H. Surber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as managing member of Surber Development and Consulting LLC, a Virginia limited liability company, the managing member of the Pleasant View MM LLC, a Virginia limited liability company, the managing member of Pleasant View VA LLC, a Virginia limited liability company and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 

Commission Expires: 7/20/2024

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



**GRANTEE:**

Southeastern Housing Preservation, Inc., a North Carolina nonprofit corporation

By: Ginger Kimbrell, E.D.  
Ginger Kimbrell, Executive Director, VP

STATE OF NORTH CAROLINA

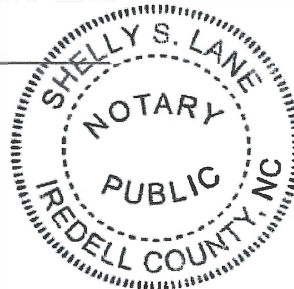
COUNTY OF MECKLENBURG

On February 19, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Ginger Kimbrell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as Vice President of Southeastern Housing Preservation, Inc., a North Carolina nonprofit corporation, and that by his/her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: Shelly S. Lane

Commission Expires: 05/22/2027

Registration No.: 19971360014



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

**MANAGING MEMBER:**

Pleasant View MM LLC, a Virginia limited liability company

By: Surber Development and Consulting LLC, a Virginia limited liability company, its managing member

By: [Signature]  
Jennifer E.H. Surber, Managing Member

STATE TN  
~~COMMONWEALTH OF VIRGINIA~~

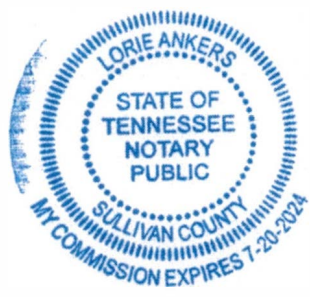
CITY/COUNTY OF Sullivan

On February 23, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Jennifer E.H. Surber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as managing member of Surber Development and Consulting LLC, a Virginia limited liability company, the managing member of the Pleasant View MM LLC, a Virginia limited liability company, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: [Signature]

Commission Expires: 7/20/2024

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



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

**INVESTOR MEMBER:**

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

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

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

**SPECIAL MEMBER:**

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

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

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

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

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

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

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

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

---

**EXHIBIT A**

**LEGAL DESCRIPTION**

[insert legal]

## **Exhibit A**

Approximately 9.89 acres recorded at Deed Book Number 1635, Page 78; Plat Book Number 787, Page 336 with Tax Parcel Number 025-01-001

# **Tab W:**

Internet Safety Plan and Resident Information Form



## WIRELESS ACCESS POLICY

Use of wireless devices and internet access are increasing as it provides a convenient mechanism for accessing resources. Along with this convenience is a need for management access, as the devices are natively less secure than a hardwired device. The following policy is being implemented to reduce risks related to wireless networks:

- Wireless networks shall be segmented between personnel, residents and guests.
- Wireless access points or routing devices are to be secured with lock access only accessible by the management agent.
- Logical and physical user access to wireless network devices shall be restricted to authorized personnel and residents only.
- The guest access point is to be used by all guests.
- All vendor default settings for wireless devices (e.g. passwords, wireless encryption keys) shall be changed prior to installing wireless equipment.
- Wireless security protocols shall be used that are of the highest encryption possible.
- Strong passwords shall be employed for all wireless SSID and changed on a periodic basis either through the protocol or across the enterprise
- User id will be issued to all users at that time of move in or hire date
- Passwords will expire every 90 days
- Passwords will need to include at least 1 uppercase letter, 1 lowercase letter, a number and special character.
- Passwords are not to be shared with guests, other residents or personnel.

The users of wireless access are responsible for protecting the information and/or devices:

- Devices should be equipped with firewalls and/or virus protection.
- Wireless networks transmitting sensitive information or connected to sensitive information environments recommend use of strong encryption for authentication and transmission.
- Inspections will be conducted semi-annually to assure wireless access points or routing devices are secure.

Residents, personnel or guests found in violation of policy may be subject to lease or employment termination.

1004 Bullard Court, Suite 106  
Raleigh, North Carolina 27615



# Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect

yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



# Privacy & Personal Information



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

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

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

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

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

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



Think before you click



Do you know who sent that email?



# Passwords

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

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

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



A great tool online that creates kid friendly passwords is the website, [www.dinopass.com](http://www.dinopass.com)

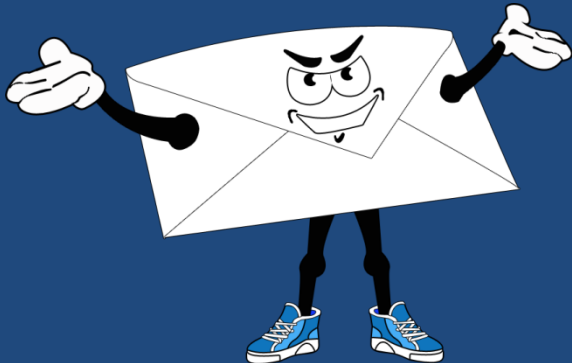
# Spam



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

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

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



How do you know it is spam?

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



# Malware



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

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

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

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



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

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

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

# Adware

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

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

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

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



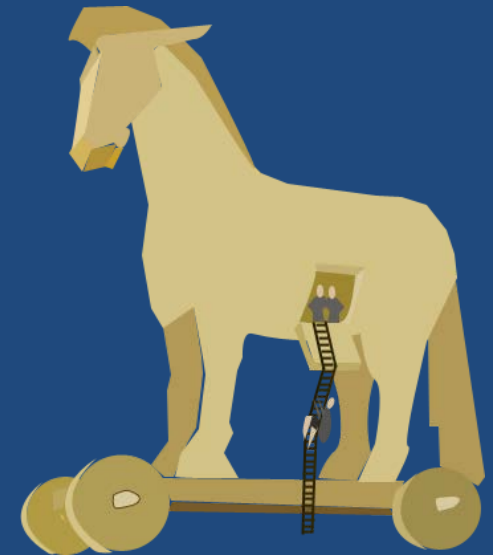
# Trojan Horse

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

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

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

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



# Worms

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

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

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





# Virus

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

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

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

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

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

# Social Media



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

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

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

# Geotagging



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

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

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

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

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



# Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

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

[Definition of Slander on Law.com](#)

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



# Be Careful of What You Say!



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

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

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

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

# Stranger Danger Online



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

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

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

# How to Protect Yourself in Online Chats

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





# Cyberbullying

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



# Consequences of Cyberbullying

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

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

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

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

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

# Consequences of Cyberbullying

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

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





# The Effects of Cyberbullying

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



# Dealing with Cyberbullying

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



# About Sexting



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

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

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

22% of teen girls

18% of teen boys

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

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

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



# About Sexting



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

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

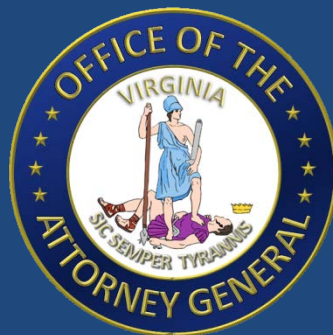
If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior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

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

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

# Legal Consequences of Sexting

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



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General

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[www.ag.virginia.gov](http://www.ag.virginia.gov)

## **Pleasant View**

### **INTERNET SECURITY PLAN**

The internet service at Pleasant View 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 Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.

## Pleasant View

### Internet Guidelines Acknowledgement

I \_\_\_\_\_, have read, understand, acknowledge and agree to be bound by the recommendations, guidelines, terms, and conditions outlined in The Pleasant View 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 Pleasant View 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 The Pleasant View 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 Pleasant View's Internet Guideline Manual.

Resident Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

***Pleasant View***  
***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 Pleasant View 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 Pleasant View. EXCEL Property Management, LLC, 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, EXCEL Property Management, LLC will be responsible for the development and management of community and resident services program.

**I. Affirmative Marketing**

EXCEL Property Management, LLC 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. EXCEL Property Management, LLC, its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Associate Director or the Executive Director of EXCEL Property Management, LLC.

## **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**

**EXCEL Property Management, LLC 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:**

- **People Incorporated of Virginia (540-459-9096)**
- **Shenandoah County Department of Social Services (540-459-6226)**
- **Northwestern Community Services Board (540-459-5180)**

### **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.**

### **2. Internet Search**

Pleasant View will also be listed on the following websites:

[www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)

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

[www.craigslist.org](http://www.craigslist.org)

[accessva.org](http://accessva.org)

[dbhds.virginia.gov](http://dbhds.virginia.gov)

### **3. Print Media**

Print media sources will also be identified in the Shenandoah 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.

### **III. Public and Community Relations**

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. EXCEL Property Management, Inc. encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

### **IV. Tenant Selection and Orientation**

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 4:30 P.M. Applicants will be processed at the Management Office Tuesday, Wednesday and Thursday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will perform housekeeping/home visits, check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

#### **Tenant Selection Criteria**

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

***Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance***

#### **Application Processing**

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review of housekeeping/home

visit, prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the Housing Committee will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has no bad credit *and* no negative rental history *and* no criminal history then the application can be conditionally approved after contacting the prior landlord. In these cases, the application must be reviewed by the Associate Director/ housing committee before final approval.

Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if;
  - There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
  - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
  - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded at applicants' request.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which YOUR Apartments is located. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible for units available on the property.
- Applicants must receive satisfactory referrals from all previous Landlords.
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
- Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
- Applicants must provide a doctor's statement and/or other proof of any handicap or disability.

- Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
- Applicants must complete the Application for Lease and all verification forms truthfully.
- Applicants must provide all information required by current Federal regulations and policies.
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.

**B 60 Day-Hold Unit**

Units must be held vacant for 60 days during which active marketing efforts must be documented. However, if marketing to the 50-point special needs unit is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to Virginia Housing's Compliance Officer, management may request the ability to lease 50-point units to a household not in the special needs population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the special needs population.

Properties that fail to document ongoing active marketing to the marketing plan network contacts to lease vacant leasing preference units, may be cited with non-compliance, and may be required to hold unit(s) vacant for up to 60 days to actively market unfilled leasing preference units. Non-compliance with the marketing requirement is subject to a penalty point deduction in future funding requests with the Authority.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

NA

# **Tab Z:**

Documentation of team member's Diversity, Equity and Inclusion Designation or Veteran Owned Small Business certification

VSOB/SWAM CONTRACT CERTIFICATION  
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Pleasant View VA LLC

Name of VSOB or SWaM Service Provider Richard Boston Development, LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "QAP") of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a (i) a veteran-owned small business (VOSB) as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration, or (ii) a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the QAP must provide in its application this certification together with a copy of the service provider's VOSB certification or Commonwealth of Virginia's SWaM Program certification. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each VOSB or SWaM Service Provider. Note: Contracts used to claim points in Part II, 13VAC10-180-60(E)(5)(a) of the QAP may **not** also be used to claim points under 13VAC10-180-60(E)(5)(e).

**INSTRUCTIONS:**

***Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the QAP.***

1. The VOSB or SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
  - consulting services to complete the LIHTC application;
  - ongoing development services through the placed in service date;
  - general contractor;
  - architect;
  - property manager;
  - accounting services; or
  - legal services.
  
2. Please describe in the space below the nature of the services contracted for with the VOSB or SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

Richard Boston Development, LLC is a VOSB certified business. The scope of services will be to review and provide feedback regarding the Tax Credit application, including the Excel workbook and all attachments including the market study and plans and specs. The length of the contract term is until the application is submitted on March 12, 2026.

3. Attach to this certification a copy of the service provider's current VOSB certification from the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or attach to this certification a copy of the service provider's current service-disabled veteran-owned certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the VOSB or SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the QAP, and that the undersigned service provider is still a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is still a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

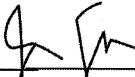
[Contract Certification and signatures appear on following page]

**CONTRACT CERTIFICATION**

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein; that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the QAP; that the undersigned service provider is a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the QAP). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

**APPLICANT:**

Pleasant View VA LLC  
Name of Applicant

  
Signature of Applicant

Jen Surber  
Printed Name and Title of Authorized Signer

Managing Member of Surber Development and Consulting LLC, Managing Member of Pleasant View MM LLC, Managing Member of Pleasant View VA LLC

**VOSB OR SWAM CERTIFIED SERVICE PROVIDER:**

Richard Boston Development, LLC  
Name of VOSB or SWaM Certified Service Provider

  
Signature of VOSB SWaM Certified Service Provider

Richard Boston, Managing Member  
Printed Name and Title of Authorized Signer



U.S Small Business  
Administration

800-827-5722 | [www.sba.gov](http://www.sba.gov)  
Office | 409 3rd St, SW. | Washington DC 20416

05/02/2025

Richard Boston

RICHARD BOSTON DEVELOPMENT LLC

2617 HIGH PLAINS DR FUQUAY

VARINA, NC 27526

Dear Richard Boston,

Congratulations! I am pleased to inform you that RICHARD BOSTON DEVELOPMENT LLC has been approved for the following U.S. Small Business Administration (SBA) certification(s):

- Veteran-Owned Small Business (VOSB)

RICHARD BOSTON DEVELOPMENT LLC is eligible for VOSB contracts and will be identified as a certified VOSB program participant in [DSBS](#) as of the date of this letter, **05/02/2025**.

To align with your existing certification, your effective date for recertification for all your SBA certifications is **05/02**. **Your first certification renewal will be due 5/2/2028.**

## **Responsibilities**

The information below sets forth requirements related to your business' continued eligibility and its responsibilities as a certified program participant:

- **Reporting Changes:** You are required to notify SBA in writing of changes to your business that could affect its eligibility. Please refer to the attached supplemental pages for more details and examples.
- **System for Award Management ([SAM.gov](https://sam.gov)):** You must keep the business' SAM.gov profile records up-to-date and active for the business to receive benefits from our Programs (i.e., to be identified by contracting officers as eligible to be awarded small business set-aside contracts and to be paid under any such contracts). You must validate your business' SAM.gov information at least annually or your [SAM.gov](https://sam.gov) registration will become inactive. If you need assistance in updating the business' [SAM.gov](https://sam.gov), please go to the [SAM.gov](https://sam.gov) Help Desk at <https://fsd.gov/fsd-gov/home.do>.
- **SBA's Dynamic Small Business Search ([DSBS.gov](https://dsbs.gov)):** A DSBS profile is automatically created when your SAM.gov registration has been fully validated and activated by [SAM.gov](https://sam.gov). Currently, you are not able to access the DSBS Supplemental Pages directly from [SAM.gov](https://sam.gov). Once your profile is active you will be able to add supplemental information to enhance your DSBS profile. If you need assistance in accessing and updating the business's [DSBS.gov](https://dsbs.gov) profile, instruction can be found at the [DSBS Wiki](https://dsbs.gov/wiki) or please go to DSBS Support Portal at <https://sbaone.atlassian.net/servicedesk/customer/portal/8>.
- **Notices from SBA:** You are responsible for responding to notices from SBA, including but not limited to notices regarding certification renewals, eligibility reviews, protests, proposed decertification and termination actions, and recertification requirements. All SBA Programs send such notices to the business' email address listed in its MySBA Profile. If the business fails to respond to these notices, SBA will propose the business for decertification or termination and may subsequently decertify or terminate it from participation in SBA Programs. Therefore, it is critical that you keep the business' SAM.gov and MySBA profiles current, including listing an active email address for contacting the business, and check your email's SPAM folder to make sure that you are receiving emails from SBA.
- **Contracting Requirements:** You are required to comply with limitations on subcontracting requirements and nonmanufacturer rule when performing any small business set-aside contracts (see 13 CFR 125.6)

## **Resources and More Information**

As a certified program participant, there are valuable free resources available to you, including:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.
- The “Contract Opportunities” function in SAM.gov (<https://sam.gov/content/opportunities>) serves as a central listing for Federal procurement opportunities. Anyone interested in doing business with the government can use this system to search opportunities. In addition, the “Contract Data” function in SAM.gov (<https://sam.gov/content/contract-data>) is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories.
- SBA’s Surety Bond Guarantee Program helps small businesses establish or increase bonding capacity. Bond guarantees increase eligibility for contracts up to \$10M. Go to <http://www.sba.gov/osg> to find an SBA authorized agent.
- APEX Accelerators are an official government contracting resource for small businesses. Find your local APEX Accelerator for free government expertise related to contract opportunities by visiting our website: <https://www.apexaccelerators.us>.

## **Downloading Certification Icons**

As a certified business participating in the program(s), you may [visit SBA’s website](#) to download SBA-approved digital icons that indicate your certification status for use on your business’ website, business cards, social media profiles, and in your capability statements and proposal bids. However, you **cannot** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, the digital icon **cannot** be used on a company’s letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format.

## **Misrepresentation**

Any business found to have willfully misrepresented its certification status in obtaining an SBA program set-aside or sole source award may be subject to a range of civil and criminal penalties, treble damages under the False Claims Act, and/or suspension or debarment from federal contracting.

## **Next Steps**

It is important that you review the attached supplemental pages carefully. These pages contain vital details about the program(s) you are now certified in, including period of eligibility, next steps, guidelines, and additional resources.

Our SBA team is here to support you and your business as you pursue new growth and build capacity. Please keep a copy of this letter to confirm RICHARD BOSTON DEVELOPMENT LLC's continued program eligibility. Wishing you much success!

Sincerely,

Brittany Sickler  
Deputy Associate Administrator of Certification Programs  
Office of Certifications and Eligibility



All SBA programs and services are extended to the public on a nondiscriminatory basis.

VSOB/SWAM CONTRACT CERTIFICATION  
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Pleasant View VA LLC

Name of VSOB or SWaM Service Provider Tim's Garage & Consulting, LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "QAP") of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a (i) a veteran-owned small business (VOSB) as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration, or (ii) a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the QAP must provide in its application this certification together with a copy of the service provider's VOSB certification or Commonwealth of Virginia's SWaM Program certification. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each VOSB or SWaM Service Provider. Note: Contracts used to claim points in Part II, 13VAC10-180-60(E)(5)(a) of the QAP may **not** also be used to claim points under 13VAC10-180-60(E)(5)(e).

**INSTRUCTIONS:**

***Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the QAP.***

1. The VOSB or SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
  - consulting services to complete the LIHTC application;
  - ongoing development services through the placed in service date;
  - general contractor;
  - architect;
  - property manager;
  - accounting services; or
  - legal services.
  
2. Please describe in the space below the nature of the services contracted for with the VOSB or SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

Tim's Garage & Consulting, LLC is a VOSB certified business. The scope of services will be to consult with the owner entity representatives concerning matters pertaining to building size and type, local support, assembly of the Tax Credit Application for submission, including all relevant appendices, contracts, etc. The length of the contract term is until the application is submitted on March 12, 2026.

3. Attach to this certification a copy of the service provider's current VOSB certification from the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or attach to this certification a copy of the service provider's current service-disabled veteran-owned certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the VOSB or SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the QAP, and that the undersigned service provider is still a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is still a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

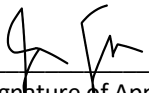
[Contract Certification and signatures appear on following page]

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each other at least one contract for services as described herein; that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the QAP; that the undersigned service provider is a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the QAP). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

**APPLICANT:**

Pleasant View VA LLC  
Name of Applicant

  
Signature of Applicant

Jen Surber  
Printed Name and Title of Authorized Signer

Managing Member of Surber Development and Consulting LLC, Managing Member of Pleasant View MM LLC,  
Managing Member of Pleasant View VA LLC

**VOSB OR SWAM CERTIFIED SERVICE PROVIDER:**

Tim's Garage & Consulting, LLC  
Name of VOSB or SWaM Certified Service Provider

  
Signature of VOSB SWaM Certified Service Provider

Tim Farinholt, Founder  
Printed Name and Title of Authorized Signer

12/04/2024

Timothy Farinholt  
TIM'S GARAGE & CONSULTING, LLC  
2308 PARK AVE RICHMOND, VA 23220

Dear Timothy Farinholt,

Congratulations! I am pleased to inform you that TIM'S GARAGE & CONSULTING, LLC has been approved for the following U.S. Small Business Administration (SBA) certification(s):

- Veteran-Owned Small Business (VOSB)

TIM'S GARAGE & CONSULTING, LLC is eligible for VOSB contracts and will be identified as a certified VOSB program participant in as of the date of this letter, **12/04/2024**.

To align with your existing certification, your effective date for recertification for all your SBA certifications is **12/04/2024**. **Your first certification renewal will be due 12/04/2027**.

### **Responsibilities**

The information below sets forth requirements related to your business' continued eligibility and its responsibilities as a certified program participant:

- **Reporting Changes:** You are required to notify SBA in writing of changes to your business that could affect its eligibility. Please refer to the attached supplemental pages for more details and examples.
- **System for Award Management (SAM.gov):** You must keep the business' SAM.gov profile and DSBS records up-to-date in order for the business to receive benefits from our Programs (i.e., to be identified by contracting officers as eligible to be awarded small business set-aside contracts and to be paid under any such contracts). You must validate your business' SAM.gov information at least annually or your SAM.gov registration will become inactive. If you need assistance in updating the business' SAM.gov or DSBS information, please go to the SAM.gov Help Desk at <https://fsd.gov/fsd-gov/home.do>.
- **Notices from SBA:** You are responsible for responding to notices from SBA, including but not limited to notices regarding certification renewals, eligibility reviews, protests, proposed decertification and termination actions, and recertification requirements. All SBA Programs send such notices to the business' email address listed in its MySBA Profile. If the business fails to respond to these notices, SBA will propose the business for decertification or termination and may subsequently decertify or terminate it from participation in SBA Programs. Therefore, it is critical that you keep the business' SAM.gov and MySBA profiles current, including listing an active email address for contacting the business, and check your email's SPAM folder to make sure that you are receiving emails from SBA.

- **Contracting Requirements:** You are required to comply with limitations on subcontracting requirements and nonmanufacturer rule when performing any small business set-aside contracts (see 13 CFR 125.6)

## **Resources and More Information**

As a certified program participant, there are valuable free resources available to you, including:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.
- The “Contract Opportunities” function in SAM.gov (<https://sam.gov/content/opportunities>) serves as a central listing for Federal procurement opportunities. Anyone interested in doing business with the government can use this system to search opportunities. In addition, the “Contract Data” function in SAM.gov (<https://sam.gov/content/contract-data>) is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories.
- SBA’s Surety Bond Guarantee Program helps small businesses establish or increase bonding capacity. Bond guarantees increase eligibility for contracts up to \$10M. Go to <http://www.sba.gov/osg> to find an SBA authorized agent.
- APEX Accelerators are an official government contracting resource for small businesses. Find your local APEX Accelerator for free government expertise related to contract opportunities.

## **Downloading Certification Icons**

As a certified business participating in the program(s), you may [visit SBA’s website](#) to download SBA-approved digital icons that indicate your certification status for use on your business’ website, business cards, social media profiles, and in your capability statements and proposal bids. However, you **cannot** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, the digital icon **cannot** be used on a company’s letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format.

## **Misrepresentation**

Any business found to have willfully misrepresented its certification status in obtaining an SBA program set-aside or sole source award may be subject to a range of civil and criminal penalties, treble damages under the False Claims Act, and/or suspension or debarment from federal contracting.

## **Next Steps**

It is important that you review the attached supplemental pages carefully. These pages contain vital details about the program(s) you are now certified in, including period of eligibility, next steps, guidelines, and additional resources.

Our SBA team is here to support you and your business as you pursue new growth and build capacity. Please keep a copy of this letter to confirm TIM'S GARAGE & CONSULTING, LLC's continued program eligibility. Wishing you much success!

Sincerely,

John Perkins  
Government Contracting and Business Development  
Office of Certifications and Eligibility

VSOB/SWAM CONTRACT CERTIFICATION  
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Pleasant View VA LLC

Name of VSOB or SWaM Service Provider Veteran Elevated Solutions LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "QAP") of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a (i) a veteran-owned small business (VOSB) as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration, or (ii) a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the QAP must provide in its application this certification together with a copy of the service provider's VOSB certification or Commonwealth of Virginia's SWaM Program certification. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each VOSB or SWaM Service Provider. Note: Contracts used to claim points in Part II, 13VAC10-180-60(E)(5)(a) of the QAP may **not** also be used to claim points under 13VAC10-180-60(E)(5)(e).

**INSTRUCTIONS:**

***Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the QAP.***

1. The VOSB or SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
  - consulting services to complete the LIHTC application;
  - ongoing development services through the placed in service date;
  - general contractor;
  - architect;
  - property manager;
  - accounting services; or
  - legal services.
  
2. Please describe in the space below the nature of the services contracted for with the VOSB or SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

Veteran Elevated Solutions LLC is a joint venture with a majority ownership by Veteran Elevator LLC, an VOSB certified business. Per SBA guidelines, the VOSB status of the majority JV partner applies to the entire JV. The scope of services is to review the VHDA competitive LIHTC application/plans and specs. Said services are to be rendered prior to the application deadline of March 12, 2026. The length of the contract term is until the application is submitted on March 12, 2026.

3. Attach to this certification a copy of the service provider's current VOSB certification from the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or attach to this certification a copy of the service provider's current service-disabled veteran-owned certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the VOSB or SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the QAP, and that the undersigned service provider is still a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is still a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.


[Contract Certification and signatures appear on following page]

**CONTRACT CERTIFICATION**

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein; that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the QAP; that the undersigned service provider is a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the QAP). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

**APPLICANT:**

Pleasant View VA LLC  
Name of Applicant

  
Signature of Applicant

Jen Surber  
Printed Name and Title of Authorized Signer

Managing Member of Surber Development and Consulting LLC, Managing Member of Pleasant View MM LLC,  
Managing Member of Pleasant View VA LLC

**VOSB OR SWAM CERTIFIED SERVICE PROVIDER:**

Veteran Elevated Solutions LLC  
Name of VOSB or SWaM Certified Service Provider

  
Signature of VOSB SWaM Certified Service Provider

Matt Martin Director  
Printed Name and Title of Authorized Signer



U.S. Small Business  
Administration

202-205-8800 | [sba.gov](https://sba.gov)  
409 3rd St, SW, Washington DC 20416

May 23, 2023

VETERAN ELEVATOR LLC  
SAM UEI: MDTSSKGFMYB9  
2911 N 11TH ST  
TACOMA, WA 98406

Dear VETERAN ELEVATOR LLC:

I am writing to inform you that VETERAN ELEVATOR LLC has been certified by the Veteran Small Business Certification Program (VetCert) at SBA. Your certification confirms your eligibility to compete for set-aside contracting opportunities, as well as other benefits, as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

**What you need to know:**

- VETERAN ELEVATOR LLC is certified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and publicly listed at [veterans.certify.sba.gov](https://veterans.certify.sba.gov).
- Your certification is valid for three (3) years from the date of this letter.
- You may visit [SBA's website to download SBA-approved digital icons](#) that indicate your certification status.
- SBA may conduct a program examination at your office or work site during your certification period to verify the accuracy of your certification.
- You may apply for recertification 120 days prior to your expiration date by logging in to your Veteran Small Business Certification profile.

**What to do if your business changes:**

You must inform SBA of any changes to the business that could affect its eligibility for the program, such as:

- a closure
- a change to the firm's ownership, business structure, or control
- filing of a bankruptcy
- a change in a Veteran-owner's active duty status

You can inform SBA of changes through the VetCert website at [veterans.certify.sba.gov](https://veterans.certify.sba.gov). Failure to report eligibility changes within 30 days of the change could result in:

- Civil and criminal penalties
- A referral to the Debarment and Suspension Committee
- Decertification and removal from the Veteran Small Business Certification Program

Please keep a copy of this letter to confirm VETERAN ELEVATOR LLC's continued program eligibility. Thank you for your service to our country and for continuing to serve the United States through small business ownership.

Sincerely,

*John B. Perkins*

John B. Perkins  
Director Veteran Small Business Certification Program



*All SBA programs and services are extended to the public on a nondiscriminatory basis.*

Veteran Elevated Solutions LLC is a Mentor - Protege Joint Venture made up of Veteran Elevator LLC, an SDVOSB Certified company, and Elevated Technologies, a large business. We have provided UEI's for the JV and Both partners below:

Company	UEI
Veteran Elevated Solutions LLC JV	PPY1SMTWK2Z3
Veteran Elevator LLC	MDTSSKGFMYB9
Elevated Technologies	MYS9ZCJUSZ25

Please Note: As of 8/1/2025, Joint Venture status is no longer listed within DSBS. We have included a screenshot from the website and a link below for ease of reference. However, since the status of the protégé is what ultimately governs the Joint Venture's size and status, I have also included a screenshot of Veteran Elevator LLC's DSBS page below as proof of our SDVOSB certification.

<https://sbaone.atlassian.net/wiki/external/MzY1YTczZGM3NGM0NGNIZDg1Y2I2YTU1YTY1NTdiZTA>

**Small Business Search Notifications**

- The only legitimate SBA phone number related to Certifications is 1-866-443-4110. "Certify.us" is not affiliated with SBA. SBA will not demand documents or information by email related to this Small Business Search (SBS) website, including capability statements. SBA will not charge a cost for Small Business Search (SBS) content or prime management.
- Effective August 1, 2025, VOSB and SDVOSB joint venture designations will no longer be reflected in SBS. [Click here to learn more.](#)

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Search by name, UEI, CAGE code, narrative, or keywords

Quick Search

# VETERAN ELEVATOR LLC

February 24, 2026 2:23 PM EST

UEI: MDTSSKGFMYB9

CAGE code: 9KEB3

Current SBA certifications: VOSB SDVOSB

Export as .pdf

## On this page

Profile overview

Organization & ownership

Certifications

NAICS codes

Service information

Performance history

Export information

## Profile overview

This profile was last updated: 12/07/2025


SAM.gov registration status: Active

### Capabilities narrative

Not Provided


### Capabilities statement link

Not Provided


 **Contact person**  
JOSHUA LOMAX


 **Email address**  
[Joshua.Lomax@veteranelevator.com](mailto:Joshua.Lomax@veteranelevator.com)

 **Phone number**  
253-500-4939

 **Fax number**  
Not Provided

 **Address**  
2911 N 11TH ST, TACOMA, WASHINGTON 98406

 **Website**  
[www.veteranelevator.com](http://www.veteranelevator.com)

 **Additional website**  
Not Provided

**Trade name ("Doing business as...")**  
Not Provided

**Year established**  
2021

**County code (3 digits)**  
053

**Congressional district**  
06

**Metropolitan statistical area**  
42660

## Organization & ownership

**Entity structure**  
Sole Proprietorship

**Current Principals**  
Not Provided

### Business type & self-certifications

Small businesses attested to these ownership traits when registering with SAM.gov. These attestations are not vetted by SBA.

- Self-Certified Small Disadvantaged Business
- For Profit Organization
- Veteran-Owned Business
- Service-Disabled Veteran-Owned Business

## Certifications

### SBA certifications

#### Veteran-Owned Small Business (VOSB)

VOSB Certified

**Entrance date:** May 23, 2023

**Exit date:** November 23, 2027

#### Service-Disabled Veteran-Owned Small Business (SDVOSB)

SDVOSB Certified

**Entrance date:** May 23, 2023

**Exit date:** November 23, 2027

# ELEVATED

— TECHNOLOGIES INC. —



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# Veteran-Owned Small Business Joint Ventures (VOSB JV) and Service-Disabled Veteran-Owned Joint Ventures (SDVOSB JV) Notice

By Savannah Million  Aug 04, 2025

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## 1. Why are VOSB and SDVOSB joint venture designations being removed from SBS?

After a careful review of updated regulations, SBA determined that joint venture designation in SBS is no longer a requirement for contract eligibility. Thus, the process for claiming a joint venture—a feature that was available in previous certification systems—was discontinued with the launch of the new MySBA Certifications platform. To eliminate confusion over joint venture status and ensure that all VOSB and SDVOSB joint ventures are competing on a level playing field, SBA has decided to remove the designations of existing joint ventures in SBS.

## 2. What will happen to my joint venture's SBS profile?

Your joint venture's SBS profile will remain active, so long as your joint venture continues to be recognized in SAM.gov as a small business. This will ensure that your joint venture appears in public searches and other market research. The only change will be to remove the VOSB Joint Venture and/or SDVOSB Joint Venture designation from the “SBA Certifications” section of your SBS profile.

Yes! According to 13 CFR 128.402(a), to be eligible to submit an offer on a VOSB or SDVOSB contract,

1. The joint venture should be designated as a VOSB or SDVOSB joint venture in SAM with the VOSB or SDVOSB-certified joint venture partner identified, and
2. The VOSB or SDVOSB joint venture partner must be certified.

There is no regulatory requirement for the joint venture to be certified or designated by SBA. In fact, the regulation referenced above specifically states: “SBA does not certify VOSB or SDVOSB joint ventures...” Please review the regulation for additional eligibility criteria.

#### 4. **What if the contracting officer has a question?**

Contracting officers are welcome to contact us at 866-443-4110 or [certifications@sba.gov](mailto:certifications@sba.gov) with any questions or concerns.



# **Tab AA:**

Priority Letter from Rural Development

NA

# **TAB AB:**

Social Disadvantage Certification or Veteran  
Owned Small Business Certification

NA