

NOTICE OF AVAILABILITY

AND

ADU RENTAL OFFERING AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__, by and between

(Applicant) and Loudoun County (the County).

WHEREAS, Applicant wishes to offer for rent as Affordable Dwelling Units (ADUs) certain dwelling units described in Schedule A, attached hereto, pursuant to the provisions and requirements of Article 7 of the 1993 Loudoun County Zoning Ordinance, Chapter 1450 of the Loudoun County Codified Ordinance and the Regulations Concerning the Sale and Rental of ADUs promulgated by the County's Division of Housing Services (the ordinance and the regulations, as the same may be amended from time to time, are collectively referred to hereinafter as the "Ordinances"); and

WHEREAS, these units are subject to a Construction Agreement for the development executed on _____, 20__.

NOW THEREFORE, in consideration of the mutual promises, conditions and obligations provided for herein, the parties agree as follows:

1. **NOTICE OF AVAILABILITY**: Applicant hereby offers for rent as Affordable Dwelling Units (ADUs) _____ (number) units located in _____ (Development name). This project is more particularly described by Tax Map Parcel Number in Schedule A, attached hereto and made a part hereof (the Property). The units which will be ADUs are specifically identified in Schedule A. Applicant affirms that Zoning Permits have been issued for each of these units. This notice shall not be considered effective until all information required to establish rental prices for the ADUs in conformance with the Regulations has been submitted by the Applicant and the rental prices have been agreed upon in writing.

2. **PHYSICAL DESCRIPTION OF INDIVIDUAL UNITS**: The physical description of each unit being offered as an ADU along with the items contained in each unit, is listed in Schedule C, attached hereto, and made a part thereof. Applicant warrants and guarantees that each unit conforms, or will conform at time of initial rental by Applicant, to the minimum specifications for ADUs as required by the County.

3. **PRICE:**

A. The base rental for each dwelling unit is that amount as determined by procedures in effect at the time of the acceptance of this offering agreement.

B. Applicant must construct each ADU listed in Schedule A in accordance with the minimum specifications required by the County. Applicant acknowledges having had the opportunity of reviewing these specifications prior to signing this Agreement.

4. **DELIVERY:** The units must be available for occupancy, as determined in compliance with County building code requirements by the issuance of an Occupancy Permit, within three hundred sixty-five (365) days from the date of acceptance of this Agreement by the County. Time is of the essence with respect to the time period provided for in this paragraph.

5. **DOCUMENTS:** Within ten (10) days from the date of execution of a lease for each ADU covered by this Agreement, the Applicant must provide the County with copies of the following items: lease and the original Certificate of Eligibility of the Lessee.

6. **DECLARATION OF COVENANTS:** When this Agreement is signed, the County will give the Applicant the form of the Declaration of Covenants, to run with the land, which subjects the Property to the requirements of the Ordinance. The Declaration of Covenants must be completed and signed by the Applicant in the form required for recording in the land records of Loudoun County. An executed Declaration of Covenants must be recorded in the land records of Loudoun County.

Any sales contract for any portion of the Property shall state that the Property contains units which are part of the affordable dwelling unit program that the Property is subject to the restrictions of the Ordinance, and is subject to the covenants running with the land invoking the requirements of the Ordinance. In addition, the recorded Deed shall contain specific language, in conspicuous form, subjecting the property to the Declaration of Covenants and shall indicate the date of recordation and the Deed Book and Page reference of the duly recorded Declaration of Covenants.

Applicant, his agents, heirs, assigns or successors hereby irrevocably assigns to the County all its right, title, interest and obligations to enforce the provisions of the Declaration of Covenants referred to herein during the term the Covenants are in effect; to institute any proceeding in law or equity for the collection of such sums as may be in excess of those allowed by

law; or to enjoin any violation or attempted violation of the Covenants or the provisions of the Ordinance.

7. **ATTACHMENTS**: Attached hereto and made a part hereof are the following documents and/or schedules:

- A. Addresses, lot and block, and tax account numbers of the project and each of the ADUs (Schedule A).
- B. General information sheet (Schedule B).
- C. Unit description and rental price sheet (Schedule C).
- D. Rental price calculation sheets for each unit type.
- E. Floor plans for each unit type.
- F. 2 copies of the Subdivision Record Plat.
- G. 2 copies of the Site Plan.

8. **BINDING EFFECT**: This Agreement is binding upon the Applicant, the Applicant's agents, successors, assigns, personal representatives, and heirs.

9. **WAIVERS**: A waiver by the County of a specific requirement or default in this Agreement or on the unit must be in writing; such a waiver is not a waiver of any other or subsequent default of similar or different nature.

10. **NOTICE AND LIAISON**: The County's liaison to this and any notices sent pursuant to this Agreement must be delivered in writing to:

Loudoun County Department of Family Services
102 Heritage Way N.E., Suite 103
Leesburg, Virginia 20176

ATTN: Housing Specialist

Notices to the applicant shall be sent to:

11. **SURVIVAL**: The terms of the Agreement survive the execution and delivery of any deeds or leases and do not merge therein.

12. **APPLICABLE LAWS AND REGULATIONS**: Applicant agrees to abide by and comply with all applicable laws and regulations regarding the subject matter of this Agreement whether or not such laws or regulations are herein specifically enumerated or referred to.

13. **SEVERABILITY**: If any part, portion or provision of this Agreement is found to be null, void, illegal, or unenforceable for any reason by any court or governmental regulation or ruling, then only such part, portion or provision is affected thereby, and the remainder of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Applicant has caused these presents to be executed by _____ (Name) its _____ (Title), and its corporate seal to be affixed, and the County has on the day and year hereinafter written its _____.

APPLICANT: _____

BY: _____

ITS: _____

STATE OF VIRGINIA, COUNTY OF LOUDOUN, to-wit:

I hereby certify that before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, for the Applicant, and he/she executed the foregoing in the name and on behalf of Applicant for the uses and purposes herein contained.

Witness my hand and seal this _____ day of _____.

Notary Public

My Commission Expires:

LOUDOUN COUNTY (VIRGINIA)

BY: _____

ITS: FAMILY SERVICES DIRECTOR

STATE OF VIRGINIA, COUNTY OF LOUDOUN, to-wit:

I hereby certify that before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, Family Services Director, who executed the foregoing instrument in the name and on behalf of the Loudoun County Housing Services for the uses and purposes herein contained.

Witness my hand and seal this _____ day of _____.

Notary Public

My Commission Expires:

SCHEDULE A

IDENTIFICATION OF UNITS BEING OFFERED AS ADUs

<u>Lot/Block</u>	<u>Street Address</u>	<u>Tax Account Number</u>	<u>Issued Date</u>	<u>Building Permit</u>
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SCHEDULE B

1. Development Name: _____

Is this the legal name of the Subdivision? Yes _____ No _____

If not, what is the legal name?

2. Developer Name:

Is this the party which signed the Construction Agreement: Yes ____ No

If not, who signed the Construction Agreement?

3. Who is the contact person for information about this project:

Name: _____ Title: _____ Phone:

4. Are there additional fees associate with the units being offered:

Condominium Fee: _____ Amount:

Homeowners Assoc. Fee: _____ Amount:

Other

5. Describe the mortgage financing being made available to ADU applicants and terms of this financing.

6. Was a commitment paid to reserve mortgage financing for the ADUs?

If so, how much:

7. What is the anticipated date of the next ADU offering in this project?

SCHEDULE C

UNIT DESCRIPTION

NOTE: Please describe the items included in each ADU. These components shall be utilized in the pricing process. Attach floor plans for the ADUs. Specify the square footage of each unit type.

EFFICIENCY/ONE BEDROOM

Quantity _____ # of _____ # of _____
Structure Type End Units Interior Units
(i.e., single family detached; single family (townhouses only)
attached; multi-family)

Finished Area: _____ Sq. Ft. Unfinished Square Footage: _____ Sq. Ft.

of Full Baths: _____ # of 1/2 Baths: _____ # of Rough-in Baths _____

Other features

Heat Pump Electric Heat Gas Heat Air Conditioning

TWO BEDROOM

Quantity _____ # of _____ # of _____
Structure Type End Units Interior Units
(i.e., single family detached; single family (townhouses only)
attached; multi-family)

Finished Area: _____ Sq. Ft. Unfinished Square Footage: _____ Sq. Ft.

of Full Baths: _____ # of 1/2 Baths: _____ # of Rough-in Baths _____

Other features

Heat Pump Electric Heat Gas Heat Air Conditioning

THREE BEDROOM

Quantity _____ # of _____ # of _____
Structure Type _____ End Units _____ Interior Units _____
(i.e., single family detached; single family attached; multi-family) (townhouses only)

Finished Area: _____ Sq. Ft. Unfinished Square Footage: _____ Sq. Ft.

of Full Baths: _____ # of 1/2 Baths: _____ # of Rough-in Baths _____

Other features _____

Heat Pump _____ Electric Heat _____ Gas Heat _____ Air Conditioning _____

FOUR BEDROOM

Quantity _____ # of _____ # of _____
Structure Type _____ End Units _____ Interior Units _____
(i.e., single family detached; single family attached; multi-family) (townhouses only)

Finished Area: _____ Sq. Ft. Unfinished Square Footage: _____ Sq. Ft.

of Full Baths: _____ # of 1/2 Baths: _____ # of Rough-in Baths _____

Other features _____

Heat Pump _____ Electric Heat _____ Gas Heat _____ Air Conditioning _____

Rental Rates:

Efficiency	\$
One Bedroom	\$
Two Bedroom	\$
Three Bedroom	\$
Four Bedroom	\$