

Subdivision Name \_\_\_\_\_

**NOTICE OF AVAILABILITY OF  
AFFORDABLE DWELLING UNITS**

AND

**SALES OFFERING AGREEMENT  
Affordable Dwelling Units**

**THIS NOTICE AND AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the "Applicant") and Loudoun County (the "County").

**WHEREAS**, Applicant wishes to offer for sale as Affordable Dwelling Units ("ADUs") certain dwelling units described in Schedule A, attached hereto (the "For-Sale Units"), [pursuant to Proffer \_\_\_\_\_ of ZMAP/ZCPA - \_\_\_\_\_, and] pursuant to the provisions and requirements of Article VII of the Revised 1993 Loudoun County Zoning Ordinance (the "Zoning Ordinance") and Chapter 1450 of the Codified Ordinances of Loudoun County (the "Codified Ordinances"), as the same may be amended from time to time (the Zoning Ordinance and the Codified Ordinances are together referred to hereinafter as the "Ordinances"); and

**WHEREAS**, the For-Sale Units are subject to a Construction Agreement 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 gives notice that the following For-Sale Units are or will be available for purchase and hereby offers for sale as ADUs \_\_\_\_\_ {number} lots, units, or parcels of real property located in \_\_\_\_\_ {Development name}. These For-Sale Units are more particularly described by address, lot or unit, block and subdivision in Schedule A, attached hereto, and made a part hereof. Applicant affirms that Zoning Permits have been issued for each of these For-Sale Units. For purposes of the calculation of any time periods that, pursuant to the Ordinances and this Notice and Agreement, shall commence upon the receipt of this Notice and Agreement, the receipt of this Notice and Agreement by the County shall not be considered final and effective to commence the running of such time periods until all information required to establish sales prices for the For-Sale Units in conformance with the Ordinances has been submitted by the Applicant and such sales prices have been approved by the Affordable Dwelling Units Advisory Board ("ADUAB") pursuant to the Ordinances.

2. **PHYSICAL DESCRIPTION OF INDIVIDUAL UNITS**: The physical description of each For-Sale Unit being hereby offered, including the number of bedrooms, floor area (in square feet), and related amenities is set forth in Schedule C attached hereto, and made a part thereof. Applicant warrants and guarantees that each For-Sale Unit shall conform to the minimum specifications for ADUs as required by the County.

3. **PRICE:**

A. The base sales price for each For-Sale Unit being offered, as listed in Schedule D, shall be that amount as established by the Affordable Dwelling Unit Advisory Board (“ADUAB”) as of the time of receipt of this Notice by the County. .

B. Applicant shall construct each For-Sale Unit listed in Schedule A in accordance with the minimum specifications established by the County. Applicant acknowledges having had the opportunity of reviewing these specifications prior to signing this Notice and Agreement.

4. **DELIVERY:** The For-Sale Units described in Schedule A shall be available for occupancy, as determined in compliance with County building code requirements by the issuance of an Occupancy Permit, within \_\_\_\_\_ ( ) days from the date of acceptance of this Notice and Agreement by the County. Time is of the essence with respect to the time period provided from in this paragraph.

5. **PURCHASE OPTION PERIOD:**

A. Upon receipt of this Notice and Agreement by the County, the County shall provide the Applicant with a list of persons who have been issued a Certificate of Qualification by the County (“Eligible Purchasers”), noting the order in which they are to be offered an opportunity to contract to purchase an ADU. For a period of ninety (90) days (the “Purchase Option Period”) from the date of the effective receipt of this Notice and Agreement by the County as set forth in paragraph 1 above, the Applicant shall offer the For-Sale Units (other than those which the County elects to purchase pursuant to Paragraph 5.B. below) exclusively to such Eligible Purchasers. Those who contract to purchase a For-Sale Unit shall submit their Certificates of Qualification to the Applicant or his agent at the time of contracting for the purchase of the property.

B. Applicant acknowledges that during the aforesaid Purchase Option Period, the County shall have the right to purchase up to one-third of the For-Sale Units listed in Schedule A. The County shall designate the For-Sale Units which it wishes to purchase in writing. After County notification of this intent to purchase or not to purchase any of the For-Sale Units, the Applicant may begin negotiating sales of any remaining For-Sale Units that the County did not elect to purchase with Eligible Purchasers. During the Purchase Option Period, such remaining For-Sale Units shall be offered only to Eligible Purchasers or to non-profit housing organizations as described in Paragraph 6 below. The closing for any For-Sale Unit that County has elected to purchase shall occur within thirty (30) days from the end of the Purchase Option Period, provided that an Occupancy Permit has been issued for such For-Sale Unit, or thirty (30) days after the issuance of an Occupancy Permit for such For-Sale Unit, whichever is later.

6. **NOTICE TO NON-PROFIT HOUSING ORGANIZATIONS:** After the expiration of the Purchase Option Period, any For-Sale Units not committed to the County or Eligible Purchasers shall be offered for sale to County qualified and designated non-profit organizations (“Organizations”). The County shall provide the Applicant with a list of such Organizations. The Applicant shall be required to provide written notice by registered or certified mail to such Organizations advising that such For-Sale Units are or will be available for purchase. Such written

notice may be sent by the Applicant at any time after the expiration of the Purchase Option Period and shall include the following information:

- A. The number of bedrooms;
- B. Floor area (in square feet);
- C. Amenities;
- D. The target date for ADU availability;
- E. The number of ADUs and their location within the development;
- F. The address of each ADU, which shall include the tax map number and parcel identification number;
- G. Any type of special financing available; and
- H. A copy of the Subdivision Record Plat, Condominium Plat, and/or approved Site Plan, as applicable, for the development in which the ADUs are located.

Such Organizations shall have thirty (30) days from the date of receipt of such notice from the Applicant to commit to purchase any of such For-Sale Units by so notifying the Applicant in writing, and shall have sixty (60) days from the end of the said thirty-day period to close on the For-Sale Unit, provided that an Occupancy Permit has been issued, or thirty (30) days after the issuance of an Occupancy Permit for such For-Sale Unit whichever is later.

7. **DECLARATION OF COVENANTS**: Notwithstanding the provisions of paragraph 1 above, receipt of this Notice and Agreement by the County shall not be considered final and effective until a copy of an executed Declaration of Covenants applicable to the units described in this Notice, in a form approved by the County and recorded in the land records of Loudoun County, has been provided by the Applicant to the County.

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 Ordinances.

8. **DOCUMENTS**: Within ten (10) days from the date of execution of a sales contract for a For-Sale Unit, the Applicant shall provide the County with a copy of the executed sales contract and the original Certificate of Qualification of the Eligible Purchaser. Each said sales contract shall state that the For-Sale Unit is part of an Affordable Dwelling Unit program, and is subject to the covenants running with the land invoking the requirements of the Ordinances.

Within fourteen (14) days after settlement for each For-Sale Unit, the Applicant must provide the County with copies of both the purchaser's and seller's settlement sheets, as well as a copy of the Deed evidencing its recordation in the land records of Loudoun County. Such Deed shall contain specific language, in conspicuous form, indicating that such For-Sale Unit has been subjected to the Declaration of Covenants and shall indicate the date of recordation and the Deed Book and Page Number or Instrument Number of the duly recorded Declaration of Covenants.

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

- A. Addresses, lot and block, and parcel identification numbers (PINs) of the For-Sale Units (Schedule A).
- B. General information sheet (Schedule B).
- C. Unit description and price sheet (Schedule C).
- D. Base sales price calculation sheets for each unit type (Schedule D).
- E. Floor plans for each unit type.
- F. 2 copies of the Subdivision Record Plat or Condominium Plat, if applicable.
- G. 2 copies of the Site Plan, if applicable.

10. **BINDING EFFECT**: This Notice and Agreement shall be binding upon the Applicant, the Applicant's agents, successors, assigns, personal representatives, and heirs.

11. **WAIVERS**: No waiver by the County of any specific requirement or default in this Notice and Agreement or any deficiency or defect in any unit shall be effective unless in writing; any such waiver shall not operate as or be deemed to operate as a waiver of any other or subsequent default or deficiency of similar or different nature.

12. **NOTICE AND LIAISON**: The County's liaison to this, and any notices sent pursuant to this, Notice and 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:

13. **SURVIVAL**: The terms of this Notice and Agreement shall survive the execution and delivery of any deeds or leases and shall not merge or be deemed to merge therein.

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

15. **SEVERABILITY**: If any part, portion or provision of this Notice and 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 shall be affected thereby, and the remainder of this Notice and Agreement will remain in full force and effect.

**IN WITNESS WHEREOF**, the Applicant has caused this Notice and Agreement to be executed by (Name) its \_\_\_\_\_ (Title), and its corporate seal to be affixed.

APPLICANT: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**COMMONWEALTH 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 Notice and Agreement in the name and on behalf of Applicant for the uses and purposes herein contained.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

My Commission Expires: \_\_\_\_\_ Registration Number: \_\_\_\_\_

**BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA**

BY: \_\_\_\_\_

NAME: Glenda M. Blake, MSW, MPA

TITLE: Director, Department of Family Services

The ninety-day Purchase Option Period will begin on \_\_\_\_\_ *{This date to be filled in by the Director at the time of executing}*.

**COMMONWEALTH OF VIRGINIA, COUNTY OF LOUDOUN, to-wit:**

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

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

My Commission Expires: \_\_\_\_\_ Registration Number: \_\_\_\_\_

SCHEDULE A

IDENTIFICATION OF UNITS BEING OFFERED AS ADUs

<u>Lot/Block</u>	<u>Street Address</u>	<u>PIN</u>	<u>Zoning/ Permit #</u>	<u>Permit Issue Date</u>
		<u>xxx-xx-xxxx-xxx</u>	<u>Zxxxxxxxxxxx</u>	

SCHEDULE B

1. Development Name: \_\_\_\_\_  
Is this the legal name of the Subdivision as shown on the recorded plat? 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

_____	_____	# of _____	# of _____
Quantity	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

TWO BEDROOM

_____	_____	# of _____	# of _____
Quantity	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



THREE BEDROOM

_____	_____	# of _____	# of _____
Quantity	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

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FOUR BEDROOM

_____	_____	# of _____	# of _____
Quantity	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

## SCHEDULE D

### Sales prices per calculation sheets

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

### Prices of options, if offered:

Dishwasher/Disposal	\$
Washer	\$
Dryer	\$