

**DECLARATION OF WORKFORCE HOUSING  
COVENANTS, CONDITIONS AND RESTRICTIONS**

*Homeownership*

This Declaration of Covenants, Conditions, and Restrictions (“Declaration”) made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (herein the “Declarant”);

WHEREAS, Declarant is the owner of certain real property location in Anne Arundel County, Maryland (hereafter referred to as the “County”), which is more particularly described and depicted on a plat entitled “Equity Acres,” which plat is recorded among the Land Records of Anne Arundel County in Plat Book XXX, page XX; (hereafter referred to as the “Project ”); and

WHEREAS, pursuant to §18-10-165 of the Anne Arundel County Code (2005, as amended), the Project was developed to include Workforce Housing. This Declaration is intended to set forth the requirements and restrictions to satisfy the Workforce Housing requirements and ensure that at least forty percent (40%) of the dwelling units to be constructed in the Project will be maintained as Workforce Housing for the term of the Declaration; and

WHEREAS, the lots designated by the Declarant to be developed and constructed as Workforce Housing units subject to the restrictions herein are more particularly described on Exhibit A hereto (the “Workforce Housing Units”); and

WHEREAS, this Declaration shall apply to and be enforceable by the County against Declarant and all future owners of the Workforce Housing Units during the term of this Declaration, and shall restrict the sale, resale, and use of the Workforce Housing Units as provided herein.

NOW THEREFORE, the Declarant does hereby publish and declare that the Workforce Housing Units shall be held, conveyed, encumbered, used, occupied and transferred, subject to the following covenants, conditions, restrictions and obligations, all of which are declared to be in the furtherance of a common plan for the improvement, enjoyment and use of the Workforce Housing Units, and all of which shall run with the land and shall be binding on any person or entity acquiring or owning any interest in the Workforce Housing Units, their personal representatives, heirs, successors and assigns for the term stated herein.

**I. DEFINITIONS**

1. *ACDS* shall mean Arundel Community Development Services, Inc. and its successor, a private, nonprofit corporation created by Anne Arundel County to oversee and manage the County housing and community development activities.

2. *Control Period* shall mean ten (10) years from the date of the issuance of the occupancy permit at the competition of construction.

3. *Eligible Household* shall mean a household with an income that does not exceed one hundred percent (100%) of the area median income adjusted for household size for the Baltimore Metropolitan Statistical Area (AMI), as defined and published annually by the United States Department of Housing and Urban Development and certified by ACDS. In addition, the Eligible Household must provide a current certificate demonstrating evidence of completion of the ACDS Homeownership Counseling Program.

4. *Maximum Sales Price* shall be defined annually by ACDS on or about June 1<sup>st</sup> through a formula defined and published by ACDS. The Maximum Sales Price of the unit on the original sale shall be certified as correct by ACDS.

5. *Maximum Resale Price* shall mean the original sales price adjusted on an annual two percent (2%) fixed multiplier. The Maximum Resale Price must be certified as correct by ACDS.

## **II. COVENANTS RUNNING WITH THE LAND**

The Declarant declares that the Workforce Housing Units shall be held, owned, or otherwise conveyed, transferred, developed, rehabilitated, improved, built up, occupied, or otherwise used, subject to the covenants, conditions and restrictions set forth in this Declaration. During this term of the Declaration as set forth in Section III below, this Declaration shall be deemed covenants running with the land and shall pass to and be binding upon all heirs, assigns and successors in title to the Workforce Housing Units .

## **III. DURATION**

These Covenants, Conditions and Restrictions shall continue and remain in full force and effect at all times with respect to the Workforce Housing Units for ten (10) years beginning on the original date of sale of each Workforce Housing Unit. In addition, the Property may be released from the restrictions of this Declaration at any time if the Anne Arundel County Office of Planning and Zoning verifies in writing that all permits, plan applications and approvals related to the Project have expired without completion, been terminated or are otherwise void, provided that any such release recorded among the Land Records must include a copy of the written verification of the Office of Planning and Zoning.

## **IV. RESTRICTED SALE OF THE PROPERTY**

These Covenants, Conditions and Restrictions on the Workforce Housing Units restrict the sale of the Workforce Housing Units to an Eligible Household at the original Maximum Sales Price and the Maximum Resale Price as defined and certified by ACDS.

## **V. MINIMUM PROPERTY STANDARDS**

If any Workforce Housing Unit is sold during the duration of this Declaration, the Workforce Housing Unit must meet minimum property standards as defined by ACDS that will include items such as (i) the residence must be free of water infiltration and the roof age must be within its life rating; (ii) the HVAC, plumbing, and electrical systems must be operational; (iii)

appliances must be in good working condition; and (iv) the interior paint and floor coverings must be in like new condition.

## **VI. OCCUPANCY**

During the term on this Declaration the Workforce Housing Units shall be occupied by the Eligible Households as their primary residence and may not be rented to another household or individual.

## **VII. BUILDING PERMITS**

Declarant, and Declarant's successors and assigns, shall notify ACDS at the time of application for a building permit for a dwelling unit on any lot designated as a Workforce Housing Unit.

## **VIII. ENFORCEMENT**

The rights hereby granted include the right of the County to enforce this Declaration against the Declarant, or any successors in title, independently by appropriate legal proceedings and to obtain injunction and other appropriate relief against any violations and shall be in addition to, and not in limitation of, any other rights and remedies available to the County or the Declarant.

- A. Without limitation of any other rights or remedies of the Declarant, or its successors and designs, in the event of any occupancy of the Workforce Housing Units in violation of the provisions of this Declaration, the County shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:
  - (1) Damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Household; and
  - (2) If the Project, or any part of it, received a full or partial waiver of any County charges or fees as a result of including the Workforce Housing Units, the County is entitled to recoupment and payment of any such charges in full as if the Project did not include Workforce Housing Units, which charges shall be a lien upon any Workforce Housing Unit in violation and all other Workforce Housing Units still owned by the Declarant in the full amount of the charges and fees waived, plus annual interest to accrue at the rate for overdue property taxes as set forth in § 4-1-103 of the Anne Arundel County Code (2005, as amended), all of which shall be collectable and enforceable in the same manner as property taxes in accordance with §1-8-101 of the Anne Arundel County Code (2005, as amended).
- B. The Declarant grants the County the right to enter upon the Project upon reasonable advance notice for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Workforce Housing Units, which the County may

determine to be necessary or appropriate, to prevent, remedy or abate any violation of this Declaration, including by court order.

- C. In addition to the foregoing, in the event of a violation of the provisions of this Declaration, the County may take appropriate enforcement action against the Declarant or successors in title, including, without limitation, legal action to compel the Declarant or any successor in title to comply with the requirements of this Declaration. The Declarant or successors in title shall pay all fees and expenses including legal fees of the County in the event of enforcement actions.

**IX. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**X. WAIVER**

One or more waivers of any covenants or conditions or of any breach of same by the County shall not be construed as a waiver of any subsequent breach of the same or other condition; and the consent and approval of the County to any act by Declarant requiring the County’s consent or approval shall not be deemed to be a waiver and shall still render necessary the County’s consent or approval to any subsequent or similar act by Declarant.

**XI. GOVERNING LAW FORUM**

This Declaration shall be construed according to the law of the State of Maryland without regard to those principles governing choice or conflicts of law. Any litigation arising from the application, interpretation or enforcement of rights under this Declaration shall be brought in the State courts located in Anne Arundel County, which shall have subject matter and personal jurisdiction, and, to the extent permitted by law; the parties waive removal of any such action to the federal courts.

**XII. TIME OF ESSENCE**

Time is of the essence in this Declaration.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Declaration as of the date first written above.

ATTEST:

DECLARANT

By:

\_\_\_\_\_

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

Name  
Title

State of \_\_\_\_\_, \_\_\_\_\_ County, ss:

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **[Name], [Organization]**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that he has the full authority to execute and in fact executed, said Declaration for the purposes herein contained, and further acknowledged the foregoing Declaration to be the act of said limited partnership.

AS WITNESS: My hand and Notarial seal.

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

My commission expires: \_\_\_\_\_

ATTEST:

ANNE ARUNDEL COUNTY

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Matthew J. Power  
Chief Administrative Officer

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

Gregory J. Swain, County Attorney

By: \_\_\_\_\_  
Anne Arundel County Office of Law      Date

State of Maryland, Anne Arundel County, ss:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Matthew J. Power, Chief Administrative Officer of Anne Arundel County, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that she has full authority to execute and in fact executed, said Declaration for the purposes herein contained, and further acknowledged the foregoing Declaration, to be the act of said Anne Arundel County.

AS WITNESS: My hand and Notarial seal.

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

My commission expires: \_\_\_\_\_