

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

Rental

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“Declaration”) made this _____ day of _____, 20____ herein after set forth by _____, (herein after referred to as Declarant);

WHEREAS, the Declarant is the owner of certain real property location in Anne Arundel County, Maryland, (the “County”) which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, the Declarant purposes to construct a rental community consisting of _____ units of which _____ units will be available to households whose income do not exceed sixty percent (60%) of the area median income at rents defined by the County or its agent;

WHEREAS, pursuant to §18-10-164 of the Anne Arundel County Code, Declarant is developing the Property as Workforce Housing (the “Project”). This Declaration is intended to set forth the Declarant’s agreement regarding how the Workforce Housing Conditional Use requirements will be satisfied and pursuant to which the dwelling units to be constructed upon the Project will be maintained as Workforce Housing;

WHEREAS, the Workforce Housing Conditional Use requirements mandate that at least sixty percent (60%) of the rental units must be occupied by a household with an income that does not exceed sixty percent (60%) of the area median income adjusted for household size for the Baltimore Primary Metropolitan Statistical Area, as defined and published annually by the United States Department of Housing and Urban Development; and

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

NOW THEREFORE, the Declarant does hereby publish and declare that the Project 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 Project , and all of which shall run with the land and shall be binding on any person or entity acquiring or owning any interest in any of them, 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 thirty (30) years from the date of this Declaration.

3. *Eligible Household* shall mean a household with an income that does not exceed sixty percent (60%) 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.

4. *Rent Limits* shall mean the rent limits for the restricted units, which must be equal to, or less than the rents published on an annual basis for the Low Income Housing Tax Credit Program by the State of Maryland Department of Housing and Community Development for households with income at sixty percent (60%) AMI by bedroom size.

5. *Restricted Units* shall mean the rental units that are required to be occupied by Eligible Households by the Workforce Housing Legislation.

II. COVENANTS RUNNING WITH THE LAND

The Declarant declares that the Property and every part of it is and shall be held, owned, leased, 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 successor in title to the Property.

III. DURATION

The Covenants, Conditions and Restrictions shall continue and remain in full force and effect at all time with respect to the Property for thirty (30) years beginning on _____ and ending on _____. 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. OCCUPANCY

Upon completion of construction of the Project and during the term of this Declaration, the Declarant shall rent _____ one-bedroom units, _____ two-bedroom units, and _____ three-bedroom units to Eligible Households. Upon taking an application from a prospective Eligible Household, the Declarant shall determine and document the annual income of the household in a manner and in such form as ACDS shall from time to time prescribe.

V. CHANGING HOUSEHOLD INCOME AND MARKET TURNOVER

In the event the income of an Eligible Household increases in excess of the then current maximum income, the Declarant shall make the next available non-Workforce Housing unit of the appropriate type available to an Eligible Household. In the event that turnover results in a

reduction in the number of Eligible Households below the number required herein, the Declarant shall make available the next vacant non-Workforce Housing unit to an Eligible Household until the requirements are again met.

VI. RENT ROLLS

The Declarant shall each month maintain a written rent roll. The rent roll shall include all units including the units that are occupied by Eligible Households, with the tenant name, unit number, bedroom size, tenant household income, rent charged, utility allowance and the amount of rent paid by the tenant. The rent roll shall also identify any vacant units.

VII. 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 Property, 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 Property did not include Workforce Housing Units, which charges shall be a lien upon the Property 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 Property for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Property, 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 his successors in title, including, without limitation, legal action to compel the Declarant to comply with the requirements of this Declaration. The Declarants shall pay all fees and expenses including legal fees of the County in the event of enforcement actions.

VIII. 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.

IX. 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 consent or approval to any subsequent or similar act by Declarant .

X. 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.

XI. TIME OF ESSENCE

Time is of the essence in this Declaration.

The remainder of this page intentionally left blank.

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

ATTEST: ORGANIZATION

_____ 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 _____, 202__, 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: _____