

AFTER RECORDING RETURN TO:

Office of the Rockville City Attorney
111 Maryland Avenue, 3rd Floor
Rockville, Maryland 20850
Attn: Cynthia Walters, Acting City Attorney
(For Recorder's Use)

**DEED OF DECLARATION OF MPDU RESTRICTIVE COVENANTS
For Rental Units
(Twinbrook Place)**

THIS DEED OF DECLARATION OF MPDU RESTRICTIVE COVENANTS FOR RENTAL UNITS (this “**Declaration**”) is made this ____ day of _____ 2026 (the “**Effective Date**”), by **TWINARD LIMITED PARTNERSHIP**, a Maryland limited partnership, having a principal address of 8191 Strawberry Lane, Suite 3, Falls Church, Virginia 22042 (the “**Declarant**”), in order to comply with Chapter 13.5 of the Rockville City Code (the “**MPDU Ordinance**”) and the associated City of Rockville, Maryland Moderately Priced Housing Regulations (the “**MPDU Regulations**”).

RECITALS

WHEREAS, Declarant is the fee owner of a portion of those certain parcel(s) of land located in the City of Rockville, Maryland, as more particularly described in **Exhibit A**, which is part of a development in the City of Rockville (the “**Property**”), consisting of, among other things an existing office building which will be converted to a multi-family residential apartment building and associated amenities and infrastructure (the **Twinbrook Place Project**) on an area consisting of approximately 2.1 acres of land located at 12501 Ardennes Avenue in the City of Rockville; and

WHEREAS, on April 24, 2024, the Planning Commission for the City of Rockville approved Level 2 Site Plan Application STP 2024-00465 (“**STP #2024-00465**”), permitting, subject to certain conditions of approval, the development of, among other things, the Twinbrook Place Project; and

WHEREAS, in accordance with the MPDU Ordinance, a minimum of nineteen (19) single-family apartment units developed and constructed in the Twinbrook Place Project are required to be designated as Moderately Priced Dwelling Units (“**MPDUs**”) that must be reserved for rental to and occupancy by Eligible Households; and

WHEREAS, the Declarant was formed and organized as a Maryland limited partnership for the purpose of, among other things, developing, financing, constructing, owning and selling the residential portion of the Twinbrook Place Project (the “**Twinbrook Place Apartments**”)

consisting of one hundred twenty-five (125) units of single-family apartment units, including nineteen (19) single-family apartment units which are to be MPDUs (the " **Twinbrook Place MPDU Apartments** "); and

WHEREAS, in order to comply with the MPDU Ordinance, the Declarant agreed to designate, lease and administer for the duration of the MPDU Compliance Control Period (as hereinafter defined) in the Twinbrook Place Apartments nineteen (19) apartment units consisting of five (5) studio apartment units, six (6) one-bedroom apartment units, seven (7) two-bedroom apartment units, and one (1) three-bedroom apartment units as moderately priced dwelling rental units (collectively, the "MPDUs" or "**Moderately Priced Dwelling Units**"), that are reserved and designated for lease and occupancy by households whose annual gross income qualify to participate in the Mayor and Council's MPDU rental program ("**Eligible Households**"), pursuant to the terms and conditions of this Declaration, and Article II of that certain Moderately Priced Dwelling Unit Program Agreement -For Rental Units (Twinbrook Place), by and among the Declarant, Uniwest Development LLC, and The Mayor and Council of Rockville, a body corporate and politic and municipal corporation of the State of Maryland (the "**Mayor and Council**"), dated as of the date of this Declaration (the "**MPDU Program Agreement**"); and

WHEREAS, the Declarant shall by this Declaration impose upon the Property, and each Moderately Priced Dwelling Unit listed herein, certain occupancy, income and affordability restrictive covenants and requirements for the benefit of the Mayor and Council and its successors and assigns; and

WHEREAS, the Declarant is required to execute certain documents in order to evidence its compliance with the MPDU Ordinance and, pursuant thereto, Declarant's execution of the MPDU Program Agreement and this Declaration shall evidence such compliance, as more particularly set forth below; and

WHEREAS, any and all capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the MPDU Program Agreement.

NOW, THEREFORE, the Declarant hereby declares that Property shall be held, transferred, conveyed, and sold subject to the following restrictive easements, covenants and conditions which are for the purpose of providing MPDUs to Eligible Households for the duration of the MPDU Compliance Control Period, as further described herein, and such restrictive easements, covenants, conditions, and restrictions shall run with the Property submitted to this Declaration and shall be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, successors-in-title and assigns.

DECLARATIONS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby subjects the Property to the following restrictive covenants and conditions on the Property:

1. Studio Apartment Units – Designation of 5 MPDU Units. The Declarant covenants and agrees that, for the duration of the MPDU Compliance Control Period, the following five (5) studio apartment units in the Twinbrook Place Apartments shall be designated and leased as Moderately Priced Dwelling Units, which units shall have rents affordable to Eligible Households:

ADDRESS	Apartment Unit	Approximate Net Rentable Square Feet	Eligible Household Maximum Income
12501 Ardennes Avenue, Rockville, MD	Unit 113	455 sq. ft.	60% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 215	508 sq. ft.	50% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 315	508 sq. ft.	60% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 515	508 sq. ft.	50% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 615	508 sq. ft.	60% AMI
TOTAL	5 Units		

2. One-Bedroom Apartment Units – Designation of 6 MPDU Units. The Declarant covenants and agrees that for the duration of the MPDU Compliance Control Period, the following six (6) one-bedroom apartment units in the Twinbrook Place Apartments shall be designated and leased as Moderately Priced Dwelling Units, which units shall have rents affordable to Eligible Households:

ADDRESS	Apartment Unit	Approximate Net Rentable Square Feet	Eligible Household Maximum Income
12501 Ardennes Avenue, Rockville, MD	Unit 106	723 sq. ft.	50% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 205	685 sq. ft.	80% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 305	685 sq. ft.	50% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 405	685 sq. ft.	80% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 508	1,038 sq. ft.	60% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 512	701 sq. ft.	80% AMI
TOTAL	6 Units		

3. Two-Bedroom Apartment Units – Designation of 7 MPDU Units. The Declarant covenants and agrees that for the duration of the MPDU Compliance Control Period, the following seven (7) two-bedroom apartment units in the Twinbrook Place Apartments shall be designated

and leased as Moderately Priced Dwelling Units, which units shall have rents affordable to Eligible Households:

ADDRESS	Apartment Unit	Approximate Net Rentable Square Feet	Eligible Household Maximum Income
12501 Ardennes Avenue, Rockville, MD	Unit 109	1,210 sq. ft.	60% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 110	1,266 sq. ft.	80% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 209	1,210 sq. ft.	60% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 306	1,184 sq. ft.	60% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 406	1,184 sq. ft.	60% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 502	1,039 sq. ft.	50% AMI
12501 Ardennes Avenue, Rockville, MD	Unit 606	1,184 sq. ft.	50% AMI
TOTAL	7 Units		

4. **Three-Bedroom Apartment Units – 1 MPDU Unit.** The Declarant covenants and agrees that for the duration of the MPDU Compliance Control Period, the following one (1) three-bedroom apartment unit in the Twinbrook Place Apartments shall be designated and leased as Moderately Priced Dwelling Units, which units shall have rents affordable to Eligible Households:

ADDRESS	Apartment Unit	Approximate Net Rentable Square Feet	Eligible Household Maximum Income
12501 Ardennes Avenue, Rockville, MD	Unit 201	1,435 sq. ft.	60% AMI
TOTAL	1 Units		

5. **“MPDU Compliance Control Period”** means the ninety-nine (99) year period commencing upon the effective date of the first fully executed lease agreement for a Moderately Priced Dwelling Unit following the Effective Date (which commencement date shall be, promptly after the occurrence thereof, memorialized in an instrument signed by the Declarant and the Mayor and Council and recorded in the Land Records) and terminating ninety-nine (99) years later at 11:59 p.m., during which time the Declarant covenants, declares, and agrees for itself, its successors or its assigns to materially comply with each restriction and covenant set forth in this Declaration and Article II of the MPDU Program Agreement.

6. **MPDU Lease and Requirements.**

a. Subject to the provisions of the MPDU Program Agreement, the Declarant covenants, declares, and agrees that for the duration of the MPDU Compliance Control Period, all of the designated Moderately Priced Dwelling Units shall only be leased to and occupied by or, if vacant, available for lease and occupancy by Eligible Households.

b. Subject to the income eligibility and occupancy requirements for Tenants as set forth in this Declaration and Article II of the MPDU Program Agreement, the Declarant

reserves the right to establish additional occupancy requirements and limitations in the leases for the Moderately Priced Dwelling Units, as approved by the City Manager or his authorized designee. Specifically, but without limitation, the Declarant reserves the right to (i) apply the Declarant's typical credit and background check requirements to prospective tenants (however, any requirements for a minimum income shall be suspended for participants in the Housing Choice Voucher Program), (ii) limit household size for each Moderately Priced Dwelling Unit in accordance with the Declarant's maximum occupancy standard for non-Moderately Priced Dwelling Units, (iii) prohibit the subletting or assigning of Moderately Priced Dwelling Units, and (iv) enforce or apply its standard occupancy rules and regulations found in the Declarant's standard lease provisions.

7. **Management.** The Declarant covenants, declares, and agrees that for the duration of the MPDU Compliance Control Period, the Moderately Priced Dwelling Units in the Twinbrook Place Apartments shall be owned, managed, and operated continuously pursuant to the terms of the MPDU Program Agreement, this Declaration, the MPDU Ordinance, and the MPDU Regulations. The Declarant may manage the operations of the Twinbrook Place Apartments itself or may hire another party to do so.

8. **Rents.** The Declarant covenants, declares, and agrees that for the duration of the MPDU Compliance Control Period, the rental rates charged for all of the MPDUs in the Twinbrook Place Apartments shall not exceed the rates established by the City Manager or his authorized designee in accordance with the MPDU Ordinance and the MPDU Regulations and such rates shall be provided to the Declarant annually by the DHCD Director.

9. **Intentionally Omitted.**

10. **Required Acceptance of Certain Grants and Vouchers for the Moderately Priced Dwelling Units.** The Declarant covenants, declares, and agrees that for the duration of the MPDU Compliance Control Period, the Declarant shall accept tenant-based vouchers from the Housing Choice Voucher Program as part of the rental payment for the Moderately Priced Dwelling Units from Eligible Households. The monthly rent remaining after these subsidies are applied will be used to determine if the participant's income meets the minimum income requirement for prospective tenants who are participants in the Housing Choice Voucher Program. The Declarant shall not be required to give preference to such participants over other qualified Eligible Households.

11. **Leases.** Declarant covenants, declares, and agrees that all lease agreements for MPDUs shall:

a. comply with all applicable requirements of Chapter 18 of the Rockville City Code, the MPDU Ordinance, and the MPDU Regulations; and

b. pursuant to a rider to the lease agreements provide for default and termination of the lease agreement for failure: (i) to provide any information required under this Agreement or reasonably requested by the Owner to establish or recertify the Tenant's

qualification, or the qualification of the Tenant's household, for occupancy in a designated Moderately Priced Dwelling Unit in accordance with the standards set forth in this Agreement, or (ii) to qualify as an Eligible Household as a result of any material misrepresentation made by such Tenant with respect to the income computation or certification; and

c. provide that Tenants shall have full access to all amenities provided to other residents of the Twinbrook Place Apartments, if any, subject to the rules, regulations and conditions governing the use of these facilities for all tenants as reasonably established by the Declarant or its agent, and all related amenity fees charged to Tenants must be equal to or less than the rates normally charged by the Declarant; and

d. provide that parking fees for the first parking space per Eligible Household in structured or garage parking shall not exceed one-half (1/2) the monthly rate charged to market-rate tenants. The Owner shall not charge parking fees to Eligible Households for parking in non-structured or surface automobile parking lots.

12. Qualification. Declarant covenants, declares, and agrees that at the time of the initial occupancy of a Moderately Priced Dwelling Unit by an Eligible Household, the Declarant shall have established (in accordance with the MPDU Program Agreement) that each Eligible Household that leases a Moderately Priced Dwelling Unit has an income that qualifies it for occupancy of such Moderately Priced Dwelling Unit. Annually thereafter, the Declarant shall obtain from such Eligible Household that continues to lease such Moderately Priced Dwelling Unit a signed *Income Certification for MPDUs* (as defined in the MPDU Program Agreement) evidencing the continued eligibility of such Eligible Household, based on then current income, to occupy the Moderately Priced Dwelling Unit under the terms of the MPDU Program Agreement, together with a signed Annual Rental Occupancy Affidavit (as defined in the MPDU Program Agreement) certifying that such household continues to occupy such Moderately Priced Dwelling Unit. Subject to and without limitation of Declarant's rights under applicable law and provisions of the Tenant's lease, a default by Tenant due to Tenant's failure to provide income information upon recertification requires that the Declarant lease that particular Moderately Priced Dwelling Unit in accordance with the MPDU Program Agreement to another Eligible Household who is (or shall be) in compliance with the income standards for that particular Moderately Priced Dwelling Unit. If, after initial occupancy of an MPDU, a household's income increases above the maximum qualifying income level for new Eligible Households for the relevant MPDU Apartment, that household shall be considered "over-income" upon lease renewal and that household shall no longer qualify to occupy such MPDU. At the Declarant's election, provided that such household meets all of the Declarant's typical credit and background check requirements for prospective tenants, such household may be permitted to remain in the Twinbrook Place Apartments but in a non-MPDU unit, at the market rental rates then in effect for new units. In the event that a previously qualified Tenant is being evicted or removed for a default involving non-compliance with the occupancy requirements/income restrictions, the Declarant will continue to be considered in compliance with this Declaration as long as the Declarant is pursuing possession of the Moderately Priced Dwelling Unit occupied by such Tenant through legal means.

13. **Reporting.** During the MPDU Compliance Control Period, the Declarant shall provide to the City Manager or its designee certain reports in accordance with the provisions of the MPDU Program Agreement.

14. **Inspections.** The covenants and restrictions set forth herein shall be enforceable by the Mayor and Council in all respects. To assure and enforce compliance with this Declaration, the City Manager or his authorized designee shall have the right, in accordance with the provisions of the MPDU Program Agreement and subject to the rights of Moderately Priced Dwelling Units' Tenants under their leases and under applicable law, to inspect the Property and the books and records related to Moderately Priced Dwelling Units.

15. **Condominium Conversion.** Declarant covenants, declares, and agrees that if at any time prior to the end of the MPDU Compliance Control Period the Twinbrook Place Apartments are converted to a condominium, the Moderately Priced Dwelling Unit shall continue to be leased as rental units, subject to the terms and conditions of the MPDU Program Agreement and this Declaration, for the remainder of the MPDU Compliance Control Period. Upon the establishment of a condominium regime, the term Property shall, for all purposes, be modified and solely apply to that condominium unit(s) that contains all of the Twinbrook Place Apartments.

16. **Intentionally Omitted.**

17. **Non-Discrimination.**

a. The Declarant shall not, in the selection of Tenants, in the provision of services to Tenants, or in any other manner related to Tenants, discriminate against any person on the grounds of Race, National Origin, Color, Marital Status, Sex, Religion, Age/Elderliness, Disability (physical or mental), Sexual Orientation, or Familial Status (being pregnant or having children under age 18), or discriminate in violation of any applicable law or regulation. The Declarant shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.

b. The Declarant agrees not to discriminate against prospective tenants of Moderately Priced Dwelling Units on the basis that they receive or are eligible to receive housing assistance under any federal, state, or local housing assistance program and not to discriminate against or deny occupancy to any Tenant or prospective tenant of Moderately Priced Dwelling Units by reason that the Tenant or prospective tenant has a minor child or children who will be residing with them.

18. **Default; Enforcement.** In the event that the Declarant defaults in the performance of any of the covenants or its obligations under this Declaration, the Mayor and Council may, after providing notice of such default to the Declarant and a reasonable period within which Declarant may cure such default, at its option, pursue any one or more of the remedies provided by the MPDU Program Agreement, law or in equity, including but not limited to the right to apply to any court of competent jurisdiction within the State of Maryland to enforce specific performance by the

Declarant of its obligations hereunder or to obtain an injunction against any violations hereof, or to obtain any other such relief as may be appropriate.

19. **Waiver; Forbearance.** The Mayor and Council shall have the right to waive at its option any of the rights granted to it hereunder to enforce the terms hereof, provided that the Mayor and Council's election not to pursue any particular remedy in the event of a default hereunder shall not be construed to preclude or be a waiver of the Mayor and Council's right to pursue any of the other remedies with respect to the violation for which such remedy was pursued or with respect to any other violation prior or subsequent thereto. In addition, any forbearance by the Mayor and Council in exercising any of its rights hereunder shall not constitute a waiver or preclude the exercise of such rights.

20. **Estoppels.** From time to time upon the written request of the Declarant, the City Manager shall provide to any purchasers of all or any portion of the Property or any lender making a loan secured by all or any portion of the Property an estoppel certificate confirming the provisions of the Declaration and the MPDU Program Agreement; certifying, to the best of the City Manager's knowledge, that the Declaration and the MPDU Program Agreement remain in full force and effect; and specifying whether any default(s) exist under any of the provisions of the Declaration or the MPDU Program Agreement.

21. **Amendment.** This Declaration may be amended only by written agreement by and between the Declarant and the Mayor and Council.

22. **Governing Law.** This Declaration shall be governed by the laws of the State of Maryland.

23. **Severability.** The invalidity of any clause, part, or provision of this Declaration shall not affect the validity of the remaining portions hereof.

24. **Covenants Run with the Land.** The covenants set forth herein shall be deemed covenants running with the land and shall be an encumbrance on the Property during the MPDU Compliance Control Period. Such covenants shall be binding upon the Declarant and its successors and assigns, including any successor in title to the Property during the MPDU Compliance Control Period.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date first above written.

DECLARANT

TWINARD LIMITED PARTNERSHIP, a
Maryland limited partnership

By: Uniwest Finance, Inc., General Partner

By: _____
Norman R. Pozez
President

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of _____ 2026, before me, personally appeared Norman R. Pozez, who acknowledged himself to be the President of Uniwest Finance, Inc., the General Partner of Twinard Limited Partnership, a Maryland limited partnership and named as Owner in the above instrument, and that he, as President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Uniwest Finance Inc., as the general partner of Twinard Limited Partnership by him as the President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC
My Commission Expires: _____
Serial Number: _____

Exhibit A

LEGAL DESCRIPTION OF THE TWINBROOK PLACE

Legal Description

All those lots or parcels of land, together with the improvements thereon and appurtenances thereunto belonging, lying, situate and being in Montgomery County, Maryland, being more particularly described as follows:

Lot 5 in Block E in the subdivision known as “Spring Lake Park – Halpine”, as recorded at Plat No. 23657 in the land records of Montgomery County, Maryland, containing 2.09418 acres of land, more or less and established pursuant to the Special Warranty Deed, dated September 17, 2003, as recorded in Book 25540 at Page 440 in the land records of Montgomery County, Maryland.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

Tax ID No.: 04-03865584

(End of Exhibit A)