
CITY OF ROCKVILLE, MARYLAND
MODERATELY PRICED DWELLING UNITS PROGRAM AGREEMENT
FOR RENTAL UNITS
(Twinbrook Place)

This **MODERATELY PRICED DWELLING UNITS RENTAL PROGRAM AGREEMENT** (this “**Agreement**”) is entered into as of this ____ day of August 2026 (the “**Effective Date**”) by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body corporate and politic and municipal corporation of the State of Maryland (the “**Mayor and Council**”), acting through its “**City Manager**”, and **TWINARD LIMITED PARTNERSHIP**, a Maryland limited partnership, having a principal address of 8191 Strawberry Lane, Suite 3, Falls Church, Virginia 22042 (the “**Owner**”), and **UNIWEST DEVELOPMENT, LLC**, a Virginia limited liability company, qualified to do business in the State of Maryland, having a principal address of 8191 Strawberry Lane, Suite 3, Falls Church, Virginia 22042 (the “**Site Plan Applicant**”). Individually, the Mayor and Council and the Owner may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. **WHEREAS**, on or about September 6, 2023, the Site Plan Applicant submitted a Level 2 Site Plan Application (“**STP #2024-00465**”) to Planning Commission for the City of Rockville (the “**Planning Commission**”) on behalf of the Owner proposing to convert an existing office building to a multi-family residential use and add up to three stories with up to 182 units, including 15% moderately priced dwelling units (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 (“**Twinbrook Place Real Property**”); and
- B. **WHEREAS**, on April 24, 2024, the Planning Commission approved STP #2024-00465, subject to certain conditions of approval as set forth in a letter dated June 21, 2024 (the “**Approval Letter**”), to allow for the conversion of Twinbrook Place Project, subject to compliance with certain conditions set forth in the Approval Letter, including, without limitation compliance with the City’s Comprehensive Plan for Planning Area 9 – Rockville Pike (“**Approval Conditions**”). The Approval Conditions include a requirement that the Twinbrook Place Project comply with the MPDU Ordinance (as hereinafter defined) and in that regard, that Moderately Priced Dwelling Units (“**Moderately Priced Dwelling Units**” or “**MPDUs**”) must be included in the Twinbrook Place Project; and
- C. **WHEREAS**, on September 17, 2003, the Owner acquired an undivided fifty percent (50%) tenancy in common interest in the Twinbrook Place Real Property pursuant to that certain Special Warranty Deed, recorded in Book 25540, beginning at Page 440 in the Land Records of Montgomery County, as more particularly described in Exhibit A; and

- D. WHEREAS,** Owner was formed and organized for the purpose of, among other things (a) forming, developing, financing, constructing, repairing, maintaining, operating and owning the Twinbrook Place Real Property; and
- E. WHEREAS,** Owner has made a determination that it will no longer be adding additional stories to the building and proposes to convert the building into a 125-unit apartment building (“**Twinbrook Place Apartments**”)
- F. WHEREAS,** pursuant to the Approval Conditions, a minimum of fifteen percent (15%) of the residential units constructed in the Twinbrook Place Project are required to be designated as MPDUs which must be reserved for rent to Eligible Households (as defined below) (the “**Rockville Affordable Housing Contribution Requirement**”) in accordance with the 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**”); and
- G. WHEREAS,** pursuant to the MPDU Ordinance and the terms of this agreement, (a) the Owner is required to designate, lease, and administer nineteen (19) residential dwelling units on Twinbrook Place Real Property as MPDUs which are reserved for lease and occupancy by Eligible Households (the “**Twinbrook Place MPDU Apartments**”), and (b) the Owner and the Site Plan Applicant are required to submit a fully executed copy of this Agreement to the City of Rockville Department of Community Planning and Development Services prior to obtaining a certificate of occupancy for the Twinbrook Place Apartments; and
- H. WHEREAS,** as required by the MPDU Ordinance, the Owner and the Site Plan Applicant, are required to execute certain documents in order to evidence compliance with the Rockville Affordable Housing Contribution Requirement and, pursuant thereto, Owner’s execution of this Agreement and the MPDU Restrictive Covenants shall evidence such compliance, as more particularly set forth below.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

ARTICLE I INCORPORATION OF RECITALS; DEFINITIONS; AND EXHIBITS

Section 1.01. Incorporation of Recitals. The recitals above are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Agreement. Accordingly, the recitals are fully incorporated into this Agreement by this reference as if fully set forth herein.

Section 1.02. Specific. In addition to other terms defined herein, each of the following terms shall have the meaning assigned to it in this Section, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders:

“Annual Rental Occupancy Affidavit” shall have the meaning described in Section 2.08(a)(1).

“Approval Conditions” shall have the meaning described in Recital B.

“Approval Letter” shall have the meaning described in Recital B.

“Area Median Income” or ***“AMI”*** means the median income for the Washington, DC-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area, adjusted for Household Size, as published from time to time by HUD, as published from time to time by HUD pursuant to Section 4 of the United States Housing Act of 1937.

“Department of Housing and Community Development” or ***“DHCD”*** means the City of Rockville Department of Housing and Community Development.

“DHCD Director” means the Director of the Department of Housing and Community Development.

“Eligible Household” means a person or household whose annual gross income qualifies the person or household to participate in the Mayor and Council’s moderately priced dwelling unit (MPDU) rental program, as determined by the City Manager or his authorized designee.

“Household Size” means the actual number of persons in the applicable household.

“Housing Choice Voucher Program” means a rent assistance program funded by the federal government through HUD and administered in Rockville, Maryland by Rockville Housing Enterprises.

“HUD” means the United States Department of Housing and Urban Development.

“Income Certification for MPDUs” shall have the meaning described in Section 2.08(a)(1).

“Moderately Priced Dwelling Unit” OR ***“MPDU”*** means each of the nineteen (19) residential apartment units in the Twinbrook Place Apartments that are reserved and designated for occupancy by Eligible Households pursuant to Article II of this Agreement and the MPDU Restrictive Covenants.

“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 Parties and recorded in the Land Records) and terminating ninety-nine (99) years later at 11:59 p.m., during which time the Owner covenants and agrees for itself, its successors or its assigns to materially comply with each restriction and covenant set forth in the MPDU Restrictive Covenants and Article II of this Agreement.

“MPDU Occupancy Report” shall have the meaning described in Section 2.08(c).

“MPDU Ordinance” shall have the meaning described in Recital F.

“MPDU Regulations” shall have the meaning described in Recital F.

“MPDU Restrictive Covenants” means that certain *Deed of Declaration of Restrictive Covenants*, substantially in the form attached hereto as **Exhibit B**, dated as of the Effective Date and to be recorded in the Land Records.

“Non-Priority MPDU Applicant” means a person who is the head of an Eligible Household who is applying to rent an MPDU listed in the Offering Notice pursuant to the Mayor and Council’s moderately priced dwelling unit rental program.

“Planning Commission” shall have the meaning described in Recital A.

“Priority MPDU Applicant” means a person who is the head of an Eligible Household who is applying to rent an MPDU listed in the Offering Notice pursuant to the Mayor and Council’s moderately priced dwelling unit rental program, which person is either (i) currently living within the corporate boundaries of the City of Rockville, or (ii) currently working within the corporate boundaries of the City of Rockville, or (iii) over the age of fifty-five (55), or (iv) applying to rent a three-bedroom MPDU and has the requisite number of household members to occupy a three-bedroom MPDU.

“Priority Marketing Period” means the ninety (90) day period, as determined by the DHCD Director pursuant to Section 2.04(c) below, during which time only Priority MPDU Applicants are permitted to apply and contract to rent the MPDUs listed in the Offering Notice.

“Rockville Affordable Housing Contribution Requirement” shall have the meaning described in Recital F.

“STP #2024-00465” shall have the meaning described in Recital A.

“Tenant” means an Eligible Household occupying a Moderately Priced Dwelling Unit.

“Twinbrook Place Apartments” shall have the meaning described in Recital E.

“Twinbrook Place MPDU Apartments” shall have the meaning described in Recital G.

“Twinbrook Place Project” shall have the meaning described in Recital A.

“Twinbrook Place Real Property” shall have the meaning described in Recital A.

Section 1.03. General. Any capitalized term to which a meaning is expressly given in this Agreement shall have the meaning assigned to it hereunder, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders.

Section 1.04. Exhibits. The following Exhibits are attached to this Agreement and are fully incorporated into this Agreement by this reference as if fully set forth herein:

Exhibit A	Legal Description of the Twinbrook Place Real Property
Exhibit B	Form of MPDU Restrictive Covenants
Exhibit C	City of Rockville Renter’s Agreement Form
Exhibit D	City of Rockville MPDU Income Certification Form
Exhibit E	City of Rockville MPDU Annual Rental Occupancy Affidavit Form
Exhibit F	City of Rockville MPDU Occupancy Report Form

ARTICLE II

ROCKVILLE AFFORDABLE HOUSING CONTRIBUTION COVENANTS

Section 2.01. General Covenant. In accordance with the MPDU Ordinance, the Owner hereby covenants and agrees for itself, its successors, and its assigns, to comply with each restriction and covenant set forth in the MPDU Restrictive Covenants and this Article II for the duration of the MPDU Compliance Control Period.

Section 2.02. Affordable Housing Contribution Requirement – Designation of On-Site MPDUs. The Owner covenants and agrees to comply with the Rockville Affordable Housing Contribution Requirement and the MPDU Ordinance by designating the following nineteen (19) apartment units in the Twinbrook Place Apartments as Moderately Priced Dwelling Units solely for lease and occupancy by Eligible Households pursuant to the terms of this Agreement and the MPDU Restrictive Covenants:

(a) **Studio Apartment Units – 5 MPDU Units.** The Owner 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

ADDRESS	Apartment Unit	Approximate Net Rentable Square Feet	Eligible Household Maximum Income
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		

(b) One-Bedroom Apartment Units – 6 MPDU Units. The Owner 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		

(c) Two-Bedroom Apartment Units – 7 MPDU Units. The Owner 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		

(d) Three-Bedroom Apartment Units – 1 MPDU Unit. The Owner 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		

(e) Substituting Designated Moderately Priced Dwelling Units. Upon receiving the prior written approval of the City Manager or his authorized designee, the Owner may move the designation of a Moderately Priced Dwelling Unit listed above to another apartment unit located in the Twinbrook Place Apartments; provided, however, that the newly designated apartment unit shall be substantially similar in quality and size as the Moderately Priced Dwelling Unit for which it was substituted. Prior to moving the designation of an existing Moderately Priced Dwelling Unit to another apartment unit, this Article II and the MPDU Restrictive Covenants must be amended.

Section 2.03. Intentionally Omitted.

Section 2.04. Offering of Moderately Priced Dwelling Units.

(a) Offerings. The Owner covenants and agrees to rent the Moderately Priced Dwelling Units in accordance with the MPDU Ordinance and the terms of this Agreement.

(b) Offering Notice. The Owner covenants and agrees that prior to accepting an application to rent any Moderately Priced Dwelling Unit, the Owner shall provide the DHCD Director with the following:

- i. An “**Offering Notice**” that shall include the following information:
 - A. The number of MPDUs being offered for rent;
 - B. The bedroom mix of the MPDUs being offered for rent;
 - C. The floor area for each MPDU type being offered for rent;
 - D. A description of the amenities offered in each MPDU being offered for rent;
 - E. A statement of the availability of each MPDU for rent;

F. The date on which the Owner will be ready to begin marketing the MPDUs listed in the Offering Notice to Priority MPDU Applicants (the “**Proposed Date of Commencement of the Priority Marketing Period**”);

- ii. A vicinity map of the area where the MPDUs that will be offered are located (only needs to be offered upon the initial offering of MPDUs for rent);
- iii. A fully executed copy of the approved development, subdivision or site plan, as applicable, for implementation of Twinbrook Place Project (only needs to be offered upon the initial offering of MPDUs for rent); and
- iv. Such additional information or documents as the DHCD Director may reasonably require.

(c) Acceptance of Offering Notice. Upon receipt and acceptance of a complete Offering Notice, the DHCD Director shall, not later than five (5) business days following receipt of the Offering Notice, provide the Owner a written notice stating the following:

- i. The date that the Priority Marketing Period will begin, which date shall be the later of the (A) the Proposed Date of Commencement of the Priority Marketing Period and (B) five (5) business days following DHCD Director’s receipt of the Offering Notice from Owner; and
- ii. That the Owner’s method of accepting applications for MPDUs listed in the Offering Notice on a “first-come, first-serve” basis complies with the MPDU Ordinance of assuring (A) Priority MPDU Applicants will have an equitable opportunity to apply to rent the MPDUs listed in the Offering Notice during the Priority Marketing Period, and (B) Non-Priority MPDU Applicants will have an equitable opportunity to apply to rent the remaining unrented MPDUs, if any, listed in the Offering Notice following the Priority Marketing Period.

(d) Intentionally Omitted.

Section 2.05. Rental of MPDUs Listed in the Offering Notice.

(a) Rental of MPDUs to Priority MPDU Applicants.

- i. During the Priority Marketing Period, Priority MPDU Applicants shall have an exclusive right to apply and contract to rent the MPDUs listed in the Offering Notice.
- ii. As a condition of contracting to rent an MPDU listed in the Offering Notice to a Priority MPDU Applicant, the Owner shall, subject to the terms of this Agreement:
 - A. verify that the Priority MPDU Applicant is either (i) currently living within the corporate boundaries of the City of Rockville, or (ii) currently working within the corporate boundaries of the City of Rockville, or (iii) over the age of fifty-five (55), or (iv) applying to rent a three-bedroom MPDU and has the requisite number of household members to occupy a three-bedroom MPDU;
 - B. verify that the Priority MPDU Applicant has the requisite annual household gross income to qualify its household as an Eligible Household;
 - C. verify that the Priority MPDU Applicant has the requisite number of household members to occupy the MPDU for which the Priority MPDU Applicant is applying to rent; and
 - D. require that the Priority MPDU Applicant complete, execute and deliver to the Owner a *City of Rockville Renter's Agreement*, a form of which is attached hereto as **Exhibit C** (the “**Renter's Agreement**”) (or, in lieu thereof, such other agreement or certificate as may be then prescribed by the DHCD Director) certifying, among other things, that the Priority MPDU Applicant is renting the MPDU listed in the Offering Notice as the primary residence for the Priority MPDU Applicant's household.
- iii. The Owner shall make a good faith effort to enter into lease agreements with Priority MPDU Applicants during the Priority Marketing Period, subject to the terms of this Agreement, including, without limitation, the provisions of Section 2.06(b) below.

(b) Rental of MPDUs to Non-Priority MPDU Applicants.

- i. If any of the MPDUs listed in the Offering Notice remain unrented at the conclusion of the Priority Marketing Period, then Non-Priority MPDU Applicants will be permitted to apply and contract to rent the remaining unrented MPDUs listed in the Offering Notice.

- ii. As a condition of contracting to rent an MPDU listed in the Offering Notice to a Non-Priority MPDU Applicant, the Owner shall, subject to the terms of this Agreement:
 - A. verify that the Non-Priority MPDU Applicant has the requisite annual household gross income to qualify its household as an Eligible Household,
 - B. verify that the Non-Priority MPDU Applicant has the requisite number of household members to occupy the MPDU for which the Non-Priority MPDU Applicant is applying to rent, and
 - C. require that the Non-Priority MPDU Applicant complete, execute and deliver to the Owner a Renter's Agreement (or, in lieu thereof, such other agreement or certificate as may be then prescribed by the DHCD Director) certifying, among other things, that the Non-Priority MPDU Applicant is renting the MPDU listed in the Offering Notice as the primary residence for the Non-Priority MPDU Applicant's household.
- iii. The Owner shall make a good faith effort to enter into lease agreements with Non-Priority MPDU Applicants, subject to the terms of this Agreement, including, without limitation, the provisions of Section 2.06(b) below.

(c) The Owner covenants and agrees to cooperate with the DHCD Director (to the extent the notification and marketing procedures established by the DHCD Director require any action by or on behalf of the Owner) in order to assure Priority MPDU Applicants and Non-Priority MPDU Applicants Eligible Households an equitable opportunity to rent the MPDUs listed in the Offering Notice.

Section 2.06. MPDU Lease and Occupancy Requirement.

(a) The Owner covenants and agrees that for the duration of the MPDU Compliance Control Period, all of the designated Moderately Priced Dwelling Units listed in Section 2.02 above 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 outlined in this Article II and the MPDU Regulations, Owner 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, Owner reserves the right to (i) apply Owner'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 Owner'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 Owner's standard lease provisions.

Section 2.07. Rental Rate Restrictions.

(a) Establishing Maximum Rental Lease Rates for Moderately Priced Dwelling Units. The Owner covenants 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 rental rates shall be provided to the Owner annually by the DHCD Director.

(b) Required Acceptance of Certain Grants and Vouchers. The Owner covenants and agrees that for the duration of the MPDU Compliance Control Period, the Owner shall accept tenant-based vouchers from the Housing Choice Voucher Program as part of the rental payment 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 Owner shall not be required to give preference to such participants over other qualified Eligible Households.

Section 2.08. Tenants, Income Certification and Reporting.

(a) Tenant Qualifications.

(1) Owner covenants and agrees that at the time of the initial occupancy of a Moderately Priced Dwelling Unit by a qualified Tenant, the Owner shall have obtained a signed *City of Rockville MPDU Income Certification Form*, a form of which is attached hereto as **Exhibit D** ("**Income Certification for MPDUs**") evidencing (as verified by the Owner using the income verification procedures and methods prescribed by the DHCD Director) that each Eligible Household that leases a Moderately Priced Dwelling Unit covered by this Agreement has an income that qualifies it for occupancy of such Moderately Priced Dwelling Unit under the terms of this Agreement. Annually thereafter, the Owner shall obtain from such Eligible Household that continues to lease such Moderately Priced Dwelling Unit (i) a signed Income Certification for MPDUs, evidencing (as verified by the Owner using the income verification procedures and methods prescribed by the DHCD Director) the continued eligibility of such Eligible Household, based on then current income, to occupy the Moderately Priced Dwelling Unit under the terms of this Agreement, and (ii) a signed *City of Rockville MPDU Annual Rental Occupancy Affidavit Form*, a form of which is attached hereto as **Exhibit E** ("**Annual Rental Occupancy Affidavit**"), certifying that such household continues to occupy such Moderately Priced Dwelling Unit.

(2) Upon the initial occupancy of a Moderately Priced Dwelling Unit by an Eligible Household, the City Manager or his authorized designee may, subject to applicable law

and, in any event (absent default by the Owner), not more than once in a 12-month period with respect to each MPDU and to the extent not previously made available to the City Manager or his authorized designee by the Owner pursuant to this Agreement (including, without limitation, pursuant to the other provisions of this Section 2.08), request in writing copies of the Eligible Household's tenant file, which shall include the initial Income Certification for MPDUs signed by Tenant and such other supporting documentation provided by Tenant.

(b) Continued Occupancy by Overqualified Tenants. If, after the initial occupancy of an MPDU, the annual income of a household residing in such MPDU increases above the maximum qualifying income level for new Eligible Households for that unit, that household shall be considered "over-income" upon lease renewal and that household shall no longer qualify to occupy such MPDU. At Owner's election, provided that such household meets all of Owner'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.

(c) Annual Report by Owner to the City Manager. The Owner covenants and agrees that for the duration of the MPDU Compliance Control Period, Owner shall submit to the City Manager or his authorized designee, not later than the date and period of the report set by the DHCD Director each year a *City of Rockville MPDU Unit Occupancy Report Form*, a form of which is attached hereto as **Exhibit F** ("MPDU Occupancy Report"), listing the names of each household member occupying a Moderately Priced Dwelling Unit, the qualifying income level of the household occupying such Moderately Priced Dwelling Unit and the rental amount then being charged by Owner for such Moderately Priced Dwelling Unit. Further, the submitted *MPDU Occupancy Report* shall also contain the recertification date, unit number and any other information reasonably requested in writing by the City Manager or his authorized designee. In addition, to the extent not previously made available to the City Manager or his authorized designee by the Owner with respect to any Moderately Priced Dwelling Unit, the Owner shall also submit to the City Manager or his authorized designee, if requested in writing by the City Manager or his authorized designee and subject to applicable law, the following information with respect to such Moderately Priced Dwelling Unit (i) a copy of the Tenant's rental application, (ii) a copy of the executed rental agreement (lease), (iii) a copy of the *Income Certification for MPDUs*, including all supporting documentation, and (iv) a copy of any *Annual Rental Occupancy Affidavit*.

(d) Additional Information and Records. To the extent not previously made available to the City Manager or his authorized designee by the Owner pursuant to this Agreement (including, without limitation, pursuant to the other provisions of this Section 2.08), Owner covenants and agrees to provide any additional information reasonably requested in writing by the City Manager or his authorized designee pertaining to the leasing, habitability, and occupancy of the Moderately Priced Dwelling Units. With prior written notice of at least three (3) business days and subject to applicable law, the City Manager or his authorized designee shall have the right during normal business hours (but, in any event, absent default by Owner, not more than once in a 12-month period) to examine, inspect and make copies of all books, records (including records pertaining to income and household size of Tenants) or other documents of the Owner which

pertain to the leasing, habitability, and occupancy of the designated Moderately Priced Dwelling Units that were not otherwise made available to the City Manager or his authorized designee pursuant to the provisions of Section 2.08(a) and Section 2.08(c) above. Owner shall materially maintain complete, accurate, and current records pertaining to the leasing, habitability, and occupancy of the designated Moderately Priced Dwelling Units. All Tenant lists, applications and waiting lists relating to the designated Moderately Priced Dwelling Units shall at all times be kept separate and identifiable from any other business of the Owner and shall be maintained as required by the City Manager or his authorized designee in a reasonable condition for proper audit and examination by representatives of the City Manager subject to the provisions of the second sentence of this Section 2.08(d). Owner shall retain copies of all materials obtained or produced with respect to occupancy of the designated Moderately Priced Dwelling Units for a period of at least five (5) years.

(e) On-Site Inspections. Subject to rights of Tenants under their leases and applicable law, the City Manager or his authorized designee shall have the right to perform an on-site inspection of the designated Moderately Priced Dwelling Units not more than two (2) times per calendar year (absent default by Owner) during normal business hours after reasonable (but, in any event, at least three (3) business days') prior written notice to the Owner. Owner shall use commercially reasonable efforts to cooperate in such inspection. Such right of inspection is in addition to, and not in-lieu of, any other right or obligation to inspect Moderately Priced Dwelling Units granted to the City Manager or his staff under the Rockville City Code or other applicable laws or regulations.

Section 2.09. Lease Provisions. Owner covenants and agrees that all lease agreements for MPDUs shall comply with all requirements of this Agreement and 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 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 Owner or its agent, and all related amenity fees charged to Tenants must be equal to or less than the rates normally charged by the Owner; 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.

Section 2.10. Non-Discrimination.

(a) Owner shall not, in the selection of Tenants, in the provision of services to such Tenants, or in any other manner related to such 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. Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.

(b) Owner shall not discriminate against prospective tenants of MPDUs on the basis that they receive or are eligible to receive housing assistance under any federal, state, or local housing assistance program and shall not discriminate against or deny occupancy to any Tenant or prospective tenant of MPDUs by reason that the Tenant or prospective tenant has a minor child or children who will be residing with them.

Section 2.11. Intentionally Omitted.

Section 2.12. Condominium Conversion. Owner hereby covenants and agrees that, if at any time prior to the end of the MPDU Compliance Control Period the Twinbrook Place Apartments is converted to a condominium, the Moderately Priced Dwelling Units shall continue to be leased as rental units, subject to the terms and conditions of this Agreement, for the remainder of the MPDU Compliance Control Period. Upon the establishment of a condominium regime, the term Twinbrook Place Real Property shall, for all purposes, be modified and apply solely to that condominium unit(s) that contains all of the Twinbrook Place Apartments.

Section 2.13. Property Condition. Owner covenants and agrees that all Moderately Priced Dwelling Units shall comply with all applicable local, state, and federal laws, statutes, ordinances, and regulations necessary to permit occupancy of the Moderately Priced Dwelling Units. Subject to the provisions of this Agreement, applicable law and rights of Tenants under their leases, the Owner also covenants and agrees to perform or cause to be performed normal and routine maintenance and repair on the Moderately Priced Dwelling Units during the MPDU Compliance Control Period and to make the Moderately Priced Dwelling Units habitable and available to a new tenant after any vacancy occurs. The Owner agrees to maintain the MPDUs in the Twinbrook Place Apartments in compliance with the Rockville City Code and the Housing Quality Standards of the Housing Choice Voucher Program so as to provide housing that is safe and sanitary for its tenants.

Section 2.14. Covenants to Run with the Land. Subject to the MPDU Restrictive Covenants, the Mayor and Council and the Owner hereby declare their express intent that the

covenants and restrictions set forth in this Article II shall run with the land and shall bind all successors in title to Twinbrook Place Real Property during the MPDU Compliance Control Period; provided however, that notwithstanding anything to the contrary herein and in the MPDU Restrictive Covenants, upon the expiration of the MPDU Compliance Control Period, this Agreement and the MPDU Restrictive Covenants shall automatically expire without the need for any further action by or on behalf of any Party or any other person or entity; provided further, however, that, upon the written request of Owner, the City Manager shall execute and deliver to Owner for recording an instrument evidencing the termination of this Agreement and the release and termination of the MPDU Restrictive Covenants. Each and every contract, deed or other instrument hereafter executed covering or conveying Twinbrook Place Real Property or any portion thereof during the MPDU Compliance Control Period, shall be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions of this Agreement and the MPDU Restrictive Covenants, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the Mayor and Council expressly releases such conveyed Property (or a portion thereof) from the requirements of this Agreement or such contract, deed or other instrument is executed after the expiration of the MPDU Compliance Control Period.

Section 2.15. MPDU Restrictive Covenants. Owner hereby covenants and agrees to record in the Land Records the MPDU Restrictive Covenants.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE OWNER

The Owner hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Agreement not to be true, Owner shall promptly give written notice of such fact or condition to the City Manager or his authorized designee, and (iii) acknowledges that the Mayor and Council shall rely upon Owner's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council:

Section 3.01. Organization. Owner is duly organized, validly existing and in good standing under the laws of the State of Maryland, is duly qualified to do business under the laws of the State of Maryland and has the power and authority to own Twinbrook Place Real Property and carry on its business as now being conducted.

Section 3.02. Authority of the Owner. The Owner has full power and authority to execute and deliver this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

Section 3.03. Authority of Persons Executing Documents. This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Owner, and all actions required under the Owner's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

Section 3.04. Valid Binding Agreements. This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed, and delivered constitute, legal, valid, and binding obligations of the Owner, enforceable against Owner in accordance with their respective terms, subject to laws affecting creditors rights and principles of equity.

Section 3.05. No Breach of Law or Agreement. To the Owner's knowledge, neither the execution nor delivery of this Agreement or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Owner, or any provision of the organizational documents of the Owner, or will materially conflict with or constitute a material breach of or a material default under any agreement to which the Owner is a party, or will result in the creation or imposition of any lien upon assets or property of Owner.

Section 3.06. Pending Proceedings. To the Owner's knowledge, the Owner is not in default in any material respect under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Owner, threatened against or affecting the Owner or the Twinbrook Place Apartments, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the Owner, materially affect the Owner's obligations under this Agreement.

Section 3.07. Title to Land. At the time of recordation of the MPDU Restrictive Covenants, the Owner shall have good and marketable fee title to Twinbrook Place Real Property, subject to any ground leases, mortgages, deeds of trusts, easements, rights of way, and other encumbrances, none of which to the Owner's knowledge interferes with the use and intended use of Twinbrook Place Real Property or the MPDU Restrictive Covenants.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Owner and Mayor and Council shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified or mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

To the Mayor and Council: Mayor and Council of Rockville
c/o Office of the City Clerk / Director of Council
Operations
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Clerk / Director of Council Operations

With copies to:

Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Attorney

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Manager

Department of Housing and Community Development
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Director

To the Owner:
To the Site Plan Applicant: Twinard Limited Partnership
c/o Uniwest Development LLC
8191 Strawberry Lane, Suite 3
Falls Church, Virginia 22042
Attn: Michael Collier

With copies to:

Lerch Early & Brewer Chtd.
7600 Wisconsin Avenue, Suite 700
Bethesda, Maryland 20814
Attn: Patricia Harris, Esq.

PNC Bank, National Association
Fox Tower
805 SW Broadway, Suite 2200
Portland, Oregon 97205-3339
Building Code: YFTP

Holland & Knight LLP
10 St. James Avenue, 11th Floor
Boston, MA 02116
Attn: Kristen M. Cassetta, Esq.

Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the third (3rd) business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing. As used herein, “business day” means a day other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.

Section 4.02. Relationship of Parties. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to this Agreement.

Section 4.03. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.

Section 4.04. Indemnification. The Owner shall indemnify, defend and hold the Mayor and Council and its respective officers, employees, agents, successors and assigns harmless from and against: (a) any and all claims, liabilities and losses whatsoever (together with any expenses related thereto, including but not limited to, damages, court costs and reasonable attorneys’ fees) occurring to or resulting from any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the Owner’s performance of this Agreement, (b) any and all claims, liabilities and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Owner’s performance of this Agreement (including, without limitation, as successor in interest to Applicant), including but not limited to any such claims, liabilities or losses which occur on or adjacent to Twinbrook Place Real Property, and (c) such claims, liabilities, or losses which arise out of the renovation, construction and operation of Twinbrook Place Real Property by the Owner or its agents (including, without limitation, its property managers). “Owner’s performance”

includes Owner's action or inaction and the action or inaction of Owner's officers, employees, agents, contractors, and subcontractors. This indemnification and hold harmless obligation shall not extend to any claim arising solely out of the gross negligence or willful misconduct of the Mayor and Council and its respective employees and agents. The provision of this Section 4.04 shall survive the expiration of the MPDU Compliance Control Period.

Section 4.05. Non-Liability of Officials, Employees and Agents. No member of the Mayor and Council or any of its respective officers, employees, successors or agents shall be personally liable to the Owner in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Owner or its respective successors or assigns or on any obligation under the terms of this Agreement.

Section 4.06. No Third-Party Beneficiaries. No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

Section 4.07. Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and shall bind Owner and its successors and assigns for the entire MPDU Compliance Control Period, and the benefit hereof shall inure to the benefit of the Mayor and Council and its successors and assigns.

Section 4.08. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.

Section 4.09. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland. The Parties consent to the jurisdiction and venue of the Circuit Court for Montgomery County, Maryland.

Section 4.10. Liability of the Mayor and Council. Subject to the provision of Section 4.16 below, the Mayor and Council, by the acceptance and performance of this Agreement does not assume any liability (other than to the Owner pursuant to the terms hereof), and the Owner hereby releases the Mayor and Council and any of its individual agents or employees from any such liability, or claim made by the Owner upon the Mayor and Council or such employees or agents for or on account of any matter or thing except in the event of any liability or claim arising solely out of the gross

negligence or willful misconduct of the Mayor and Council and its respective employees and agents.

Section 4.11. Exhibits. All Exhibits referred to in this Agreement are by such references fully incorporated herein.

Section 4.12. Entire Agreement, Waivers, Amendments and Conflict with MPDU Restrictive Covenants. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to the Rockville Affordable Housing Contribution Requirement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be bound, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties. Notwithstanding anything to the contrary in this Agreement, in the event of conflict between the provisions of this Agreement and the MPDU Restrictive Covenants, the provisions of this Agreement shall control.

Section 4.13. Time of the Essence. Time is of the essence in the performance of this Agreement.

Section 4.14. Language Construction. The language of each and all paragraphs, terms and/or provisions of this Agreement, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

Section 4.15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be original, and such counterparts shall constitute one and the same instrument.

Section 4.16. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by the Mayor and Council pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the City of Rockville's elected and appointed officials, officers, and employees.

Section 4.17. Violation. Any breach, default, or violation of or under this Agreement by the Owner that is not cured within a reasonable period of time after written notice by the City Manager shall also be considered a violation of the MPDU Ordinance.

(Signature pages to follow)

IN WITNESS WHEREOF, the Mayor and Council and the Owner have each executed, or caused to be duly executed, this Moderately Priced Dwelling Units Program Agreement – For Rental Units under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

MAYOR AND COUNCIL

Approved as to form:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a body corporate and municipal
corporation of the State of Maryland

Cynthia Walters, Acting City Attorney

By: _____
Jeff Mihelich, City Manager

ATTEST

By: _____
Sara Taylor-Ferrell, City Clerk / Director of
Council Operations

OWNER

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: _____

SITE PLAN APPLICANT

UNIWEST DEVELOPMENT, LLC, a Virginia limited liability company.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this the ____ day of _____ 2026, before me, personally appeared Norman R. Pozez, who acknowledged himself to be the Manager of Uniwest Development LLC, a Virginia limited liability company named as the Site Plan Applicant in the above instrument, and that he, as Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Uniwest Development LLC.

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

NOTARY PUBLIC

My Commission Expires: _____

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)

Exhibit B
FORM OF MPDU RESTRICTIVE COVENANTS

(See Attached)

(End of Exhibit “B”)

EXHIBIT B

Tax Identification Numbers: 04-03865584

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)

Exhibit C
CITY OF ROCKVILLE RENTER’S AGREEMENT FORM

(See Attached)
(End of Exhibit “C”)



Department of Housing and Community Development

RENTER'S AGREEMENT

Moderately Priced Dwelling Units Program (MPDU)

Instructions: Renters must complete Section 1 and affix their signature(s) in Section 4. Leasing Agent must complete Sections 2 and 3.

1. RENTER(S)

Name

Present Address

Name

Present Address (if different)

2. LEASING AGENT

Name

Name of Complex

2a. \$ _____
Total Annual Household Income

2b. Total Household Size

3. MODERATELY PRICED DWELLING UNIT ADDRESS

Address

Number of Bedrooms

Number of Baths

Effective Date of Lease

Apartment Number

Monthly Rent

4. I/We, the undersigned, as the renter(s) ("Renter") of the Moderately Priced Dwelling Unit ("MPDU") identified above, do hereby certify that:

- a) I do not currently own and have not owned residential property within the last five (5) years.
- b) The MPDU is being rented as my primary place of residence. I am aware of and understand that Chapter 13.5, as amended, prohibits me from subleasing the MPDU to another tenant unless otherwise permitted in writing by the Department of Housing and Community Development (HCD);
- c) The household size and total household income reported in Sections 2a and 2b above are correct and true; and
- d) On the anniversary date of lease signing, I understand that I will be required to recertify my income and household size to ensure that I am within the acceptable income limits for my household size. If my income exceeds the limits for MPDUs, I acknowledge that I must vacate the MPDU within 180 days of being notified that my income exceeds the MPDU limits.

SEAL _____
Renter's Signature Date

SEAL _____
Renter's Signature Date

For all purposes of interpretation of this Agreement, the singular shall include the plural and the plural shall include the singular.

Leasing Agent - Please send a copy to the MPDU Office.



Exhibit D

CITY OF ROCKVILLE MPDU INCOME CERTIFICATION FORM

INCOME CERTIFICATION

Subject to the terms of this Agreement, the Owner or its designated agent shall obtain from each Tenant leasing a Moderately Priced Dwelling Unit in the Twinbrook Place Apartments information regarding annual income in order to ensure that the Tenant meets the income eligibility criteria for the Moderately Priced Dwelling Unit. The Tenant must continue to meet these criteria in order to continue to lease the Moderately Priced Dwelling Unit. The Tenant's income must be certified annually at the beginning of each lease year.

The attached form is to be used for the initial certification of income and each annual recertification. Subject to applicable law, third party verification of income is required and copies of Federal and State income tax returns, W-2 forms, pay stubs or statements from employers may be requested. The certification form must be notarized.

Subject to the terms of this Agreement, the Owner or its designated agent shall maintain on file for the Department of Housing and Community Development the initial income certification for each Moderately Priced Dwelling Unit and the annual recertification that establishes continuing eligibility of each Tenant to lease the Moderately Priced Dwelling Unit.

Exhibit D
CITY OF ROCKVILLE MPDU INCOME CERTIFICATION FORM

Property Name: _____

Unit Number: _____

NEW: CERTIFICATION: _____ OR RECERTIFICATION: _____
DATE LAST CERTIFIED: _____

Part I – Occupancy

	Household Member Name	Relationship To Head of Household	Age	Full-Time Student (Yes or No)
1				
2				
3				
4				
5				
6				
7				

Part II – Income

It is the responsibility of the individual or household to demonstrate eligibility under the requirements of the City of Rockville’s MPDU program. In order to verify that an individual or household satisfies these requirements, the City of Rockville Department of Housing and Community Development requires the property owner to obtain third party verification of income. Such documentation includes, but is not limited to, copies of Federal and State income tax returns, W-2 forms, pay stubs, and statements from employers.

Income includes, but is not necessarily limited to, the following sources. Please check “yes” or “no” to indicate all sources of income for all household members.

- | | | |
|--------------------------|--------------------------|--|
| Yes | No | |
| ☐ | ☐ | 1. Wages and salary, gross amounts (full and part-time employment) |
| ☐ | ☐ | 2. Child support |
| ☐ | ☐ | 3. Alimony |
| ☐ | ☐ | 4. Interest on assets (interest-bearing checking accounts, savings accounts, certificates of deposit, etc.) (Documentation is necessary when combined balances are over \$5,000) |
| ☐ | ☐ | 5. Dividends from stocks, bonds |
| ☐ | ☐ | 6. Social Security income |
| ☐ | ☐ | 7. Veterans benefits |
| ☐ | ☐ | 8. Overtime, commissions, tips and bonus payments |
| ☐ | ☐ | 9. Unemployment insurance |

Exhibit D

CITY OF ROCKVILLE MPDU INCOME CERTIFICATION FORM

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | 10. Pension and retirement payments |
| ☐ | ☐ | 11. Disability payments |
| ☐ | ☐ | 12. Any other annuities or stipends received |
| ☐ | ☐ | 13. Income from real estate investments |
| ☐ | ☐ | 14. Income from a business or partnership owned or operated by a household member |
| ☐ | ☐ | 15. Regular gifts or contributions from persons not members of the household |
| ☐ | ☐ | 16. Net income from business operations |
| ☐ | ☐ | 17. Public assistance |
| ☐ | ☐ | 18. Other Income: _____ |

Please list the annual amount of all items checked “yes”:

Household Member	Employment income	Social Security or pensions	Income from assets	Other
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Totals	\$	\$	\$	\$

Total Anticipated Annual Household Income: \$ _____

TENANT CERTIFICATIONS:

I/We, the undersigned, certify that information provided on this form is to be used to determine occupancy eligibility and maximum income for eligibility of the Moderately Priced Dwelling Unit that will be, or currently is, leased to I/We the undersigned.

I/We certify that the statements above are true and complete to the best of my/our knowledge and belief and are given under the penalty of perjury.

Signature of each household member 18 and over

Date: _____

Signature of each household member 18 and over

Date: _____

Signature of each household member 18 and over

Date: _____

Exhibit D

CITY OF ROCKVILLE MPDU INCOME CERTIFICATION FORM

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of _____, 20__, the foregoing instrument was acknowledged before me by:

_____.

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

NOTARY PUBLIC

My Commission Expires: _____

Serial Number: _____

(End of Exhibit “D”)

Exhibit E
CITY OF ROCKVILLE MPDU ANNUAL RENTAL OCCUPANCY AFFIDAVIT FORM

I/We _____ hereby certify that:

(insert name or names of lessees)

1. I/We rent the Moderately Priced Dwelling Unit located at

(insert complete address of the MPDU, including apartment number)

2. I/We occupy the Moderately Priced Dwelling Unit as my/our domicile, and

3. I/We have occupied the Income-Restricted Unit on this basis continuously since
_____, 20__.

By: _____
(Signature of lessee and date) (type or print name)

By: _____
(Signature of lessee and date) (type or print name)

By: _____
(Signature of lessee and date) (type or print name)

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of _____, 20__, the foregoing instrument was acknowledged before me by:
_____.

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

NOTARY PUBLIC

My Commission Expires: _____

Serial Number: _____

(End of Exhibit “E”)

CITY OF ROCKVILLE MPDU OCCUPANCY REPORT FORM

Date of Occupancy Report: _____, 20__ Period Ending: _____

[illegible]

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