

MCPB Item No. Date: 11-03-16

# Cabin Branch Toll Brothers I: Consent Site Plan Amendment 82007014A

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Completed: 10/21/16

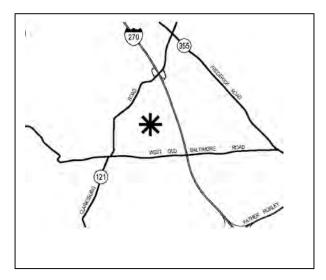
#### **Description:**

## Toll Brothers Phase I of the Cabin Branch Neighborhood

Application to satisfy condition 9 of site plan No. 820070140 to review the final design for the Dovekie Lawn and Seneca Ellipse, and to adjust lot lines, relocate one MPDU, and minor changes to grading; Located in the Cabin Branch Neighborhood, on the north side of West Old Baltimore Road, along Broadway Avenue, 80.73 acres; MXPD and RMX-1/TDR zones, 1994 Clarksburg Master Plan.

#### Recommendation: Approval with conditions

Applicant: Toll MDX Limited Partnership Submittal Date Site Plan Amendment: March 5, 2014 Review Basis: Chapter 59-D-3.7



Summary

- The Planning Board previously approved Site Plan 820070140 on April 18, 2013 without complete review of the final design for the Dovekie Lawn or the Seneca Ellipse amenity areas.
- Conditions 9b and 9c of the original approval requires a Site Plan amendment application to address final review of the site design related issues for Dovekie Lawn and Seneca Ellipse, prior to recording the plat. This application meets this requirement.
- Minor grading changes are required to implement the new amenity space design.
- DHCA has approved the requested modification to the location of an MPDU unit.
- Staff has not received any community opposition to this application.

## SECTION 1 – STAFF RECMMENDATIONS AND CONDITIONS

Staff recommends approval with conditions of Site Plan Amendment No. 82007014A. All site development elements shown on the latest electronic version as of the date of this Staff Report submitted via ePlans to the M-NCPPC are required except as modified by the conditions. All previous conditions of approval remain valid and in full force except as modified by the following conditions.

## **Density & Housing**

## 13. Moderately Priced Dwelling Units (MPDUs)

c) The Planning Board accepts the recommendations of Department of Housing and Community Affairs (DHCA) in its letter dated May 6, 2014, and hereby incorporates them as conditions of the Site Plan approval. The Applicant must comply with each of the recommendations as set forth in the letter, which DHCA may amend provided that the amendments do not conflict with other conditions of the Site Plan approval.

#### **Development Program**

17. Surety

- f) Prior to issuance of any building permit or Sediment Control Permit for the relevant phase of development for the Dovekie Lawn or Seneca Ellipse, the Applicant must enter into a Site Plan Surety and Maintenance Agreement with the Planning Board in a form approved by the M-NCPPC Office of General Counsel that outlines the responsibilities of the Applicant. The Agreement must include a performance bond(s) or other form of surety in accordance with Section 59.7.3.4.K.4 of the Montgomery County Zoning Ordinance, with the following provisions:
  - *i.* A cost estimate of the materials and facilities reviewed as part of this Site Plan Amendment, which, upon Staff approval, will establish the surety amount.
  - *ii.* The cost estimate must include applicable Site Plan elements, including, but not limited to plant material, on-site lighting, recreational facilities, site furniture, mailbox pad sites, trash enclosures, retaining walls, fences, railings, paths and any other associated improvements associated with the Dovekie Lawn and Seneca Ellipse. The surety must be posted before issuance of the any building permit within each relevant phase of development.
  - *iii.* The bond or surety must be tied to the development program, and completion of all improvements covered by the surety for each phase of development will be followed by inspection and potential reduction of the surety.
  - *iv.* The bond or surety for each phase shall be clearly described within the Site Plan Surety & Maintenance Agreement including all relevant conditions and specific CSP sheets depicting the limits of each block/phase.

#### **Certified Site Plan: General Requirements**

- 21. The Applicant must make the following revisions and/or provide the following information to Staff for review and approval prior to approval of the certified Site Plan:
  - g) Before approval of the Certified Site Plan for Site Plan Amendment No. 82007014A, the following revisions must be made and/or information provided subject to Staff review and approval:
    - *i.* Include the development program, and Site Plan resolution on the approval or cover sheet(s).

- *ii.* Add a note to the Site Plan stating that "M-NCPPC Staff must inspect all tree-save areas and protection devices before clearing and grading."
- *iii.* Add a note stating that "Minor modifications to the limits of disturbance shown on the Site Plan within the public right-of-way for utility connections may be done during the review of the right-of-way permit drawings by the Department of Permitting Services."
- *iv.* Ensure consistency of all details and layout between Site and Landscape plans.

## Landscape and Lighting Design

#### 24. Landscaping

c) The Applicant must install landscaping in the quantities, locations and species types as shown on the Landscape Plan sheets of the certified Site Plan for the Seneca Ellipse and Dovekie Lawn.

## 26. Lighting

g) Prior to issuance of any building permit for an above-grade structures/feature the Seneca Ellipse and Dovekie Lawn, the Applicant must provide certification to Staff from a qualified professional that the exterior lighting in this Site Plan conforms to the latest Illuminating Engineering Society of North America (IESNA) recommendations (Model Lighting Ordinance-MLO: June 15, 2011, or as superseded) for a development of this type. All onsite exterior area lighting must be in accordance with the latest IESNA outdoor lighting recommendations (Model Lighting Ordinance-MLO: June 15, 2011, or as superseded).

#### **SECTION 2 – SITE LOCATION AND DECRIPTION**

## Site Vicinity

The entire Cabin Branch Neighborhood is comprised of 535.04 acres located on the west side of I-270 immediately north of Black Hills Regional Park ("Cabin Branch"). The Toll Brother Phase 1 development is the subject property of this Site Plan amendment, and is one of several Site Plans within Cabin Branch. The site is approximately 80.73 acres located in the southern region of the overall Cabin Branch Neighborhood (Figure 1). Public facilities such as site amenities and infrastructure are shared between the different Site Plans within the Cabin Branch Neighborhood and the Toll Brother Phase 1 development includes multiple open spaces including the Dovekie Lawn and the Seneca Ellipse.



Figure 1 – Cabin Branch Vicinity

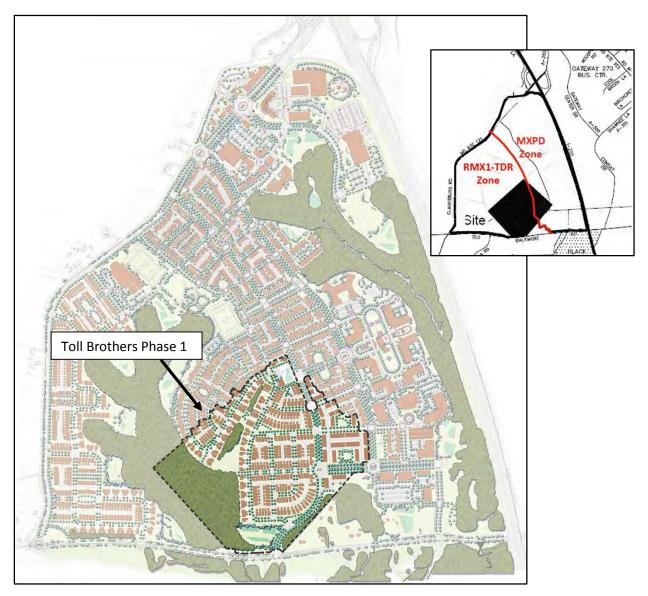


Figure 2 – Toll Brothers Phase 1

# Existing Site Conditions

Currently, multiple sections of the greater Cabin Branch Neighborhood are under construction. The basic infrastructure has been installed for the majority of Cabin Branch, and the development of residential dwellings, and the Premium Outlets has commenced. Within Toll Brothers, Phase 1, grading has begun and construction of Broadway Avenue, the primary north/south roadway is nearly complete. Cabin Branch is split zoned between the RMX1-TDR and the MXPD zones, with the majority of the Toll 1 site within the RMX1-TDR zone (Figure 2).

#### **SECTION 3 – PROJECT DESCRIPTION**

#### **Previous Approvals**

#### <u>LMA G-806</u>

Local Map Amendment G-806 was approved by opinion dated 9/9/203 to approve the rezoning of the eastern 283.5 acre portion of the Cabin Branch Neighborhood to MXPD, and approved a total development across the total 535 acres which included up to 1,886 dwellings, 500 senior housing units, and 2,420,000 sq. ft. of commercial uses.

#### 120031100 and 12003110A

Approved by opinion dated 6/22/2004 the adequate public facility allocation and infrastructure improvements for the first 1,600 dwelling units, the 500 senior housing units, and the first 1,538,000 sq. ft. of commercial units in Cabin Branch.

#### <u>12003110B</u>

Approved by opinion dated 10/6/2008 the remaining dwelling units and commercial square footage for the final total of 1,866 dwellings and 2,420,000 square feet of commercial spaces in Cabin Branch.

## <u>820050150, and amendments A – C</u>

First approved on 9/19/2007 and most recently amended on 11/27/2012, this is the infrastructure Site Plan approving the final water quality plan, setting the phasing for the road improvements, creating a framework for stormwater management, and clarifying the dedication of park and school sites for future facilities.

## <u>820070140 – Toll 1, Cabin Branch</u>

The first Site Plan for the subject property, Toll 1, Cabin Branch, was approved by resolution on May 2, 2013 to construct 436 dwelling units (240 single-family detached units, 68 single-family attached units, 128 multi-family units) including 62 MPDU's and using 161 TDRs. The resolution included condition 9 requiring subsequent Site Plan amendments to resolve site details for the Community Center, Pool and Community Green, the Devokie Lawn and the Seneca Ellipse.

#### 82007014B – Toll 1, Cabin Branch

Site Plan amendment B for Toll 1, Cabin Branch was submitted at the same time as Site Plan Amendment A, however it proceeded to the Planning Board first, and was approved by resolution dated March 29, 2016 to satisfy the requirements of Condition 9a, requiring final site design of the Community Center, Pool and Community Green.

#### **Current Amendment**

## 82007014A – Toll 1, Cabin Branch

The current Site Plan Amendment, No. 82007014A – Toll 1, Cabin Branch ("Amendment"), was submitted on March 5, 2014 to satisify conditions 9b and 9c of the original Site Plan approval requiring final design of the Dovekie Lawn and the Seneca Ellipse. The Amendment also includes minor adjustments to certain lot lines to keep private alley parcels from terminating on public streets, the relocation of one MPDU unit in coordination with the Department of Housing and Community Affairs, and grading adjustments on certain lots adjacent to the Dovekie Lawn and Seneca Ellipse to complement their final designs.

## Condition 9b. Dovekie Lawn

Condition 9b of the original Site Plan required the following elements be addressed prior to recordation of plats:

- i. Relocate the ensemble of Multi-age Play Equipment shown within Dovekie Lawn (Block T) to the Seneca Ellipse (Block AL).
- ii. Provide five single pieces of play structures for Block T, Parcel 8, or Parcel E,: select from Kompan Galaxy Solitaries Series such as Spica, Spica Junior, Moments, Vega, Orbits, Argo, Stellanova, Starsurfer to allow 5 activities such as jumping, spinning, gathering, balancing, and rocking. Install the equipment within a mulch cover, marking the area edges with ground planting;
- iii. provide two benches and a decorative lighting fixture at the northeast corner of Parcel 8. Provide two backed benches facing Dovekie Lawn in front of Units 49, 50.

The Amendment has redesigned the Dovekie Lawn to address the three requirements within condition 9b. The main ensemble of multi-age play equipment was removed from the space, and in its place are five stand-alone pieces of play equipment located on the northern side of the pedestrian path. These five pieces of equipment are designed for younger children and satisfy the requirement of a tot-lot in the recreation guidelines. The equipment to be installed will be consistent with the package of equipment approved with the original plan. The Amendment also provides the required additional pair of benches in front of lots 49 and 50.

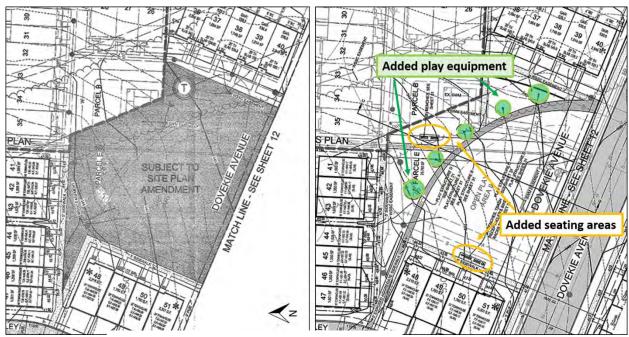


Figure 3 – Dovekie Lawn Before --- And After

# Condition 9c. Seneca Ellipse

Condition 9c of the original Site Plan required the following be addressed prior to recordation of plats:

i. Provide an elliptical area for Multi-age Play within the upper portion of the Seneca Ellipse to accommodate 10 activities. The play equipment may be installed across the upper portion of the Ellipse within separated islands to allow siting for footings that accommodate the underground stormwater management facility. Provide a multi-element ensemble, Kompan Galaxy Series

(either Kuma, Adara, Altair) supplemented by pieces such as Orbits as needed to provide for activities. Utilize M-NCPPC Parks Department installation standards.

The Amendment for the Seneca Ellipse provides for a multi-age playground, broken into two separate clusters of playground equipment, both located in the upper portion of the ellipse, as allowed for in condition 9c. The equipment to be installed is consistent with the specifications on the approved Site Plan. The Amendment also provides a new pedestrian circulation that goes around the play areas and stormwater facility, and sitting areas around the pedestrian walk.

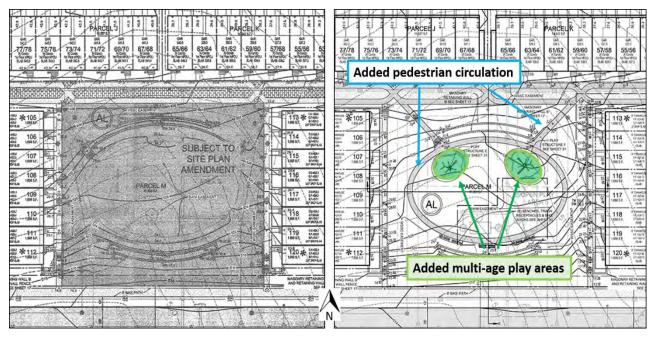


Figure 4 – Seneca Ellipse Before --- And After

# Changes to MPDUs, Lot Lines and Grading

The Amendment also proposes minor modifications to the location of an MPDU unit, the location of lot lines and the modification of grading on private lots that surround the open spaces. The MPDU location modification is a request by the Applicant to move the MPDU identified as unit 81 on the Site Plan and to relocate it to unit 1, located on Dovekie Avenue between the Seneca Ellipse and the Dovekie Lawn (Figure 5). Most of the units located in this portion of the site are two over two dwellings, with lower level MPDU dwellings and upper level market-rate units. Changing the location of the MPDU is not changing the size or location of the building, and has been reviewed and approved by the DHCA. The lot line modifications are reflecting adjustments that were already made on the record plats for the site, and involve moving private alleys off of private lots and onto HOA maintained parcels. The changes in grading only impact the land in, and immediately around, the Dovekie Lawn and Seneca Ellipse to better tie in the final designs to the approved grading.

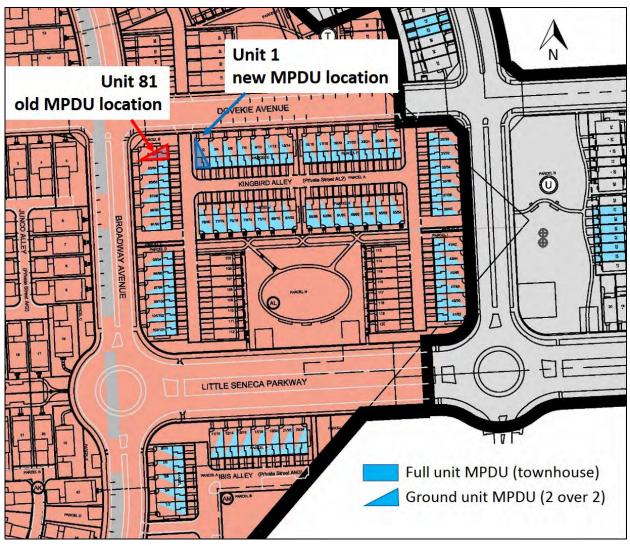


Figure 5 – MPDU relocation

#### **SECTION 4 – ANALYSIS AND FINDINGS**

All previous findings from Site Plan No. 820070140 remain valid, except as modified by the following findings below.

# **3.** The locations of the buildings and structures, the open spaces, landscaping, recreation facilities, and pedestrian and vehicular circulation systems are adequate, safe, and efficient.

#### a. Buildings and Structures

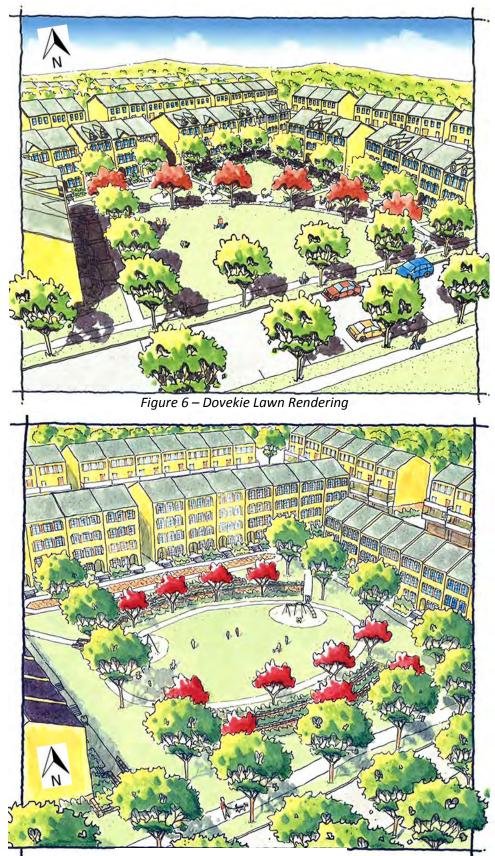
Staff finds that the location of the buildings and structures are consistent with the intent of the previous approval. The change in location of the MPDU unit from lot 81 to lot 1 does not involve any physical changes to the location or exterior design of the approved structures.

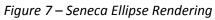
#### b. Open Spaces

The location of open spaces and the facilities within them are safe, adequate and efficient as found by the original Site Plan approval. The original Site Plan approval condition 9 requires an Amendment(s) to be completed for three different community spaces to refine their design and programing. Specifically, conditions 9b and 9c are to refine the site design for the Dovekie Lawn and the Seneca Ellipse open space areas. The location and space allocated for the two facilities has not changed, however the design and programming has been updated. The new design of these spaces creates distinct settings for community gathering in centralized and well active spaces and the placement of the improvements within these open spaces is appropriate given the scale of the space and the surrounding dwellings. The addition of new walkways, benches and play equipment engage the spaces and satisfy the need for recreational facilities. Staff finds the proposed design of the Dovekie Lawn and Seneca Ellipse satisfies the requirements of condition 9b and 9c.

## c. Landscaping and Lighting

Landscaping and lighting proposed by this Amendment is safe, adequate and efficient. The previous approval did not provide landscaping details for the Dovekie Lawn and Seneca Ellipse. The Dovekie Lawn is proposed as primarily a lawn area, separated into a larger and smaller space by a geometric pedestrian pathway lined with recreation equipment and trees. The trees along this walkway are an appropriate scale to define the path, help divide the lawn into different green rooms while not totally shading out or overpowering the lawn space. There are medium-sized deciduous trees proposed around the periphery of the Dovekie Lawn to provide some shade to the sidewalks without shading out the primary lawn area. The landscaping in the Seneca Ellipse similarly defines the perimeter of the space, and provides shade to the walkways while keeping the primary play areas open and free of obstruction. The terrain around the Ellipse is steep, resulting in numerous terraces located on the north and south side of the space to help take up the grade. Shrubs and perennials are proposed on these terraces to soften the effect and to provide additional visual interest. Lighting for the original Site Plan, including all amenity spaces is to be reviewed through a separate submission per condition 26 and is not reviewed as part of this Amendment.





#### d. Recreation Facilities are adequate, safe and efficient

The recreation amenities in the Dovekie Lawn and Seneca Ellipse are adequate, safe and efficient. This amendment proposed no change to the recreation calculations or type of activities that were previous approved, as the equipment type and location was specified by conditions 9b and 9c were included in the original recreation calculations. The activities in the open spaces provide attractive and safe play areas that are well-proportioned and well-programmed to the density levels of the blocks in which they are contained. For example, The Seneca Ellipse, which serves the higher density of multi-family units that include MPDUs, has both open play areas and two multi-age play equipment areas to engage people of all ages. The Dovekie Lawn also provides play equipment and an open play area; however, the provided play equipment is more suitable to younger children and the design of the space makes for smaller green rooms.



Figure 8 – Location of Dovekie Lawn and Seneca Ellipse (red circles)

# e. Each structure and use is compatible with other uses and other Site Plans and with existing and proposed adjacent development.

The structures and uses as proposed by this Amendment are compatible with other uses and other Site Plans, and with the existing and proposed adjacent development. The location of structures is not changing as a result of this Amendment, therefore, the previous finding remains valid. The location of one MPDU is changing between unit 81 and unit 1 identified on the Site Plan. This portion of the Site Plan is comprised of multiple sticks of two-over-two dwellings, where most of the ground floor units are MPDU's and the upper floor units are

market rate housing. This Application shifts a currently approved MPDU from one ground floor end-unit into a ground floor end-unit of a neighboring stick of houses. The MPDU has nearly identical access to transportation and site amenities and DHCA has approved this request.

#### **SECTION 5 - COMMUNITY OUTREACH**

The Applicant has met all proper signage, and noticing requirements for the submitted Amendment. As of the posting of this Staff Report, Staff has not received any correspondence from members of the community.

# **SECTION 6 - CONCLUSION**

Staff concludes that development of the public facilities and amenities and recreational facilities proposed, are in substantial conformance with the recommendations of the Clarksburg Master Plan, the previous approvals cited in this report, and the Montgomery County Zoning Ordinance.

## ATTACHMENTS

Attachment 1 - Agency Approval - DHCA Attachment 2 – Executed MPDU agreement with DHCA



DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Isiah Leggett County Executive Richard Y. Nelson, Jr. Director

May 6, 2014

Ms. Mary Beth Oquinn M-NCPPC, Area 3 8787 Georgia Avenue Silver Spring, MD 20910

Re: Cabin Branch Toll 1 Site Plan Amendment No. 82007014A

Dear Ms. Oquinn:

The Department of Housing and Community Affairs (DHCA) has reviewed the above Site Plan Amendment application, including the revised MPDU Exhibit. The Amendment is in accordance with DHCA's DRC comments, and DHCA therefore recommends Approval.

Sincerely,

Ling

Lisa S. Schwartz Senior Planning Specialist

cc: Tom Mateya, Toll Brothers Inc. Matthew Wessel, Rodgers Consulting Gary Unterberg, Rodgers Consulting

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#### **Division of Housing**

Moderately PricedHousing DevelopmentLicensing & Registration UnitDwelling Unit& Loan ProgramsLandlord-Tenant Affairs240-777-3666FAX 240-777-3709FAX 240-777-3691FAX 240-777-3691FAX 240-777-3699

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## Subdivision/Complex Name: Cabin Branch, Phases Toll-1 and Toll-2

MONTGOMERY COUNTY, MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS 1401 Rockville Pike, 4th Floor, Rockville, Maryland 20852

# AGREEMENT TO BUILD MODERATELY PRICED DWELLING UNITS FOR A PERMIT OF 20 OR MORE DWELLING UNITS

**THIS AGREEMENT** is by and between <u>NVR, Inc.</u> (**NVR**) and <u>Winchester Homes, Inc.</u> (**Winchester**) (individually, an **Applicant**; collectively the **Applicants**) and MONTGOMERY COUNTY, MARYLAND (**County**).

WHEREAS, the Applicants plan to construct twenty (20) or more dwelling units in the subdivision or development known as <u>Cabin Branch</u>, <u>Phase Toll-1</u>, with a site plan number <u>820070140</u>, and Applicant NVR plans to construct twenty (20) or more dwelling units in the subdivision or development known as <u>Cabin Branch</u>, <u>Phase Toll-2</u>, with a site plan number <u>820100030</u>, both located in <u>Clarksburg</u>, <u>20841</u> in Montgomery County, Maryland (**Property**), and are eligible to receive benefits of the optional bonus density provision afforded by the Zoning Ordinance for Montgomery County, Maryland, Chapter 59, as amended; and

WHEREAS, the provisions of Chapter 25A of the Montgomery County Code, 2014, as amended (Chapter 25A or Code), require that a percentage of the total number of dwelling units in a residential development project containing 20 or more units be moderately priced dwelling units (MPDUs); and

**WHEREAS**, Section 25A-5 of the Code requires, among other things, that a written MPDU Agreement accompany the Applicants' application for a building permit; and

WHEREAS, the County is willing to issue building permits for the construction of the Property under the terms stated in this Agreement and pursuant to the provisions of Chapter 25A provided that the first building permit is issued within three years of the Effective Date (as defined below) of this Agreement; and

WHEREAS, if the first building permit has not been issued pursuant to the provisions of this Agreement within three years of the Effective Date, this Agreement is of no further force or effect, and no building permits may be obtained without entering into a new Agreement.

**NOW, THEREFORE**, the parties hereto agree that this Agreement is not contractual but is an administrative document for the purpose of meeting the requirements of Section 25A-5 of the Code, assisting the County's Department of Housing and Community Affairs in administering the requirements of Chapter 25A and ensuring the Applicants' compliance with the requirements of

#### Chapter 25A:

1. Applicants agree to construct 604 total dwelling units on the Property, including 76 MPDUs (12.5% of the total dwelling units, rounded up). Applicant NVR agrees to construct 414 dwelling units, including 63 MPDUs, in Cabin Branch, Phase Toll-1 and 168 dwelling units, including 10 MPDUs, in Cabin Branch, Phase Toll-2 in strict accordance with the construction schedule attached hereto and made a part hereof as **Exhibit A-1**. Applicant Winchester agrees to construct 22 dwelling units, including 3 MPDUs, in Cabin Branch, Phase Toll-1 in strict accordance with the construction schedule attached hereto and made a part hereof as **Exhibit A-2**.

2. All land owned by the Applicants in whole or in part, or which is under contract to the Applicants in Montgomery County, Maryland, which is available for residential building development is shown on the Statement of Land Owned, attached hereto, and made a part hereof as **Exhibit B-1** for Applicant NVR and **Exhibit B-2** for Applicant Winchester.

3. Each Applicant must construct its required MPDUs along with or preceding its market rate dwelling units on the Property, and the County agrees that compliance by that Applicant with its respective construction schedule set forth in **Exhibit A-1** or **Exhibit A-2** shall satisfy the MPDU staging requirement and the provisions of Section 25A-5(i) of the Code with respect to that Applicant's property. The obligations of each Applicant to construct the MPDUs for which it is responsible and otherwise to comply with this Agreement shall be independent from the obligations of the other Applicant to comply with this Agreement. Neither Applicant shall have any liability for the failure of the other Applicant to perform its obligations under this Agreement and no building or occupancy permits for the dwelling units of an Applicant shall be denied, withheld, suspended, or revoked because of the other Applicant's failure to comply with this Agreement. The Applicants agree that, at the request of the Department from time to time, each Applicant will provide a report to the Department, in a form acceptable to the Department, on the progress of the construction of its MPDUs in relation to the construction of its market rate units.

4. The County will issue building permits as requested by the Applicants for the individual units located on the Property and listed in **Exhibit C-1**, attached hereto, and made a part hereof, for Applicant NVR, and **Exhibit C-2**, attached hereto, and made a part hereof, for Applicant Winchester. Each Applicant acknowledges County's authority to suspend or revoke any or all building or occupancy permits issued to that Applicant for this Property, and/or to suspend or deny the issuance of all subsequent permit requests by that Applicant for this subdivision, and/or invoke any other of the enforcement measures authorized by Chapter 25A and the Executive Regulations adopted pursuant thereto, for failure of that Applicant to comply with this Agreement.

5. (a) Applicants must offer MPDUs for sale or rental in accordance with the requirements of Chapter 25A and in accordance with any Executive Regulations promulgated, or as may be promulgated, in the furtherance of Chapter 25A. Each Applicant agrees to offer its MPDUs for sale or rent by completing fully and truthfully the Offering Agreement form provided by the Department.

(b) Each Applicant must, at the time that the first Contract of Sale or Lease Agreement is 2

executed or otherwise agreed to, or entered into, by that Applicant, whether written or oral, or at such other time as may be requested by the County, execute a separate Declaration of Covenants, to run with the land, subjecting its MPDUs to the requirements of Chapter 25A.

(c) At the time the Declarations of Covenants are executed, which shall occur when the MPDUs are first offered for sale or rent, the Declarations of Covenants must contain language as contained in Exhibits D-1 and D-2 (the unexecuted Declaration of Covenants forms) attached hereto, and made a part hereof. The duly recorded two-party Deeds or executed Lease Agreements for all MPDUs must contain specific language, in conspicuous form, subjecting the Property to the Declaration of Covenants, which language shall contain the recordation information for the Declaration of Covenants, including the date of recordation and the Liber and Folio reference. This provision is not to be construed as granting the rental option to those Applicants who are not eligible to rent their MPDUs according to the provisions of Chapter 25A.

(d) The Declaration of Covenants contained in **Exhibit D-1** must be fully executed by Applicant NVR, and the Declaration of Covenants contained in **Exhibit D-2** must be fully executed by Applicant Winchester prior to the time their MPDUs are offered for sale or rent and must contain the necessary jurat for signatures of either individuals or business entities, as the case may be, in such form as may be required to properly record the Declarations of Covenants among the Land Records of Montgomery County, Maryland. Once each Applicant executes its respective Declarations of Covenants, the documents must be returned to the County for approval, execution and recordation by the County among the Land Records.

- 6. Attached hereto and made a part hereof are the following Exhibits:
  - A. Construction Schedules Applicant NVR (Exhibit A-1), and Applicant Winchester (Exhibit A-2);
  - B. Statements of Land Owned for Compliance with the Moderately Priced Housing Law
     Applicant NVR (Exhibit B-1) and attachment (Schedule A-1), and
     Applicant Winchester (Exhibit B-2) and attachment (Schedule A-2);
  - C. Specific Listings of Market Rate Units and MPDUs, including development phase, lot, block, street address, number of bedrooms, tax identification number, and (for multiple-family units) building designation and unit number – Applicant NVR (Exhibit C-1) and Applicant Winchester (Exhibit C-2);
  - D. Declarations of Covenants (sale or rental) Applicant NVR (Exhibit D-1) and Applicant Winchester (Exhibit D-2) (if necessary, and with the County's prior approval, at the time that the Declarations of Covenants are executed by each Applicant, Exhibit 1 to the Declaration of Covenants must contain a revised MPDU list, including but not limited to: address, unit number and tax identification number, if they vary from those provided by the Applicants in Exhibits C-1 or C-2 hereto);
  - E. Certified Site Plan (or approved preliminary plan if no site plan is required) one set reduced to 8<sup>1</sup>/<sub>2</sub>" x 11" and one full-size set (Exhibit E); and
  - F. Floor Plans and Summary Chart for single family dwellings (including townhouses) and piggyback townhouses (two over twos), a floor plan of each MPDU type with dimensions and square footage. For garden and high-rise buildings, a floor plan of

each MPDU type with dimensions and square footage, and a typical floor plan of the building(s) showing locations of MPDUs and market rate units on each floor, with a summary chart of location and bedroom composition of MPDUs and market rate units – Applicant NVR (Exhibit F-1), and Applicant Winchester (Exhibit F-2).

Each Applicant must execute such additional documents as may be necessary or required to effectuate the intent and purpose of this Agreement, Chapter 25A of the Montgomery County Code, 2014, as amended, and all applicable Executive Regulations.

7. Each Applicant, its agents, heirs, assigns or successors, hereby irrevocably assigns to the County all its right, title, interest and obligation to enforce the provisions of the Declarations of Covenants referred to herein during the term the Covenants are in effect; to institute any proceeding at law or in equity for the collection of such sums as may be in excess of those allowed by law; or to enjoin any violation or attempted violation of said Covenants or the provisions of Chapter 25A.

8. Each Applicant must provide a copy of the final Contract of Sale and two-party Deed or Lease Agreement for each MPDU covered by the building permits issued under this Agreement to the County, as well as settlement sheets and such other documents and information as may be required by Executive Regulations.

9. The County shall be entitled to enter upon the Property and/or into the MPDUs for purposes of inspection at all reasonable times to determine the Applicants' compliance with this Agreement.

10. The number, type, location and development phases of the MPDUs to be constructed by Applicants are shown on the certified site plan (or approved preliminary plan if no site plan is required) attached hereto and made a part hereof as **Exhibit E**. By executing this Agreement, Applicants certify that: a) in single-family dwelling unit subdivisions each MPDU must have 3 or more bedrooms; and b) in multiple-family unit subdivisions, the number of efficiency and one-bedroom MPDUs each must not exceed the ratio that market-rate efficiency and one-bedroom units respectively bear to the total number of market-rate units in the subdivision.

11. A waiver by the County of a specific default must be in writing from the County, and shall not be a waiver of any other or subsequent default of similar or different nature.

12. No failure on the part of the County to exercise, and no delay in exercising, any right to remedy permitted by law or pursuant to this Agreement will operate as a waiver thereof.

13. Applicants may make written application to the County for a modification of the construction schedule set forth in **Exhibit A-1** and/or **Exhibit A-2**, describing the basis for such change. Applicant NVR may not depart from the schedule set forth in **Exhibit A-1** without the prior written approval of the County. Failure to meet the MPDU construction deadlines contained in **Exhibit A-1** constitutes a violation by Applicant NVR of this Agreement. Applicant Winchester may not depart from the schedule set forth in **Exhibit A-2** without the prior written <sup>6/2011</sup> approval of the County. Failure to meet the MPDU construction deadlines contained in **Exhibit A-2** constitutes a violation by Applicant Winchester of this Agreement.

14. Any notices sent pursuant to this Agreement must be delivered in writing to:

<u>Montgomery County:</u> Department of Housing and Community Affairs 1401 Rockville Pike, 4<sup>th</sup> Floor Rockville, Maryland 20852 Attn: Jay Greene, Division Chief

With a copy to:

Office of the County Attorney 101 Monroe Street, 3<sup>rd</sup> Floor Rockville, Maryland 20850

Applicants: (please provide contact information)

NVR, Inc. 656 Quince Orchard Road Suite 500 Gaithersburg, MD 20878 Attn: Brian Afnan, Vice President/Director - Land

And

Winchester Homes, Inc. 6905 Rockledge Drive, Suite 800 Bethesda, MD 20817 Attn: Michael Conley, Vice President

15. This Agreement is binding upon the agents, successors, heirs and assigns of the Applicants.

16. The provisions of this Agreement will survive the execution and delivery of any deeds or leases, and shall not merge therein.

17. Applicants agree to abide by and comply with all applicable laws and regulations regarding the subject matter of this Agreement, whether or not such laws or regulations are herein specifically enumerated or referred to and Applicants agree to sign such documents as may be required to effectuate the intent and purpose of this Agreement.

18. The term of this Agreement is three (3) years from the Effective Date, as defined in 5



Paragraph 19, below. Notwithstanding the preceding sentence, so long as each Applicant has obtained the first building permit within the three (3) year term, and so long as the Department determines that each Applicant is in substantial ongoing compliance with its respective Construction Schedule contained in Exhibit A-1 for Applicant NVR and Exhibit A-2 for Applicant Winchester, the Agreement shall remain in effect until the construction completion date contained in said Exhibit. Additionally, the Department shall notify each Applicant in writing of any unacceptable variation or delays from the Construction Schedule identified in Exhibits A-1 or A-2, and each Applicant shall be given an opportunity to correct the deficiency within 90 days (which may include executing an amendment to this Agreement). Should the Department determine that an Applicant has failed to adequately correct the deficiency, this Agreement shall be of no further force or effect for that Applicant.

19. The Effective Date of this Agreement is the date of the signature of the Director of the Department of Housing and Community Affairs, or his authorized designee.

# SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, Applicant NVR has caused these presents to be executed by <u>Brian Afnan</u>, authorized agent on behalf of <u>NVR</u>, Inc., and its corporate seal to be affixed, and does hereby appoint <u>Brian Afnan</u> its true and lawful attorney-in-fact to acknowledge and deliver these presents, and Applicant Winchester has caused these presents to be executed by <u>Michael</u> <u>Conley</u>, authorized agent on behalf of <u>Winchester Homes</u>, Inc., and its corporate seal to be affixed, and does hereby appoint <u>Michael Conley</u> its true and lawful attorney in fact to acknowledge and deliver these presents, and Montgomery County, Maryland has on the day and year written below caused these presents to be signed by Clarence J. Snuggs, Director of the Department of Housing and Community Affairs on behalf of the County, and does hereby appoint the said Clarence J. Snuggs its true and lawful attorney-in-fact to acknowledge and deliver these presents.

# **APPLICANT:**

NVR, Inc. A Virginia Corporation

BY:

Name: Brian Afnan Title: Vice President/Director – Land

STATE OF Manifund	)
	)ss:
COUNTY OF Montgomery	)

**I HEREBY CERTIFY** that on this <u>22</u> day of <u>September</u>, 20<u>16</u>, before me, a Notary Public in and for the aforesaid jurisdiction, personally appeared Brian Afnan, Vice President/Director – Land of NVR, Inc., Applicant, and that he did acknowledge that he executed the foregoing instrument on behalf of NVR, Inc. for the purposes therein contained, and further acknowledged the foregoing instrument to be the act of NVR, Inc.

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

otary Public (Please Bri CYNTHIA L. REYNOLDS My Commission Expires: 5/15/18 Notary Public Washington County Maryland Ay Commission Expires September 18, 2018

## SIGNATURES CONTINUE ON THE FOLLOWING PAGE

**APPLICANT:** Winchester Homes, Inc.

BY ame: Michael Conley

Title: Vice President

STATE OF Maryland COUNTY OF Montgomery

I HEREBY CERTIFY that on this 21 day of 40 400 , 20, before me, a Notary Public in and for the aforesaid jurisdiction, personally appeared Michael Conley, Vice President of Winchester Homes, Inc., Applicant, and that he did acknowledge that he executed the foregoing instrument on behalf of Winchester Homes, Inc. for the purposes therein contained, and further acknowledged the foregoing instrument to be the act of Winchester Homes, Inc.

)ss:

)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. RGO M otary Public (Please Print Name After Signa My Commission Expires:

# SIGNATURES CONTINUE ON THE FOLLOWING PAGE

# MONTGOMERY COUNTY, MARYLAND:

BY:

Clarence J. Snuggs, Director // Department of Housing and Community Affairs

## STATE OF MARYLAND ) )ss: COUNTY OF MONTGOMERY )

**I HEREBY CERTIFY** that on this  $22^{nL}$  day of  $520^{nL}$ , 2016, before me, a Notary Public in and for the aforesaid jurisdiction, personally appeared Clarence J. Snuggs, Director of the Department of Housing and Community Affairs of Montgomery County Maryland, and that he did acknowledge that he executed the foregoing instrument on behalf of Montgomery County, Maryland for the purposes therein contained, and further acknowledged the foregoing instrument to be the act of Montgomery County, Maryland.

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

Notary Public (Please Print Name After Signature)

SILEAP N. SCHMIEDEL My Commission Expires STARY PUBLIC STATE OF MARYLAND My Commission Expires April 23, 2017

STAFF REVIEW BY:

Lisa S. Schwarter, 9/12/2016 Lisa S. Schwarter, Sr. Manning Specialist

Approved as to Form and Legality Office of County Attorney

9) 21/ 6 BY: DATE:

# EXHIBIT A-1 Construction Schedule – NVR, Inc.

In compliance with Chapter 25A of the Montgomery County Code, 2014, as amended, Applicant agrees that its units in Cabin Branch, Phases Toll-1 and Toll-2 will be constructed in accordance with the schedule indicated below. Applicant is aware that this schedule must indicate that the MPDUs shall be constructed along with, or preceding, other dwelling units on the Property and that failure to comply with this schedule may result in suspension or revocation of any building permit, occupancy permit or subdivision plan associated with the project described herein or such other enforcement measure authorized by Chapter 25A of the Montgomery County Code, 2014, as amended. The MPDU staging plan must be consistent with the site plan signature set. The Applicant must sequence the construction of the MPDUs so that the construction of MPDUs reasonably coincides with the construction of the market rate housing. The last building built must not contain only MPDUs.

Development Phase	No. of Market Priced Units	Start <sup>1</sup> .Of Market	Mo. & Yr. Of Constr. Completion <sup>2</sup> Of Market Priced Units	% of Market Priced Units Completed (Cumulative	No, Of MPDUs*	Mo. & Yr. Of Constr Start Of MPDUs	Mo. & Yr. Of Constr. Completion Of MPDUs	% of MPDUs Completed (Cumulative
Toll-1	351	3/2017	3/2020	69%	63	3/2017	3/2020	86%
Toll-2	158	10/2018	10/2020	100%	10	10/2018	10/2020	100%
TOTAL UNITS	509				73			

1. "Construction Start" is defined as the date on which footings are poured for the subject units.

2. "Construction Completion" is defined as the date that final inspections by the Department of Permitting Services are completed.

\*Applicants submitting an MPDU agreement covering less than an entire subdivision must provide the lot and block numbers for the units to be constructed in that phase of the development covered by this agreement. This information should be provided on a separate sheet of paper and attached to the agreement as an appendix.

# <u>EXHIBIT A-2</u> Construction Schedule – Winchester Homes, Inc.

In compliance with Chapter 25A of the Montgomery County Code, 2014, as amended, Applicant agrees that its units in Cabin Branch, Phase Toll-1 will be constructed in accordance with the schedule indicated below. Applicant is aware that this schedule must indicate that the MPDUs shall be constructed along with, or preceding, other dwelling units on the Property and that failure to comply with this schedule may result in suspension or revocation of any building permit, occupancy permit or subdivision plan associated with the project described herein or such other enforcement measure authorized by Chapter 25A of the Montgomery County Code, 2014, as amended. The MPDU staging plan must be consistent with the site plan signature set. The Applicant must sequence the construction of the MPDUs so that the construction of MPDUs reasonably coincides with the construction of the market rate housing. The last building built must not contain only MPDUs.

Development Phase	No. of Market Priced Units	Start <sup>1</sup> Of Market	Mo. & Yr. Of Constr. Completion <sup>2</sup> Of Market Priced Units	Units	No. Of MPDUs*		Mo. & Yr. Of Constr. Completion Of MPDUs	% of MPDUs Completed (Cumulative
Toll-1	19	3/2017	3/2020	100%	3	3/2017	3/2020	100%
TOTAL UNITS	19				3			

1. "Construction Start" is defined as the date on which footings are poured for the subject units.

2. "Construction Completion" is defined as the date that final inspections by the Department of Permitting Services are completed.

\*Applicants submitting an MPDU agreement covering less than an entire subdivision must provide the lot and block numbers for the units to be constructed in that phase of the development covered by this agreement. This information should be provided on a separate sheet of paper and attached to the agreement as an appendix.

# EXHIBIT B-1 Statement of Land Owned for Compliance with the Moderately Priced Housing Law NVR, Inc.

Pursuant to Section 25A-5 (a) and Section 25A-5 (h) of the Montgomery County Code, 2014, as amended, Applicant hereby provides a list\* which is attached hereto as <u>Exhibit B-1</u>, <u>Schedule A-1</u>,\*\* describing all land owned in whole or in part, or which is under contract to, the Applicant, in Montgomery County, Maryland, which is available for residential development, including land owned or controlled by related business entities or by separate corporations in which any stockholder or family of the stockholder owns 10 percent or more of the stock. Applicant, in consideration for the issuance of Building Permit Application for Cabin Branch, Phases Toll-1 and Toll-2 affirms that the said Schedule A-1 includes all property as described above for which:

- 1. A preliminary subdivision plan or development plan has been filed or for which a building permit application has been filed; and
- 2. Public water and sewer will be utilized; and
- 3. The optional zoning provisions of the Moderately Priced Dwelling Unit Law and/or Zoning Ordinance, are applicable, Chapter 25A.

Applicant affirms that the attached Schedule A-1 includes all such property in Montgomery County, Maryland and not solely that property as defined herein as the subject Property which is the subject of this Building Permit Application.

**APPLICANT:** 

Brian Afnan, Vice President/Director – Land NVR, Inc.

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the State of Maryland, County of Montgomery, by Applicant(s) this  $22^{-5}$  day of September ,  $20\sqrt{5}$ .

My Comm. Exp: My Comm. Exp: Motary Public-Maryland Montgomery County My Commission Expires October 19, 2016	ALGOR NOTADY NUMBER OF
	NOTARY PUBLIC

\* For any Building Permit Application subsequent to the initial application subject to these requirements, Applicant need only submit changes to the list of property holdings.

\*\* Schedule A shall contain information stating the owner's name, location and size of parcels, subdivision name, Liber and Folio references of latest deeds and Plat Book references.

# EXHIBIT B-1

# Schedule A-1 Land Holdings in Montgomery County, Maryland\* NVR, Inc.

Owner's Name	Location (intersection, town, and zip code)	Parcel Size	Subdivision Name	Liber and Folio	Plat Ref.
NVR, Inc.	NW of West Old Baltimore Rd and I-270, East of Rt. 121 at West Old Baltimore Rd and I-270	~ 127 acres	Cabin Branch, Phases Toll-1 and Toll-2	L.51061 F.45	n/a

\*list Subject Property first

# EXHIBIT B-2 Statement of Land Owned for Compliance with the Moderately Priced Housing Law Winchester Homes, Inc.

Pursuant to Section 25A-5 (a) and Section 25A-5 (b) of the Montgomery County Code, 2014, as amended, Applicant hereby provides a list\* which is attached hereto as <u>Exhibit B-2</u>, <u>Schedule A-2</u>,\*\* describing all land owned in whole or in part, or which is under contract to, the Applicant, in Montgomery County, Maryland, which is available for residential development, including land owned or controlled by related business entities or by separate corporations in which any stockholder or family of the stockholder owns 10 percent or more of the stock. Applicant, in consideration for the issuance of Building Permit Application for Cabin Branch, Phase Toll-1 affirms that the said Schedule A-2 includes all property as described above for which:

- 1. A preliminary subdivision plan or development plan has been filed or for which a building permit application has been filed; and
- 2. Public water and sewer will be utilized; and
- 3. The optional zoning provisions of the Moderately Priced Dwelling Unit Law and/or Zoning Ordinance, are applicable, Chapter 25A.

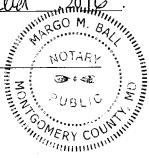
Applicant affirms that the attached Schedule A-2 includes all such property in Montgomery County, Maryland and not solely that property as defined herein as the subject Property which is the subject of this Building Permit Application.

**APPLICANT:** 

Michael Conley, Vice President Winchester Homes, Inc.

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the State of Maryland, County of Montgomery, by Applicant(s) this 2014 day of Leptenlie

My Comm. Exp: 🧴



- \* For any Building Permit Application subsequent to the initial application subject to these requirements, Applicant need only submit changes to the list of property holdings.
- \*\* Schedule A shall contain information stating the owner's name, location and size of parcels, subdivision name, Liber and Folio references of latest deeds and Plat Book references.

# EXHIBIT B-2

# <u>Schedule A-2</u> Land Holdings in Montgomery County, Maryland\* Winchester Homes, Inc.

Owner's	Location (intersection, town, and zip code)	Parcel Size	Subdivision Name	Liber and Folio	Plat Ref.
Name Winchester Homes Inc	Clarksburg Road and I270	45.07	Cabin Branch	L 28928 F 606	<u>-NCI.</u>
Winchester Homes Inc	Clarksburg Road and I270	66.30	Cabin Branch	L 43157 F 424	
Winchester Homes Inc	Clarksburg Road and I270	2.57	Cabin Branch	L 43157 F 424	
Winchester Homes Inc	Clarksburg Road and I270	16.07	Cabin Branch	L 43157 F 424	
Winchester Homes Inc	Clarksburg Road and I270	39.46	Cabin Branch	L 29868 F 561	
Winchester Homes Inc	Clarksburg Road and I270	0.48	Cabin Branch	L 48860 F 442	

\*These Land Holdings constitute all of the land owned by Winchester Homes Inc. in the Cabin Branch project

# <u>EXHIBIT C-1</u> Specific Listing of MPDUs For Cabin Branch Phase Toll -1

# NVR, Inc.

(Identify and list MPDUs first and include additional pages as necessary)

		MPDU	
PHASE	PARCEL/LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS TAX NO.*
<i>T-1</i>	Parcel B/91/AL	22025 BROADWAY AVE	3
<i>T-1</i>	Parcel B/89/AL	22029 BROADWAY AVE	3
<i>T-1</i>	Parcel B/87/AL	22033 BROADWAY AVE	3
<i>T-1</i>	Parcel B/85/AL	22037 BROADWAY AVE	3
<i>T-1</i>	Parcel B/83/AL	22041 BROADWAY AVE	3
<i>T-1</i>	Parcel D/103/AL	22001 BROADWAY AVE	3
<i>T-1</i>	Parcel D/101/AL	22005 BROADWAY AVE	3
<i>T-1</i>	Parcel D/99/AL	22009 BROADWAY AVE	3
<i>T-1</i>	Parcel D/97/AL	22013 BROADWAY AVE	3
<i>T-1</i>	Parcel D/95/AL	22017 BROADWAY AVE	3
<i>T-1</i>	Parcel D/93/AL	22021 BROADWAY AVE	3
<i>T-1</i>	Parcel E/13/AL	13750 DOVEKIE AVE	3
<i>T-1</i>	Parcel E/11/AL	13754 DOVEKIE AVE	3
<i>T-1</i>	Parcel E/9/AL	13758 DOVEKIE AVE	3
<i>T-1</i>	Parcel E/7/AL	13762 DOVEKIE AVE	3
<u>T-1</u>	Parcel E/5/AL	13766 DOVEKIE AVE	3
<u>T-1</u>	Parcel E/3/AL	13770 DOVEKIE AVE	3
T-1	Parcel E/1/AL	13774 DOVEKIE AVE	, , , , , , , , , , , , , , , , , , , ,

		MPDUs		
PHASE	PARCEL/LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS	TAX NO.*
<i>T-1</i>	Parcel D/11/AM	13784 LITTLE SENECA PKWY	3	
<i>T-1</i>	Parcel D/13/AM	13780 LITTLE SENECA PKWY	3	
<i>T-1</i>	Parcel D/15/AM	13776 LITTLE SENECA PKWY	3	
T-1	Parcel D/17/AM	13772 LITTLE SENECA PKWY	3	
<i>T-1</i>	Parcel D/19AM	13768 LITTLE SENECA PKWY	3	
<i>T-1</i>	Parcel D/21/AM	13764 LITTLE SENECA PKWY	3	
<i>T-1</i>	Parcel D/23/AM	13760 LITTLE SENECA PKWY	3	
<u>T-1</u>	Parcel E/1/AM	21911 BROADWAY AVE	3	
	Parcel E/3/AM	21915 BROADWAY AVE	3	
<i>T-1</i>	Parcel E/5/AM	21919 BROADWAY AVE	3	
<i>T-1</i>	Parcel E/7/AM	21923 BROADWAY AVE	3	
<u>T-1</u>	Parcel E/9/AM	21927 BROADWAY AVE	3	
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	MPDU					
PHASE	PARCEL/LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS	TAX NO.*		
<i>T-1</i>	Parcel F/27/AL	13722 DOVEKIE AVE	3			
<i>T-1</i>	· Parcel F/25/AL	13726 DOVEKIE AVE	3			
<i>T-1</i>	Parcel F/23/AL	13730 DOVEKIE AVE	3			
<i>T-1</i>	Parcel F/21/AL	13734 DOVEKIE AVE	3			
T <u>-1</u>	Parcel F/19/AL	13738 DOVEKIE AVE	3			
<i>T-1</i>	Parcel F/17/AL	13742 DOVEKIE AVE	3			
<u>T-1</u>	Parcel F/15/AL	13746 DOVEKIE AVE	3			
<i>T-1</i>	Parcel G/39/AL	22024 CABIN BRANCH AVE	3			
<i>T-1</i>	Parcel G/37/AL	22028 CABIN BRANCH AVE	3			
<i>T-1</i>	Parcel G/35/AL	22032 CABIN BRANCH AVE	3			
<i>T-1</i>	Parcel G/33/AL	22036 CABIN BRANCH AVE	3			
T-1	Parcel G/31/AL	22040 CABIN BRANCH AVE	3 .			
<i>T-1</i>	Parcel G/29/AL	22044 CABIN BRANCH AVE	3			
		· · · · ·				

MPDU					
PHASE	PARCEL/LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS TAX NO.*		
T-1	Parcel I/51/AL	22000 CABIN BRANCH AVE	3		
<i>T-1</i>	Parcel I/49/AL	22004 CABIN BRANCH AVE	3		
<i>T-1</i>	Parcel I/47/AL	22008 CABIN BRANCH AVE	3		
<i>T-1</i>	Parcel I/45/AL	22012 CABIN BRANCH AVE	3		
<i>T-1</i>	Parcel I/43/AL	22016 CABIN BRANCH AVE	3		
<i>T-1</i>	Parcel I/41/AL	22020 CABIN BRANCH AVE	3		
<i>T-1</i>	Parcel J/67/AL	13745 LITTLE SENECA PKWY	3		
<i>T-1</i>	Parcel J/69/AL	13749 LITTLE SENECA PKWY	3		
<i>T-1</i>	Parcel J/71/AL	13753 LITTLE SENECA PKWY	3		
<i>T-1</i>	Parcel J/73/AL	13757 LITTLE SENECA PKWY	3		
<i>T-1</i>	Parcel J/75/AL	13761 LITTLE SENECA PKWY	3		
<i>T-1</i>	Parcel J/77/AL	13765 LITTLE SENECA PKWY	3		
<i>T-1</i>	Parcel J/79/AL	13769 LITTLE SENECA PKWY	3		
			·		

		MPDU		
PHASE	PARCEL/LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS	TAX NO.*
<i>T-1</i>	Parcel K/53/AL	13717 LITTLE SENECA PKWY	3	
<i>T-1</i>	Parcel K/55AL	13721 LITTLE SENECA PKWY	3	
<i>T-1</i>	Parcel K/57/AL	13725 LITTLE SENECA PKWY	3	
<i>T-1</i>	Parcel K/59/AL	13729 LITTLE SENECA PKWY	3	
<i>T-1</i>	Parcel K/61/AL	13733 LITTLE SENECA PKWY	3	
<i>T-1</i>	Parcel K/63/AL	13737 LITTLE SENECA PKWY	3	
T-1	Parcel K/65/AL	13741 LITTLE SENECA PKWY	3	
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# <u>EXHIBIT C-1</u> Specific Listing of MPDUs For Cabin Branch Phase Toll -2

# NVR, Inc.

(Identify and list MPDUs first and include additional pages as necessary)

		MPDUs		
PHASE	LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS	TAX NO.*
<i>T-2</i>	21 / AF	14144 Jaeger Road	3	
	22 / AF	14142 Jaeger Road	3	
<i>T-2</i>	23 / AF	14140 Jaeger Road	3	
T-2	24 / AF	14138 Jaeger Road	3	
<i>T-2</i>	25 / AF	14136 Jaeger Road	3	
<i>T-2</i>	36/ AF	21843 Woodcock Way	3	
<i>T-2</i>	37 / AF	21845 Woodcock Way	3	
T-2	38 / AF	21847 Woodcock Way	3	
T-2	39 / AF	21849 Woodcock Way	3	
<i>T-2</i>	40 / AF	21851 Woodcock Way	3	
· · · ·	-			
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			<u> </u>	

# EXHIBIT C-1 Specific Listing of Market Rate Units For Cabin Branch Phase Toll -1

# NVR, Inc.

(Identify and list MPDUs first and include additional pages as necessary)

	NUMBER OF THE OWNER	STREET ADDRESS	NO. OF BEDROOMS	TAX NO.*
PHASE	PARCEL/LOT/BLOCK	SINELI ADDRESS		
<i>T-1</i>	Parcel D/12/AM	13786 LITTLE SENECA PKWY		
T-1	Parcel D/14/AM	13782 LITTLE SENECA PKWY		
<i>T-1</i>	Parcel D/16/AM	13778 LITTLE SENECA PKWY		
<i>T-1</i>	Parcel D/18/AM	13774 LITTLE SENECA PKWY		
<i>T-1</i>	Parcel D/20/AM	13770 LITTLE SENECA PKWY		
<i>T-1</i>	Parcel D/22/AM	13766 LITTLE SENECA PKWY		
<i>T-1</i>	Parcel D/24/AM	13762 LITTLE SENECA PKWY		
T-1	Parcel E/2/AM	21913 BROADWAY AVE		
<i>T-1</i>	Parcel E/4/AM	21917 BROADWAY AVE		
<i>T-1</i>	Parcel E/6/AM	21921 BROADWAY AVE		
<i>T-1</i>	Parcel E/8/AM	21925 BROADWAY AVE		
<i>T-1</i>	Parcel E/10/AM	21929 BROADWAY AVE		

	F	or Single Family Attached and Detached Uni	And a second	er en sen de la compañía de la comp
PHASE	PARCEL/LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS	TAX NO.*
T-1	Parcel B/92/AL	22027 BROADWAY AVE		· 
<i>T-1</i>	Parcel B/90/AL	22031 BROADWAY AVE		
<i>T-1</i>	Parcel B/88/AL	22035 BROADWAY AVE		
<i>T-1</i>	Parcel B/86/AL	22039 BROADWAY AVE		
<i>T-1</i>	Parcel B/84/AL	22043 BROADWAY AVE		
	Parcel B/82/AL	22045 BROADWAY AVE		
<i>T-1</i>	Parcel B/81/AL	22047 BROADWAY AVE		
<i>T-1</i>	Parcel D/104/AL	22003 BROADWAY AVE		
<i>T-1</i>	Parcel D/102AL	22007 BROADWAY AVE		
<i>T-1</i>	Parcel D/100/AL	22011 BROADWAY AVE		
<i>T-1</i>	Parcel D/98/AL	22015 BROADWAY AVE		
<u>T</u> -1	Parcel D/96/AL	22019 BROADWAY AVE		
<i>T-1</i>	Parcel D/94/AL	22023 BROADWAY AVE		
<u>T-1</u>	Parcel E/14/AL	13752 DOVEKIE AVE		
<i>T-1</i>	Parcel E/12/AL	13756 DOVEKIE AVE		
<i>T-1</i>	Parcel E/10/AL	13760 DOVEKIE AVE		
<i>T-1</i>	Parcel E/8/AL	13764 DOVEKIE AVE		
<i>T-1</i>	Parcel E/6/AL	13768 DOVEKIE AVE		
<i>T-1</i>	Parcel E/4/AL	13772 DOVEKIE AVE		
<u>T-1</u>	Parcel E/2/AL	13776 DOVEKIE AVE		

		For Single Family Attached and Detached Unit	S	Antonin and all the second second
PHASE	PARCEL/LOT/BLOCK	, STREET ADDRESS	NO. OF BEDROOMS	TAX NO.*
T-1	105/AL	13773 LITTLE SENECA PKWY	· · · · · · · · · · · · · · · · · · ·	
T-1	106/AL	13775 LITTLE SENECA PKWY		
T-1	107/AL	13777 LITTLE SENECA PKWY		
T-1	108/AL	13779 LITTLE SENECA PKWY	•	
T-1	109/AL	13781 LITTLE SENECA PKWY		
T-1	110/AL	13783 LITTLE SENECA PKWY	· · · · · · · · · · · · · · · · · · ·	
T-1	111/AL	13785 LITTLE SENECA PKWY		
T-1	112/AL	13787 LITTLE SENECA PKWY		
T-1	113/AL	13715 LITTLE SENECA PKWY		
T-1	114/AL	13713 LITTLE SENECA PKWY		
T-1	115/AL	13711 LITTLE SENECA PKWY		
T-1	116/AL	13709 LITTLE SENECA PKWY		
T-1	117/AL	13707 LITTLE SENECA PKWY		
T-1	118/AL	13705 LITTLE SENECA PKWY		
T-1	119/AL	13703 LITTLE SENECA PKWY		
<i>T-1</i>	120/AL	13701 LITTLE SENECA PKWY		
T-1	41/T	13630 CROSSBILL ALLEY		
T-1	42/T	13632 CROSSBILL ALLEY		
<i>T-1</i>	43/T	13634 CROSSBILL ALLEY	·	
<i>T-1</i>	44/T	13636 CROSSBILL ALLEY		
T-1	45/T	13638 CROSSBILL ALLEY		
T-1	46/T	13640 CROSSBILL ALLEY		
T-1	47/T	13642 CROSSBILL ALLEY		
T-1	48/T	13763 DOVEKIE AVE		
T-1	49/T	13767 DOVEKIE AVE		
T-1	50/T	13771 DOVEKIE AVE		
T-1	51/T	13775 DOVEKIE AVE		
T-1	52/T	22101 BROADWAY AVE		
T-1	53/T	22103 BROADWAY AVE		<u> </u>
T-1	54/T	22105 BROADWAY AVE		
T-1	55/T	22107 BROADWAY AVE		
<i>T-1</i>	56/T	22109 BROADWAY AVE		<u> </u>
<i>T-1</i>	57/T	22117 BROADWAY AVE		
<u> </u>	58/T	22119 BROADWAY AVE		
 T-1	59/T	22121 BROADWAY AVE		
<u> </u>	60/T	22123 BROADWAY AVE		

		For Single Family Attached and Detached Un	NO. OF BEDROOMS	TAX NO.*
PHASE	PARCEL/LOT/BLOCK	STREET ADDRESS	NO, OF BEDROOMS	IAA NO.
<i>T-1</i>	Parcel F/28/AL	13724 DOVEKIE AVE		
<i>T-1</i>	Parcel F/26/AL	13728 DOVEKIE AVE		
<i>T-1</i>	Parcel F/24/AL	13732 DOVEKIE AVE		
<i>T-1</i>	Parcel F/22/AL	13736 DOVEKIE AVE		
<i>T-1</i>	Parcel F/20/AL	13740 DOVEKIE AVE		
<i>T-1</i>	Parcel F/18/AL	13744 DOVEKIE AVE		
<i>T-1</i>	Parcel F/16/AL	13748 DOVEKIE AVE		
<i>T-1</i>	Parcel G/40/AL	22026 CABIN BRANCH AVE		
<i>T-1</i>	Parcel G/38/AL	22030 CABIN BRANCH AVE		
<u>T</u> -1	Parcel G/36/AL	22034 CABIN BRANCH AVE		
<i>T-1</i>	Parcel G/34/AL	22038 CABIN BRANCH AVE		
<i>T-1</i>	Parcel G/32/AL	22042 CABIN BRANCH AVE		
<i>T-1</i>	Parcel G/30/AL	22046 CABIN BRANCH AVE		

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PHASE	LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS	TAX NO.*
T-1	61/T	22125 BROADWAY AVE		
<u>T-1</u>	62/T	13650 HARRIER WAY		
<u>T-1</u>	63/T	13648 HARRIER WAY		
<u> </u>	64/T	13646 HARRIER WAY		
T-1	51/S	13651 HARRIER WAY		
T-1	52/S	13653 HARRIER WAY		
<u> </u>	53/S	13655 HARRIER WAY		
<u> </u>	54/S	13657 HARRIER WAY		
T-1	55/S	13659 HARRIER WAY		
<u> </u>	56/S	22211 BROADWAY AVE		
<u> </u>	57/S	22213 BROADWAY AVE		
	58/S	22215 BROADWAY AVE		
<u> </u>	59/S	22221 BROADWAY AVE		
<u>T-1</u>	60/S	22223 BROADWAY AVE		
<u> </u>	61/S	22225 BROADWAY AVE		
<u> </u>	62/S	22227 BROADWAY AVE		
 T-1	63/S	22229 BROADWAY AVE		
 T-1	64/S	22231 BROADWAY AVE		
 T-1	14/V	22125 FULMER AVE		
<u> </u>	15/V	22123 FULMER AVE		
	16/V	22121 FULMER AVE		
 T-1	17/V	22119 FULMER AVE		
<u> </u>	18/V	22117 FULMER AVE		
<u> </u>	19/V	13821 HARRIER WAY		
 T-1	20/V	13817 HARRIER WAY		
<u>T-1</u>	21/V	13813 HARRIER WAY		_
 <i>T-1</i>	22/V	13809 HARRIER WAY		_
<u> </u>	23/V	13805 HARRIER WAY		
 T-1	24/V	13801 HARRIER WAY		
<i>T-1</i>	25/V	22218 BROADWAY AVE		
<u> </u>	26/V	22222 BROADWAY AVE		
<u> </u>	27/V	22226 BROADWAY AVE		
<u> </u>	28/V	22230 BROADWAY AVE		

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	— .	For Single Family Attached and Detached Uni		
PHASE	LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS	TAX NO.*
T-1	1/AH	13830 HARRIER WAY		
T-1	2/AH	13828 HARRIER WAY		
T-1	3/AH	13826 HARRIER WAY		
T-1	4/AH	13824 HARRIER WAY		
T-1	5/AH	13822 HARRIER WAY		
T-1	6/AH	13820 HARRIER WAY		
T-1	7/AH	13818 HARRIER WAY		
T-1	8/AH	13816 HARRIER WAY		
T-1	9/AH	13814 HARRIER WAY		
T-1	10/AH	13812 HARRIER WAY		
T-1	11/AH	22124 BROADWAY AVE		
T-1	12/AH	22118 BROADWAY AVE		
T-1	13/AH	22112 BROADWAY AVE		
T-1	14/AH	22106 BROADWAY AVE		
T-1	15/AH	22100 BROADWAY AVE		
T-1	16/AH	13809 DOVEKIE AVE		
T-1	17/AH	13811 DOVEKIE AVE		
T-1	18/AH	13813 DOVEKIE AVE		
T-1	19/AH	13815 DOVEKIE AVE		
T-1	20/AH	13817 DOVEKIE AVE		
T-1	21/AH	13819 DOVEKIE AVE		
T-1	22/AH	13821 DOVEKIE AVE		
<i>T-1</i>	2 <i>3/AH</i>	13825 DOVEKIE AVE		_
T-1	24/AH	13827 DOVEKIE AVE		
T-1	25/AH	13829 DOVEKIE AVE		
<i>T-1</i>	26/AH	13831 DOVEKIE AVE		·
<i>T-1</i>	1/AK	13808 DOVEKIE AVE		
<i>T-1</i>	2/AK	13806 DOVEKIE AVE		
<i>T-1</i>	3/AK	13804 DOVEKIE AVE		
<i>T-1</i>	4/AK	13802 DOVEKIE AVE		
<u> </u>	5/AK	13800 DOVEKIE AVE		
 <i>T-1</i>	6/AK	22024 BOADWAY AVE		
<u> </u>	7/AK	22022 BOADWAY AVE		
	8/AK	22020 BOADWAY AVE		
	9/AK	22018 BOADWAY AVE		
<u> </u>	10/AK	157 LIMPKIN AVE		

		For Single Family Attached and Detached Unit	ts	-
PHASE	LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS	TAX NO.*
T-1	11/AK	155 LIMPKIN AVE		
<i>T-1</i>	12/AK	153 LIMPKIN AVE		
T-1	13/AK	151 LIMPKIN AVE		
T-1	14/AK	141 LIMPKIN AVE		
T-1	15/AK	139 LIMPKIN AVE		
T-1	16/AK	137 LIMPKIN AVE		
T-1	17/AK	22012 BROADWAY AVE		
T-1	18/AK	22014 BROADWAY AVE		
T-1	19/AK	22008 BROADWAY AVE		
T-1	20/AK	22010 BROADWAY AVE		
	21/AK	135 LIMPKIN AVE		
T-1	22/AK	133 LIMPKIN AVE		
<i>T-1</i>	23/AK	131 LIMPKIN AVE		
T-1	24/AK	119 LIMPKIN AVE		
	25/AK	117 LIMPKIN AVE		
<i>T-1</i>	26/AK	115 LIMPKIN AVE		
T-1	27/AK	1 13 LIMPKIN AVE		
	28/AK	111 LIMPKIN AVE		
<i>T-1</i>	29/AK	109 LIMPKIN AVE		
 T-1	30/AK	107 LIMPKIN AVE		
<i>T-1</i>	31/AK	105 LIMPKIN AVE		
T-1	32/AK	103 LIMPKIN AVE		
 <i>T-1</i>		101 LIMPKIN AVE		
	34/AK	21807 FULMER AVE		
T-1	35/AK	21805 FULMER AVE		
<u> </u>	36/AK	21803 FULMER AVE		
<u> </u>	37/AK	21801 FULMER AVE		
T-1	38/AK	21900 BROADWAY AVE		
<u> </u>	39/AK	21902 BROADWAY AVE		
T-1	40/AK	21904 BROADWAY AVE		
 T-1	41/AK	21906 BROADWAY AVE		
T-1	42/AK	21908 BROADWAY AVE		
<u>T-1</u>	43/AK	21910 BROADWAY AVE		
<u> </u>	44/AK	21912 BROADWAY AVE		
<u>T-1</u>	45/AK	21914 BROADWAY AVE		
<u>T-1</u>	46/AK	21916 BROADWAY AVE		
<u>T-1</u>	47/AK	21920 BROADWAY AVE		

	Company Contractor	For Single Family Attached and Detached Ur	the second s	TAX NO.*
PHASE	PARCEL/LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS	TAX NU.
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<i>T-1</i>	Parcel I/52/AL	22002 CABIN BRANCH AVE		
<i>T-1</i>	Parcel I/50/AL	22006 CABIN BRANCH AVE		
<i>T-1</i>	Parcel I/48/AL	22010 CABIN BRANCH AVE		
<i>T-1</i>	Parcel I/46/AL	22014 CABIN BRANCH AVE		
<i>T-1</i>	Parcel I/44/AL	22018 CABIN BRANCH AVE		
<i>T-1</i>	Parcel I/42/AL	22022 CABIN BRANCH AVE		
<i>T-1</i>	Parcel J/68/AL	13747 LITTLE SENECA PKWY		
<i>T-1</i>	Parcel J/70/AL	13751 LITTLE SENECA PKWY		
<i>T-1</i>	Parcel J/72/AL	13755 LITTLE SENECA PKWY	· · · · · · · · · · · · · · · · · · ·	· · · · · ·
<i>T-1</i>	Parcel J/74/AL	13759 LITTLE SENECA PKWY		
<i>T-1</i>	Parcel J/76/AL	13763 LITTLE SENECA PKWY		
<i>T-1</i>	Parcel J/78/AL	13767 LITTLE SENECA PKWY		
<i>T-1</i>	Parcel J/80/AL	13771 LITTLE SENECA PKWY		
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		For Single Family Attached and Detached Uni	
PHASE	LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS TAX NO.*
<i>T-1</i>	19/Y	14025 STILT ST	
T-1	20/Y	14027 STILT ST	
<i>T-1</i>	21/Y	14029 STILT ST	
<i>T-1</i>	22/Y	14031 STILT ST	
T-1	23/Y	14033 STILT ST	
<i>T-1</i>	25/Y	13948 BUFFLEHEAD ST	
T-1	26/Y	13946 BUFFLEHEAD ST	
T-1	27/Y	13944 BUFFLEHEAD ST	·
T-1	28/Y	13942 BUFFLEHEAD ST	
<i>T-1</i>	29/Y	13940 BUFFLEHEAD ST	
T-1	30/Y	13938 BUFFLEHEAD ST	
T-1	31/Y	13936 BUFFLEHEAD ST	
<i>T-1</i>	32/Y	13934 BUFFLEHEAD ST	
T-1	33/Y	13932 BUFFLEHEAD ST	
	34/Y	13930 BUFFLEHEAD ST	
T-1	35/Y	13924 BUFFLEHEAD ST	
T-1	36/Y	13922 BUFFLEHEAD ST	
<i>T-1</i>	37/Y	13920 BUFFLEHEAD ST	
	38/Y	13914 BUFFLEHEAD ST	
T-1	39/Y	13916 BUFFLEHEAD ST	
<i>T-1</i>	40/Y	13918 BUFFLEHEAD ST	
T-1	41/Y	13912 BUFFLEHEAD ST	
T-1	42/Y	13908 BUFFLEHEAD ST	
<i>T-1</i>	43/Y	13904 BUFFLEHEAD ST	
T-1	44/Y	13900 BUFFLEHEAD ST	
T-1	45/Y	13802 BUFFLEHEAD ST	
T-1	46/Y	13800 BUFFLEHEAD ST	
	47/Y	22122 FULMER AVE	
T-1	48/Y	22120 FULMER AVE	
T-1	49/Y	22118 FULMER AVE	
<i>T-1</i>	50/Y	22116 FULMER AVE	
T-1	51/Y	22114 FULMER AVE	
T-1	52/Y	22112 FULMER AVE	
<i>T-1</i>	53/Y	22106 FULMER AVE	
<u> </u>	54/Y	22108 FULMER AVE	
<u>T-1</u>	55/Y	22110 FULMER AVE	

PHASELOT/BLOCK $T-1$ $56/Y$ $T-1$ $57/Y$ $T-1$ $58/Y$ $T-1$ $59/Y$ $T-1$ $60/Y$ $T-1$ $61/Y$ $T-1$ $62/Y$ $T-1$ $62/Y$ $T-1$ $63/Y$ $T-1$ $63/Y$ $T-1$ $64/Y$ $T-1$ $65/Y$ $T-1$ $66/Y$ $T-1$ $67/Y$ $T-1$ $69/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $71/Y$ $T-1$ $72/Y$ $T-1$ $71/Y$ $T-1$ $72/Y$ $T-1$ $73/Y$ $T-1$ $71/Y$ $T-1$ $71/Y$ $T-1$ $71/Y$ $T-1$ $71/Y$ $T-1$ $31/W$ $T-1$ $31/W$ $T-1$ $56/X$ $T-1$ $57/X$ $T-1$ $58/X$	22104 FULMER AVE 22102 FULMER AVE 22100 FULMER AVE 22032 FULMER AVE 220028 FULMER AVE 22024 FULMER AVE 22020 FULMER AVE		
T-1 $58/Y$ $T-1$ $59/Y$ $T-1$ $60/Y$ $T-1$ $61/Y$ $T-1$ $62/Y$ $T-1$ $63/Y$ $T-1$ $63/Y$ $T-1$ $65/Y$ $T-1$ $66/Y$ $T-1$ $67/Y$ $T-1$ $67/Y$ $T-1$ $69/Y$ $T-1$ $69/Y$ $T-1$ $70/Y$ $T-1$ $71/Y$ $T-1$ $71/Y$ $T-1$ $71/Y$ $T-1$ $75/Y$ $T-1$ $75/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $71/Y$ $T-1$ $73/Y$ $T-1$ $70/Y$ $T-1$ $71/Y$ $T-1$ $71/Y$ $T-1$ $30/W$ $T-1$ $31/W$ $T-1$ $33/W$ $T-1$ $56/X$ $T-1$ $57/X$	22100 FULMER AVE 22032 FULMER AVE 220028 FULMER AVE 22024 FULMER AVE		
T-1 $58/Y$ $T-1$ $59/Y$ $T-1$ $60/Y$ $T-1$ $61/Y$ $T-1$ $62/Y$ $T-1$ $63/Y$ $T-1$ $63/Y$ $T-1$ $65/Y$ $T-1$ $66/Y$ $T-1$ $67/Y$ $T-1$ $67/Y$ $T-1$ $69/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $71/Y$ $T-1$ $71/Y$ $T-1$ $71/Y$ $T-1$ $75/Y$ $T-1$ $75/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $73/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $71/Y$ $T-1$ $70/Y$ $T-1$ $30/W$ $T-1$ $31/W$ $T-1$ $33/W$ $T-1$ $56/X$ $T-1$ $57/X$	22032 FULMER AVE 220028 FULMER AVE 22024 FULMER AVE		
T-1 $60/Y$ $T-1$ $61/Y$ $T-1$ $62/Y$ $T-1$ $63/Y$ $T-1$ $63/Y$ $T-1$ $65/Y$ $T-1$ $66/Y$ $T-1$ $67/Y$ $T-1$ $67/Y$ $T-1$ $69/Y$ $T-1$ $70/Y$ $T-1$ $71/Y$ $T-1$ $71/Y$ $T-1$ $71/Y$ $T-1$ $71/Y$ $T-1$ $71/Y$ $T-1$ $75/Y$ $T-1$ $76/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $71/Y$ $T-1$ $73/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $30/W$ $T-1$ $31/W$ $T-1$ $33/W$ $T-1$ $56/X$ $T-1$ $57/X$	220028 FULMER AVE 22024 FULMER AVE		
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	22024 FULMER AVE		
T-1 $62/Y$ $T-1$ $63/Y$ $T-1$ $64/Y$ $T-1$ $65/Y$ $T-1$ $66/Y$ $T-1$ $67/Y$ $T-1$ $69/Y$ $T-1$ $69/Y$ $T-1$ $70/Y$ $T-1$ $71/Y$ $T-1$ $30/W$ $T-1$ $31/W$ $T-1$ $32/W$ $T-1$ $56/X$ $T-1$ $57/X$			
T-1 $63/Y$ $T-1$ $64/Y$ $T-1$ $65/Y$ $T-1$ $66/Y$ $T-1$ $66/Y$ $T-1$ $68/Y$ $T-1$ $69/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $71/Y$ $T-1$ $72/Y$ $T-1$ $73/Y$ $T-1$ $73/Y$ $T-1$ $74/Y$ $T-1$ $75/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $70/Y$ $T-1$ $30/W$ $T-1$ $31/W$ $T-1$ $32/W$ $T-1$ $33/W$ $T-1$ $56/X$ $T-1$ $57/X$	22020 FULMER AVE		
$\begin{array}{c cccc} T-1 & 64/Y \\ T-1 & 65/Y \\ \hline T-1 & 66/Y \\ \hline T-1 & 67/Y \\ \hline T-1 & 68/Y \\ \hline T-1 & 69/Y \\ \hline T-1 & 70/Y \\ \hline T-1 & 70/Y \\ \hline T-1 & 71/Y \\ \hline T-1 & 72/Y \\ \hline T-1 & 73/Y \\ \hline T-1 & 73/Y \\ \hline T-1 & 75/Y \\ \hline T-1 & 76/Y \\ \hline T-1 & 77/Y \\ \hline T-1 & 77/Y \\ \hline T-1 & 30/W \\ \hline T-1 & 31/W \\ \hline T-1 & 32/W \\ \hline T-1 & 33/W \\ \hline T-1 & 56/X \\ \hline T-1 & 57/X \\ \end{array}$			
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	22016 FULMER AVE		
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	22012 FULMER AVE		
T-1       67/Y         T-1       68/Y         T-1       69/Y         T-1       70/Y         T-1       70/Y         T-1       71/Y         T-1       72/Y         T-1       73/Y         T-1       73/Y         T-1       74/Y         T-1       75/Y         T-1       76/Y         T-1       70/Y         T-1       70/Y         T-1       75/Y         T-1       70/Y         T-1       75/Y         T-1       30/W         T-1       31/W         T-1       33/W         T-1       56/X         T-1       57/X	22008 FULMER AVE		
$\begin{array}{c cccc} T-1 & 68/Y \\ \hline T-1 & 69/Y \\ \hline T-1 & 70/Y \\ \hline T-1 & 71/Y \\ \hline T-1 & 72/Y \\ \hline T-1 & 73/Y \\ \hline T-1 & 73/Y \\ \hline T-1 & 74/Y \\ \hline T-1 & 75/Y \\ \hline T-1 & 76/Y \\ \hline T-1 & 77/Y \\ \hline T-1 & 77/Y \\ \hline T-1 & 30/W \\ \hline T-1 & 30/W \\ \hline T-1 & 31/W \\ \hline T-1 & 32/W \\ \hline T-1 & 56/X \\ \hline T-1 & 57/X \\ \end{array}$	22004 FULMER AVE		
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	22000 FULMER AVE		
$\begin{array}{c cccc} T-1 & 70/Y \\ T-1 & 71/Y \\ T-1 & 72/Y \\ T-1 & 73/Y \\ T-1 & 74/Y \\ T-1 & 75/Y \\ T-1 & 75/Y \\ T-1 & 76/Y \\ T-1 & 77/Y \\ T-1 & 77/Y \\ T-1 & 30/W \\ T-1 & 30/W \\ T-1 & 31/W \\ T-1 & 32/W \\ T-1 & 33/W \\ T-1 & 56/X \\ T-1 & 57/X \\ \end{array}$	21914 FULMER AVE		
T-1         71/Y           T-1         72/Y           T-1         73/Y           T-1         74/Y           T-1         75/Y           T-1         76/Y           T-1         77/Y           T-1         76/Y           T-1         70/Y           T-1         71/Y           T-1         71/Y           T-1         71/Y           T-1         30/W           T-1         31/W           T-1         32/W           T-1         56/X           T-1         57/X	21912 FULMER AVE		
$\begin{array}{c cccc} T-1 & 72/Y \\ T-1 & 73/Y \\ \hline T-1 & 74/Y \\ \hline T-1 & 75/Y \\ \hline T-1 & 76/Y \\ \hline T-1 & 77/Y \\ \hline T-1 & 29/W \\ \hline T-1 & 30/W \\ \hline T-1 & 30/W \\ \hline T-1 & 31/W \\ \hline T-1 & 32/W \\ \hline T-1 & 56/X \\ \hline T-1 & 57/X \\ \end{array}$	21910 FULMER AVE		
T-1         73/Y           T-1         74/Y           T-1         75/Y           T-1         76/Y           T-1         77/Y           T-1         29/W           T-1         30/W           T-1         31/W           T-1         32/W           T-1         56/X           T-1         57/X	21908 FULMER AVE		
T-1         74/Y           T-1         75/Y           T-1         76/Y           T-1         77/Y           T-1         29/W           T-1         30/W           T-1         31/W           T-1         32/W           T-1         56/X           T-1         57/X	21906 FULMER AVE	1	
T-1         75/Y           T-1         76/Y           T-1         77/Y           T-1         29/W           T-1         30/W           T-1         31/W           T-1         32/W           T-1         56/X           T-1         57/X	21902 FULMER AVE		
T-1         76/Y           T-1         77/Y           T-1         29/W           T-1         30/W           T-1         31/W           T-1         32/W           T-1         56/X           T-1         57/X	21900 FULMER AVE		
T-1         77/Y           T-1         29/W           T-1         30/W           T-1         31/W           T-1         32/W           T-1         33/W           T-1         56/X           T-1         57/X	21818 FULMER AVE		
T-1         29/W           T-1         30/W           T-1         31/W           T-1         32/W           T-1         33/W           T-1         56/X           T-1         57/X	21816 FULMER AVE		
T-1         30/W           T-1         31/W           T-1         32/W           T-1         33/W           T-1         56/X           T-1         57/X	21814 FULMER AVE		
T-1         31/W           T-1         32/W           T-1         33/W           T-1         56/X           T-1         57/X	14030 GODWIT ST		
T-1         32/W           T-1         33/W           T-1         56/X           T-1         57/X	14032 GODWIT ST		
T-1         33/W           T-1         56/X           T-1         57/X	14034 GODWIT ST		
T-1         56/X           T-1         57/X	13925 BUFFLEHEAD ST		
T-1 57/X	13915 BUFFLEHEAD ST		
	13947 BUFFLEHEAD ST		
T-1 58/X	13945 BUFFLEHEAD ST		
	13943 BUFFLEHEAD ST		
T-1 59/X	13941 BUFFLEHEAD ST		
T-1 60/X	13939 BUFFLEHEAD ST		
T-1 61/X	13937 BUFFLEHEAD ST		
T-1 62/X	14033 GODWIT ST		

<u>.</u>	For Single Family Attached and Detached Units					
PHASE	PARCEL/LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS	TAX NO.*		
<i>T-1</i>	Parcel K/54/AL	13719 LITTLE SENECA PKWY				
<i>T-1</i>	Parcel K/56/AL	13723 LITTLE SENECA PKWY				
<i>T-1</i>	Parcel K/58/AL	13727 LITTLE SENECA PKWY				
<i>T-1</i>	Parcel K/60AL	13731 LITTLE SENECA PKWY	· · · · · · · · · · · · · · · · · · ·			
T-1	Parcel K/62/AL	13735 LITTLE SENECA PKWY		· · ·		
	Parcel K/64AL					
<i>T-1</i>	Parcel K/04AL	13739 LITTLE SENECA PKWY				
T-1	Parcel K/66AL	13743 LITTLE SENECA PKWY				
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	F	or Single Family Attached and Detached Units	
PHASE	LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS TAX NO
T-1	1/AJ	13822 DOVEKIE AVE	
T-1	2/AJ	13820 DOVEKIE AVE	
T-1	3/AJ	13818 DOVEKIE AVE	
<i>T-1</i>	4/AJ	13816 DOVEKIE AVE	
T-1	5/AJ	13814 DOVEKIE AVE	
T-1	6/AJ	158 LIMPKIN AVE	
T-1	7/AJ	156 LIMPKIN AVE	
T-1	8/AJ	154 LIMPKIN AVE	
T-1	9/AJ	152 LIMPKIN AVE	
T-1	10/AJ	150 LIMPKIN AVE	
<i>T-1</i>		22009 MOORHEN ST	
<i>T-1</i>	12/AJ	22007 MOORHEN ST	
<i>T-1</i>	13/AJ	22005 MOORHEN ST	
<i>T-1</i>		22003 MOORHEN ST	
<i>T-1</i>	15/AJ	22001 MOORHEN ST	
T-1	16/AJ	21931 MOORHEN ST	
T-1	17/AJ	21929 MOORHEN ST	
		21927 MOORHEN ST	
<i>T-1</i>		136 LIMPKIN AVE	
$\overline{T-1}$	20/AJ	138 LIMPKIN AVE	
<i>T-1</i>	21/AJ	140 LIMPKIN AVE	
<i>T-1</i>	22/AJ	130 LIMPKIN AVE	
<i>T-1</i>	23/AJ	132 LIMPKIN AVE	
<i>T-1</i>	24/AJ	134 LIMPKIN AVE	
<u>T-1</u>	25/AJ	21925 MOORHEN ST	
<u> </u>	26/AJ	21923 MOORHEN ST	
<u> </u>	27/AJ	21921 MOORHEN ST	
<u>T-1</u>	28/AJ	100 LIMPKIN AVE	
<u>T-1</u>	29/AJ	104 LIMPKIN AVE	
<u>T-1</u>	30/AJ	108 LIMPKIN AVE	
	31/AJ	112 LIMPKIN AVE	
<u>T-1</u>	32/AJ	116 LIMPKIN AVE	
<u>T-1</u>	1/AI	13830 DOVEKIE AVE	
T-1	2/AI	13828 DOVEKIE AVE	
T-1	3/AI	13826 DOVEKIE AVE	
<u> </u>	4/AI	13824 DOVEKIE AVE	
<u>T-1</u>	5/AI	22006 MOORHEN ST	
<u> </u>	6/AI	22004 MOORHEN ST	

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For Single Family Attached and Detached Units NO. OF BEDROOMS | TAX NO.\* PARCEL/LOT/BLOCK STREET ADDRESS PHASE 7/AI 22002 MOORHEN ST T-1 22000 MOORHEN ST 8/AI T-1 22017 FULMER AVE 9/AI T-1 22015 FULMER AVE 10/AI T-1 22013 FULMER AVE 11/AI T-1 22011 FULMER AVE T-1 12/AI 21925 FULMER AVE T-1 13/AI 21923 FULMER AVE T-1 14/AI 21921 FULMER AVE 15/AI T-1 21926 MOORHEN ST 16/AI T-1 21928 MOORHEN ST 17/AI T-1 21930 MOORHEN ST *T-1* 18/AI 21920 MOORHEN ST T-1 19/AI 21922 MOORHEN ST 20/AI T-1 21924 MOORHEN ST T-1 21/AI 21919 FULMER AVE 22/AI *T-1* 21917 FULMER AVE 23/AI T-1 21915 FULMER AVE 24/AI T-1 21911 FULMER AVE 25/AI T-1 21909 FULMER AVE T-1 26/AI 21907 FULMER AVE T-1 27/AI 28/AI 21905 FULMER AVE T-1 21903 FULMER AVE 29/AI T-1 21901 FULMER AVE T-1 30/AI 21819 FULMER AVE *T-1* 31/AI 21817 FULMER AVE T-1 32/AI 21815 FULMER AVE T-1 33/AI 21813 FULMER AVE T-1 34/AI T-1 35/AI 21811 FULMER AVE 21900 MOORHEN ST T-1 36/AI 21902 MOORHEN ST 37/AI T-1 21904 MOORHEN ST 38/AI **T-**1 21906 MOORHEN ST T-1 39/AI 21908 MOORHEN ST T-1 40/AI 21910 MOORHEN ST T-1 41/AI

**ATTACHMENT 2** 

T-1

42/AI

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21912 MOORHEN ST

# <u>EXHIBIT C-1</u> Specific Listing of Market Rate Units For Cabin Branch Phase Toll -2

NVR, Inc.

(Identify and list MPDUs first and include additional pages as necessary)

For Single Family Attached and Detached Units					
PHASE	LOT/BLOCK	STREET ADDRESS	NO, OF BEDROOMS	TAX NO.*	
<i>T-2</i>	106 / AC	21923 Clarksburg Road			
T-2	105 / AC	21921 Clarksburg Road			
<i>T-2</i>	104 / AC	21919 Clarksburg Road			
<i>T-2</i>	103 / AC	21917 Clarksburg Road			
<i>T-2</i>	102 / AC	21915 Clarksburg Road			
<i>T-2</i>	101/AC	21913 Clarksburg Road			
<i>T-2</i>	100/AC	21911 Clarksburg Road			
<i>T-2</i>	99/AC	14213 Jaeger Road			
<i>T-2</i>	98/AC	14211 Jaeger Road			
<i>T-2</i>	97/AC	14209 Jaeger Road			
<i>T-2</i>	96/AC	14207 Jaeger Road			
<i>T-2</i>	95/AC	14205 Jaeger Road			
<i>T-2</i>	94 / AC	14203 Jaeger Road			
<i>T-2</i>	93/AC	14201 Jaeger Road			
<i>T-2</i>	92 / AC	21908 Woodcock Way			
<i>T-2</i>	91/AC	21910 Woodcock Way			
<i>T-2</i>	90 / AC	21912 Woodcock Way			
T-2	89/AC	21914 Woodcock Way			
<i>T-2</i>	88 / AC	21916 Woodcock Way			
<i>T-2</i>	87 /AC	21918 Woodcock Way			
<i>T-2</i>	1/AD	14214 Jaeger Road			
<u>T-2</u>	2 / AD	14212 Jaeger Road			
	3/AD	14210 Jaeger Road			
<i>T-2</i>	4/ AD	14208 Jaeger Road			
<i>T-2</i>	5 / AD	14206 Jaeger Road			
<u>T-2</u>	6/AD	14204 Jaeger Road			
<i>T-2</i>	7/ AD	14202 Jaeger Road			
<i>T-2</i>	8/AD	21890 Woodcock Way			
<i>T-2</i>	9/AD	21888 Woodcock Way			
<i>T-2</i>	10/AD	21886 Woodcock Way			
<u> </u>	11/AD	21884 Woodcock Way			
	12 / AD	21882 Woodcock Way			
T-2	13/AD	21880 Woodcock Way			

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For Single Family Attached and Detached Units				
PHASE	LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS	TAX NO.*
<i>T-2</i>	14/AD	21841 Clarksburg Road		
<i>T-2</i>	15/AD	21839 Clarksburg Road		
<i>T-2</i>	16/AD	21837 Clarksburg Road		
<i>T-2</i>	17/AD	21835 Clarksburg Road		
<i>T-2</i>	18/AD	21833 Clarksburg Road		
<i>T-2</i>	19/AD	21831 Clarksburg Road		
<i>T-2</i>	20 / AD	21876 Woodcock Way		
<i>T-2</i>	21 / AD	21874 Woodcock Way		
<i>T-2</i>	22 / AD	21872 Woodcock Way		
<i>T-2</i>	23 / AD	21870 Woodcock Way		
<i>T-2</i>	24 / AD	21868 Woodcock Way		
<i>T-2</i>	25 / AD	21856 Woodcock Way		
<i>T-2</i>	26 / AD	21858 Woodcock Way		
<i>T-2</i>	27 / AD	21860 Woodcock Way		
	28 / AD	21862 Woodcock Way		
T-2	29 / AD	21864 Woodcock Way		
<i>T-2</i>	30 / AD	21852 Woodcock Way		
<i>T-2</i>	31 / AD	21850 Woodcock Way		
<i>T-2</i>	32 / AD	21848 Woodcock Way		
<i>T-2</i>	33 / AD	21846 Woodcock Way		
<i>T-2</i>	34 / AD	21844 Woodcock Way		
<i>T-2</i>	35/AD	21840 Woodcock Way		
<i>T-2</i>	36 / AD	21836 Woodcock Way		
<i>T-2</i>	37/AD	21834 Woodcock Way		
<i>T-2</i>	38 / AD	21830 Woodcock Way		
<i>T-2</i>	39/AD	21828 Woodcock Way		
<i>T-2</i>	40 / AD	21824 Woodcock Way		
<u>T-2</u>	41 / AD	21822 Woodcock Way		
<i>T-2</i>	42 / AD	21818 Woodcock Way		
<i>T-2</i>	43 / AD	21816 Woodcock Way		
<i>T-2</i>	44 / AD	21812 Woodcock Way		
<i>T-2</i>	45 / AD	21810 Woodcock Way	-	
<i>T-2</i>	46 / AD	21806 Woodcock Way		
<i>T-2</i>	47/AD	21804 Woodcock Way		
<i>T-2</i>	48 / AD	21800 Woodcock Way		
	101111		-	

	For Single Family Attached and Detached Units				
PHASE	LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS	TAX NO.*	
<i>T-2</i>	1 / AG	138 Gull Street			
<i>T-2</i>	2 / AG	136 Gull Street			
<i>T-2</i>	3 / AG	134 Gull Street			
<i>T-2</i>	4 / AG	132 Gull Street			
<i>T-2</i>	5 / AG	130 Gull Street			
T-2	6/AG	128 Gull Street			
T-2	7 / AG	126 Gull Street			
<i>T-2</i>	8/AG	124 Gull Street			
T-2	9/AG	122 Gull Street			
<i>T-2</i>	10/AG	120 Gull Street			
<i>T-2</i>	11/AG	114 Gull Street			
<i>T-2</i>	12 / AG	112 Gull Street			
<i>T-2</i>	13/AG	110 Gull Street			
<i>T-2</i>	14/AG	108 Gull Street			
<i>T-2</i>	15 / AG	106 Gull Street			
<i>T-2</i>	16/AG	104 Gull Street			
<i>T-2</i>	17/AG	21805 Woodcock Way			
<i>T-2</i>	18/AG	21807 Woodcock Way			
T-2	19/AG	21809 Woodcock Way			
<i>T-2</i>	20 / AG	21811 Woodcock Way			
<i>T-2</i>	21 / AG	21813 Woodcock Way			
<u>T-2</u>	22 / AG	21815 Woodcock Way	·		
T-2	23 / AG	21817 Woodcock Way			
<i>T-2</i>	24 / AG	21819 Woodcock Way			
<i>T-2</i>	25 / AG	21821 Woodcock Way			
<i>T-2</i>	26 / AG	21823 Woodcock Way			
<u>T-2</u>	1 / AF	14170 Jaeger Road			
<i>T-2</i>	2 / AF	14168 Jaeger Road			
T-2	3 / AF	14166 Jaeger Road			
<i>T-2</i>	4 / AF	14164 Jaeger Road			
T-2	5 / AF	14162 Jaeger Road			
<i>T-2</i>	6/AF	14150 Jaeger Road			
<i>T-2</i>	7/AF	14152 Jaeger Road			
<i>T-2</i>	8/AF	14154 Jaeger Road			
<i>T-2</i>	9/AF	14156 Jaeger Road			
<i>T-2</i>	10/AF	14158 Jaeger Road			

	For Single Family Attached and Detached Units				
PHASE	LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS		
	11/AE	21889 Woodcock Way			
<u>T-2</u>	11/AF				
<u>T-2</u>	12 / AF	21887 Woodcock Way			
<u>T-2</u>	13/AF	21885 Woodcock Way			
<i>T-2</i>	14 / AF	21883 Woodcock Way			
<i>T-2</i>	15 / AF	21881 Woodcock Way			
<u>T-2</u>	16/AF	21867 Woodcock Way			
<i>T-2</i>	17 / AF	21869 Woodcock Way			
<i>T-2</i>	18 / AF	21871 Woodcock Way		+	
<i>T-2</i>	19/AF	21873 Woodcock Way			
<i>T-2</i>	20 / AF	21875 Woodcock Way			
<i>T-2</i>	26 / AF	14124 Jaeger Road			
<i>T-2</i>	27 / AF	14126 Jaeger Road			
<i>T-2</i>	28 / AF	14128 Jaeger Road			
<i>T-2</i>	29 / AF	14130 Jaeger Road			
	30 / AF	14132 Jaeger Road			
<i>T-2</i>	31 / AF	21863 Woodcock Way			
<i>T-2</i>	32 / AF	21861 Woodcock Way			
<i>T-2</i>	33 / AF	21859 Woodcock Way			
<i>T-2</i>	34 / AF	21857 Woodcock Way			
<i>T-2</i>	35 / AF	21855 Woodcock Way			
T-2	41 / AF	14118 Jaeger Road			
	42 / AF	14116 Jaeger Road			
 T-2	43 / AF	14114 Jaeger Road			
 <i>T-2</i>	44 / AF	14112 Jaeger Road			
	45 / AF	14110 Jaeger Road			
<u>T-2</u>	46 / AF	21831 Woodcock Way			
<u>T-2</u>	47 / AF	21833 Woodcock Way			
<u>T-2</u>	48 / AF	21835 Woodcock Way			
<u> </u>	49 / AF	21837 Woodcock Way			
<u> </u>	50 / AF	21839 Woodcock Way			
<u> </u>					
<u> </u>					

		For Single Family Attached and Deta	
PHASE	LOT/BLOCK	STREET ADDRESS	NO, OF BEDROOMS TAX NO.*
<i>T-2</i>	37 / Z	21917 Woodcock Way	
<i>T-2</i>	38/Z	21913 Woodcock Way	
<i>T-2</i>	39/ Z	21909 Woodcock Way	
<i>T-2</i>	40 / Z	21905 Woodcock Way	
<i>T-2</i>	41 / Z	21901 Woodcock Way	
T-2	42 / Z	14169 Jaeger Road	
<i>T-2</i>	43 / Z	14165 Jaeger Road	
<i>T-2</i>	44 / Z	14161 Jaeger Road	
<i>T-2</i>	45 / Z	137 Gull Street	
<i>T-2</i>	46 / Z	135 Gull Street	
<i>T-2</i>	47 / Z	133 Gull Street	
T-2	48 / Z	131 Gull Street	
<i>T-2</i>	49/Z	129 Gull Street	
<i>T-2</i>	50 / Z	127 Gull Street	
<u>T-2</u>	51/Z	125 Gull Street	
<i>T-2</i>	52 / Z	123 Gull Street	
T-2	53 / Z	121 Gull Street	
<i>T-2</i>	54/Z	113 Gull Street	
<i>T-2</i>	55/Z	111 Gull Street	
<i>T-2</i>	56 / Z	109 Gull Street	
<i>T-2</i>	57 / Z	107 Gull Street	
<i>T-2</i>	58/Z	105 Gull Street	
<i>T-2</i>	59/Z	103 Gull Street	
<i>T-2</i>	60 / Z	101 Gull Street	
	<u>  </u>		

\*If the tax identification number has not been assigned at the time this Agreement is submitted, the agreement may be executed with the understanding that the required information will be submitted to DHCA within 30 days after it is available to the Applicant.

# EXHIBIT C-2

# Specific Listing of MPDUs For Cabin Branch Phases Winchester 2.1 & 2.2 Winchester Homes

(Identify and list MPDUs first and include additional pages as necessary)

MPDUs

PHASE	LOT/BLOCK	STREET ADDRESS	NO OF BEDROOMS TAX NO.*
T-1	65,T	13644 HARRIER WAY	3
T-1	66,T	13642 HARRIER WAY	3
T-1	67,T	13640 HARRIER WAY	3

# EXHIBIT C-2

# Specific Listing of Market Rate Units For Cabin Branch Phases Winchester 2.1 & 2.2 Winchester Homes

(Identify and list MPDUs first and include additional pages as necessary)

PHASE	LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS TAX NO.*	
T-1	36,T	13739 DOVEKIE AVE	3	
T-1	37,T	13735 DOVEKIE AVE	3	
T-1	38,T	13731 DOVEKIE AVE	3	
T-1	39,T	13727 DOVEKIE AVE	3	
T-1	40,T	13723 DOVEKIE AVE	3	
T-1	10,V	22324 BROADWAY AVE	3	
T-1	12,V	22205 FULMER AVE	3	
T-1	23,W	121 WHEATEAR AL	3	
T-1	24,W	119 WHEATEAR AL	3	
T-1	25,W	117 WHEATEAR AL	3	
T-1	26,W	115 WHEATEAR AL	3	
T-1	27,W	113 WHEATEAR AL	3	
T-1	28,W	111 WHEATEAR AL	3	
T-1	34,W	13913 WHEATEAR AL	3	
T-1	35,W	13911 WHEATEAR AL	3	
T-1	54,X	14024 STILT ST	3	
T-1	55,X	14026 STILT ST	3	
T-1	63,X	14031 GODWIT ST	3	
T-1	64,X	14029 GODWIT ST	3	

MARKET RATE UNITS

\*If the tax identification number has not been assigned at the time this Agreement is submitted, the agreement may be executed with the understanding that the required information will be submitted to DHCA within 30 days after it is available to the Applicant.

## EXHIBIT D-1 Declaration of Covenants NVR, Inc.

Attach applicable unexecuted MPDU covenants form (for sale or rental)

## Subdivision Name: Cabin Branch, Phase Toll-1 (NVR)

MONTGOMERY COUNTY, MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS 1401 Rockville Pike, 4th Floor, Rockville, Maryland 20852

## MODERATELY PRICED DWELLING UNITS DECLARATION OF COVENANTS FOR SALE SUBDIVISIONS

THIS DECLARATION OF COVENANTS, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, hereinafter set forth by <u>NVR</u>, Inc., owner (hereinafter referred to as "Declarant").

**NOW, THEREFORE**, Declarant hereby declares that all of the properties described hereinafter shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions:

## ARTICLE I

Declarant is the owner of all of the property set forth and described in the list attached hereto and made a part hereof as Exhibit 1. The properties are the subject of this Declaration of Covenants, and are hereinafter referred to as the Moderately Priced Dwelling Units (MPDUs).

#### ARTICLE II

For a period of thirty years beginning on the date of recordation of the deed from the Declarant to the initial purchaser of an MPDU, or such other period as established by law (the "Control Period"), the MPDUs and the improvements thereon and those that may subsequently be made to the MPDUs must not be sold or the mortgage or deed of trust note refinanced for an amount in excess of the maximum sales price established in accordance with Chapter 25A of the Montgomery County Code, 2014, as amended, and all applicable Executive Regulations. Closing costs, improvements and brokerage fees are defined and assessed in accordance with the terms of Chapter 25A and regulations adopted pursuant thereto. The resale price calculation for the MPDUs will be made in accordance with the change in the cost of living as measured by the Consumer Price Index (CPI-U for the Washington Metropolitan Area) published by the U.S. Department of Labor. If an MPDU is sold during the Control Period, the provisions contained in these covenants will be effective for an additional thirty years from the date of the subsequent sale of an MPDU; further, the thirty year Control Period will be renewed each and every time an MPDU is sold during the Control Period. MPDUs offered for resale during the Control Period must first be offered exclusively for 60 days to the Department of Housing and Community Affairs and to the Housing Opportunities Commission.

### ARTICLE III

For the first sale of the MPDUs after the expiration of the Control Period referred to in Article II, the seller of the MPDU as a condition of transferring good title, must make a payment to the Housing Initiative Fund in accordance with the provisions contained in Chapter 25A of the Montgomery County Code, 2014, as amended, and all applicable Executive Regulations. After the required payment has been received by the Montgomery County Department of Finance, the restrictions contained in these Covenants will be released. The Housing Opportunities Commission of Montgomery County and other housing development agencies or non-profit corporations approved by the County Executive are exempt from this provision of the Covenants.

### ARTICLE IV

Purchasers of an MPDU must occupy the MPDU as their primary residence during the Control Period. Purchasers of an MPDU, except for the Housing Opportunities Commission and other housing development agencies or non-profit corporations approved by the County Executive, are not permitted to lease or rent their MPDU to other parties during the Control Period. This restriction may be waived by the County to allow a temporary rental of the MPDU for good and sufficient cause. The MPDU must be rented in accordance with regulations established by the County Executive and Purchasers must receive prior written permission from the County to rent their MPDU temporarily. Purchasers will be required to extend the Control Period for a time equal to the length of time the MPDU is rented.

### ARTICLE V

Declarant, its heirs, assigns, and successors, hereby irrevocably assigns, transfers, and conveys unto Montgomery County, Maryland all its right, title, interest, or obligation to enforce and maintain in full force and effect, the terms, conditions, and requirements of this Declaration of Covenants.

#### **ARTICLE VI**

The Declarant or Montgomery County, Maryland may enforce these Covenants by a proceeding, at law or in equity, against any person or persons violating or attempting to violate intentionally or otherwise, any covenant or restriction herein contained, either to restrain any violation hereof or to recover damages or monies, or to proceed against the land or the MPDUs to enforce any lien or obligation created by or resulting from these Covenants.

#### **ARTICLE VII**

These Covenants are binding upon the MPDUs, upon the Declarant and the MPDU Purchasers, upon the Declarant's and the MPDU Purchasers' heirs, successors, and assigns, and upon all transferees and transferors of the title to the MPDUs during the Control Period and until the fulfillment of all other provisions contained herein, including the payment required to be made to the Housing Initiative Fund under Article III.

#### ARTICLE VIII

The original deed of conveyance from the Declarant, its heirs, assigns or successors, and all subsequent transfers, assignments, and deeds of conveyance out by subsequent Purchasers of the MPDU, must, during the term of these Covenants, be a two-party deed that contains conspicuous language specifically reciting that the MPDU is subject to these Covenants and the requirements of Chapter 25A of the Montgomery County Code, 2014, as amended, and referencing the date of recordation of these Covenants among the land records of Montgomery

County, Maryland, including the Liber and Folio reference. Notice must also be included in any contract of sale for an MPDU that fully and completely discloses the rental and resale price restrictions and controls established herein. All subsequent Purchasers of an MPDU must likewise provide such notice in contracts of sale.

### ARTICLE IX

These Covenants cannot be terminated without the written consent of the County, and except by the expiration of the Control Period defined in Article II, any extension of the Control Period described in Article IV, or a foreclosure sale as provided in Article X, and the Montgomery County Department of Finance's receipt of the proper payment to the Housing Initiative Fund provided in Article III. After receiving the appropriate payment for the Housing Initiative Fund, a termination statement, executed by the County Executive of Montgomery County will be recorded among the land records of Montgomery County, Maryland.

## ARTICLE X

If the MPDU is sold at a foreclosure sale, the restrictions contained in the Covenants will be terminated after the County receives the payment required to be made to the Housing Initiative Fund in accordance with the provisions of Chapter 25A of the Montgomery County Code, 2014, as amended, and all applicable Executive Regulations.

### ARTICLE XI

If any default occurs and is continuing, the County may apply to any state or federal court having jurisdiction for specific performance of the Declaration of Covenants, for an injunction against any violation of this Declaration of Covenants, or for such other relief at law or in equity as may be appropriate and consistent with applicable requirements of the Declaration of Covenants. No remedy conferred upon or reserved to the County by this Declaration of Covenants is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and is in addition to every other remedy given under this Declaration of Covenants, existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this Article will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default hereunder, the County incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the County must be reimbursed upon demand by the party or parties for reasonable expenses paid to third parties.

#### <u>ARTICLE XII</u>

In the event any provision of this Declaration of Covenants shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

## JURATS APPEAR ON FOLLOWING PAGE

**IN WITNESS WHEREOF,** Declarant <u>NVR, Inc.</u> has caused these presents to be executed by <u>Brian Afnan</u> its <u>Vice President/Director, Land</u>, and its corporate seal to be affixed hereto, and does appoint <u>Brian Afnan</u> its true and lawful attorney-in-fact to acknowledge and deliver these presents.

**DECLARANT:** NVR, INC. A Virginia Corporation

BY:

Name: Brian Afnan Title: Vice President/Director, Land

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

I HEREBY CERTIFY that on this \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_, personally appeared <u>Brian Afnan</u>, <u>Vice President/Director, Land</u> of <u>NVR, Inc.</u> who is personally well known to me, or proven to be, the person named as attorney-in-fact as aforesaid, and by virtue vested in him as aforesaid, acknowledged the same to be the act and deed of <u>NVR, Inc.</u>, the Declarant herein, for the purposes herein contained.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

My Commission Expires:

NOTARY PUBLIC

## Exhibit 1 Property Description

## THE PROPERTY: Cabin Branch, Phase Toll-1 (NVR)

This property was acquired by <u>NVR, Inc.</u> on <u>September 21, 2015</u>. The Deed is recorded at Liber <u>51061</u> Folio <u>045</u>.

Identify the MPDUs by LOT, BLOCK, PLAT NUMBER, PLAT BOOK, STREET ADDRESS, and TAX ACCOUNT NUMBER or PARCEL IDENTIFYING NUMBER. The Record Plat is recorded in Plat Book \_\_\_\_\_\_ at Plat Number \_\_\_\_\_\_.

MPDUs				
PARCEL/LOT/BLOCK	STREET ADDRESS	NO. OF BEDROOMS	TAX NO.*	
Parcel B/91/AL	22025 BROADWAY AVE	3		
Parcel B/89/AL	22029 BROADWAY AVE	3		
Parcel B/87/AL	22033 BROADWAY AVE	3		
Parcel B/85/AL	22037 BROADWAY AVE	3		
Parcel B/83/AL	22041 BROADWAY AVE	3		
Parcel D/103/AL	22001 BROADWAY AVE	3		
Parcel D/101/AL	22005 BROADWAY AVE	3		
Parcel D/99/AL	22009 BROADWAY AVE	3		
Parcel D/97/AL	22013 BROADWAY AVE	3		
Parcel D/95/AL	22017 BROADWAY AVE	3		
Parcel D/93/AL	22021 BROADWAY AVE	3		
Parcel E/13/AL	13750 DOVEKIE AVE	3		
Parcel E/11/AL	13754 DOVEKIE AVE	3		
Parcel E/9/AL	13758 DOVEKIE AVE	3		
Parcel E/7/AL	13762 DOVEKIE AVE	3		
Parcel E/5/AL	13766 DOVEKIE AVE	3		
Parcel E/3/AL	13770 DOVEKIE AVE	3		
Parcel E/1/AL	13774 DOVEKIE AVE	3		
Parcel D/11/AM	13784 LITTLE SENECA PKWY	3		
Parcel D/13/AM	13780 LITTLE SENECA PKWY	3		
Parcel D/15/AM	13776 LITTLE SENECA PKWY	3		
Parcel D/17/AM	13772 LITTLE SENECA PKWY	3.		
Parcel D/19AM	13768 LITTLE SENECA PKWY	3		
Parcel D/21/AM	13764 LITTLE SENECA PKWY	3		
Parcel D/23/AM	13760 LITTLE SENECA PKWY	3		
Parcel E/1/AM	21911 BROADWAY AVE	3	· · · · · · · · · · · · · · · · · · ·	

Parcel E/3/AM	21915 BROADWAY AVE	3	
Parcel E/5/AM	21919 BROADWAY AVE	3	
Parcel E/7/AM	21923 BROADWAY AVE	3	
Parcel E/9/AM	21927 BROADWAY AVE	3	
Parcel F/27/AL	13722 DOVEKIE AVE	3	
Parcel F/25/AL	13726 DOVEKIE AVE	3	
Parcel F/23/AL	13730 DOVEKIE AVE	3	
Parcel F/21/AL	13734 DOVEKIE AVE	3	
Parcel F/19/AL	13738 DOVEKIE AVE	3	
Parcel F/17/AL	13742 DOVEKIE AVE	3 .	
Parcel F/15/AL	13746 DOVEKIE AVE	3	
Parcel G/39/AL	22024 CABIN BRANCH AVE	3	
Parcel G/37/AL	22028 CABIN BRANCH AVE	3	
Parcel G/35/AL	22032 CABIN BRANCH AVE	3	
Parcel G/33/AL	22036 CABIN BRANCH AVE	3	
Parcel G/31/AL	22040 CABIN BRANCH AVE	3	
Parcel G/29/AL	22044 CABIN BRANCH AVE	3	
Parcel I/51/AL	22000 CABIN BRANCH AVE	3	
Parcel I/49/AL	22004 CABIN BRANCH AVE	3	UP
Parcel I/47/AL	22008 CABIN BRANCH AVE	3	
Parcel I/45/AL	22012 CABIN BRANCH AVE	3	· - ·
Parcel I/43/AL	22016 CABIN BRANCH AVE	3	
Parcel I/41/AL	22020 CABIN BRANCH AVE	3	
Parcel J/67/AL	13745 LITTLE SENECA PKWY	3	
Parcel J/69/AL	13749 LITTLE SENECA PKWY	3	
Parcel J/71/AL	13753 LITTLE SENECA PKWY	3	
Parcel J/73/AL	13757 LITTLE SENECA PKWY	3	
Parcel J/75/AL	13761 LITTLE SENECA PKWY	3	
Parcel J/77/AL	13765 LITTLE SENECA PKWY	3	
Parcel J/79/AL	13769 LITTLE SENECA PKWY	3	
Parcel K/53/AL	13717 LITTLE SENECA PKWY	3	
Parcel K/55AL	13721 LITTLE SENECA PKWY	3	
Parcel K/57/AL	13725 LITTLE SENECA PKWY	3	
Parcel K/59/AL	13729 LITTLE SENECA PKWY	3	
Parcel K/61/AL	13733 LITTLE SENECA PKWY	3	
Parcel K/63/AL	13737 LITTLE SENECA PKWY	3	
Parcel K/65/AL	13741 LITTLE SENECA PKWY	3	

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Subdivision Name: Cabin Branch, Phase Toll-2 (NVR)

MONTGOMERY COUNTY, MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS 1401 Rockville Pike, 4th Floor, Rockville, Maryland 20852

## MODERATELY PRICED DWELLING UNITS DECLARATION OF COVENANTS FOR SALE SUBDIVISIONS

THIS DECLARATION OF COVENANTS, made this \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_, hereinafter set forth by <u>NVR</u>, Inc., owner (hereinafter referred to as "Declarant").

**NOW, THEREFORE**, Declarant hereby declares that all of the properties described hereinafter shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions:

## ARTICLE I

Declarant is the owner of all of the property set forth and described in the list attached hereto and made a part hereof as Exhibit 1. The properties are the subject of this Declaration of Covenants, and are hereinafter referred to as the Moderately Priced Dwelling Units (MPDUs).

#### <u>ARTICLE II</u>

For a period of thirty years beginning on the date of recordation of the deed from the Declarant to the initial purchaser of an MPDU, or such other period as established by law (the "Control Period"), the MPDUs and the improvements thereon and those that may subsequently be made to the MPDUs must not be sold or the mortgage or deed of trust note refinanced for an amount in excess of the maximum sales price established in accordance with Chapter 25A of the Montgomery County Code, 2014, as amended, and all applicable Executive Regulations. Closing costs, improvements and brokerage fees are defined and assessed in accordance with the terms of Chapter 25A and regulations adopted pursuant thereto. The resale price calculation for the MPDUs will be made in accordance with the change in the cost of living as measured by the Consumer Price Index (CPI-U for the Washington Metropolitan Area) published by the U.S. Department of Labor. If an MPDU is sold during the Control Period, the provisions contained in these covenants will be effective for an additional thirty years from the date of the subsequent sale of an MPDU; further, the thirty year Control Period will be renewed each and every time an MPDU is sold during the Control Period. MPDUs offered for resale during the Control Period must first be offered exclusively for 60 days to the Department of Housing and Community Affairs and to the Housing Opportunities Commission.

#### ARTICLE III

For the first sale of the MPDUs after the expiration of the Control Period referred to in Article II, the seller of the MPDU as a condition of transferring good title, must make a payment to the Housing Initiative Fund in accordance with the provisions contained in Chapter 25A of the Montgomery County Code, 2014, as amended, and all applicable Executive Regulations. After the required payment has been received by the Montgomery County Department of Finance, the restrictions contained in these Covenants will be released. The Housing Opportunities Commission of Montgomery County and other housing development agencies or non-profit corporations approved by the County Executive are exempt from this provision of the Covenants.

## ARTICLE IV

Purchasers of an MPDU must occupy the MPDU as their primary residence during the Control Period. Purchasers of an MPDU, except for the Housing Opportunities Commission and other housing development agencies or non-profit corporations approved by the County Executive, are not permitted to lease or rent their MPDU to other parties during the Control Period. This restriction may be waived by the County to allow a temporary rental of the MPDU for good and sufficient cause. The MPDU must be rented in accordance with regulations established by the County Executive and Purchasers must receive prior written permission from the County to rent their MPDU temporarily. Purchasers will be required to extend the Control Period for a time equal to the length of time the MPDU is rented.

#### ARTICLE V

Declarant, its heirs, assigns, and successors, hereby irrevocably assigns, transfers, and conveys unto Montgomery County, Maryland all its right, title, interest, or obligation to enforce and maintain in full force and effect, the terms, conditions, and requirements of this Declaration of Covenants.

### **ARTICLE VI**

The Declarant or Montgomery County, Maryland may enforce these Covenants by a proceeding, at law or in equity, against any person or persons violating or attempting to violate intentionally or otherwise, any covenant or restriction herein contained, either to restrain any violation hereof or to recover damages or monies, or to proceed against the land or the MPDUs to enforce any lien or obligation created by or resulting from these Covenants.

#### ARTICLE VII

These Covenants are binding upon the MPDUs, upon the Declarant and the MPDU Purchasers, upon the Declarant's and the MPDU Purchasers' heirs, successors, and assigns, and upon all transferees and transferors of the title to the MPDUs during the Control Period and until the fulfillment of all other provisions contained herein, including the payment required to be made to the Housing Initiative Fund under Article III.

#### ARTICLE VIII

The original deed of conveyance from the Declarant, its heirs, assigns or successors, and all subsequent transfers, assignments, and deeds of conveyance out by subsequent Purchasers of the MPDU, must, during the term of these Covenants, be a two-party deed that contains conspicuous language specifically reciting that the MPDU is subject to these Covenants and the requirements of Chapter 25A of the Montgomery County Code, 2014, as amended, and referencing the date of recordation of these Covenants among the land records of Montgomery

County, Maryland, including the Liber and Folio reference. Notice must also be included in any contract of sale for an MPDU that fully and completely discloses the rental and resale price restrictions and controls established herein. All subsequent Purchasers of an MPDU must likewise provide such notice in contracts of sale.

### ARTICLE IX

These Covenants cannot be terminated without the written consent of the County, and except by the expiration of the Control Period defined in Article II, any extension of the Control Period described in Article IV, or a foreclosure sale as provided in Article X, and the Montgomery County Department of Finance's receipt of the proper payment to the Housing Initiative Fund provided in Article III. After receiving the appropriate payment for the Housing Initiative Fund, a termination statement, executed by the County Executive of Montgomery County will be recorded among the land records of Montgomery County, Maryland.

## ARTICLE X

If the MPDU is sold at a foreclosure sale, the restrictions contained in the Covenants will be terminated after the County receives the payment required to be made to the Housing Initiative Fund in accordance with the provisions of Chapter 25A of the Montgomery County Code, 2014, as amended, and all applicable Executive Regulations.

### **ARTICLE XI**

If any default occurs and is continuing, the County may apply to any state or federal court having jurisdiction for specific performance of the Declaration of Covenants, for an injunction against any violation of this Declaration of Covenants, or for such other relief at law or in equity as may be appropriate and consistent with applicable requirements of the Declaration of Covenants. No remedy conferred upon or reserved to the County by this Declaration of Covenants is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and is in addition to every other remedy given under this Declaration of Covenants, existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this Article will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default hereunder, the County incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the County must be reimbursed upon demand by the party or parties for reasonable expenses paid to third parties.

## <u>ARTICLE XII</u>

In the event any provision of this Declaration of Covenants shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

### JURATS APPEAR ON FOLLOWING PAGE

**IN WITNESS WHEREOF,** Declarant <u>NVR, Inc.</u> has caused these presents to be executed by <u>Brian Afnan</u> its <u>Vice President/Director, Land</u>, and its corporate seal to be affixed hereto, and does appoint <u>Brian Afnan</u> its true and lawful attorney-in-fact to acknowledge and deliver these presents.

#### **DECLARANT:**

NVR, INC. A Virginia Corporation

BY:

Name: Brian Afnan Title: Vice President/Director, Land

STATE OF

COUNTY OF

I HEREBY CERTIFY that on this \_\_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_, personally appeared <u>Brian Afnan</u>, <u>Vice President/Director, Land</u> of <u>NVR</u>, Inc. who is personally well known to me, or proven to be, the person named as attorney-in-fact as aforesaid, and by virtue vested in him as aforesaid, acknowledged the same to be the act and deed of NVR, Inc., the Declarant herein, for the purposes herein contained.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

My Commission Expires: \_\_\_\_\_

**NOTARY PUBLIC** 

## Exhibit 1 Property Description

# THE PROPERTY: Cabin Branch, Phase Toll-2 (NVR)

This property was acquired by <u>NVR, Inc.</u> on <u>September 21, 2015</u>. The Deed is recorded at Liber <u>51061</u> Folio <u>045</u>.

Identify the MPDUs by LOT, BLOCK, PLAT NUMBER, PLAT BOOK, STREET ADDRESS, and TAX ACCOUNT NUMBER or PARCEL IDENTIFYING NUMBER. The Record Plat is recorded in Plat Book \_\_\_\_\_\_\_\_at Plat Number \_\_\_\_\_\_.

LOT	BLOCK	STREET ADDRESS	TAX NUMBER
21	AF	14144 Jaeger Road	
22	AF	14142 Jaeger Road	
23	AF	14140 Jaeger Road	
24	AF	14138 Jaeger Road	
25	AF	14136 Jaeger Road	
36	AF	21843 Woodcock Way	
37	AF	21845 Woodcock Way	
38	AF	21847 Woodcock Way	
39	AF	21849 Woodcock Way	
40	AF	21851 Woodcock Way	

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## **EXHIBIT D-2 Declaration of Covenants Winchester Homes, Inc.**

Attach applicable unexecuted MPDU covenants form (for sale or rental)

Subdivision Name: Cabin Branch, Phase Toll-1 (Winchester)

MONTGOMERY COUNTY, MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS 1401 Rockville Pike, 4th Floor, Rockville, Maryland 20852

## MODERATELY PRICED DWELLING UNITS <u>DECLARATION OF COVENANTS</u> <u>FOR SALE SUBDIVISIONS</u>

THIS DECLARATION OF COVENANTS, made this \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_, hereinafter set forth by <u>Winchester Homes Inc.</u>, owner (hereinafter referred to as "Declarant").

**NOW, THEREFORE**, Declarant hereby declares that all of the properties described hereinafter shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions:

### ARTICLE I

Declarant is the owner of all of the property set forth and described in the list attached hereto and made a part hereof as Exhibit 1. The properties are the subject of this Declaration of Covenants, and are hereinafter referred to as the Moderately Priced Dwelling Units (MPDUs).

#### **ARTICLE II**

For a period of thirty years beginning on the date of recordation of the deed from the Declarant to the initial purchaser of an MPDU, or such other period as established by law (the "Control Period"), the MPDUs and the improvements thereon and those that may subsequently be made to the MPDUs must not be sold or the mortgage or deed of trust note refinanced for an amount in excess of the maximum sales price established in accordance with Chapter 25A of the Montgomery County Code, 2014, as amended, and all applicable Executive Regulations. Closing costs, improvements and brokerage fees are defined and assessed in accordance with the terms of Chapter 25A and regulations adopted pursuant thereto. The resale price calculation for the MPDUs will be made in accordance with the change in the cost of living as measured by the Consumer Price Index (CPI-U for the Washington Metropolitan Area) published by the U.S. Department of Labor. If an MPDU is sold during the Control Period, the provisions contained in these covenants will be effective for an additional thirty years from the date of the subsequent sale of an MPDU; further, the thirty year Control Period will be renewed each and every time an MPDU is sold during the Control Period. MPDUs offered for resale during the Control Period must first be offered exclusively for 60 days to the Department of Housing and Community Affairs and to the Housing Opportunities Commission.

## ARTICLE III

For the first sale of the MPDUs after the expiration of the Control Period referred to in Article II, the seller of the MPDU as a condition of transferring good title, must make a payment to the Housing Initiative Fund in accordance with the provisions contained in Chapter 25A of the Montgomery County Code, 2014, as amended, and all applicable Executive Regulations. After the required payment has been received by the Montgomery County Department of Finance, the restrictions contained in these Covenants will be released. The Housing Opportunities Commission of Montgomery County and other housing development agencies or non-profit corporations approved by the County Executive are exempt from this provision of the Covenants.

### ARTICLE IV

Purchasers of an MPDU must occupy the MPDU as their primary residence during the Control Period. Purchasers of an MPDU, except for the Housing Opportunities Commission and other housing development agencies or non-profit corporations approved by the County Executive, are not permitted to lease or rent their MPDU to other parties during the Control Period. This restriction may be waived by the County to allow a temporary rental of the MPDU for good and sufficient cause. The MPDU must be rented in accordance with regulations established by the County Executive and Purchasers must receive prior written permission from the County to rent their MPDU temporarily. Purchasers will be required to extend the Control Period for a time equal to the length of time the MPDU is rented.

#### ARTICLE V

Declarant, its heirs, assigns, and successors, hereby irrevocably assigns, transfers, and conveys unto Montgomery County, Maryland all its right, title, interest, or obligation to enforce and maintain in full force and effect, the terms, conditions, and requirements of this Declaration of Covenants.

#### ARTICLE VI

The Declarant or Montgomery County, Maryland may enforce these Covenants by a proceeding, at law or in equity, against any person or persons violating or attempting to violate intentionally or otherwise, any covenant or restriction herein contained, either to restrain any violation hereof or to recover damages or monies, or to proceed against the land or the MPDUs to enforce any lien or obligation created by or resulting from these Covenants.

### ARTICLE VII

These Covenants are binding upon the MPDUs, upon the Declarant and the MPDU Purchasers, upon the Declarant's and the MPDU Purchasers' heirs, successors, and assigns, and upon all transferees and transferors of the title to the MPDUs during the Control Period and until the fulfillment of all other provisions contained herein, including the payment required to be made to the Housing Initiative Fund under Article III.

#### **ARTICLE VIII**

The original deed of conveyance from the Declarant, its heirs, assigns or successors, and all subsequent transfers, assignments, and deeds of conveyance out by subsequent Purchasers of the MPDU, must, during the term of these Covenants, be a two-party deed that contains conspicuous language specifically reciting that the MPDU is subject to these Covenants and the requirements of Chapter 25A of the Montgomery County Code, 2014, as amended, and referencing the date of recordation of these Covenants among the land records of Montgomery County, Maryland, including the Liber and Folio reference. Notice must also be included in any

contract of sale for an MPDU that fully and completely discloses the rental and resale price restrictions and controls established herein. All subsequent Purchasers of an MPDU must likewise provide such notice in contracts of sale.

### ARTICLE IX

These Covenants cannot be terminated without the written consent of the County, and except by the expiration of the Control Period defined in Article II, any extension of the Control Period described in Article IV, or a foreclosure sale as provided in Article X, and the Montgomery County Department of Finance's receipt of the proper payment to the Housing Initiative Fund provided in Article III. After receiving the appropriate payment for the Housing Initiative Fund, a termination statement, executed by the County Executive of Montgomery County will be recorded among the land records of Montgomery County, Maryland.

## ARTICLE X

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#### ARTICLE XI

If any default occurs and is continuing, the County may apply to any state or federal court having jurisdiction for specific performance of the Declaration of Covenants, for an injunction against any violation of this Declaration of Covenants, or for such other relief at law or in equity as may be appropriate and consistent with applicable requirements of the Declaration of Covenants. No remedy conferred upon or reserved to the County by this Declaration of Covenants is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and is in addition to every other remedy given under this Declaration of Covenants, existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this Article will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default hereunder, the County incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the County must be reimbursed upon demand by the party or parties for reasonable expenses paid to third parties.

### ARTICLE XII

In the event any provision of this Declaration of Covenants shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

## JURATS APPEAR ON FOLLOWING PAGE

**IN WITNESS WHEREOF,** Declarant <u>Winchester Homes Inc.</u> has caused these presents to be executed by <u>Michael J. Conley</u> its <u>Vice President</u>, and its corporate seal to be affixed hereto, and does appoint <u>Michael J. Conley</u> its true and lawful attorney-in-fact to acknowledge and deliver these presents.

### **DECLARANT:** WINCHESTER HOMES INC.

BY:

Name: Michael J. Conley Title: Vice President

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

I HEREBY CERTIFY that on this \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_, personally appeared Michael J. Conley, Vice President of Winchester Homes Inc. who is personally well known to me, or proven to be, the person named as attorney-in-fact as aforesaid, and by virtue vested in him as aforesaid, acknowledged the same to be the act and deed of Winchester Homes Inc., the Declarant herein, for the purposes herein contained.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

My Commission Expires:

**NOTARY PUBLIC** 

## Exhibit 1 Property Description

### THE PROPERTY: Cabin Branch, Phase Toll-1 (Winchester)

This property was acquired by Winchester Homes Inc.onJune 16, 2014.The Deed is recorded at Liber48860Folio442

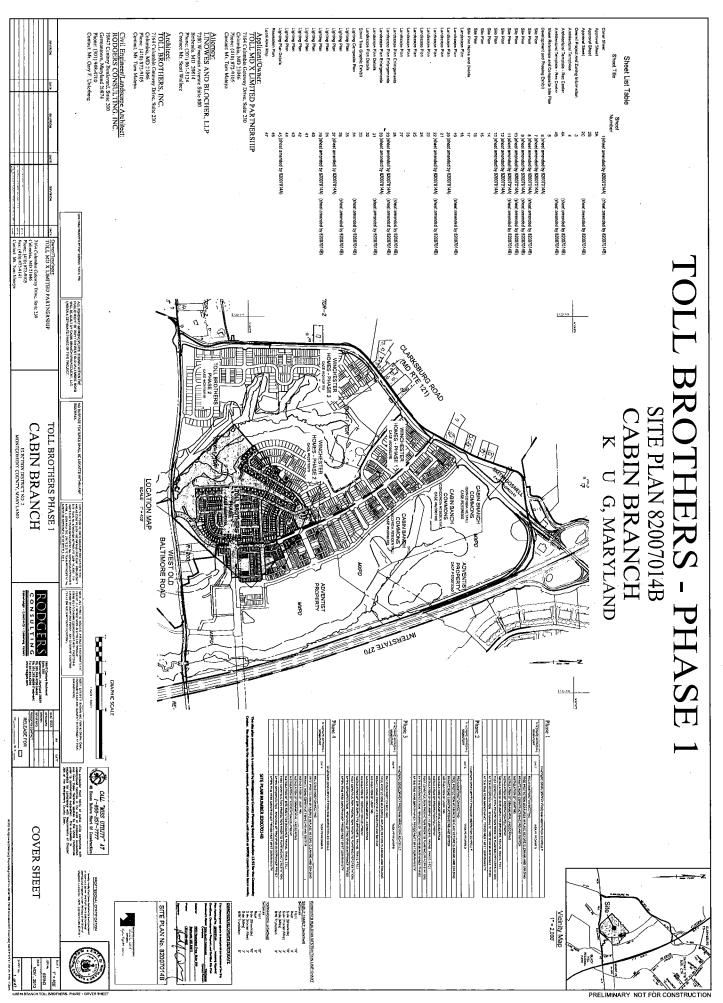
Identify the MPDUs by LOT, BLOCK, PLAT NUMBER, PLAT BOOK, STREET ADDRESS, and TAX ACCOUNT NUMBER or PARCEL IDENTIFYING NUMBER. The Record Plat is recorded in Plat Book \_\_\_\_\_\_ at Plat Number \_\_\_\_\_.

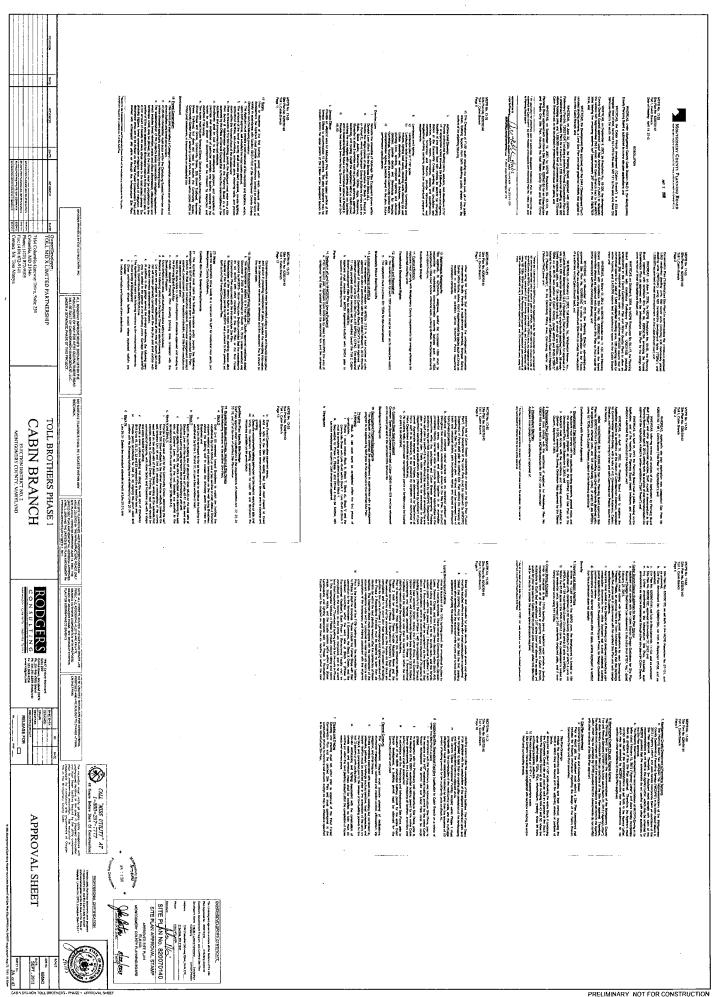
LOT	BLOCK	STREET ADDRESS	TAX NUMBER
65	Т	13644 Harrier Way	
66	Т	13642 Harrier Way	
67	Т	13640 Harrier Way	
	,		
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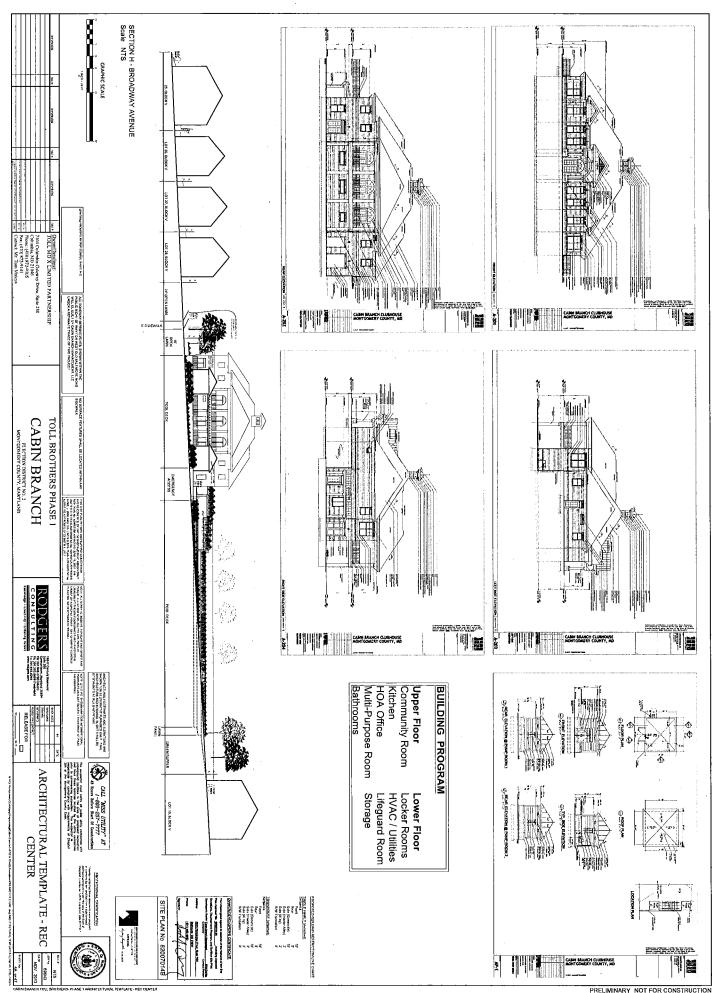
## <u>EXHIBIT E</u> Certified Site Plan (or Approved Preliminary Plan if no Site Plan is Required) NVR, Inc. Winchester Homes, Inc.

Attach one civil set reduced to 81/2" x 11" and also provide one full-size civil set

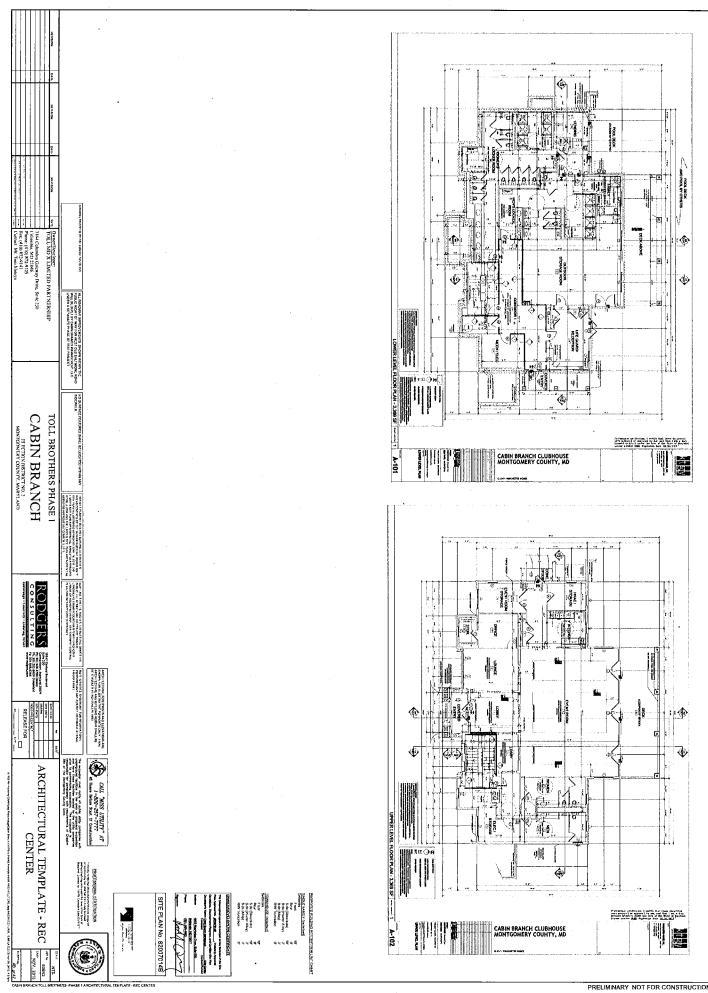


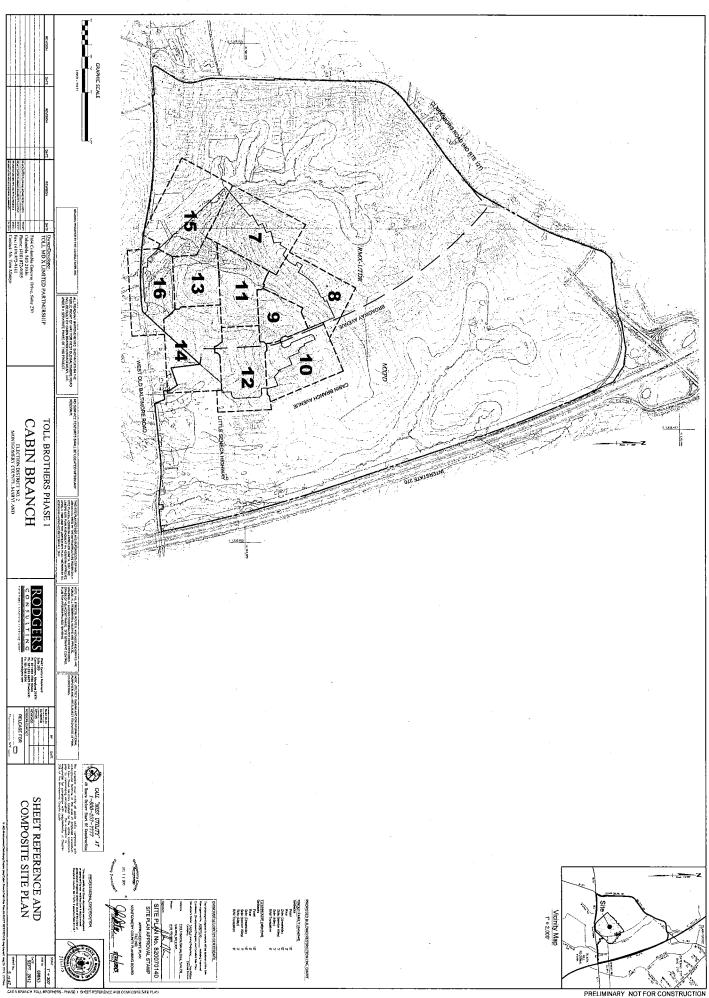


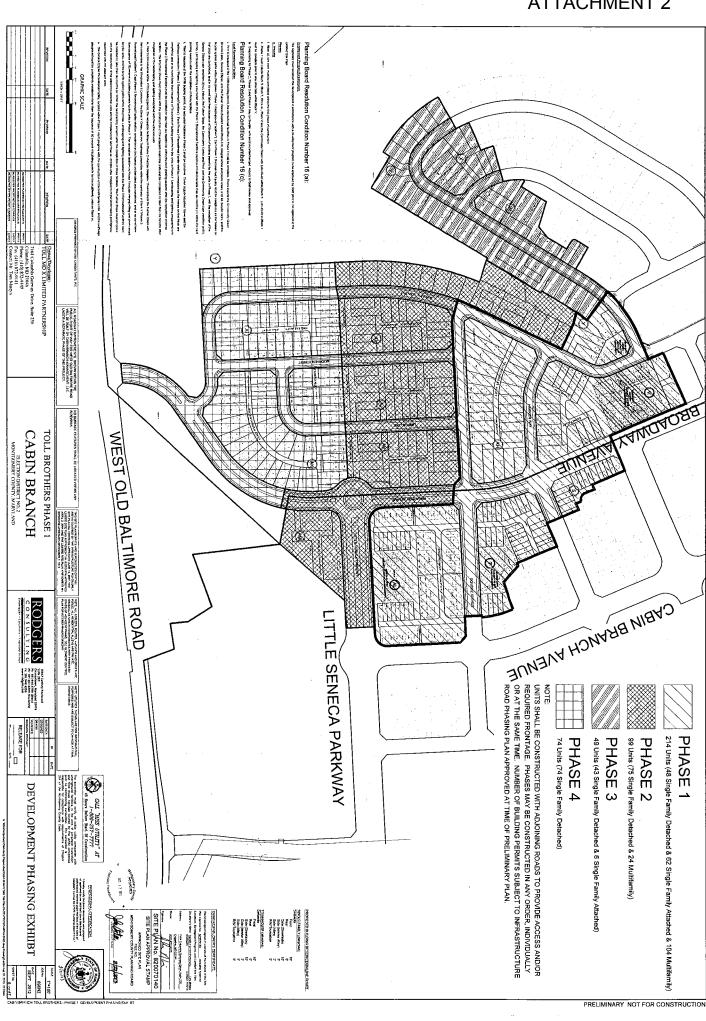
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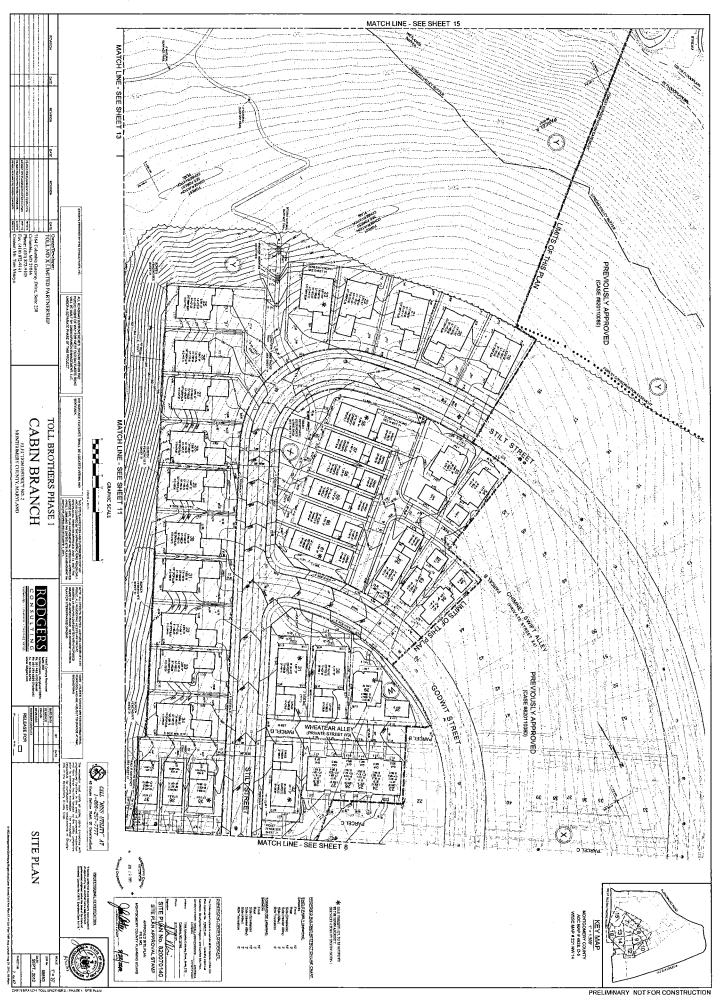


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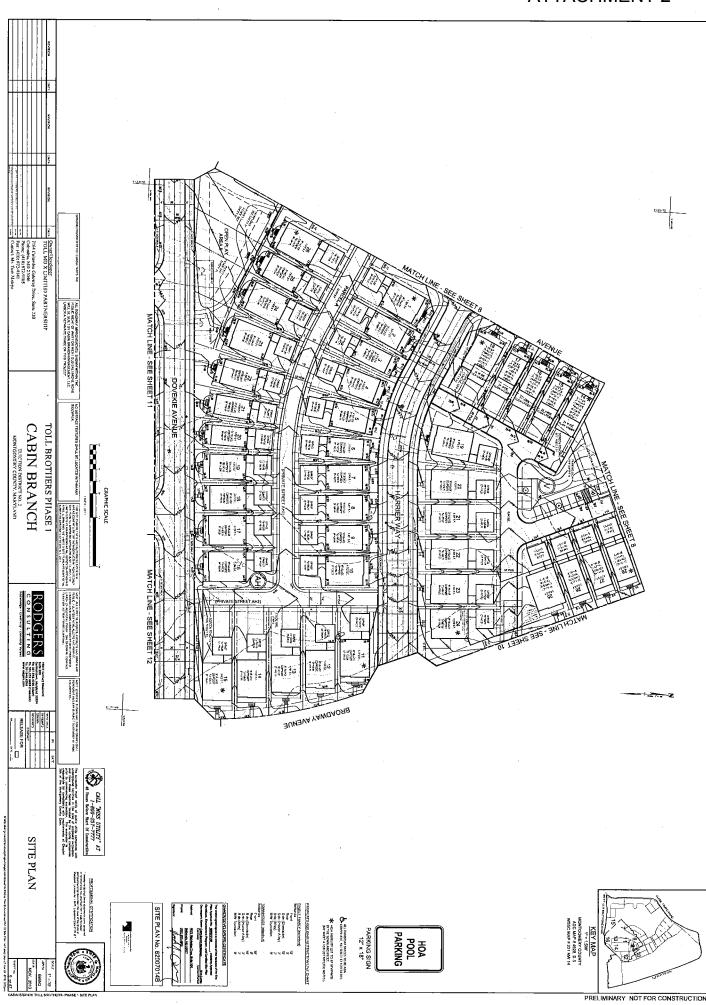


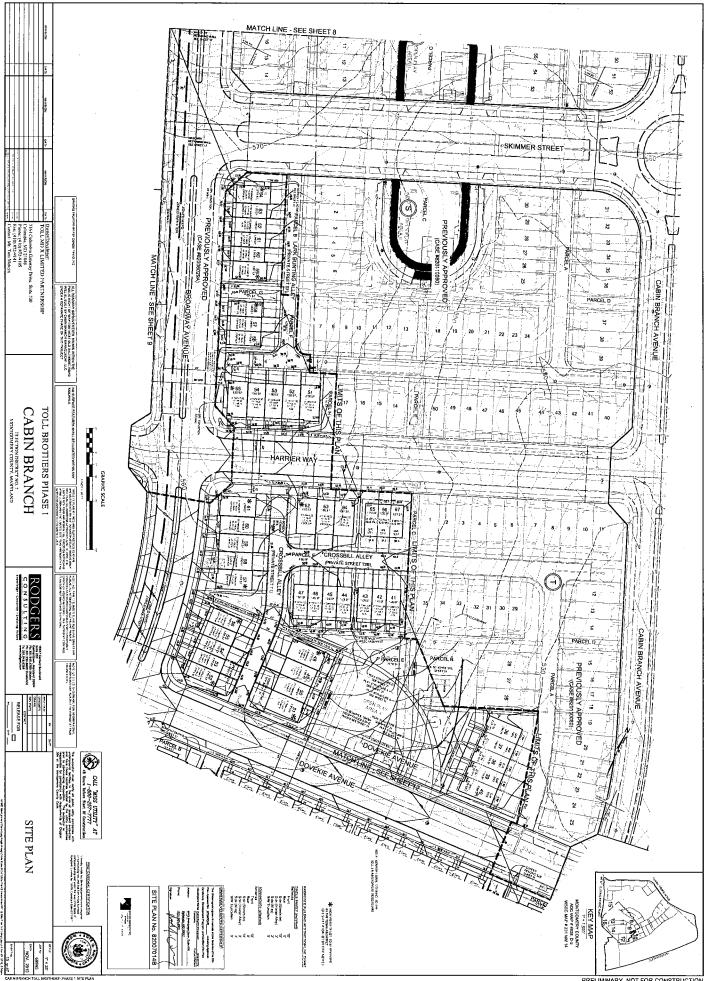


WATCH LINE F a a a are Box SECTION A- FULMER STEPS Scale: 1"=5" 1954 195 stard Ja-1 setti 99 10" 3:1 SLOPE MATCH LINE S'WALX The second Ð, 9%. SEATINO AREA ٢ States INTERPORT \* 1117 | 11 Slobe 21 24 1 50 61 64-69 10-69 10-69 h ULMER AVENU 5 WALK STUT STREE TOLL MD X LIMITED PARTNERSHIP 5 情得 7164 Columbia Galeway Drive, State 230 Columbia, MD 21046 Phone: (410) 872-8105 Phone: (410) 872-20141 Contact: Mr. Tom Maleya - HERDANDAL ROMALE DIAMONDAL DEL BURCH (N. KOMAL BEC BURCH (N. KOMAL) BEC BURCH (N. KOMAL) BEC BURCH (N. KOMAL) BEC BURCH (N. KOMAL) N ANA /\* LINNID, NO 17\*4-3:1 SLOPE 1 MATCH LINE - SEE SHEET 9 /\* ġ ÷. 3 (ji LIMITS OF ALL ROADWAY MEROVEMENTS SHOWN WITHIN THE PURCE REACH OF WAT OF WATH OLD BAT THORE ROAD WILL OF DURI, THE CAUND MARKET IN MACEANY, LLE, UNDER A DEPARATE PLACE OF THIS PROJECT. NIS-COLOR NIS-CO PREVIOUSLY APPROVED SWALK SO SO SO NOTE: POOL AND POOL DECK SUBJECT TO CHANGE PER MONTGOMERY COUNTY PERMIT(S). HERDANISA BREAM & 13++- SWM SWALE ŀ I MERLIN AL NO SURFACE FEATURES SHALL BE LOCATED WITHIN MAY CABIN BRANCH TOLL BROTHERS PHASE 1 78-0 78-1 5-11 0.0-0 1.8-1 1.9-1 ELECTION DISTRICT NO. 2 JONTGOMERY COUNTY, MARYLAND 1.000-11.000 94 94 94 94 94 94 94 94 94 94 2010 2010 2010 2010 2010 \*\*\* GRAPHIC SCALE TISCATCHER STREET. THE GUT FORM HET WICE AND SUPERITURES CENTRAL MEDIA CONFERENCE AT MEMORY MEDIALITIES AND ADDRESS WITH MEMORY AND ADDRESS AT MEMORY AND ADDRESS AND ADDRESS WITH MEMORY AND ADDRESS AND ADD PREVIOUSLY APPROVED NOTE UTILITED BY DAY ARE FUN INFORMATION I PURINESS AND ARE RUNDED. TO CEMAND AT SMALL STRUCTURES RELEASE FOR EULATERAYENUE Tarian Contraction The encoder way calls of adds table comparise with anti-propert further in the new property of encoders and have invest facility interaction by the UNA's comparise order to communic extension. This accordance is expensible for complements forward table. CALL "WISS UTILITY" AT 1-800-257-7777 d Baun Bakes Surt Of Construction SITE PLAN PROFT/SUDAL CERTIFICATION 1. Insular registration deserves was proported at systematic transition to the first of performance of the sub-the state of the State state of the state state of the state of the state of the state of the state state of the state state of the 14 PERPORT NUKANA SCRETON UNE CHAPT Senator Ford II Barton II Data II Dat TOWN-HOUSE (stillarished) Partise-tat Rate Bate Side (Stromaticale) Side (Norma Allwy) Side (Alfrey) RW Truncation SITE PLAN No. 82007014B MEBDENTLOPERT CERTIFICATI CONVERSION OF SHEET 17 FOR OTHER WE HERVOUNT FOR TO AT RIVEWED BY THE TOWN ARCHITCT (SPE SHEET A FOR LDT SPECIFIC ACTIV) KEY MAP 1\*=1,500' MONTCOMERY COUNTY ADD WAP # 4928, 0-5 WSSC MAP # 201 NW 14 FOR PROPERTY OF LEGTING VEHICLE PARAMA a sprai is second al te benan al he fits in Spirit an United at the benan al he fits alornel Pergen and Outball fits Part had way AT LANSING MADE NOV., 20

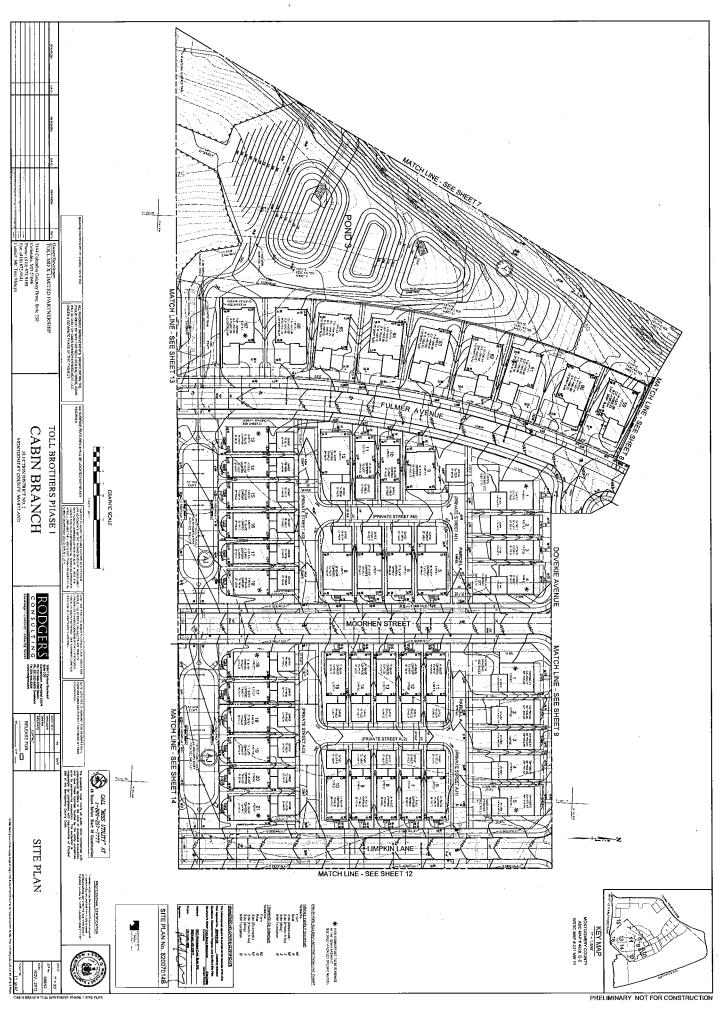
**ATTACHMENT 2** 

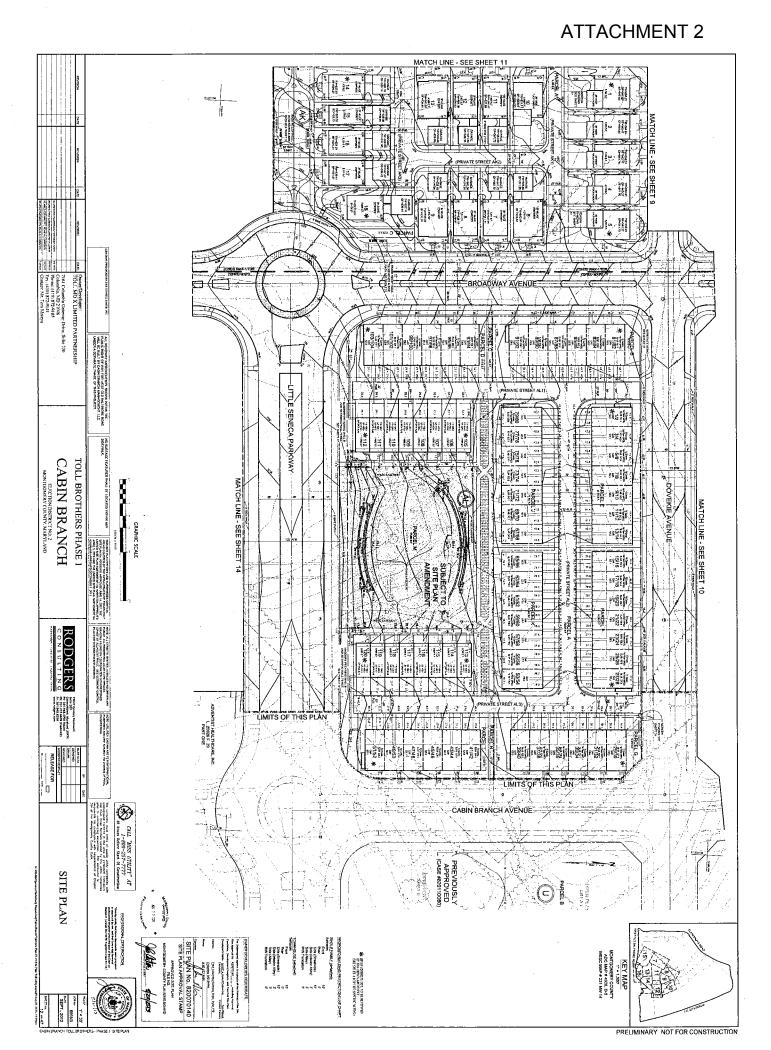
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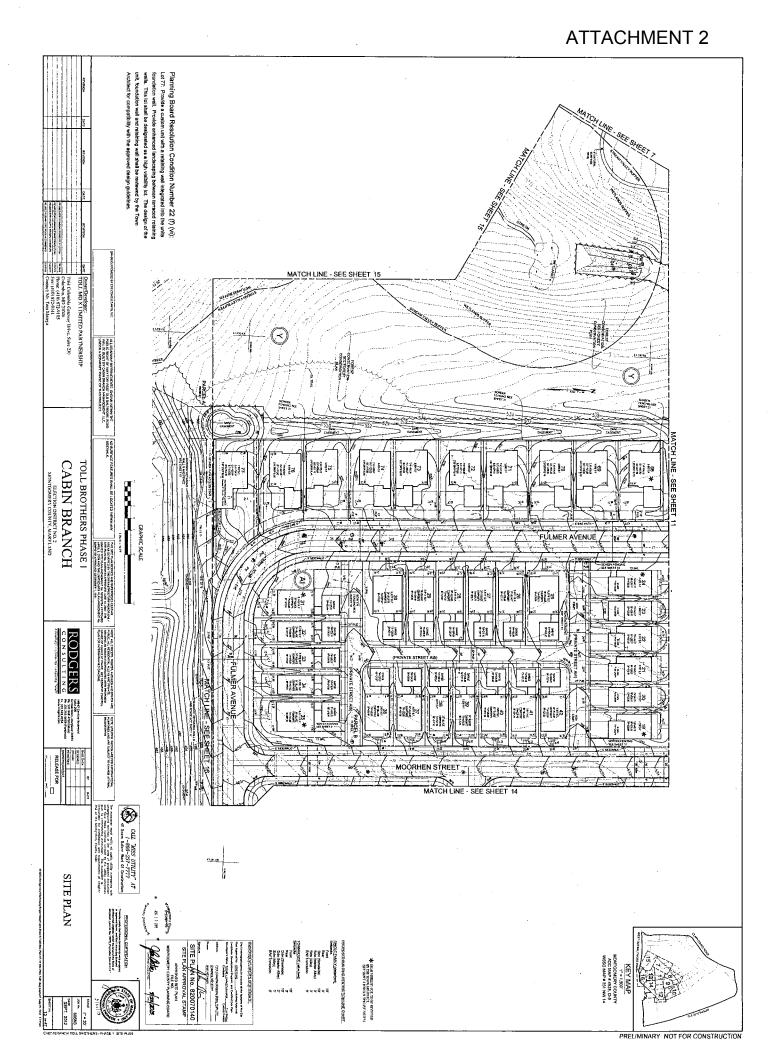


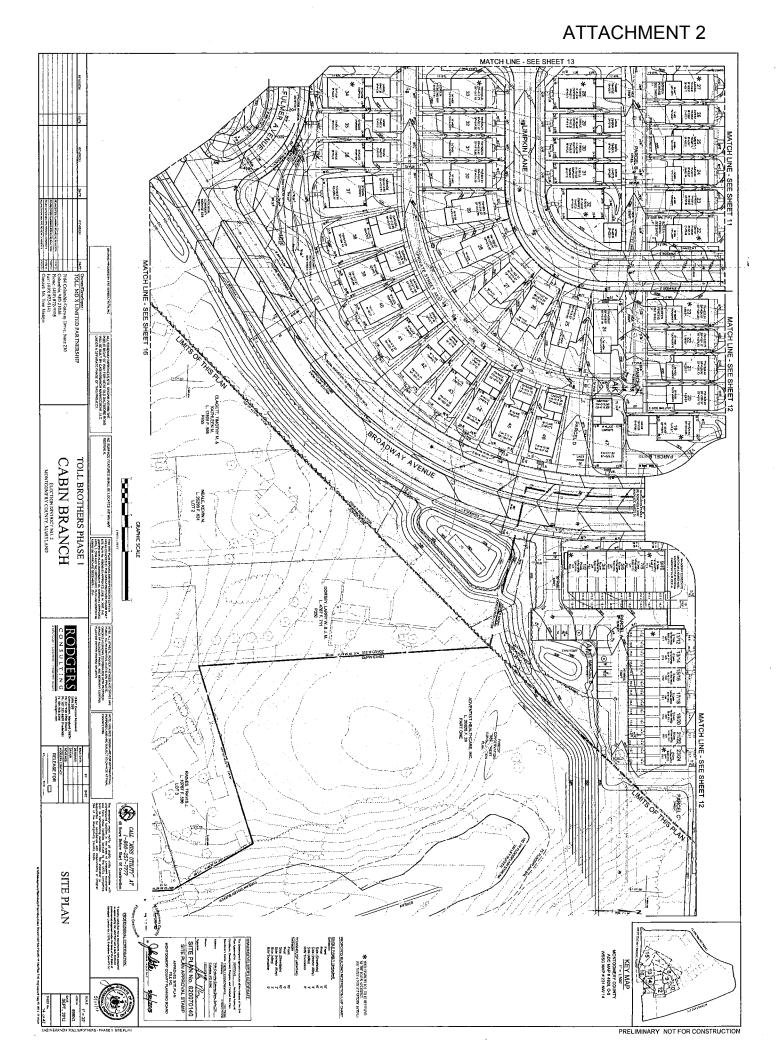


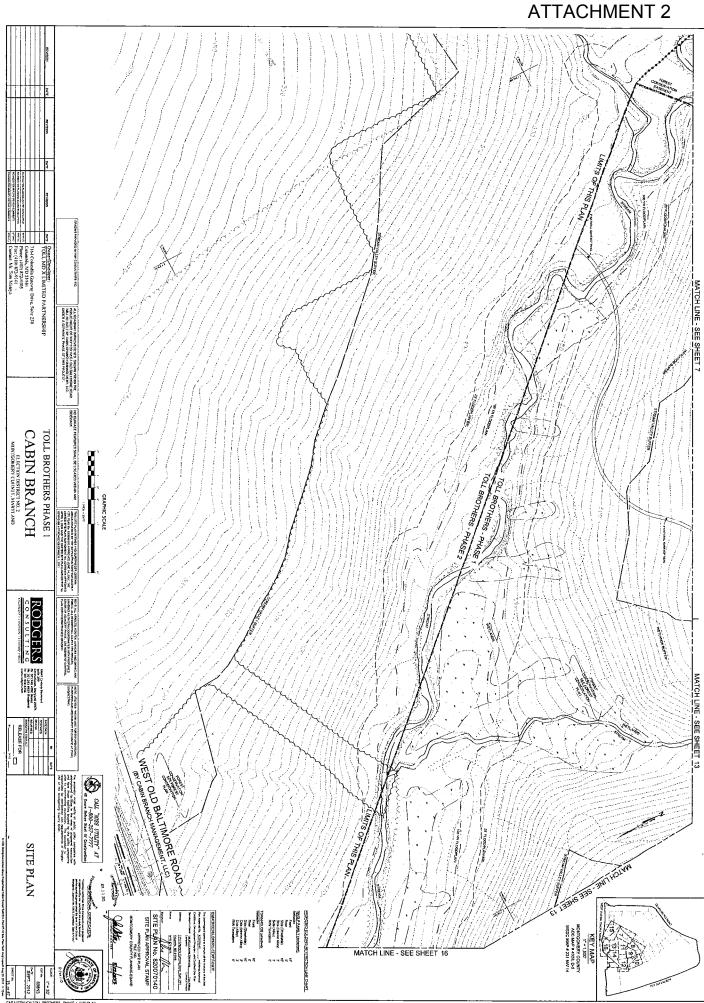
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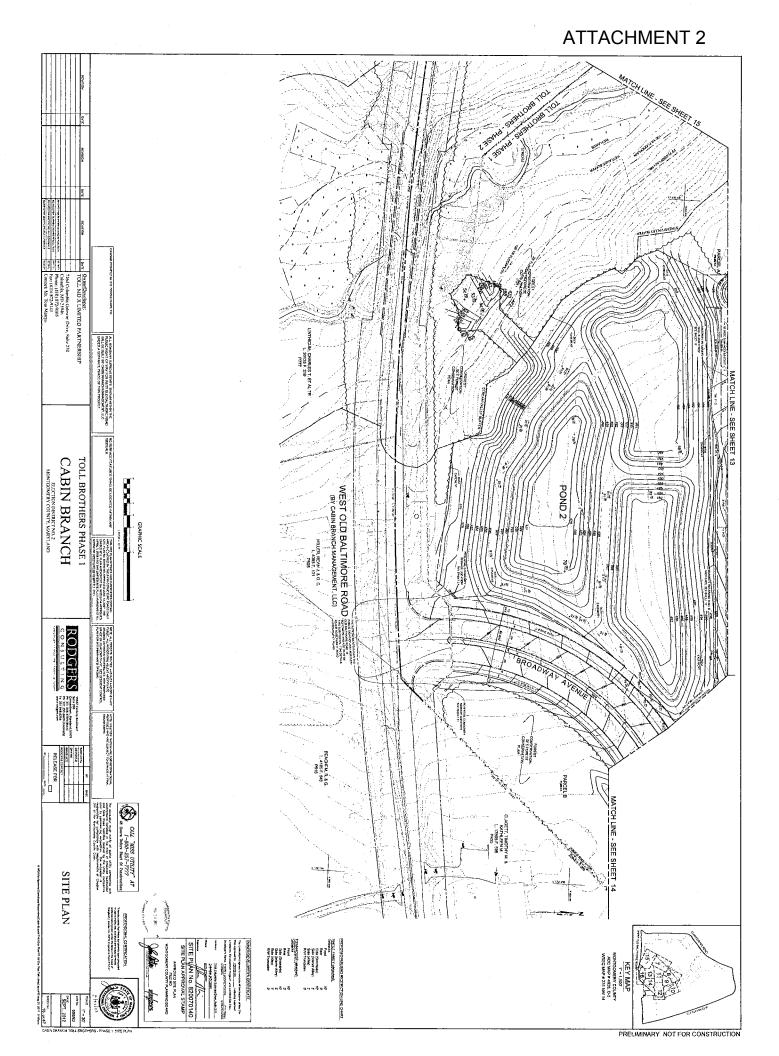


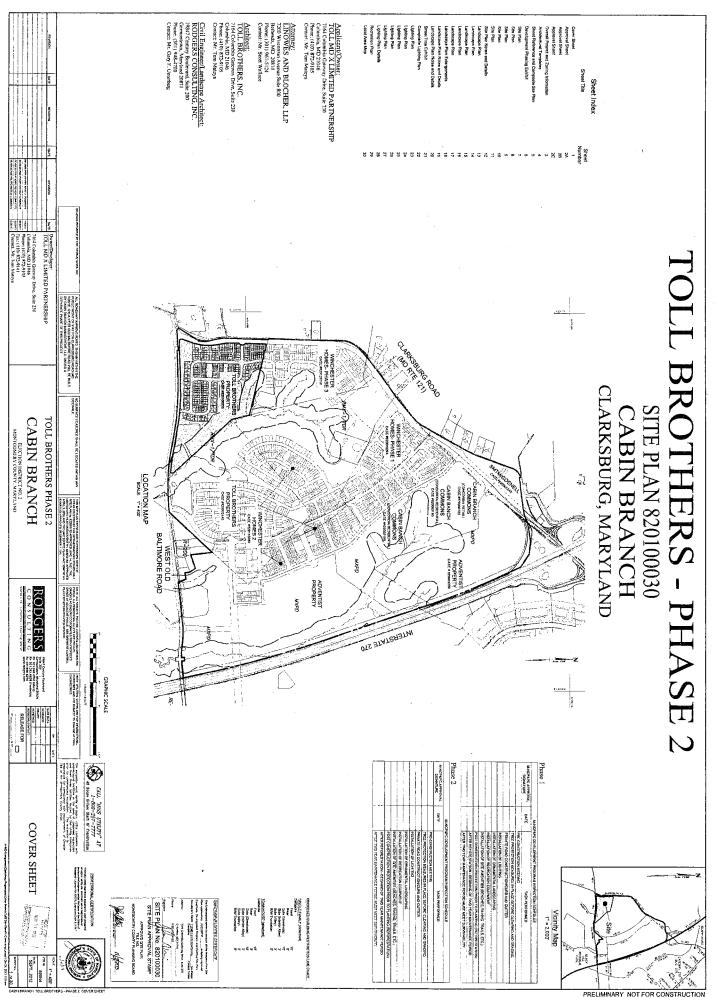


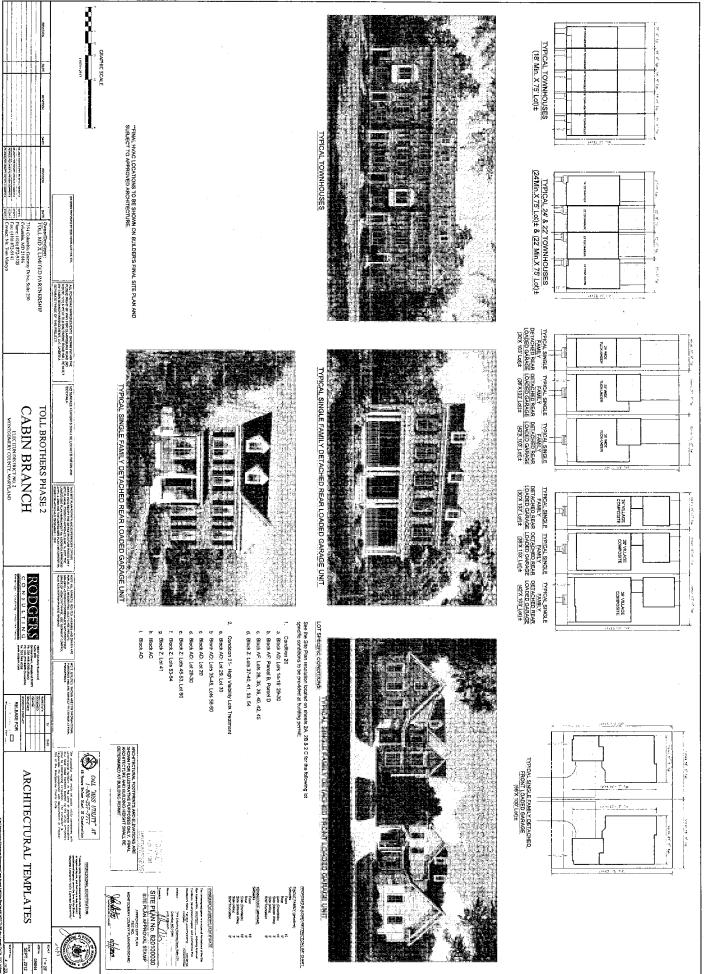




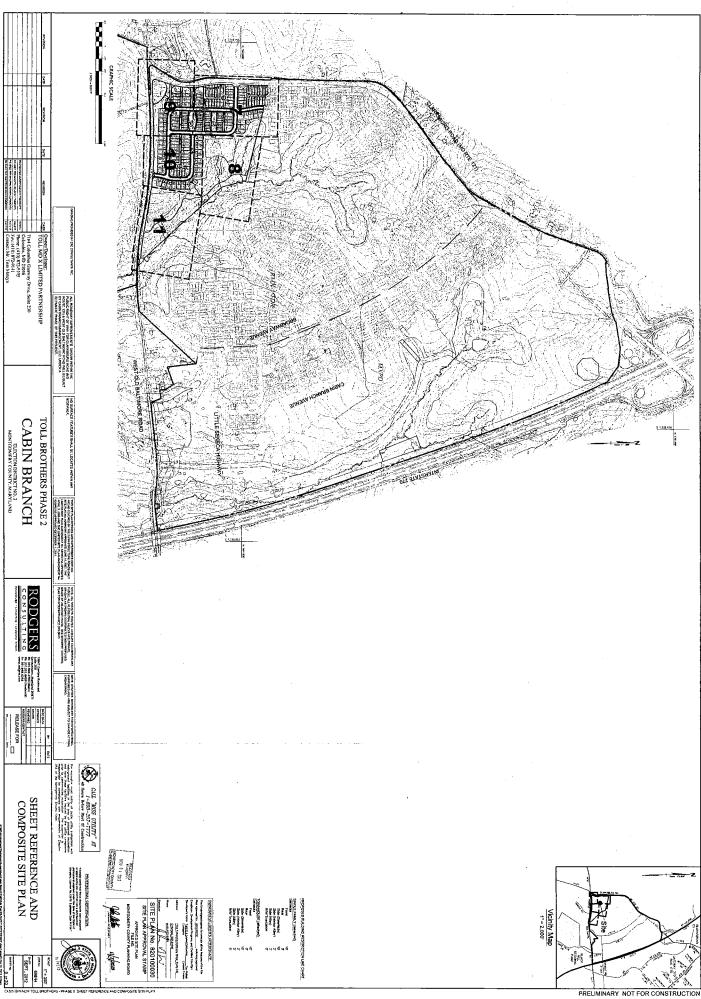
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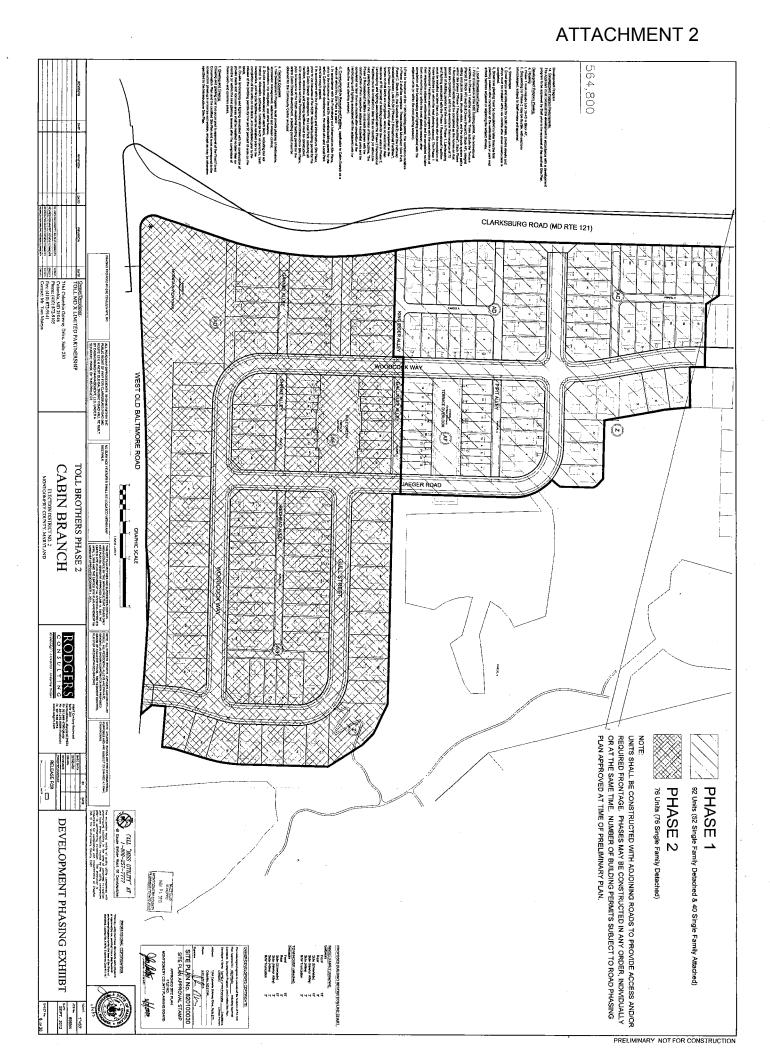


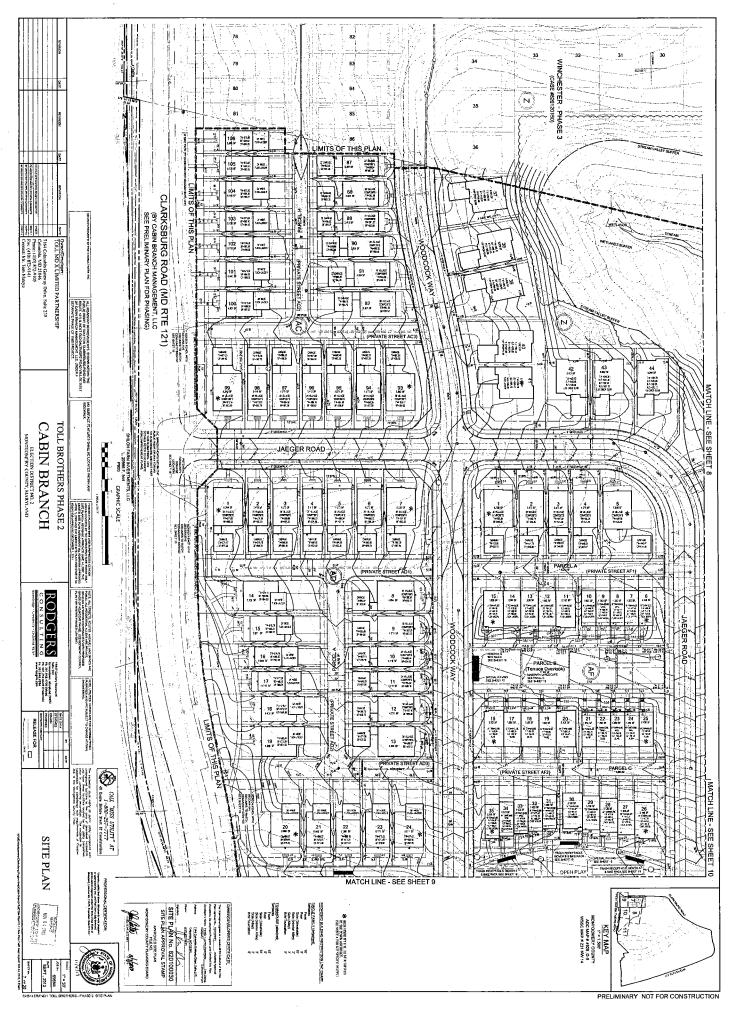


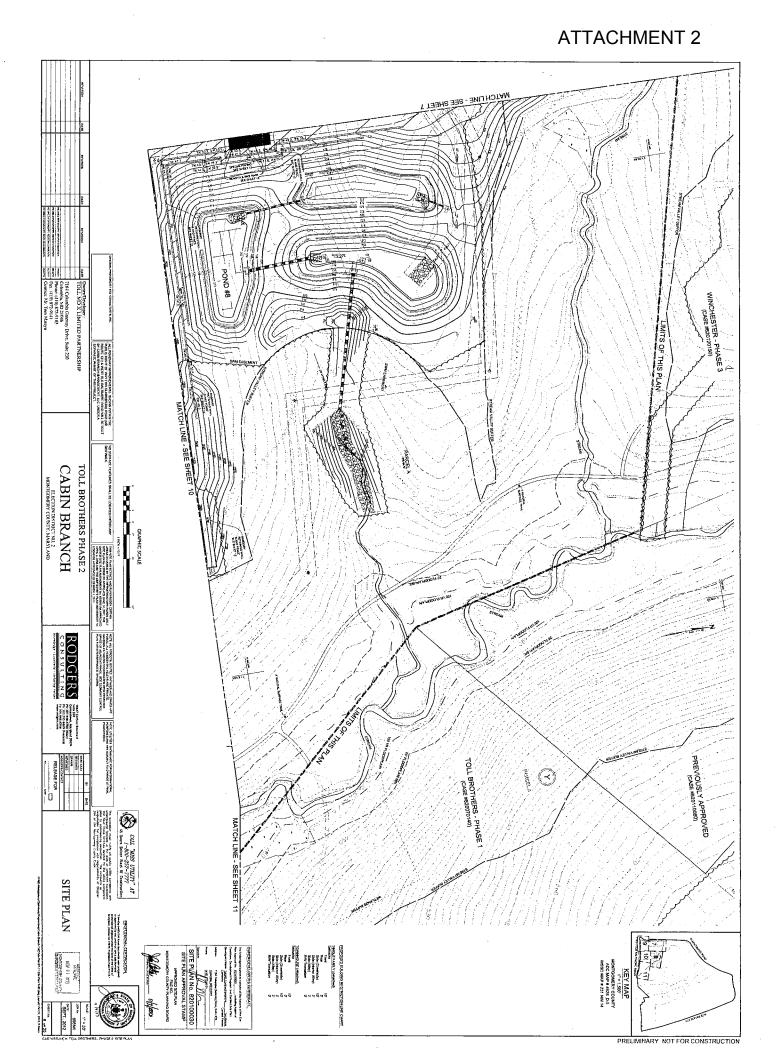


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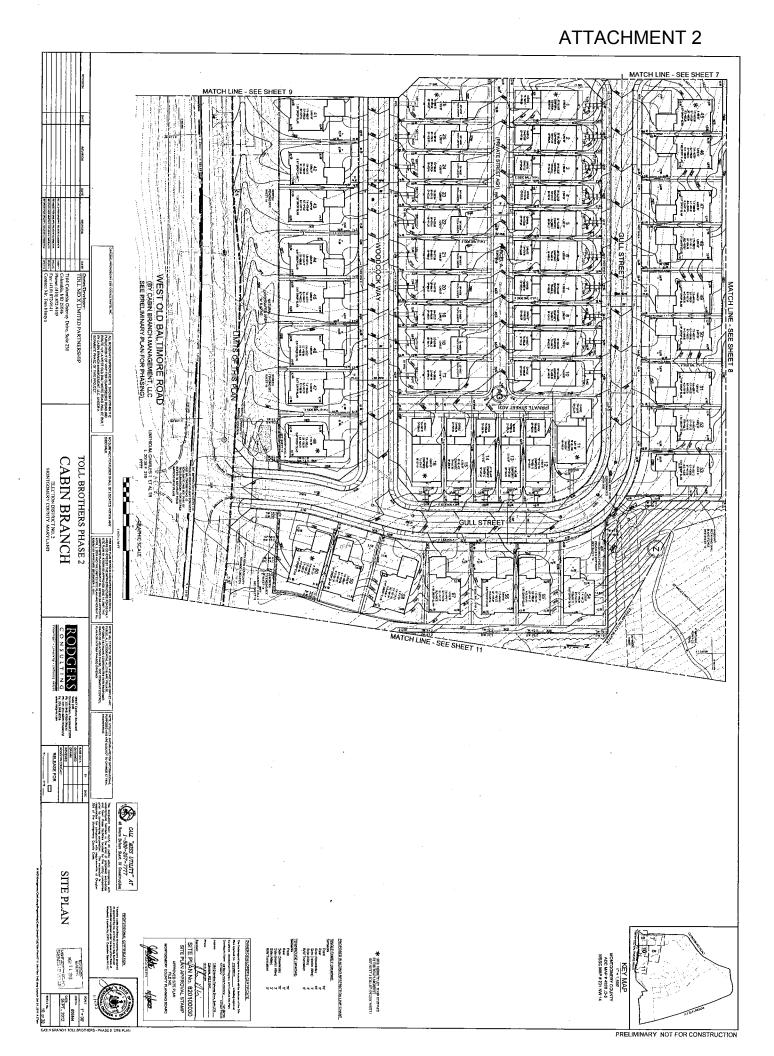


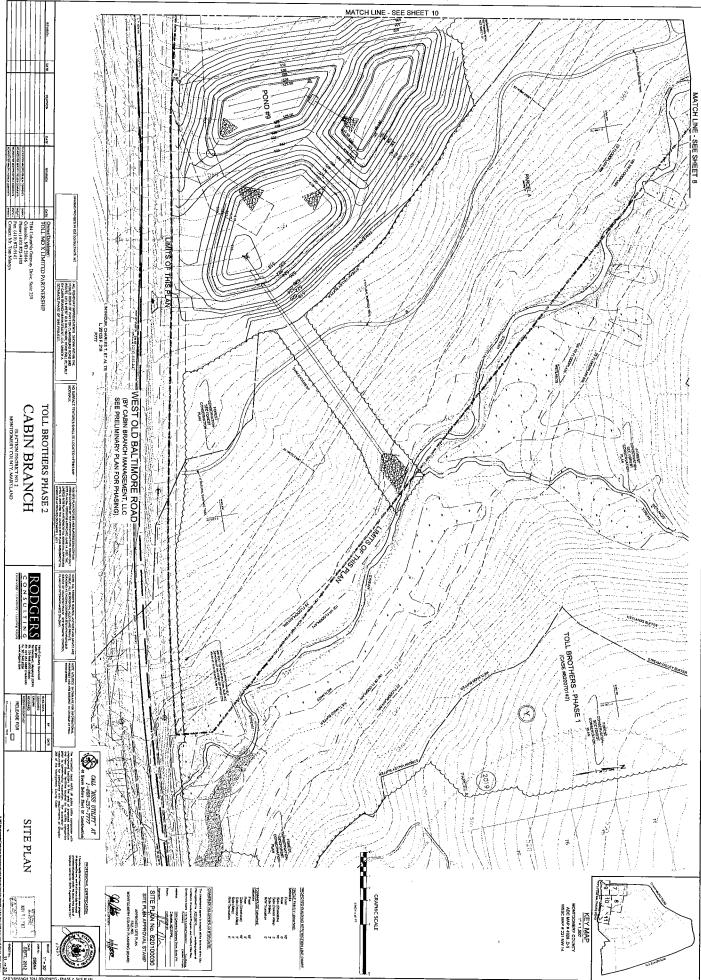












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## EXHIBIT F-1 **Floor Plans and Summary Chart** NVR, Inc.

For single family dwellings (including townhouses), attach a floor plan of each MPDU type with dimensions and square footage. For garden and high-rise buildings, attach a floor plan of each MPDU type with dimensions and square footage, and a typical floor plan of the building(s) showing locations of MPDUs and market rate units on each floor, with the appropriate summary chart (below) of location and bedroom composition of MPDUs and market rate units. (Please attach additional pages if necessary.)

Summai	cy of Unit	DISTRIDU	шоп ву г	ounuing a	anu onu	Type(G	aluen Ap	attment	sj
	MOP 41			imber of	Units 🦲				
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Bldg. MPDU	Market	MPDU.	Market	MPDU	Market	MPDU	Market	MPDU	Market
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### Summary of Unit Distribution by Building and Unit Type (Garden Anartments)

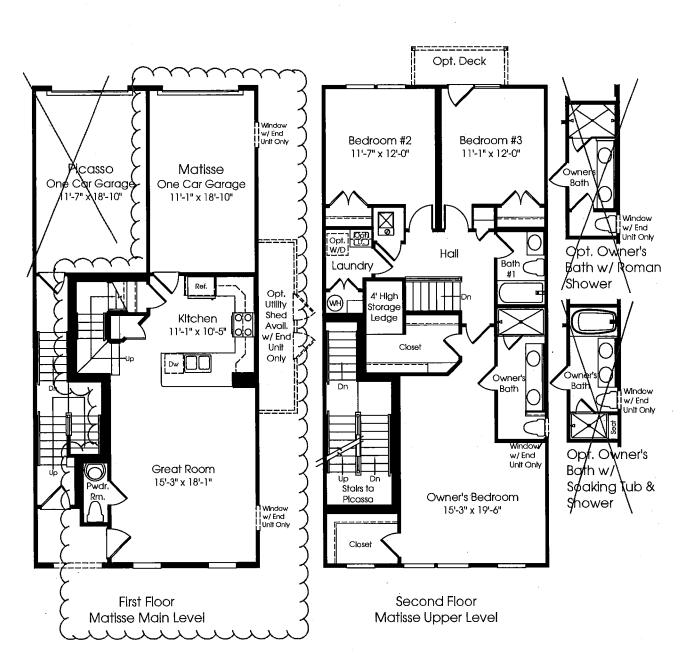
Summary of Unit Distribution by Floor and Unit Type (High-Rise Apartments)												
Sec.	Summary of Unit Distribution by Floor and Unit Type (High-Rise Apartments)         Number of Units         Number of Units         Two Bedroom       Total         Floor       MPDU       Market       MPDU       Market       MPDU       Market											
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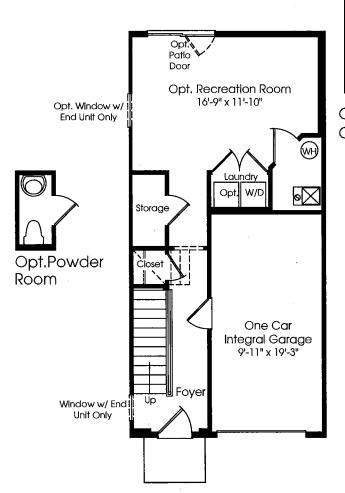
**ATTACHMENT 2** 

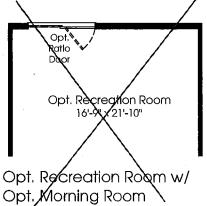


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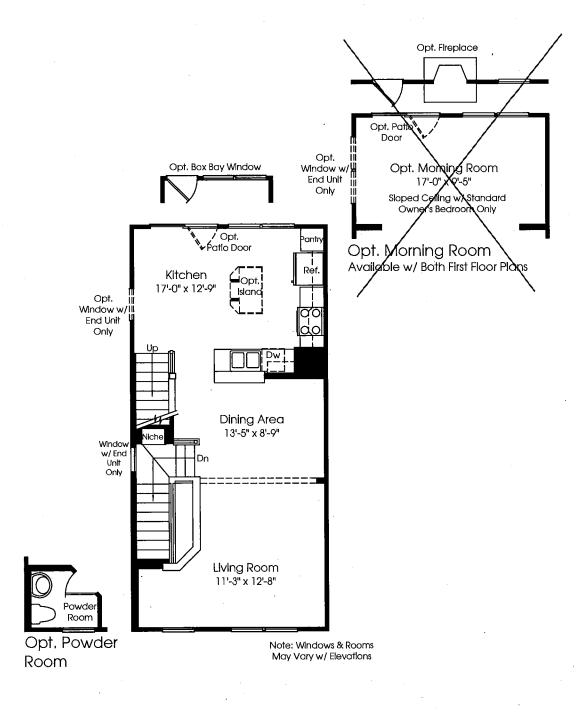


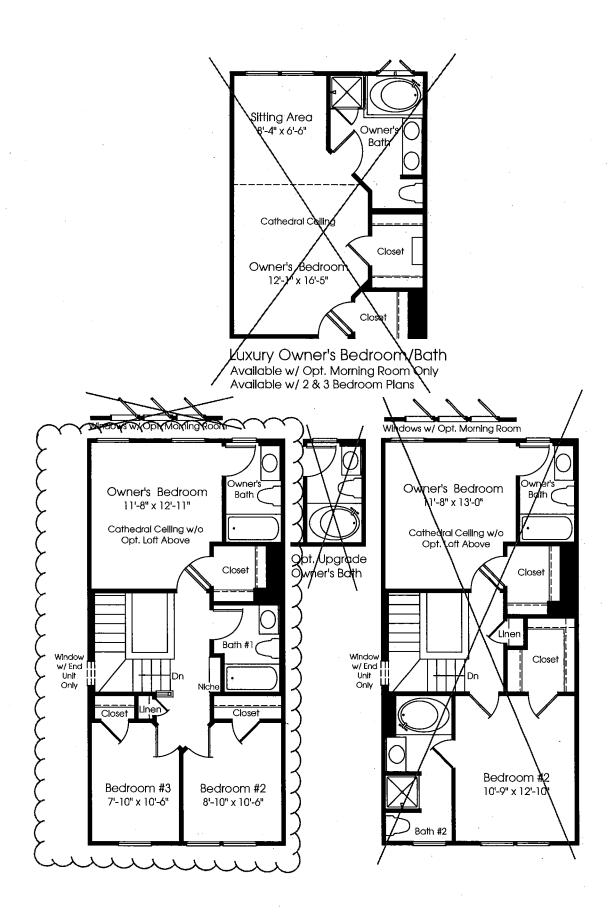
Although all illustrations and specifications are believed correct at the time of publication, the right is reserved to make changes, without notice or obligation. Windows, doors, ceilings, and room sizes may vary depending on the options and elevations selected. Optional items indicated are available at additional cost. This brochure is for illustrative purposes only and not part of a legal contract. It is recommended that the architectural blueprints be reserved for further clarification of features. Not all features are shown. Please ask our Sales and Marketing Representative for complete information.





Note: Units will be built with alley loaded 1-car garages that will be a mirror image of this entry level rendering. Final plans depicting this garage condition are in design and not yet available (8/3/16).





## EXHIBIT F-2 Floor Plans and Summary Chart Winchester Homes, Inc.

For single family dwellings (including townhouses), attach a floor plan of each MPDU type with dimensions and square footage. For garden and high-rise buildings, attach a floor plan of each MPDU type with dimensions and square footage, and a typical floor plan of the building(s) showing locations of MPDUs and market rate units on each floor, with the appropriate summary chart (below) of location and bedroom composition of MPDUs and market rate units. (Please attach additional pages if necessary.)

#### Summary of Unit Distribution by Building and Unit Type (Garden Apartments)

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	Effic	ciency	One B	edroom .	Two B	edroom	Three I	Bedroom	To To	otal
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Summary of One Distribution by Floor and One Type (High-Rise Apartments)         Number of Units       Number of Units         Efficiency       One Bedroom       Two Bedroom       Three Bedroom       Total         IR loor       MPDU       Market       MPDU       Market       MPDU       Market											
7. <b>5</b> .1	Efficiency		One Bedroom		Two Bedroom		Three Bedroom		Total		
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### Summary of Unit Distribution by Floor and Unit Type (High-Rise Apartments)

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