



Complex or Subdivision Name: _____

DECLARATION OF COVENANTS FOR SALE PROPERTIES

THIS DECLARATION OF COVENANTS ("Covenants"), made this ____ day of _____ 20, hereinafter set forth by _____, owner (hereinafter referred to as "Declarant").

NOW, THEREFORE, Declarant hereby declares that all of the properties described hereinafter must be held, sold and conveyed and/or leased or rented, subject to the following covenants, conditions, and restrictions:

ARTICLE I

Declarant is the owner of the property upon which _____ units are being established as set forth and described in Schedule A attached hereto and made a part hereof, each hereinafter referred to individually as "Property," each of which are subject to the Covenants.

ARTICLE II

For a period of thirty (30) years beginning at the date of settlement on each Property set forth on Schedule A, or such other period as established by law, each Property and the improvements therein and those that may subsequently be made to each such Property must not be sold or the mortgage or deed of trust refinanced for an amount in excess of the maximum sales price established in accordance with Chapter 13.5 of the Rockville City Code and any applicable regulations. If the Property is offered for resale during the first thirty (30) years after the original sale, the Property must be offered and sold in accordance with Chapter 13.5 of the Rockville City Code and any applicable regulations. If the mortgage or deed of trust for the Property is refinanced prior to the release of these Covenants, then the City of Rockville must approve and certify the refinancing to ensure the amount is not in excess of the permitted maximum sales price.

ARTICLE III

For the first sale of each Property after the thirty (30) year period referred to in ARTICLE II, the seller of the Property, as a condition of transferring good title, must make a payment into the Moderately Priced Housing Fund in accordance with the provisions contained in Chapter 13.5 of the Rockville City Code and any applicable regulations. After the required payment has been received by the City of Rockville Finance Department, the restrictions contained in these Covenants will be released.

ARTICLE IV

Declarant, its heirs, assigns and successors, hereby irrevocably assigns, transfers and conveys unto the Mayor and Council of Rockville, herein referred to as the City of Rockville, 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 V

Enforcement of these Covenants by Declarant or the City of Rockville, Maryland may be 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 property herein described in the enforcement of any lien or obligation created by or resulting from these Covenants.

ARTICLE VI

These Covenants are binding upon each Property, upon Declarant and its heirs, successors and assigns, and upon all transferees and transferors of the title to such Property and shall run with such Property for the period of time stated and until fulfillment of all other provisions contained herein.

ARTICLE VII

The original deed of conveyance from the Declarant, its heirs, assigns or successors, and all subsequent transfers, assignments of deeds or conveyance from subsequent owners of each Property, must, during the term of these Covenants, contain conspicuous language specifically subjecting such Property to these Covenants and to the date of recordation of these Covenants and Liber and Folio reference of these Covenants as recorded among the Land Records of Montgomery County, Maryland. Notice must also be included in any contract of sale for each Property that fully and completely discloses the rental and resale price restrictions and controls established by Chapter 13.5 of the Rockville City Code.

ARTICLE VIII

These Covenants cannot be amended or released without the prior written consent of the City of Rockville, Maryland.

ARTICLE IX

If a Property is sold at a foreclosure proceeding, the City will release the restrictive covenants after a payment to the Moderately Priced Housing Fund has been received by the City of Rockville Department of Finance in accordance with Chapter 13.5 of the Rockville City Code and applicable Regulations after which the provisions of these Covenants will terminate with respect to such Property. This provision will not apply to a foreclosure sale made during the thirty (30) year period referred to in ARTICLE II if such Property is sold at a price less than or equal to the maximum resale price as determined in accordance with the Rockville City Code and applicable any regulations.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed this _____ day of _____, 20__.

WITNESS:

DECLARANT:

By: Name & Title of Land

STATE OF MARYLAND)
) to wit:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this _____ day of _____, 20__, personally appeared _____, _____ (title) _____, the Declarant herein, who is known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and being authorized so to do, executed, delivered and acknowledged the same for the purposes therein contained as the act and deed of Declarant.

WITNESS my hand and seal this _____ day of _____, 20__.

My commission expires:

Notary Public

SCHEDULE A

LEGAL DESCRIPTION OF EACH PROPERTY

#1 –	
#2 –	
#3 –	

I HEREBY CERTIFY that the within instrument has been prepared by or under the supervision of the undersigned attorney, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Date: _____

RECORDING INFO:

Grantor:

Grantee: Mayor and Council of Rockville, Maryland, 111 Maryland Avenue,
Rockville, MD 20850

No Title Insurance

AFTER RECORDING RETURN TO: