

Subdivision/Development Name \_\_\_\_\_

**NOTICE OF AVAILABILITY OF  
FOR-SALE AFFORDABLE DWELLING UNITS**

**AND**

**SALE OFFER OF AFFORDABLE DWELLING UNITS**

This Notice of Availability (the “Notice of Availability” or “Notice”) and Sale Offer (“Sale Offer” or “the Offer”) of for-Sale Affordable Dwelling Units is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the “Owner”).

**WHEREAS**, Owner wishes to offer for sale as Affordable Dwelling Units (“ADUs”) certain dwelling units described in **Schedule A**, attached hereto (the “For-Sale ADUs”), [pursuant to Proffer \_\_\_\_\_ of ZMAP/ZCPA \_\_\_\_\_ - \_\_\_\_\_, \_\_\_\_\_ (the “Proffers”), and] pursuant to the provisions and requirements of Article VII of the Revised 1993 Loudoun County Zoning Ordinance (the “Zoning Ordinance”) and Chapter 1450 of the Codified Ordinances of Loudoun County (the “Chapter 1450”), as the same may be amended from time to time (the Zoning Ordinance and the Chapter 1450 are collectively referred to hereinafter as the "Ordinance"); and

**WHEREAS**, the For-Sale ADUs are subject to a Construction Agreement executed on \_\_\_\_\_, 20\_\_\_\_.

**NOW THEREFORE**, in consideration of promises, conditions and obligations provided for in the Ordinance, [the Proffers], and herein, the Owner affirms, acknowledges and agrees as follows:

1. **NOTICE OF AVAILABILITY**: Owner hereby gives notice that the following For-Sale ADUs are or will be available for purchase and hereby offers for sale as ADUs \_\_\_\_\_ {number} [lots, units, or parcels, as applicable] of real property located in \_\_\_\_\_ {Development name} (the “Development”). These For-Sale ADUs are more particularly described by address, lot or unit, block, parcel identification number, subdivision/Development, and occupancy target date in **Schedule A**, attached hereto, and made a part hereof. Owner affirms that Zoning Permits have been issued for each of these For-Sale ADUs. For purposes of the calculation of any time periods that, pursuant to the Ordinance and this Notice of Availability and Sale Offer, shall commence upon the receipt of this Notice and Offer, the receipt of this Notice and Sale Offer by the County shall not be considered final and effective to commence the running of such time periods until all information required to establish the ADU sale control price for the For-Sale ADUs in conformance with the Ordinance has been submitted to the County by the Owner or its developer and such ADU sale control prices have been approved by the Affordable Dwelling Units Advisory Board (“ADUAB”) pursuant to the Ordinance.

2. **PHYSICAL DESCRIPTION OF INDIVIDUAL UNITS**: The physical description of each of the For-Sale ADUs being hereby offered, including the number of bedrooms, floor area (in square feet), and amenities, is listed in **Schedule C**. The number of ADUs available, their location within the Development, any type of special financing which may be available, and reference to the

approved subdivision plat, condominium plat and/or site plan for the development in which the ADU is located is included in **Schedule B**, both Schedules A and B attached hereto and made a part thereof. Owner warrants and guarantees that each For-Sale ADU shall conform to the minimum specifications for ADUs as required by the County.

3. **PRICE:**

A. The ADU sale control price for each For-Sale ADU being offered shall be that amount established by the Affordable Dwelling Unit Advisory Board (“ADUAB”) as of the time of receipt of this Notice by the County (**Schedule D**).

B. Owner shall construct each For-Sale ADU in accordance with the minimum specifications established by the County as set forth by the ADUAB. Owner acknowledges having had the opportunity of reviewing these specifications prior to signing this Notice and Sale Offer.

4. **DELIVERY:** The For-Sale ADUs described in **Schedule A** shall be available for occupancy, as determined in compliance with County building code requirements by the issuance of an Occupancy Permit, within \_\_\_\_\_ (\_\_) days from the date of acceptance of this Notice and Sale Offer by the County. Time is of the essence with respect to the time period provided from in this paragraph.

5. **ADU INITIAL CONTROL PERIOD:**

A. Upon receipt of this Notice of Availability and Sale Offer by the County, the County shall provide the Owner with a list of persons who have met the income criteria established by Article 7 of the Zoning Ordinance and have received a Certificate of Qualification by the County (“Certified Purchasers”), noting the order in which they are to be offered an opportunity to purchase the For-Sale ADUs. For a period of ninety (90) days from the date of the effective receipt by the County of this Notice and Sale Offer as set forth in paragraph 1 above, the Owner shall offer the For-Sale ADUs (other than those which the County elects to purchase pursuant to Paragraph 5.B. below) exclusively to such Certified Purchasers. Those who contract to purchase a For-Sale ADU shall submit their Certificates of Qualification as Certified Purchasers to the Owner or his agent at the time of contracting for the purchase of the ADU.

B. Owner acknowledges and agrees that during the same ninety (90) day-period aforesaid, the County shall have the right to purchase up to one-third of the For-Sale ADUs listed in **Schedule A**. The County shall designate the For-Sale ADUs which it wishes to purchase in writing. After County notification of its intent not to purchase any of the For-Sale ADUs, the Owner may begin negotiating sales of any remaining For-Sale ADUs that the County did not elect to purchase with Certified Purchasers. During the aforesaid ninety (90) day-period, such remaining For-Sale ADUs shall be offered only to Certified Purchasers. The closing for the sale of any For-Sale ADU that the County or a Certified Purchaser has elected to purchase shall occur within thirty (30) days from the end of the ninety (90) day-period, provided that an Occupancy Permit has been issued for such For-Sale ADU, or thirty (30) days after the issuance of an Occupancy Permit for such For-Sale ADU, whichever is later.

C. After the expiration of the ninety (90) day-period referenced in paragraphs A and B above,

any For-Sale ADU not sold or not under contract to be sold to the County or Certified Purchasers shall be offered for sale for a thirty-day purchase option period exclusively to Qualified Nonprofits. The County shall provide the Owner with a list of such Qualified Nonprofits. The Owner shall be required to provide written notice by registered or certified mail to such Qualified Nonprofits advising that such For-Sale ADUs are available for purchase. Such written notice shall include the following information regarding each ADU:

- A. The number of bedrooms;
- B. Floor area (in square feet);
- C. Amenities;
- D. The target date for ADU occupancy;
- E. The number of ADUs available and their location within the development;
- F. The address of each ADU, which shall include the parcel identification number;
- G. Any type of special financing available; and
- H. A copy of the Subdivision Record Plat, Condominium Plat, and/or approved Site Plan, as applicable, for the development in which the ADUs are located.

The closing for any For-Sale ADU that a Qualified Nonprofit has elected to purchase shall occur within thirty (30) days from the end of the thirty (30) days after effective reception of this Notice and Sale Offer, provided that an Occupancy Permit has been issued for such For-Sale ADU, or thirty (30) days after the issuance of an Occupancy Permit for such For-Sale ADU, whichever is later.

6. **DECLARATION OF ADU COVENANTS:** Notwithstanding the provisions of paragraph 1 above, receipt by the County of this Notice and Sale Offer shall not be considered final and effective until a copy of an executed Declaration of ADU Covenants applicable to the ADUs described in **Schedule A** of this Notice, in a form approved by the County and recorded in the land records of Loudoun County, has been provided by the Owner to the County.

Owner, his agents, heirs, assigns or successors hereby irrevocably assign to the County all its right, title, interest and obligations to enforce the provisions of the Declaration of ADU Covenants referred to herein during the term such ADU Covenants are in effect; to institute any proceeding in law or 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 such ADU Covenants or the provisions of the Ordinance.

7. **DOCUMENTS:** Within ten (10) days from the date of execution of a sales contract for a For-Sale ADU, the Owner shall provide the County with a copy of the executed sales contract with a Certified Purchaser. Each said sales contract shall state that the For-Sale ADU is part of the Affordable Dwelling Unit program, and is subject to the Declaration of ADU Covenants running with the land invoking the requirements of the Ordinance.

Within fourteen (14) days after closing for each For-Sale ADU, the Owner must provide the County with copies of both the purchaser's and seller's settlement sheets, as well as a copy of the Deed evidencing its recordation in the land records of Loudoun County. Such Deed shall contain specific language, in conspicuous form, indicating that such For-Sale ADU is subject to the Declaration of ADU Covenants and shall indicate the date of recordation and the Deed Book and Page Number or Instrument Number of the duly recorded Declaration of ADU Covenants.

8. **ATTACHMENTS**: Attached hereto and made a part hereof are the following documents and/or schedules:

- A. Identification of addresses within the Development, lot and block, and parcel identification numbers (PINs) of the For-Sale ADUs (**Schedule A**).
- B. General information sheet (**Schedule B**).
- C. ADU physical description and price sheet (**Schedule C**).
- D. ADU sale control price calculation sheets for each unit type (**Schedule D**).
- E. Floor plans for each unit type.
- F. 2 copies of the Subdivision Record Plat or Condominium Plat, if applicable.
- G. 2 copies of the Site Plan, if applicable.

9. **BINDING EFFECT**: This Notice and Sale Offer shall be binding upon the Owner, the Owner's agents, successors, assigns, personal representatives, and heirs.

10. **WAIVERS**: No waiver by the County of any specific requirement or default in this Notice and Sale Offer or any deficiency or defect in any ADU shall be effective unless in writing by the County; any such waiver shall not operate as or be deemed to operate as a waiver of any other or subsequent default or deficiency of similar or different nature.

11. **NOTICES**: Any notice to the County must be delivered in writing to:

**Loudoun County Office of Housing  
102 Heritage Way N.E., Suite 103  
Leesburg, Virginia 20176  
Attn: ADU Purchase Program Specialist**

Notices to the Owner shall be sent to:

12. **SURVIVAL**: The terms of this Notice and Sale Offer shall survive the execution and delivery of any deeds or leases and shall not merge or be deemed to merge therein.

13. **APPLICABLE LAWS AND REGULATIONS**: Owner agrees to abide by and comply with all applicable laws and regulations regarding the subject matter of this Notice and the Sale Offer whether or not such laws or regulations are herein specifically enumerated or referred to.

14. **SEVERABILITY**: If any part, portion or provision of this Notice and the Sale Offer is found to be null, void, illegal, or unenforceable for any reason by any court or governmental regulation or ruling, then only such part, portion or provision shall be affected thereby, and the remainder of this Notice and Sale Offer will remain in full force and effect.

**IN WITNESS WHEREOF**, the Owner has caused these Notice of Availability and Sale Offer to be executed by \_\_\_\_\_ (Name) its \_\_\_\_\_ (Title), and its corporate seal to be affixed.

OWNER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA, COUNTY OF LOUDOUN, to-wit:**

I hereby certify that before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared \_\_\_\_\_, for the Owner, and he/she executed the foregoing Notice of Availability and Sale Offer of Affordable Dwelling Units in the name and on behalf of Owner for the uses and purposes herein contained.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Registration Number: \_\_\_\_\_

**County of Loudoun**

Loudoun County Office of Housing

Notice of Availability and Sale Offer Received on: \_\_\_\_\_

By \_\_\_\_\_

The ninety-day ADU Initial Control Period will begin on \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Brian P. Reagan

TITLE: ADU Program Supervisor, Office of Housing

**SCHEDULE A**

**IDENTIFICATION OF UNITS BEING OFFERED FOR SALE AS ADUs**

Name of Subdivision/Development: \_\_\_\_\_

<u>Lot/Block/Unit/Parcel</u>	<u>Street Address</u>	<u>PIN</u>	<u>Zoning/ Permit #</u>	<u>Occupancy Target Date</u>

**SCHEDULE B**

1. Development Name: \_\_\_\_\_  
Is this the legal name of the Subdivision as shown on the recorded plat? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, what is the legal name?

2. Developer Name: \_\_\_\_\_  
Is this the party which signed the Construction Agreement: Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who signed the Construction Agreement?

3. Who is the contact person for information about this project:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Are there additional fees associate with the units being offered:

Condominium Fee: \_\_\_\_\_ Amount: \_\_\_\_\_

Homeowners Assoc. Fee: \_\_\_\_\_ Amount: \_\_\_\_\_

Other

5. Describe the mortgage financing being made available to ADU Owners and terms of this financing.

6. Was a commitment paid to reserve mortgage financing for the ADUs?

If so, how much:

7. What is the anticipated date of the next ADU offering in this Development?

**SCHEDULE C**

**UNIT DESCRIPTION**

NOTE: Please describe the items included in each ADU. These components shall be utilized in the pricing process. Attach floor plans for each ADU. Specify the square footage of each ADU.

EFFICIENCY/ONE BEDROOM (PINs \_\_\_\_\_)

_____	_____	# of _____	# of _____
Quantity	Structure Type	End Units	Interior Units
	(i.e., single family detached; single family attached; multi-family)		(townhouses only)

Finished Area: \_\_\_\_\_ Sq. Ft.      Unfinished Square Footage: \_\_\_\_\_ Sq. Ft.

# of Full Baths: \_\_\_\_\_      # of 1/2 Baths: \_\_\_\_\_      # of Rough-in Baths \_\_\_\_\_

# of Bedrooms: \_\_\_\_\_

Other features

Heat Pump      Electric Heat      Gas Heat      Air Conditioning

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TWO BEDROOM (PINs \_\_\_\_\_)

_____	_____	# of _____	# of _____
Quantity	Structure Type	End Units	Interior Units
	(i.e., single family detached; single family attached; multi-family)		(townhouses only)

Finished Area: \_\_\_\_\_ Sq. Ft.      Unfinished Square Footage: \_\_\_\_\_ Sq. Ft.

# of Full Baths: \_\_\_\_\_      # of 1/2 Baths: \_\_\_\_\_      # of Rough-in Baths \_\_\_\_\_

# of Bedrooms \_\_\_\_\_

Other features

Heat Pump      Electric Heat      Gas Heat      Air Conditioning

THREE BEDROOM (PINs \_\_\_\_\_)

Quantity \_\_\_\_\_ Structure Type \_\_\_\_\_ # of \_\_\_\_\_ End Units # of \_\_\_\_\_ Interior Units  
(i.e., single family detached; single family attached; multi-family) (townhouses only)

Finished Area: \_\_\_\_\_ Sq. Ft. Unfinished Square Footage: \_\_\_\_\_ Sq. Ft.

# of Full Baths: \_\_\_\_\_ # of 1/2 Baths: \_\_\_\_\_ # of Rough-in Baths \_\_\_\_\_

# of Bedrooms

Other features

Heat Pump Electric Heat Gas Heat Air Conditioning

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FOUR BEDROOM (PINs \_\_\_\_\_)

Quantity \_\_\_\_\_ Structure Type \_\_\_\_\_ # of \_\_\_\_\_ End Units # of \_\_\_\_\_ Interior Units  
(i.e., single family detached; single family attached; multi-family) (townhouses only)

Finished Area: \_\_\_\_\_ Sq. Ft. Unfinished Square Footage: \_\_\_\_\_ Sq. Ft.

# of Full Baths: \_\_\_\_\_ # of 1/2 Baths: \_\_\_\_\_ # of Rough-in Baths \_\_\_\_\_

# of Bedrooms

Other features

Heat Pump Electric Heat Gas Heat Air Conditioning

## SCHEDULE D

### ADU Sale Control Prices per calculation sheets

Efficiency	\$
One Bedroom	\$
Two Bedroom	\$
Three Bedroom	\$
Four Bedroom	\$
Five Bedroom	\$

Prices of options, if offered:

Dishwasher/Disposal	\$
Washer	\$
Dryer	\$