

Sayers, Margery

From: Cyrus Raafat <raafcyr@aol.com>
Sent: Saturday, September 5, 2020 6:55 PM
To: CouncilMail
Cc: Jung, Deb
Subject: CB33-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Honorable Council Members:

Re: CB33-2020 Moratorium on Rent Increases

We have been in contact with the BRHP, who have facilitated our current tenants who live in our house affected by your Order(above). After submitting a rent increase to our tenants this month, which is sufficiently more than 90 days after Gov. Hogan's Order barring evictions and increases, they have refused to pay the increase citing your Order(above).

Would you be so kind as to provide us with clarification of the dates and the sources that you based your decision on. Also, the tax increases for property has been quite inordinate in recent years, which doesn't bode well. Have you thought about making public services more efficient under these circumstances?

Very sincerely yours,

Cyrus L. Raafat
cyrus.raafat.esquire@gmail.com

Sayers, Margery

From: Walsh, Elizabeth
Sent: Wednesday, July 29, 2020 1:37 PM
To: Jones, Diane; Sayers, Margery
Subject: FW: CR89-2019
Attachments: 1900204036_Dorsey Overlook MIHU.PDF; CB33

Hey there. Just checking in: I send these kinds of messages to "CouncilMail" purposefully, to get into the official "bill file" for their respective legislation, in this case CR89-2019, below and CR33-2020 before it (and attached below). Can you please confirm that that is happening?



Liz Walsh, Council Member
Howard County Council
Serving District 1: Ellicott City, Dorsey's Search, Elkridge & Hanover

3430 Court House Drive
Ellicott City, MD 21043
410.313.2001

From: Walsh, Elizabeth
Sent: Wednesday, July 29, 2020 1:30 PM
To: CouncilMail <CouncilMail@howardcountymd.gov>
Cc: Glendenning, Craig <cglendenning@howardcountymd.gov>; Kuc, Gary <GKuc@howardcountymd.gov>
Subject: CR89-2019

Colleagues: Attached is the June 17, 2020 agreement I referenced today and in our last work session.

You may recall Director Cimino confirmed in that work session the Administration's intent to (a) transfer to Developer the acre+ valued at \$1.1M for \$10K; (b) award to Developer the \$4.06M that was intended to be the lone subject of my Amendment 9 to the FY21 budget; in addition to (c) the \$1.064M I understand already has been paid Developer pursuant to the attached agreement. Exhibit A to that agreement is the clearest commitment I've seen to what Developer currently is proposing to do with the aggregated properties, the balance of which all already are owned by Developer in fee simple. As rather plainly spelled out in that agreement, the number of moderate income housing units to be provided at Dorsey Overlook would be no more than what is now required under applicable law. As Auditors confirmed as recently as yesterday, DPZ has received no such submission of any "Plan No. SDP-20-074."

You may recall that I proposed moving FY21's intended \$4.06M grant to Developer into contingency to avoid such a large, singular investment potentially running counter to what ultimately is recommended in the forthcoming Housing Master Plan. Notably, in response to Auditor questions last FY20 year as to what was intended for the \$1.064M in fees in lieu anticipated to be collected then, the Administration cited the same reasoning, stating as follows: "*The Alternative Compliance initiative [in the amount of \$1.064M] will be based on Affordable Housing Initiatives that will be identified in the Housing Master Plan, which is planned to be prepared in the upcoming year.*"

Last, as Director Cimino advised us in work session, our Code Section 13.402C(e) does explicitly address what lawfully any of these fees-in-lieu may be spent on: *“(7) The fee-in-lieu collected by the Department shall be used for the following: (i) The Settlement Downpayment Loan Program; (ii) The Rehabilitation Loan Program; (iii) Grants to other County entities, the Howard County Housing Commission or local non-profits for rental housing subsidies, the purchase and rehabilitation of existing properties for sale or rent to low or moderate income households, **emergency eviction support**, or other housing opportunities for low and moderate income households.”* At best, these combined \$5M+ in awarded fees are “other housing opportunities.” And, if ever there was a time when we should be certain the County can adequately fund “emergency eviction support,” it is now. In that vein, I also attach for your convenience the spreadsheet I shared with you immediately before we passed CB33 (the Rental Protection and Stability Act), allowing calculation of how potentially meager the County’s current allocation is given that our renting households here number 32K+.

Happy August.



Liz Walsh, Council Member
Howard County Council
Serving District 1: Ellicott City, Dorsey’s Search, Elkridge & Hanover

3430 Court House Drive
Ellicott City, MD 21043
410.313.2001

Housing & Community Development

Payment Cover Sheet

Date Submitted: 6/18/2020
 Submitted By: _____
 Invoice/Account Number: Dorsey Overlook
 Invoice Date: 6/18/2020
 Vendor: Dorsey Overlook LLLP
 Description: MIHU Alternative Compliance

SAP Doc# 1900204036

Request For Payment

General Ledger	Fund	Functional Area	Internal Order Number	Amount	Description
515900 - Other Contractual Services	2010000000 - Community Rel	CSHOMIHU00000000 - MIHU	700000001380 - Housing Initia	1,064,000.00	Dorsey Overlook
				1,064,000.00	

SUBMITTED BY: _____
 APPROVED BY: Kelly Conino
 SAP PROCESSOR: ES

DATE: _____
 DATE: 6/18/20
 DATE: 6/18/20

When Recorded Return to:
Howard County Office of Law
3450 Court House
Drive Ellicott City,
MD 21043

Project: Dorsey Overlook (Apartments)

Howard County, Maryland
Rental Housing Development
(For Rental Dwelling Units)

MODERATE INCOME HOUSING UNIT AGREEMENT

THIS MODERATE INCOME HOUSING UNIT AGREEMENT (this "Agreement") is made as of the Agreement Date (as herein defined) by and amongst **HOWARD COUNTY, MARYLAND**, body corporate politic (the "County") and **DORSEY OVERLOOK, LLLP**, a limited liability limited partnership (the "Owner/Developer").

RECITALS

- A. The Developer is the owner of certain real property, generally known as Dorsey Overlook parcels, that the Developer acquired by five (5) deeds all dated as of January 23, 2019, and recorded among the Land Records of Howard County, Maryland, in Book 18554, Page 1, Book 18554, Page 14, Book 18554, Page 20, Book 18554, Page 27 and Book 18554, Page 34 (collectively, referred to as the "Deeds"), and will be developed as an 82-unit townhouse-style rental community located at 9562 – 9598 Old Route 108, Ellicott City, Maryland (the "Property").
- B. In accordance with Section 112.1.F of the Howard County Zoning Regulations (the "Zoning Regulations"), residential developments in R-APT (Residential Apartment) zoning district must provide a certain percentage of moderate-income housing units ("MIHUs"). The development of Property will create 82 residential rental units. In accordance with the Zoning Regulations, the Developer is required to designate 15%, or 13 of the units, as MIHUs.
- C. On December 27, 2018, the County agreed to an optional method of MIHU compliance with Beazer Homes. The optional method of compliance allows for the release of 19 unsold MIHUs at Morris Place, and releases Beazer Homes from providing MIHUs on site in the Morris Place for sale development, in exchange for receipt of \$56,000.00 per unit for a total of \$1,064,000. The recorded partial releases of MIHU Agreements and Declarations of Covenants and Restrictions between the County and Beazer Homes were executed on December 27, 2018 and recorded in the Land Records of Howard County on January 22, 2019, in Book 18524, Pages 421 – 441.
- D. The Developer will accept, \$1,064,000.00 from the County, and 19 MIHUs from the Morris Place Phases I-VI project to the Developer's development, Dorsey Overlook, and subject

them to this Agreement. In accordance with Section 13.402(e)(3) of the Howard County Code (the "Act"), the optional method of compliance requires the Developer to calculate the number of units required in accordance with the multiplier set forth in the Act. For every townhouse required on-site by the Zoning Regulations, the Developer shall provide 1.75 apartment units or 1.5 single family attached units at the off-site location. Using the required calculation, transferring 19 townhouse units from Morris Place Phases I-VI equates to 28 townhouse rental units at Dorsey Overlook.

- E. In order to meet the requirement of the Zoning Regulations, and in compliance with Section 13.402(e) of the Act and the transfer of units from Morris Place, the Developer hereby agrees to lawfully subject the Property to the covenants and restrictions set forth herein that gives the County assurance that the MIHU affordability restrictions on the rental of 41 of the units shall be in effect in perpetuity. The Developer's MIHU requirement of restricting 41 MIHUs on the Property shall be deemed fulfilled upon the Developer's receipt of the \$1,064,000.00, in consideration for accepting 19 MIHUs from Morris Place. The total number of MIHUs is determined by adding the MIHUs transferred in from the optional method of compliance for Morris Place Phases I-VI to the required number of MIHUs in the development as required by the Zoning Regulations.
- F. Pursuant to §13.400 et seq. of the Howard County Code (the "Act"), the developer of a rental housing project in which moderate income housing units are required shall agree to rent a portion of the units in the project to households of moderate income for the period specified in Section 13.405(a) of the Act.
- G. In compliance with the Act, and in order to induce the Developer to provide moderate income housing units in the Development, the Developer and the County agree to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the County agree as follows:

1. **Definitions.**

- a) All terms defined in the Act or previously defined in this Agreement are incorporated herein by reference.
- b) "Agreement Date" means the last date upon which the parties hereto have executed this Agreement, as indicated by the date below the respective signatures on the signature page.
- c) "Department" means the Howard County Department of Housing and Community Development.

2. Number of Moderate Income Housing Units.

a) Minimum Requirement. The Developer acknowledges and agrees that the Zoning Regulations require that at least 15% of the dwellings in each R-APT development shall be Moderate Income Housing Units.

b) Moderate Income Housing Units to be Provided. In accordance with the Zoning Regulations, the Developer agrees to provide moderate income housing units in the Development in the amount set forth on Exhibit "A" attached hereto.

3. Construction Plan.

a) Phasing Requirement. The Developer acknowledges and agrees that, to the extent practicable, taking into account current market conditions, the needs of eligible purchasers, and planning considerations, the Developer shall provide that each phase of the Development shall contain its proportionate share of the total number of moderate income housing units to be provided under this Agreement.

b) Specified Units. The Developer is not required to permanently designate particular units as moderate-income housing units in order to meet this requirement.

4. Maximum Rental Rates. Rates for Rental Units:

a) The Department shall establish maximum rates for rental units, by bedroom size, that are equal to 30% of the monthly income of a household whose annual income does not exceed 60% of the Howard County area median income.

b) The maximum rental rates shall include an allowance for utilities paid by the tenant. The allowance shall be calculated by the Department based upon the average utility costs prevailing for similar sized units in Howard County. If required by the lease, all utility costs, including those in excess of the allowance, shall be paid by the tenant.

5. Rental of Moderate Income Housing Units.

a) Duration of Rental Restrictions. Except as provided in Section 13.405(f) of the Act, the restrictions on the rental of moderate income housing units set forth in this subtitle shall apply to each rental moderate-income housing unit development in perpetuity beginning on the date of initial offering as set forth in Section 13.405(c) of the Act.

b) Application of Rental Restrictions.

① The owner of any rental development subject to this subtitle shall ensure

that the number of moderate income housing units required under the approved final plan or site development plan are rented or available for rent as moderately-priced dwelling units to holders of a certificate of eligibility under Section 13.406 of the Act.

(ii) The owner is not required to permanently designate particular units as moderate income housing units in order to meet this requirement.

6. Rental During Priority Period.

a) A moderate-income housing unit offered for rent must first be offered for a 60-day priority period to a holder of a certificate of eligibility or to a designee. During the priority period, the moderate-income housing unit shall be offered at a rent not to exceed the rent established for the unit under Section 13.403 of the Act.

b) (i) Before offering a moderate-income housing unit for rent, the owner must notify the Department of the proposed offering and the proposed date on which the priority period will begin.

(ii) The notice must set forth the number of units offered, the location of each unit, the unit type, bedroom size and floor area of each unit, a description of the amenities offered in each unit and the rental rate.

(iii) The owner shall also provide a vicinity map of the offering, a copy of the approved subdivision or site development plan, and such other information as the Department finds necessary.

(iv) If the Department determines that the notice is incomplete, the Department shall notify the owner within 5 business days of receipt of the notice. The owner shall submit a complete notice before the priority period may begin.

c) The owner shall make a good faith effort to enter into a lease with a holder of a certificate of eligibility within the priority period.

7. Annual Submissions. The sponsor shall submit to the department:

(a) Annually, or at any time requested by the department, evidence of the annual incomes of all households of low or moderate income; and

(b) Such other information relating to the project or the loan as the department may specify.

8. Substitution of Moderate Income Units. If the sponsor rents a unit to a household of moderate income, and during the household's occupancy of the unit the household's annual income

exceeds the income limits for a household of moderate income, the sponsor shall rent the next available unit to a household of moderate income as necessary to meet the rental requirements of the Act.

9. **Department's Right to Inspect.** The sponsor shall permit the department or any of its employees or agents to inspect the project and to audit the owner's records at any reasonable time.

10. **The Developer's Representations and Warranties.** The Developer represents and warrants that:

(a) **Authority.** The Developer has full power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) **Litigation.** There are no suits, actions, hearings, violations, investigations, or other proceedings pending against the Developer before any court or governmental agency in any way relating to the Development.

(c) **Bankruptcy.** The Developer is not the subject of any bankruptcy or insolvency proceedings at law or in equity or otherwise.

(d) **Compliance with Laws.** The Developer has complied with all laws and regulations applicable to the Development.

11. **Remedies.**

Violation of this Agreement may be enjoined, restrained or otherwise remedied by appropriate legal or equitable proceedings. Proceedings restraining violation of this Agreement may be brought at any time that such violation appears reasonably likely to occur. In the event of proceedings brought by Howard County to enforce or restrain any violation of this Agreement, or to determine the rights or duties of any person under this Agreement, Howard County, if it prevails in such proceedings, may recover reasonable attorneys' fees to be fixed by the court, in addition to court costs and any other relief awarded by the court in such proceedings.

12. **Intentionally Omitted**

13. **Amendment.** This Agreement may not be amended without the written agreement of the parties.

14. **No Waiver.** Failure of any party to require performance by another of any of the terms of this Agreement shall not affect the party's right to enforce such term. Waiver of any term hereof shall not constitute waiver of any other term or breach hereof.

15. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

16. **Headings**. The headings of this Agreement are for reference only and shall not be deemed to limit or define the meaning hereof.

17. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

18. **Time of the Essence**. Time is of the essence in this Agreement.

19. **Notices**. All notices and other communications required under this Agreement shall be in writing and delivered or mailed, by registered or certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

(a) Communications to the County shall be mailed to:

Howard County Department of Housing & Community Development
9820 Patuxent Woods Drive – Suite 224
Columbia, Maryland 21046

With a copy to the County Solicitor at the following address:

County Solicitor
3450 Court House Drive
Ellicott City, Maryland 21043

(b) Communications to the Developer shall be mailed to the address identified on Exhibit "A" attached hereto.

20. **Conflicts of Interest**. The persons signing on behalf of the Developer certify that they understand the provisions of Section 901(a) of the Howard County Charter and Section 22.204 of the Howard County Code dealing with conflicts of interest.

21. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Maryland.

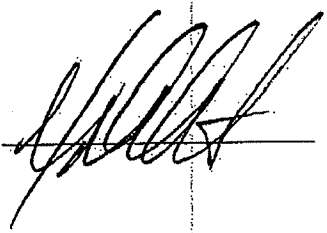
22. **Entire Agreement**. This Agreement constitutes the entire understanding and agreement of the parties as to the matters contained herein. All previous agreements, understandings, promises, and representations, whether written or oral, relating to this transaction, are superseded by this Agreement.

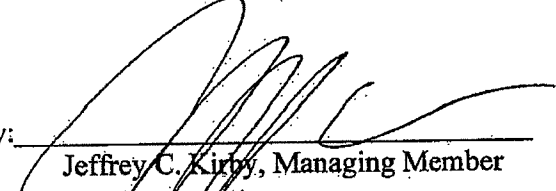
(SIGNATURES BEGIN ON NEXT PAGE)

IN WITNESS WHEREOF, the Developer and the County, by their duly appointed representatives, have executed, sealed, and delivered this Agreement as of the Agreement Date.

WITNESS/ATTEST:

**OWNER: DORSEY OVERLOOK LIMITED LIABILITY LIMITED PARTNERSHIP
BY: DORSEY JK HCC, LLC, General Partner**

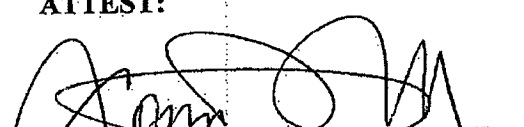


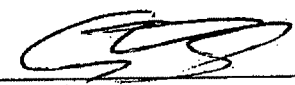
By: 
Jeffrey C. Kirby, Managing Member

Date: 6/18/20

ATTEST:

HOWARD COUNTY, MARYLAND

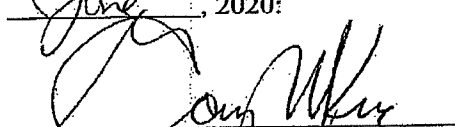

Lonnie R. Robbins JUN 17 2020
Chief Administrative Officer

By: 
Calvin Ball
County Executive

Date: JUN 17 2020

Approved for Form and Legal Sufficiency this 16th day of June, 2020:

Approved by Department of Housing and Community Development:


Gary W. Kuc, County Solicitor

By: Kelly A. Cimino
Kelly A. Cimino, Director

Reviewing Attorney:

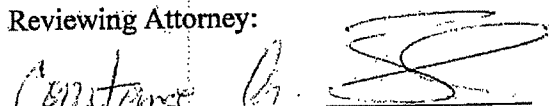

Constance A. Tucker, Principal Counsel

Exhibit A: Construction Plan for Moderate Income Rental Housing Units

EXHIBIT A
Construction Plan for Moderate Income Rental Housing Units

I. Developer Information:

Owner/Developer: Dorsey Overlook, LLLP
Developer's Address: 5670B Furnace Avenue
Elkridge, MD 21075

II. Development Information:

Name of Development: Dorsey Overlook
Location of Development: 9562 – 9598 Old Route 108
Ellicott City, MD 21042
Plan No.: SDP-20-074
Total dwelling units: 82 dwelling units

III. Moderate Income Rental Housing Units:

Total moderate-income rental housing units: 41
Percentage of total dwelling units: 50.0%
MIHU Apartments: A mix of 2 and 3 bedroom units

Development: Dorsey Overlook

*When Recorded Return to:
Howard County Office of Law
3450 Court House Drive
Ellicott City, MD 21043*

**Howard County, Maryland
Moderate Income Housing
(Rental Units)**

**MODERATE INCOME HOUSING UNIT
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS MODERATE INCOME HOUSING UNIT DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made as of the Declaration Date (as herein defined) by **DORSEY OVERLOOK, LLLP** (the "Declarant"), having an address of 5670B Furnace Avenue, Elkridge, MD, for the benefit of **HOWARD COUNTY, MARYLAND**, a body corporate and politic (the "County").

RECITALS

A. The Declarant is the owner of certain real property, generally known as Dorsey Overlook parcels, that the Declarant acquired by five (5) deeds, all dated as of January 23, 2019, and recorded among the Land Records of Howard County, Maryland, in Book 18554, Page 1, Book 18554, Page 14, Book 18554, Page 20, Book 18554, Page 27 and Book 18554, Page 34 (collectively, referred to as the "Deeds"), and will be developed as an 82 townhouse-style rental unit community located at 9562 – 9598 Old Route 108, Ellicott City, Maryland (the "Property").

B. In accordance with Section 112.1.F of the Howard County Zoning Regulations (the "Zoning Regulations"), residential developments in R-APT (Residential Apartment) zoning district must provide a certain percentage of moderate-income housing units ("MIHUs"). The development of Property will create 82 residential rental units. In accordance with the Zoning Regulations, the Declarant is required to designate 15%, or 13 of the units, as MIHUs.

C. On December 27, 2018, the County agreed to an optional method of MIHU compliance with Beazer Homes. The optional method of compliance allows for the release of 19 unsold MIHUs at Morris Place, and releases Beazer Homes from providing MIHUs on site in the Morris Place for sale development, in exchange for receipt of \$56,000.00 per unit for a total of \$1,064,000. The recorded partial releases of MIHU Agreements and Declarations of Covenants and Restrictions between the County and Beazer Homes were executed on December 27, 2018, and recorded in the Land Records of Howard County on January 22, 2019, in Book 18524, Pages 421 – 441.

D. The Declarant will accept \$1,064,000.00 from the County, and 19 MIHUs from the Morris Place Phases I-VI project to the Declarant's development, Dorsey Overlook, and subject them to this Declaration of Covenants and Restrictions. In accordance with Section 13.402(e)(3)

of the Howard County Code (the "Act"), the optional method of compliance requires the Declarant to calculate the number of units required in accordance with the multiplier set forth in the Act. For every townhouse required on-site by the Zoning Regulations, the Declarant shall provide 1.75 apartment units or 1.5 single family attached units at the off-site location. Using the required calculation, transferring 19 townhouse units from Morris Place Phases I-VI equates to 28 townhouse rental units at Dorsey Overlook.

E. In order to meet the requirement of the Zoning Regulations, and in compliance with Section 13.402(e) of the Act and the transfer of units from Morris Place, the Declarant hereby agrees to lawfully subject the Property to the covenants and restrictions set forth herein that gives the County assurance that the MIHU affordability restrictions on the rental of 41 of the units shall be in effect in perpetuity. The Declarant's MIHU requirement of restricting 41 MIHUs on the Property shall be deemed fulfilled upon the Declarant's receipt of the \$1,064,000.00, in consideration for accepting 19 MIHUs from Morris Place. The total number of MIHUs is determined by adding the MIHUs transferred in from the optional method of compliance for Morris Place Phases I-VI to the required number of MIHUs in the development as required by the Zoning Regulations.

F. The parties hereto acknowledge and agree that the recitals are incorporated in and made a part of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant declares as follows:

I. DEFINITIONS.

1.1. The following words have the meanings indicated:

- a) "Act" means Section 13.400 *et seq.* of the Howard County Code, entitled "Moderate Income Housing Units," as amended from time to time.
- b) "County" means Howard County, Maryland.
- c) "Department" means the Department of Housing and Community Development.
- d) "County Executive" means the county executive of Howard County, Maryland.
- e) "Declarant" includes the successors and assigns of the Declarant.
- f) "Declaration Date" means the date upon which the Declarant has executed this Declaration, as indicated by the date below the Declarant's signature on signature page.
- g) "MIHUs" means the townhouse-style units within the Development which shall be rented to occupants as moderate-income housing units.

- h) "Restrictive Covenants" means the covenants and restrictions contained in this Declaration.

II. GENERAL RESTRICTIONS

2.1. **Covenants Running with the Land.** Declarant declares that the Property shall be owned, leased or otherwise conveyed, transferred, developed, rehabilitated, improved, built upon, occupied or otherwise used subject to the covenants and restrictions set forth herein. The Restrictive Covenants shall run with the Property and every part of it for all purposes and shall be binding upon Declarant and its successors and assigns, including but not limited to, fee simple owners, tenants, licensees, occupants and their successors and assigns with respect to the Property and shall inure to the benefit of Declarant and Howard County and their respective successors and assigns.

2.2. Termination and Modification.

a. This Declaration, or any provision of it, or any of the Restrictive Covenants, may be terminated, extended, modified, or amended in whole or in part if the County Executive determines in writing that:

(1) the Declaration, or any provision of it, or any of the Restrictive Covenants are inconsistent with the Act; and

(2) the application of the Declaration, provision, or Restrictive Covenant to any MIHU Property would be contrary to the public interest.

b. Any termination, extension, modification or amendment shall be in writing and shall be effective only after approval by the County Executive and recordation among the Land Records of Howard County, Maryland.

2.3. **Legal Action upon Violation.** Violation of these Restrictive Covenants may be enjoined, restrained or otherwise remedied by appropriate legal or equitable proceedings. Proceedings restraining violation of these Restrictive Covenants may be brought at any time that such violation appears reasonably likely to occur. In the event of proceedings brought by Howard County to enforce or restrain any of these Restrictive Covenants, or to determine the rights or duties of any person under this Declaration, Howard County, if it prevails in such proceedings, may recover reasonable attorneys' fees to be fixed by the court, in addition to court costs and any other relief awarded by the court in such proceedings.

2.4. **Grantee's Covenants.** Each grantee accepting a deed, lease or other instrument conveying any interest in a MIHU Property, whether or not it incorporates or refers to this Declaration, covenants for itself, and its heirs, successors and assigns to observe, perform and be bound by the Restrictive Covenants and, unless otherwise specifically permitted by the County, to incorporate them by reference in any instrument of conveyance.

3.1 HUD Provisions.

The Declarant intends to obtain a mortgage loan to be insured by the Secretary of the United States Department of Housing and Urban Development ("HUD"). For so long as HUD insures or holds a loan secured by the Property, the following additional provisions shall apply:

(a) In the event of any conflict between any provision contained elsewhere in this Declaration and any provision contained in these HUD Provisions, the provisions contained in these HUD Provisions shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

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

"HUD Regulatory Agreement" means the Regulatory Agreement between the Declarant and HUD with respect to the Property, as the same may be supplemented, amended or modified from time to time.

"Lender" means the lender providing construction/permanent financing secured by the Security Instrument, defined below, and its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in this Declaration to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD Requirements").

Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or this Declaration. In the event of any conflict between the provisions of this Declaration and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the County's ability to enforce the terms of this Declaration, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of its knowledge this Declaration imposes no terms or requirements that conflict with the National Housing Act and related regulations.

(d) Borrower and the County acknowledge that Borrower's failure to comply with the covenants provided in this Declaration do not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(e) In enforcing this Declaration, the County will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Borrower is a non-profit entity.

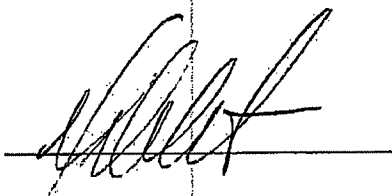
(f) For so long as the Mortgage Loan is outstanding, Borrower and County shall not further amend this Declaration, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(g) Subject to the HUD Regulatory Agreement, the County may require the Borrower to indemnify and hold the County harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against the County relating to the subordination and covenants set forth in this Declaration, provided, however, that Borrower's obligation to indemnify and hold the County harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

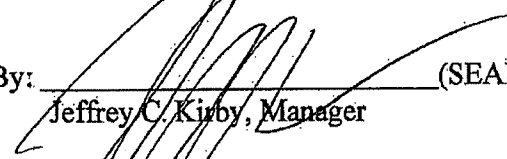
(SIGNATURES BEGIN ON THE NEXT PAGE)

IN WITNESS WHEREOF, the Declarant has signed and delivered this Moderate Income Housing Unit Declaration of Covenants and Restrictions as of the Declaration Date.

WITNESS/ATTEST:



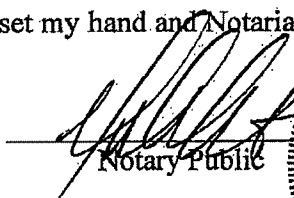
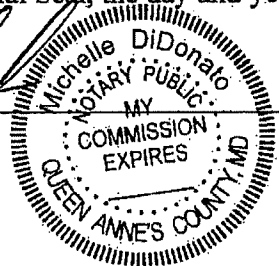
DECLARANT:
DORSEY OVERLOOK, LLLP
BY: DORSEY JK HCC, LLC, General Partner

By:  (SEAL)
Jeffrey C. Kirby, Manager

STATE OF MARYLAND; COUNTY OF Queen Anne's : TO WIT:

I HEREBY CERTIFY that on this 12th day of June, 2020, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County/City aforesaid, personally appeared Jeffrey C. Kirby, who acknowledged himself to be the Manager of Dorsey JK HCC, LLC, the general partner of Dorsey Overlook, LLLP, Declarant and he acknowledged the same to be the act of the general partner on behalf of the said Declarant, for the purposes stated therein.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.


Notary Public


My Commission Expires: 9/2/2021

I, the undersigned, hereby certify that I am an attorney admitted to practice before the Court of Appeals of Maryland, and this Declaration was prepared by me or under my supervision.

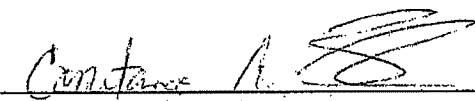

Constance A. Tucker

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

9562 Old Route108

FIRSTLY: BEING KNOWN AND DESIGNATED as Lots Nos. 26, 27 and 28, as shown on a plat known as "COLUMBIA WOODLANDS", dated June, 1933, which said plat is recorded among the Land Records of Howard County, Maryland in Plat Book H. S. K. No. 1, folio 71.

SECONDLY: BEING KNOWN AND DESIGNATED as Lots Nos. 29 and 30, as shown on a plat known as "COLUMBIA WOODLANDS", dated June, 1933, which said plat is recorded among the Land Records of Howard County, Maryland in Plat Book H.S.K. No. 1, folio 71.

SAVING AND EXCEPTING THEREFROM all that parcel of land containing 6.40 square feet of land, more or less, as more particularly described in a Deed dated September 16, 1975, and recorded among the aforesaid Land Records in Liber No. 737, folio 167, by and between Randolph Young and Virginia Young, his wife, Grantors, and Gordon Reese Williams, Grantee.

The five lots above and the improvements thereon being known as 9562 OLD ROUTE 108, ELLICOTT CITY, MD 21042. District 02, Account Number 254212.

SUBJECT HOWEVER TO, an Agreement dated December 16, 1975 by and between Randolph Young and Virginia Young, his wife, and Stanley E. Allen, Sr. and Marjorie C. Allen, his wife, recorded in Liber No. 737, folio 176, concerning the right of the Allen's to enter the property conveyed herein for the purpose of repairing and maintaining the improvements on the adjoining Lot 25, which lies on the western side of the property conveyed herein.

9566 Old Route108

PARCEL I:

BEGINNING FOR THE SAME at an iron pipe found on the northerly corner of Lot 25 and 26 as shown on a plat of subdivision entitled "Columbia Woodlands" and recorded among the Land Records of Howard County, Maryland in Plat Book H.S.K. No. 1 at Plat No. 71, thence leaving said point and running with the division line between the aforesaid Lot 25 and 26, as now surveyed and in the datum of said plat: (1) South 05° 11' 00" East 274.96 feet to an iron pipe found on the northerly right of way line of Maryland Route 108 (Clarksville Pike) as shown on Maryland State Roads Commission Plat No. 14577 thence with said northerly line, and with the southerly line of Lot 25 and a part of Lot 24 as established by said State Roads Commission plat, (2) North 84° 49' 00" West 37.50 feet to

an iron pipe set, distant 12.50 feet from the westerly end of the aforesaid Lot 24, thence leaving said line and crossing Lot 24, (3) North 05° 11' 00" West 278.48 feet from the westerly end thereof, thence with the northerly line of the aforesaid Lot 24 and 25, (4) South 89° 49' 20" East 37.66 feet to the place of beginning, containing 10,376 square feet or 0.238 of an acre of land.

PARCEL II:

BEGINNING FOR THE SAME at a point on the subdivision line between Lot 26 and Lot 25 as shown on a plat of subdivision entitled "Columbia Woodlands" and recorded among the Land Records of Howard County, Maryland in Plat Book H.S.K. 1, at Folio 71, said point being distant 208.17 feet from an iron pipe found at the northerly or rear common corner of the aforesaid Lot 26 and 25, thence leaving said point and running with a part of said line, as now surveyed, and in the datum of said plat: (1) North 05° 11' 00" West 14.35 feet to point; thence leaving said line and crossing the lands of Randolph Young and Wife, (2) North 88° 23' 05" East 0.89 feet to a point; and (3) South 01° 36' 55" East 14.33 feet to the place of beginning, containing 6.40 square feet of land.

TOGETHER with rights contained in Agreement dated September 16, 1975 by and between Randolph Young and Virginia Young, his wife, and Stanley E. Allen, Sr. and Marjorie C. Allen, his wife, as recorded September 18, 1975 among the aforesaid Land Records in Liber 737, folio 176.

9570 Old Route108

BEING KNOWN AND DESIGNATED as Lot No. 23 and Western one-half of Lot No. 24, as shown on a Plat of "COLUMBIA WOODLANDS", recorded among the Land Records of Howard County, Maryland in Plat Book H.S.K. No. 1, folio 71. The improvements thereon being known as No. 9570 OLD ROUTE 108, ELLICOTT CITY, MARYLAND 21042.

9580 Old Route108

BEING known and designated as lots Nos. Nineteen (19), Twenty (20), Twenty-one (21), and Twenty-two (22), as laid out and shown on the Plat of "COLUMBIA WOODLANDS", dated June, 1933, and which Plat is filed among the Land Records of Howard County, Maryland in Plat Book H.S.K. No. 1, folio 71.

9584 Old Route108

BEING known and designated as Lots Nos. Sixteen (16), Seventeen (17), and Eighteen (18) as laid out and designated on the Plat of "COLUMBIA WOODLANDS", dated June, 1933, which said Plat is recorded in the Office of the Clerk for Circuit Court for Howard County in Plat Book H.S.K. No. 1, folio 71.

9590 Old Route108

First Tract: Lots numbered Thirteen (13), Fourteen (14), and Fifteen (15), as laid out and designated on a plat of "Columbia Woodlands", which plat is dated June, 1933, and recorded among the Land Records of Howard County, Maryland in Liber H.S.K. No. 1, folio 71.

SAVING AND EXCEPTING THEREFROM all that part of said lots which by deed recorded among the Land Records of Howard County on November 27th, 1956 in Liber M.W.B. 290, folio 579, was granted and conveyed by James G. O'Donnell, et al, to the State of Maryland, to the use of the State Roads Commission of Maryland.

Second Tract: All that land lying between the northern and southern boundaries of a section marked "RESERVED" on the aforesaid plat of "Columbia Woodlands", which lies between an extension of the division line between Lots Nos. 12 and 13 on the aforesaid plat and an extension of the division line between Lots 15 and 16 on the aforesaid plat.

9598 Old Route108

All of those lots or parcels of ground situate, lying and being in the Second Election District of Howard County, Maryland, in Columbia Woodlands, and identified as Lots B, 12, and all of that land lying between the northern and southern boundaries of a section marked "RESERVED" on a Plat of Columbia Woodlands recorded among the Plat Records of Howard County in Plat Book HSK 1, folio 71, which lies between an extension of the division line between lots "A" and "B" on the aforesaid plat and an extension of the division line between lots 12 and 13 on the aforesaid plats, all of which is shown on the said Plat of Columbia Woodlands recorded in Plat Book HSK 1, folio 71.

SAVING AND EXCEPTING THEREFROM, HOWEVER, all of that piece or parcel of land which by deed dated November 26, 1955, and recorded among the Land Records of Howard County, Maryland, in Liber No. 275, folio 241, was granted and conveyed by Norman W. Eckles and Mildred L. Eckles, his wife, to the State of Maryland.

Sayers, Margery

From: Walsh, Elizabeth
Sent: Monday, May 18, 2020 5:55 PM
To: CouncilMail
Cc: Glendenning, Craig; Dvorak, Nicole
Subject: CB33
Attachments: RentalAssistanceDistributionCalc.xlsx; 2020.05.14 Percentage of Owner Occupied Housing Units.pdf

Hello, my Colleagues: I'm going to use some part of this break to make one last pitch to you about why I think we should pass CB33 tonight, as amended.

Here's where I am on amendments:

- Amendment 1, excluding from protection commercial tenants in default before the State of Emergency
- Amendment 2, adding payment plan provisions
- Amendment 5, prohibiting late fees assessment during the State of Emergency

I explained to Christiana already why I wouldn't probably support Amendment 3 (limiting this bill to just this State of Emergency): we could very possibly be in another State of Emergency for something similar, maybe even due to COVID19 if there is a second wave the latter half of this year or into calendar year 2021, and I'd rather this construct already be in place.

And I've since looked at Amendment 4 (prohibiting landlords from modifying leases without tenant consent), which I also won't support tonight, as I worry allowing it might contribute to the very power imbalance I'm seeking to address.

If one or both of these is your deal-maker, though, please let me know and let's make the deal (one-on-one).

Otherwise, here goes:

1. Renters comprise a quarter of all County households (per that 2018 Rental Survey, p. v, that I can't stop citing: <https://drive.google.com/file/d/1Rne8OA4QgG0dbxqjDrdgotoSz5gZ06H6/view>). If you wanted to map concentration of where those might be Kelly Cimino did just that in her 5-year plan we just approved as CR54, here: <https://apps.howardcountymd.gov/olis/PrintSummary.aspx?LegislationID=12454>. I've excerpted and attached the two pages).
2. I've heard suggestion—from newspaper accounts, mostly—that the rental assistance package announced by Executive Ball solves the whole problem, rendering this bill unnecessary. That all depends on how big the problem is, doesn't it. The attached spreadsheet shows just how fast that announced \$1.6M—at most, I'm assuming wrongly that all of CARES will go to rental assistance—will go. If just 10% of our 32,358 rental households apply and qualify, we can extend them a mere \$485 each. That doesn't cover anyone's one-month rent. Let alone two or three months' rent now past due.
3. We heard today that the local real estate market isn't seeing many defaults on the mortgage side because of the various forbearance programs in place for property owners; they're being taken advantage of. If you're a commercial landlord, you qualify for State and federal programming to reimburse your business loss, too. But there's nothing comparable in place (yet) for tenants. This bill isn't saying cancel or defer rent (like the forbearance programs do for those with mortgages), it's just holding the line for renters until things start to settle. That is, someone's rental financing obligations can't get more onerous than they already may be in the midst of a global pandemic.

4. David: Don't read this: Baltimore City, Montgomery County and Washington, DC already have passed similar legislation.

That's it! So easy! See you tonight!

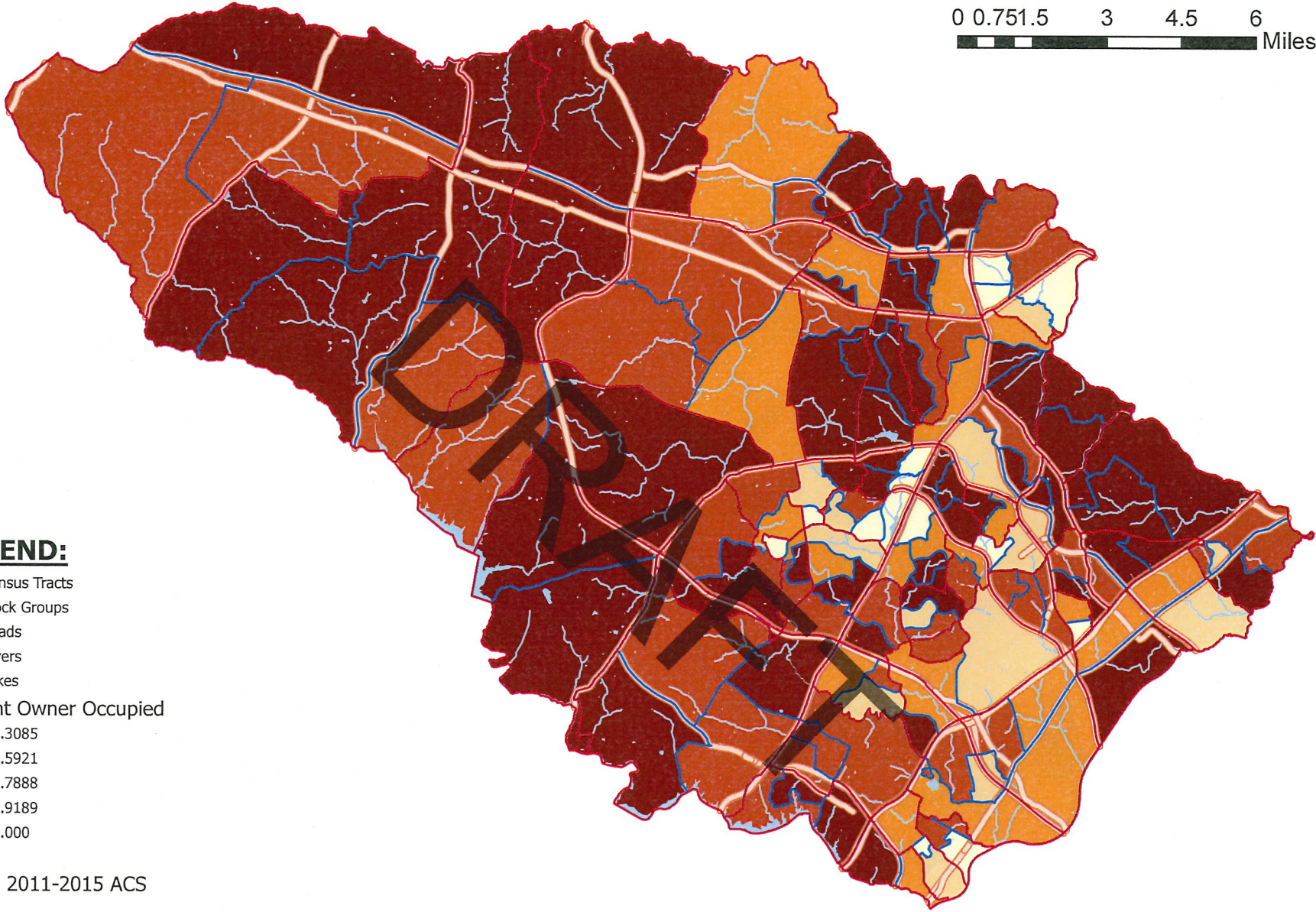
Current County Rental Assistance, as of May 8

Disaster Relief	\$	300,000	
MIHU	\$	500,000	
CARES	\$	770,000	\$ 1,570,000






23,000 Persons filed unemployment in Howard County, as of May 7

32,358 Rental households in multi-family housing, as of, December 2018 Rental Survey, p.v






Let's say	10% need help.	That's	3,236	who would get	\$	485	each.
	20%		6,472		\$	243	
	30%		9,707		\$	162	
	40%		12,943		\$	121	
	50%		16,179		\$	97	



LEGEND:

-  Census Tracts
-  Block Groups
-  Roads
-  Rivers
-  Lakes

Percent Owner Occupied

-  ≤0.3085
-  ≤0.5921
-  ≤0.7888
-  ≤0.9189
-  ≤1.000

Source: 2011-2015 ACS






Howard County, Maryland Percentage of Owner Occupied Housing Units








0 0.75 1.5 3 4.5 6 Miles



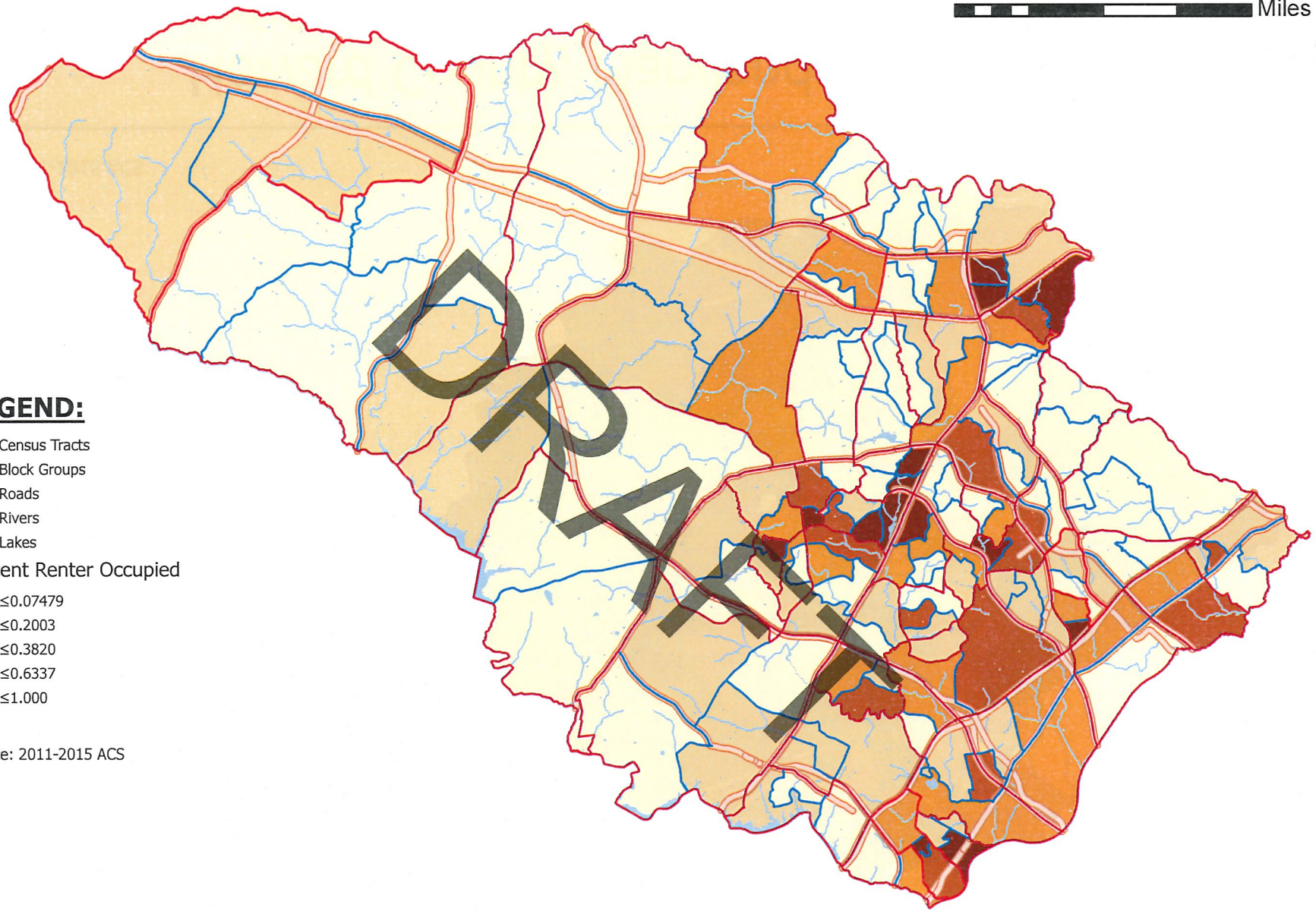
LEGEND:

-  Census Tracts
-  Block Groups
-  Roads
-  Rivers
-  Lakes

Percent Renter Occupied

-  ≤0.07479
-  ≤0.2003
-  ≤0.3820
-  ≤0.6337
-  ≤1.000

Source: 2011-2015 ACS



Howard County, Maryland Percentage of Renter Occupied Units

