The ADU Rental Program was established when the Fairfax County Board of Supervisors approved the Affordable Dwelling Unit Ordinance in July 1990. The program provides qualified low and moderate income households the opportunity to live at a reduced rent in some of the new privately-owned and privately managed market-rate apartment communities located in Fairfax County.

In the apartment communities listed in this brochure, there are two different limits on the rents and maximum household incomes. Two-thirds (2/3) of the ADU rentals in each development are reserved for households with incomes up to 70% of the Area Median Income (AMI), and one-third (1/3) of the units are set aside for households with incomes up to 50% of the AMI median income, adjusted for family size.

Applications are accepted at each property’s leasing office. The program provides a preference to applicants who live or work in Fairfax County or who have a household member with a physical disability or handicap that requires the leasing of an ADU with certain accessibility features.

**WHAT FEATURES DO THESE COMMUNITIES OFFER?**

Apartments offered may be one-bedroom, two-bedroom, or three-bedroom units, depending on the community. In addition to convenient locations, some of these apartment communities are located near Metro stations and offer many feature amenities such as pools, fitness centers, full-size washer/dryer in each apartment, and gated access for security.

New properties are added to this program as construction is completed. Check our website at: [https://www.fairfaxcounty.gov/housing/rentalhousing/adu-and-wdu](https://www.fairfaxcounty.gov/housing/rentalhousing/adu-and-wdu).

**HOW DOES THE ADU RENTAL PROGRAM WORK?**

Applicants apply directly to the property in which they are interested in living. Households living in units rented under the ADU Rental Program must recertify their eligibility for the program on an annual basis with the leasing office. The Department of Housing and Community Development works with the property management firm to ensure apartments rented under the program are comparable to market rate apartments, are occupied by households who meet the income guidelines of the program, and that ADU rents are in compliance with rents approved for the program.
WHAT IS THE RENT UNDER THE PROGRAM?
Each community has its own rental rates; however, there is a maximum rent established for the units set aside and offered under the ADU Program.

ADU Rental Program Maximum Rents

MAXIMUM RENTS (excluding utilities)

<table>
<thead>
<tr>
<th>UNIT SIZE</th>
<th>RENT FOR 2/3 UNITS BASED on 65% of AMI</th>
<th>RENT FOR 1/3 UNITS BASED on 50% of AMI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio</td>
<td>$1,194</td>
<td>$919</td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>$1,365</td>
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</tr>
<tr>
<td>2 Bedroom</td>
<td>$1,536</td>
<td>$1,181</td>
</tr>
<tr>
<td>3 Bedroom</td>
<td>$1,706</td>
<td>$1,313</td>
</tr>
</tbody>
</table>

Note: Income Limits and Maximum Rents charts effective July 31, 2020. Rents and income limit information are reviewed and updated annually.

ADU Rental Program Income Limits

Note: Minimum income to qualify for rental is determined by each property.

MAXIMUM HOUSEHOLD INCOME LIMITS

<table>
<thead>
<tr>
<th>HOUSEHOLD SIZE</th>
<th>70% AMI</th>
<th>50% AMI</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$61,750</td>
<td>$44,100</td>
</tr>
<tr>
<td>2</td>
<td>$70,600</td>
<td>$50,400</td>
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<td>3</td>
<td>$79,400</td>
<td>$56,700</td>
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<tr>
<td>4</td>
<td>$88,200</td>
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<tr>
<td>5</td>
<td>$95,300</td>
<td>$68,050</td>
</tr>
<tr>
<td>6</td>
<td>$102,350</td>
<td>$73,100</td>
</tr>
</tbody>
</table>

QUESTIONS?
If you have questions regarding the income eligibility under the ADU Rental Program or need directions to a property, please contact the individual property listed in this brochure. If you need additional general information on this program, contact Paul H. Stanford with the Fairfax County Department of Housing and Community Development at 703-246-5082. (TTY: 711)
<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Phone</th>
<th>Studio Apts</th>
<th>One-Bedroom Apts</th>
<th>Two-Bedroom Apts</th>
<th>Three-Bedroom Apts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aperture</td>
<td>11410 Reston Station Blvd, Reston, VA 20190</td>
<td>703-348-5541</td>
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<tr>
<td>Arbor Terrace of Herndon</td>
<td>1100 Dranesville Road, Herndon, VA 20170</td>
<td>703-956-6311</td>
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</tr>
<tr>
<td>Avalon Dunn Loring</td>
<td>2750 Gallows Road, Vienna, VA 22180</td>
<td>703-636-0400</td>
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</tr>
<tr>
<td>Avalon Mosaic</td>
<td>2987 District Avenue, Fairfax, VA 22031</td>
<td>703-280-0111</td>
<td>2</td>
<td>14</td>
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<td></td>
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<tr>
<td>Bailey’s Crossing</td>
<td>3602 South 14th Street, Alexandria, VA 22302</td>
<td>703-931-3600</td>
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<tr>
<td>Belvoir Square Apartments</td>
<td>9142 Richmond Hwy, Fort Belvoir, VA 22060</td>
<td>703-372-5799</td>
<td>8</td>
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<td>2</td>
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</tr>
<tr>
<td>Camden Monument Place</td>
<td>12152 Monument Drive, Fairfax, VA 22030</td>
<td>703-218-2088</td>
<td>1</td>
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<tr>
<td>Dulles Center Apartments*</td>
<td>2410 Little Current Drive, Herndon, VA 20171</td>
<td>703-713-6060</td>
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<tr>
<td>Dwell Vienna Metro</td>
<td>2975 Hunters Branch Road, Fairfax, VA 22031</td>
<td>571-748-3135</td>
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<tr>
<td>Fairchase Apartments</td>
<td>4411 Dixie Hill Road, Fairfax, VA 22030</td>
<td>703-322-1002</td>
<td>19</td>
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<td>3</td>
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</tr>
<tr>
<td>Finley at Fairfax Corner</td>
<td>4457 Oakdale Crescent Court, Fairfax, VA 22030</td>
<td>703-502-4711</td>
<td>22</td>
<td>25</td>
<td>5</td>
<td></td>
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<tr>
<td>Gables Centerpointe</td>
<td>12190 Waveland Street, Fairfax, VA 22033</td>
<td>703-218-8492</td>
<td>10</td>
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</tr>
<tr>
<td>Halstead Square Dunn Loring Metro</td>
<td>2729 Merrilee Drive, Fairfax, VA 22031</td>
<td>703-638-1495</td>
<td>4</td>
<td>15</td>
<td>8</td>
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<tr>
<td>High Pointe at Jefferson Park**</td>
<td>8063 Genea Way, Falls Church, VA 22042</td>
<td>571-766-8501</td>
<td>5</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jefferson at Fair Oaks</td>
<td>4201 Jefferson Oak Circle, Fairfax, VA 22033</td>
<td>703-277-7000</td>
<td>6</td>
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</tr>
<tr>
<td>Lincoln at Discovery Square</td>
<td>13720 Atlantic Street, Herndon, VA 20171</td>
<td>703-953-3303</td>
<td>10</td>
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<td>4</td>
<td></td>
</tr>
<tr>
<td>The Ashton at Dulles Corner</td>
<td>13959 Mansarde Avenue, Herndon, VA 20171</td>
<td>703-793-8860</td>
<td>10</td>
<td>7</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>The Courts at Huntington Station</td>
<td>5950 Grand Pavilion Way, Alexandria, VA 22303</td>
<td>703-347-6778</td>
<td>2</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>City</td>
<td>State</td>
<td>Zip Code</td>
<td>Phone</td>
<td>One Bedroom Apts</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>------------------------------------------</td>
<td>---------------</td>
<td>----------</td>
<td>--------------</td>
<td>----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>The Apartments at Regents Park</td>
<td>9333 Clocktower Place</td>
<td>Fairfax</td>
<td>VA</td>
<td>22031</td>
<td>703-352-0300</td>
<td>8</td>
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<tr>
<td>Overture Fair Ridge</td>
<td>3951 Fair Ridge Drive</td>
<td>Fairfax</td>
<td>VA</td>
<td>22033</td>
<td>(Seniors Only)</td>
<td>703-246-1615</td>
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<tr>
<td>Modera Avenir Place</td>
<td>2679 Avenir Place</td>
<td>Merrifield, VA</td>
<td>VA</td>
<td>22180</td>
<td>703-204-9623</td>
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<tr>
<td>Prosperity Flats</td>
<td>2700 Dorr Avenue</td>
<td>Fairfax</td>
<td>VA</td>
<td>22031</td>
<td>703-645-7368</td>
<td>11</td>
</tr>
<tr>
<td>Modera Fairfax Ridge</td>
<td>3887 Fairfax Ridge Road</td>
<td>Fairfax</td>
<td>VA</td>
<td>22030</td>
<td>703-272-8044</td>
<td>9</td>
</tr>
<tr>
<td>Modera Mosaic</td>
<td>2920 District Avenue</td>
<td>Fairfax</td>
<td>VA</td>
<td>22031</td>
<td>703-991-6789</td>
<td>3</td>
</tr>
<tr>
<td>Modera Mosaic II</td>
<td>2920 District Avenue</td>
<td>Fairfax</td>
<td>VA</td>
<td>22031</td>
<td>703-991-6789</td>
<td>6</td>
</tr>
<tr>
<td>Ovation at Park Crest</td>
<td>8231 Crestwood Heights Drive</td>
<td>McLean</td>
<td>VA</td>
<td>22102</td>
<td>703-712-0180</td>
<td>1</td>
</tr>
<tr>
<td>Sunrise of Hunter Mill</td>
<td>2863 Hunter Mill Road</td>
<td>Oakton</td>
<td>VA</td>
<td>22124</td>
<td>(Seniors Only)</td>
<td>703-255-1006</td>
</tr>
<tr>
<td>Sunrise of McLean</td>
<td>8315 Turning Leaf Lane</td>
<td>McLean</td>
<td>VA</td>
<td>22102</td>
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<td>Call for Rental Rates</td>
</tr>
<tr>
<td>The Emerson</td>
<td>5865 Trinity Pkwy</td>
<td>Centreville</td>
<td>VA</td>
<td>20120</td>
<td>703-266-5865</td>
<td>1</td>
</tr>
<tr>
<td>The Loren</td>
<td>6410 Arlington Blvd</td>
<td>Falls Church</td>
<td>VA</td>
<td>22042</td>
<td>703-479-3300</td>
<td>7</td>
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<tr>
<td>The Point at Herndon</td>
<td>13161 Fox Hunt Lane</td>
<td>Herndon</td>
<td>VA</td>
<td>20171</td>
<td>703-787-0707</td>
<td>1</td>
</tr>
<tr>
<td>The Point at Monroe Place</td>
<td>2300 Woodland Crossing Drive</td>
<td>Herndon</td>
<td>VA</td>
<td>20171</td>
<td>703-437-3333</td>
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<tr>
<td>Sunrise of Hunter Mill</td>
<td>2863 Hunter Mill Road</td>
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<td>VA</td>
<td>22124</td>
<td>(Seniors Only)</td>
<td>Call for Rental Rates</td>
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<tr>
<td>Sullivan Place</td>
<td>5575 Vincent Gate Terrace</td>
<td>Alexandria</td>
<td>VA</td>
<td>22312</td>
<td>703-942-8080</td>
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<tr>
<td>Springfield Crossing*</td>
<td>6704 Metropolitan Drive</td>
<td>Springfield</td>
<td>VA</td>
<td>22150</td>
<td>703-822-0111</td>
<td>14</td>
</tr>
<tr>
<td>The Loren</td>
<td>6410 Arlington Blvd</td>
<td>Falls Church</td>
<td>VA</td>
<td>22042</td>
<td>703-479-3300</td>
<td>7</td>
</tr>
<tr>
<td>The Loren</td>
<td>6410 Arlington Blvd</td>
<td>Falls Church</td>
<td>VA</td>
<td>22042</td>
<td>703-479-3300</td>
<td>7</td>
</tr>
<tr>
<td>The Loren</td>
<td>6410 Arlington Blvd</td>
<td>Falls Church</td>
<td>VA</td>
<td>22042</td>
<td>703-479-3300</td>
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<tr>
<td>The Loren</td>
<td>6410 Arlington Blvd</td>
<td>Falls Church</td>
<td>VA</td>
<td>22042</td>
<td>703-479-3300</td>
<td>7</td>
</tr>
<tr>
<td>The Loren</td>
<td>6410 Arlington Blvd</td>
<td>Falls Church</td>
<td>VA</td>
<td>22042</td>
<td>703-479-3300</td>
<td>7</td>
</tr>
<tr>
<td>The Loren</td>
<td>6410 Arlington Blvd</td>
<td>Falls Church</td>
<td>VA</td>
<td>22042</td>
<td>703-479-3300</td>
<td>7</td>
</tr>
</tbody>
</table>
The Apartments at Regents Park
9333 Clocktower Place
Fairfax, VA 22031
703-352-0300
8 one-bedroom apts.
20 two-bedroom apts.
1 three-bedroom apt.

The Emerson
5865 Trinity Pkwy
Centreville, VA 20120
703-266-5865
1 studio apt.
10 one-bedroom apts.
6 two-bedroom apts.
1 three-bedroom apt.

The Loren
6410 Arlington Blvd
Falls Church, VA 22042
703-479-3300
7 one-bedroom apts.
3 two-bedroom apts.

The Point at Herndon
13161 Fox Hunt Lane
Herndon, VA 20171
703-787-0707
1 studio apt.
10 one-bedroom apts.
10 two-bedroom apts.

The Point at Monroe Place
2300 Woodland Crossing Drive
Herndon, VA 20171
703-437-3333
5 one-bedroom apts.
5 two-bedroom apts.

The Ridgewood by Windsor
4211 Ridge Top Road
Fairfax, VA 22030
703-383-3996
6 one-bedroom apts.
9 two-bedroom apts.
1 three-bedroom apt.

The Shelby
6200 North Kings Highway
Alexandria, VA 22303
571-267-2873
10 one-bedroom apts.
5 two-bedroom apts.

The Woodlands Retirement Community
4320 Forest Hill Drive
Fairfax, VA 22030
(Seniors Only)
703-667-9800
7 one-bedroom apts.

Van Metre at Woodland Park
13025 Elm Tree Drive
Herndon, VA 20171
703-435-1900
11 one-bedroom apts.
25 two-bedroom apts.
6 three-bedroom apts.

Vantage at Merrifield Town Center
8190 Strawberry Lane
Falls Church, VA 22042
571-297-4760
8 one-bedroom apts.
6 two-bedroom apts.

Vista Laurel Highlands
8141 McCauley Way
Lorton, VA 22079
703-495-8080
6 one-bedroom apts.
9 two-bedroom apts.
1 three-bedroom apt.

* Indicates that the ADUs are located in a development that also participates in the Low-income Housing Tax Credit Program, which has its own income and rent restrictions.

** Indicates that the ADUs are located in a condominium development. Call the owner of the ADUs for rental information at the phone number listed.
PART 8  2-800 AFFORDABLE DWELLING UNIT PROGRAM

2-801 Purpose and Intent

The Affordable Dwelling Unit Program is established to assist in the provision of affordable housing for persons of low and moderate income. The program is designed to promote a full range of housing choices and to require the construction and continued existence of dwelling units affordable to households whose income is seventy (70) percent or less of the median income for the Washington Standard Metropolitan Statistical Area. An affordable dwelling unit shall mean the rental and/or sale dwelling unit for which the rental and/or sales price is controlled pursuant to the provisions of this Part. For all affordable dwelling unit developments, where the dwelling unit type for the affordable dwelling unit is different from that of the market rate units, the affordable dwelling units should be integrated within the developments to the extent feasible, based on building and development design. In developments where the affordable dwelling units are provided in a dwelling unit type which is the same as the market rate dwelling units, the affordable dwelling units should be dispersed among the market rate dwelling units.

2-802 Applicability

1. The requirements of the Affordable Dwelling Unit Program shall apply to any site or portion thereof at one location which is the subject of an application for rezoning or special exception or site plan or subdivision plat submission which yields, as submitted by the applicant, fifty (50) or more dwelling units at an equivalent density greater than one unit per acre and which is located within an approved sewer service area, except as may be exempt under the provisions of Sect. 803 below. For purposes of this Ordinance, "site or portion thereof at one location" shall include all adjacent undeveloped land of the property owner and/or applicant, the property lines of which are contiguous or nearly contiguous at any point, or the property lines of which are separated only by a public or private street, road, highway or utility right-of-way or other public or private right-of-way at any point, or separated only by other land of the owner and/or applicant, which separating land is not subject to the requirements of this Part.

   Sites or portions thereof at one location shall include all land under common ownership and/or control by the owner and/or applicant, including, but not limited to, land owned and/or controlled by separate partnerships, land trusts, or corporations in which the owner and/or applicant (to include members of the owner and/or applicant's immediate family) is a partner, beneficiary, or is an owner of one (1) percent or more of the stock, and other such forms of business entities. Immediate family members shall include the owner and/or applicant's spouse, children and parents. However, in instances in which a lending institution, such as a pension fund, bank, savings and loan, insurance company or similar entity, has acquired, or acquires an equity interest by virtue of its agreement to provide financing, such equity interest shall not be considered in making determinations of applicability.

2. At the time of application for rezoning or special exception and at the time of site plan or subdivision plat submission, the owner and/or applicant shall submit an affidavit which shall include:
A. The names of the owners of each parcel of the sites or portions thereof, as such terms are defined in Par. 1 above.

B. The Fairfax County Property Identification Map Number, parcel size and zoning district classification for each parcel which is part of the site or portion thereof.

3. An owner and/or applicant shall not avoid the requirements of this Part by submitting piecemeal applications for rezoning or special exception or piecemeal site plan or subdivision plat submissions for less than fifty (50) dwelling units at any one time. However, an owner and/or applicant may submit a site plan or subdivision plat for less than fifty (50) dwelling units if the owner and/or applicant agrees in writing that the next application or submission for the site or portion thereof shall meet the requirements of this Part when the total number of dwelling units has reached fifty (50) or more. This written statement shall be recorded among the Fairfax County land records and shall be indexed in the names of all owners of the site or portion thereof, as such terms are defined in Par. 1 above.

4. The County shall process site plans or subdivision plats proposing the development or construction of affordable dwelling units within 280 days from the receipt thereof, provided that such plans and plats substantially comply with all ordinance requirements when submitted. The calculation of the review period shall include only that time the plans or plats are in for County review, and shall not include such time as may be required for revisions or modifications in order to comply with ordinance requirements.

5. Affordable dwelling units may be provided, at the developer’s option, in any residential development in the R-2 through R-30 and P Districts which is not required to provide affordable dwelling units pursuant to the provisions of this Part. Such development shall be subject to the applicable zoning district regulations for affordable dwelling unit developments and shall be in accordance with the following:

A. For single family detached and single family attached dwelling unit developments, there may be a potential density bonus of up to twenty (20) percent, provided that not less than twelve and one-half (12.5) percent of the total number of dwelling units are provided as affordable dwelling units, subject to the provisions of this Part.

B. For multiple family dwelling unit structures that do not have an elevator, or have an elevator and are three (3) stories or less in height, there may be a potential density bonus for the development consisting of such structures of up to ten (10) percent, provided that not less than six and one-quarter (6.25) percent of the total number of dwelling units are provided as affordable dwelling units, or a potential density bonus for the development consisting of such structures from greater than ten (10) percent up to twenty (20) percent, provided that not less than twelve and one-half (12.5) percent of the total number of dwelling units are provided as affordable dwelling units, subject to the provisions of this Part.

C. For multiple family dwelling unit structures that have an elevator and are four (4) stories or more in height, there may be a potential density bonus for the development consisting of such structures of up to seventeen (17) percent, provided that not less than six and one-quarter (6.25) percent of the total number
of dwelling units are provided as affordable dwelling units, subject to the provisions of this Part for multiple family dwelling developments with fifty (50) percent or less of the required parking provided in parking structures. For such multiple family developments with more than fifty (50) percent of the required parking provided in parking structures, there may be a potential density bonus of up to seventeen (17) percent, provided that not less than five (5) percent of the total number of dwelling units are provided as affordable dwelling units, subject to the provisions of this Part.

D. The affordable dwelling units shall be of the same dwelling unit type as the market rate units constructed on the site.

E. The Affordable Dwelling Unit Advisory Board shall have no authority to modify the percentage of affordable dwelling units required under this provision, nor to allow the construction of affordable dwelling units which are of a different dwelling unit type from the market rate units on the site.

6. For independent living facilities approved by special exception or as part of a rezoning, affordable dwelling units are required in accordance with Sect. 9-306 and the administration of such units is subject to the provisions of this Part, except where specifically excluded.

2-803 Developments Exempt From the Affordable Dwelling Unit Program

Notwithstanding the provisions of Sect. 802 above, the requirements of this Part shall not apply to the following:

1. Any multiple family dwelling unit structure which is constructed of Building Construction Types 1, 2, 3 or 4, as specified in the Virginia Uniform Statewide Building Code (VUSBC).

2. Special exception applications or rezoning applications or amendments thereto approved before July 31, 1990 or rezoning applications or amendments thereto approved before January 31, 2004 for elevator multiple family dwelling unit structures that are four (4) stories or more in height and constructed of Building Construction Type 5 (combustible) as specified in the Virginia Uniform Statewide Building Code (VUSBC), which either:

   A. Include a proffered or approved generalized, conceptual, final development plan or development plan, or special exception plat which contains a lot layout; or

   B. Include a proffered or approved total maximum number of dwelling units or FAR; or

   C. Include a proffered or approved unit yield per acre less than the number of units per acre otherwise permitted by the applicable zoning district regulations; or

   D. Fully satisfy the provisions of Sect. 816 below.

3. Proffered condition amendment, development plan amendment, and special exception amendment applications filed after July 31, 1990 which deal exclusively with issues of
building relocation, ingress/egress, storm water drainage, or other engineering or public facilities issues, or the preservation of historic structures, child care facilities or changes in the size of units, a reduction in the number of units, a change in dwelling unit type which proposes no increase in density over the previously approved density or which request the addition of a special exception or special permit use. In addition, notwithstanding the definition of “site or portion thereof at one location” set forth in Par. 1 of Sect. 802 above, proffered condition amendment, development plan amendment and special exception amendment applications filed after 12:01 AM March 31, 1998, which propose to add land area to a previously exempt development, provided, however, that such additional land area shall be subject to the provisions of this Part. The land area subject to the original zoning or special exception for which an amendment is sought shall remain in substantial conformance with such approved zoning or special exception.

4. Conversion to condominium of developments which were built pursuant to site plans filed or preliminary subdivision plats approved on or before July 31, 1990.

5. Site plans filed and preliminary subdivision plats approved on or before July 31, 1990; provided such site plan is approved within twenty-four (24) months of the return of the initial submission to the applicant or agent, a building permit(s) for the structure(s) shown on the approved site plan is issued in accordance with Par. 1 of Sect. 17-110 of this Ordinance and provided further that the structure(s) is in fact constructed in accordance with such building permit(s); and provided such preliminary plat is approved and a final plat is approved and recorded in accordance with the provisions of Chapter 101 of The Code, Subdivision Ordinance.

Site plans filed or preliminary subdivision plats approved on or before July 31, 1990 for developments not exempt under Paragraphs 2, 3 or 4 above may, at the owner's option, be revised or resubmitted, as the case may be, in order to comply with the requirements of this Part. Such revision or resubmission shall be processed expeditiously by Land Development Services in accordance with the provisions of Par. 4 of Sect. 802 above.

6. Site plans for elevator multiple family dwelling unit structures that are four (4) stories or more in height and are to be constructed of Building Construction Type 5 (combustible) as specified in the Virginia Uniform Statewide Building Code (VUSBC) filed on or before January 31, 2004, provided such site plan is approved within twelve (12) months of the return of the initial submission to the applicant or agent, the site plan remains valid, a building permit(s) for the structure(s) shown on the approved site plan is issued and provided further that the structure(s) is in fact constructed in accordance with such building permit(s).

7. Any independent living facility for low income residents approved in accordance with this Ordinance in which not less than seventy (70) percent of the dwelling units are provided for those residents whose annual household income is not more than fifty (50) percent of the median income for the Washington Metropolitan Statistical Area (WMSA) and not more than thirty (30) percent of the dwelling units are provided for residents whose annual income is not more than seventy (70) percent of the median income for the WMSA.
2-804 Affordable Dwelling Unit Adjuster

1. For rezoning and special exception applications approved after 12:01 AM March 31, 1998, or for proffered rezoning applications approved prior to 12:01 AM March 31, 1998, which specifically provide for the applicability of an amendment to this Part:

   A. Which request approval of single family detached dwelling units or single family attached dwelling units, the lower and upper end of the density range set forth in the adopted comprehensive plan applicable to the application property shall be increased by twenty (20) percent for purposes of calculating the potential density which may be approved by the Board of Supervisors. The provision of affordable dwellings units or, in the case of a modification approved by the ADU Advisory Board, the conveyance of land, contribution to the Fairfax County Housing Trust Fund or combination thereof, as provided for in Par. 3 of Sect. 815 below, shall satisfy the development criteria in the adopted comprehensive plan which relate to the provisions of affordable housing. For the purposes of administration of this Part, where the adopted comprehensive plan does not specify a density range in terms of dwelling units per acre, the density range shall be determined in accordance with Par. 8 below.

   B. Which request approval of non-elevator multiple family dwelling unit structures; or elevator multiple family dwelling unit structures which are three (3) stories or less in height, the lower and upper end of the density range set forth in the adopted comprehensive plan applicable to the application property shall be increased by ten (10) percent for purposes of calculating the potential density which may be approved by the Board of Supervisors. However, at the applicant’s option, the upper end of the density range set forth in the adopted comprehensive plan shall be increased by twenty (20) percent for purposes of calculating maximum potential density. The provision of affordable dwellings units or, in the case of a modification approved by the ADU Advisory Board, the conveyance of land, contribution to the Fairfax County Housing Trust Fund or combination thereof, as provided for in Par. 3 of Sect. 815 below, shall satisfy the development criteria in the adopted comprehensive plan which relate to the provision of affordable housing. For the purposes of administration of this Part, where the adopted comprehensive plan does not specify a density range in terms of dwelling units per acre, the density range shall be determined in accordance with Par. 8 below.

2. Affordable dwelling units required pursuant to Par. 1 above shall be provided in accordance with the following:

   A. If the total number of dwelling units approved by the Board of Supervisors or if the total number of dwelling units shown on the subsequent site plan or subdivision plat is less than the total number approved by the Board, provides for a density which is at or below the low end of the density range specified in the adopted comprehensive plan prior to application of the bonus density permitted for affordable dwelling developments, then no affordable dwelling units shall be required and the applicable zoning district regulations for affordable dwelling unit developments shall not apply.
B. If the total number of dwelling units approved by the Board of Supervisors or if the total number of dwelling units shown on the subsequent site plan or subdivision plan is less than the total number approved by the Board, provides for a density which is above the low end of the density range specified in the adopted comprehensive plan prior to application of the bonus density permitted for affordable dwelling unit developments, affordable dwelling units shall be provided in accordance with the following formulas:

(1) For developments for which a 20% bonus has been applied:

\[
\frac{\text{Approved Density} - \text{Low End of Density Range}}{\{\text{High End of Adjusted Density Range} - \text{Low End of Adjusted Density Range}\}} \times 12.5
\]

(2) For multiple family dwelling unit developments for which a 10% density bonus has been applied and for the multiple family dwelling unit component of a mixed unit development for which a 10% density bonus has been applied:

\[
\frac{\text{Approved Density} - \text{Low End of Density Range}}{\{\text{High End of Adjusted Density Range} - \text{Low End of Adjusted Density Range}\}} \times 6.25
\]

In no event shall the requirement for affordable dwelling units exceed 6.25% for those developments for which a 10% increase in density has been applied to the density range specified in the adopted comprehensive plan or 12.5% for those developments for which a 20% increase in density has been applied to the density range specified in the adopted comprehensive plan.

Examples of the foregoing sliding scale affordable dwelling unit requirement and calculation of the affordable dwelling unit requirement for mixed unit developments where a 10% density increase has been applied to the multiple family component are provided at the end of this Part and should be used for illustrative purposes only.

Description of terms used in affordable dwelling unit formulas:

Approved Density = the dwelling units per acre approved by the Board of Supervisors or as shown on the approved site plan or subdivision plat.

Low End of Density Range = the lower limit of the density range specified in the adopted comprehensive plan for the development site or as determined in accordance with Par. 8 below prior to application of the permitted density increase for affordable dwelling unit developments.

High End of Adjusted Density = the upper limit of the adopted comprehensive plan density range determined after application of the permitted density increase for affordable dwelling unit developments.
GENERAL REGULATIONS

Low End of Adjusted Density = the lower limit of the adopted comprehensive plan density range determined after application of the permitted density increase for affordable dwelling unit developments.

The numbers 5.0, 6.25 and 12.5 in applicable formulas represent absolute numbers, not percentages.

3. For developments which were rezoned prior to July 31, 1990:

A. For single family dwelling unit developments which are not otherwise exempt under Sect. 803 above, the total maximum number of dwelling units permitted under the approved density applicable to such property, exclusive of additional units allowed pursuant to this paragraph, shall be increased by up to twenty (20) percent. Provided that a twenty (20) percent increase in density is obtained, not less than twelve and one-half (12.5) percent of the adjusted total maximum number of dwelling units shall be affordable dwelling units. In the event of density increase of less than twenty (20) percent is the resulting maximum density increase, then the percentage of affordable dwelling units required shall be reduced to maintain a 20 to 12.5 ratio between the density increase and the affordable dwelling units. In the event that no density increase is achieved on the property, no affordable dwelling units shall be required.

B. For developments consisting of non-elevator multiple family dwelling unit structures, or elevator multiple family dwelling unit structures which are three (3) stories or less in height, which are not otherwise exempt under Sect. 803 above, the total maximum number of dwelling units permitted under the approved density applicable to such property, exclusive of additional units allowed pursuant to this paragraph, shall be increased by up to twenty (20) percent.

If a twenty (20) percent increase in density is obtained, not less than twelve and one-half (12.5) percent of the adjusted total maximum number of dwelling units shall be affordable dwelling units. In the event a density increase of less than twenty (20) percent is the resulting maximum density increase, then the percentage of affordable dwelling units required shall be reduced to maintain a 20 to 12.5 ratio between the density increase and the affordable dwelling units. In the event that no density increase is achieved on the property, no affordable dwelling units shall be required.

4. For rezoning applications approved after January 31, 2004 which request approval of elevator multiple family dwelling unit structures, that are four (4) stories or more in height and are to be constructed of Building Construction Type 5 (combustible) as specified in the Virginia Uniform Statewide Building Code (VUSBC), the lower and upper end of the density range set forth in the adopted comprehensive plan applicable to the application property shall be increased by seventeen (17) percent for purposes of calculating the potential density which may be approved by the Board of Supervisors. The provision of affordable dwelling units or, in the case of a modification approved by the ADU Advisory Board, the conveyance of land, contribution to the Fairfax County Housing Trust Fund or combination thereof, as provided for in Par. 3 of Sect. 815 below, shall satisfy the development criteria in the adopted comprehensive plan which relate to the provision of affordable housing. For the purposes of administration of this Part, where the adopted comprehensive plan does not specify a density range in terms of
dwelling units per acre, the density range shall be determined in accordance with Par. 8 below. Affordable dwelling units required pursuant to this paragraph shall be provided in accordance with the following:

A. If the total number of dwelling units approved by the Board of Supervisors or if the total number of dwelling units shown on the subsequent site plan or subdivision plat is less than the total number approved by the Board, provides for a density which is at or below the low end of the density range specified in the adopted comprehensive plan prior to application of the bonus density permitted for affordable dwelling developments, then no affordable dwelling units shall be required and the applicable zoning district regulations for affordable dwelling unit developments shall not apply.

B. If the total number of dwelling units approved by the Board of Supervisors or if the total number of dwelling units shown on the subsequent site plan or subdivision plat is less than the total number approved by the Board, provides for a density which is above the low end of the density range specified in the adopted comprehensive plan prior to application of the bonus density permitted for affordable dwelling unit developments, affordable dwelling units for which the rental and/or sales price is controlled pursuant to the provisions of this Part shall be provided in accordance with the following formulas:

1. For developments with fifty (50) percent or less of the required parking for multiple family dwelling units provided in the above- or below-surface structures:

\[
\text{Approved Density minus Low End of Density Range} \\
\{\text{High End of Adjusted Density Range minus Low End of Adjusted Density Range}\} \times 6.25
\]

2. For developments with more than fifty (50) percent of the required parking for multiple family dwelling units provided in above- or below-surface structures:

\[
\text{Approved Density minus Low End of Density Range} \\
\{\text{High End of Adjusted Density Range minus Low End of Adjusted Density Range}\} \times 5.0
\]

The terms uses in these formulas shall be as defined in Par. 2 above. In no event shall the requirement for affordable dwelling units exceed either 6.25% in accordance with Par. 4B(1) above or 5.0% in accordance with Par. 4B(2) above, as applicable, for those development in which a 17% increase in density has been applied to the density range specified in the adopted comprehensive plan.

C. If the provision of affordable dwelling units and bonus market rate dwelling units requires a change from Building Construction Type 5 to Types 1, 2, 3 or 4, as specified in the Virginia Uniform Statewide Building Codes (VUSBC), as demonstrated by the applicant and confirmed by the County, then the affordable dwelling unit provisions shall not be applicable.
5. For developments, which were rezoned prior to January 31, 2004 and are not otherwise exempt under Sect. 803 above, for elevator multiple family dwelling unit structures that are to be four (4) stories or more in height and constructed of Building Construction Type 5 (combustible) as specified in the Virginia Uniform Statewide Building Code (VUSBC), the total maximum number of dwelling units permitted under the approved density applicable to such property, exclusive of additional units allowed pursuant to this paragraph, shall be increased by up to seventeen (17) percent.

For developments with fifty (50) percent or less of the required parking for multiple family dwelling units provided in above- or below-surface structures, and if a seventeen (17) percent increase in density is obtained, not less than six and one-quarter (6.25) percent of the adjusted total maximum number of dwelling units shall be affordable dwelling units. In the event a density increase of less than seventeen (17) percent is the resulting maximum density increase, then the percentage of affordable dwelling units required shall be reduced to maintain a 17 to 6.25 ratio between the density increase and the affordable dwelling units. In the event that no density increase is achieved on the property, no affordable dwelling units shall be required.

For developments with more than fifty (50) percent of the required parking for multiple family dwelling units provided in above- or below-surface structures, and if a seventeen (17) percent increase in density is obtained, not less than five (5.0) percent of the adjusted total maximum number of dwelling units shall be affordable dwelling units. In the event a density increase of less than seventeen (17) percent is the resulting maximum density increase, then the percentage of affordable dwelling units required shall be reduced to maintain a 17 to 5.0 ratio between the density increase and the affordable dwelling units. In the event that no density increase is achieved on the property, no affordable dwelling units shall be required.

6. For developments where affordable dwelling units are being voluntarily provided, such units shall be provided in accordance with Par. 5 of Sect. 802 above.

7. When the requirement for affordable dwelling units, as calculated in accordance with the above paragraphs, results in a fractional unit of less than 0.5, the number shall be rounded down and any fractional unit of 0.5 or greater shall be rounded up to produce an additional affordable dwelling unit.

8. For the purposes of administration of this Part, where the adopted comprehensive plan does not specify a density range in terms of dwelling units per acre, the following shall apply:

A. Where the adopted comprehensive plan specifies an upper density limit in terms of dwelling units per acre, but there is no lower density limit, then the low end of the density range shall be fifty (50) percent of the upper density limit set forth in the adopted comprehensive plan.

B. Where the adopted comprehensive plan specifies a maximum number of dwelling units for an area, but no density range in terms of dwelling units per acre is specified, the density range shall be determined as follows:

(1) The upper density limit shall be equal to the maximum number of dwelling units specified in the adopted comprehensive plan divided by the land area covered by the adopted comprehensive plan recommendation, and
(2) The lower density limit shall be equal to fifty (50) percent of the upper density limit calculated above.

C. Where the adopted comprehensive plan specifies a square footage or floor area ratio (FAR) range for residential uses for a specific area, but no density range in terms of dwelling units per acre, the dwelling unit per acre density range for single family dwelling unit developments and multiple family dwelling unit developments that do not have an elevator, or have an elevator and are three (3) stories or less in height shall be determined by dividing the residential square footage specified in the adopted comprehensive plan by an average dwelling unit size for the proposed dwelling unit type within the development.

For multiple family dwelling unit developments consisting of four (4) stories or more with an elevator, the dwelling unit per acre density range shall be determined by multiplying the residential square footage specified in the adopted comprehensive plan by eighty-five (85) percent, and dividing that product by an average dwelling unit size for the proposed dwelling unit type within the development.

In all of the above, when the adopted comprehensive plan specifies only a maximum square footage or FAR, the density range shall be determined as follows:

(1) The upper density limit shall be equal to the maximum number of dwelling units calculated above divided by the land area covered by the adopted comprehensive plan recommendation, and

(2) The lower density limit shall be equal to fifty (50) percent of the upper density limit calculated above.

Note: FAR is converted into square footage by multiplying the FAR by the acreage of the development by 43,560.

2-805 Bulk Regulations, Unit Type, Open Space, Lot Size Requirements and Other Regulations

Any development which provides affordable dwelling units on site and/or which includes bonus market rate dwelling units on site pursuant to the provisions of this Part, shall comply with the respective zoning district regulations which apply to affordable dwelling unit developments.

2-806 Designation of Affordable Dwelling Units on Approved Plans

Approved site plans and record subdivision plats shall designate the specific lots or units which are the affordable dwelling units required pursuant to this Part. However, in the case of a multiple family development which is under single ownership, and is a rental project, the affordable dwelling units need not be specifically identified. However, for all multiple family developments, the number of affordable dwelling units by bedroom count and the number of market rate dwelling units by bedroom count shall be noted on the approved site plan and building plan, which notation shall be a condition of the approved site plan and building plan. In a multiple family dwelling development, the number of bedrooms in affordable dwelling units shall be proportional to the bedroom mix of market rate units, unless the owner elects to provide a higher percentage of affordable dwelling units with a greater bedroom count. Affordable
dwelling units which are included on approved site plans and recorded subdivision plats shall be deemed features shown for purposes of Section 15.2-2232 of Va. Code Ann. and, as such, shall not require further approvals pursuant thereto in the event the Fairfax County Redevelopment and Housing Authority shall acquire or lease such units.

For multiple section developments where all the required affordable dwelling units are not to be provided in the first section of the development, the site plan and/or record subdivision plat for the first section and all subsequent sections shall contain a notation identifying in which section(s) the affordable dwelling units will be or have been provided and a total of all affordable dwelling units for which such site plan(s) and/or subdivision plat(s) have been approved.

2-807 Condominium Developments

1. If a development is initially built as a condominium and such development is subject to the requirements of this Part, then the affordable dwelling units required pursuant to this Part shall be specifically identified on the approved site plan, building plans and designated as part of the recorded condominium declaration.

2. If a development is initially built as a rental project under single ownership and such development was subject to the requirements of this Part and then should subsequently convert to a condominium, then:

   A. The provisions of Sect. 804 above shall apply to such condominium development.

   B. The affordable dwelling units required pursuant to this Part shall be specifically identified by unit number as part of the recorded condominium declaration.

   C. The sales price for such affordable dwelling units being converted shall be established by the County Executive pursuant to this Part. If the owner of such condominium conversion elects to renovate the affordable dwelling units, the Affordable Dwelling Unit Advisory Board shall consider the reasonable cost of labor and materials associated with such renovation, which costs shall be factored into the Advisory Board's recommendation to the County Executive respecting the permissible sales prices for such renovated affordable dwelling units.

   D. For any condominium conversion development for which an application for registration of a condominium conversion was filed with the Virginia Real Estate Commission pursuant to Sect. 55-79.89 of the Code of Virginia, as amended, after February 28, 2006, the affordable dwelling units may not be retained as rental units within a condominium conversion development if such units are also subject to condominium conversion. The term of sales price control for affordable dwelling units located within a condominium conversion development for which the initial sale of individual units occurred on or after February 28, 2006, shall be for a period of thirty (30) years and the units shall be priced in accordance with the provisions of this Part. However, upon any resale and/or transfer to a new owner of such affordable dwelling unit within the initial thirty (30) year period of sales price control, the sales prices for each subsequent resale and/or transfer for each such affordable dwelling unit to a new owner shall be controlled for a new thirty (30) year period commencing on the date of such resale or transfer of the affordable dwelling unit. Each initial thirty (30) year control period and each
subsequent thirty (30) year control period may be referred to as the renewable sale price control period or control period.

E. For any condominium conversion development for which an application for registration of the condominium conversion was filed with the Virginia Real Estate Commission pursuant to Sect. 55-79.89 of the Code of Virginia, as amended, on or before February 28, 2006, the affordable dwelling units may be retained as rental units within the development. The condominium declaration and an amended covenant associated with the affordable dwelling units shall specifically set forth:

(1) The term of sales price control for affordable dwelling units located within a condominium conversion development for which the initial sale of individual units occurred before February 28, 2006, shall be for a period of twenty (20) years from the date of issuance of the first Residential Use Permit for the affordable dwelling units required for the development.

(2) All rental affordable dwelling units within the development shall be transferred to the same entity or individual.

(3) The affordable dwelling units shall be rented in accordance with the rental provisions of the ADU Program, including but not limited to, pricing and monthly reporting, and no additional condominium or homeowner association fees shall be assessed to the tenants of the affordable dwelling units.

(4) Parking for the affordable dwelling units shall be provided in accordance with the applicable provisions of the Zoning Ordinance with at least the minimum number of required spaces retained and made available for use by the affordable dwelling unit tenants.

(5) The affordable dwelling units shall be provided in substantially the same bedroom mix as the market rate units in the development.

(6) The tenants of the rental affordable dwelling units shall have access to all the site amenities that were provided when the affordable dwelling units were originally established in the development.

(7) All other covenants set forth in the original covenants and all regulations set forth in the Zoning Ordinance shall remain in full force and effect.

F. The rental tenant occupants of the affordable dwelling units subject to the condominium conversion shall have the right to purchase the dwelling unit they occupy at the sales price established by the County Executive pursuant to this Part. Subsequently, the Fairfax County Redevelopment and Housing Authority shall have the right to purchase any or all of the affordable dwelling units that are not purchased by such rental tenant occupants at the sales price established for such units by the County Executive pursuant to this Part. Such units shall be offered to the Fairfax County Redevelopment and Housing Authority and purchased by it in accordance with the provisions of Par 2B of Sect. 812 below.
2-808 Limitations on Building Permits and Residential Use Permits

1. In any development, except for one that is comprised solely of rental multiple family units, building permits may be issued for all of the dwelling units in the development; however, Residential Use Permits (RUPs) shall not be issued for more than seventy-five (75) percent of the total number of units in the development until such time as RUPs have been issued for at least seventy-five (75) percent of the affordable dwelling units in the development. Additionally, in accordance with Sect. 810 below, the required Notice of Availability and Sales Offering Agreement shall be submitted prior to the issuance of the first RUP for any affordable dwelling unit in the development.

2. A development which is comprised solely of rental multiple family units shall not be subject to the limitations on the issuance of Residential Use Permits contained in this Section, except in accordance with Sect. 811 below, which requires execution of a Notice of Availability and Rental Offering Agreement prior to the issuance of the first RUP for the development.

2-809 Affordable Dwelling Unit Specifications

1. The Fairfax County Redevelopment and Housing Authority (FCRHA) shall develop specifications for the prototype affordable housing products both for sale and rental, which specifications shall be reviewed and approved by the Affordable Dwelling Unit Advisory Board before becoming effective. All building plans for affordable dwelling units shall comply to such specifications. Any applicant or owner may voluntarily construct affordable dwelling units to a standard in excess of such specifications, but only fifty (50) percent of any added cost for exterior architectural compatibility upgrades (such as brick facade, shutters, bay windows, etc.) and additional landscaping on the affordable dwelling unit lot shall be included within recoverable costs, up to a maximum of two (2) percent of the sales price of the affordable dwelling unit, with the allowance for additional landscaping not to exceed one-half (1/2) of the above-noted two (2) percent maximum.

2. In the administration of the Affordable Dwelling Unit Program, the design and construction specifications established in both rental and sales prices shall be structured to make the units affordable to households whose incomes do not exceed seventy (70) percent of the median income of the Washington Standard Metropolitan Statistical Area.

2-810 Administration of For Sale Affordable Dwelling Units

1. The sale of affordable dwelling units shall be regulated by the Fairfax County Redevelopment and Housing Authority. The Housing Authority may adopt reasonable rules and regulations to assist in the regulation and monitoring of the sale and resale of affordable dwelling units, which may include giving a priority to persons who live or work in Fairfax County.

2. The Fairfax County Redevelopment and Housing Authority shall have an exclusive right to purchase up to one-third (1/3) of the for sale affordable dwelling units within a development for a ninety (90) day period beginning on the date that a complete Notice of Availability and ADU Sales Offering Agreement, submitted by the owner, is executed by
the Redevelopment and Housing Authority. The notice shall advise the Redevelopment
and Housing Authority that a particular affordable dwelling unit or units are or will be
completed and ready for purchase. The notice shall be in the form prescribed by the
Redevelopment and Housing Authority and include specific identification of the unit or
units being offered; the number of bedrooms, floor area and amenities for each unit; the
approved sales price for each unit and evidence of issuance of a building permit for the
units. Such written notice may be sent by the owner at any time after the issuance of a
building permit for the affordable dwelling unit and approval of the sales price for the
unit by the County Executive, but shall occur prior to the issuance of the first Residential
Use Permit for any affordable dwelling unit in the development. If the Redevelopment
and Housing Authority elects to purchase a particular affordable dwelling unit, the
Redevelopment and Housing Authority shall so notify the owner in writing and an all
cash closing shall occur within thirty (30) days from the end of the respective ninety (90)
day period, provided a Residential Use Permit has been issued for the unit prior to
closing.

3. The remaining two-thirds (2/3) of the for sale affordable dwelling units within a
development and any units which the Fairfax County Redevelopment and Housing
Authority does not elect to purchase shall be offered for sale exclusively for a ninety (90)
day period to persons who meet the income criteria established by the Redevelopment
and Housing Authority, and who have been issued a Certificate of Qualification by the
Redevelopment and Housing Authority. This ninety (90) day period shall begin on the
date that a complete Notice of Availability and ADU Sales Offering Agreement,
submitted by the owner, is executed by the Redevelopment and Housing Authority. The
notice shall advise the Redevelopment and Housing Authority that a particular affordable
dwelling unit or units are or will be completed and ready for purchase. The notice shall
be in the form prescribed by the Redevelopment and Housing Authority and include the
information described in Par. 2 above. In addition, the owner shall provide marketing
materials concerning the units and the development to be used in the sale of the units.
Such written notice may be sent by the owner at any time after the issuance of a building
permit for the affordable dwelling unit and approval of the sales price for the unit by the
County Executive. Notwithstanding the foregoing, after the first thirty (30) days of the
ninety (90) day period referenced in this paragraph, the Redevelopment and Housing
Authority may elect to purchase up to one-half (1/2) of the affordable dwelling units
offered pursuant to this paragraph by giving written notice of its election to do so for
those units then available within the ninety (90) day period, which notice shall provide
for an all cash closing within thirty (30) days from the end of the ninety (90) day period,
provided a Residential Use Permit has been issued prior to closing.

4. After the expiration of the sixty (60) days of the ninety (90) day period(s) referenced in
Paragraphs 2 and 3 above, the affordable dwelling units not sold shall be offered for sale
to nonprofit housing groups, as designated by the County Executive, subject to the
established affordable dwelling unit prices and the requirements of this Part. The
nonprofit housing groups shall have a thirty (30) day period within which to commit to
purchase the units. This thirty (30) day period shall begin on the date of receipt of
written notification from the owner, sent by registered or certified mail, advising them
that a particular affordable dwelling unit is or will be ready for purchase. The notice
shall state the number of bedrooms, floor area and amenities for each unit offered for
sale. Such written notice may be sent by the owner any time after the commencement of
the ninety (90) day period referenced in Paragraphs 2 and 3 above. If a nonprofit housing
group elects to purchase a particular affordable dwelling unit, they shall so notify the owner in writing and an all cash closing shall occur within thirty (30) days from the end of the thirty (30) day period, provided a Residential Use Permit has been issued for the unit prior to closing.

5. After the expiration of the time period(s) referenced in Paragraphs 2, 3, and 4 above, the affordable dwelling units not sold may be offered to the general public as for sale units subject to established affordable dwelling unit prices and the requirements of this Part or may be offered as rental units subject to the requirements of this Part to persons who meet income requirements hereunder.

6. A schedule of County-wide cost factors and the cost calculation formula used to determine sales prices shall be established initially and may be amended periodically by the County Executive, based upon a determination of all ordinary, necessary and reasonable costs required to construct the various affordable dwelling unit prototype dwellings by private industry in Fairfax County, after consideration by the County Executive of written comment from the public, the Fairfax County Redevelopment and Housing Authority and the Affordable Dwelling Unit Advisory Board, and other information which may be available, such as the area's current general market and economic conditions.

7. Sales prices shall include, among other costs, a marketing and commission allowance of one and one-half (1 1/2) percent of the sales price for the affordable dwelling unit, provisions for builder-paid permanent mortgage placement costs and buy-down fees, and closing costs, except pre-paid expenses required at settlement, but shall not include the cost of land.

8. There shall be a semiannual review and possible adjustment in affordable dwelling unit sales prices which shall be applied to the affordable dwelling unit sales prices initially established by the County Executive adjusted according to the percentage change in the various cost elements as indicated by the U.S. Department of Commerce’s Composite Construction Cost Index and/or such other comparable index or indices selected by the County Executive and recommended by the Affordable Dwelling Unit Advisory Board.

9. The sales prices for affordable dwelling units within a development shall be established such that the owner/applicant shall not suffer economic loss as a result of providing the required affordable dwelling units. “Economic loss” shall mean that result when the owner or applicant of a development fails to recoup the cost of construction and certain allowances as may be determined by the County Executive for the affordable dwelling units pursuant to this Part, exclusive of the land acquisition cost and cost voluntarily incurred, but not authorized under this Part, upon the sale of an affordable dwelling unit.

10. For the purposes of this Section, the “annual household income” shall not include the income of any live-in aide when determining the eligibility of the qualified household, provided such live-in aide meets the standards set forth in the U.S. Department of Housing and Urban Development (HUD) regulations, Article 24, of the Code of Federal Regulations, Section CFR 5.403 and 982.316, and is further subject to Public and Indian Housing Notices PIH 2008-20 and 2009-22 and any future applicable notices issued by HUD.
2-811 Administration of Rental Affordable Dwelling Units

1. The Fairfax County Redevelopment and Housing Authority may adopt reasonable rules and regulations to assist in the regulation and monitoring of the rental of affordable dwelling units, which may include giving a priority to persons who live or work in Fairfax County.

   The Redevelopment and Housing Authority or its designee shall have an exclusive right to lease up to one-third (1/3) of the rental affordable dwelling units within a single family detached or attached dwelling unit development during the control period.

   For the initial rentals of units within a single family detached or attached dwelling unit development or multiple family dwelling development, the owner shall send the Redevelopment and Housing Authority a Notice of Availability and ADU Rental Offering Agreement in a form prescribed by the Redevelopment and Housing Authority, to advise that a particular affordable dwelling unit or units are or will be completed and ready for rental. Such Notice of Availability and ADU Rental Offering Agreement shall be submitted to and executed by the Redevelopment and Housing Authority prior to the issuance of the first Residential Use Permit for any dwelling within the development. The notice shall state the number of bedrooms, floor area, amenities and rent for each unit offered for rental. Such written notice may be sent by the owner at any time after the issuance of a building permit for the affordable dwelling units which are being offered for rental. If the Redevelopment and Housing Authority elects to assume control for a particular affordable dwelling unit, the Redevelopment and Housing Authority shall so notify the owner in writing within thirty (30) days from the execution of the notice by the Redevelopment and Housing Authority.

   For multiple family dwelling developments, for thirty (30) days subsequent to execution of the notice described above by the Redevelopment and Housing Authority, up to one-third (1/3) of the rental affordable dwelling units, which units shall be of proportional bedroom count to the market rate units in the multiple family development, shall be made available to households meeting owner’s normal rental criteria, other than income, having state and/or local rental subsidies, and certified as eligible by the Redevelopment and Housing Authority at rents affordable to households with incomes up to fifty (50) percent of the Washington Standard Metropolitan Statistical Area median income. If the name of a qualifying tenant is not made available to the owner by the Redevelopment and Housing Authority, at the end of the thirty (30) day notice period, the owner may rent the unit(s) to households with income up to fifty (50) percent of the median income for the Washington Standard Metropolitan Statistical Area at a rent affordable to such a household.

   At the owner’s option, the Redevelopment and Housing Authority may lease additional rental units at the affordable dwelling unit or market rent as appropriate. The remaining two-thirds (2/3) of the for rental affordable dwelling units within a development, which units shall be of proportional bedroom count to the market rate units in the multiple family development, shall be offered to persons who meet the established income criteria.

2. Any affordable dwelling units required pursuant to this Part which are not leased by the Fairfax County Redevelopment and Housing Authority shall be leased for a minimum six (6) month period with a maximum term of lease for one (1) year to tenants who meet the eligibility criteria established by the Fairfax County Redevelopment and Housing Authority. The lease agreements for such units shall include conditions which require the tenant to occupy the unit as his or her domicile, which prohibit the subleasing of the
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unit, which require continued compliance with the eligibility criteria established by the
Housing Authority, and which require the tenant to annually verify under oath, on a form
approved by the Fairfax County Redevelopment and Housing Authority, his or her
annual income and such other facts that the landlord may require in order to ensure that
the tenant continues to meet the eligibility criteria established by the Housing Authority.

3. Eligible tenants must continue to meet the income criteria established by the Fairfax
County Redevelopment and Housing Authority in order to continue occupancy of the
affordable dwelling unit. However, a tenant who no longer meets such criteria may
continue to occupy an affordable dwelling unit until the end of the lease term. Affordable
dwelling units not leased by the Fairfax County Redevelopment and Housing Authority
may not be subleased.

4. By the end of each month, the owner of a development containing rental affordable
dwelling units leased to individuals other than the Fairfax County Redevelopment and
Housing Authority shall provide the Housing Authority with a statement verified under
oath which certifies the following as of the first of such month:

A. The address and name of the development and the name of the owner.

B. The number of affordable dwelling units by bedroom count, other than those
leased to the Housing Authority, which are vacant.

C. The number of affordable dwelling units by bedroom count which are leased to
individuals other than the Housing Authority. For each such unit, the statement
shall contain the following information:

   (1) The unit address and bedroom count.

   (2) The tenant's name and household size.

   (3) The effective date of the lease.

   (4) The tenant's (household) income as of the date of the lease.

   (5) The current monthly rent.

D. That to the best of owner's information and belief, the tenants who lease affordable
dwelling units meet the eligibility criteria established by the Fairfax County
Redevelopment and Housing Authority.

E. The owner shall provide the Housing Authority with a copy of each new or revised
annual tenant verification obtained from the renters of affordable dwelling units
pursuant to Par. 2 above.

5. For single family detached or attached dwelling units, County-wide rental prices shall be
established initially by the County Executive, based upon a determination of all ordinary,
necessary and reasonable costs required to construct and market the required number of
affordable dwelling rental units by private industry in the area, after consideration by the
County Executive of written comments from the public, the Fairfax County
Redevelopment and Housing Authority and the Affordable Dwelling Unit Advisory Board, and other information which may be available, such as the area's current general market and economic conditions. In establishing rental prices, consideration shall be given to reasonable and customary allowances in the rental industry for construction, financing and operating costs of the rental units.

6. For multiple family dwelling units, County-wide rental prices shall be established by the County Executive in accordance with the following:

A. Two-thirds (2/3) of the affordable units in multiple family dwelling unit structure developments, which are not otherwise exempt under Sect. 803 above, shall be established according to the following formula which shall be based on sixty-five (65) percent of the median income for the Washington Standard Metropolitan Statistical Area. This base figure shall be adjusted by the following factors for different multiple family dwelling unit sizes based on the number of bedrooms in the dwelling unit:

<table>
<thead>
<tr>
<th>Number of Bedrooms</th>
<th>Adjustment Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Efficiency (0 bedroom)</td>
<td>70%</td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>80%</td>
</tr>
<tr>
<td>2 Bedroom</td>
<td>90%</td>
</tr>
<tr>
<td>3 Bedroom</td>
<td>100%</td>
</tr>
</tbody>
</table>

The result of this calculation for each size multiple family dwelling unit shall then be divided by twelve (12), then multiplied by twenty-five (25) percent and rounded to the nearest whole number to establish the rent for the unit, excluding utilities.

B. One-third (1/3) of the affordable units in multiple family dwelling unit structure developments, which are not otherwise exempt under Sect. 803 above, shall be established according to the following formula which shall be based on fifty (50) percent of the median income for the Washington Standard Metropolitan Statistical Area. This base figure shall be adjusted by the same factors set forth in Par. A above and the results of this calculation for each size dwelling unit shall then be divided by twelve (12), then multiplied by twenty-five (25) percent and rounded to the nearest whole number to establish the rent for the unit, excluding utilities.

C. Rental prices for affordable dwelling units in independent living facility projects which have a monthly charge which combines rent with a service package shall be established on a case by case basis after consideration of written comments from the public, the Fairfax County Redevelopment and Housing Authority and the Affordable Dwelling Unit Advisory Board.

7. Rental prices for affordable dwelling units shall be established such that the owner/applicant shall not suffer economic loss as a result of providing rental affordable dwelling units.
8. There shall be a semiannual review and possible adjustment in affordable dwelling unit rental prices which shall be applied to the affordable dwelling unit rental prices initially established by the County Executive, adjusted according to the percentage change in the various cost elements as indicated by the U. S. Department of Commerce's Composite Construction Cost Index and/or such other comparable index or indices that are selected by the County Executive and recommended by the Affordable Dwelling Unit Advisory Board. In setting adjusted rental prices, the County Executive may establish different rental classifications and prices which reflect the age and condition of the various rental developments within Fairfax County. Rental prices for multiple family dwelling units shall be adjusted in accordance with the formulas set forth in Par. 6 above.

9. For the purposes of this Section, the “annual household income” shall not include the income of any live-in aide when determining the eligibility of the qualified household, provided such live-in aide meets the standards set forth in the U.S. Department of Housing and Urban Development (HUD) regulations, Article 24, of the Code of Federal Regulations, Section CFR 5.403 and 982.316, and is further subject to Public and Indian Housing Notices PIH 2008-20 and 2009-22 and any future applicable notices issued by HUD.

2-812 Covenant, Price and Financing Control of Affordable Dwelling Units

1. Except as qualified by this Section, subsequent price control of affordable dwelling units shall be as follows:

A. For affordable dwelling units for which the initial sale and/or rental occurred prior to March 31, 1998, the prices for subsequent resales and rerentals shall be controlled for a period of fifty (50) years after the initial sale and/or rental transaction for the respective affordable dwelling unit, provided that the control period may be amended upon recordation of a revised covenant in accordance with Par. 2 below; or

B. For affordable dwelling units for which the initial sale/rental occurred on or after March 31, 1998, and before February 28, 2006, the prices for subsequent resales shall be controlled for a period of fifteen (15) years and rerentals shall be controlled for a period of twenty (20) years after the initial sale and/or rental transaction for the respective affordable dwelling unit; or

C. For affordable dwelling units for which the initial sale occurred on or after February 28, 2006, the price for subsequent resales shall be controlled for a period of thirty (30) years after the initial sale. However, upon any resale and/or transfer to a new owner of such affordable dwelling unit within the initial thirty (30) year period of control, the prices for each subsequent resale and/or transfer to a new owner shall be controlled for a new thirty (30) year period commencing on the date of such resale or transfer of the affordable dwelling unit. Each initial thirty (30) year control period and each renewable subsequent thirty (30) year control period may be referred to as a sales price control period. For any affordable dwelling unit that is owned for an entire 30 year control period by the same individual(s), the price control term shall expire and the first sale of the unit after such expiration shall be in accordance with Par. 5 below; or
D. For affordable dwelling units for which the initial rental occurred on or after February 28, 2006, the prices for subsequent rerental shall be controlled for a period of thirty (30) years after the initial rental.

2. In developments containing affordable dwelling units offered for sale, Affordable Dwelling Unit Program covenants, which are applicable to the affordable dwelling units and which run in favor of and are in the form prescribed by the Fairfax County Redevelopment and Housing Authority, shall be recorded simultaneously with the recordation of the final subdivision plat or, in the case of a condominium, recorded simultaneously with the condominium declaration. All such initial and any subsequent or revised Affordable Dwelling Unit Program covenants thereafter recorded shall expressly provide all of the following:

A. The dwelling unit may not be resold during any sales price control period set forth herein for an amount that exceeds the limits set by the County Executive and, prior to offering the dwelling unit for sale, the sales price shall be approved by the Department of Housing and Community Development.

B. Each time the unit may be offered for resale during any sales price control period set forth herein it shall first be offered exclusively through the Fairfax County Redevelopment and Housing Authority. The owner of each such unit to be resold shall provide the Fairfax County Redevelopment and Housing Authority with written notification sent by certified mail that the affordable dwelling unit is being offered for sale. The Fairfax County Redevelopment and Housing Authority shall have the exclusive right to purchase such unit at a purchase price that shall not exceed the control price of the unit at that time as established in accordance with this Part. The Fairfax County Redevelopment and Housing Authority shall notify the owner in writing within thirty (30) days after receipt of the written notification from the owner advising whether or not the Fairfax County Redevelopment and Housing Authority will enter into a contract to purchase the unit on the form approved by the Fairfax County Redevelopment and Housing Authority and subject to certain conditions, such as acceptable condition of title and acceptable physical and environmental conditions. An all cash closing shall occur within ninety (90) days after receipt by the Fairfax County Redevelopment and Housing Authority of the written notification of the owner offering the unit for sale, in the event that all such conditions of the contract are satisfied. The Fairfax County Redevelopment and Housing Authority may either take title to the affordable dwelling unit and amend and restate the covenants applicable to that unit to make the covenants consistent with the then current provisions of this Part or may assign the contract of purchase to a qualified homebuyer with a condition of the assignment being that such amended and restated covenants would be recorded and effective as express terms of the deed of resale. Affordable dwelling units so acquired/contracted for purchase by the Fairfax County Redevelopment and Housing Authority shall be resold to qualified homebuyers in accordance with the Affordable Dwelling Unit Program.

C. For the initial sale of an affordable dwelling unit after the expiration of any sales price control period set forth herein, it shall first be offered exclusively to the Fairfax County Redevelopment and Housing Authority for sixty (60) days. In all instances, whether or not the Housing Authority purchases the unit, one-half (1/2)
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of the difference between the net sales price paid by the purchaser at such sale and
the owner’s purchase price (as adjusted in accordance with Par. 4 below) shall be
contributed to the Fairfax County Housing Trust Fund to promote housing
affordability in Fairfax County.

D. The unit is subject to the provisions of the Affordable Dwelling Unit Program as
set forth in the Fairfax County Zoning Ordinance.

E. For the initial and revised covenants recorded before July 2, 2002:

(1) the covenants shall be senior to all instruments securing permanent
financing, and that the covenants shall be binding upon all assignees,
mortgagees, purchasers and other successors in interest. However, the
covenants shall provide that, in the event of foreclosure, the covenants shall
be released.

(2) the covenants shall state that any or all financing documents shall require the
lender to provide to the County Executive and the Fairfax County
Redevelopment and Housing Authority written notice of any delinquency or
other event of default under a mortgage and that the Fairfax County
Redevelopment and Housing Authority shall have the right for a sixty (60)
day period to cure such a default.

F. For any individual affordable dwelling unit initially conveyed between July 2, 2002
and February 28, 2006 and the resale of any individual affordable dwelling unit
conveyed between July 2, 2002 and February 28, 2006, regardless of whether the
covenants applicable to any such initial conveyance or resale conveyance were
recorded prior to July 2, 2002, and for initial and revised covenants recorded
between July 2, 2002 and February 28, 2006:

(1) the covenants shall be senior to all instruments securing financing, and the
covenants shall be binding upon all assignees, mortgagees, purchasers and
other successors in interest, except that the covenants shall be released in the
event of foreclosure by an Eligible Lender, as such term is defined in Par. 8B
below, as and only to the extent provided for in Par. 8B below.

(2) the covenants shall state that all financing documents shall require every
Eligible Lender and every other lender secured by an individual for sale
affordable dwelling unit to provide to the County Executive and the Fairfax
County Redevelopment and Housing Authority written notice of any
delinquency or other event of default under the deed of trust or mortgage and
that the Fairfax County Redevelopment and Housing Authority shall have
the right to cure such delinquency or other event of default within a period of
ninety (90) days immediately after receipt by the Fairfax County
Redevelopment and Housing Authority of such notice.

(3) no sale, transfer or foreclosure shall affect the validity of the covenants
except as expressly set forth in the provisions of the Affordable Dwelling
Unit Program as set forth in this Part.
(4) each Eligible Lender and any other lender secured by an interest in the affordable dwelling unit shall be required prior to foreclosure to provide the County Executive and the Fairfax County Redevelopment and Housing Authority at least ninety (90) days prior written notice thereof.

(5) the covenants shall state that the unit is subject to all of the provisions set forth in Par. 8B below and shall state those provisions.

(6) the total aggregate amount of principal and accrued interest for all financing secured by an individual for sale affordable dwelling units shall not exceed the owner’s purchase price (as adjusted in accordance with Par. 4 below). Any financing in excess of the owner’s purchase price (as adjusted in accordance with Par. 4 below) shall not be secured by any interest in the applicable individual for sale affordable dwelling unit.

G. For any individual affordable dwelling unit initially conveyed on or after February 28, 2006, the resale during the sales price control period of any individual affordable dwelling unit conveyed on or after February 28, 2006 and for the conversion of rental affordable dwelling units to condominiums on or after February 28, 2006, regardless of whether the covenants applicable to any such initial conveyance or resale conveyance were recorded prior to February 28, 2006, and for initial and revised covenants recorded on or after February 28, 2006:

(1) the covenants shall be senior to all instruments securing financing, and the covenants shall be binding upon all assignees, mortgagees, purchasers and other successors in interest, except that the covenants shall be released in the event of foreclosure by an Eligible Lender, as such term is defined in Par. 8B below, as and only to the extent provided for in Par. 8B below.

(2) the covenants shall state that all financing documents shall require every Eligible Lender and every other lender secured by an individual for sale affordable dwelling unit to provide to the County Executive and the Fairfax County Redevelopment and Housing Authority written notice of any delinquency or other event of default under the deed of trust or mortgage and that the Fairfax County Redevelopment and Housing Authority shall have the right to cure such delinquency or other event of default within a period of ninety (90) days immediately after receipt by the Fairfax County Redevelopment and Housing Authority of such notice.

(3) no sale, transfer or foreclosure shall affect the validity of the covenants except as expressly set forth in the provisions of the Affordable Dwelling Unit Program as set forth in the Fairfax County Zoning Ordinance.

(4) each Eligible Lender and any other lender secured by an interest in the affordable dwelling unit shall be required prior to foreclosure to provide the County Executive and the Fairfax County Redevelopment and Housing Authority at least ninety (90) days prior written notice thereof.

(5) the covenants shall state that the unit is subject to all of the provisions set forth in Par. 8B below and shall state those provisions.
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(6) the total aggregate amount of principal and accrued interest for all financing secured by an individual for sale affordable dwelling units shall not exceed the owner’s purchase price (as adjusted in accordance with Par. 4 below). Any financing in excess of the owner’s purchase price (as adjusted in accordance with Par. 4 below) shall not be secured by any interest in the applicable individual for sale affordable dwelling unit.

(7) the covenants shall specifically state that upon any resale and/or transfer to a new owner of such affordable dwelling unit within the initial thirty (30) year control period, the prices for each subsequent resale and/or transfer to a new owner shall be controlled for a new thirty (30) year period commencing on the date of such resale or transfer of the affordable dwelling unit.

At the time of the initial sale of an individual affordable dwelling unit, which sale occurs on or after March 31, 1998, the owner/applicant shall provide in the sales contract for each affordable dwelling unit offered for sale a copy of the recorded covenant running with the land in favor of the Redevelopment and Housing Authority. The owner/applicant shall include in the deed for each affordable dwelling unit sold an express statement that the affordable dwelling unit is subject to the terms and conditions of the Affordable Dwelling Unit Program covenants recorded pursuant to this Part with a specific reference to the deed book and page where such covenants are recorded. At the time of the initial sale and any resale of an individual affordable dwelling unit, which sale or resale occurs on or after July 2, 2002, the owner/applicant shall also include in the deed for each affordable dwelling unit sold an express statement that the total aggregate amount of indebtedness that may be secured by the affordable dwelling unit is limited and that other terms and conditions apply, including, but not limited to, a right for the Fairfax County Redevelopment and Housing Authority or a nonprofit agency designated by the County Executive to acquire the affordable dwelling unit on certain terms in the event of a pending foreclosure sale, as set forth in the Affordable Dwelling Unit Program covenants and/or in the Affordable Dwelling Unit Program set forth in the Fairfax County Zoning Ordinance, as it may be amended.

For individual affordable dwelling units conveyed prior to 12:01 AM March 31, 1998, the owner may modify the existing covenant recorded with such conveyance by recording a revised covenant in the form prescribed by the Redevelopment and Housing Authority. If the recordation of such modified covenant occurs prior to February 28, 2006, the fifteen (15) year control period with respect to for sale units and the twenty (20) year control period with respect to rental units shall be deemed to have commenced on March 31, 1998. If the recordation of such modified covenant occurs on or after February 28, 2006, the renewable sales price control period of thirty (30) years shall apply with respect to for sale units and the thirty (30) year control period with respect to rental units shall apply and shall be deemed to have commenced on March 31, 1998. Any revised covenants hereafter recorded that reduce the control period from fifty (50) years shall expressly provide that the terms and conditions of other previously recorded covenants shall continue to apply, as amended to provide that the terms thereof shall set forth terms and conditions in accordance with the terms herein.

3. The owner of each such unit to be resold during any sales price control period and, subject to the provisions of Par. 2E of Sect. 807 above, for the conversion of rental affordable dwelling units to condominium affordable dwelling units shall provide the
Fairfax County Redevelopment and Housing Authority with written notification sent by certified mail that the affordable dwelling unit is being offered for sale. The Fairfax County Redevelopment and Housing Authority shall have the exclusive right to purchase such unit at a purchase price that shall not exceed the control price of the unit at that time as established in accordance with this Part and such owner shall sell the unit to the Fairfax County Redevelopment and Housing Authority. The Fairfax County Redevelopment and Housing Authority shall notify the owner in writing within thirty (30) days after receipt of the written notification from the owner advising whether or not the Fairfax County Redevelopment and Housing Authority will enter into a contract to purchase the unit on the form approved by the Fairfax County Redevelopment and Housing Authority and subject to certain conditions, such as acceptable condition of title and acceptable physical and environmental conditions. An all cash closing shall occur within ninety (90) days after receipt by the Housing Authority of the written notification of the owner offering the unit for sale, in the event that all such conditions of the contract are satisfied. The Fairfax County Redevelopment and Housing Authority may either take title to the affordable dwelling unit and amend and restate the covenants applicable to that unit to make the covenants consistent with the then current provisions of this Part or may assign the contract of purchase to a qualified homebuyer with a condition of the assignment being that such amended and restated covenants would be recorded and effective as express terms of the deed of resale. Affordable dwelling units so acquired/contracted for purchase by the Fairfax County Redevelopment and Housing Authority shall be resold to qualified homebuyers in accordance with its Affordable Dwelling Unit Program.

If the Fairfax County Redevelopment and Housing Authority does not elect to purchase an available affordable dwelling unit, for the first sixty (60) days individual affordable dwelling units are offered for resale, the units shall first be offered exclusively through the Fairfax County Redevelopment and Housing Authority to persons who meet the Redevelopment and Housing Authority's criteria, and who have been issued a Certificate of Qualification by the Redevelopment and Housing Authority. Upon the expiration of the sixty (60) day period, the unit may be offered for sale to the general public to persons who meet income requirements hereunder and at the current controlled price as set pursuant to Sect. 810 above.

4. Units offered for sale during any control period shall not be offered for a price greater than the original selling price plus a percentage of the unit's original selling price equal to the increase in the U. S. Department of Labor's Consumer Price-Urban Area Index or such other index selected by the County Executive following consideration of the recommendation by the Affordable Dwelling Unit Advisory Board, plus the lesser of the current fair market value or the actual original cost of certain improvements as determined by the Fairfax County Redevelopment and Housing Authority in accordance with its regulations to be (a) substantial and appropriate replacements or improvements of existing housing components and/or (b) structural improvements made to the unit between the date of original sale and the date of resale, plus an allowance for payment of closing costs on behalf of the subsequent purchaser which shall be paid by the seller. Those features deemed to be substantial and appropriate replacements or improvements of housing components and structural improvements are as set forth by the Fairfax County Redevelopment and Housing Authority. No increase in sales price shall be allowed for the payment of brokerage fees associated with the sale of the unit, except that with respect to units purchased and resold by the Fairfax County Redevelopment and Housing Authority, an increase of one and one half (1 1/2) percent of the resale price
shall be allowed for marketing and transaction costs, and with respect to resales by other owners, an increase of one and one-half (1 1/2) percent of the sales price shall be allowed as a fee to be paid to a real estate broker or agent licensed to conduct residential real estate transactions in the Commonwealth of Virginia who meets the qualifications determined by the Redevelopment and Housing Authority and who serves as a dual agent for both the qualified buyer and the seller in the resale of the affordable dwelling unit in accordance with sales procedures approved by the Housing Authority. The one and one-half (1 1/2) percent fee shall be paid to such real estate broker or agent by the seller at the time of settlement of the resale of the affordable dwelling unit as part of the disbursement of settlement proceeds.

5. For the initial sale of an affordable dwelling unit after the expiration of any control period, the Fairfax County Redevelopment and Housing Authority shall be offered the exclusive right to purchase the unit. The owner of each such unit shall provide the Redevelopment and Housing Authority with written notification sent by registered or certified mail that the unit is for sale. If the Redevelopment and Housing Authority elects to purchase such unit, the Authority shall so notify the owner in writing within thirty (30) days of receipt of the written notification from the owner and the all cash closing shall occur within sixty (60) days thereafter.

In all instances, whether or not the Redevelopment and Housing Authority elects to purchase such unit, one-half (1/2) of the amount of the difference between the net sales price paid by the purchaser at such sale and the owner’s purchase price plus a percentage of the unit’s selling price equal to the increase in the U.S. Department of Labor’s Consumer Price-Urban Area Index or such other index selected by the County Executive following consideration of the recommendation by the Affordable Dwelling Unit Advisory Board, plus the lesser of the current fair market value or the actual original cost of certain improvements as determined by the Redevelopment and Housing Authority in accordance with its regulations to be (a) substantial and appropriate replacements or improvements of existing housing components and/or (b) structural improvements made to the unit between the date of the owner’s purchase and the date of resale shall be contributed to the Fairfax County Housing Trust Fund to promote housing affordability in Fairfax County as part of the disbursement of settlements proceeds. Such equity interest of the Fairfax County Housing Trust Fund shall apply to each affordable dwelling unit. Notice of such equity interest of the Fairfax County Housing Trust Fund may be evidenced by a document recorded among the land records of Fairfax County, Virginia encumbering any affordable dwelling unit. Net sales price shall exclude closing costs such as title charges, transfer charges, recording charges, commission fees, points and similar charges related to the closing of the sale of the property paid by the seller. All amounts necessary to pay and satisfy any and all liens, judgments, deeds of trust, or other encumbrances on the unit, other than the equity interest of the Fairfax County Housing Trust Fund, shall be paid by the seller out of proceeds of the seller from such sale, as determined in accordance with this paragraph, or shall be paid otherwise by the seller. In no event shall any such amounts required to be paid by the seller reduce the amount, as determined in accordance with this paragraph, which is to be contributed to the Fairfax County Housing Trust Fund pursuant to this paragraph.

6. In the case of a rental project having received zoning approval before February 28, 2006, where such approval includes a proffered condition or approved development plan that addresses affordable dwelling units in accordance with this Part, prior to the issuance of the first Residential Use Permit for the development and the offering for rent of any
affordable dwelling units, the owner shall record a covenant running with the land in favor of the Fairfax County Redevelopment and Housing Authority which provides that for twenty (20) years from the date of issuance of the first Residential Use Permit for the affordable dwelling units required under this Part, which date shall be subsequently specified in the covenant, that no such unit may be rented for an amount which exceeds the limits set by the County Executive, that the project is subject to the provisions of the Affordable Dwelling Unit Program as set forth in the Fairfax County Zoning Ordinance, that the covenant shall be senior to all instruments securing permanent financing, and that the covenant shall be binding upon all assignees, mortgagees, purchasers and other successors in interest.

In the case of a rental project that receives zoning approval on or after February 28, 2006, or received zoning approval before February 28, 2006 where such approval does not include a proffered condition or approved development plan that addresses affordable dwelling units in accordance with this Part, prior to the issuance of the first Residential Use Permit for the development and the offering for rent of any affordable dwelling units, the owner shall record a covenant running with the land in favor of the Fairfax County Redevelopment and Housing Authority which provides that for thirty (30) years from the date of issuance of the first Residential Use Permit for the affordable dwelling units required under this Part, which date shall be subsequently specified in the covenant, that no such unit may be rented for an amount which exceeds the limits set by the County Executive, that the project is subject to the provisions of the Affordable Dwelling Unit Program as set forth in the Fairfax County Zoning Ordinance, that the covenant shall be senior to all instruments securing permanent financing, and that the covenant shall be binding upon all assignees, mortgagees, purchasers and other successors in interest.

For initial and revised covenants recorded before July 2, 2002, the covenants shall provide that in the event of foreclosure, the covenants shall be released. For initial and revised covenants recorded between July 2, 2002 and February 27, 2006, the covenants shall terminate in the event of the foreclosure sale of a rental project by an Eligible Lender, in accordance with Par. 8B below. For initial and revised covenants recorded on or after February 28, 2006, the covenants shall remain in full force and effect in the event of the foreclosure sale of a rental project by an Eligible Lender, in accordance with Par. 8B below. Additionally, prior to the issuance of the first Residential Use Permit for any of the dwelling units within the development, the owner shall provide the Notice of Availability and Offering Agreement required by Par. 1 above.

7. Rentals subsequent to the initial rental during the twenty (20) or thirty (30) year control period, as applicable, shall not exceed the rental rate established by the County Executive pursuant to Par. 8 of Sect. 811 above.

8. The financing of affordable dwelling units provided pursuant to this Part shall comply with the following:

A. For initial and revised covenants recorded before July 2, 2002:

(1) the covenant shall be senior to all instruments securing permanent financing, and the covenant shall be binding upon all assignees, mortgagees, purchasers and other successors in interest. However, the covenants shall provide that, in the event of foreclosure, the covenants shall be released.
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(2) the covenants shall state that all financing documents shall require the lender to provide to the County Executive and the Fairfax County Redevelopment and Housing Authority written notice of any delinquency or other event of default under a mortgage and the Fairfax County Redevelopment and Housing Authority shall have the right for a sixty (60) day period to cure such a default.

(3) any and all financing documents shall provide that, in the event of foreclosure of projects and units subject to the requirements of this Part that are comprised of rental or for sale affordable dwelling units, the lender shall give written notice to the Fairfax County Redevelopment and Housing Authority of the foreclosure sale at least thirty (30) days prior thereto and in the case of individual for sale affordable dwelling units, the Housing Authority shall have the right to cure the default.

B. For any individual affordable dwelling unit initially conveyed on or after July 2, 2002 and the resale of any individual affordable dwelling unit conveyed on or after July 2, 2002, regardless of whether the covenants applicable to any such initial conveyance or resale conveyance were recorded prior to July 2, 2002, and for initial and revised covenants recorded on or after July 2, 2002:

(1) the covenants shall be senior to all instruments securing financing, and the covenants shall be binding upon all assignees, mortgagees, purchasers and other successors in interest, except that the covenant shall be released in the event of foreclosure by an Eligible Lender, as and only to the extent provided for in Par. 8B(5) below.

(2) all financing documents shall require every Eligible Lender and every other lender secured by an individual for sale affordable dwelling unit to provide to the County Executive and the Fairfax County Redevelopment and Housing Authority written notice of any delinquency or other event of default under the deed of trust or mortgage and that the Fairfax County Redevelopment and Housing Authority shall have the right to cure such delinquency or other event of default within a period of ninety (90) days immediately after receipt by the Fairfax County Redevelopment and Housing Authority of such notice.

(3) no sale, transfer or foreclosure shall affect the validity of the covenants except as expressly set forth in the provisions of the Affordable Dwelling Unit Program as set forth in this Part.

(4) the total aggregate amount of principal and accrued interest for all financing secured by an individual for sale affordable dwelling unit shall not exceed the owner’s purchase price (as adjusted in accordance with Par. 4 above). Any financing in excess of the owner’s purchase price (as adjusted in accordance with Par. 4 above) shall not be secured by any interest in the applicable individual for sale affordable dwelling unit.

(5) an Eligible Lender is defined as an institutional lender holding a first priority purchase money deed of trust on a rental project or on an individual for sale
affordable dwelling unit or a refinancing of such institutionally financed purchase money deed of trust by an institutional lender, provided that such refinancing does not exceed the outstanding principal balance of the existing purchase money first trust indebtedness on the unit at the time of refinancing. An Eligible Lender shall have the right to foreclose on a rental project or an affordable dwelling unit and the covenants on the rental project or affordable dwelling unit shall terminate upon such foreclosure by the Eligible Lender in the event that the rental project or the affordable dwelling unit is sold by a trustee on behalf of the Eligible Lender to a bona fide purchaser for value at a foreclosure sale and all the requirements of the Affordable Dwelling Unit Program as set forth in this Part, the covenants, and applicable regulations with respect to such foreclosure sale are satisfied. Such requirements include, but are not limited to, the Eligible Lender with respect to an individual for sale affordable dwelling unit having provided the County Executive and the Redevelopment and Housing Authority written notice of the foreclosure sale proposed and having provided the Right to Cure and the Right to Acquire, as such terms are defined in Par. 8B(6) below. An Eligible Lender with respect to a rental project shall not be required to provide the Right to Cure and the Right to Acquire.

(6) each Eligible Lender with respect to an individual for sale affordable dwelling unit shall also provide a right to cure any delinquency or default (Right to Cure), and a right to acquire an individual for sale affordable dwelling unit subject to the foreclosure notice given pursuant to Par. 8B(8) below (Right to Acquire). The Right to Cure and/or the Right to Acquire, as applicable, may be exercised by the Fairfax County Redevelopment and Housing Authority, or by a nonprofit agency designated by the County Executive in the event the Redevelopment and Housing Authority elects not to exercise its right, at any time during such ninety (90) day period after the Redevelopment and Housing Authority has received notice of the delinquency or default or of the proposed foreclosure up to and including at such foreclosure sale. An affordable dwelling unit so acquired shall be acquired for the purpose of resale of such unit to persons qualified under the Affordable Dwelling Unit Program and not for conversion of the affordable dwelling unit to a rental unit. The Right to Acquire shall entitle the Redevelopment and Housing Authority or the nonprofit agency designated by the County Executive to acquire the affordable dwelling unit at or before any foreclosure sale for which such notice has been given upon payment in full of the outstanding indebtedness on the affordable dwelling unit owed to the Eligible Lender including principal, interest, and fees that together in the aggregate do not exceed the amount of the owner’s purchase price (as adjusted in accordance with Par. 4 above), and other reasonable and customary costs and expenses (the Outstanding First Trust Debt), with no owner, prior owner or other party, whether secured or not, having any rights to compensation under such circumstances.

(7) in the event that neither the Fairfax County Redevelopment and Housing Authority nor the nonprofit agency designated by the County Executive exercises the Right to Acquire and the individual for sale affordable dwelling unit is sold for an amount greater than the Outstanding First Trust Debt, one-
half (1/2) of the amount in excess of the Outstanding First Trust Debt shall be paid to the Fairfax County Housing Trust Fund to promote housing affordability in Fairfax County as part of the disbursement of settlement proceeds.

(8) each Eligible Lender and any other lender secured by an interest in a rental project or an individual for sale affordable dwelling unit shall be required prior to foreclosing to provide the County Executive and the Fairfax County Redevelopment and Housing Authority at least ninety (90) days prior written notice thereof.

(9) all financing documents for financing secured by an individual for sale affordable dwelling unit shall state that the Eligible Lender’s financing provides the Right to Cure and Right to Acquire which may be exercised by the Fairfax County Redevelopment and Housing Authority, or by a nonprofit agency designated by the County Executive in the event the Fairfax County Redevelopment and Housing Authority elects not to exercise its rights, at any time during such ninety (90) day period after the Fairfax County Redevelopment and Housing Authority has received notice, as applicable, of the delinquency or default or of the proposed foreclosure up to and including at such foreclosure sale.

9. Notwithstanding the above, for multiple family dwelling rerentals that were initially rented before February 28, 2006, all of the relevant provisions of this Part shall apply for the 20 year control period except that after the initial 10 years and after provision of 120 day written notice to the Housing Authority and the tenants of the affordable dwelling units, the owner may elect to file a rezoning application and comply with whatever requirements result there from, or may elect to pay to the Fairfax County Housing Trust Fund an amount equivalent to the then fair market value of the land attributable to all bonus and affordable dwelling units and provide relocation assistance to the tenants of the affordable dwelling units in accordance with the requirements of Article 4 of Chapter 12 of The Code. Thereupon, the units previously controlled by this Part as affordable dwelling units shall be released fully. For multiple family dwelling rerentals that were initially rented on or after February 28, 2006, all of the relevant provisions of this Part shall apply for the thirty (30) year control period; provided, however, that the provision for an early release of the covenants after the initial ten (10) years set forth above in this paragraph shall not apply.

10. The provisions set forth in Paragraphs 2F and 8B above shall apply and the applicable covenants shall be deemed to incorporate such provisions, whether or not expressly set forth in such covenants, to any individual affordable dwelling unit initially conveyed on or after July 2, 2002 and the resale of any individual affordable dwelling unit conveyed on or after July 2, 2002, regardless of whether the covenants applicable to any such initial conveyance or resale conveyance were recorded prior to July 2, 2002.

11. In the event of a foreclosure sale of any affordable dwelling unit after September 14, 2004 the following shares of the proceeds of such foreclosure sale shall be paid to the Fairfax County Housing Trust Fund to promote housing affordability in Fairfax County:

A. For any individual affordable dwelling unit initially conveyed on or after July 2,
2002 and any individual affordable dwelling unit resold and conveyed on or after
July 2, 2002, regardless of whether the covenants applicable to any such initial
conveyance or resale conveyance were recorded prior to July 2, 2002, and for
initial and revised covenants recorded on or after July 2, 2002, in the event that the
individual for sale affordable dwelling unit is sold at the foreclosure sale for an
amount greater than the Outstanding First Trust Debt, as such term is defined in
Par. 8B(6) above, one-half (1/2) of the amount in excess of the Outstanding First
Trust Debt shall be paid to the Fairfax County Housing Trust Fund as part of the
disbursement of settlement proceeds.

B. For all other individual affordable dwelling units, in all instances, one-half (1/2) of
the amount of the difference between the net sales price paid by the purchaser at
such sale and the foreclosed owner's purchase price plus a percentage of the unit's
selling price equal to the increase in the U.S. Department of Labor's Consumer
Price-Urban Area Index or such other index selected by the County Executive
following consideration of the recommendation by the Affordable Dwelling Unit
Advisory Board, plus the lesser of the current fair market value or the actual
original cost of certain improvements as determined by the Redevelopment and
Housing Authority in accordance with its regulations to be (1) substantial and
appropriate replacements or improvements of existing housing components and/or
(2) structural improvements made to the unit between the date of the foreclosed
owner's purchase and the date of resale (the “Housing Trust Fund Share”) shall be
contributed to the Fairfax County Housing Trust Fund as part of the disbursement
of settlement proceeds. Net sales price shall exclude closing costs such as title
charges, transfer charges, recording charges, commission fees, points and similar
charges related to the closing of the sale of the property paid by the seller. All
amounts necessary to pay and satisfy any and all liens, judgments, deeds of trust, or
other encumbrances on the unit, other than the equity interest of the Fairfax County
Housing Trust Fund, shall be paid out of proceeds of the foreclosure sale that are
not the Housing Trust Fund Share, as determined in accordance with this
paragraph, or shall be otherwise paid by the foreclosed owner. In no event shall
any such amounts required to be paid by the foreclosed owner reduce the Housing
Trust Fund Share, as determined in accordance with this paragraph, which is to be
contributed to the Fairfax County Housing Trust Fund pursuant to this paragraph.

2-813 Occupancy of Affordable Dwelling Units

1. Before an individual may purchase an affordable dwelling unit, he or she must obtain a
Certificate of Qualification from the Fairfax County Redevelopment and Housing
Authority. Before issuing a Certificate of Qualification, the Housing Authority shall
determine that the applicant meets the criteria established by the Housing Authority for
low and moderate income persons.

2. Before an individual may rent an affordable dwelling unit, he or she must meet the
eligibility criteria established by the Fairfax County Redevelopment and Housing
Authority for persons of low and moderate income. The landlord/owner shall be
responsible for determining that the tenant meets the eligibility criteria.
GENERAL REGULATIONS

3. Except for circumstances referenced in Par. 5 of Sect. 810 and Par. 3 of Sect. 812 above, it shall be a violation of this Ordinance for someone to sell an affordable dwelling unit to an individual who has not been issued a Certificate of Qualification by the Fairfax County Redevelopment and Housing Authority.

4. Except as provided for in Par. 3 of Sect. 811 above, it shall be a violation of this Ordinance for someone to rent or continue to rent an affordable dwelling unit to an individual who does not meet or fails to continue to meet the income eligibility criteria established by the Fairfax County Redevelopment and Housing Authority.

5. Purchasers or renters of affordable dwelling units shall occupy the units as their domicile and shall provide an executed affidavit on an annual basis certifying their continuing occupancy of the units. Owners of for sale affordable dwelling units shall forward such affidavit to the Fairfax County Redevelopment and Housing Authority on or before June 1 of each year that they own the unit. Renters shall provide such affidavit to their landlords/owners by the date that may be specified in their lease or that may otherwise be specified by the landlord/owner.

6. In the event the renter of an affordable dwelling unit fails to provide his or her landlord/owner with an executed affidavit as provided for in the preceding paragraph within thirty (30) days of a written request for such affidavit, then the lease shall automatically terminate, become null and void and the occupant shall vacate the unit within thirty (30) days of written notice from the landlord/owner.

7. Except as provided for in Par. 3 of Sect. 811 above, in the event a renter of an affordable dwelling unit shall no longer meet the eligibility criteria established by the Fairfax County Redevelopment and Housing Authority, as a result of increased income or other factor, then at the end of the lease term, the occupant shall vacate the unit.

8. In the event a renter fails to occupy a unit for a period in excess of sixty (60) days, unless such failure is approved in writing by the Fairfax County Redevelopment and Housing Authority, a default shall occur. The lease shall automatically terminate, become null and void and the occupant shall vacate the unit within thirty (30) days of written notice from the landlord/owner.

9. Notwithstanding the provisions of Paragraphs 6, 7 and 8 above, if the landlord/owner shall immediately designate an additional comparable unit as an affordable dwelling unit to be leased under the controlled rental price and requirements of this Part, the renter of such unit referenced in Paragraphs 6, 7 and 8 above may continue to lease such unit at the market value rent.

2-814 Affordable Dwelling Unit Advisory Board

1. The Affordable Dwelling Unit (ADU) Advisory Board shall consist of nine (9) members appointed by the Board of Supervisors. Members shall be qualified as follows:

   A. Two members shall be either civil engineers and/or architects, each of whom shall be registered or certified with the relevant agency of the Commonwealth, or planners, all of whom shall have extensive experience in practice in Fairfax County.
B. One member shall be a representative of a lending institution which finances residential development in Fairfax County.

C. Four members shall consist of:
   
   (1) A representative from the Fairfax County Department of Housing and Community Development.
   
   (2) A residential builder with extensive experience in producing single family detached and attached dwelling units.
   
   (3) A residential builder with extensive experience in producing multiple family dwelling units.
   
   (4) A representative from either the Fairfax County Land Development Services or the Department of Planning and Development.

D. One member shall be a representative of a nonprofit housing group which provides services in Fairfax County.

E. One member shall be a citizen of Fairfax County.

F. At least four members shall be employed in the private sector.

2. Each member of the ADU Advisory Board shall be appointed to serve a four-year term. Terms shall be staggered such that the initially constituted Board shall consist of four members appointed to four-year terms; three members appointed to three-year terms; and two members appointed to two-year terms.

3. The ADU Advisory Board shall advise the County Executive respecting the setting of the amount and terms of all sales and rental prices of affordable dwelling units.

4. The ADU Advisory Board shall be authorized to hear and make final determinations or grant requests for modifications of the requirements of the Affordable Dwelling Unit Program, except that the ADU Advisory Board shall not have the authority to:
   
   A. modify or reduce the Affordable Dwelling Unit Adjuster required pursuant to Sect. 804 above,
   
   B. modify the unit specifications established by the Fairfax County Redevelopment and Housing Authority pursuant to Par. 1 of Sect. 809 above,
   
   C. modify the eligibility requirements for participation in the ADU Program,
   
   D. modify any proffered condition, development condition or special exception condition specifically regarding ADU’s,
   
   E. modify the zoning district regulations applicable to ADU developments,
F. hear appeals or requests for modifications of affordable dwelling unit sales or rental prices,

G. modify the provisions of Par. 5 of Sect. 802 above regarding the percentage of affordable dwelling units required or to allow the construction of affordable dwelling units which are of a different dwelling unit type from the market rate units on the site, or

H. modify the provisions of Paragraphs 2D and 2E of Sect. 807 above regarding the conversion of rental developments to condominium and the establishment of new condominium developments.

5. The ADU Advisory Board shall elect its Chairperson and may adopt rules and regulations regarding its formulation of a recommendation regarding the amounts and terms of sales and rental prices of affordable dwelling units and the procedures to be followed by an applicant seeking a modification of the requirements of the Affordable Dwelling Unit Program.

6. Any determination by the ADU Advisory Board shall require the affirmative vote of a majority of those present. A quorum shall consist of no less than five (5) members. All determinations and recommendations shall be rendered within ninety (90) days of receipt of a complete application.

2-815 Modifications to the Requirements of the Affordable Dwelling Unit Program

1. Requests for modifications to the requirements of the Affordable Dwelling Unit Program as applied to a given development may be submitted in writing to the ADU Advisory Board. Such application shall include an application fee as provided for in Sect. 18-106 and the applicant shall specify the precise requirement for which a modification is being sought and shall provide a description of the requested modification and justification for such request. In the case of a modification request filed pursuant to Par. 3 below, the applicant shall demonstrate in detail how such request complies with the required findings by the ADU Advisory Board for such modification and why the requirements of this Part cannot be met on the applicant’s property.

2. An applicant shall promptly provide such additional information in support of the request for a modification as the Affordable Dwelling Unit Advisory Board may require.

3. In addition, in exceptional cases, instead of building the required number of affordable dwelling units, the ADU Advisory Board may permit an applicant to:

   A. Convey the equivalent amount of land within the development for which a modification is sought to the Fairfax County Redevelopment and Housing Authority which would be necessary to provide the required number of affordable dwelling units. In such instances, the total number of dwelling units which the applicant may build on the remainder of the site shall be reduced by the number of affordable dwelling units required pursuant to Sect. 804 above; or
FAIRFAX COUNTY ZONING ORDINANCE

B. Contribute to the Fairfax County Housing Trust Fund an amount equivalent to the fair market value for the lot on which the affordable dwelling unit would otherwise have been constructed; or

C. Provide any combination of affordable dwelling units, land, or contribution to the Fairfax County Housing Trust Fund.

Permitting an applicant to meet the requirements of the Affordable Dwelling Unit Program by providing either land or contributions to the Fairfax County Housing Trust Fund is not favored. However, such modifications may be allowed upon demonstration by the applicant and a finding by the ADU Advisory Board that (1) the provision of all the affordable dwelling units required is physically and/or economically infeasible; (2) the overall public benefit outweighs the benefit of the applicant actually constructing affordable dwelling units on the particular site; and (3) the alternative will achieve the objective of providing a broad range of housing opportunities throughout Fairfax County.

4. The ADU Advisory Board shall act on requests for modifications within ninety (90) days of receipt of a complete application. The ninety (90) day time period shall be tolled during the time it takes the applicant to provide information requested pursuant to Par. 2 above.

5. The ADU Advisory Board may approve, deny, or may approve in part a request for a modification filed pursuant to this Section.

6. Persons aggrieved by the affordable dwelling unit for sale and rental prices established by the County Executive pursuant to the provisions of this Part to include decisions pursuant to Par. 2C of Sect. 807 above may appeal such prices to the Board of Supervisors. Such appeal shall be filed with the Clerk to the Board of Supervisors and shall specify the grounds upon which aggrieved and the basis upon which the applicant claims the established for sale or rental prices should be modified. The Board of Supervisors shall act within ninety (90) days of receipt of a complete application for appeal. An appeal to the Circuit Court is provided in Sect. 818 below.

7. The time limits set forth in Sections 15.2-2258 through 15.2-2261 of Va. Code Ann. shall be tolled during the pendency of an application filed pursuant to Paragraphs 1 or 7 above.

2-816 Compliance with Federal, State and Other Local Laws

1. A development which provides, pursuant to federal, state or other local programs, the same or more number of affordable dwelling units as the number of affordable dwelling units required under Sect. 804 above, subject to terms and restrictions equivalent to the requirements of this Part, shall satisfy the requirements of the Affordable Dwelling Unit Program.

2. A development which provides, pursuant to federal, state or other local programs, a fewer number of affordable dwelling units required under Sect. 804 above, subject to terms and restrictions equivalent to the requirements of this Part, shall provide the additional number of affordable dwelling units necessary to make up the shortage.
3. The rents and sales prices for affordable dwelling units provided pursuant to federal, state or other local programs shall be in accordance with the rules and regulations governing such programs and these units shall be marketed in accordance with such rules and regulations provided rents and sale prices shall not exceed those set pursuant to this Part.

2-817 Violations and Penalties

In addition to the provisions set forth in Part 9 of Article 18, the following shall apply whenever any person, whether owner, lessee, principal, agent, employee or otherwise, violates any provision of this Part, or permits any such violation, or fails to comply with any of the requirements hereof:

1. Owners of affordable dwelling units who shall fail to submit executed affidavits or certifications as required by this Part shall be fined fifty (50) dollars per day per unit until such affidavit or certificate is filed, but only after written notice and a reasonable time to comply is provided. Fines levied pursuant to this paragraph shall become liens upon the real property and shall accumulate interest at the judgment rate of interest.

2. Renters of affordable dwelling units who shall fail to submit executed affidavits or certifications as required by this Part, shall be subject to lease termination and eviction procedures as provided in Sect. 813 above.

3. Owners and renters of affordable dwelling units who shall falsely swear or who shall execute an affidavit or certification required by this Part knowing the statements contained therein to be false shall be guilty of a misdemeanor and shall be fined $1,000.00.

   A. Fines levied against owners pursuant to this paragraph shall become liens upon the real property and shall accumulate interest at the judgment rate of interest.

   B. Renters of affordable dwelling units who shall falsely swear or who shall execute an affidavit or certification required by this Part knowing the statements contained therein to be false shall also be subject to lease termination and eviction procedures as provided in Sect. 813 above.

   C. Owners of individual affordable dwelling units who shall falsely swear that they continue to occupy their respective affordable dwelling unit as their domicile shall be subject to mandamus or other suit, action or proceeding to require such owner to either sell the unit to someone who meets the eligibility requirements established pursuant to this Part or to occupy such affordable dwelling unit as a domicile.

2-818 Enforcement and Court Appeals

1. The Board of Supervisors or designee shall have all the enforcement authority provided under its Zoning and Subdivision Ordinances to enforce the provisions of the Affordable Housing Dwelling Unit Program.

2. Notwithstanding the provisions of Section 15.2-2311 of Va. Code Ann., any person aggrieved by a decision of the ADU Advisory Board or by the Board of Supervisors in
the case of a decision made by the latter regarding an appeal of affordable dwelling unit for sale and rental prices, or by any decision made by an administrative officer in the administration or enforcement of the Affordable Dwelling Unit Program, may appeal such decision to the Circuit Court for Fairfax County by filing a petition of appeal which specifies the grounds upon which aggrieved within thirty (30) days from the date of the decision.

3. Any petition of appeal properly filed pursuant to Par. 2 above shall not constitute a de novo proceeding and shall be considered by the Circuit Court in a manner similar to petitions filed pursuant to Section 15.2-2314 of Va. Code Ann.


2-820 Provisions for Mobile Home Parks

To encourage the redevelopment of mobile home parks to house low and moderate income families in Fairfax County, in conjunction with the review and approval of a rezoning application and proffered generalized development plan, the Board of Supervisors may grant an increase in the number of mobile homes or dwelling units per acre permitted in the R-MHP District by a factor of fifty (50) percent. Where deemed necessary, in granting such increase in density for the provision of moderately-priced housing units, the Board may waive other regulations of the R-MHP District and the provisions of Par. 2 of Sect. 308 above as such provisions apply to lots comprised of marine clays.

SLIDING SCALE REQUIREMENT
FOR AFFORDABLE DWELLING UNITS

The following examples demonstrate the sliding scale percentage of affordable dwelling units required at various development density levels for two sample comprehensive plan density ranges: 4-5 dwelling units/acre and 5-8 dwelling units/acre. These examples are provided for illustration only and do not represent all possible development density levels or density ranges specified in the adopted comprehensive plan. These figures were calculated in accordance with the provisions Sect. 2-804 and have been rounded to two decimal points for ease of illustration only. In applying the applicable formula to a proposed development, the actual number of affordable dwelling units required should be rounded in accordance with Sect. 2-804.

**EXAMPLE 1:**  Adopted Comprehensive Plan Density Range: 4 to 5 dwelling units per acre
Adjusted Density Range Providing for a 20% Increase: 4.80 to 6.00 dwelling units per acre

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<th>Approved Density du/a=dwelling units/acre</th>
<th>% of ADUs Required When a 20% Density Bonus has been Applied to the Adopted Comprehensive Plan Density Range</th>
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EXAMPLE 2: Adopted Comprehensive Plan Density Range: 5 to 8 dwelling units per acre
Adjusted Density Range Providing for a 10% Increase: 5.50 to 8.80 dwelling units per acre
Adjusted Density Range Providing for a 20% Increase: 6.00 to 9.60 dwelling units per acre

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<th>% of ADU Required When a 20% Density Bonus has been Applied to the Adopted Comprehensive Plan Density Range</th>
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<td>9.03%</td>
</tr>
<tr>
<td>7.70 du/a</td>
<td>5.11%</td>
<td>9.38%</td>
</tr>
<tr>
<td>7.80 du/a</td>
<td>5.30%</td>
<td>9.72%</td>
</tr>
<tr>
<td>7.90 du/a</td>
<td>5.49%</td>
<td>10.07%</td>
</tr>
<tr>
<td>8.00 du/a</td>
<td>5.68%</td>
<td>10.42%</td>
</tr>
<tr>
<td>8.10 du/a</td>
<td>5.87%</td>
<td>10.76%</td>
</tr>
<tr>
<td>Approved Density du/a=dwelling units/acre</td>
<td>% of ADU Required When a 10% Density Bonus has been Applied to the Adopted Comprehensive Plan Density Range</td>
<td>% of ADU Required When a 20% Density Bonus has been Applied to the Adopted Comprehensive Plan Density Range</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>---------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>8.20 du/a</td>
<td>6.06%</td>
<td>11.11%</td>
</tr>
<tr>
<td>8.30 du/a</td>
<td>6.25%</td>
<td>11.46%</td>
</tr>
<tr>
<td>8.40 du/a</td>
<td>6.25%</td>
<td>11.80%</td>
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<tr>
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<td>6.25%</td>
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<tr>
<td>8.60 du/a</td>
<td>6.25%</td>
<td>12.50%</td>
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<tr>
<td>8.70 du/a</td>
<td>6.25%</td>
<td>12.50%</td>
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<tr>
<td>8.80 du/a</td>
<td>6.25%</td>
<td>12.50%</td>
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<tr>
<td>8.90 du/a</td>
<td>6.25%</td>
<td>12.50%</td>
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<tr>
<td>9.00 du/a</td>
<td>6.25%</td>
<td>12.50%</td>
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<tr>
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<td>12.50%</td>
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<tr>
<td>9.20 du/a</td>
<td>6.25%</td>
<td>12.50%</td>
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<tr>
<td>9.30 du/a</td>
<td>6.25%</td>
<td>12.50%</td>
</tr>
<tr>
<td>9.40 du/a</td>
<td>6.25%</td>
<td>12.50%</td>
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<tr>
<td>9.50 du/a</td>
<td>6.25%</td>
<td>12.50%</td>
</tr>
<tr>
<td>9.60 du/a</td>
<td>6.25%</td>
<td>12.50%</td>
</tr>
</tbody>
</table>
EXAMPLE CALCULATIONS FOR A MIXED DWELLING UNIT DEVELOPMENT:

At the developer’s option, a 10% density bonus may be applied to the multiple family dwelling unit portion and a 20% density bonus may be applied to the single family attached dwelling unit portion. In such cases, calculation of the required number of ADU shall be as follows:

**Assumptions:** 300 unit development, of which 100 single family attached dwelling units and 200 multiple family dwelling units are to be constructed on 24.1 acres and the Adopted Comprehensive Plan Density Range is 8-12 dwelling units/acre (du/a)

The adjusted density range for the multiple family portion is 8.8-13.2 du/a
The adjusted density range for the single family attached portion is 9.6-14.4 du/a

Proposed density is 12.45 du/a

**Calculation of Required Affordable Dwelling Units:**

**Multiple Family,** in accordance with Par. 1C(2)(a) of Sect. 2-804:

\[
\begin{align*}
12.45 - 8 & \times 6.25 = 6.32\% \text{ ADU requirement, however, the maximum ADU requirement for multiple family uses where a 10\% bonus has been applied is } 6.25\% \\
13.2 - 8.8 & \\

200 \text{ du } & \times 6.25\% = 12.50 \text{ ADUs}
\end{align*}
\]

**Single Family,** in accordance with Par. 1C(2)(b) of Sect. 2-804:

\[
\begin{align*}
12.45 - 8 & \times 12.5 = 11.59\% \text{ ADU requirement} \\
14.4 - 9.6 & \\
100 \text{ du } & \times 11.59\% = 11.59 \text{ ADUs}
\end{align*}
\]

Total ADUs required in this sample development: \(12.50 + 11.59 = 24.09\) ADUs rounded to 24 ADUs
ADOPTION OF A BOARD POLICY 
COUNTY OF FAIRFAX, VIRGINIA

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium, Lobby Level, Government Center Building, 12000 Government Center Parkway, Fairfax, Virginia, on Monday, October 15, 2007, the Board adopted a Board Policy being in the words and figures following, to-wit:

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA:

Adopt a Board Policy, as follows:
BOARD OF SUPERVISORS’
WORKFORCE DWELLING UNIT ADMINISTRATIVE
POLICY GUIDELINES

Adopted October 15, 2007

The Workforce Dwelling Unit Administrative Policy Guidelines ("Policy") are established to assist in the provision of affordable housing for persons of low to moderate income. The provision of workforce housing is designed to promote a fuller range of housing choices by encouraging the proffering of workforce dwelling units consistent with the policies set forth in the Fairfax County Comprehensive Plan and to encourage the construction and continued existence of dwelling units affordable to households whose income is one hundred twenty (120) percent or less of the Area Median Income (AMI) for Washington Standard Metropolitan Statistical Area as specified annually by the Department of Housing and Urban Development (HUD), as adjusted for family size. Such income limit shall be further divided into tiers, as set forth in this Policy, to provide for a range of housing opportunities for various household income levels up to one hundred twenty percent of AMI.

The provisions of this Policy are hereby adopted by the Board of Supervisors (Board) as the preferred administrative tool for the implementation and administration of workforce dwelling units that are proffered in conjunction with a rezoning application. As such, it is the intent of the Board that proffered workforce dwelling units accepted on or after October 15, 2007 include a proffer of compliance with these policy guidelines. In the event that a specific development warrants consideration of an alternative scheme for the administration and continued availability of proffered workforce dwelling units, it is the intent of the Board to consider such variations when the applicant can demonstrate that the alternate proposal furthers the workforce dwelling unit policies set forth in the Comprehensive Plan and offers appropriate controls to properly regulate, monitor, administer, and manage such units. Such controls shall be provided in sufficient detail to clearly demonstrate that the proffered workforce dwelling units will function in the manner intended by the provisions of the preferred administrative tools set forth below. For any workforce dwelling units proffered prior to the adoption of this Policy, the owner may elect to voluntarily comply with the provisions of this Policy, to the extent that such election does not conflict with any proffered conditions associated with the subject workforce dwelling units. To facilitate such voluntary compliance, the owner shall submit a request to the Director of the Zoning Evaluation Division of the Department of Planning and Zoning, who shall determine whether such request conforms to the proffered conditions applicable to the property.

Terms utilized herein that are not specifically defined shall have the meaning given to them in the Fairfax County Zoning Ordinance. The following specific administrative policy guidelines are hereby set forth for the uniform administration and assurance of the continued availability of workforce dwelling units:

1. Integration and Dispersion

Workforce dwelling units should be integrated into and dispersed throughout the development to the extent feasible. It is not the intent of the Board to promote the location of such workforce dwelling units in only the least desirable locations within a building or on a site.
2. Workforce Dwelling Unit and Associated Bonus Market Rate Unit Floor Area

A. The minimum gross floor area for any workforce dwelling unit should be as follows:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Minimum Floor Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Efficiency Unit</td>
<td>450 square feet</td>
</tr>
<tr>
<td>1-Bedroom Unit</td>
<td>600 square feet</td>
</tr>
<tr>
<td>2-Bedroom Unit</td>
<td>750 square feet</td>
</tr>
</tbody>
</table>

The floor area for dwellings is to be determined in accordance with the gross floor area definition of the Zoning Ordinance, except the following features will not be deemed gross floor area: balconies, porches, decks, breezeways, stoops and stairs which may be roofed but which have at least one open side; or breezeways which may be roofed but which have two (2) open ends. An open side or open end shall have no more than fifty (50) percent of the total area between the side(s), roof and floor enclosed with railings, walls, or architectural features.

B. In the event that the owner elects to utilize any density bonus offered through the Comprehensive Plan for the provision of workforce dwelling units, for each workforce dwelling unit provided, there shall be at least one associated bonus market rate unit of the same bedroom count that is of similar floor area. For the purposes of this provision, such associated bonus market rate unit may not be more than ten (10) percent larger than the workforce dwelling unit to which it is associated. At the owner’s option, density bonus for workforce dwelling units may be utilized for non-residential uses, as permitted on the property, in an amount not to exceed the square footage of the workforce dwelling units provided.

C. Nothing included herein precludes the developer from providing larger sized units, in terms of the square footage and/or number of bedrooms, as workforce dwelling units.

3. Designation of Workforce Dwelling Units and Associated Bonus Market Rate Units on Approved Plans

Approved site plans and record subdivision plats shall designate the specific lots or units that are the workforce dwelling units and any associated bonus market rate units. Such site plans and/or record subdivision plats shall also provide a tabulation of any bonus units and/or bonus floor area achieved on the site. If there is to be any change in the location of a workforce dwelling unit after the original approval of a site plan or subdivision, the owner shall be responsible for amending the approved plats and/or plans to reflect the designation of the alternate workforce dwelling unit prior to the issuance of a Residential Use Permit for the new workforce dwelling unit. However, in the case of a multiple family rental development that is under single ownership, the workforce dwelling units need not be specifically identified. In such rental developments, the site plan and/or record subdivision plats shall identify the development as a rental project and shall note the total number of workforce dwelling units and associated market rate units provided. For all for-sale developments, the floor area and bedroom count of each workforce dwelling unit and each associated bonus market rate unit shall be noted on the approved site plan and/or subdivision plat and building plan.

Workforce dwelling units that are accepted as part of proffered conditions associated with a rezoning application and are included on approved site plans and recorded subdivision plats shall be deemed
features shown for purposes of Va. Code Ann. §15.2-2232 and, as such, shall not require further approvals pursuant thereto in the event the Board shall acquire or lease such units. For multiple section developments where all the workforce dwelling units are not to be provided in the first section of the development, the site plan and/or record subdivision plat for the first section and all subsequent sections shall contain a notation identifying in which section(s) the workforce dwelling units will be or have been provided and a total of all workforce dwelling units for which such site plan(s) and/or record subdivision plat(s) have been approved.

Under any instance whereby the location of the designated workforce dwelling unit is to be changed or the unit is converted from a rental to a condominium after the approval of the original site plan and/or subdivision, the owner/developer shall provide revised site plans and/or record subdivision plats and the associated documentation to reflect the change in location.

4. Condominium Developments

A. If a development is initially built as a condominium, then the workforce dwelling units shall also be for-sale units and shall be specifically identified on the approved site plan and building plans and shall be designated as such as part of the recorded condominium declaration and disclosed in the required public offering statement.

B. If a development is initially built as a rental project under single ownership and such development should subsequently convert to a condominium, then:

1. The development shall offer the same number of for-sale workforce dwelling units as there were rental workforce dwelling units.

2. The workforce dwelling units shall be specifically identified by unit number as part of the recorded condominium declaration.

3. The sales price for such workforce dwelling units being converted shall be established by the County Executive pursuant to this Policy. If the owner of such condominium conversion elects to renovate the workforce dwelling units, the County Executive shall consider the reasonable cost of labor and materials associated with such renovation.

4. The rental tenant occupants of the workforce dwelling units subject to the condominium conversion shall have the right to purchase the dwelling unit they occupy at the sales price established by the County Executive pursuant to this Policy. Subsequently, the Board shall have the right to purchase some or all of the workforce dwelling units that are not purchased by such rental tenants at the sales price established for such units by the County Executive pursuant to this Policy. Such units shall be offered to the Board and purchased by it in accordance with the provisions set forth below for for-sale workforce dwelling units.

5. Limitations on Building Permits and Residential Use Permits

A. In any development, except for one that is comprised solely of rental multiple family units, building permits may be issued for all of the dwelling units in the development; however,
Residential Use Permits (RUPs) will not be issued for more than seventy-five (75) percent of the total number of units in the development until such time as RUPs have been issued for at least seventy-five (75) percent of the workforce dwelling units in the development. Additionally, the required Notice of Availability and Sales Offering Agreement shall be submitted prior to the issuance of the first RUP for any workforce dwelling unit in the development.

B. A development that is comprised solely of rental multiple family units is not subject to the limitations on the issuance of Residential Use Permits contained in this provision, except that the Notice of Availability and Rental Offering Agreement required by this Policy shall be executed prior to the issuance of the first RUP for any dwelling unit in the development.

6. Workforce Dwelling Unit Specifications

A. The Director of the Department of Housing and Community Development (DHCD) shall develop specifications for the prototype workforce housing products both for-sale and rental. All building plans for workforce dwelling units are to comply with such prototype standards for design and construction specifications. Any applicant or owner may voluntarily construct workforce dwelling units to a standard in excess of such specifications. In the event that workforce dwelling units are constructed in unit types other than multiple family dwelling units, only fifty (50) percent of any added cost for exterior architectural compatibility upgrades (such as brick facade, shutters, bay windows, etc.) and additional landscaping on the workforce dwelling unit lot may be included within recoverable costs, up to a maximum of two (2) percent of the sales price of the workforce dwelling unit. The allowance for additional landscaping may not exceed one-half (1/2) of the above-noted two (2) percent maximum.

B. In the administration of workforce dwelling units, the design and construction specifications established in both rental and sales prices will be structured to make the units affordable to households whose incomes do not exceed one hundred twenty (120) percent of the area median income (AMI) of the Washington Standard Metropolitan Statistical Area as specified annually by the Department of Housing and Urban Development (HUD), subject to the income tiers specified in this Policy.

7. Administration of For-Sale Workforce Dwelling Units

A. The sale of workforce dwelling units shall be regulated by the Director of DHCD on behalf of the Board. The Board may adopt reasonable rules and regulations to assist in the regulation and monitoring of the sale and resale of workforce dwelling units, which may include giving a priority to persons who live or work in Fairfax County.

B. The Board has an exclusive right to purchase up to one-third (1/3) of the for-sale workforce dwelling units within a development for a ninety (90) day period beginning on the date that a complete Notice of Availability and Sales Offering Agreement, submitted by the owner, is executed by the DHCD. The notice shall advise the Board that a particular workforce dwelling unit or units are or will be completed and ready for purchase. The notice shall be in the form prescribed by the DHCD and identify the unit or units being offered; the number of bedrooms, the floor area and amenities for each unit; the approved sales price for each unit and the evidence of issuance of a building permit for the units. Such written notice may be sent by the
owner at any time after the issuance of a building permit for the workforce dwelling unit and approval of the sales price for the unit by the County Executive, but shall occur prior to issuance of the first Residential Use Permit (RUP) for any workforce dwelling unit in the development. If the Board elects to purchase a particular workforce dwelling unit, the DHCD shall so notify the owner in writing and an all cash closing shall occur within thirty (30) days from the end of the respective ninety day period, provided a RUP has been issued for the unit prior to closing.

C. The remaining two-thirds (2/3) of the for-sale workforce dwelling units within a development and any units that the Board does not elect to purchase are to be offered for sale exclusively for a ninety (90) day period to persons who meet the income criteria established by the DHCD, and who have been issued a Certificate of Qualification by the DHCD. This ninety (90) day period begins on the date that a complete Notice of Availability and Sales Offering Agreement, submitted by the owner, is executed by the DHCD. The notice shall advise the DHCD that a particular workforce dwelling unit or units are or will be completed and ready for purchase. The notice shall be in the form prescribed by the DHCD and include the information described in Paragraph B, above. In addition, the owner shall provide marketing materials concerning the units and the development to be used in the sale of the units. Such written notice may be sent by the owner at any time after the issuance of a building permit for the workforce dwelling unit and approval of the sales price for the unit by the County Executive. Notwithstanding the foregoing, after the first thirty (30) days of the ninety (90) day period referenced in this paragraph, the Board may elect to purchase up to one-half (1/2) of the workforce dwelling units offered pursuant to this paragraph by giving written notice of its election to do so for those units then available within the ninety (90) day period, which notice shall provide for an all cash closing within thirty (30) days from the end of the ninety (90) day period, provided a RUP has been issued prior to closing.

D. After the expiration of the sixty (60) days of the ninety (90) day period(s) referenced in Paragraphs B and C above, the workforce dwelling units not sold are to be offered for sale to nonprofit housing groups, as designated by the County Executive, subject to the established workforce dwelling unit prices and the requirements of the applicable proffered conditions. The nonprofit housing groups shall have a thirty (30) day period within which to commit to purchase the units. This thirty (30) day period begins on the date of receipt of written notification from the owner, sent by registered or certified mail, advising them that a particular workforce dwelling unit is or will be ready for purchase. The notice shall state the number of bedrooms, floor area and amenities for each unit offered for sale. Such written notice may be sent by the owner any time after the commencement of the ninety (90) day period referenced in Paragraphs B and C above. If a nonprofit housing group elects to purchase a particular workforce dwelling unit, they shall so notify the owner in writing and an all cash closing shall occur within thirty (30) days from the end of the thirty (30) day period, provided a RUP has been issued for the unit prior to closing.

E. After the expiration of the time period(s) referenced in Paragraphs B, C, and D above, the workforce dwelling units not sold may be offered to the general public as for-sale units subject to established workforce dwelling unit prices and the requirements of the proffered conditions.

F. A schedule of County-wide cost factors and the cost calculation formula used to determine sales prices will be established initially and may be amended periodically by the County Executive, based upon a determination of all ordinary, necessary, and reasonable costs required to construct
the various workforce dwelling unit prototype dwellings by private industry in Fairfax County, after consideration by the County Executive of written comment from the public, the DHCD, and other information that may be available, such as the area's current real estate market and economic conditions.

G. Sales prices will include, among other costs, a marketing and commission allowance of one and one-half (1 1/2) percent of the sales price for the workforce dwelling unit; provisions for builder-paid permanent mortgage placement costs and buy-down fees, and closing costs, except pre-paid expenses required at settlement, but will not include the cost of land. The provision of for-sale workforce housing is to be evenly distributed among each of three (3) income range tiers, as follows: up to 80%, up to 100%, and up to 120% of the Area Median Income (AMI) for the Washington D.C. Metropolitan Area as specified annually by the Department of Housing and Urban Development (HUD). Nothing provided herein will preclude an owner/developer from providing a higher percentage of workforce dwelling units for households in the lower income tiers.

H. There will be a semiannual review and possible adjustment in workforce dwelling unit sales prices that will be applied to the workforce dwelling unit sales prices initially established by the County Executive adjusted according to the percentage change in the various cost elements as indicated by the U.S. Department of Commerce’s Composite Construction Cost Index and/or such other comparable index or indices selected by the County Executive.

8. Administration of Rental Workforce Dwelling Units

A. The Board may adopt reasonable rules and regulations to assist in the regulation and monitoring of the rental of workforce dwelling units, which may include giving a priority to persons who live or work in Fairfax County. The regulation and monitoring of rental workforce dwelling units shall be by the DHCD on behalf of the Board.

For the initial rentals of units, the owner shall send the Board a Notice of Availability and Rental Offering Agreement in a form prescribed by the DHCD, to advise that a particular workforce dwelling unit or units are or will be completed and ready for rental. The Board or its designee has an exclusive right to lease up to one-third (1/3) of the rental workforce dwelling units. Such Notice of Availability and Rental Offering Agreement shall be submitted to and executed by the DHCD prior to the issuance of the first RUP for any dwelling within the development. The notice shall state the number of bedrooms, floor area, amenities, and rent for each unit offered for rental. Such written notice may be sent by the owner at any time after the issuance of a building permit for the workforce dwelling units that are being offered for rental. If the Board elects to assume control for a particular workforce dwelling unit, the Board shall so notify the owner in writing within thirty (30) days from the execution of the notice by the Board. At the owner’s option, the Board may lease additional rental units at the workforce dwelling unit rent or market rent as appropriate.

The remaining two-thirds (2/3) of the rental workforce dwelling units within a development are to be offered to persons who meet the established income criteria.

B. Any workforce dwelling units required pursuant to the proffered conditions that are not leased by the Board are to be leased for a minimum six (6) -month period with a maximum renewable term of lease for one (1) year to tenants who meet the eligibility criteria established by the DHCD. The lease agreements for such units shall include conditions that require the tenant to
occupy the unit as his or her domicile, that prohibit the subleasing of the unit, that require
continued compliance with the applicable eligibility criteria, and that require the tenant to
annually verify under oath, on a form approved by the DHCD, his or her annual income and
such other facts that the landlord may require in order to ensure that the tenant continues to meet
the applicable eligibility criteria.

C. Eligible tenants must continue to meet the income criteria established by the DHCD in order to
continue occupancy of the workforce dwelling unit. However, a tenant who no longer meets
such criteria may continue to occupy a workforce dwelling unit until the end of the lease term.
Workforce dwelling units not leased by the Board may not be subleased.

D. By the end of each month, the owner of a development containing rental workforce dwelling
units leased to individuals other than the Board shall provide the DHCD with a statement
verified under oath that certifies the following as of the first of such month:

(1.) The address and name of the development and the name of the owner.

(2.) The number of workforce dwelling units by bedroom count and floor area, other than
those leased to the Board, which are vacant.

(3.) The number of workforce dwelling units by bedroom count and floor area that are leased
to individuals other than the Board. For each such unit, the statement shall contain the
following information:

(i) The unit address, bedroom count and floor area.

(ii) The tenant's name and household size.

(iii) The effective date of the lease.

(iv) The tenant's (household) income as of the date of the lease.

(v) The current monthly rent.

(4.) That to the best of the owner's information and belief, the tenants who lease workforce
dwelling units meet the eligibility criteria established by the DHCD.

(5.) The owner will provide the DHCD with a copy of each new or revised annual tenant
verification obtained from the renters of workforce dwelling units pursuant to Paragraph B
above.

E. Countywide rental prices shall be established by the County Executive. Within any rental
development in a structure utilizing Building Construction Type 5 (combustible materials) one-
half (1/2) of the workforce units are to be priced to serve households with an income of up to
eighty (80) percent of the median income (AMI) for the Washington Standard Metropolitan
Statistical Area as specified annually by HUD and one-half (1/2) of the workforce units are to be
priced to serve households with an income of up to one hundred (100) percent of AMI. For all
other Building Construction Types in a rental development, workforce housing should be evenly
distributed among each of three (3) income range tiers, as follows: up to 80%, up to 100%, and
up to 120% of AMI. Nothing provided herein shall preclude an owner/developer from providing a higher percentage of workforce dwelling units for households in the lower income tiers. The base figures shall be adjusted by the following factors for different workforce dwelling unit sizes based on the number of bedrooms in the dwelling unit:

<table>
<thead>
<tr>
<th>Number of Bedrooms</th>
<th>Adjustment Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Efficiency (0 bedroom)</td>
<td>70%</td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>85%</td>
</tr>
<tr>
<td>2 Bedroom</td>
<td>100%</td>
</tr>
</tbody>
</table>

The result of this calculation for each size workforce dwelling unit is then divided by twelve (12), then multiplied by twenty-five (25) percent and rounded to the nearest whole number to establish the rent for the unit, excluding utilities.

F. There will be a semiannual review and possible adjustment in workforce dwelling unit rental prices that will be applied to the workforce dwelling unit rental prices initially established by the County Executive, adjusted according to the percentage change in the various cost elements as indicated by the U. S. Department of Commerce's Composite Construction Cost Index and/or such other comparable index or indices that are selected by the County Executive. In setting adjusted rental prices, the County Executive may establish different rental classifications and prices that reflect the age and condition of the various rental developments within Fairfax County.

9. Term of Price Control of Workforce Dwelling Units

A. For for-sale workforce dwelling units, the price for subsequent resale shall be controlled for a period of thirty (30) years after the initial sale. However, upon any resale, conveyance, and/or transfer to a new owner of such workforce dwelling unit within the initial thirty (30) -year period of control, the prices for each subsequent resale and/or transfer to a new owner shall be controlled for a new thirty (30) -year period commencing on the date of such resale, conveyance, and/or transfer of the workforce dwelling unit. Each initial thirty (30) -year control period and each renewable subsequent thirty (30) -year control period may be referred to as a sales price control period. For any workforce dwelling unit that is owned for an entire thirty-year control period by the same individual(s), the price control term shall expire and the first sale of the unit after such expiration shall be in accordance with the provisions of this Policy.

B. For rental workforce dwelling units, the price for subsequent rerental shall be controlled for a period of fifty (50) years from the date of issuance of the RUP for each workforce dwelling unit in the development.

C. For condominium conversion workforce dwelling units, regardless of the length of time the unit was offered as a workforce rental unit, the initial term of price control for the first sale of the unit after the conversion from a rental unit shall be for a period of thirty years from the date of the initial sale. Subsequent resale of such units shall be administered under the provisions of Paragraph A, above.
10. Initial Sale and Re-Sale of Workforce Dwelling Units

A. The initial sale of a workforce dwelling unit, including the initial sale of a condominium conversion unit, shall be for a sales price that is approved by the County Executive and shall be made only to a person or household that meets the applicable income qualifications for the occupancy of a workforce dwelling unit and have been issued a Certificate of Qualification by the Director of the DHCD. It is a violation of the proffered conditions associated with a workforce dwelling unit to purchase a unit or to sell it or otherwise transfer or pledge it as security for an amount higher than the approved sales price during any period of price control.

B. The owner of each unit to be resold, conveyed, or otherwise transferred to another owner and for the conversion of rental workforce dwelling units to condominium workforce dwelling units shall provide the DHCD with written notification sent by certified mail that the workforce dwelling unit is being offered. The Board has the exclusive right to purchase such unit at a purchase price that does not exceed the control price of the unit at that time. The DHCD shall notify the owner in writing within thirty (30) days after receipt of the written notification from the owner advising whether or not the Board will enter into a contract to purchase the unit on the form approved by the DHCD and subject to certain conditions, such as acceptable condition of title and acceptable physical and environmental conditions. An all cash closing shall occur within ninety (90) days after receipt by the DHCD of the written notification of the owner offering the unit for sale, in the event that all such conditions of the contract are satisfied.

If the Board does not elect to purchase an available for-sale workforce dwelling unit, for the first sixty (60) days thereafter that each such individual workforce dwelling unit is offered, the for-sale unit is to be first be offered exclusively through the DHCD to persons who meet the DHCD’s criteria, and who have been issued a Certificate of Qualification by the DHCD. Upon the expiration of the sixty (60) day period, the unit may be offered for sale to the general public to persons who meet income requirements hereunder and at the current controlled price.

C. Units offered for sale shall not be offered for a price greater than the original selling price plus a percentage of the unit’s original selling price equal to the increase in the U. S. Department of Labor’s Consumer Price-Urban Area Index or such other index selected by the County Executive, plus the lesser of the current fair market value or the actual original cost of certain improvements as determined by the DHCD in accordance with applicable regulations to be (a) substantial and appropriate replacements or improvements of existing housing components and/or (b) structural improvements made to the unit between the date of original sale and the date of resale, plus an allowance for payment of closing costs on behalf of the subsequent purchaser that are paid by the seller. Those features deemed to be substantial and appropriate replacements or improvements of housing components and structural improvements are as set forth by the DHCD. No increase in sales price is allowed for the payment of brokerage fees associated with the sale of the unit, except that with respect to units purchased and resold by the Board, an increase of one and one half (1 1/2) percent of the resale price is allowed for marketing and transaction costs, and with respect to resale by other owners, an increase of one and one-half (1 1/2) percent of the sales price is allowed as a fee to be paid to a real estate broker or agent licensed to conduct residential real estate transactions in the Commonwealth of Virginia who meets the qualifications determined by the DHCD and who serves as a dual agent for both the qualified buyer and the seller in the resale of the workforce dwelling unit in accordance with sales procedures approved by the DHCD. The one and one-half (1 1/2) percent fee shall be paid to such real estate broker or agent by the seller at the time of settlement of the resale of the workforce dwelling unit as part of the disbursement of settlement proceeds.
D. For the initial sale of a workforce dwelling unit after the expiration of the term of price control established for the unit, the Board has the exclusive right to purchase the unit. The owner of each such unit shall provide the DHCD with written notification sent by registered or certified mail that the unit is for sale. If the Board elects to purchase such unit, the DHCD shall so notify the owner in writing within thirty (30) days of receipt of the written notification from the owner and the all cash closing shall occur within sixty (60) days thereafter.

In all instances, whether or not the Board elects to purchase such unit, one-half (1/2) of the amount of the difference between the net sales price paid by the purchaser at such sale and the owner’s purchase price plus a percentage of the unit’s selling price equal to the increase in the U.S. Department of Labor’s Consumer Price-Urban Area Index, plus the lesser of the current fair market value or the actual original cost of certain improvements as determined by the DHCD in accordance with applicable regulations to be (a) substantial and appropriate replacements or improvements of existing housing components and/or (b) structural improvements made to the unit between the date of the owner’s purchase and the date of resale is to be contributed to the Fairfax County Housing Trust Fund to promote housing affordability in Fairfax County as part of the disbursement of settlements proceeds. Notice of such equity interest of the Fairfax County Housing Trust Fund may be evidenced by a document recorded among the land records of Fairfax County, Virginia, encumbering any workforce dwelling unit. Net sales price shall exclude closing costs such as title charges, transfer charges, recording charges, commission fees, points, and similar charges related to the closing of the sale of the property paid by the seller. All amounts necessary to pay and satisfy any and all liens, judgments, deeds of trust, or other encumbrances on the unit, other than the equity interest of the Fairfax County Housing Trust Fund, shall be paid by the seller out of proceeds of the seller from such sale, as determined in accordance with this paragraph, or shall be paid otherwise by the seller. In no event shall any such amounts required to be paid by the seller reduce the amount, as determined in accordance with this paragraph, which is to be contributed to the Fairfax County Housing Trust Fund pursuant to this paragraph.

11. Financing Control and Foreclosure of Workforce Dwelling Units

A. The total aggregate amount of principal and accrued interest for all financing secured by an individual for-sale workforce dwelling unit shall not exceed the owner’s purchase price (as adjusted in accordance with this Policy). Any financing in excess of the owner’s purchase price, as adjusted, shall not be secured by any interest in the applicable individual for-sale workforce dwelling unit.

B. The covenants required pursuant to the Policy shall be senior to all instruments securing financing, and the covenants shall be binding upon all assignees, mortgagees, purchasers, and other successors in interest, except that the covenants may be released for an individual for-sale workforce dwelling unit in the event of foreclosure by an Eligible Lender, as such term is defined in Paragraph C below, as and only to the extent provided for in this Policy. In the event of foreclosure of a rental development containing workforce dwelling units, the covenants shall not be released.

C. An Eligible Lender is defined as an institutional lender holding a first priority purchase money deed of trust on an individual for-sale workforce dwelling unit or a refinancing of such institutionally financed purchase money deed of trust by an institutional lender, provided that
such refinancing does not exceed the outstanding principal balance of the existing purchase money first trust indebtedness on the unit at the time of refinancing. An Eligible Lender shall have the right to foreclose on a rental project or a workforce dwelling unit, and the covenants on an individual workforce dwelling unit may terminate upon such foreclosure by the Eligible Lender or upon the sale of the workforce dwelling unit by a trustee on behalf of the Eligible Lender to a bona fide purchaser for value at a foreclosure sale if all the requirements set forth in this Policy, the applicable proffers, the covenants, and/or all other applicable regulations with respect to such foreclosure sale are satisfied. Such requirements include, but are not limited to, providing the County Executive and the Board written notice of the foreclosure sale proposed and the Right to Acquire, as such term is defined in this Policy.

D. No sale, pledge of a security interest in, or other transfer or foreclosure of a workforce dwelling unit will affect the validity of the covenants, except as set forth in this Policy.

E. Each Eligible Lender and any other lender secured by an interest in the workforce dwelling unit is required to provide written notice of a foreclosure to the County Executive and the DHCD at least ninety (90) days prior. At any time during such ninety (90) day period, the Board or a nonprofit agency designated by the County Executive shall have the Right to Acquire any individual for-sale workforce dwelling unit. The Right to Acquire entitles the Board or a nonprofit agency designated by the County Executive to acquire the workforce dwelling unit(s) at or before any foreclosure sale for which such notice has been given upon payment in full of the outstanding indebtedness on the workforce dwelling unit owed to the lender, including principal, interest, and fees that together in the aggregate do not exceed the amount of the owner’s purchase price, as adjusted in accordance with this Policy, and other reasonable and customary costs and expenses (the Outstanding First Trust Debt), with no owner, prior owner, or other party, whether secured or not, having any rights to compensation under such circumstances.

F. In the event that neither the Board nor the nonprofit agency designated by the County Executive exercises the Right to Acquire and the individual for-sale workforce dwelling unit is sold for an amount greater than the Outstanding First Trust Debt, the remaining amount in excess of the Outstanding First Trust Debt shall be paid to the Fairfax County Housing Trust Fund to promote housing affordability in Fairfax County as part of the disbursement of settlement proceeds.

12. Covenants and Deed Notification

A. In developments containing workforce dwelling units, Workforce Housing covenants that are applicable to the workforce dwelling units and that run in favor of the Board and are in the specific form prescribed by the Director of the DHCD providing, among other things, that the workforce dwelling units are subject to the provisions of this Policy and/or any other policies established through the proffered conditions, shall be recorded upon approval of the site plan and/or simultaneously with the recordation of the final subdivision plat or, in the case of a condominium, recorded simultaneously with the condominium declaration.

B. The covenants shall be senior to all instruments securing financing, and the covenants shall be binding upon all assignees, mortgagees, purchasers, and other successors in interest.

C. In developments containing for-sale workforce dwelling units, at the time of the initial sale of an
individual workforce dwelling unit, the owner/applicant shall provide in the sales contract for each workforce dwelling unit offered for sale a copy of the recorded covenant running with the land in favor of the Board. The owner/applicant shall include in the deed for each workforce dwelling unit sold an express statement that the workforce dwelling unit is subject to proffered conditions setting forth specific terms and conditions and the covenants recorded pursuant to this Policy with a specific reference to the deed book and the page where such covenants are recorded and such deed may also attach a copy of the covenants. At the time of the initial sale and any resale of an individual workforce dwelling unit, the owner/applicant shall also include in the deed for each workforce dwelling unit sold an express statement that the total aggregate amount of indebtedness that may be secured by the workforce dwelling unit is limited and that other terms and conditions apply, including, but not limited to, a right for the Board or a nonprofit agency designated by the County Executive to acquire the workforce dwelling unit on certain terms in the event of a pending foreclosure sale.

D. In the case of a rental project, prior to the issuance of the first Residential Use Permit for the development and the offering for rent of any workforce dwelling units, the owner shall record a covenant running with the land in favor of the Board and which is on the specific form prescribed by the DHCD that provides that the workforce dwelling units are subject to proffered conditions setting forth specific terms and conditions, that no such unit may be rented for an amount that exceeds the limits set by the County Executive, that the covenant shall be senior to all instruments securing permanent financing, and that the covenant shall be binding upon all assignees, mortgagees, purchasers and other successors in interest.

13. Occupancy of Workforce Dwelling Units

A. Before an individual may purchase a workforce dwelling unit, he or she must obtain a Certificate of Qualification from the Director of the DHCD. Before issuing a Certificate of Qualification, the DHCD will make the determination that the applicant meets the criteria established by the DHCD for low and moderate income persons applicable to for-sale workforce dwelling units.

B. Before an individual may rent a workforce dwelling unit, he or she must meet the eligibility criteria established by the DHCD for persons of low and moderate income. The landlord/owner is responsible for determining that the tenant meets the eligibility criteria applicable to tenants in rental workforce dwelling units.

C. Except for circumstances specifically set forth in this Policy, it is a violation of this Policy for someone to sell a workforce dwelling unit to an individual who has not been issued a Certificate of Qualification by the DHCD.

D. Except for circumstances specifically set forth in this Policy, it is a violation of this Policy for someone to rent or continue to rent a workforce dwelling unit to an individual who does not meet or fails to continue to meet the income eligibility criteria established by the DHCD.

E. Purchasers or renters of workforce dwelling units must occupy the units as their domicile and shall provide an executed affidavit on an annual basis certifying their continuing occupancy of the units. Owners of for-sale workforce dwelling units shall forward such affidavit to the DHCD on or before June 1 of each year that they own the unit. Renters shall provide such
affidavit to their landlords/owners by the date that may be specified in their lease or that may otherwise be specified by the landlord/owner.

F. In the event the renter of a workforce dwelling unit fails to provide his or her landlord/owner with an executed affidavit as provided for in the preceding paragraph within thirty (30) days of a written request for such affidavit, then the lease will automatically terminate, become null and void, and the occupant will vacate the unit within thirty (30) days of written notice from the landlord/owner. It is a violation of this Policy for an owner of a workforce dwelling unit to fail to provide the executed affidavit required by Paragraph E above.

G. Except as specifically provided for in this Policy, in the event a renter of a workforce dwelling unit no longer meets the eligibility criteria established by the DHCD, as a result of increased income or other factors, then at the end of the lease term, the occupant will vacate the unit.

H. In the event a renter fails to occupy a workforce dwelling unit for a period in excess of sixty (60) days, unless such failure is approved in writing by the DHCD, a default shall occur. The lease shall automatically terminate, become null and void and the occupant will vacate the unit within thirty (30) days of written notice from the landlord/owner.

I. Notwithstanding the provisions of Paragraphs F, G, and H above, if the landlord/owner of a rental project shall immediately designate an additional comparable unit as a workforce dwelling unit to be leased under the controlled rental price and requirements of this Policy, the renter of such unit referenced in Paragraphs F, G, and H above may continue to lease such unit at the market value rent.

THIS BOARD POLICY is effective on this 15th day of October, 2007.

Nancy Velho
NANCY VEILHO
Clerk to the Board of Supervisors
Let’s face it: Finding an affordable place to rent in Fairfax County is often difficult – especially for people who are just starting their careers, who are new to the area, or who earn more modest incomes. The WDU Rental Program is designed to help working households afford to live in Fairfax County, near employment centers and transportation options – and avoid those long, expensive commutes from further away. In short, the WDU Rental Program can help you live near where you work – and spend less time on the road.

The WDU Rental Program provides income-qualified households the opportunity to live at a reduced rent in some of the newly privately-owned and operated market rate apartments communities in the county. In the apartment communities listed in this brochure, there is a range of limits on incomes and rents for the WDUs, based in part on the size of your household (see back for more details). If you are interested in renting a unit, please contact the property’s leasing office directly. The program is still new, so the availability of rental WDUs is limited – but many more units are expected to be delivered in the market over the next few years. Check the website www.fairfaxcounty.gov/housing for updates to this brochure.

**WHAT FEATURES DO THESE COMMUNITIES OFFER?**

Apartments may be efficiencies, one-bedroom, or two-bedroom units, depending on the community. In addition to convenient locations, some of these apartment communities are located near Metro stations and many feature amenities such as pools, fitness centers, full-size washer/dryer in each apartment, and gated access for security.

New properties are added to this program as construction is completed. Check our website at: https://www.fairfaxcounty.gov/housing/rentalhousing/adu-and-wdu

**HOW DOES THE WDU RENTAL PROGRAM WORK?**

Applicants apply directly to the property in which they are interested in living. The program provides a preference to applicants who live or work in Fairfax County or who have a household member with a physical disability or handicap that requires the leasing of a WDU with certain accessibility features. Households living in units rented under the WDU Rental Program must recertify their eligibility for the program on an annual basis with the leasing office. The Fairfax County Department of Housing and Community Development works with the property management firm to ensure apartments rented under the program are comparable to market rate apartments, are occupied by households who meet the income guidelines of the program, and that WDU rents are in compliance with rents approved for the program.

**FOR ADDITIONAL INFORMATION ON THIS PROGRAM, CONTACT PAUL H. STANFORD WITH THE FAIRFAX COUNTY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AT 703-246-5082. (TTY: 711)**

Fairfax County Department of Housing and Community Development
3700 Pender Drive, Suite 300
Fairfax, Virginia 22030-6039
www.fairfaxcounty.gov/housing

Questions? Call: 703-246-5082
**WHAT IS THE RENT UNDER THE PROGRAM?**

Maximum rents have been established for the units set aside and offered under the WDU Rental Program. Each community offering WDUs determines if it will charge the maximum rent or less based on the demands of the rental market where the community is located.

### MAXIMUM RENTS (excluding utilities)

<table>
<thead>
<tr>
<th>Affordability Level</th>
<th>A 60% AMI</th>
<th>B 70% AMI</th>
<th>C 80% AMI</th>
<th>D 90% AMI</th>
<th>E 100% AMI</th>
<th>F 120% AMI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio</td>
<td>$1,103</td>
<td>$1,286</td>
<td>$1,470</td>
<td>$1,654</td>
<td>$1,838</td>
<td>$2,205</td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>$1,339</td>
<td>$1,562</td>
<td>$1,785</td>
<td>$2,008</td>
<td>$2,231</td>
<td>$2,678</td>
</tr>
<tr>
<td>2 Bedroom</td>
<td>$1,575</td>
<td>$1,838</td>
<td>$2,100</td>
<td>$2,363</td>
<td>$2,625</td>
<td>$3,150</td>
</tr>
</tbody>
</table>

### MAXIMUM HOUSEHOLD INCOME LIMITS

<table>
<thead>
<tr>
<th>Affordability Level</th>
<th>A 60% AMI</th>
<th>B 70% AMI</th>
<th>C 80% AMI</th>
<th>D 90% AMI</th>
<th>E 100% AMI</th>
<th>F 120% AMI</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 person</td>
<td>$52,900</td>
<td>$61,750</td>
<td>$70,600</td>
<td>$79,400</td>
<td>$88,200</td>
<td>$105,850</td>
</tr>
<tr>
<td>2 persons</td>
<td>$60,500</td>
<td>$70,600</td>
<td>$80,650</td>
<td>$90,750</td>
<td>$100,800</td>
<td>$121,000</td>
</tr>
<tr>
<td>3 persons</td>
<td>$68,050</td>
<td>$79,400</td>
<td>$90,750</td>
<td>$102,100</td>
<td>$113,400</td>
<td>$136,100</td>
</tr>
<tr>
<td>4 persons</td>
<td>$75,600</td>
<td>$88,200</td>
<td>$100,800</td>
<td>$113,400</td>
<td>$126,000</td>
<td>$151,200</td>
</tr>
</tbody>
</table>

**Note:** Income Limits and Maximum Rents charts effective July 31, 2020. Rents and income limit information are reviewed and updated annually.
<table>
<thead>
<tr>
<th>Property</th>
<th>Address</th>
<th>Phone Number</th>
<th>Unit Types</th>
<th>Affordability Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aperture*</td>
<td>11410 Reston Station Blvd, Reston, VA 20190</td>
<td>703-348-5541</td>
<td>28 studio apts., 1 one-bedroom apt.</td>
<td>(C, E)</td>
</tr>
<tr>
<td>Avalon Dunn Loring</td>
<td>2750 Gallows Road, Vienna, VA 22180</td>
<td>703-636-0400</td>
<td>29 studio apts.</td>
<td>(C,E,F)</td>
</tr>
<tr>
<td>Avalon Mosaic*</td>
<td>2987 District Avenue, Fairfax, VA 22031</td>
<td>703-280-0111</td>
<td>31 studio apts.</td>
<td>(C,E,F)</td>
</tr>
<tr>
<td>Belvoir Square Apartments*</td>
<td>9142 Richmond Hwy, Fort Belvoir, VA 22060</td>
<td>703-372-5799</td>
<td>2 studio apts., 12 one-bedroom apts., 6 two-bedroom apts.</td>
<td>(C, E)</td>
</tr>
<tr>
<td>BLVD Reston Station</td>
<td>1908 Reston Metro Plaza, Reston, VA 20190</td>
<td>703-230-1110</td>
<td>49 studio apts., 21 one-bedroom apts., 18 two-bedroom apts.</td>
<td>(A,B, C, E, F)</td>
</tr>
<tr>
<td>The Boro - Rise</td>
<td>8305 Greensboro Drive, McLean, VA 22102</td>
<td>703-641-5344</td>
<td>49 one-bedrooms, 32 two-bedrooms</td>
<td>(A,B, C, E, F)</td>
</tr>
<tr>
<td>The Boro – Bolden</td>
<td>1640 Boro Place, McLean, VA 22102</td>
<td>703-641-5344</td>
<td>41 one-bedrooms, 14 two-bedrooms</td>
<td>(A,B, C, E, F)</td>
</tr>
<tr>
<td>Exo</td>
<td>1897 Oracle Way, Reston, VA 20190</td>
<td>703-826-0808</td>
<td>20 One-bedroom apts., 22 two-bedroom apts.</td>
<td>(C, E, F)</td>
</tr>
<tr>
<td>Haden</td>
<td>1575 Anderson Road, McLean, VA 22102</td>
<td>703-506-0745</td>
<td>2 studios, 52 one-bedrooms, 31 two-bedrooms</td>
<td>(A,B,C,E,F)</td>
</tr>
<tr>
<td>Halstead Square Dunn Loring Metro</td>
<td>2729 Merrilee Drive, Fairfax, VA 22031</td>
<td>703-638-1495</td>
<td>29 studio apts.</td>
<td>(C, E, F)</td>
</tr>
<tr>
<td>Highgate at the Mile</td>
<td>7915 Jones Branch Drive, McLean, VA 22102</td>
<td>703-734-1380</td>
<td>15 studio apts., 31 one-bedroom apts., 20 two-bedrooms apts.</td>
<td>(A, B, C, E, F)</td>
</tr>
</tbody>
</table>

*Indicates that the WDUs are located in a development that also participates in the Fairfax County Affordable Dwelling Unit Rental Program.
Hunters Woods at Trails Edge  
2222 Colts Neck Rd  
Reston, VA 20191  
(Seniors Only)  
703-429-1130  
7 studio apts.  
8 one-bedroom apts.  
3 two-bedroom apts.  
(Affordability Level: B,C)

Kingston  
7480 Birdwood Ave.  
McLean, VA, 22102  
703-662-9901  
5 studio apts.  
27 one-bedroom apts.  
30 two-bedroom apts.  
2 three-bedroom apts.  
(Affordability Level: A, B, C, E, F)

Lincoln at Discovery Square  
13720 Atlantis Street  
Herndon, VA 20171  
703-953-3303  
35 one-bedrooms  
30 two-bedrooms  
(Affordability Level: C,E)

Lincoln at Wiehle Station  
1500 Commerce Park Drive  
Reston, VA 20191  
703-860-3311  
3 studio apts.  
21 one-bedrooms  
15 two-bedrooms  
(Affordability Level: B and D)

Lumen  
1747 Tysons Central St  
Tysons, VA 22182  
703-997-7721  
15 studio apts.  
38 one-bedroom apts.  
27 two-bedroom apts.  
(Affordability Level: A, B, C, E, F)

Modera Avenir Place*  
2679 Avenir Place  
Merrifield, VA 22180  
703-204-9623  
23 studio apts.  
(Affordability Level: C)

Modera Fairfax Ridge*  
3887 Fairfax Ridge Road  
Fairfax, VA 22030  
703-272-8044  
4 one-bedrooms  
7 two-bedrooms  
(Affordability Level: C,E)

Modera Mosaic*  
2920 District Avenue  
Fairfax, VA 22031  
703-991-6789  
15 studio apts.  
(Affordability Level: C,E,F)

Modera Mosaic II  
2920 District Avenue, Fairfax, VA 22031  
703-991-6789  
8 one-bedroom apts.  
5 two-bedroom apts.  
(Affordability Level: C, E)

Nouvelle  
7911 Westpark Drive  
Tysons, VA 22102  
571-222-3220  
57 one-bedroom apts.  
20 two-bedroom apts.  
(Affordability Level: A,B,C,E,F)

Prosperity Flats*  
2700 Dorr Avenue  
Fairfax, VA 22031  
703-645-7368  
18 one-bedroom apts.  
8 two-bedroom apts.  
(Affordability Level: C, E, F)

Signature at Reston Town Center  
11850 Freedom Drive  
Reston, VA 20190  
571-267-2887  
41 studio apts.  
40 one-bedroom apts.  
(Affordability Level: C, E, F)

Station on Silver  
2340 Carta Way  
Herndon, VA 20171  
703-793-1683  
4 studio apts.  
35 one-bedroom apts.  
19 two-bedroom apts.  
(Affordability Level: C, E, F)
The Ascent at Spring Hill Station
8421 Broad Street
McLean, VA 22102
703-712-8866
4 studio apts.
51 one-bedroom apts.
26 two-bedroom apts.
(Affordability Level: A, B, C, E, F)

The Avant at Reston Town Center
12025 Town Square Street
Reston, VA 20190
571-385-0214
24 studio apts.
20 one-bedroom apts.
(Affordability Level: C, E, F)

The Emerson*
5865 Trinity Pkwy
Centreville, VA 20120
703-266-5865
2 studio apts.
13 one-bedroom apts.
9 two-bedroom apts.
1 three-bedroom apt.
(Affordability Level: C, D)

The Loren*
6410 Arlington Blvd
Falls Church, VA 22042
703-479-3300
10 one-bedroom apts.
(Affordability Level: C, E)

The Parker
2550 Huntington Avenue
Alexandria, VA 22303
571-267-2885
5 studio apts.
32 one-bedroom apts.
17 two-bedroom apts.
(Affordability Level: C, E, F)

The Preserve at Westfields
4950 Westcroft Boulevard
Chantilly, VA 20151
980-270-1680
2 studio apts.
20 one-bedroom apts.
17 two-bedroom apts.
(Affordability Level: C, E)

The Point at Ridgeline
13280 Woodland Park Road
Herndon, VA 20171
703-721-7424
1 studio apt.
23 one-bedroom apts.
13 two-bedroom apts.
1 three-bedroom apt.
(Affordability Levels: C, E, F)

The Ridgewood by Windsor*
4211 Ridge Top Road
Fairfax, VA 22030
703-383-3996
24 studio apts.
(Affordability Level: 83% AMI)
*Please contact property for income limits and rents

The Shelby*
6200 North Kings Highway
Alexandria, VA 22303
571-267-2873
8 one-bedroom apts.
5 two-bedroom apts.
(Affordability Level: C, E)

VITA
7902 Tysons One Place
McLean, VA 22102
703-884-8482
9 studio apts.
19 one-bedroom apts.
11 two-bedroom apts.
(Affordability Level: B)

VY/Reston Heights
11830 Sunrise Valley Drive
Reston, VA 20191
571-748-4709
19 one bedroom apts.
27 two bedroom apts.
(Affordability Level: C, E)

Fairfax County is committed to a policy of nondiscrimination in all county programs, services and activities and will provide reasonable accommodations upon request. Please call 703-246-5101 or TTY 711.
The Planned Tysons Corner District Workforce Dwelling Unit Administrative Policy Guidelines ("Tysons Policy") are established to assist in the provision of affordable housing for persons of low to moderate income in the Tysons Corner Urban Center, as set forth in the adopted Comprehensive Plan. The provision of workforce housing is designed to promote a fuller range of housing choices by encouraging the proffering of workforce dwelling units consistent with the policies set forth in the Fairfax County Comprehensive Plan and to encourage the construction and continued existence of dwelling units affordable to households whose income is one hundred twenty (120) percent or less of the Area Median Income (AMI) for Washington Standard Metropolitan Statistical Area as specified annually by the Department of Housing and Urban Development (HUD), as adjusted for family size. Such income limit is divided into multiple tiers, as set forth in this Tysons Policy, to provide for a range of housing opportunities for various household income levels up to one hundred twenty percent (120) of AMI.

The provisions of this Tysons Policy are hereby adopted by the Board of Supervisors (Board) as the preferred administrative tool for the implementation and administration of workforce dwelling units that are proffered in conjunction with a rezoning application. As such, it is the intent of the Board that proffered workforce dwelling units accepted in conjunction with a rezoning for property located within the Tysons Corner Urban Center include a proffer of compliance with these Tysons Policy Guidelines. In the event that a specific development warrants consideration of an alternative scheme for the administration and continued availability of proffered workforce dwelling units, it is the intent of the Board to consider such variations when the applicant can clearly demonstrate that the alternate proposal furthers the workforce dwelling unit policies set forth in the Comprehensive Plan and offers appropriate controls to properly regulate, monitor, administer, and manage such units. Such controls shall be provided in sufficient detail to clearly demonstrate that the workforce dwelling units will function in the manner intended by the provisions of the preferred administrative tools set forth below.

Terms utilized herein that are not specifically defined shall have the meaning given to them in the Fairfax County Zoning Ordinance. The following specific administrative policy guidelines are hereby set forth for the uniform administration and assurance of the continued availability of workforce dwelling units in the Tysons Corner Urban Center:

1. Location of Workforce Dwelling Units

The location, integration and dispersion of the workforce dwelling units shall be as identified in the approved proffered conditions and/or development plans associated with the rezoning application for which the workforce dwelling units were generated.

2. Workforce Dwelling Unit Floor Area

The minimum gross floor area for any workforce dwelling unit should be as follows:
3. Designation of Workforce Dwelling Units on Approved Plans

Except for multiple family rental developments under single ownership, each approved site plan, record subdivision plat, condominium plat/plan, and/or building plan shall designate the specific lots or units that are the workforce dwelling units and any bonus market rate dwelling units. Such plans and/or plats shall also provide a tabulation of any bonus units and/or bonus floor area achieved on the site as a result of the provision of workforce dwelling units. If there is to be any change in the location of a workforce dwelling unit after the original approval of a site plan or subdivision, the owner shall be responsible for amending the approved plats and/or plans to reflect the designation of the alternate workforce dwelling unit prior to the issuance of a Residential Use Permit for the new workforce dwelling unit.

In the case of a multiple family rental development that is under single ownership, the site plan and/or record subdivision plats shall identify the development as a rental project and shall note the total number of workforce dwelling units and the number of bonus market rate units and/or bonus floor area provided.

For all for-sale developments, the floor area and bedroom count of each workforce dwelling unit shall be noted on each approved site plan, subdivision plat, condominium plats/plans and/or building plan. Additionally, the bedroom count mix of the market rate units within the project as a whole shall be noted on all such approved plats and/or plans to demonstrate that the workforce dwelling units are of the same mix as the market rate dwelling units in terms of bedroom count.

For multiple section developments where all the workforce dwelling units are not to be provided in the first section of the development, the site plan and/or record subdivision plat for the first section and all subsequent sections shall contain a notation identifying in which section(s) the workforce dwelling units will be or have been provided and a total of all workforce dwelling units for which such site plan(s) and/or record subdivision plat(s) have been approved. In the event that workforce dwelling units are approved to be provided at a location that is not on the same lot as the market rate dwelling units with which the workforce dwelling units are associated, all site plans, subdivision plats and/or building plans for all associated properties shall include a notation identifying the site plan(s) and/or subdivisions(s) that include the workforce dwelling units.
Workforce dwelling units that are accepted as part of proffered conditions associated with a rezoning application and are included on approved site plans and recorded subdivision plats shall be deemed features shown for purposes of Va. Code Ann. §15.2-2232 and, as such, shall not require further approvals pursuant thereto in the event the Board shall acquire or lease such units.

4. Condominium Developments

A. If a building is initially built as a condominium, then the workforce dwelling units within that building shall also be for-sale units and shall be specifically identified on the approved site plan and building plans and shall be designated as such as part of the recorded condominium declaration and disclosed in the required public offering statement.

B. If a building is initially built as a rental project under single ownership and such building should subsequently convert to a condominium, then:

1. The development shall offer the same number of for-sale workforce dwelling units as there were rental workforce dwelling units.

2. The workforce dwelling units shall be specifically identified by unit number as part of the recorded condominium declaration.

3. The sales price for such workforce dwelling units being converted shall be established by the County Executive pursuant to this Tysons Policy. If the owner of such condominium conversion elects to renovate the workforce dwelling units, the County Executive shall consider the reasonable cost of labor and materials associated with such renovation.

4. The rental tenant occupants of the workforce dwelling units subject to the condominium conversion shall have the right to purchase the dwelling unit they occupy at the sales price established by the County Executive pursuant to this Tysons Policy. Subsequently, the Board shall have the right to purchase some or all of the workforce dwelling units that are not purchased by such rental tenants at the sales price established for such units by the County Executive pursuant to this Tysons Policy. Such units shall be offered to the Board and purchased by it in accordance with the provisions set forth below for for-sale workforce dwelling units.

5. Limitations on Building Permits and Residential Use Permits

Building Permits may be issued for all of the dwelling units in a development, provided, however, that for any development, other than one comprised solely of rental multiple family dwelling units under single ownership, Residential Use Permits (RUPs) shall not be issued for more than seventy-five (75) percent of the total number of units in the development until such time as RUPs have been issued for at least seventy-five (75) percent of the workforce dwelling units in the applicable phase of the development. Additionally, the required Notice of Availability and Sales Offering Agreement shall be submitted prior to the issuance of the first RUP for any workforce dwelling unit in the development.

A rental multiple family dwelling unit development under single ownership shall not be subject to the limitation on the issuance of RUPs; however, the required Notice of Availability and Sales
Offering Agreement shall be submitted prior to the issuance of the first RUP for any dwelling unit in the development.

6. Workforce Dwelling Unit Specifications

A. The Director of the Department of Housing and Community Development (DHCD) shall develop specifications for the prototype workforce housing products both for-sale and rental. All building plans for workforce dwelling units are to comply with such prototype standards for design and construction specifications. Any applicant or owner may voluntarily construct workforce dwelling units to a standard in excess of such specifications. In the event that workforce dwelling units are constructed in unit types other than multiple family dwelling units, only fifty (50) percent of any added cost for exterior architectural compatibility upgrades (such as brick facade, shutters, bay windows, etc.) and additional landscaping on the workforce dwelling unit lot may be included within recoverable costs, up to a maximum of two (2) percent of the sales price of the workforce dwelling unit. The allowance for additional landscaping may not exceed one-half (1/2) of the above-noted two (2) percent maximum.

B. In the administration of workforce dwelling units, the design and construction specifications established in both rental and sales prices will be structured to make the units affordable to households whose incomes do not exceed one hundred twenty (120) percent of the area median income (AMI) of the Washington Standard Metropolitan Statistical Area as specified annually by the Department of Housing and Urban Development (HUD), subject to the income tiers specified in this Policy.

7. Administration of For-Sale Workforce Dwelling Units

A. The sale of workforce dwelling units shall be regulated by the Director of DHCD on behalf of the Board. The Board may adopt reasonable rules and regulations to assist in the regulation and monitoring of the sale and resale of workforce dwelling units, which may include giving a priority to persons who live or work in Fairfax County.

B. The Board has an exclusive right to purchase up to one-third (1/3) of the for-sale workforce dwelling units within a development for a ninety (90) day period beginning on the date that a complete Notice of Availability and Sales Offering Agreement, submitted by the owner, is executed by the DHCD. The notice shall advise the Board that a particular workforce dwelling unit or units are or will be completed and ready for purchase. The notice shall be in the form prescribed by the DHCD and identify the unit or units being offered; the number of bedrooms, the floor area and amenities for each unit; the approved sales price for each unit and the evidence of issuance of a building permit for the units. Such written notice may be sent by the owner at any time after the issuance of a building permit for the workforce dwelling unit and approval of the sales price for the unit by the County Executive, but shall occur prior to the issuance of the first Residential Use Permit (RUP) for any workforce dwelling unit in the development. If the Board elects to purchase a particular workforce dwelling unit, the DHCD shall so notify the owner in writing and an all cash closing shall occur within thirty (30) days from the end of the respective ninety day period, provided a RUP has been issued for the unit prior to closing.
C. The remaining two-thirds (2/3) of the for-sale workforce dwelling units within a development and any units that the Board does not elect to purchase are to be offered for sale exclusively for a ninety (90) day period to persons who meet the income criteria established by the DHCD, and who have been issued a Certificate of Qualification by the DHCD. This ninety (90) day period begins on the date that a complete Notice of Availability and Sales Offering Agreement, submitted by the owner, is executed by the DHCD. The notice shall advise the DHCD that a particular workforce dwelling unit or units are or will be completed and ready for purchase. The notice shall be in the form prescribed by the DHCD and include the information described in Paragraph B above. In addition, the owner shall provide marketing materials concerning the units and the development to be used in the sale of the units. Such written notice may be sent by the owner at any time after the issuance of a building permit for the workforce dwelling unit and approval of the sales price for the unit by the County Executive. Notwithstanding the foregoing, after the first thirty (30) days of the ninety (90) day period referenced in this paragraph, the Board may elect to purchase up to one-half (1/2) of the workforce dwelling units offered pursuant to this paragraph by giving written notice of its election to do so for those units then available within the ninety (90) day period, which notice shall provide for an all cash closing within thirty (30) days from the end of the ninety (90) day period, provided a RUP has been issued prior to closing.

D. After the expiration of the sixty (60) days of the ninety (90) day period(s) referenced in Paragraphs B and C above, the workforce dwelling units not sold are to be offered for sale to nonprofit housing groups, as designated by the County Executive, subject to the established workforce dwelling unit prices and the requirements of the applicable proffered conditions. The nonprofit housing groups shall have a thirty (30) day period within which to commit to purchase the units. This thirty (30) day period begins on the date of receipt of written notification from the owner, sent by registered or certified mail, advising them that a particular workforce dwelling unit is or will be ready for purchase. The notice shall state the number of bedrooms, floor area and amenities for each unit offered for sale. Such written notice may be sent by the owner any time after the commencement of the ninety (90) day period referenced in Paragraphs B and C above. If a nonprofit housing group elects to purchase a particular workforce dwelling unit, they shall so notify the owner in writing and an all cash closing shall occur within thirty (30) days from the end of the thirty (30) day period, provided a RUP has been issued for the unit prior to closing.

E. After the expiration of the time period(s) referenced in Paragraphs B, C, and D above, the workforce dwelling units not sold may be offered to the general public as for-sale units subject to established workforce dwelling unit prices and the requirements of the proffered conditions.

F. A schedule of County-wide cost factors and the cost calculation formula used to determine sales prices will be established initially and may be amended periodically by the County Executive, based upon a determination of all ordinary, necessary, and reasonable costs required to construct the various workforce dwelling unit prototype dwellings by private industry in Fairfax County, after consideration by the County Executive of written comment from the public, the DHCD, and other information that may be available, such as the area's current real estate market and economic conditions.

G. Sales prices will include, among other costs, a marketing and commission allowance of one and one-half (1 1/2) percent of the sales price for the workforce dwelling unit, provisions for builder-paid permanent mortgage placement costs and buy-down fees, and closing costs, except pre-paid
expenses required at settlement, but will not include the cost of land associated with the 
workforce dwelling unit. Workforce dwelling units shall be distributed among each of five (5) 
income range tiers, as follows: 2% of the total number of dwelling units as WDUs serving up to 
60% of Area Median Income (AMI) for the Washington D.C. Metropolitan Area as specified 
annually by the Department of Housing and Urban Development (HUD); 3% serving up to 70% 
AMI; 5% serving up to 80% AMI, 5% serving up to 100% AMI and 5% serving up to 120% 
AMI. Nothing provided herein will preclude an owner/developer from providing a higher 
percentage of workforce dwelling units for households in the lower income tiers.

H. There will be a semiannual review and possible adjustment in workforce dwelling unit sales 
prices that will be applied to the workforce dwelling unit sales prices initially established by the 
County Executive adjusted according to the percentage change in the various cost elements as 
indicated by the U.S. Department of Commerce’s Composite Construction Cost Index and/or 
such other comparable index or indices selected by the County Executive.

8. Administration of Rental Workforce Dwelling Units

A. The Board may adopt reasonable rules and regulations to assist in the regulation and monitoring 
of the rental of workforce dwelling units, which may include giving a priority to persons who 
live or work in Fairfax County. The regulation and monitoring of rental workforce dwelling 
units shall be by the DHCD on behalf of the Board.

For the initial rentals of units, the owner shall send the Board a Notice of Availability and 
Rental Offering Agreement in a form prescribed by the DHCD, to advise that a particular 
workforce dwelling unit or units are or will be completed and ready for rental. The Board or its 
designee has an exclusive right to lease up to one-third (1/3) of the rental workforce dwelling 
units. Such Notice of Availability and Rental Offering Agreement shall be submitted to and 
executed by the DHCD prior to the issuance of the first RUP for any dwelling within the 
development. The notice shall state the number of bedrooms, floor area, amenities, and rent for 
each unit offered for rental. Such written notice may be sent by the owner at any time after the 
issuance of a building permit for the workforce dwelling units that are being offered for rental. 
If the Board elects to assume control for a particular workforce dwelling unit, the Board shall so 
notify the owner in writing within thirty (30) days from the execution of the notice by the Board. 
At the owner’s option, the Board may lease additional rental units at the workforce dwelling unit 
rent or market rent as appropriate.

The remaining two-thirds (2/3) of the rental workforce dwelling units within a 
development are to be offered to persons who meet the established income criteria.

B. Any workforce dwelling units required pursuant to the proffered conditions that are not leased 
by the Board are to be leased for a minimum six (6) month period with a maximum renewable 
term of lease for one (1) year to tenants who meet the eligibility criteria established by the 
DHCD. The lease agreements for such units shall include conditions that require the tenant to 
occupy the unit as his or her domicile, that prohibit the subleasing of the unit, that require 
continued compliance with the applicable eligibility criteria, and that require the tenant to 
anually verify under oath, on a form approved by the DHCD, his or her annual income and 
such other facts that the landlord may require in order to ensure that the tenant continues to meet 
the applicable eligibility criteria.
C. Eligible tenants must continue to meet the income criteria established by the DHCD in order to continue occupancy of the workforce dwelling unit. However, a tenant who no longer meets such criteria may continue to occupy a workforce dwelling unit until the end of the lease term. Workforce dwelling units not leased by the Board may not be subleased.

D. By the end of each month, the owner of a development containing rental workforce dwelling units leased to individuals other than the Board shall provide the DHCD with a statement verified under oath that certifies the following as of the first of such month:

1. The address and name of the development and the name of the owner.

2. The number of workforce dwelling units by bedroom count and floor area, other than those leased to the Board, which are vacant.

3. The number of workforce dwelling units by bedroom count and floor area that are leased to individuals other than the Board. For each such unit, the statement shall contain the following information:

   i. The unit address, bedroom count and floor area.

   ii. The tenant's name and household size.

   iii. The effective date of the lease.

   iv. The tenant's (household) income as of the date of the lease.

   v. The current monthly rent.

4. That to the best of the owner's information and belief, the tenants who lease workforce dwelling units meet the eligibility criteria established by the DHCD.

5. The owner will provide the DHCD with a copy of each new or revised annual tenant verification obtained from the renters of workforce dwelling units pursuant to Paragraph B above.

E. Countywide rental prices shall be established by the County Executive such that rental workforce housing is affordable to households in the following income tiers: 2% of the total number of dwelling units as WDUs serving up to 60% of Area Median Income (AMI) for the Washington D.C. Metropolitan Area as specified annually by the Department of Housing and Urban Development (HUD); 3% serving up to 70% AMI; 5% serving up to 80% AMI, 5% serving up to 100% AMI and 5% serving up to 120% AMI.

Nothing provided herein shall preclude an owner/developer from providing a higher percentage of workforce dwelling units for households in the lower income tiers. The base figures shall be adjusted by the following factors for different workforce dwelling unit sizes based on the number of bedrooms in the dwelling unit:
The result of this calculation for each size workforce dwelling unit is then divided by twelve (12), then multiplied by twenty-five (25) percent and rounded to the nearest whole number to establish the rent for the unit, excluding utilities.

F. There will be a semiannual review and possible adjustment in workforce dwelling unit rental prices that will be applied to the workforce dwelling unit rental prices initially established by the County Executive, adjusted according to the percentage change in the various cost elements as indicated by the U. S. Department of Commerce's Composite Construction Cost Index and/or such other comparable index or indices that are selected by the County Executive. In setting adjusted rental prices, the County Executive may establish different rental classifications and prices that reflect the age and condition of the various rental developments within Fairfax County.

9. Term of Price Control of Workforce Dwelling Units

A. For for-sale workforce dwelling units, the price for subsequent resale shall be controlled for a period of thirty (30) years after the initial sale. However, upon any resale, conveyance, and/or transfer to a new owner of such workforce dwelling unit within the initial thirty (30) year period of control, the prices for each subsequent resale and/or transfer to a new owner shall be controlled for a new thirty (30) -year period commencing on the date of such resale, conveyance, and/or transfer of the workforce dwelling unit. Each initial thirty (30) year control period and each renewable subsequent thirty (30) -year control period may be referred to as a sales price control period. For any workforce dwelling unit that is owned for an entire thirty-year control period by the same individual(s), the price control term shall expire and the first sale of the unit after such expiration shall be in accordance with the provisions of this Tysons Policy.

B. For rental workforce dwelling units, the price for subsequent rerental shall be controlled for a period of fifty (50) years from the date of issuance of the RUP for each workforce dwelling unit in the development.

C. For condominium conversion workforce dwelling units, regardless of the length of time the unit was offered as a workforce rental unit, the initial term of price control for the first sale of the unit after the conversion from a rental unit shall be for a period of thirty (30) years from the date of the initial sale. Subsequent resale of such units shall be administered under the provisions of Paragraph A above.

10. Initial Sale and Re-Sale of Workforce Dwelling Units

A. The initial sale of a workforce dwelling unit, including the initial sale of a condominium conversion unit, shall be for a sales price that is approved by the County Executive and shall be made only to a person or household that meets the applicable income qualifications for the occupancy of a workforce dwelling unit and have been issued a Certificate of Qualification by
the Director of the DHCD. It is a violation of the proffered conditions associated with a workforce dwelling unit to purchase a unit or to sell it or otherwise transfer or pledge it as security for an amount higher than the approved sales price during any period of price control.

B. The owner of each unit to be resold, conveyed, or otherwise transferred to another owner and for the conversion of rental workforce dwelling units to condominium workforce dwelling units shall provide the DHCD with written notification sent by certified mail that the workforce dwelling unit is being offered. The Board has the exclusive right to purchase such unit at a purchase price that does not exceed the control price of the unit at that time. The DHCD shall notify the owner in writing within thirty (30) days after receipt of the written notification from the owner advising whether or not the Board will enter into a contract to purchase the unit on the form approved by the DHCD and subject to certain conditions, such as acceptable condition of title and acceptable physical and environmental conditions. An all cash closing shall occur within ninety (90) days after receipt by the DHCD of the written notification of the owner offering the unit for sale, in the event that all such conditions of the contract are satisfied.

If the Board does not elect to purchase an available for-sale workforce dwelling unit, for the first sixty (60) days thereafter that each such individual workforce dwelling unit is offered, the for-sale unit is to be first be offered exclusively through the DHCD to persons who meet the DHCD’s criteria, and who have been issued a Certificate of Qualification by the DHCD. Upon the expiration of the sixty (60) day period, the unit may be offered for sale to the general public to persons who meet income requirements hereunder and at the current controlled price.

C. Units offered for sale shall not be offered for a price greater than the original selling price plus a percentage of the unit's original selling price equal to the increase in the U. S. Department of Labor's Consumer Price-Urban Area Index or such other index selected by the County Executive, plus the lesser of the current fair market value or the actual original cost of certain improvements as determined by the DHCD in accordance with applicable regulations to be (a) substantial and appropriate replacements or improvements of existing housing components and/or (b) structural improvements made to the unit between the date of original sale and the date of resale, plus an allowance for payment of closing costs on behalf of the subsequent purchaser that are paid by the seller. Those features deemed to be substantial and appropriate replacements or improvements of housing components and structural improvements are as set forth by the DHCD. No increase in sales price is allowed for the payment of brokerage fees associated with the sale of the unit, except that with respect to units purchased and resold by the Board, an increase of one and one-half (1 1/2) percent of the resale price is allowed for marketing and transaction costs, and with respect to resale by other owners, an increase of one and one-half (1 1/2) percent of the sales price is allowed as a fee to be paid to a real estate broker or agent licensed to conduct residential real estate transactions in the Commonwealth of Virginia who meets the qualifications determined by the DHCD and who serves as a dual agent for both the qualified buyer and the seller in the resale of the workforce dwelling unit in accordance with sales procedures approved by the DHCD. The one and one-half (1 1/2) percent fee shall be paid to such real estate broker or agent by the seller at the time of settlement of the resale of the workforce dwelling unit as part of the disbursement of settlement proceeds.

D. For the initial sale of a workforce dwelling unit after the expiration of the term of price control established for the unit, the Board has the exclusive right to purchase the unit. The owner of each such unit shall provide the DHCD with written notification sent by registered or certified mail that the unit is for sale. If the Board elects to purchase such unit, the DHCD shall so notify the owner in writing within thirty (30) days of receipt of the written notification from the owner
and the all cash closing shall occur within sixty (60) days thereafter.

In all instances, whether or not the Board elects to purchase such unit, one-half (1/2) of the amount of the difference between the net sales price paid by the purchaser at such sale and the owner’s purchase price plus a percentage of the unit’s selling price equal to the increase in the U.S. Department of Labor’s Consumer Price-Urban Area Index, plus the lesser of the current fair market value or the actual original cost of certain improvements as determined by the DHCD in accordance with applicable regulations to be (a) substantial and appropriate replacements or improvements of existing housing components and/or (b) structural improvements made to the unit between the date of the owner’s purchase and the date of resale is to be contributed to the Fairfax County Housing Trust Fund to promote housing affordability in Fairfax County as part of the disbursement of settlements proceeds. Notice of such equity interest of the Fairfax County Housing Trust Fund may be evidenced by a document recorded among the land records of Fairfax County, Virginia, encumbering any workforce dwelling unit. Net sales price shall exclude closing costs such as title charges, transfer charges, recording charges, commission fees, points, and similar charges related to the closing of the sale of the property paid by the seller. All amounts necessary to pay and satisfy any and all liens, judgments, deeds of trust, or other encumbrances on the unit, other than the equity interest of the Fairfax County Housing Trust Fund, shall be paid by the seller out of proceeds of the seller from such sale, as determined in accordance with this paragraph, or shall be paid otherwise by the seller. In no event shall any such amounts required to be paid by the seller reduce the amount, as determined in accordance with this paragraph, which is to be contributed to the Fairfax County Housing Trust Fund pursuant to this paragraph.

11. Financing Control and Foreclosure of Workforce Dwelling Units

A. The total aggregate amount of principal and accrued interest for all financing secured by an individual for-sale workforce dwelling unit shall not exceed the owner’s purchase price (as adjusted in accordance with this Tysons Policy). Any financing in excess of the owner’s purchase price, as adjusted, shall not be secured by any interest in the applicable individual for-sale workforce dwelling unit.

B. The covenants required pursuant to the Tysons Policy shall be senior to all instruments securing financing, and the covenants shall be binding upon all assignees, mortgagees, purchasers, and other successors in interest, except that the covenants may be released for an individual for-sale workforce dwelling unit in the event of foreclosure by an Eligible Lender, as such term is defined in Paragraph C below, as and only to the extent provided for in this Policy. In the event of foreclosure of a development comprised solely of rental multiple family dwelling units, where such development contains workforce dwelling units, the covenants shall not be released.

C. An Eligible Lender is defined as an institutional lender holding a first priority purchase money deed of trust on an individual for-sale workforce dwelling unit or a refinancing of such institutionally financed purchase money deed of trust by an institutional lender, provided that such refinancing does not exceed the outstanding principal balance of the existing purchase money first trust indebtedness on the unit at the time of refinancing. An Eligible Lender shall have the right to foreclose on a rental project or a workforce dwelling unit, and the covenants on an individual workforce dwelling unit may terminate upon such foreclosure by the Eligible Lender or upon the sale of the workforce dwelling unit by a trustee on behalf of the Eligible Lender to a bona fide purchaser for value at a foreclosure sale if all the requirements set forth in
this Tysons Policy, the applicable proffers, the covenants, and/or all other applicable regulations with respect to such foreclosure sale are satisfied. Such requirements include, but are not limited to, providing the County Executive and the Board written notice of the foreclosure sale proposed and the Right to Acquire, as such term is defined in this Tysons Policy.

D. No sale, pledge of a security interest in, or other transfer or foreclosure of a workforce dwelling unit will affect the validity of the covenants, except as set forth in this Tysons Policy.

E. Each Eligible Lender and any other lender secured by an interest in the workforce dwelling unit is required to provide written notice of a foreclosure to the County Executive and the DHCD at least ninety (90) days prior. At any time during such ninety (90) day period, the Board or a nonprofit agency designated by the County Executive shall have the Right to Acquire any individual for-sale workforce dwelling unit. The Right to Acquire entitles the Board or a nonprofit agency designated by the County Executive to acquire the workforce dwelling unit(s) at or before any foreclosure sale for which such notice has been given upon payment in full of the outstanding indebtedness on the workforce dwelling unit owed to the lender, including principal, interest, and fees that together in the aggregate do not exceed the amount of the owner’s purchase price, as adjusted in accordance with this Policy, and other reasonable and customary costs and expenses (the Outstanding First Trust Debt), with no owner, prior owner, or other party, whether secured or not, having any rights to compensation under such circumstances.

F. In the event that neither the Board nor the nonprofit agency designated by the County Executive exercises the Right to Acquire and the individual for-sale workforce dwelling unit is sold for an amount greater than the Outstanding First Trust Debt, the remaining amount in excess of the Outstanding First Trust Debt shall be paid to the Fairfax County Housing Trust Fund to promote housing affordability in Fairfax County as part of the disbursement of settlement proceeds.

12. Covenants and Deed Notification

A. In developments containing workforce dwelling units, Workforce Housing covenants that are applicable to the workforce dwelling units and that run in favor of the Board and are in the specific form prescribed by the Director of the DHCD providing, among other things, that the workforce dwelling units are subject to the provisions of this Tysons Policy and/or any other policies established through the proffered conditions, shall be recorded upon approval of the site plan and/or simultaneously with the recordation of the final subdivision plat or, in the case of a condominium, recorded simultaneously with the condominium declaration.

B. The covenants shall be senior to all instruments securing financing, and the covenants shall be binding upon all assignees, mortgagees, purchasers, and other successors in interest.

C. In developments containing for-sale workforce dwelling units, at the time of the initial sale of an individual workforce dwelling unit, the owner/applicant shall provide in the sales contract for each workforce dwelling unit offered for sale a copy of the recorded covenant running with the land in favor of the Board. The owner/applicant shall include in the deed for each workforce dwelling unit sold an express statement that the workforce dwelling unit is subject to proffered conditions setting forth specific terms and conditions and the covenants recorded pursuant to this Tysons Policy with a specific reference to the deed book and the page where such covenants
are recorded and such deed may also attach a copy of the covenants. At the time of the initial sale and any resale of an individual workforce dwelling unit, the owner/applicant shall also include in the deed for each workforce dwelling unit sold an express statement that the total aggregate amount of indebtedness that may be secured by the workforce dwelling unit is limited and that other terms and conditions apply, including, but not limited to, a right for the Board or a nonprofit agency designated by the County Executive to acquire the workforce dwelling unit on certain terms in the event of a pending foreclosure sale.

D. In the case of a rental project, prior to the issuance of the first Residential Use Permit for the development and the offering for rent of any workforce dwelling units, the owner shall record a covenant running with the land in favor of the Board and which is on the specific form prescribed by the DHCD that provides that the workforce dwelling units are subject to proffered conditions setting forth specific terms and conditions, that no such unit may be rented for an amount that exceeds the limits set by the County Executive, that the covenant shall be senior to all instruments securing permanent financing, and that the covenant shall be binding upon all assignees, mortgagees, purchasers and other successors in interest.

13. Occupancy of Workforce Dwelling Units

A. Before an individual may purchase a workforce dwelling unit, he or she must obtain a Certificate of Qualification from the Director of the DHCD. Before issuing a Certificate of Qualification, the DHCD will make the determination that the applicant meets the criteria established by the DHCD for low and moderate income persons applicable to for-sale workforce dwelling units.

B. Before an individual may rent a workforce dwelling unit, he or she must meet the eligibility criteria established by the DHCD for persons of low and moderate income. The landlord/owner is responsible for determining that the tenant meets the eligibility criteria applicable to tenants in rental workforce dwelling units.

C. Except for circumstances specifically set forth in this Tysons Policy, it is a violation of this Tysons Policy for someone to sell a workforce dwelling unit to an individual who has not been issued a Certificate of Qualification by the DHCD.

D. Except for circumstances specifically set forth in this Tysons Policy, it is a violation of this Tysons Policy for someone to rent or continue to rent a workforce dwelling unit to an individual who does not meet or fails to continue to meet the income eligibility criteria established by the DHCD.

E. Purchasers or renters of workforce dwelling units must occupy the units as their domicile and shall provide an executed affidavit on an annual basis certifying their continuing occupancy of the units. Owners of for-sale workforce dwelling units shall forward such affidavit to the DHCD on or before June 1 of each year that they own the unit. Renters shall provide such affidavit to their landlords/owners by the date that may be specified in their lease or that may otherwise be specified by the landlord/owner.

F. In the event the renter of a workforce dwelling unit fails to provide his or her landlord/owner with an executed affidavit as provided for in the preceding paragraph within thirty (30) days of a
written request for such affidavit, then the lease will automatically terminate, become null and void, and the occupant will vacate the unit within thirty (30) days of written notice from the landlord/owner. It is a violation of this Tysons Policy for an owner of a workforce dwelling unit to fail to provide the executed affidavit required by Paragraph E above.

G. Except as specifically provided for in this Tysons Policy, in the event a renter of a workforce dwelling unit no longer meets the eligibility criteria established by the DHCD, as a result of increased income or other factors, then at the end of the lease term, the occupant will vacate the unit.

H. In the event a renter fails to occupy a workforce dwelling unit for a period in excess of sixty (60) days, unless such failure is approved in writing by the DHCD, a default shall occur. The lease shall automatically terminate, become null and void and the occupant will vacate the unit within thirty (30) days of written notice from the landlord/owner.

I. Notwithstanding the provisions of Paragraphs F, G, and H above, if the landlord/owner of a rental project shall immediately designate an additional comparable unit as a workforce dwelling unit to be leased under the controlled rental price and requirements of this Tysons Policy, the renter of such unit referenced in Paragraphs F, G, and H above may continue to lease such unit at the market value rent.

THIS BOARD POLICY for the Tysons Corner Urban Center Workforce Dwelling Unit Administrative Guidelines is effective on this 22nd day of June, 2010.

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NANCY VEHRS
Clerk to the Board of Supervisors