

DECLARATION OF RESTRICTIVE COVENANTS
Regarding Purchase and Occupancy of Property

THESE RESTRICTIVE COVENANTS, made this the _____ day of _____, 2018, by and between the **Danville Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia** (the “DRHA”), and **NAME** (the “Homebuyer”).

WHEREAS, the Homebuyer has offered to purchase certain real property located within the City of Danville, Virginia, owned by the DRHA, such property being commonly known as **ADDRESS**, Parcel ID #**XXXXXX** and more particularly described in the attached Schedule A (the “Property”); and

WHEREAS, the DRHA has accepted the Homebuyer’s offer to purchase the Property;

WHEREAS, in connection with the Homebuyer’s purchase of the Property, and for the purpose of promoting safe, owner-occupied residential homes within the City of Danville, the DRHA and the Homebuyer wish to subject the Property to these Restrictive Covenants.

NOW, THEREFORE, WITNESSETH THAT the Parties hereto do declare and covenant that, in connection with the Homebuyer’s purchase of the Property, such Property shall be held and conveyed subject to the following covenants, which shall be recorded in the Office of the Clerk of Circuit Court for the City of Danville, Virginia and shall enforceable by the DRHA in the manner described below:

1. **Occupancy.** Within sixty (60) days of closing, the Homebuyer shall use and occupy the Property as her principal residence and domicile until a date no later than five (5) years from the date this Declaration is executed.
2. **Reversion of title.** The Homebuyer agrees that she shall convey Property to the DRHA at a purchase price not in excess of **XXXXXXXXXX** Thousand and 00/100 Dollars (**\$XX,000.00**) upon the first occurrence of any of the following events:
 - a. The Homebuyer fails to occupy the Property as her principal residence and domicile within sixty (60) days of closing.
 - b. The Director of Inspections of the City of Danville, Virginia, pursuant to VCC Section 110.6, revokes for abandonment any building permit for work necessary to obtain a Certificate of Occupancy
 - c. Upon moving into Property, the Homebuyer fails to continue to occupy the Property as her principal residence and domicile until a date no later than five (5) years from the date this Declaration is executed, unless she secures an Amendment from DRHA to permit the Property to be rented to and occupied by tenants for the remaining time within such five (5) year period.

3. **Continued ownership; DRHA to enjoy right of first refusal.** For a period of not less than five (5) years from the date this Declaration is executed, the Homebuyer agrees that she shall not sell, lease, or otherwise alienate her interest in the Property, or any portion thereof, to any third party, without first offering the Property for sale to the DRHA, who shall have the right of first refusal to purchase the Property before any other person. Offers of sale shall be made in accordance with the following terms:

- a. The Homebuyer shall not offer to sell the Property to the DRHA at a purchase price in excess of the fair market value as determined by a new appraisal.

4. **Term.** These Restrictive Covenants shall run with the land, and shall be binding upon the heirs, assigns, and successors in interest or title of the Parties hereto, until the first of the following events occurs:

- a. The Homebuyers, or any heir, assign, or successor in interest or title, obtains a Certificate of Occupancy, and the Property remains in the Homebuyers' ownership and continuous use as their principal residence and domicile for a period of no less than three (3) years from the date the Certificate of Occupancy for the Property is issued.
- b. The Property is conveyed to the DRHA pursuant to the terms of this Declaration.
- c. This Declaration of Restrictive Covenants is amended or otherwise terminated by a written document signed by an authorized agent of the DRHA and recorded among the land records of the same Clerk of Court where this Declaration is recorded.

5. **Enforcement.** The DRHA may enforce these Restrictive Covenants by any suit at law or in equity permitted by the laws of the Commonwealth of Virginia. The DRHA reserves the right to petition a court of competent jurisdiction for specific performance of any of the Homebuyer's obligations herein, or for the injunction of any action undertaken in violation of these Restrictive Covenants; provided, however, that a petition for specific performance or injunction shall not preclude any other relief permitted by law. In any action instituted by the DRHA to enforce these Restrictive Covenants, the Homebuyer shall pay all costs, including, but not limited to, court costs and reasonable attorney's fees.

WITNESS the following signatures and seals, this the date first above written.

**DANVILLE REDEVELOPMENT AND
HOUSING AUTHORITY, a political
subdivision of the Commonwealth of
Virginia**

BY: _____
GARY WASSON

**Executive Director, Danville
Redevelopment and Housing Authority**

The foregoing instrument was acknowledged before me this the ____ day of _____, 2018, by **Gary Wasson**, in his capacity as the Director of the Danville Redevelopment and Housing Authority.

NOTARY PUBLIC

My commission expires: _____

NAME
Homebuyer

The foregoing instrument was acknowledged before me this the ____ day of _____, 2018, by **NAME**, Homebuyer.

NOTARY PUBLIC

My commission expires: _____