

Subject: Amended Agreement to Build Northpark at Montrose

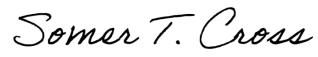
Generated By: Maggie Gallagher

Date: 08/13/2024

**Review and Approval Checklist:**



\_\_\_\_\_ Robert Love



\_\_\_\_\_ Somer Cross



\_\_\_\_\_ Scott Bruton

**MPDU AMENDED AGREEMENT TO BUILD  
SUMMARY COVER SHEET**

Name of Development: Northpark at Montrose

Site Plan No: 820210080

Developer: TriPointe Homes DC Metro, Inc.

Location: NE quadrant intersection of East Jefferson Street and Montrose Parkway

Planning Area: North Bethesda

MPDU Requirement for Planning Area: 15%

MPDU Requirement per Site Plan approval: 15%

Total Number of New Units: 141

Total Number/% of MPDUs: 141 units / 22 MPDUs (15.6%)

Number of units by type	MPDU	Other Affordable	Workforce Housing	Market
Single-Family Detached				
Duplex				
Townhouse	5			102
Two-over-Two	17			17
Garden (4 stories or less)				
High Rise (5+ stories)				
<b>Total</b>	22			119

Is this Agreement to Build for the entire development? Yes \_\_\_ No X

Comments (include explanations of any of the above): The following Amended Agreement to Build aims to correct 6 incorrect addresses listed (3 MPDUs were listed as 3 Market Rate addresses, the following amendment aims to correct that). Due to the incorrect addresses listed the incorrect layouts were also attached to the original Agreement. The correct layouts are attached.

(Subdivision or Development Name: Northpark at Montrose, Phase 1)  
(Also known as: Wilgus Property)

MONTGOMERY COUNTY, MARYLAND  
DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
1401 Rockville Pike, 4<sup>th</sup> Floor, Rockville, MD 20852

**AMENDMENT TO AGREEMENT TO BUILD MODERATELY PRICED DWELLING  
UNITS FOR A PERMIT OF 20 OR MORE DWELLING UNITS**

**DECLARATION OF COVENANTS  
FOR SALE SUBDIVISIONS**

**THIS AMENDMENT TO AGREEMENT** (“Amendment”) is made by and between Tri Pointe Homes DC Metro, Inc. (“**Applicant**”) and MONTGOMERY COUNTY, MARYLAND (“**County**”).

**WITNESSETH:**

**WHEREAS**, the Applicant and the County entered into that certain “Agreement to Build Moderately Priced Dwelling Units for a Permit to Build 20 or More Dwelling Units” with an Effective Date of April 21, 2023 (the “**Agreement**”), wherein Applicant agreed to build twenty-two (22) Moderately Priced Dwelling Units (“**MPDU’s**”) in the development known as Northpark at Montrose Phase 1, with a site plan number 820210080, in accordance with the Agreement and the provisions of Chapter 25A of the Montgomery County Code, 2014, as amended; and

**WHEREAS**, **Exhibit C** to the Agreement provides a specific listing of the MPDUs and Market Rate Units, including development phase, lot, block, street address, number of bedrooms and property tax identification number; and

**WHEREAS**, six (6) of the addresses of the MPDUs and Market Rate Units as listed on **Exhibit C** are incorrect and need to be corrected; and

**WHEREAS**, **Exhibit F** to the Agreement provides floor plans for the MPDUs and Applicant wishes to provide floor plans for “Two over Two” MPDUs constructed in the “reversed” interior condition.

**NOW, THEREFORE**, the parties wish to correct the following exhibits to the Agreement to Build as provided herein.

1. **Exhibit C** shall be amended to reflect the correct addresses as shown on **Exhibit C** attached hereto.
2. **Exhibit D** the Declaration of Covenants Exhibit 1 shall be amended to reflect the correct addresses. The remainder of the Declaration of Covenants shall remain unchanged from the original Agreement.
3. **Exhibit F** shall be amended to include floor plans for the “Two over Two” MPDUs constructed in the “reversed” interior condition.

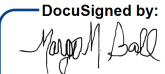
4. Except as provided by this Amendment, the Agreement shall remain in full force and effect. This Amendment shall become effective on the date of the signature of the Director of the Department of Housing and Community Affairs, or his authorized designee. Notwithstanding the foregoing, the **Effective Date** of the Agreement shall remain unchanged. This Amendment shall be governed by and construed in accordance with the laws of the State of Maryland. The Agreement, as amended by this Amendment, is binding upon the agents, successors, heirs and assigns of the Applicant. The provisions of the Agreement, as amended by this Amendment, shall survive the execution and delivery of any deeds or leases and shall not merge therein.


**IN WITNESS WHEREOF**, the undersigned, being the Applicant herein, has executed this Amendment on the day and year set forth below.

WITNESS:

APPLICANT:

**TRI POINTE HOMES DC  
METRO, INC.**,  
a Delaware corporation, authorized to do  
business in the state of Maryland

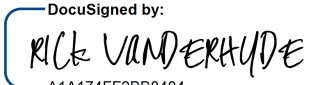
By:   
Name: Margo Ball

By:   
Name: Christopher D. Collins, Senior Vice President  
Date: 8/12/2024

**The Owner of a portion of the properties listed on Exhibit C hereby consents to the terms and conditions of this Amendment.**

**NORTHPARK MONTROSE 141, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By:   
Name: RICK VANDERHYDE  
Title: Senior Vice President, Asset Management  
Date: 8/12/2024

MONTGOMERY COUNTY,  
MARYLAND

By: Scott Bruton  
Name: Scott Bruton  
Title: Director  
Department of Housing and Community Affairs  
Date: 8/13/2024

STAFF REVIEW BY: Mgt Gallagher  
Name: Margaret Gallagher  
Title: Program Manager I  
Date: 8/9/2024

Approved as to Form and Legality  
Office of the County Attorney

BY: Neal Anker  
Name: Neal Anker  
Title: Assistant County Attorney  
Date: 8/9/2024

**AFTER RECORDING, PLEASE RETURN TO:**

Michael A. Faerber, Esq.  
McMillan Metro Faerber, P.C.  
7811 Montrose Road, Suite 400  
Potomac, Maryland 20854  
(301) 251-1180

**EXHIBIT C**  
**Specific Listing of MPDUs and Market Rate Units**  
**For Northpark at Montrose Phase 1**

*(Identify and list MPDUs first and include additional rows and pages as necessary)*

**For Single Family Units**

PHASE	LOT	BLOCK	STREET ADDRESS	NO. OF BEDROOMS	NO. OF BATHS	PROPERTY TAX ID NO.*
<b>MPDUS</b>						
1	51	A	5923 Josiah Henson Parkway	3	2	160403872487
1	43	A	5945 Josiah Henson Parkway	3	2	160403872306
1	37	A	5959 Josiah Henson Parkway	3	2	160403872248
1	29	A	5981 Josiah Henson Parkway	3	2	160403871951
1	17	B	11960 Streamline Drive	3	2	160403872842
1	21	B	6010 Montrose Road	3	2.5	160403873301
1	21	B	6016 Montrose Road	3	2.5	Not Assigned
1	21	B	6018 Montrose Road	3	2.5	Not Assigned
1	21	B	6024 Montrose Road	3	2.5	Not Assigned
1	21	B	6028 Montrose Road	3	2.5	Not Assigned
1	21	B	6032 Montrose Road	3	2.5	Not Assigned
1	21	B	6038 Montrose Road	3	2.5	Not Assigned
1	21	B	6040 Montrose Road	3	2.5	Not Assigned
1	21	B	6046 Montrose Road	3	2.5	Not Assigned
1	21	B	6048 Montrose Road	3	2.5	Not Assigned
1	21	B	6054 Montrose Road	3	2.5	Not Assigned
1	22	B	11957 Northpark Drive	3	2.5	Not Assigned
1	22	B	11961 Northpark Drive	3	2.5	Not Assigned
1	22	B	11965 Northpark Drive	3	2.5	Not Assigned
1	22	B	11971 Northpark Drive	3	2.5	Not Assigned
1	22	B	11975 Northpark Drive	3	2.5	Not Assigned
1	22	B	11981 Northpark Drive	3	2.5	Not Assigned
<b>MARKET RATE UNITS</b>						
1	60	A	6210 Crosswind Drive	3	3	160403872578
1	59	A	6212 Crosswind Drive	3	3	160403872567
1	58	A	6214 Crosswind Drive	3	3	160403872556
1	57	A	6216 Crosswind Drive	3	3	160403872545
1	24	A	6221 Crosswind Drive	3	3	160403872443
1	23	A	6223 Crosswind Drive	3	3	160403872432
1	21	A	6227 Crosswind Drive	3	3	160403872410
1	22	A	6229 Crosswind Drive	3	3	160403872421
1	20	A	6233 Crosswind Drive	3	3	160403872204
1	19	A	6235 Crosswind Drive	3	3	160403872192
1	17	A	6239 Crosswind Drive	3	3	160403872170
1	18	A	6241 Crosswind Drive	3	3	160403872181
1	16	A	6245 Crosswind Drive	3	3	160403872168

1	15	A	6247 Crosswind Drive	3	3	160403872157
1	13	A	6251 Crosswind Drive	3	3	160403872135
1	14	A	6253 Crosswind Drive	3	3	160403872146
1	12	A	6257 Crosswind Drive	3	3	160403871905
1	11	A	6259 Crosswind Drive	3	3	160403871893
1	9	A	6263 Crosswind Drive	3	3	160403871871
1	10	A	6265 Crosswind Drive	3	3	160403871882
1	5	A	6270 Crosswind Drive	3	3	160403871836
1	6	A	6272 Crosswind Drive	3	3	160403871847
1	7	A	6274 Crosswind Drive	3	3	160403871858
1	8	A	6276 Crosswind Drive	3	3	160403871860
1	4	A	6280 Crosswind Drive	3	3	160403871825
1	3	A	6282 Crosswind Drive	3	3	160403871814
1	2	A	6284 Crosswind Drive	3	3	160403871803
1	1	A	6286 Crosswind Drive	3	3	160403871791
1	23	C	5851 Josiah Henson Parkway	3	3.5	160403873130
1	22	C	5853 Josiah Henson Parkway	3	3.5	160403873128
1	21	C	5855 Josiah Henson Parkway	3	3.5	160403873117
1	20	C	5859 Josiah Henson Parkway	3	3.5	160403873106
1	19	C	5861 Josiah Henson Parkway	3	3.5	160403873094
1	18	C	5863 Josiah Henson Parkway	3	3.5	160403873083
1	17	C	5865 Josiah Henson Parkway	3	3.5	160403873072
1	16	C	5869 Josiah Henson Parkway	3	3.5	160403873061
1	15	C	5871 Josiah Henson Parkway	3	3.5	160403873050
1	14	C	5873 Josiah Henson Parkway	3	3.5	160403873048
1	56	A	5911 Josiah Henson Parkway	3	3.5	160403872534
1	55	A	5913 Josiah Henson Parkway	3	3.5	160403872523
1	54	A	5915 Josiah Henson Parkway	3	3.5	160403872512
1	53	A	5919 Josiah Henson Parkway	3	3.5	160403872501
1	52	A	5921 Josiah Henson Parkway	3	3.5	160403872498
1	50	A	5927 Josiah Henson Parkway	3	3.5	160403872476
1	49	A	5929 Josiah Henson Parkway	3	3.5	160403872465
1	48	A	5931 Josiah Henson Parkway	3	3.5	160403872454
1	47	A	5935 Josiah Henson Parkway	3	3.5	160403872341
1	46	A	5937 Josiah Henson Parkway	3	3.5	160403872330
1	45	A	5939 Josiah Henson Parkway	3	3.5	160403872328
1	44	A	5941 Josiah Henson Parkway	3	3.5	160403872317
1	42	A	5947 Josiah Henson Parkway	3	3.5	160403872294
1	41	A	5949 Josiah Henson Parkway	3	3.5	160403872283
1	40	A	5953 Josiah Henson Parkway	3	3.5	160403872272
1	39	A	5955 Josiah Henson Parkway	3	3.5	160403872261
1	38	A	5957 Josiah Henson Parkway	3	3.5	160403872250

1	36	A	5963 Josiah Henson Parkway	3	3.5	160403872237
1	35	A	5965 Josiah Henson Parkway	3	3.5	160403872226
1	34	A	5967 Josiah Henson Parkway	3	3.5	160403872215
1	33	A	5971 Josiah Henson Parkway	3	3.5	160403871995
1	32	A	5973 Josiah Henson Parkway	3	3.5	160403871984
1	31	A	5975 Josiah Henson Parkway	3	3.5	160403871973
1	30	A	5979 Josiah Henson Parkway	3	3.5	160403871962
1	28	A	5983 Josiah Henson Parkway	3	3.5	160403871940
1	27	A	5987 Josiah Henson Parkway	3	3.5	160403871938
1	26	A	5989 Josiah Henson Parkway	3	3.5	160403871927
1	25	A	5991 Josiah Henson Parkway	3	3.5	160403871916
1	64	A	11900 Northpark Drive	3	3	160403872614
1	63	A	11902 Northpark Drive	3	3	160403872603
1	62	A	11904 Northpark Drive	3	3	160403872591
1	61	A	11906 Northpark Drive	3	3	160403872580
1	22	B	11959 Northpark Drive	3	2.5	Not Assigned
1	22	B	11963 Northpark Drive	3	2.5	Not Assigned
1	22	B	11967 Northpark Drive	3	2.5	Not Assigned
1	22	B	11973 Northpark Drive	3	2.5	Not Assigned
1	22	B	11977 Northpark Drive	3	2.5	Not Assigned
1	22	B	11979 Northpark Drive	3	2.5	Not Assigned
1	21	B	6012 Montrose Road	3	2.5	Not Assigned
1	21	B	6014 Montrose Road	3	2.5	Not Assigned
1	21	B	6020 Montrose Road	3	2.5	Not Assigned
1	21	B	6022 Montrose Road	3	2.5	Not Assigned
1	21	B	6026 Montrose Road	3	2.5	Not Assigned
1	21	B	6034 Montrose Road	3	2.5	Not Assigned
1	21	B	6036 Montrose Road	3	2.5	Not Assigned
1	21	B	6042 Montrose Road	3	2.5	Not Assigned
1	21	B	6044 Montrose Road	3	2.5	Not Assigned
1	21	B	6050 Montrose Road	3	2.5	Not Assigned
1	21	B	6052 Montrose Road	3	2.5	Not Assigned
1	13	B	11950 Streamline Drive	3	3.5	160403872807
1	14	B	11952 Streamline Drive	3	3.5	160403872818
1	15	B	11954 Streamline Drive	3	3.5	160403872820
1	16	B	11958 Streamline Drive	3	3.5	160403872831
1	18	B	11964 Streamline Drive	3	3.5	160403872853
1	19	B	11966 Streamline Drive	3	3.5	160403872864
1	20	B	11968 Streamline Drive	3	3.5	160403872875
1	12	B	5905 Stonehenge Place	3	3	160403872795
1	11	B	5907 Stonehenge Place	3	3	160403872784
1	10	B	5909 Stonehenge Place	3	3	160403872773



1	9	B	5913 Stonehenge Place	3	3	160403872762
1	8	B	5915 Stonehenge Place	3	3	160403872751
1	7	B	5917 Stonehenge Place	3	3	160403872740
1	6	B	5921 Stonehenge Place	3	3	160403872738
1	5	B	5923 Stonehenge Place	3	3	160403872727
1	4	B	5925 Stonehenge Place	3	3	160403872716
1	3	B	5929 Stonehenge Place	3	3	160403872705
1	2	B	5931 Stonehenge Place	3	3	160403872693
1	1	B	5933 Stonehenge Place	3	3	160403872682
1	7	C	11905 Caravelle Loop	3	3.5	160403872977
1	8	C	11907 Caravelle Loop	3	3.5	160403872988
1	9	C	11909 Caravelle Loop	3	3.5	160403872990
1	10	C	11911 Caravelle Loop	3	3.5	160403873004
1	11	C	11915 Caravelle Loop	3	3.5	160403873015
1	12	C	11917 Caravelle Loop	3	3.5	160403873026
1	13	C	11919 Caravelle Loop	3	3.5	160403873037
1	6	C	11922 Caravelle Loop	3	3	160403872966
1	5	C	11924 Caravelle Loop	3	3	160403872955
1	4	C	11926 Caravelle Loop	3	3	160403872944
1	3	C	11930 Caravelle Loop	3	3	160403872933
1	2	C	11932 Caravelle Loop	3	3	160403872922
1	1	C	11934 Caravelle Loop	3	3	160403872911

\*If the property tax identification number has not been assigned at the time this Agreement is submitted, the agreement may be executed with the understanding that the required information will be submitted to DHCA within 30 days after it is available to the Applicant.

**EXHIBIT D**

Exhibit 1 to the Declaration of Covenants  
[attached]

**Exhibit 1  
Property Description**

Subdivision or Development Name: Northpark at Montrose, Phase 1  
(Also known as: Wilgus Property)

This property was acquired by Northpark Montrose 141, LLC on July 21<sup>st</sup>, 2022.

The Deed is recorded at Book 66081 Page 302

The Record Plat is recorded in Plat Book \_\_\_\_\_ at Plat Number \_\_\_\_\_.

**LIST OF MPDUs**

<b>Lot</b>	<b>Block</b>	<b>Street Address</b>	<b>Unit No.*</b>	<b>Property Tax ID No.</b>
51	A	5923 Josiah Henson Parkway	N/A	160403872487
43	A	5945 Josiah Henson Parkway	N/A	160403872306
37	A	5959 Josiah Henson Parkway	N/A	160403872248
29	A	5981 Josiah Henson Parkway	N/A	160403871951
17	B	11960 Streamline Drive	N/A	160403872842
21	B	6010 Montrose Road	Not Assigned	Not Assigned
21	B	6016 Montrose Road	Not Assigned	Not Assigned
21	B	6018 Montrose Road	Not Assigned	Not Assigned
21	B	6024 Montrose Road	Not Assigned	Not Assigned
21	B	6028 Montrose Road	Not Assigned	Not Assigned
21	B	6032 Montrose Road	Not Assigned	Not Assigned
21	B	6038 Montrose Road	Not Assigned	Not Assigned
21	B	6040 Montrose Road	Not Assigned	Not Assigned
21	B	6046 Montrose Road	Not Assigned	Not Assigned
21	B	6048 Montrose Road	Not Assigned	Not Assigned
21	B	6054 Montrose Road	Not Assigned	Not Assigned
22	B	11957 Northpark Drive	Not Assigned	Not Assigned
22	B	11961 Northpark Drive	Not Assigned	Not Assigned
22	B	11965 Northpark Drive	Not Assigned	Not Assigned
22	B	11971 Northpark Drive	Not Assigned	Not Assigned
22	B	11975 Northpark Drive	Not Assigned	Not Assigned
22	B	11981 Northpark Drive	Not Assigned	Not Assigned

\*if applicable

**EXHIBIT F**

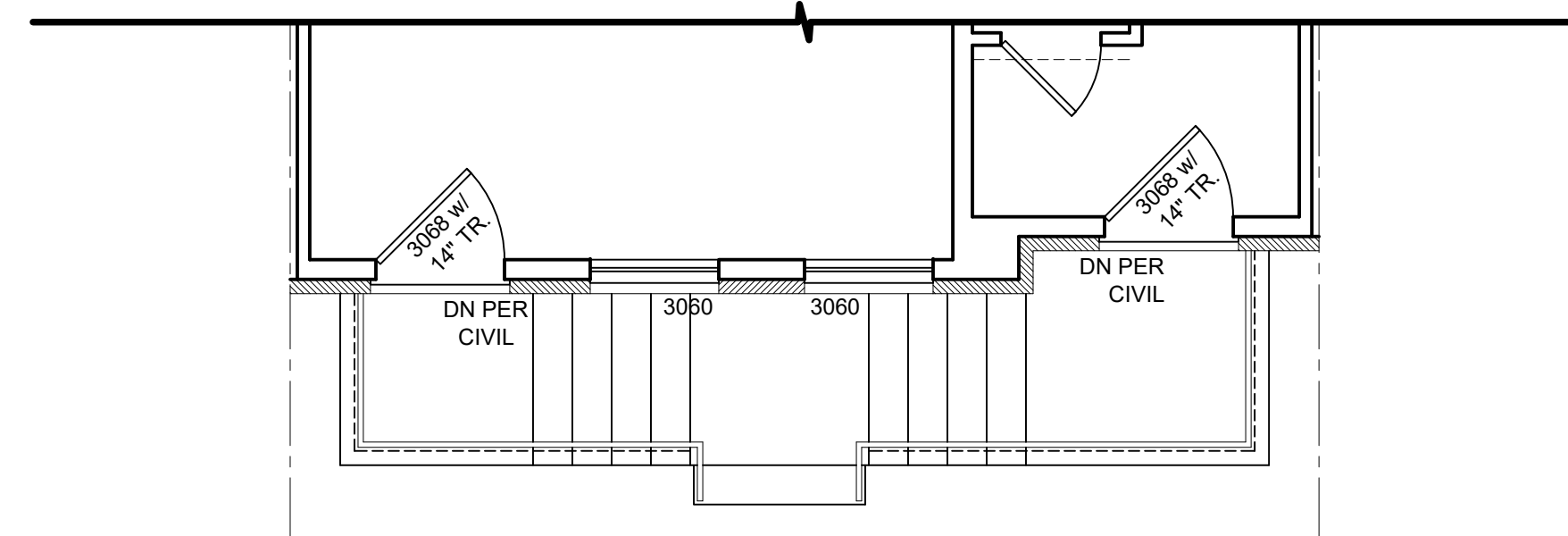
Floor Plans for Two over Two MPDUs  
[see attached]

Stair riser heights shall be 7" maximum and 4" minimum, with the riser height measured vertically between the nosings of adjacent treads. Tread depth shall have 11" minimum, measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's nosing. [IBC 1011.5 and NFPA 101-7.2.2]

The triangular openings formed by the riser, tread, and bottom element of a guardrail at the open side of a stair shall be of such size that a sphere 6" in diameter is not able to pass through the triangular opening. [IBC 1015.4 and NFPA 101-7.2.2.4.6.3]

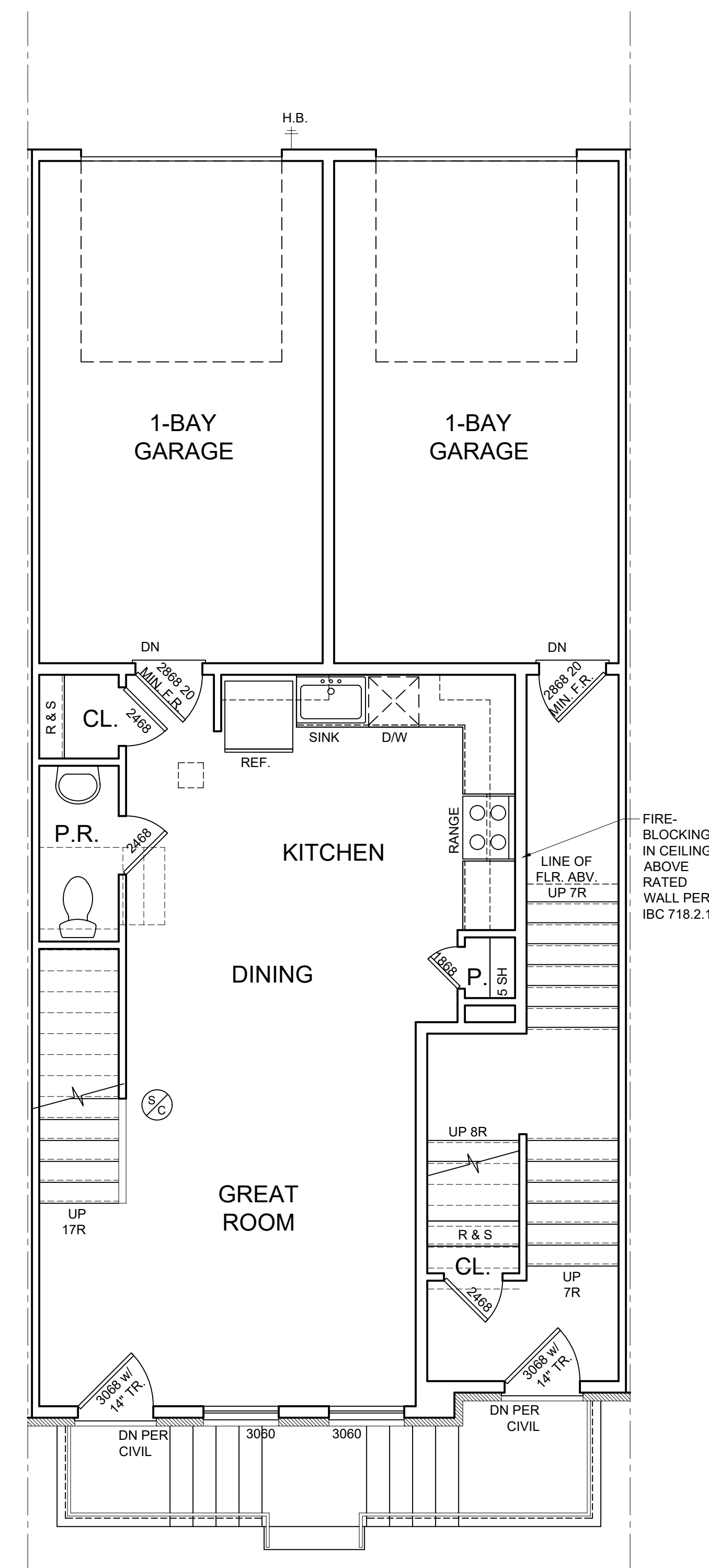
Stair treads and risers shall be of uniform size and shape. The tolerance between adjacent tread depths or riser heights shall not exceed  $\frac{1}{16}$ ". The tolerance between the largest and smallest riser height or between the largest and smallest tread depth in any flight of stairs shall not exceed  $\frac{1}{8}$ " [IBC 1011.5.4 and NFPA 101-7.2.2.3.6]

2018 IBC 718.2.1 Fireblocking Materials  
 Fireblocking shall consist of the following materials:  
 1. Two-inch (51 mm) nominal lumber.  
 2. Two thicknesses of 1-inch (25 mm) nominal lumber with broken lap joints.  
 3. One thickness of 0.719-inch (18.3 mm) wood structural panels with joints backed by 0.719-inch (18.3 mm) wood structural panels.  
 4. One thickness of 0.75-inch (19.1 mm) particleboard with joints backed by 0.75-inch (19.1 mm) particleboard.  
 5. One-half-inch (12.7 mm) gypsum board.  
 6. One-fourth-inch (6.4 mm) cement-based millboard.  
 7. Batts or blankets of mineral wool, mineral fiber or other approved materials installed in such a manner as to be securely retained in place.  
 8. Cellulose insulation installed as tested for the specific application.



29MU - PARTIAL LOWER LEVEL PLAN @ EXTERIOR STYLE 2

SCALE: 1/4"=1'-0" 2



29MU - LOWER LEVEL PLAN @ EXTERIOR STYLE 1 & 3

SCALE: 1/4"=1'-0" 1



**Architecture + Planning**

8609 Westwood Center Dr.  
 Suite 600  
 Tysons, VA 22182  
 ktgy.com  
 703.992.6116

**KTGY Project No:** 20190974.08

**Project Contact:** Kit Thackrey  
**Email:** kthackrey@ktgy.com

**Principal:** Smita Anand  
**Project Designer:** Smita Anand

**Developer**



12435 PARK POTOMAC AVENUE,  
 SUITE #600  
 POTOMAC, MD 20854  
 PHONE NO. 301.803.4800  
 FAX NO. ---

**NORTH PARK @ MONTROSE**

MONTGOMERY CO., MD  
**29MU-MPDU**  
**29BL-BELLAMY**  
 24'x50'-6" 2 OVER 2  
 INT. CONDITION (REVERSED)

No.	Date	Description
01	08.01.24	PERMIT SET

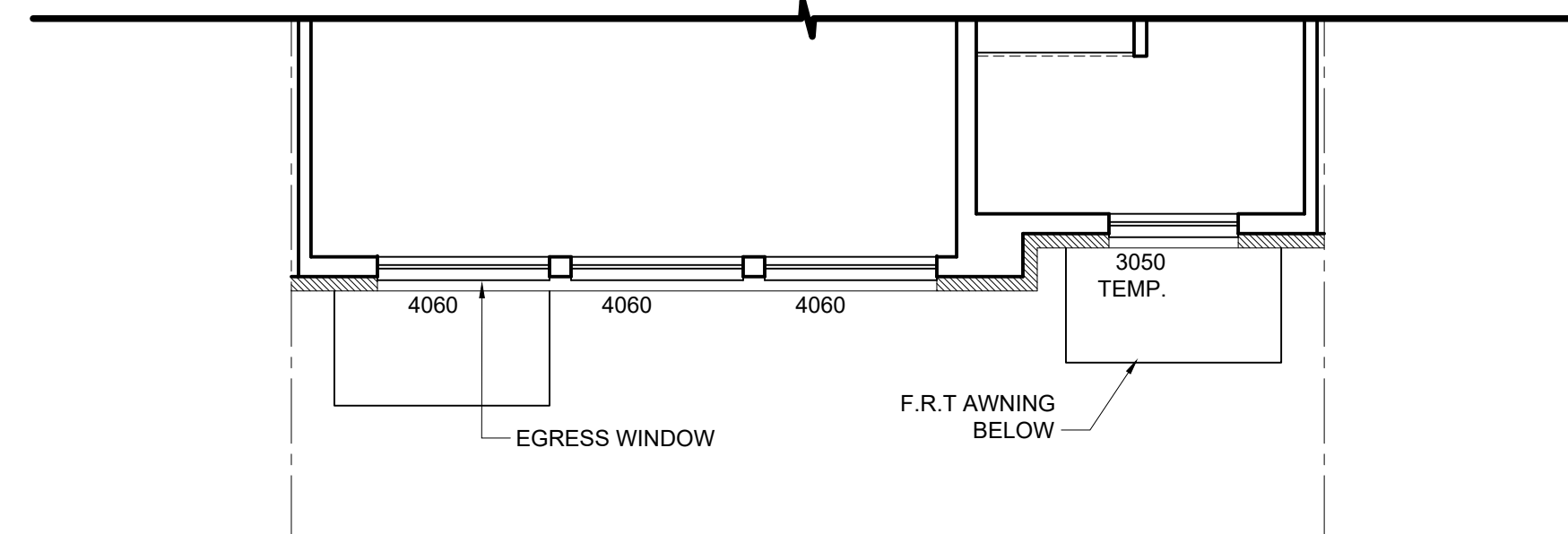
It is the client's responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor throughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or client's subcontractors proceeding with the work. The client will be responsible for any defects in construction if these procedures are not followed.

Professional certification: I certify that these documents were prepared or approved by me, and that I am a duly licensed architect under number 20023. Expiration Date: 08/11/2025.

**LOWER LEVEL PLANS**

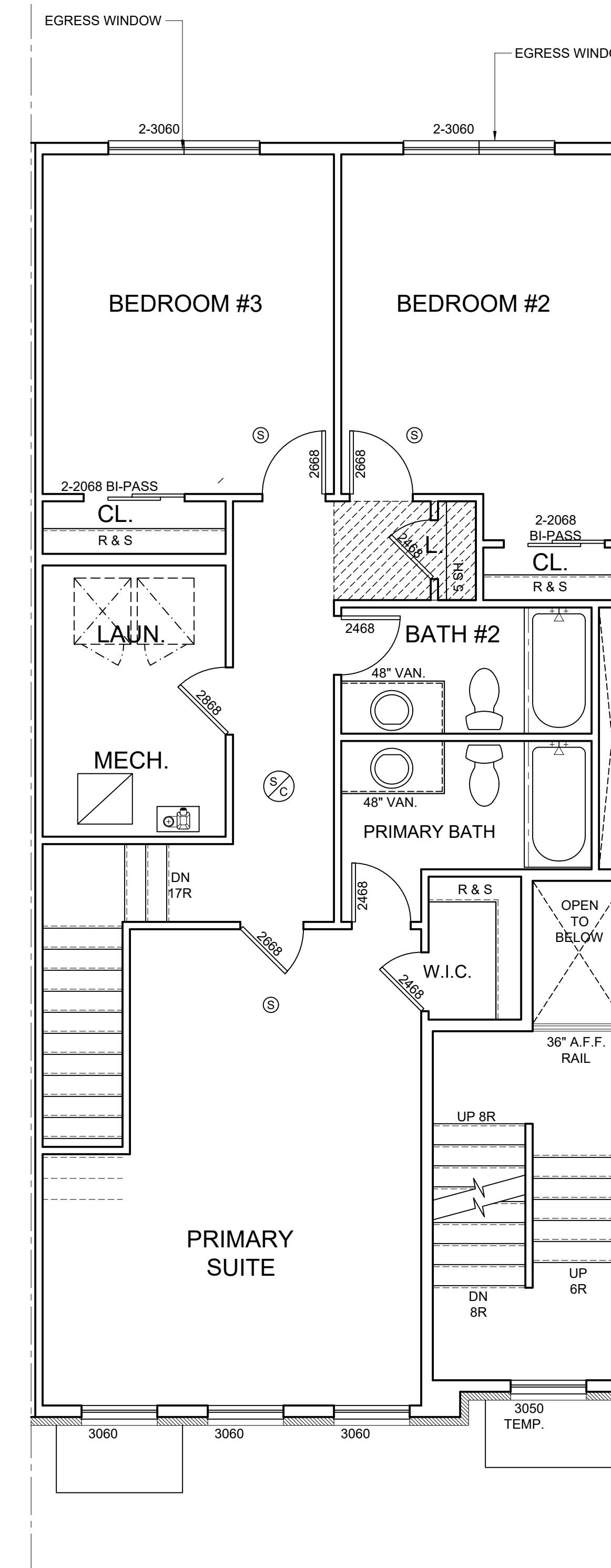
Awning covering material shall meet the fire propagation performance criteria of NFPA 701 or have a flame spread index not greater than 25 when tested in accordance with ASTM E 84 or UL 723. Test data from a nationally recognised testing laboratory (NRTL) to be provided to the field inspector. Manufacturer spec sheet or similar manufacturer generated documentation is not an acceptable form of documentation. [IBC 3105.3]

Address and suite numbers shall be visible from the street after the installation of the canopy or awning. Address and suite numbers printed on the awning cover shall be not less than 5" in height and not less than 1/2" in width. [IBC 501.2, NFPA 1-10.11.1, MCFSC, 22-97 and MCER 31-19 Sec-29]



29MU - PARTIAL FIRST FLOOR PLAN @ EXTERIOR STYLE 2

SCALE: 1/4"=1'-0" 2



29MU - FIRST FLOOR PLAN @ EXTERIOR STYLE 1 & 3

SCALE: 1/4"=1'-0" 1



Architecture + Planning

8609 Westwood Center Dr.  
Suite 600  
Tysons, VA 22182  
ktgy.com  
703.992.6116

KTGY Project No: 20190974.08

Project Contact: Kit Thackrey  
Email: kthackrey@ktgy.com

Principal: Smita Anand  
Project Designer: Smita Anand

Developer



12435 PARK POTOMAC AVENUE,  
SUITE #600  
POTOMAC, MD 20854  
PHONE NO. 301.803.4800  
FAX NO. ---

NORTHPARK @ MONTROSE

MONTGOMERY CO., MD  
29MU-MPDU  
29BL-BELLAMY  
24'x50'-6" 2 OVER 2  
INT. CONDITION (REVERSED)

No.	Date	Description
01	08.01.24	PERMIT SET

It is the clients responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor throughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or clients subcontractors proceeding with the work. The client will be responsible for any defects in construction if these procedures are not followed.

Professional registration: License No. 12498, State of Virginia. The architect and all documents were prepared or approved by me, and I am a duly licensed architect under number 20023. Expiration Date: 08/11/2025.

FIRST FLOOR PLANS