

AFFORDABLE HOUSING PROGRAM ADDENDUM

Resident(s): _____
Apartment Number: _____ Lease Term: _____

1. Explanation of the Affordable Housing Program:

Occupancy of the Apartment is limited to tenants having incomes at or below 80% of the area median income in accordance with the requirements of the Department of Housing and Community Development (DHCD) Local Initiative Program. Resident's rights are subject to the eligibility requirements under the Program. Resident must cooperate with Manager in certifying its eligibility for the Program. Continued occupancy is subject to this eligibility requirement.

2. Occupants:

Program eligibility of all occupants must be certified immediately following the addition of anyone on the lease who was not part of the household most recently certified as eligible for the affordable housing Program. If the entire household fails to recertify for Program eligibility within 15 days of any new member being added to the lease, the entire household will be non-compliant with the Affordable Housing Program and will be designated as an Affordable Housing Program ineligible tenant, and Resident's rent shall increase to the then existing market rate rent for this unit, effective upon the commencement of the new lease term. Resident will receive a notice from the Leasing Office detailing the amount of the market rate rent prior to said rent going into effect. Should Resident choose not to sign a new lease, Resident must provide the Leasing Office adequate and timely advance notice as specified in the Lease Contract.

3. Income Eligibility and Certification:

Resident has been certified as being eligible for the Program.

Manager must be immediately notified if changes to the current household status occur. This includes, but is not limited to, changes in:

- * household members,
- * income or assets,
- * full-time student status,
- * need for a live-in care attendant, and
- * federal subsidized rental assistance.

Resident must be initially certified for eligibility for the Program and annually thereafter. Upon request, Resident must complete the certification process. This includes verification of all income, asset and other eligibility information and completing a new Program Application. It is the Resident's responsibility to provide all necessary information to the Leasing Office. Occupancy is subject to continuing eligibility under the Program requirements. **A minimum of 60 days prior to the lease date anniversary**, the next annual

Resident recertification must be completed. Manager will contact the Resident 100-120 days prior to lease expiration to begin processing the necessary paperwork. It will be the responsibility of the Resident to fully cooperate and provide all necessary information to expedite this process. If Resident fails to complete the required recertification 60 days prior to Resident's lease expiration date, Resident's rent shall increase to the then existing market rate rent for this unit, effective upon the commencement of the new lease term. Resident will receive a notice from the Leasing Office detailing the amount of the market rate rent prior to said rent going into effect. Should Resident choose not to sign a new lease, Resident must provide the Leasing Office adequate and timely advance notice as specified in the Lease Contract.

4. Income Increases:

Resident's income is allowed to increase up to 140% of the current applicable income limit before the Resident becomes ineligible for the Program. If Resident's income at the time of annual eligibility determination exceeds 140% of the maximum allowable income as governed by the Program, they will continue to pay the affordable rent for the remainder of the current lease after which the Resident will have to pay market-rate rent or terminate the lease contract with proper notice. The Manager will give the Resident notification of the rent change from affordable to market-rate prior to the rent change taking effect in accordance with the Lease Contract.

5. Unit Transfers:

If Resident requests a unit transfer, the Resident must complete the initial certification process. All income, asset and other eligibility requirements will need to be reviewed for Program eligibility. All paperwork must be completed and appropriate paperwork signed prior to the transfer taking place. If Resident does not meet the initial eligibility requirements of the Program, the unit transfer will be denied.

6. Rent Increases:

Rents are tied to the Area Median Income for the local HMFA and the local Utility Allowance. Resident's rent may be increased by Manager upon Lease Renewal if there is an increase in the AMI for the relevant HMFA and/or a decrease in the local Utility Allowance for the specific utility types used at the property. Rent increases will be based on annual increases to the Area Median Income for the local HMFA as determined by the Department of Housing and Urban Development by household size as published by HUD, the terms of the executed Regulatory Agreement or successor agency and must be approved by DHCD.

7. Certification by Resident: Resident hereby

- a) certifies the accuracy of the statements made in the application and income survey;
- b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from

Manager, the Monitoring Agent or DHCD; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

- c) agrees that at such time as Manager, the Monitoring Agent or DHCD may direct, he or she will furnish to Manager certification of then current family income, with such documentation as the Manager or Monitoring Agent shall reasonably require; and agrees to such charges as the Manager or Monitoring Agent has previously approved for any facilities and/or services which may be furnished by Manager or others to such resident upon his or her request, in addition to the facilities and services, if any, included in the rentals, as amended from time to time pursuant to the Program.

Signature of Resident: _____

Signature of Manager: _____