

## LEASE ADDENDUM # 2

### MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT REGARDING TENANT INCOME AND TENANT CONTRIBUTED SERVICES AND MAINTENANCE PLAN UNDER PARTNERSHIP RENTAL HOUSING PROGRAM

THIS ADDENDUM is hereby incorporated into and hereafter is a part of the Lease by and between Tenant and Owner/Landlord for rental unit #12H (the “**Leased Unit**”) located at River Bend Court, 54 Lamont Street, Cumberland, MD 21502 (the “**Project**”).

WHEREAS, the Owner/Landlord has agreed with the Department of Housing and Community Development, a principal department of the State of Maryland or the Community Development Administration, a unit of the Division of Development Finance of the Department of Housing and Community Development (the “**Department**”), as a condition of participation in the Partnership Rental Housing Program (“**PRHP**”), to abide by the PRHP requirements regarding tenant income and the contribution of services and maintenance by tenants; and

WHEREAS, the Tenant must have an annual income within certain upper income limits established by the Department, in order to be eligible to occupy the Leased Unit; and

WHEREAS, the Owner/Landlord has adopted a plan (the “**Tenant Contributed Services and Maintenance Plan**”), which has been approved by the Department, providing for certain services to be performed by tenants to enhance or maintain the Project or the community in which the Leased Unit is located; and

WHEREAS, the Tenant must perform the services and maintenance described below pursuant to the Tenant Contributed Services and Maintenance Plan in order to be eligible to occupy the Leased Unit.

NOW, THEREFORE, it is hereby agreed and understood that the following terms and conditions apply to this Lease:

#### PART ONE TENANT'S INCOME

A. The Tenant is required to provide to the Owner, at the time of application and once a year thereafter, information necessary for the completion of the Department’s Form Owner’s Certificate of Continuing Program Compliance, or its equivalent, acceptable to the Department. This form requires the tenant to certify each year information about Tenants current income and household composition, and to provide documentation acceptable to the Department to support the information provided to the Owner as to income and household composition;

B. If at any time during the term of Tenant's occupancy of the Leased Unit, Tenant's annual income exceeds the PRHP Income Limits for Households of Lower Income as established and amended from time to time, Tenant may be required to move out of the leased unit on or before that date which is 24 months after the date of the Tenant's initial annual income certification which exceeds the PRHP Income Limits for

Households of Lower Income, unless conflicting federal requirements apply. In the event of receipt of notice of such required move, Tenant must move out of and hereby agrees to move out of the leased unit in accordance with notice to move received from either the Owner/Landlord or the Department.

**PART TWO**  
**TENANT'S CONTRIBUTED SERVICES AND MAINTENANCE PLAN**

A. Tenant is hereby required as a condition of occupying the Leased Unit to perform in a satisfactory manner certain services and maintenance (which are herein called the “**Contributed Services**”), including without limitation: [for RAD deals: voluntary] participation in a tenant's association, participation in the maintenance, upkeep or management of the Project including exterior and interior unit maintenance and community area and/or common area upkeep; participation in community activities such as recycling or neighborhood cleanups. A copy of the Owner/Landlord's specific Tenant Contributed Services and Maintenance Plan with which the Tenant must comply is attached hereto as Exhibit A.

B. The Tenant's performance of the Contributed Services will be monitored by Owner/Landlord, and the Tenant agrees to fully cooperate with such monitoring.

C. If, during the term of Tenant's occupancy of the Leased Unit, Tenant fails to perform in a satisfactory manner the Contributed Services, Tenant may be required to move out of the leased unit and, in the event of receipt of notice of such required move, Tenant must move out of, and hereby agrees to move out of, the leased unit upon the date which is the later of either (a) the expiration of the initial term of the Lease or (b) four months from the date of notice to move received from either the Owner/Landlord or the Department.

D. Notwithstanding the requirements in Paragraphs A-C above, a Tenant shall not be responsible for any of the Landlord's obligations under the lease between the Tenant and Landlord.

TENANT:

Printed Name	Signature	Date

TENANT:

Printed Name	Signature	Date

OWNER/MANAGING AGENT:

<u>Dakota Vaughn</u>		<u>July 9, 2020</u>
Printed Name	Signature	Date

Exhibits:

A - Tenant Contributed Services and Maintenance Plan