

## **AFFORDABLE HOUSING LEASE ADDENDUM**

Addendum to Lease dated , between Desert Shadows Apartment (“Owner”), whose address is 4112 Loop 306, San Angelo, TX 76904 and (Tenant), whose address is 4112 Loop 306 # , San Angelo, TX 76904 (“Lease”).

### **CERTIFICATION**

The Affordable Housing Program ("AHP") established by the former Resolution Trust Corporation ("RTC") and currently managed by the Federal Deposit Insurance Corporation ("FDIC") requires the following certification provisions to be incorporated in the Lease:

The Tenant certifies the accuracy of the information provided in connection with the examination or re-examination of his or her Annual Income (as such term is defined in the Land Use Restriction Agreement recorded against the property that is subject to the Lease) of the household of the Tenant.

The Tenant agrees that providing truthful Annual Income information and complying with other eligibility requirements shall be deemed substantial and material conditions of his or her tenancy, and that he or she will comply within seven (7) days with all requests for information with respect thereto, from the Owner, the FDIC, or the RTC's/FDIC's monitoring Agency (as defined in the Land Use Restriction Agreement). The Tenant's failure or refusal to provide accurate Information regarding such requirements either prior to entering into the Lease or upon request during the term of the Lease (regardless of whether such inaccuracy is intentional or unintentional), shall be deemed a violation of a material and substantial obligation of his or her tenancy and constitute cause for immediate termination of the Lease.

### **AMENDMENT TO LEASE**

To comply with the AHP, the following provisions shall amend the terms of the Lease:

No lien for Unpaid Sums: Notwithstanding anything to the contrary set forth in the Lease, the Owner shall not have a lien on the Tenant's property for unpaid rent or other sums, and Owner may not take, hold or sell personal property of the Tenant and his/her household members without written notice to the Tenant and an adjudication by a court of competent jurisdiction determining the rights of the parties; provided that the foregoing does not limit any rights the Owner may have under the Lease and applicable state law to dispose of the Tenant's property that is unclaimed and remaining in the unit after the Tenant has moved out.

Prohibited Provisions in the Lease. To the extent contained in the Lease (whether explicitly or implied, and regardless of the exact wording used in the Lease), the following provisions (and/or like provisions) shall be deemed struck from the Lease, or reformed to the minimal extent necessary to render such provision valid and enforceable:

- (a) An agreement by the Tenant to be sued, admit guilt, or confess a judgment in favor of the Owner in a lawsuit brought in connection with the Lease;
- (b) An agreement by the Tenant not to hold the Owner or the Owner's agents legally responsible for actions or failure to act, whether intentional or negligent;
- (c) An agreement by the Tenant that the Owner may institute a lawsuit without notice to the Tenant;
- (d) An agreement by the Tenant that the Owner may evict the Tenant or household members (i) without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or (ii) before a court decision determining the rights of the parties;
- (e) An agreement by the Tenant to waive any right to a jury trial;
- (f) An agreement by the Tenant to waive the Tenant's right to appeal or otherwise challenge a judicial decision related to the Lease; and
- (g) An agreement by the Tenant to pay attorneys' fees or other legal costs if the Tenant prevails in a judicial court proceeding instituted by the Owner against the Tenant. This provision shall not prevent the Tenant from being obligated to pay costs if the Tenant loses the court proceeding.

The Owner and the Tenant agree that this Addendum shall be part of, and incorporated into, the Lease, regardless of whether the Lease specifically refers to this Addendum. In the event of a conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control. The Terms of this Addendum must be a part of the Lease and may not be waived or modified by the parties to the detriment of the Tenant.

**The foregoing is hereby agreed to by:**

TENANT SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

Print name of person signing \_\_\_\_\_

TENANT SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

Print name of person signing \_\_\_\_\_

OWNER SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

Print name and Title of person signing: Kim Beavers Leasing Agent, or designee.