

**ADDENDUM TO LEASE**

Apartment Number \_\_\_\_\_

Landlord \_\_\_\_\_

Tenant(s) \_\_\_\_\_

Date \_\_\_\_\_

The following provisions shall be incorporated into and made a part of the Lease of even date herewith between Landlord and Tenant and shall control over any inconsistent provisions therein.

1. Eligibility. Tenant hereby acknowledges that Tenant's family income and composition and other matters relating to Tenant's eligibility for occupancy of the Apartment are material to this Lease. Prior to execution of this Lease, Tenant provided Landlord with certain information, documents and certifications with respect to Tenant's eligibility for occupancy of the Apartment. Tenant hereby warrants and confirms that such information, documents and certifications are in all respects true, accurate and complete as of the date hereof. Tenant agrees to comply with all requests hereafter made by the Landlord or the Virginia Housing Development Authority ("the Authority") for information, documents, and certifications concerning Tenant's eligibility for occupancy of the Apartment. Such requests may be made annually (and shall be made no less frequently than every three years) and at such other times as Landlord or the Authority may require. Tenant shall furnish all such information, documents and certifications requested by Landlord or the Authority on or before the date specified in such request, which date shall not be earlier than ten (10) days from the date of receipt by Tenant of such request. Such information, documents and certifications shall in all respects be true, accurate and complete.

Any failure by Tenant to comply with any such request in accordance with the terms of this Paragraph or any falsification, misstatement or misrepresentation by Tenant of any information relating to Tenant's eligibility for occupancy of the Apartment shall be deemed a substantial and material violation of this Lease. Furthermore, in the case of any such violation of this Lease, Landlord may (subject to the prior approval of the Authority and in lieu of exercising its rights or remedies arising under this Lease as a result of such violation) determine that Tenant shall no longer be eligible for occupancy of the Apartment and shall be subject to the provisions set forth below relating to ineligibility.

2. Ineligibility. In the event that (a) at the time of any determination by Landlord as to Tenant's eligibility for occupancy of the Apartment, Tenant's adjusted family income shall exceed the maximum limit then established by the Authority for initial occupancy of the Apartment or (b) Tenant is otherwise determined not to be eligible for occupancy of the Apartment in accordance with criteria then established by the Authority or in accordance with the provisions hereof, this Lease shall remain in full force and effect unless otherwise terminated pursuant to any of the provisions of this Lease; provided, however, that commencing on the first day of the month after Tenant becomes ineligible, Tenant shall pay a surcharge on the rent in the amount set forth in such schedule as shall be prescribed by the Authority; provided, further, that the amount of such surcharge imposed by the Authority shall not cause the rent (including such surcharge) to exceed the limitation imposed by Section 42 of the Internal Revenue Code, if applicable. In the event that such a surcharge is imposed, Tenant shall have the right to terminate this Lease either (a) on the first day of the month in which such surcharge is to commence or (b), upon at least thirty (30) days prior written notice to the Landlord, on the first day of the next succeeding month. For the purposes of this Lease, any such surcharge shall be deemed to be rent and shall be subject to all of the provisions hereof relating to rent. Tenant shall be obligated to pay such surcharge on the first day of each month for such period of time as Tenant shall remain ineligible for occupancy.

3. Assign or Sublease. Tenant may not, without the prior written consent of the Landlord, assign this Lease or sublet the Apartment or any part thereof or give accommodation to any roomer, lodger or other person not herein set forth, nor permit the use of the Apartment for any purposes other than as a private dwelling solely for the use of Tenant and Tenant's family consisting of the following named persons:

\_\_\_\_\_.

4. Rights of the Authority. It is understood and agreed by Landlord and Tenant that the Authority shall have the right (but shall not be obligated) to exercise any and all of the rights of Landlord under this Lease in the event of a breach or violation by Tenant of any of the provisions hereof.

In Witness Whereof, the parties hereto have executed these presents the day and year first above written:

TENANT(s)  
\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)

LANDLORD  
By \_\_\_\_\_(SEAL)  
By \_\_\_\_\_(SEAL)