

TEMPLATE

WHEN RECORDED, RETURN TO
Arizona Department of Housing
Attn: Rental Program Administrator
1110 W. Washington, Suite 280
Phoenix, AZ 85007

AMENDMENT TO DECLARATION OF AFFIRMATIVE LAND USE AND RESTRICTIVE COVENANTS AGREEMENT

This Amendment to Declaration of Affirmative Land Use and Restrictive Covenants Agreement ("Amendment"), dated this ____ day of _____, ____ by and between [Name of Owner], a(n) [Domicile State] [Type of Legal Entity] whose address is [Street Address, City, State Zip] and its successors and assigns (the "Owner") and the State of Arizona, Arizona Department of Housing, a constituent department and an agency of the State of Arizona, together with any successor and/or assignees to its rights, duties and obligations (the "Department").

RECITALS

- A. The Department has been designated as the housing credit agency for the State of Arizona for allocation of tax credits under the Low Income Housing Tax Credit Program. *See* A.R.S. §§ 41-3901 *et seq.*, and 35-728(B) and (E);
- B. The Owner is or shall be the owner or lessee of a residential rental housing project located on lands within the City of [City], County of [County], State of Arizona, the legal description of which is more particularly set forth in Exhibit A and is known as [Project Name] (herein the "Project");
- C. The Owner [s predecessor in interest, [Name of Prior Owner], a(n) [Domicile State] [Type of Legal Entity] ("Prior Owner")] applied to the Department for an allocation of Tax Credits to the Project; and the Department relied on the representations made in the [Prior] Owner's application for Tax Credits, and that are required to be made in the submittal for [the Ten-Percent Cost Test, and submittal for] Final Allocation of Tax Credits, including any documents, materials, reports, appraisals or studies, provided by [Prior] Owner in support of the [Prior] Owner's application and qualification for Tax Credits;
- D. Section 42(h)(6) of the Code conditions a taxpayer's claim for tax credits upon execution and recordation of an Extended Low-Income Housing Commitment that binds the owner and the Project to operation and use consistent with the program requirements described in Section 42 of the Code and the Qualified Allocation Plan ("QAP") for a period of not less than the thirty (30) year Extended Use Period;
- E. Based upon the [Prior] Owner's representations, the Department agreed to allocate Tax Credits to the Project, provided that the [Prior] Owner and the Department entered into that certain Declaration of Affirmative Land Use and Restrictive Covenants Agreement, dated

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_____, _____ and recorded in the Official Records of the [County] County Recorder as Instrument Number _____ (the "LURA") [, as assigned to the Owner by Prior Owner pursuant to that certain Assignment and Assumption of Declaration of Affirmative Land Use and Restrictive Covenants Agreement entered into by Owner, Prior Owner and the Department, dated _____, ____ (collectively, the "LURA")], agree to abide by requirements of the Tax Credit program as described by the Code, the QAP, and relevant Department Guidance, and the direction of the Department to enforce the same including but not limited to the affordability requirements, occupancy restrictions, project characteristics, and suitability of the units for occupancy;

F. The [Prior] Owner has submitted to the Department a Qualified Contract Application, dated _____, ____ for the purposes of terminating the LURA, removing the affordability restrictions thereunder and converting the Project to a market rate multifamily housing complex. In order to protect the low-income residents, preserve the affordability of the Project and prevent the conversion of the Project to market rate housing the Department has agreed to amend the LURA as set forth herein;

G. The Owner, under the terms of the LURA as amended by the Amendment, intends, declares, acknowledges, and covenants for itself, its successors and assigns that the warranties, covenants, obligations, and duties set forth herein, are covenants running with the Project for the term stated herein and are binding upon all subsequent owners of the Project for such term.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth, and of all other valuable consideration, the Owner and the Department agree as follows:

1. Incorporation. The above recitals are incorporated herein as a substantive portion of this Amendment.
2. Effective Date. This Amendment shall be effective as of [*Qualified Contract Process End Date*].
3. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meanings provided to such capitalized terms in the LURA. From and after the date of this Amendment, references to the Agreement shall refer to the LURA as modified by this Amendment.
4. Occupancy Restrictions. Attachment II of the LURA is hereby deleted in its entirety and amended and replaced by the updated Attachment II, attached hereto as Exhibit B.
5. Indemnification. The following new Paragraph ___ is hereby added to the LURA:

"Indemnification. The Owner hereby agrees to indemnify, defend and hold harmless the Department from and against any and all claims, damages, demands, losses,

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liabilities, actions, lawsuits and other proceedings, judgments, fines, assessments, penalties, awards, costs and expenses (including reasonable attorneys' fees), as incurred by the Department, brought or asserted by any party and arising solely out of this Agreement (collectively, "Losses"). The provisions of this Paragraph ___ shall survive termination or expiration of this Agreement with respect to any Losses incurred prior to the effective date of such termination or expiration.

- (a) The Department shall promptly notify the Owner of any Losses for which indemnity is sought; provided, however, that the failure to give such notice will not relieve the Owner of any liability that it may have to the Department, except and only to the extent that the defense of the Owner in any such proceeding was materially prejudiced by the Department's failure to give such prompt notice. With respect to any Losses of which the Owner is so notified, the Owner shall assume the defense thereof at its own expense through counsel reasonably acceptable to Department. After the Owner so assumes such defense, the Owner shall not be liable to the Department for any attorney fees subsequently incurred by the Department for so long as the Owner maintains such defense, unless: (a) the engagement of separate counsel by the Department has been authorized by the Owner, or (b) counsel to the Department shall have reasonably concluded that there would be a conflict of interest or position on any significant issue between the Owner and the Department in the conduct of such defense, in each of which cases the fees and expenses of counsel for the Department shall be at the expense of the Owner.
- (b) To the extent the Department receives or becomes entitled to any payments from an insurance carrier, or other payments or benefits in respect of any Losses, the Owner's liability in respect thereof shall be correspondingly reduced by such amount, net of costs of collection.
- (c) In the event of a default by the Owner under this Paragraph ___, the Owner agrees to pay to Department on demand all costs and expenses incurred by Department in seeking to enforce any of its rights and remedies under this Paragraph ___, including court costs, costs of alternative dispute resolution and reasonable attorneys' fees if the Department prevails on such claims upon final resolution by the arbitrator in favor of the Department.
- (d) The Owner will pay, in advance of final disposition (including all appeals) promptly upon request by the Department, all out of pocket expenses incurred by the Department in defending any litigation, action, suit, claim, proceeding (at law or in equity) or investigation involving a claim for which the Department may be entitled to indemnification under this Paragraph ___."

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6. Impairment of the LURA. The terms of the LURA shall continue in full force except as expressly modified herein. Conflicts between this Amendment and the LURA shall be resolved in favor of this Amendment.

7. Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

8. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

To the Department: Arizona Department of Housing
1110 West Washington Street, Suite 280
Phoenix, AZ 85007
Attention: Asset Manager

To the Owner: [Owner Name]
[Street Address]
[City, State Zip]
Attention: _____

The Department, and the Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices; certificates or other communications shall be sent.

9. Counterpart Copies. This Amendment may be executed in any number of counterpart copies, all of which shall have the same force and effect as if all parties hereto had executed a single copy hereof. Signatures sent by facsimile or e-mail shall constitute originals.

10. Entire Agreement. Except as specifically modified by this Amendment, no other amendments or modifications to the LURA are made or intended hereby, and the LURA, as amended by this Amendment, is hereby ratified and confirmed by the parties hereto and shall be and remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective duly authorized representatives, as of the day and year first above written.

OWNER:

[NAME OF BORROWER],
a [Domicile State] [Type of Legal Entity]

By: _____
Its: _____

By: _____
[Name]
Its: _____

DEPARTMENT:

STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING,
a constituent department and an agency of the State of Arizona

By: _____
Carol L. Ditmore, Director
or Reginald H. Givens, Deputy Director
or Ruby Dhillon-Williams, Assistant Deputy Director/Housing & Community Development

[ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE]

EXHIBIT A

LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION FROM TITLE COMMITMENT]

DRAFT

EXHIBIT B

ATTACHMENT II

OCCUPANCY RESTRICTIONS AND PROJECT UNIT CHARACTERISTICS

This Attachment describes the specific affordability requirements and occupancy restrictions for the Project required by the Code and the project characteristics as described and represented to the Department by the Owner in the Owner's application for Tax Credits, and that are required to be made in the submittal for [the Ten-Percent Cost Test, and submittal for] Final Allocation of Tax Credits, including any documents, materials, reports, appraisals or studies, provided by Owner in support of the Owner's application and qualification for Tax Credits. These affordability requirements and occupancy restrictions must be satisfied by no later than the close of the first year of the credit period. See I.R.C. § 42(f)(1).

The Owner covenants that for the term of this Agreement, the Project shall be used as a multifamily rental project and be operated in accordance with affordability requirements and occupancy restrictions set forth in this **Attachment II**, Occupancy Restrictions and Project Unit Characteristics, which is incorporated and made part of this Agreement.

1. Extended Use Period.

- a) Termination Date for Extended Use Period: [*LURA Termination Date*].
- b) The termination of the Extended Use Period pursuant to subparagraph ___ of this Agreement shall not be construed to permit before the close of the three-year period following such termination:
 - i) The eviction or termination of tenancy (other than for good cause) of an existing tenant of any Low Income Unit, or
 - ii) Any increase in the gross rent with respect to such Low Income Unit not otherwise permitted by Section 42 of the Code.

2. Minimum Set-aside Requirements. Consistent with Section 42(g)(1) of the Code, the Project shall meet the requirements of a "qualified low-income housing project" in that, subject to the election of the Owner:

[Select appropriate set-aside election:

- i) 20% or more of the residential units in such project are both rent-restricted and occupied by individuals whose income is 50% or less of area median gross income;
or

- ii) 40% or more of the residential units in such project are both rent-restricted and occupied by individuals whose income is 60% or less of area median gross income; or
- iii) 40% or more of the residential units in such project are both rent-restricted and occupied by individuals whose income does not exceed 20%, 30%, 40%, 50%, 60% 70% or 80% of area median gross income so long as the average of the incomes designated for such units does not exceed an average of 60% of area median gross income. *[insert this paragraph for 2019 9% LIHTC transactions]*

3. Occupancy Restrictions for Low-Income Tenants.

- a) State Preference Occupancy Restrictions. Pursuant to the commitments made in the application submitted for the Project, the following occupancy restrictions must be satisfied for the Project not later than the close of the first year of the credit period for such Project. With respect to determining income and qualifying tenants for the State preference categories listed below, the Department will utilize the federal requirements and procedures applied in determining compliance with the "20/50" and "40/60" tests, e.g., the 140% rule and the Available Unit rule, provided however, the Available Unit rule for State preferences may be applied Project wide and is not restricted to each building. For purposes of this Attachment II, income shall mean household income.
 - i) At least [Original Number of Units ()] State Preference Residential Rental Units in the Project shall be occupied (or treated as occupied as provided herein) by individuals or families whose income is 20% or less of the area median gross income as determined in accordance with the Code (said tenants to be referred to herein, collectively, as "20% AMGI low-income tenants"). The determination of whether an individual or family is a 20% AMGI low-income tenant shall be made at least annually on the basis of the current certified income of such 20% AMGI low-income tenant(s) and the current year applicable income limit. Any State Preference Residential Rental Unit occupied by an individual or family who is a 20% AMGI low-income tenant at the commencement of occupancy shall continue to be treated as if occupied by a 20% AMGI low-income tenant so long as the qualifying tenant's income does not increase above 140% of the current year applicable income limit. For each qualifying tenant whose income subsequently exceeds 140% of the current year applicable income limit, such qualifying tenant's State Preference Residential Rental Unit will continue to be treated as if occupied by a 20% AMGI low-income tenant so long as during the period of noncompliance each available State Preference Residential Rental Unit of a comparable or smaller size is rented to a tenant who is a 20% AMGI low-income tenant. Once the percentage of State Preference Residential Rental Units in the Project (excluding the over-income units) equals the percentage of State Preference Residential Rental Units which are required to be rented pursuant to this agreement to 20% AMGI low-income tenants, failure to maintain the over-income units as low-income units has no significance.

ii) In addition to any set-asides stated above, at least [Original Number of Units ()] State Preference Residential Rental Units in the Project shall be occupied (or treated as occupied as provided herein) by individuals or families whose income is 30% or less of the area median gross income as determined in accordance with the Code (said tenants to be referred to herein, collectively, as "30% AMGI low-income tenants"). The determination of whether an individual or family is a 30% AMGI low-income tenant shall be made at least annually on the basis of the current certified income of such 30% AMGI low-income tenant(s) and the current year applicable income limit. Any State Preference Residential Rental Unit occupied by an individual or family who is a 30% AMGI low-income tenant at the commencement of occupancy shall continue to be treated as if occupied by a 30% AMGI low-income tenant so long as the qualifying tenant's income does not increase above 140% of the current year applicable income limit. For each qualifying tenant whose income subsequently exceeds 140% of the current year applicable income limit, such qualifying tenant's State Preference Residential Rental Unit will continue to be treated as if occupied by a 30% AMGI low-income tenant so long during the period of noncompliance each available State Preference Residential Rental Unit of a comparable or smaller size is rented to a tenant who is a 30% AMGI low-income tenant. Once the percentage of State Preference Residential Rental Units in the Project (excluding the over-income units) equals the percentage of State Preference Residential Rental Units which are required to be rented pursuant to this agreement to 30% AMGI low-income tenants, failure to maintain the over-income units as low-income units has no significance.

iii) In addition to any set-asides stated above, at least [Original Number of Units ()] State Preference Residential Rental Units in the Project shall be occupied (or treated as occupied as provided herein) by individuals or families whose income is 40% or less of the area median gross income as determined in accordance with the Code (said tenants to be referred to herein, collectively, as "40% AMGI low-income tenants"). The determination of whether an individual or family is a 40% AMGI low-income tenant shall be made at least annually on the basis of the current certified income of such 40% AMGI low-income tenant(s) and the current year applicable income limit. Any State Preference Residential Rental Unit occupied by an individual or family who is a 40% AMGI low-income tenant at the commencement of occupancy shall continue to be treated as if occupied by a 40% AMGI low-income tenant so long as the qualifying tenant's income does not increase above 140% of the current year applicable income limit. For each qualifying tenant whose income subsequently exceeds 140% of the current year applicable income limit, such qualifying tenant's State Preference Residential Rental Unit will continue to be treated as if occupied by a 40% AMGI low-income tenant so long as during the period of noncompliance each available State Preference Residential Rental Unit of a comparable or smaller size is rented to a tenant who is a 40% AMGI low-income tenant. Once the percentage of State Preference Residential Rental Units in the

project (excluding the over-income units) equals the percentage of State Preference Residential Rental Units which are required to be rented pursuant to this agreement to 40% AMGI low-income tenants, failure to maintain the over-income units as low-income units has no significance.

iv) In addition to any set-asides stated above, at least [Original Number of Units ()] State Preference Residential Rental Units in the Project shall be occupied (or treated as occupied as provided herein) by individuals or families whose income is 50% or less of the area median gross income as determined in accordance with the Code (said tenants to be referred to herein, collectively, as "50% AMGI low-income tenants"). The determination of whether an individual or family is a 50% AMGI low-income tenant shall be made at least annually on the basis of the current certified income of such 50% AMGI low-income tenant(s) and the current year applicable income limit. Any State Preference Residential Rental Unit occupied by an individual or family who is a 50% AMGI low-income tenant at the commencement of occupancy shall continue to be treated as if occupied by a 50% AMGI low-income tenant so long as the qualifying tenant's income does not increase above 140% of the current year applicable income limit. For each qualifying tenant whose income subsequently exceeds 140% of the current year applicable income limit, such qualifying tenant's State Preference Residential Rental Unit will continue to be treated as if occupied by a 50% AMGI low-income tenant so long as during the period of noncompliance each available State Preference Residential Rental Unit of a comparable or smaller size is rented to a tenant who is a 50% AMGI low-income tenant. Once the percentage of State Preference Residential Rental Units in the Project (excluding the over-income units) equals the percentage of State Preference Residential Rental Units which are required to be rented pursuant to this agreement to 50% AMGI low-income tenants, failure to maintain the over-income units as low-income units has no significance.

v) In addition to any set-asides stated above, at least [Original Number of Units ()] State Preference Residential Rental Units in the Project shall be occupied (or treated as occupied as provided herein) by individuals or families whose income is 60% or less of the area median gross income as determined in accordance with the Code (said tenants to be referred to herein, collectively, as "60% AMGI low-income tenants"). The determination of whether an individual or family is a 60% AMGI low-income tenant shall be made at least annually on the basis of the current certified income of such 60% AMGI low-income tenant(s) and the current year applicable income limit. Any State Preference Residential Rental Unit occupied by an individual or family who is a 60% AMGI low-income tenant at the commencement of occupancy shall continue to be treated as if occupied by a 60% AMGI low-income tenant so long as the qualifying tenant's income does not increase above 140% of the current year applicable income limit. For each qualifying tenant whose income subsequently exceeds 140% of the current year applicable income limit, such qualifying tenant's State Preference Residential Rental Unit will continue to be

treated as if occupied by a 60% AMGI low-income tenant so long as during the period of noncompliance each available State Preference Residential Rental Unit of a comparable or smaller size is rented to a tenant who is a 60% AMGI low-income tenant. Once the percentage of State Preference Residential Rental Units in the Project (excluding the over-income units) equals the percentage of State Preference Residential Rental Units which are required to be rented pursuant to this agreement to 60% AMGI low-income tenants, failure to maintain the over-income units as low-income units has no significance.

vi) Notwithstanding any provision to the contrary stated in this Agreement, during the Extended Use Period should any State Preference Residential Rental Units in the Project subject to the restrictions of subsections [(i), (ii), (iii) or (iv)] of this Section 3(a) become vacant, then for the remainder of the Extended Use Period thereafter, such vacated State Preference Residential Rental Units in the Project shall be occupied (or treated as occupied as provided herein) by a [____]% AMGI low-income tenant in accordance with subsection [(v)] of this Section 3(a). However, nothing in this Section 3(a) shall be construed to permit prior to the termination of the Extended Use Period:

- (1) The adjustment of the State Preference Occupancy Restrictions applicable to any existing tenants of any Low Income Unit;
- (2) The eviction or termination of the tenancy (except than for good cause) of any existing tenant of any Low Income Unit; or
- (3) Any increase in the gross rent with respect to such Low Income Unit not otherwise permitted by Section 42 of the Code.

b) Federal Law Occupancy Restrictions. Pursuant to the requirements of Federal Law and commitments made in the application submitted for the Project, the following federal occupancy restrictions must be satisfied for each building the Project not later than the close of the first year of the credit period for such building within the Project, as determined pursuant to Section 42(g)(1) of the Code. With respect to determining income and qualifying tenants, the Department will utilize the federal requirements and procedures applied in determining compliance with the "20/50" and "40/60" tests, e.g., the 140% rule and the Available Unit rule. For purposes of Attachment II, income shall mean household income.

i) In addition to any set-asides stated above, at least [Original Number of Units ()] Low-Income Residential Rental Units in each participating building of the Project shall be occupied (or treated as occupied as provided herein) by individuals or families whose income is 50% or less of the area median gross income as determined in accordance with the Code (said tenants to be referred to herein, collectively, as "50% AMGI low-income tenants"). The determination of whether an individual or

family is a 50% AMGI low-income tenant shall be made at least annually on the basis of the current certified income of such 50% AMGI low-income tenant(s) and the initial applicable income limit. Any Low-Income Residential Rental Unit occupied by an individual or family who is a 50% AMGI low-income tenant at the commencement of occupancy shall continue to be treated as if occupied by a 50% AMGI low-income tenant so long as the qualifying tenant's income does not increase above 140% of the initial applicable income limit. For each qualifying tenant whose income subsequently exceeds 140% of the initial applicable income limit, such qualifying tenant's Low-Income Residential Rental Unit will continue to be treated as if occupied by a 50% AMGI low-income tenant so long as during the period of noncompliance each available Low-Income Residential Rental Unit of a comparable or smaller size is rented to a tenant who is a 50% AMGI low-income tenant. Once the percentage of Low-Income Residential Rental Units in each building of the Project (excluding the over-income units) equals the percentage of Low-Income Residential Rental Units which are required to be rented pursuant to this agreement to 50% AMGI low-income tenants, failure to maintain the over-income units as low-income units has no significance.

- ii) In addition to any set-asides stated above, all the remaining Low-Income Residential Rental Units (i.e., [*Original Number of Units* ()] units in the event there is a unit occupied by a manager of the Project, otherwise [*Original Number of Units* ()] units) in each participating building of the Project shall be occupied (or treated as occupied as provided herein) by individuals or families whose income is 60% or less of the area median gross income as determined in accordance with the Code (said tenants to be referred to herein, collectively, as "60% AMGI low-income tenants"). The determination of whether an individual or family is a 60% AMGI low-income tenant shall be made at least annually on the basis of the current certified income of such 60% AMGI low-income tenant(s) and the initial applicable income limit. Any Low-Income Residential Rental Unit occupied by an individual or family who is a 60% AMGI low-income tenant at the commencement of occupancy shall continue to be treated as if occupied by a 60% AMGI low-income tenant so long as the qualifying tenant's income does not increase above 140% of the initial applicable income limit. For each qualifying tenant whose income subsequently exceeds 140% of the initial applicable income limit, such qualifying tenant's Low-Income Residential Rental Unit will continue to be treated as if occupied by a 60% AMGI low-income tenant so long as during the period of noncompliance each available Low-Income Residential Rental Unit of a comparable or smaller size is rented to a tenant who is a 60% AMGI low-income tenant. Once the percentage of Low-Income Residential Rental Units in each building of the Project (excluding the over-income units) equals the percentage of Low-Income Residential Rental Units which are required to be rented pursuant to this agreement to 60% AMGI low-income tenants, failure to maintain the over-income units as low-income units has no significance.

- c) Over-income units may be converted to market rate units without violating the Available Unit Rule if there are enough Residential Rental Units such that the over-income units are not needed to meet the total low-income units for which the total credit for the building are based.
- d) As a condition to occupancy, each person who is intended to be a low-income Tenant shall be required to sign and deliver to the Owner a Resident Certification Form in the form of Exhibit E of the Compliance Manual. In addition, such person shall be required to provide whatever other information, documentation or certifications deemed necessary by the Department to substantiate the income certification.
- e) The form of lease to be utilized by the Owner in renting any Residential Rental Units in the Project to any person who is intended to be a low-income tenant shall provide for immediate termination of the lease and eviction in accordance with Arizona Revised Statutes for failure to qualify as a low-income tenant as a result of any material misrepresentation made by such person with respect to the income certification, or any material misrepresentation made in conjunction with execution of the lease or the failure by such tenant to execute an income certification at least annually.
- f) Income certifications shall be maintained on file at the Project with respect to each low-income tenant who resides in a Low Income Unit or resided therein during the immediately preceding calendar year, and the Owner will, promptly upon receipt, file a copy thereof with the Department if so requested by the Department.
- g) At least [Original Percentage of Units ()]% of the Low Income Residential Rental Units of the Project shall be occupied (or treated as occupied) by individuals or individuals or families, where at least one member of the individual or family meets one or more of the following criteria (enter number of Residential Rental Units after each):
 - i) Homeless persons or families, ([Original Number of Units ()]) Residential Rental Units).
 - ii) Seriously Mentally Ill Persons, i.e., adults whose emotional or behavioral functioning is so impaired as to interfere with their capacity to remain in the community without supportive treatment. The mental impairment is severe and persistent and may result in a limitation of their functional capacities for primary activities of daily living, interpersonal relationships, homemaking, self-care, employment or recreation. The mental impairment may limit their ability to seek or receive local, state or federal assistance such as housing, medical and dental care, rehabilitation services, income assistance, or protective services ([Original Number of Units ()])Residential Rental Units).
 - iii) Seriously Emotionally Disturbed, i.e., persons between birth and age 18 who currently or at any time during the past year have had a diagnosable mental, behavioral, or emotional disorder that resulted in a functional impairment which

- substantially interferes with or limits the person's role or functioning in family, school, or community activities. Seriously emotionally disturbed persons are to be certified by a referral agency recognized by the Department. ([Original Number of Units ()] Residential Rental Units).
- iv) Developmentally Disabled Persons suffering from a severe, chronic condition attributable to a physical or mental impairment manifesting itself before the age of 22 and likely to continue indefinitely. Developmentally Disabled Persons are to be certified by a referral agency recognized by the Department. ([Original Number of Units ()] Residential Rental Units).
 - v) Victims of AIDS/HIV, as certified by a licensed M.D. ([Original Number of Units ()] Residential Rental Units).
 - vi) Victims of domestic violence, as certified by referral agency recognized by the Department ([Original Number of Units ()] Residential Rental Units).
 - vii) Victims of chronic substance abuse, as certified by a referral agency recognized by the Department ([Original Number of Units ()] Residential Rental Units).
- h) At least [Original Percentage of Units ()] % of the Residential Rental Units of the Project shall be occupied (or treated as occupied) by individuals or families, where at least one individual in each unit will be 55 years of age or older.
4. Management Units. The Owner acknowledges that the Project will contain [Number of Units ()] residential units, of which [Number of Units ()] are management units included in the common area, leaving [Number of Units ()] rent-commanding units. Of the [Number of Units ()] rent-commanding units, [Number of Units ()] units are to be rented at market rates and [Number of Units ()] units at restricted, low-income rents.
5. Project Characteristics.
- a) Amenities and Design Features: The Owner acknowledges that the following amenities and design features will be included in the Project upon completion of construction:
 - i) Agreed upon Amenities for the project will be as follows: *[Insert Original List of Amenities, plus any updates]*.
 - ii) Agreed upon Design Features specifically installed in the project include: *[Insert Original List of Design Features, plus any updates]*.