

**ADDENDUM NUMBER ONE
LOW INCOME HOUSING TAX CREDIT PROGRAM
HOME INVESTMENT PARTNERSHIP PROGRAM**

1. **PROGRAM** – This apartment community (AVERY LAKE LP DBA/AVERY LAKE APARTMENTS) utilizes the Low Income Housing Tax Credit (LIHTC) program, which makes it subject to the regulations contained in Section 42 of the Internal Revenue Service (IRS) Code of 1986 and the HOME Investment Partnership (HOME) program. All Applicants must be eligible under the LIHTC and HOME program requirements. All Residents must remain eligible under the LIHTC and HOME program requirements.
2. **ELIGIBILITY** – Eligibility will be determined on the LIHTC CERTIFICATION form, which is executed at initial occupancy, and upon each anniversary date of the original lease. The Resident agrees to provide all information pertaining to income, assets and household composition promptly when requested by the Owner.
3. **INELIGIBLE STATUS** – Based upon the current LIHTC CERTIFICATION, should the Resident be ineligible under the LIHTC or HOME guidelines, the Resident agrees to vacate the premises within thirty (30) days after receiving notification of ineligible status.
4. **MAXIMUM RENT** – Based upon the current LIHTC CERTIFICATION, the Resident understands that as long as the unit and household are counted in the LIHTC “qualified basis” the Resident’s portion of rent plus a utility allowance will not exceed the maximum allowed rent as calculated in accordance with the program regulations.
5. **RENT ADJUSTMENTS** – The rent, in Lease Paragraph 3, should remain the same over the term of the Lease. The rent is subject to change at the end of the Lease term.
6. **CHANGES IN INCOME, ASSETS OR FAMILY SIZE** – The Resident agrees to immediately notify the Owner of any change in household income, assets of family composition or size.
7. **ANNUAL RECERTIFICATION** – The Resident understands that the LIHTC guidelines require the Owner to recertify each unit on an annual basis and the Resident further agrees to participate in an annual recertification interview and provide all necessary information regarding income, assets and family composition.
8. **LEASE TERMINATION** – The owner cannot terminate the Lease, except for material non-compliance with the provision therein. Owner must give a (30) thirty-day notice of intent to terminate the Lease.
9. In case of conflict between the provisions of the Addendum and any other provisions of the Lease, the provision of the Addendum shall govern.
10. This Lease Addendum is incorporated into the Lease executed or renewed this day between Owner and Resident.

Lessor: Owner/Agent (Print or Type Name)

Lessor: Owner/Designated Representative Signature

Date

Lessee: Resident

Date

Lessee: Resident

Date

**ADDENDUM NUMBER TWO
LEASE ADDENDUM FOR DRUG-FREE HOUSING**

In consideration of the execution or renewal of lease of the dwelling unit identified in the lease, Owner (**AVERY LAKE LP DBA/AVERY LAKE APARTMENTS**) and Resident (_____) agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]).
2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between owner and Resident.

OWNER/AGENT

DATE

RESIDENT

DATE

RESIDENT

DATE

RESIDENT

DATE

LEASE ADDENDUM ON MOLD

To minimize the occurrence and growth of mold in the Leased Premises, and to address conditions relating to mold issues, Resident and Lessor hereby agree to the following:

1. **MOISTURE ACCUMULATION** – Resident shall remove any visible accumulation of moisture in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after each occurrence; use exhaust fans in kitchen and bathroom when necessary; properly operate central air conditioning unit; and take all reasonable actions to keep the climate and moisture in the Leased Premises at levels that will minimize the potential for mold growth. In the event carpet-drying and/or dehumidifying equipment is temporarily in use, only Management or its Representatives may discontinue such use.
2. **NOTIFICATION OF MANAGEMENT** – Upon the first appearance of mold in bathroom or kitchen areas, Resident shall first try to remove the mold with a household cleaning solution, such as Lysol or Pine Sol, Tilex Mildew Remover, or a combination of water and bleach. If such cleaning does not remove the mold, Resident shall promptly notify Management both by telephone and in writing. If mold appears in other areas of the Leased Premises, Resident should not attempt to clean or remove the mold, but instead shall notify Management immediately, both by telephone and in writing.
Resident shall also promptly notify Management of the presence of the following conditions:
 - (i) A water leak, excessive moisture, or standing water inside the Leased Premises;
 - (ii) A water leak, excessive moisture, standing water, or mold in any community common area;
 - (iii) A malfunction, including condensation problems, in any part of the heating, air conditioning, or ventilation system in the Leased Premises.
3. **REPAIRS** – Management will complete any repairs that management in its sole discretion deems necessary, including but not limited to removal/ replacement of carpet and vinyl flooring, removal/ replacement of cabinetry, removal/ replacement of drywall material, chemical treatments, sanding, and painting. If the condition necessitating the repairs is the result of the Resident's failure to comply with the terms of this Lease Addendum, Resident shall pay for the cost of such repairs. Regardless of responsibility for the condition, Resident shall not be entitled to compensation for inconvenience caused by Management, its employees, assigned vendors, or their work in addressing mold or related repair issues.
4. **RELOCATION** – In the event Management determines that the Leased Premises should be vacated due to mold, moisture problems or related concerns, Resident agrees to vacate the Premises. Management may, but is not required to, make an accommodation by offering a comparable rental unit if available, under the same terms and conditions as are consistent with Resident's then existing lease. If Management determines, in its sole discretion, that the condition necessitating the relocation is beyond the Resident's control, Management may pay the costs or relocating the Resident into another apartment unit; otherwise, if management elects to offer a comparable rental unit to the Resident, Resident shall bear the cost of relocation. Resident agrees to complete relocation within 72 hours of notification by

SECURITY DEPOSIT LEASE ADDENDUM

The Lease Agreement Between **AVERY LAKE APARTMENTS** (Landlord) and _____

(Resident) for apartment # _____
at **STARNES POINTE COURT, FORT MILL, SC 29715** dated _____
is hereby amended as follows:

1. The above named Resident agrees to pay a Security Deposit in the amount of \$ _____

2. The Security Deposit will be paid in installments as follows:

First Payment	\$ _____	Move-In
Second Payment	\$ _____	Due _____
Third Payment	\$ _____	Due _____
Final Payment	\$ _____	Due _____

3. Resident agrees to make the above payments on or before the due date without demand by the Landlord. If any payment is not made after a 10 day grace period, a \$15.00 late fee will be assessed. The late fee must be paid separate from the security deposit and will be deposited in the Landlord's operating account.

4. After the second late payment, the remaining balance of the Security Deposit will be due in full. If it is not paid in full within 10 days of notice, the Landlord may terminate the Lease according to Section 7 of said Lease by giving the required notice per Section 6b. of the Lease.

5. Other provisions: _____

Signature of Resident Date

Signature of Co-Resident Date

Property Manager Date

SMOKE DETECTOR/CARBON MONOXIDE DETECTOR/FIRE EXTINGUISHER or UNDER RANGE EXTINGUISHER
ADDENDUM

THIS ADDENDUM shall become a part of the Apartment Lease Contract for Apartment # _____ at VERY LAKE APARTMENTS, which Agreement is dated the _____ day of _____, 20____ between (Owner) VERY LAKE LP DBA/VERY LAKE APARTMENTS and Resident(s) _____, whether one or more.

1. SMOKE DETECTOR/CARBON MONOXIDE DETECTOR.
MONOXIDE DETECTOR (S); that You have inspected the SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S); and that You find it/them to be in good working order.
2. Repair. You agree that it is your duty to regularly test the SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S). You further agree to notify owner immediately in writing if any problem, defect, malfunction or failure of the SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S) and to notify the owner of the need to install, inspect or repair the SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S). Within seven (7) days of receipt of such written notification by owner, owner shall repair or replace the SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S), assuming the availability of labor and materials. YOU MUST NOT DISCONNECT OR INTENTIONALLY DAMAGE A SMOKE DETECTOR/CARBON MONOXIDE DETECTOR OR REMOVE THE BATTERY OF A SMOKE DETECTOR/ CARBON MONOXIDE DETECTOR WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY. YOU MAY BE SUBJECT TO DAMAGES, CIVIL PENALTIES AND ATTORNEY'S FEE.
3. Replacement. You agree to reimburse the owner, upon request, for the cost of a new SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S) and the installation thereof in the event the existing SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S) becomes damaged by you or your guest or invitees.
4. Fire Extinguisher and Under Range Extinguisher, if provided. You acknowledge that the unit has been equipped with a Fire Extinguisher _____ (initial) and or Under Range Extinguisher _____ (initial). You further agree not to tamper with, remove or disable these and to notify Owner if they have been discharged.
5. Disclaimer
 - A. You acknowledge and agree that the owner is not the operator, manufacturer, retailer or supplier of the SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S), FIRE EXTINGUISHER/UNDER THE RANGE EXTINGUISHER (S); that you assume full and complete responsibility or all risks and hazards attributable to connected with or in anyway related to the operation, malfunction or failure of the SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S), FIRE EXTINGUISHER/UNDER THE RANGE EXTINGUISHER (S) regardless of whether such malfunction or failures attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S), FIRE EXTINGUISHER/UNDER THE RANGE EXTINGUISHER (S).
 - B. NO REPRESENTATION, WARRANTIES, UNDERTAKING OR PROMISES, WHETHER ORAL OR OTHERWISE, HAVE BEEN MADE BY OWNER, ITS AGENTS OR EMPLOYEES TO YOU REGARDING SAID SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S), FIRE EXTINGUISHER/UNDER THE RANGE EXTINGUISHER (S), OR THE ALLEGED PERFORMANCE OF THE SAME. OWNER NEITHER MAKES NOR ADOPTS ANY WARRANTY OR ANY NATURE REGARDING SAID SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S), FIRE EXTINGUISHER/UNDER THE RANGE EXTINGUISHER (S) AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY, OR ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. OWNER SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES TO PERSON OR PROPERTY CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S), FIRE EXTINGUISHER/UNDER THE RANGE EXTINGUISHER (S); (2) YOUR FAILURE TO NOTIFY OWNER OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S), FIRE EXTINGUISHER/UNDER THE RANGE EXTINGUISHER (S); (3) THEFT OF THE SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S), FIRE EXTINGUISHER/UNDER THE RANGE EXTINGUISHER (S). THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
6. Entire Agreement. The parties acknowledge that his Addendum and the Agreement are the entire Agreements of the parties relative to SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S), FIRE EXTINGUISHER/UNDER THE RANGE EXTINGUISHER (S) in the above reference unit. Any agreement that in any way varies the terms of this Addendum or the Agreement Shall be unenforceable and complete void unless such agreement is in writing and signed by both parties.
7. Term. The terms of this Addendum shall be the same term as Agreement or any renewal or extension of the Agreement.

Executed this _____ day of _____ 20____

Resident

Owner or Owner's Representative Date

Resident

Date

Please read this Addendum. It places a duty upon the resident to regularly test the SMOKE DETECTOR/CARBON MONOXIDE DETECTOR (S), FIRE EXTINGUISHER/UNDER THE RANGE EXTINGUISHER (S) and to report all malfunctions of the same to owner in writing.