



**ReCoverCA Housing Program
Homeowner Grant Application Certifications
Addendum for Landlord Applicants**

This Addendum for Landlord Applicants (“Addendum”) modifies sections of the ReCoverCA Homeowner Grant Application Certifications (“Grant Certifications”). This Addendum is effective as of this ____ day of _____, 202_, by and between the California Department of Housing and Community Development (“HCD”) and [Applicant and Co-Applicant Names] (“Applicant”).

By signing this Addendum, the Applicant agrees to the following terms and conditions:

1. This Addendum is a part of the Grant Certifications and is entered into in accordance with Paragraph 20 of the Grant Certifications.
2. Capitalized terms in this Addendum have the same meanings as defined in the Agreement.
3. Paragraph 20.a. is modified by this addendum to remove the Primary Residence requirement for Landlord Applicants.
4. The Award is subject to a Compliance Period of five (5) years, aligned with the agreed upon affordability period, which begins on the date the Key Turnover (KTO) is issued.
5. The Applicant is responsible for and hereby reaffirms the agreement to comply with the requirements set forth in Paragraph 20.d. of the Agreement throughout the Compliance Period. Paragraph 20.d. of the Agreement is modified to include the following changes:
 - Applicant shall collect no more than the rent limits set forth by the program guidelines, inclusive of all sources such as tenant payments, subsidies, and vouchers. The maximum rent to be charged shall be the Multifamily Tax Subsidy Projects (MTSP) Regular Income Rent Limits, effective at the time of lease up, published for the applicable County at 80% Area Median Income (AMI), inclusive of utilities and based on bedroom count of the rehabilitated or reconstructed home.
 - a. Applicant shall obtain program-approval for all tenants occupying the applicable unit prior to occupancy to ensure they meet program income limits.
 - Applicant shall lease the applicable unit to a low-to-moderate income (LMI) tenant household with income at or below 80% AMI.
 - Applicant agrees to lease unit within 60 days of the Key Turnover.
 - Applicant agrees that a unit vacancy for longer than 90 days in a year-long



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period constitutes a breach and may result in recapture.

- Applicant agrees that occupancy of the applicable property by non-approved tenant for any period constitutes a breach and may result in recapture.
 - Applicant agrees that annual lease rollover certifications must be completed by the Awardee and their tenant. Not providing the annual lease rollover form and required supporting documentation constitutes a breach and may result in recapture.
 - b. The Applicant agrees to a covenant for a period of five (5) years as a required participant of the program to comply with the agreed upon Affordability Period established in the Grant Agreement.
 - c. The Applicant agrees that if the applicable property is sold, transferred (whether directly, indirectly, voluntarily, or involuntarily), moved, or demolished, the Awardee may be subject to Recapture.
6. The Applicant is responsible for and hereby reaffirms the agreement to comply with the Covenant Compliance requirements set forth in Paragraph 20.e. of the Agreement. Paragraph 20.e. of the Agreement is modified to include the following changes:
- a. If within year five (5) of the Monitoring Period, Applicants fail to comply with the compliance requirements, the Applicant is responsible for repaying all or a percentage of the total Grant Award to HCD. The percentage of the Grant Award to be repaid will be dependent upon the total amount of the Grant Award which establishes an affordability period of 5 years. For more information on the recapture, affordability period, and amount of repayment to HCD, see paragraph 7 below.
7. The Applicant hereby acknowledges the potential of recapture, as outlined below, for failure to comply with the requirements of Paragraph 20 of the Agreement.

Recapture DUE for Non-Compliance:

Number of Months from KTO Date	Repayment Percentage
0 – 12 months	100% of the Grant Amount
13 – 24 months	80% of the Grant Amount
25 – 36 months	60% of the Grant Amount



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37 – 48 months	40% of the Grant Amount
49 – 60 months	20% of the Grant Amount
61+ months	0% of the Grant Amount

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the undersigned Applicant(s), sign this Addendum and represent and warrant that he/she/they have read and understand the Addendum’s terms and conditions on the day, month, and year set forth below.

By: _____

By: _____

Date: _____

Date: _____

Name:

Name: