



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

This Addendum for Landlord Applicants (“Addendum”) modifies sections of the ReCoverCA Housing Programs 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 19 of the Grant Certifications.
2. Capitalized terms in this Addendum have the same meanings as defined in the Agreement.
3. Paragraph 19.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 to fifteen (5-15) years, aligned with the agreed upon affordability period, which begins on the date the Certificate of Occupancy (COO) is issued.
5. The Awardee is responsible for and hereby reaffirms the agreement to comply with the requirements set forth in Paragraph 19.d. of the Agreement throughout the Compliance Period. Paragraph 19.d. of the Agreement is modified to include the following changes:
 - a. Awardee 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 Plumas County at 80% Area Median Income (AMI), inclusive of utilities and based on bedroom count of the reconstructed home.
 - b. Awardee shall obtain program-approval for all tenants occupying the applicable unit prior to occupancy to ensure they meet program income limits.
 - c. Awardee agrees that a unit vacancy for longer than 90 days in a year-long period constitutes a breach and may result in recapture.
 - d. Awardee agrees that occupancy of the applicable property by non-



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approved tenant for any period constitutes a breach and may result in recapture.

- e. Awardee 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.
- f. The Awardee agrees to a covenant that ranges from 5-15 years as a required participant of the program to comply with the agreed upon Affordability Period established in the Grant Agreement.
- g. The Awardee 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.
- h. The Compliance Period is based on the amount of the project subsidy, as detailed in the below table:

Affordability Period	Maximum Subsidy
Year 5 (Minimum)	\$367,450
Year 6	\$380,940
Year 7	\$394,430
Year 8	\$407,920
Year 9	\$ 421,410
Year 10	\$434,900
Year 11	\$ 448,390
Year 12	\$461,880
Year 13	\$ 475,370
Year 14	\$488,860
Year 15 (Maximum)	\$ 500,000

- 6. The Awardee is responsible for and hereby reaffirms the agreement to comply with the Covenant Compliance requirements set forth in Paragraph 19.e. of the Agreement. Paragraph 19.e. of the Agreement is modified to include the following changes:
 - a. If within year 5-15 of the Monitoring Period, as applicable, Applicants fail to comply with the compliance requirements, the Applicant is responsible for repaying a percentage of the total Grant Award to HCD. The percentage of the Grant Award to be repaid will be



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dependent upon the total amount of the Grant Award which establishes an affordability period of 5-15 years. For more information on the recapture, affordability period, and amount of repayment to HCD, see paragraph 7 below.

- The Awardee hereby acknowledges the potential of recapture, as outlined below, for failure to comply with the requirements of Paragraph 19 of the Agreement.

Recapture DUE for Non-Compliance:

Affordability Period	Date of Compliance Breach	Amount of Repayment Due to HCD
5 years	prior to 5th Anniversary	100%
6 years	prior to 5th Anniversary	100%
	5th to 6th Anniversary	50%
7 years	prior to 5th Anniversary	100%
	5th to 7th Anniversary	50%
8 years	prior to 5th Anniversary	100%
	5th to 8th Anniversary	50%
9 years	prior to 5th Anniversary	100%
	5th to 9th Anniversary	50%
10 years	prior to 5th Anniversary	100%
	5th to 10th Anniversary	50%
11 years	prior to 5th Anniversary	100%
	5th to 10th Anniversary	50%
	10th to 11th Anniversary	25%
12 years	prior to 5th Anniversary	100%
	5th to 10th Anniversary	50%
	10th to 12th Anniversary	25%
13 years	prior to 5th Anniversary	100%
	5th to 10th Anniversary	50%
	10th to 13th Anniversary	25%
14 years	prior to 5th Anniversary	100%



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	5th to 10th Anniversary	50%
	10th to 14th Anniversary	25%
15 years	prior to 5th Anniversary	100%
	5th to 10th Anniversary	50%
	10th to 15th Anniversary	25%

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the undersigned Awardee(s), sign this Addendum and represent and warrant that he/she/it/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: [Applicant Name]

Name: [Co-Applicant Name]