

Exhibit H-5 (HTF Addendum) to Addendum H

MUST BE ATTACHED TO YOUR LEASE OR CAN BE TYPED INTO YOUR LEASE WORD FOR WORD

**HTF PROGRAM
ADDENDUM TO LEASE**

Notwithstanding anything to the contrary in the lease (the "Lease") to which this Addendum is attached, the following terms, conditions, covenants and agreements shall apply:

Neither the Lease nor any of the terms, conditions, covenants or agreements thereof shall breach or be in violation of that certain Declaration of Land Use Restrictive Covenants or Alabama's HTF Program recorded in Book (or Volume) at Page et seq., in the Office of the Judge of Probate of County, Alabama.

2. The Lease must be for not less than one (1) year, unless by mutual agreement between the landlord and the tenant.

3. If any of the following provisions are contained in the Lease, they are hereby deleted:

A. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the Lease.

B. Agreement by the tenant that the landlord may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the apartment after the tenant has moved out of the apartment. The landlord may dispose of this personal property in accordance with Alabama law.

C. Agreement by the tenant not to hold the landlord or the landlord's agents legally responsible for any action or failure to act, whether intentional or negligent.

D. Agreement of the tenant that the landlord may institute a lawsuit without notice to the tenant.

E. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

F. Agreement by the tenant to waive any right to a trial by jury.

G. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the Lease.

H. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the landlord against the tenant. The tenant, however, shall be obligated to pay costs if the tenant loses.

I. Mandatory supportive services. Agreement by the tenant to accept supportive services that are offered.

4. The landlord may not terminate the tenant's tenancy or refuse to renew the Lease except for (a) serious or repeated violation of the terms and conditions of the Lease, (b) violation of applicable federal, state or

local law, (c) completion of the transitional housing tenancy period or (d) other good cause. Good cause does not include an increase in the tenant's income. Any termination or refusal to renew must be preceded by not less than thirty (30) days by the landlord's service upon the tenant of a written notice specifying the grounds for the action.

5. The landlord must maintain the apartment, the building of which the same is a part and the grounds surrounding said building in compliance with all applicable housing quality standards and local code requirements.

6. *Tenant selection.* An owner of rental housing assisted with HTF funds must comply with the affirmative marketing requirements established by the grantee pursuant to § 93.350. The owner must adopt and follow written tenant selection policies and criteria that:(1) Limit the housing to income-eligible families;(2) Are reasonably related to the applicants' ability to perform the obligations of the lease (*i.e.*, to pay the rent, not to damage the housing; not to interfere with the rights and quiet enjoyment of other tenants);(3) Limit eligibility or give a preference to a particular segment of the population if permitted in its written agreement with the grantee (and only if the limitation or preference is described in the grantee's consolidated plan).(i) Any limitation or preference must not violate nondiscrimination requirements in § 93.350. A limitation or preference does not violate nondiscrimination requirements if the housing also receives funding from a Federal program that limits eligibility to a particular segment of the population (*e.g.*, the Housing Opportunity for Persons With AIDS program under 24 CFR part 574), and the limit or preference is tailored to serve that segment of the population.(ii) If a project does not receive funding from a Federal program that limits eligibility to a particular segment of the population, the project may have a limitation or preference for persons with disabilities who need services offered at a project only if:(A) The limitation or preference is limited to the population of families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain housing;(B) Such families will not be able to obtain or maintain themselves in housing without appropriate supportive services; and(C) Such services cannot be provided in a nonsegregated setting. The families must not be required to accept the services offered at the project. In advertising the project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible persons with disabilities who may benefit from the services provided in the project.(4) Do not exclude an applicant with a voucher under the Section 8 Tenant-Based Assistance: Housing Choice Voucher program (24 CFR part 982) or an applicant participating in a HOME tenant-based rental assistance program (24 CFR part 92) because of the status of the prospective tenant as a holder of such voucher or comparable HOME tenant-based assistance document.(5) Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable;(6) Give prompt written notification to any rejected applicant of the grounds for any rejection; and(7) Comply with the VAWA requirements prescribed in § 93.356.

In the event of any conflict between the terms, conditions, covenants or agreements in this Addendum and those in the Lease, the terms, conditions, covenants and agreements of this Addendum shall control.

_____, 20_____

TENANT

LANDLORD