SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM: 13.1
(ID # 28580)
MEETING DATE:
Monday, September 22, 2025

FROM : HOUSING AUTHORITY

SUBJECT: HOUSING AUTHORITY: Approve the Form of the Section 8 Project-Based Voucher Program Agreement to Enter into a Housing Assistance Payments (AHAP) Contract for New Construction and Approve the Form of the Consent to Assignment of AHAP and HAP Contract as Security for Financing (PBV) between Second Street Family LP and Housing Authority of the County of Riverside for the Second Street Family Apartments Project, Located in the City of Corona; District 2. [$0]

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve the form of the attached Section 8 Project-Based Voucher Program Agreement to Enter into a Housing Assistance Payments Contract for New Construction by and between Second Street Family LP, a California limited partnership, and the Housing Authority of the County of Riverside (AHAP Contract) for the Second Street Family Apartments;

2. Approve the form of the Section 8 Project-Based Voucher Program Housing Assistance Payments Contract - New Construction or Rehabilitation Part 1 of HAP Contract (HAP Contract);

Continued on Page 2
ACTION:Policy

Heidi Marshall, Director of Housing, Homelessness Prevention 8/12/2025

MINUTES OF THE BOARD OF COMMISSIONERS

On motion of Commissioner Spiegel, seconded by Commissioner Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Medina, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	September 22, 2025
xc:	Housing Authority

Kimberly A. Rector
Clerk of the Board
By: _____ Deputy

RECOMMENDED MOTION: That the Board of Commissioners:

3. Approve the form of the Consent to Assignment of AHAP Contract and HAP Contract as Security for Financing (PBV) (Consent to Assignment); and

4. Authorize the Executive Director of the Housing Authority, or designee, to execute an AHAP Contract, a HAP Contract, and a Consent to Assignment, each substantially conforming in form and substance to the attached, subject to approval as to form by County Counsel; and to take all necessary steps to implement the AHAP Contract, HAP Contract, and the Consent to Assignment including, but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year: 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

C & C Development Co. LLC, a California limited liability company ("Developer"), was awarded eight (8) Project-Based Vouchers (PBVs) under the Housing Choice Voucher Program (HCVP) in accordance with Section 21.3, "Owner Proposal Selection Procedure," of the Housing Authority of the County of Riverside's (HACR) Administrative Plan, consistent with federal regulations under 24 CFR 983.51. These PBVs were granted following the Developer's successful acquisition of competitive funding from the California Tax Credit Allocation Committee (TCAC) and the U.S. Environmental Protection Agency (EPA). The Developer has demonstrated that, at the time of application for TCAC and EPA funding, no consideration was given to the potential receipt of PBV assistance from the Housing Authority.

The proposed project, known as the Second Street Family Apartments, is located at the southwest corner of Buena Vista Avenue and Second Street in the City of Corona, Riverside County, California (Assessor's Parcel Numbers: 118-270-053, 118-270-055, and 118-302-030). The site encompasses approximately 3.64 acres and is currently vacant. It is zoned Mobile Home Park (MP), with an additional 0.2-acre parcel east of Buena Vista Avenue, zoned Multiple-Family Residential (R-3) and planned as open space. The Project proposes a zoning amendment to rezone the entire development area to R-3.

The Proposed Project will consist of a total of 115 units across four multi-story apartment buildings, including one three-bedroom manager's unit. The residential unit mix will consist of 6

studios, 18 one-bedroom units, 46 two-bedroom units, and 45 three-bedroom units. Project amenities will include a community room, leasing office, laundry facilities, picnic area, playground, and swimming pool. The buildings will be constructed of wood-frame on concrete slab foundations with stucco siding. Parking accommodations include 154 surface and tuck-under garage spaces for residents.

The PBVs will consist of 3 two-bedroom units and 5 three-bedroom units, which will provide rental subsidies for households on the HACR HCVP waitlist with incomes at or below 30% of the Area Median Income (AMI) of the County of Riverside, specifically for the Second Street Family Apartments.

Pursuant to the National Environmental Policy Act (NEPA), on July 1, 2025 (Minute Order 3.23) the Board of Supervisors adopted the Environmental Assessment prepared by the County of Riverside Housing and Workforce Solutions (HWS) as the Responsible Entity which found that the proposed project would not have a significant effect on the environment.

Impact on Residents and Businesses

The rental assistance that the PBVs provided to the project will have a positive impact on the residents to stabilize housing and operation of the new construction housing complex in addition to providing affordable housing to the community.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund. The Housing Authority's contribution to the project includes Housing Choice Voucher Program Project-Based Vouchers which are fully funded from the United States Department of Housing and Urban Development.

Attachments:

- Form of Agreement to Enter Into Housing Assistance Payments Contract, including all exhibits
- Form of Housing Assistance Payment Contract
- Form of Consent to Assignment

Stacey Pena
Stacey Pena, EO Management Analyst 9/15/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 9/11/2025

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

AGREEMENT TO ENTER INTO A HOUSING ASSISTANCE PAYMENTS CONTRACT

NEW CONSTRUCTION OR REHABILITATION

PART I

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. The information is required to establish terms between the PHA and the owner prior to execution of a HAP contract for PBV assistance as provided in §983.152. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 983.152. The information is being collected to establish the agreement between the PHA and owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract ("Agreement") is between:

Housing Authority of the County of Riverside ("PHA") and

Second Street Family LP ("owner").

1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract ("HAP Contract") units to in accordance with Exhibit B and to comply with Housing Quality Standards ("HQS"), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP Contract with the owner of the Contract units.

1.3 Contents of Agreement

This Agreement consists of Part I, Part II, and the following Exhibits:

EXHIBIT A: The approved owner's PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205, the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23, and accessibility requirements under Titles II and III of the Americans with Disabilities Act at 28 CFR parts 35 and 36, as applicable.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- locations of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant.
- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

1.4 Significant Dates

A. Effective Date of the Agreement: The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until a subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.

B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will separate effective dates for each stage.

☑ **Single-stage project**

i. Effective Date for all contract units: 04/15/2027

ii. Date of Commencement of the Work: The date for commencement of work is not later than 10/15/2025 calendar days after the effective date of this Agreement.

iii. Time for Completion of Work: The date for completion of the work is not later than 720 calendar days after the effective date of this Agreement.

☐ **Multi-Stage Project**

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK

1.5 Nature of the Work

☑ This Agreement is for **New Construction** of units to be assisted by the project-based Voucher program.

☐ This Agreement is for **Rehabilitation** of units to be assisted by the project-based Voucher program.

1.6 Schedule of Completion

A. Timely Performance of Work: The owner agrees to begin work no later than the date for commencement of work as stated in Section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.

B. Time for Completion: All work must be completed no later than the end of the period stated in Section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in Section 1.4.

C. Delays: If there is a delay in the completion due to unforeseen factors beyond the owner's control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

1.7 Changes in Work

A. The owner must obtain prior PHA approval for any change from the work specific in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner at the amounts determined by PHA.

B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner at the amounts determined by PHA in accordance with HUD requirements.

C. The PHA (or HUD in the case of insured or coinsured mortgages) may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

1.8 Work completion

A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.

B. Evidence of Completion: When the work in completed, the owner must provide the PHA with the following:

1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.

2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)

3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, this Agreement may specify additional documentation that must be submitted by owner as evidence of completion of the housing. Check the following that apply:

☑ A certificate of occupancy or other evidence that the contract units comply with local requirements.

☑ An architect's or developer's certification that the housing complies with:

☑ the HQS;

☑ State, local, or other building codes;

☑ Zoning;

☐ The rehabilitation work write-up for rehabilitated housing;

☑ The work description for newly constructed housing; or

☑ Any additional design or quality requirements pursuant to this Agreement.

1.9 Inspection and Acceptance by the PHA of Completed Contract Units

A. Completion of Contract Units: Upon receipt of owner notice of completion of Contract units, the PHA shall take the following steps:

1. Review all evidence of completion submitted by owner.

2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.

B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.

C. Acceptance: If the PHA determines housing has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

1.10 Acceptance where defects or deficiencies are reported:

A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.

B. Completion in Stages: Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

1.11. Execution of HAP Contract

A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.

B. Completion in Stages: Where completion in stages is provided for the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.

C. Form of Contract: The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall be completed by the PHA.

D. Survival of owner Obligations: Even after execution of the contract, the owner shall continue to be bound by all owner obligations under the Agreement.

1.12 Initial determination of rents

A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.

B. The initial amount of rent to owner is established at the beginning of the HAP contract term.

C. The estimated and initial contract rent for each units may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent tow owner, in accordance with HUD regulations and requirements.

1.13 Uniform Relocation Act

A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

(URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.

B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.

C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.

D. The PHA must require the owner to comply with the URA and 49 CFR part 24.

E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term "initiation of negotiations" means the execution of the Agreement between the owner and the PHA.

1.14 Protection of In-Place Families

A. In order to minimize displacement of in-place families, if a unit to be placed under Contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA's waiting list (if they are not already on the list) and, once their continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.

B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.

C. The term "in-place family" means an eligible family residing in a proposed contract unit on the proposal selection date.

D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

1.15 Termination of Agreement and Contract

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under this Agreement, HUD may assume the PHA's rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in default, pay Annual Contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

1.17 Owner Default and PHA Remedies

A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.

4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.

5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:

    a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or

    b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.

6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

3. The PHA's rights and remedies under the Agreement include but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

C. PHA Remedy is not Waived

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

1.18 PHA and Owner Relation to Third Parties

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.

2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.

C. Legal Relationship: The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.

D. Exclusion of Third Party Claims: Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.

E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

1.20 Conflict of Interest

A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.

2. HUD may waive this provision for good cause.

B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement of HAP contract.

1.22 Transfer of the Agreement, HAP Contract, or Property

A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract, or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party, is debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

1.23 Exclusion from Federal Programs

A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

B. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.

2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424.

1.24 Lobbying Certifications

A. The owner certifies, to the best of the owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

1.25 Subsidy Layering

A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

1.26 Prohibition of Discrimination

A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age, or familial status.

B. The owner must comply with the following requirements:

1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;

2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;

3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d–4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;

4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;

5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;

6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35

7. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;

8. Executive Order 11625, as amended by Executive Order 12007 (3 C FR, 1971–1975 Comp.., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and

9. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

10. HUD's Equal Access Rule at 24 CFR 5.105.

The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

1.27 Owner Duty to Provide Information and Access to HUD and PHA

A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the owner to the extent necessary to determine compliance with this Agreement.

1.28 Notices and Owner Certifications

A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.

B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

1.29 HUD Requirements

A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and will all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.

B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

1.30 Applicability of Part II Provisions — Check All that Apply

☑ Equal Employment Opportunity
Section 2.1 applies only to construction contracts of more than $10,000.

☑ Labor Standards Requirements

Sections 2.3, 2,7, and 2.9 apply only when this Agreement covers nine or more units.

☐ Flood Insurance

Section 2.10 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

EXECUTION OF THE AGREEMENT

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

PUBLIC HOUSING AGENCY (PHA) **Name of PHA (Print)** Housing Authority of the County of Riverside
By:
Signature of authorized representative
Heidi Marshall, Executive Director
Name and official title (Print)
Date
OWNER **Name of Owner (Print)** Second Street Family LP
By:
Signature of authorized representative
****See Attached
Name and official title (Print)
Date

FORM APPROVED COUNTY COUNSEL
BY: AMRIT P. DHILLON 9/10/2025 DATE

SECOND STREET FAMILY LP,
A California limited partnership

By: OHDC Second Street Family LLC,
a California limited liability company,
its managing general partner

By: Orange Housing Development Corporation,
A California nonprofit public benefit corporation,
its sole member and manager

By: _____
Eunice Bobert, Chief Executive Officer

By: C&C Second Street Family LLC,
a California limited liability company,
its developer general partner

By: C&C Development Co., LLC,
a California limited liability company,
its sole member and manager

By: _____
Todd R. Cottle, Trustee of the 2007 Todd R. Cottle and Jennifer N. Cottle Revocable Trust, its Member

Exhibit A of AHAP

CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

901 P Street, Suite 213A
Sacramento, CA 95814
p (916) 654-6340
f (916) 654-6033
www.treasurer.ca.gov/ctcac

MEMBERS

FIONA MA, CPA, CHAIR
State Treasurer

MALIA M. COHEN
State Controller

JOE STEPHENSHAW
Director of Finance

GUSTAVO VELASQUEZ
Director of HCD

VACANT
Executive Director of CalHFA

EXECUTIVE DIRECTOR
Marina Wiant

August 28, 2025

Meena Bavan, Director, and Rudy Rodriguez, Division Director
Los Angeles Field Office
U.S. Department of Housing and Urban Development
300 North Los Angeles Street, Suite 4054
Los Angeles, CA 90012

Re: Project Name:	Second Street Family Apartments
CTCAC #:	CA-25-431
Address:	2nd Street and Buena Vista Avenue, Corona, CA 92882
Housing Authority:	Housing Authority of the County of Riverside
Owner:	Second Street Family, LP
General Partners:	C&C Second Street Family LLC
	OHDC Second Street Family LLC
Developer:	C&C Development Co. LLC

Dear Meena Bavan and Rudy Rodriguez:

Enclosed is a HERA Section 2835 Subsidy Layering Certification executed by Marina Wiant, Executive Director of the California Tax Credit Allocation Committee (CTCAC), for the captioned project. The review was conducted in accordance with Federal Register Volume 88, No.48, published on Monday, March 13, 2023.

The project is receiving assistance under the HUD Section 8 Project-based voucher program; City of Corona – Low and Moderate Income Housing Asset Funds (LMIHAF), HOME American Rescue Plan (HOME-ARP); and federal low-income housing tax credits.

Project Description: This project is being developed by C&C Development Co. LLC with vouchers from the Housing Authority of the County of Riverside (HACR). This project involves the new construction of 115 units, 114 of which are qualified affordable tax-credit units and 1 is a manager unit. The project will serve large families. HACR intends to attach HUD Section 8 Project-based vouchers to 3 two-bedroom units and 5 three-bedroom units.

The CTCAC review is based upon documentation submitted by Second Street Family, LP and HACR. The proposed contract rents set by HACR do not exceed the 110% of the FY 2025 Riverside-San Bernardino-Ontario, CA MSA FMRs. The proposed contract rents are deemed reasonable in comparison to market rents at:

BR Size	Number of Units	Contract Rent	Utility Allowance	Gross Rent
2	3	$2,273	$95	$2,368
3	5	$3,123	$121	$3,244

Feel free to contact me at (916) 651-1405 or at jacob.paixao@treasurer.ca.gov if you have any questions regarding this certification.

Sincerely,

Jacob Paixao
Program Analyst

Attachments

CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE
HOUSING AND ECONOMIC RECOVERY ACT OF 2008 (HERA)
SECTION 2835(a)(1)(M)(i) SUBSIDY LAYERING CERTIFICATION

For purposes of the provision of Section 8 Project Based Voucher Assistance authorized pursuant to 42 U.S.C. 8(o)(13), pursuant to Section 2835(a)(1)(M)(i) of the Housing and Economic Recovery Act of 2008 (HERA), Section 102 of the Department of Housing and Urban Development Reform Act of 1989, and in accordance with HUD's Administrative Guidelines, all of which address the prevention of excess governmental subsidy, I hereby certify that the Section 8 project-based voucher assistance provided by the United States Department of Housing and Urban Development to the Housing Authority of the County of Riverside, located in the city of Riverside, for Second Street Family Apartments, **CTCAC #CA-25-431**, located in the city of Corona, is not more than is necessary to provide affordable housing after taking into account other government assistance.

By: CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE (CTCAC)

Marina Wiant
Executive Director

August 28, 2025
Date

HOUSING AUTHORITY
of the County of Riverside

Main Office
5555 Arlington Avenue
Riverside, CA 92504-2506
(951) 351-0700
FAX (951)354-6324
TDD (951) 351-9844

Indio Office
44-199 Monroe, Ste. B
Indio, CA 92201
(760) 863-2828
(760) 863-2838 FAX
TDD (760) 863-2830

Website:harivco.org

July 30, 2025

Todd Cottle, Director of Development
C&C Development Co., LLC
14211 Yorba Street, Suite 200
Tustin, CA 92780

RE: Second Street Family Apartments

Dear Mr. Cottle:

The Housing Authority of the County of Riverside (HACR) is pleased to inform you that the above referenced project proposal was in accordance with the procedures outlined in Section 21.3 Owner Proposal Selection Procedure of the Housing Authority Administrative Plan, which aligns with federal regulation under 24 CFR 983.51. The HACR is reserving funding for eight (8) vouchers for a twenty (20) year contract term.

Term and Amount of Subsidy:

Bedroom Size	Units	Subsidy/Units	Utility Allowance (EE)	Gross Rent	Monthly	Months/Year	Annual	Term	AHAP Term 20 Years
2	3	$ 2,273.00	$95	$2,368	$6,819	12	$81,828	20	$1,636,560
3	5	$ 3,123.00	$121	$3,244	$15,615	12	$187,380	20	$3,747,600
	8						**$269,208.00**	**Total:**	**$5,384,160.00**

Final commitment of the Project Based Vouchers is subject to the following items:

- Project's receipt of all necessary capital funding for the construction of the project, including but not limited to a tax credit allocation.
- Subsidy layering requirements as defined by the U.S. Department of Housing and Urban Development (HUD).
- National Environmental Policy Act Clearance has been completed.
- Approval of an Agreement to Enter into Housing Assistance Payments (AHAP) Contract by the HACR's Board of Commissioners.

This commitment is also contingent on continued funding from HUD. In the event of a budget decrease, HACR reserves the right to rescind the commitment up until the execution of an AHAP contract. This letter of commitment is valid until May 26, 2026. All financing must be secured by this deadline. Therefore, all evidence of secured financing must be provided on or before May 26, 2026.

If you have any questions, please do not hesitate to contact Alicia Jaimes at (951) 955-0783 or via email at majaimes@rivco.org.

Thank you,

Juan Garcia
Deputy Director
Housing Authority of the County of Riverside

HOUSING AUTHORITY
of the County of Riverside

Main Office
5555 Arlington Avenue
Riverside, CA 92504-2506
(951) 351-0700
FAX (951)354-6324
TDD (951) 351-9844

Indio Office
44-199 Monroe, Ste. B
Indio, CA 92201
(760) 863-2828
(760) 863-2838 FAX
TDD (760) 863-2830

Website:harivco.org

June 27, 2025

Second Street Family LP
Attn: Tedd Cottle
14211 Yorba Street, Ste. 200
Tustin, CA 92780

RE: Initial Rent Study – HCV Project-Based Vouchers
Second Street Family Apartments
206 South Buena Vista Ave., Corona, CA 92882

Dear Michael Busse,

The Housing Authority of the County of Riverside in accordance with 24 Code of Federal Regulation (CFR) 983.301 has completed a rent comparability analysis to determine the estimated initial rents for the Project-Based Vouchers that will be utilized for the Second Street Family Apartments in Corona. The FMR Rent Cap, estimated initial contract rent, current applicable utility allowance and gross contract rent are as follows:

PBV Contract Rent Determination

Bedroom Size	***2BR***	***3BR***
Rent Requested by Owner	$2,630	$3,123
Reasonable Rent	$2,273 per AffordableHousing.com	$3,123 per AffordableHousing.com
110% of 2025 FMR eff 10/1/24	$2,536 ($2,306 + $230)	$3,386 ($3,079+307)
less EE Utility Allowance eff 7/1/25	$95	$121
FMR Rent Cap	$2,441	$3,265
The PBV Contract Rent is determined according to 24 CFR 983.301(b) and is set at the lowest of: (1) the Reasonable Rent, (2) the rent requested by the owner, or (3) the Fair Market Rent (FMR) cap minus the Utility Allowance.	**$2,273**	**$3,123**

Actual rents will be determined prior to execution of the Project-Based Voucher Program Housing Assistance Payment (HAP) Contract. If you have any questions, please feel free to contact me at (951) 343-5434.

Sincerely,

Erlan Gonzalez

Erlan Gonzalez
Principal Development Specialist

24 Code of Federal Regulations (CFR) 983.301 Determining the rent to owner.
(a) *Initial and redetermined rents.* (1) The amount of the initial and redetermined rent to owner is determined in accordance with this section and § 983.302.
(b) *Amount of rent to owner.* Except for certain tax credit units as provided in paragraph (c) of this section, **the rent to owner must not exceed the lowest of:**
(1) An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by the Secretary) for the unit bedroom size minus any utility allowance; (2) The reasonable rent; or (3) The rent requested by the owner.
(c) Rent to owner for certain tax credit units. (1) This paragraph (c) applies if: (i) A contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42); (ii) The contract unit is not located in a qualified census tract; (iii) In the same building, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and (iv) The tax credit rent exceeds the applicable fair market rental (or any exception payment standard) as determined in accordance with paragraph (b) of this section. (2) In the case of a contract unit described in paragraph (c)(1) of this section, the rent to owner must not exceed the lowest of: (i) The tax credit rent minus any utility allowance; (ii) The reasonable rent; or (iii) The rent requested by the owner. (3) The ''tax credit rent'' is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., additional assistance such as tenant-based voucher assistance). (4) A ''qualified census tract'' is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which: (i) At least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI); or (ii) Where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.
(d) Rent to owner for other tax credit units. Except in the case of a tax-credit unit described in paragraph (c)(1) of this section, the rent to owner for all other tax credit units may be determined by the PHA pursuant to paragraph (b) of this section.
(e) *Reasonable rent.* The PHA shall determine the reasonable rent in accordance with § 983.303. The rent to the owner for each contract unit may at no time exceed the reasonable rent, except in cases where, the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. If the PHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.
(ii) *Redetermination of rent to owner.* When redetermining the rent to owner, the PHA shall use the most recently published FMR and the PHA utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may use the amounts in effect at any time during the 30-day period immediately before the redetermination date.

Note: Second Street Family Apartments, located in Census Tract 417.04, is located in a Qualified Census Tract (QCT). Pursuant to 24 CFR § 983.301(c), LIHTC rent limits continue to apply. The contract rent must not exceed the lowest of the following: (1) the applicable LIHTC rent limit, (2) 110% of the Fair Market Rent (or any applicable exception payment standard approved by HUD), (3) the reasonable rent as determined by the Housing Authority, or (4) the rent requested by the owner.

24 CFR 983.302 Redetermination of rent to owner.
(a) The PHA must redetermine the rent to owner:
(1) Upon the owner's request; or (2) When there is a 10 percent decrease in the published FMR.
(b) *Rent increase.* (1) The PHA may not make any rent increase other than an increase in the rent to owner as determined pursuant to § 983.301. (Provisions for special adjustments of contract rent pursuant to 42 U.S.C. 1437f(b)(2)(B) do not apply to the voucher program.)
(2) The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to the PHA. The length of the required notice period of the owner request for a rent increase at the annual anniversary may be established by the PHA. The request must be submitted in the form and manner required by the PHA.

> *[Refer to 24 CFR 983.1, 983.2, 982.308(g)(4) The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and any such changes shall be subject to rent reasonableness requirements.]*

(3) The PHA may not approve, and the owner may not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.
(c) *Rent decrease.* (1) If there is a decrease in the rent to owner, as established in accordance with § 983.301, the rent to owner must be decreased, regardless of whether the owner requested a rent adjustment. (2) If the PHA has elected within the HAP contract to not reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner for dwelling units under the initial HAP contract, except: (i) To correct errors in calculations in accordance with HUD requirements; (ii) If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to § 983.55; or (iii) If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant.
(d) *Notice of rent redetermination.* Rent to owner is redetermined by written notice by the PHA to the owner specifying the amount of the redetermined rent (as determined in accordance with 24 CFR 983.301 and 983.302). The PHA notice of the rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.
(e) *Contract year and annual anniversary of the HAP contract.* (1) The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term. (2) The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract.
(3) See § 983.207(c) for information on the annual anniversary of the HAP contract for contract units completed in stages.

24 CFR 983.207(c) Staged completion of contract units. Even if contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

Utility Allowance Schedule

See Public Reporting and Instructions on back.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA **Housing Authority of the County of Riverside, CA**		Unit Type: **Multi-Family (Apartment)**				Date (mm/dd/yyyy) **7/1/2025**		
Utility of Service (Energy Efficient)	**Fuel Type**	**0 BR**	**1 BR**	**2 BR**	**3 BR**	**4 BR**	**5 BR**	**6 BR**
Heating	Natural Gas	$18.00	$22.00	$23.00	$25.00	$27.00	$29.00	$31.00
	Bottle Gas	$33.00	$39.00	$42.00	$45.00	$48.00	$51.00	$57.00
	Electric ***(avg)***	$13.00	$15.00	$19.00	$22.00	$26.00	$29.00	$32.00
	Fuel Oil							
Cooking	Natural Gas	$4.00	$5.00	$7.00	$9.00	$11.00	$14.00	$16.00
	Bottle Gas	$6.00	$9.00	$12.00	$15.00	$21.00	$27.00	$30.00
	Electric ***(avg)***	$7.00	$8.00	$12.00	$15.00	$19.00	$22.00	$24.00
Other Electric	***Non-SCE (avg)***	$22.00	$26.00	$36.00	$46.00	$56.00	$66.00	$72.00
Other Electric	***SCE (Monthly Credit)***	$24.00	$30.00	$45.00	$60.00	$75.00	$91.00	$99.00
Air Conditioning		$12.00	$14.00	$19.00	$24.00	$29.00	$34.00	$37.00
Water Heating	Natural Gas	$9.00	$11.00	$14.00	$20.00	$23.00	$29.00	$31.00
	Bottle Gas	$15.00	$21.00	$27.00	$36.00	$42.00	$51.00	$57.00
	Electric ***(avg)***	$15.00	$18.00	$23.00	$28.00	$33.00	$38.00	$41.00
	Fuel Oil							
Water	***(avg)(MF)***	$28.00	$29.00	$31.00	$34.00	$37.00	$40.00	$42.00
Sewer	***(avg)(MF)***	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
Trash Collection	***(avg)***	$33.00	$33.00	$33.00	$33.00	$33.00	$33.00	$33.00
Other specify: Electric Charge $27.54 (Non SCE/Non-Rev Public Monthly)		$28.00	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
Other specify: Natural Gas Charge $5.10		$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00
Other specify: Electric Charge $45.21 (Monthly (Riverside Public Utilities)		$45.00	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
Range/Microwave		$11.00	$11.00	$11.00	$11.00	$11.00	$11.00	$11.00
Refrigerator		$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00

Actual Family Allowances- May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

SECOND STREET FAMILY APARTMENTS

Number of Bedrooms

UA: 2 BR: $95, 3 BR $121

Utility/Service/Appliance	Allowance
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Other	
Range/Microwave	
Refrigerator	
Total	

adapted from form HUD-52667

FY 2025 Fair Market Rent Documentation System

The FY 2025 Riverside-San Bernardino-Ontario, CA MSA FMRs for All Bedroom Sizes

Final FY 2025 & Final FY 2024 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2025 FMR	$1,776	$1,852	$2,306	$3,079	$3,745

The Riverside-San Bernardino-Ontario, CA MSA consists of the following counties: Riverside County, CA; and San Bernardino County, CA. All information here applies to the entirety of the Riverside-San Bernardino-Ontario, CA MSA.

FY 2025 FMR EFFECTIVE 10/1/2024 THROUGH 9/30/2025

https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2025_code/2025summary.odn

The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
$1,776	$1,852	$2,306	$3,079	$3,745	$4,306	$4,868	$5,430

CALCULATE 110% OF FMR BY BEDROOM SIZE (MUST ROUND DOWN)

	0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
100% FMR	$1,776	$1,852	$2,306	$3,079	$3,745	$4,306	$4,868	$5,430
10% FMR	177	185	230	307	374	430	486	543
110% FMR	$1,953	$2,037	$2,536	$3,386	$4,119	$4,736	$5,354	$5,973

Proceed to next step of deducting utility allowance from 110% of FMR to determine FMR RENT CAP

	0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
110% FMR	$1,953	$2,037	$2,536	$3,386	$4,119	$4,736	$5,354	$5,973
Minus Utility Allowance			$95	$121				
FMR RENT CAP			$2,441	$3,265				

Attach Utility Allowance Calculation for each BR Size

Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	206 S Buena Vista Ave	404 Sierra Vista St	125 N Buena Vista Ave 2	505 W Grand Blvd
Model		2/1/0/850	2/2/0/785	2/2/0/1071
City	Corona 92882	Corona 92882	Corona 92882	Corona 92882
LOCATION				
Subdivision				
Proximity to Subject		0.22	0.16	0.33
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	Similar / Adj: $0.00
Size				
Beds/Baths/Half Baths	2/1/0	2/1/0	2/2/0	2/2/0
Sq. Ft.	939	850	785	1071
Adjustment		Similar / Adj: $0.00	Superior / Adj: -$17.28	Superior / Adj: -$68.76
TYPE				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	Similar / Adj: $0.00
AGE				
Year Built	2026	1986	1985	1970
Adjustment		Inferior / Adj: $200.00	Inferior / Adj: $195.00	Inferior / Adj: $229.50
CONDITION & QUALITY				
Rating	Above Average	Average	Average	Average
Adjustment		Inferior / Adj: $100.00	Inferior / Adj: $97.50	Inferior / Adj: $114.75
UTILITIES				
Heat	Electric / Tenant	Electric / Tenant	Electric / Owner	Electric / Tenant
Hot Water / Paid By	Electric / Tenant	Natural Gas / Owner	Natural Gas / Owner	Natural Gas / Owner
Cooking / Paid By	Electric / Tenant	Natural Gas / Tenant	Electric / Owner	Electric / Tenant
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner
Water Type / Paid By	City Water / Owner	City Water / Owner	City Water / Owner	City Water / Owner
Lights / Other Electric	Tenant	Tenant	Owner	Tenant
Adjustment		Superior / Adj: -$16.00	Superior / Adj: -$199.00	Superior / Adj: -$16.00
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	Similar / Adj: $0.00
AMENITIES				
Amenities	Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove	Washer, Dryer, Garbage Disposal, W/D Hookups, Pool, Refrigerator, Stove	Dishwasher, Garbage Disposal, Onsite Laundry, Pool, Refrigerator, Stove, Gated Community	Garbage Disposal, W/D Hookups, Refrigerator, Stove
AC	Central	Central	Central	Central
Heat	Central	Unknown	Central	Unknown
Parking	Unknown	Unknown	1 - Carport	Unknown
Exterior Features	Balcony			
Lot Size				
Adjustment		Superior / Adj: -$45.00	Superior / Adj: -$30.00	Inferior / Adj: $20.00
RENT ADJUSTMENTS				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		5/26/2025	1/16/2025	1/20/2025
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	$2,630.00	$2,000.00	$1,950.00	$2,295.00
Actual Rent				
Adjustment		$239.00	$46.22	$279.49
Adjusted Monthly Rent		$2,239.00	$1,996.22	$2,574.49

COMPARABLE BREAKDOWN

14,683	Recent comparables in jurisdiction
3,108	Similar 2 bedroom comparables in Riverside County
271	Similar 2 bedroom comparables in the City of Corona
17	Within 0.50 miles

CERTIFICATION

I (we) estimate the monthly market rent of the subject as of 06/27/2025 to be $2,274.68.

The adjusted reasonable rent range is $1,996.22 to $2,574.49.

Requested Rent Amount: $2,630.00 Rent Approved: $2,274.00.

RR Certifier Signature: *Erlan Gonzalez*

QC Certifier Signature: _____

In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Housing Authority of the County of Riverside, the requested rent of $2,630.00 IS NOT reasonable, and the approved rent of $2,274.00 IS reasonable.

Certification ID	1F2EB290-7E52-4034-98C4-E7D46F237DF3
Certification Date	2025-6-27
Version	AVM 6.1, RRC 7.0, RW5
Client Reference	
Voucher Bedroom	1
Family Name	Second Street Family
Housing Authority	Housing Authority of the County of Riverside
Certifier	Erlan Gonzalez
Utility Schedule	7/24 Riverside / Multi- Family/ Standard/ SCE
Page	1 of 2 excluding appendices.

Rent Reasonable Valuation

	Subject	Comparable 4		
Address	206 S Buena Vista Ave	404 Sierra Vista St 7		
Model		2/1/0/0		
City	Corona 92882	Corona 92882		
LOCATION				
Subdivision				
Proximity to Subject		0.22		
Adjustment		Similar / Adj: $0.00		
Size				
Beds/Baths/Half Baths	2/1/0	2/1/0		
Sq. Ft.	939	0		
Adjustment		Similar / Adj: $0.00		
TYPE				
Property Type	apartment	apartment		
Adjustment		Similar / Adj: $0.00		
AGE				
Year Built	2026	1986		
Adjustment		Inferior / Adj: $200.00		
CONDITION & QUALITY				
Rating	Above Average	Average	Average	Average
Adjustment		Inferior / Adj: $100.00		
UTILITIES				
Heat	Electric / Tenant	Electric / Tenant		
Hot Water / Paid By	Electric / Tenant	Natural Gas / Owner		
Cooking / Paid By	Electric / Tenant	Electric / Tenant		
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner		
Water Type / Paid By	City Water / Owner	City Water / Owner		
Lights / Other Electric	Tenant	Tenant		
Adjustment		Superior / Adj: -$16.00		
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash		
Adjustment		Similar / Adj: $0.00		
AMENITIES				
Amenities	Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove	Dishwasher, Garbage Disposal, Onsite Laundry, Refrigerator, Stove		
AC	Central	Central		
Heat	Central	Central		
Parking	Unknown	Unknown		
Exterior Features	Balcony			
Lot Size				
Adjustment		Inferior / Adj: $5.00		
RENT ADJUSTMENTS				
Data Source		Internet Listing		
Date Listed		4/5/2025		
Date Rented				
Listing Status		Rented		
Asking Rent	$2,630.00	$2,000.00		
Actual Rent				
Adjustment		$289.00		
Adjusted Monthly Rent		$2,289.00		

COMPARABLE BREAKDOWN	
14,683	Recent comparables in jurisdiction
3,108	Similar 2 bedroom comparables in Riverside County
271	Similar 2 bedroom comparables in the City of Corona
17	Within 0.50 miles

CERTIFICATION

I (we) estimate the monthly market rent of the subject as of 06/27/2025 to be $2,274.68.

The adjusted reasonable rent range is $1,996.22 to $2,574.49.

Requested Rent Amount: $2,630.00 Rent Approved: $2,274.00.

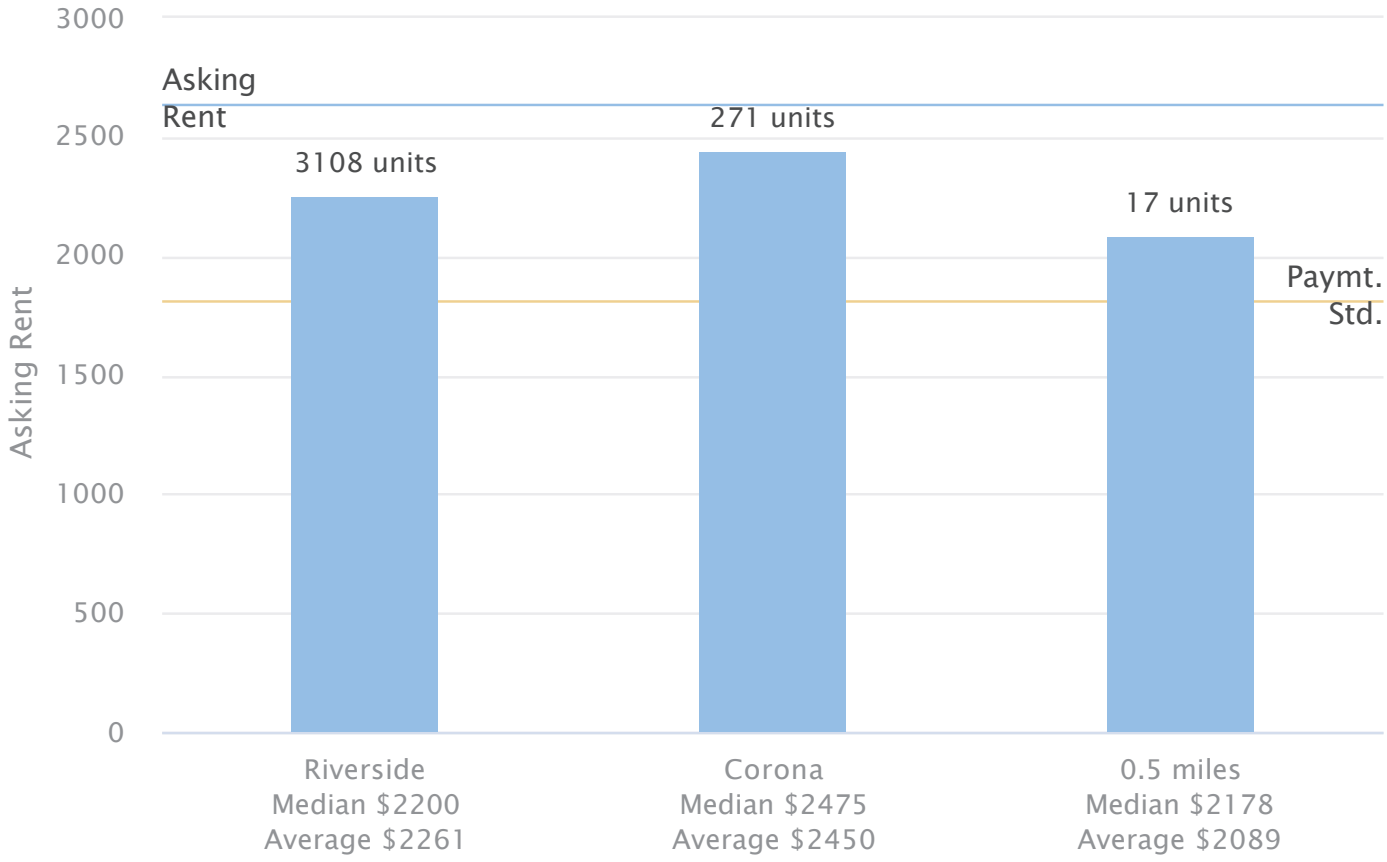
RR Certifier Signature: *Erlan Gonzalez*

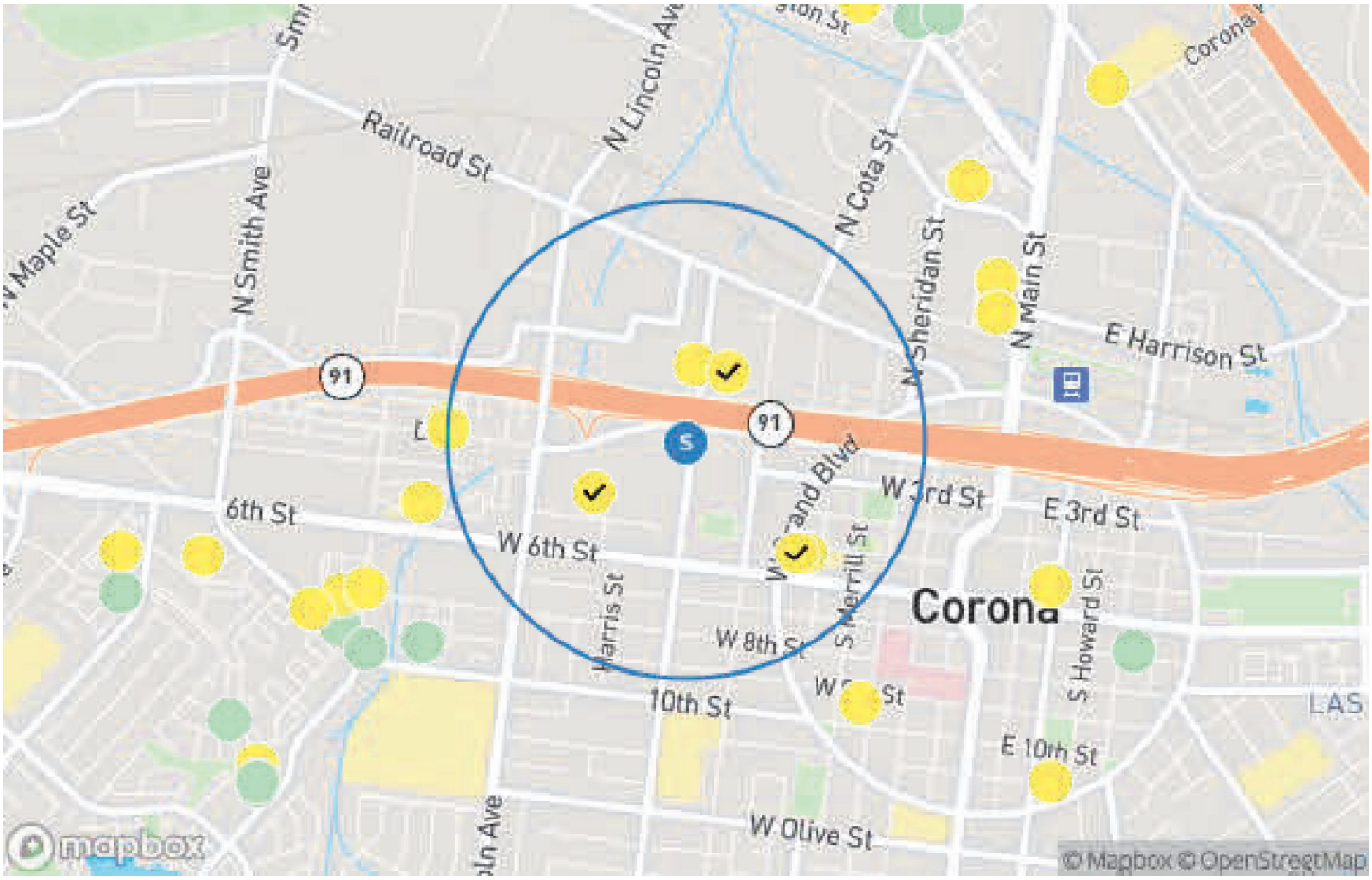
QC Certifier Signature:

In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Housing Authority of the County of Riverside, the requested rent of $2,630.00 IS NOT reasonable, and the approved rent of $2,274.00 IS reasonable.

Certification ID	1F2EB290-7E52-4034-98C4-E7D46F237DF3
Certification Date	2025-6-27
Version	AVM 6.1, RRC 7.0, RW5
Client Reference	
Voucher Bedroom	1
Family Name	Second Street Family
Housing Authority	Housing Authority of the County of Riverside
Certifier	Erlan Gonzalez
Utility Schedule	7/24 Riverside / Multi- Family/ Standard/ SCE
Page	2 of 2 excluding appendices.

Local Market Analysis





The adjusted reasonable rent range is $1,996.22 to $2,574.49.

Comparable 1:	**$2,239.00**	83.80% Somewhat Similar
Comparable 2:	**$1,996.22**	83.30% Somewhat Similar
Comparable 3:	**$2,574.49**	83.87% Somewhat Similar
Comparable 4:	**$2,289.00**	83.73% Somewhat Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:
Condition for comparable is inferior to subject ($200.00 adjustment)
Quality for comparable is inferior to subject ($100.00 adjustment)
Microwave for comparable is inferior to subject ($5.00 adjustment)
Dish washer for comparable is inferior to subject ($15.00 adjustment)
Pool for comparable is superior to subject (-$25.00 adjustment)
Laundry for comparable is superior to subject (-$40.00 adjustment)
Hot water utility for comparable is superior to subject (-$16.00 adjustment)
Gated community for comparable is unknown ($0 adjustment)
Total adjustment for this property is ($239.00)

Comparable 2:
Living area for comparable is inferior to subject ($27.72 adjustment)
Condition for comparable is inferior to subject ($195.00 adjustment)
Quality for comparable is inferior to subject ($97.50 adjustment)
Full bath count for comparable is superior to subject (-$45.00 adjustment)
Microwave for comparable is inferior to subject ($5.00 adjustment)
Pool for comparable is superior to subject (-$25.00 adjustment)
Gated community for comparable is superior to subject (-$10.00 adjustment)
Heating utility for comparable is superior to subject (-$23.00 adjustment)
Cooking utility for comparable is superior to subject (-$14.00 adjustment)
Hot water utility for comparable is superior to subject (-$16.00 adjustment)
Other electic utility for comparable is superior to subject (-$58.00 adjustment)
Cooling utility for comparable is superior to subject (-$23.00 adjustment)
Range/Stove utility for comparable is superior to subject (-$11.00 adjustment)
Refrigerator utility for comparable is superior to subject (-$12.00 adjustment)
Electric service charge for comparable is superior to subject (-$42.00 adjustment)
Total adjustment for this property is ($46.22)

Comparable 3:
Living area for comparable is superior to subject (-$23.76 adjustment)
Condition for comparable is inferior to subject ($229.50 adjustment)
Quality for comparable is inferior to subject ($114.75 adjustment)
Full bath count for comparable is superior to subject (-$45.00 adjustment)
Microwave for comparable is inferior to subject ($5.00 adjustment)
Dish washer for comparable is inferior to subject ($15.00 adjustment)
Hot water utility for comparable is superior to subject (-$16.00 adjustment)
Gated community for comparable is unknown ($0 adjustment)
Pool for comparable is unknown ($0 adjustment)
Total adjustment for this property is ($279.49)

Comparable 4:
Condition for comparable is inferior to subject ($200.00 adjustment)
Quality for comparable is inferior to subject ($100.00 adjustment)
Microwave for comparable is inferior to subject ($5.00 adjustment)
Hot water utility for comparable is superior to subject (-$16.00 adjustment)
Gated community for comparable is unknown ($0 adjustment)
Pool for comparable is unknown ($0 adjustment)
Total adjustment for this property is ($289.00)

This rent reasonable certification is based on information provided by others and/or obtained from

outside sources. No opinion, warranty, or guarantee of the reliability of the data relied upon is implied or expressed by the use of that data herein, and GOsection8.com does not warrant the correctness of the data. All Data should be verified by the RR Certifier for accuracy.

Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	
Address	206 S Buena Vista Ave	630 Savi Dr	211 W Rincon St 3-210	
Model		3/4/0/1542	3/2/0/1472	
City	Corona 92882	Corona 92878	Corona 92878	
LOCATION				
Subdivision				
Proximity to Subject		0.9	0.75	
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	
Size				
Beds/Baths/Half Baths	3/2/0	3/4/0	3/2/0	
Sq. Ft.	1115	1542	1472	
Adjustment		Superior / Adj: -$166.86	Superior / Adj: -$64.26	
TYPE				
Property Type	apartment	apartment	apartment	
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	
AGE				
Year Built	2026		2012	
Adjustment		Similar / Adj: $0.00	Inferior / Adj: $327.40	
CONDITION & QUALITY				
Rating	Above Average	Average	Average	Average
Adjustment		Inferior / Adj: $160.00	Inferior / Adj: $163.70	
UTILITIES				
Heat	Electric / Tenant	Natural Gas / Owner	Natural Gas / Owner	
Hot Water / Paid By	Electric / Tenant	Natural Gas / Owner	Natural Gas / Owner	
Cooking / Paid By	Electric / Tenant	Natural Gas / Owner	Natural Gas / Owner	
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner	
Water Type / Paid By	City Water / Owner	City Water / Owner	City Water / Owner	
Lights / Other Electric	Tenant	Tenant	Tenant	
Adjustment		Superior / Adj: -$56.00	Superior / Adj: -$56.00	
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash	
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	
AMENITIES				
Amenities	Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Pool, Refrigerator, Stove, Gated Community	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Pool, Refrigerator, Stove, Gated Community, Security System	
AC	Central	Central	Central	
Heat	Central	Unknown	Central	
Parking	1 Covered Space	1 - Carport	1 - Carport	
Exterior Features	Balcony			
Lot Size				
Adjustment		Superior / Adj: -$60.00	Superior / Adj: -$65.00	
RENT ADJUSTMENTS				
Data Source		Internet Listing	Internet Listing	
Date Listed		8/9/2024	4/14/2025	
Date Rented				
Listing Status		Rented	Rented	
Asking Rent	$3,123.00	$3,200.00	$3,274.00	
Actual Rent				
Adjustment		($122.86)	$305.84	
Adjusted Monthly Rent		$3,077.14	$3,579.84	

COMPARABLE BREAKDOWN

14,683	Recent comparables in jurisdiction
1,318	Similar 3 bedroom comparables in Riverside County
125	Similar 3 bedroom comparables in the City of Corona
14	Within 1.00 miles

CERTIFICATION

I (we) estimate the monthly market rent of the subject as of 06/27/2025 to be $3,328.49.

The adjusted reasonable rent range is $3,077.14 to $3,579.84.

Requested Rent Amount: $3,123.00 Rent Approved: $3,123.00.

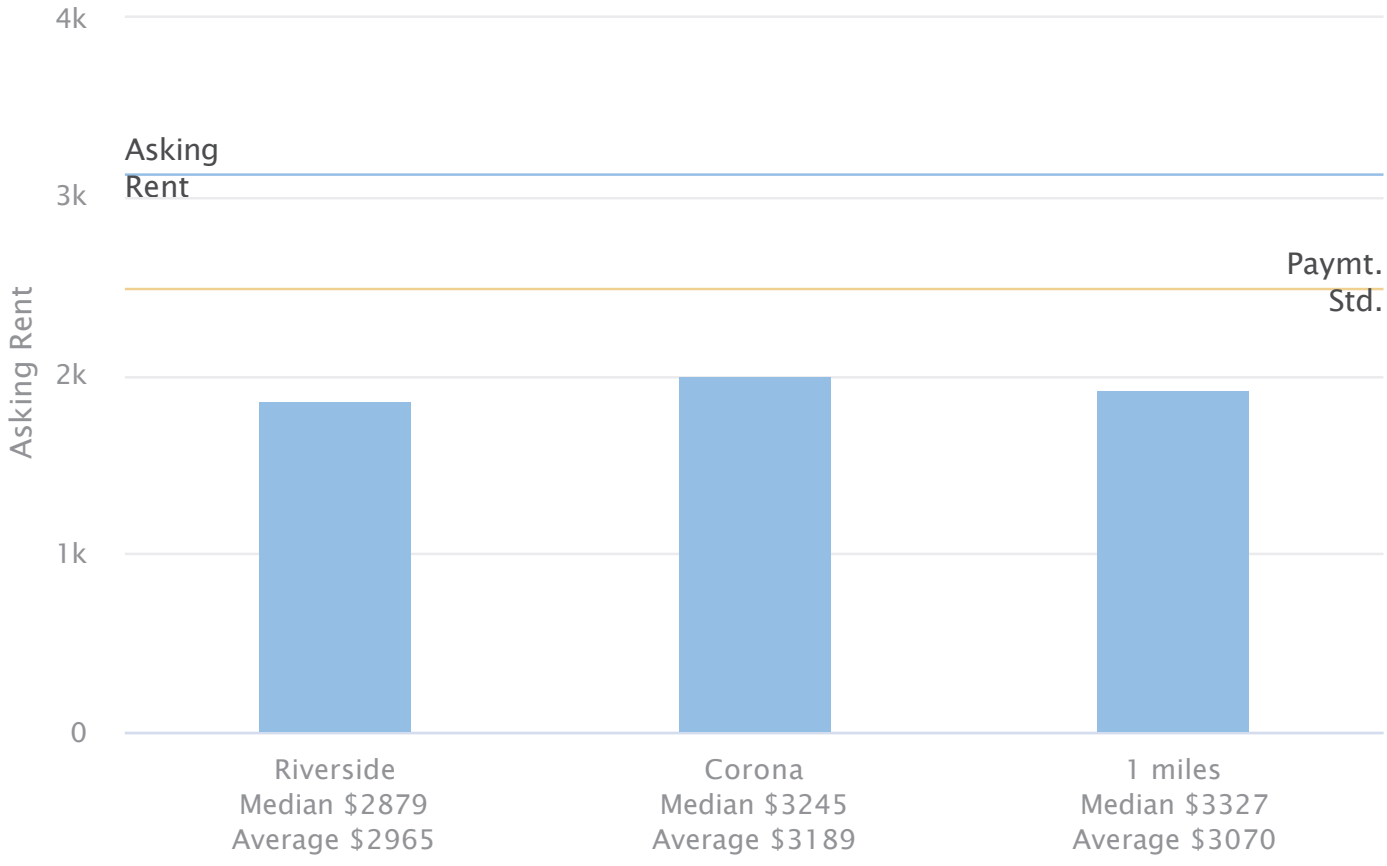
RR Certifier Signature: *Erlan Gonzalez*

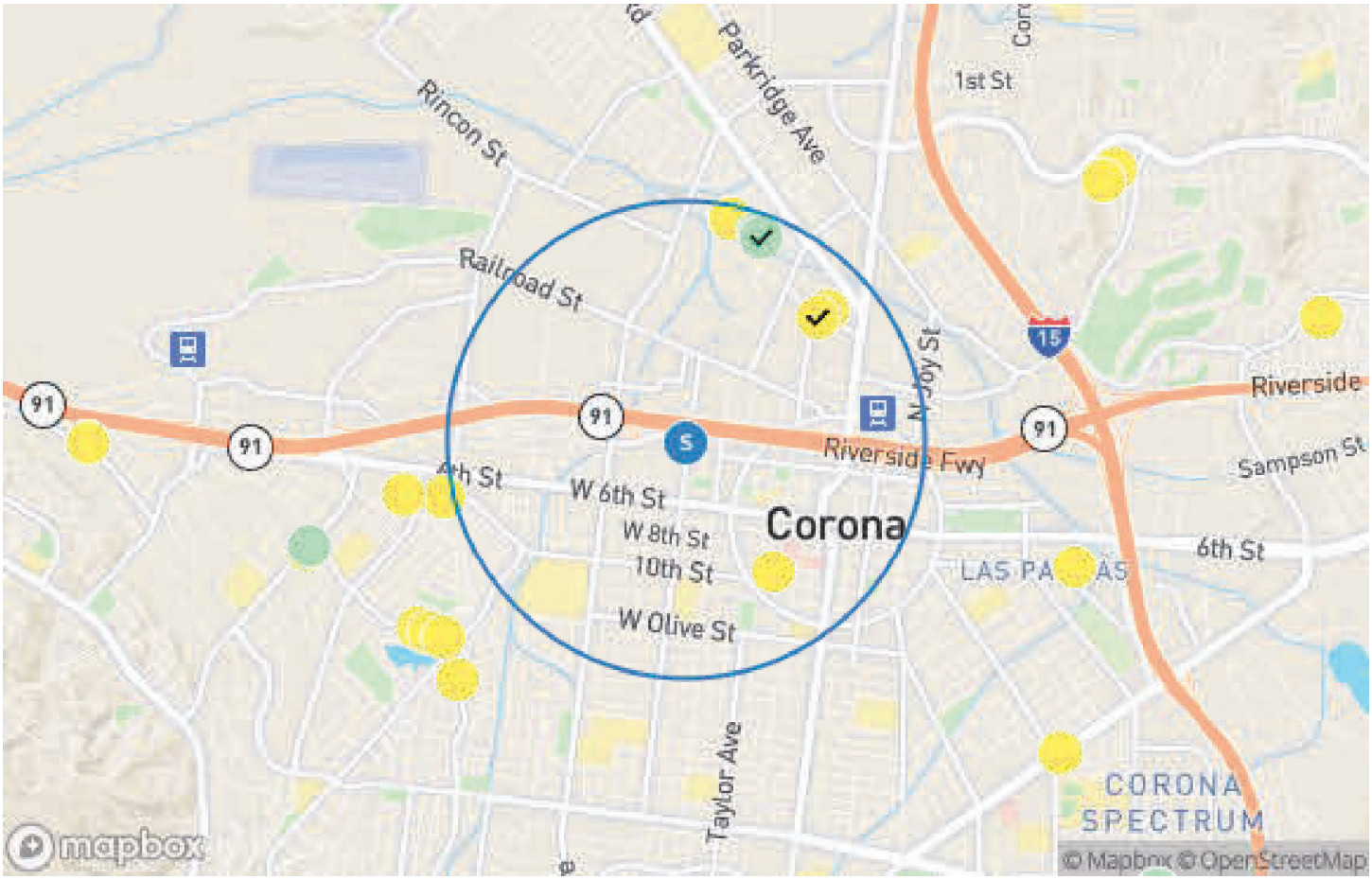
QC Certifier Signature:

In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Housing Authority of the County of Riverside, the requested rent of $3,123.00 IS reasonable, and the approved rent of $3,123.00 IS reasonable.

Certification ID	FF48F499-5722-4805-B89A-20C3E7AA1986
Certification Date	2025-6-27
Version	AVM 6.1, RRC 7.0, RW5
Client Reference	
Voucher Bedroom	1
Family Name	Second Street Family
Housing Authority	Housing Authority of the County of Riverside
Certifier	Erlan Gonzalez
Utility Schedule	7/24 Riverside / Multi- Family/ Standard/ SCE
Page	1 of 1 excluding appendices.

Local Market Analysis





The adjusted reasonable rent range is $3,077.14 to $3,579.84.

Comparable 1: **$3,077.14** 93.65% Very Similar

Comparable 2: **$3,579.84** 85.05% Somewhat Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:
Living area for comparable is superior to subject (-$76.86 adjustment)
Quality for comparable is inferior to subject ($160.00 adjustment)
Full bath count for comparable is superior to subject (-$90.00 adjustment)
Microwave for comparable is inferior to subject ($5.00 adjustment)
Pool for comparable is superior to subject (-$25.00 adjustment)
Laundry for comparable is superior to subject (-$40.00 adjustment)
Heating utility for comparable is superior to subject (-$27.00 adjustment)
Cooking utility for comparable is superior to subject (-$9.00 adjustment)
Hot water utility for comparable is superior to subject (-$20.00 adjustment)
Total adjustment for this property is (-$122.86)

Comparable 2:
Living area for comparable is superior to subject (-$64.26 adjustment)
Condition for comparable is inferior to subject ($327.40 adjustment)
Quality for comparable is inferior to subject ($163.70 adjustment)
Pool for comparable is superior to subject (-$25.00 adjustment)
Laundry for comparable is superior to subject (-$40.00 adjustment)
Heating utility for comparable is superior to subject (-$27.00 adjustment)
Cooking utility for comparable is superior to subject (-$9.00 adjustment)
Hot water utility for comparable is superior to subject (-$20.00 adjustment)
Total adjustment for this property is ($305.84)

This rent reasonable certification is based on information provided by others and/or obtained from outside sources. No opinion, warranty, or guarantee of the reliability of the data relied upon is implied or expressed by the use of that data herein, and GOsection8.com does not warrant the correctness of the data. All Data should be verified by the RR Certifier for accuracy.

C&C Development

Request for Reasonable Rent Study

Developer Name: Second Street Family LP (C&C Development Co., LLC)
Developer Address: 14211 Yorba Street Ste. 200, Tustin, CA 92780
Developer Contact Todd Cottle
Developer Phone: 714-714-0600 Developer Email: todd@c-cdev.com
Project Name: Corona Second Street Family Apartments
Project Address: South West corner of West Second Street and South Buena Vista Avenue

New Construction or Existing: New Construction

Standard Utility Allowance or Energy Efficient? Energy Efficient
If energy efficient (EE), must attach proof that you have been approved to use the EE allowance by the Housing Authority.

Number of units: 115 Number of Project Based Vouchers: 8 (3 Two BR, 5 Three BR)

Rent Requested by Owner:

- One BR: $_____
- Two BR: $ 2,630 per the market study
- Three BR: $ 3,123 per the market study
- Four BR: $_____
- Other:_____: $_____

Square Footage of Units and number of bathrooms (full/half):

One BR:_____	SQ FT	# Bathrooms_____	Half or Full: _____
Two BR: 939	SQ FT	# Bathrooms_____1	Half or Full: Full
Three BR: 1,115	SQ FT	# Bathrooms_____2	Half or Full: Full
Four BR:_____	SQ FT	# Bathrooms_____	Half or Full: _____
Other:_____	SQ FT	# Bathrooms_____	Half or Full: _____

Utilities and who responsible (Owner or Tenant):

- Electric Service Provider: SCE or non-SCE? Who pays? Owner or Tenant? SCE, Tenant Pays
- Is heating gas or electric? Electric Who pays? Owner or Tenant? Tenant
- Is the unit heated by Hydronic Heat? No
- Is water heating gas or electric? Electric Who pays? Owner or Tenant? _____
- Is Stove gas or electric? Electric Who pays? Owner or Tenant? Tenant
- Who provides the Stove? Owner Who provides the Refrigerator? Owner Is a microwave provided? No
- Who pays for Water? Owner
- Who pays for Sewer? Owner
- Who pays for Trash? Owner

Amenities:

- Is there a garbage disposal? Yes Does/Will the unit have a dishwasher? Yes
- Does/Will the unit have ceiling fans? No, Central Air
- Does/Will the units have washer and dryer hookups? No Is a washer or dryer provided? Common W/D

C&C Development

Does/Will the property have an on-site laundry room? Yes
Does/Will the units have a covered parking space? Yes Is the property gated? Yes
Does/Will the property have a swimming pool? Yes Does Owner provide Pest Control? Yes Lawn Care? Yes
Any other amenities? If so, please list? Private patio/balcony, central air, exercise facility, BBQ Pavillion, community room operated by the Corona Norco YMCA.

Developer Signature: _____ Date: 6/3/2025

AHAP - EXHIBIT B

(Description of work to be performed under this Agreement and Drawings.)

Second Street Family Project Description

The Second Street Family Apartments is a creative affordable housing development located at the southwest corner of Second Street and Buena Vista Avenue in the City of Corona. The project is situated on a 3.64-acre parcel of land .

The development will feature 115 affordable rental units designed to serve households earning between 30% and 70% of the Area Median Income (AMI) for Riverside County. The unit mix includes 6 studios, 18 one-bedroom units, 46 two-bedroom units, and 45 three-bedroom units, along with one manager's unit.

Architecturally, the project reflects a contemporary Southern California vernacular with influences from Mission Revival and Craftsman styles. The buildings feature stucco exteriors, arched entries, tile roofing elements, recessed balconies, and large windows that provide abundant natural light. The site layout includes four residential buildings organized around a central open space that offers both active and passive recreational areas, including a pool. These outdoor spaces, totaling over 37,000 square feet, create a peaceful buffer from the surrounding streets and enhance the sense of community. Additional amenities include a community building, leasing office, laundry facilities, BBQ pavilion, lawn games area, and drought-tolerant landscaping.

The project's location offers exceptional access to community resources. Residents will be within walking distance of a grocery store, public transit, retail centers, Corona City Hall, and the Corona-Norco Adult Education Center. This proximity supports daily living, education, and civic engagement.

SECOND STREET FAMILY LP

PROJECT SUMMARY:

APPLICANT
SECOND STREET FAMILY LP
14211 YORBA STREET, SUITE 200
TUSTIN, CA. 92780
714-288-7600

DEVELOPMENT TEAM
C&C DEVELOPMENT
14211 YORBA STREET, SUITE 200
TUSTIN, CA. 92780
714-288-7600

ARCHITECT
IDEArc ARCHITECTURE & PLANNING
17848 SKY PARK CIRCLE, SUITE D
IRVINE, CA. 92614
949-387-4530
EMAIL: VANCEG@IDEARC-AP.COM

LANDSCAPE ARCHITECT
C2 COLLABORATIVE
100 AVENIDA MIRAMAR
SAN CLEMENTE, CA 92672
949-366-6624
EMAIL: CFORTUNATO@C2COLLABORATIVE.COM

CIVIL ENGINEER
FUSCOE ENGINEERING
600 WILSHIRE BLVD. STE 1470
LOS ANGELES, CA 90017
213-988-8802
EMAIL: SSHIRLOCK@FUSCOE.COM

SITE INFO:

LOCATION
APN: 118-270-053, 118-270-055, 118-270-051

EXISTING ZONING / LAND USE
MP, R3 / HDR (HIGH DENSITY RESIDENTIAL: 15 – 36 DU/AC)

EXISTING USE
VACANT

PROPOSED ZONING
R3

DENSITY
33.24 DU/AC

SITE AREA
150,683.5 SQ.FT. (3.46 ACRES)
APARTMENT BLDG AREA: 153,205.2 SQ.FT.
TOTAL BUILDING AREA: 154,515.6 SQ.FT.

FAR/COVERAGE
TOTAL FLOOR AREA: 154,515.6 SQ.FT.
BUILDABLE AREA: 3.46 ACRES = 35%

PROPOSED USE:

BUILDING TYPE
APARTMENT BUILDINGS
BLDG 1 - (15 - PLEX)
BLDG 2 - (45 - PLEX)
BLDG 3 - (26 - PLEX)
BLDG 4 - (29 - PLEX)

POOL / MULTIPURPOSE BLDG

OCCUPANCY GROUPS

UNITS	R-2
LEASING	B
COM RM	A-2
LAUNDRY	R-2
POOL RRS	R-2
GARAGES	U

CONSTRUCTION TYPE
V-A

FIRE SUPPRESSION
NFPA 13R @ R-2 AREAS
NFPA 13 @ A-2 AREAS

NUMBER OF UNITS

TOTAL	115
1 BED	18
2 BED	46
3 BED	45
STUDIO	6

PARKING PROVIDED

TOTAL:	154
GARAGE	33
STANDARD	121
ADA	18
EVCS	13

PARKING RATIO
1.34 (STALLS) : 1 (UNITS)

OPEN SPACE

PUBLIC	28,073.7 SF	(19%)
PRIVATE	9,521.5 SF	(6%)
TOTAL	37,595.2 SF	(25%)

SHEET INDEX:

ARCHITECTURAL

A00	PERSPECTIVES VIEWS
A01	SITE PLAN
A01a	OPEN SPACE PLAN
A01b	PRELIMINARY FIRE MASTER PLAN
A01c	LADDER PAD SECTIONS
A01d	EXISTING BUS STOP LOCATIONS WITHIN ½ MILE OF PROJECT SITE
A02	BLDG 1 FLOOR PLANS
A03	BLDG 1 FLOOR & ROOF PLAN
A04	BLDG 1 ELEVATIONS
A05	BLDG 2 1ST FLOOR PLAN
A06	BLDG 2 2ND FLOOR PLAN
A07	BLDG 2 3RD FLOOR PLAN
A08	BLDG 2 ROOF PLAN
A09	BLDG 2 ELEVATIONS
A10	BLDG 2 ELEVATIONS
A11	BLDG 3 FLOOR PLANS
A12	BLDG 3 FLOOR & ROOF PLAN
A13	BLDG 3 ELEVATIONS
A14	BLDG 4 FLOOR PLANS
A15	BLDG 4 FLOOR & ROOF PLAN
A16	BLDG 4 ELEVATIONS
A17	UNIT PLANS
A18	AMENITY PLANS
A19	POOL BUILDING PLAN
A20	TRASH ENCLOSURE
A21	TRASH ENCLOSURE
A22	ADDRESSING/LEASING PLAN

LANDSCAPE

L.1	COVER SHEET
L.2	LANDSCAPE SITE PLAN
L.3	LANDSCAPE SITE PLAN
L.4	WALL AND FENCE PLAN
L.5	WALL AND FENCE PLAN
L.6	WALL AND FENCE CONDITIONS
L.7	PLANTING PLAN
L.8	PLANTING PLAN
L.9	PLANTING PALETTE, GENERAL NOTES & MWELO CALCS.

CIVIL

C1	TECHNICAL SITE PLAN
C2	CONCEPTUAL GRADING
C3	CONCEPTUAL UTILITIES
C4	SECTIONS & DETAILS
C5	CONCEPTUAL GRADING

NOTES:

- BUILDING(S) SHALL NOT BE CONSTRUCTED ACROSS PROPERTY LINE(S) WITHOUT APPROVAL OF THE BUILDING OFFICIAL
- ALL PROJECTS SHALL COMPLY WITH THE CITY OF CORONA FIRE DEPARTMENT SITE CONSTRUCTION STANDARD. A COPY OF WHICH IS AVAILABLE AT THE CORONACA.GOV. PROJECTS SHALL HAVE APPROVED ALL WEATHER ACCESS FROM TWO (2) DIRECTIONS AND FIRE HYDRANTS PROVIDING THE REQUIRED FIRE FLOW TESTED AND ACCEPTED PRIOR TO COMBUSTIBLE CONSTRUCTION.
- CONSTRUCTION ACTIVITY SHALL NOT OCCUR BETWEEN THE HOURS OF 8:00PM TO 7:00AM, MONDAY THRU SUNDAY AND 6:00PM TO 10:00AM ON SUNDAY AND FEDERAL HOLIDAYS.
- ROOFING MATERIAL SHALL BE CLASS A.
- WALLS AND FLOORS SEPARATING DWELLING UNITS IN THE SAME BUILDING SHALL NOT BE LESS THAN 1-HOUR FIRE RESISTIVE CONSTRUCTION.
- PRIVATE ON-SITE FIRE HYDRANTS SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA STANDARDS 24 AND 13 AND CITY STANDARDS. PRIVATE FIRE HYDRANTS SHALL BE PAINTED RUSTOLEUM RED OR EQUIVALENT. PLANS SHALL BE SUBMITTED SEPARATELY AS AN UNDERGROUND FIRELINE THROUGH THE BUILDING DEPARTMENT FOR REVIEW AND APPROVAL.
- SMOKE DETECTORS AND/OR CARBON MONOXIDE DETECTORS SHALL BE INSTALLED PER THE CALIFORNIA BUILDING, FIRE AND RESIDENTIAL CODE.
- AT NO TIME SHALL FIRE HYDRANTS OR FIRE LANES BE BLOCKED BY BUILDING MATERIALS, STORAGE, EQUIPMENT, AND/OR VEHICLES.
- RESIDENTIAL FIRE SPRINKLERS SHALL BE INSTALLED PER CALIFORNIA FIRE AND RESIDENTIAL CODE, AND NFPA 13.
- MONUMENT SIGNS PROPOSED WITHIN MEDIANS AND ALONG MAIN PROJECT ENTRANCES SHALL BE IN COMPLIANCE WITH VISIBILITY CLEARANCES PER SECTION 17.70.030 TO 17.70.050 OF THE CMC AND HEIGHT AND SIGN AREA REQUIREMENTS OF CHAPTER 17.74 OF THE CMC.

DEFERRED SUBMITTALS:

- FIRE SPRINKLERS
- FIRE ALARMS
- TRUSSES
- SOLAR

NTS

SECOND STREET FAMILY LP

CORONA, CA

June 3, 2024

PERSPECTIVE VIEWS

A00

ORANGE HOUSING DEVELOPMENT CORPORATION
Improving the Quality of Life

IDEArc
ARCHITECTURE + PLANNING

17848 SKY PARK CIRCLE, SUITE D
IRVINE, CA 92614
949.336.6056

C&C Development

PP2023-0010

PROJECT SUMMARY

PARKING:

BLDG 1:	11	GARAGE STALLS (1 ADA)
BLDG 4:	22	GARAGE STALLS (2 ADA)
SITE:	121	STALLS
	90	STANDARD STALLS
	18	ACCESSIBLE
	13	EV
TOTAL:	154	STALLS
RATIO:	1.34:1	

UNIT COUNT:

BLDG 1 (15-PLEX):

UNIT 2 (2 BED):	5	UNITS	
UNIT 3 (3 BED):	10	UNITS	

BLDG 2 (45-PLEX):

UNIT 1 (1 BED):	3	UNITS	
UNIT 2 (2 BED):	15	UNITS	
UNIT 3 (3 BED):	21	UNITS	
UNIT 4 (0 BED):	6	UNITS	

BLDG 3 (26-PLEX):

UNIT 1 (1 BED):	15	UNITS	
UNIT 2 (2 BED):	5	UNITS	
UNIT 3 (3 BED):	6	UNITS	

BLDG 4 (29-PLEX):

UNIT 2 (2 BED):	21	UNITS	
UNIT 3 (3 BED):	8	UNITS	
UNIT 1 (1 BED):	18	UNITS	
UNIT 2 (2 BED):	46	UNITS	
UNIT 3 (3 BED):	45	UNITS	
UNIT 4 (0 BED):	6	UNITS	
TOTAL:	115	UNITS	

AREA CALCULATIONS:

TOTAL SITE AREA:
150,683.5 SQ FT (3.46 ACRES)
33.24 DU/AC

APARTMENT BLDG AREA:

BLDG 1 (15-PLEX):	23,407.5 S.F.
BLDG 2 (45-PLEX):	53,263.6 S.F.
BLDG 3 (26-PLEX):	32,586.2 S.F.
BLDG 4 (29-PLEX):	43,947.9 S.F.
TOTAL:	153,205.2 S.F.

POOL/ MULTIPURPOSE: 1,310.4 S.F.
TOTAL BLDG AREA: 154,515.6 S.F.

UNIT 1 (1 BED)
UNIT 2 (2 BED)
UNIT 3 (3 BED)
UNIT 4 (STUDIO - 0 BED)
ACCESSIBLE PATH OF TRAVEL
COMMUNITY ROOM (2,148 SQ.FT.)
MAIL (203 SQ.FT.)
LAUNDRY (942 SQ.FT.)
LEASE OFFICE (1,170 SQ.FT.)
4-FOOT DEDICATION

MULTIPLE FAMILY USE	CMC 17.76.030	CMC REQ.	PROVIDED
a. Studio/single bed unit	a. 2 covered spaces/unit, + 1 uncovered guest space/5 units	52.8	32
b. Two bed unit	b. 2 covered spaces/unit, + 1 uncovered guest space/5 units	101.2	62
c. Three + bed unit	c. 2 covered + 1 uncovered spaces/unit, + 1 uncovered guest space/5 units	144	60
Total		298	154

DENSITY BONUS	GOV S 65915 (p)(1)	SDB REQ.	PROVIDED
Studio or single bed unit	1 spaces per unit	24	32
Two & Three bed unit	1.5 spaces per unit	137	122
Four or more bed unit	2.5 spaces per unit	NA	NA
Total		161	154

CODE DEVELPOMENT STANDARDS

	REQ.	PROPOSED
CMC SECTION 17		
FRONT SETBACK (BUENA VISTA AVE)	25 FT	RANGING FROM 5' CORNER TO 10'
INTERIOR SIDE YARDS (3-STORY)	10 FT MIN.	1'-8 1/4" FROM LANDSCAPED SETBACK
STREET SIDE YARD (2ND STREET)	15 FT	RANGING FROM 4.5' TO 8.5'
REAR YARD (ADJ. PSH PROJECT)	10 FT	3' FROM LANDSCAPED SETBACK
MAX BUILDING HEIGHT (17.66.020)	40 FT	
BLDG 1	40 FT	36'-6 3/8"
BLDG 2	40 FT	39'-7 1/8"
BLDG 3	40 FT	38'-6 3/4"
BLDG 4	40 FT	36'-6 1/4"
MAX LOT COVERAGE	60%	35%
COMMON OPEN SPACE (17.24.220 - 200 sq.ft. per unit)	23,000.0	26,581.3
PRIVATE OPEN SPACE (25% of common or 50 sq.ft. per unit)	5,750.0	9,786.7
STORAGE (PER UNIT)	100 CU.FT.	100 CU.FT. MIN
ZONE	MP	R-3
BLDG & COURT DISTANCES (17.24.100.c)		
FRONT	20 FT	15 FT
SIDE	10 FT	10 FT
REAR	10 FT	10 FT
MIN LANDSCAPED AREA (PER CH 17.70)	10 % WITHIN PARKING AREA	21%

PARKING TABULATION

ACCESSIBLE SPACE CALCULATIONS

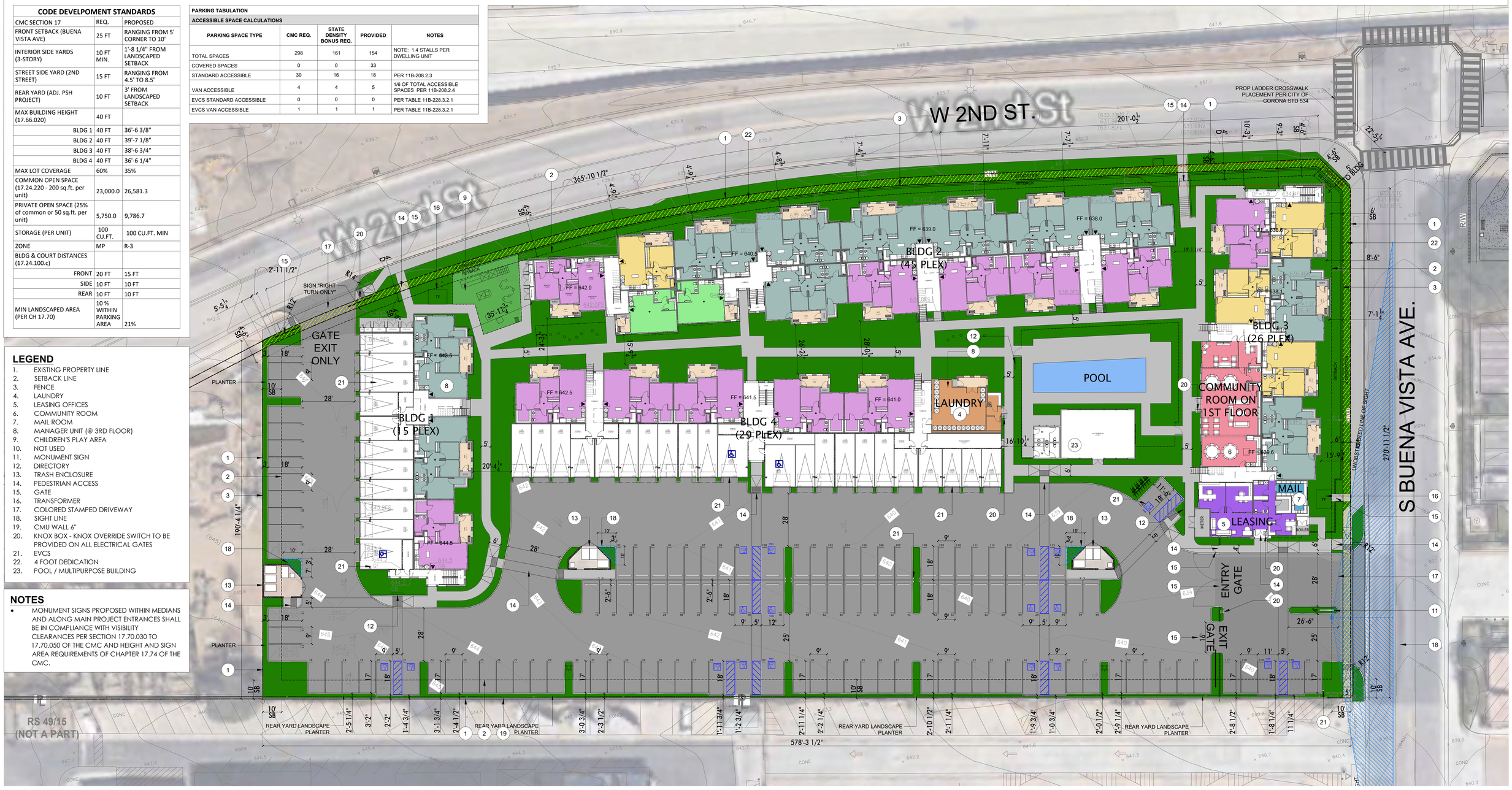
PARKING SPACE TYPE	CMC REQ.	STATE DENSITY BONUS REQ.	PROVIDED	NOTES
TOTAL SPACES	298	161	154	NOTE: 1.4 STALLS PER DWELLING UNIT
COVERED SPACES	0	0	33	
STANDARD ACCESSIBLE	30	16	18	PER 11B-208.2.3
VAN ACCESSIBLE	4	4	5	1/6 OF TOTAL ACCESSIBLE SPACES PER 11B-208.2.4
EVCS STANDARD ACCESSIBLE	0	0	0	PER TABLE 11B-228.3.2.1
EVCS VAN ACCESSIBLE	1	1	1	PER TABLE 11B-228.3.2.1

LEGEND

1. EXISTING PROPERTY LINE
2. SETBACK LINE
3. FENCE
4. LAUNDRY
5. LEASING OFFICES
6. COMMUNITY ROOM
7. MAIL ROOM
8. MANAGER UNIT (@ 3RD FLOOR)
9. CHILDREN'S PLAY AREA
10. NOT USED
11. MONUMENT SIGN
12. DIRECTORY
13. TRASH ENCLOSURE
14. PEDESTRIAN ACCESS
15. GATE
16. TRANSFORMER
17. COLORED STAMPED DRIVEWAY
18. SIGHT LINE
19. CMU WALL 6"
20. KNOX BOX - KNOX OVERRIDE SWITCH TO BE PROVIDED ON ALL ELECTRICAL GATES
21. EVCS
22. 4 FOOT DEDICATION
23. POOL / MULTIPURPOSE BUILDING

NOTES

- MONUMENT SIGNS PROPOSED WITHIN MEDIANS AND ALONG MAIN PROJECT ENTRANCES SHALL BE IN COMPLIANCE WITH VISIBILITY CLEARANCES PER SECTION 17.70.030 TO 17.70.050 OF THE CMC AND HEIGHT AND SIGN AREA REQUIREMENTS OF CHAPTER 17.74 OF THE CMC.



1" = 20'-0"

SECOND STREET FAMILY LP

CORONA, CA

June 24, 2024

ARCHITECTURAL SITE PLAN

A01

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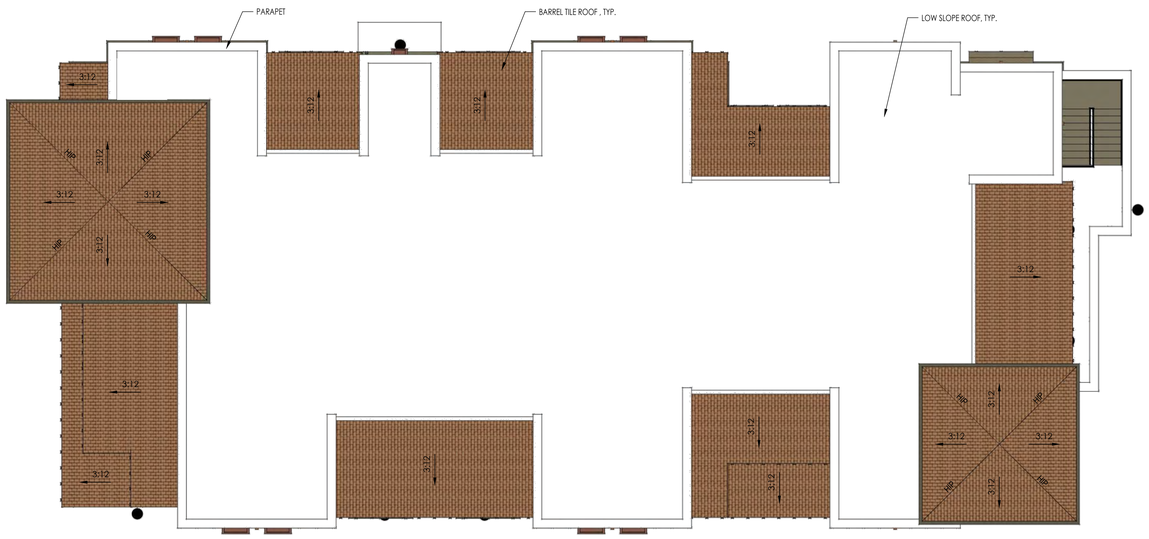

ROOF PLAN
BLDG 1

	1st Floor	2nd Floor	3rd Floor	Total	Balcony/Patio
Unit 1 (1 BED)	0	0	0	0	-
Unit 2 (2 BED)	1	2	2	5	443.0
Unit 3 (3 BED)	2	4	4	10	905.0
Unit 4 (STUDIO)	0	0	0	0	-
				15	1,348.0

3RD FLOOR
BLDG 1

REFER TO SHEET A.17 "UNIT PLANS" FOR SPECIFICS

1/8" = 1'-0"

SECOND STREET FAMILY LP

CORONA, CA

June 3, 2024

BUILDING PLAN

A03

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PP2023-0010

	1st Floor	2nd Floor	3rd Floor	Total	Balcony/Patio
Unit 1 (1 BED)	1	1	1	3	222.9
Unit 2 (2 BED)	5	5	5	15	1,329.0
Unit 3 (3 BED)	7	7	7	21	1,900.5
Unit 4 (STUDIO)	2	2	2	6	262.8
				45	3,715.2

GROUND FLOOR

BLDG 2

REFER TO SHEET A17 "UNIT PLANS" FOR SPECIFICS

1/8" = 1'-0"

SECOND STREET FAMILY LP

CORONA, CA

BUILDING PLAN

June 3, 2024

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A05

PP2023-0010

	1st Floor	2nd Floor	3rd Floor	Total	Balcony/Patio
Unit 1 (1 BED)	1	1	1	3	222.9
Unit 2 (2 BED)	5	5	5	15	1,329.0
Unit 3 (3 BED)	7	7	7	21	1,900.5
Unit 4 (STUDIO)	2	2	2	6	262.8
				45	3,715.2

2ND FLOOR

BLDG 2

REFER TO SHEET A17 "UNIT PLANS" FOR SPECIFICS

1/8" = 1'-0"

SECOND STREET FAMILY LP

CORONA, CA

BUILDING PLAN

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A06

	1st Floor	2nd Floor	3rd Floor	Total	Balcony/Patio
Unit 1 (1 BED)	1	1	1	3	222.9
Unit 2 (2 BED)	5	5	5	15	1,329.0
Unit 3 (3 BED)	7	7	7	21	1,900.5
Unit 4 (STUDIO)	2	2	2	6	262.8
				45	3,715.2

3RD FLOOR

BLDG 2

REFER TO SHEET A17 "UNIT PLANS" FOR SPECIFICS

1/8" = 1'-0"

SECOND STREET FAMILY LP

CORONA, CA

BUILDING PLAN

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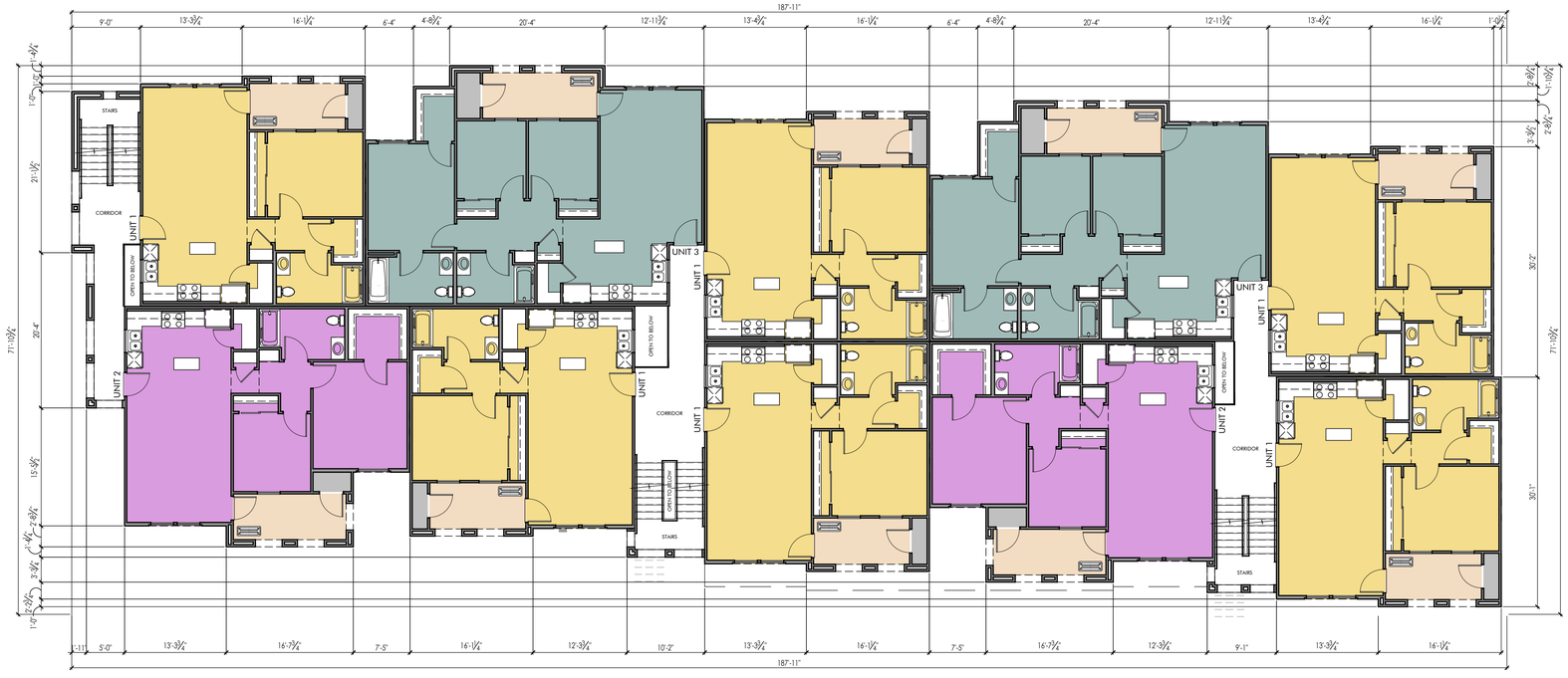
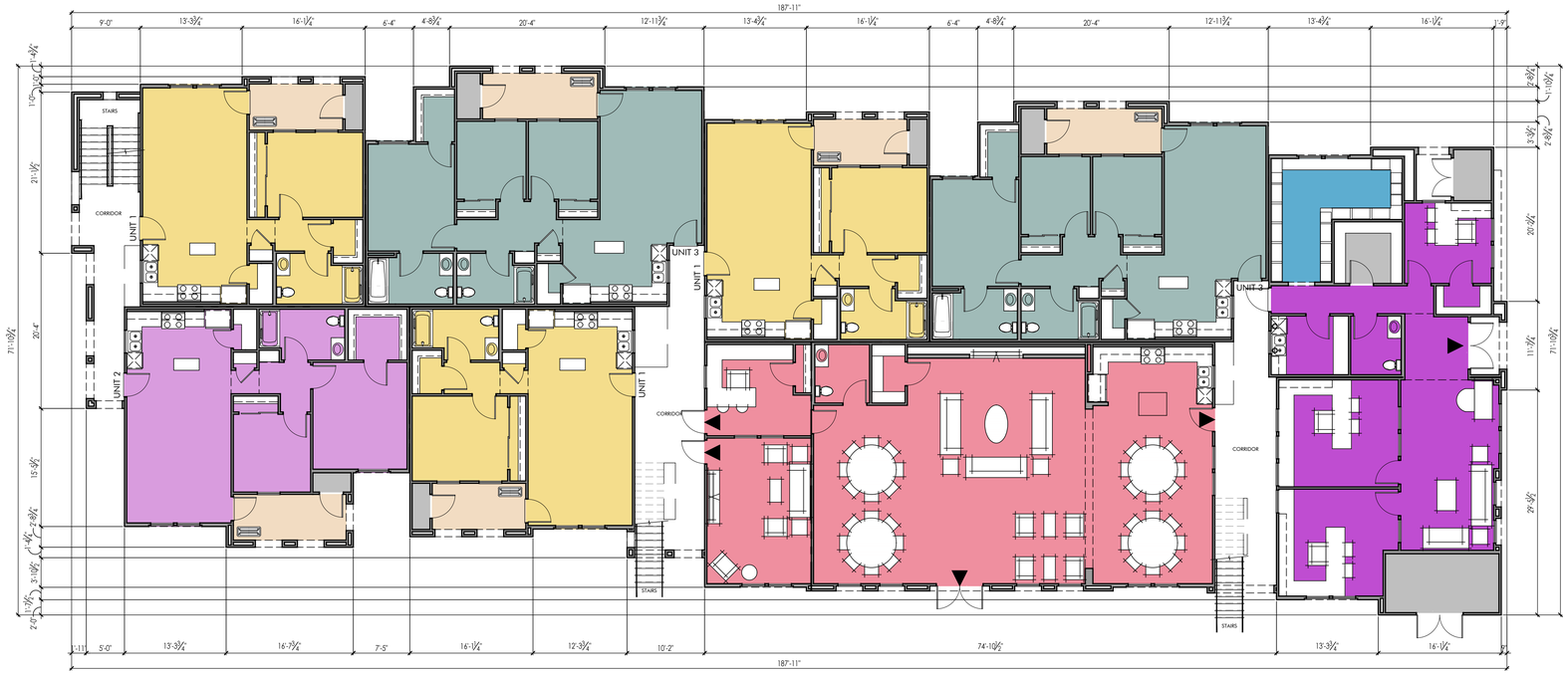


2ND FLOOR
BLDG 3

REFER TO SHEET A17 "UNIT PLANS" FOR SPECIFICS



GROUND FLOOR
BLDG 3

REFER TO SHEET A17 "UNIT PLANS" FOR SPECIFICS

	1st Floor	2nd Floor	3rd Floor	Total	Balcony/Patio
Unit 1 (1 BED)	3	6	6	15	1,114.5
Unit 2 (2 BED)	1	2	2	5	443.0
Unit 3 (3 BED)	2	2	2	6	543.0
Unit 4 (STUDIO)	0	0	0	0	-
				26	2,100.5

1/8" = 1'-0"

SECOND STREET FAMILY LP

CORONA, CA

June 3, 2024

BUILDING PLAN

A11

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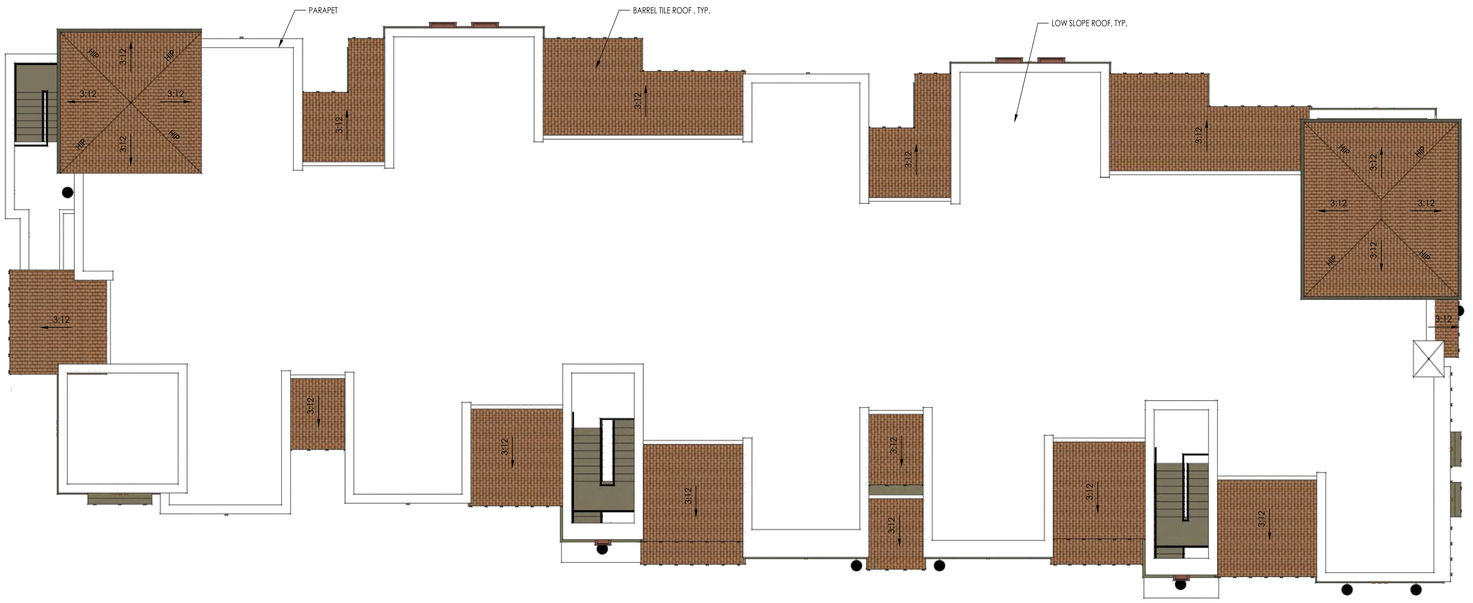

ROOF PLAN
BLDG 3

3RD FLOOR
BLDG 3

REFER TO SHEET A17 "UNIT PLANS" FOR SPECIFICS

	1st Floor	2nd Floor	3rd Floor	Total	Balcony/Patio
Unit 1 (1 BED)	3	6	6	15	1,114.5
Unit 2 (2 BED)	1	2	2	5	443.0
Unit 3 (3 BED)	2	2	2	6	543.0
Unit 4 (STUDIO)	0	0	0	0	-
				26	2,100.5

1/8" = 1'-0"

SECOND STREET FAMILY LP

CORONA, CA

June 3, 2024

BUILDING PLAN

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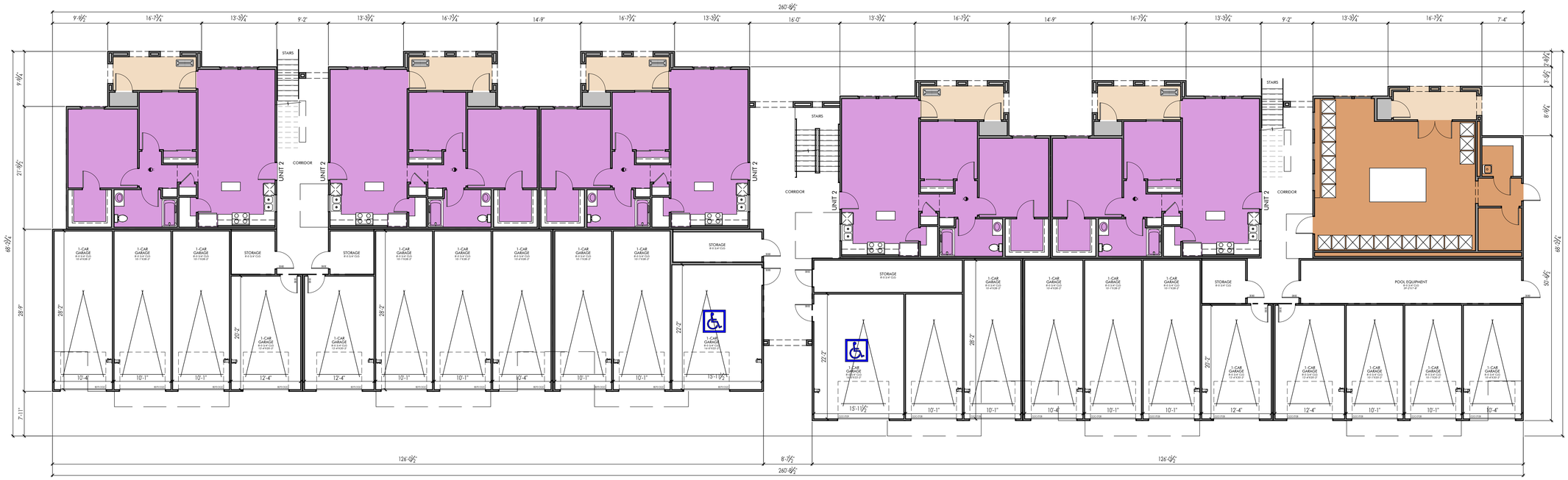
2ND FLOOR
BLDG 4

REFER TO SHEET A17 "UNIT PLANS" FOR SPECIFICS



GROUND FLOOR
BLDG 4

REFER TO SHEET A17 "UNIT PLANS" FOR SPECIFICS

	1st Floor	2nd Floor	3rd Floor	Total	Balcony/Patio
Unit 1 (1 BED)	0	0	0	0	-
Unit 2 (2 BED)	5	8	8	21	1,860.6
Unit 3 (3 BED)	0	4	4	8	724.0
Unit 4 (STUDIO)	0	0	0	0	-
				29	2,584.6

1/8" = 1'-0"

SECOND STREET FAMILY LP

CORONA, CA

BUILDING PLAN

June 3, 2024

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A14

ROOF PLAN
BLDG 4

3RD FLOOR
BLDG 4

REFER TO SHEET A17 "UNIT PLANS" FOR SPECIFICS

	1st Floor	2nd Floor	3rd Floor	Total	Balcony/Patio
Unit 1 (1 BED)	0	0	0	0	-
Unit 2 (2 BED)	5	8	8	21	1,860.6
Unit 3 (3 BED)	0	4	4	8	724.0
Unit 4 (STUDIO)	0	0	0	0	-
				29	2,584.6

1/8" = 1'-0"

SECOND STREET FAMILY LP

CORONA, CA

BUILDING PLAN

June 3, 2024

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A15

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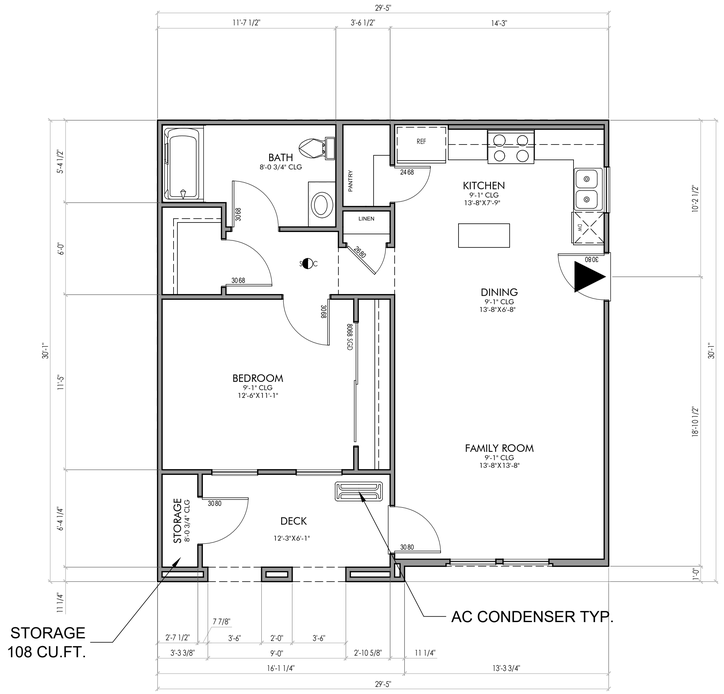
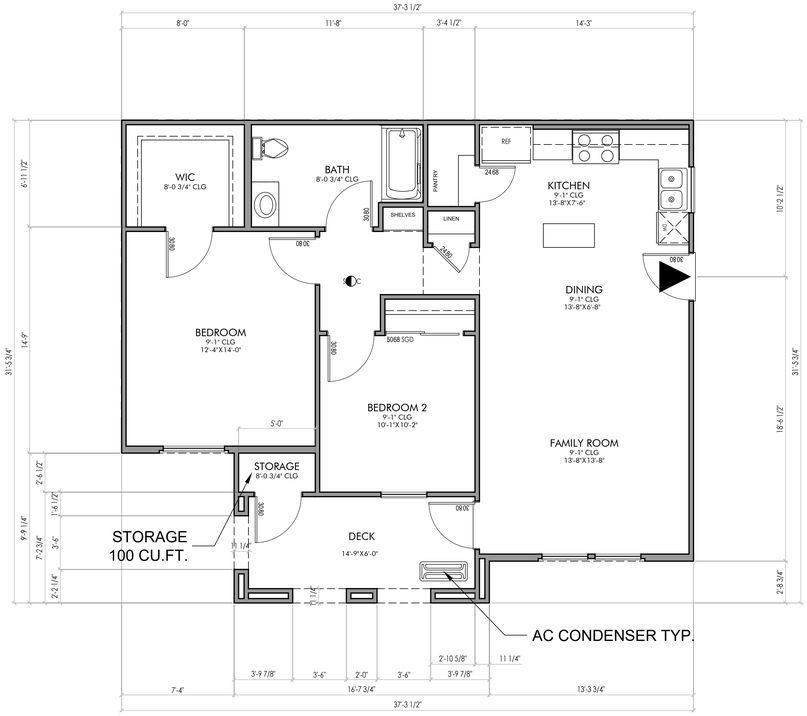


764 SQFT

UNIT 1

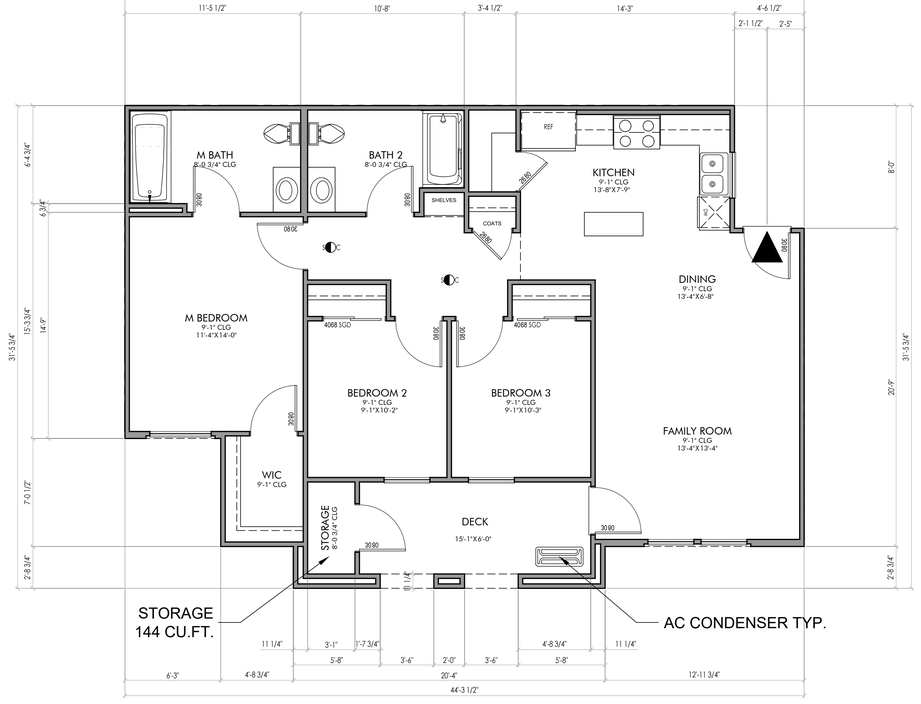
OCCUPANCY TYPE: R-2



939 SQFT

UNIT 2

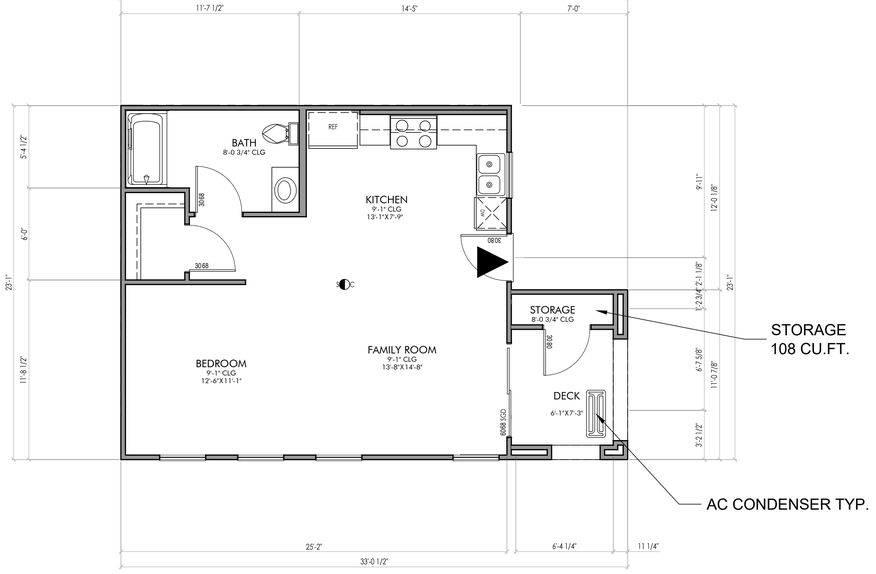
OCCUPANCY TYPE: R-2



1115 SQFT

UNIT 3

OCCUPANCY TYPE: R-2



601 SQFT

UNIT 4 (STUDIO)

OCCUPANCY TYPE: R-2

Unit 1 (1 BED)		Unit 2 (2 BED)		Unit 3 (3 BED)		UNIT 4 - Studio (0 BED)	
Beds	1	Beds	2	Beds	3	Beds	1
Bath	1	Bath	1	Bath	2	Bath	1
Living Area	764.4	Living Area	939.3	Living Area	1115.3	Living Area	588
Private Open Space	74.3	Private Open Space	88.6	Private Open Space	90.5	Private Open Space	50.2
Storage (cu.ft.)	108	Storage (cu.ft.)	100	Storage (cu.ft.)	144	Storage (cu.ft.)	106.4
Stalls Per Unit	1.4	Stalls Per Unit	1.4	Stalls Per Unit	1.4	Stalls Per Unit	1.4

MIN 50 S.F. PRIVATE OPEN SPACE PER UNIT

NOTE:

A/C CLEARANCE DISTANCE

- GENERAL WORKING SPACE 36" TO UNITS CONTROL AND FITTINGS
- CLEARANCE TO SERVICE SIDE 24"
- VERTICAL 48"
- SOLID OBSTRUCTION / WALL 6" ON ONE SIDE - 12" ON 2 SIDES
- SEE MANUFACTURERS INSTRUCTIONS

1/4" = 1'-0"

SECOND STREET FAMILY LP

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UNIT PLANS

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A17

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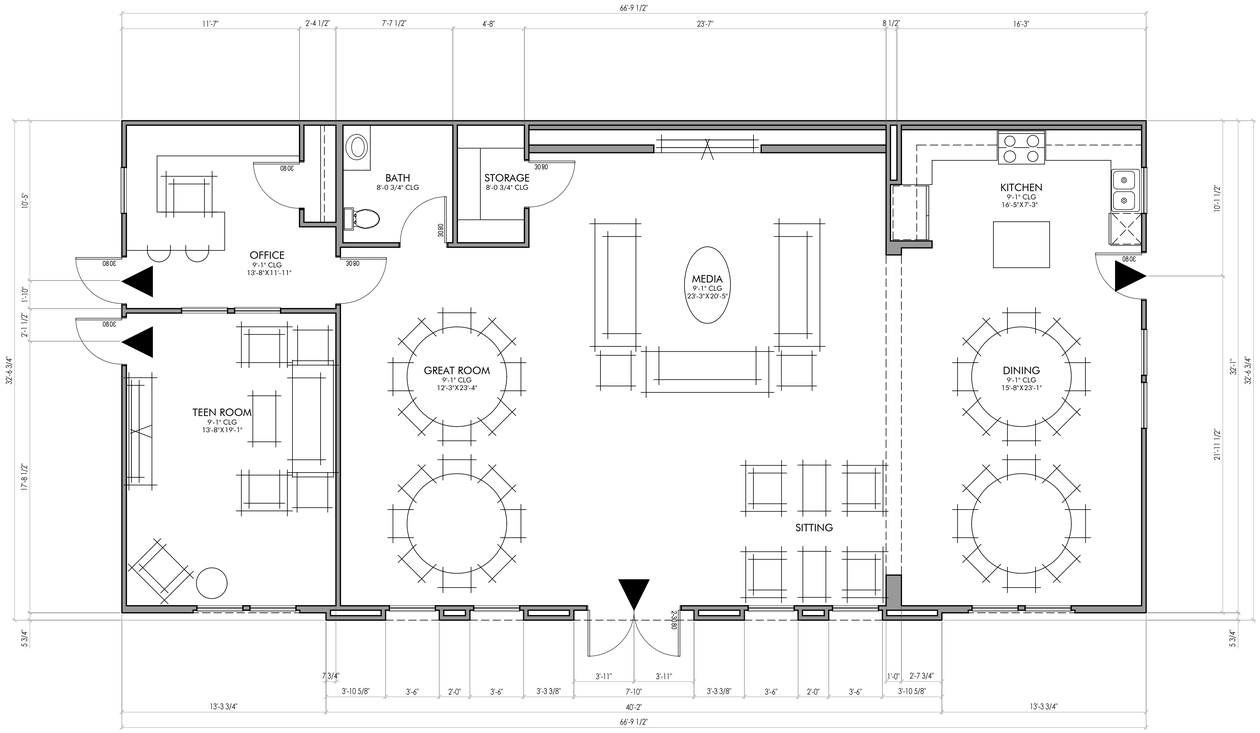
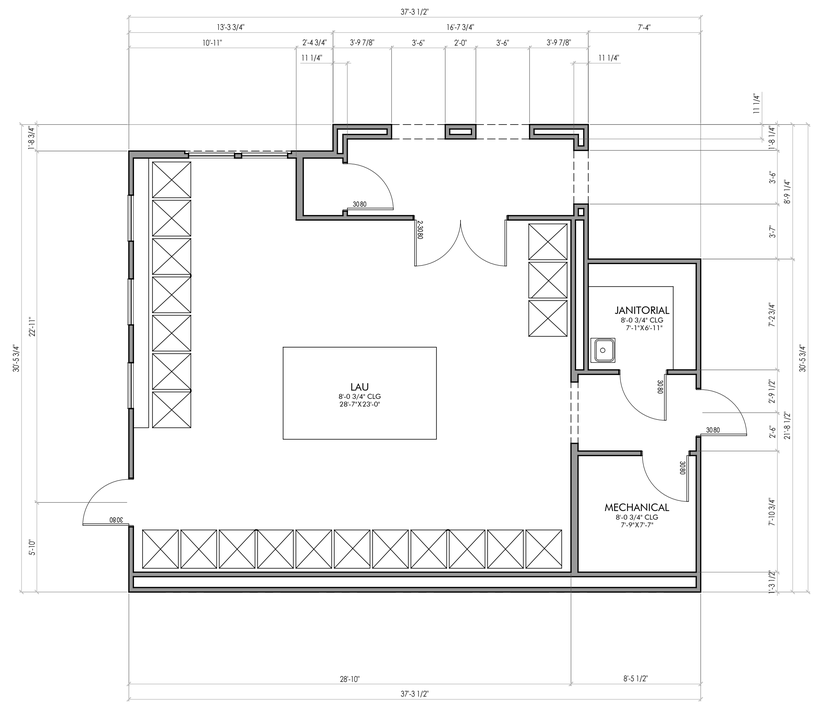


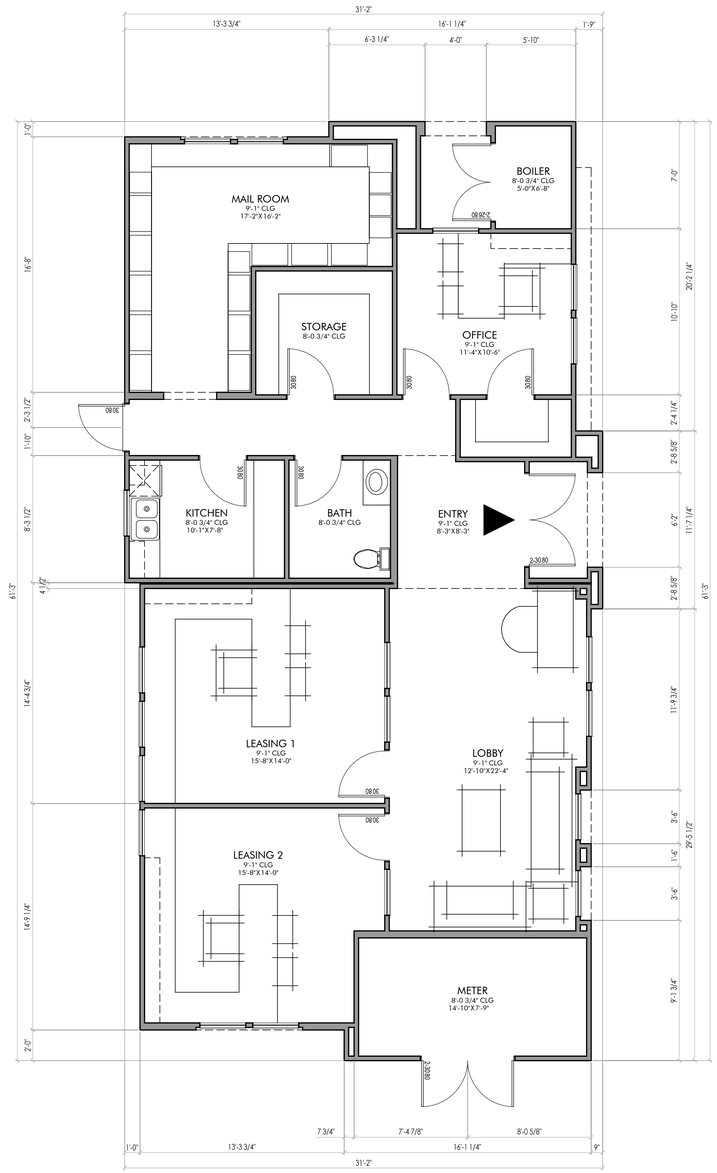
2148 SQFT
COMMON ROOMS

OCCUPANCY TYPE: A-2



942 SQFT
LAUNDRY

OCCUPANCY TYPE: R-2



1162 SQFT
LEASING

OCCUPANCY TYPE: B

1/4" = 1'-0"

SECOND STREET FAMILY LP

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AMMENITY PLANS

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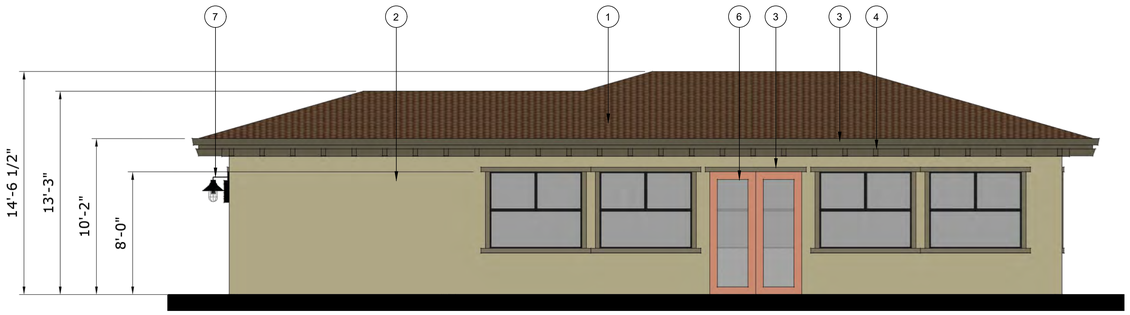
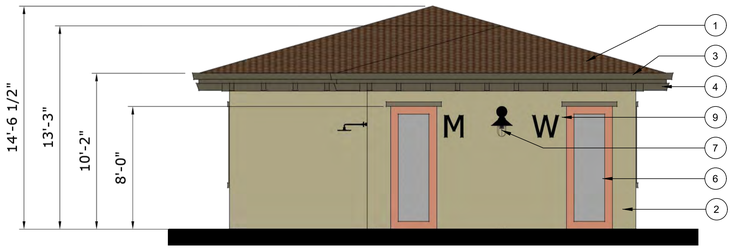
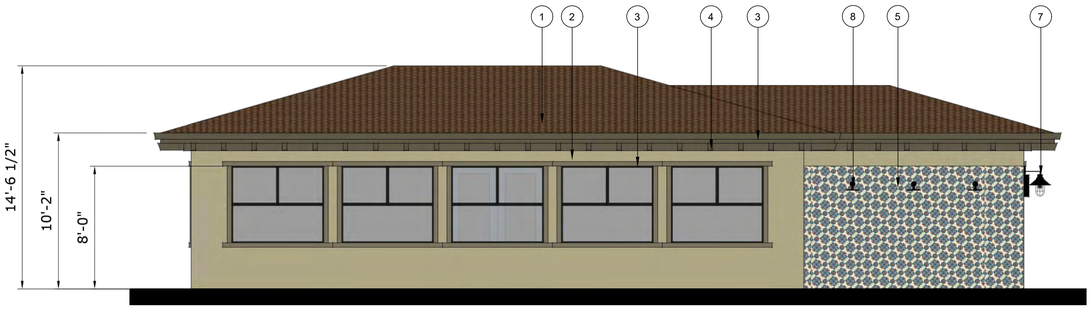
A18



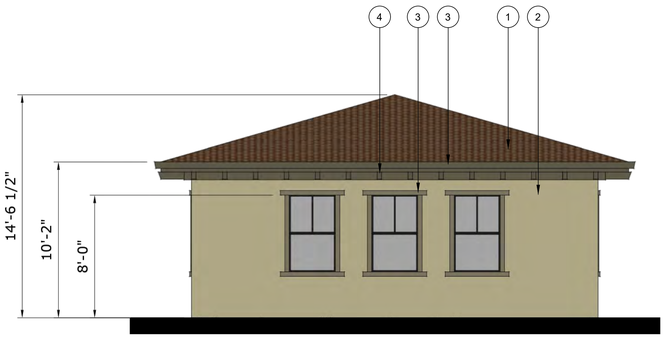
POOL BLDG
SOUTH ELEVATION



POOL BLDG
WEST ELEVATION



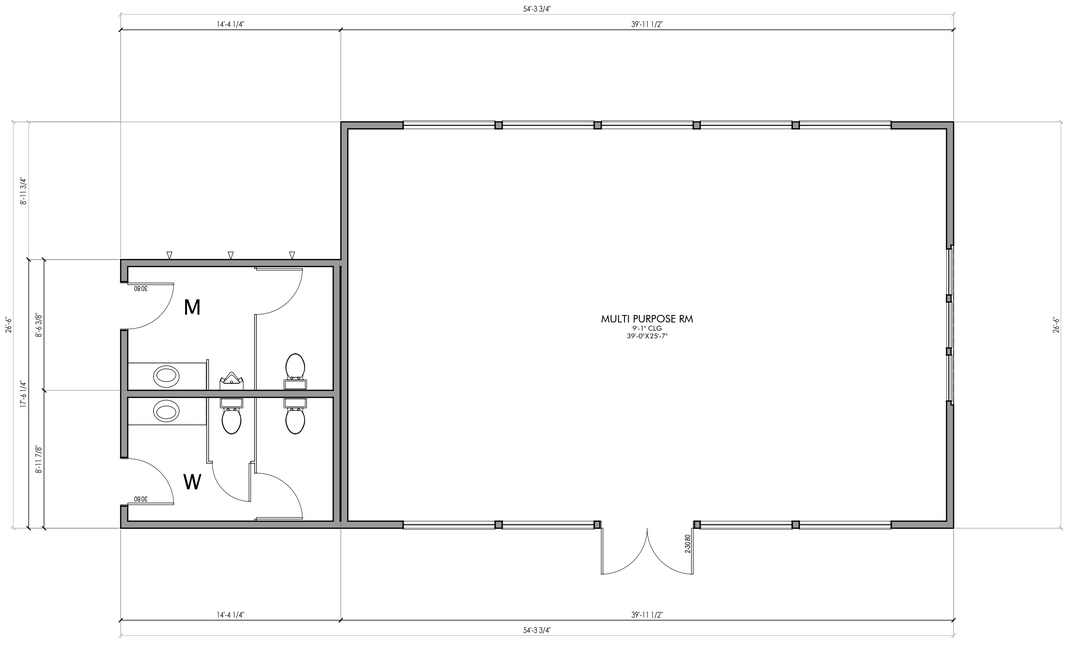
POOL BLDG
NORTH ELEVATION



POOL BLDG
EAST ELEVATION

KEYNOTES:

1. S-TILE ROOFING
2. STUCCO
3. PAINTED TRIM
4. WOOD RAFTER TAIL
5. DECORATIVE TILE
6. DOORS
7. EXTERIOR LIGHTING
8. SHOWER
9. SIGN



1,310.4 SQ.FT.

PLAN

OCCUPANCY TYPE: R-2

1/4" = 1'-0"

SECOND STREET FAMILY LP

CORONA, CA

June 24, 2024

POOL / MULTIPURPOSE BUILDING

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LEGEND:

123	COMMUNITY BUILDING / ROOM	123	LAUNDRY ROOM	123	LEASING OFFICE
123	1 BEDROOM UNIT	123	2 BEDROOM UNIT	123	3 BEDROOM UNIT
123 +	1 BEDROOM, GROUND LEVEL UNIT WITH ADAPTABLE FEATURES PER CBC 11B-233.3.1.2	123 +	2 BEDROOM, GROUND LEVEL UNIT WITH ADAPTABLE FEATURES PER CBC 11B-233.3.1.2	123 +	3 BEDROOM, GROUND LEVEL UNIT WITH ADAPTABLE FEATURES PER CBC 11B-233.3.1.2
123 +	1 BEDROOM, GROUND LEVEL UNIT WITH BOTH ADAPTABLE FEATURES PER CBC 11B-233.3.1.2) & COMMUNICATIONS FEATURES PER CBC 11B-809.5	123 +	2 BEDROOM, GROUND LEVEL UNIT WITH BOTH ADAPTABLE FEATURES PER CBC 11B-233.3.1.2) & COMMUNICATIONS FEATURES PER CBC 11B-809.5	123 +	3 BEDROOM, GROUND LEVEL UNIT WITH BOTH ADAPTABLE FEATURES PER CBC 11B-233.3.1.2) & COMMUNICATIONS FEATURES PER CBC 11B-809.5
123	1 BEDROOM, GROUND LEVEL UNIT WITH MOBILITY FEATURES PER CBC 11B-809.1	123 +	2 BEDROOM, GROUND LEVEL UNIT WITH MOBILITY FEATURES PER CBC 11B-809.1	123 +	3 BEDROOM, GROUND LEVEL UNIT WITH MOBILITY FEATURES PER CBC 11B-809.1
123	1 BEDROOM, GROUND LEVEL UNIT WITH BOTH MOBILITY PER CBC 11B-809.1 & COMMUNICATIONS FEATURES PER CBC 11B-809.5	123 +	2 BEDROOM, GROUND LEVEL UNIT WITH BOTH MOBILITY PER CBC 11B-809.1 & COMMUNICATIONS FEATURES PER CBC 11B-809.5	123 +	3 BEDROOM, GROUND LEVEL UNIT WITH BOTH MOBILITY PER CBC 11B-809.1 & COMMUNICATIONS FEATURES PER CBC 11B-809.5

W 2nd St

W 2nd St

BUILDING 1

BUILDING 2

BUILDING 3

BUILDING 4

1" = 20'-0"

SECOND STREET FAMILY LP

CORONA, CA

June 3, 2024

ADDRESSING PLAN

A22

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WEST SECOND FAMILY APARTMENTS

CORONA, CA

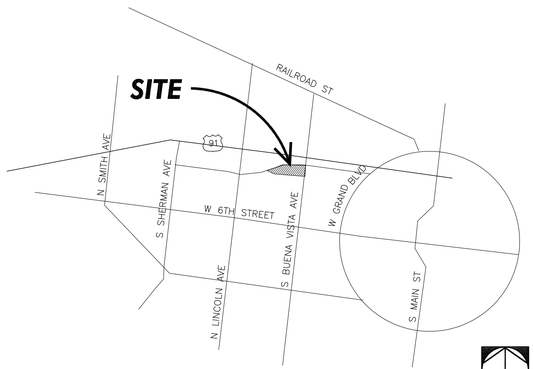
PAGE INDEX

L-1 Cover Sheet
L-2 Landscape Site Plan
L-3 Landscape Site Plan
L-4 Landscape Sections
L-5 Wall and Fence Plan
L-6 Wall and Fence Plan
L-7 Wall and Fence Conditions
L-8 Planting Plan
L-9 Planting Plan
L-10 Planting Palette, General Notes & MWELO Calculations

SUBMITTALS

10/11/2023 1st Site Development Plan Submittal
12/20/2023 2nd Site Development Plan Submittal
03/06/2024 3rd Site Development Plan Submittal
04/15/2024 4th Site Development Plan Submittal
06/04/2024 5th Site Development Plan Submittal

VICINITY MAP

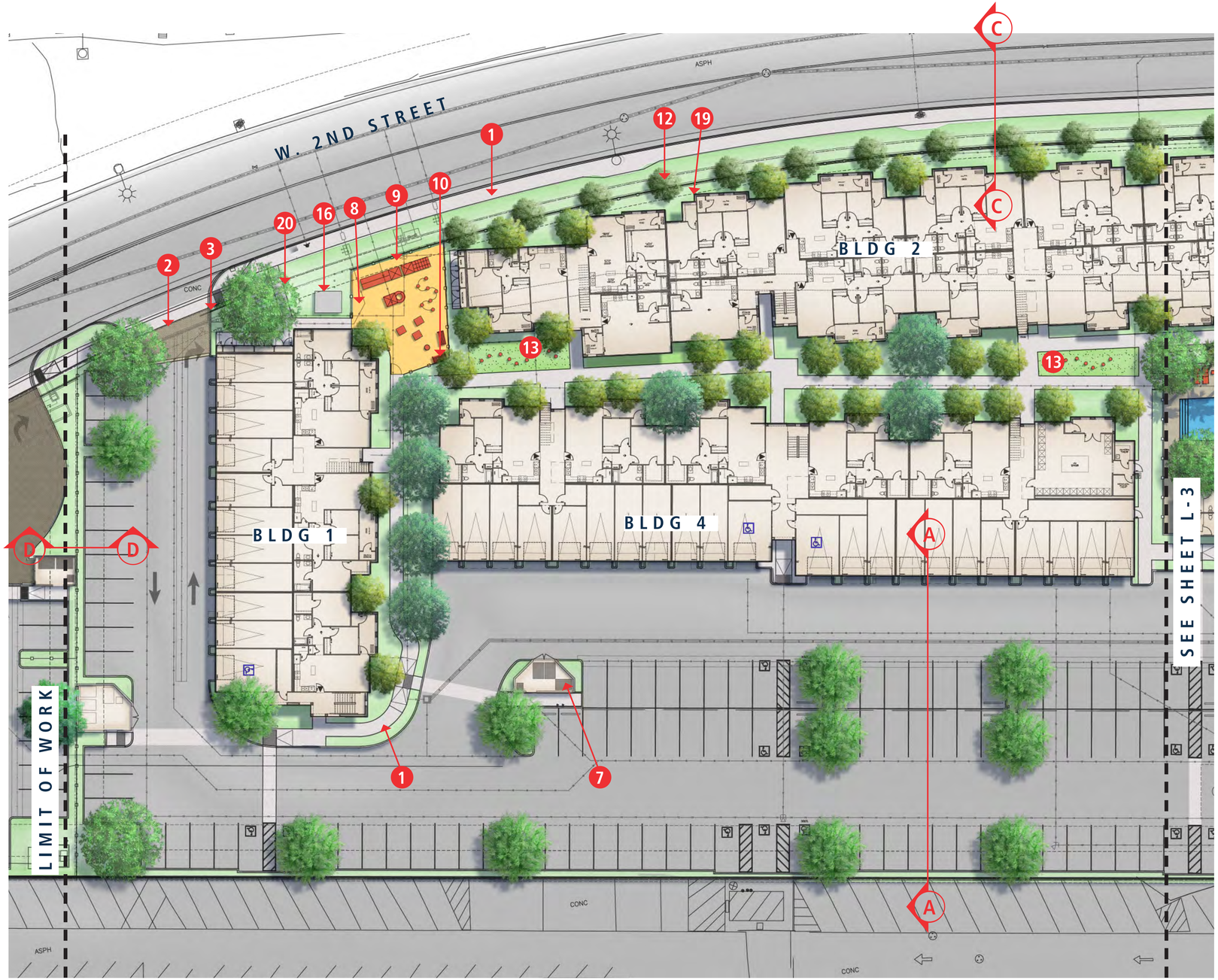


Not to Scale

C2 Collaborative

LANDSCAPE DESIGN PACKAGE

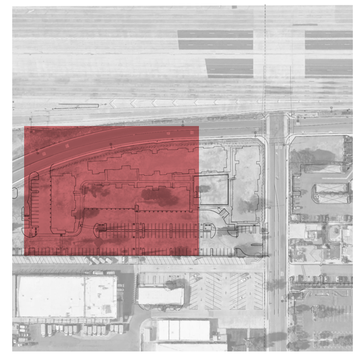
JUNE 13, 2024



LEGEND

1. Sidewalk
2. Enahnced Paving
3. Gated Entry [6' tall Tubular Steel]
4. Monumentation Sign
5. Pool 1000 sf
6. Restrooms and Showers
7. Trash Enclosures
8. Playground Surfacing
9. Play Area with Fencing
10. Bench Seating
11. Chase Lounges
12. Street Trees
13. Lawn Area with Flat Top Boulders
14. Multipurpose Building
15. Leasing Parking
16. Transformer [To Be Screened with Planting]
17. Bike Racks [4]
18. Pedestrian Gate [5'-6" Tubular Steel]
19. Setback
20. Fire Hose Access Gate

KEYMAP



C&C Development

WEST SECOND FAMILY APARTMENTS- LANDSCAPE SITE PLAN

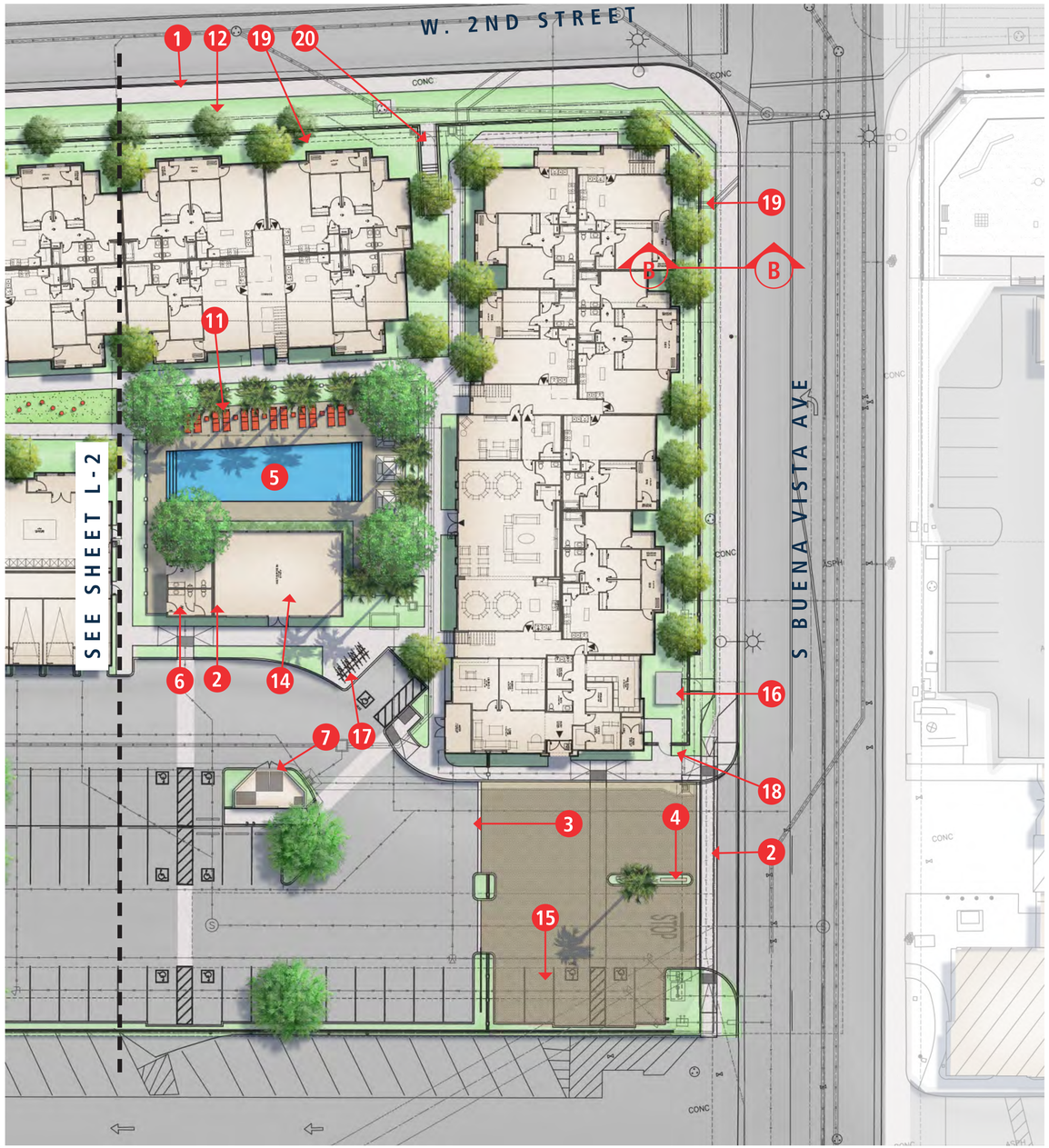
CORONA, CALIFORNIA

0 10' 20' 40'

Scale: 1"= 20'-0"

06.13.24

C2 Collaborative



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KEYMAP

C&C Development

WEST SECOND FAMILY APARTMENTS- LANDSCAPE SITE PLAN

CORONA, CALIFORNIA

0 10’ 20’ 40’

Scale: 1”= 20’-0”

06.13.24

C2 Collaborative

EXHIBIT C

Project Name: Second Street Family Apartments

Address: Southwest Corner of Second Street and Buena Vista Avenue, Corona, CA

APN: 118-270-051, 053, 055 (portion) and 118-302-030

Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract: 8

Total Number Units in the Project: 115

Description and Quantity in Project:

PBV units: 3 2-bedroom, 5 – 3-bedroom

Total units: 6 – Studio | 18 One-Bedroom | 46 Two-Bedroom | 45 Three-Bedroom

Project Based Voucher: *Accessible with mobility feature **Accessible with communication feature

Referrals will come from Riverside County Coordinated Entry System (CES)

Bedroom/Bathroom	AMI	Quantity	Unit #s and Accessible Features
Two Bedroom/ One Bathroom	30%	3	Bldg D 105***, Bldg D103*, Bldg A 103***
Three Bedroom/ Two Bathroom	30%	5	Bldg C 102**, BLDG B 113*, Bldg B 103***, Bldg A 102*, Bldg D 311
	Total	**8 Units**	

EXHIBIT D OF AHAP

HAP Agreement

OMB Approval No. 2577–0169
(exp. 04/30/2026)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

SECTION 8 PROJECT-BASED VOUCHER PROGRAM HOUSING ASSISTANCE PAYMENTS CONTRACT

NEW CONSTRUCTION OR REHABILITATION

PART 1 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour, including the time for collecting, reviewing and reporting the data. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 983.202. The information sets forth the PHA and owner's agreement to provide housing under the project-based component of the Housing Choice Voucher Program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

Housing Authority of the County of Riverside (PHA) and

Second Street Family LP (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

ADDITIONAL EXHIBITS

d. Single-Stage and Multi-Stage Contracts (place a check mark in front of the applicable project description).

☑ **Single-Stage Project**

This is a single-stage project. For all contract units, the effective date of the HAP contract is:

04/15/2027.

☐ **Multi-Stage Project**

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed and accepted in stages" (starting on page 9).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage (see 24 CFR 983.207(c)).

e. Term of the HAP contract

1. Beginning of term

The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets PBV inspection requirements. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is:

20 years.

b. The initial term of the HAP contract for any unit may not be less than one year, nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the

owner for any contract year in accordance with the HAP contract.

b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

f. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.

b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.

c. The PHA may make vacancy payments to the owner only if:

1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);

2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;

3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and

4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.

e. The owner may refer families to the PHA for placement on the PBV waiting list.

f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph f (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

g. Income-mixing requirement

1. Except as provided in paragraphs g.2 through g.5 below, the PHA will not make housing assistance payments under the HAP contract for more than

the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.

2. The limitation in paragraph g.1 does not apply to single-family buildings.

3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph g.1, the PHA shall give preference to the applicable families as listed in g.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.

4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.

5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in g.6 and g.7, below.

6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:

☐ Public Housing or Operating Funds;

☐ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);

☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);

☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);

☐ Rent Supplement Program;

☐ Rental Assistance Program;

☐ Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

_____.

If all of the units in the project received such assistance, then skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

☐ Section 236;

☐ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);

☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);

☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);

☐ Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract units were subject to a federal rent restriction listed above:

_____.

If all of the units in the project were subject to a federal rent restriction, then skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:

a Place a check mark here ☐ if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:

_____.

b. Place a check mark here ☐ if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:

_____.

c. Place a check mark here ☐ if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible youth receiving FUP/FYI assistance:

_____.

9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

PUBLIC HOUSING AGENCY (PHA) **Name of PHA (Print)** Housing Authority of the County of Riverside
By:
Signature of authorized representative
Heidi Marshall, Executive Director
Name and official title (Print)
Date
OWNER **Name of Owner (Print)** Second Street Family LP
By:
Signature of authorized representative
*****See Attached
Name and official title (Print)
Date

FORM APPROVED COUNTY COUNSEL
BY: AMRITA DHILLON 9/10/2025 DATE

SECOND STREET FAMILY LP,
A California limited partnership

By: OHDC Second Street Family LLC,
a California limited liability company,
its managing general partner

By: Orange Housing Development Corporation,
A California nonprofit public benefit corporation,
its sole member and manager

By: _____
Eunice Bobert, Chief Executive Officer

By: C&C Second Street Family LLC,
a California limited liability company,
its developer general partner

By: C&C Development Co., LLC,
a California limited liability company,
its sole member and manager

By: _____
Todd R. Cottle, Trustee of the 2007 Todd R. Cottle and Jennifer N. Cottle Revocable Trust, its Member

HAP

EXHIBIT A

Second Street Family Apartments

Southwest Corner of Second Street and Buena Vista Avenue, Corona, CA

APN: 118-270-051, 053, 055 (portion) and 118-302-030

Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract: 8

Total Number Units in the Project: 115

Description and Quantity in Project:

PBV units: 3 2-bedroom | 5 3-bedroom

Total units: 6 – Studio | 18 One-Bedroom | 46 Two-Bedroom | 45 Three-Bedroom

Project Based Voucher: *Accessible with mobility feature **Accessible with communication feature

Referrals will come from Riverside County Coordinated Entry System (CES)

Bedroom/Bathroom	AMI	Quantity	Unit #s and Accessible Features
Two Bedroom/ One Bathroom	30%	3	Bldg D 105***, Bldg D103*, Bldg A 103***
Three Bedroom/ Two Bathroom	30%	5	Bldg C 102**, BLDG B 113*, Bldg B 103***, Bldg A 102*, Bldg D 311
	Total	**8 Units**	

Initial Rent to Owner for Contract Units (net of HACR utility allowance):

2BR unit: Contract Rent + Utilities = $2,273 + $95 = $2,368

3BR unit: Contract Rent + Utilities = $3,123 + $121 = $3,244

EXHIBIT B of HAP

Services, Maintenance, and Equipment to be Provided by the Owner Without Charges in Addition to Rent to Owner:

Maintenance for the common areas and units will be performed by the property management company's maintenance staff, who will perform emergency work and/or standard repairs within the building.

Pest control services are brought on as needed. Capital improvement work on the building, beyond the scope of routine maintenance, will be performed by a licensed contractor when necessary. The property management company will review the scope of work and approve selection of a licensed contractor for activity involving major plumbing, electrical, or mechanical systems.

The exterior of the building will require routine maintenance. The interior common areas of the building will be painted as needed. Units will be painted on an as-needed basis when tenants move out. Annual inspections of the building to assess maintenance needs will be conducted by the property management company and reviewed by Contractor's representative. The on-site manager is responsible for conducting ongoing assessments of common areas. Unit inspections will be conducted at least annually, and as needed, with prior notice to tenants.

Tenants with maintenance requests will complete a request for service form and present it to the resident manager. The manager will submit the request to the maintenance department and arrange for the work to be completed. The manager will determine whether the request requires emergency or routine attentions. All emergency repairs will be conducted within 24 hours of the request. Detailed provisions for repairs are incorporated into the management agreement.

Common Area Furnishings:

• One Community Room with television and fully furnished kitchen
• Coin operated laundry machines
• Outdoor courtyard with a swimming pool, lounging chairs and a grill for barbequing
• A multipurpose room
•Tot lot

Kitchen Appliances

- Stove/Oven
- Garbage Disposal
- Refrigerator

EXHIBIT C

Utilities

Utilities

- Sewer
- Electric (heating/cooling, cooking)
- Gas (hot water)
- Solar (electric)
- Water
- Trash
- Telephone/Cable
- Internet

Item	**Landlord Pays/Provides**	**Tenant Pays**
Hot Water	X	
Water	X	
Basic Electricity		X
Electric-Cooking		X
Heat-Electric		x
Air Conditioning		X
Heat-Gas	N/A	
Sewer Service	X	
Trash Collection	X	
Gas Stove	N/A	

EXHIBIT D

Features Provided to Comply with Program Accessibility Features of Section 504 of the Rehabilitation Act of 1973

Accessible/Mobility Units:
Building A
101 **,** 102 , 103

Building B
101, 103, 105, 107, 109, 111, 113, 115

Building C
101, 103, 106

Building D
101, 103, 105

Hearing/Vision Impaired & Adaptable Units:

Building B ;102, 110, 112

Building C; 102

Building D; 102

Adaptable Units:
Building A; 101, 102, 103

Building B; 101,102,103,104,105,106,107,108,109, 110, 111,112,113,114,115

Building C; 101,102,103,104,105,106

Building D; 101,102,103,104,105,106

The property has 11 ADA parking spaces (including 4 that are van accessible).

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

HOUSING ASSISTANCE PAYMENTS CONTRACT EXISTING HOUSING

PART 2 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

2. DEFINITIONS

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

(a) Holding more than 50 percent of the stock of any corporation; or

(b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or

(c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or

(d) Holding more than 50 percent of all managing member interests in an LLC; or

(e) Holding more than 50 percent of all general partner interests in a partnership; or

(f) Having equivalent levels of control in other ownership structures.

Existing housing. Housing units that already exist on the proposal selection date

and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United

States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is "owned by a PHA" if the unit is in a project that is:

(a) Owned by the PHA (which includes a PHA having a "controlling interest" in the entity that owns the unit; see definition above);

(b) Owned by an entity wholly controlled by the PHA; or

(c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA's administrative plan.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. PURPOSE

a. This is a HAP contract between the PHA and the owner.

b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.

c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here ☐ if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.

2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.

3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.

4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

5. To receive housing assistance payments in accordance with the

HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.

7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).

2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

a. Performing all management and rental functions for the contract units.

b. Maintaining the units in accordance with HQS.

c. Complying with equal opportunity requirements.

d. Enforcing tenant obligations under the lease.

e. Paying for utilities and housing services (unless paid by the family under the lease).

f. Collecting from the tenant:

1. Any security deposit;

2. The tenant rent; and

3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.

b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.

c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.

d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.

e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.

f. The amount of the housing assistance payment is the correct amount due under the HAP contract.

g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.

h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.

i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.

2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.

3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.

4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include

termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.

3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner's standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)

2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.

3. Consistent with HUD requirements and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory tenant selection procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA for placement on the PBV waiting list.

4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.

5. The PHA must determine family eligibility in accordance with

HUD requirements.

6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.

7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.

8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.

2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.

3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.

4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable, good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.

2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family ("tenant rent") will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.

2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.

3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.

4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.

5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.

2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.

2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.

3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.

4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.

5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to

the owner.

11. FAMILY RIGHT TO MOVE

a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.

b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age or familial status.

b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959–1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing

regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* ; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).

d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract

units in accordance with the housing quality standards.

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.

4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:

   a. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or

   b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.

6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the

owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.

2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.

2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.

2. "Transfer" includes:

   i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;

   ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

   iii. The creation of a security interest in the HAP contract or the property;

   iv. Foreclosure or other execution on a security interest; or

   v. A creditor's lien, or transfer in bankruptcy.

3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA

pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.

2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.

3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

22. SUBSIDY LAYERING

A subsidy layering review is not required for existing housing projects.

23. OWNER LOBBYING CERTIFICATIONS

a. The owner certifies, to the best of owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.

b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT

EXTENSION

a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.

b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 year advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.

b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

AGREEMENT TO ENTER INTO A HOUSING ASSISTANCE PAYMENTS CONTRACT

NEW CONSTRUCTION OR REHABILITATION

PART II

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. This form is required to establish terms between a PHA and owner to provide housing assistance. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

2.1 Equal Employment Opportunity

A. The owner shall incorporate or cause to be incorporated into any contract in excess of $10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is to be performed pursuant to this Agreement, the following nondiscrimination clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided

by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the labor union or workers representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor of will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imported and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order

as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. The owner agrees to be bound by the above nondiscrimination clause with respect to his or her own employment practices when participating in federally assisted construction work.

C. The owner agrees to assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the nondiscrimination clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and to otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.

D. The owner further agrees to refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the nondiscrimination clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to the Executive Order. In addition, if the owner fails or refuses to comply with these undertakings, HUD may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the owner under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the owner, and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Reserved

2.3 HUD—Federal Labor Standards Provisions

The owner is responsible for inserting the entire text of section 2.3 of this Agreement in all construction contracts and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 2.3. (Note: Sections 2.3(b) and (c) apply only when the amount of the prime contract exceeds $100,000.)

(a)(1) Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section l(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the

Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD the PHA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included in weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at: http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his

or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) <u>Apprentices and Trainees</u>.(i) <u>Apprentices</u>. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and

individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employee and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) <u>Trainees</u>. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Agreement.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 2.3(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the

compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 2.3(a).

(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the PHA, HUD, the U. S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility. (i) By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor

standards provisions of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.

(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as established under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issue by the Secretary of Labor pursuant to Title 29 part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

2.4 Reserved

2.5 Reserved

2.6 Reserved

2.7 Wage and Claims Adjustments

The owner shall be responsible for the correction of all violations under section 2.3, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Agreement, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 2.3. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 2.3.

2.8 Reserved

2.9 Evidence of Unit(s) Completion; Escrow

A. The owner shall evidence the completion of the unit(s) by furnishing the PHA, in addition to the requirements listed in Part I of this Agreement, a certification of compliance with the provisions of sections 2.3 and 2.7 of this Agreement, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Agreement. In the event there are any such pending claims to the knowledge of the owner, the PHA, or HUD, the owner will place a sufficient amount in escrow, as directed by the PHA or HUD, to assure such payments.

B. The escrows required under this section and section 2.7 of shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing such escrows shall be designated and approved by HUD.

2.10 Flood Insurance

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if

the sale of flood insurance has been made available under the National Flood Insurance Program, the owner agrees that: (1) the project will be covered, during the life of the property, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less; and (2) that it will advise any prospective purchaser or transferee of the property in writing of the continuing statutory requirement to maintain such flood insurance during the life of the property.

Housing Assistance Payments (HAP) Contract
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

OMB Approval No. 2577-0169
exp. 4/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required to establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:
Part A Contract information (fill-ins).
See section by section instructions.
Part B Body of contract
Part C Tenancy addendum

Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.
However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.
To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."
However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A
Section by Section Instructions

Section 2: **Tenant**
Enter full name of tenant.

Section 3. **Contract Unit**
Enter address of unit, including apartment number, if any.

Section 4. **Household Members**
Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities

Section 5. **Initial Lease Term**

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, and
- Such shorter term is the prevailing local market practice.

Section 6. **Initial Rent to Owner**

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

Section 8. **Utilities and Appliances**.
The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. **Contents of Contract**
   This HAP contract has three parts:
   Part A: Contract Information
   Part B: Body of Contract
   Part C: Tenancy Addendum

2. **Tenant**

3. **Contract Unit**

4. **Household**

   The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. **Initial Lease Term**

   The initial lease term begins on (mm/dd/yyyy): _____

   The initial lease term ends on (mm/dd/yyyy): _____

6. **Initial Rent to Owner**
   The initial rent to owner is: $ _____
   During the initial lease term, the owner may not raise the rent to owner.

7. **Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is $ _____ per month.
The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "**O**". The tenant shall provide or pay for the utilities/appliances indicated below by a "**T**". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Heat Pump ☐ Oil ☐ Other	
Cooking	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Other	
Water Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Oil ☐ Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
		Provided by
Refrigerator		
Range/Microwave		

Signatures

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. § 287, 1001, 1010, 1012; U.S.C. § 3729, 3802).

Public Housing Agency

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

Part B of HAP Contract: Body of Contract

1. Purpose

a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).

b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.

c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.

d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.

b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.

c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).

d. The owner certifies that:

(1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.

(2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.

(3) The lease is consistent with State and local law.

e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).

b. The owner must provide all utilities needed to comply with the HQS.

c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.

e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.

f. The PHA must notify the owner of any HQS defects shown by the inspection.

g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).

b. When HAP contract terminates.

(1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.

(2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.

(3) If the family moves from the contract unit, the HAP contract terminates automatically.

(4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

(5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

(6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.

(7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.

(8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

(9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.

b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.

c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:

(1) The location, quality, size, unit type, and age of the contract unit; and

(2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.

c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.

d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. PHA Payment to Owner

a. When paid

(1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.

(2) The PHA must pay housing assistance payments promptly when due to the owner.

(3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

(4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. Amount of PHA payment to owner

(1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.

(2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.

(3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. **Limit of PHA responsibility**

(1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.

(2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

During the term of this contract, the owner certifies that:

a. The owner is maintaining the contract unit and premises in accordance with the HQS.

b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.

d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.

e. The family does not own or have any interest in the contract unit.

f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.

g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Prohibition of Discrimination. In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations.

a. The owner must not discriminate against any person because of race, color, religion, sex(including sexual orientation and gender identity), national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

10. Owner's Breach of HAP Contract

a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:

(1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.

(2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.

(3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

(4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

(5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.

c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.

d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.

e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.

f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a

waiver of the right to exercise that or any other right or remedy at any time.

11. PHA and HUD Access to Premises and Owner's Records

a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.

b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.

c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.

b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.

c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

13. Conflict of Interest

a. "Covered individual" means a person or entity who is a member of any of the following classes:

(1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);

(2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;

(3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or

(4) Any member of the Congress of the United States.

b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.

f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.

b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.

c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).

d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:

(1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or

(2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.

e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):

(1) Has violated obligations under a housing assistance payments contract under Section 8;

(2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;

(3) Has engaged in any drug-related criminal activity or any violent criminal activity;

(4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;

(5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

(a) Threatens the right to peaceful enjoyment of the premises by other residents;

(b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;

(c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or

(d) Is drug-related criminal activity or violent criminal activity;

(6) Has a history or practice of renting units that fail to meet State or local housing codes; or

(7) Has not paid State or local real estate taxes, fines or assessments.

g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. Foreclosure. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants.

16. Written Notices Any notice by the PHA or the owner in connection with this contract must be in writing.

17. Entire Agreement: Interpretation

a. The HAP contract contains the entire agreement between the owner and the PHA.

b The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

(2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. **Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the

standard practice for the building concerned as established by the owner.

b. **Utilities and appliances**

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage**. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. **Housing services**. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. **Requirements**. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds**. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse.**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a esident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health, or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. **Other good cause for termination of tenancy**

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

(a) The tenant's failure to accept the owner's offer of a new lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

(a) Will occupy the unit as a primary residence; and

(b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

a. Purpose: This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections**: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation**: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

   If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

   (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

   (2) Establish eligibility under another covered housing program; or

   (3) Find alternative housing.

l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

   (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and

   (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354

n. **Confidentiality.**

   (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

   (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

   (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

The owner may only evict the tenant by a court action.

11. Owner notice of grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

13. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

14. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

15. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

20. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

U.S. Department of Housing and Urban Development (HUD)
Project-based Section 8 Contract Administration

CONSENT TO ASSIGNMENT OF HAP CONTRACT AS SECURITY FOR FREDDIE MAC FINANCING

OMB Control #2502-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. No confidentiality is assured."

Privacy Act Notice: The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in the form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

I. IDENTIFICATION OF ACC AND HAP CONTRACT

Annual Contributions Contract Number: _____

Section 8 HAP Contract Number: PBV2-25-001_____

Section 8 Project Number: PBV2-25-001

Project Name: Second Street Family Apartments

Project Location: Southwest corner of Second Street and Buena Vista Avenue, Corona, CA 92882

II. NAMES

Contract Administrator: Housing Authority of the County of Riverside

Contract administrator address:

5555 Arlington Avenue

Riverside, CA 92504-2506

Owner: Second Street Family LP

Owner address: 414 E. Chapman Avenue, Orange, CA 92866

Lender: CPC Mortgage Company LLC

Lender address: 220 East 42nd Street, 16th Floor, New York, NY 10017

Attention: Loan Administration

III. DEFINITIONS

FREDDIE MAC. The Federal Home Loan Mortgage Corporation (Freddie Mac).

HAP CONTRACT. The Housing Assistance Payments Contract for units in the project. The HAP Contract was entered between the owner and the contract administrator pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

PROJECT. The project identified in section I of the consent to assignment.

IV. ASSIGNMENT OF HAP CONTRACT

Pursuant to the terms of the HAP Contract, the HAP Contract (including any interest in the HAP Contract or any payments under the HAP Contract) may not be assigned without the prior written consent of HUD. Assignment includes the creation of a security interest in the HAP Contract, or any sale, conveyance or other transfer of the HAP Contract, voluntary or involuntary, to any assignee, transferee or successor in interest.

The owner has advised the contract administrator (HUD or a public housing agency (PHA) acting as contract administrator under an annual contributions contract (ACC) with HUD) that the owner wants to assign the owner's interest in the HAP Contract to the lender, as security for a loan by the lender to the owner, and that the lender will assign the loan to Freddie Mac.

HUD consents to assignment of the HAP Contract by the owner to the lender as security for the loan, and consents that the lender may assign its security interest in the HAP Contract to Freddie Mac. The consent to assignment is not consent for any other or further assignment of the HAP Contract (including any interest in the HAP Contract or any payments under the HAP Contract) by the owner,

lender or Freddie Mac, to any other assignee, transferee or successor in interest.

V. EFFECT OF CONSENT TO ASSIGNMENT

The contract administrator is not a party to the loan or the loan documents, nor to any assignment of the HAP Contract by the owner to the lender, nor to any assignment of the HAP Contract or the loan to Freddie Mac. Issuance of the consent to assignment does not signify that HUD or the contract administrator has reviewed, approved or agreed to the terms of any financing or refinancing; to any term of the loan documents; or to the terms of any assignment by the owner to the lender, or by the lender to Freddie Mac.

The consent to assignment of the HAP Contract does not change the terms of the HAP Contract in any way, and does not change the rights or obligations of HUD, the contract administrator or the owner under the HAP Contract.

The creation or transfer of any security interest in the HAP Contract is limited to amounts payable under the HAP Contract in accordance with the terms of the HAP Contract.

The grant of consent by HUD to assignment of the HAP Contract by the owner to the lender, and the grant of consent by HUD of the HAP Contract by the lender to Freddie Mac, does not constitute consent to any further assignment or other transfer of the HAP Contract or of any interest in the property, including any further assignment or transfer to any assignee, transferee or successor in interest.

VI. EXERCISE OF SECURITY INTEREST – ASSIGNEE ASSUMPTION OF HAP CONTRACT OBLIGATIONS

Notwithstanding HUD's grant of consent to assignment by the owner of a security interest in the HAP Contract to the lender, and to further assignment of such security interest by the lender to Freddie Mac, the assignee (lender or Freddie Mac) may not exercise any rights or remedies against the contract administrator or HUD under the HAP Contract, and shall not have any right to receive housing assistance payments that may be payable to the owner under the HAP Contract, until and unless the assignee seeking to exercise such rights or remedies, or to receive such payments, has executed and delivered, in a form acceptable to HUD in accordance with HUD requirements, an agreement by the assignee to comply with all the terms of the HAP Contract, and to assume all obligations of the owner under the HAP Contract.

VII. PAYMENT TO ASSIGNEE

When the assignee (lender or Freddie Mac) notifies the contract administrator, in writing, that housing assistance payments payable pursuant to the HAP Contract should be directed to the assignee, the contract administrator may make such payments to the assignee instead of the owner. In making such payments, the contract administrator is not required to consider or make any inquiry as to the existence of a default under the loan documents, but may rely on notice by the assignee; and any payments by the contract administrator to the assignee shall be credited against amounts payable by the contract administrator to the owner pursuant to the HAP Contract.

VIII. WHEN ASSIGNMENT IS PROHIBITED

The consent to assignment shall be void ab initio if HUD determines that any assignee, or any principal or interested party of the assignee, is debarred, suspended or subject to a limited denial of participation under 24 CFR part 24, or is listed on the U.S. General Services

Administration list of parties excluded from Federal procurement or nonprocurement programs.

CONTRACT ADMINISTRATOR

Name of Authorized Representative (Print)
Housing Authority of the County of Riverside

By: _____
Signature of authorized representative

Heidi Marshall, Executive Director

Name and official title (Print)

Date _____

FORM APPROVED COUNTY COUNSEL
BY: _____ 9/11/2025
AMRIT P. DHILLON DATE

OWNER AGREEMENT

The owner has read the terms of HUD's consent to assignment of the HAP Contract by the owner to the lender, and by the lender to Freddie Mac. In consideration for HUD's grant of such consent to assignment, the owner agrees to all the terms of the consent to assignment, and agrees that any assignment by the owner is subject to all such terms.

SECOND STREET FAMILY LP,
A California limited partnership

By: OHDC Second Street Family LLC,
a California limited liability company,
its managing general partner

By: Orange Housing Development Corporation,
A California nonprofit public benefit corporation,
its sole member and manager

By: _____
Eunice Bobert, Chief Executive Officer

By: C&C Second Street Family LLC,
a California limited liability company,
its developer general partner

By: C&C Development Co., LLC,
a California limited liability company,
its sole member and manager

By: _____
Todd R. Cottle, Trustee of the 2007 Todd R. Cottle and Jennifer N. Cottle Revocable Trust, its Member