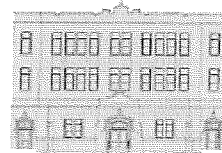


Green Island Senior Housing

Michael Cocca
Chairman



Administration Office
2400 Second Avenue
Watervliet, New York 12189
Phone: 518-273-4717
Fax: 518-273-4730
E-mail: Office@WatervlietHousing.org



Charles V. Patricelli
Executive Director

LEASE

1. This is a residential lease between the owner (**Landlord**) of Green Island Senior Housing, Green Island Senior Housing Limited Partnership, 20 Clinton Street, Green Island, New York (address) and Tenant(s)_____

2. PREMISES

The lease is for apartment #_____ in the project known as Green Island Senior Housing, New York.

3. LEASE TERM

The Tenant may choose a lease with a term of one or two years. This lease is from _____ to _____

4. PERMITTED RESIDENTS

Except as otherwise permitted by law the Tenant agrees that it is a violation of the lease to permit any individuals other than those listed in this paragraph to reside in the premises. Subletting is not allowed without prior written consent of the owner in accordance with NYS Division of Housing and Community Renewal policies.

The individuals to reside in the unit are:

5. ELIGIBILITY FOR BELOW MARKET RENT

The Landlord is obligated by the NYS Division of Housing and Community Renewal to maintain the project for occupancy by Persons of Low Income. The construction of the apartment was subsidized by the State of New York through the NYS Division of Housing and Community Renewal. The rent paid by an eligible Tenant will be lower than the Tenant would have had to pay if the subsidy had not been provided. Tenant agrees to provide correct information and any required documentation to the Landlord regarding Tenant's household income, household composition and any other items necessary for Landlord to determine Tenants eligibility to reside in the premises at a below market rental rate pursuant to the requirements of HOME Program.

Determination of eligibility will be made prior to initial occupancy and thereafter, yearly on the anniversary date of occupancy. Tenant agrees to provide any appropriate verification of the required information as requested by the Landlord.

6. MONTHLY RENTAL PAYMENTS. CALCULATION

Monthly rental payments in the amount of \$_____ ("Monthly Rent") will be due, on the first day of each month. Monthly Rent payments shall be paid to Green Island Senior Housing LP, c/o Watervliet Housing Authority, 2400 Second Avenue, Watervliet, New York

Monthly rent includes payment for the following utilities: Heat and Hot water

Monthly rent includes payment for the following:

Payment for all other utilities and services are the responsibility of the Tenant, including, but not limited to telephone, and cable TV.

7. LEASE RENEWAL

Forty-five days prior to the end of the term of this lease, the Landlord shall offer the Tenant a new lease. The Tenant may choose a one or two year lease term. In the event that the landlord fails to offer the Tenant a new lease, Tenant shall be entitled to stay in the unit under the same terms and conditions as are set forth in this lease until the landlord has fulfilled its obligation to give the Tenant, forty five days notice of Tenant's opportunity to sign a new lease

8. TERMINATION OF TENANCY

A. The Tenant understands that it is not the purpose of the security deposit to be used for the last month's rent.

B. Tenant may terminate this agreement prior to the end of the lease for good cause such as moving to another location for employment, loss of job, severe illness, death of spouse or other reasons customary or mandatory in the community. The Tenant must notify the Landlord in writing at least thirty (30) days before intending to leave, or Tenant will have to pay the rent (and utilities) for the next month unless the unit is re-rented.

C. Any termination of this lease by the Landlord must be carried out in accordance with state and local law, and the terms of this lease. The Landlord may terminate this lease only for:

- 1) Tenant's material noncompliance with the terms of this lease, such as (but not limited to): nonpayment of rent, repeated late payment of rent, illegal activities, permitting unauthorized persons to live in the unit, serious or repeated damage to the unit or common areas, creation of physical hazards, serious or repeated interference with the rights and quiet enjoyment of other tenants, and giving the Landlord false information regarding income or other factors considered in determining the

Tenant's rent payment or eligibility for residence in the premises, or failure to provide such information to the landlord upon request.

- 2) Tenant's failure to carry out obligations under any state or local law or regulations;
- 3) Other good cause.

9. VIOLATION OF TERMS OF LEASE - PROCEDURE

Except as provided in paragraph 20, if Tenant does not comply with the terms of the lease except in the cases of Nonpayment of rent, Landlord will do the following:'

A. Send Tenant a written notice demanding that Tenant live up to the terms of the lease within 10 days; and

B. If Tenant does not comply within that time; Landlord will send Tenant a second written notice terminating the lease 30 days after the second notice is mailed to Tenant. On that day Tenant is to vacate the apartment and return the keys to the Landlord. If Tenant does not vacate, Landlord may start eviction proceedings within requirements of the New York State law.

10. ABANDONED PROPERTY

Landlord shall notify Tenant of Landlords policy regarding the disposition of property left in the apartment or elsewhere on the premises after termination of this lease.

11. SECURITY DEPOSIT AND REFUND POLICY

The Tenant shall pay Landlord \$ _____ as a security deposit. Security deposits will be held in a Tenant bank account selected by the Landlord. Any interest earned will be paid to the Tenant, less statutorily allowed handling and administration charges. In order to get a refund of the security deposit the Tenant must provide the Landlord with a 30 day written notice of intent to move out. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined under the following conditions and procedures:

A. After the Tenant has moved from the unit, the Landlord will inspect the unit and prepare a written report. The Landlord will permit the Tenant to participate in the inspection if the Tenant so requests.

B. The Landlord will refund to the Tenant the amount of the security deposit after deducting the following, as applicable:

- 1) Damages that are not due to normal wear and tear and are not listed on the "unit inspection report"
- 2) Unpaid charges for repairs. late payment of rent and returned checks:
- 3) Lock-related charges; and
- 4) Unpaid rent.

C. The Landlord agrees to refund the amount due as soon as possible after the Tenant has vacated the unit. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord, the Landlord agrees to meet with the Tenant and discuss the disputed charges.

D. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to the Tenant first identified

12. LATE FEES, RETURNED CHECK POLICY

There will be a late fee of \$5.00 for any payment made after the fifth of any month. The Landlord may collect a \$15.00 administrative fee plus bank charges on any check not honored for payment. After the second occurrence, the Landlord may require payment in a form other than a personal check. Extra charges will be due immediately.

13. OBLIGATIONS OF LANDLORD AND TENANT

A. The Landlord agrees to:

- 1) Regularly clean all common areas of the project;
- 2) Maintain the common areas and facilities in a safe condition;
- 3) Maintain all building systems and Landlord provided equipment and appliances in a safe and working order;
- 4) Make necessary repairs with reasonable promptness;
- 5) Maintain outside lighting in good working order;
- 6) Provide extermination services as necessary;
- 7) Maintain the grounds and shrubs;
- 8) Annually ensure that smoke detectors in the unit and common areas are in good working order; and
- 9) Maintain the buildings and common areas in accordance with the local housing codes and regulations.

B. The Tenant agrees to:

- 1) Keep the unit clean and sanitary;
- 2) Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- 3) Not litter the grounds or common areas of the project;
- 4) Not destroy, deface, damage or remove any part of the unit, common areas or project grounds;
- 5) Give the Landlord prompt notice of any defects in plumbing, fixtures, appliances, heating or cooling equipment or any other part of the unit or related facilities;
- 6) Remove garbage and other waste from the unit in a clean and safe manner and dispose of it in the designated method;
- 7) To fully cooperate with the Landlord to achieve compliance with requirements for waste separation and recycling;
- 8) Not leave children unsupervised;
- 9) Not disturb the peaceable occupancy of others;

- 10) Not give keys to individuals not residing in the unit without prior written approval of the Landlord; and
- 11) Not create any conditions on the premises, which pose a threat to the health or safety of any person or persons.

14. DAMAGES AND PROHIBITED ALTERATIONS

A. The Landlord will make repair to the apartment, its fixtures and equipment, which are necessary because of carelessness, misuse or neglect by the Tenant or his/her visitors. The Tenant agrees to pay for the actual costs of said repairs within 30 days after receipt of the Landlord's demand for payment.

B. The Tenant agrees that the following alterations are prohibited without first obtaining the Landlord's written permission:

- 1) Change or removal of any part of the appliances, fixtures or equipment in the unit;
- 2) Painting, or installation of wallpaper or contact paper in the unit;
- 3) Attachment of awnings or window guards in the unit;
- 4) Attachment or placement of any fixtures, signs or fences on the building(s), the common areas or the project grounds;
- 5) Attachment of any shelves, screen doors or other permanent improvements in the unit;
- 6) Installation of washing machines, dishwashers, dryers, fans, freezers, heaters or air conditioners in the unit; or
- 7) Placement of any aerials, antenna or other electrical connections on the unit.

15. TENANTS USE OF PREMISES. RIGHTS OF OTHER TENANTS

The Tenant agrees that the apartment will be used only to live in and that the apartment is Tenant's primary residence and will not be used as a place of business. The Tenant may not use the apartment to conduct illegal activity. The Tenant agrees not to damage the apartment, the building, the grounds, or the common areas, or to interfere with the rights of other tenants to live in their apartments in peace and quiet. Landlord agrees to do nothing, which would prevent or interfere with Tenant's legal use of the apartment.

16. REPAIRS AFTER FIRE OR OTHER EVENT

If the apartment is damaged by fire or other event, not the fault of the Tenant and cannot be lived in, the Landlord shall have the right to repair and rehabilitate the building within a reasonable amount of time, or, shall have the right to terminate the lease.

17. LANDLORD'S RIGHT TO ENTER PREMISES

The landlord may enter the unit in the event of an emergency. or after advance notice and during reasonable hours: as part of a periodic inspection; as part of a preventive maintenance program; or to show the unit to prospective tenants after the Tenant has given notice of intent -o move. The Tenant agrees not -to install additional or different locks on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this lease ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord.

The Landlord may charge the Tenant for lock-related charges in accordance with the attachment "schedule of charges".

18. ADDITIONAL RULES

The Tenant agrees that Tenant's family and guests will obey all house rules, which are attached to this lease, and any procedures outlined. The Tenant agrees to obey additional rules established after the effective date of this lease if the rules are related to the safety, care and cleanliness of the building, and the safety, comfort and convenience of the tenants, and if the Tenant received written notice of the proposed rule at least 30 days before the rule is enforced.

19. SEPARATE REMEDY FOR ADDITIONAL CHARGES

Owner agrees to accept Tenant rental payments and to seek separate legal remedy for the collection of any other charges which may be payable to owner by Tenant.

20. GOOD CAUSES TO TERMINATE LEASE

The Tenant will be notified of violations of this paragraph. Violation of any of the provisions of this paragraph, which do not cease within 10 days of such notice, will result in termination of the lease. No further notice or opportunity will be given to the Tenant prior to termination of this lease.

The Tenant agrees that the Tenant and members of the household must not engage in or permit:

- 1) Any criminal activity, including drug-related criminal activity, and/or criminal activity involving illegal weapons in the unit or on the property.
- 2) Any other unlawful activity.

21. NOTICES

Notices to Tenant: Any required notice from Landlord to Tenant must be (A) personally delivered or (B) in writing, (1) signed by or in the name of Landlord or Landlord's agent, and (2) addressed to Tenant at the apartment and sent by certified mail to Tenant at the unit.

Notices to Landlord: Tenant will give all required notices to Landlord in writing, delivered personally or sent by mail to Landlord at Green Island Senior Housing LP, c/o Watervliet Housing Authority, 2400 Second Avenue, Watervliet, New York or at such other address as Landlord may designate. It is suggested that the notice be sent by certified mail.

22. ELDERLY AND DISABLED PERSONS, SPECIAL PROVISIONS

Tenants 60 years of age and older or tenants subject to a disability as defined in the New York State Executive law, Article 15, Section 292, who have an executed lease agreement at the time that the property is sold, or any applicable governmental regulatory agreement or loan is terminated or repaid, shall be permitted to continue occupancy at a rate where total housing costs do not exceed 30 percent of their income, unless such tenants are evicted for good cause in accordance with all applicable state laws.

23. HOUSEHOLD SIZE

Tenant understands that the Landlord will assign the units according to the size of the household in accordance with New York State Division of Housing and Community Renewal requirements of no more than two persons per bedroom and no more than two persons for a zero bedroom unit. The Landlord must offer the Tenant from among available units in the development a lease for a unit of appropriate size if a Tenant's household size increases or decreases so that it is not within these guidelines. Except as otherwise prohibited by law, Tenant's refusal to move into a unit of appropriate size when requested to do so would constitute good cause for termination of the lease and Tenant agrees to vacate the unit if requested to do so by the Landlord.

24. TENANT ASSURANCES

The Tenant makes the following statements:

- A. I understand that if there is a significant decrease in household Income, I may request a rent decrease from the Landlord.
- B. I understand that should I receive rental benefits to which I am not entitled due to my/our failure to provide information, or due to incorrect information provided by me or on my behalf by others or by any other household member, I will be required to make restitution and I agree to pay any amount of benefits to which I was not entitled.
- C. I agree to promptly provide any certificates and income verifications required by the landlord to permit determination of eligibility and, when applicable, the monthly Tenant rent to be charged.
- D. I understand and agree that my monthly rent is the amount shown in paragraph 6 may increase up to market rent as my income increases.
- E. I agree that I shall provide the Landlord a person(s) to contact in the event of death or emergency

25. EFFECT OF SALE OF PREMISES

The terms of this lease shall continue in effect in the event that the premises are transferred to a new owner.

26. NO ORAL AMENDMENTS

This Lease may not be changed except by a written agreement signed by the Landlord and the Tenant.

27. Rent Stabilization Rider

The Landlord and the Tenant agree to execute a rent stabilization rider as approved by the NYS Division of Housing and Community Renewal if and when the apartment becomes subject to the terms of the Rent the Stabilization Law.

SIGNATURES: The Tenant and the Landlord have each received identical copies of the lease; each copy signed and dated by both Landlord and Tenant.

TENANT

LANDLORD

TENANT

DATE

DATE

ATTACHMENTS: House Rules and Regulations
Apartment Inspection Move In Sheet

GREEN ISLAND SENIOR HOUSING

ADDENDUM TO LEASE

AFFORDABLE HOUSING PROGRAM REQUIREMENTS

OVERVIEW OF PROGRAM; TENANT OBLIGATIONS

This apartment complex is operated in accordance with the requirements of the Low-Income Housing Tax Credit Program ("Credit Program") governed by Section 42 of the Internal Revenue Code ("Code"). The Credit Program provides for a specific maximum monthly rent, which may be charged for apartments in this complex, which amount is subject to annual adjustments based upon median incomes as determined by the Department of Housing and Urban Development ("HUD"). The Credit Program also requires that the apartments in this complex be leased to "Qualified Households", as defined by Section 42 of the Code. As condition of occupancy of this apartment complex you agree to provide the Management Agent, on an annual basis, and as may be requested from time to time, with information necessary to determine and verify compliance with Credit Program guidelines. Such information shall include income verification and identification of family members occupying the apartment, including their name, birth date, social security number and other eligibility information required under the Credit Program. The provision of this information is a substantial and material obligation of tenants at this complex and failure to provide this information, provision of false information and/or failure to meet the eligibility requirements described herein, shall result in termination of this lease.

INCOME LIMITS (APPLICABLE TO MIXED INCOME PROJECTS ONLY)

Under current Credit Program requirements, a tenant's income is allowed to increase up to 140% of the current applicable income limit established by HUD and still remain income eligible to live in this apartment complex. If a tenant's income increases above 140% of the maximum allowable income under the Credit Program the Management Agent may:

- a. Increase the tenant's rent upon thirty (30) days written notice to the applicable market rate, causing tenant's apartment to be non-Credit Program qualified, if applicable,
- b. Transfer the tenant to the next available non-Credit Program qualified apartment, if applicable.

RENT LIMITS

If it is determined by the Management Agent that a tenant's apartment has becoming ineligible for the Credit Program due to the tenant paying more than the maximum amount of rent (including utilities) allowed under the Credit Program, the Management Agent shall pay the tenant the amount of the excess. If the tenant to whom such reimbursement is owed is no longer an occupant of the apartment complex. The Management Agent shall use its best efforts to locate the tenant for the purpose of reimbursing the excess rent.

CHANGES IN TENANT INCOME, HOUSEHOLD MEMBER ETC.

As a tenant of this apartment complex, you have been certified as being income and credit Program eligible and have signed an Income Certification Form attesting to your income eligibility. As a condition of your continuing occupancy of this apartment complex you must **immediately** notify the Management Agent of any changes to your current household status. Such changes may include, but are not limited to, changes in:

- a. household members,
- b. income or assets,
- c. full-time student status,
- d. need for a live-in care attendant, and
- e. receipt of federal subsidized rental assistance.

You are hereby advised that occupancy of an apartment in this complex by a new household member is subject to that individual's eligibility to live in the complex under Credit Program requirements. A new occupant's eligibility must be certified to prior to such occupant moving into the apartment complex.

IN WITNESS WHEREOF, the undersigned have duly executed this Addendum or caused it to be duly executed as of the date of the lease to which it is attached.

LANDLORD:

Signature: _____

Title: _____

TENANT(S):

Signature: _____

Signature: _____

Signature: _____