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## HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM OWNER'S CERTIFICATE OF CONTINUING COMPLIANCE

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HOME Program Annual Owner Certifications (AOCs) must be completed for each calendar year during the period of affordability and/or when the project has low-income tenants occupying a unit at the project. Failing to complete an AOC by the deadline will result in a notice of noncompliance.

**Certification Dates:**

**From: January 1, 2022    To: December 31, 2022**

**Project Name:**

\_\_\_\_\_

**Project Address:**

\_\_\_\_\_  
\_\_\_\_\_

**Project Phone:**

\_\_\_\_\_

**Project Fax:**

\_\_\_\_\_

**Project Email:**

\_\_\_\_\_

The undersigned \_\_\_\_\_

on behalf of \_\_\_\_\_ (the "Owner") hereby certifies that:

1. The owner received an annual certification from each low-income tenant and documentation to support that certification.  YES  NO

2. All units in the project were available for use by the general public.  YES  NO

3. Each low-income unit in the project was rent restricted according to the Land Use Restriction Agreement and/or Regulatory Agreement.  YES  NO

4. All rents for HOME-assisted units were approved by DHCD before institution and no rents exceed the approved amount.  YES  NO

5. On December 31, 2022, each building and all HOME-assisted units in the project were suitable for occupancy, taking into account state and local health, safety, and other applicable codes, ordinances and requirements, and on-going property standards established by the participating jurisdiction to meet the requirements of Section 92.251.

All units vacated during the past year were made suitable for occupancy within 30 days of the last move out.  YES  NO

No units are unsuitable for occupancy because of fire, flood, or mold.

**Unit inspections by Management are done at least:**

Quarterly  Semi-Annually  Annually

Date of last full property inspection by owner or managing agent: \_\_\_\_\_

6. Did the project receive any citations or notices for violations of local health, safety, or building codes? Please include all notices issued by state or local government during the reporting period. Use the clarification section on Page 4 to describe the violations and correction status. (DHCD may request copies of local code reports during inspections.)  YES  NO

7. An executed and updated copy of the Affirmative Fair Housing Marketing Plan (AFHMP), if applicable, is attached along with all supporting documentation (If no change since previous report, provide a copy of the AFHMP clearly marked "No Change.")

Attached     Not Attached

8. The owner has and is complying with all federal, state, and local laws relating to fair housing and equal opportunity including, but not limited to the following:

- The Federal Fair Housing Act and DC Housing Act
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disabilities Act of 1990 (ADA)
- Title VI Civil Rights Act – 1964
- Section 3 of the Housing and Urban Development Act of 1968
- Copies of marketing efforts of handicapped units to those disabilities are attached. How many handicapped equipped units are at the property? \_\_\_\_\_
- All staff at the property have undergone Fair Housing Training in the past two years.

9. Were any fees, in addition to rent, charged to the tenants that were not optional?

**Example:** Water-billing service fees, parking, non-refundable security deposit fees, etc.)

- No—No explanation required
- Yes—Listed below are all of the non-optional fees, and their amounts:

Fee: \_\_\_\_\_ Amount: \_\_\_\_\_

Fee: \_\_\_\_\_ Amount: \_\_\_\_\_

10. When a low-income or very low unit in the project became vacant during the year, reasonable attempts were made to rent that unit to tenants having a qualifying income and while the unit was vacant, no units of comparable or smaller size were rented to tenants not having a qualifying income.

YES     NO

11. When a tenant's income increased (above 60% of the Area Median Income [AMI]) so that the tenant was no longer a low income household, that household's rent was raised as appropriate according to the LURA, Regulatory Agreement, or other restrictive document and the next available unit of comparable or smaller size in the project was rented to tenants having a qualifying income.

YES     NO

12. The owner has met the requirement that no tenants were evicted for other than good cause.  YES  NO

13. All support services (if any) as proposed in the Formal Application or restricted document(s) (LURA/Regulatory Agreement) are in place.  YES  NO

14. Copies of all advertising (including AFHMP related) are attached to this certification.  YES  NO

15. Every household has been asked to complete an Ethnicity Data form.  
 YES  NO  N/A

16. Were there any units offline during the year? If yes, provide unit address & explanation below.  
 YES  NO

17. The owner has and is complying with all Violence Against Women's Act (VAWA) mandates and requirements as amended.  
 YES  NO

**CLARIFICATION SECTION:**

The Owner and any management agent appointed by the Owner have not, other than as disclosed to and approved in writing by the Department in advance, taken any of the following actions (defined terms in this Paragraph have the meanings contained in the Deed of Trust, Security Agreement and Assignment of Rents or HOME Deed of Trust, Regulatory Agreement and Declaration of Covenants):

- (a) sold, assigned, encumbered or otherwise transferred, the Mortgaged Premises or any part thereof, or permitted the sale, assignment, transfer, or encumbrance of the Mortgaged Premises, or any part thereof, or permitted any other lien against the Mortgaged Premises except the Permitted Encumbrances and any senior or subordinate liens approved by the Department at the time of the initial closing of the Loan;
- (b) sold, assigned, encumbered or otherwise transferred any personal property which is used with, or is part of, the Project, including Rents, or paid out any funds, except for reasonable operating expenses and necessary repairs and as permitted under the Loan Documents;
- (c) sold, assigned, encumbered or otherwise transferred any beneficial interest in the Mortgaged Premises required

to be approved by the Department under the Loan Documents;

- (d) dissolved, merged, sold or otherwise conveyed substantially all of Owner's assets, or the Owner's right to manage or receive the Rents;
- (e) sold, assigned, encumbered or otherwise transferred any right or interest in, or title to, any funds deposited by the Owner with the Department, or reserved by the Department for the Owner;
- (f) except as required by the Loan Documents and except as contemplated in connection with the initial rehabilitation or construction of the Project, remodeled, added to, reconstructed, or demolished any part of the Mortgaged Premises or subtracted from any real or personal property of the Project;
- (g) made or received any distribution of assets or any income of any kind of the Mortgaged Premises, except for payment for reasonable expenses incident to the operation and maintenance of the Mortgaged Premises and as permitted under the Loan Documents;
- (h) engaged in any other business or activity, including the operation of any other rental project, or incurred any liability or obligation not for the Mortgaged Premises;
- (i) required as a condition of the occupancy or leasing of any unit in the Project, any prepayment or deposit other than the prepayment of the first month's rent and a security deposit not exceeding one month's rent;
- (j) permitted the use of the dwelling units of the Project for any purpose except the use which was originally intended, or permitted commercial use greater than that approved by the Department; or
- (k) incurred any liability direct or contingent including, without limitation, wages or salaries, other than for current operating expenses.

**The certification MUST be signed by the Owner or General Partner of record for tax purposes.**

This certification is for the annual period beginning January 1, 2022 through December 31, 2022.

**Name:** \_\_\_\_\_  
**(Insert Owner-GP Name)**

**Title:** \_\_\_\_\_  
**(Insert Title)**

**Signature:** \_\_\_\_\_  
**(Owner)**

**Date:** \_\_\_\_\_

**Warning:** Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to willfully falsify a material fact or make a false statement in any matter within the jurisdiction of a federal agency.