

**ATTACHMENT**

**ADDENDUM REGARDING HOME REGULATORY AGREEMENT**

Reference is hereby made to (i) that certain Lease Agreement between the undersigned Tenant and the Landlord described therein, as Landlord, as it may be amended and modified from time to time (the “**Lease**”) and (ii) that certain Community Development Administration Regulatory Agreement dated as of \_\_\_\_\_, 20\_\_\_\_ and executed by and between the Landlord and the Community Development Administration, a unit of the Division of Development Finance of the Department of Housing and Community Development, a principal department of the State of Maryland, as it may be amended and modified from time to time (the “**HOME Regulatory Agreement**”), the relevant portions of which are attached hereto.

It is understood and agreed that in the event of any inconsistency between the terms, conditions, and provisions of the Lease and the HOME Regulatory Agreement, the HOME Regulatory Agreement shall control and prevail over the Lease.

By signing below, Landlord and Tenant each acknowledges that it has read, understands, and agrees to the foregoing.

\_\_\_\_\_  
Landlord  
Date:

\_\_\_\_\_  
Tenant  
Date:

\_\_\_\_\_  
Tenant  
Date:

See Attachment

Section 3.1(e) Leases. The lease between the Borrower and any tenant shall be for one year, unless the Borrower and the tenant agree otherwise, and shall not contain an agreement by the tenant:

- (i) To accept less than 30 days notice of any rent increase;
  - (ii) To be sued, to admit guilt, or confess judgment in favor of the Borrower in a legal proceeding related to the lease;
  - (iii) That the Borrower may take, hold or sell personal property of household members without notice and a court decision on the rights of the parties;
  - (iv) To waive any legal liability arising from the Borrower's, or its agent's, intentional or negligent acts or failure to act;
  - (v) That the Borrower may initiate a lawsuit against the tenant without notice to the tenant;
  - (vi) That the Borrower may evict the tenant, or any household member, without obtaining a court decision on the merits, in which the tenant had the opportunity to present a defense;
  - (vii) To waive any right to trial by jury;
  - (viii) To waive any appeal rights or otherwise challenge a court decision concerning the lease;
- and
- (ix) To pay legal fees or costs if the tenant wins in court.

Section 3.1(f) Lease Terminations. A lease may only be terminated, or a renewal be refused, upon 30 days written notice to the tenant and after:

- (i) Serious or repeated violations of the lease terms;
- (ii) A violation of law;
- (iii) Completion of the tenancy period for transitional housing (if any); or
- (iv) Other good cause.