

Exhibit DD

Form of Housing Declaration (Market Rate)

DECLARATION OF COVENANTS AND RESTRICTIONS

(Ford Site)

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made as of the ____ day of _____, 20__ (the "Effective Date"), by _____ (together with any successor fee title owner of the Property defined below, "Declarant").

Recitals:

A. Declarant is the owner of certain real property situated in the City of Saint Paul (the "City"), County of Ramsey, State of Minnesota, and legally described in the attached **Exhibit A** (the "Property"), which such Property is a part of that certain larger parcel of land consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant and is commonly known as the Ford Redevelopment Site (the "Redevelopment Area").

B. The Redevelopment Area and Property are subject to the "Ford Site Zoning and Public Realm Master Plan" adopted by the City pursuant to City Council Resolution No. RES PH 17-261 and City Ordinance No. ORD 17-40, as amended by City Council Resolution No. RES PH 19-73 and City Ordinance No. ORD 19-19, and further amended by City Council Resolution No. RES PH 19-256 and City Ordinance No. ORD 19-54 (collectively, the "Master Plan").

C. The Redevelopment Area and Property is also currently subject to that certain Redevelopment Agreement (the "Redevelopment Agreement") dated December __, 2019 and entered into by and among the City, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority"), and Project Paul, LLC, a Delaware limited liability company ("Developer"), pursuant to which Developer will construct and install certain infrastructure improvements within the Redevelopments Area and the City and the Authority will provide certain financial assistance in connection with such improvements, all in furtherance of the redevelopment of the Redevelopment Area in accordance with the Master Plan.

D. In accordance with the Master Plan and the Redevelopment Agreement, Developer is responsible to ensure that at least 20% of the aggregate housing units constructed in the Redevelopment Area (i.e. approximately [763] of approximately [3,807] total) (the "Total Affordability Requirement") must be available for rent or for purchase at rates specified therein considered affordable to certain low- and moderate-income households (each an "Affordable Unit" and, collectively, the "Affordable Units") in accordance with affordability standards as determined and announced from time to time by the U.S. Department of Housing and Urban Development ("HUD").

E. As set forth in the Affordable Housing Schedule attached as Exhibit __ to the Redevelopment Agreement, Declarant anticipates that the Property will be improved with a multifamily rental housing project (the "Housing Project") consisting of [____] housing units (the "Project Units"), of which at least [____] of such housing units will be Affordable Units (the "Project Affordable Units").

F. In partial satisfaction of the Total Affordability Requirement, Declarant has agreed to enter into this Declaration and thereby impose certain restrictive covenants upon the Property to ensure that the Project Affordable Units will remain affordable to certain low- and moderate-income households, all upon the terms and conditions set forth in this Declaration.

NOW, THEREFORE, Declarant makes the following declaration, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on all parties in interest and their respective successors and assigns:

1. Use Restriction. During the period commencing on the date hereof and terminating on the latest of (i) the 30th anniversary of the date hereof, or (ii) the latest date that any tax increment financing district, established on the Property prior to the commencement of construction of the Housing Project, is terminated in accordance with Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “TIF Act”), or (iii) the 30th anniversary of the date a certificate of occupancy is issued by the City for all Project Units (the “Qualified Project Period”), without the prior written approval of the City and the Authority, the Property shall not be used for any purpose other than a multifamily rental housing facility meeting the requirements set forth in Section 2 hereof; provided that such multifamily rental housing facility may be incorporated into a mixed use facility.

2. Occupancy Requirements and Restrictions.

(a) Project Affordable Units. The Project Affordable Units will consist of the following:

(i) at least 1% of the Project Units will be reserved for households who have a combined gross annual income which does not exceed 60% of AMI (each a “60% Unit”); provided that, prior to commencing construction of the Housing Project and closing on the financing thereof, such percentage may be adjusted, and Declarant shall record an amendment to this Declaration as necessary to meet the Total Affordability Requirement and conform to the Affordable Housing Schedule attached as Exhibit __ to the Redevelopment Agreement, as modified from time to time in accordance with the Section 9.1(d) Redevelopment Agreement.

(ii) Project Affordable Unit types (size, number of bedrooms/bathrooms) should be proportionate to all non-Project Affordable Units and share the same entrance, common areas and amenities.

For purposes of this Declaration, “AMI” means the Area Median Income for the Minneapolis-Saint Paul-Bloomington Metropolitan Statistical Area (including adjustments for household size), as determined by HUD. For purposes of clarity, the phrase “at least” means that any percentage above which results in a fractional number of Project Units shall be rounded up to the next highest whole number of Project Units.

(b) Qualifying Tenants. Each Project Affordable Unit shall be leased to and occupied (or held vacant and available for occupancy) for the duration of the Qualified Project Period only by a household who, at initial occupancy, has a combined gross annual income which does not exceed 60% of AMI (each a “Qualifying Tenant”). Each subsequent tenant of the Project Affordable Unit must be a Qualifying Tenant. If during their tenancy a Qualifying Tenant’s income exceeds 140% of the Median Income, the next available Project Unit (determined in accordance with the Code and applicable regulations) (the “Next Available Unit Rule”) must be leased to a Qualifying Tenant or held vacant and available for occupancy by a Qualifying Tenant. If the Next

Available Unit Rule is violated, the Project Unit will not continue to be treated as a Project Affordable Unit.

(c) Rental Rates. Each Project Affordable Unit shall bear annual rents not greater than the rental rate limits for the applicable Qualifying Tenant (adjusted for bedroom count, and including utilities) as determined and announced from time to time by HUD, such annual rents for the Project Affordable Units shall not be greater than 30% of 60% of AMI. During the Qualified Project Period, the form of lease to be utilized by Declarant in renting Project Affordable Units will provide that rental rates charged to any tenant of a Project Affordable Unit cannot be increased more than once in any 12-month period.

(d) Certification of Tenant Eligibility. No tenant household shall be approved by Declarant for initial occupancy of a Project Affordable Unit unless and until Declarant has determined (through verification of income, assets, expenses, and deductions) whether such tenant household is a Qualifying Tenant for the applicable Project Affordable Unit. Each person who is intended to be a Qualifying Tenant will be required at the commencement of the initial lease of a Project Affordable Unit to sign and deliver to Declarant a “Certification of Tenant Eligibility” substantially in the form attached as Exhibit B, or in any other form as may be approved in writing by the City or the Authority (the “Eligibility Certification”), in which the prospective tenant certifies as to qualifying as an applicable Qualifying Tenant. Eligibility Certifications may be obtained no more than 120 days before a Qualifying Tenant occupies a Project Affordable Unit. In addition, the person will be required to provide whatever other information, documents, or certifications are deemed reasonably necessary by the City to substantiate the Eligibility Certification. Eligibility Certifications will be maintained on file by Declarant with respect to each Qualifying Tenant who resides or resided in a Project Affordable Unit for a period of 10 years following the end of the Qualified Project Period. Declarant must re-examine and verify the income of each tenant household living in a Project Affordable Unit annually. No re-certification shall be required if a Qualifying Tenant moves to a different Project Unit.

(e) Leases. The form of lease to be utilized by Declarant in renting Project Affordable Units will provide for termination of the lease and consent by the tenant to eviction for failure to qualify as a Qualifying Tenant with respect to the applicable Project Affordable Unit as a result of any material misrepresentation made by the tenant with respect to the Eligibility Certification.

(f) Termination of Declaration. The term of this Declaration commences on the Effective Date and will expire upon the end of the Qualified Project Period.

3. Additional Covenants, Representations, and Warranties of Declarant.

(a) Annual Certification. Declarant shall prepare and submit to the City and the Authority, annually for approval on the basis of compliance with this Declaration, a certificate substantially in the form of the attached Exhibit C, executed by Declarant, (i) identifying the tenancies and the dates of occupancy (or vacancy) for all Qualifying Tenants based on the Eligibility Certification prepared at initial occupancy of the Project Affordable Unit by the Qualifying Tenant, including the percentage of the Project Units which were occupied by Qualifying Tenants (or held vacant and available for occupancy by Qualifying Tenants) at all times during the year preceding the date of the certificate; (ii) describing all transfers or other changes in ownership of the Housing Project or any interest therein; and (iii) stating, that to the actual knowledge of the person executing the certificate, that all Project Affordable Units were rented or available for rental on a continuous basis during the year to Qualifying Tenants and that Declarant was not otherwise in default under this Declaration during the year. Such certification shall be

submitted each January 31 during the Qualified Project Period, commencing with the January 31 following the date a certificate of occupancy for the Housing Project is issued by the City. Annual Certifications will be maintained on file by Declarant for a period of 10 years following the end of the Qualified Project Period.

(b) Books and Records. Upon reasonable prior notice, Declarant will permit any duly authorized representative of the City or the Authority to inspect the books and records of Declarant pertaining to the income of Qualifying Tenants residing in the Housing Project.

(c) Section 8 Housing. Declarant shall accept tenants who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, as amended, codified as 42 U.S.C. Sections 1401 et seq., or its successor. Declarant shall not adopt any policies specifically excluding rental to tenants holding Section 8 certificate/voucher holders solely because of the status of the prospective tenant as such a holder.

(d) Consents and Subordination. Declarant shall obtain the consent to this Declaration of any prior recorded lien-holder for the Property or the Housing Project and shall cause such liens to be subordinated to this Declaration. Declarant has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof and that, in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations set forth herein and supersede any other document's provisions in conflict herewith.

(e) No Violation. The execution and performance of this Declaration by Declarant (i) will not violate or, as applicable, have not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, have not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which Declarant is a party or by which it, the Property or the Housing Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

4. Enforcement. In the event of a violation by Declarant of any covenant or restriction in this Declaration, and such violation continues for a period of 30 days after written notice of such violation from the City or the Authority to Declarant, then the City and the Authority will be entitled to exercise the following remedies, in addition to any other remedies provided to the City or the Authority in any other agreement between the Declarant and either the City or the Authority:

(a) If the uncured violation relates to the covenants and restrictions set forth in Section 2(a) [Project Affordable Units], Section 2(b) [Qualified Tenants], and/or Section 2(c) [Rental Rates], with respect to one or more Project Affordable Units, then Declarant shall pay to the City, as liquidated damages in lieu of actual damages, an amount equal to two-times the annual market rent for a housing unit which is comparable to the applicable Project Affordable Unit(s) for each Project Affordable Unit to which such uncured violation relates. The City's acceptance of any liquidated damages pursuant to this subsection shall not constitute a waiver of Declarant's violation or prevent the City from exercising its remedies under clause (b) below. The parties agree that the liquidated damages described herein represent a reasonable estimate for the monetary damages the City would incur in the event of any such uncured violation.

(b) For any uncured violation of the covenants and restrictions of this Declaration the City or the Authority may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation, or enforce specific performance by Declarant of the covenants and/or restrictions set forth in this Declaration.

(c) The City may withhold any site plan approvals or building permits for any proposed use of the Property which does not comply with Section 1 hereof.

In no event shall the Declarant be in default if the Declarant establishes that the noncompliance was due to fraudulent misrepresentations by a tenant, provided that the Declarant use commercially reasonable efforts to remove that tenant from the Project Affordable Unit as provided in the lease in accordance with Section 2(e).

No delay in enforcing the provisions of said covenants or restrictions as to any violation shall impair, damage or waive the right to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

5. Indemnification. Declarant hereby indemnifies, and agrees to defend and hold harmless, the City, the Authority and their respective officers, officials, employees, and agents, from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, allegations, claims, demands, and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by Declarant to comply with the terms of this Declaration, or on account of any representation or warranty of Declarant contained herein being untrue.

6. Severability. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

7. Notices. Any notice, approval, consent, payment, demand, communication, authorization, delegation, recommendation, agreement, offer, report, statement, certification or disclosure required or permitted to be given or made under this Declaration, whether or not expressly so stated, shall not be effective unless and until given or made in writing and shall be deemed to have been duly given or made as of the following date: (a) if delivered personally by courier or otherwise, then as of the date delivered or if delivery is refused, then as of the date presented; or (b) if sent or mailed by certified U.S. mail, return receipt requested, or by Federal Express, Express Mail or other mail or overnight courier service, then as of the date received. All such communications shall be addressed as follows (which address(es) for a party may be changed by that party from time to time by notice to the other parties). No such communications to a party shall be effective unless and until deemed received at all address(es) for such party:

If to Declarant: The address of record for real property tax assessment notices with respect to the Property.

If to the City or the Authority: City of St. Paul (PED)
City Hall Annex
25 West 4th Street, Suite 1300
St. Paul, MN 55102
Attn: Director of Planning and Economic Development

With a copy to: City of St. Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

With a copy to: Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this section.

8. Amendment. The provisions of this Declaration shall not be amended, terminated or deleted, except by an instrument in writing duly executed by the City and the Authority and the then-current Declarant in accordance with Section 9.1(c) and (d) of the Redevelopment Agreement.

9. Governing Law. This Declaration is governed by the laws of the state of Minnesota and, where applicable, the laws of the United States of America.

10. Attorneys' Fees. In case any action at law or in equity, including an action for declaratory relief, is brought against Declarant to enforce the provisions of this Declaration, Declarant agrees to pay the reasonable attorneys' fees and other reasonable expenses paid or incurred by the City or the Authority in connection with the action.

11. Covenants Running with the Land. Declarant intends, declares and covenants, on behalf of itself and all future owners and operators of the Property and the Housing Project, that this Declaration and the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and transfer of the Property and the Housing Project (a) shall be and are covenants running with the Property and the Housing Project, encumbering the Property and the Housing Project, binding upon Declarant's successors in title and all subsequent owners and operators of the Property and the Housing Project; (b) are not merely personal covenants of Declarant; and (c) shall bind Declarant (and the benefits shall inure to the City and the Authority) and its respective successors and assigns.

12. Removal from Real Estate Records. Upon the expiration or termination of this Declaration, the City and the Authority will, upon request and at the expense of Declarant or its assigns, execute and deliver a termination of this Declaration to Declarant or its assigns for recording in the real estate records of Ramsey County, Minnesota.

13. Estoppel. In connection with financing or refinancing the costs of constructing the Housing Project, the City or the Authority will, upon written request from Declarant at least 30 days prior to the date of closing on such financing or refinancing, execute and deliver a statement either (A) certifying that (i) to its actual knowledge this Declaration is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); and (ii) that neither the City nor the Authority has notified Declarant that it is in default hereunder (or, if Declarant is in default, describing the nature of such default in reasonable detail) or (B) stating the additional information needed in order to respond to such request.

14. **[Insert for Mixed Use Property] Subdivision: Release of Alternate Housing Declaration.** Declarant acknowledges that, as of the Effective Date, the Property forms a “Mixed Housing Block” under the Redevelopment Agreement. As contemplated in the Redevelopment Agreement, Declarant anticipates that the Property, as a Mixed Housing Block, will be subdivided into two Lots, with one Lot being improved with an Affordable Rental Element (the “Affordable Lot”) and one Lot being improved with a Market Rate Rental Element (the “Market Rate Lot”). Declarant shall notify the City and the Authority of its application to subdivide the Property into the Affordable Lot and the Market Rate Lot, which such notice shall identify the portions of the Property proposed to be the Affordable Lot and the Market Rate Lot, as applicable. If the proposed subdivision does not comply with the Lot areas contained in the then-current Affordable Housing Schedule, Declarant shall simultaneously with such notice submit a proposed Affordable Housing Modification. Upon the completion of all conditions precedent to, and recording of, the subdivision of the Property into the Affordable Lot and the Market Rate Lot (and following the Authority’s and City’s approval of any applicable Affordable Housing Modification), this Declaration shall (i) continue in full force and effect solely with respect to the [Affordable Lot][Market Rate Lot] and (ii) automatically terminate, be released, and be of no further force or effect with respect to the [Affordable Lot][Market Rate Lot]. The City and Authority shall promptly prepare and execute such recordable instrument as Declarant may reasonably request to confirm the termination and release this Declaration from the [Affordable Lot][Market Rate Lot] which Declarant shall record in the applicable Recording Office at Declarant’s sole expense.

[Remainder of this page intentionally left blank; signature on following page]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first written above

[_____,
a _____]

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of _____, a _____, on behalf of the _____.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

Exhibit A

Legal Description of the Property

[To be inserted at time of execution]

Exhibit B

Form of Certification of Tenant Eligibility

TENANT INCOME CERTIFICATION

Initial Certification Recertification Other _____

Effective Date: _____
 Move-in Date: _____
 (MM/DD/YYYY)

PART I. DEVELOPMENT DATA			
Property Name: _____	County: _____	BIN #: _____	
Address: _____	Unit Number: _____	#Bedrooms: _____	

PART II. HOUSEHOLD COMPOSITION						
HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)	Last 4 Digits of Social Security No. if applicable
1						
2						
3						
4						
5						
6						
7						
8						

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)				
HH Mbr #	(A) Employment or Wages	(B) Social Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$ _____	\$ _____	\$ _____	\$ _____
Add totals from (A) through (D), above			TOTAL INCOME (E):	\$ _____

PART IV. INCOME FROM ASSETS				
HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:			\$ _____	\$ _____
Enter Column (H) Total If over \$5,000 \$ _____ X Current Passbook Rate =		(J) Imputed Income		\$ _____
Enter the greater of the total of Column (I) or (J); imputed income			TOTAL INCOME FROM ASSETS (K)	\$ _____

(L) Total Annual Household Income from All Sources [Add (E) + (K)]			\$ _____
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HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full-time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

_____ Signature	_____ (Date)	_____ Signature	_____ (Date)
_____ Signature	_____ (Date)	_____ Signature	_____ (Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1	\$ 	Designated Income Restriction: <input type="checkbox"/> 80% <input type="checkbox"/> 70% <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> 20% <input type="checkbox"/> ___%	RECERTIFICATION ONLY: Designated Income Limit x 140% (170% for Deep Rent Skewing): \$ _____ <i>(Designated Income Limit: 20-50 properties use 50%; 40-60 properties use 60%; Average Income Test properties use 60% for all units with income designations that are 60% or lower and actual unit designation for units at 70% and 80%)</i>
Current Income Limit per Family Size:	\$ _____		
Household Income at Move-in:	\$ _____		
Household Size at Move-in:	_____		
			Household is over income at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No

PART VI. RENT	
Tenant Paid Rent:	\$ _____
Utility Allowance:	\$ _____
Rental Assistance:	\$ _____
Other non-optional charges and mandatory fees:	\$ _____
Gross Rent For Unit (See Instructions):	\$ _____
Unit Meets Rent Restriction at: <input type="checkbox"/> 80% <input type="checkbox"/> 70% <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> 20% <input type="checkbox"/> ___%	
Is the source of the Rental Assistance Federal? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If No, what is the source of the assistance?</i> _____ <i>If Yes, identify the type of Federal Rental Assistance:</i>	
<input type="checkbox"/> HUD Multi-Family Project-Based Rental Assistance (PBRA) <input type="checkbox"/> HUD Housing Choice Voucher (HCV-tenant based) <input type="checkbox"/> HUD Section 8 Moderate Rehabilitation <input type="checkbox"/> HUD Project-Based Voucher (PBV) <input type="checkbox"/> Public Housing Operating Subsidy <input type="checkbox"/> USDA Section 521 Rental Assistance Program <input type="checkbox"/> HOME Tenant Based Rental Assistance (TBRA) <input type="checkbox"/> Other Federal Rental Assistance	

PART VII. STUDENT STATUS		
ARE ALL OCCUPANTS FULL-TIME STUDENTS? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, enter Student Explanation* and attach documentation Enter 1-5	*Student Explanation 1. TANF assistance 2. Previously in state foster care system 3. Job Training Program 4. Single parent/dependent child 5. Married/joint return

PART VIII. PROGRAM TYPE				
Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.				
a. Housing Credit <input type="checkbox"/>	b. HOME <input type="checkbox"/>	c. Tax-exempt Housing Bond <input type="checkbox"/>	d. National HTF <input type="checkbox"/>	e. _____ <input type="checkbox"/> <i>(Name of Program)</i>
See Part V above.	<i>Income Status</i> <input type="checkbox"/> ≤ 50% AMGI <input type="checkbox"/> ≤ 60% AMGI <input type="checkbox"/> ≤ 80% AMGI <input type="checkbox"/> OI**	<i>Income Status</i> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 60% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	<i>Income Status</i> <input type="checkbox"/> 30%/Poverty line <input type="checkbox"/> 50% AMGI <input type="checkbox"/> OI**	<i>Income Status</i> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> OI**
** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.				

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE _____ DATE _____

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I. Development Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., resyndication, a unit transfer, a change in household composition, or other state-required recertification).

Move-in Date	Enter the date the tenant has or will take occupancy of the unit.
Effective Date	Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous(re)certification. For acquisition/rehabilitation where existing tenants are being initially certified within 120 days of the date of acquisition, the effective date is the date of acquisition. Otherwise the effective date is the date the existing household signs the TIC.
Property Name	Enter the name of the development.
County	Enter the county (or equivalent) in which the building is located.
BIN #	Enter the building identification number (BIN) assigned to the building (from IRS Form 8609).
Address	Enter the address of the building.
Unit Number	Enter the unit number.
# Bedrooms	Enter the number of bedrooms in the unit.

Part II. Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following coded definitions:

H	-	Head of household	S	-	Spouse
A	-	Adult co-tenant	F	-	Foster child(ren)/adult(s)
C	-	Child	O	-	Other
L	-	Live-in caretaker			

Enter the date of birth, student status, and Social Security number or alien registration number for each occupant.

If there are more than eight (8) occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III. Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the verification forms obtained from each income source, enter the gross amount anticipated to be received for the 12 months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List the respective household member number from Part II.

Column (A)	Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
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- Column (B) Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
- Column (C) Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).
- Column (D) Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.
- Row (E) Add the totals from columns (A) through (D), above. Enter this amount.

Part IV. Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third-party verification forms obtained from each asset source, list the gross amount anticipated to be received during the 12 months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

- Column (F) List the type of asset (i.e., checking account, savings account, etc.).
- Column (G) Enter C (for current, if the family currently owns or holds the asset) or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).
- Column (H) Enter the cash value of the respective asset. Cash value is the market value less expenses involved in converting the asset to cash.
- Column (I) Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate). Anticipated income is the market value multiplied by the interest rate for the asset.
- TOTALS Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by current passbook rate and enter the amount in (J), Imputed Income.

- Row (K) Enter the greater of the total in Column (I) or (J).
- Row (L) Total Annual Household Income from All Sources Add (E) and (K) and enter the total.

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than five (5) days prior to the effective date of the certification.

Part V. Determination of Income Eligibility

- Total Annual Household Income from All Sources Enter the number from item (L).
- Current Income Limit per Family Size Enter the Current Move-in Income Limit for the household size at the designated income limit for that unit.

Household Income at Move-In	For recertifications only. Enter the household income from the move-in certification.
Household Size at Move-In	On the adjacent line, enter the number of household members from the move-in certification.
Household Meets Income Restriction	Check the appropriate box for the income restriction that the household meets according to what is required by the minimum set-aside(s) for the project, including the specific unit designation for Average Income Test developments.
Current Income Limit x 140% (170% for Deep Rent Skewed)	For recertifications only. Multiply the Current Maximum Move-in Income Limit by 140% (170% for Deep Rent Skewed) and enter the total. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% (170% for Deep Rent Skewed) of the current income limit, then the available unit rule must be followed. For units designated at 50 percent or below in Average Income Test developments, use 60% limit for Current Income Limit.

Part VI. Rent

Tenant Paid Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Rental Assistance	Enter the amount of rent assistance, if any.
Other Non-Optional Charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Rent for Unit	Enter the total of tenant paid rent plus utility allowance and other non-optional charges.
Source of Rental Assistance	Check whether the rental assistance is provided under a federal rental assistance program. If so, check the type of federal rental assistance in one of the boxes below. If the rental assistance is not provided under a federal rental assistance program, indicate the source of the assistance.
Unit Meets Rent Restriction at	Check the appropriate rent restriction that the unit meets according to what is required by the minimum set-aside(s) for the project, including the specific unit designation for Average Income Test developments.

Part VII. Student Status

If all household members are full-time* students, check "yes." If at least one household member is not a full-time student, check "no."
 If "yes" is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

**Full time is determined by the school the student attends.*

Part VIII. Program Type

Mark the program(s) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification. If the property does not participate in the HOME Investment Partnerships (HOME) program, Tax-Exempt Housing Bond, Housing Trust Fund (HTF), or other housing program, leave those sections blank.

Tax Credit	See Part V above.
HOME	If the property receives financing from the HOME program and the unit this household will occupy will count toward the HOME program set-asides, mark the appropriate box indicating the household's income designation for purposes of HOME.

- Housing Bond If the property receives financing from the tax-exempt Housing Bond program, mark the appropriate box indicating the household's income designation for purposes of the Housing Bond program.
- HTF If the property receives financing from HTF and this household's unit will count towards the HTF set-aside requirements, mark the appropriate box indicating the household's income designation for purposes of HTF.
- Other If the property participates in any other affordable housing program, complete the information as appropriate.

SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner's representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

Exhibit C

Form of Annual Certification

Certificate of
Continuing Program Compliance

Date: _____

The following information with respect to the Housing Project located at _____, St. Paul, Minnesota (the "Housing Project"), is being provided by _____ (the "Owner") to the City of St. Paul, Minnesota (the "City") and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority"), pursuant to that certain Declaration of Covenants and Restrictions (Ford Site), dated _____, 2019 (the "Declaration"), with respect to the Housing Project:

(A) The total number of residential units which are available for occupancy is _____. The total number of these units occupied is _____.

(B) The following residential units (identified by unit number) are currently occupied by "Qualifying Tenants," as the term is defined in the Declaration (for a total of ___ units):

60% Units: _____

(C) The following residential units which are included in (B) above, have been re-designated as residential units for Qualifying Tenants since _____, 20____, the date on which the last "Certificate of Continuing Program Compliance" was filed with the City and the Authority by the Owner:

Unit Number	Previous Designation of Unit (if any)	Replacing Unit Number
_____	_____	_____
_____	_____	_____

(D) The following residential units are considered to be occupied by Qualifying Tenants based on the information set forth below:

	Unit Number	Number of Persons Residing in the Unit	Number of Bedrooms	Total Adjusted Gross Income	Income as a Percentage of AMI	Rental Rate	Rent as a Percentage of Income	Date of Initial Occupancy
1								
2								
3								
4								
5								

6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

[expand to number of Project Affordable Units]

*Note: if vacant indicate if held available for Qualifying Tenant (as “Vacant-QT”)

(E) The Owner has obtained a “Certification of Tenant Eligibility,” in the form provided as **EXHIBIT B** to the Declaration, from the Qualifying Tenants in each unit listed in (D) above, and each such Certificate is being maintained by the Owner in its records with respect to the Housing Project.

(F) In renting the residential units in the Housing Project, the Owner has not given preference to any particular group or class of persons (except for persons who qualify as Qualifying Tenants); and none of the units listed in (D) above have been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes. All of the Project Affordable Units have been rented pursuant to a written lease which provides that rental rates charged to any Qualifying Tenant of a Project Affordable Unit cannot be increased more than once in any 12-month period.

(G) The information provided in this “Certificate of Continuing Program Compliance” is accurate and complete, and no matters have come to the attention of the Owner which would indicate that any of the information provided herein, or in any “Certification of Tenant Eligibility” obtained from the Qualifying Tenants in each unit listed in (D) above, is inaccurate or incomplete in any respect.

(H) The Housing Project is in continuing compliance with the Declaration.

(I) As set forth in (B) above, the Owner certifies that as of the date hereof at least the percentages required by Section 2(a) of the Declaration of the residential dwelling units in the Housing Project are occupied or held open for occupancy by Qualifying Tenants, as defined and provided in the Declaration.

(J) The rental levels for each Qualifying Tenant comply with the maximum permitted under the Declaration.

IN WITNESS WHEREOF, I have hereunto affixed my signature, on behalf of the Owner, on _____, 20__.

 By _____
 Its _____

