

Owners covenant that occupancy of rent supplement units shall be permitted only upon execution of a lease in the form prescribed by the Commissioner, wherein the Lessee.

See above

4. The Commissioner shall be permitted to execute a lease which shall be subject to the following conditions, where the Lessee:

- (1) certifies the accuracy of the statements made in the application and income survey,
- (2) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his tenancy; that he will comply promptly with all requests for information with respect thereto from the Owners or the Commissioner, and that his failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his tenancy,
- (3) agrees that, if family income limitations for continuing occupancy which may be established from time to time by the Commissioner are exceeded the lease may be terminated upon receiving a thirty day notice in writing from the Owners, which may be given at the discretion of the Owners or at the direction of the Commissioner, he will quit and deliver up possession of the premises,
- (4) agrees that at such time as the Owners or Commissioner may direct he will furnish to the Owners certification of the then current family income.

(b) Owners shall make dwelling accommodations and services of the project available to occupants at charges not exceeding those established in accordance with a schedule approved in writing by the Commissioner. Such accommodations shall not be rented for a period of less than thirty days or for more than one year. Commercial facilities, if any, shall be rented at not less than the rate approved by the Commissioner. Subleasing of accommodations shall be prohibited without prior written approval of Owners and any lease shall so provide. Upon discovery of any unapproved sublease, Owners shall immediately demand cancellation and notify the Commissioner thereof.

(c) The Owner shall have the right to charge to and receive from any tenant such amounts as from time to time may be mutually agreed upon between the tenant and the Owner and approved in writing by the Commissioner for any facilities and/or services which may be furnished by the Owner or others to such tenant upon his request, in addition to the facilities and services included in the approved "Rental Schedule".

(d) The Commissioner will at any time entertain a written request for a rent increase properly supported by substantiating evidence and within a reasonable time shall:

- (1) Approve a rental schedule that is necessary to compensate for any net increase, occurring since the last approved rental schedule, in taxes (other than income taxes) and operating and maintenance expenses over which owners have no effective control, or
- (2) Deny the increase stating the reasons therefor.

5. (a) Owners shall not execute or file for record any instrument which imposes a restriction upon the sale, leasing, or occupancy of the property subject to the insured mortgage on the basis of race, color, or creed.

(b) Owners shall not in selecting tenants discriminate against any person or persons by reason of the fact that there are children in the family.

(c) The Commissioner shall be permitted to execute a lease which shall be subject to the following conditions, where the Lessee:

(1) certifies the accuracy of the statements made in the application and income survey,

(2) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his tenancy; that he will comply promptly with all requests for information with respect thereto from the Owners or the Commissioner, and that his failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his tenancy,