NEW YORK STATE HOUSING TRUST FUND CORPORATION
LEADING IN LEAD PREVENTION PROGRAM
DECLARATION OF INTEREST IN PROPERTY

Program funds granted by Niagara County Department of Health to:

PROPERTY OWNER(S):_____
PROPERTY:_____
MUNICIPALITY:_____, COUNTY:_____
SECTION/BLOCK/LOT:_____
AMOUNT OF GRANT ASSISTANCE:__$40,000.00_____

This Declaration, made and executed this _____ day of _____, 202__, is given to the Department of Health of Niagara County, New York State ("Local Program Administrator") by (Property Owner(s)):_____

RECITALS

WHEREAS, the undersigned is/are the owner(s) ("Owner") of the property described above and in the attached Exhibit A ("Property"); and

WHEREAS, the Owner is an "Eligible Participant" in the Leading in Lead Prevention Program and

WHEREAS, the Local Program Administrator entered into a LEAD Grant Agreement (the "Agreement") with the Housing Trust Fund Corporation ("HTFC") dated April 14, 2025; and

WHEREAS, pursuant to the Agreement, Local Program Administrator provided Leading in Lead Prevention Pilot Program ("LEAD") funds to Owner for the purposes of LEAD ABATEMENT FOR the Property; and

WHEREAS, the Owner must comply with the terms of the Program Agreement, regulatory requirements and Policies and Procedures of the Housing Trust Fund Corporation as they relate to the Property for a period of five (5) years after the closeout of the grant from which the assistance to the Property was provided; and

NOW, THEREFORE, the Owner hereby declares that for a period of five (5) years (the "Regulatory Period"), which commenced on _____(Today's Date) and terminating _____ ("Termination Date"), Property owners are required to meet ongoing maintenance and regulatory requirements for a property assisted with LEAD funds for a period of five years from the date of final inspection. This requires that any assisted improvements be maintained in a manner that is consistent with the goals of the LEAD program for the regulatory term and that rent increases are restricted for assisted residential units. For non-regulated units, upon vacancy, units

may be marketed based on market rates, but rent may not be increased more than 3% annually for lease renewal or at vacancy. Regulated units must conform to existing regulatory agreements. In all cases, rent and rent increases must conform with all state and local laws and requirements.

In the event of non-compliance or resale, the amount of grant funds will be subject to repayment in accordance with a simple annual declining balance, based on the five-year regulatory term.

Owner further declares that for the duration of the Regulatory Period, any first position mortgage given by the Owner for the purpose of construction or permanent financing of the Premises shall not be refinanced without the prior written consent of [LPA name].

This Declaration is expressly subject and subordinate to any mortgage given by the Owner for the purpose of construction or permanent financing of the Property, whether or not such mortgage is recorded prior to the date of this Declaration.

All the grants, covenants, terms, provisions, and conditions contained herein shall run with the land, binding all subsequent owners, encumbrances, and tenants of the Property. In the event the Owner shall breach any such grant, covenant, term, provision, or condition, the Owner must return the Grant Assistance to the LPA for recapture by HTFC. The amount to be repaid and recaptured shall be determined by reducing the original amount of Grant Assistance disbursed to the Owner by one-fifth ($1/5^{th}$) for each year of the Regulatory Period the Owner was in compliance hereunder. Repayment will be calculated in accordance with the following schedule:

Months 0-12:	100% repayment due
Months 13-24:	80% repayment due
Months 25-36:	60% repayment due
Months 37-48:	40% repayment due
Months 49-60:	20% repayment due
Months 61 and beyond:	0% repayment due

This Declaration shall be recorded in the Office of the Clerk of the County in which the Property is located and shall automatically lapse on the Termination Date.

IN WITNESS WHEREOF, this instrument has been signed the day and year set forth above.

OWNER(S): MAILING ADDRESS:

_____ _____

<<Owner 1 Sign>>

_____ _____

<<Owner 1 Print Name>>

_____

<<Owner 2 (IF ANY) Sign>>

_____

<<Owner 2 (IF ANY) Print Name>>

STATE OF NEW YORK

COUNTY OF _____) ss:

On the _____ day of _____in the year____before me, the undersigned notary public, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

_____

NOTARY PUBLIC

Niagara County Department of Health:

By: _____

Name: _____ (L.P.A Rep Name)

Title: _____(L.P.A. Rep Title)

STATE OF NEW YORK

COUNTY OF _____) ss:

On the _____ day of _____in the year_____before me, the undersigned notary public, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

_____

NOTARY PUBLIC

Exhibit A

Legal Description