

**Development Project Grant
Amendment to
Consolidated Annual Contributions Contract**

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

1. Development Project Grant Number:
Development Proj. Grant No.~
2. Amendment to Annual Contributions Contract (ACC)
Number: Amendment to ACC No.~
dated: Enter date~
3. The ACC is amended to provide grant assistance for the
Development Grant Project. This amendment is part of the
ACC.
4. The following provisions shall be applicable to the
Development Grant Project:
 - (a) Date of Development Grant Reservation:
Enter reservation date~
 - (b) Development Method and Housing Type:
Enter development method & housing type~
 - (c) Number of Units: Enter number of units~
 - (d) Maximum Total Development Cost (Development Grant
Authority): Enter amount of grant authority~
5. (a) The development of this Grant Project shall be carried
out in accordance with all HUD regulations and other
requirements applicable to the public housing
development program, as such authorities now exist or
as they may be amended from time to time. The HA
agrees to comply with these regulations and
requirements.
 - (b) Special Provision for Turnkey Projects only:
The HA will acquire Project No. Enter Project No:~
pursuant to a contract of sale to be entered into between
the seller and the HA. Prior to execution of the
contract of sale, the HA may enter into a preliminary
contract of sale with the seller to enter into such
contract. Such preliminary contract and such contract
shall bear the written approval of HUD. Failure of the
HA expeditiously to continue the undertaking of the
project or to comply with the preliminary contract or
contract, or if the preliminary contract or contract is
held to be void, voidable, or ultra vires, or if the power
or right of the HA to enter into the preliminary contract
or contract is drawn into question in any legal
proceeding, or if the HA asserts or claims that the
preliminary contract or contract is not binding upon the
HA for any such reason, the occurrence of any such
event, if the seller is not in default, shall constitute a
substantial default under Part A, Section 17, of the ACC
and, in such case, HUD will continue the undertaking of
the project and will take delivery of such right, title or
interest in the project as the HA may have and perform
such preliminary contract or contract, as the case may
be. The provisions of this paragraph are made with, and
for the benefit of, the seller and his or her assignees who
6. The development work to be carried out is described in an
HA proposal, a statement of the basic elements of the
Development Grant Project. The HA proposal must be
adopted by the HA and approved by HUD, and may be
revised from time to time by agreement between HUD and
the HA. The HA agrees to carry out the development
activities in accordance with its approved proposal.
7. The Maximum Total Development Cost of the Development
Grant Project is stated in Section 4(d) of this amendment.
The HA shall complete the development of the Grant
Project within the approved Development Cost Budget and
in no event in excess of the stated Maximum Total
Development Cost for the Grant Project.
8. Subject to the provisions of this ACC, and in order to assist
the development of the Grant Project, HUD agrees to
disburse to the HA, from time to time as needed, up to the
amount of the Maximum Grant Commitment. The
Maximum Grant Commitment shall be equal to the
Maximum Total Development Cost for the Grant Project, as
stated in Section 4(d), or the approved Actual Development
Cost of the Grant Project.
9. After inclusion in an audit and HUD approval of the Actual
Development Cost Certificate, a copy of the Actual
Development Cost Certificate shall be attached to this
amendment and shall be deemed to further amend the ACC
where necessary, to reduce the amount of grant authority for
the Development Grant Project to an amount equal to the
approved Actual Development Cost. In no case shall the
approved Actual Development Cost Certificate amount
exceed the Maximum Total Development Cost stated in
Section 4(d) of this amendment.
10. The HA shall continue to operate the Development Grant
Project as low income housing in compliance with this ACC
the Act, and all HUD regulations and requirements, as such
authorities now exist, or as they may be amended from time
to time, for a period of forty years (or such other period
time required by law) beginning on the Date of Full
Availability (i.e., the last day of the month in which
substantially all dwelling units in the project are available
for occupancy following completion of the work as
authorized acceptance by the PHA) of the Development
Grant Project.

11. If the HA does not comply with its obligation(s) under this amendment, HUD may direct the HA to terminate all further development activities. In such case, the HA shall only incur additional costs with HUD approval.

12. The HA shall execute and file for record a Declaration of Trust, as provided under Part A, Section 8, of the ACC to protect the rights and interests of HUD throughout the forty-year period (or such other period of time required by law) during which the HA is obligated to operate the Development Grant Project in accordance with the ACC the Act and HUD regulations and requirements.

The parties have caused this amendment to be effective as of the date of execution on behalf of the United States, as stated below

United States of America	Secretary of Housing and Urban Development Signature of Authorized Representative	Date signed:
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X

Name & Official Title: (print or type)
Name & Title of the HUD Representative~

Housing Agency

Name of Agency: (print or type)
Name of the Housing Agency~

Signature of Authorized Representative:

Date signed:

X

Name & Official Title: (print or type)
Name & Title of the Agency Representative~

**Increase Development Grant
Amendment to
Consolidated Annual Contributions Contract**

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

1. Project Number:
Project Number~
2. Amendment to Annual Contributions Contract (ACC)
Number: ACC Number~
dated: Enter date~
3. The ACC is amended to provide a grant of additional funds for the development of the project. This amendment is part of the ACC. Under ACC Amendment Number ACC Amendment No.~, HUD agreed to provide (loans and annual contributions) (grants) for a project with a Maximum Total Development Cost of: \$Maximum total development cost~, which is insufficient for completion of the project.
4. The following provisions shall be applicable to the provisions of a grant for additional funds for the project:
 - (a) Date of Development Grant Amendment Reservation:
Enter reservation date~
 - (b) Development Method and Housing Type:
Enter development method & housing type~
 - (c) Prior Number of Units: Enter prior number of units~
 - (d) New Number of Units: Enter new number of units~
 - (e) Prior Maximum Total Development Cost:
\$Enter max amount of development cost~
 - (f) Prior Maximum Total Development Cost:
\$Enter max amount of development cost~
 - (g) New Maximum Total Development Cost:
\$Enter new max amount of development cost~
5. The new Maximum Total Development Cost of the project is set forth in Section 4(g) of this amendment. The HA shall complete the development of the project within the approved Development Cost Budget and in no event in excess of the stated New Maximum Total Development Cost for the project.
6. Subject to the provisions of this ACC, and in order to assist the development of the project, HUD agrees to disburse to the HA, from time to time as needed, up to the amount of the Maximum Grant Commitment. The Maximum Grant Commitment shall be equal to the difference between the Prior Maximum Total Development Cost and the New Maximum Total Development Cost, as stated in Section 4 of this amendment, or the difference between the Prior Maximum Total Development Cost and the approved Actual Development Cost of the project.
7. After inclusion in an audit and HUD approval of the Actual Development Cost Certificate, a copy of the Actual Development Cost Certificate shall be attached to this amendment and shall be deemed to further amend the ACC, where necessary, to reduce the amount of grant authority for the project to an amount equal to the difference between the Prior Maximum Total Development Cost and the approved Actual Development Cost for the project. In no case shall the approved Actual Development Cost Certificate amount exceed the New Maximum Total Development Cost stated in Section 4(g) of this amendment.
8. The HA shall continue to operate the Development Grant Project as low income housing in compliance with this ACC the Act, and all HUD regulations and requirements, as such authorities now exist, or as they may be amended from time to time, for a period of forty years (or such other period of time required by law) beginning on the Date of Full Availability (i.e., the last day of the month in which substantially all dwelling units in the project are available for occupancy following the completion of the work at authorized acceptance by the PHA) of the Development Grant Project.
9. If the HA does not comply with its obligation(s) under this amendment, HUD may direct the HA to terminate further development activities. In such case, the HA shall only incur additional costs with HUD approval.
10. The HA shall execute and file for record a Declaration of Trust, as provided under Part A, Section 8, of the ACC to protect the rights and interests of HUD throughout

forty-year period (or other period required by law) during which the HA is obligated to operate the Development Grant Project in accordance with the ACC, the Act and HUD regulations and requirements.

The parties have caused this amendment to be effective as of the date of execution on behalf of the United States, as stated below.

United States of America	Secretary of Housing and Urban Development Signature of Authorized Representative	Date signed:
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X

Name & Official Title: (print or type)
Name & Title of the HUD Representative~

Housing Agency	Name of Agency: (print or type) Name of the Housing Agency~ Signature of Authorized Representative:	Date signed:
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X

Name & Official Title: (print or type)
Name & Title of the Agency Representative~

**Major Reconstruction of Obsolete
Public Housing Projects (MROP)**
Grant Amendment to Consolidated
Annual Contributions Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

1. MROP Project Grant Number:
MROP Project grant number~
2. Original Development Project Number:
Original development project number~
3. Amendment to Annual Contributions Contract (ACC)
Number: ACC Number~
dated: Enter date~
4. The ACC is amended to provide grant assistance for the MROP Grant Project (hereinafter MROP project). This amendment is a part of the ACC.
5. The following provisions shall be applicable to the MROP project:
 - (a) Date of MROP Grant Reservation:
Enter reservation date~
 - (b) Number of Units:
Under ACC: No. of units under ACC~
After MROP: No. of units under MROP~
 - (c) Maximum Total Development Cost (MROP Grant Authority):
\$Enter max MROP grant authority~
6. The HA shall carry out the development of this MROP project in accordance with all applicable regulations and requirements applicable to the public housing development program (including, but not limited to, the Act, the ACC, and HUD regulations and requirements, as such authorities now exist or as they may be amended from time to time). The HA agrees that any rehabilitation work shall be carried out pursuant to the conventional bid method and must comply with HUD Modernization Standards.
7. The MROP work to be carried out is described in an HA Proposal, a statement of the basic elements of the MROP project (i.e., the rehabilitation work to be done and the estimated costs). The HA proposal must be adopted by the HA and approved by HUD, and may be revised from time to time by agreement between HUD and the HA. The HA agrees to carry out the development activities in accordance with the approved proposal.
8. The Maximum Total Development Cost of this MROP project is stated in Section 5(c) of this amendment. The HA shall complete development of this MROP project within the approved Development Cost Budget and, in no event, in excess of the stated Maximum Total Development Cost for the MROP project.
9. Subject to the provisions of this ACC, and in order to assist the development of the MROP project, HUD agrees to disburse to the HA, from time to time as needed, up to the amount of the Maximum Grant Commitment. The Maximum Grant Commitment shall be equal to the Maximum Total Development Cost for this project, as stated in Section 5(c) of this amendment, or the approved Actual Development Cost of this MROP project.
10. After inclusion in an audit and HUD approval of the Actual Development Cost Certificate, a copy of the Actual Development Cost Certificate shall be attached to this amendment and shall be deemed to further amend the ACC where necessary, to reduce the amount of grant authority for this MROP project to an amount equal to the approved Actual Development Cost. In no case shall the approved Actual Development Cost Certificate amount exceed the Maximum Total Development Cost stated in Section 5(c) of the latest amendment for this MROP project. If the HA does not comply with its obligation(s) under this amendment, HUD may direct the HA to terminate further development activities. In such case, the HA shall only incur additional costs with HUD approval.
11. The HA shall continue to operate the MROP project as income housing in compliance with Federal requirements applicable to public housing (including this ACC, the Act, and all HUD regulations and requirements) for a period of forty years (or such other period of time required by HUD).

beginning on the Date of Full Availability (i.e., the last day of the month in which substantially all dwelling units in the project are available for occupancy following completion of the work and authorized acceptance by the HA) of the MROP project.

12. The HA shall execute and file for record a Declaration Trust, as provided under Section 8, Part A, of the ACC protect the rights and interests of HUD throughout the 1 year period (or such other period as may be required by) during which the HA is obligated to operate the MF project in accordance with the requirements set forth in amendment.

The parties have caused this amendment to be effective as of the date of execution on behalf of the United States, as stated below:

United States of America Secretary of Housing and Urban Development Date signed:
Signature of Authorized Representative

X
Name & Official Title: (print or type)
Name & Title of the HUD Representative—

Housing Agency Name of Agency: (print or type)
Name of the Housing Agency—
Signature of Authorized Representative: Date signed:

X
Name & Official Title: (print or type)
Name & Title of the Agency Representative—