

No. 104
CHICAGO APARTMENT LEASE
Unfurnished

Tenant Ordinance Summary Attached

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING	ENDING		

LESSEE

LESSOR

NAME:

APT. NO.

ADDRESS OF
PREMISES:

CITY:

IDENTIFICATION OF OWNER AND AGENTS

Owner or Authorized Management Agent:

HOLSTEN MANAGEMENT CORPORATION

NAME

1333 NORTH KINGSBURY, SUITE 301

ADDRESS

CHICAGO, ILLINOIS 60622 (312) 332-51

CITY

TELEPHONE NUMBER

Person Authorized to Act on Behalf of Owner for Purpose of
Service of Process and Receiving for Notices:

NAME

ADDRESS

CITY

TELEPHONE NUMBER

NOTICE OF CONDITIONS AFFECTING HABITABILITY

I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and / or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this Lease.

In consideration of the mutual agreements and covenants herein stated, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for a private dwelling, the Apartment designated above, together with the fixtures and appliances belonging thereto, for the above Term.

ADDITIONAL COVENANTS AND AGREEMENTS (if any). The attached Lease Addenda 1-10 are incorporated into the Lease executed between Agent and Tenant. In the case of conflict between the provisions of the addendum and the lease, the provision of the addendum will govern:

Lease Rider #1 - Guests/Trespassers
Lease Rider #2 - Apartment #2/Additional
Lease Rider #3 - Drug Free Housing

Lease Rider #4 - Building Safety Acknowledgment
Lease Rider #5 - Lead Based Paint
Lease Rider #6 - Security Rider
Lease Rider #7 - Lease Renewal Drug Testing

Lease Rider #8 - Tax Credit Compliance
Lease Rider #9 - Property Specific Request
Lease Rider #10 - Accessible Unit

LESSEE

LESSOR

(SEAL)

(SEAL)

(SEAL)

HOLSTEN MANAGEMENT AS AGENT

(SEAL)

LEASE COVENANTS AND AGREEMENTS

1. **RENT:** Lessee shall pay to the Lessor or Lessor's agent the monthly rent set forth above on or before the first day of each and every month in advance at Lessor's address stated above or such other address as Lessor may designate in writing. The time of each and every payment of rent is of the essence of the Lease.

2. **LATE CHARGES:** The monthly rent shall be increased \$10.00 per month for the first \$500.00 in monthly rent plus five (5%) percent per month for any amount in excess of \$500.00 in monthly rent if paid after the fifth of the month. Rent shall be considered received, if mailed, on the date of receipt.

3. **SECURITY DEPOSIT:** Lessee has deposited with Lessor the security deposit as set forth above, to be retained by Lessor to ensure that Lessee shall fully perform each and every term and obligation provided in this Lease. If Lessee fully performs each and every obligation as provided in this lease and pays all sums due to Lessor, then Lessor, after the Lessee has surrendered possession of the premises and has delivered the keys thereto, shall refund said deposit to Lessee, including interest as is provided by law. If Lessee has failed to perform or comply with any of the provisions in this Lease, then Lessor shall deduct any damages from the security deposit. The security deposit shall not be treated as an advance payment of rent, and Lessee may not apply the security deposit as rent.

4. **POSSESSION:** If Lessor cannot give Lessee possession on the date fixed for commencement of the term, the rent shall be abated until such time as the premises are available for Lessee's occupancy, or Lessee may upon written notice terminate the Lease.

5. **APPLICATION:** The Lessee's application and all the representations contained therein are incorporated as a part of this Lease. Lessee warrants that all the information contained in the application is true, and that if any of said information is false, Lessor may terminate this Lease.

6. **CONDITION OF THE PREMISES:** Lessee has examined the premises prior to accepting same and prior to the execution of this Lease, and Lessee is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors and taking possession shall be conclusive evidence of Lessee's receipt thereof in good order and repair. No promises as to condition or repair have been made by Lessor or his agent which are not herein expressed, and no promises to decorate, repair or modify the premises, which are not contained herein, have been made by Lessor or his agent.

7. **LESSEE TO MAINTAIN:** Lessee shall keep the premises and the fixtures and appliances therein in a clean, slightly and healthy condition, and in good repair, and in accordance with any and all ordinances in such cases made and provided, at Lessee's own expense, and upon the termination of this lease, for any reason, shall yield and return the same back to Lessor in as good condition of cleanliness and repair as at the date of the execution hereof, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the premises whenever damage to the same has occurred or repairs are required due to Lessee's conduct or neglect, and shall replace all broken glass and fixtures. Upon Lessee vacating the premises, if the premises are not in good

repair and in a clean, slightly and healthy condition, Lessor or his agents may replace the premises in the same condition of repair, slightness and cleanliness as existed at the date of execution of this Lease. Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities, or any other portion of the premises.

8. **USE OF PREMISES:** The premises shall be occupied solely for residential purposes by Lessee and those persons listed in the Application for the Lease. Neither Lessee nor any persons residing with or visiting Lessee shall suffer, perform or permit any act or practice that may damage the reputation of the Building or be injurious or disruptive to the Building and operation thereof, or be disturbing to other tenants, be illegal, immoral, or increase the rate of insurance on the Building. Lessee shall be responsible for the conduct of all persons residing with, or visiting Lessee.

9. **SUBLET OR ASSIGNMENT:** Lessee shall not sublet the premises or any part thereof, nor assign this Lease, without, in each case, prior written consent of Lessor which consent shall not be unreasonably withheld. Lessor shall accept a reasonable sublease as provided by ordinance.

10. **NO ALTERATIONS:** Lessee shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without the prior written consent of Lessor.

11. **ACCESS:** Lessee shall not unreasonably withhold consent to the Lessor to enter the apartment at reasonable times for reasonable purposes as provided by statute or Ordinance.

12. **HEAT AND WATER:** Lessor shall furnish hot and cold water and if heating is under the control of the Lessor, shall also furnish heat in reasonable amounts at reasonable hours as provided by statute or Ordinance except when prevented by causes beyond Lessor's control or when the water and heating system are being repaired. Lessee shall at all times maintain the temperature at a minimum of 45 degrees and shall be responsible for all damages resulting from the failure to do so.

13. **RIGHT TO RELET:** If Lessee shall remove a substantial portion of his personal property or otherwise abandon or vacate the premises, the Lessor may immediately re-let the premises as provided by Ordinance; or if the premises become vacant by reason of Lessee's breach, or if this Lease has been terminated by reason of Lessee's breach, or if Lessee has been evicted, Lessor may re-let the premises, and Lessee shall be liable and pay for the expenses of reletting and losses to the end of the term or as provided by Ordinance. Tenant's obligation to pay rent during the term or any extension thereof shall continue and shall not be waived, released or terminated by the service of a five-day notice, demand for possession, notice of termination of tenancy, the filing of a forcible entry and detainer action, or judgement for possession, or any other act resulting in the termination of Lessee's right of possession.

14. **FORCIBLE DETAINER:** If Lessee defaults in the payment of rent or any part thereof, Lessor may distrain for rent and shall have a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in the

performance of any of the covenants or agreements herein contained, Lessor or his agents, at his option, may terminate this Lease, and, if abandoned or vacated, may re-enter the premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

15. **NOTICES:** Any demand or notice may be served by delivering a copy to the Lessee, or by leaving the same with some person above the age of twelve years, residing on or in possession of the premises; or by sending a copy of said notice to the Lessee by certified mail, return receipt requested; or by posting the same on Lessee's door to the premises, if no one is in actual possession of the premises.

16. **FIRE AND CASUALTY:** If the premises shall be rendered untenable by fire or by other casualty, the Landlord shall not be obligated to restore the premises and tenant may terminate this Lease as provided by statute or Ordinance.

17. **DISHONOR:** In the event that Lessee's rental payment is dishonored when negotiated by Lessor or his agents, Lessor shall have no obligation to redposit same, and reserves the right to demand that all future rental payments be made by money order or certified funds. Lessee shall pay Lessor the sum of \$25.00 as additional rent for any dishonored payment.

18. **SURRENDER OF PREMISES AND RETURN OF POSSESSION:** Lessee shall not be required to renew this Lease more than ninety days prior to its expiration as provided by Ordinance, and Lessor shall notify Lessee of Lessor's intention not to renew the Lease at least thirty days prior to its expiration so long as Lessee is not in default under the terms of this Lease, as provided by Ordinance. At the termination of this Lease, by lapse of time or otherwise, Lessee shall yield up and surrender immediate possession to Lessor or his Agent. If Lessee fails to vacate the premises upon termination then:

(A) If Lessor files a statutory forcible entry and retainer action for possession based upon Lessee's failure to vacate the premises, then Lessee shall pay Lessor a sum equal to double the amount of rent here in set forth as liquidated damages for the time that possession is withheld; or

(B) Lessor may, by giving Lessee written notice thereof, extend the term of this Lease upon all the terms and conditions herein for one year, but with a rental of 20% greater than the rental contained herein; or

(C) If Lessor fails to provide written notice to Lessee of Lessor's election under (B), Lessee shall become a month-to-month tenant, upon all the terms and conditions contained herein, Lessee shall also compensate Lessor for any and all damages named by Lessor by virtue of Lessee's failure to vacate the said premises in accordance with the terms of this Lease. The payment or acceptance of rent after termination of this Lease shall not extend the Lease.

RULES AND REGULATIONS

- No dogs, cats, or other animals shall be kept or allowed in the premises except with the Lessor's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.
- No additional locks or other similar devices shall be attached to any door without Lessor's written consent.
- Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.
- Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the Building, nor shall children be permitted to play in the common areas, nor shall Lessee place or store any items in the hallways or common areas of the Building.
- No musical instrument shall be played and no radio or television set shall be operated at any time in such manner as to disturb or annoy other occupants of the building, nor shall other noises be made which will disturb or annoy any occupants of the building. Operation of electrical devices which interfere with radio or television reception is not permitted.
- All moving and delivery shall be through the rear entrance, stairway or service elevator at hours designated by Lessor.
- Lessee shall maintain the smoke detectors, and replace the batteries when necessary.
- Lessee shall not install or maintain a washer, dryer or dishwasher on the premises without Lessor's prior written consent. Lessee shall not run water for an unreasonable length of time.

19. **EMINENT DOMAIN:** If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated.

20. **JOINT OBLIGATIONS:** The words "Lessor" and "Lessee" when used in this Lease shall be construed to be plural if more than one person comprises either party to this Lease, and each shall be jointly and severally obligated to perform all of the terms and conditions of this Lease.

21. **LEGAL EXPENSES:** Lessee shall pay all costs, expenses and attorneys fees which shall be incurred or expanded by Lessor due to Lessee's breach of the covenants and agreements of this Lease, to the extent provided for by Law, Court rules, statute or Ordinance.

22. **SMOKE DETECTORS:** Lessee acknowledges that at the time of obtaining initial possession of the premises, all smoke detectors required to be installed in the premises have been installed and are in good working order. Lessee agrees to repair and maintain the smoke detector devices including replacement of the energy source when needed.

23. **BINDING ON HEIRS:** All covenants contained herein shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, assigns and successors.

24. **REMEDIES CUMULATIVE:** The Lessor's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Lessor from exercising any other right or remedy.

25. **SEVERABILITY CLAUSE:** If any clause, provision or portion of this Lease shall be ruled invalid or unenforceable, said decision shall not invalidate nor render unenforceable the remainder of this Lease.

26. **STORAGE:** Lessor shall not be obligated to provide Lessee storage.

27. **INSURANCE:** Lessor is not an insurer of Lessee's property. Lessee shall carry sufficient insurance to insure all of Lessee's property located on Lessor's premises.

28. **SUBORDINATION:** Lessee will not do any act which shall encumber Lessor's title to the premises, and if Lessee causes a lien to be placed on the title, or premises, Lessor may discharge the lien and Lessee will reimburse Lessor the amount Lessor expended. This lease shall not be recorded by Lessee and is, and shall be, subordinate to any present or future mortgages now, or hereafter, placed on the premises.

29. **RULES AND REGULATIONS:** Lessee shall observe and abide by the Rules and Regulations set forth in this Lease, and agrees to be bound by and comply with any further reasonable rules and regulations as may be established by the Lessor.

- Lessee shall only cook in the kitchen and shall not barbecue on porches or balconies.
- Washrooms shall not be used for any purpose other than that for which they are designed, and no rubbish, rags, or injurious items shall be placed in plumbing facilities or receptacles.
- Lessee shall not place nor permit any article or antenna outside of the windows, on the exterior walls, or on the roof of the Building, and shall not throw or drop any article from any window.
- Lessee shall not place, erect or install any signs or advertisements on the windows, nor on any part of the Building or premises.
- All garbage or refuse shall be securely wrapped and placed in the incinerator or garbage container.
- Water beds are not permitted in the premises without Lessor's written consent.
- Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.
- Lessee shall not solicit, canvass nor conduct any door-to-door activities on the premises.
- Lessor has the right to bar individuals from the premises. You must inform your guests of all lease provisions regarding use of the premises and all rules and regulations. If these provisions are violated by your guests, they may be barred and / or arrested for criminal trespassing, after they have received a barred notice and then have been placed on a barred list by Lessor. If you violate the lease or any of the rules and regulations, it is grounds for termination of your tenancy.

ASSIGNMENT BY LESSOR

In consideration of One Dollar to the undersigned in hand paid, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor hereby transfers, assigns and sets over to _____

_____ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 20____.

Dated _____, 20____.

(SEAL)

(SEAL)

GUARANTEE

In consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

Dated _____, 20____.

(SEAL)

(SEAL)

RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY

At initial offering, this Summary of the ordinance must be attached to every written rental agreement and also upon initial offering for renewal. The Summary must also be given to a tenant at initial offering of a oral agreement, whether the agreement is new or a renewal. Unless otherwise noted, all provisions are effective as of November 6, 1986. (MUN. Code ch. 5-12-170)

IMPORTANT: IF YOU SEEK TO EXERCISE RIGHTS UNDER THE ORDINANCE, OBTAIN A COPY OF THE ENTIRE ORDINANCE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY WOULD ALSO BE ADVISABLE.

WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? (MUN. CODE CHS. 5-12-010 & 5-12-020)

- Rental units with written or oral leases (including all subdivided units such as CHA, IHDA, Sect. 8 Housing Choice Vouchers, etc.)
- EXCEPT
- Units in owner occupied buildings with six or fewer units.
- Units in hotels, motels, rooming houses, unless rented on a monthly basis and units are occupied for more than 32 days.
- School dormitory rooms, shelters, employees' quarters, nonresidential rental properties.
- Owner-occupied co-ops and condominiums.

WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE? (MUN. CODE CHS. 5-12-040)

The tenant, the tenant's family and invited guests must comply with all obligations imposed specifically upon tenants by the Municipal Code, including:

- Buying and installing working batteries in a smoke and carbon monoxide detector within tenant's apartment.
- Keep the unit safe and clean.
- Using all equipment and facilities in a reasonable manner.
- Not damaging the unit.
- Not disturb other residents.

LANDLORD'S RIGHT OF ACCESS (MUN. CODE CHS. 5-12-050)

- A tenant shall permit reasonable access to a landlord upon receiving two days notice by mail, telephone, written notice or other means designed in good faith to provide notice.
- A general notice to all affected tenants may be given in the event repair work on common areas or other units may require such access.
- In the event of emergency or where repairs elsewhere unexpectedly require access, the landlord must provide notice two days after entry.

SECURITY DEPOSITS AND PREPAID RENT (MUN. CODE CHS. 5-12-080 AND 5-12-081)

- A landlord must give a tenant a receipt for a security deposit including the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- A landlord must pay interest each year for security deposits and prepaid rent (eff. 1-1-92) held more than six months.
- The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Beliefs: expenses for damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- A landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the dwelling unit.
- In the event of fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and money for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)

WHAT ARE THE LANDLORD'S GENERAL DUTIES UNDER THE ORDINANCE?

- To give tenant written notice of the owner's or manager's name, address and telephone number. (Mun. Code ch. 5-12-090)
- To give new or renewing tenants notice of:
 - 1) Code citations issued by the City in the past 12 months;
 - 2) Pending Housing Court or administrative hearing notices;
 - 3) Water, electrical or gas service shut-offs in the building during cure occupancy. (Mun. Code ch. 5-12-100)
- To maintain the property in compliance with all applicable provisions of the Municipal Code. (Mun. Code ch. 5-12-070)
- To not require a tenant to renew an agreement more than 90 days before the existing agreement terminates. (eff. 1-1-92) (Mun. Code ch. 5-12-130(f))
- To provide a tenant with a least 30 days written notice if the rental agreement will not be renewed. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1-1-92) (Mun. Code ch. 5-12-130(f))
- To not enforce prohibited lease provisions. (Mun. Code ch. 5-12-140)

TENANT REMEDIES (MUN. CODE CH. 5-12-110)

Minor Defects

If the landlord fails to maintain the property in compliance with the Code and the tenant or tenant's family or guests are not responsible for the failure, the tenant may:

- 1) Request in writing that the landlord make repairs within 14 days and if the landlord fails to do so the tenant may withhold an amount of rent that reasonably reflects the reduced value of the unit. Rent withholding begins from the fifteenth day until repairs are made; OR
- 2) Request in writing that the landlord make repairs within 14 days and if the landlord fails to do so the tenant may leave the repairs made and deduct up to \$500 or 1/2 of the monthly rent, whichever is more, but not to exceed one month's rent. Repairs must be done in compliance with the Code. Receipt for the repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent; and also
- 3) File suit against the landlord for damages and injunctive relief.

Major Defects

If the landlord fails to maintain the property in compliance with the Code, and the failure renders the premises not reasonably fit and habitable, the tenant may request in writing that the landlord make repairs within 14 days. If after 14 days repairs are not made the tenant may immediately terminate the lease. Tenant must deliver possession and move out in 30 days or tenant's notice is considered withdrawn. (eff. 1-1-92)

FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS OR PLUMBING) (MUN. CODE CH. 5-12-110(F))

If, contrary to the lease, an essential service is not provided or if the landlord fails to maintain the building in material compliance with the Code to such an extent that such failure constitutes an immediate danger to the health and safety of the tenant, and the tenant or tenant's family or guests are not responsible for such failure, after giving written notice, the tenant may do ONE of the following:

- 1) Procure substitute services, and upon presenting paid receipts to the landlord, deduct the cost from the rent. OR
- 2) File suit against the landlord and recover damages based on the reduced value of the dwelling unit. OR
- 3) Procure substitute housing and be excused from paying rent for that period. The tenant may also recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof. OR
- 4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises. Rent withholding cannot start until after the 24-hour response and applies only to days past the 24-hour waiting period. OR (eff. 1-1-92)
- 5) Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the rental agreement is terminated, the tenant must deliver possession and move out within 30 days or the notice of termination is considered withdrawn. (eff. 1-1-92)

Note: Remedies 4) and 5) may not be used if the failure is due to the utility provider's failure to provide service. For the purposes of this section only, the notice a tenant provides must be in writing, delivered to the address the landlord has given the tenant as an address to which notices should be sent. If the landlord does not inform the tenant of an address, the tenant may deliver written notice to the last known address of the landlord or by other reasonable means designed in good faith to provide written notice to the landlord. (eff. 1-1-92)

FIRE OR CASUALTY DAMAGE (MUN. CODE CH. 5-12-110(G))

If a fire damages the unit to an extent that it is in material noncompliance with the code and the tenant, tenant's family or guests are not responsible for fire or accident, the tenant may:

- 1) Move out immediately, but if this is done, the tenant must provide written notice to the landlord of the intention to terminate within 14 days after moving out.
- 2) The tenant may stay in the unit, if it is legal, but if the tenant stays and cannot use a portion of the unit because of damage, the rent may be reduced to reflect the reduced value of the unit.
- 3) If the tenant stays, and the landlord fails to diligently carry out the work to restore, the tenant may notify the landlord, in writing, within 14 days after the tenant becomes aware that the work is not being diligently carried out, of the tenant's intention to terminate the rental agreement and move out.

SUBLEASES (MUN. CODE CH. 5-12-120)

- The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.
- If the tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent.
- If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent under the rental agreement, as well as the landlord's cost of advertising.

WHAT HAPPENS IF A TENANT PAYS RENT LATE? (Mun. Code ch. 5-12-140 (b))

- If the tenant fails to pay rent on time, the landlord may charge a late fee of \$100 per month on rents under \$500.00 plus 5% per month on that part of the rent that exceeds \$500.00 (i.e., for a \$450.00 monthly rent the late fee is \$100.00, for a \$700.00 monthly rent the late fee is \$100.00 plus 5% of \$200 or \$200.00) (eff. 1-1-92)

WHAT HAPPENS IF A TENANT PAYS RENT LATE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TERMINATION NOTICE? (MUN. CODE CH. 5-12-140 (b))

- If the landlord accepts the rent due knowing there is a default in payment, the tenant may stay.

LANDLORD REMEDIES (MUN. CODE CH. 5-12-130)

- If the tenant fails to pay rent, the landlord, after giving five days written notice to the tenant, may terminate the rental agreement.
- If the tenant fails to comply with the Code or the rental agreement, the landlord after giving 10 days written notice to the tenant, may terminate the rental agreement if tenant fails to correct the violation.
- If the tenant fails to comply with the Code or the rental agreement, the landlord may request in writing that the tenant comply as conditions permit in the case of emergency, or within 14 days. If the breach is not corrected in the time period specified, the landlord may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for all costs and repairs.

LOCKOUTS (MUN. CODE CH. 5-12-160)

This section applies to every residential rental unit in Chicago. There are no exceptions.

- It is illegal for a landlord to lock out a tenant, or change the locks, or remove the doors of a rental unit, or in any way, utility or water services, or to do anything which interferes with the tenant's use of the apartment.
- All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity. (eff. 1-1-92) (Police Special Order 93-12)
- The landlord shall be fined \$200 to \$500 for each day the lockout occurs or continues.
- The tenant may sue the landlord to recover possession of the unit and twice the actual damages sustained or two months' rent, whichever is greater.

PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD (MUN. CODE CH. 5-12-150)

- A tenant has the right to complain or testify in good faith about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord. A landlord is prohibited from retaliating by terminating or threatening to terminate a tenancy, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement.

ATTORNEY'S FEES (MUN. CODE CH. 5-12-180)

- Except in eviction actions, the prevailing plaintiff in any action arising from the application of this Ordinance shall be entitled to recover all court costs and a reasonable attorney's fees. (eff. 1-1-92)

WHERE CAN I GET A COPY OF THE ORDINANCE?

- For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois, or view it at the Municipal Reference Library, Hanky Washington Library, 5th floor, 400 S. State Street, Chicago, Illinois.

IMPORTANT NOTICE

A message about porch safety: The porch or deck of this building should be designed for a live load of up to 100 lbs. per square foot, and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.

RESIDENTIAL LANDLORD AND TENANT ORDINANCE
Rate of Interest on Security Deposits

An amendment to the Chicago Residential Landlord and Tenant Ordinance requires this separate summary — which describes the rights, obligations, and remedies, and the new rate of security deposit interest, and the rate for each of the prior two years — to be attached to each written rental agreement, or be given to tenants who have an oral agreement.
(Effective June 30, 1997)

Municipal Code Chapters, 5-12-170, 5-12-080, and 5-12-081

- A landlord must give a tenant a receipt for a security deposit that includes the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- A landlord must pay interest each year on security deposits (eff. 11-6-86) and prepaid rent (eff. 1-1-92) held more than six months.
- The rate of interest that a landlord must pay is set each year by the City Comptroller (eff. 7-1-97).
- Before a landlord can deduct expenses for damages from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- Within 45 days of the date the tenant vacates the dwelling unit, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages.
- In the event of a fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement (eff. 1-1-92).

Under Chapter 5-12 of the Municipal Code of Chicago sections 5-12-081 and 5-12-082, the City Comptroller shall calculate and announce on the first business day of each year, the rate of interest to be paid on security deposits. As of January 1, 2004, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is % . This rate is based upon the average of the rates of interest, as of December 31, 2003 of the following types of accounts at the commercial bank having its main branch located in the City of Chicago and having the largest total asset value: Passbook Savings; Insured Money Markets; and Six-month Certificates of Deposit (based on a deposit of \$1,000).

Security Deposit Interest Rate

Current Rate – January 1, 2006 through December 31, 2006	1.71%
Past Rate – January 1, 2005 through December 31, 2005	1.01%
Past Rate – January 1, 2004 through December 31, 2004	0.42%

For a copy of the complete Residential Landlord and Tenant Ordinance, go to <http://www.chicivolerk.com/legislation/codes/index.html> and click on Chapter 5-12—Residential Landlords and Tenants, or visit the Office of the City Clerk, room 107, City Hall, 121 N. LaSalle Street

For a copy of the Residential Landlord and Tenant Ordinance Summary call 311, or visit the City of Chicago Department of Housing at 318 S. Michigan Avenue.

SEE REVERSE SIDE FOR FULL RLTO SUMMARY

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HOLSTEN MANAGEMENT CORPORATION

LEASE RIDER #1

GUESTS/TRESPASSERS

Tenant assumes full responsibility for all guests in Tenant's apartment or townhome. In the event that any guest of tenant is deemed disruptive or undesirable to the building, its operations, reputation or security, Tenant, at the direction of the Owner or Managing Agent, shall demand that any guest immediately leave the apartment and vacate the premises (including any common area) of which the apartment forms a part. Landlord hereunder shall have the right to permanently bar any guest, licensee or invitee of Tenant, upon written demand. Any person remaining on the premises in contravention of this paragraph will be deemed a trespasser and subject to removal and arrest. In the event that Tenant fails to cooperate with Landlord's efforts to remove or bar any person, this Tenancy may be terminated for material non-compliance.

Tenant understands that he/she is fully responsible for the behavior of all guests, and other occupants, including children, and nothing in this Rider diminishes Tenant's responsibility under #9 Use of Premises, in the Chicago Apartment Lease, or Rider #3, Drug-free Housing.

Tenant's Signature

Property Manager's Signature

Date

Date

"This Rider has not been prepared or approved, either as to form or content, by the Illinois Housing Development Authority and the Authority assumes no responsibility for its content"

HOLSTEN MANAGEMENT CORPORATION

LEASE RIDER #2

APARTMENT ITEMS/ Additional Costs and Fines

The following items constitute an additional agreement to the lease dated _____ between Holsten Management Corp. and Tenant _____ for the premises located at _____

1) **APARTMENT ITEMS.** (Put a check mark (v) in the appropriate box.)

<u>APARTMENT ITEMS</u>	<u>PROPERTY OF OR PAID FOR BY TENANT(S)</u>	<u>PROPERTY OF OR PAID FOR BY LESSOR(S)</u>
STOVE		
REFRIGERATOR		
CARPETING		
VERTICAL BLINDS		
CLOSET ORGANIZER		
COOKING GAS		
APARTMENT ELECTRICITY		
APARTMENT WATER		
APARTMENT HEAT		
APARTMENT AIR CONDITIONING		

At lease end, Tenant is responsible for costs associated with any of the above items missing or damaged, or unpaid utilities as indicated above.

- 2) **FINES FOR RULES VIOLATIONS:** I have received and signed a copy of the Building Rules, and agree to the following fines for violations. Initial violation will result in a verbal warning to the leaseholder. Second offense will result in a written violation to the leaseholder. Third violation and all subsequent violations will be in writing with a \$25 fine due and payable by the Leaseholder on the 1st of the following month with the rent. A separate fine will be charged for each offense. I understand that it is a violation of the Building Rules to fail to pay fines. I also understand that violating the Building Rules, including, the failure to timely pay fines, can result in lease termination.
- 3) **APARTMENT LOCK/KEY AGREEMENT:** Replacement keys to the building entrance will cost \$35.00 and to the apartment will cost \$25.00 each. Lockout charges will be \$10.00 for office hours (8:00 a.m. to 3:00 p.m., Mon-Fri) and \$25.00 after 3:00 PM and all day on the weekends.
- 4) **RENT & SECURITY DEPOSIT PAYMENT:** First months rent and security deposit are to be paid by two separate checks or money orders made payable to Holsten Management Corporation. **NO CASH WILL BE ACCEPTED!** Rent is due and payable on the 1st and late after the 5th. Late charge is \$10 for the first \$500 of rent, and 5% of any rent due over \$500.00.
- 5) **TENANT'S PERSONAL PROPERTY:** Tenant(s) must get Renter's Insurance, if they want insurance coverage for their personal property. Damage to the tenants' belongings due to fire, flood, sewer backup, broken pipe, etc. is generally not the responsibility of Holsten Management Corp., and will not be reimbursed to tenant.

Accepted this _____ day of _____ 2007.

Tenant's Signature

Lessor's Signature

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HOLSTEN MANAGEMENT CORPORATION

LEASE RIDER - #3
LEASE ADDENDUM FOR DRUG-FREE HOUSING

The following are provisions of the Lease between **Holsten Management Corporation** ("Landlord") and _____ ("Tenant") for the following dwelling unit _____ . In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Tenant, any member of the tenant's household or a guest shall not partake in any criminal activity, including drug-related criminal activity, on or off project premises. Any other person under the tenant's control shall not partake in any criminal activity, including drug-related criminal activity, on the project premises. "**Drug-related criminal activity**" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Tenant, any member of the tenant's household, or a guest **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or off project premises. Any other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on the project premises.
3. Tenant or member of the household **will not permit the dwelling unit to be used for, or to facilitate, criminal activity** including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Tenant will be responsible for all criminal activity regardless of whether tenant has actual knowledge of such activity.
4. Tenant or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location whether on or off project premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest **shall not engage in any acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on or off project premises. Any other person under the tenant's control shall not engage in any acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on the project premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material noncompliance with the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Tenant.

Tenant's Signature

Property Manager's Signature

Date

Date

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HOLSTEN MANAGEMENT CORPORATION
LEASE RIDER #4
BUILDING SAFETY ACKNOWLEDGEMENT

SMOKE DETECTOR

I, _____, having taken possession of apartment number _____ located at _____ do hereby acknowledge being informed of a permanent based hard wired smoke detection device and sprinkler system that is in good operating condition and properly installed. The Manager has tested the SMOKE DETECTOR in my presence and I confirm that it is properly working. I also acknowledge that I will inform the Manager, _____ in the event that any of the above stated systems become damaged or otherwise inoperable. I will promptly inform the Manager if the smoke detector is chirping, or if it fails to work in a condition of smoke, cooking or otherwise. I understand that I am absolutely prohibited from removing or tampering with the smoke detector under any conditions. I have been properly taught how to use the hush feature of the alarm (if so equipped).

EXITS, EXIT SIGNS, STAIRWELLS, AND FIRE ESCAPES

I understand the importance of knowing how to leave the building in case of emergency, and hereby acknowledge that the manager has shown to me stairwells, fire escapes, and doorways that lead to the outside. I observe that they are free from clutter or blockage, and the Manager has demonstrated to me that they are working properly. The Manager has pointed out to me exit signs on my floor or near my apartment, and they are properly illuminated.

The Manager has explained to me that in case of emergency, I am to leave the building using the stairwell, and to avoid using the elevator, so as not to be trapped inside.

I understand and agree that the terms of this Building Safety Acknowledgment are incorporated into and are a part of my lease for the apartment described above. I understand that this acknowledgement is for informational purposes only, and does not provide for, or imply, any additional obligations for the Lessor.

Signed: _____

Date: _____

Signed: _____

Date: _____

Signed: _____

Date: _____

Signed: _____

Date: _____

Property Manager/Leasing Agent

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HOLSTEN MANAGEMENT CORPORATION

LEASE RIDER #5

**LOW- INCOME LEASE RIDER FOR TAX CREDIT BUILDINGS
– For Use at Initial Occupancy**

This rider, an income certification, and employer verification (if applicable) must be obtained from all occupants in apartments (over 18 yr.). This is a requirement under the Tax Credit Programs.

Tenant _____

Lease Dates : _____ to _____

Building Address and Apartment # _____

The undersigned hereby certifies and agrees as follows:

1. **Income Certification:** My attached income certification is true, correct and complete. I agree to provide a similar certification annually upon request during the term of my occupancy.

2. **Employer Verification:** The landlord or property manager has my permission to verify my income from my employer, using the attached form, now and on an annual basis.

3. **False or Missing Statements:** If my income certification and or any lease application submitted by me is false, or if I fail to provide annual certifications or if any of them is false, the landlord or property manager will have the right to terminate my lease and take possession of my apartment immediately.

4. **Maximum Household Income:** If the current combined total income for all household members, as stated on the attached income certification or as otherwise verified exceeds the maximum allowable household income for my household size as set forth in the table below, the landlord or property manager will have the right to terminate my lease and take possession of my apartment immediately.

Deleted: rom

Household Size	Maximum Allowable Household Income 60% Median Income
1	\$ 31,680.00
2	\$ 36,180.00
3	\$ 40,740.00
4	\$ 45,240.00
5	\$ 48,840.00
6	\$ 52,500.00
7	\$ 56,100.00
8	\$ 59,700.00

I understand that the landlord and the property manager are relying on my income certification in accepting me as a tenant, and that the landlord will be seriously harmed if my income does not qualify the apartment for low-income housing tax credits. This rider shall be considered part of my lease.

Tenant's Signature : _____

Date : _____

HOLSTEN MANAGEMENT CORPORATION

LEASE RIDER #6

SECURITY RIDER

Resident and Occupant Acknowledgement of Security Policy

1. **No Representations.** Residents and Occupants acknowledge that neither Owner nor Management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures, except security devices such as door locks that are required by law.
2. **No Warranty or Guarantee.** Residents and Occupants acknowledge that neither Owner nor Management warrants or guarantees the safety or security of Residents, Occupants, or their guests or invitees against the criminal or wrongful acts of third parties. Each Resident, Occupant, guest and invitee is responsible for protecting his or her own person and property.
3. **No Reliance on Security Devices or Measures.** Residents and Occupants acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Residents and Occupants acknowledge that they should not rely on such devices or measure and should protect themselves and their property as if these measures or devices did not exist.

Signatures of All Adult Occupants:

_____ Date

_____ Date

_____ Date

Signed By: _____
Property Manager/Leasing Agent

Date: _____

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HOLSTEN MANAGEMENT CORPORATION
Lease Rider # 7
Lease Renewal Drug Testing

As a precondition to renewing this lease, Lessor requires that all adult members (persons 18 years and older) submit to drug testing for non-prescribed, prohibited controlled substances, by a qualified laboratory selected by Lessor.

Tenant, by requesting a renewal of this lease, consents freely and voluntarily to this request for a urine or hair sample (as determined by lab) from all adult household members. Tenant hereby and herewith releases the Owner of the property, and Holsten Management Corporation, their employees, agents, and contractors from any liability whatsoever arising from this request to furnish a urine or hair sample from all adult household members, the testing of the urine sample, and decisions made concerning renewal of Tenant's lease based upon the results of the testing.

Tenant consents to the release of the test results to the Owner of the property and Holsten Management Corporation for their use.

Tenant understands and agrees that his/her lease will not be renewed upon its expiration unless Tenant voluntarily submits to drug testing for all adult household members for testing of non-prescribed, prohibited controlled substances pursuant to the procedures adopted by Lessor for such testing, and passes such test.

Tenant understands that the lease renewal is contingent upon the results of the drug screening of all adult household members not detecting the presence of illegal drugs. Tenant also understands that he/she can indicate any over-the-counter or prescription medication reliability of, or explanation for, a positive result. All information provided to the testing facility regarding the use of prescription medications by the Tenant will be treated as confidential and will not be disclosed by Holsten Management Corporation. If Tenant disputes the result, he/she will have one week to request that the control sample be tested, at an expense of \$45 to the Tenant. If the control sample shows a different result than the initial test, then the Tenant shall submit a new sample at Lessor's expense.

For public housing applicants, Holsten Management Corporation will pay all costs associated with the drug testing, including travel to and from the drug testing facility if necessary.

Tenant: _____ Date: _____

Lessor: _____ Date: _____

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HOLSTEN MANAGEMENT CORPORATION

LEASE RIDER #8

TAX CREDIT COMPLIANCE CERTIFICATION

I, _____, having taken possession of apartment number _____ located at _____ do hereby acknowledge being informed of the fact that this development must comply with the rules and regulations, set forth by several federal, state and local agencies, of Section 42, the Low Income Housing Tax Credit Program and that as such, all sources of household income must be reported, third party verified and certified by me, and all other adult household members, initially and then annually at the time of my lease renewal.

Signed: _____

Date: _____

Signed: _____

Date: _____

Signed: _____

Date: _____

Signed: _____

Date: _____

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**LEASE RIDER #9
TENANT SELECTION PLAN
PARKSIDE OF OLD TOWN**

I. Purpose

This document details the process that will be followed by Holsten Management Corporation (HMC) in the screening and selection of households to occupy the rental units that will be leased to public housing residents in the development known as Parkside Phase 1-B Rental (henceforth referred to as Parkside). All rental applicants applying for tenancy in these units will be required to meet the selection criteria listed in *Section VII* of this tenant selection plan prior to their acceptance for occupancy at Parkside.

This screening and selection procedure was developed based on minimum screening and selection criteria of HMC and the CHA and conforms to HUD's Fair Housing regulations. Occupancy criteria for the public housing units comply with all relevant CHA policies and procedures including the Admissions and Continued Occupancy Policy (ACOP) of September 20, 2005, except as otherwise provided herein, the Relocation Rights Contract (RRC) and the Cabrini Consent Decree. If there is a direct conflict between the Occupancy criteria and the RRC for public housing units, the RRC will prevail.

The screening criteria does not apply to homeowners.

II. Obligations of Tenancy

It is understood that good tenant-landlord relationships are essential for the success of tenant communities. These relationships entail rights as well as obligations. Each applicant is expected to abide by the obligations of tenancy summarized as follows:

- To pay rent and other charges under the lease in the manner set forth by the lease;
- To care for and avoid damaging the unit and common areas, to use facilities and equipment in a reasonable way, and to maintain their unit at reasonable standards of care and cleanliness in the manner set forth by the lease;
- To respect "the right to quiet" enjoyment of others by carefully regulating noise, traffic in and around the unit and the behavior of all guests in the manner set forth by the lease;
- To refrain from any and all illegal activity, and to require the same of all occupants and guests in the manner set forth by the lease;

To comply with the necessary and reasonable building rules

These general obligations are set forth in greater detail in each renter's lease and lease riders.

III. Description of the Community

A. Development

Parkside is a mixed-income community being developed by Parkside Nine Phase I, L.P. which is a partnership of the Holsten Real Estate Development Corporation, Kimball Hill Urban Centers, and the Cabrini-Green Local Advisory Council Community Development Corporation. This project provides rental units at market rates, affordable rates through the provisions of Low Income Housing Tax Credits, and public housing assisted units. Parkside is envisioned to be an integrated community where people of all economic levels will reside together.

B. Rental Units

Phase 1-B Rental includes 111 rental units located on the corner of Larrabee and Division. It will include a 105 unit Mid-rise and 6 attached town homes. They are designated as follows:

Rental Units

Type of Rental Unit	One Bedroom	Two Bedroom	Three Bedroom - Townhouse	Five Bedroom - Townhouse
Public Housing Assisted	4	26	4	1
Affordable	27	20	1	N/A
Market Rate	13	15	N/A	N/A
Total units (111)	44	61	5	1

IV. Leasing Priorities

For market and affordable units, applicants will be served on a first come, first serve basis. The date the completed application with all backup documentation is received will be the basis for priority approved applications. All applications will be processed subject to available units. Waiting lists will be developed for any applicant for whom there is no available unit. However, Cabrini Lottery Families (as defined in Addendum A shall have first priority for the affordable units. Subject to any applicable legal requirements concerning age or disability, all affordable units shall be reserved for families with an employed member (defined as families that have at least one household member working 30 hours per week, including work through Earnfare or Work First where the household member is paid wages for his or her work).

For public housing assisted units, applicants will be chosen based upon the provisions of the Cabrini-Green Consent Decree and the Cabrini Lottery List. Once the Cabrini Lottery List has been exhausted, families for remaining public housing assisted units will be chosen based upon the remaining priorities under the Cabrini Consent Decree. The CHA will utilize its Housing Offer Process (HOP), and its general waiting list for public housing to administer the remaining priorities under the Cabrini Consent Decree. Further description of CHA priority groups is located in the Cabrini Consent Decree and the Relocation Rights Contract, as described in Addendum A of this TSP.

Exceptions to the order in which applicants are housed will be made in the event that HMC needs to match families to ADA accessible or visual/hearing impaired ready units. With respect to the assignment of such public housing assisted units, families who show a verified need for the features provided in these units and have completed an application will be given priority over other applicants, in order of their priority and placement under the Cabrini Lottery, the HOP, and the CHA general waiting list. All approved applicants for ADA units who do not need the features of these units will be required to sign a waiver stating that they will move within 30 days, subject to the availability of a replacement unit for the original family, if a family needing these features is approved for the unit. The same rules will apply for affordable and market applicants, except that the site based waiting list will be used to determine priority.

V. Marketing

Potential market and affordable tenants will be identified through marketing efforts conducted by HMC according to the Affirmative Marketing Plan. Ads will be placed in local newspapers including but not limited to the Chicago Reader, the Sun-Times, and La Raza. Respondents to ads will call the Parkside Leasing phone extension to receive more detailed info and to schedule appointments for a showing. Affordable units will be noted in ads as "some income restrictions apply." Public housing units will not be advertised in newspapers. Walk in traffic will be scheduled for appointments. At the time of the scheduled showing, all respondents will first be given a tour of the building including amenities and shown: a model unit, the specific unit applied for, or a comparable vacancy to that requested by the respondent. If the respondent wishes to apply for a unit he or she will fill out the pre-application card and based on that information will be given a full application for the type of unit the individual or family qualifies for. The applicant will be notified prior to full application what the rent will be for the designated unit.

Potential public housing tenants will be contacted with procedures that satisfy the requirements of the Cabrini Lottery List and the Relocation Rights Contract, and/or the CHA's Admissions and Occupancy Policy. These procedures are outlined in Addendum B.

VI. Application Process: Applicable to All Household Members Age 18 and Older

1. Complete application form. Applicants must provide Social Security Numbers (SSN) for all household members (or certification that application has been made for SSN), proof of citizenship or eligible non-citizenship status.
2. Sign the Tenant Release and Consent Form, allowing the credit check and criminal background check.
3. Provide current employment information covering current and most recent previous job. Provide required information for Tax Credit Compliance and public housing assisted units (where applicable).
4. Provide detailed landlord information including contact from verifiable independent landlords. (Cell phone numbers and family members cannot be used) Landlord verification must be completed and returned via fax.
5. An individual or individuals from HMC staff will perform a home visit using HMC's Home Visit Form. The purpose of the home visit is to determine whether the applicant is capable of caring for a unit in a way that creates a healthy and safe living environment. Applicants will be notified at least 24 hours prior to the scheduled visit. Staff will complete the home visit form, which will become a part of the applicant's file.
6. Holsten Human Capital Development will perform a Needs Assessment. Based on the results of this assessment, referral to counseling and or social services will be made to families requiring special support or services, including providing linkages to the CHA Service Connector. This service will be provided for public housing applicants only.
7. All household members age 18 and older will need to pass a drug test. Market and affordable applicants who fail the drug test will be rejected. Public housing applicants who fail the drug test will be required to participate in an approved drug rehabilitation program and test clean.
8. HMC will perform a pre-move in interview.
9. A lease will be signed and a move-in date determined. One month's rent will be paid along with the full one month's security deposit.
10. Keys will be distributed and the new tenant is able to move in.

If an applicant has difficulty completing written forms, HMC will permit the applicant to bring someone to the interview to assist them or permit forms to be completed at home. To ensure the opportunity for equal access to housing benefits and program related services, HMC will make reasonable accommodations for applicants with disabilities. HMC will also, upon request, make certain that forms and other documents to be completed by applicants are available in accessible formats. Upon request, HMC will provide sign language interpreters and other auxiliary aides.

VII. Selection Criteria

All applicants for the rental partnership units, as well as the public housing assisted units will be reviewed by HMC to determine whether the applicant meets the following criteria for tenant selection.

Exceptions and exemptions are only applicable to public housing applicants. The "Working to Meet Criteria" are only applicable to public housing applicants covered by the Cabrini-Green Consent Decree, the CHA's Relocation Rights Contract (RRC) or the Post 10/1/99 RRC.

A. Income

Tenant shall demonstrate the ability to pay rent, with the exception of eligible public housing tenants. Market tenants have no restrictions on maximum income. Except with respect to public housing units that are not financed with Low-Income Housing Tax Credits, household income for affordable and public housing tenants cannot exceed 60% of the Area Median Income (AMI) at initial occupancy, as detailed in the Site Specific Criteria. No cosigners will be accepted, however, there can be more than one head of household or coleaseholder. All affordable and public housing applicant households must submit documentation regarding the income and assets of all household members to meet tax-credit requirements. The documents include but are not limited to the following: pay stubs, bank statements, SSI award letters, and court-ordered child support agreements. All income must be documented with information that is less than 90 days old. Applications for affordable and market rate rental units showing only cash income and no tax returns or pay stubs will not be approved.

B. Minimum Rent

A minimum rent of \$50.00 will be applied to all rental units at Parkside. Residents who have inadequate source of income to pay minimum rent will not be evicted for failure to pay the minimum rent under the following hardship exemption.

Exemption: A hardship exemption shall be granted to public housing residents who can document that they are unable to pay the minimum rent because of a verifiable long-term hardship (over 90 days). Exemption from minimum rent does not mean that the family does not pay rent. The family is required to pay the greatest of 30% of adjusted monthly income or 10% of monthly income. HMC will advise in writing any applicant/resident who pays the minimum rent what are the specific hardship exemptions and that s/he has the right to request a hardship exemption. Hardship exemptions will be granted pursuant to the CHA's Procedure on Hardship Exemptions.

C. Minimum Age

An applicant must be a minimum of 18 years-old to be head of household.

D. Rental/Residential History

Market and affordable tenants must verify two years of residency, rent payment, and compliance with all lease obligations and site and building rules by an authorized management representative.

Public housing applicants must demonstrate that they are currently lease compliant and show one year of prior compliance in accordance with the RRC (as defined in Addendum C) or one year engaged in activities toward compliance.

Landlord judgments entered due to no fault of the applicant, e.g. eviction pursuant to a no-cause 30-day notice or Landlord's suit for full contract rent because of CHAC's abatement of Section 8 voucher payments due to Landlord's failure to comply with HQS standards, will not be considered.

In no cases will relatives qualify as landlord references. For Public Housing Applicants any outstanding CHA rent or rent due to another public housing program, or outstanding utilities (if needed for occupancy at Parkside) must be paid before occupancy. If an applicant has just come from college, a verifiable dorm history will be considered.

Applicants should not have judgments in favor of a current or past landlord within the past two years. If an applicant has a landlord judgment in the past two years, the applicant must demonstrate one year without a landlord judgment. The first year of residency in the mixed-income/mixed-finance community will be evaluated to satisfy the second year of the requirement.

Working to Meet: A public housing applicant under the Cabrini Consent Decree or the RRC will be considered as "working to meet" this criteria if he/she has a documented history of paying rent and of paying any repayment agreement, if applicable, for one year.

Exception: A public housing applicant covered by the Cabrini Consent Decree or the RRC is excepted from these criteria if he/she entered into a repayment agreement and has been current with payments for the past three months.

E. Credit And Financial Standing

For market and affordable applicants on a credit report, 70% of the accounts reported must reflect pay history that does not exceed 60 days of delinquency. Applicants will be charged a non-refundable \$35.00 application fee which will be used to pay for up to two reports. Medical and educational collections on credit reports are exempt. Bankruptcy in the last 3 years will be evaluated on a case by case basis. Extenuating circumstances such as divorce will be considered.

For market and affordable applicants, the head of household must have a credit score of 600 or above.

For public housing applicants there will be no application fee. The credit history must reflect that the applicant is current in paying utilities or is current in a utility payment plan, that the applicant can establish utilities in their name, and that the

applicant is current in rent payments to the CHA or their tenant portion to CHAC, as applicable.

F. Criminal Background Screening -10 year screening

1. HMC will verify any involvement in criminal activity on the part of all applicants, and adult household members (age 18 years or older) who intend to reside at Parkside.
2. Applicants will be advised at the time of intake at the start of the screening interview that criminal behavior will jeopardize admission to Parkside.
3. Involvement in criminal activity by any member of an applicant household that would adversely affect the health, safety, or welfare of other tenants will be verified using information from the criminal histories provided by other tenants and/or will be verified using information from the criminal histories provided by other States or municipalities. In addition, former landlords and housing providers will be asked to indicate problems during the applicant's tenancy.
4. HMC will look at a record of all arrests and convictions for the previous 10 years.
5. Examples of criminal offenses that will be considered include, but are not limited to: disturbing the peace, drunk and disorderly conduct, threats or harassment, domestic violence, including actual or threatened violence toward members of an applicant household, assaults, destruction of property, vandalism, citations for health and sanitary code violation, possession of an unlawful weapon, criminal damage, arson, home invasion, sexual crimes requiring registration, and all other activities that may adversely affect the health, safety, or welfare of other tenants.

In general, evidence of criminal activity is grounds for denial of market and affordable applicants.

6. Public housing applicants will be evaluated as detailed in Addendum D.

G. Employment and Economic Self-Sufficiency

For market and affordable units, evidence of employment with 2 years verifiable history is required for all heads of household, except in cases where assets or other sources of income are required to meet a level 2 ½ times the full rent.

Pursuant to the Cabrini-Green Consent Decree, 50% of the public housing units built shall be reserved for families that have at least one household member working 30 hours per week, including work through Earnfare, Work First, or any REDI program where the household member is paid wages for his or her work.

If an applicant family is unable to meet, or is not otherwise exempt from, the above 30 hours a week employment requirement, at least one household member who is 18 years of age or older must be engaged in one or a combination of the following activities to meet the 30 hours per week work criterion:

1. Employment;

2. Enrollment and regular attendance in an economic self-sufficiency program;
3. Verified job search and/or employment counseling;
4. Basic skills training;
5. Enrollment and consistent attendance in a regular program of education, including GED classes, secondary or post-secondary education, or English proficiency or literacy classes.

Even families exempt from the employment requirements and are employed, as described below, may be counted towards the 50% working requirement on the public housing replacement units.

Exemption: "Cabrini Displaced Families" as defined in Addendum A are exempt from the employment requirements.

Other Cabrini and public housing families are not exempt from the employment requirements, except those detailed in Addendum E.

The remaining 50% of the public housing units at Parkside will have no employment requirement. (See Consent Decree, Section II.D.1). A copy of the Consent Decree will be available in the Management Office and will be duplicated for anyone who requests one. Applicants will be categorized as working and non-working and be asked to sign working or non-working lease rider.

H. School Enrollment and Child Care

Applicant must provide documentation that family members over age 6 and through age 17 who live in the household attend school regularly. Adequate day care or supervision must be provided for children under 13 years old. If a child between the ages of 17 and 18 drops out of school, that child must be engaged in one or a combination of the following activities at least 30 hours per week: enrollment and regular attendance in an alternative program of education, including GED classes, secondary or post-secondary education, or English proficiency or literacy classes; employment; enrollment and regular attendance in an economic self-sufficiency program; verified job search and/or employment counseling; and/or basic skills training.

I. Home Visit

HMC Leasing staff will make a home visit to all applicants who have successfully completed all previous stages of this screening process. The purpose of the home visit is to determine whether the applicant is capable of caring for a unit in a way that creates a healthy and safe living environment. A maximum of two home visits may be conducted by HMC.

1. Home visits will be conducted by HMC staff and may be conducted by an individual or in teams using HMC's Home Visit Form. Applicants will be notified at least 24 hours prior to the scheduled visit. All HMC staff performing home

visits will be trained to ensure that the home visit is completed fully and correctly.

2. If the unit inspected as part of the home visit indicates applicant-caused health or safety hazards, housekeeping that contributes to infestation or applicant-caused damage, the application may be rejected, or in the case of public housing referrals, applicant will be referred for services prior to approval and admission. The public housing applicant must complete services and provide written documentation of satisfactory completion and will need to pass a subsequent home visit. If the applicant does not attend services, is not helped, or does not pass the subsequent home visit, they will be deferred to CHA.
3. If the home visit reveals that the applicant is currently permitting unauthorized occupants to share the unit, is engaged in criminal activity or some other situation that was inconsistent with the information presented on the application, the applicant could be rejected, or in the case of public housing referrals, the applicant will be deferred to CHA. HMC will document any cases where a home visit results in a rejection.
4. Market and affordable applicants that fail a home visit will be rejected. Public housing applicants that do not pass a home inspection or re-inspection will be deferred to CHA.

J. Drug Testing

All adult household members (age 18 or older) must pass a drug screening at the time of application, and agree to renewal testing, annually, at lease renewal. Failure to agree to renewal testing will result in the termination of the lease, as detailed in Rider #7.

Parkside is a drug-free community. HMC will not admit or renew a current user of illegal drugs because of the potential for attracting drug-related crimes. The Fair Housing Act explicitly states that current users of illegal drugs are not a protected class (persons with disabilities) and permits HMC to reject such applicants. All applicants and authorized occupants age 18 or older will be subject to drug screening at the time of application just prior to lease signing and annually as part of the lease renewal process (See Lease and attached Rider #7. Those adults (age 18 or older) of applicant households who pass the home visit will then be required to submit to drug testing by a qualified drug screening facility. Drugs tested for in the screening include cocaine, opiates, phencyclidine (PCP), cannabinoids (marijuana), and benzodiazepines. Parkside Nine Phase I, L.P. will pay all costs associated with the drug testing. Affordable and market applicants who fail the drug test are rejected for occupancy. Public housing applicants who fail are subject to the conditions in Addendum D, 3. Level Three.

VIII. Rejection for Tenancy

HMC may reject an applicant for the following reasons:

1. Any collection/eviction/judgment from landlord, as described above in the Rental/Residential History criterion.

2. Lack of employment or employment history with respect to affordable or market rental applicants
3. Gross income less than 2 ½ times the monthly rent with respect to affordable or market rental applicants
4. Drug screening failure, as described above in the Drug Testing criterion
5. Ineligibility due to Tax Credit Compliance criteria
6. Evidence of a criminal background or current activities, as described above in the Criminal Background Screening criterion.
7. Failure to pass home visit, as described above in the Home Visit criterion
8. Children not in school or insufficient child care, as described above in the School Enrollment and Childcare criterion.
9. Failure to cooperate with the application/screening process
10. Providing intentionally falsified statements or information during the application process

The following list of factors will not be considered in making a decision to reject an application:

Race, Color, Religion, Age, Source of income, Sex, Marital Status, Parental Status, Sexual Preference, Political Ideology, Handicap or Disability including mental or Physical, Ancestry, or Nation Origin

If an applicant is rejected, the applicant will be informed in writing, and if possible by phone. The rejection letter shall set forth the reasons for the rejection. If the rejection letter is sent to a public housing applicant, the letter will include a description of the applicant's grievance rights. If rejected, an applicant may request an informal meeting to determine whether the rejection was in compliance with the aforesaid procedures. If HMC determines that a public housing applicant is not an acceptable resident for the development, the HMC will temporarily remove the application, with justification for denial, from its active file for housing at Parkside, and defer the public housing applicant to CHA. The process is detailed in Addendum F.

A RRC applicant who is not satisfied with HMC's decision may appeal the decision formally through the CHA's Grievance Procedure. A Cabrini-Green Lottery family may also use the CHA's Grievance Procedure rather than rely on appeal rights that may be exercised by the Cabrini LAC. A formal grievance hearing, if granted, will be conducted before an independent hearing officer from the City of Chicago's Department of Administrative Hearings. If the independent hearing officer finds in favor of the applicant and against HMC's decision to reject the applicant, the applicant will be placed back onto the list for a unit.

IX. Waiting List

If an applicant is eligible for tenancy, but no appropriately sized unit is available, HMC will place the applicant on a waiting list for the development. The Waiting Lists will be

maintained in a bound ledger. The Waiting Lists will contain the following information for each applicant: applicant name, household unit size, date and time application received, qualifications for any preferences and ranking, annual income level, accessibility requirements, number of persons in the household. Separate Waiting Lists will be maintained for market, affordable, and public housing units.

The Waiting List for public housing assisted units must be obtained from the Chicago Housing Authority, unless other procedures are approved and confirmed in writing by the CHA. Upon future unit turnover or availability, after initial lease-up of the public housing assisted units, HMC will contact the Chicago Housing Authority for a new, updated list of applicants. Prior to leasing any public housing assisted unit, HMC must receive approval from the Chicago Housing Authority.

The pre-application card will be a permanent file. All applications will be maintained in order of preference. Applications equal in preference will be maintained by date and time sequence. Public housing applications will be subject to the provisions of the Cabrini-Green Consent Decree and Relocation Rights Contract.

When placed on the Waiting List, for market and affordable units, applicants will be informed to notify HMC when the following changes occur: address and/or phone number, household composition, preference status, income. If an applicant's income changes to an amount which is no longer eligible, written notice will be given advising the applicant that: they are not presently eligible for the unit type they selected, the applicant could be eligible if the household income decreases, the number of household members changes, or the Income Limit changes, they may qualify for a different unit type at Parkside, and they may choose to remain or not on the Waiting List. If an applicant's household composition changes resulting in a need for a different apartment size, HMC will, upon notification by applicant, place the applicant on the appropriate Waiting List. In this case the applicant will receive a new application date based upon the date of redetermination.

Individuals on the waiting list will be contacted via telephone and by U.S. mail when a unit becomes available. If after 7 days the applicant does not respond, HMC will contact the next applicant on the waiting list. The first applicant will maintain their position on the list. However they will be contacted and informed that if they do not respond within 14 days they will be removed from the list entirely. If an applicant is contacted but rejects the first offered unit, they will be removed from the waiting list.

The Waiting List will be updated every 12 months by sending all applicants a letter via certified mail and asking the applicant to respond if they wish to remain on the waiting list. If the applicants do not respond within 14 days, they will be removed from the waiting list.

The waiting list for the development will be closed when there are a number of applicants equal to 40% of the rental units at Parkside. It will be reopened when the number of names on the list drops below 25.

Potential public housing tenants will be contacted and, if necessary, removed from the waiting list according to CHA procedures that satisfy the requirements of the Cabrini Lottery List and the Relocation Rights Contract. These procedures are outlined in Addendum B.

Leaseholder Signature: _____ Date: _____

Management Signature: _____ Date: _____

ADDENDA to PARKSIDE TENANT SELECTION PLAN

Addendum A – CHA Housing Priorities

1. Cabrini-Green Consent Decree and the Cabrini Lottery List

Pursuant to the terms of the Cabrini-Green Consent Decree, families listed on the Cabrini Lottery List (Cabrini Lottery Families) have first priority to apply for the public housing units at Parkside. Such families may or may not be current Public housing residents. The Cabrini Lottery List is a creation of the Cabrini-Green Consent Decree and is maintained separately from the CHA's Housing Offer Process (HOP) system. The CHA's Relocation department will provide referrals from the Cabrini Lottery List to HMC for processing and screening.

The Cabrini Lottery Families include Cabrini Displaced Families and other Cabrini families that have the next priority, as defined by the Cabrini-Green Consent Decree. "Cabrini Displaced Families" are defined by the Consent Decree as all families who resided in the Cabrini Extension North buildings (1015-1017 N. Larrabee, 1121 N. Larrabee, 1159-61 N. Larrabee, 500-502 W. Oak, 1117-1119 N. Cleveland, 1157-59 N. Cleveland, 1150-160 N. Sedgwick and 1158 N. Cleveland) on or after January 1, 1993, except for such leaseholders deemed ineligible under the provisions of the Cabrini Consent Decree (see *Consent Decree page 17, Section VI. B.*).

2. Housing Offer Process (HOP)

Upon exhaustion of the Cabrini Lottery List, the CHA can begin referring public housing residents from the HOP database for public housing units at Parkside in a manner that is consistent with the priorities set forth in the Consent Decree. From the list provided by CHA, HMC will house eligible families in the order of their priority, bedroom size need and assigned HOP number.

- a. If an applicant covered by the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 (RRC) or the CHA Relocation Rights Contract for Families with Occupancy after 10/1/99 (Post 10/1/99 RRC) does not initially meet the minimum selection criteria upon the initial unit offer, then he/she shall have an opportunity for admission to Parkside by demonstrating that he/she is working to meet the selection criteria (i.e. that the applicant is engaged in activities to meet one or more criteria).
- b. If an applicant covered by the RRC or Post 10/1/99 RRC is admitted into Parkside because he/she is in the working to meet category during the screening process, then the applicant must meet the selection criteria within 12 months of admission into Parkside.
- c. If an applicant covered by the RRC or Post 10/1/99 RRC is admitted into Parkside because he/she meets the selection criteria at initial occupancy but falls out of compliance with one of the continuing occupancy criteria, then he/she has 12 months to work himself/herself back into compliance.

If the applicant or household fails to reach compliance at the end of the 12 months in b. or c. above, HMC may terminate the lease or choose not to renew the lease and shall transfer the resident and household to another CHA property at which the resident and household meet that site's property specific admission and continued occupancy requirements.

Applicants covered by the Cabrini-Green Consent Decree will also have the rights set forth in paragraphs a.-c. above.

Addendum B – CHA Outreach Procedures

1. CHA will refer families from the Cabrini Lottery List for screening to HMC. HMC staff will contact these families in the order of their position on the list. The CHA will provide the Cabrini-Green LAC with list of the names referred to HMC for Parkside. When the Cabrini Lottery List is exhausted, the CHA will provide the Cabrini-Green LAC with 14 calendar days notice prior to referring families from the HOP List to HMC.
2. HMC staff will make the first attempt at contacting eligible applicant households via regular mail. If no response is received within seven (7) business days, the second attempt at contact will be by placing three phone calls to the eligible applicant household. Each phone call will be made on a different day, and the dates and times of each phone call will be documented in the household's applicant file.
3. If, after 5 business days, the second attempt at contact is unsuccessful, management staff will make the third attempt at contact by registered mail to the address supplied by the CHA and/or the LAC.
4. If, after 5 business days, no response to third contact attempt is received, the family shall be referred back to CHA with an indication that the family has been unreachable.
5. If an applicant responds within the stipulated timeframe, the applicant will be scheduled to attend a pre-occupancy orientation.
6. At the pre-occupancy orientation applicants will provide initial information, authorization for information verification, and to complete the pre-application card. The orientation will cover: the application process, criminal background and drug testing requirements, and community building participations requirements.
7. HMC must obtain approval from CHA prior to leasing a public housing assisted unit to a public housing resident. This allows HMC and the CHA to ensure that units are leased to eligible individuals and in the appropriate order under the Cabrini Consent Decree and/or the Relocation Rights Contract.

Addendum C – CHA Lease Compliance

Public housing tenants are considered compliant if all of the following conditions are met in their current and/or last place of residency:

1. Current on all rent and utility payments or is current on a repayment agreement
2. Compliant with the CHA's ACOP, which prohibits unauthorized occupants, as defined in subparagraphs 6(c) and (d) of the Public Housing Rider to the Chicago

104 Lease, or requires the household to add such occupants in accordance with the Lease.

3. Leaseholder has a good housekeeping record (Leaseholder has maintained a clean and safe unit) as indicated by the housekeeping inspection reports in the Leaseholder's file.
4. Leaseholder has not destroyed, defaced, damaged or removed any part of a dwelling unit or development as indicated by the housekeeping inspection reports in the Leaseholder's file, or work orders reflecting a pattern of Leaseholder damage or abuse.

Lease compliance as defined above shall include the period during which the family lives in CHA housing and any period of Section 8 assistance. Noncompliance with respect to the Lease obligations must be demonstrated by notices of Lease violations and evidence of serious or repeated violations of material terms of the Lease.

Addendum D – CHA Criminal Background Restrictions

Prior to denying admission on the basis of a criminal record, management will notify the household of the information that provided the grounds for the proposed denial and must provide the subject of the record and the applicant with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

1. **Level One - Exclusions under the Cabrini-Consent Decree – Cabrini Families**
Pursuant to the Cabrini-Green Consent Decree (Section VI (B)(4)(a) and (b)), a Cabrini-Green Lottery Family is **ineligible** for any replacement public housing built under the Cabrini-Green Consent Decree, if they have the following criminal history. Such applicants and/or households are therefore, also **ineligible** for a public housing unit at Parkside, if prior to relocation to a newly developed unit, but after relocation to subsidized unit within the HOPE VI Planning Area or a temporary Section 8 placement or after entry of the Consent Decree (in the case of families residing in a CHA unit) the applicant or household member:
 - a. was **convicted of any criminal activity** that threatened the health, safety, or right to peaceful enjoyment of the premises by other residents or any drug-related criminal activity on or off the premises; or
 - b. had a household member, guest, or visitor while under the leaseholder's control, **convicted of any criminal activity** that threatened the health, safety or right to peaceful enjoyment of the premises by other residents, or any drug-related criminal activity on or off the premises. This exclusion shall not apply where the leaseholder agrees to exclude the offending person from the household.
2. **Level Two - Exclusions under Federal Regulations & CHA's ACOP**
 - a. **Exclusions under Federal Regulations**
Pursuant to Federal Regulations, the following types of criminal history render an applicant or applicant family **ineligible** for public housing assistance. An applicant or applicant family will therefore, also be **ineligible** for a public

housing assisted unit at Parkside if a three-year criminal background check of the applicant or any household member reveals any of the following:

- i. Drug-related criminal activity that resulted in eviction from federally assisted housing within a three year period prior to application for housing at Parkside (24 CFR 960.204 (a)(1)); however, the household may be admitted if it is determined that the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program (24 CFR 960.204(a)(1)(i)), or the circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned). (24 CFR 960.204(a)(1)(ii)).
- ii. Conviction for drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing (24 CFR 960.204 (a)(3)); or
- iii. Sexual offenses that resulted in a lifetime registration under a state sex offender registration program (24 CFR 960.204 (a)(4));
- iv. HMC determines that it has reasonable cause to believe that a household member's illegal use of a drug or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents (24 CFR 960.204 (a)(2)(ii)); or
- v. HMC determines that it has reasonable cause to believe that household member's abuse or pattern of abuse of alcohol may threaten the health, safety or right to peaceful enjoyment of the premises by other residents. (24 CFR 960.204 (b))

However, pursuant to Federal Regulations (24 CFR 960.203 (c)(3)(i)), HMC may require an applicant to exclude a household member who has participated in or been culpable for the above actions in order for the remaining household members to be admitted to the Parkside development.

b. Exclusions under CHA's ACOP

In addition to the Federal Regulations, the CHA's Admissions and Continued Occupancy Policy (ACOP)(CHA Board Approved 9/20/2005) sets forth the types of criminal history that render an applicant ineligible for public housing with the Chicago Housing Authority. Therefore, pursuant to the CHA's ACOP, the following types of criminal history will also render an applicant or applicant family **ineligible** for a public housing assisted unit at Parkside if a criminal background check of the applicant or any household member reveals any of the following (*See ACOP Section II.F.*):

- i. Any household member has ever been convicted of arson or child molestation;
- ii. Any household member has been convicted of murder or homicide in the last ten years
- iii. Any household member has engaged in criminal activity in the past five years that involves crimes of violence to persons or property-as documented by police arrest and/or conviction documentation. Crimes of violence to persons or property would include but not be limited to: homicide or murder, destruction of property or vandalism, burglary, robbery or theft, drug

trafficking, manufacture, use or possession of drugs, threats or harassment, assault or fighting, domestic violence, weapons offenses, criminal sexual assault, and home invasion. Confidential juvenile court records and juvenile law enforcement records, protected under state and HUD regulations, will not be sought or used in reviewing the criminal history of an applicant family. With respect to the criminal activities listed above, consideration may be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). CHA and/or management may consider mitigating factors which may indicate a reasonable probability of favorable future conduct, such as:

- 1) Evidence of rehabilitation, and
- 2) Evidence of the applicant family's participation in social service or other appropriate counseling services programs and the availability of such programs.

In determining whether to deny admission for illegal drug use by a household member who is no longer engaging in such, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, HMC may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. (24 CFR 960.203 (d)).

- iv. Any member of the household is subject to a lifetime or any registration requirement under a state sex offender registration program including the ten-year Illinois State Sex Offender Registration Act.

3. Level Three- Drug Screening

For public housing applicants only, if a household member does not pass the initial drug testing, HMC will require that the individual enroll into a drug rehabilitation program if he or she still wishes to be considered for admission. The individual must complete the program within a 12-month period ("12 month "cure" period") and provide satisfactory documentation of having participated and completed the program. After the individual completes the program and provides satisfactory documentation, the applicant may submit to a second drug testing that must result in a pass (i.e. no detection of the presence of any illegal drugs) in order for the applicant to be admitted as a tenant at Parkside. If an individual refuses to participate in the rehabilitation program, or refuses to sign the lease, then that household member (or leaseholder) will not be admitted as a tenant at Parkside. In such a case, the remaining family members will be admitted if they are otherwise qualified. For public housing applicants, HMC will pay all costs associated with the drug testing, including travel to and from the drug testing facility.

Addendum E – Public Housing Applicant Work Exemptions

The following applicants and household members are exempt from the work requirement:

- a. Those enrolled and attending high school, college, trade school, or other institution of higher learning as full time students;
- b. Those age 62 or older;
- c. Disabled with verification that disability precludes working as reviewed under the CHA's Disability Protocol;
- d. The primary caregiver of a disabled individual with verification of disability and the status as a caregiver;
- e. One adult household member on the lease who elects to stay home to care for pre-school children, provided there are at least two adults in the household and at least one of those adults meets the employment requirement
- f. Retired and receiving a pension.

Addendum F – CHA Applicant Deferrals

If a Cabrini Lottery Family applying for public housing at Parkside under the Cabrini-Green Consent Decree is rejected and does not receive an offer of public housing unit at Parkside, HMC will provide written notice to the applicant, informing them of their right to grieve the decision, according to the CHA Grievance Procedures. Such a rejection shall be deemed a "deferral" for purposes of the Cabrini Consent Decree. If the CHA and the Cabrini-Green LAC are unable to reach an agreement as to whether a family should be approved for or denied housing at Parkside, the parties can motion the federal district court to decide the matter. The motion will request an expedited schedule and hearing on the matter.

HMC reserves the right to reject any applicant household who is found to have poor housekeeping, a criminal background, rent arrearages, inability to establish utility service, drug use, or other good cause, as indicated by tenant selection criteria.

HMC will notify in writing the Cabrini-Green Local Advisory Council (LAC) and its counsel of such rejection, including all appropriate documentation supporting the determination. The Cabrini-Green LAC will be afforded the opportunity to agree with or rebut the rejection with additional documentation.

If HMC determines that the reason for such rejection can be remedied, such an applicant will be offered the ability to remedy the circumstances. Once the issue that caused a family to be rejected is remedied, the family's application will be reviewed in accordance with its position on the Cabrini Lottery.

If HMC determines that mitigating circumstances exist justifying an approval of an applicant despite the initial rejection reason, such an applicant:

1. May be approved for occupancy at Parkside and offered the next available unit;

or

2. May be approved for occupancy at Parkside (with or without a probation period) contingent on terms and conditions not included in the standard lease. Any such terms and conditions will be documented in writing.

Upon approval for occupancy at Parkside, such an applicant will receive priority for the next available unit of the size and type qualified for according to their position on the Cabrini Lottery.

As described above, if HMC makes any of the following determinations:

1. A rejection
2. A rejection with an opportunity to remedy the reason(s) for the deferral
3. Approval contingent upon terms and conditions

written notice will be provided to the LAC and its counsel of this decision, including all appropriate documentation supporting the determination pursuant to the Cabrini-Green Consent Decree.

If all parties cannot agree on upon the HMC's determination, they can petition the federal district court. In the case of such a dispute at the time of initial occupancy, HMC will hold a specific unit for a period not to exceed two (2) months. However, regardless of time, if the court favors the applicant, they will receive priority for the next available like unit.

Leaseholder Signature: _____

Date: _____

Management Signature: _____

Date: _____

HOLSTEN MANAGEMENT CORPORATION

LEASE RIDER # 10
ACCESSIBLE UNIT AVAILABILITY

This addendum to the Lease Agreement between _____
and _____ entered into on _____ constitutes
Attachment No. 10 to the Lease Agreement.

In order to comply with Section 8.27 of Section 504 of the Rehabilitation Act of 1973, landlords must first lease vacant accessible units to current occupants requiring the accessibility features of the vacant unit and occupying a unit not having such features. If no such occupants exist, the unit would be leased to an eligible qualified applicant on the waiting list who requires the accessibility features of the unit. When offering an accessible unit to an applicant not having handicaps requiring the accessibility features of the unit, the landlord must require the applicant to agree to move to a non-accessible unit when available.

As noted above, the household has been offered an accessible unit and does not have handicaps requiring such unit, the resident hereby agrees, at the landlord's expense, to move to a non-accessible unit upon the request of the landlord. Such request will be made in writing thirty (30) days prior to the effective date of a required move to an accessible unit.

By signature below, resident agrees to the terms and conditions contained in this Lease Addendum.

AGREED to this the _____ day of _____ 20 _____ .

TENANT(S)

_____ Date Signed _____

_____ Date Signed _____

Landlords/Landlords Representative

_____ Date Signed _____

"This Rider has not been prepared or approved, either as to form or content by the Illinois Housing Development authority and the Authority assumes no responsibility for its content"

Draft LEASE RIDER #11N – FOR NON – WORKING or EXEMPT FAMILIES
(Cabrini Displaced Families and Non-Working/Exempt Families)

**PARKSIDE OF OLD TOWN (“PARKSIDE”)
CONTINUING OCCUPANCY CRITERIA**

This lease rider applies to families deemed by the CHA, at the time of initial leasing of a public housing unit at Parkside, as either a “Cabrini Displaced Family” as defined by the Cabrini-Green Consent Decree or a family exempt from the employment and self-sufficiency requirement due to the provisions of the Consent Decree which require that 50% of the total 700 units built pursuant to the Consent Decree be reserved for non-working families.

The leaseholder _____ is: (check one)

- A Cabrini Displaced Family from Priority 1, 2 or 3 under the Cabrini Lottery, as defined by the Consent Decree
- A Cabrini family from Priority 4 and 5 of the Cabrini Lottery who is exempt from the work requirement pursuant to the 50% unit reserve under the Consent Decree
- A family screening for Parkside who is exempt from the employment requirement pursuant to the 50% unit reserve under the Consent Decree.

In addition to the tenant obligations listed in the Parkside Lease, leaseholders and residents of the public housing assisted units at Parkside must comply with the following continuing occupancy criteria as set forth in the Tenant Selection Plan for Parkside. Leaseholders and residents will be evaluated at the household's annual recertification to determine whether they continue to meet the following Continued Occupancy Criteria. Failure to meet such criteria may result in termination of the Lease.

The following criteria apply to the families:

1. If an applicant covered by the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 (“RRC”) or the CHA Relocation Rights Contract for Families with Occupancy after 10/1/99 (“Post 10/1/99 RRC”) does not initially meet the minimum selection criteria upon the initial unit offer, then he/she shall have an opportunity for admission to Parkside by demonstrating that he/she is working to meet the selection criteria (i.e. that the applicant is engaged in activities to meet one or more criteria).

2. If an applicant covered by the RRC or Post 10/1/99 RRC is admitted into Parkside demonstrating that he/she is in the working to meet category during the screening process, then the applicant must meet the selection criteria within 12 months of admission into Parkside.
3. If an applicant covered by the RRC or Post 10/1/99 RRC is admitted into Parkside because he/she meets the selection criteria at initial occupancy but falls out of compliance with one of the continuing occupancy criteria, then he/she has 12 months to work himself/herself back into compliance.

If the applicant or household fails to reach compliance at the end of the 12 months in #2 or #3 above, the Holsten Management Corporation shall notify the Chicago Housing Authority and the CHA shall transfer the household to a public housing unit outside of Parkside where the household meets the property specific admission and continued occupancy requirements or provide the household with a Section 8 Housing Choice Voucher (subject to the household's ability to pass all requisite HCV screening) in accordance with the provisions of the Relocation Rights Contract. Should the household not accept the transfer to another public housing unit outside Parkside where the household meets the property specific admission and continued occupancy requirements or the Section 8 Housing Choice Voucher upon successful passage of all requisite HCV screening, HMC may terminate the tenancy or not renew the Parkside Lease.

Applicants covered by the Cabrini-Green Consent Decree will also have the rights set forth in paragraphs 1-3 above.

Continued Occupancy Criteria

1. Maximum Income

- a. The maximum income limit for public housing rental units should not exceed the maximum permitted by law.
- b. If the unit in which the Leaseholder resides is funded through tax credits or other financing programs, the tax credit or other program rules regarding maximum income and eligibility for public housing rental units apply.

2. Community Service Requirements/Economic Self-Sufficiency Programs

Although the Leaseholder is exempt from the employment requirement, the Leaseholder and household members must comply with paragraph 20 of the Public Housing Rider, "Community Service Requirements/Economic Self-Sufficiency Programs" in order to remain lease compliant and residents of Parkside.

3. School Enrollment and Child Care

- a. Applicant must provide documentation that family members over age six (6) and through age seventeen (17) that live in the household attend school regularly.
- b. Adequate day care or supervision must be provided for children under 13 years old.

Working to Meet: Children must be enrolled in school and demonstrate an improved attendance record and children under 13 years old must have adequate day care or supervision.

- c. If a child between the ages of 17 and 18 drops out of school, that child must be engaged in one or a combination of the following activities at least 30 hours per week:
 - 1) Enrollment and regular attendance in an alternative education program including GED classes, secondary or post-secondary education, or English proficiency or literacy classes;
 - 2) Employment;
 - 3) Enrollment and regular attendance in an economic self-sufficiency program;
 - 4) Verified job search and/or employment counseling; and
 - 5) Basic skills training.

Leaseholder Signature: _____ **Date:** _____

Management Signature: _____ **Date:** _____

Draft LEASE RIDER #11W – FOR WORKING FAMILIES
(Non-Displaced Families under the Cabrini-Green Consent Decree)

**PARKSIDE OF OLD TOWN (“PARKSIDE”)
CONTINUING OCCUPANCY CRITERIA**

This lease rider applies to families deemed by the CHA, at the time of initial leasing of the public housing unit at Parkside, as either a Cabrini family or other family as described in the Carbini-Green Consent Decree who is not exempt from the employment and self-sufficiency requirement due to the provisions of the Consent Decree which require that 50% of the total 700 units built pursuant to the Consent Decree be reserved for working families.

The leaseholder _____ is: (check one)

- A Cabrini family from Priority 4 or 5 of the Cabrini Lottery who is not exempt from the work requirement pursuant to the 50% unit reserve under the Consent Decree
- A family screening for Parkside who is not exempt from the work requirement

In addition to the tenant obligations listed in the Lease for Parkside, leaseholders and residents of the public housing assisted units at Parkside must comply with the following continuing occupancy criteria as set forth in the Tenant Selection Plan for Parkside. Leaseholders and residents will be evaluated at the household's annual recertification to determine whether they continue to meet the following Continued Occupancy Criteria. Failure to meet such criteria may result in termination of this Lease.

The following criteria apply to families:

1. If an applicant covered by the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 (“RRC”) or the CHA Relocation Rights Contract for Families with Occupancy after 10/1/99 (“Post 10/1/99 RRC”) does not initially meet the minimum selection criteria upon the initial unit offer, then he/she shall have an opportunity for admission to Parkside by demonstrating that he/she is working to meet the selection criteria (i.e. that the applicant is engaged in activities to meet one or more criteria).

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