

PARK BOULEVARD PHASE 1B MANAGEMENT DOCUMENTS

TENANT SELECTION PLAN

Park Boulevard PHASE 1B **Chicago, Illinois**

I. INTRODUCTION

This **Tenant Selection Plan**, ("the Plan") outlines the procedures that **Urban Property Advisors, LLC**, ("Management") will follow in selecting tenants for the ACC-Assisted Units (defined herein) in **Park Boulevard PHASE 1B**, (the "Development"). Management is responsible for implementing the procedures outlined in this Plan. Park Boulevard 1B, L.P. is the "Owner".

100 units will be subject to the provisions of the Federal Low Income Housing Tax Credit program ("LIHTC Requirements"), and where applicable, the CHA Leaseholder Housing Choice and Relocation Rights Contract (hereinafter "RRC"). Notwithstanding any provisions of this Plan to the contrary, in the event of any conflict between the Plan and the LIHTC Requirements, the ~~LIHTC~~ Requirements shall govern. The Development will offer 100 rental units reserved for low and very low-income households (the "ACC-Assisted Units") as follows:

# of Units	Resident
100	Chicago Housing Authority households with incomes no more than 60% of current area median income.

All of the ACC-Assisted Units will specifically be reserved for Chicago Housing Authority (CHA) households (the "ACC-Assisted Units"). The following policies and procedures will apply to all applicants. Management recognizes that there are additional rights and responsibilities for ACC-Assisted Unit applicants under the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 ("RRC") and Chicago Housing Authority Admissions and Occupancy Policy.

II. MARKETING PROCEDURES

A. Affirmative Marketing Requirements

Applicants for the ACC-Assisted Units that are subject to the RRC are referred to herein as the "RRC Applicants". The marketing of ACC-Assisted Units will begin by notifying the prospective residents included in the CHA Relocation Management Tracking System ("RMTS") database of the upcoming availability of units. If such notification does not yield a sufficient number of responses from CHA residents, Management will consider more extensive outreach measures.

CHA will maintain the RMTS database and will be the primary source of prospective public housing residents. The CHA will provide Management with sufficient training and instruction materials such that Management can utilize the RMTS database in accordance with the terms of this Plan.

B. Intentionally Deleted

III. PRIORITY OF APPLICANTS

A. Priority of Applicants for ACC-Assisted Units

Preference for the admission to the ACC-Assisted Units will be given to eligible RRC Applicants in accordance with the levels of preference established by the RRC, subparagraph (4)(d). The CHA will provide Management with a list (or access to a database) of all families subject to the RRC that have elected Stateway Gardens ("Stateway") as their permanent housing choice and that are Authority-Lease compliant (the "RRC List"). The RRC List will also reflect an order of priority for admission consideration established by the CHA, in compliance with the Housing Offer Process ("HOP"). These preferences shall remain in effect until the list has been exhausted. Screening criteria described elsewhere shall apply to the consideration of admission of all Stateway applicants, including RRC Applicants. At all times, the order of admission to the ACC-Assisted Units shall be governed by the requirement that all of the ACC-Assisted Units shall be occupied by residents in accordance with the income requirements set forth in Article I hereof.

B. Priority of Applicants for Accessible Units

Management will give priority for accessible units to applicants with disabilities. Unless an applicant requests priority placement in an accessible unit, Management will not inquire whether an applicant for a dwelling, a person intending to reside in that dwelling unit after it is rented and made available, or any persons associated with that person, has a disability or inquire as to the nature or severity of the disability of such person.

IV. PRE-APPLICATION CARD PROCESSING

A. Distribution of Pre-Application Cards

* Management will provide a Pre-Application Card to all persons making inquiries about residing in the Development.

B. Processing Pre-Application Cards

1. Management will file and log in order of receipt all returned Pre-Application Cards, indicating the time and date received. The Pre-Application Card log will indicate whether the applicant has any priority or requested an accessible unit.
2. Management does not have to accept Pre-Application Cards after the date on which the Development reaches ninety-five percent (95%) occupancy and the applicable Waiting List, as herein described, has been closed.
3. Management will maintain all Pre-Application Cards on-site for a period of three years, and will update information as necessary.

V. WAITING LIST PROCEDURES

A. Definition of Waiting Lists

Management will maintain a Waiting List for the ACC-Assisted Units. Applicants who submitted Pre-Application Cards, but who Management did not contact for an interview or reject will receive a letter stating they are on a Waiting List and their position on the applicable Waiting List. An applicant's position on the Waiting List will be based on the chronological order in which an applicant's Pre-Application Card is received; provided, however, that priority will be given to those who qualify for any priority or Special Occupancy Category described in Section (XIII). Those applicants Management deems ineligible based on the information provided in the Pre-Application Card will receive a rejection letter (Exhibit A) specifying the reason for ineligibility and informing the applicant that they can meet with Management to discuss the reason for ineligibility.

The waiting list for ACC-Assisted Units shall be initially derived from the RRC list developed by the CHA to be made available to and managed by Management. Upon exhaustion of this list, the waiting list for ACC-Assisted Units will be derived by Management from the CHA general public housing waiting list or a site-based waiting list, as applicable.

The CHA will provide Management with training and instruction materials such that Management can utilize the RMTS database in accordance with the terms of this Plan. Subsequent priorities in admission to occupancy will be consistent with the Gautreaux Orders. Gautreaux Orders are all applicable orders of the United States District Court for Northern Illinois in Gautreaux vs. CHA et al., Nos. 66 C 1459 and 66 C 1460¹.

B. Contacting Persons on the Waiting List

¹ Gautreaux v. CHA et al., No 66 C 1460 and the consent decree thereunder was terminated in 1997.

1. Management will contact applicants through the following process to schedule an interview. ~~When a unit becomes available~~, Management will then telephone the selected applicant at least three (3) times within a forty-eight (48) hour period. If the applicant cannot be reached, a letter shall be sent by pre-paid First Class mail to the applicant requesting a date and time for an interview. If the applicant does not respond within ten (10) business days from the date Management sent its letter, then the applicant forfeits the opportunity to apply for the available unit, but will remain at the top of the applicable Waiting List. When a second unit becomes available, Management will send another letter to the applicant. If the applicant does not respond to the second letter, Management will deem the applicant inactive and remove the applicant from the Waiting List. For RRC applicants, Management will notify the CSS service provider to seek its assistance with making direct contact with RRC applicants to advise them of unit availability.
2. If an applicant refuses a unit, the applicant remains at the top of the applicable Waiting List. Management will send a letter to the applicant stating that after a second refusal of an available unit Management will remove the applicant from the applicable Waiting List and place the applicant in the inactive file.
3. When an interview is scheduled, but the applicant fails to attend, Management will attempt to contact the applicant by telephone; provided the applicant has a working phone number, otherwise Management will contact the applicant through First Class mail, return receipt requested. Management will telephone the selected applicant three (3) times within a forty-eight (48) hour period. If there is no contact made with the selected applicant, Management will place the applicant's Pre-Application Card in the inactive file. However, if Management does contact the applicant and the applicant had good cause, as determined in Management's sole discretion, to miss the interview, such as illness or accident, then Management will schedule another appointment. If the applicant again fails to attend the interview, Management will place the applicant's Pre-Application Card in the inactive file.
4. Management will document all of its attempts at contacting the applicant in its Tenant Tracking Log.

C. Updating the Waiting List

1. After the RRC List has been exhausted, the Waiting List will be updated at least once every twelve (12) months in the following manner: Management will send a letter to each applicant on the Waiting List. The letter will inform the applicant to return the included Reply Card if the applicant still

wants to live at the Development.*The applicant will have fifteen (15) business days from the date Management sent its letter to respond. If Management receives no response, Management will place the applicant's Pre-Application Card in the inactive file and send a letter informing the applicant of this action. The foregoing process shall not apply to the RRC List.

D. Removal from Waiting List

Management will remove names of applicants from the Waiting List for the following reasons:

1. Applicants who do not respond to Management's request to attend meetings or provide and/or update information. When an interview is scheduled, but the applicant fails to attend, Management will telephone the selected applicant three (3) times within a forty-eight (48) hour period. If there is no response from the applicant after three (3) attempts within forty-eight (48) hours, the applicant's name will be determined inactive and removed from the Waiting List.
2. Applicants whose correspondence from Management returns from the U.S. Postal Service marked as "Undeliverable."
3. Applicants who have not returned a completed application within ten (10) business days from the date Management provided an application. Applicants with unusual circumstances may request, in writing, an extension of time, which Management can grant at its discretion.
4. Applicants who Management determines are former tenants that owe money to the Development. Management will place these applicants on the Waiting List only after the applicant has either paid the debt or has arranged and is current in a payment plan to pay the debt.

E. Closing the Waiting List

Once the number of Pre-Application Cards for a unit size equals three times the total number of units for that size inside the Development or if the Development has attained ninety-five percent (95%) occupancy, then Management does not have to accept any additional Pre-Application Cards.

<u>Unit Size</u>	<u>Maximum Pre-Application Cards per unit size</u>
1 Bedroom	114
2 Bedrooms	99
3 Bedrooms	81
4 Bedrooms	6

F. Reopening the Waiting List

If, based on the maximum number of Pre-Application Cards, it is anticipated that all persons who have submitted Pre-Application Cards for a specific unit size will be housed within the next twelve (12) months, the Waiting List for that unit size only will be reopened and Pre-Application Cards will again be accepted. Management will present the notice of the reopening of the Waiting List to prospective public housing residents utilizing first, the RMTS, then the general CHA public housing waiting list.

VI. APPLICATION PROCESS

A. Application Requirements

1. Intentionally deleted.
2. Management will schedule interviews for applicants for ACC-Assisted units in accordance with the procedure outlined in Section (V)(B). Applicants for ACC-Assisted units will complete a rental application at the Management office. Management will use a temporary location until the Management office is available. All members of the applicant household aged 18 years and older must attend the interview. Management will require all members of the applicant household aged 18 and older to sign the rental application and release forms authorizing Management or a third party under contract with Management to determine if the applicant satisfies the Owner's Screening Criteria. All members of the applicant household 18 and older will be subject to a 3-year criminal background check (sealed juvenile records will not be reviewed). CHA ensures that applicants for the ACC-Assisted units from the RMTS database will have already gone through a credit and background check that covers the past three (3) years. Management will pay any additional costs for any credit or background checks on Applicants for the ACC-Assisted units beyond three (3) years, and such checks shall be limited to a period of five (5) years as described in Article IX hereof.

3. The applicant must, as determined by Management, meet the Owner's Screening Criteria, established in accordance with Fair Housing requirements and set forth in Section IX of this Tenant Selection Plan.
4. Management or a third party under contract with Management, with respect to all applications for all household members aged 18 years and older, will take the following actions:
 - a. Obtain a completed and signed rental application.
 - b. Obtain a credit and criminal background report.
 - c. Verify Social Security Card information for all household members age six (6) and older or certify that household member has not been assigned a Social Security number.
 - d. Verify documentation for household members who are non-citizens.
 - e. Obtain copies of birth certificates for all household members.
 - f. Determine anticipated total annual income from all sources received by the household, including all net income derived from Net Family Assets, other than earned income of household members younger than 18 years old, in accordance with the requirements of Section 42 of the Internal Revenue Code, as amended (the "Code"). Management will consider only the income the household anticipates obtaining in the twelve months proceeding the date of the rental application. If it is not feasible to anticipate a level of income over a 12-month period, Management will annualize the income anticipated for a shorter period. In the event anticipated income is zero, Management will require a notarized statement signed by all household members age 18 years or older demonstrating that no income is coming into the household. Subject to the requirements of Section 42 of the Code, income includes, but is not limited to, the following:
 - Full amount of wages and salaries, overtime pay, commission fees, tips and bonuses, and other compensation for personal services
 - Net income from operation of a business or profession
 - Interest, dividends, and other net income of any kind from real or personal property, such as but not limited to Net Family Assets as described below
 - Full amount of periodic payments from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts including a lump sum benefit for the delayed start of a periodic payment, excluding lump sum payments of Social Security benefits

- Unemployment, disability compensation, worker's compensation, and severance pay
- Assistance from the Department of Human Services (DHS), such as Temporary Aid to Needy Families
- Alimony, child support payments, and regular contributions or gifts received from persons not residing with the household
- All regular pay, special pay, and allowances of a member of the Armed Forces

Income does not include:

- Income that is temporary or not of a reoccurring nature
- Sporadic gifts
- Reimbursements of medical expenses for any family member
- Lump sum assets, such as inheritances, insurance payments, worker compensation settlements, capital gains, and any settlements for personal or property losses
- Hazardous duty pay for a household member in the Armed Forces
- Earned income from employed, dependent children, including foster children younger than 18 years old
- Payment received for care of foster children or foster adults
- Payment or allowances from the Energy Assistance Program
- Amounts received from programs funded in whole or in part under the Job Training Partnership Act or Family Support Act
- Full amount of student financial assistance paid directly to the student or to the educational institution
- Amounts received from training programs funded by Department of Housing and Urban Development
- Amounts received by a disabled persons that are disregarded in determining Supplemental Social Security Income eligibility
- Amounts received to cover out-of pocket expense necessary to participate in a publicly assisted program

"Net Family Assets" include:

- Cash
- Stocks
- Bonds
- Savings

- Value of equity in real property and other forms of capital investments excluding the cost that would be incurred in disposing of the assets
- In the case of disposition as part of a separation or divorce settlement, the disposition will not be considered for less than Fair Market Value if it is received and is not measurable in dollar terms.

"Net Family Assets" does not include:

- Personal property

B. Completion of the Application Process

Management will process all applications within thirty (30) business days after the date of the applicant's initial interview or within five (5) business days of receipt of all required documentation, whichever is later.

C. Social Services Screening

Applicants for ACC-Assisted Units who satisfy the Owner's Screening Criteria may be required to undergo a social service screening. Case managers from the Stateway Community/Supportive Services program will perform the social service screen. The social service screen includes an interview with applicant and family members to assess housing readiness and willingness to engage in a case management plan. The social service screen will identify barriers to the household's ability to comply with the lease and with established rules and regulations within the Development. Community/Supportive Services staff may conduct a home visit designed to confirm that all applicants demonstrate the ability to live in compliance with a rental agreement and to maintain satisfactory housekeeping standards. Home visits may also be used to confirm consistency with the application, such as the same number of household members as indicated on the application. Community/Supportive Services staff will then provide Management with a written recommendation for housing based upon the social service screen.

VII. ELIGIBILITY REQUIREMENTS

A. Income

1. If an applicant's income exceeds the income requirement of any restricted unit, Management may refer the applicant to another housing opportunity.

The ACC-Assisted Units are set aside for Chicago Housing Authority households with incomes no more than sixty percent (60%) of Area

Median Income, as established by the Low Income Housing Tax Credit Program rules and regulations for the appropriate household size.

2. Intentionally deleted.
3. Applicants will be required to pay a minimum monthly rent of fifty dollars (\$50). (A hardship exemption shall be granted to residents who can document that they are unable to pay the minimum rent because of a verifiable long-term hardship (over 90 days). Exemption means the resident is required to pay the greater of 30% of adjusted monthly income or 10% of monthly income.)

B. Sole Residence

For each ACC-Assisted Unit applicant, the unit in the Development must be the applicant's sole residence in order for the applicant to be eligible for housing.

VIII. OCCUPANCY STANDARDS

- A. The following standards will determine the number of bedrooms required to accommodate a family of a given size, except that such standards may be waived when a vacancy problem exist and it is necessary to achieve or maintain full occupancy. In selecting a unit size for the applicant, Management's occupancy standards, and any waivers thereof, must comply with Federal, State, and local fair housing and civil rights laws, landlord-tenant laws, zoning laws and applicable HUD Occupancy guidelines from time to time in effect.

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
1	1	2
2	2	4
3	3	6
4	4	8

- B. Notwithstanding anything to the contrary, if during the term of any lease, a child is born or adopted by the tenant, and as a result of such birth or adoption, the occupancy standard established above shall be violated, the tenant shall not be required by Management to move or transfer to a larger unit in order to comply with the occupancy standard until the conclusion of the term of the then-existing lease; provided that the tenant shall at all times satisfy all other obligations under the lease, rules, and regulations applicable to the leased unit.

IX. SELECTION AND REJECTION CRITERIA

Meeting the eligibility requirements under Section (VII) does not mean that an applicant will be a suitable tenant. Management will also consider the ability of the applicant to fulfill the obligations of tenancy, including but not limited to paying rent and other charges, caring for and avoiding damage to a unit and common areas, and refraining from engaging in activities that would threaten the health, safety or right of peaceful enjoyment of the premises by others. For the purpose of the RRC, the criteria under this Section (IX) (compliance with which, where not otherwise indicated, shall be determined in Management's sole discretion) subject to the CHA Grievance Procedure shall be deemed property specific requirements ("Screening Criteria"), as follows:

A. Age

Applicants must be at least 18 years old, provided that applicants who are less than 21 years old may be required in Management's sole discretion, to provide a guarantor acceptable to Management who will guaranty the applicant's payment and performance under the lease.

B. Insufficient/Inaccurate Information on Application

Refusing to cooperate with Management during the application process, refusing to provide information required by Management, or supplying false information will be grounds for rejection.

C. Credit, Financial Standing, Employment and Self-Sufficiency

1. Applicants for ACC-Assisted Units that are accepted for occupancy will pay rent in accordance with applicable federal regulations.
2. Any unsatisfactory history of meeting financial obligations, including but not limited to the payment of rent and outstanding judgments or a history of late payment of bills as outlined below, will be reviewed carefully and may, in Management's discretion, be grounds for rejection.

If an RRC applicant is rejected for poor credit, the applicant may request that Management consider mitigating circumstances or factors. In considering such mitigating circumstances, Management may, in its discretion, take into account such mitigating factors as it deems relevant, including, without limitation: (1) The ages of the debts; (2) Whether the RRC applicant made and kept arrangements to pay back unpaid bills; (3) The size or the number of debts in collection; (4) Whether the credit report indicates a lengthy or repeated history of unpaid bills, or repeated bankruptcies; (5) Whether the RRC applicant's poor credit was caused by

disability or illness; (6) The nature of the unpaid responsibilities, such as high medical bills, or large school loans; (7) Whether the poor credit was caused by family break-up; (8) Whether the poor credit is related to involuntary displacement; (9) Whether the poor credit resulted from involuntary unemployment or some other involuntary change in income; (10) Whether a history of non-payment of rent resulted from an extraordinary rent burden; (11) Satisfactory completion of credit counseling; (12) Whether the RRC applicant is enrolled and actively participating in the HOPE VI Community and Supportive Services Program, if available; and/or (13) The presence of other events beyond the control of the RRC applicant.

All leaseholders and co-head of households will be subjected to review and will be expected to meet, at a minimum, the following standards:

- a. No delinquency in excess of \$1,000, including but not limited to matters that have been referred for collection and civil judgments, within the past two years; provided that a delinquency in excess of \$1,000 will be considered in light of any mitigating circumstances that can be documented by the applicant, such as loss of a job, illness, medical problems or student loans. In addition, where an otherwise eligible applicant has, in Management's sole discretion, a good history of rent and utility payment but also a delinquency as described above, the applicant will be conditionally accepted and permitted to occupy a rental unit (provided all other requirements for occupancy are met) subject to the requirement that such tenant demonstrate prompt rental and utility payment acceptable to Management, in its sole discretion, in the first year of occupancy.
- b. No landlord judgments and no new negative landlord history within the last two years provided, however, that an applicant will be excepted from this criterion if documentary evidence is presented by the applicant that the judgment was the result of a landlord's or Section 8 program administrator's failure to comply with their respective obligations or was due to no fault of the tenant.
- c. Any bankruptcy filing must be at least three years old, with no new negative credit history; provided, however, that an individual whose bankruptcy filing date is within the last three years will receive further consideration by Management in the case of mitigating circumstances such as excessive medical bills, loss of employment for an extended period, student loans or divorce. Management will give less negative weight to those bankruptcy filings that occurred earlier in the three-year period. Management will also give less negative weight to bankruptcies where bankruptcy debts did not

include rental and utility payments. The decision to continue processing the rental application in light of such mitigating circumstances relevant to a bankruptcy will be made on a case-by-case basis in Management's discretion.

- d. No debt due to any public housing authority unless an applicant has arranged and is current in a payment plan to pay off the entire debt owed.
- e. Any outstanding delinquencies owed to utility providers must be paid prior to approval. An allowance may be made for a payment plan with a utility that is in good standing for six months and that utility's willingness to re-establish an account with the applicant. Management will require proof of such a plan.

If Management rejects a rental application because of poor credit or financial standing, Management will provide the applicant with the reason for rejection and give the name of the credit bureau that provided the credit report. An applicant may appeal a rejection pursuant to Section (XI)(B).

- 3. The inability to verify credit references may result in rejection of an application. Management will consider special circumstances in which the applicant has not established a credit history, such as income, age, or marital status. In such circumstances, Management may require that a person with a history of creditworthiness guarantee the lease.
- 4. The inability to verify income may result in the rejection of the application. Management will accept all legal forms of verifiable income. In the case of child support, the applicant must validate the child support payments by court documentation or a minimum of six consecutive months of cancelled checks, money order receipts, or cashiers' check receipts.
- 5. For the purpose of initial application screening an applicant will be considered to meet the employment/economic self-sufficiency requirement if the applicant provides evidence, acceptable to Management in Management's discretion, that the head of household and co-head of household are spending thirty (30) hours a week in employment, and all other members of applicant's household 18 years of age or older are engaged in one or a combination of the following activities for 30 hours each week: (1) employment; (2) enrollment in and regular attendance in an economic self-sufficiency program, which shall include a program designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling,

work placement, basic skills training, paid or unpaid internships, transitional jobs, public benefits work programs, financial or household management, or an apprenticeship; (3) a verified job search and/or employment counseling; and (4) enrollment in and regular attendance in a regular program of education including GED classes, secondary or post-secondary education, or English proficiency or literacy classes. The foregoing minimum work requirement of 30 hours a week will not be applicable to full time students.

A household can be considered working to meet the employment/self-sufficiency requirement and once accepted for residency will be considered to meet minimum continued occupancy requirements by having all members of the household 18 years of age or older engaged in one or a combination of the following activities for 30 hours each week: (1) employment; (2) enrollment in and regular attendance in an economic self-sufficiency program, which shall include a program designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, workfare, financial or household management, or an apprenticeship; (3) a verified job search and/or employment counseling; and (4) enrollment in and regular attendance in a regular program of education including GED classes, secondary or post-secondary education, or English proficiency or literacy classes. Evidence of satisfaction of this requirement may include among other things, written verification of employment from an employer, a pay stub indicating hours worked, or written verification of enrollment in a program identified above by an administrator or instructor of such program. The foregoing minimum work requirement of 30 hours a week will not be applicable to full time students.

A member of a household shall not be required to comply with the requirements of this paragraph when such member of the household is (a) aged 62 years or older, (b) a blind or disabled individual who provides verification that he or she is unable to comply with the requirements of this paragraph because of his or her blindness or disability, (c) the primary caretaker of such a blind or disabled individual and provides third party verification where applicable, that he or she is unable to comply with the requirements of this section because of his or her role as such a caretaker, (d) who as a result of a serious medical impairment is temporarily (for a period of less than 12 months) unable to meet the 30 hour employment requirement, (e) a full-time student in high school, college, trade school or other institution of higher learning, (f) one adult family member who elects to stay home to care for young children, so long as another adult family member works; or (g) retired and receiving a pension.

6. All households will be expected to make best efforts to meet or exceed the 30-hour employment requirement in Section IX.C.5 above (except as otherwise provided in such Section IX.C.5). A resident will still be in compliance with the employment requirement during a period of temporary unemployment, not to exceed six (6) consecutive months or a period as long as unemployment benefits are available, including extensions, whether or not the resident is qualified for such benefits. Residents who are temporarily unemployed will be required to engage in other self-sufficiency activities.
7. Applicants will be required to document that all household members ages 6 through 16 (which means through the end of the 16th year) are actively attending school. If a 17 year-old 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) employment; (2) enrollment in and regular attendance in an economic self-sufficiency program, which shall include a program designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, paid or unpaid internships, transitional jobs, public benefits work programs, financial or household management, or an apprenticeship; (3) a verified job search and/or employment counseling; and (4) enrollment in and regular attendance in a regular program of education including GED classes, secondary or post-secondary education, or English proficiency or literacy classes. In cases where a youth has been expelled from school, the applicant is required to demonstrate that all reasonable remedies have been exhausted to get the student readmitted to another school or enrolled in an alternate educational program.

D. History of Residency

Prior evictions and/or outstanding landlord and/or housing judgments within the past two years will be grounds for rejection of an application provided, however, that an applicant will be exempted from this criterion if documentary evidence is presented by the applicant that the judgment was a result of a landlord's or Section 8 program administrator's failure to comply with their respective obligations or was due to no fault of the tenant (e.g., Landlord's decision not to renew the lease).

If the applicant is lease compliant at the time of submitting the application, any lease violation in the past two (2) years shall not be a bar to admission. If an applicant has a landlord judgment in the past two (2) years, the applicant must

demonstrate one year without a landlord judgment. The first year of residency in the Development will be evaluated to satisfy the second year of this requirement.

The previous three (3) years of housing and/or the past two landlords will be verified and documented for each applicant. This includes housing for applicants who were previously homeowners or lived with parents or guardians. Management will consider the following circumstances with respect to the applicant or any other person who will be living in the unit, and may be grounds for rejection of an application:

1. Any history of physical violence to persons or property.
2. Any behavior at prior residence that could adversely affect the health, safety, and quiet enjoyment of other tenants.
3. Any criminal activity by a guest or visitor of the applicant that threatened the health, safety or peaceful enjoyment of other residents.
4. A record of consistent failure to timely pay rent.
5. Applicant is in violation of applicant's current lease.
6. Any activity that involved causing a fire on or near residential premises, either intentionally, or through gross negligence or careless disregard.

E. Criminal Activity/Drug-Related Activity

1. Management will not admit an applicant if a background check reveals any of the following circumstances with regard to an applicant or member of an applicant's household; provided that the circumstances outlined in (E)(1)(c),(d),(e) and (f) below will be considered on a case by case basis in light of mitigating circumstances by Management in its discretion, as specified in Section (IX)(E)(3) below:
 - a. Any applicant or member of applicant's household is subject to a lifetime registration requirement or a 10 year registration requirement under the Illinois Sex Offender Statute or any other state sex offender registration program;
 - b. Any applicant or member of applicant's household was convicted of manufacturing methamphetamine in subsidized housing;
 - c. Any criminal activity during the period subject to review under Section 5(a)(2) of the current form of the CHA Residential Lease Agreement, currently the past three years, or any successor

3 years
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provision thereto, the "Review Period," that involved physical violence to another person or property, assault, aggravated assault, or which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other Residents, Management or its employees;

- d. Any drug-related criminal activity during the Review Period, including but not limited to the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance;
 - e. Any criminal activity involving a weapon, as defined under the Illinois Criminal Code, during the Review Period, including but not limited to displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or otherwise discharge a weapon to inflict injury on another person or to damage any property through the intentional, reckless, careless, or negligent use of such weapon; or
 - f. Any criminal activity during the Review Period that involved arson.
2. The following circumstances will be grounds for rejection of an application or any member of an applicant's household, provided that such circumstances, including the period during which criminal activity occurred, will be considered on a case by case basis in light of mitigating circumstances by Management in its discretion, as specified in Section (IX)(E)(3) below:
- a. In the past five years any member of the applicant's household engaged in any criminal activity which would constitute a felony under applicable law;
 - b. Any criminal activity from the period further in the past than the Review Period but no more than five years prior to screening, including:
 - (i) Physical violence to another person or property, assault, aggravated assault, or activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other Residents, Management, or its employees;
 - (ii) Any drug -related criminal activity, including but not limited to the illegal manufacture, sale, distribution, storage, service, delivery, or cultivation of a controlled substance;

- (iii) Any criminal activity involving a weapon, as defined under the Illinois Criminal Code, including but not limited to displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or otherwise discharge a weapon to inflict injury on another person or to damage any property through the intentional, reckless, careless, or negligent use of such weapon; or
 - (iv) Any criminal activity that involved arson.
 - c. Management determines that an applicant's, or member of applicant's household's, use, pattern of illegal use, or pattern of possession of a controlled substance or such person's use or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, Management, or its employees. For the purpose of this plan, pattern shall mean more than one incident.
 - d. A pattern of abuse of alcohol by applicant or members of applicant's household that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- 3. Mitigating circumstances are facts relating to the applicant's record of unsuitable behavior which, when verified, would indicate that the reason for the unsuitable behavior is no longer in effect or is under control and the applicant's prospect for lease compliance is an acceptable one. Consideration of verifiable mitigating circumstances does not guarantee that an applicant will be admitted. Management, in its discretion, will consider the seriousness of the offense, whether or not the applicant was convicted of the offense, the circumstances surrounding the offense, and whether the offense occurred only once or was repeated. In addition, Management, in its sole discretion, will consider the following mitigating circumstances as support for an applicant's assertion that the applicant is no longer involved in criminal activity and that his or her prospect for lease compliance is acceptable:
 - a. The applicant has no subsequent criminal history;
 - b. Verification from a probation or parole officer that the applicant has satisfied the terms of his or her probation or parole, if applicable;
 - c. Verification of the applicant's participation in services or counseling services, if applicable;
 - d. Verification that the applicant has made restitution for his or her criminal activity, if applicable;

- e. In connection with evidence of previous or current illegal drug use, applicant provides:
- (i) Verification from a reliable certified drug treatment counselor or program administrator indicating that the applicant has been in treatment, and that the applicant is complying with the program requirements and, if known (e.g. part of the program is drug testing, etc.) is not currently using a controlled substance. A reliable counselor or program administrator is someone who has not demonstrated a pattern of providing inaccurate or unreliable information. Management shall be the judge of what constitutes adequate and credible verification.
 - (ii) Verification from a self-help program, such as Narcotics Anonymous, indicating that the applicant has been participating in their program, and, if known (e.g. part of the program is drug testing, etc.) is not currently using a controlled substance;
 - (iii) Verification from a probation or parole officer that an applicant has met or is meeting the terms of probation or parole with respect to refraining from the illegal use of a controlled substance; or
 - (iv) Negative results of an additional voluntary drug test, conducted at facilities that use the National Institute of Drug Abuse Guidelines and which screens for illegal drugs only, not properly prescribed prescription drugs containing controlled substances.
- f. In connection with applicants who are currently enrolled in a substance abuse treatment program, but who have a history of substance abuse treatment followed by recidivism, Management will require that the applicant provide evidence of circumstances described in Section (VIII)(E)(3)(e) above and demonstrate why his or her current situation is more likely than in the past to lead to successful abstention from illegal use of controlled substances.

F. Home Visits/Unsanitary or Hazardous Housekeeping

1. Management may conduct a home visit as a final step in the application process as mentioned in Section (VI)(C). Management will notify applicants at least two day before the scheduled visit and will conduct a maximum of two home visits for an application. The purpose of the home visit is to determine whether the applicant and all potential occupants are

capable of caring for a unit in a way that creates a healthy and safe living environment.

2. If the unit inspected as part of the home visit shows health or safety hazards caused by the applicant or other potential occupants, housekeeping that contributes to infestation, or damage to the unit caused by the applicant or other potential occupants, the application may be rejected. Management may take photographs to document the applicant's housekeeping. Housekeeping criteria are not intended to exclude households whose housekeeping is only superficially disorderly if such conditions do not appear to affect the health, safety, or welfare of other residents.
3. If the home visit reveals that the applicant is currently permitting unauthorized occupants to reside in the unit, that the applicant or other potential occupants are engaged in criminal activity, or some other circumstances which are consistent with the information presented in the applicant's application, the applicant may be rejected. Management will document any cases where a home visit results in a rejection.
4. An applicant's behavior toward Management staff conducting a home visit or performing other tasks under these procedures will be considered in assessing an applicant's possible behavior toward neighbors. Physical or verbal abuse or threats by an applicant toward Management staff will be noted in the application file and included in the screening evaluation.
5. Applicants who are not at home when a home visit is scheduled will be given an opportunity to schedule a second home visit; provided, Management shall not be obligated to schedule more than two home visits. Applicants who fail a home visit may be rejected for tenancy. Management shall notify the CHA of any rejections.

G. Pets

See Lease Agreement, Attachment No. 5, Pet Policy.

H. Child Care

Children living in the Development must be adequately supervised. Applicants with children under thirteen (13) years of age must provide written verification to Management that adequate day care or supervision will be provided at all times and written verification of school enrollment for children older than six (6) years of age and younger than eighteen (18) years of age, or until graduation from high school.

I. Other Basis for Rejection of Application

Other basis for rejection of an application may include, without limitation, the following:

1. At time of application, applicant submitted funds (if any) that were not honored by the financial institution from which they were drawn. Management will consider any mitigating circumstances that can be documented by the applicant, such as loss of a job, illness or medical problems.
2. During interactions with Management, applicant appears intoxicated or under the influence of drugs, or is abusive as evidenced by objectionable conduct such as physical violence, threats, or profanity. Management shall maintain written documentation of such conduct and Management shall provide applicants, if requested, and the CHA with copies of such written documentation.
3. Applicant has attempted to bribe a member of staff in order to obtain an apartment.
4. If subsequent to submitting the application, applicant's household size has changed for any reason and such size no longer conforms with the occupancy standards for the unit that Applicant originally requested in the application. Management will determine if there is another unit available that is the appropriate size for applicant's current household size and, (i) if such unit is available, offer such unit to Applicant, or (ii) if such unit is currently unavailable, establish a wait-list for such unit. If the Development does not contain any units appropriate for applicant's current household size, applicant's application shall be rejected.

J. Factors Management Will Not Consider Concerning an Application

- Race
- Familial Status
- Disability
- Ancestry
- National Origin
- Color
- Religion
- Age, as defined by Chicago Fair Housing Regulations
- Sex
- Sexual Orientation
- Source of Income

K. During the screening process, Management staff performing the review will consider the following before rejection of any application:

1. If Management receives negative screening information on an applicant, Management will contact the applicant and set up a second meeting to determine whether mitigating circumstances exist that make it possible to approve the application.
2. If an applicant fails to satisfy the Screening Criteria and there is no evidence of mitigating circumstances, Management will reject the application. If an applicant is eligible and passes the Screening Criteria, Management will accept the applicant subject to the availability of units.
3. Intentionally deleted.
4. Current CHA Leaseholders whose application to reside in a ACC-Assisted Unit is rejected because of a failure to satisfy Management's Screening Criteria or a failure to engage in activities to meet the Screening Criteria may, pursuant to the RRC and the Grievance Procedure (Exhibit B), request an informal hearing with Management and, if applicable, a formal hearing before an independent hearing officer. Management will provide CHA with copies of correspondence with the applicant in connection with the filing of a grievance by a rejected applicant.

L. **Opportunity to Comply with Screening Criteria for ACC-Assisted Units**

An applicant for an ACC-Assisted Unit who (1) is entitled to the rights afforded by the RRC and (2) does not satisfy the Screening Criteria in this Section (IX), but (3) is otherwise Lease Compliant pursuant to the RRC, will be conditionally accepted for occupancy of an ACC-Assisted Unit in the Development, but only if the applicant provides evidence sufficient, in Management's discretion, to show that the applicant is engaged in activities designed to help the applicant meet the Screening Criteria within one year of occupancy, as required by this Section (IX). By way of example only, the following could be submitted by an applicant to show participation in activities to meet Screening Criteria.

- In the case of an applicant whose screening reveals unpaid utility bills or excessive delinquent debts, such applicant could submit written third party verification that the applicant is participating in and fulfilling the terms of a payment plan designed to eliminate such bills or delinquent debt.
- In the case of an applicant who does not meet the thirty (30) hour requirement of Section (IX)(C)(5), such applicant could submit third party verification of participation in a combination of the activities described in Section (IX)(C)(5) and a reasonable plan for increasing such participation to meet the requirement.

- In the case of an applicant, or any member of an applicant's household, whose screening reveals evidence of recent illegal drug use, such as applicant could submit evidence as described in Section (IX)(E)(3)(e).

In the event that the applicant fails to satisfy the Screening Criteria within one year of occupancy, Management shall notify the applicant and CHA, and the CHA promptly shall transfer the applicant to a unit outside the Development in accordance with the RRC.

X. APPLICATION ACCEPTANCE AND MOVE-IN PROCEDURE

- A. Management will notify applicants upon successful completion of the application process at which time arrangements will be made, including a specific time schedule, for lease signing, payment of security deposit and first month's rent, and attendance at a tenant orientation.
- B. Residents of ACC-Assisted Units will pay a security deposit in accordance with CHA's security deposit requirements, which currently requires payment of a deposit that shall be no more than one month's rent.
- C. An applicant who Management has approved for an apartment must sign the lease, pay the rent and the security deposit, and take possession of the apartment on the scheduled move-in date. As a courtesy, Management will telephone an applicant to inform him or her that the rental application has been approved. In addition, Management will mail a "Welcome Letter" to the applicant that will include the next steps the applicant must take. An applicant who does not proceed with the move-in schedule outlined in the Welcome Letter may forfeit the designated apartment. If an applicant wishes to move in at a later date, but within a thirty (30) day period of the date that the rental application was approved, Management may offer an alternate apartment and move-in date based on availability. The above move-in procedure, to the extent inconsistent with the RRC, will not apply to current CHA Leaseholders who have been accepted for occupancy of an ACC-Assisted Unit.
- D. Before move-in, all family members must complete a pre-occupancy tenant orientation at the location designated by Management.
- E. All applicants accepted for occupancy shall concurrently with lease execution, execute all applicable addenda and riders to the lease.

XI. REJECTION PROCEDURES

- A. **Written Notification**

Management will promptly notify applicants in writing whose rental application has been rejected and will include the reason(s) for the rejection (Exhibit A). The notice will advise the applicant that he or she may within fourteen (14) business days of the receipt of the notice respond in writing or request to meet with Management to discuss the notice. The notice shall also inform the applicant that responding to Management's notice does not prevent the applicant from exercising any legal rights. Management shall provide a copy of such notice to CHA.

B. Review of Rejected Applicants

Current CHA Leaseholders whose application to reside in an ACC-Assisted Unit is rejected because of a failure to satisfy Management's Screening Criteria or a failure to engage in activities to meet the Screening Criteria may, pursuant to the RRC and the Grievance Procedure (Exhibit B), request an informal hearing with Management and, if applicable, a formal hearing before an independent hearing officer. Management will provide CHA with copies of correspondence with the applicant in connection with the filing of a grievance by a rejected applicant and with a Notice for Formal Grievance, attached to and made part of the Procedures.

XII. SPECIAL OCCUPANCY CATEGORIES

All applicants given preference within a Special Occupancy Category must meet the eligibility and selection criteria outlined in Sections (VII) through (IX) of this plan. Applicants will be interviewed and processed as authorized in Sections (V) through (X), with exceptions as follows:

A. Persons with Disabilities

An applicant with disabilities will be given priority for accessible units if an accessible unit is requested and documentation of need is received. Unless an applicant requests placement in an accessible unit, Management will not inquire whether an applicant or a member of an applicant's household has a disability or inquire as to the nature or severity of the disability of such persons. If the applicant deems that the accessible unit is not appropriate for the household's needs, the applicant's name will return to its place on the Interested Person's List or Waiting List, as applicable.

XIII. AMENDING THE TENANT SELECTION PLAN

Management may amend this Tenant Selection Plan only with prior written approval of the CHA, which approval shall not be unreasonably withheld or delayed.

XIV. CERTIFICATION

By signing this Tenant Selection Plan, Management certifies that the contents of this plan will be followed as written in all material respects and that no other Tenant Selection Plan has been executed for the Development at this time or will be executed for the Development at this time, or subject to Section XIII, will be executed in the future without written approval from the CHA.

Submitted:

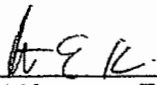
Owner:

Park Boulevard 1B, L.P., an Illinois limited partnership

By: Park Boulevard 1B, LLC,
an Illinois limited liability company, its General Partner

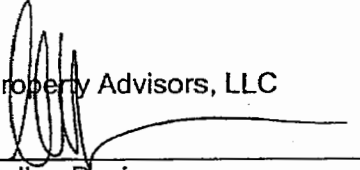
By: NRP Stateway, LLC,
an Illinois limited liability company, Its Manager

By: Davis Associates Managers LLC,
a Delaware limited liability company, its Manager

By: 
Robert Koerner, Executive Vice President

UPA:

Urban Property Advisors, LLC

By: 
Name: Cullen Davis
Its: President

**EXHIBITS TO
TENANT SELECTION PLAN**

Exhibit A: Rejection Letter

Exhibit B: Grievance Procedure

REJECTION LETTER

Date: _____

Application No. _____

NOTICE OF APPLICATION REJECTION

Dear Applicant(s):

In order to be approved for admission, applicants must meet eligibility requirements of both the Low-Income Housing Tax Credit (LIHTC) program and the selection criteria of _____ Based on the information which you have supplied and/or which we have verified for you, we regret to inform you that we cannot approve your application for the following reason(s):

_____ Annual income exceeds the applicable LIHTC income limit

_____ Insufficient income available to pay rent and utilities at and pay other living expenses and/or obligations

_____ Unacceptable rent or mortgage payment history and/or negative landlord response

_____ Unacceptable credit record

_____ Other: _____

Comments: _____

If you do not agree with this determination, you may wish to respond IN WRITING within fourteen (14) days from the date of this letter to request a meeting with management to submit additional information which may have a bearing on this decision.

Sincerely,

cc: Applicant file

PARK BOULEVARD MANAGEMENT DOCUMENTS

**PARK BOULEVARD PHASE 1B
Resident's Grievance Procedure**

This grievance procedure was adopted by the Chicago Housing Authority ("CHA") in accordance with 24 CFR 966.50 et seq. of HUD regulations, and is adopted by the Park Boulevard 1B, L.P. ("Owner") with some minor changes tailored to mixed finance developments, and will be applicable to all tenants of public housing units in Park Boulevard PHASE 1B ("Residents"). The procedure will be implemented by the Owner through its management agent for the rental units comprising Park Boulevard PHASE 1B, Urban Property Advisors, LLC ("Agent"). The Owner reserves the right to amend the grievance procedures from time to time after proper notice and a comment period.

I. Applicability

The procedures concerning the rights and obligations of Residents¹ and the Owner and Agent with respect to grievances outlined herein and made part of the form of Lease between the Owner and Residents ("Lease"). The procedures are applicable to all Residents.

II. Grievance – Definition

A grievance is any dispute that:

- a) Adversely affects a Resident's rights, duties, welfare or status; and
- b) Results from Owner and/or Agent action or failure to act in accordance with the Lease, CHA Leaseholder Housing Choice and Relocation Rights Contract, or Owner and/or Agent's policies and procedures that adversely affect the individual Resident's rights, duties, welfare or status.

Grievance shall include, but is not limited to, disputes involving examination of income to determine rent and eligibility; inspection of the dwelling unit to determine its condition; the imposition of the Lease provisions to protect the Owner's property; the procedures and grounds used to collect rent or evict families for non-payment of rent; the procedures and grounds used to transfer or relocate families within or between housing developments; the assessment of charges for damages; and termination of tenancy because of non-compliance with the terms of the Lease.

This grievance procedure shall not be available to any Resident who has a grievance concerning a termination of tenancy or eviction that involves:

- a) Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other Residents, employees of the Owner and/or Agent, or persons in the immediate vicinity;
- b) Any violent or drug-related criminal activity on or off such premises; or
- c) Any activity resulting in a felony conviction.

The Secretary of the U.S. Department of Housing and Urban Development (HUD) has made a determination that courts within the state of Illinois provide due process and therefore Owner and/or Agent may terminate a Lease using the procedure under the Illinois Landlord-Tenant law for the above actions without offering Resident a grievance hearing.

¹Resident shall mean the adult person (or persons), other than a live-in aide or foster adult who 1) resides in the dwelling unit and who executed a lease with the Owner (including the public housing unit under) as "lessee", or if no such person now resides in the unit, or 2) resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

The grievance procedures shall not apply to disputes between Residents or groups of Residents, where Owner and/or Agent is not involved or class grievances against the CHA. Nor will grievance procedures be used as a forum by groups of Residents for initiating or negotiating policy changes with Owner, Agent, CHA or CHA's Board of Commissioners.

For Residents covered by the CHA Leaseholder Housing Choice and Relocation Rights Contract (Contract), determinations of lease compliance with respect to satisfaction of property specific screening and continued occupancy requirements are subject to the grievance procedures as referenced in Section 11b of the Contract. Hearing Officers for such grievance will be independent parties jointly agreed to by the Central Advisory Council ("CAC"), the CHA and the Owner or Agent.

III. New Residents

At the time of leasing, the Owner or Agent will furnish each new Resident with a copy of the grievance procedures together with exhibits attached thereto, including the Notice of Grievance Rights – GP1. Residents transferring between CHA developments shall not be considered new Residents.

IV. Reasonable Accommodations

The Owner or Agent shall provide reasonable accommodations for Residents with disabilities to participate in both informal and formal grievance hearings. Reasonable accommodations to persons with disabilities may include that meetings be held in an accessible location, that all materials and notices are made accessible, including, if necessary, qualified sign language interpreters, readers or attendants, and that a Resident can make a hearing request orally and have a representative, advocate or the Agent complete the relevant paperwork. If the Resident is visually impaired, any notice to the Resident required under this procedure will be in an accessible format.

Notice of Adverse Action

The Owner or Agent will notify the Resident in writing of the specific grounds for any proposed adverse action. The notice shall be personally served or sent via certified or registered first-class mail, return-receipt requested. In cases where the Owner or Agent is required to afford the Resident the opportunity for a grievance hearing, the notice of proposed adverse action will inform the Resident of the right to request such hearing and the time period within which a hearing may be requested.

VI. Adverse Action and Grievance Procedures

In the case of a proposed adverse action other than a proposed Lease termination, the Owner or Agent shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, and if a hearing was timely requested by the Resident, no action shall be taken until the grievance process has been completed. When Owner or Agent is required to afford the Resident the opportunity for a hearing under these procedures for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under state or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

VII. Informal Hearing

1. Residents shall file their grievance either orally or in writing with the Management Office. The management office shall provide the Resident with a Resident Receipt for Informal Hearing Request – GP2. Residents shall file their grievance within the following times:

A. Grievances Involving Eviction Action

- (i) within fourteen (14) days of the receipt of the termination notice by the Resident in the case of rent disputes; and

(ii) within thirty (30) days of the receipt of the termination notice by the Resident for all other eviction cases (E.g. repeated violations of the pet policy; violations of any house rules; repeated violations of housekeeping practices); provided, any activity that threatens the health, safety or right of peaceful enjoyment of the premises by other Residents, Owner's employees, or persons in the immediate vicinity, any drug-related criminal activity on or off the premises, or any activity resulting in a felony conviction shall be excluded from the Grievance Procedures.

B. Non-Eviction Grievances:

Residents shall file a request for an informal hearing not later than thirty (30) days from the (i) receipt of any written notice of adverse action from Owner or Agent; (ii) date of any adverse action taken by Owner or Agent; and (iii) date the Resident put the Management Office on notice, orally or in writing, of any claim or problem created by the Owner's or Agent's action or failure to act. The Resident must put the management office on notice of the claim or problem within thirty (30) days from the time the Resident first knew or should have known the problem existed.

C. On the bottom of every Notice of Termination of Tenancy and at the bottom of notices required by the CHA Leaseholder Housing Choice and Relocation Rights Contract, the Resident shall be notified that he/she has a right to request a grievance either orally or in writing within the applicable number of days from receipt of the Notice.

D. The Resident shall be given a receipt indicating that a request for an informal hearing was made and the date of the request. Resident Receipt for Informal Hearing Request – GP2. A copy of the receipt shall be placed in the Resident's file. The Agent shall forward one copy to each of the Asset Management Department, General Counsel, and, if applicable, the Relocation Department of CHA.

E. The Property Manager will hold an informal hearing within fifteen (15) days of receiving a Resident's request for the hearing. The Resident has the right to be represented by counsel or by other persons chosen as the Resident's representative and to have such person make statements on the Resident's behalf.

F. Within five (5) business days of the informal hearing, management will send a copy of the disposition of the informal hearing to the Resident and to the Owner and/or Agent on the GP3 Form described above. A copy of the disposition of the informal hearing shall also be sent to the CHA's Legal Department and CHA's Asset Management Department, and a copy will be placed in the Resident's file.

G. The Formal Hearing Request Form - GP4 and the Resident Receipt for Informal Hearing – GP2 will be mailed or delivered to the Resident along with a copy of the disposition of the informal hearing. This form shall contain the procedures by which a formal hearing may be obtained. The result of any informal hearing shall be recorded on the Resident's Grievance Hearing Proceedings Form – GP3.

VIII. Show Good Cause

As a condition precedent to a Resident's request for a Formal Hearing, the Resident must have requested an informal hearing either orally or in writing. However, if the Resident can show good cause why he/she failed to proceed with the requirements of section 966.54, then he/she will be allowed to proceed to a Formal Hearing, and the requirements of the above subsection will be waived. (See 24 CFR 966.54) A member of the CHA's Office of General Counsel shall determine whether good cause exists to proceed to a Formal Hearing.

Formal Hearing

1. Within fifteen (15) days of receiving a copy of the disposition of the informal hearing, the Resident shall submit a written request for a formal hearing. The City of Chicago's Department of Administrative Hearings' hearing officers shall conduct all formal hearings.
2. The Resident may use the Formal Hearing Request Form - GP4 supplied by Owner and/or Agent, to request this hearing. The form shall be mailed or delivered to the CHA Legal Department who will then forward a copy to the City of Chicago's Department of Administrative Hearings, the Property Manager and the property's legal representative. CHA's Legal Department shall also forward to the Department of Administrative Hearings a copy of the completed Resident's Grievance Hearing Proceedings Form - GP3 and a Grievance Petition to the Chicago Department of Administrative Hearings that identifies the dispute, the basis for the Agent's action or failure to act, and the requested relief. The Resident shall send one copy to CHA's Asset Management Department, which will forward a copy to Agent.
3. A Formal Hearing shall be held within thirty-seven (37) days of the City of Chicago's Department of Administrative Hearings' receipt of the Formal Hearing Request Form - GP4 and Grievance Petition. If the Resident fails to request a hearing within the fifteen (15) calendar days, the proposed disposition of the Property Manager (or Asset Manager, if applicable) becomes final. However, failure by the Resident to request a hearing shall not constitute a waiver of the Resident's right to contest CHA's or Agent's action in disposing of the grievance in court.

X. Selection of Hearing Officers

The City of Chicago's Department of Administrative Hearings will maintain a pool of qualified Hearing Officers. Candidates for Hearing Officer shall be reviewed with the CAC before Hearing Officers are appointed by the CHA. Any comments or recommendations by the CAC shall be considered by the CHA before the appointment. For each formal hearing, the Chicago Department of Administrative Hearings will assign a hearing officer from the group of jointly agreed upon candidates. The Hearing Officer appointees shall be fair, unbiased, and follow the law, regulations and procedures of the Owner and/or Agent. The Hearing Officer shall be a person other than a person who made or approved the Owner and/or Agent action under review or a subordinate of such person.

XI. Witnesses

All witnesses shall be sworn in by the Hearing Officer. All parties, including the Hearing Officer, may question any witness.

XII. Recordings of Hearings

A video- or audio-tape or written recording shall be made of the grievance hearings. The Department of Administrative Hearings shall be responsible for securing a tape recorder or stenographer prior to the hearing. Recordings of hearings shall be retained by the Department of Administrative Hearings for six (6) months from the date of the hearing.

Any interested party may arrange for a copy of the formal hearing record in advance of or following the hearing, at the party's own expense.

XIII. Procedures Governing Formal Hearings

- A. The following rules shall be observed in conducting a hearing. The Resident shall be afforded a fair hearing which shall include:

1. Prior written notification of the date, time and location and description of the hearing procedures, as well as the consequences for failure to appear, afforded the Resident, CHA and the Agent. Notice shall be mailed to the Resident by the Department of Administrative Hearings no later than 14 calendar days before the hearing date;
 2. The opportunity before the hearing to examine the (Resident's) file and take notes before the hearing, and at the expense of the Resident, to copy all documents, records and regulations of Owner and/or Agent that are relevant to the hearing. Requests for copies of documents, records and CHA regulations shall be submitted in writing by the Resident or by Resident's counsel to the Agent and CHA. Owner and/or Agent shall have no more than five (5) calendar days to produce the documents to the Resident. In the event the Resident or the Resident's counsel requests copies within 5 days of the hearing, copies of documents shall be made available no later than one hour before the hearing is scheduled to begin. The Resident or Resident's counsel shall be responsible for paying the cost of copies (not to exceed 10 cents per page) at the time the Resident receives the copies from the Property Manager. Any document requested by or on behalf of the Resident in the possession of the CHA, Owner and/or Agent which is not made available after request by the Resident, may not be relied on by Owner and/or Agent at a grievance hearing;
 3. The right to be represented by counsel or other persons chosen as the Resident's representative and to have such person make statements on the Resident's behalf;
 4. The right to a private hearing unless the Resident requests a public hearing;
 5. The right to present evidence and argument in support of the Resident's grievance, to controvert evidence relied on by the CHA or Agent, and to confront and cross-examine all witnesses upon whose testimony or information the CHA or Agent relies; and;
 6. A decision based solely and exclusively upon the facts presented at the hearing.
- B. The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.
- C. The hearing shall be conducted *de novo* in accordance with this Grievance Procedure and with Chapter 2-14 of the Municipal Code and the Department of Administrative Hearings' Procedural Rules and Regulations, to the extent they are applicable and not inconsistent. Evidence pertinent to the facts and issues raised by the Resident may be received without regard to admissibility under rules of evidence or civil procedure applicable to judicial proceedings. The Resident shall have the right to cross-examine witnesses.
- D. The Hearing Officer shall require Owner and/or Agent, the Resident, counsel and other participants to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party.
- E. At the hearing, the Resident must first make a showing that he/she is entitled to relief, then CHA, Owner and/or Agent must sustain the burden of justifying its action or failure to act with respect to the issues underlying the grievance request. The Hearing Officer's decision shall be based upon the preponderance of evidence. The Hearing Officer shall make a determination on the basis of admissible evidence, testimony and arguments presented at the hearing. The Hearing Officer has no authority to impose, fines, costs, sanctions or other penalties.

- F. The Resident may arrange, in advance of, or following the hearing, and at the expense of the Resident, a copy of the record of the hearing. Any interested party may purchase a copy of any transcript or record of the hearing at his/her own expense.
- G. If the Resident, the CHA, Owner or the Agent fails to appear at the scheduled formal hearing, the Hearing Officer may make a determination that the party failing to appear has waived its right to participate in a formal grievance hearing; find that party in default; proceed with the formal hearing; accept evidence relevant to the grievance; and conclude the grievance hearing with findings and a written disposition. A copy of the order of default shall be served upon the defaulting party by first-class mail or personal service.
 - 1. The defaulting party shall have twenty-one (21) days from the date the default is entered to petition the Hearing Officer to set aside the order of default upon a showing of good cause for the party's failure to appear.
 - 2. A determination that the Resident has waived his or her right to a formal hearing shall not constitute a waiver of any right the Resident may have to contest the Hearing Officer's disposition of the grievance.

XIV. Grievance Hearing Decision

- A. The Hearing Officer shall prepare a written summary of the hearing on the Resident's Formal Grievance Hearing Decision Form – DOAH Order. The notification of disposition shall be sent via first class mail or personal service to the Resident and/or his or her representative, CHA, Owner and Agent within five (5) business days of the hearing, unless additional time is needed due to the complexity of the case. If so, the Hearing Officer shall notify Resident of the revised time line in writing within five (5) business days of the hearing.
- B. Owner and/or Agent shall keep a copy of the Hearing Officer's summary, on Resident's Formal Grievance Hearing Decision Form – DOAH Order, with all names and identifying references deleted, and it shall be made available for inspection by a prospective complainant, his/her representative or hearing officers.
- C. The decision of the Hearing Officer shall be binding on CHA, the Owner and Agent, which shall take all action, or refrain from any actions necessary to carry out the decision, unless CHA's Board of Commissioners determines, within 30 calendar days, and gives written notice to the Resident, his/her representative, and to the Hearing Officer that:
 - (i) The Board of Commissioners believes that the grievance does not concern CHA's, Owner's or Agent's action or failure to act in accordance with the Lease or regulations which adversely affect the complainant's rights, duties, welfare or status; or
 - (ii) The Board of Commissioners believes that the decision of the hearing Officer is contrary to applicable federal, state or local law, HUD regulations or requirements of the annual contributions contract (ACC) between HUD and CHA.
- D. The decision by the Hearing Officer or Board of Commissioners in favor of CHA, Owner and/or Agent, or which denies the relief requested by the Resident in whole or in part shall be final. However, such decision shall not constitute a waiver of nor affect any rights the Resident may have to a trial *de novo* in a court of law regarding the same matter brought up in the grievance.

Account No.

NOTICE OF RIGHT TO RESIDENT'S GRIEVANCE

I have been advised of my right to an Informal Hearing with the Property Manager in case of a grievance with respect to CHA, Owner or Agent action or failure to act in accordance with the Lease, the Relocation Rights Contract, or CHA policies, which may adversely affect my rights, duties, welfare, or status.

I have also been advised that if I am not satisfied with the proposed informal disposition of my grievance, I have a right to a Formal Hearing with a Hearing Officer under the "Residents' Grievance Procedures".

I will have the right to appear at the Formal Hearing and speak on my own behalf, to bring witnesses and documents as I desire, to cross-examine CHA, Owner and Agent witnesses and be represented by counsel or other representatives of my choice, at my expense. I have the right before the hearing to examine and copy, at my expense, any CHA, Owner or Agent documents, records, and/or regulations that are directly relevant to the hearing.

I understand that I am responsible for the cost of any photocopying requested.

(Print Name)

(Resident's Signature)

(Date)

[new CHA-approved forms to be added]

GP2 - Resident Receipt for Informal Hearing Request

GP3 – Resident's Grievance Hearing Proceeding Form

GP4 – Formal Hearing Request Form

DOAH Order – Resident's Formal Grievance Hearing Decision

DOHA Petition – Grievance Petition to the Chicago Department of Administrative Hearings

chicago-#61040-v1-Park_Boulevard_1B_Grievance_Procedure DOC

PARK BOULEVARD PHASE 1B MANAGEMENT DOCUMENTS

LEASE AGREEMENT
(ACC Units only)

1. PARTIES AND DWELLING UNIT:

The parties to this Lease Agreement ("Lease Agreement") are Park Boulevard 1B, L.P. (referred to as the "Landlord"), _____ and _____, (referred to, individually or together, as the "Tenant"). The Landlord leases to the Tenant unit number _____, located at _____ in the housing community known as Park Boulevard PHASE 1B (the "Unit")

All notices and other communications required under this Lease Agreement shall be made to the Landlord, c/o Urban Property Advisors LLC (the "Management Agent"), at the Management Office at _____ or to such other address as Landlord may provide in writing.

The members of the household listed below are the only persons permitted to reside in the Unit. Natural born and adopted children and court-awarded custody children will automatically be added to the Lease upon notification. This provision is not intended to exclude the care of foster children, live-in aide of the Tenant or any other person(s) in Tenant's household provided the accommodation of such person(s) conforms to the Landlord's occupancy standards and the Landlord has granted prior written approval for such person(s) to reside in the unit.

Names	Relationship	Sex	Date of Birth	Social Security Number

Tenant shall immediately notify the Landlord, in writing, whenever any member of the household authorized to reside in the Unit is no longer residing in the Unit. Failure to immediately notify the Landlord, in writing, will result in the Tenant being held liable for all actions of such person and any violation of this Lease Agreement by such person may be grounds for termination of tenancy and eviction from the Unit.

Additional provisions of this Lease Agreement are set forth in Rider A attached hereto and made a part hereof ("Rider A"), which shall supersede any provisions of the main text of this Lease Agreement that are inconsistent with Rider A.

2. **TERM:**

The initial term of this Lease Agreement shall begin on _____ and end on midnight of the later of _____ or one full year after the commencement date.. After the initial term ends, the Lease Agreement will be automatically renewed on an annual basis unless terminated as permitted by Paragraph 18 of this Lease Agreement and Rider A.

3. **RENT:**

- a. The Tenant agrees to pay \$_____ for the partial month ending on _____. For the remainder of the initial term, Tenant agrees to pay a rent of \$_____ per month. This amount is due on the 1st day of the month to the Landlord, in care of the Management Agent, or at such other mailing address as the Landlord may provide. Payments made as rent will be applied to any outstanding balance, which may include rent, utilities, maintenance, or any other balance owed..
- b. Tenant's rent shall be lower than the market (unsubsidized) rent which would otherwise be due on the Unit. This lower rent is available because the property is operated pursuant to the rules and regulations of the Federal Low Income Housing Tax Credit Program ("LIHTC Program") in accordance with Section 42 of the Internal Revenue Code of 1986, as amended ("the Code"), and as enforced by the Illinois State agency responsible for monitoring such program (the "State Agency"). Notwithstanding any provisions of this Lease Agreement, Tenant agrees (in consideration of such lower rent) that the property shall be operated at all times in strict compliance with Section 42 of the Code, regulations thereunder, and any regulatory agreement, restrictive covenant, or other agreement with the State Agency (collectively, "Section 42 Requirements")
- c. Tenant's rent shall also be reduced as a result of assistance provided through a local public housing agency. If the Tenant's rent is reduced or regulated as a result of one or more public programs, provisions which are required by those programs or by the agencies administering those programs are referred to in this Lease as "Public Requirements" and are applicable even if not specifically set forth. Provisions particular to assistance through a public housing agency are set forth in Rider A. If there is any conflict between the terms of this Lease Agreement and Rider A, then the terms of Rider A shall govern

4 **CHANGES IN THE TENANT'S RENT:**

Unless stated otherwise in Rider A, as applicable, the Tenant agrees that the amount of rent the Tenant pays may be changed:

- a. At any time, to adjust for changes in the utility allowance as required by the LIHTC Program; or
- b. After the initial term of this Lease Agreement, no more frequently than annually, as the Management Agent may determine, but in no event to exceed the maximum rent permitted for the Unit under the rules applicable to the LIHTC Program, while such LIHTC Program applies. Upon the expiration of the period of compliance with requirements of the LIHTC Program, as described in the Section 42 Requirements, and if Tenant is not receiving a Federal Section 8 subsidy, Landlord will not increase the rent to Tenant above the maximum rent permitted by the Section 42 Requirements during said period of compliance unless the Landlord shall first have complied with all applicable Section 42 Requirements and shall have provided Tenant with a written notice at least six months before such rent increase. in a form acceptable to the State Agency.

In either case described in subsections a and b above, the Management Agent will give the Tenant at least 30 days advance written notice of any change in the rent.

5 **CHARGES FOR LATE PAYMENTS, RETURNED CHECKS AND COURT AWARDS:**

If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a late fee of \$10.00 on the 6th day of the month. The Landlord may collect a fee of \$30 any time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant. The Landlord may be entitled to court costs and reasonable attorneys' fees for actions taken to pursue remedies under this lease or the City of Chicago Residential Landlord and Tenant Ordinance ("Landlord and Tenant Ordinance"), but only to the extent allowed in sections 5-12-180 and 5-12-140(f) of the Landlord and Tenant Ordinance. See Rider A, if applicable, for provisions relating to ACC-Assisted Units.

6. **CONDITION OF DWELLING UNIT AT MOVE-IN:**

By signing this Lease Agreement, the Tenant acknowledges that Tenant has inspected the Unit and it is clean and in good condition. The Tenant agrees that all appliances and equipment in the Unit are in good working order, except as described on the pre-occupancy Unit Inspection Report, which is Attachment No. 2 to this Lease Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair, or improve the Unit except as listed on the pre-occupancy Unit Inspection Report.

7. **CHARGES FOR UTILITIES AND SERVICES:**

The following charts describe how the cost of utilities and services related to occupancy of the Unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

- a. The Tenant must pay for the utilities checked in column (1). Payments should be made directly to the appropriate utility company. The Tenant shall ensure that utility services remain on in the Unit while Tenant retains occupancy. The items in column (2) are included in the Tenant's rent. Tenant shall take reasonable measures toward energy conservation in his/her use of utilities.

(1)			(2)
Put "X" by any Utility Tenant Pays Directly	Utility or Service	Type	Put an "X" by any Utility included in Tenant Rent
X	Heat	gas	
X	Air Conditioning	electric	
X	Lights & Electric	electric	
X	Cooking	gas	
	Water		X
	Sewer		X

(1)

X

Cable TV

X

Alarm Monitoring

(2)

8. **SECURITY DEPOSITS:**

The Tenant has deposited \$_____ with the Landlord, provided such amount shall not exceed the Tenant's monthly rent for the Unit. The Landlord will hold this security deposit in accordance with State and local laws and ordinances for the period the Tenant occupies the Unit. After the Tenant has moved from the Unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures, subject to State and local laws and ordinances:

- a. The Tenant will be eligible for refund of the security deposit and such refund shall be made in accordance with the terms of Section 5-12-080(d) of the Landlord and Tenant Ordinance and other applicable law.
- b. After the Tenant has moved from the Unit, the Landlord will inspect the Unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
- c. Within 45 days after the date that the Tenant vacates the Unit, the Landlord will refund to the Tenant the amount of the security deposit plus interest, less any amount needed to pay the cost of unpaid rent and damages, provided the Landlord delivers or mails to the last known address of the Tenant, within 30 days after the Tenant vacates the Unit, an itemized statement of the damages allegedly caused to the Unit and the estimated or actual cost for repairing or replacing each item on that statement. If an estimated cost is given to the Tenant, then the Landlord also shall furnish the Tenant with copies of paid receipts or a certification of actual costs of repairs of damage. Such deductions may include the following, in accordance with the Landlord and Tenant Ordinance:
 - (1) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report prepared prior to initial occupancy; and
 - (2) reasonable charges for the replacement of unreturned and/or lost keys and to change any locks as a result of unreturned and/or lost keys, as described in Paragraph 9 hereof.
- d. The Landlord agrees to refund the amount computed in paragraph 8(c) within 45 days after the Tenant has permanently moved out of the Unit and returned possession of the Unit to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- e. The Landlord may pay the refund the security deposit to either the Leaseholder or the Co-Leaseholder.
- f. The Tenant understands that the Landlord will not apply the Security Deposit to any amounts due to Landlord from Tenant in advance of the Tenant's moving out of the Unit.

- g. In the event the Chicago Housing Authority pays the Tenant's Security Deposit, as provided in Rider A, any rights set forth in this Section pertaining to such security deposit shall benefit the Chicago Housing Authority.

9. KEYS AND LOCKS.

- a. The Tenant agrees not to install additional or different locks or gates on any doors or windows of the Unit without the written permission of the Landlord and the condominium association. If the Landlord and the condominium association approves the Tenant's request to install such locks, the Tenant agrees to provide the condominium association with a key for each lock. When this Lease Agreement ends, the Tenant agrees to return all keys to the dwelling Unit to the condominium association. The condominium association may charge the Tenant for each key not returned at termination of this Lease Agreement, and for the replacement of lost keys while the Tenant occupies the Unit, in accordance with a Schedule of Charges posted in the Management Office.
- b. Tenants and members of Tenants' household acknowledge that neither Landlord nor Management Agent has made any representations, written or oral, concerning the safety of the Tenants and other members of Tenants' household or their guests or invitees, the safety of the surrounding neighborhood, or the effectiveness or operability of any security devices or security measures other than security devices required to be provided by law. Nor has the Landlord or Management Agent undertaken to provide any type of security to the Tenants or members of Tenants' household, or to their guests or visitors, other than those security devices required by the terms of the Chicago Municipal Code.
- c. Tenants and other members of Tenants' household acknowledge that neither Landlord nor Management Agent warrants or guarantees the safety or security of Tenants, members of Tenants' household, or their guests or visitors, against the criminal or wrongful acts of third parties. Each Tenant, member of Tenants' household, guest or visitor is responsible for protecting his or her own person and property.
- d. Tenants or members of Tenants' household acknowledge that security devices or measures beyond those which may be legally required to be maintained by Landlord may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenants and members of Tenants' household acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these measures or devices did not exist.

10. DEFECTS & HAZARDS TO LIFE, HEALTH OR SAFETY:

- a. The Tenant shall immediately report damages, defects, and hazardous conditions in the Unit to the Landlord.
- b. The Landlord shall be responsible for repair of the Unit within a reasonable time, provided, that if the damage was caused by the Tenant, Tenant's household or guests, the cost of the repairs shall be charged to the Tenant.
- c. The Landlord shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
- d. Wherever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, or any failure or refusal to fulfill the Tenant's Obligations set forth in Paragraph 14 of this Lease Agreement, the Tenant agrees to pay the cost of all repairs, at the rates contained

in a Schedule of Charges which is posted in the Management Office and incorporated herein by reference, which Schedule of Charges may be changed from time to time

11 RESTRICTION AND ALTERATIONS:

The Tenant agrees not to do any of the following without first obtaining the Landlord's written permission:

- a. change or remove any part of the appliances, fixtures or equipment in the Unit;
- b. paint or install wallpaper or contact paper in the Unit;
- c. attach awnings or window guards in the Unit;
- d. attach or place any fixtures, signs, or fences on the building, the common areas, or the project grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the Unit;
- f. install washers, dryers, dishwashers, fans, heaters, or air conditioners inside or outside the Unit or balcony; or
- g. place any aerials, antennas, or other electrical connections on the Unit.

12. OCCUPANCY:

The Tenant shall have the right to exclusive use and occupancy of the leased premises. "Guest" means any person not listed on this Lease Agreement as a member of Tenant's household who temporarily visits the Unit or premises with the consent of a household member. If any single Guest visit will extend beyond 5 days or any multiple Guest visit will extend beyond 48 hours, the Tenant must notify the Landlord in writing, stating the reasons for the extended visit, which must first be authorized in writing by the Landlord. The Landlord will not unreasonably deny approval of an extension of a visit.

13. OBLIGATIONS OF LANDLORD:

Landlord shall be obligated, other than for circumstances beyond its control (to the extent permitted by applicable law), as follows:

- a. To maintain the premises and the project in decent, safe and sanitary condition.
- b. To comply with requirements of applicable building codes, housing codes, regulations of the U.S. Department of Housing and Urban Development ("HUD") regulations, and state local laws and ordinances materially affecting health and safety
- c. To make necessary repairs to the premises.

Landlord and the condominium associations shall be obligated, other than for circumstances beyond their control (to the extent permitted by applicable law), as follows:

- a. To keep project buildings, facilities and common areas not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.

- b. To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators and smoke detectors. supplied or required to be supplied by the Landlord
- c. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant household) for the deposit by Tenant of garbage, rubbish and other waste
- d. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- e. To provide extermination services as necessary.
- f. To maintain grounds, shrubbery, sidewalks, parking areas, laundry areas and other common exterior areas in the community in a clean, orderly and safe condition.
- g. To maintain exterior lighting in good working order.
- h. To make necessary repairs to the premises with reasonable promptness

14. **OBLIGATIONS OF THE TENANT:**

Tenant shall be obligated as follows, and shall ensure that Tenant's household members, visitors and guests obey the following:

- a. Not to assign the Lease Agreement or to sublease or transfer possession of the Unit.
- b. Not to provide accommodations for boarders or lodgers
- c. To use the Unit solely as a private dwelling for Tenant and Tenant's household as identified in the Lease Agreement, and not to use or permit its use for any other purposes. With the written consent of the Landlord, obtained in advance, members of the household may engage in legal business and other activities in the dwelling Unit, where the Landlord determines that such activities are incidental to primary use of the leased Unit as a residence by members of the household.
- d. To abide by the House Rules attached hereto as Attachment No. 3 ("House Rules") and other regulations, including the policy related to pets set forth in the House Rules, issued by the Landlord for the benefit and well-being of the development and the tenants. Said regulations shall be posted by Landlord in the Management Office and are incorporated by reference in this Lease Agreement, and shall apply to all residents of development of which the Unit is a part.
- e. To comply with all obligations imposed upon tenants by applicable provisions of state law and of building and housing codes materially affecting health and safety.
- f. To keep the Unit, adjacent grounds and other such areas as may be assigned to Tenant's exclusive use in a clean, orderly and safe condition (but not to make repairs, alterations or redecoration without the Landlord's written consent)

- g. To provide reasonable care (including changing batteries) of smoke detectors to assure they are in working order; provided, Tenants who are unable to perform such tasks due to age and/or disability shall not be required to do so.
- h. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
- i. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other devices and appurtenances including elevators.
- j. To refrain from destroying, defacing, damaging or removing any part of the premises or project.
- k. To conduct himself/herself and cause other persons who are on the premises with his/her consent (whether or not such persons' presence on the premises is then known by the Tenant or the Tenant is aware of the conduct of such persons) to conduct themselves in a manner which is legal, orderly and which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.
- l. To provide that the Tenant or any member of the Tenant's household, or any guest or other person under Tenant's control, shall not engage in criminal activity, including, but not limited to, drug-related criminal activity, on or off the 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) and shall not display, use, or possess firearms (operable or inoperable) or other weapons as defined by the laws of the State, in the Unit or on the premises, provided that Landlord may alter these requirements related to firearms in its sole discretion.
- m. To keep no dogs, cats or other animals or pets in or on the premises except with the written consent of Landlord, which will be given in accordance with Landlord's policy related to pets set forth in the House Rules referenced above and state and federal law, and to comply with all of Landlord's rules concerning the keeping of any approved pet.
- n. To pay Landlord's established charges, which shall be reasonable charges, for the repair of damages to the premises, project buildings, facilities or common areas (other than for normal wear and tear) that are caused by Tenant, Tenant's household or guests, or by Tenant's failure to report needed repairs to Tenant's Unit
- o. To permit the Landlord, pursuant to the provisions of Paragraph 17, to enter the premises for the purpose of performing periodic inventories and inspections, routine maintenance, making improvements or repairs, or showing the premises for re-leasing.
- p. To promptly report to the Landlord any needed repairs to the leased Unit and the premises and any unsafe conditions in the common areas and grounds which may lead to damage or injury.
- q. To refrain from placing fixtures, signs or fences in or about the premises without prior revocable permission of the Landlord in writing.
- r. To notify the Landlord of any temporary absence from the Unit which exceeds 14 consecutive days.
- s. To leave the Unit, upon vacating the premises, in a clean and safe condition (normal wear and tear excepted) and to return the keys to the Landlord. Any property left by the Tenant in or about the premises after he/she vacates will be considered as abandoned and may be disposed of as allowed

by sections 5-12-130 (e) and (f) of the Landlord and Tenant Ordinance and in compliance with State law

- t To use any parking space solely for automobile storage and other private residential purposes, and to keep the parking space in a clean, orderly and safe condition. No automobile repair is permitted on the premises of which the Unit is a part. Landlord assumes no responsibility for damage to or theft of any automobile stored or located by Tenant on the premises.
- u To comply on a continuing basis, as determined in Landlord's discretion, with the Screening Criteria ("Screening Criteria") defined and set forth in Sections IX.B, IX.C 4, IX.C 5, IX.C 6, IX.C 7, IX.E, IX.F, IX.G and IX.H of the Tenant Selection Plan for Park Boulevard PHASE 1B dated _____, 2005 ("TSP"), a copy of which TSP has been provided to Tenant.

15. RULES:

The Tenant agrees to obey the House Rules, which are provided as an Attachment to this Lease Agreement. The Tenant agrees to obey additional rules established after the effective date of this Lease Agreement. Such rules will be reasonably related to the safety, care, and cleanliness of the building and safety, comfort and convenience of the tenants, and the Tenant will receive written notice of certain proposed rules at least 30 days before the rule is enforced.

16 CERTIFICATION AND RECERTIFICATION OF INCOME AND FAMILY COMPOSITION

- a. Tenant acknowledges that Tenant's eligibility for the Unit and/or the rent charged has been determined based on Tenant's application, including Tenant's representations about family income and composition. If Tenant has falsely certified to Tenant's income and family composition, such false certification will be deemed a material violation of this Lease Agreement and is grounds for termination of this Lease Agreement and eviction of the Tenant
- b. At least once each year, Landlord will determine whether the Tenant is eligible for continued occupancy under rent limitations applicable to the LIHTC Program, all in accordance with policies which are consistent with the Public Requirements and which are available at the Management Office.
- c. Regularly Scheduled Recertifications: Each year, approximately 90 days before the anniversary date of this Lease Agreement, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by the Public Requirements for the purpose of determining the Tenant's rent and eligibility. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant through third-party written verification and use the verified information to re-compute the amount of the Tenant's rent.
- d. Failure by a Tenant to truthfully supply the recertification information as and when required by this Lease Agreement or as requested by Landlord, or failure to appear in a timely manner for a scheduled rent and income review, will be considered a material violation of the Lease Agreement.
- e. Tenant will advise the Landlord within ten days if Tenant or any household member becomes a full-time student. The LIHTC Program provides for specific qualification restrictions with respect to occupancy by full-time students, a copy of which restrictions will at all reasonable times be made available in the Management Office. Tenant acknowledges that qualification to remain as a

Tenant is at all times dependent upon the household meeting all student status requirements. Should Tenant fail to meet all student status requirements, Tenant agrees to vacate the Unit and premises and otherwise may be subject to eviction.

17. ACCESS BY LANDLORD:

Tenant agrees that, upon reasonable notification (not less than 48 hours except in case of an emergency), (a) the duly authorized agent, employee, or representative of Landlord will be permitted to enter Tenant's Unit during reasonable daytime hours (except in case of an emergency) for the purpose of performing routine inspections and maintenance, including extermination, for making improvements or repairs, or to show the premises for re-leasing; and (b) any representative of the State Agency may inspect the Unit for the purpose of fulfilling its responsibilities under the Code and the requirements of the LIHTC Program. A written statement specifying the purpose of the Landlord entry delivered to the premises at least 48 hours before such entry shall be considered reasonable advance notification. However, Landlord shall have the right to enter Tenant's Unit without prior notice to Tenant, if Landlord reasonably believes that an emergency exists which requires such entrance or if Tenant waives the 48-hour notice for a particular service that Tenant requests. In the event that Tenant and all adult members of his/her household are absent from the premises at the time of entry, Landlord shall leave on the premises a written statement of the date, time and purpose of entry prior to leaving the Unit. Landlord shall not enter Tenant's Unit if no adult member of Tenant's household is present and a member of Tenant's household younger than 18 years of age is present.

After the Tenant has given a notice of intent to terminate this Lease Agreement and relinquish possession of the Unit, the Tenant agrees to permit the Landlord to show the Unit to prospective tenants during reasonable hours on or after the date 60 days prior to the expiration of this Lease, provided the Landlord gives the Tenant not less than 48 hours notice. If the Tenant relinquishes possession of the Unit before this Lease Agreement ends, the Landlord may enter the Unit to decorate, remodel, alter or otherwise prepare the Unit for re-occupancy.

18. TERMINATION OF TENANCY:

- a. To terminate this Lease Agreement, the Tenant must give the Landlord at least 30 days written notice prior to the end of the term. The Tenant shall be liable for rent up to the end of the term or to the date the Unit is re-rented, whichever date comes first, as required by law.
- b. Any termination of this Lease Agreement by the Landlord must be carried out in accordance with Federal, State and local law, and the terms of this Lease Agreement. The Landlord may terminate this Lease Agreement only for:
 - (1) the Tenant's serious or repeated violations of the material terms of this Lease Agreement; or
 - (2) the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act.
- c. The following lease terms shall be considered material but are not an exclusive listing:
 - (1) Obligations of the Tenant identified in Paragraph 14 of this Lease Agreement
 - (2) Nonpayment of rent or other charges due under the Lease Agreement.

- (3) Three or more late payments of rent within any twelve month period.
 - (4) Serious or repeated interference with the rights of other Tenants.
 - (5) Serious or repeated damage to the premises.
 - (6) Alteration, repair, sale, destruction or other disposition of the leased premises or any part thereof.
 - (7) Failure to report a change of income, employment, or identity of household members, or failure to provide any other information required by this Lease Agreement at the time required under this Lease Agreement.
 - (8) Misrepresentation of any material fact, including family income or composition, in the application for housing, or in any statements submitted to the Landlord.
 - (9) Keeping an animal or other pet in or on the premises in violation of Paragraph 14(m).
 - (10) Such change in household size or composition as to render inappropriate the Tenant's continued occupancy of the Unit, subject to any applicable legal requirements as to the public housing units.
 - (11) Serious or repeated violation of any of the rules or regulations applicable to the Tenant's dwelling Unit or the premises as posted and in effect from time to time
 - (12) Any criminal activity engaged in by Tenant, a household member, or a guest or other person under Tenant's control, that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or the Landlord's employees, including any drug-related criminal activity on or off the premises.
- d. The Landlord shall give notice of termination of this Lease Agreement by delivering a written or printed, or partly written and printed, copy thereof to the Tenant, or by leaving the same with a person aged 13 years or older residing on or in possession of the Unit, or by sending a copy of the notice to the Tenant by certified or registered mail, with a returned receipt or, if no one is in actual possession of the Unit, then by posting the notice on the Unit
- e. The notice of Lease Agreement termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish or to discuss the proposed termination with the Landlord.

19. **NOTICE:**

- a. Except as provided in Paragraph 17 and Paragraph 18(d) above, notice to the Tenant shall be in writing and delivered to the Tenant or to an adult member of the tenant's household residing in the dwelling or sent by prepaid first-class mail, properly addressed to the Tenant. If the tenant is visually impaired, all notices must be in an accessible format
- b. Notice to the Landlord shall be in writing, delivered to the Landlord's office or sent by prepaid first-class mail, properly addressed to the Landlord's office
- c. Notices sent by regular first class mail shall be deemed delivered on the Third business day after depositing the same for mailing with the U.S. Postal Service, postage prepaid

20. **REMOVAL OF TENANT'S PERSONAL PROPERTY ON TERMINATION:**

Tenant agrees to remove all furniture and other personal property from the premises immediately upon the termination of this Lease Agreement. Any property left on the premises after Tenant relinquishes possession of the Unit will be deemed abandoned and will be disposed of by Landlord as allowed by Section 5-12-130 of the Landlord and Tenant Ordinance and State law.

21. **ABANDONMENT OF PROPERTY:**

If Tenant is absent from the Unit, and all persons entitled under this Lease Agreement to occupy the Unit have been absent from the Unit for a period of thirty-two (32) days without written notice to the Landlord that any such person intends to occupy the Unit, and rent for such period is unpaid, then Landlord has the right to consider that the Tenant and others entitled to occupy the Unit have abandoned the Unit. In such event, any of Tenant's remaining personal property shall be considered abandoned and disposed of by Landlord as allowed by Section 5-12-130 of the Landlord and Tenant Ordinance and State law.

22. **CUMULATIVE RIGHTS:**

Each and every one of the rights and remedies of Landlord and Tenant are cumulative and the exercise of any right or remedy does not waive its other rights under the Lease Agreement or the law. The failure to exercise any right or remedy under the Lease Agreement or law shall not be a waiver thereof, but may be exercised later.

23. **CHANGES TO DWELLING LEASE AGREEMENT:**

- a. Schedules of Special Charges, House Rules, and other policies and addenda which are incorporated in the Lease Agreement by reference will be publicly posted in a conspicuous manner in the Management Office and shall be furnished to Tenant upon request. Landlord may amend such schedules, rules, policies, etc. at any time, provided that Landlord shall give at least a 30-day written notice to each affected tenant setting forth the proposed policy or addendums and the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by Landlord prior to the adoption of the proposed policy or addendum. A copy of such notice shall be: (i) delivered directly or mailed to each tenant; or (ii) posted in at least three conspicuous places within the building in which the affected dwelling units are located, as well as in a conspicuous place in the Management Office, if any, or if none, in a similar business location within such building.
- b. This Lease Agreement evidences the entire agreement between Landlord and Tenant. No modifications shall be made during the term of this Lease Agreement except in writing and signed by both parties to the Lease Agreement. This Lease Agreement shall not be amended or modified in any way without the prior written consent of the CHA.
- c. The Landlord may amend the form or content of this Lease Agreement in order to reflect changes in the Public Requirements or otherwise, provided that no amendment to this Lease Agreement shall be effective except upon the commencement of a new term, after at least 30 days' written notice to the Tenant which provides the Tenant an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. A copy of such notice shall be: (i) delivered directly or mailed to each tenant; or (ii)

posted in at least three conspicuous places within the building in which the affected dwelling units are located, as well as in a conspicuous place in the Management Office, if any, or if none, in a similar business location within such building. The Landlord may require the Tenant to sign a document agreeing to the amendment and may treat the failure to do so as a material lease violation and grounds for eviction. Regardless of whether the Tenant is asked to or does sign any amendment, Tenant agrees to be bound by any such amendment following the end of the 30-day comment period, or to quit and vacate the Unit.

24. **ACCOMMODATION OF PERSONS WITH DISABILITIES:**

A person with disabilities shall for all purposes under this Lease Agreement be provided reasonable accommodation to the extent necessary to provide the person with an opportunity to use and occupy the Unit in a manner equal to that of a person without disabilities. This paragraph shall constitute notice, as required by 24 CFR sec. 966.7(b), that the Tenant may at any time during the term hereof or any renewal request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

25. **CONTENTS OF THIS AGREEMENT:**

This Lease Agreement and its attachments make up the entire Lease Agreement between the Tenant and the Landlord regarding the Unit. If any Court of competent jurisdiction declares a particular provision of this Lease Agreement to be invalid or illegal, all other terms of this Lease Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them. This Lease Agreement shall be deemed to include all provisions of federal or state law which are required to be included herein and which provide the Tenant with rights or with notice thereof, provided that Landlord in fact provides to Tenant, in a separate notice or document, the notice or rights that are required to be provided. If any conflict exists between this Agreement and Rider A, then the provisions of Rider A shall control.

26. **ATTACHMENTS TO THE AGREEMENT:**

The Tenant certifies that he/she has received a copy of this Lease Agreement and the following attachments to this Lease Agreement and understands that these Attachments are part of this Lease Agreement.

- a. Attachment No. 1 - Form HUD-50058, Certification and Recertification of Resident Eligibility
- b. Attachment No. 2 - Initial Unit Inspection Report
- c. Attachment No. 3 - House Rules
- d. Attachment No. 4 - Chicago Landlord And Tenant Ordinance Summary
- e. Attachment No. 5 - Pet Policy

SIGNED

TENANT

Signature

Date

Signature

Date

LANDLORD:

By:

Date

Rider A to Lease Agreement

The Rider A ("Rider") is attached to and made a part of the Lease Agreement by and between _____ ("Landlord") and _____ ("Tenant") dated _____ ("Lease Agreement"). This Rider shall be applicable to all ACC-Assisted Units in the housing community known as Park Boulevard PHASE 1B. If there is any conflict between this Rider and the Lease Agreement, then the terms of this Rider shall govern. In addition, any capitalized term in this Rider not otherwise defined herein, but defined in the Lease Agreement, shall have the meaning given to such term in the Lease Agreement.

1. **LEASE TERM AND RENEWALS.** The Lease Agreement shall be automatically renewed for successive terms of one year, unless:

- a. Tenant has given Landlord 30 days written notice that Tenant does not wish to renew the Lease and vacates the Unit before the end of the term;
- b. Tenant or a member of Tenant's household has failed to comply with the requirements for continuing occupancy set forth in Section 14(u) of the Lease and Section 13 of this Rider; or
- c. Tenant or another household member has seriously or repeatedly violated any material term of this Lease Agreement or this Rider and Landlord has terminated the Lease Agreement in accordance with its terms

2. **CHARGES.** Any charges referred to in the Lease Agreement, including the charges referred to in paragraphs 5 and 9 of the Lease Agreement, are not rent and are not due and collectible until fourteen days after the Landlord gives the Tenant written notice of the charges.

3. **ADVERSE ACTIONS; GRIEVANCE PROCEDURE:**

- a. Landlord will notify the tenant of the specific grounds for any proposed adverse action by the Landlord.
- b. All disputes concerning the obligations of the Tenant or the Landlord under this Lease Agreement other than those involving (i) criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or the Landlord's employees, or (ii) drug-related criminal activities on or off the premises, or (iii) any activity resulting in a felony conviction, shall be processed and resolved pursuant to the Chicago Housing Authority Grievance Procedure which has been attached to and incorporated in the Tenant Selection Plan, a copy of which is posted in the Management Office and incorporated herein by reference
- c. Before beginning the Grievance Procedure for any grievance involving the amount of rent due, the Tenant must pay the amount of rent due to a rent escrow account ("Rent Escrow Account"). The Tenant must continue to pay the amount of monthly rent due to the Rent Escrow Account until the Tenant's complaint is resolved. Management will waive the requirement for an escrow deposit where necessary because of a financial hardship exemption or the effect of welfare benefits reduction, in Landlord's reasonable discretion. Unless the Landlord waives the escrow requirement because of the Tenant's financial hardship, the Tenant's failure to make a payment to the Rent Escrow Account will terminate the Grievance Procedure.

4. REPAIRS

a. In the event repairs which relate to defects or conditions which are hazardous to life, health or safety are not made in accordance with paragraph 10(b) of the Lease Agreement or alternate accommodations are not provided in accordance with paragraph 10(c) of the Lease Agreement to the extent such repairs relate to defects which are hazardous to life, health or safety, rent shall be abated in proportion to the seriousness of the damage and loss suffered by the Tenant, provided, however, that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant or the Tenant's household or guests, all in accordance with the Landlord and Tenant Ordinance.

b. In the event the Tenant claims a rent adjustment under the provisions of this section, he/she shall pay the entire amount of rent due for the period for which a rent adjustment is claimed to the Landlord to be held in escrow pending a decision in accordance with the Grievance Procedure.

5. TRANSFERS

If the Landlord determines in accordance with Public Requirements that the size of the dwelling Unit is no longer appropriate to the Tenant's needs, and a unit of the appropriate size is available, the Tenant shall be offered said unit and shall move within 30 days unless otherwise authorized by the Landlord. If the Tenant fails to accept the proffered unit, the Landlord may terminate this Lease Agreement. The Tenant shall not be required to move in cases of verified hardship due to employment or health reasons. If a Tenant requests a transfer to a different dwelling Unit, then Landlord shall refer such a request to the CHA.

6. REDETERMINATION OF ELIGIBILITY, RENT AND DWELLING:

At least once each year, and at other times as described below, Landlord will determine whether Tenant's rental rate should be changed, whether the dwelling unit size is still appropriate for the size and/or composition of the Tenant's household, and whether the Tenant is eligible for continued occupancy, all in accordance with policies which are consistent with the Public Requirements and which are available at the Management Office. The policies are as follows:

- a. Regularly Scheduled Recertifications: Each year, approximately 90 days before the anniversary date of this Lease Agreement, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by the Public Requirements for the purpose of determining the Tenant's rent and eligibility. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant through third-party written verification and use the verified information to recompute, if necessary, the amount of the Tenant's rent.
- b. Reporting Changes Between Regularly Scheduled Recertifications:
 - (1) If any of the following changes occur, the Tenant agrees to advise the Landlord within ten days of its occurrence:
 - (a) Any household member moves in or moves out of the Unit
 - (b) Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment that last more than 30 days.

- (c) The household's monthly income increases by \$100
- (2) The Tenant may at any time report any decrease in income or any change in other factors considered in calculating the Tenant's rent, and in such case the Landlord will process an interim adjustment to the Tenant's rent, as appropriate.
- c. Failure by a Tenant (i) to truthfully supply the recertification information as and when required by this Lease Agreement or as requested by Landlord, (ii) to report any increases in household income during a scheduled rent and income review, or (iii) to timely appear for a scheduled rent and income review, will be considered a material violation of the Lease Agreement, may lead to eviction, and will result in any rent increase being effective retroactive to the time the increase would have been made without the provisions of the 30-day notice as otherwise required. The Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged.
- d. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent was computed.
- e. In the event of any rent adjustment pursuant to the provisions above, the Landlord will mail or deliver a "Notice of Rent" to the Tenant in accordance with Section 19 of the Lease Agreement. In case of a rent decrease, the adjustment will become effective the first day of the month following the change in circumstances, provided that the Tenant has timely reported such change. In the case of a rent increase, the adjustment will become effective the first day of the next month at least 60 days after delivery of notice to Tenant concerning the change (unless the rent increase is the result of a change in household composition or income which is not reported within 10 days or results from finding of a misrepresentation as provided above)

7. **FLAT RENT.** Instead of an income-based rent, Tenant may choose for each year to pay a "Flat Rent" which is equal to the maximum rent for Tenant's unit under the Federal Low Income Housing Tax Credit Program, in accordance with Section 42 of the Internal Revenue Code of 1986, as amended. Upon Tenant's request, Landlord will provide sufficient information for an informed choice by Tenant. Tenant may switch from a flat rent to an income-based rent during a lease year only in the event of financial hardship, as determined in accordance with written policies of the Chicago Housing Authority

8 LEASE TERMINATION

- a. The Landlord shall give written notice of termination of the Lease Agreement as follows:
 - (1) 14 calendar days in the case of failure to pay rent
 - (2) A reasonable time commensurate with the exigencies of the situation (but not to exceed 30 calendar days) in the case of creation or maintenance of a threat to the health or safety of other tenants, the Landlord's employees, or persons residing in the immediate vicinity of the premises, or in the case of any drug-related or violent criminal activity or any felony conviction.
 - (3) 30 calendar days in all other cases, or such shorter period of time as may be provided by any State or local law.

- b. The notice of Lease Agreement termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish or to discuss the proposed termination with the Landlord. The notice shall also inform the Tenant of the right to examine Landlord's documents directly relevant to the termination or eviction. When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's Grievance Procedure.
- c. A notice to vacate, which is required by State or local law, may be combined with or run concurrently with a notice of Lease Agreement termination.
- d. When the Landlord is required to afford the Tenant the opportunity for hearing under the Landlord's Grievance Procedure for a grievance concerning the Lease Agreement termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- e. When the Landlord is not required to afford the Tenant the opportunity for a hearing under the administrative Grievance Procedure for a grievance concerning the Lease Agreement termination, and the Landlord has decided to exclude such grievance from the Grievance Procedure, the notice of Lease Agreement termination shall:
 - (1) State that the Tenant is not entitled to a grievance hearing on the termination.
 - (2) Specify the judicial eviction procedure to be used by the Landlord for eviction procedure, and state that HUD has determined that this procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.
 - (3) State whether the eviction is for a criminal activity or for drug-related criminal activity as described in HUD regulations.
- f. In deciding to evict for criminal activity, the Landlord shall have discretion to consider all of the circumstances of the case, including the extent to which the leaseholder participated in the offense, the seriousness of the offense, the alleged offenders participation in any drug treatment or rehab program, the extent of participation by family members, the effects that the eviction would have on family members not involved in the proscribed activity and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action. In appropriate cases, the Landlord may impose a condition that family members who engaged in the proscribed activity will not reside in the Unit
- g. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request and in accordance with the Landlord's Grievance Procedure, any documents, records and regulations which are in the possession of Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records and regulations at the Tenant's expense. A notice of Lease Agreement termination shall inform the Tenant of the Tenant's right to examine Landlord's documents, records and regulations concerning such termination of tenancy or eviction

9. "ONE STRIKE AND YOU'RE OUT"; CRIMINAL CONDUCT

- a. The Landlord endorses and enforces the "One Strike and You're Out" policy which provides for zero tolerance of illegal drug use and criminal activity by residents, their households and their guests. It is an express condition of this Lease Agreement that the Tenant, household members and invited guests will refrain from criminal activity as defined below, including illegal drug use. Failure to meet this obligation is a violation of this Lease Agreement and cause for immediate eviction where permitted by state law, even if it is a first offense and even if no household members are aware of the activity. Notices of termination of tenancy delivered pursuant to this Section 9(a) shall include a statement that the Tenant shall have 10 days from and after the date of such notice delivery to meet with the Landlord to discuss the proposed termination and present any defenses or mitigating circumstances. In appropriate cases, the Landlord may, in Landlord's sole discretion, decide to impose a condition that the particular family members or guests who engaged in criminal activity or drug-related criminal activity shall neither reside in Tenant's Unit nor visit the premises in which the Unit is located as a condition of continued occupancy, instead of terminating the Lease Agreement and evicting the entire household. In so doing, however, there shall be no waiver of the terms and conditions of this Lease Agreement and Rider, or of Landlord's right to enforce the terms and conditions of the Lease Agreement.
- b. The following activities are covered by this section:
 - (1) criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, employees of the Management Agent, or persons residing in the immediate vicinity of the premises, or any drug-related criminal activity on or off such premises, engaged in by a Tenant, any member of the Tenant's household, or any guest or other person under the Tenant's control (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),
 - (2) any occupancy in violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility for admission of illegal drug users and alcohol abusers), or the furnishing of any false or misleading information pursuant to section 577 of said Act;
 - (3) any illegal use of a controlled substance by a Tenant or household member;
 - (4) any abuse (or pattern of abuse) of alcohol, by a Tenant or household member, where such use of abuse interferes with the health, safety or right to peaceful enjoyment of the premises by other residents,
 - (5) if a Tenant or household member is fleeing to avoid prosecution, or custody or confinement after eviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under laws of the place from which the individual flees;
 - (6) if a Tenant or household member is violating a condition of probation or parole imposed under Federal or State law;
 - (7) if a Tenant or household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing; or

(8) if a Tenant, household member or visitor is engaging in any other criminal conduct specified by federal statute as being grounds for eviction

- c. It is the ordinary policy of the Management Agent, consistent with the policy of HUD and the CHA, but subject always to any restrictions on this policy imposed by state law, to evict any Tenant and his/her household for any violation covered by this section, regardless of whether every household member took part in or was aware of the activity and regardless of any other circumstance which might be deemed extenuating. The protection of the entire community is of paramount importance. Notwithstanding, if in the exercise of extraordinary discretion the Landlord shall agree to some lesser remedy such as partial eviction (less than all household members), there shall be no waiver of the terms and conditions of this Lease Agreement or of the Landlord's right to enforce such terms on a different occasion.

10. PRESERVATION OR TRANSFORMATION OF PUBLIC HOUSING:

a. The Landlord's operation of all ACC-Assisted Units, including the Unit, is supported in part by operating subsidies which the CHA received from HUD and is contractually obligated to pay to Landlord. Rent paid by Tenant under the Lease Agreement may be less than the cost of operation of the Unit. If, as a result of a reduction in Congressional appropriations or any other change in applicable law, the CHA is unable to meet its contractual obligation to pay Landlord operating subsidies with respect to all ACC-Assisted Units, then any actions of the Landlord will be subject to Section 35 of the United States Housing Act of 1937 (the "Act") and all implementing regulations, and to any agreements pursuant thereto affecting the Landlord's right to deviate, under certain conditions, from the otherwise applicable restrictions under the Act regarding rents, income eligibility, and other areas of public housing management.

b. In the event of a shortfall in operating subsidies to the Landlord as described in subsection (a) above, continuing residency and lease terms for tenants under the Lease Agreement for ACC-Assisted Units may be changed. In such event, the Landlord and the CHA will be permitted to implement a plan to assure that the viability of the Park Boulevard PHASE 1B rental project as a part of the mixed income community can be maintained on a sound financial footing without unnecessary hardship to residents of ACC-Assisted Units, excessive claims on scarce resources, or a marked deterioration in the physical condition of the Park Boulevard PHASE 1B rental project, such as the following: (i) an increase in Tenant income-based rent above the amounts otherwise permitted by HUD regulations; (ii) an increase in Tenant flat rent otherwise established by the Landlord, (iii) provision to the Tenant by the CHA of substitute housing, including Section 8 rental assistance or public housing in a location other than the Park Boulevard PHASE 1B rental project; and (iv) termination of Tenant's Lease Agreement. All such actions shall be taken subject to due notice to Tenant as required by the Act and applicable State and local law HUD, to date, has not issued any regulations defining the manner in which Landlord may deviate from current regulations. Certain remedies specified herein may be subject to the issuance of regulations by HUD.

c. All actions taken by the Landlord pursuant to this Section 10 are subject to the Act, any regulations that implement the Act, and the terms of any Preservation and Transformation Plan entered into by the Landlord and the CHA pursuant thereto. The Landlord shall give Tenant no less than 30 days notice of any action that the Landlord shall take affecting Tenant's continuing residency the terms of this Lease Agreement pursuant to this Section 10. So long as Tenant is in compliance with all payment requirements of this Lease Agreement, Landlord shall not refer Tenant to a credit agency as a result of a Tenant default resulting solely from a shortfall in operating subsidy paid to the Landlord for ACC-Assisted Units.

11. **UTILITY CHARGES.** If paragraph 7 of the Lease provides that Tenant pays for gas or electric utilities, the Landlord shall provide Tenant with a utility allowance in the amount of \$_____ for which the Tenant has the responsibility to maintain utilities in the unit and to make payments directly to the utility supplier. If the

Tenant pays for utilities, the Tenant agrees to sign a third-party notification agreement with the utility company so that Landlord will be notified if the Tenant fails to pay the utility charges

12. **SECURITY DEPOSIT.** Landlord acknowledges that it is anticipated that the security deposit required pursuant to paragraph 8 of the Lease is to be made by CHA on behalf of Tenant. However, if CHA fails or refuses to make such payment, Tenant shall not be relieved of its obligation to provide a security deposit as required by the Lease (such amount shall not exceed the Tenant's monthly rent for the Unit). Landlord shall return the unused portion of the security deposit to CHA or the Tenant, as applicable.

13. **COMPLIANCE WITH PROJECT SCREENING CRITERIA**

a. When the Tenant was accepted for occupancy of a Unit, the Management Agent reviewed the Tenant's application file for compliance with certain criteria (collectively, the "Screening Criteria") set forth and defined in the Landlord's Tenant Selection Plan ("TSP"). The Tenant demonstrated compliance with the Screening Criteria, or that the Tenant was working to meet the Screening Criteria

b. Working to Meet the Screening Criteria. Check if applicable: _____.

1. Notwithstanding the Tenant's failure to satisfy one or more of the Screening Criteria, the Tenant has been conditionally accepted for occupancy because Tenant was compliant with Tenant's prior lease at the time of application and admission and provided evidence sufficient in the Management Agent's discretion that the Tenant is working to meet the Screening Criteria, as permitted under Section IX(L) of the TSP

2. If the Tenant has been conditionally admitted because the Management Agent has determined that the Tenant is working to meet the Screening Criteria pursuant to the activities described in the TSP, the Tenant and the Management Agent have memorialized in writing the conditions the Tenant is currently satisfying and must continue to satisfy to show that he or she is working to meet the Screening Criteria (the "Compliance Plan"). Failure to comply with the conditions of the Compliance Plan at any time during the first year of occupancy shall not be grounds for termination of the Lease Agreement, but shall be grounds for termination thereafter.

3. If the Tenant is working to meet the Screening Criteria pursuant to the Compliance Agreement, and after 9 months of occupancy the Tenant does not meet such Screening Criteria, the Management Agent will notify the CHA to begin looking for a unit for the resident at a property where the Tenant satisfies the occupancy criteria. If the Tenant does not meet the Screening Criteria he or she is working to meet pursuant to the required activities within one year of Tenant's move-in date, the Management Agent shall notify the Tenant and the CHA, and the CHA shall transfer the Tenant to a unit outside the Park Boulevard PHASE 1B rental development. The CHA will relocate Tenant within a reasonable time after the first anniversary of the Tenant's move-in date.

c. Continued Compliance with Screening Criteria.

1. Tenant shall continue to comply with the Screening Criteria defined and set forth in Sections IX.B, IX.C.4, IX.C.5, IX.C.6, IX.C.7, IX.E, IX.F, IX.G and IX.H of the TSP throughout Tenant's residency in the Unit, as applicable (the "Ongoing Compliance Requirements"). Tenant shall be re-examined for compliance with the Ongoing Compliance Requirements and may meet with the Management Agent's social services coordinator to assess Tenant's social services needs. Tenant shall comply with Landlord's requests for verification by signing releases or authorizations for third party sources of information, presenting documents for review, or providing or forms of verification acceptable to the Management Agent

2. Subject to subsection (d) below, failure to comply with the above-referenced Screening Criteria or to work to meet the Screening Criteria shall be grounds for termination of the Lease Agreement.

d. Subsequent Working to Meet Period

1. If an RRC applicant who becomes a Tenant subsequently fails to meet the Ongoing Compliance Requirements or fails to work to meet the Ongoing Compliance Requirements as permitted in Section IX(L) of the TSP, in order to continue in occupancy, Tenant must provide evidence sufficient, in the Management Agent's discretion, to show that Tenant is working to meet the Ongoing Compliance Requirements within one year. The procedures of subsection (b) above shall then apply to Tenant.

2. Notwithstanding the foregoing, the Lease Agreement may be terminated (i) if Tenant has supplied false information to Landlord, (ii) for failure to pay rent in a timely manner; (iii) for any drug-related or other criminal activity or other behavior that adversely affects the health, safety or right to peaceful enjoyment of the premises by other residents, or (iv) as otherwise specified in the Lease.

SIGNED:

TENANT:

LANDLORD

Signature

By

Date

Date

Signature

Date

ATTACHMENT NO. 1
FORM HUD-50058 – CERTIFICATION AND RECERTIFICATION OF FAMILY ELIGIBILITY

[ATTACHED]

ATTACHMENT NO. 2
INITIAL UNIT INSPECTION REPORT

[ATTACHED]

ATTACHMENT NO 3
HOUSE RULES FOR PARK BOULEVARD PHASE 1B

- Moving:** Initial move-ins and final move-outs are permitted only between 8 00 a m and 4 00 p m by prior scheduled appointment with the management office. Current residents who wish to move furniture in or out of the unit must also notify management.
- Insurance:** Management encourages and recommends that all tenants obtain renters insurance at the time of move-in.
- Rent Policy:** Rent is due the 1st of every month. After the 5th, rent is considered delinquent and management will prepare a late notice and will assess late fees. On the 6th day of the month, 14-day notices will be issued to residents of the ACC-Assisted Units. Repeated delinquencies can result in non-renewal of the lease or eviction.
- Utilities:** Where tenants are responsible for their own utilities, all charges will be directly billed to the tenant by the utility provider. Tenants are required to ensure that utility services remain on in the unit at all times.
- Emergencies:** An emergency service number will be made available after office hours. Emergencies include, but are not limited to: fire, flood, no electricity, no heat, no hot water, no elevator service, gas leaks, loss of keys, and other dangerous and hazardous conditions.
- Lockouts** Anyone requesting a key from management to gain entry to his or her unit must be a leaseholder or occupant on the lease. All tenants will be assessed a \$20 fine for this service during normal business hours and a fine that covers management's actual costs (i.e., employee wages and travel time) after normal business hours.

Keycard replacement will result in charges assessed to the tenant in the amount of \$25.00. Management prohibits the duplication of keys and/or keycards for Park Boulevard PHASE 1B property.
- Alterations:** Residents may not implement any alterations to the unit without management's consent. No services of private contractors can be solicited for alterations or repairs to the unit without consulting management.
- Decorating:** Residents shall not paint or decorate units without consulting management. All window coverings as seen from the outside must be white.
- Garbage/Trash Removal:** Tenants must place all trash in a tied trash bag and place it in the trash chute or garbage dumpster, as appropriate. Tenants are also responsible for removal from the unit of all trash items that are too large to be placed in the trash chute. Such items are to be placed in or near the dumpster outside the building.

Parking Policy:

One parking permit will be issued to each leaseholder that meets the following criteria: current vehicle registration, current vehicle license plates, current city sticker, and current vehicle insurance. All cars must be in working order. In the event that additional spaces are available, a second temporary permit may be provided to residents. However, in the event that a new move-in requires a parking space, occupants with temporary permits will be notified that use of the additional space will no longer be authorized and the new move-in will be assigned the space and issued a parking permit. Parking spaces will be assigned on a first-come, first-served basis.

There will be \$25 charge for any lost or damaged parking permits.

Management will contract with a towing company to remove unauthorized vehicles parked on the property.

Pet Policy:

See Attachment No. 5 to this Lease Agreement.

Curfew:

Local curfew laws for children must be adhered to by all residents.

Kinship Care:

Tenants seeking to add a relative's child to the Lease as a member of the household must first make the request in writing to Management. Management shall consider the request and make a determination, in its sole discretion, based on the Tenant's history of Lease compliance, the current size of Tenant's household, the reasons warranting adding the child to the Lease, and such other factors Management deems appropriate. Within 30 days of such written request, Management shall provide a determination to Tenant. In the event a child is added to the household under kinship care, that child will also have to meet the Landlord's occupancy standards.

**Condominium
Associations and
Master Association**

Tenant shall obey the rules and regulations contained within the applicable condominium declaration and master association declaration, which are available in the Management Office. Such rules are reasonably related to the safety, care, and cleanliness of the building and safety, comfort and convenience of all members of Park Boulevard PHASE 1B.

Loitering:

Loitering and trespassing will not be allowed on Park Boulevard PHASE 1B property; violators will be prosecuted.

ATTACHMENT NO. 4
CHICAGO LANDLORD AND TENANT ORDINANCE SUMMARY

[ATTACHED]

ATTACHMENT NO. 5
PET POLICY

Residents shall have no more than two household pets in a dwelling unit, provided the animal is maintained responsibly in accordance with state and local laws and in accordance with the CHA pet policy.

Management will require licensing, registration and payment of a non-refundable pet fee for any animal. Management prohibits any dangerous animal on the premises that threatens the safety of residents such as, but not limited to, pit bulls, rotweilers, snakes and/or pets weighing more than 25 lbs.

The rules with respect to pets shall not be enforced against animals that are necessary to assist, support or provide service to persons with disabilities, provided that such animals shall not threaten the safety of residents.