

**COAL CITY  
PLANNING & ZONING  
PUBLIC HEARING Continuation**

**MONDAY  
SEPTEMBER 30, 2024  
7:00 p.m.**

**COAL CITY VILLAGE HALL  
515 S. BROADWAY, COAL CITY, ILLINOIS**

**AGENDA**

1. Call meeting to order
2. Public Hearing –North Arrow Partners  
Hunters Run 44-Unit Senior Restricted Development
  - i. Swear in Testimonials
  - ii. Presentation by Petitioner
  - iii. Public Comment
  - iv. Board Consideration
  - v. Action on Request
3. Adjourn

## MEMO

**TO:** Planning & Zoning Board Members

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING DATE:** September 30, 2024

**RE:** **SEPTEMBER 30<sup>th</sup> MEETING AGENDA ITEMS**

### Planned Use Development, Hunters Run Subdivision

North Arrow Partners, represented by John Cronin and others from their firm, have secured an option to purchase the 11 acre + subdivision currently owned by Bernie D'Orazio at the southwest corner of Marguerite & Maple, which is zoned RM-1. This firm has submitted the paperwork and design drawings depicting the resubdivision of the existing acreage into two lots – Lot 1 (367,010 square feet), which would host 12 buildings, 11 of which would possess 4 dwelling units each consisting of 3 one-bedroom units and 1 two-bedroom unit and the last building, which would be a 1,600 square foot shared community building; and Lot 2 (165,130 square feet) to be dedicated to the Village of Coal City for future park space (the Plat of Subdivision states 132,789 square feet, but a portion of the land already has Hunters Run running through it to be dedicated).

To date, this project has been considered across many meetings to include a presentation and public hearing before the Plan Commission as well as two planned unit development (PUD) meetings with local units of government. This evening is a continuation of the last public hearing at which time additional information was requested from the developer to ensure the subdivision would be built and take place as described to date. To this end, additional materials have been provided for your consideration:

- 1.) A draft Hunters Run Covenant to be recorded upon the property – this can be an exhibit to the subdivision approval and a condition for recommendation to the Board of Trustees
- 2.) A draft Development Agreement with terms regarding the development of the subdivision – this has items of Plan Commission importance and some that are of importance to the Board of Trustees, but it guides the allowances and requirements of the PUD approval
- 3.) Sample Statewide Referral Network (SRN) Agreement – a requirement for the developer's funding package is to participate within SRN
- 4.) Tenant Selection Plan – this is also a requirement of IHDA funding and will be generated upon the project being approved for Hunters Run
- 5.) A sample lease, which is utilized within other properties developed by North Arrow

These items have been sent to the village's attorney after their submission of September 28<sup>th</sup>. The proposed covenant will need to be presented in final form after both attorneys review the

current proposal; this will likely change and an updated version will be provided prior to or at Monday's meeting.

The development agreement will ultimately meet the needs of the Village Board prior to its consideration of the subdivision PUD petition. The important part for the Plan Commission is to ensure any of its requirements are either stated as a condition in order to receive a positive recommendation or be included within the development agreement that will join the consideration of the terms by which the PUD is to be considered. One remaining piece that has been identified by the village engineering review that has not been addressed is the Phase 2 environmental review of the property. This could be addressed by making any recommendation contingent upon the Phase 2 results being provided and any measures identified for remediation within the subdivision be met by the petitioner.

Please recall, Table 16 is the criteria for which a PUD is to be considered and was distributed at the last meeting. Upon consideration of these criteria a recommendation for or against the proposed PUD development in its totality can be made or if the petitioner is amenable and another issue is identified, the public hearing could be continued in order to gain additional information. I will work with legal to craft a motion to meet the requirements that have been discussed and ensure the standards are documented. Following the Plan Commission's final action, this item will be returned in order for the group to consider if the Findings of Fact fairly reflect the determination for which the matter was recommended to the village Board of Trustees.

The continuation of the public hearing for this variance is scheduled for Monday evening.

Pertinent Code Section(s)

**156.185, Table 16**

**HUNTERS RUN  
RESTRICTIVE COVENANT  
(Housing for Older Persons)**

This Restrictive Covenant is made on [DATE] by [Hunters Run, LP, an Illinois limited partnership] (the "Owner") related to [Property Address], legally described on Exhibit A attached hereto (the "Property").

**RECITALS**

WHEREAS, the Owner owns and is developing the Property as a [ ] unit senior housing community to be known as Hunters Run (the "Project"); and

WHEREAS, the Owner has agreed to establish occupancy restrictions to ensure the Project is operated as a senior living community for individuals aged 55 years and older; and

NOW, THEREFORE, the Owner hereby agrees, by and for itself, its successors and or assigns, as follows:

- A. Upon completion of the development of the Project, all dwelling units in the Project shall be leased and occupied by individuals aged 55 years or older (each a "Senior Resident"), provided, however, an individual under the age of 55 may occupy the dwelling unit if they are a spouse, partner, caregiver or nurse of the Senior Resident.
- B. No person under the age of 18 shall reside in or occupy any dwelling unit at the Project [except as a temporary guest].
- C. The Project shall be owned and operated in compliance with all fair housing laws, rules and regulations promulgated thereunder, including, but not limited to the Fair Housing Act, Housing for Older Persons Act, Illinois Human Rights Act and any local fair housing laws.
- D. This Restrictive Covenant shall remain in effect for a period of [ ] years [shall run with the land and shall be binding upon all successors, assigns and subsequent owners of the Property].
- E. If any provision of this Restrictive Covenant is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Restrictive Covenant as of the day and year first above written.

**Hunters Run, LP**

an Illinois limited partnership

By: Hunters Run GP, LLC,  
An Illinois limited liability company,  
Its general partner

By: North Arrow Development  
An Illinois limited liability company  
A member

By: \_\_\_\_\_  
John Cronin, Manager

EXHIBIT A

[Legal Description]

**DEVELOPMENT AGREEMENT BETWEEN  
VILLAGE OF COAL CITY AND NORTH ARROW DEVELOPMENT**

This Development Agreement ("Agreement") is entered into by and between the Village of Coal City, an Illinois Municipal Corporation ("Village"), and Cottage Hill Development, LLC d/b/a North Arrow Development ("Developer"). Village and Developer may hereinafter be referred to as "Parties," or individually as "Party." This Agreement will become effective when signed by the Parties, and when approved by the corporate authorities of the Village (the "Effective Date"):

**PREAMBLE**

**WHEREAS**, Village is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

**WHEREAS**, Developer currently has a contract for the purchase of certain property in the Village described as Lots 1 and Lot 2 on the attached Final Plat of Hunters Run Subdivision ("Plat")

**WHEREAS**, Developer is interested in improving only Lot 1 contained on the Plat with senior townhomes and a community center and has made application to the Village for approval of the Hunters Run PUD (the "Project");

**WHEREAS**, related to Lot 2, the Parties desire for Developer to dedicate Lot 2 to the Village in exchange of a reduction in permit fees, plan review, engineering inspection, administrative fees and impact fees (collectively referred to as "Village Fees") that may be assessed by the Village related to the development of Lot 1;

**WHEREAS**, based on the current plans and specifications provided to the Village, the Village Fees are estimated to be \$397,048.

**WHEREAS**, Developer shall develop Lot 1 in a good and workmanlike manner in accordance with all pertinent ordinances and regulations of the Village and/or other agreements between the Developer and the Village and the Hunters Run PUD;

**NOW, THEREFORE**, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed Project, hereby agree as follows:

**Section 1. Incorporation of Recitals.** The Parties agree that all the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

**Section 2. Obligation of the Developer.** Upon the approval of the Agreement and the Developer closing on the purchase of Lots 1 and 2, Developer shall proceed with dedicating Lot 2 to the Village under the following terms and conditions:

1. Lot 2 shall be dedicated to the Village “as-is” without any representations or warranties regarding the condition of Lot 2 and without Developer making any improvements on Lot 2. The Village acknowledges that neither Developer nor its agents, principals, officers, employees consultants, broker or agents have made any representations or warranties of any kind, express or implied, of arising from operation of law (including warranties of condition, habitability, merchantability or fitness for a particular purpose) upon which the Village is relying.
2. That the value of Lot 2 being dedicated is \$253,269 and that the Village Fees charged to the Developer shall be reduced by \$253,269. Therefore, based on the current plans and specifications the Village Fee will be reduced to \$143,779 (\$397,048 minus \$253,269)
3. Developer will complete the Project, including construction, renovation and improvements, in accordance with this Agreement, and the drawings and site plans submitted to the Village for review.
4. Developer understands and agrees all Village Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other Village ordinances not specifically waived by this Agreement shall remain in full force and effect provided however that the following conditions shall apply:
  - a. Developer shall be responsible for constructing a sidewalk along the east side of Lot 1 on the public right-of-way along the west side of Marguerite Street;
  - b. Developer shall not be responsible for any improvements on Lot 2 whatsoever;
  - c. Developer shall not be responsible for constructing a public sidewalk along the north line of the property along West Maple Street;
  - d. If West Maple Street right-of-way across the north line of Lot 1 has not been dedicated, the Developer will dedicate the required 80-foot-wide public right-of-way;
  - e. Any roads constructed as part of the Project within Lot 1 shall remain private and will be maintained by the development owner;
  - f. The water and sanitary sewer mains servicing the townhomes and community center building will remain under the private ownership of the development but Developer shall dedicate a public utility easement to the Village for the water and sanitary sewer main lines;
  - g. Developer shall not be required to construct any type of berming along the north side of Lot 1 along Maple Street;
  - h. Developer shall not be responsible for any improvements on the public right-of-way on Marguerite Street

**Section 4. Default and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by the Parties or any successor or assign, the defaulting or breaching Party (or successor or assign) shall, upon written notice from any other Party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after



receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching Party, or any other remedy available at law or in equity. If any Party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing Party shall reimburse the prevailing Party its costs and reasonable attorneys' fees on account of such proceeding.

**Section 5. Assignment.** This Agreement may be assigned by Developer without prior written approval by the Parties.

**Section 6. Partial Invalidity.** If any section, subsection, term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

**Section 7. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by any Party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by the Parties.

**Section 8. Notices.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3<sup>rd</sup>) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

North Arrow Development  
Attn: John Cronin  
524 W. St. Charles  
Villa Park, IL 60181

To the Village:

Village of Coal City  
Attn: City Manager  
PO Box 218  
1115 Broadway  
Highland, IL 62249

VILLAGE OF COAL CITY, ILLINOIS:

\_\_\_\_\_  
City Manager

NORTH ARROW DEVELOPMENT

BY: \_\_\_\_\_

**Statewide Referral Network Agreement**

**Sugar Creek Crossing**  
**Street Address or Intersection: 211 Joanie Ln**  
**Crawford County, Robinson, IL 62454**

<b>Contact Information for Statewide Referral Network Program</b>			
	<b>Owner</b>	<b>Property Management Agent</b>	<b>Statewide Referral Network</b>
<b>Organization</b>	Sugar Creek Crossing, L.P.	Housing Authority of Champaign County	IL Dept of Human Resource Services
<b>Primary Contact</b>	John F Cronin	David A Northern Sr	Todd Fuller
<b>Phone</b>	630-279-9990	217-378-8100	312-793-2637
<b>Email</b>	<a href="mailto:jfc@northarrowpartners.com">jfc@northarrowpartners.com</a>	<a href="mailto:davidn@HACC.net">davidn@HACC.net</a>	<a href="mailto:Todd.fuller@Illinois.gov">Todd.fuller@Illinois.gov</a>
<b>Street Address</b>	28 E St Charles Road	2008 N Market St	401 S Clinton St
<b>City, State, Zip</b>	Villa Park IL 60181	Champaign IL 61822	Chicago IL 60607

## STATEWIDE REFERRAL NETWORK AGREEMENT

This Statewide Referral Network Agreement (this “Agreement”) is made and entered into on this 31 day of July, 2020, by and among the Sugar Creek Crossing, LP(Owner of the Development)], an Illinois limited partnership (the “Owner”), and Housing Authority of Champaign County (Property Management Company)], an Illinois municipal corporation (the “Property Manager”), and the Illinois Department of Human Services (the “DHS”). The Owner, Property Manager and the DHS are sometimes collectively referred to herein as the “Parties”.

**WHEREAS**, the Owner was awarded certain loans and/or grants and/or operating support and/or tax credits from the Illinois Housing Development Authority (the “Authority”) in connection with the acquisition and/or construction and/or rehabilitation of 43 housing units, known as Newton Senior Housing in Newton, Illinois (the “Project”); and

**WHEREAS**, The Authority’s 2018-19 Low Income Housing Tax Credit Qualified Allocation Plan mandates ten percent (10%) of units and provides point-based incentives to affordable housing projects that target more than 10 percent (10%) of the total units in a project to households that meet eligibility requirements and are referred through the Statewide Referral Network (as defined hereinbelow); and

**WHEREAS**, other programs administered by the Authority also incorporate supportive housing incentives, requirements and referrals through the SRN; and

**WHEREAS**, the Property Manager is experienced in the operation, maintenance, marketing, management, and leasing of multifamily housing developments similar to the Project and has been retained by the Owner to manage the Project; and

**WHEREAS**, the SRN coordinates with or represents agencies that provide direct community-based services to persons with disabilities and/or persons experiencing or at risk of homelessness, and seeks to expand and support affordable housing opportunities for households in need of supportive housing services in their community and the SRN desires to assist Tenants in the Project in obtaining certain supportive services; and

**NOW THEREFORE**, in consideration of the mutual promises set forth below, and other good and valuable consideration, the Owner, the DHS and the Property Manager agree as follows:

### A. Definitions

Unless the context otherwise requires, capitalized terms in this Agreement shall have the following meanings:

“Agreement” means this Statewide Referral Network Agreement by and among the Owner, Property Manager, and the SRN.

“Area Median Gross Income” or “AMI” means the median gross income for a household living in the area in which the Project is located, including adjustment for family size.

“Authority” means the Illinois Housing Development Authority and its successor.

“Compliance Period” means the period of years that the Owner and the Property Manager must comply with affordability, occupancy, and other restrictions with respect to the Project, as those restrictions are ascribed in the Financing Documents between the Owner and the Authority.

“Days” means calendar days.

“Financing” means any of the loans and/or grants and/or operating support and/or tax credits the Authority has made or allocated to the Owner for the Project.

“Financing Documents” means any of the loan and/or grant and/or operating support and/or tax credit documents between the Owner and the Authority, which include, without limitation, any notes, any mortgages, any Regulatory Agreements, and all other documents evidencing, securing, or governing the Authority’s financing of the Project.

“Housing Choice Voucher” means a housing subsidy from the United States Department of Housing and Urban Development administered by a local housing authority, which allows a tenant to pay 30% of their adjusted income towards housing expenses. Such vouchers are at times, and according to a housing authority’s voucher plan, project based so that the subsidy stays with the unit instead of the tenant.

“Owner” means the owner of the Project and who is a party to this Agreement.

“PAIR Module” means the Pre-Screening, Assessment, Intake, and Referral waiting list system located on ILHousingSearch.org. This system is provided by a third-party vendor and is used to list SRN Units and refer potential Tenants.

“Periodic Poll” means the monthly poll sent to property managers to notify the PAIR system about any updates to their SRN unit availability or contact information.

“PHA” means Public Housing Authority.

“Project” means the affordable housing development that is legally described on the attached **Exhibit A** (incorporated herein by this reference) that is subject to this Agreement and that is defined in the Recitals of this Agreement.

“Project-Based Rental Assistance” means the program administered by the United States Department of Housing and Urban Development (“HUD”) whereby HUD provides funding to landlords who rent a specified number of affordable apartments to low-income households or individuals and the funding is tied directly to the project so tenants can generally not move out without losing their rental assistance.

“Property Manager” means the entity that will provide property management services for the Project and who is a party to this Agreement.

“Regulatory Agreement” means the Regulatory and Land Use Restriction Agreement, or the Regulatory Agreement, or the Extended Use Agreement, or any other like agreement, and including any amendments to such agreements, executed by and between the Owner and the Authority governing the Project.

“Socialserve” means socialserve.com, the third-party vendor, a wholly owned subsidiary of Emphasys Software, available to assist Owners and Property Managers with the listing of SRN Units and other questions related to the PAIR Module.

“Statewide Referral Network” or “SRN” means a referral network organized by the Illinois Housing Development Authority, the Illinois Department of Human Services, the Illinois Department of Healthcare and Family Services, and the Illinois Department on Aging that was created to allow social service providers to refer clients to housing units specially created for persons at or below 30% of the AMI who are either homeless, at risk of homelessness, or a person with one or more disabilities; or any successor referral network that includes all SRN units.

“Supportive Housing Populations” Shall mean households headed by persons with disabilities and households that are homeless or at-risk of homelessness who need access to supportive services in order to maintain housing.

“SRN Unit” means units in the Project that are targeted for households earning at or below thirty percent (30%) of the AMI and that have any form of disability, including, but not limited to, physical disability, developmental disability, mental illness, co-occurring mental illness and substance use disorder and HIV/AIDS, or that are homeless persons or persons determined to be at risk of homelessness. (SRN Units may have previously been referred to as “targeted units”.)

“Statewide Housing Coordinator” Shall mean an employee that works for DHS and can serve as liaison between housing and service agencies, as specified in the Statewide Referral Network Intergovernmental Agreement, or their successor or designee.

“Supportive Housing Plan”: The Supportive Housing Plan attached to this Agreement as Exhibit B. The Supportive Housing Plan is incorporated into this Agreement by this reference.

“Tenant” means a person, family or unrelated persons leasing a Unit in the Project.

“Unit” means any residential unit in the Project consisting of an accommodation containing separate and complete facilities for living, sleeping, eating, cooking, and sanitation; provided however, that single room occupancy units used in a non-transient basis may be treated as Units.

## B. Covenants and Responsibilities of the Parties

### 1. The Owner shall:

- (a) Ensure that 7 SRN Units information is entered into the PAIR module on ILHousingSearch.org at 65% construction completion for the Project or when marketing of Units in the Project begins, whichever comes first.
- (b) Ensure that the 7 SRN Units will not be segregated within the Project or in any way be distinguishable (beyond, if applicable, the presence of accessible features or assistive technology) from non-supportive housing Units in the Project.
- (c) Ensure that the 7 SRN Units remain available to prospective Tenants referred through the SRN upon unit availability, and that the terms of this Agreement are met through the Compliance Period.
- (d) Complete the Supportive Housing Plan attached as **Exhibit B** (incorporated herein by this reference) and ensure that any special arrangements (*rent adjustments, unit subsidies, integration plan, etc.*) outlined in the Supportive Housing Plan are maintained through the Compliance Period.
- (e) Ensure that participation by Tenants in the supportive services offered through the SRN are not and will not be a condition of tenancy.
- (f) Agree to work in good faith with the Property Manager and the Statewide Housing Coordinator to resolve any issues regarding tenancy in the Project.

- (f) Comply, and cause the Property Manager to comply, with the Fair Housing Act throughout the Compliance Period.

2. The Property Manager shall:

- (a) Notify the Statewide Housing Coordinator of initial lease-up of the Project at 65% construction completion for the Project or when marketing of Units in the Project begins, whichever comes first by responding to the Periodic Poll.
- (b) Ensure listing of SRN Units in the PAIR module on ILHousingSearch.org is current.
- (c) Respond within 5 business days to all requests for information from Socialserve with regard to SRN Unit availability.
- (d) Share Tenant eligibility and screening criteria with the Statewide Housing Coordinator by responding to the Periodic Poll so that Statewide Housing Coordinator and their staff will be prepared to refer qualified Tenants and assist them with requests for reasonable accommodations or modifications when necessary.
- (e) Educate initial and subsequent on-site Property Managers regarding their responsibilities under this Agreement.
- (f) Ensure that the 7 SRN Units will not be segregated within the Project or in any way be distinguishable (beyond, if applicable, the presence of accessible features or assistive technology) from non-supportive housing Units in the Project.
- (g) Affirmatively market SRN Units to households or persons with all types of disabilities, as may be described in the Project's Affirmative Fair Housing Marketing Plan. The Property Manager may advertise that the Project offers services for households or persons with particular types of disabilities or has a preference for a certain population; however, the Property Manager must admit other eligible SRN households or persons with disabilities who may benefit from the supportive services.
- (h) In the event a prospective Tenant referred through the SRN is denied housing, the Property Manager must do the following: (1) notify the prospective Tenant and the SRN in writing of the reason for denial; (2) accept and consider requests for reasonable accommodations and/or modifications to SRN Units in accordance with federal fair housing laws; and (3) hold the SRN Unit open until a final decision regarding the request for a reasonable accommodation and/or modification to the SRN Unit has been made.
- (i) For a period of ninety (90) Days from the date the certificate of occupancy for the Project is issued, establish a preferential leasing opportunity for the 6 SRN Units specified in this agreement, prioritizing households referred by the Statewide Housing Coordinator for the SRN Units. If no eligible household or person is referred by the Statewide Housing Coordinator within the ninety (90) days, a written waiver of the obligation in this paragraph must be obtained from IHDA and the Unit may be rented to any income eligible applicant.
- (j) In the event a vacancy occurs in a Unit that has a 30% AMI designation and not all of the 6 SRN Units are filled with households or persons referred by the SRN, notify the Statewide Housing Coordinator and hold a 30% AMI designated Unit open for a referral period no less

than thirty (30) Days from the date the Unit becomes vacant. If no eligible household or person is referred by the Statewide Housing Coordinator within the thirty (30) Days from the Unit becoming vacant, a written waiver of the obligation in this paragraph must be obtained from IHDA and the Unit may be rented to any 30% AMI income eligible applicant. This process is repeated until 6 SRN Units are occupied by persons or households referred by the Statewide Housing Coordinator.

- (k) Communicate issues regarding a Tenant's occupancy of an SRN Unit with the Statewide Housing Coordinator in a timely manner.
- (l) Facilitate communication with the Statewide Housing Coordinator by designating and maintaining, in the event of staff turnover, a named individual as the primary contact on matters related to the SRN Units by responding to the Periodic Poll.
- (m) Ensure that participation by Tenants in the supportive services is not and will not be a condition of tenancy.
- (n) Agree to work in good faith with the Owner and the Statewide Housing Coordinator to resolve any issues regarding tenancy in the Project.

3. The Statewide Housing Coordinator shall:

- (a) Coordinate among local support service agencies to refer prospective Tenants to the Property Manager at initial rent up of the Project and in the event of vacancies, for the duration of the Compliance Period.
- (b) Maintain a waiting list, on the PAIR module of ILHousingSearch.org, of prospective Tenants in the event of vacancies in the SRN Units.
- (c) Provide a standard referral form for each prospective Tenant referred to an SRN Unit, in order to help the Property Manager differentiate referrals for SRN Units from general referrals made by agencies not involved in the SRN.
- (d) Act as liaison between the Property Manager and local support service agencies participating in the SRN to address issues with the application process and tenancy, should they arise. This includes contacting the appropriate member of the SRN, so that the local human service agency can make direct contact with a Tenant they have referred. This will ensure that Tenants in SRN Units will have the opportunity to maintain contact with the local support service agency that initially identified the Tenant as a potential referral, protect the Tenant's confidential information, and ensure that the Property Manager has one primary contact for Tenants in SRN Units.
- (e) Facilitate access to an array of supportive services for Tenants occupying SRN Unit offered by local support service agencies participating in the SRN. These services shall be available to such Tenants on an as-needed basis and receipt of these or any other services shall not be a condition of tenancy.
- (f) Facilitate communication with the Property Manager by designating and maintaining, in the event of staff turnover, named individuals as the primary contact and as the back-up contact on matters related to SRN Units.



- (g) Work with local Public Housing Authorities to maximize access to Housing Choice Vouchers for SRN unit applicants.
- (h) Ensure that participation by Tenants in the supportive services is not and will not be a condition of tenancy.
- (i) Agree to work in good faith with the Owner and the Property Manager to resolve any issues regarding tenancy in the Project.

C. Other Terms

1. **Term of Agreement and Termination.** This Agreement shall be effective beginning of the date set forth above and shall be in effect through the end of the Compliance Period. This Agreement may be terminated upon the mutual written consent of the Owner, the Property Manager, the Statewide Housing Coordinator, and the Authority. With respect to terminations of this Agreement by the Owner or the Property Manager, such Parties comply with the applicable provisions of the property management agreement between the Owner and the Property Manager.
2. **Assignments.** This Agreement shall inure to the benefit of and constitute a binding obligation upon the Owner, the Property Manager, the Statewide Housing Coordinator and their respective successors and assigns; however, the Owner and the Property Manager must comply with the applicable provisions of the property management agreement between the Owner and the Property Manager.
3. **Subordination of Agreement.** The Parties each acknowledge that this Agreement is subject and subordinate to any Financing Documents governing the Project. To the extent this Agreement conflicts with any of the provisions or requirements set forth in any Financing Documents the Financing Documents shall control.
4. **Amendment.** This Agreement constitutes the entire agreement between the Parties and no amendment or modification of this Agreement shall be valid or enforceable except by supplemental agreement in writing, executed by the Parties hereto and approved by the Authority.
5. **Successors.** This Agreement shall bind, and the benefits shall inure to, the Parties, their legal representatives, successors in office or interest, and assigns; however, the Parties may not assign this Agreement, or any of their obligations under this Agreement, without the prior written approval of the Authority.
6. **Notices.** Any notice, demand, request or other communication that any Party may desire or be required to give to any other Party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Property Manager:  
 Company Name: **Housing Authority of Champaign County**  
 Address: **2008 N Market St Champaign IL 61822**  
 Attention: **David A Northern Sr**  
 Telephone: **217-378-7100**  
 Email: **davidn@hacc.net**

If to the Owner:  
Company Name: **Sugar Creek Crossing, LP**  
Address: **28 E St Cahrels Rd Villa Park IL 60181**  
Attention: **John F Cronin**  
Telephone: **630-279-9990**  
Email: **jfc@northarrowpartners.com**

If to the DHS:  
Department of Human Services  
c/o Statewide Housing Coordinator  
Address: **401 S Clinton St Chicago IL 60607**  
Attention: **Todd Fuller**  
Telephone: **312-793-2637**  
Email: **todd.fuller@illinois.gov**

If to the Authority:  
Illinois Housing Development Authority  
111 E. Wacker Drive, Suite 1000  
Chicago, Illinois 60601  
Attention: Director, Asset Management

Such addresses may be changed by notice to the other Party given in the same manner as provided in this Section C.6. Any notice, demand, request, or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request, or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request, or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

7. **Third Party Beneficiary.** THE OWNER, IN CONSIDERATION OF RECEIVING FINANCING FROM THE AUTHORITY FOR THE PROJECT, AGREES AND CONSENTS THAT THE AUTHORITY AND ANY QUALIFYING TENANT (WHETHER PROSPECTIVE, PRESENT OR FORMER) SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED AT LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE OWNER OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN A STATE COURT OF COMPETENT JURISDICTION. The Owner further specifically acknowledges that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of a default hereunder.
8. **No Conflicting Agreements.** The Parties each warrant that they have not executed, and represent that they will not execute, any other agreement with provisions contradictory, or in opposition to, the provisions of this Agreement, and that, in any event (other than in the case of the Financing Documents), the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth in any other agreement and supersede any other requirements in conflict with this Agreement.
9. **Governing Law.** The laws of the State of Illinois, exclusive of its conflict of laws provisions, shall govern the interpretation and enforcement of this Agreement.
10. **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of this Agreement.

11. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement, or the application of it to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of it to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination and each term, covenant, condition, and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
12. Gender. The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.
13. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement by their authorized representatives as of the date and year first written above.

**OWNER**

Company Name: **Sugar Creek Crossing, L.P.**


By: 

Name: **John F Cronin**

Its: **General Partner**

**PROPERTY MANAGER**

Company Name: **Housing Authority of Champaign County**

By: 

Name: **David A Northern Sr**

Its: **Executive Director/CEO**

**DEPARTMENT OF HUMAN SERVICES**

By: 

Name: **Todd Fuller**

Its: **Statewide Housing and Employment First Coordinator**

This Agreement is approved of this 9th day of Sept , 2020 .

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY:**

By: Stephen J. Gladden

Name: Stephen J. Gladden

Title: Assistant Director Asset Management

# EXHIBIT A LEGAL DESCRIPTION

N 7.22 A TRACT 2 IN W PT SE NE SEC 32-7-12

## EXHIBIT B To the Statewide Referral Network Agreement Jasper County, Newton, Illinois

### SUPPORTIVE HOUSING PLAN

- I. **SRN Unit Mix** – Residential rent schedule by unit size and status. **Please note:** The actual Unit mix for the SRN Units will depend on the needs of referred Tenants.

# Bedrooms	# Bathrooms	Unit Size (sq ft)	% AMI Target	Total Units	Monthly Contract Rent	Program
<i>Ex: 1</i>	<i>Ex: 1</i>	<i>Ex: 800</i>	<i>Ex: 30%</i>	<i>Ex: 10</i>	<i>Ex: \$400</i>	<i>Ex: LIHTC</i>
<i>Ex: 2</i>	<i>Ex: 2</i>	<i>Ex: 1500</i>	<i>Ex: 30%</i>	<i>Ex: 5</i>	<i>Ex: \$800</i>	<i>Ex: LTOS</i>
1	1	672	30%	5	\$598	LIHTC
2	1	1056	30%	2	\$718	LIHTC

**II. Affordability** – how Targeted Units will be made affordable to households earning at or below 30% AMI:

Rents in the **Targeted Units** will be made affordable through (check all that apply from of the following):

	30% AMI rents with no additional rental or operating subsidy
	Long-Term Operating Support (via Rental Housing Support Program)
x	HUD Project-based (Section 8) Rental Assistance – see below
	Public Housing
	USDA Project-based (Section 515) Rental Assistance
	Other (please specify):

If a PHA is providing Project-Based Rental Assistance for the Project, the Owner should work with the PHA to determine whether rent-assisted Units may be SRN Units that are filled by referrals from the Statewide Housing Coordinator, or whether all rent-assisted Units must be filled by referrals from the PHA’s existing waiting list(s). The PHA may allow the Project to hold its own waiting list with its own preferences, OR the PHA may agree to allow the SRN Units to be filled by referrals from the Statewide Housing Coordinator, if the remaining rent-assisted Units can be filled by households on the PHA’s waiting list.

It is up to the Owner to negotiate with the PHA regarding the source(s) of referrals for rent-assisted Units, and to determine, based on this negotiation, whether the Project-Based Rental Assistance should be attached to the SRN Units, or instead to other Units within the Project. The Owner is responsible for working with the subsidy Contract Administrator to ensure that the SRN units do not conflict with the Tenant Selection Plan. This may mean gaining approval for a new or modified Tenant Selection Plan.

**If the Project will utilize Project Based Rental Assistance in the SRN Units, please attach a Memorandum of Understanding or other agreement with the subsidy administrator that describes how the Project will ensure that referrals to SRN Units will receive priority for those Units.**

The Housing Authority of Champaign County ("HACC") is a Moving to Work ("MTW") Agency. Under its MTW Authority, HACC administers a "Local Project Based Voucher Program". The local PBV Program provides for project specific waiting lists based on the Tenant Selection Plan for the Project. The Project maintains and manages the waiting list. Thus, the Project is authorized to fill the SRN units with referrals from the Statewide Referral Network.

**III. Integration Plan** – How will the Project ensure Supportive Housing Populations have an opportunity to interact with the community? Only Projects contemplating a preference for Supportive Housing Populations on more than twenty-five percent (25%) of their Units are required to create an integration plan. Other Projects should consider doing so as a “best practice”. Examples of items that could be part of an integration plan include, without limitation, the following:

- a. Partnerships with local schools, including community colleges
- b. Partnership with local park districts
- c. Connections with local community groups
- d. Newsletters and event calendars
- e. Social media (Facebook/Websites)
- f. Social events planned with local communities (holiday parties, contests)
- g. Group outings
- h. Community organizing (gardens or other improvements)
- i. Relevant seminars / educational topics

Case Management and Supportive Services will be coordinated through the SRN network and third-party social service agencies and can be provided on site. Services to be provided will be based on individual needs and may include training on tasks of daily living such as cooking, housekeeping, laundry and personal budgeting with emphasis on prioritizing timely payment of basic services such as rent, utilities, food and transportation.

Supportive Services to be provided on a group or community basis will include computer classes, recreational activities, celebration events, movie and bingo nights, and general health education. All community activities will be open to all residents.

#### **IV. Referral, Screening and Communication Plan**

This section outlines how the Property Manager and the Statewide Housing Coordinator will manage the referral and screening process, negotiate requests for reasonable accommodations and modifications under federal fair housing laws, protect the rights of Tenants through delineation of separate functions of services provision and property management, and maintain communication, including in the event of staff turnover, for the duration of the Compliance Period.

##### **A. Referral**

###### **1. How the Statewide Housing Coordinator will determine and make referrals:**

- a. During preparation for initial lease-up of the Project the Statewide Housing Coordinator will communicate regularly with local support services agencies to establish:
  - 1) Commitments to participate in a referral process and provide follow-up as needed, and
  - 2) A system to communicate and facilitate referrals when vacancies occur.
- b. After working with local support services agencies to submit applications for SRN referrals, the Statewide Housing Coordinator will send an SRN Unit Referral through the PAIR Module to the Property Managers. This will provide the Property Manager with one point of contact for the SRN Units.

###### **2. How the Statewide Housing Coordinator will maintain contact with referrals and the Property Manager:**

The Statewide Housing Coordinator will act as the Property Manager's main point of contact for Tenants in SRN Units. The Property Manager will contact the Statewide Housing Coordinator when there is a concern or request regarding Tenants in SRN Units. In turn, the Statewide Housing Coordinator will contact the appropriate local human services agency and that agency will make direct contact with a Tenant they have referred.

This will ensure that Tenants in SRN Units will have the opportunity to maintain contact with the local human support agency that initially identified them as a potential Tenant and that the Property Manager has one primary contact for Tenants in SRN Units.

###### **3. How the Statewide Housing Coordinator will offer assistance with any issues that may arise during tenancy:**

When the Statewide Housing Coordinator is contacted by the Property Manager about a Tenant in an SRN Unit, the Statewide Housing Coordinator will contact the appropriate local human services agency, as set forth above.

It is then the responsibility of that local support services agency to make direct contact with the Tenant in question. The Tenant may refuse to interact with the local support services agency, and that is the Tenant's right. However, when the Tenant accepts the local support services agency's outreach efforts, that agency should work with the Tenant to:

- a. Connect the Tenant with any appropriate services offered by the agency itself,
- b. Refer the Tenant to other service providers in the community as needed, and
- c. Encourage the Tenant to maintain communication with both the Property Manager and the local human services agency to develop solutions if there are problems that need to be addressed.



## B. Screening

1. How the Property Manager will screen referrals:

The Property Manager shall follow the same income, credit, criminal record, rental history and other screening procedures for all prospective Tenants of the Project. When applicant prospective Tenant is turned down based on failure to meet screening criteria, the prospective Tenant has the right to ask for a reasonable accommodation under federal fair housing laws.

2. How the Property Manager will evaluate requests for reasonable accommodations and modifications:

It is the responsibility of Property Manager to share screening criteria and the lease with the Statewide Housing Coordinator (who will, in turn, share the criteria with local support services agency) so that the applicable agency will be prepared to assist with requests for reasonable accommodations or modifications when necessary.

The Property Manager is legally required to consider requests for reasonable accommodations or modifications made by people with disabilities. The prospective or current Tenant's local human services agency providing supportive housing services should work with the prospective or current Tenant to ensure that the request is reasonable and that it is well documented.

3. How the Property Manager will maintain contact with the Statewide Housing Coordinator during tenancy:

The Property Manager will contact the Statewide Housing Coordinator when:

- a. There is an anticipated vacancy in an SRN Unit, through the Periodic Poll or
- b. A problem arises with, or there is a concern or request regarding, a Tenant in an SRN Unit through direct communication with the Statewide Housing Coordinator.

## C. Communication

The Owner, Property Manager and the Statewide Housing Coordinator shall maintain communication to accommodate staff turnover during the Compliance Period. The Owner, Property Manager and the Statewide Housing Coordinator are expected to return one another's phone calls and emails as promptly as possible to ensure that prospective and current Tenants are offered the support they may need to obtain and maintain their tenancy, and to minimize vacancies in SRN Units. The Owner, Property Manager and the Statewide Housing Coordinator should supply primary and backup contact information to one another by responding to the Periodic Poll. This measure will help to ensure that in the event of staff turnover or absence, there will always be a contact at each agency that can support referrals to SRN Units.

**\*\*The Authority reserves the right, at its sole discretion, to require changes to this Plan. A Project's Financing from the Authority is contingent upon the Authority's approval of this Agreement, including Exhibit B.**



# TENANT SELECTION PLAN

## Other Programs

(Non-Section 8 and 236 Programs)

Sugar Creek Crossing  
DEVELOPMENT NAME

211 Joanie Lane  
ROBINSON, ILLINOIS 62454  
DEVELOPMENT ADDRESS

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## TENANT SELECTION PLAN

### For Other Programs

(Non-Section 8 and 236 developments)



HUDA Identification Number: 11712

SUGAR CREEK CROSSING  
"Development"

Oak Field Place, LP  
Owner's Name (the "Owner")

HOUSING AUTHORITY OF CHAMPAIGN COUNTY  
Managing Agent's Name (the "Management")

#### I. INTRODUCTION

This Tenant Selection Plan (this "Plan") outlines the procedures that will be followed in selecting tenants for the Development. Management is responsible for implementing these procedures.

#### A. Development Description (Check the one that applies)

- The Development does not offer subsidized rents.
- The Development offers subsidized rents. This means the rent that a tenant pays is based upon the tenant's household income. Therefore, the rent paid by tenants may vary among tenants as well as from time to time for an individual tenant. The rents attached to this Plan as Exhibit A reflect the market or contract rent for the Development and not the typical tenant portion of the rent. (Subsidized rents are usually made available through participation in one of two housing programs: (i) the HUD Section 8 program or (ii) the HUD 236 program which are further augmented by either the Rent Supplement or Rental Assistance programs. Both of these programs have household income limitations.)

In addition, the Development  does  does not accept Housing Choice Vouchers (Check the one that applies)

#### B. Tenant Type

The Development is designated as housing for: (check all that apply)

- Elderly  Family & Special Needs
- Special Needs Family  Elderly & Special Needs
- Family

If the "Elderly" or "Special Needs" designation is selected, the age restriction, for the units designated Elderly, will be:  
(Check the one that applies)

- 55 and above (households whose head or spouse or sole member is at least 55 years of age) or,
- 55 and above (one person 55 years of age or older) or,
- 62 and above (all members of the household are 62 years of age) or,
- 62 and above (households whose head or spouse or sole member is at least 62 years of age) (this is only available to developments participating in a HUD housing program), or
- Other (please describe) \_\_\_\_\_

If any of the "Special Needs" designations is selected, the Development is serving the following special needs population(s):  
(Check all that apply)

- Battered Women
- Disabled
- HIV/AIDS
- Homeless
- Foster Care Families
- Transient Families
- Other (please describe) \_\_\_\_\_
- Developmentally Disabled
- Physically Disabled
- Ex-offenders
- Substance Abusers
- Mentally Ill

**C. Unit Distribution**  
**1. Development (Start-Up only)**

The Development will offer 30 rental units.  
This  includes  does not include a management unit.  
(Check the one that applies)

The income limitations of these units are as follows:  
Market rate (no income restriction) units  
0  
9 Units at 30% Median income  
34 Units at 60% Median income  
Units at \_\_\_\_\_% Median income  
Units at \_\_\_\_\_% Median income  
Manager unit(s) \_\_\_\_\_

**2. Development (Up and Running only)**

**Per Regulatory Agreement**  
(if applicable)

0 Market rate units  
9 Units at 30% Median income  
34 Units at 60% Median income  
Units at \_\_\_\_\_% Median income  
Units at \_\_\_\_\_% Median income  
Manager unit(s) \_\_\_\_\_

**Per Extended Use Agreement**  
(if applicable)

0 Market rate units  
9 Units at 30% Median income  
34 Units at 60% Median income  
Units at \_\_\_\_\_% Median income  
Units at \_\_\_\_\_% Median income  
Manager unit(s) \_\_\_\_\_

**3. Other Agreements**

**Per SRN Written Agreement**  
(if applicable)

0 Market rate units  
2 Units at 30% Median income  
Units at \_\_\_\_\_% Median income  
Units at \_\_\_\_\_% Median income  
Units at \_\_\_\_\_% Median income  
Units at \_\_\_\_\_% Median income  
Manager unit(s) \_\_\_\_\_

**Per Section 811 PRA Contract**  
(if applicable)

0 Market rate units  
Units at \_\_\_\_\_% Median income  
Units at \_\_\_\_\_% Median income  
Units at \_\_\_\_\_% Median income  
Units at \_\_\_\_\_% Median income  
Units at \_\_\_\_\_% Median income  
Manager unit(s) \_\_\_\_\_

**D. Rent Structure**

The current rent structure for the Development, by unit size and income distribution, is attached to this Plan as Exhibit A.

**E. Civil Rights and Nondiscrimination Requirements**

**1. General**

Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants on the basis of race, color, national origin, sex, disability, religion, and familial status. The Illinois Human Rights Act addressing fair housing prohibits discrimination against applicants or tenants on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, gender identity or unfavorable discharge from military service.

HUD's Office of General Counsel issued a memo dated April 4, 2016, which is guidance concerning how the Fair Housing Act applies to the use of criminal history by providers or operators of housing and real-estate related transactions

The remaining paragraphs in this section provide brief descriptions of key federal civil rights laws regarding fair housing and accessibility.

Owner and Management shall be familiar and comply with the regulations implementing these applicable federal civil rights laws and any state civil rights laws or local ordinance regarding fair housing and accessibility.

**2. Fair Housing Act**

Fair Housing Act Amendments of 1988 ("Fair Housing Act") prohibits discrimination in housing on the basis of race, color, religion, sex, disability, familial status and national origin regardless of any federal financial assistance.

Under the Fair Housing Act, Owner and Management shall not take any of the actions listed below based on race, color, religion, sex, disability, familial status and national origin:

- a. Deny anyone the opportunity to apply to rent housing, or deny to any qualified applicant the opportunity to lease housing suitable to his or her needs;
- b. Provide anyone housing that is different from that provided to others;
- c. Subject anyone to segregation, even if by floor or wing;
- d. Restrict anyone's access to any benefit enjoyed by others in connection with housing program;
- e. Treat anyone differently in determining eligibility or other requirements for admission, in use of the housing amenities, facilities or programs, or in the terms and conditions of a lease;
- f. Deny anyone access to the same level of services;
- g. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
- h. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons; and
- i. Retaliate against, threaten, or act in any manner to intimidate someone because he or she has exercised rights under the Fair Housing Act.

Fair Housing Act provides additional protections for persons with disabilities. It requires that the Management make reasonable accommodations in rules, policies, practices, or services as may be necessary to afford handicapped persons equal opportunity to use and enjoy a dwelling. Moreover, it contains specific accessibility requirements that apply to the design and construction of new multi-household housing.

Owner of federally assisted housing program shall display the Fair Housing poster required by the Fair Housing Act.

**3. Title VI of the Civil Rights Act of 1964**

Title VI of the Civil Rights Act of 1964 prohibits all recipients of federal financial

assistance from discriminating based on race, color or national origin.

**4. Age Discrimination Act of 1975**

Age Discrimination Act of 1975 (the "Age Discrimination Act") prohibits discrimination based upon age in federally assisted and funded program, except in limited circumstances. It is not a violation of the Age Discrimination Act to use age as screening criteria in a particular program if age distinctions are permitted by statute for that program or if age distinctions are a factor necessary for the normal operation of the program or the achievement of a statutory objective of the program or activity.

**5. Section 504 of the Rehabilitation Act of 1973 (for HOME and CDBG programs)**

Section 504 of the Rehabilitation Act of 1973 ("Section 504") prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions of the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on the Owner to make their programs as a whole, accessible to persons with disabilities. Section 504 obligations include the following:

- a. Making and paying for reasonable structural modifications to units and/or common areas that are needed by applicants and tenants with disabilities, unless these modifications would change the fundamental nature of the project or result in undue financial and administrative burdens;
- b. Operating housing that is not segregated based upon disability or type of disability, unless authorized by federal statute or executive order;
- c. Providing auxiliary aids and services necessary for effective communication with persons with disabilities;
- d. Performing a self-evaluation of Management's programs and policies to ensure that they do not discriminate based on disability; and
- e. Developing a transition plan to ensure that structural changes are properly implemented to meet program accessibility requirements.
- f. Section 504 also establishes accessibility requirements for newly constructed or rehabilitated housing, including providing a minimum percentage of accessible units.

If the Owner, Management and Development employ 15 or more persons, regardless of their location or duties, a Section 504 Coordinator must be designated.

Does the Section 504 Coordinator requirement apply?

(Check the one that applies)

Yes  No

If "yes" was checked, indicate the name of the Section 504 Coordinator:

Name: Robyn Dodd

Telephone Number: 217-378-7100

TDD Number: 217-378-7113

6. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (for HOME and CDBG programs)

Effective March 5, 2012, HUD implemented new regulations intended to ensure that HUD's core housing programs are open to all eligible persons regardless of actual or perceived sexual orientation, gender identity or marital status (HUD Notice 2015-01).

Owners and operators of HUD-assisted housing, or housing whose financing is insured by HUD, must make housing available without regard to sexual orientation, gender identity, or marital status.

All otherwise eligible families, regardless of marital status, sexual orientation, or gender identity, will have the opportunity to participate in HUD programs.

Owners and operators of HUD-assisted housing or housing insured by HUD are prohibited from asking about an applicant or occupant's sexual orientation and gender identity for the purpose of determining eligibility or otherwise making housing available.

7. Executive Order 13166 – Limited English Proficiency (for HUD programs only)

Executive Order 13166 requires Owner/Management to take reasonable steps to ensure meaningful access to the information and services they provide for persons with limited English proficiency. This may include interpreter services and/or written materials translated into other languages.

8. Violence Against Women and Justice Department Reauthorization Act of 2005 & 2013 (for Tax Credit, HOME, ICAP and 1602 developments only)

Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA 2005, and reinstated in the HUD Reauthorization Act of 2013) protects victims of domestic violence, dating violence or stalking, as well as their immediate family members generally, from being evicted or being denied housing assistance if an incident of violence is reported and confirmed.

Owner/Management responding to an incident of actual or threatened domestic violence, dating violence or stalking that could potentially have an impact on a tenant's participation in the housing program may request in writing that an individual complete, sign and submit within 14 business days of the request, the HUD-approved certification form (HUD-91066).

Alternatively, in lieu of the certification form or in addition to it, Owner/Management may accept (i) a federal, state, tribal, territorial, or local police record or court record or (ii) documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the victim has sought assistance.

Owner/Management is encouraged to carefully evaluate abuse claims as to avoid conducting an eviction based on false or unsubstantiated accusations.

9. Military Status Discrimination (Chicago Only)

Chicago has amended its Human Rights Ordinance and Fair Housing Ordinance to prohibit discrimination targeting current and former members of the military in all areas under the Commission's jurisdiction: employment, public accommodations, credit transactions, bonding, and housing. This protection extends to any individual who is on active duty, or in any reserve component of any branch of any state or Federal armed forces, or a veteran. The amendments apply to actions taken on or after March 6, 2016.

II. PREFERENCES

A. Establishing Preferences

Preferences are not permitted if they in any way negate affirmative marketing efforts or fair housing obligations. The following preferences apply to the Development:

1. Existing Tenant Preferences

The following actions are always given priority if applicable. If not, State Mandated Preferences take precedence.

- a) A unit transfer because of household size.
- b) A unit transfer based on the need for an accessible unit.
- c) A unit transfer of a non-handicapped individual living in a handicapped accessible unit to accommodate a handicapped applicant on the Waiting List (as defined below). A lease addendum (**Exhibit B**) will be entered into with non-handicapped tenant living in a handicapped accessible unit.

2. State Mandated Preferences

The Development must comply with the three Illinois mandatory preferences required in Section 11 and 12 of 20 ILCS 3805 as described below

- a) Displaced from an urban renewal area
- b) Displaced as a result of a governmental action.
- c) Displaced as a result of a major disaster.

3. Optional Preferences

In addition to the preferences mandated by the State of Illinois and the Existing Tenant Preferences listed above, the Development may establish the following Preferences and Existing Tenant Preferences. *(Check all that apply and rank in the order of highest preference (1) to lowest preference):*

- a) HUD Pre-approved Preferences
  - i Preference for Working Families  Order # \_\_\_\_\_
  - ii Preference for Persons with Disabilities  Order # \_\_\_\_\_
  - iii Preference for Victims of Domestic Violence  Order # \_\_\_\_\_
  - iv Preference for elderly, displaced, homeless, or disabled single person over other single persons  Order # \_\_\_\_\_
- b) Residency Preferences (with HUD approval)  Order # \_\_\_\_\_
- c) Local Preference (as established by PHA/PSH)  Order # 2 \_\_\_\_\_
- d) Existing Tenant Transfers (other)  Order # 1 \_\_\_\_\_  
Including, but not limited to a change in household composition, a deeper rent subsidy, or for medical reasons certified by a doctor.

**B. Verification of Preferences**

The State Mandated Preferences will be verified by third party verification (Exhibit C). Third party verification will also be utilized if the Owner has adopted any of the Former Federal Preferences. If Management has selected any of the optional preferences and will not be using third party verification the following means of verification will be utilized:

Document review.

**C. Selection of Families for Participation**

1. An eligible applicant who qualifies for a preference will receive housing before any other applicant who is not so qualified. These preferences take precedence over other applicants' place on the Waiting List, or date of submission of application.

2. Applicants will be informed of the availability of preferences, and will be given an opportunity to certify that they qualify for a preference. Applicants may claim a preference at any time during the application process.

**D. When a Preference is Denied**

1. If it is determined that an applicant does not meet the criteria for receiving a preference, the applicant will promptly receive a written notice of this determination from Management (Exhibit D). The notice will contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with the Management's designee to review this decision. If the applicant requests a meeting, it will be conducted by a person or persons designated by Management.

2. Denial of a preference does not prevent the applicant from exercising any legal rights the applicant may have against Management and/or Owner.

**E. Exceptions to the Preference Rule**

1. **Relocation and/or Unit Transfers:**  
Management must give priority to current households  
i) when their units are designated for rehabilitation and/or  
ii) for current households residing in a unit within the Development that has been designated as uninhabitable by federal, state, local municipalities or Management due to fire, flood or other natural disaster.

**III. PRE-APPLICATION CARD PROCESSING**

*(Please check which method will be used)*

The Development will use pre-application cards or:

The Development will use pre-applications.

**A. Distribution of Pre-Application Cards or Pre-Applications**

1. A letter will be sent to households who respond to the marketing efforts (Exhibit E). This letter will include a Pre-Application Card or Pre-Application (Exhibit F) to be completed and mailed to Management. This letter will also inform persons about the Development's preferences and will indicate that all applicants will be given an opportunity to show that they qualify for a preference.
2. The letter will state that those persons qualifying for a preference will receive housing before any other applicant who is not so qualified.
3. In addition, the letter will inform all applicants that for those persons not claiming a

preference, screening will be conducted according to the order in which the Pre-Application Cards or Pre-Applications are received.

4. All returned Pre-Application Cards or Pre-Applications will be logged in, indicating the time and date received (Exhibit G). The Pre-Application log will indicate whether the applicant has claimed a preference or has requested a handicapped accessible unit.

**B. Processing Pre-Application Cards or Pre-Applications**

1. Pre-Application Cards or Pre-Applications will be filed in the order of receipt. In addition, Pre-Application Cards or Pre-Applications will also be categorized according to preferences, unit size and Special Occupancy Categories (as described in Section XI).

2. All persons making inquiries will be provided a Pre-Application Card or Pre-Application with instructions to mail this Pre-Application Card or Pre-Application to Management. Pre-Application Cards or Pre-Applications received after initial sorting will be categorized in accordance with the process stated above.

3. For Developments beginning their initial marketing efforts (start-up), no Pre-Application Cards or Pre-Applications will be accepted after the date on which 95% occupancy of the Development has been reached and the applicable Waiting List has been closed.

4. For Developments, which have completed their initial marketing efforts (Up and Running), no Pre-Application Cards or Pre-Applications will be accepted after the date on which the applicable Waiting List has been closed.

5. All Pre-Application Cards or Pre-Applications will be retained on-site permanently.

**IV. WAITING LIST(S) PROCEDURES**

**A. Creation of Waiting Lists**

If an applicant is eligible for tenancy, but no appropriately sized unit is available (as referred to in Section VII), Management will place the applicant on a waiting list (the "Waiting List") for the Development (Exhibit H). The Waiting List(s) will be maintained in either:  
*(Check the one that applies)*

- A bound ledger (manually)
- A computer program (electronically)

The Waiting List(s) will contain the following information for each applicant listed:

1. Applicant name
2. Household unit size (number of bedrooms, household qualifies for under site occupancy standards)  
*(NOTE: applicant may qualify for multiple unit sizes)*
3. Date and time application received
4. Qualification for any preferences and ranking
5. Annual income level
6. Targeted program qualifications
7. Accessibility requirements
8. Number of persons in household

The Waiting List will be maintained in accordance with the following guidelines:

- The pre-application or pre-application card will be a permanent file.
- All applicants will be maintained in order of preference. Applications equal in



preference will be maintained by date and time sequence.

**B. Changes In Income or Household Composition**

When placed on the Waiting List, applicants will be informed to notify Management when the following changes occur:

- Address and/or phone number
- Household composition
- Preference status
- Income (Optional)

If an applicant's income changes to an amount which is no longer eligible, written notice will be given advising the applicant that: (1) they are not presently eligible; (2) the applicant could be eligible if the household income decreases, the number of household member changes, or the Income Limit changes; and (3) they may choose to remain or not remain on the Waiting List.

If an applicant's household composition changes resulting in a need for a different apartment size, Management will, upon notification by applicant, place the applicant on the appropriate Waiting List. Management's policy for handling changes in household composition are indicated below: (check the one that applies)

- Applicant will maintain original application date. (Applicant will be placed on new bedroom list according to original application date.)
- Applicant will receive new application date based on redetermination. (Applicant will be placed at bottom of new bedroom list.)

**C. Contacting Persons on the Waiting Lists**

1. Applicants on the Waiting List will be contacted as follows

When a unit becomes or will become available within 60 days, Management will select the next applicant who meets applicable preference criteria or whose name is chronologically at the top of the appropriate Waiting List. Management will contact the selected applicant utilizing the following procedure: (i.e. certified mail, regular mail, telephone or other.) Modifications will be made to reasonably accommodate persons with disabilities who request or require such modifications.

Applicants will be contacted by e-mail and/or by telephone. If the e-mail or phone number is no longer valid, a letter will be sent regular mail to the address on the application.

Applicants, who respond timely and accept the offered unit, will be contacted to schedule an interview. This represents the beginning of the screening process. Those applicants who do not respond timely or who do not accept the offered unit will be processed in the manner indicated below:

- a. If Management does not receive a response within 5 days, the applicant will forfeit the opportunity to apply for the offered unit. (check the one that applies)
  - and will be removed from the applicable Waiting List.
  - but will remain at the top of the applicable Waiting List. When a second unit becomes available, Management will again attempt to contact the applicant and will explain that if the applicant does not respond within \_\_\_ days or fails to accept the second unit, the applicant's name will be removed from the applicable Waiting List.
  - (Other)

- b. If Management receives a timely response but the applicant rejects the first offered unit, the applicant (check the one that applies)
  - will be removed from the applicable Waiting List.
  - will remain at the top of the applicable Waiting List. When a second unit becomes available, Management will again attempt to contact the applicant and will explain that if the applicant does not respond within \_\_\_ days or fails to accept the second unit, the applicant's name will be removed from the applicable Waiting List.
  - (Other)

2. If, after an interview has been scheduled, the applicant fails to attend or to contact Management to reschedule the interview, the policy regarding how applicants will be addressed is: (Please indicate Management's policy below.)

Applicants failing to attend a scheduled interview without contacting management shall be withdrawn from the waiting list.

**D. Updating the Waiting Lists**

1. The Waiting List will be updated at least once every twelve months in the following manner:

- A letter will be sent via regular/certified mail to each applicant on the Waiting List(s) (Exhibit I). The letter will include a Reply Card (Exhibit J) to be returned if the applicant is still interested in living at the Development. The applicant will be given 5 days (excluding weekends and designated federal holidays) from the date the letter was mailed in which to respond. If no response is received, the applicant's Pre-Application Card will be removed from the Waiting List and a letter will be sent informing the applicant of this action. If the letter is returned with a forwarding address, it will be re-mailed to the address indicated and a new response time same as above will begin.
- (Other)

All application updates shall be completed via the on-line application update system by computer, tablets, or smart phones. Applicants will receive a notice via e-mail blast or regular mail if no e-mail is available advising of the timeline to update applications, the process for updating, and locations where assistance will be provided if needed. HACC will provide assistance at its central office lobby computer center for anyone with special needs who is unable to complete the on-line process.

2. After each of the Waiting List(s) are updated based on the Reply Cards returned, an acknowledgement letter (Exhibit K)  will  will not (Check the one that applies) be sent to each applicant. It is the applicant's responsibility to notify the Management office of any change in address, telephone number or telephone device for the deaf (TDD) number (if applicable).

3. If it is determined an applicant failed to respond to a Waiting List update due to a disability and such applicant was either removed or lowered on the Waiting List, the applicant must be reinstated at the original place on the Waiting List.

**E. Closing and Re-Opening the Waiting Lists**

1. **Closing the Waiting Lists)**

The Waiting List(s) for the Development will be closed when the following occurs:

When management has determined that sufficient applications have been received that can be served in the next twelve months.

When Management decides to close the Waiting List(s), future applicants will be advised that the Waiting List(s) are closed and additional applications will not be taken. When Management decides to no longer accept applications, a notice to that effect will be published in the following publication(s):

Notification of opening and closing the wait list will be posted on the HACC website and blasted via social media. A notice will also be published in the News-Gazette. All notices will include both the open date and time as well as the close date and time.

The notice must state the reasons for the Management's refusal to accept additional applications.

2. **Re-opening the Waiting Lists)**

Prior to each re-opening of the Waiting List(s), a notice, announcing the re-opening and providing information on the rules regarding how, when, and where to apply, will be placed in the advertisements/publications listed below:

Note: IHDA now requires all Tenant Selection Plans to include ILHousingSearch.org which is a Housing Locator Resource for Marketing. Please print screen shot of Property Profile and attach to TSP as proof of enrollment in ILHousingSearch.org.

Attached is the Property Profile from ILHousingSearch.org

The Waiting List(s) will be re-opened when the following occurs:

When management determines that there are inadequate applicants on file to fill protected vacancies in the next twelve month period.

Notification of reopening and closing the waiting list will be posted on the HACC website and blasted via social media. A notice will also be published in the News-Gazette. All notices will include both the open date and time as well as the close date and time.

3. **Affirmative Marketing Plan Requirements**

Management will affirmatively market the Development in its outreach efforts during the re-opening of the Waiting List(s). Management will provide a copy of the Affirmative Fair Housing Plan to applicants upon request for review.

V. **THE INTERVIEW SCREENING PROCESS**

A. **Application Requirements**

The following information will be used to determine program eligibility for anyone who is seeking housing at the Development:

Live in aides, new household members and police officers, security personnel or managers residing in HUD subsidized units will be subject to same screening for drug abuse and other criminal activity applied to other applicants.

1. The head of household must complete a written application certifying the accuracy of all

information that is provided. The applicant will be provided with the appropriate disclosures concerning the Privacy Act (5 U.S.C. § 552a). In addition to providing applicant(s) the opportunity to complete applications at the Development, Management may also send out and receive applications by mail. Management shall accommodate persons with disabilities who, as a result of their disabilities, cannot utilize the Management's preferred application process by providing alternative methods of taking applications.

- 2.  A credit report will be ordered.
- A credit report will not be ordered.

- 3.  A criminal background search will be obtained.
- A criminal background search will not be obtained.

- 4. Verification of employment, income, bank accounts, and other assets, etc., is required as applicable for each applicant.

- 5. Verification of previous housing, for 0 years, is required. This will include references from previous landlords. If applicable, it will also include verification for those who were homeowners or lived with parents or guardians. Applicants will not be rejected solely for a lack of rental history.

- 6. Verification of Social Security Numbers for all members of the household is required.

- 7. Other: All verification requirements under the MTW Project Based Voucher program as stipulated in HACC's Administrative Plan.

B. **Home Visits**

Home Visits will be conducted to inspect the current dwelling of the applicant to determine that the housekeeping practices are acceptable. Details of this process are outlined in Exhibit L. Home Visits will be conducted for all applicants who reside within \_\_\_\_\_ miles of the Development. Home Visits will be conducted for every applicant household reaching the final stages of the approval process.

Home Visits will not be conducted.

C. **Completion of Application Process**

All applications will be processed within thirty days after the date of the applicant's initial interview or within five business days of receipt of all required documentation, whichever is later (excluding weekends and designated federal holidays).

VI. **ELIGIBILITY REQUIREMENTS**

A. **Income**

The annual gross income of the applicant(s) must be equal to or less than the income limit established by the applicable program's administrative rules for the appropriate household size.

B. **Date of Birth**

Dates of birth must be disclosed for all household members.

C. **Social Security Numbers**

The head of household/spouse/co-head must disclose Social Security Numbers for all household members. An explanation of acceptable documentation is provided in Addendum

1 attached to this Plan.

**D. Student Eligibility Requirements (for Tax Credit only)**

Households consisting entirely of full-students are not eligible for Tax Credits unless the household is income eligible and one or more of the following exceptions applies to the household:

1. All members of the household are married (they do not need to be married to each other) and are entitled to file a joint tax return.
2. The household consists of single parent(s) and their child (or children) and no one in the household is a dependent of a third party.
3. At least one member of the household receives assistance under Title IV of the Social Security Act (i.e. TANF).
4. At least one member of the household is participating in an officially sanctioned job training program.
5. At least one member of the household was formerly in foster care.

Full-time status for purposes of the LIHTC program includes attendance at regular facilities for five or more months during the calendar year in which the taxable year of the taxpayer begins.

**VII. OCCUPANCY STANDARDS**

The unit must have enough space to accommodate the household. Occupancy standards must comply with federal, state and local occupancy standards, and/or laws in connection with occupancy requirements, fair housing and civil rights laws, as well as landlord-tenant laws and zoning restrictions.

1. For the purpose of determining the unit size for which a household may be eligible, the following will be counted as members of the household:

- a. Fulltime household members
- b. Unborn children
- c. Children in the process of being adopted
- d. Children whose custody is being determined
- e. Foster children
- f. Children temporarily in a foster home
- g. Children in joint custody 50% of the year or more
- h. Children away at school but home for recess
- i. Live in aides
- j. Foster adults

The Occupancy Standards for the development are:

1. Bedroom - Head and/or Co-Head of Household
2. Bedroom - Head and/or Co-Head, two related individuals of different generations, two unrelated individuals of opposite sex, single individual with a verified live-in care attendant, single individual with a medically verified reasonable accommodation.

2. Upon request, an applicant or resident may be placed on as many of the Development's Waiting List(s) that the household size qualifies.

3. A household may be required to provide proof of custody of related or unrelated occupants in order to be considered for a change in unit size.

**VIII. SECURITY DEPOSITS**

If applicable, a security deposit equal to one month's total tenant payment or tenant rent will be collected. The security deposit must be paid upon signing the lease for the unit. The amount of the security deposit established at move-in does not change when a tenant's rent changes.

**Note:** The owner may collect the security deposit on an installment basis (HUD Handbook 4350.3 - Chapter 6, Section 2).

**IX. REJECTION CRITERIA**

The ability of the applicant to fulfill lease obligations will be considered. An applicant may be rejected for one or more of the following reasons:

**A. Insufficient/Inaccurate Information on Application**

Refusing to cooperate fully in all aspects of the application process or supplying false information will be grounds for rejection.

**B. Credit and Financial Standing**

1. Unsatisfactory history of meeting financial obligations (including, but not limited to timely payment of rent, outstanding judgments or a history of late payment of bills) will be considered. If an applicant is rejected based on the credit report, they will be provided with the reasons for rejection and given the name of the credit bureau that performed the credit check. Applicants will also be given two weeks to dispute any information on the credit report.

2. The inability to verify credit references may result in rejection of an applicant. Special circumstances will be considered in which credit has not been established (income, age, marital status, etc.) and lack of credit history will not cause an applicant to be rejected. In such circumstances, a person with a history of creditworthiness may be required to guarantee the lease.

3. The applicant's financial inability to pay his/her monthly contribution toward the rent of the unit may be assessed. Ordinarily, the total of the applicant's monthly contribution plus other long-term obligations (payments extending more than twelve months) should be less than 50% of his/her monthly gross income. Income ratios may be considered in the context of the applicant's credit and employment history and potential for increases in income.

**C. Criminal Convictions/Current Drug Use**

1. Applicants who fall into the following categories will be rejected

- a) any household in which any member uses marijuana, or whose use of marijuana, or current addiction to or engagement in the illegal use of a controlled substance interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents will be denied admission and, if an occupant, will be subject to termination of tenancy.
- b) any household containing a member(s) who was evicted in the last three years from housing for drug-related criminal activity. Exception: if the evicted household member has successfully completed an approved supervised drug rehabilitation or the circumstances leading to the eviction no longer exist (e.g. the household member no longer resides with the applicant household).
- c) any household member that is subject to a state sex offender lifetime requirement. In order to comply with this provision, a criminal background check will be conducted on all applicants over the age of 18 that includes a check of all state sex offender registration program lists, or a national registration list that includes the information from all states.
- d) any household member for whom there is reasonable cause to believe that

the member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents. The screening standards must be based on behavior, not the condition of alcoholism or alcohol abuse

2. Applicants who fall into the following categories may be rejected. In addition, if other persons that will be living in the unit fall into these categories, the applicant may be rejected. **Note:** The owner shall ensure that the relevant "reasonable" time period is uniformly applied to all applicants in a non-discriminatory manner and in accordance with applicable fair housing and civil rights laws.

- a) criminal convictions that involved physical violence to persons or property, or endangered the health and safety of other persons within the last 3 year(s).
- b) criminal convictions in connection with the manufacture or distribution of a controlled substance within the last 1 year(s) or
- c) Other \_\_\_\_\_

**D. Household Characteristics**

Household size or household characteristics were not appropriate for the specific type of unit available at the time of application.

**E. Sanitary Housekeeping**

Housekeeping will be considered because home visits are conducted. Housekeeping criteria are not intended to exclude households whose housekeeping is only superficially unclear or disorderly if such conditions do not appear to affect the health, safety or welfare of other residents.

Housekeeping will not be considered because home visits are not conducted

**F. Exception to Rejection Criteria**

The development has adapted the following policy regarding Extenuating Circumstances. **Note:** Additional references include the Guidance for PHAs and Owners of Federally-Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions, HUD Notice H 2015-10 dated November 2<sup>nd</sup>, 2015. Additionally, HUD Memo dated April 4, 2016, Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions.

Extenuating circumstances will be considered in cases when applicants would normally be rejected. The applicants will have to provide, in writing, the circumstances under which he/she will be an acceptable resident in the future.

**If the applicant is a person with disabilities, Management must consider extenuating circumstances where this would be required as a matter of a Reasonable Accommodation.**

**X. REJECTION PROCEDURES**

**A. Written Notification**

Each rejected applicant will be promptly notified in writing of the reason(s) for rejection (**Exhibit M**). This notice will advise the applicant that he/she may, within 14 days of receipt of the notice (excluding weekends and designated federal holidays), respond in writing or request to meet with Management to discuss the notice.

**B. Review of Rejected Applications**

The applicant will have 14 days (excluding weekends and designated federal holidays) to respond in writing or request a meeting to discuss the rejection. Any meeting with the applicant or review of the applicant's written response will be conducted by a member of Management's staff who did not participate in the decision to reject the applicant.

If the applicant appeals the rejection, the applicant will be given a final written decision from Management within five days (excluding weekends and designated federal holidays) of the applicant's written response or meeting. If the decision is reversed, the applicant will be offered a suitable vacant unit. If no such unit is available, the applicant will be offered the next appropriate unit.

**XI. SPECIAL OCCUPANCY CATEGORIES**

Applicants will be interviewed and processed as authorized in Sections V through VIII, with exceptions made as follows:

**A. Persons with Disabilities**

An applicant with disabilities will be given priority for an accessible unit if such applicant deems that this type of unit is appropriate for their household. If the household determines that the accessible unit is not appropriate for the household's needs, the household's name will be returned to its place on the Development's Waiting Lists, as applicable.

**XII. POST-SELECTION TENANCY REQUIREMENTS**

**A. Annual Recertification Requirements**

Owners are required to conduct and tenants are required to submit to a recertification of household income and composition at least annually (applicable per program guidelines). Owners must then recalculate the tenants' rents and assistance payments, if applicable, based on the information gathered.

Owner must inform tenants, through written notices, about the tenants' responsibility to provide information about changes in family income or composition necessary to properly complete an annual recertification. These notices include information on the recertification process, requirements, and timelines.

**B. Interim Recertification Requirements**

To ensure that assisted tenants pay rents commensurate with their ability to pay, tenant must supply information required by the Owner or HUD for use in an interim recertification of family income and composition in accordance with HUD requirements. All tenants must notify the owner when:

1. A family member moves out of the unit;
2. The family proposes to move a new member into the unit;
3. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment; or
4. The families' income cumulatively increases by \$200 or more per month. In addition, tenants may request an interim recertification due to any changes occurring since the last recertification that may affect their total tenant payment or tenant rent and assistance payment for the tenant, including decreases in income, increases in allowances (i.e., increases medical expenses and higher child care costs), and other changes affecting the calculation of a family's annual or adjusted income including but not limited to a family member turning 62 years old, becoming a full-time student, or becoming a person with a disability. Rev. 10/13/2015 pg. 26

**C. Unit Inspections**

**1. Move-In Inspection**

Owner will perform a move-in inspection with tenant prior to execution of a lease using a form to indicate the condition of the unit. The move-in inspection form must be attached to and made a part of the lease agreement. The condition of the unit must be decent, safe, sanitary, and in good repair. If cleaning or repair is required the Owner must specify on the inspection form the date by which the work will be completed. The date must be no more than 30 days after the effective date of the lease. Both the Owner and tenant must sign and date the inspection form. The tenant has 5 days to report any additional deficiencies to the Owner to be noted on the move-in inspection form.

**2. Move-Out Inspection**

Owner will complete a move-out inspection with tenant, if the tenant is available and willing to participate. Upon a tenant's request, he/she must be allowed to attend the move-out inspection conducted by Owner. If a tenant does not wish to participate, the Owner may do the inspection alone. If an Owner determines that the unit is damaged as a result of tenant abuse or neglect, Owner may use the security deposit to cover repair costs in compliance with all applicable local and state laws.

**3. Housekeeping Inspections**

Owner reserves the right to conduct annual inspections as part of the annual recertification process. In addition, where there is reasonable cause to believe that tenant has poor or unsafe housekeeping habits, Owner reserves the right to conduct periodic inspections to ensure that the housing remains decent, safe, and sanitary.

**D. Implementation of House Rules**

The Owner has established written House Rules which are an attachment to every lease agreement. These House Rules shall be compliant with HUD requirements and will not discriminate against individuals based upon membership in any federal, state or local protected class. (See Section E - 2 on page 4 for a list of protected classes).

Owners must give tenants written notice 30 days prior to implementing any new house rules.

**XIII. AMENDING THE TENANT SELECTION PLAN**

This Plan may be amended only with the prior written approval of the Illinois Housing Development Authority.

**XIV. CERTIFICATION**

By signing this Plan, Management certifies that the contents of this Plan will be followed as written, and that no other Tenant Selection Plan has been executed for the Development at this time, or will be executed in the future without written approval from the Illinois Housing Development Authority. **Counterparts and Electronic Signatures:** This Plan may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signed copy of this Plan transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Plan.

**MANAGEMENT:**

Entity Name: HOUSING AUTHORITY OF CHAMPAIGN COUNTY

Signature: \_\_\_\_\_

Print Name: DAVID A. NORTHERN, SR.

Title: EXECUTIVE DIRECTOR

Dated: APRIL 1, 2020

This Plan is acknowledged and agreed to

**OWNER:**

Entity Name: SUGAR CREEK CROSSING, LP  
SUGAR CREEK CROSSING, GP, LLC  
NORTH ARROW DEVELOPMENT MANAGING MEMBER

Signature: \_\_\_\_\_

Print Name: JOHN F. CRONIN

Title: PRESIDENT

Dated: APRIL 1, 2020

This Plan has been reviewed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**RENT STRUCTURE**

# of Units	Unit Type	Market Rate	Low-Income	Very Low-Income	Utility Allowance
	Studio				
36	1 Bedroom	0	29	7	N/A
7	2 Bedroom	0	5	2	N/A
	3 Bedroom				
	4 Bedroom				
	5 Bedroom				

**NOTE:** The rents shown above are the initial rents for the development. After the initial rents, this exhibit will be replaced with a copy of the most recently approved Rent Schedule for the Development.

**EXHIBIT B**

**LEASE ADDENDUM FOR ACCESSIBLE UNIT AVAILABILITY**

This addendum to the Lease Agreement between \_\_\_\_\_ (Lessor) and \_\_\_\_\_ (Lessee) entered into a lease agreement on \_\_\_\_\_ (Date)

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

The resident noted above has been offered an accessible unit and does not have handicaps requiring such a unit. The resident noted above hereby agrees, upon request of the landlord to transfer to a non-handicapped accessible unit to accommodate a person or person(s) on the wait list who have required such an accessible unit. The resident noted above will be responsible for all moving expenses they incur.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
(Lessor) Date Signed: \_\_\_\_\_  
\_\_\_\_\_  
(Lessee) Date Signed: \_\_\_\_\_  
Accepted: \_\_\_\_\_  
\_\_\_\_\_  
Owner or its Agent Date Signed: \_\_\_\_\_

**EXHIBIT C**

**VERIFICATION OF PREFERENCE STATUS**

Dear \_\_\_\_\_ (Applicant) SSN# \_\_\_\_\_ has applied for housing at \_\_\_\_\_ and has indicated that they are eligible for a housing preference given the following circumstance:

**1. State Preferences**

- A.  Displaced from an urban renewal area.
- B.  Displaced by a disaster, such as a fire or flood, that resulted in extensive damage or has destroyed the unit.
- C.  Displaced by an activity carried on by an agency of the United States or by any State or local government body or agency.

**2. Former Federal Preferences**

- A.  An action by an owner which resulted in the applicant's having to vacate his/her unit where:
  - \* the reason for the owner's action is beyond the applicant's ability to control or prevent.
  - \* the action occurred despite the applicant's having met all previously imposed conditions of occupancy.
  - \* the action taken is other than a rent increase.
- B.  Actual or threatened physical violence directed against applicant or one or more members of the applicant's household by a spouse or other member of the applicant's household; or, the applicant lives in a housing unit with such an individual who engages in such violence.
- C.  Applicant is living in substandard housing because: \_\_\_\_\_
- D.  Applicant lacks a fixed, regular, and adequate nighttime residence.
- E.  Applicant is paying \$ \_\_\_\_\_ in monthly rent which is greater than 50% of the household income.

In order to determine the preference status, we are required to verify the preference. Therefore, we would appreciate your completing the certification below and returning this form in the enclosed envelope. This information will be used only for purpose of determining the preference for this applicant.

Sincerely, I hereby authorize the release of the requested information.

Property Manager Signature of Applicant

(Please complete items below, sign and date)

I verify that (Applicant's) current living situation meets preference(s) as cited on the previous page.

Firm or Agency Name

Signature

Print Name Title Firm or Agency Address

Phone Number Date

EXHIBIT D

REJECTION LETTER FOR PREFERENCES

Re: Apartments

Dear:

In your recent application for Apartments, you indicated that you qualify for the following preference(s):

- Displaced from an urban renewal area
Displaced by a disaster, such as a fire or flood, that resulted in extensive damage or has destroyed the unit.
Displaced by an activity carried on by an agency of the United States or by any State or local government body or agency.
(List the preferences adopted by the owner)

After reviewing the documentation, which you submitted, we regret to inform you that you do not meet the criteria for receiving a preference based on the following reason(s):

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

Name

Address

City State Zip

Telephone (voice) Telephone (TDD)

If you feel this decision has been made in error and wish to provide additional documentation,

please contact the rental office at (voice) or (TDD).

Sincerely,

Property Manager



**EXHIBIT E**

**APPLICANT INQUIRY**

Date: \_\_\_\_\_  
Dear \_\_\_\_\_  
Thank you for your initial inquiry regarding housing at \_\_\_\_\_.  
Residents will be selected only from those eligible persons who make formal application. We had numerous inquiries for our apartments.

We are now accepting pre-application cards from interested households. If you are still interested in living at \_\_\_\_\_, please return the enclosed pre-application card by mail as soon as possible.

You may be eligible for a preference if one of the following conditions applies to you have been displaced from an urban renewal area; by a disaster, such as a fire or flood, or by an activity carried on by an agency of the United States or by any State or local government body or agency. (Also list the preferences adopted by the owner). Households qualifying for a preference will receive assistance before any other applicant households that are not so qualified. If you feel you qualify for a housing preference, complete the appropriate certification form attached to this letter and return it along with your pre-application card by mail.

For households not claiming housing preference, screening will be conducted according to the order in which the pre-application cards were received.

Interviews will be conducted at \_\_\_\_\_.  
Leasing personnel will be unable to see applicants prior to their scheduled interview. If you have any questions, we will be happy to answer them at the time of your interview.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone (voice) \_\_\_\_\_ Telephone (TDD) \_\_\_\_\_  
Sincerely,

Property Manager

**EXHIBIT E**

**PRE-APPLICATION CARD**

Date Received: \_\_\_\_\_ Time Received: \_\_\_\_\_  
Interested person for  1 BR  2 BR  3 BR  other \_\_\_\_\_  
(Check all that apply)  
Name (Head of Household): \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone (Home): \_\_\_\_\_ Phone (Work): \_\_\_\_\_  
Cell phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Would you be interested in a handicapped accessible unit?  Yes  No  
Do you feel you qualify for a housing preference?  Yes  No  
Do you live/work in the \_\_\_\_\_ Community?  Yes  No  
Annual Household Income: \$ \_\_\_\_\_ Date Apartment Needed? \_\_\_\_\_

Household data: Please list all persons who will occupy the unit:

Name	Age	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Optional and for Federally Subsidized Programs ONLY:**

**ETHNICITY:**  Hispanic or Latino  Non-Hispanic or Non-Latino

**RACE:**  Caucasian  African American  
 Asian  American Indian or Alaskan  
 Native  Native Hawaiian or Other Pacific Islander

**EXHIBIT G**

**PRE - APPLICATION CARD LOG  
IN ORDER OF RECEIPT**

Check All That Apply

Date Rec'd	Time Rec'd	Name	Unit Type	Housing Preference	Accessible Unit	Income Level - VLL/LM

**EXHIBIT H**

**SAMPLE WAITING LIST**

Date Rec'd	Time Rec'd	Head of Household	Unit Size	Income Level			Need for Accessible Unit		Comment/Contact	Remove/ Rejected Date	Move- In Date	Preference Type
				EL	VL	L	Y	N				
12/3/01	10:30 AM	Mary Tale	2	X					X			Working household preference: Elderly Preference
12/4/01	1:00 PM	Hiroshi Khara	2		X			X				

**EXHIBIT I**

**WAITING LIST UPDATE**

Date: \_\_\_\_\_

Dear \_\_\_\_\_

We are currently in the process of updating our waiting list for \_\_\_\_\_

\_\_\_\_\_ Some time ago, you expressed an interest in living at our development, and your name was placed on the waiting list.

If you are still interested in living at \_\_\_\_\_,

enclosed is a card that must be returned to management office, within 15 days (excluding weekends and designated Federal Holidays). Failure to return this information within this time period will result in your name being permanently removed from the waiting list.

It is not necessary to call or come in to the office at this time, as we do not have anything immediately available.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (voice) \_\_\_\_\_ Telephone (TDD) \_\_\_\_\_

Thank you for your interest in \_\_\_\_\_

Sincerely,

Property Manager

**EXHIBIT J**

**REPLY CARD**

**I AM STILL INTERESTED IN LIVING AT**

DEVELOPMENT NAME \_\_\_\_\_

APPLICANT NAME \_\_\_\_\_

CURRENT ADDRESS \_\_\_\_\_

HOME PHONE# \_\_\_\_\_ WORK PHONE# \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_ CELL PHONE # \_\_\_\_\_

UNIT SIZE DESIRED  0 BR  1 BR  2 BR  3 BR  OTHER

**EXHIBIT K**  
**WAITING LIST ACKNOWLEDGEMENT**

Date \_\_\_\_\_

Dear \_\_\_\_\_

This letter is to acknowledge receipt of your waiting list update card. Currently you are on our \_\_\_\_\_ bedroom waiting list(s).

We do not have an exact time in which you will be contacted regarding an apartment; however, please remember to keep us advised of your current address and phone number.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (voice) \_\_\_\_\_ Telephone (TDD) \_\_\_\_\_

Sincerely,

Property Manager

**EXHIBIT L**  
**HOME VISIT REPORT**

Applicant Name \_\_\_\_\_

Current Address \_\_\_\_\_

- The person conducting the Home Visit report is employed by the Management  
 The person conducting the Home Visit is a hired agent of the Management and is employed

by \_\_\_\_\_

Person Conducting Home Visit \_\_\_\_\_

Date of Applicant's Tenancy in this Unit: From \_\_\_\_\_ To \_\_\_\_\_

**1. GENERAL CLEANLINESS**

A. Bedrooms, Living/Dining Room  Good  Acceptable

Explain \_\_\_\_\_

B. Kitchen Appliances  Good  Acceptable

Explain \_\_\_\_\_

C. Bathroom  Good  Acceptable

Explain \_\_\_\_\_

D. Are there any cleaning supplies in the unit?  Yes  No

E. Is there evidence of vermin infestation?  Yes  No

Explain \_\_\_\_\_

**2. OTHER COMMENTS**

A. Did the applicant have any comments on the unit or its conditions?  
\_\_\_\_\_  
\_\_\_\_\_

B. Other comments by staff  
\_\_\_\_\_  
\_\_\_\_\_

**3. I HAVE READ THE ABOVE HOME VISIT REPORT AND I AM AWARE OF ITS CONTENTS.**

Applicant Signature \_\_\_\_\_ Inspector's Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT M**

**APPLICANT REJECTION**

Date \_\_\_\_\_  
Dear \_\_\_\_\_:  
Thank you for your interest in renting an apartment at \_\_\_\_\_. After careful consideration and review of your application, we regret we are not able to accept your application for tenancy at this time for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
If you wish to appeal this decision, please contact the \_\_\_\_\_  
Management office at \_\_\_\_\_ (voice) or \_\_\_\_\_ (TDD) within 14 days of the date of this letter (excluding weekends and designated federal holidays) to schedule an appointment.

Regardless of whether or not you decide to respond to this notice, you may still exercise other avenues of relief available to you if you believe that you have been discriminated against on the basis of race, color, creed, religion, sex, national origin, age, familial status, ancestry, unfavorable military discharge, marital status, receipt of governmental assistance, or handicap.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone (voice) \_\_\_\_\_ Telephone (TDD) \_\_\_\_\_

Sincerely,

Property Manager

**ADDENDUM 1**

**SOCIAL SECURITY NUMBER REQUIREMENTS**

The head of household/spouse/co-head must disclose social security numbers (SSN's) for all household members. In addition, applicants must provide adequate documentation or acceptable evidence of the SSN including any of those listed below:

- Original Social Security card
- Driver's license with SSN
- Identification card issued by a federal, state or local agency, a medical insurance provider, or an employer or trade union
- Earnings statements on payroll stubs
- Bank statement
- Form 1099
- Benefit award letter
- Retirement benefit letter
- Life insurance policy
- Court records

Applicants do not need to disclose or provide verification of a SSN to be placed on the waiting list, however applicants must disclose a SSN and provide adequate documentation to verify each SSN for all non-exempt household members before they can be housed.

If household members have not disclosed and/or provided verification of the SSN at the time a unit becomes available, the next eligible applicant must be offered the available unit.

The applicant who has not provided required SSN has 90 days from the date they are first offered an available unit to disclose/verify the SSN. During this 90-day period, the applicant may retain its place on the waiting list. After 90 days, if the applicant has been unable to supply the SSN documentation, the applicant will be determined ineligible and removed from the waiting list. An additional 90 days will be granted if the failure to provide documentation of a SSN is due to circumstances that are outside the control of the applicant.

Individuals who have applied for legalization under the Immigration and Reform Control Act of 1986 will be able to disclose their SSN, but unable to supply the cards for documentation. SSN are assigned to these persons when they apply for amnesty. The cards are forwarded to the Department of Homeland Security (DHS) until the persons are granted temporary lawful resident status. Until that time, their acceptable documentation is a letter from the DHS indicating social security numbers have been assigned.

**ADDENDUM 2**  
**(Section 811 Only)**

**ENTERPRISE INCOME VERIFICATION (EIV)**

HUD has developed a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance programs.


The EIV system provides the owner and/or manager of the property with income information and employment history for applicants and residents. This information is used to meet HUD's requirement to independently verify employment and/or income when applicants certify for rental assistance.

This development will use EIV to perform an Existing Tenant Search Report for all applicants. This report identifies applicants applying for assisted housing that may be receiving rental assistance at the time of application processing at another location.


Owners/Agents must:

1. Run this report at the time they are processing an applicant for admission to determine if the applicant or any applicant household members are currently being assisted at another Multifamily Housing or Public and Indian Housing (PIH) location.
2. Provide a copy of the handout "EIV & You" (see attached) for all new applicants.


U.S. Department of Housing and Urban Development  
Office of Housing - Office of Multifamily Housing Programs



**RHIP**  
RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT



**EIV & You**  
ENTERPRISE INCOME VERIFICATION



**What is EIV?**

EIV is a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance programs. This information assists HUD in making sure the right benefits go to the right persons.

**What income information is in EIV and where does it come from?**

The Social Security Administration:

- Social Security (SS) benefits
- Supplemental Security Income (SSI) benefits
- Dual Entitlement SS benefits

The Department of Health and Human Services (HHS) National Directory of New Hires (NDNH):

- Wages
- Unemployment compensation
- New Hire (W-4)

**What is the information in EIV used for?**

The EIV system provides the owner and/or manager of the property where you live with your income information and employment history. This information is used to meet HUD's requirement to independently verify your employment and/or income when you recertify for continued rental assistance. Getting the information from the EIV system is more accurate and less time consuming and costly to the owner or manager than contacting your income source directly for verification.

Property owners and managers are able to use the EIV system to determine if you:

- correctly reported your income

They will also be able to determine if you:

- Used a false social security number
- Failed to report or under reported the income of a spouse or other household member
- Receive rental assistance at another property

**Is my consent required to get information about me from EIV?**


Yes. When you sign form HUD-9887, Notice and Consent for the Release of Information, and form HUD-9887-A, Applicant/Tenant's Consent to the Release of Information, you are giving your consent for HUD and the property owner or manager to obtain information about you to verify your employment and/or income and determine your eligibility for HUD rental assistance. Your failure to sign the consent forms may result in the denial of assistance or termination of assisted housing benefits.

**Who has access to the EIV information?**

Only you and those parties listed on the consent form HUD-9887 that you must sign have access to the information in EIV pertaining to you.

**What are my responsibilities?**

As a tenant in a HUD assisted property, you must certify that information provided on an application for housing assistance and the form used to certify and recertify your assistance (form HUD-5059) is accurate and honest. This is also described in the Tenants Rights & Responsibilities brochure that your property owner or manager is required to give to you every year.



**What You Should Know**  
If You are Applying for or are Receiving Rental Assistance through the Department of Housing and Urban Development (HUD)

Penalties for providing false information

Providing false information is fraud. Penalties for those who commit fraud could include eviction, a requirement of overpaid assistance received, fines up to \$10,000, imprisonment for up to 5 years, and/or state and local government penalties.

Protect yourself, follow HUD reporting requirements

When completing applications and recertifications, you must include all sources of income you or any member of your household receive. Some sources include:

- Income from wages
- Unemployment benefits
- Social Security (SS) or Supplemental Security Income (SSI) benefits
- Pension, retirement, etc.
- Income from assets
- Money received on behalf of a child such as a child support
- AFDC payments
- Social security for children, etc.

If you have any questions on whether money received should be counted as income, ask your property owner or manager.

When changes occur in your household income, your property owner or manager is required to provide you with a copy of the last sheet "How Your Rent Is Determined" which includes a listing of what is included or excluded from income.

Your property owner or manager is required to provide you with a copy of the last sheet "How Your Rent Is Determined" which includes a listing of what is included or excluded from income.



**What if I disagree with the EIV information?**

If you do not agree with the employment and income information in EIV, you must tell your property owner or manager. Your property owner or manager will contact the income source directly to obtain verification of the employment and/or income you receive with. Once the property owner or manager disagrees with the information from the income source, you will be notified in writing of the results.

**What if I did not report income previously and it is now being reported in EIV?**

If the EIV report discloses income from a prior period that you did not report, you have two options: (1) you can agree with the EIV report if it is correct. The property owner or manager will then conduct a written third party verification with the reporting source of income. If the source confirms this income is accurate, you will be required to repay any overpaid rental assistance as the back as the (5) years and you may be subject to penalties if it is determined that you deliberately tried to conceal your income.

**What if the information in EIV is not about me?**

EIV has the capability to uncover cases of potential identity theft, someone could be using your social security number. If this is discovered, you must notify the Social Security Administration by calling them toll-free at 1-800-772-1313. Further information on identity theft is available on the Social Security Administration website at <http://www.ssa.gov/pub/10064.html>

**Who do I contact if my income or rental assistance is not being calculated correctly?**

First, contact your property owner or manager for an explanation.

If you need further assistance, you may contact the contact designated for the property you live in, this includes the HUD office nearest you, which can also provide you contact information for Housing Clearinghouse at 1-800-665-9470.

**Where can I obtain more information on EIV and the income verification process?**

Your property owner or manager can provide you with additional information on EIV and the income verification process. They can also refer you to the appropriate contact representative of your local HUD office for additional information.

If you have access to a computer, you can read more about EIV and the income verification process on HUD's Multi-Family EIV homepage at [www.hud.gov/offices/mfh/eiv/mfh/eiv/home](http://www.hud.gov/offices/mfh/eiv/mfh/eiv/home).

JULY 2008







**APARTMENT LEASE – TAX CREDIT PROGRAM**

Lease Summary			
Date of Preparation	Term of Lease		Monthly Payment to Owner
	Begins	Ends	Rent \$ _____
	12:01 a.m.	Midnight	\$ _____
Name:	Resident _____		
Unit:	Owner _____		
Building:			
Address:			
Development:	Williams Street Townhomes		
Addendums:	Other Occupants:		
	Tax Credit Unit Agreement		
	Non-Smoking Lease Addendum		
	Crime Free Lease Addendum		
	VAWA Lease Addendum		
	Bedbug Plan of Action		
	House Rules		
	Pet Policy		
	HOME Lease Addendum (if applicable)		

**THIS LEASE SUMMARY IS A PART OF THIS LEASE.**

1. Lease. Owner leases to Resident the parking space, if any, and the Unit in the Building identified in the Lease Summary for the term set forth therein in accordance with the provisions and conditions set forth herein.
2. Rent. Resident shall pay Owner at Owner's address as identified above, or at such place as may be designated by the Owner, in advance by the first day of each month the total monthly payment as set forth above, additional payments and rental surcharges as provided for in this Lease.
3. Utility Service. A) Owner agrees to provide the following utilities and services at no additional cost to Resident:  
Water/Sewer, Trash, Pick-up  
Owner will not be responsible for failure to furnish such services and utilities by reason of any cause beyond Owner's control.  
B) Resident shall furnish the following utilities and services at Resident's own expense, and they must be in the name of the Head, Co-Head, or Spouse:  
Electric
4. Security Deposit. Resident has deposited with Owner a security deposit in the amount shown in the Lease Summary to secure performance of every agreement and covenant of Resident in this Lease. Owner may apply the deposit toward reimbursement for any costs incurred by Owner due to Resident's violation of this Lease, excluding nonpayment of rent. The Owner may only apply the deposit toward nonpayment of rent after the Resident vacates the unit. In the event the deposit is applied for such

reimbursement, Resident shall provide Owner with such additional amount as is required to replace the amount applied within 10 days after notice by Owner. However, resident's liability for breaches of this Lease is not limited to the amount of Resident's security deposit.

Resident is obligated to pay rent for the term of the Lease and the security deposit is not to be used as the final month's rent. Resident's failure to pay rent, even if a security deposit will satisfy all amounts due, constitutes a default by Resident. Owner shall make annual payment to Resident of any interest on the security deposit as provided by law.

Owner shall inspect the Unit after Resident has permanently vacated the Unit. The Owner shall permit the Resident to be present during the inspection if the Resident so requests in writing prior to the time Resident permanently vacates the Unit. Owner shall mail or transmit to Resident a written, itemized statement of needed repairs, including the costs and repairs already made by Owner, except for those arising from ordinary wear and tear for which Resident is not responsible. Within forty-five (45) days (City of Chicago) or sixty (60) days (outside City of Chicago) after Resident vacates the Unit, Owner shall return to Resident his/her security deposit with interest as is required by law, less any deductions Owner is entitled to make. However, deductions for repairs shall be made only for those needed repairs mentioned in this paragraph for which there is a receipt or other written evidence of the costs. Photocopies of the receipts or other written evidence of the costs shall be sent to Resident as provided by law.

It is the responsibility of Resident to immediately advise Owner in writing of Resident's new mailing address. In the event more than one Resident executes the Lease, the Owner may forward the amount of the refunded security deposit to the forwarding address submitted. There will be one check issued made payable to all leaseholders and it shall be the responsibility of the leaseholders to apportion the refunded security deposit.

5. **Fixtures.** All cabinets, window fixtures, plumbing fixtures, electrical fixtures and appliances in the Unit on the date the Lease is executed by Owner are part of the Unit and leased at no extra charge to Resident. Owner agrees to provide the additional fixtures and services specified in the Lease Summary at the monthly cost to Resident shown in the Lease Summary.

6. **Storage.** If storage containers are available at the Development Property, Resident shall cause them to be closed, secured and appropriately identified by tagging or other means and at the sole risk of Resident. Resident recognizes that Owner may require, in accordance with its rules and regulations, storage containers or sufficient identification for handling for all articles placed in storerooms. If any representative of Owner shall, at the request of Resident or members of Resident's household, move, handle or store any of Resident's articles in said storerooms, or remove any of same, then in such case, such representative shall be deemed the agent of Resident. Consequently, the Owner shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith. Resident shall not store flammable materials, liquids or any other items that would create a danger to other people, to the Building or be in violation of the applicable municipal code(s).

7. **Lease Application.** The application for this Lease and all representations contained therein are made a part of this Lease and Resident warrants that the information given by Resident in the application is true. Any material misrepresentations made by Resident in the application shall constitute a material non-compliance with the terms of the Lease and shall be a basis for the Owner to terminate this Lease and repossess the unit as provided by law, after Owner gives Resident ten (10) days written notice of said material non-compliance.

8. **Family Certification and Rental Surcharges.** Resident agrees that income, family composition and other eligibility requirements shall be deemed substantial and material in determining the obligations of Resident's tenancy with respect to the amount of rent due under the lease and Resident's right of initial occupancy.

Owner shall give Resident forty-five (45) days written notice before any increase in Resident's monthly payment becomes effective. The notice from Owner to Resident shall state the amount of the increase, the new monthly amount Resident is to pay, the effective date of the increase, the reasons for the increase and that Resident may request to meet with Owner to discuss the increase. Owner agrees to meet to discuss the increase with Resident if Resident so requests. Resident may, by giving Owner thirty (30) days advance written notice, terminate the Lease prior to the effective date of the increase.

9. **Rent Adjustment.** The total monthly payment including utility charges and allowances required to be made under paragraph 2 of this Lease may be changed during the term of this Lease and Resident agrees to pay any additional amounts required.

Owner shall give Resident forty-five (45) days written notice before any increase in Resident's monthly payment becomes effective. The notice form Owner to Resident shall state the amount of the increase, the new monthly amount Resident is to pay, the effective date of the increase, the reasons for the increase, and that Resident may request to meet with Owner to discuss the increase. Owner agrees to meet to discuss the increase with Resident if Resident so requests. Resident may, by giving Owner thirty (30) days written notice, terminate the Lease prior to the effective date of the increase.

**10. Use of Apartment – Subletting.** Resident shall personally use and occupy the Unit solely as a private dwelling for himself/herself and those individuals whose names are set forth in the Lease Summary. Resident shall not permit the Unit or any part thereof to be used by any additional occupant (except for a child new to the family), and shall not transfer or assign this Lease. Failure to comply with these limitations within ten (10) days after written notice by Owner shall be a material noncompliance with the terms of this Lease and shall constitute grounds for Owner at their option to terminate the Lease and repossess the Unit as provided by law.

**11. Alterations, Additions, Fixtures.** Resident shall not make alterations, additions or improvements, or install in the Unit or on any part of the Development Property major appliances or devices of any kind, or interior decorations including but not limited to wallpaper, contact paper or any materials, without, in each case, the prior written consent of the Owner. All alterations and additions, except fixtures installed by Resident, shall remain as part of the Unit unless Owner elects that Resident shall restore the Unit to its original condition, in which case, Resident shall restore the Unit in its original condition, ordinary wear and tear excepted.

**12. Condition of Unit.** Resident acknowledges that except for work Owner has agreed in writing to perform, the Unit meets with Resident's approval and that Resident is satisfied with the present physical condition of the Unit. Resident agrees to take good care of the Unit, including fixtures, and keep it in a clean and sanitary condition complying with all law, and health and safety requirements. Resident agrees not to waste utilities and services furnished by Owner; not to use utilities, services or equipment for any improper or unauthorized purpose; and not to place signs or fences in or about the Unit or Development Property without the prior written consent of Owner. If such consent is obtained, Resident agrees, upon termination of the Lease, at the option of Owner, to remove such signs or fences without damage to the Unit or Development Property.

**13. Damage to Unit or Development Property.** Resident shall not cause any waste or damage to the Unit, Building or other property of the Development. In the event Resident, a family member of Resident or any other person(s) under the control of Resident, or person permitted to be on the Development Property by Resident causes any damage, Owner may apply Resident's security deposit towards Owner's costs to repair the damage. Upon written notice from Owner, Resident shall immediately remit to Owner an amount equal to the repair expenses. The notice from Owner shall be in writing and shall itemize the needed repairs and/or repairs made and the costs. Owner shall then credit the amount received towards Resident's security deposit up to the amount previously deducted from Resident's security deposit with the excess being retained by Owner. The failure of Resident to pay Owner within ten (10) days after notice from Owner shall be a material noncompliance with the terms of the Lease and shall constitute a basis for the termination of this Lease.

**14. Prohibited Illegal Activities.** Resident shall not engage in any illegal conduct including, but not limited to, drug related criminal activities, unlawful possession or use of a weapon, and threats or acts of violence, while on or near the Development Property. Furthermore, Resident shall not suffer or permit any member of Resident's family, any person occupying Resident's Unit, any guest of Resident or any other person associated with Resident from engaging in illegal conduct while on or near the Development Property. Nor shall Resident suffer or permit the Unit to be used for, or to facilitate criminal activity, nor permit, suffer or allow the Unit to contain illegal drugs, weapons or stolen property. Resident shall be responsible for the conduct of all persons residing with, or visiting Resident. The failure of Resident to comply with the terms of this paragraph is a material noncompliance with the terms of this Lease and shall constitute a basis to terminate this Lease. Proof of a violation of Lease under this paragraph shall not require a criminal conviction but shall be established by a preponderance of the evidence.

**15. Additional Resident Obligations. Resident shall:**

- (a) Maintain the Unit in the same condition as when initially occupied with the exception of ordinary wear and tear, and maintain the Unit in a decent, safe and sanitary condition. Provide access to Owner for required Annual Comprehensive Decent, Safe and Sanitary Inspections to be conducted, and for reasonable maintenance and extermination.

- (b) Refrain from acts or practices which disturb neighbors including, but not limited to, playing loud music and having loud parties; or cause any waste or damage to the Unit or Development Property.

- (c) Notify Owner of any condition in the Unit or building that Resident believes to be dangerous to the health or safety of Resident or other Residents. Specifically, notify the Management Agent immediately of any suspected water leaks, moisture problems, or mold in dwelling units or common areas of the Project.

- (d) Not use or store in the Unit or Building or on the Development Property any flammable or explosive substances.

- (e) Place garbage and refuse inside containers provided by Owner and not litter the Development Property.

- (f) Properly use and operate all appliances, electrical, gas and plumbing fixtures.

- (g) Not place in the Unit or on the Development Property any furniture, plants, animals or any other things that harbor insects, rodents or other pests.

- (h) Not bring into the Unit or onto the Development Property materials that cause a fire hazard or safety hazard and do not comply with the requirements of Owner's fire insurance carrier. Resident shall not undertake, or permit his/her family or guests to undertake, any hazardous act(s) or anything that will increase the Owner's insurance premiums on the Development Property.

- (i) Use all facilities in the Development for their intended purposes including but not limited to, using parking facilities only for parking of vehicles and not for their repair or maintenance or storage.

- (j) Provide for the proper supervision of Resident's children and guests.

- (k) Notify Owner of any mechanical systems, appliances, fixtures, doors, windows or security devices that are broken or not in good working order.

**16. Additional Owner Obligations.** Owner shall be responsible for the following duties in addition to those set forth elsewhere, without additional cost to Resident.

- (a) Maintaining an exterminating service for the Unit's Building that shall include the control of vermin and the elimination of rodents from common areas.

- (b) Installing and maintaining functioning locks on all doors leading from the Unit to the outside or to common areas in the Building and leading from common areas to the outside.

- (c) Maintain the Unit and Development Property in a decent, safe and sanitary condition in accordance with the standards established by HUDA and the applicable local codes. Conduct comprehensive Decent, Safe, and Sanitary Inspections annually.

- (d) Installing and maintaining adequate illumination in the common areas of the Development Property.

- (e) Arrange for collection and removal of trash and garbage.

- (f) Maintain all equipment and appliances in good working order.

- (g) Make necessary repairs with reasonable promptness.

**17. Resident's Possessions.** Owner is not an insurer of Resident's person or possessions. Resident agrees that all of the Resident's property in the Unit or elsewhere on the Development Property shall be at the risk of Resident, and that Resident may carry such insurance, as Resident deems necessary. Resident further agrees that except for instances of negligence or intentional acts or omissions of Owner, its agents and employees, the Owner, or its agents and employees shall not be liable for any damage to the person or property of Resident or any other person occupying or visiting the Unit or Development.

- rent has not been paid for at least thirty (30) days after time due and there are not or have not been any visible signs of Resident's occupancy during this period.
27. **Action by Owner upon Default – Right of Re-Entry.** Except as may be specifically provided herein, should Resident at any time during his/her occupancy of the Unit fail to pay the monthly rent when due, or should Resident violate any of the other terms, provisions or conditions of this Lease, or any rules or regulations now or hereafter adopted by Owner for the Unit, Building, or Development Property, Owner shall have the right and option, after providing notice to Resident as provided by law, to terminate the tenancy and re-enter and take possession of the Unit as provided by law.
28. **Remedies of Owner upon Termination.** In the event this Lease shall be terminated by Owner pursuant to any provision of this Lease other than lapse of time, provided proper notice is given, or as a result of condemnation:
- Resident shall pay Owner any rent then due, together with all expenses incurred in the removal of the property and effects of Resident or other occupants from the Unit.
  - Owner may re-let the Unit for such rent and upon such terms as Owner may deem reasonable. Resident shall remain liable for any deficiency in rent and Resident shall be liable for all reasonable expenses incurred by Owner in re-letting the Unit.
  - Owner shall, in no event be liable to Resident for failure to re-let the Unit or, in the event that the Unit is re-let, for failure to collect the rent due under such re-letting. Any such failure to collect the rent due under such re-letting shall not release or affect Resident's liability. Owner agrees to make all reasonable efforts to re-let the Unit and collect the rent due under such re-letting.
  - Owner's rights and remedies under this Lease are cumulative. The use of one or more thereof shall not exclude or waive any other right or remedy under this Lease, at law or in equity.
29. **Opportunity to Cure.** Anything to the contrary herein notwithstanding, if Owner terminates this Lease, Resident shall not be liable for rent for the period after Resident has vacated the premises, unless Resident has been given a written notice permitting Resident to cure the default within ten (10) days (except five (5) days for non-payment of rent) after notice is sent to Resident. The notice shall specify the facts concerning the default or breach and shall advise the Resident to respond to Owner if Resident disputes the facts contained in the notice. This paragraph shall not apply if Owner is unable to give written notice to Resident as a result of Resident's vacating the Unit.
30. **No General Waiver, No Election of Remedies.** No waiver of any breach of the covenants, provisions or conditions contained in this Lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.
31. **Lead-Based Paint.** If the Unit was constructed prior to 1978, Owner is required to provide Resident with the notice required by the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846 and its regulations, 24 C.F.R., part 35; The Residential Lead-Based Paint Hazard Reduction Act of 1992 and its regulations; and any other applicable laws and regulations pertaining to lead-based paint poisoning. The notice is to be given to Resident prior to the signing of the Lease. The notice is to include a statement that the Building may contain lead-based paint, a description of the hazards of lead-based paint, the symptoms and treatment of lead-based paint poisoning, and the precautions to be taken to avoid lead-based paint poisoning.
32. **Lease Binding on Heirs, Successors.** To the extent permitted by law, the Lease shall be binding upon, and inure to Owner's and Resident's respective successors, heirs, executors, administrators and, to the extent provided herein, assigns, and the other occupants listed in the Lease Summary.
33. Plurals. The words "Owner" and "Resident" herein shall be construed to mean "Owners" and "Residents" in case more than one person constitutes either party to this lease.
34. **Notices.** All notices shall be either delivered in person to a person over the age of twelve (12) years old or mailed through the United States Postal Service postage prepaid. Notices to Owner shall be signed by Resident, and addressed to Owner at the address for Owner shown in the Lease Summary. Notices to Resident shall be signed by Owner and addressed to Resident at

18. **Keys and Locks.** The Resident agrees not to install additional or different locks or gates on any doors or windows of the Unit without the written permission of the Owner. If the Owner approves the Resident's request to install such locks the Resident agrees to provide the Owner with a key for each lock. When this Lease ends, the Resident agrees to return all keys to the Unit to the Owner.
19. **Rules and Regulations.** The rules and regulations given by Owner to Resident on or before the date of preparation of the Lease as stated in the Lease Summary shall be a part of this Lease. Resident covenants and agrees to keep and observe the rules and regulations and any future rules and regulations, as may reasonably be required by Owner for the necessary, proper and orderly care of the Unit, Building and Development Property. Owner shall publish and send to each Resident, at least thirty (30) days before said rules and regulations are effective, a copy of such future rules and regulations. Owner shall enforce all rules and regulations given to Resident against all Residents in the Building and on the Development Property. Any and all attachments to this lease, other than standard IHDA riders, have not been prepared or approved, either as to form or content, by the IHDA and the Authority assumes no responsibility for its content.
20. **Access by Owner.** Owner shall retain duplicate keys to the Unit, and Owner or its agents shall have access to the Unit in an emergency. In the absence of an emergency, Owner will enter Resident's unit for inspection or to make necessary repairs or alterations either in the Unit or in the Building after giving Resident twenty-four (24) hours written notice. In the event that Resident has not renewed the Lease or has given Owner notice of his/her intent not to renew the Lease, Owner shall have the right, during the last thirty (30) days of the term of the Lease, to show the Unit to prospective residents during the hours of 9:00 a.m. to 7:00 p.m.
21. **Subordination.** This Lease is subject to all present or future mortgages or deeds of trust affecting the Unit and Resident hereby appoints Owner as Attorney-in-Fact to execute and deliver any all necessary documents to subordinate this Lease to any present or future mortgages or deeds of trust affecting the Unit.
22. **Condemnation.** In the event the Unit or the Building or any part hereof is taken by condemnation by the United States, the State of Illinois (the "State") or any other governmental agency or authority, this Lease shall be terminated at the option of the Owner thirty (30) days after written notice to Resident and Resident hereby specifically waives any right to any portion of the award received as damages, except such portion, if any, as relates to relocation of Resident.
23. **Fire and Casualty.** If the Unit becomes uninhabitable by reason of fire, explosion or other casualty, Resident or Owner may at her/his option terminate this Lease twenty-four (24) hours after written notice to the other party and rent paid with respect to the period after such termination shall be returned to Resident. However, this paragraph shall not relieve Resident of her/his obligation to pay rent under this Lease if an act or omission for which Resident is responsible caused the Unit to become uninhabitable. In the event the Lease is not terminated, rent shall not accrue until the Unit is repaired so that Resident can occupy the Unit.
24. **Surrender of Unit.** Upon termination of this Lease, Resident shall return the keys and quit and surrender the Unit, in as good order and condition as it was at the beginning of the term, reasonable wear and tear excepted. Resident shall surrender all appliances in clean condition and good working order, reasonable wear and tear accepted. If the Unit is not so surrendered, Resident shall make good to Owner all damage which Owner suffers by reason thereof, and shall indemnify Owner against all claims made by any succeeding resident against Owner founded upon delay by Owner in delivering possession of the Unit to such succeeding resident, so far as such delay is occasioned by failure of Resident to surrender the Unit and appliances in timely manner or proper condition.
25. **Holdover Residents.** If Resident fails to surrender possession of the Unit upon termination of this Lease, Resident shall be deemed a "holdover" and for each day Resident continues to occupy the Unit after termination Resident shall pay as damages a sum equal to twice the Total Monthly Payment to Owner divided by thirty (30). The acceptance of the damages pursuant to this paragraph shall not constitute rent nor shall it be a waiver by Owner of any damages under this Lease or of any right of re-entry.
26. **Abandonment.** If Resident shall abandon the Unit, voluntarily or involuntarily prior to termination, the same may be re-entered by Owner, re-let for such rent and upon such terms, as Owner may deem reasonable. The Resident shall be and remain liable for any deficiency in rent, any expenses incident to such re-letting, as well as any damages the Owner may have sustained by virtue of Resident's use and occupancy of the Unit. For the purpose of this paragraph, a Unit is abandoned when

the Unit or a more current address. Notices mailed are deemed received two (2) days after deposit in a United States Postal Service mailbox. Each notice shall fully set forth the effect(s) of such notice under this Lease, the event(s) that gave rise to the issuance of such notice and the provision(s) of this Lease to which notice relates.

35. **Partial Invalidity.** The invalidity of any clause, part or provision of this Lease shall not affect the validity of the remaining portions thereof.

36. **Compliance with Federal, State, and Local Law.** This Lease shall be governed by the laws of the State and shall be construed in conformity and compliance with all laws, ordinances, rules, regulations and codes of the federal government, the State, and the municipality having jurisdiction over the Development.

37. **Discrimination.** Owner shall not discriminate against Resident in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, age, national origin, handicap, marital, familial status, and military discharge as per State law. Owners of developments in the City of Chicago shall not discriminate on additional protected classes of parental status, sexual orientation and lawful sources of income. Owners of developments in the County of Cook shall not discriminate on an additional protected class of housing status.

38. **Pets.** Resident is not allowed to keep a pet in the Unit or on the Development Property unless the rules or regulations of the Owner permit pets, or if Resident is permitted to keep a pet in the Unit pursuant to applicable laws. In the event Resident is permitted to keep a pet, and does so elect, Resident shall immediately notify Owner in writing as to the type of pet being kept by Resident. The Resident shall not allow the pet to injure or disturb other persons in the Building or on the Development Property, and Resident shall take all steps reasonably necessary to prevent the pet from causing any damage to the Unit or other Development Property.

The Owner has the right to establish rules and regulations governing the keeping of pets and shall promptly advise Resident of such rules and regulations. Resident agrees to act in compliance with the rules and regulations of Owner pertaining to the keeping of pets. The Owner may require the Resident to pay an additional sum, not to be included in Resident's security deposit, which is reasonable in relation to the potential damage that may be caused by the pet. Resident shall promptly pay the additional sum upon written notice from Owner.

39. **Attorney Fees.** In the event either party to this lease initiates litigation in order to enforce the terms of this Lease, the successful party shall be entitled to collect from the other party its reasonable attorney's fees, court costs and other costs incurred by the successful party as a result of the litigation.

40. **Termination of Tenancy.**

(a) To terminate this Lease at the end of a lease term, the Resident must give the Owner thirty (30) days written notice before moving from the Unit.

(b) **EARLY TERMINATION CLAUSE:**

(1) The Resident may, upon 30 days' written notice to Landlord, terminate this lease provided that the Resident pays a termination charge equal to 1.5 months' rent or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 30-day notice period. The termination charge will be in addition to all rent due up to the termination day. Extenuating circumstances will be considered for NO termination charges.

(c) Any termination of this Lease by the Owner must be carried out in accordance with federal, State and local laws, and the terms of this Lease. The Owner may terminate this Lease only for:

- (1) The Resident's substantial breach of or material noncompliance with the terms of this Lease;
- (2) The Resident's material failure to carry out obligations under any State or local Landlord-Tenant Act; or
- (3) Other good cause, which includes but is not limited to the Resident's refusal to accept the Owner's proposed changes to this lease. Terminations for "other good cause" may only be effective as of the end of any initial or

successive term. "Other good cause" shall include but not be limited to Resident's breach of the terms of this Lease; if such breach is not a substantial breach or a material non-compliance with the terms of this Lease, or is not a material failure to carry out obligations under any State or local Landlord-Tenant Act.

(d) If the Owner proposes to terminate the Lease, the Owner agrees to give the Resident written notice of the proposed termination. Notices of termination must be given in accordance with any time frames set forth in any applicable federal, State and local laws.

(e) A substantial breach of or material noncompliance with this Lease includes, but is not limited to nonpayment of rent beyond any grace period available under State law; failure to reimburse the Owner within thirty (30) days for repairs made under paragraph 13 of this Lease; repeated late payment of rent; permitting unauthorized persons to live in the Unit; serious or repeated damage to the Unit or Development Property; creation of physical or other hazards; serious or repeated violations of the Lease that disrupt the livability of the Building, adversely affect the health or safety of any person or have an adverse financial impact upon the Building or Owner; interfere with the management of the Building or interfere with the rights and quiet enjoyment of other residents; knowingly giving the Owner false information regarding income or other factors considered in determining the Resident's rent; failure of the Resident to timely supply all required information on income, family composition, and other eligibility factors of the Resident household, including failure to meet the disclosure and verification requirements for social security numbers and failure to sign and submit wage and claim consent forms.

41. **Change in Rental Agreement.** The Owner may, change the terms and conditions of this Lease. Any changes will become effective only at the end of the initial term or a successive term. The Owner must notify the Resident of any change and must offer the Resident a new Lease or an amendment to the existing Lease. The Resident must receive the notice at least sixty (60) days before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing the new Lease or the amendment to the existing Lease and returning it to the Owner. The Resident may reject the changed terms and conditions by giving the Owner written notice that he/she intends to terminate the tenancy. The Resident must give such notice at least thirty-five (35) days before the proposed change will go into effect. If the Resident does not accept the changes or amendment to the Lease, the Owner may require the Resident to move from the Unit as provided in the existing Lease.

42. **Penalties for Submitting False Information.** If the Resident deliberately submits false information regarding income, family composition or other data on which the Resident's eligibility or rent is determined, the Owner may, require the Resident to pay the market rent for as long as the Resident remains in the Unit.

43. **Contents of this Lease.** This Lease and its Attachments make up the entire agreement between the Resident and the Owner regarding the regulations associated with the leasing and occupancy of the Unit.

44. **Charges for Late Payments and Returned Checks.** If the Resident does not pay the full amount of the rent by the end of the 5<sup>th</sup> day of the month, the Owner may collect a fee of no more than \$25.00 per month as additional rent or such amount as established by local laws, if any, whichever is greater. Further, the Owner may elect to collect a fee of \$25.00 as additional rent for any dishonored payment.

45. **Owner/Resident Compliance.** Owner and Resident agree to fully cooperate and comply with any applicable rules, regulations or directives issued by HUDA.

46. **Owner's Authorized Agent:** A duly appointed management company or property manager may act in behalf of Owner in enforcing the terms of this Lease.

47. **Definitions:**

UNIT: Shall mean the Unit to be occupied by Resident pursuant to this Lease.

BUILDING: Shall mean the Building that contains the Unit to be occupied by Resident pursuant to this Lease.

DEVELOPMENT PROPERTY: Shall mean the real and personal property owned by Owner, including the Unit and Building Resident resides in, which are a part of this particular Development



**ILLINOIS HOUSING DEVELOPMENT AUTHORITY  
LOW INCOME HOUSING TAX CREDIT UNIT AGREEMENT**

**DEVELOPMENT:** Shall include the real and personal property of Owner and all aspects of the maintenance, management and operation of said property that pertain to the Unit to be occupied by Resident and adjoining property which comprises the entire housing project owned by Owner.

**RESIDENT:** Shall mean the person or persons lawfully entitled to occupy the Unit under the terms of this Lease.

**OWNER:** Shall mean the owner of the real and personal property of the Development including the beneficiaries of any land trust holding legal title to the Development.

**OWNER:** \_\_\_\_\_  
BY: \_\_\_\_\_  
Date: \_\_\_\_\_  
**RESIDENT:** \_\_\_\_\_  
BY: \_\_\_\_\_  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

Tenant Name (HOH): \_\_\_\_\_ Property Number: \_\_\_\_\_  
Co-tenant's Name(s): \_\_\_\_\_ Certification Date: \_\_\_\_\_  
Premises/Property Name: \_\_\_\_\_ Lessor Name: \_\_\_\_\_

**FEDERAL LOW INCOME HOUSING TAX CREDIT:** The Tenant acknowledges that the units on the Premises are operated pursuant to the rules and regulations of the Federal Low Income Housing Tax Credit Program (the "Program"). The Program provides for a specific maximum monthly rent, which may be charged for the Premises, which amount is subject to an annual adjustment based upon median incomes determined by HUD.

**SECTION 42 OF THE INTERNAL REVENUE CODE OF 1986:** The Program requires the Lessor to lease to "Qualified Households" as defined by Section 42 of the Internal Revenue Code. At this property, Qualified Households must meet certain income and student status limitations. Tenant(s) agrees to notify the Landlord immediately if any material changes in income, number of persons residing within the Premises or the change in the student status of any occupant residing within the Premises. Failure to maintain the housing in compliance with Section 42 requirements for the entire compliance period can result in the recapture of a portion of the credit allowable in prior years.

**FULL TIME STUDENT HOUSEHOLD:** Student eligibility is an ongoing requirement. A household where each member is a full-time student may not qualify for an income- and rent-restricted unit. A household where everyone becomes a full-time student after move-in may no longer qualify for an income- and rent-restricted unit. Tenant(s) agree to notify management immediately if the student status of any household member changes. Any change in student status for any household member could affect the tenant's eligibility to participate in the Program.

**REQUIREMENT TO VACATE:** The owner must not evict or terminate the tenancy of an existing tenant of any Low-Income unit for other than for good cause.

To the extent that any portion of this Agreement conflicts with the HUD Lease Agreement, the HUD requirements shall control.

Tenant (HOH) Full Name \_\_\_\_\_ Date \_\_\_\_\_  
Co-tenant(s) per Lease Agreement \_\_\_\_\_ Date \_\_\_\_\_  
Management \_\_\_\_\_ Date \_\_\_\_\_



**RIDER TO APARTMENT LEASE  
HOME and National Housing Trust Fund (NHTF) PROGRAMS - IHDA**



This Rider is attached to and made a part of that certain Lease dated \_\_\_\_\_, 20\_\_\_\_ ("Lease") between \_\_\_\_\_ ("Owner") for unit \_\_\_\_\_ ("Unit") at \_\_\_\_\_ ("Tenant") and \_\_\_\_\_ Illinois ("Property"). In the event of any inconsistency between the terms of this Rider and the terms of the Lease, the terms of this Rider shall govern and control.

**A. Notwithstanding anything to the contrary that may be contained in the Lease:**

1. The lease term for the unit must be for at least one year, unless the Tenant and the Owner mutually agree upon a shorter term.
2. The rent is subject to the rent restrictions of the HOME or NHTF Program.
3. The Owner retains the right to adjust rents, in accordance with the HOME or NHTF rent limits and Tenant agrees to pay any additional amounts as required. The rent for Tenants whose incomes exceed the HOME 80% income limits may increase.  
Rent adjustments may be made annually upon renewal of the Lease term on 30 days prior written notice to the Tenant, or otherwise as may be required by HOME or NHTF Program regulations. The notice from the Owner to the Tenant shall state the amount of the increase, the new monthly amount Tenant is to pay, the effective date of the increase, reasons for the increase and that the Tenant may request to meet with the Owner if the Tenant so requests. Tenant may, by giving Owner 30 days advance written notice, terminate the Lease prior to the effective date of the increase.
4. Tenant agrees that income, family composition and other eligibility requirements shall be deemed substantial and material in determining the obligations of Tenant's tenancy with respect to the amount of rent due under the Lease and Tenant's right of initial tenancy.  
Tenant agrees that a recertification of income, family composition and other eligibility requirements shall be made to Owner at least once every year from the date of the Lease or less frequently upon written approval of Owner. Tenant agrees that Owner may divulge the information received to Illinois Housing Development Authority ("IHDA"). Tenant acknowledges that Owner and IHDA have the right to seek verification of all representations made by Tenant during re-certification.  
Tenant's failure to cooperate in the income recertification process will constitute a violation of the Lease. Deliberately providing false information can result in termination of the Lease.
5. Owner may choose to terminate the lease or not to renew a Tenant's lease for "good cause" (as defined below). The Owner must give the Tenant a written notice at least 30 days before the Tenant must vacate the Unit. The following constitute "good cause":
  - a. Tenant's substantial breach of or material noncompliance with the terms of the Lease, including serious and repeated violations of the terms of the Lease;
  - b. Tenant's failure to carry out obligations under any applicable Federal, State or local laws;
  - c. completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or
  - d. "other good cause", which includes but is not limited to, (1) Tenant's refusal to accept the Owner's proposed changes to the Lease, or (1) Tenant's breach of the terms of the Lease if such breach is not a substantial breach or a material non-compliance with the terms of the Lease, or is not a material failure to carry out obligations under any applicable Federal, State or local laws. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.
6. Owner retains the right to inspect, and permit IHDA and HUD to inspect, HOME or NHTF-assisted units annually during the affordability period. Tenants must receive at least a 24 hour notice prior to a scheduled inspection.
7. If the Unit was constructed prior to 1978, Owner is required to provide Tenant with the notice required by the Lead-Based Paint Poisoning Prevention Act 42 U.S.C. 4821-4846 and its regulations, 24 C.F.R. part 35. The notice is to be given to Tenant prior to the signing of the Lease. The notice is to include a statement that the Property may contain lead-based paint, a description of the hazards of lead-based paint, the symptoms and treatment of lead-based poisoning and precautions to be taken to avoid lead-based poisoning.
8. In the event that Owner leases an accessible unit at the Property, to a non-disabled Tenant, and during the term of such Tenant's lease, an applicant that requires accessible features applies and is otherwise eligible for tenancy, the non-disabled Tenant may be moved into a unit at the Property of the same size.
9. Owner shall not discriminate against Tenant in the provision of services, or any other manner, on the grounds of race, color, religion, sex, age, national origin, handicap, marital, familial status, and military discharge as per State of Illinois law. Owners of developments in the City of Chicago shall not discriminate based on additional protected classes of parental status, sexual orientation and lawful sources of income. Owners of developments in the Cook County shall not discriminate based on an additional protected class of housing status (as defined in the Cook County Human Rights Ordinance).



**No-Smoking Policy – Lease Addendum**

Tenant's Name: \_\_\_\_\_ Property: \_\_\_\_\_ Unit #: \_\_\_\_\_

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). The following additional terms, conditions and rules are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Property Rules and the Lease.

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke, (ii) the increased maintenance, cleaning, and redecorating costs from smoking, (iii) the increased risk of fire from smoking, and (iv) the higher costs of fire insurance for a non-smoke-free building.
2. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
3. Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in or within 25 feet of any of the common areas such as the stairwells, patios, playgrounds, laundry rooms, office, and community room of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
5. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, playgrounds, and in conspicuous places adjoining common areas of the apartment complex.
6. Landlord Not a Guarantor of Smoke-Free Environment. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its lease. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.
7. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smoke free addendum agreements with Landlord (in layman's terms, this means that Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord.) A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.
8. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Rules and the Lease. A material breach of this Addendum shall be a material breach of the Lease and will be good cause for immediate termination or non-renewal of the Lease by the Landlord. Additionally, if Tenant should breach this Addendum, Tenant shall reimburse Landlord for any and all expenses incurred to restore the unit to a smoke free condition.
9. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smoke free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease and Rules.

OWNER / OWNER'S AGENT \_\_\_\_\_ TENANT(S) \_\_\_\_\_  
 (Agent) (Tenant)  
 Date Date

1. Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the Lease;
  2. Agreement by the Tenant that the Owner may take, hold, or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the housing unit after the Tenant has moved out of the unit. The Owner may dispose of this personal property in accordance with State law;
  3. Agreement by the Tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
  4. Agreement of the Tenant that the Owner may institute a lawsuit without notice to the Tenant;
  5. Agreement by the Tenant that the Owner may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
  6. Agreement by the Tenant to waive any right to a trial by jury;
  7. Agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the Lease;
  8. Agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses; or
  9. Agreement by the Tenant (other than a Tenant in transitional housing) to accept supportive services that are offered.
- C. In addition to the foregoing, by signing this Rider, Owner certifies that the Lease is compliant with the HOME or the NHTF Program.

OWNER: \_\_\_\_\_ TENANT: \_\_\_\_\_  
 By: \_\_\_\_\_ By: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

**HOUSEHOLD CERTIFICATION & SIGNATURES**

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student. I/we agree to provide upon request source documents evidencing the source and other information disclosed above. I/we consent and authorize the disclosure of such information and any such source documents to the City, County or HUD and any agent acting on their behalf. I/we understand that the submission of this information is one of the requirements for tenancy and does not constitute an approval of my application, or my acceptance as a tenant.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature _____	(Date) _____	Signature _____	(Date) _____
Signature _____	(Date) _____	Signature _____	(Date) _____

**SIGNATURE OF OWNER/REPRESENTATIVE**

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, the Land Use Restriction Agreement (if applicable), and Section 1602 Program requirements (if applicable) to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CRIME FREE LEASE ADDENDUM**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Lessee, any member of the Lessee's household or a guest or other person under the Lessee's control shall not engage in criminal activity, including but not limited to drug-related criminal activity, theft, battery and other violent crime, arson, sex crime, etc., regardless of whether or not the crime is committed on premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the controlled Substance Act 21 U.S.C. 802). Criminal activity will be considered as occurred if Lessee, any of the Lessee's household members, or a guest or other person under the Lessee's control is considered under reasonable suspicion, arrested, formally charged and/or incarcerated.

**MEDICAL AND RECREATIONAL MARIJUANA**

**New Holland Apartments is hereafter known as The Property.**

The Property will deny admission to those households with a member who this property determines, at the time of admission, is using marijuana for either recreational or medical uses.

The Property will evict a family when it is determined that a household member is using marijuana (recreational or medical) or when it is determined that a pattern of use of marijuana interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The Property prohibits the use of marijuana on any of its premises.

The Property will not allow any tenant, tenant household family member, tenant guest, client, customer, visitor, vendor, contractor, employee or any other person who is a registered qualifying patient to use marijuana on or in its property.

To receive Federal funding The Property must follow Federal law, rules and regulations.

**Federal Law:**

Federal law categorizes marijuana as a Schedule I substance under the controlled substance act (CSA) and the manufacture, distribution or possession of marijuana is a criminal offense (21 U.S.C. Sec 801).

**Illinois Medical Marijuana Law:**

On January 1, 2014 the "Compassionate Use of Medical Cannabis Pilot Program Act" went into effect in the state of Illinois. The Act (HB-0001) was signed into law on August 1, 2013 by Gov. Pat Quinn. This Act allows the use of marijuana for medical reasons; however, it does not change the fact it is a violation of federal law to use marijuana for medical or recreational reasons. Since The Property receives federal funding, The Property must follow federal law.

**Illinois Recreational Marijuana Law:**

On January 1, 2020 the "Cannabis Regulation and Tax Act" goes into effect in the state of Illinois. The Act (HB-1438) was signed into law on June 25, 2019 by Gov. J.B. Pritzker. The Act allows recreational use of marijuana in Illinois. This Act allows the recreational use of marijuana; however, it does not change the



**VIOLENCE, DATING VIOLENCE  
OR STALKING**

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

OMB Approval No. 2502-0204

**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD New Holland Apartments	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_

Form HUD-91067  
(9/2008)

fact it is a violation of federal law to use marijuana for medical or recreational reasons. Since The Property receives federal funding, The Property must follow federal law.

2. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.

3. Tenant or members of the household will not permit the dwelling units to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.

5. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be a good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Tenant.

TENANT \_\_\_\_\_ Date \_\_\_\_\_

TENANT \_\_\_\_\_ Date \_\_\_\_\_

AFFORDABLE HOUSING MANAGER \_\_\_\_\_ Date \_\_\_\_\_

New Holland Apartments

NOTICE OF OCCUPANCY RIGHTS UNDER  
THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development  
OMB Approval No. 2577-0286

**Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The Illinois Housing Development Authority (IHDA) is the State agency that oversees that **Low Income Housing Tax Credit Program** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.<sup>3</sup>

**Protections for Applicants**

If you otherwise qualify for assistance under **Low Income Housing Tax Credit Program**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under **Low Income Housing Tax Credit Program**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **Low Income Housing Tax Credit Program** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

**Affiliated individual** means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

**Removing the Abuser or Perpetrator from the Household**

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.



*If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please call the office.*

<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.  
<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.  
Form HUD-5380 (06/2017)

**Moving to Another Unit**

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incident of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.  
A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

**Confidentiality**

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

**Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and

2) Could result in death or serious bodily harm to other tenants or those who work on the property. If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

**Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

**Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **Illinois Housing Development Authority (312)-836-5200 111 E. Upper Wacker Dr. #1000 Chicago, IL 60601.**

**For Additional Information**

You may view a copy of HUD's final VAWA rule at \_\_\_\_\_ **Office located at**

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact \_\_\_\_\_.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact: **Sojourn Shelter and Services 217-726-5100.**

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact: **Prairie Center Against Sexual Assault- 24 HR Hotline- 217-753-8081**

Victims of stalking seeking help may contact: **Prairie Center Against Sexual Assault- 24 HR Hotline- 217-753-8081**

**Attachment:** Certification form HUD-5382

**CERTIFICATION OF U.S. Department of Housing and Urban Development OMB Approval No. 2577-0286 DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION**

**Purpose of Form:** The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency, or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

- 1. Date the written request is received by victim: \_\_\_\_\_
- 2. Name of victim: \_\_\_\_\_
- 3. Your name (if different from victim's): \_\_\_\_\_
- 4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_
- 5. Residence of victim: \_\_\_\_\_
- 6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_
- 7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
- 8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**BEDBUG PLAN OF ACTION**

**Property Name:**

This is a plan of action to follow to both prevent a bedbug infestation and an action plan to follow if bedbugs are encountered.

Bedrock Property Management requires properly trained personnel to respond to and treat infested units. Because involving properly trained personnel in the eradication plan is very difficult and costly, Bedrock Property Management requires tenants to cooperate fully in both the prevention and in the treatment solution and policies relating to controlling bedbug infestations.

This Plan will acknowledge that all parties are aware of bedbug issues and will cooperate throughout the tenancy to deal with potential issues.

**Move-In Inspections and Certifications:**

Bedrock Property Management has inspected the unit and the property is bedbug free at move-in. Bedrock Property Management inspects, and if necessary, treats all vacated units for bedbugs prior to offering the Unit for re-rental.

In addition, the tenant has inspected the unit and certifies the Unit is bedbug free before moving in.

\_\_\_\_\_ (Tenant Signature)

Tenant(s) claim that all furnishings and personal properties to be moved into the Unit are free of bedbugs. \_\_\_\_\_ (Tenant Initials)

**Occupancy Requirements:**

Tenant(s) hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities for the duration of tenancy:

- I agree to perform inspections of items entering my Unit. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and personal belongings for signs of bedbugs before re-entering your Unit. Check backpacks, shoes, and clothing after using public transportation or visiting theatres. After guests visit, inspect beds, bedding, and upholstered furniture for signs of bedbug infestations.
- I understand that purchases of used or new furniture and other personal items (clothing, luggage, etc.) is the major source of new infestations. I agree that all purchases of furniture, bedding, luggage, clothing, shoes, and other personal belongings will not be brought onto the Property until after inspection that such items are bedbug free.
- I further agree that rented furniture will not be brought onto the Property until after inspection that such items are bedbug free.
- I agree to report any problems to Bedrock Property Management immediately. I understand that even a few bedbugs can rapidly multiply to create a major infestation that can spread to other Units. Bedrock Property Management will then be given immediate access to your Unit for inspection.
- I agree to cooperate with pest control efforts. If you Unit or a neighbors Unit is infested, properly trained personnel will be called in to inspect and eradicate the problem.
- I agree to comply with recommendations and requests from other pest control specialists prior to treatment.

**Cost of Bedbug Treatment of Infested Units:**

Tenant must certify the unit is bedbug free before move-in and agree to prevent and control possible infestation. In the event of an infestation Bedrock Property Management will arrange treatment of the unit. The tenant will be required to pay for the treatment for bedbugs the tenant(s) or tenant(s) guests bring into the unit.

**Indemnification:**

Tenant agrees to indemnify and hold Bedrock Property Management harmless from any actions, claims, losses, damages, and expenses including but not limited to attorney's fees that Bedrock Property Management may incur as a result of negligence of the tenant(s) or any guest occupying or using the premises, including failure of tenant or any guest to perform duties imposed by this agreement.

It is acknowledged that Bedrock Property Management shall not be liable for any loss of personal property to the Tenant, as a result of an infestation of bedbugs. (Tenant may wish to obtain personal property insurance to cover such losses.)

**Default:**

Any default of this Plan or of the Lease by tenant shall entitle Bedrock Property Management to pursue all rights and remedies available under the Lease, or applicable law including, but not limited to, terminating the tenant's right to possession of the premises for material non-compliance.

The following will be considered material non-compliance of the Lease:

- Any misrepresentation by the tenant in this Plan.
- Failure to promptly notify Bedrock Property Management of the presence of bedbugs.
- Failure to adequately prepare for treatment in the sole discretion of the properly trained pest control personnel.
- Refusal to allow Bedrock Property Management to inspect the premises.
- Any action that prevents treatment of the Unit or increases the bedbug issue.

By signing below, the undersigned tenant(s) agree and acknowledge having read and understood this Bedbug Plan of Action.

SIGNATURE:

DATE:

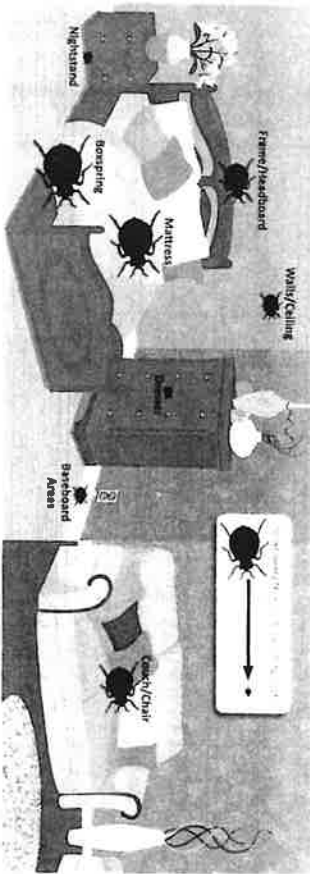
_____	Head of Household	_____
_____	Household Member	_____
_____	Household Member	_____
_____	Housing Manager	_____

# BITE BACK! YOU CAN CONTROL BED BUGS.

Bed bugs are a widespread problem in Illinois and around the world. Here's what you can do to protect yourself.

## WHERE TO LOOK: BED BUG HIDING SPOTS

Bed bugs hide in cracks and tight spaces within 6 to 8 feet of the sleeping areas - above, under and around.



### WHAT TO LOOK FOR



Dark brown or black spots



Bedbug life cycle



**WHAT ABOUT BITES?**  
The only way to be sure that you have bed bugs is to find the bug. Why? Because like those of other insects, bed bugs do not have antennae and therefore cannot smell. Bed bugs do not react to their bites at all.

**HOW YOU GET BED BUGS**

- Travel
- Used Furniture
- Guests

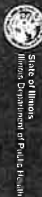
### Top 4 Things You Can Do To Stop Bed Bugs

- Reduce clutter, especially in bedrooms.
  - Look often for signs in sleeping areas.
  - Put bedding and other items in the clothes dryer using high heat for at least 30 minutes.
  - Report problems quickly to landlord and/or an experienced pest control operator.
- Heat is one of the best treatments for bed bugs because it kills all bed bugs, eggs to adults.



**IMPORTANT!** Bed bug bombs and foggers do NOT work for controlling bed bugs.

For Additional Information Contact:



Illinois Department of Public Health  
Pest Control Project | www.idph.state.il.us/pestcontrol



HOUSE RULES

**New Holland Apartments**

Name of On-site Manager: Bedrock Property Management  
Office Hours:

Landlords Contact Information:

After Hours Maintenance  
Emergency Only:

**I. Request for Reasonable Accommodation**

It is the policy of The Property to make Reasonable Accommodations for persons with disabilities. A reasonable accommodation is a change, exception, or adjustment to the program, services, building, or dwelling unit that will allow a qualified person with a disability to participate fully in our housing program, take advantage of all services offered, and/or to live in the dwelling unit.

A request for accommodation may be made by the person with the disability, a family member or someone else acting on the individual's behalf. Requests should be submitted to the on-site manager of the property.

**II. General Rules and Regulations**

- A. In the event of fire, immediately evacuate your Unit using the quickest and safest route. If you are not in immediate danger, prior to evacuating, dial 911, and then evacuate your Unit using the quickest and safest route. All residents should preplan TWO (2) escape routes from their Unit in case of fire.
- B. We urge you to get renter's insurance for your belongings. **Your property is not covered by the insurance covering the building.**
- C. Utilities must be in the name of the Head, Co-Head, or Spouse and must be kept on throughout the lease term. Non-payment or disconnect of utilities is a violation of these house rules.
- D. Tenant must live in the Unit and the Unit must be the Tenant's only place of residence. Tenants shall use the Unit only as a private dwelling for themselves and the individuals on the Lease.
- E. Tenant may notify Landlord of intent to vacate upon thirty (30) days' written notice at the end of a lease term.
- F. Tenant can terminate the lease early by providing thirty (30) days' written notice and paying an early termination fee equal to 1.5 months' rent. Extenuating circumstances will be taken into consideration with regard to waiving the early termination fee.
- G. During the terms of the lease, if the Low-Income Housing Tax Credit (LIHTC) Income limits increase, the rent which is based on Income Limits, may be raised with a 45-day notice to the new LIHTC maximum rent charge.
- H. Please notify the on-site manager when you will be gone from your Unit (vacation, trips, etc.) for any length of time exceeding seven (7) days.

- I. A unit will be considered abandoned when rent has not been paid for at least 30 days and there are no visible signs of occupancy. When a unit becomes abandoned, Management may enter the unit and remove any abandoned property. Abandoned property will be held for a maximum of 30 days and after that, if not claimed, Management will dispose of the property.

- J. A Tenant without a disability that is housed in an accessible or adaptable unit must transfer to a unit without such features should an applicant with disabilities need the unit. The transfer will be made at the Landlord's expense.

- K. Tenant will be accountable for behavior and damage caused by Tenant's household or guests. Children should be supervised at all times.

**III. Rules Regarding Payment of Rent**

All rents will be due on the first day of every month and in any event must be paid no later than the fifth (5<sup>th</sup>) day of the month.

- A. Rents not received by the close of business on the fifth (5<sup>th</sup>) day of the month are considered delinquent, and the Tenant will incur a late fee (\$25.00). Non-payment of rent will result in the service of a five-day notice for rent due, with possible legal processing to follow. If the Tenant pays in full or meets with the manager to agree to a written repayment agreement within the five-day period, the manager has the option to rescind the five-day eviction notice. If the Tenant does not pay within the five-day time period, the Tenant's file will be sent to the attorney to begin eviction proceedings.

- B. Rents will be collected by the manager in the form of a check or money order only. No cash will be accepted. If applicable, the tenant may also pay rents via the tenant portal using any of the methods offered by said portal. The tenant will incur any bank related NSF fees for any returned payments.

**IV. Household Changes**

Tenant agrees to notify Landlord immediately, in writing, if any of the following changes occur during tenancy:

- A. Student Status - Tenant or any household member become a full-time student.
- B. Composition – household size changes.
- C. Income – if your rent is based upon your income and you have a change, it should be reported immediately.
- D. During the first six (6) months of lease, except for birth, adoption or custody of children, no adult member may join the household.

**V. Tenant's Maintenance Obligation**

Tenant hereby certifies and agrees to properly maintain the Unit and to notify Landlord of any repairs or maintenance needs.

- A. Please get the approval of Landlord prior to making any changes in your Unit. All approvals should be in writing.
- B. No painting (interior or exterior), wallpaper or borders.
- C. Large items such as beds or dressers should not be placed in front of windows.

- D. Curtains and draperies may be installed over the blinds if furnished. Pictures and shelves may also be hung. Hardware must be removed, and the walls restored to their original condition at move-out.
- E. The toilets, sinks and wash basins are to be used only for the purpose for which they are intended, and no dust, rubbish or litter are to be put into the same. Damage to the plumbing will be repaired at the Tenant's expense.
- F. The water shall not be left running in the bathroom, kitchen, (except to prevent freezing during extreme cold temperatures) or elsewhere in the Unit and all leaks shall be immediately reported to the on-site manager.
- G. Tenants will be responsible for repair charges for intentional or negligent damage to the Unit and surrounding areas beyond normal wear and tear caused by the Tenant, household members or guests and for failure to report the need for repairs.
- H. No credit will be given for repairs made by Tenant unless Tenant receives prior written approval from Landlord.
  - 1. Keys
    - 1. Tenants may not alter or install a new or modified lock on any door.
    - 2. Lock Out: There is a \$40 lockout fee during normal working hours. After hours, weekends, or holidays, the lockout fee is \$80.
    - 3. Tenants will be responsible for any charges incurred to change locks.
    - 4. The cost for an additional key or to replace a lost key is subject to the chargeables list.
    - 5. The cost to replace a mailbox key is subject to the chargeables list.
    - 6. If all keys are not returned at move-out, Tenant will be responsible for any charges incurred to change the locks.
  - 1. Premises Cleanliness and Maintenance.
    - 1. Tenants shall sweep and dust the Unit regularly.
    - 2. Tenants shall clean kitchen appliances regularly.
    - 3. Tenants shall mop vinyl floors regularly.
    - 4. Tenant shall maintain the Unit free from excessive clutter.
    - 5. Tenant shall clean all bathroom surfaces with appropriate cleaning solutions on a regular basis.
    - 6. Tenants shall not use abrasive cleansers on bathtubs or shower enclosures.
    - 7. Tenants shall test surfaces for color safeness before using cleaning solutions.
    - 8. Tenants shall periodically remove dust build-up in wall heaters or request assistance in completing such cleaning. Tenant understands that electrical breakers should be switched to the "off" position before cleaning electrical appliances or heaters.
    - 9. Tenants are responsible to maintain and keep the smoke detectors and CO detectors operational at all times. Please check them regularly and report any problems immediately. Circuit breakers are to remain on the "on" position and batteries kept in place at all times. Tenants will be charged a \$35 fee for rendering detectors inoperable.
    - 10. We consider the changing of furnace filters to be a maintenance requirement. It is very important that furnace filters be changed regularly and properly. This is a regularly scheduled maintenance event, and you will be notified when the maintenance staff will install new filters before entering your unit.
- K. Notification of Management:
  - 1. If you experience problems with your Unit, please let the on-site manager know as soon as reasonably possible, regardless of whether the problem arises from your own conduct or ordinary wear and tear.
  - 1. Work Orders will be answered on a priority basis. Minor problems may not be answered as quickly as an emergency problem.

- 2. Tenants should only contact the After-Hours Maintenance number when the following emergency maintenance problems occur after hours, on weekends or on holidays:
  - a. A water leak, excessive moisture or standing water inside the Unit.
  - b. A malfunction of any part of the heating, air conditioning or ventilation system.
  - c. A malfunction of any appliance or hot water heater.
  - d. Clogged or malfunctioning toilets.
  - e. Doors or window locks that are not properly functioning.
  - f. Smoke detectors or CO detectors which are not properly functioning.
  - g. A malfunction to any part of the electrical system.
  - h. A gas leak, evidence of or a strong smell.
  - i. Any other situation endangering the life, health or safety of residents or the general public.

**VI. Inspections**

- A. To properly maintain your Unit, a complete inspection will be made at least once a year. We will notify you in advance of the inspection.
- B. At least annually, representatives of IHDA, HUD, the lender or another funding agency will make periodic inspections. Your Unit may be inspected at that time.
- C. If we have notified you of an inspection, we may enter your Unit if you are not home at the time of the scheduled inspection.
- D. Housekeeping inspections may be conducted periodically or during routine or planned maintenance. Any Tenant who fails three (3) housekeeping inspections within an eighteen (18) month period will be subject to eviction.

**VII. Tenant/Neighbor Relations**

- A. All complaints to management should be in the form of writing.
- B. If a complaint arises between tenants, please attempt to resolve the problem with the people involved. If the problem continues, please notify the on-site manager. The manager will work with all involved to remedy the situation.
- C. Tenants are not to disturb the neighbors with loud music, loud parties, yelling, etc. All residents have the right for quiet enjoyment of their Unit. You must not create any hazards that will adversely affect the health or safety of any person.
- D. Quiet hours are from 10:00 p.m. to 8:00 a.m. weekdays and from 11:00 p.m. to 9:00 a.m. weekends and holidays, unless local law or ordinances imposes other requirements.
- E. If you feel that Landlord is not responding to your complaints, please ask to see the Tenant Grievance Policy in the office.

**VIII. Exterior Care and Trash Removal**

- A. The exterior of each Unit is to be well maintained. There should be no trash or debris. Sidewalks and porches should be kept clear of personal items.
- B. Signs, placards, etc. shall not be posted anywhere inside or outside of the Unit.
- C. No windowsills, balconies, patios, stairways, hallways or ledges shall be used for storage purposes or be obstructed in any way.
- D. Landlord reserves the right to cause to be removed anything on the unit exterior which, in its sole judgement, creates an unsightly appearance or hazard after giving Tenant prior notice to remove objects.



- XI. Parking** The following rules apply if the project provides parking.
- A. Tenants must park in the Tenant's designated parking area. Specific parking spaces are not assigned in the Tenant parking area.
  - B. Handicap parking spaces may only be occupied and used by individuals/vehicles that have a government-issued handicap parking permit.
  - C. No driving or parking on the grass.
  - D. No more than one vehicle per adult tenant is allowed in the parking areas. All vehicles must be licensed and registered with the State of Illinois.
  - E. All vehicles must be in running condition. Derelict, crippled, or abandoned vehicles are not allowed. Violators will be towed away at the owner's expense.
  - F. Motor homes, boats, travel trailers, snow machines, etc. are not allowed.
  - G. No repairs to vehicles are allowed. Any motor vehicle with a fluid leak of any kind will not be allowed to park in the paved area.
  - H. Do not drive vehicles over lawns or park motorcycles on patios or sidewalks, during any season. Motorcycles must be parked in the parking area. NO EXCEPTIONS.

**XII. Sprinkler System**

The following rules apply if the building is equipped with a sprinkler system.

- A. Be careful when working around sprinklers or when moving objects near the ceiling. If you break a sprinkler, you will get wet – very wet.
- B. Fire sprinklers and pipes are not hangers and are not designed to support anything (including Christmas decorations). Hanging or attaching objects to a fire sprinkler or pipes is prohibited and will interfere with the distribution of water and limit the effectiveness of the sprinkler.
- C. Treat all fire alarm systems and fire sprinkler systems with care and respect as they are intended to save lives and property.

**XIII. Pets**

Pet/Animals are only allowed with an approved pet application and pet fee. See Pet Policy for all details.

**XIV. Smoking**

Smoking is PROHIBITED in all indoor common areas and community rooms, including the office and laundry facilities, if any. SEE NO SMOKING POLICY LEASE ADDENDUM.

- A. Smoking is allowed on the outdoor portions of the property, but please be respectful of those around you.
- B. Smoking is not allowed in any dwelling unit at the property, this includes your garage.

**XV. Other Considerations**

- A. Landlord reserves the right to rescind or change any of the foregoing rules and to make such other rules from time to time as may be deemed needful for the safety, care and cleanliness of the complex and for securing the comfort and convenience of all the tenants.

- E. Dust, rubbish or litter shall not be swept or thrown on patios, balconies, porches or lawns.
- F. No gasoline or other flammable materials or explosives of any kind are allowed in any Unit, on patios or porches.
- G. Please regularly dispose of garbage and refuse in a sanitary manner in the dumpster. Trash is not to be stored in the hallways or outside your Unit. Garbage should be wrapped or placed in a plastic bag prior to disposal. Cardboard boxes should be flattened prior to disposal. Arrangements should be made for large or heavy items, such as furniture. Those items should not be placed in or near the dumpster and may be subject to a disposal fee.
- H. No satellite dish or any other items (including holiday lights/decorations) are to be permanently attached to the exterior of the building.
- I. No additional buildings or sheds are to be built on the Property.
- J. No one is ever allowed to be on the roof. If items are thrown on the roof, you must notify management for their removal.
- K. When grilling, all grills should be kept at least 10 feet from any building structure.

**IX. Guests**

- A. Only the persons listed on the lease are allowed to live in the Unit. Any Tenant that allows someone to move in who is not listed on the lease will be subject to possible eviction.
- B. Tenants shall not house recurring overnight guests for a period longer than 14 days per year. Tenants may be given special permission from management to house out of town visitors for longer periods than described above. Management will need to be notified of your situation.
- C. When parking, Tenant's guests should be mindful of resident parking.
- D. Tenant is responsible at all times for the conduct of guests.
- E. Any soliciting, survey-taking or door-to-door sale is absolutely prohibited unless invited in. Should any of these appear at your door, please notify the on-site manager.
- F. Management maintains a list of persons who have a no trespass order in or on the property. Do not allow these people to visit.

**X. Drugs and Crime**

Failure to comply with the following rules will constitute a basis to terminate the Lease. SEE CRIME FREE LEASE ADDENDUM.

- A. Tenant, members of the Tenant's household or Tenant's guests shall not engage in criminal activity, including gang activity or drug related criminal activity on or off the premises. Drug related criminal activity means the illegal manufacture, sale, distribution, use or possession or intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- B. Tenant, members of the Tenant's household or Tenant's guests shall not permit the Unit to be used for or to facilitate criminal activity.
- C. Tenant, members of the Tenant's household or Tenant's guests shall not engage in acts of violence or threats of violence, including the unlawful discharge or use of a weapon on or off the premises.
- D. Proof of a violation shall not require a criminal conviction but shall be established by a preponderance of the evidence.
- E. Tenant shall not allow a convicted felon or registered sex offender into their Unit.

- B. Violations of these rules subject Tenant to written notice of violation and all violations are considered a material breach and default of the Lease.
- C. If Tenant violates any of these rules to the damage of Landlord or other tenants, Tenant shall reimburse such damaged party for the damages suffered.
- D. In case of any conflict between these rules and the Lease, the provisions of the Lease shall control

Please be respectful of your neighbors in all ways. A pleasant and considerate attitude is always appreciated. If you have questions, suggestions, or complaints feel free to contact the on-site manager.

**I HAVE READ, UNDERSTAND AND WILL COMPLY WITH THE ABOVE RULES AND REGULATIONS.**

Tenant	Date
Co-Tenant	Date
Co-Tenant	Date
Affordable Housing Manager	Date



This institution is an equal opportunity provider and employer.



SERVICES AND MATERIALS CHARGEABLE TO TENANTS

1. Check returned for "non-sufficient funds" Actual cost of NSF fees charged by bank
2. Open door for "locked out" Tenant – During normal working hours After hours, weekends, and holidays \$40.00  
\$80.00
3. Replace outside door locks at tenant's request Actual cost of labor and materials
4. Additional keys (over initial issued), mailbox keys, key fobs \$10.00 each
5. Any supply items, such as garbage cans, mini-blinds, etc. Actual cost of labor and materials
6. Service call (during normal working hours) due to carelessness or neglect of tenant, (clogged toilet, sink, broken outside water faucet, broken windows, holes in wall, range repair, trash, etc.) Fire damage due to tenant carelessness or neglect, any repair or cleaning expenses not covered by insurance. (insurance deductible will be charged to tenant.) Actual cost of labor and materials
7. Lawn and garden area (where applicable) mowing, trimming and/or raking \$50.00
8. Cleaning vacant unit and/or disposal of any part, fixture, appliance, clothing, etc. left in unit or on premises either by vacated tenants or by tenants or by tenants in residence that are not covered by disposal contract, but require special pick-ups. Charged at actual cost of extra pick-up plus cost of actual labor
9. Vehicle parked or driven on lawn \$25.00 per day
10. Abandoned vehicles Actual cost of disposal
11. Willfully rendering a smoke or carbon monoxide detector inoperable Missing battery from smoke or carbon monoxide detector \$35.00 per detector  
\$5.00 per battery
12. Not picking up after pets. \$40.00 per incident

Labor rate during normal working hours is \$40 per hour.

Any labor chargeable to tenant done outside of normal working hours and during holidays will be charged at actual cost, minimum charge \$80.

UNIT INSPECTION REPORT

Property Name	Unit #	Annual	REPAIRS NEEDED (Comments)	ACCEPTABLE	REPAIRS NEEDED (Comments)
Inspection Date	Inspected By	Move-in	HALLWAYS	YES	NO
		Move-Out	Ceiling		
			Closet Doors		
			Electrical Fixtures		
			Floors		
			Handrails		
			Steps/Landings		
			Walls		
			<b>BEDROOM 1</b>		
			Floor		
			Ceiling		
			Closet		
			Door		
			Electrical Outlets		
			Floor		
			Lighting		
			Screens		
			Walls		
			Window Blinds		
			Windows		
			<b>BEDROOM 2</b>		
			Ceiling		
			Closet		
			Door		
			Electrical Outlets		
			Floor		
			Lighting		
			Screens		
			Walls		
			Window Blinds		
			Windows		
			<b>BATHROOM 1</b>		
			Ceiling		
			Doors/Locks		
			Electrical Outlets		
			Floor		
			Screens		
			Walls		
			Window Blinds		
			Lighting		
			Windows		
			<b>BATHROOM 2</b>		
			Ceiling		
			Doors/Locks		
			Electrical Outlets		
			Floor		
			Exhaust Fan		
			Floor		
			Lighting		
			Medicine Cabinet		
			Sink/Faucet		
			Toilet		
			Toilet Paper Holder		
			Towel Bars		
			Tub/Shower		
			Vanity		
			Walls		
			<b>LAUNDRY</b>		
			Ceiling		
			Doors		
			Dryer		
			Electrical Fixtures		
			Lighting		
			Shelving		
			Walls		
			Washer		
			<b>COMMENTS:</b>		

KEY RECEIPT

This will acknowledge receipt of the following at move-in:

\_\_\_\_\_ House Keys \_\_\_\_\_ House Key # \_\_\_\_\_

\_\_\_\_\_ Mailbox Keys \_\_\_\_\_

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Affordable Housing Manager \_\_\_\_\_

Date \_\_\_\_\_

TO BE COMPLETED AT MOVE OUT:

KEY RETURN

This will acknowledge the return of the following at move-out:

\_\_\_\_\_ House Keys \_\_\_\_\_

\_\_\_\_\_ Mailbox Keys \_\_\_\_\_

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Affordable Housing Manager \_\_\_\_\_

Date \_\_\_\_\_

**PET POLICY**

	ACCEPTABLE		REPAIRS NEEDED (Comments)	ACCEPTABLE		REPAIRS NEEDED (Comments)
	YES	NO		YES	NO	
<b>BATHROOM 2</b>						
Ceiling			MISCELLANEOUS			
Doors/Locks			Circuit Breaker			
Electrical Outlets			Door Bell			
Exhaust Fan			Furnace			
Floor			Hot Water Heater			
Lighting			Locks and Keys			
Medicine Cabinet			Phone Jacks			
Sink/Faucet			Smoke Alarms			
Toilet			Thermostat			
Toilet Paper Holder			Water Sprinkles			
Towel Bars			Evidence of			
Tub/Shower			Moisture/Mold			
Vanity			Plumbing checked			
Walls			Fer leaks			
<b>BEDROOM 3</b>			Infestation			
Ceiling			Evidence of Smoke			
Closet						
Door			<b>EXTERIOR</b>			
Electrical Outlets			Air Conditioner			
Floor			Back Porch			
Lighting			Doors			
Screens			Driveway			
Walls			Dryer Vent			
Window Blinds			Front Porch			
Windows			Garage Door			
			Gutters			
			Shutters			
			Sidewalk			
			Stiding			
			Water Spricel			
			Windows			
			<b>GARAGE</b>			
			Ceiling			
			Doors			
			Floors			
			Lighting			
			Opener			
			Storage			
			Walls			
			Windows			
<b>COMMENTS:</b>						

Unit is decent, safe, sanitary and in good repair. \_\_\_\_\_ (Initial)  
 Any deficiencies noted on the inspection at Move-In that require cleaning or repair will be addressed by the Owner within 30 days from lease date.  
 Tenant has 5 days from the date of inspection to report additional deficiencies.  
 The above information is accurate and complete.

Inspector \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Date \_\_\_\_\_

L. Application for Pet Permit  
 Prior to housing any pet on the premises, the tenant shall apply for a pet permit which shall be accompanied by the following:

- A. A current license issued by the appropriate authority, if applicable; and
- B. Evidence that the pet has been spayed or neutered, as applicable; and
- C. Evidence that the pet has received current rabies and distemper inoculations or boosters, as applicable; and
- D. Evidence of payment of a \$350 non-refundable pet fee per pet (dogs & cats only). This pet fee must be paid in addition to the required security deposit.
- E. Residents must identify an alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. The identification of an alternate custodian must occur prior to the Management Agent issuing a pet registration permit. Custodians must state in writing that they are willing to be the pet care giver. The Management Agent must have the custodian's home address and phone number.

II. All tenants with pets permitted to be kept under this policy shall comply with the following rules:

- A. Permitted pets are domesticated dogs, cats, fish, reptiles, birds, hamsters, guinea pigs and gerbils. All other animals are specifically excluded.
- B. Birds, hamsters, guinea pigs, and gerbils are considered caged animals and must be kept in a cage at all times.
- C. Fish and reptiles must be confined to an aquarium not to exceed 20 gallons.
- D. The weight of the dog or cat may not exceed fifty (50) pounds (adult size).
- E. A maximum of one caged animal (or one aquarium containing multiple fish or reptiles) plus two other pets will be permitted not to exceed a total of three pets. Note this specifically excludes owning three dogs, three cats, or combinations of dogs and cats.
- F. Vicious animals will not be allowed.
- G. Dogs and cats must be licensed yearly and residents must show proof of annual rabies and distemper booster inoculations required by state or local law.
- H. All dogs and cats must be spayed or neutered.
- I. Non-caged pets must be housebroken by the time they begin residing in the unit so as to maintain the cleanliness and integrity of the unit and avoid damage.
- J. No animal shall be permitted to be loose on the property outside of a unit.
- K. When taken outside the dwelling, dogs and cats must be kept on a leash, controlled by an adult.
- L. All pets must be kenneled or restrained when maintenance is working inside the unit.
- M. Tenants shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other neighboring tenants. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.
- N. Tenants will be required to get rid of any pet that causes injury another person or pet.
- O. Tenants must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.

- P. Tenants are solely responsible for cleaning up pet droppings, if any, outside the dwelling and on the grounds. Droppings must be disposed of by being placed in a sack and then placed in a refuse container outside the dwelling.
- Q. Tenants shall take adequate precautions and measures necessary to eliminate pet odors within or around the dwelling and shall maintain said dwelling in a sanitary condition at all times.
- R. If pets are left unattended for a period of twenty-four (24) hours or more, the Management Agent may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provision of state law and pertinent local ordinances. The Management Agent accepts no responsibility for the animal under such circumstances.
- S. Tenants shall not alter their dwelling, patio, or grounds area in order to create an enclosure for any pet.
- T. Tenants are responsible for all damages caused by their pets, including the cost of cleaning of carpets and/or fumigation of units.
- U. Tenants are prohibited from feeding or harboring stray animals. The feeding of any stray animals shall constitute having a pet without written permission of the Management Agent.
- V. Should any pet housed on property give birth to a litter, the tenant shall remove all pets causing non-compliance with this policy within sixty (60) days.
- W. Visitors are not allowed to bring pets, and tenants shall not engage in "pet-sitting".
- X. No animals shall be tied up on the outside or left unattended. No dog houses, animal runs, etc., will be permitted.

These rules may be amended from time to time, as necessary, by the Management Agent and such amendments shall be binding on the tenants upon notice thereof.

III. Residents who violate these rules are subject to:

- A. Being required to get rid of the pet within 14 days of written notice by the Management Agent; and/or
- B. Eviction.

IV. The privilege of maintaining a pet in housing owned and/or operated by the Management Agent shall be subject to the rules set forth above. This privilege may be revoked at any time, subject to the Management Agent's Hearing Procedures, if the animal should become destructive, create a nuisance, represent a threat to the safety, health and security of other residents, or create a problem in the area of cleanliness and sanitation.

V. A breach of any of the foregoing rules constitutes a breach of the tenant's lease and can result in not only the revocation of the privilege of keeping a pet, but may result in any of the sanctions set forth in the resident's lease for breach thereof, including forfeiture of further leasehold rights and termination of the lease. Further, the resident is subject to the Animal Control Act, Section 351 et seq. of Chapter 8 of the Illinois Revised Statutes. The election of a remedy by the Management Agent for a tenant's breach of the foregoing rules is not exclusive and the Management Agent may thereafter pursue any of the various remedies set forth in the lease as the Management Agent may, in its discretion, decide.

(Signature page to follow)

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Manager

\_\_\_\_\_  
Date

Bedrock Property Management  
New Holland Apartments

**Vehicle Registration Form**

\*Williams Street Townhomes has a policy of one vehicle per adult tenant\*  
Please complete one form per adult/vehicle.

**Tenant**

Name: \_\_\_\_\_ Unit: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Prorated move in amount \_\_\_\_\_

Resident \_\_\_\_\_  
Address \_\_\_\_\_

Date \_\_\_\_\_

1. House keys and mailbox keys will be provided by NHA after signing the lease agreement.
2. Notify the post office of your change of address.
3. Trash & lawncare is provided. Your trash pickup day is Thursday.
4. Maintenance requests should be completed through the ResMan app.
5. Maintenance emergency after hours (weekends/holidays) please call \_\_\_\_\_
6. Office issues please call \_\_\_\_\_

Rent	\$	
Pet Fee	\$	
Total	\$	
Total paid	\$	
Paid By	<input type="checkbox"/> Check	<input type="checkbox"/> Money Order <input type="checkbox"/> ResMan
Security Deposit	\$	
Total Paid	\$	
Paid By	<input type="checkbox"/> Check	<input type="checkbox"/> Money Order <input type="checkbox"/> ResMan

Amount paid by 3<sup>rd</sup> party: \_\_\_\_\_

Rent  Deposit  Other: \_\_\_\_\_

Name of 3<sup>rd</sup> party: \_\_\_\_\_

**Vehicle**

License Plate: \_\_\_\_\_ Make: \_\_\_\_\_

Model: \_\_\_\_\_ Year: \_\_\_\_\_

Color: \_\_\_\_\_

**EMERGENCY CONTACT FORM**  
**New Holland Apartments**

*Please provide the following emergency contact information. This information will be extremely important in the event of an accident or medical emergency.*

*It is your responsibility to contact us with any updated changes to this information.*

Tenant name: \_\_\_\_\_  
Signature \_\_\_\_\_  
Last 4 of Social: \_\_\_\_\_  
Unit Address: \_\_\_\_\_  
\_\_\_\_\_   
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**By checking this box, you agree to allow management to discuss all aspects of your occupancy with the person listed below if the need arises.**

**If you do not check the box, the emergency contact will only be contacted in case of emergency.**

**EMERGENCY CONTACT PERSON**

Name of Emergency Contact: \_\_\_\_\_  
Relationship to You: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_   
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**\*\*If you wish to list more than one emergency contact, please contact the office for an additional form.**

