

STERLING PARK APARTMENTS RESIDENTIAL LEASE AGREEMENT

LEASE ADDENDUM FOR OCCUPANTS OF PUBLIC HOUSING UNITS

1. Agreement to the Terms of the Lease Addendum

The Tenant acknowledges that the Unit is a public housing unit that may receive assistance from the Chicago Housing Authority (the "Authority"), and that the Unit is a qualified low income unit within the meaning of Section 42 of the Internal Revenue Code of 1986, as may be amended from time to time ("Section 42"). Tenant and the Lessor agree that the Tenant's Lease for the Unit is subject to the provisions of the rules of the U.S. Department of Housing and Urban Development ("HUD"), Section 42, the Lessor's agreements with the Authority, and the additional terms and conditions of the Lease Addendum for Occupants of Public Housing Units. The terms and conditions of the Lease Addendum are made part of the Lease. In the event of conflict between the provisions of the Lease Addendum and the provisions of the Lease, the provisions of the Lease Addendum will govern.

2. Permitted Occupants

- a) The Tenant agrees that only those persons listed below are authorized to reside in the Unit as members of the Tenant's household:

| Name | SSN | Age | Relationship |
|-------------|------------|------------|----------------------|
| | | | Head of Household |
| | | | Co-Head of Household |
| | | | |
| | | | |
| | | | |

- b) The Tenant and the Lessor agree that only the following person(s) are authorized to live in the Unit as the Live-In Attendant of the Tenant, or the Live-In Attendant of a member of the Tenant's household:

| Name | Address | Telephone | SSN |
|-------------|----------------|------------------|------------|
| | | | |
| | | | |

- i) By signing the Lease Addendum, the Tenant certifies (1) that the Live-In Attendant is essential to the care and well-being of the Tenant or a member of the Tenant's household; (2) that the Live-In Attendant is not obligated for the support of the Tenant or any member of the Tenant's household; and (3) that the Live-In Attendant would not be present in the Tenant's Unit except to provide care to the Tenant or a member of the Tenant's household.
- ii) The Tenant and the Lessor agree that the Live-In Attendant is not a member of the Tenant's household and shall not be afforded the rights of a Tenant, or a member of a Tenant's household under the applicable provisions of HUD rules. The Tenant and the Lessor agree that the income and the assets of the Live-In Attendant shall not affect the amount of the Tenant's rent, or the Tenant's eligibility for continued occupancy in the Unit. The Tenant agrees that the Tenant is responsible for the conduct of the Live-In Attendant. The Tenant agrees that the Lessor may terminate the Lease based on any act or omission of the Live-In Attendant that violates the Lease, the Lease Addendum, or the Rules and Regulations of the Property as in effect from time to time and posted at the management office for the Property.

3. Rent and Utility Reimbursements

- a) The Tenant elects to pay as rent (select one):

_____ A rent based on household income; provided that the Tenant shall make a minimum monthly rent payment of \$75 or such higher amount as may be established by the Authority, minus the applicable utility allowance.

_____ A flat rent, based on a schedule determined by the Lessor.

- b) The Lessor agrees that if the Tenant elects to pay a flat rent, the Tenant may change to a rent based on household income if:

- i) The household's income is reduced because of a loss or reduction in employment, a death in the family, or other changed circumstances.
- ii) The household's expenses are increased for medical costs, child care, transportation, educational expenses, or similar items.
- iii) There are other circumstances of financial hardship.

- c) If the Tenant elects to pay a rent based on household income but cannot afford the minimum monthly rent payment of \$75 or such higher amount as may be established by the Authority because of a financial hardship expected to last 90 days or more, the Tenant may request a hardship exemption from the minimum rent requirement. The Lessor agrees that in the event of a request for a hardship exemption, the minimum

rent requirement shall be suspended until the Lessor determines that there is no financial hardship, or that the financial hardship is expected to last less than 90 days, or that the financial hardship is expected to last 90 days or longer. The Lessor further agrees that there shall be no termination of the Lease for non-payment of rent for the 90 day period beginning on the first day of the month following the month of the Tenant's request for a hardship exemption. In the event the Lessor determines that there is no financial hardship, the Tenant shall pay the Lessor all rent due and owing for the period during which the minimum rent is suspended. If the Lessor determines that the financial hardship is expected to last less than 90 days, the Tenant shall pay all rent due and owing for the period during which the minimum rent is suspended based on a reasonable payment plan to be determined by the Lessor. The Tenant agrees that the Lessor may terminate the Lease for non-payment of any unpaid rent due and owing as provided in this paragraph 3(c). The Tenant will qualify for a hardship exemption if Lessor determines that there is hardship that is expected to last 90 days or more, including circumstances where:

- i) The family has lost eligibility for or is awaiting an eligibility determination for a government assistance program;
 - ii) The household includes a member who is a non-citizen lawfully admitted for permanent residence in the United States and who would be eligible for public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 - iii) The family would be evicted because of the inability to pay a minimum rent;
 - iv) Household income is decreased because of changed circumstances, including loss of employment;
 - v) There was a death in the family; or
 - vi) Other documented circumstances exist that Lessor determines create a financial hardship.
- d) The Tenant's monthly rent under the Lease shall be \$ _____.
- e) The Tenant's rent includes a utility allowance based on a schedule of utility allowances established by the Lessor. The Lessor may adjust the Tenant's rent from time to time based on changes to the schedule of utility allowances. The Lessor shall give the tenant no less than sixty (60) days advance notice of any change to the schedule of utility allowances. The Lessor agrees that the utility allowance may be increased based on the special needs of any elderly member of the Tenant's household, any member of the Tenant's household that is a person with disabilities, or other special factors affecting utility usage not within the control of the Tenant. The Tenant agrees to provide documentation of any special needs. Adjustments to rent

based on changes to the schedule of utility allowances shall take effect for the first rent payment due ninety (90) days after the notice of change to the schedule of utility allowances.

- f) In the event that the utility allowance exceeds the Tenant's rent, resulting in so-called "negative rent" payable to Tenant, such "negative rent" shall be paid directly by the Authority to the Tenant. The Tenant agrees to look solely to the Authority for payment of such "negative rent".

4. Security Deposit

The Tenant agrees to pay and the Lessor acknowledges receipt of a Security Deposit equal to the amount of the first month's rent paid by the Tenant, \$ _____, as of the date of the Lease Addendum.

5. Re-determination of Rent, Unit Size and Eligibility

- a) The Tenant acknowledges that under the requirements of Section 42, the Tenant's eligibility to remain in the Unit, and the rent for the Unit may be affected by a change in the composition of the Tenant's family, a change in the income of the Tenant or any member of the Tenant's household, or a change in any other factor affecting the Tenant's eligibility to remain in the Unit, as described in the Lease or this Lease Addendum.
- b) The Lessor shall reexamine the Tenant's eligibility to remain in the Unit, and the rent for the Unit, at the end of the Term of the Lease, and no less than annually thereafter. The Lessor shall also reexamine the Tenant's eligibility to remain in the Unit, and the rent for the Unit, if there is any change in the composition of the Tenant's family, if there is any change in the income of the Tenant or any member of the Tenant's household, or if there is any change in any other factor affecting the Tenant's eligibility to remain in the Unit.
- c) The Tenant agrees to report any change in the composition of the Tenant's family, any change in the income of the Tenant or any member of the Tenant's household, or any change in any other factor affecting the Tenant's eligibility to remain in the Unit within fifteen (15) days of the change.
- d) The Lessor agrees to provide the Tenant with at least thirty (30) days advanced written notice of any increase in rent caused by a change in the circumstances of the household. The increased rent shall be effective on the first day of the month after the end of the 30 day notice period.
- e) The Lessor agrees that any decrease in rent resulting from a verified change in household circumstances shall be effective on the first day of the month after the month in which the Tenant reports the change in circumstances.
- f) The Tenant agrees to comply with any request by the Lessor to verify information affecting the rent and the eligibility of the Tenant to remain in the Unit. The Tenant

agrees to provide any written consent requested by the Lessor for release of information from third parties to verify information affecting the rent and the eligibility of the Tenant to remain in the Unit. Failure or refusal to provide verifications within the time required by the Lessor, or to consent to the release of third party verifications, may result in termination of the Lease as described in paragraph 13 of the Lease.

6. Additional Obligations of the Lessor

The Lessor agrees that the following obligations will be additional obligations of the Lessor under the Lease:

- a) The Lessor will notify the Tenant of the specific grounds for any proposed adverse action by the Lessor, in accordance with this Lease Addendum. Adverse action may include termination of the Lease, transfer of the Tenant to another unit, a change in the Tenant's rent, or a requirement to pay any charges under the Lease.
- b) Except as provided in paragraph 11 of this Lease Addendum, each notice of adverse action shall inform the Tenant of the right to request a hearing according to the Lessor's grievance policy. The grievance policy is posted at the management office at the property. The Lessor agrees that no adverse action, except for those terminations of the Lease excluded from the grievance policy as provided in paragraph 10 of the Lease Addendum, shall take effect until after the time for the Tenant to request a hearing according to the grievance policy. If the Tenant requests a hearing according to the grievance policy, the Lessor agrees that no adverse action shall take effect until after the grievance process is completed.
- c) In the event that the Lease is terminated without fault or cause by the Tenant because any part of the Unit or common area is condemned, taken by eminent domain, expropriated or otherwise regulated by any governmental agency in a manner that would prevent lawful occupancy of the Unit, Lessor agrees to offer the Tenant a new lease in another public housing unit at the Property appropriate for the Tenant's household, if such a unit is available; provided that nothing in this paragraph 6(c) shall in any way affect the rights and obligations of the Lessor or the Tenant under Section 10 of the Lease.

7. Additional Obligations of the Tenant

The Tenant agrees that the following obligations will be additional obligations of the Tenant under the Lease. The Tenant agrees that the Lessor may terminate the Lease if the Tenant does not comply with the additional obligations:

- a) The Tenant's household shall not consist entirely of full-time students, unless, (i) the household includes a student who is also receiving benefits under the Temporary Assistance for Needy Families (TANF) program; (ii) the household includes a student who is enrolled in a job training program receiving assistance under the Job Partnership Training Act, or under a similar Federal, State or local law; (iii) the

household consists of a single parent and their children, so long as the single parent and his or her children are not declared as dependents on the tax return of another individual not residing in the household; (iv) all students consist of a married couple filing a joint tax return; or (v) the household consists of at least one student who was previously under foster care.

- b) The Tenant agrees to report any changes in the student status of any household member, attending kindergarten and higher, at any time during their tenancy within fifteen (15) days of the change. A change in student status includes any change in the school attended by the household member; any change or advancement in the school grade level of the household; if the household member has dropped-out or otherwise ceased to attend school during the school term.
- c) The Tenant's household shall not consist entirely of immigrants who are ineligible for federal housing assistance, as defined by the applicable federal statutes and regulations. The Tenant agrees that the Lessor may adjust the Tenant's rent if any member of the Tenant's household is an immigrant who is ineligible for federal housing assistance.
- d) The Tenant agrees to report any changes in household income, composition and other factors that affect the Tenant's eligibility for occupancy and other obligations of the Lease and this Lease Addendum to the Lessor within fifteen (15) days of the change. The Tenant agrees that the Lessor may terminate the Lease for repeated failure by the Tenant to report the change in a timely manner, or if the Tenant provided false or misleading information to the Lessor at the time of the Tenant's application for admission, or at the time of any re-determination under the Lease.
- e) The Tenant agrees that the Lessor may require the Tenant to move to another unit at the property based upon a change in the composition of the Tenant's family. In the alternative, if the issue is overcrowding, the Tenant may remain in the Unit if they voluntarily reduce the household composition to a level that is compatible with the size of the Unit. In the event the Lessor requires the Tenant to move to another unit at the property based on a change in the composition of the Tenant's family, and the Tenant either does not voluntarily reduce the size of the household composition, in the case of overcrowding, or refuses move to such unit, the Lessor may terminate the Lease. In the event that the Lessor terminates the Lease as provided in this paragraph 7(d), the Tenant may request a transfer to a public housing unit at a development owned or managed as a public housing development by or for the Authority.
- f) The Tenant agrees that the Lessor may terminate the Lease based upon a change in the income of the Tenant or any member of the Tenant's household, or a change in any other factor affecting the Tenant's eligibility to remain in the Unit, as may be required by Section 42. In the event the Lessor terminates the Lease based upon a change in the composition of the Tenant's family, a change in the income of the Tenant or any member of the Tenant's household, or a change in any other factor affecting the Tenant's eligibility to remain in the Unit, as may be required by Section

42, the Tenant must choose to (i) pay rent at the then established market rate for a Unit at the property, or move to a market rate unit of appropriate size, or (ii) request a transfer to a public housing unit at a development owned or managed as a public housing development by or for the Authority.

- g) The Tenant agrees that each adult member of the household age 18 or over shall engage in at least eight hours per month of community service or self-sufficiency activity approved by the Lessor. The Tenant agrees that if the Lessor determines that any adult household member fails to comply with the community service and self-sufficiency requirements of this paragraph 7(f), the Lessor may terminate the Lease at the end of the twelve (12) month period following the Tenant's last annual reexamination; provided that:
- i) The Lessor shall notify the Tenant of any non-compliance with the community service and self-sufficiency requirements and shall notify the Tenant of the right to cure non-compliance with the requirements of this paragraph 7(f).
 - ii) The Tenant may cure non-compliance with the requirements of this paragraph 7(f) if the Tenant and each adult household member enter into a written agreement with the Lessor under which each non-compliant adult household member will complete no less than ninety-six (96) hours of community service or self-sufficiency activity by the end of the twelve (12) month period following the Tenant's last annual reexamination, and under which every other adult household member agrees to remain in compliance with the requirements of this paragraph 7(f).
 - iii) The Lessor agrees that the Lease will not be terminated if, at the time the Tenant enters into the written compliance agreement, the Lessor determines that the non-compliant adult household member is no longer in the household.
 - iv) The provisions of this paragraph 7(f) shall not apply to a member of the household who (A) is under the age of eighteen or is age 62 or more; (B) is a blind person, or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i) or §1614; (C) is the primary caretaker of a blind person, or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i) or §1614; (D) is engaged in work and self-sufficiency activities approved by the Lessor, including activities that comply with paragraph 8 of this Lease Addendum; (E) meets the requirements for exemption from participation in work activities under a state program funded under Title IV-A of the Social Security Act or under any other welfare program in Illinois; or (F) is a member of a household receiving Transitional Assistance for Needy Families or any other welfare assistance in Illinois and has not been found to be out of compliance with the requirements of that program.

h) All household members age 18 or over and any household member between the ages of 17 and 18 that drops out of school must be engaged in one or in a combination of the following activities at least 30 hours each week:

- i) Employment;
- ii) Enrollment and regular attendance in an economic self-sufficiency program;
- iii) Verified job search and/or regular attendance at employment counseling;
- iv) Basic employment skills training;
- v) Enrollment and consistent attendance in a regular program of education, including general equivalency diploma classes, secondary or post-secondary education, or English proficiency or literacy classes.

i) All household members in the age ranges required by state and local law must regularly attend school.

j) If the Tenant disputes the amount of rent owed by the Tenant to the Lessor by requesting a hearing according to the Lessor's grievance policy, the Tenant agrees to pay the full amount of rent due to the Lessor, including the disputed amount. The Lessor shall hold the disputed amount of rent in escrow for the Tenant until the grievance process is complete; provided that:

- i) The amount the Tenant shall deposit is the amount determined by the Lessor to be due and payable beginning with the rent for the month preceding the month in which the Tenant's act or failure to act occurred. After the initial deposit, the Tenant shall deposit the same amount each month until the Tenant's grievance is resolved by decision after a grievance hearing, as provided in the Lessor's grievance policy.
- ii) The Lessor shall waive the Tenant's obligation to deposit rent in escrow if the Lessor determines that the Tenant is unable to make the payments because of financial hardship as defined by HUD regulations.
- iii) Unless the Lessor waives the Tenant's obligation to deposit rent in escrow, the Tenant's failure to make the escrow deposit shall terminate the grievance procedure. The failure to make the escrow deposit will not waive the Tenant's right to contest the matter through a judicial proceeding.

8. Work and Self-Sufficiency Requirements

The Tenant acknowledges that in order to qualify for initial occupancy in the Unit (select one):

- a) ____ The head of the household, or the co-head of the household, must be employed for no less than thirty (30) hours each week. The Tenant agrees that the Tenant or the co-head of household will remain employed no less than thirty (30) hours each week as a condition of continued occupancy and further agrees that the Lessor may terminate the Lease if the Tenant, or any member of the Tenant's household does not comply with the requirement of this paragraph 8(a).

Notwithstanding any other provisions of this paragraph 8(a), if at any time, the hours of work of the Tenant or co-head of household are involuntarily reduced below thirty (30) hours each week for reasons that are not the fault of the Tenant or co-head of household, the Lessor will not terminate the Lease so long as the Tenant or the co-head of household is engaged in an active job-search and in self-sufficiency activities approved by the Lessor. The Tenant or co-head of household must attain employment of thirty (30) hours a week no later than twelve (12) months after the date of the reduction in or loss of employment.

If the Tenant or co-head of household is engaged in self-sufficiency activities approved by the Lessor and nine (9) months after the reduction in employment the Tenant or co-head of household is not employed, the Lessor will notify the Authority. If neither the Tenant or Co-head of household attains employment of at least thirty (30) hours each week within twelve (12) months of the Tenant or co-head of household's loss of employment, the Lessor shall notify the Authority and the Authority shall transfer the Tenant to a dwelling unit outside the Property or provide the Tenant with a Section 8 Housing Choice Voucher, in accordance with the Relocation Rights Contract between the Authority and the Tenant. In the event the Tenant does not accept the transfer to another dwelling unit outside the Property or the Section 8 Housing Choice Voucher, the Lessor may terminate the tenancy pursuant to Paragraph 11 of this lease agreement.

- b) ____ The head of the household, or the co-head of the household must be engaged in an active job search and in activities by which the Tenant or the co-head of household will be employed no less than thirty (30) hours each week, or must be actively participating in a full time, multi-year degree, vocational certification program or other full time job training or economic self-sufficiency program approved by the Lessor. The Tenant agrees that the Tenant or the co-head of household will remain engaged in such activities during the first year of occupancy and further agrees that the Tenant or the co-head of household will be employed no less than thirty (30) hours each week as a condition of continued occupancy after the initial term of the Lease; provided that, if the Tenant was admitted because the Tenant or the co-head of household was enrolled in and actively participating in a full time, multi-year degree, vocational certification program or other full time job training or economic self-sufficiency program approved by the Lessor, the Tenant agrees that the Tenant or the co-head of household will be employed no less than thirty (30) hours each week as a condition of continued occupancy within (90) days of the anticipated date of program completion, based on regular, full time attendance, or when the enrollee completes

the program, whichever comes first. The Tenant agrees that the Lessor may terminate the Lease if the Tenant or co-head of household does not comply with the requirement of this paragraph 8(b).

Notwithstanding any other provision of paragraph 8(b), and without limiting the Tenant's rights under this paragraph 8(b), if the Tenant or co-head of household is required to maintain employment, and if the Tenant or co-head of household becomes involuntarily unemployed for reasons that are not the fault of the Tenant or co-head of household, the Tenant or co-head of household shall have ninety (90) days to secure other employment, and the Lessor shall not terminate the Lease during the ninety (90) day period, so long as the Tenant or co-head of household is engaged in an active job search.

If during the first year of occupancy, the Tenant or co-head of household is engaged in self-sufficiency activities approved by the Lessor and nine (9) months after admission to the Property the Tenant or co-head of household is not employed, the Lessor will notify the Authority; provided that if the Tenant was admitted because the Tenant or the co-head of household was enrolled in and actively participating in a full time, multi-year degree, vocational certification program or other full time job training or economic self-sufficiency program approved by the Lessor, the Lessor shall notify the Authority no less than ninety (90) days before the anticipated completion date of such program. If neither the Tenant or co-head of household attains employment of at least thirty (30) hours each week within ninety (90) days of the anticipated completion date or the actual completion of the approved multi-year degree, vocational certification program or other full time job training or economic self-sufficiency program, the Lessor shall notify the Authority and the Authority shall transfer the Tenant to a dwelling unit outside the Property, or provide the Tenant with a Section 8 Housing Choice Voucher, in accordance with the Relocation Rights Contract between the Authority and the Tenant. In the event the Tenant does not accept the transfer to another dwelling unit outside the Property or the Section 8 Housing Choice Voucher, the Lessor may terminate the tenancy pursuant to Paragraph 11 of this lease agreement.

The Lessor agrees that the requirements of this paragraph 8 shall not apply to households in which the Tenant, and the co-head of household if any, is age 62 or older; or households in which the Tenant, and the co-head of household if any, is a person with disabilities; or households in which the Tenant, and the co-head of household if any, cannot work because he or she is the primary caretaker of a blind person, or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i) or §1614.

9. Transfers

- a) If the Tenant occupies a Unit with features designed to accommodate the needs of people with disabilities, and no member of the Tenant's household needs the features of the Unit, the Tenant agrees to transfer to another suitable Unit at the Property upon

thirty (30) days written notice from the Lessor. As per the CHA Admissions and Continued Occupancy Policy (ACOP), CHA will pay the costs associated with the move and transfer of utilities.

- b) The Tenant agrees that the Lessor may transfer the Tenant to another Unit at the property if the Tenant's household is over-housed or under-housed, in the event of an emergency, for the reasons set forth in paragraph 7(e), or other special circumstances.

10. Renewal of the Lease

The Lease shall automatically renew at the end of the Term of the Lease, unless the Tenant is in violation of the Lease, or the terms and conditions of this Lease Addendum. The Lease will not be renewed if the Tenant refuses to accept the terms and conditions of the renewal of the Lease. Nothing in this paragraph shall limit the Lessor's ability to terminate the Lease, as described in the Lease or this Lease Addendum.

11. Termination of the Lease; Notice

- a) The Lessor may terminate the Lease for the reasons described in the Lease and in this Lease Addendum.
- b) If the Lessor terminates the Lease, the Lessor will notify the Tenant in the following manner:
 - i) The Lessor will provide fourteen (14) days advance written notice to the Tenant if the Lease is terminated for non-payment of rent.
 - ii) The Lessor will provide a reasonable period of advance written notice to the Tenant, considering the seriousness of the situation, no less than ten (10) but not to exceed thirty (30) days, in the event of (1) a threat to the health or safety of other tenants, employees or agents of the Owner or the Lessor, or persons residing in the immediate vicinity of the Property; (2) if any member of the Tenant's household engages in any drug related criminal activity or violent criminal activity; or (3) if any member of the Tenant's household is convicted of a felony.
 - iii) The Lessor will provide thirty (30) days advance written notice to the Tenant if the Lease is terminated for any other reason.

To the extent that applicable law would require a different notice period than stated above, the Lessor shall provide notice in accordance with all applicable legal requirements.

- c) A notice of termination of the Lease shall state the specific grounds for termination of the Lease, and shall inform the Tenant that the Tenant may reply to the notice. The notice of termination will advise the Tenant of the right to examine any documents in the possession of the Lessor that are relevant to the termination of the Lease. When an opportunity for an informal conference and a grievance hearing is required by the grievance policy, the notice of termination shall inform the Tenant of the right to

request an informal conference and a hearing according to the grievance policy. A copy of the grievance policy is attached to this Lease Addendum.

- d) The Lessor shall not be required to offer the Tenant an informal conference or a hearing according to the grievance policy if the Lease is terminated because of: (i) any criminal activity that threatens the health, safety or right of peaceful enjoyment of the Property by other residents, or employees or agents of the Owner or Lessor; (ii) any violent or drug-related criminal activity on or off the Property; or (iii) any criminal activity that results in the felony conviction of the Tenant or a member of the Tenant's household.

In the event the Lessor terminates the Lease for the reasons described in this paragraph 11(d), the notice of termination will state: (i) the specific reasons for the termination of the Lease, including whether the Lease is terminated for criminal activity that threatens the health, safety or right of peaceful enjoyment of the Property by other residents, or employees or agents of the Owner or Lessor, or drug-related criminal activity ; (ii) that the Tenant is not entitled to a hearing according to the grievance policy; (iii) that the Lessor will evict the Tenant by the judicial eviction procedures available under the laws of Illinois; and (iv) that HUD has determined that the judicial eviction procedures available under the laws of the State of Illinois contain the basic elements of due process, as defined by HUD.

- e) The Tenant acknowledges that the rent paid for the Tenant's Unit may be subsidized by an operating subsidy payment received by the Lessor from the Chicago Housing Authority pursuant to federal law and any applicable regulations of the U.S. Department of Housing and Urban Development ("HUD"). In the event in a shortfall in operating subsidy payments, or if the operating subsidy payment is reduced or eliminated, without cause by Lessor, the Tenant acknowledges that, subject to HUD requirements and the agreement of the Chicago Housing Authority, the Lessor may deviate from the requirements of the Lease and this Lease Addendum. Subject to HUD requirements and the agreement of the Chicago Housing Authority, the Tenant agrees that in the event of a shortfall, or if the operating subsidy payment is reduced or eliminated, Lessor may terminate the Lease and require the relocation of the Tenant. The Lessor acknowledges that the Tenant may receive an offer of replacement public housing, or an offer of a Section 8 Voucher, from the Chicago Housing Authority. The Lessor may choose to continue the Lease if the Tenant receives a Section 8 Voucher from the Chicago Housing Authority.
- f) Any notice to vacate required by the laws of the State of Illinois, or local law will be combined with and shall run concurrently with any notice to terminate the Lease.

12. Surrender

The Tenant shall surrender the Unit and return the keys to the Unit to the Lessor at the end of the Lease, or upon termination of the Lease.

13. Abandonment

The Unit shall be deemed abandoned based upon the standards set forth in the Municipal Code of Chicago, as may be amended from time to time. Among other things, the Code provides that a Tenant shall be deemed to have abandoned a dwelling unit when (a) the Tenant has provided Lessor with actual notice indicating the Tenant's intent not to return to the dwelling unit, or (b) the Tenant has been absent from the dwelling unit for 21 days, has removed their personal property from the dwelling unit and has failed to pay rent for that period, or (c) the Tenant has been absent from the dwelling unit for 32 days and has failed to pay rent for that period. Upon abandonment of the Unit by the Tenant, the Lessor shall have the right to relet the Unit and dispose of the Tenant's property in the manner provided by law.

14. Eviction

The Lessor shall evict the Tenant only by the judicial eviction procedures available under the laws of the State of Illinois.

15. Signatures, Certifications and Acceptance of the Lease Addendum

The undersigned hereby acknowledge, agree to and accept in full the terms and conditions of the Lease Addendum. The undersigned hereby certify and agree as follows:

- a) My attached income certification is true, correct, and complete. I agree to provide a similar certification annually upon request during the term of my occupancy.
- b) The Lessor has my permission to verify my income from my employer, using the attached form now and on an annual basis.
- c) If my income certification and/or any lease application submitted by me is false, or if I fail to provide annual certifications, the Lessor will have the right to terminate my Lease and recover possession of my Unit. I understand that the Lessor is relying on my income certification in accepting me as a Tenant, and that the Lessor will be seriously harmed if my income does not qualify the Unit for low-income housing tax credits. This certification shall be considered part of the Lease.

16. Attachments

The documents listed below are attached to the Lease and are made a part of the Lease:

_____ Admissions and Continued Occupancy Policy
_____ CHA Resident's Grievance Procedure
_____ Information on Lead Poisoning
_____ CHA Civil Rights Information Sheet
_____ Smoke Detector Acknowledgement Form
_____ CHA Reasonable Accommodation Policy and Procedure
_____ City of Chicago Residential Landlord/Tenant Ordinance Summary
_____ Third-Party Utility Form

_____ CHA Leaseholder Housing Choice and Relocation Rights Contract - 10/1/99, if applicable

_____ CHA Leaseholder Housing Choice and Relocation Rights Contract - Post 10/1/99, if applicable

_____ Domestic Violence Information Sheet

_____ CHA Standard Charge List

_____ No Smoking Addendum

Items listed above are subject to change by the Lessor and CHA

Tenant:

_____ Dated: _____
(Signature of Head of Household)

_____ Dated: _____
(Signature of Adult Household Member)

_____ Dated: _____
(Signature of Adult Household Member)

**MANAGING AGENT'S LOW-INCOME ELIGIBILITY WORKSHEET AND
CERTIFICATION OF QUALIFIED OCCUPANT**

Building Name: _____ Initial Certification: _____

Assigned Unit No.: _____ Bedroom Size: _____ Annual Recertification: _____

PART 1 - HOUSEHOLD COMPOSITION

| | Tenant's name (Last Name, First Name) | Relationship to Head | Age | Occupation | Full-Time Student |
|---------|--|-------------------------|-----|------------|-------------------|
| Head | | | | | |
| Co-Head | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

VERIFIED HOUSEHOLD INCOME

| | Gross Salary or Wages | Self- Empl. Income | Rental Income, Interest, Stock Div. | Retireme nt, Pension, Annuity | Social Security | Unempl., Disability Comp. | Welfare | Alimony, Child Support | Other |
|------|--------------------------------|--------------------------|---|--|--------------------|---------------------------------|---------|------------------------------|-------|
| Head | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | | | | | | | | | |

COMBINED TOTAL INCOME FOR ALL HOUSEHOLD MEMBERS:\$ _____

PART 2 - LOW-INCOME ELIGIBILITY CALCULATION

1. Combined Total Household Income (from Tenant Income Certification) \$_____

2. HUD Area Median Income for Household Size \$_____

Owner's Set-Aside Election: ____ 50% or ____ 60%

3. Is Tenant a Qualified Occupant? ____ Yes or ____ No

PART 3 - MANAGEMENT AGENT'S CERTIFICATION

I certify that the information contained herein is true and correct to the best of my knowledge and belief and that all verifications of Tenant's income required by the Lessor under its Management Agreement with the Owner have been obtained.

Lessor

NO SMOKING LEASE ADDENDUM

Date _____ Property Address _____ Unit Number _____

Resident Name _____

Resident Name _____

The following terms, conditions and rules are hereby incorporated into the Rental Agreement for the above unit effective _____.

- 1. Definition.** The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe, or other tobacco product or similar lighted product in any manner or in any form.
- 2. Smoke-Free Complex and No Smoking Policy.** Resident agrees and acknowledges that the premises to be occupied by resident and members of resident’s household have been designated a smoke-free living environment. Resident and members of resident’s household shall not smoke anywhere in the unit rented by resident, or in the common areas of the building where the resident’s dwelling is located, including but not limited to the lobby, reception areas, vestibule, hallways, elevators, stairwells, community rooms, bathrooms, laundry rooms, and offices. Additionally, no smoking is permitted within 25 feet of the building’s entry ways, porches and patios. This policy applies to all residents, guests, visitors, service personnel and employees.
- 3. Lease Violation.** Residents are responsible for the actions of their household, their guests and visitors. If you are observed in violation of this Addendum it will constitute both non-compliance of a material provision of the lease agreement and a serious violation of the lease agreement. In addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

Resident Signature

Date

Management Agent for Owner

Date

Resident Signature

Date