

HOLSTEN MANAGEMENT CORPORATION

LEASE RIDER #1

GUESTS/TRESPASSERS

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

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

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Property Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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HOLSTEN MANAGEMENT CORPORATION  
LEASE RIDER #2  
APARTMENT ITEMS

Additional agreement to lease dated \_\_\_\_\_ between tenant \_\_\_\_\_  
and **Holsten Management Corporation**.

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

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

- 2) **AIR CONDITIONER AGREEMENT**: Cooling for the units is provided under a central system at no cost to the Residents. Lessor makes no representations as to the quality or adequacy of such cooling.
- 3) **APARTMENT LOCK/KEY AGREEMENT**: Replacement keys to the building entrance will cost \$35.00 and the apartment will cost \$25.00 each. Lockout charges will be \$10.00 for office hours (8:00a.m. to 3:00 p.m., Mon-Fri) and \$25.00 after 3:00 PM and all day on the weekends.
- 4) **INCOME/EMPLOYMENT CERTIFICATION**: For those apartments where annual income/employment verification is required by a funding agency, tenant agrees to complete paperwork as needed by lessor.
- 5) **CONTROLLED SUBSTANCES**: It is understood that tenant possession of non-prescribed controlled substances in their apartments will be treated as a breach of lease and will subject the tenant to eviction action by lessor.
- 6) **RENT & SECURITY DEPOSIT PAYMENT**: First months rent and security deposit are to be paid by two separate checks or money orders made payable to Holsten Management Corporation. **NO CASH WILL BE ACCEPTED FOR ANY RENT PAYMENT**
- 7) **TENANT’S PERSONAL PROPERTY**: Landlord is not responsible for damage to tenant’s personal property because of fire, flood, wind, mechanical breakdown, or other reason. Landlord strongly recommends that Tenant get renter’s insurance to cover such loss.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Tenant’s Signature

\_\_\_\_\_  
Lessor’s Signature

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**DRAFT for Public Comment – NOT FOR OFFICIAL USE**  
**July 1, 2003 – July 30, 2003**

HOLSTEN MANAGEMENT CORPORATION

LEASE RIDER - #3

LEASE ADDENDUM FOR DRUG-FREE HOUSING

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

1. Tenant, any member of the tenant’s household or a guest or other person under the tenant’s control shall not partake in any criminal activity, including drug-related criminal activity, on or near project premises. **“Drug-related criminal activity”** means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Tenant, any member of the tenant’s household, or a guest 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 off project premises.
3. Tenant or member of the household **will not permit the dwelling unit to be used for, or to facilitate, criminal activity** including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Tenant will be responsible for all criminal activity regardless of whether tenant has actual knowledge of such activity.
4. Tenant or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location whether on or 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 any 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 added addendum shall be deemed a serious violation and material noncompliance with the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern. In the case of public housing units, the Public Housing Rider to the Chicago Apartment Lease shall prevail.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Tenant.

\_\_\_\_\_  
Tenant’s Signature

\_\_\_\_\_  
Property Manager’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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HOLSTEN MANAGEMENT CORPORAITON

LEASE RIDER #4

**BUILDING SAFETY ACKNOWLEDGEMENT**

SMOKE DETECTOR

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

EXITS, EXIT SIGNS, STAIRWELLS, AND FIRE ESCAPES

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

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

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

Signed: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

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HOLSTEN MANAGEMENT CORPORATION  
LEASE RIDER #5

Disclosure of Information on Lead-Based Paint and/or  
Lead-Based Paint Hazards in Pre-1978 Housing

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, and paint chips can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessor must disclose presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessor must also provide federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- (i)   No   Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii)   Yes   Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (Check (i) or (ii) below):
- (i)          Lessor has provided the lessee with all available records and reports pertaining to lead-based paint hazards in the housing list documents below.
- (ii)          Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- (c)          Lessee has received copies of all information listed above,
- (d)          Lessee has received the pamphlet "*Protect Your Family from Lead in Your Home*".

Agent's Acknowledgement (initial)

- (e)          Agent has informed the lessee of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of knowledge that the information they have provided is true and accurate.

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

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Revised 03/2001

LEASE RIDER #6

SECURITY RIDER

**Resident and Occupant Acknowledgement of Security Policy**

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

Signatures of All Adult Occupants:

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Date

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Date

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Date

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HOLSTEN MANAGEMENT CORPORATION  
Lease Rider # 7  
Lease Renewal Drug Testing

As a precondition to renewing this lease, Lessor requires that all adult members (persons 18 years and older) submit a urine or hair sample (as determined by lab) for an analysis of such sample for non-prescribed, prohibited controlled substances, by a qualified laboratory selected by Lessor.

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

Tenant consents to the release of the test results to Holsten Management Corporation for its use.

Tenant understands and agrees that his/her lease will not be renewed upon its expiration unless Tenant voluntarily submits a urine or hair sample (as determined by lab) from all adult household members for testing of non-prescribed, prohibited controlled substances pursuant to the procedures adopted by Lessor for such testing, and passes such test.

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

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

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

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LEASE RIDER #8

**TAX CREDIT COMPLIANCE CERTIFICATION**

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

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

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

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

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

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HOLSTEN MANAGEMENT CORPORATION

LEASE RIDER #9

Compliance with Property Specific Requirements – Hilliard Homes

The following are additional provisions of the Lease between the Tenant and Lessor. This Lease Rider #9 sets forth the obligations of Tenant and Lessor with regard to certain requirements for occupancy at Hilliard.

1. When Tenant was accepted for occupancy of a unit in the project, Lessor reviewed Tenant's application file for compliance with Property Specific Requirement – Hilliard Homes. A copy of the Property Specific Requirement – Hilliard Homes is set forth on Exhibit 1 attached. Based on the information provided by Tenant, Tenant demonstrated compliance with these criteria. Failure to provide accurate information by the Tenant is a breach of the Lease.

2. Cure Period. Check if applicable: \_\_\_\_\_

If Tenant was conditionally admitted because Tenant is in the "Cure Period" as defined on Exhibit 1, Tenant and Lessor have memorialized in writing the conditions Tenant is currently satisfying and must continue to satisfy to show that he or she is working to meet the Property Specific Requirement – Hilliard Homes ("The Compliance Plan"). Tenants who continue to work to meet the Property Specific Requirement – Hilliard Homes may continue to reside at the unit. If after the first nine (9) months of occupancy, Tenant does not meet such Property Specific Requirement – Hilliard Homes, the Lessor will notify CHA to transfer Tenant pursuant to the CHA Leaseholder Housing Choice and Relocation Rights Contract. If after one year of residency, the Tenant does not meet the Property Specific Requirement-Hilliard Homes as identified in the Compliance Plan, the Lessor shall notify CHA and CHA shall transfer Tenant to a unit outside the Development pursuant to the CHA Leaseholder Housing Choice and Relocation Rights Contract.

3. Continued Compliance with Property Specific Requirements

Tenant shall comply with the Property Specific Requirements, as described on Exhibit 1, throughout Tenant's residency in the unit. Failure to comply with these requirements shall be grounds for transfer pursuant to the CHA Leaseholder Housing Choice and Relocation Rights Contract. If no transfer is available pursuant to the CHA Leaseholder Housing Choice and Relocation Rights Contract, Tenant is subject to termination of tenancy or non-renewal of tenancy and eviction. CHA's failure to implement a transfer or comply with the CHA Leaseholder Housing Choice and Relocation Rights Contract shall not confer on the Tenant any right to continued occupancy in the unit or constitute a defense to a termination of tenancy or an eviction.