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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/25/2019 11:37 AM PG: 1 OF 45

This document prepared by
and when recorded return to:

Randall Johnson
Assistant Corporation Counsel
City of Chicago Department of Law
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602

HOME PROJECT COMPLIANCE SUMMARY AGREEMENT AND AMENDMENT TO REGULATORY AGREEMENT

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This HOME Project Compliance Summary Agreement and Amendment to Regulatory Agreement (this "Agreement") is made as of this 24th day of September, 2019, by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Housing ("DOH") and Spaulding Partners, L.P., an Illinois limited partnership (the "Borrower").

WITNESSETH

WHEREAS, the City has received from the United States Department of Housing and Urban Development ("HUD") an allocation of HOME Investment Partnerships Program ("HOME Program") grant funds, pursuant to the Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12721 et seq., as amended, supplemented and restated from time to time (the "Act"), which authorizes HUD to make funds available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, through, among other things, acquisition, new construction, reconstruction and rehabilitation; and

WHEREAS, the City is required to meet certain legal requirements set forth in the Act and in regulations set forth in 24 C.F.R. Part 92, and such additional regulations.

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orders, rulings, interpretations and directives for the HOME Program as may be promulgated or issued by HUD from time to time (the “**HOME Regulations**”) (together, the Act and the HOME Regulations shall be hereinafter referred to as the “**HOME Legal Requirements**”); and

WHEREAS, the HOME Legal Requirements require the City to use the HOME Program funds for certain eligible activities (the “**Eligible Activities**”); and

WHEREAS, the HOME Legal Requirements require that the City allocate certain of the HOME Program funds in connection with the provision of affordable housing to households whose incomes do not exceed sixty percent (60%) of the area median income adjusted for family size as determined by HUD from time to time; and

WHEREAS, the City made a loan of HOME Program funds to the Borrower in the original principal amount of \$898,883 (the “**Loan**”) evidenced by that certain Note made by the Borrower in favor of the City (the “**Note**”) and secured by that certain mortgage made by the Borrower in favor of the City on such date (the “**Mortgage**”); and

WHEREAS, the purpose of the Loan was to finance a portion of the costs of construction of a five (5) story brick and stone veneer structure containing thirty-five (35) units for low-income families and one (1) junior unit along with enclosed parking facilities located at 1750 North Spaulding Avenue in Chicago, Illinois, all as more fully described in Exhibit A hereto (the “**Property**”) for the provision of affordable housing to Eligible Income Families (as defined below); and

WHEREAS, the City and the Borrower entered into that certain Regulatory Agreement dated and effective as of March 1, 2005 (the “**Regulatory Agreement**”) which restricted the use of the Property; and

WHEREAS, certain other documents were entered into in connection with the Loan including, but not limited to, that certain Housing Loan Agreement, that certain Assignment of Rents and Leases, that certain Assignment of Contracts and Documents, that certain Escrow Agreement, that certain Environmental Indemnity Agreement, that certain Guarantee, and certain other documents in addition to the Regulatory Agreement (collectively with the Note, the Mortgage and the Regulatory Agreement, the “**Loan Documents**”); and

WHEREAS, the Borrower is the owner of the Property, and has constructed and rehabilitated the Property in accordance with the Loan Documents; and

WHEREAS, the City and the Borrower wish to enter into this Agreement to ensure the operation of the Property by the Borrower with the HOME Legal Requirements and the Regulatory Agreement;

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NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Borrower and the City each hereby agree as follows:

SECTION 1. DEFINITIONS, BORROWER'S REPRESENTATIONS AND COVENANTS.

The above recitals are hereby incorporated as if fully set forth herein.

Capitalized terms used herein and not otherwise defined herein shall have the same meaning given such terms in the Regulatory Agreement.

"30% Income Families" shall mean households whose incomes do not exceed 30% of the area median income adjusted for family size as determined by HUD from time to time.

"30% Rent Limits" shall mean rents that do not exceed either (a) 30% of the adjusted income of a family whose gross income equals 30% of the median income for the Chicago area, with adjustment for the number of bedrooms in the unit, as such adjusted income and Chicago-area median income are determined from time to time by HUD, less the Utility Allowance, or (b) if the unit receives Federal or State project-based rental subsidy, and the 30% Income Family pays as a contribution toward rent not more than 30% of the 30% Income Family's adjusted income, then the maximum rent (i.e. tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.

"50% Income Families" shall mean households whose incomes do not exceed 50% of the area median income adjusted for family size as determined by HUD from time to time.

"50% Rent Limits" shall mean rents that do not exceed either (a) 30% of the adjusted income of a family whose gross income equals 50% of the median income for the Chicago area, with adjustment for the number of bedrooms in the unit, as such adjusted income and Chicago-area median income are determined from time to time by HUD, less the Utility Allowance, or (b) if the unit receives Federal or State project-based rental subsidy, and the 50% Income Family pays as a contribution toward rent not more than 30% of the 50% Income Family's adjusted income, then the maximum rent (i.e. tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.

"60% Income Families" shall mean households whose incomes do not exceed 60% of the area median income adjusted for family size as determined by HUD from time to time.

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“60% Rent Limits” shall mean rents that do not exceed the lesser of (a) the fair market rent for comparable units in the area as established by HUD, less the Utility Allowance, or (b) 30 percent of the adjusted income of a family whose gross income equals 60 percent of the median income for the Chicago area, with adjustment for the number of bedrooms in the unit (as determined by HUD), as such adjusted income and Chicago-area median income are determined from time to time by HUD, less the Utility Allowance, all in accordance with the annual schedule determining maximum affordable monthly rents for the Chicago area by HUD.

“Baseline Rents” shall mean the amount of initial rent to be charged to tenants according to the Regulatory Agreement, inclusive of any Utility Allowance.

“Current Rents” shall mean the amount of rent actually charged currently for tenants in the HOME Project Units, plus any Utility Allowance, in accordance with the 30% Rent Limits, the 50% Rent Limits, or the 60% Rent Limits as applicable.

“Eligible Income Families” shall mean, collectively, 30% Income Families, 50% Income Families and 60% Income Families

“Utility Allowance” shall mean the monthly allowance for any utilities and services (excluding telephone) to be paid by the tenant.

Notwithstanding any representation, warranty or covenant in the Regulatory Agreement to the contrary, the Borrower hereby represents, warrants, covenants and agrees as follows:

1.1 The Property contains a total of 36 residential dwelling units (the “Project Units”). Thirty-five (35) of the Project Units were financed in part with HOME Program funds (the “HOME Project Units”). One (1) Project Unit is reserved for an on-site manager of the Property (the “Manager’s Unit”). The Manager’s Unit number is #204 on the 2nd floor.

1.2 Seven (7) of the HOME Project Units are restricted to occupancy by 30% Income Families (“30% AMI Restricted Low-Income Project”).

1.3 Nine (9) of the HOME Project Units are restricted to occupancy by 50% Income Families (“50% AMI Restricted Low-Income Project”).

1.4 Nineteen (19) of the HOME Project Units are restricted to occupancy by 60% Income Families (“60% AMI Restricted Project”).

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1.5 The 30% AMI Restricted Low-Income Project is configured as follows:

<u>Number of Bedrooms</u>	<u>Number of Units</u>	<u>Baseline Rents from Regulatory Agreement, including Utility Allowance</u>	<u>Current Rents, including Utility Allowance</u>
2 bedroom	1	\$808.00	\$925.00
2 bedroom	2	\$772.00; \$699.00	\$982.00
2 bedroom	2	\$1,028.00	\$992.00

Each of the units in the 30% AMI Restricted Low-Income Project shall be deemed to be floating units (the "30% Floating Units"). Subject to the prior written consent of the City, during the Term one or more of the HOME Project Units may hereafter be substituted for one or more of the initial 30% Floating Units specified below by the Borrower. The Borrower shall ensure that any such substitution shall maintain conformity of the Property with the requirements of the HOME Legal Requirements, and both that (a) the total number of 30% Floating Units remains the same, and (b) each substituted HOME Project Unit is comparable in terms of size, features and number of bedrooms with the originally designated 30% Floating Unit.

<u>Number of Bedrooms</u>	<u>Unit Numbers for Initial 30% Floating Units</u>
2 bedroom	202, 206, 302, 401, 501

1.6 The 50% AMI Restricted Low-Income Project is configured as follows:

<u>Number of Bedrooms</u>	<u>Number of Units</u>	<u>Baseline Rents from Regulatory Agreement, including Utility Allowance</u>	<u>Current Rents, including Utility Allowance</u>
2 bedroom	1	\$532.00	\$475.00
2 bedroom	1	\$782.00	\$725.00
2 bedroom	1	\$982.00	\$925.00
2 bedroom	2	\$1,039.00	\$982.00
3 bedroom	1	\$616.00	\$548.00
3 bedroom	1	\$1,063.00	\$995.00
3 bedroom	2	\$1,282.00	\$1,214.00

Each of the units in the 50% AMI Restricted Low-Income Project shall be deemed to be floating units (the "50% Floating Units"). Subject to the prior written consent of the City, during the Term one or more of the HOME Project Units may

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hereafter be substituted for one or more of the initial 50% Floating Units specified below by the Borrower. The Borrower shall ensure that any such substitution shall maintain conformity of the Property with the requirements of the HOME Legal Requirements, and both that (a) the total number of 50% Floating Units remains the same, and (b) each substituted HOME Project Unit is comparable in terms of size, features and number of bedrooms with the originally designated 50% Floating Unit.

<u>Number of Bedrooms</u>	<u>Unit Numbers for Initial 50% Floating Units</u>
2 bedroom	304, 402, 404, 406, 407
3 bedroom	200, 205, 408, 505

1.7 The 60% AMI Restricted Project is configured as follows:

<u>Number of Bedrooms</u>	<u>Number of Units</u>	<u>Baseline Rents from Regulatory Agreement, including Utility Allowance</u>	<u>Current Rents, including Utility Allowance</u>
Two	1	\$532.00	\$475.00
Two	2	\$782.00	\$725.00
Two	1	\$867.00	\$810.00
Two	1	\$971.00	\$914.00
Two	1	\$979.00	\$922.00
Two	1	\$982.00	\$925.00
Two	1	\$1,049.00	\$992.00
Two	1	\$1,099.00	\$1,042.00
Three	3	\$1,003.00	\$935.00
Three	5	\$1,063.00	\$995.00
Three	2	\$1,282.00	\$1,214.00

Each of the units in the 60% AMI Restricted Low-Income Project shall be deemed to be floating units (the "60% Floating Units"). Subject to the prior written consent of the City, during the Term one or more of the HOME Project Units may hereafter be substituted for one or more of the initial 60% Floating Units specified below by the Borrower. The Borrower shall ensure that any such substitution shall maintain conformity of the Property with the requirements of the HOME Legal Requirements, and both that (a) the total number of 60% Floating Units remains the same, and (b) each substituted HOME Project Unit is comparable in terms of size, features and number of bedrooms with the originally designated 60% Floating Unit.

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<u>Number of Bedrooms</u>	<u>Unit Numbers for Initial 60% Floating Units</u>
2 bedroom	201, 207, 301, 306, 307, 502, 504, 506, 507
3 bedroom	200, 203, 205, 208, 300, 303, 305, 308, 400, 403, 405, 503

1.8 The Current Rents for all of the units in the 30% AMI Restricted Project are as stated above in accordance with the 30% Rent Limits.

The Borrower shall not increase the rent for any of the units in the 30% AMI Restricted Project without the prior written approval of DOH. DOH shall annually provide the Borrower a chart containing the Maximum Rents for the units in the 30% AMI Restricted Project. If the Borrower wishes to increase the rents for any of the units in the 30% AMI Restricted Project (including an increase to any amount which is below the Maximum Rents) in any year during the HOME Term, the Borrower must first submit a rent increase approval request to DOH in the form attached hereto as Exhibit B. No increase in the rent for any of the units in the 30% AMI Restricted Project shall be permitted without the prior written consent of DOH.

Throughout the HOME Term, the rents for all of the units in the 30% AMI Restricted Project shall not exceed the 30% Rent Limits.

1.9 The Current Rents for all of the units in the 50% AMI Restricted Project are as stated above in accordance with the 50% Rent Limits.

The Borrower shall not increase the rent for any of the units in the 50% AMI Restricted Project without the prior written approval of DOH. DOH shall annually provide the Borrower a chart containing the Maximum Rents for the units in the 50% AMI Restricted Project. If the Borrower wishes to increase the rents for any of the units in the 50% AMI Restricted Project (including an increase to any amount which is below the Maximum Rents) in any year during the HOME Term, the Borrower must first submit a rent increase approval request to DOH in the form attached hereto as Exhibit B. No increase in the rent for any of the units in the 50% AMI Restricted Project shall be permitted without the prior written consent of DOH.

Throughout the HOME Term, the rents for all of the units in the 50% AMI Restricted Project shall not exceed the 50% Rent Limits.

1.10 The Current Rents for all of the units in the 60% AMI Restricted Project are as stated above in accordance with the 60% Rent Limits.

The Borrower shall not increase the rent for any of the units in the 60% AMI Restricted Project without the prior written approval of DOH. DOH shall annually provide the Borrower a chart containing the maximum rents for the units in the 60% AMI

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Restricted Project as determined by HUD (the "Maximum Rents"). If the Borrower wishes to increase the rents for any of the units in the 60% AMI Restricted Project (including an increase to any amount which is below the Maximum Rents) in any year during the HOME Term (as defined below), the Borrower must first submit a rent increase approval request to DOH in the form attached hereto as Exhibit B. No increase in the rent for any of the units in the 60% AMI Restricted Project shall be permitted without the prior written consent of DOH.

Throughout the HOME Term, the rents for all of the units in the 60% AMI Restricted Project shall not exceed the 60% Rent Limits.

1.11 Utilities for the property are paid for by the tenant. The current Utility Allowance for the tenants calculated by the Borrower as follows:

2 bedroom units	(30%)	\$57
2 bedroom units	(50%)	\$57
2 bedroom units	(60%)	\$57
3 bedroom units	(30%)	\$68
3 bedroom units	(50%)	\$68
3 bedroom units	(50%)	\$68

No changes may be made to the Utility Allowance without the prior written consent of DOH. The Borrower shall annually submit the amount of Utility Allowance proposed for the review and approval of DOH.

1.12 If upon income recertification, a tenant household occupying a unit in the 30% AMI Restricted Project evidences income exceeding 30% of Chicago-area median income, but less than 80% of Chicago-area median income, such unit shall still be considered a unit in the 30% AMI Restricted Low-Income Project, and the rent for such unit shall remain restricted as provided in this Section until another tenant is identified whose income is below 30% of Chicago-area median income to fill the next available unit. The Borrower shall maintain the number of HOME Project Units, including the number of units in the 30% AMI Restricted Low-Income Project required hereunder at all times.

1.13 If upon income recertification, a tenant household occupying a unit in the 50% AMI Restricted Project evidences income exceeding 50% of Chicago-area median income, but less than 80% of Chicago-area median income, such unit shall still be considered a unit in the 50% AMI Restricted Low-Income Project, and the rent for such unit shall remain restricted as provided in this Section until another tenant is identified whose income is below 50% of Chicago-area median income to fill the next available unit. The Borrower shall maintain the number of HOME Project Units, including the

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number of units in the 50% AMI Restricted Low-Income Project required hereunder at all times.

1.14 If upon income recertification, a tenant household occupying a unit in the 60% AMI Restricted Project evidences income exceeding 60% of Chicago-area median income, but less than 80% of Chicago-area median income, such unit shall still be considered a unit in the 60% AMI Restricted Low-Income Project, and the rent for such unit shall remain restricted as provided in this Section until another tenant is identified whose income is below 60% of Chicago-area median income to fill the next available unit. The Borrower shall maintain the number of HOME Project Units, including the number of units in the 60% AMI Restricted Low-Income Project required hereunder at all times.

1.15 The Sections above shall be deemed satisfied, despite a temporary noncompliance therewith, if the noncompliance is caused by increases in the incomes of existing tenants and if actions satisfactory to HUD are being taken to ensure that all vacancies are filled in accordance with this Agreement until the noncompliance is corrected.

Tenants who no longer qualify as Eligible Income Families due to an increase in income after initial occupancy which causes such Family's income to equal or exceed 80% of the Chicago-area median income (an "Over-Income Family") shall thereafter pay as rent the lesser of (i) the maximum amount payable by the tenant under State or local law, or (ii) 30 percent of the Over-Income Family's adjusted monthly income as recertified annually. If any HOME Project Unit which is occupied by an Over-Income Family has been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42), the rent charged for such unit shall be governed by the provisions of Section 42. The Borrower shall, at all times, cause the HOME Project Units to comply with all guidance from HUD regarding any combination of a HOME Project Unit with any unit which has been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42), including but not limited to any and all rules regarding rent and income with respect to Over-Income Families and the leasing of the next available unit. No Over-Income Family who occupies a HOME Project Unit as a floating HOME Project Unit pursuant to this Agreement and the HOME Legal Requirements, if any, shall be required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood of the Project.

SECTION 2 TERM

This Agreement shall be in full force and effect from the date hereof through and including November 19, 2027 (the "HOME Term").

SECTION 3 AMENDMENT OF REGULATORY AGREEMENT

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The Regulatory Agreement is hereby amended adding/deleting the words indicated below to the applicable sections as follows:

3.1. Exhibit B I of the Regulatory Agreement is hereby amended by deleting the definitions for “Senior Lender” and “Senior Loan” and substituting the existing definitions with the following definitions set forth below as follows:

“Senior Lender” shall mean the Community Investment Corporation, an Illinois not-for-profit corporation.

“Senior Loan” shall mean a loan by the Senior Lender to the Borrower in the principal amount of one million four hundred eighty thousand dollars and 00/100 (\$1,480,000) and also with the following additional loan terms: (i) a term of approximately eight (8) years in any event which shall end no later than March 1, 2027 and (ii) an interest rate of four and fifty one hundredths percent (4.50%) per year.

“Senior Mortgage” shall mean that certain Mortgage, Assignment of Rents, Fixture Filing and Security Agreement dated the date hereof granted by the Borrower to the Senior Lender and securing payment of the Senior Loan.

3.2. Exhibit B II 3(a) of the Regulatory Agreement is hereby amended by deleting the existing language and adding the language set forth below as follows:

“3. (a) The Project shall consist of the following unit configuration with the following initial rents:

Number of Bedrooms	Number of Units	Initial Rent
2 (30%)	1	\$925.00
2 (30%)	2	\$982.00
2 (30%)	2	\$992.00
2 (50%)	1	\$475.00
2 (50%)	1	\$725.00
2 (50%)	1	\$925.00
2 (50%)	2	\$982.00
2 (60%)	1	\$475.00
2 (60%)	2	\$725.00
2 (60%)	1	\$810.00
2 (60%)	1	\$914.00
2 (60%)	1	\$922.00
2 (60%)	1	\$925.00
2 (60%)	1	\$992.00
2 (60%)	1	\$1,042.00

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3 (30%)	2	\$995.00
3 (50%)	1	\$548.00
3 (50%)	1	\$995.00
3 (50%)	2	\$1,214.00
3 (60%)	3	\$935.00
3 (60%)	5	\$995.00
3 (50%)	2	\$1,214.00

3.3 Exhibit B II 3(b) of the Regulatory Agreement is hereby amended by adding the language indicated by underline as follows:

“3. (b) The Low-Income Project shall consist of the following unit configuration with the following initial rents:

Number of Bedrooms	Number of Units	Initial Rent
2 (30%)	1	\$925.00
2 (30%)	2	\$982.00
2 (30%)	2	\$992.00
2 (50%)	1	\$475.00
2 (50%)	1	\$725.00
2 (50%)	1	\$925.00
2 (50%)	2	\$982.00
2 (60%)	1	\$475.00
2 (60%)	2	\$725.00
2 (60%)	1	\$810.00
2 (60%)	1	\$914.00
2 (60%)	1	\$922.00
2 (60%)	1	\$925.00
2 (60%)	1	\$992.00
2 (60%)	1	\$1,042.00
3 (30%)	2	\$995.00
3 (50%)	1	\$548.00
3 (50%)	1	\$995.00
3 (50%)	2	\$1,214.00
3 (60%)	3	\$935.00
3 (60%)	5	\$995.00
3 (50%)	2	\$1,214.00

3.5. Violence Against Women Act (VAWA) Requirements – Exhibit C hereto shall be added as an amendment to the Regulatory Agreement as follows:

Section 1. DEFINITIONS

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“Violence Against Women Act (VAWA) Requirements” shall mean those requirements set forth in Exhibit F hereto.

SECTION 2. BORROWER'S REPRESENTATIONS AND COVENANTS.

Section 2.43 The Borrower shall, at all times during the Project Term, comply the most current HOME Regulations to the satisfaction of the City in its sole discretion.”

2.44 Additional representations and covenants of the Borrower contained on Exhibit F hereto are hereby incorporated herein by reference.”

SECTION 4. RECORDS

4.1 All tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Borrower which is unrelated to the Project, shall be maintained, as required by the City, in a reasonable condition for proper audit and shall be subject to examination during business hours by representatives of the City. If the Borrower employs a management agent for the Project, the Borrower shall require such agent to comply with the requirements of this Regulatory Agreement and shall include such requirements in any and all management agreements or contracts entered into with respect to the Project.

4.2 (a) The Borrower shall maintain records evidencing compliance with all of the HOME Legal Requirements for all HOME Project Units; such records shall be maintained for the Inspection Period (as defined in the Regulatory Agreement).

(b) Subject to the provisions of the Regulatory Agreement, this Section shall survive beyond the Termination Date (as defined in the Regulatory Agreement).

4.3 The Borrower shall obtain and maintain on file during the Term a sworn and notarized Tenant Income Certification in a form provided by DOH with respect to each and every individual, group of unrelated individuals or family who is a tenant in a HOME Project Unit, signed by the tenant or tenants (i.e., the individual or individuals whose name or names appear on the lease) and obtained by the Borrower (a) prior to such tenant or tenants occupying the unit or signing a lease with respect thereto, and (b) thereafter at least annually so long as such individual, individuals or family remain as tenants in a HOME Project Unit. The first Tenant Income Certification obtained from any tenant shall have attached thereto copies of source documentation required pursuant to Part 5 of the Section 8 program for such tenant's income for a period of at least two months (the "Source Documentation"). Each Tenant Income Certification shall be kept on file with the Borrower during the Inspection Period; subject to the Regulatory Agreement, this covenant shall survive beyond the Termination Date. The Borrower shall assist each of the tenants in a HOME Project Unit in completing the Tenant Income

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Certification if necessary. If the Borrower shall become aware of evidence that any Tenant Income Certification failed to state completely and accurately information about the family size or income of the applicable tenants, the Borrower shall examine Source Documentation for such tenants. The Borrower shall examine Source Documentation evidencing annual income for each tenant in any HOME Project Unit not less than every three years.

4.4 The Borrower agrees that it will take any and all actions required by the City to substantiate the Borrower's compliance with the restrictions set forth herein, including, but not limited to, submitting to the City an Annual Owner's Certification in a form provided by DOH and executed by the Borrower, commencing on April 1 of the current year and on each April 1 thereafter through and including the last date of the Term. Subject to the Regulatory Agreement, this covenant shall survive beyond the Termination Date.

4.5 The Borrower shall provide to the City a tenant profile (in the form provided to the Borrower by DOH) for each Eligible Income Family for each HOME Project Unit within 30 days after such unit is leased to such tenant(s) (or, for units occupied by Eligible Income Families as of the date hereof, within 30 days from the date hereof). For each HOME Project Unit, promptly after the first leasing of such unit, the Borrower shall provide the City, unless prohibited by law, with data on the racial, ethnic, gender and income-level characteristics (including gender identification of the head(s) of household) of each tenant moving into the unit.

SECTION 5 ENFORCEABILITY

5.1 Subject to the provisions of the Regulatory Agreement, if a violation of any of the foregoing representations or covenants occurs or is attempted, and such occurrence or attempt is uncorrected for a period of 30 days after notice thereof from the City to the Borrower (provided, however, that if any such occurrence or attempt cannot reasonably be cured within said 30-day period and if the Borrower shall have commenced to cure such occurrence or attempt within said 30-day period and shall thereafter continue diligently to effect such cure, then said 30-day period shall be extended to 60 days upon written request from the Borrower to the City delivered during such 30-day period, and upon further written request from the Borrower to the City delivered during such 60-day period, said 60-day period shall be extended to 90 days; provided further, however, that the City shall not be precluded during any such periods from exercising any remedies hereunder if the City shall receive a request or notice from HUD to do so or if the City shall determine that the continuation of such uncorrected occurrence or attempt shall result in any liability by the City to HUD), the City and its successors and assigns, without regard to whether the City or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by the Borrower of its obligations hereunder,

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or may declare an event of default under the Loan Documents and exercise its rights thereunder, including without limitation foreclosure under the Mortgage. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recovery for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time.

5.2 If the Borrower fails to maintain the affordability requirements imposed hereunder, or otherwise takes any action which causes HUD to require repayment of the HOME Program funds invested in the Project by the City, the Borrower shall repay, as a recourse obligation of the Borrower, to the City upon demand the full amount of the Loan as an immediate repayment of the Loan.

5.3 All fees, costs and expenses of the City incurred in taking any action pursuant to this Section 4 shall be the sole responsibility of the Borrower.

5.4 The Borrower and the City each acknowledge that a primary purpose of requiring the Borrower to comply with the restrictions provided in this Agreement is to assure compliance of the Project and the Borrower with the provisions of the HOME Legal Requirements.

5.5 The Borrower further specifically acknowledges that the beneficiaries of the Borrower's obligations hereunder cannot be adequately compensated by monetary damages in the event of any breach or violation of any of the foregoing representations or covenants.

SECTION 6 COVENANTS TO RUN WITH THE LAND

The Borrower hereby subjects the Project to the covenants, reservations and restrictions set forth in this Agreement. The City and the Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall, throughout the Term, be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Borrower's successors in title to the Project throughout the Term. The Borrower hereby covenants to include the requirements and restrictions contained in this Agreement and in any documents transferring any interest in the Project to another person in order that such transferee has notice of, and is bound by, such restrictions, and to obtain from any transferee the agreement to be bound by and comply with the requirements set forth in this Agreement; provided, however, that each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Property or any portion thereof or interest therein (including, without limitation, any transfer of a beneficial interest in a land trust or a portion thereof) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract,

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deed or other instrument. After the end of the Term or, in the event that the covenants, reservations and restrictions hereof terminate pursuant to the provisions of hereof, on or after the applicable date of termination described herein, the City, upon such termination and upon a written request from the Borrower shall execute and consent to the recording of a release of this Agreement, at the expense of the Borrower.

SECTION 7 GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the internal laws of the State without regard to its conflict of laws principles, and, where applicable, the laws of the United States of America. In the event of any conflict between this Agreement and the Loan Documents, this Agreement shall control. In the event of any conflict between this Agreement and the HOME Legal Requirements, the HOME Legal Requirements shall control.

SECTION 8 NOTICE.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested.

IF TO CITY/:

HOLDER/MORTGAGEE: Department of Housing
121. N. LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

WITH COPIES TO:

Office of the Corporation Counsel
City of Chicago Department of Law
121 N. LaSalle, Room 600
Chicago, Illinois 60602

Department of Finance
City of Chicago
33 N. LaSalle Room, 6th Floor
Chicago, Illinois 60602
Attention Comptroller

IF TO MAKER/
BORROWER:

Spaulding Partners, L.P.
1818 West Peterson Avenue
Suite 900

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Chicago, IL 60660
Attn: George Ardelean

WITH COPIES TO: Applegate & Thorne-Thomsen, P.C.
425 Financial Place
Suite 1900
Chicago, IL 60605
Attn: Paul Davis, Esq.

And

The Community Investment Corporation
222 South Riverside Plaza, Suite 2200
Chicago, IL 60606
Attn: Jack Crane
Phone: (312)-258-0070

Property of Cook County Clerk's Office

SECTION 9 SEVERABILITY, NO NOVATION OF INDEBTEDNESS.

9.1 If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.2 The City and the Borrower acknowledge and agree that this Agreement does not constitute a novation of the existing indebtedness under the Loan. Except as amended or modified hereby, the provisions of the Loan Documents remain in full force and effect and are hereby ratified and confirmed.

SECTION 10 COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same document.

SECTION 11 RIGHT TO INSPECT.

Upon 30 days' prior notice to the Borrower, the Borrower shall permit, and shall cause any management agent for the Property to permit the City, HUD and/or the Comptroller General of the United States to inspect the Property at all reasonable times and access thereto shall be permitted for that purpose, subject to the rights of tenants. At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, the Borrower shall make available to the City, HUD and/or representatives of the Comptroller General of the

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United States all of its records with respect to matters covered by the Loan Documents. The Borrower shall permit, and shall cause any management agent for the Property to permit the City, HUD and/or representatives of the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make copies of records relating to personnel, conditions of employment and other data covered by the Loan Documents.

SECTION 12 NO THIRD PARTY BENEFITS.

This Agreement is made for the sole benefit of the City and the Borrower and their respective successors and assigns and, except as otherwise expressly provided herein, no other party shall have any legal interest of any kind hereunder or by reason of this Agreement. Whether or not the City elects to employ any or all of the rights, powers or remedies available to it hereunder, the City shall have no obligation or liability of any kind to any third party by reason of this Agreement or any of the City's actions or omissions pursuant hereto or otherwise in connection herewith.

[SIGNATURES APPEAR ON NEXT PAGE]

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IN WITNESS WHEREOF, the City and the Borrower have executed this Agreement by their duly authorized representatives, all as of the date first written hereinabove.

CITY OF CHICAGO, ILLINOIS, acting by and through its Department of Housing

By: *Marisa Novara*
Marisa Novara
Commissioner

NOTARY CERTIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Marisa Novara, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, he signed and delivered said instrument pursuant to authority given by the City as his free and voluntary act and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day of September, 2019.



(SEAL)

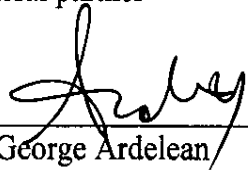
Betra Brown
Notary Public

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BORROWER:

SPAULDING PARTNERS, L.P., an Illinois limited partnership

By: SPAULDING DEVELOPMENT CORPORATION, an Illinois corporation, and its sole general partner

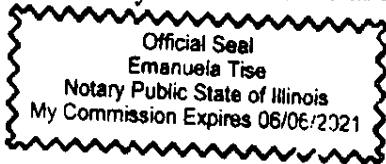
By: 
 Name: George Ardelean
 Title: President

NOTARY CERTIFICATION

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that George Ardelean, personally known to me to be the President of the Spaulding Development Corporation, an Illinois corporation and the sole general partner of Spaulding Partners, L.P., an Illinois limited partnership (the "Borrower"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me, acknowledged that they signed and delivered the said instrument pursuant to authority given by the Borrower, and as their free and voluntary act and deed and as the free and voluntary act and deed of the Borrower for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24th day of September, 2019.



(SEAL)



Notary Public

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EXHIBIT A

Legal Description

THE SOUTH 14 ½ FEET OF LOT 1 AND ALL OF LOTS 2, 3, 4, 5 AND 6 IN BLOCK 15 (EXCEPT FROM SAID LOT 1 THAT PART TAKEN, USED OR OCCUPIED FOR STREET OR ALLEY) IN J. R. LANES RESUBDIVISION OF BLOCK 14 AND THE EAST ½ OF BLOCK 15 IN E. SIMON'S SUBDIVISION OF THE SOUTH EAST ¼ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 1750 N. SPAULDING, CHICAGO, IL 60647

PERMANENT INDEX NUMBERS:	13-35-415-025-0000
	13-35-415-026-0000
	13-35-415-027-0000
	13-35-415-028-0000

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COOK COUNTY
RECORDER OF DEEDS

EXHIBIT B

RENT INCREASE APPROVAL REQUEST FORM

See attached.

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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Property Name

Property Address

HOME PROJECT
(Request for Rent Increase)

Check one of the Boxes

- The owner has decided to increase rents in the upcoming year.
- The owner has decided to keep all of the rents at present levels for the upcoming year. (If no rents are contemplated to increase, please sign the statement below and date the signature).

I hereby affirm that there are no plans to raise any of the rents for the HOME assisted units in the next twelve month period. I understand that pursuant to the new HOME regulations (effective June 2014) we will place any request for rent increases in writing and will require Department of Planning and Development's written approval before increasing any rent on a HOME assisted unit.

Date:

I hereby request the following rent increases for the next twelve month period.

<u>Unit Number</u>	<u>High or Low Income</u>	<u>Subsidy Amt. if applicable</u>	<u>Old Rent</u>	<u>New Rent</u>

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I understand that pursuant to the new HOME regulations (effective June 2014) we will implement the above rental increases for HOME assisted units only after the Department of Planning and Development has approved the rental increases in writing. I further understand that any increase which is implemented without written approval will be deemed to be in non-compliance and will be subject to any penalties or sanctions associated with non-compliance.

Date: _____

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT C

“Exhibit F

Violence Against Women Act (VAWA) Requirements

The Violence Against Women Act (“VAWA”) of 1994, as amended (42 USC 13925 and 42 USC 1401e, et seq.), by and through its implementing regulations, found at 81 FR 90724 et seq. (“VAWA Regulations”), 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.**

The VAWA Regulations became effective December 16, 2016. Under the VAWA Regulations:

- DOH is a participating jurisdiction and, under certain provisions of the VAWA Regulations, is also a covered housing provider;
- the Rental Project is a covered housing program; and
- Owner is a covered housing provider.

DOH and the Owner agree as follows:

Amendment of this Regulatory Agreement, When

In order to effectuate the City’s pending Emergency Transfer Plan under the VAWA Regulations, or to accommodate changes that may become necessary to these VAWA Requirements, the Owner agrees to amend this Regulatory Agreement, and re-record same, at the request of the City.

Precedence of VAWA Regulations

When there is conflict between the VAWA Regulations and the program-specific regulations of the Tax Credit Regulations, the program-specific regulations shall govern.

Where assistance is provided under more than one covered housing program and there is a conflict between VAWA protections or remedies under those programs, the individual seeking the VAWA protections or remedies may choose to use the protections or remedies under any or all of those programs, as long as the protections or remedies would be feasible and permissible under each of the program statutes.

Certain Definitions as set forth in the VAWA Regulations:

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“Domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction. The term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

“Dating violence” means violence committed by a person: (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

“Sexual assault” means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

“Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person’s individual safety or the safety of others; or (2) Suffer substantial emotional distress.

Emergency Transfer Plan

The Owner shall have:

- drafted an Emergency Transfer Plan, based upon the model plan set forth below as Appendix B, and meeting the requirements of 24 CFR 5.2005(e), and
- submitted the draft Owner’s Plan to DOH for DOH’s prior written review, and
- adopted the Owner’s Plan.

For the Project Term, the Owner must make its Plan available upon request and, when feasible, must make its Plan publicly available.

The Owner must keep a record of all emergency transfers requested under its Plan, and the outcomes of such requests, and retain these records for a period of three years, or for a period of time as otherwise specified by DOH. Requests and outcomes of such requests must be reported to HUD annually.

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Owner covenants neither to begin marketing to attract applicants nor to commence application-taking until after both of the following have occurred:

- the Owner's Emergency Transfer Plan has been adopted, and
- the City has provided Owner the language translations referred to below.

Notification Rights

For the Project Term, Owner shall ensure that the following three documents are given (i) to each Tenant and (ii) to each applicant as appropriate:

- a Notice of Occupancy Rights Under the Violence Against Women Act [Appendix A hereto], both in English and in any translation appropriate for the applicant's or tenant's primary language (to the extent that the City has provided Owner such translation), and
- a Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation Form [Appendix C hereto], both in English and in any translation appropriate for the applicant's or tenant's primary language (to the extent that the City has provided Owner such translation), and
- an Emergency Transfer Request form [Appendix D hereto], both in English and in any translation appropriate for the applicant's or tenant's primary language (to the extent that the City has provided Owner such translation),

at each of the following times:

- at the time of application for a Tax Credit Eligible Unit AND either (i) the time of admission to a Tax Credit Eligible Unit or (ii) the time of denial of admission to a Tax Credit Eligible Unit, and
- at the time of notification of eviction from a Tax Credit Eligible Unit, OR notification of termination of assistance, and
- until [_____, 20__], at the time of annual recertification or during the lease renewal process, if any.

Prohibited Bases for Denial or Termination

For the Project Term, the Owner cannot deny a tenant admission to, or assistance under, and cannot terminate from participation in, or evict from, the lease, on the basis or as a direct result of the fact that the tenant is or has been a victim of:

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- domestic violence,
- dating violence,
- sexual assault, or
- stalking,

if the tenant otherwise qualifies for admission, assistance, participation, or occupancy.

For the Project Term, the Owner cannot deny tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

- (i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and
- (ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

For the Project Term, the Owner cannot construe an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking as:

- (1) a serious or repeated violation of the lease by the victim or threatened victim of such incident; or
- (2) good cause for terminating the assistance, tenancy, or occupancy rights under the lease of the victim or threatened victim of such incident.

For the Project Term, the Owner cannot subject the tenant, if he or she is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

Attempts at Other Alternatives

For the Project Term, Owner shall make a good faith attempt to utilize eviction or assistance termination only when there are no other actions that could be taken by Owner to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

Emergency Transfer Rights

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For the Project Term, the Owner must recognize that the tenant has the right to request, from the Owner, an emergency transfer from the tenant's current unit to another unit. To make such a request, the tenant must begin by:

- notifying the Owner's management office of the desire to transfer, and
- submitting a written Emergency Transfer Request [Appendix D hereto] for a transfer to _____ [location] stating that (i) the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit; OR (ii) the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Upon receiving an emergency transfer request that meets these requirements, the Owner must implement its Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking to determine whether the Owner is able to honor the transfer request.

The tenant may terminate the lease without penalty if DOH determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e).

To the extent possible under the VAWA Regulations, the Owner and DOH shall cooperate as needed for the provision of "external" emergency transfers, if any, that are being attempted to "safe unit" locations outside of the Rental Project.

Lease Bifurcation

If a family living in a Tax Credit Eligible Unit separates as a result of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, the Owner may bifurcate the lease or remove a household member from the lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member. However, the Owner is encouraged by HUD and DOH to undertake whatever actions are permissible and feasible to assist individuals residing in its units who are victims of domestic violence, dating violence, sexual assault, or stalking, to remain in their units or other Tax Credit Eligible Units at the Rental Project or other Tax Credit Eligible Units at other projects elsewhere in the City, and for the Owner to bear the costs of any transfer, where permissible.

The Owner must notify DOH before the Owner bifurcates any lease or provides notification of eviction to the tenant.

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The Owner must perform any bifurcation of the Lease only in the manner set forth in 24 CFR 5.2009(a).

Pursuant to 24 CFR 5.2009(b), if a lease bifurcation is exercised by the Owner, and if the individual who was evicted or for whom assistance was terminated was the eligible tenant, the Owner must provide to any remaining tenant or tenants that were not already eligible a period of 90 calendar days from the date of bifurcation of the lease to:

- (A) Establish eligibility for the program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or
- (B) Establish eligibility under another housing program covered by the VAWA Regulations, or
- (C) Find alternative housing.

The Owner may extend the 90-calendar-day period up to an additional 60 calendar days, unless prohibited from doing so by statutory requirements of the program or unless the time period would extend beyond expiration of the lease.

Limitations of VAWA Protections

The Owner retains a number of rights and responsibilities under the lease, including:

- complying with court orders that relate to the right of access to the Tax Credit Eligible Unit under civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking, or the distribution or possession of property among members of a household;
- the right to evict or terminate assistance to a tenant:
 - for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant, or
 - if the Owner can demonstrate that an actual and imminent threat to other tenants or those employed at or providing service to the building would be present if that tenant or lawful occupant is not evicted or terminated from assistance.

Documenting Occurrences; Confidentiality

For the Project Term, if an applicant for a Tax Credit Eligible Unit or a tenant therein informs the Owner that he or she is a victim of domestic violence, dating violence, sexual

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assault, or stalking, the Owner may request of the person, in writing, written documentation thereof.

The time frame for receiving the documentation, and the acceptable forms of documentation, shall be as set forth in 24 CFR 5.2007(a) and (b).

Any information submitted to the Owner, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be treated and maintained by Owner as strictly confidential information under the protocol set forth in 24 CFR 5.2007(c). Confidential treatment shall include, but is not limited to:

- not allowing any individual administering assistance on behalf of the Owner or any persons within their employ (e.g., contractors) or in the employ of the Owner to have access to confidential information unless explicitly authorized by the Owner for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

Cooperation with DOH Regarding On-Site Inspections, VAWA Data Collection, Reporting

For the Project Term, Owner covenants to cooperate with DOH and the City concerning the collection of VAWA data (including but not limited to data on emergency transfers requested pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests), the performance of on-site compliance inspections at the Rental Project site, and the reporting of such data to HUD from time to time, pursuant to 24 CFR 91.520(e).

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Appendix A

[Insert Name of Housing Provider]

Notice of Occupancy Rights Under the Violence Against Women Act

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.** The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that [insert name of program or rental assistance] 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.

Protections for Applicants

If you otherwise qualify for assistance under [insert name of program or rental assistance], 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 [insert name of program or rental assistance], 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 [insert name of program or rental assistance] 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

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[insert name of housing provider] 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 [insert name of housing provider] chooses to remove the abuser or perpetrator, [insert name of housing provider] 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, [insert name of housing provider] 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, [insert name of housing provider] must follow Federal, State, and local eviction procedures. In order to divide a lease, [insert name of housing provider] may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, [insert name of housing provider] 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, [insert name of housing provider] may ask you to provide documentation that you are requesting to move because of an incidence 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

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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.

[insert name of housing provider] 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.

[insert name of housing provider]'s emergency transfer plan provides further information on emergency transfers, and **[insert name of housing provider]** 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

[insert name of housing provider] 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 **[insert name of housing provider]** must be in writing, and **[insert name of housing provider]** 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. **[insert name of housing provider]** 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 **[insert name of housing provider]** as documentation. It is your choice which of the following to submit if **[insert name of housing provider]** 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 **[insert name of housing provider]** 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

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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 **[insert name of housing provider]** has agreed to accept. If you fail or refuse to provide one of these documents within the 14 business days, **[insert name of housing provider]** does not have to provide you with the protections contained in this notice. If **[insert name of housing provider]** 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), **[insert name of housing provider]** 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, **[insert name of housing provider]** does not have to provide you with the protections contained in this notice.

Confidentiality

[insert name of housing provider] 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.

[insert name of housing provider] must not allow any individual administering assistance or other services on behalf of **[insert name of housing provider]** (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.

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[insert name of housing provider] must not enter your information into any shared database or disclose your information to any other entity or individual. **[insert name of housing provider]**, however, may disclose the information provided if:

- You give written permission to **[insert name of housing provider]** to release the information on a time limited basis.
- **[insert name of housing provider]** 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 **[insert name of housing provider]** or your landlord to release the information. VAWA does not limit **[insert name of housing provider]**'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, **[insert name of housing provider]** 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 **[insert name of housing provider]** 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 **[insert name of housing provider]** can demonstrate the above, **[insert name of housing provider]** 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

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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 **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

For Additional Information

You may view a copy of HUD's final VAWA rule at **81 FR 80724 et seq.**

Additionally, **[insert name of housing provider]** must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please call or text the **Illinois Domestic Violence Hotline at 1- 877-863-6338.**

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 call or text the **Illinois Domestic Violence Hotline at 1- 877-863-6338.**

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 **Chicago Rape Crisis Hotline – 1-888-293-2080.**

Victims of stalking seeking help may call or text the **Illinois Domestic Violence Hotline at 1- 877-863-6338.**

Attachment:

Certification form HUD- XXXXX **[Appendix C below]**

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Appendix B

[Insert name of covered housing provider]

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

[insert name of housing provider] is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), [insert name of housing provider] allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of [insert name of housing provider] to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether [insert name of housing provider] has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that [insert name of program or rental assistance here] is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

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Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify **[insert name of housing provider]**'s management office and submit a written request for a transfer to _____ **[insert location]**. **[insert name of housing provider]** will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under **[insert name of housing provider]**'s program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90- calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

[insert name of housing provider] will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives **[insert name of housing provider]** written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about **[insert name of housing provider]**'s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

[insert name of housing provider] cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. **[insert name of housing provider]** will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. **[insert name of housing provider]**

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may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If [insert name of housing provider] has no safe and available units for which a tenant who needs an emergency is eligible, [insert name of housing provider] will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, [insert name of housing provider] will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY). Tenants may also call or text the Illinois Domestic Violence Hotline at 1-877-863-6338.

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>. Tenants may also call Chicago Rape Crisis Hotline – 1-888-293-2080.

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>.

Attachment:

Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking:

Chicago Domestic Violence Hotline – 877-863-6338

Chicago Rape Crisis Hotline – 888-293-2080

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Appendix C

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

U.S. Department of Housing
and Urban Development

OMB Approval No. XXXX-XXX
Exp. XX/XX/2XXXX

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.

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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

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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.

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Appendix D--Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet 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. In response, you may submit Form HUD-XXXXX, or any one of the other types of documentation listed on that Form.
- (2) **You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.
- (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 submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database.

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Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. 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 PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____
2. Your name (if different from victim's) _____
3. Name(s) of other family member(s) listed on the lease: _____
4. Name(s) of other family member(s) who would transfer with the victim:

5. Address of location from which the victim seeks to transfer: _____
6. Address or phone number for contacting the victim: _____
7. Name of the accused perpetrator (if known and can be safely disclosed):

8. Relationship of the accused perpetrator to the victim: _____
9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____
11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid

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COOK COUNTY
RECORDER OF DEEDS

out on this form for an emergency transfer. 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) _____

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS