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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/10/2021 09:51 AM PG: 1 OF 45

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING RETURN

TO: Arieh Flemenbaum

Illinois Housing Development Authority

Authority

111 East Wacker Drive, Ste. 1000

Chicago, Illinois 60601

Permanent Tax Index

Identification Nos.:

See Attached Exhibit A

Property Address:

See Attached Exhibit A

Chicago, Illinois 60608

HOME # 119 (4)

41060909 (9 OF 15)

REGULATORY AND LAND USE RESTRICTION AGREEMENT

THIS REGULATORY AND LAND USE RESTRICTION AGREEMENT (this "Agreement"), made and entered into as of this 8th day of September, 2021, by and between CASA DURANGO LP, an Illinois limited partnership ("Borrower"), and the ILLINOIS HOUSING DEVELOPMENT AUTHORITY (the "Authority"), a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended from time to time (the "Act"), having its principal office at 111 E. Wacker Dr., Chicago, Illinois 60601;

WITNESSETH:

WHEREAS, the Authority is the program administrator of the HOME Investment Partnerships Program (the "HOME Program") for the State of Illinois, as authorized by Title II of the National Affordable Housing Act of 1990 (P.L. 101-165) (the "HOME Act"), and the regulations promulgated thereunder and codified at 24 C.F.R. Part 92 (the "Regulations") and Authority's rules for the HOME Program, codified at 47 Ill. Admin. Code, Part 371 (the "HOME Rules"), all as they may be amended and supplemented, from time to time (the HOME Program, HOME Act, Regulations, and HOME Rules shall collectively be referred to herein as the "HOME Requirements"); and

WHEREAS, Borrower is the fee owner of certain real property, upon which an aggregate of Fifty-Three (53) units (the "Units") will be constructed, consisting of a site containing a five story 37 unit housing development, and another site containing a three story 16 unit housing development, all of which is legally described in Exhibit A attached to and made a part of this Agreement (the "Real Estate"), located in Chicago, Illinois. The Real Estate and the improvements to be constructed on it are collectively referred to in this Agreement as the "Development"; and

CERTAIN OF THE PROVISIONS HEREOF MAY CONTINUE IN EFFECT NOTWITHSTANDING THE PAYMENT IN FULL OF THE LOAN PRIOR TO THE MATURITY DATE.

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**WHEREAS**, CASA DURANGO GP, LLC, an Illinois limited liability company, is the general partner of Borrower (“General Partner”) and THE RESURRECTION PROJECT, an Illinois not-for-profit corporation is the sole member and manager of the General Partner (“TRP”, and together with General Partner, the “Borrowing Parties”); and

**WHEREAS**, the Authority has agreed to make a loan to Borrower from the HOME Program in an amount not to exceed TWO MILLION SIX HUNDRED FIFTY THOUSAND and No/100 DOLLARS (\$2,650,000.00) (the “Loan”), to be used with other monies, if any, for the acquisition, construction and permanent financing of the Development; and

**WHEREAS**, contemporaneously with the execution and delivery of this Agreement, Borrower has executed and delivered to the Authority its mortgage note (together with any renewals, modifications, extensions, amendments and replacements, the “Note”) of even date herewith, as evidence of its indebtedness to the Authority in the principal sum of the Loan and

**WHEREAS**, the Loan is evidenced, secured and governed by, among other things: (a) intentionally deleted; (b) the Note executed by Borrower; (c) that certain mortgage of even date herewith (the “Mortgage”) dated as of the date hereof executed by Borrower, as mortgagor, and delivered to the Authority, as mortgagee; (d) that certain Guaranty of Completion and Payment dated as of the date hereof (the “Guaranty”) executed by the Guarantor (as defined in the Guaranty) for the benefit of the Authority; (e) that that certain Environmental Indemnity (the “Environmental Indemnity”) dated as of the date hereof executed by Borrower and others as indemnitors, and delivered to the Authority, as indemnitee; (g) that certain Loan Agreement of even date herewith (“Loan Agreement”) and (g) this Agreement. This Agreement, the Note, the Mortgage, the Guaranty, the Environmental Indemnity, the Loan Agreement and all other documents executed by Borrower that evidence, secure or govern the Loan are sometimes collectively referred to in this Agreement as the “Loan Documents”; and

**WHEREAS**, as an inducement to the Authority to make the Loan, Borrower has agreed to enter into this Agreement and consents to be regulated and restricted by the Authority as herein provided, and as provided for in the HOME Requirements, the Act, and the rules, regulations, policies and procedures of the Authority promulgated under the Act, all as they may be amended and supplemented from time to time, as applicable.

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Incorporation**. The foregoing recitals are incorporated in this Agreement by this reference.
2. **Act and Rules**. Borrower agrees that at all times it shall comply with and the Development shall be in conformance with the applicable provisions of the HOME

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Requirements (except following the expiration of the Affordability Period (as defined in **Paragraph 10** hereof)), the Act, and the rules, regulations, policies and procedures of the Authority promulgated under the Act, all as they may be amended and supplemented from time to time.

**3. Representations and Agreements.** Borrower further represents, warrants, covenants, and agrees that:

a. At least Thirty-Nine (39) of the Units shall be designated as HOME assisted units (as that term is defined in the HOME Requirements) ("HOME Program Units") and comply with the provisions contained in the aforesaid HOME Requirements and this Agreement. The number of bedrooms in each HOME Program Unit and affordability restrictions for each such unit may not be changed from what is required herein.

b. A minimum of Eight (8) of the HOME Program Units shall be designated as "Low HOME Units" (as that term is defined in **Paragraph 9** hereof). Low HOME Units shall have rents at or below the "Low HOME Rent" as defined in the HOME Requirements, and shall be occupied by Very Low Income Families (as defined in the HOME Requirements and **Paragraph 9** hereof).

c. The remaining Thirty-One (31) HOME Program Units shall be designated as "High HOME Units" (as that term is defined in **Paragraph 9** hereof). The High HOME Units shall have rents at or below the "High HOME Rent" as defined in the HOME Requirements, and shall be occupied at initial occupancy by Families whose income does not exceed sixty percent (60%) of Median Income (as defined in **Paragraph 9** hereof). After initial occupancy, High HOME Units shall be occupied by Low Income Families (as defined in the HOME Requirements and **Paragraph 9** hereof).

The initial rents, utilities, and breakdown by unit type for all HOME Program Units are contained in **Exhibit C**, attached hereto and a part hereof. Rents cannot be reduced below the initial rents contained in **Exhibit C**.

d. In the advertising, marketing and rental of Units and the selection of Families for the Development, the Borrower agrees to abide by the terms and conditions of the Tenant Selection Plan executed by the Borrower and approved by the Authority, the Affirmative Fair Housing Marketing Plan executed by the Borrower and approved by the Authority, any Marketing Plan executed by the Borrower and approved by the Authority and any Marketing Agreement executed by the Borrower and approved by the Authority, as such documents may be amended from time to time with the prior written consent of the Authority;

e. In the management and operation of the Development, the Borrower agrees to abide by the terms and conditions of the Management Plan and the Management Agreement submitted by the Borrower and approved by the Authority, as such documents may be amended from time to time with the prior written approval of the Authority. The Borrower shall be responsible for ensuring the management agent's compliance with the

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HOME Requirements (except following the expiration of the Affordability Period) and all applicable ordinances, regulations and statutes and the rules, procedures and requirements of the Authority;

f. On forms approved by the Authority, the Borrower shall obtain from each prospective Family, prior to its admission to the Development, a determination of income in accordance with Section 92.203(a) of the Regulations (the "Determination"), and at such intervals thereafter as required by Authority, conduct a re-examination of income in accordance with Section 92.252(h) of the Regulations (the "Re-examination") from all such Families. The Borrower shall submit the initial Determination and results of each subsequent Reexamination to Authority in the manner prescribed by the Authority;

g. In the manner prescribed by the Authority, the Borrower shall obtain written evidence substantiating the information given for the initial Determination and each subsequent Re-examination and shall retain such evidence in its files at the Development for three (3) years after the year to which such evidence pertains. Within thirty (30) days after the end of each calendar year, Borrower shall certify to the Authority that, at the time of such certification and during the preceding calendar year, Borrower was in compliance with the requirements of this Paragraph 3, or, if Borrower is not or has not been in compliance with such requirements, Borrower shall give notice to the Authority of its failure to comply and the corrective action Borrower is taking or has taken;

h. Borrower shall annually submit a schedule of rents with utility allowances, if applicable, for the Development for the Authority's approval, and shall not change the rent schedule and utility allowance for the Development without the Authority's approval.

i. Borrower shall require all HOME Program Units Families to execute a written lease (the "Lease"), which Lease must include a Rider to Apartment Lease – HOME Program in a form provided or approved by the Authority,

j. Borrower shall obtain all federal, state and local governmental approvals required by law for its acquisition, construction, ownership and operation of the Development;

k. Borrower shall not evict any Family from the Development without good cause (as proved in the HOME Requirements);

l. Borrower shall design and construct the Development in conformity (i) with applicable federal, state and local statutes, regulations, ordinances, standards and codes (except as otherwise approved by the Authority) and (ii) with all applicable rules, contracts, agreements, procedures, guides and other requirements of the Authority provided to Borrower in writing; and

m. The Borrower shall cause all of the proceeds of the HOME Loan to be used for eligible activities and eligible costs and for the benefit of eligible beneficiaries, as such

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terms are defined in Sections 92.205 and 92.206 of the Regulations (24 CFR 92.205 and 92.206); and

n. The Borrower shall timely perform its obligations under that certain Use Agreement between the Borrower and the Authority (the "Section 811 Use Agreement") and any other regulatory agreement or other document executed between the Authority and Borrower which restricts the Units (collectively "Regulatory Agreements", together with the Section 811 Use Agreement, the "Restrictive Agreements"), which has been or shall be executed by the Authority in a capacity other than as program administrator of the HOME Program. No consent or approval given by Authority under or in connection with the Restrictive Agreements or in any capacity other than as program administrator of the HOME Program shall be deemed to constitute any consent or approval of the Authority under this Agreement or under any other Loan Document. In the event of any conflict between this Agreement and the provisions of the Restrictive Agreements, the more restrictive provisions shall control and prevail.

4. **Acts Requiring Authority Approval.** Except as permitted pursuant to the other Loan Documents, Borrower shall not, without the prior written approval of the Authority, which may be given or withheld in the Authority's sole discretion:

a. Convey, transfer or encumber the Development or any part of it, or permit the conveyance, transfer or encumbrance of the Development or any part of it;

b. Convey, assign or transfer any right to manage, or receive the rents and profits from, the Development;

c. Initially rent any HOME Program Unit for a period other than one (1) year, and after such initial one (1) year period, rent any HOME Program Unit for less than six (6) months or more than one (1) year;

d. Lease or sublease any non-residential facility in the Development or amend or modify any such lease or sublease, which, to the best of Borrower's knowledge, would result in a conflict of interest between any of the parties to such contract and the Authority, its board members, officers, employees, agents or members of their respective immediate families;

e. Require, as a condition of the occupancy or leasing of any Unit in the Development, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit in an amount not to exceed one (1) month's rent to guarantee the performance by the Family of the covenants of the Lease. Any funds collected by Borrower as security deposits shall be kept separate and apart from all other funds of the Development; or

f. Prepay, in part or in whole, the Loan.

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5. **Borrower Duties.** In addition to, but not by way of limitation of, the other duties of Borrower set forth in this Agreement, Borrower shall comply with the following:

a. **Maintenance.** Upon completion of the construction of the Development, Borrower shall maintain the Development and the grounds and equipment appurtenant to it in a decent, safe and sanitary condition, and in a rentable and tenantable state of repair, and in compliance with all applicable federal, state and local statutes, regulations, ordinances, standards and codes.

b. **Management.** The Borrower shall provide for the management of the Development in a manner satisfactory to the Authority. The Borrower agrees that no partnership management fee, Development management fee or other similar fees relating to the operation and management of the Development or the Borrower shall be payable from Development income unless debt service on the Loan and all reserve payments required hereunder that are due and owing have been paid in full. The Authority shall, in the exercise of its sole discretion, have the right to approve or reject any proposed property manager for the Development as long as the Loan is outstanding.

c. **Audit.** The Development and the equipment, buildings, plans, specifications, offices, apparatus, devices, books, contracts, records, documents and other papers relating to it, and the books and records relating to Borrower, shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and copying by the Authority or its agent or representative upon reasonable prior notice during normal business hours, as the Authority reasonably requires.

d. **Financial and Expense Reports.** Within ninety (90) days following the end of the Borrower's fiscal year, in a manner prescribed by the Authority in writing, Borrower shall furnish the Authority with a complete annual financial report for the Development based upon an examination of the books and records of the Development, prepared at Borrower's expense in accordance with the written requirements of the Authority, and certified to Borrower by an Illinois licensed certified public accountant.

e. **Furnishing Information.** At the request of the Authority, Borrower shall furnish such reports, projections, certifications, budgets, operating reports, tax returns and analyses as required pursuant to the statutes, rules and regulations of the Authority or by other applicable federal or state statutes or requirements, and from time to time shall give specific answers to written questions in connection with Borrower's income, assets, liabilities, contracts and operation, all relating to the Development, and the administration, operation, maintenance, occupancy, financial soundness and physical condition of the Development.

f. **Compliance with Certain Laws.** Borrower shall comply with the provisions of the Environmental Barriers Act (410 ILCS 25/1 *et seq.*, as amended from time to time), the Illinois Accessibility Code (71 Ill. Adm. Code 400), 47 Ill. Adm. Code 310, Subpart I, as amended from time to time, except as otherwise approved by the Authority, and the Americans With Disabilities Act, 42 U.S.C. 12101 *et seq.*, as amended, if applicable, and

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sections 92.350 through 92.359 of the Regulations, including the Violence Against Women Act (VAWA) Requirements contained in **Exhibit D**, attached hereto and incorporated herein.

g. HOME Program Units. All of the HOME Program Units shall be floating HOME Program Units. Any changes to rents and utilities in **Exhibit C**, or at any time during the term of the Loan, are subject to the prior written approval of the Authority and must at all times be in compliance with the HOME Requirements.

6. Non-Discrimination in Housing. Borrower shall not, in the selection of Families, in the provision of services, or in any other manner unlawfully discriminate against any person on the grounds of race, color, creed, religion, sex, age, unfavorable military discharge, ancestry, handicap, national origin, marital status, familial status or because the prospective Family is receiving governmental rental assistance. The Borrower shall comply with all of the provisions of Paragraph 3805/13 of the Act, Sections 92.350 and 92.351 of the Regulations, Section 370.1101 of the Rules and all other provisions of Federal, State and local law relative to non-discrimination.

7. Violation of Agreement by Borrower. Upon violation of any of the provisions of this Agreement by Borrower, the Authority may give notice of such violation to Borrower as provided in **Exhibit B** attached to and made a part hereof. If such violation is not corrected to the satisfaction of the Authority within thirty (30) days after such notice, the Authority may declare a default under this Agreement; however if such condition is not reasonably curable within thirty (30) days despite Borrower's reasonable efforts to cure it, Borrower shall have one hundred twenty (120) additional days to cure such default, so long as (i) that cure is commenced within such thirty (30) day period, (ii) Borrower continues to diligently pursue such cure in good faith and (iii) the Authority's security for the Loan is not, in the sole judgment of the Authority, impaired as a result of the existence of such failure; after the expiration of such one hundred fifty (150) day period, the Authority may declare a default under this Agreement, effective on the date of notice of such declaration of default to Borrower, and upon such default, and so long as such default is continuing, the Authority may do the following:

a. Declare the whole of the indebtedness under the Note immediately due and payable and then proceed to exercise the rights and remedies set forth in any Loan Document;

b. Take possession of the Development, bring any action necessary to enforce any rights of Borrower growing out of the operation of the Development and operate the Development in accordance with the terms of this Agreement until such time as the Authority, in its sole discretion, determines that Borrower is again in a position to operate the Development in accordance with the terms of this Agreement and in compliance with the requirements of the Note;

c. Collect all rents and charges in connection with the operation of the Development and use such collections to pay Borrower's obligations under this

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Agreement, the Note, the Mortgage, or any other Loan Document and such other obligations of Borrower in connection with the Development and the necessary expenses of preserving and operating it;

d. Apply to any court, state or federal, for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Development in accordance with the terms of this Agreement, or for such other relief as may be appropriate. Because the injury to the Authority arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain, Borrower acknowledges and agrees that the Authority's remedies at law, in the event of a violation of this Agreement, would be inadequate to assure the Authority's public purpose;

e. Use and apply any monies deposited by the Borrower with the Authority regardless of the purpose for which the same were deposited, to cure any such default or to repay any indebtedness under the Loan Agreement or any other Loan Document which is due and owing to the Authority; and/or

f. Exercise such other rights or remedies as may be available to the Authority under this Agreement, any other Loan Document, at law or in equity.

The Authority's remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies. No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach. The failure or delay of the Authority in exercising any of its rights under this Agreement in any one or more instances, or the exercise of less than all of its rights in any one or more instances, shall not be deemed or construed as a waiver of any such rights.

The Authority hereby agrees that the Senior Lender or Investor Limited Partner (as defined in the Loan Agreement) of Borrower shall have the right, but not the obligation, to cure a default and that any cure made or tendered by the Senior Lender or Investor Limited Partner shall be accepted or rejected by the Lender on the same basis as if such cure were made or tendered by the Borrower and if such default is cured by the Senior Lender or Investor Limited Partner, such cure shall be deemed to be a cure by Borrower.

8. **Termination of Liabilities.** In the event of a sale or other transfer of the Development (including, without limitation, foreclosure or transfer by deed in lieu of foreclosure), all of the duties, obligations, undertakings and liabilities of Borrower or other transferor (the "Transferor") under the terms of this Agreement shall thereafter cease and terminate as to the Transferor, except as to any acts or omissions or obligations to be paid or performed by the Transferor that occurred or arose prior to such sale or transfer. As a condition precedent to the termination of the liability of the Transferor under this Agreement, the transferee of the Development (a "New Borrower"), as a condition precedent to its admission as a New Borrower, shall assume in writing, on the same terms and conditions as apply to the Transferor, all of the duties and obligations of the Transferor



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arising under this Agreement from and after the date of such sale or transfer. Such assumption shall be in form and substance acceptable to the Authority. Any such New Borrower shall not be obligated with respect to matters or events that occur or arise before its admission as a New Borrower.

## 9. Definitions.

a. “High HOME Units”, those HOME Program Units identified by the Borrower, and approved by the Authority, as High HOME Units in accordance with the HOME Requirements.

b. “Low Income Family”, a single person, family or unrelated persons living together whose adjusted income is less than or equal to eighty percent (80%) of the Median Income.

c. “Low HOME Units”, the HOME Program Unit identified by the Borrower, and approved by the Authority, as a Low HOME Unit in accordance with the HOME Requirements.

d. “Very Low Income Family”, a single person, family or unrelated persons living together whose adjusted income is less than or equal to fifty percent (50%) of the Median Income.

e. “Median Income”, the median income of the metropolitan statistical area of Chicago, adjusted for family size, as such adjusted income and median income for the area are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937.

f. “Family”, a person, family or unrelated persons leasing a HOME Program Unit, or after the Affordability Period any tenant.

## 10. Term of Agreement; Covenants Run with Development.

a. The covenants and agreements set forth in this Agreement shall encumber the Development and be binding on the Borrower, any New Borrower and any other future owners of the Development and the holder of any legal, equitable or beneficial interest in it for a period equal to twenty (20) years from the date of “Project Completion” (as defined in the HOME Requirements) (“Affordability Period”).

However, following the expiration of the Affordability Period, only Paragraphs 2, 3d, 3(h-j), 3(n), if applicable, 4(a-b), 4(d-f), 5 (a-f), and 6-20 hereof and Paragraphs 3 (a-c), 3 (e-f) and 4c as modified in 10(b) herein below (collectively, the “Continuing Obligations”) shall remain in effect for the period of time commencing at the end of the Affordability Period, and ending on the Maturity Date (as defined in the Note). Notwithstanding the immediately preceding sentence, if the Note is paid in full prior to the

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Maturity Date, the following Paragraphs shall not be part of the Continuing Obligations: 4(a-b), 4f, 5(c and d), and 7(a-c).

b. Following the expiration of the Affordability Period, the following Paragraphs shall be modified as follows:

Paragraphs 3(a-c) shall be modified as follows:

Following the expiration of the Affordability Period, all HOME Program Units shall be occupied by Low Income Families.

Paragraphs 3e shall be modified as follows:

In the management and operation of the Development, Borrower agrees to abide by the terms and conditions of the Affirmative Fair Housing Marketing Plan; the Management Plan; and the Management Agreement; all as approved by the Authority, as such documents may be amended from time to time with the prior written approval of the Authority. Borrower shall be responsible for ensuring the management agent's compliance with all applicable ordinances, regulations and statutes and the rules, procedures and requirements of the Authority. At the Authority's direction, Borrower shall terminate the Management Agreement with the management agent and select another management agent satisfactory to the Authority until the Maturity Date.

Paragraph 3f shall be modified as follows:

On forms approved by the Authority, Borrower shall obtain from each prospective Family prior to his or her admission to the Development verification of income as required by the Authority. Borrower shall submit annually such Program Certifications to the Authority in the manner prescribed by the Authority.

Paragraphs 4c shall be modified as follows

Initially rent any Unit, for a period other than one (1) year, and after such initial one (1) year period, rent any Unit for less than six (6) months or more than one (1) year

Borrower expressly acknowledges that its undertakings and agreements stated in this Agreement are given to induce the Authority to make the Loan and that, even if the Loan have been repaid prior to the Maturity Date, the Borrower's undertaking to perform the Continuing Obligations for the period set forth in the previous paragraph is a condition precedent to the willingness of the Authority to make the Loan.

**11. Liability of Borrower – Nonrecourse.** Except as set forth in the Environmental Indemnity and the Guaranty, Borrower's liability created under this Agreement and the Loan Documents shall be non-recourse and neither Borrower, nor any of the other Borrowing Parties (as defined in the Loan Agreement), nor any of the

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Borrower's limited partners shall have any personal liability for repayment of the Loan. The Lender shall look only to the Development and its reserves and any other funds or letters of credit relating to the Development for repayment of the Loan. The foregoing shall not limit Borrower's, [General Partner's] or [TRP's] liability for damages (or in the case of (xi) hereinbelow, the amount due) as a result of (i) fraudulent acts, or willful and wanton acts or omissions in violation of the provisions of the Loan Documents, except for those solely arising as a direct result of and only to the extent from Authority's gross negligence or willful misconduct; (ii) the fair market value of the personalty or fixtures removed or disposed of from the Development in violation of the terms of the Loan Documents; (iii) the misapplication, in violation of the terms of the Loan Documents, of any funds to the full extent of such misapplied funds and proceeds, including, without limitation, any funds or proceeds received under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain; (iv) any misapplication of any security deposits attributable to any leases of Units, or failure to pay interest on such security deposits as required by law; (v) waste committed on the Development to the extent that funds in the Replacement Reserve Account or otherwise available in any property account held by Borrower, are available to remedy such waste and Borrower has failed to remedy the waste despite the written instructions of the Authority; (vi) the occurrence of a Prohibited Transfer (as defined in the Mortgage), without the prior written consent of the Authority; (vii) a written material misrepresentation was made by Borrower or any party in the ownership structure of Borrower, or any employee or agent of Borrower or any other such entity or individual under the control or direction of Borrower; (viii) a material error or omission was made in the ownership structure certificate delivered to Lender; (ix) the Borrower has violated the single asset requirement contained in the Loan Agreement; (x) the Borrower has delivered a false certification pursuant to the state debt certification contained in the Loan Agreement; (xi) the full amount of any Recapture (as defined in the Loan Agreement) that is due, plus any other amount due as a result thereof; and (xii) failure to comply with all Fair Housing and accessibility laws and regulations. Any liability incurred pursuant to this Paragraph shall be the personal liability of the Borrower or Borrowing Parties. The provisions of this Paragraph shall have no effect on the liabilities and obligations contained in the Guaranty.

**12. Amendment of Agreement.** This Agreement shall not be altered or amended without the prior written approval of all of the parties hereto.

**13. Execution of Conflicting Documents.** Borrower warrants that it has not executed, and it agrees that it shall not execute, any other agreement with provisions contradictory, or in opposition, to the provisions of this Agreement, and that, in any event, the requirements of this Agreement are and shall be paramount and controlling as to the rights and obligations set forth in such other agreement and supersede any other requirements in conflict with this Agreement. To the extent this Agreement conflicts with any provisions or requirements set forth in the Mortgage or the Note, the provisions of the Mortgage or the Note, as the case may be, shall prevail and control.

**14. Partial Invalidity.** If any term, covenant, condition or provision of this Agreement, or its application to any circumstance, shall, at any time or to any extent, be

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determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of it to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. **Successors.** Subject to the provisions of **Paragraph 8** hereof, this Agreement shall bind, and the benefits shall inure to, the parties to this Agreement, their legal representatives, successors in office or interest and assigns; however, Borrower may not assign this Agreement, or any of its obligations under this Agreement, without the prior written approval of the Authority.

16. **Indemnification of the Authority.** Except for matters arising solely from the gross negligence or willful misconduct of the Authority, Borrower and Borrowing Parties agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Real Estate or the Development. Borrower and Borrowing Parties further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. No new owner of the Development shall be responsible for the indemnification obligations of a prior owner of the Development.

17. **Gender.** The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

18. **Captions.** The captions used in this Agreement are used only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent.

19. **Notices.** Notices under this Agreement shall be given as provided in **Exhibit B** hereof.

20. **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.)

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**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their authorized representatives.

**BORROWER:**

**CASA DURANGO LP**,  
an Illinois limited partnership

By: **CASA DURANGO GP, LLC**,  
An Illinois limited liability company  
Its general partner

By: **THE RESURRECTION PROJECT**,  
An Illinois not-for-profit corporation  
Its managing member

By:   
Name: Guacolda Reyes  
Its: Chief Real Estate Development Officer

Date Signed: Sept. 8, 2021.

**AUTHORITY:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date Signed: \_\_\_\_, 2021

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their authorized representatives.

**BORROWER:**

**CASA DURANGO LP,**  
an Illinois limited partnership

By: **CASA DURANGO GP, LLC,**  
An Illinois limited liability company  
Its general partner


By: **THE RESURRECTION PROJECT,**  
An Illinois not-for-profit corporation  
Its managing member

By: \_\_\_\_\_  
Name: Guacolda Reyes  
Its: Chief Real Estate Development Officer

Date Signed: \_\_\_\_\_, 2021.

**AUTHORITY:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By:   
Name: **Maureen G. Ohle**  
Its: **GENERAL COUNSEL**

Date Signed: \_\_, 2021

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Maureen G. Ohle, personally known to me to be the GENERAL COUNSEL of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, 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 she/he signed and delivered the said instrument in her/his capacity as GENERAL COUNSEL of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** as her/his free and voluntary act and deed and as the free and voluntary act and deed of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** for the uses and purposes therein set forth.

Given under my hand and official seal this 7 day of September 2021.

*Shannon D. Lindsey*  
\_\_\_\_\_  
Notary Public



# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Guacolda Reyesm personally known to me to be the Chief Real Estate Development Officer of The Resurrection Project, an Illinois not-for-profit corporation ("TRP"), the managing member of Casa Durango GP, LLC, an Illinois limited liability company ("GP"), the general partner of Casa Durango LP, an Illinois limited partnership ("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 acknowledged that she signed and delivered the said instrument in her capacity as the Chief Real Estate Development Officer of TRP, as her free and voluntary act and deed and as the free and voluntary act and deed of TRP, acting on behalf of GP and Borrower, for the uses and purposes therein set forth.

Given under my hand and official seal this 1<sup>st</sup> day of September, 2021.

*Bridget A. White*

Notary Public





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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

See attached page.

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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## EXHIBIT A LEGAL DESCRIPTION

### PARCEL 1:

LOTS 20, 21, 22, 23, AND 24 IN SAMUEL S. WHITE'S SUBDIVISION OF BLOCK 8 IN JOHNSTON AND LEE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1850-1854 SOUTH RACINE AVENUE, CHICAGO, IL 60608;  
PINS: 17-20-316-043, 17-20-316-044 AND 17-20-316-045.

### PARCEL 2:

LOTS 6, 7 AND 8 IN RESUBDIVISION OF LOTS 1 TO 11 AND 48 AND 49 IN STINSON'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 49 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2008-12 SOUTH ASHLAND AVENUE, CHICAGO, IL 60608;  
PIN: 17-19-421-038

Property of Cook County Clerk's Office

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## EXHIBIT B

### NOTICE PROVISIONS

See attached page.

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COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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## EXHIBIT B NOTICE PROVISIONS

Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this document shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to Lender:

Illinois Housing Development Authority  
111 East Wacker Drive, Suite 1000  
Chicago, IL 60601  
Attention: Director, Multifamily Programs

with a copy to:

Illinois Housing Development Authority  
111 East Wacker Drive, Suite 1000  
Chicago, IL 60601  
Attention: General Counsel

If to Borrower:

Casa Durango LP  
c/o The Resurrection Project  
1805 S Paulina Street  
Chicago, Illinois 60608  
Attention: Raul Raymundo

with a courtesy copy to:

Applegate & Thorne-Thomsen, P.C.  
425 S Financial Place, Suite 1900  
Chicago, Illinois 60605  
Attention: Nicholas J. Brunick

NEF Assignment Corporation  
10 S. Riverside Plaza, Suite 1700  
Chicago, Illinois 60606  
Attn: General Counsel

Kraus Lam LLC  
230 West Monroe Street, Suite 2528  
Chicago, Illinois 60606  
Attn: Edward W. Lam

In connection with the courtesy copies, the Lender will exercise reasonable efforts to provide copies of any notices given to Borrower; however, the Lender's failure to furnish

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copies of such notices shall not limit the Lender's exercise of any of its rights and remedies under any document evidencing, securing or governing the HOME Loan from the Lender to the Borrower, or affect the validity of the notice.

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

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## EXHIBIT C

### INITIAL RENTS AND UTILITIES FOR HOME UNITS

See attached page.

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COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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## EXHIBIT C

### INITIAL RENTS AND UTILITIES FOR HOME UNITS

<u># HOME Units</u>	<u>Bedroom Size</u>	<u>HOME Designation (Floating)</u>	<u>Initial Rent</u>	<u>Utility Allowance</u>	<u>HOME Rent Limit*</u>
<u>1</u>	<u>1</u>	<u>LOW HOME</u>	<u>\$443</u>	<u>\$55</u>	<u>\$874</u>
<u>2</u>	<u>1</u>	<u>LOW HOME</u>	<u>\$762</u>	<u>\$68</u>	<u>\$874</u>
<u>1</u>	<u>1</u>	<u>HIGH HOME</u>	<u>\$775</u>	<u>\$55</u>	<u>\$1,117</u>
<u>1</u>	<u>2</u>	<u>HIGH HOME</u>	<u>\$912</u>	<u>\$84</u>	<u>\$1,299</u>
<u>1</u>	<u>3</u>	<u>HIGH HOME</u>	<u>\$1,052</u>	<u>\$98</u>	<u>\$1,542</u>
<u>6</u>	<u>1</u>	<u>HIGH HOME</u>	<u>\$929</u>	<u>\$68</u>	<u>\$1,117</u>
<u>2</u>	<u>2</u>	<u>HIGH HOME</u>	<u>\$1,112</u>	<u>\$84</u>	<u>\$1,299</u>

\* Reflects the maximum month gross rents for the HOME program effective July 1, 2021, which maximums are expected to change from time to time based on HUD announcements of updated income and HOME rents. The maximum programmatic rent for each HOME Program Unit may be lower as more restrictive criteria may apply due to the project's participation in the Low Income Housing Tax Credit and Illinois Affordable Housing Trust Fund programs.

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## EXHIBIT D 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 80724 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:

- The Illinois Housing Development Authority (“IHDA”) is a participating jurisdiction and, under certain provisions of the VAWA Regulations, is also a covered housing provider;
- the HOME Program is a covered housing program; and
- Borrower is a covered housing provider.

IHDA and the Borrower agree as follows:

### Precedence of VAWA Regulations

When there is conflict between the VAWA Regulations and the program-specific regulations of the HOME Program or, 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:

“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.



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“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 Borrower 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 24 CFR 92.359(g), and
- submitted the draft Borrower’s Emergency Transfer Plan to IHDA for IHDA’s prior written review, and
- adopted the Borrower’s Emergency Transfer Plan.

For the Affordability Period, the Borrower must make its Emergency Transfer Plan available upon request and, when feasible, must make its Plan publicly available.

The Borrower must keep a record of all emergency transfers requested under its Emergency Transfer Plan, and the outcomes of such requests, and retain these records for a minimum period of five (5) years, or for a period of time as specified in the HOME Regulations. Requests and outcomes of such requests must be reported to IHDA annually; IHDA will report to HUD annually.

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

- the Borrower’s Emergency Transfer Plan has been adopted, and
- IHDA has provided Borrower the language translations referred to below.

## Notification Rights.

For the Affordability Period, Borrower shall ensure that the following three documents are given (i) to each tenant and (ii) to each applicant as appropriate:

REGULATORY AND LAND  
USE RESTRICTION AGREEMENT (HOME)  
EXHIBIT

# UNOFFICIAL COPY

- 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 IHDA has provided Borrower 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 IHDA has provided Borrower 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 IHDA has provided Borrower such translation),

at *each* of the following times:

- at the time of application for a HOME assisted unit AND either (i) the time of assistance under or admission to a HOME-assisted unit or (ii) the time of denial of assistance under or admission to a HOME-assisted unit, and
- at the time of notification of eviction from a HOME assisted unit, OR notification of termination of assistance, and

Borrower shall ensure that the required notices shall be made available in multiple languages, consistent with the guidance issued by HUD in accordance with Executive Order 13166.

### Prohibited Bases for Denial or Termination

For the Affordability Period, the Borrower cannot deny an applicant or 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:

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

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

For the Affordability Period, the Borrower 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:

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- (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 Affordability Period, the Borrower 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 Affordability Period, the Borrower 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 Affordability Period, Borrower shall make a good faith attempt to utilize eviction or assistance termination only when there are no other actions that could be taken by Borrower 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

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

- notifying the Borrower's management office of the desire to transfer, and
- submitting a written Emergency Transfer Request Appendix D hereto for a 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.

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Upon receiving an emergency transfer request that meets these requirements, the Borrower must implement its Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking to determine whether the Borrower is able to honor the transfer request. Borrower will report all disputed determinations of such requests to IHDA for final resolution.

The tenant may terminate the Lease without penalty if IHDA 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 Borrower and IHDA shall cooperate as needed for the provision of "external" emergency transfers, if any, that are being attempted to "safe unit" locations outside of the Development.

### Lease Bifurcation

If a household living in a HOME-assisted 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 Borrower 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 Borrower is encouraged by HUD and IHDA 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 HOME-assisted units at the Development or other HOME-assisted units at other projects elsewhere in the City, and for the Borrower to bear the costs of any transfer, where permissible.

The Borrower must notify IHDA before the Borrower bifurcates any Lease or provides notification of eviction to the tenant. Borrower shall track all bifurcated leases and evictions and send such reports to IHDA.

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

Pursuant to 24 CFR 92.359(d), if the Borrower bifurcates a lease and a household separates, then the remaining tenant(s) may remain in the HOME-assisted unit.

### Limitations of VAWA Protections

The Borrower retains a number of rights and responsibilities under the Lease, including:

- complying with court orders that relate to the right of access to the 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:

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- 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 Borrower 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. For the purposes of this part, the context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the definition in 24 CFR 5.2003.

## Documenting Occurrences; Confidentiality

For the Affordability Period, if an applicant for HOME-assisted unit or a tenant therein informs the Borrower that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking, the Borrower 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 Borrower, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be treated and maintained by Borrower 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 Borrower or any persons within their employ (e.g., contractors) or in the employ of the Borrower to have access to confidential information unless explicitly authorized by the Borrower for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.
- Not entering confidential information into any shared database or disclosing such information to any other entity or individual, except to the extent that the disclosure is:
  - Requested or consented to in writing by the individual in a time-limited release; or
  - Required for use in an eviction proceeding or hearing regarding termination of assistance from the HOME Program; or
  - Otherwise required by applicable law.

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

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For the Affordability Period, Borrower covenants to cooperate with IHDA 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 Development site, and the reporting of such data to HUD from time to time, pursuant to 24 CFR 91.520(e).

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COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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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 **the HOME Program** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

### Protections for Applicants

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

### Protections for Tenants

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

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

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

### Removing the Abuser or Perpetrator From the Household

**[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

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(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 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



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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 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

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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.

**[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.

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## 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 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 IHDA at 312-836-5200 or the HUD Chicago Field Office at 312-353-6236.

### 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 IHDA at 312-836-5200 or call or text the **Illinois Domestic Violence Hotline at 1- 877-863-6338.**

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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- 5382 [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.

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

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USE RESTRICTION AGREEMENT (HOME)  
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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]. **[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]** 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]**

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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.raain.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 5.2005.
- (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): \_\_\_\_\_
9. Location of incident(s): \_\_\_\_\_

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

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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

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requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number

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RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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## Appendix D

[Insert name of the Lender]

### Emergency Transfer Request Form

**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-5382, 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

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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. 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. \_\_\_\_\_

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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 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) \_\_\_\_\_

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