

(SUB) EXHIBIT B

COMPLIANCE CERTIFICATE

CITY OF CHICAGO DEPARTMENT OF HOUSING

ANNUAL OWNER'S CERTIFICATION

Owner Name: _____, a(n) _____

Management Company Name: _____

Management Company Information:

Address: _____

Telephone #: _____

Email: _____

Project Name and Address: _____

Project Address: _____

Date: _____

The Owner has executed an Affordable Housing Covenant and Lien ("**Covenant**") for the benefit of the City of Chicago (the "**City**"), which was filed with the Office of the Recorder of Deeds of Cook County, Illinois as Document No. _____. Pursuant to the Covenant, this Annual Owner's Certification ("**Compliance Certificate**") must be completed in its entirety and must be executed by the Owner, notarized and returned to the Department of Housing ("**Department**") by December 31st of each year until the expiration of the Term (as defined in Section 2 of the Covenant). The "Reporting Period" is calendar year, January 1 through December 31. No changes may be made to the language contained herein. Except as otherwise specifically indicated, capitalized terms contained herein shall have the same meanings given to such terms in the Covenant.

All forms, including updates to this Compliance Certificate, department contacts, and maximum allowable rents, are available on the Department's website, or by contacting the Department directly at 312-744-4190 and requesting to speak with someone regarding SRO preservation compliance.

OWNER REPRESENTATIONS.

The Owner hereby represents and warrants to the City that each of the following statements is true and accurate and covenants as follows:

1. The Owner is [check as applicable] (a) ____ the owner of fee simple title to, or (b) ____ the owner of 100 percent of the beneficial interest in, the Project.

2. The Covenant requires the Owner to rent the following number of units at the following rents:

a. ____ units rented at rents affordable to Households at ____ % AMI.

3. Tenants pay for the following utilities [check all applicable]:

a. ____ electric heat

- b. ___ cooking gas
- c. ___ other electric
- d. ___ gas heat
- e. ___ electric cooking

4. Attach the rent roll for the month of _____ of the Reporting Period, or as otherwise reasonably required by the Department. Rents must reflect the Rent Limits set forth in Section 2 above. Please notate the rent roll to identify which units fall into which AMI grouping as set forth in Section 2 above.

Maximum rental amounts are published by the City of Chicago on an annual basis in the Maximum Affordable Monthly Rents table on the Department's website. Please contact the Department directly at 312-744-4190 with any specific questions.

5. The Project is in compliance with all of the currently applicable requirements of the Covenant.

6. No litigation or proceedings have been threatened or are pending which may affect the interest of the Owner in the Project or the ability of the Owner to perform its obligations with respect thereto.

7. All Units in each building included in the Project are affirmatively marketed and available for occupancy by all persons regardless of race, national origin, religion, creed, sex, age or handicap.

8. The Owner has not demolished any part of the Project or substantially subtracted from any real or personal property of the Project or permitted the use of any residential rental unit for any purpose other than rental housing.

9. The Owner has not executed any agreement with provisions contradictory to, or in opposition to, the provisions of the Covenant.

If the Owner is unable to make any representation or warranty set forth above, the Owner must immediately contact the City and inform the City of the reason that the Owner is unable to make such representation or warranty.

Under penalties of perjury, the Owner declares that, to the best of its knowledge and belief, each response, representation, warranty and document delivered by the Owner in connection herewith is true, correct and complete and will continue to be true, correct and complete.

INDEMNIFICATION

The Owner hereby agrees to fully and unconditionally indemnify, defend and hold harmless the City from and against any judgments, losses, liabilities, damages (including consequential damages), costs and expenses of whatsoever kind or nature, including, without limitation, attorneys' fees, expert witness fees, and any other professional fees and litigation expenses or other obligations, incurred by the City that may arise in any manner out of or in connection with actions or omissions, which result from the Owner's responses or documents provided pursuant to the terms of this Compliance Certificate and the Covenant, including breaches of the representations and warranties therein contained.

IN WITNESS WHEREOF, the Owner has executed this Annual Owner's Certification as of the date hereof.

_____,
a(n) _____

By: _____

Its: _____

Subscribed and sworn to before me this
_____ day of _____, _____.

Notary Public

(SEAL)