Notice Concerning the September 1, 2020 Order of the Centers for Disease Control and Prevention Titled "Temporary Halt in Residential Eviction to Present the Further Spread of COVID-19"

You may be able to postpone an eviction until after March 31, 2021 if: (1) you are eligible under the Order issued by the Centers for Disease Control and Prevention ("CDC') on September 1, 2020, as amended on January 29, 2021, (2) complete the enclosed Declaration, and (3) provide the Declaration to your landlord. If you complete and provide an executed Declaration to your landlord, you are still required to pay rent and follow all of the other terms of your lease and the rules of the place where you live. Additionally, the CDC's Order does not prevent you from being evicted for reasons other than not paying rent or making a housing payment.

You must declare, under penalty of perjury, that each statement in the Declaration is accurate. Those statements generally are that you (l) have made best efforts to obtain government assistance for rent, (2) meet certain income requirements, (3) are unable to pay the full rent due to loss of household income or work, (4) have made best efforts to make timely partial payments that are as close to full payment as circumstances permit, and (5) would likely be homeless or forced to move into close-quarters housing if evicted.

If you complete the Declaration, you must provide it to your landlord. Any person violating the CDC's Order is subject to criminal prosecution, which may result in incarceration and the imposition of fines. A landlord who seeks to challenge the veracity of a Declaration may file a generic petition with the court if there is a pending open case. The CDC's Order may be found by going to <u>www.cdc.gov</u>, which is the CDC's website.

## DECLARATION UNDER PENALTY OF PERJURY FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S TEMPORARY HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19

This Declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's Order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. Each adult listed on the lease, rental agreement, or housing contract should complete this Declaration. Unless the CDC Order is extended, changed, or ended, the Order prevents you from being evicted or removed from where you are living through March 31, 2021. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment.

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the foregoing are true and correct. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information. Please check each box that is true and correct,

- [ ] I have used best efforts to obtain all available government assistance for rent or housing. "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.
- [] I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act.
- [] I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical expenses. An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.
- [] I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses.
- [] If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options. "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you.
- [] I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing

payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.

[] I further understand that at the end of this temporary halt on evictions on March 31, 2021, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment. Please sign and date below.

Printed Name:

Date