

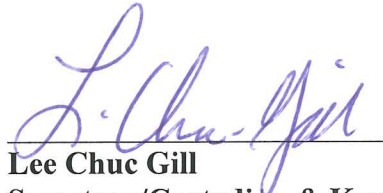
August 24, 2011

I, Lee Chuc Gill, being duly appointed Secretary/Custodian and Keeper of Records of the Chicago Housing Authority, a corporation organized and existing under and by virtue of the laws of the State of Illinois (hereinafter called "Corporation") do hereby certify that the attached is a true and complete copy of the Charter or By-Laws of this Corporation, duly amended and approved by Resolution at the meeting of the Board of Commissioners of this Corporation, duly called and held on Tuesday, September 16, 2008, at which a quorum was present and voting that said Charter or By-Laws remain in full force and effect as of this August 24, 2011.

Of the full ten (10) member Board, a quorum was present comprised of the following members: Martin Nesbitt, Chairperson, Hallie Amey, Mildred Harris, Michael Ivers, Samuel Mendenhall and Sandra Young and the Resolution for the amendment of the By-Laws was duly adopted by the affirmative votes of the following members constituting a majority: Martin Nesbitt, Hallie Amey, Mildred Harris, Michael Ivers, Samuel Mendenhall and Sandra Young

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of August, 2011.

SEAL



Lee Chuc Gill
Secretary/Custodian & Keeper of Records

BY-LAWS
OF
THE CHICAGO HOUSING AUTHORITY

PREAMBLE

The Chicago Housing Authority was created pursuant to the provisions of an Act of the General Assembly of the State of Illinois, entitled "An Act in Relation to Housing Authorities," approved and in force March 19, 1934, and pursuant to a certificate of determination of the need for the creation of a Housing Authority of the City of Chicago, issued by the State Housing Board under date of April 5, 1934. Thereupon, the Mayor of the City of Chicago, appointed five Commissioners of the Chicago Housing Authority, whose appointments were approved by the State Housing Board. The approvals of said State Housing Board were filed in the Office of the Recorder of Deeds of Cook County, Illinois, on the 8th day of January, 1937, as Document Number 11932784 and recorded in Book 1058 of Records, at page 112 thereof. The five Commissioners designated in such certificate each accepted their respective appointments as one of said Commissioners.

Pursuant to Public Act 82-780 approved by the Governor of the State of Illinois on the 7th day of July, 1982, the Mayor of the City of Chicago appointed (3) Commissioners (one of which was to fill a vacancy) to fulfill the statutory requirement of seven (7) Commissioners for municipalities having over 500,000 inhabitants, said appointments having been filed in the Office of Recorder of Deeds of Cook County, Illinois on July 29, 1982 as Document Number 26305087, 26305088 and 26305089; also, the Mayor designated the first Mayoral-designated Chairman of the Board, such designation having been made on August 2, 1982 as evidenced by document filed in the Recorder's Office aforesaid on August 9, 1982 as Document Number 26314218.

Pursuant to Public Acts 87-657, and 88-214, approved by the Governor of the State of Illinois on the 20th day of September, 1991 and the 6th day of August, 1993 respectively, the Mayor of the City of Chicago appointed (2) tenants as additional Commissioners of the Chicago Housing Authority, to fulfill the revised statutory requirement of ten (10) Commissioners for municipalities having over 1 million inhabitants, said appointments having been filed in the Office of the Recorder of Deeds of Cook County, Illinois on June 28, 1994 as Document Number 94580709.

ARTICLE I

Administration

Section 1. Management. The Chicago Housing Authority (the "Authority") shall constitute a body politic and corporate, as provided in the Act of the General Assembly of the State of Illinois, entitled "An Act in Relation to Housing Authorities," approved and in force March 19, 1934. The management and control of all officers, employees, property and business of the Chicago Housing Authority shall be vested in the Commissioners of the Chicago Housing Authority. The Commissioners may by resolution make any delegation of discretionary powers or ministerial duties, to be exercised in accordance with standards, limitations, and controls which shall be set up in such resolution and which shall not be inconsistent with the "Act in Relation to Housing Authorities," to any committee or committees of one or more chosen from among their number. Any action taken in the name of the Authority by a person or persons to whom such powers or duties have been so delegated shall be the action of the Authority and binding upon it, provided such action is pursuant to and within the scope of the delegation resolution, and consistent with the "Act in Relation to Housing Authorities".

Section 2. Statutory Offices. An Act of the General Assembly of the State of Illinois, entitled "An Act in Relation to Housing Authorities," provides for the Chairman and Vice Chairman to be selected as follows:

- a. Chairman. One Commissioner is appointed as Chairman upon designation by the Mayor of the City of Chicago and filing of the Certificate of Appointment with the Recorder of Deeds of Cook County.
- b. Vice Chairman. The Commissioners shall choose from their numbers a Vice Chairman.
- c. The Commissioners shall establish a salary or per diem allowance for the services of the Commissioner who serves as Chairman.

Section 3. Offices Not Created by Statute. In addition to the foregoing offices, the Authority may from time to time select and appoint such other officers and employees as may be required for the performance of the duties of the Authority.

Section 4. Term of Office. All statutory and non-statutory officers of the Authority, with the exception of the Chairman, shall hold office until the next Annual Meeting of the Authority and/or until successors are elected or until a special meeting called for the election of new officers as provided by Section 3 of Article II of the By-Laws pertaining to Special meetings. The Authority shall have the right to remove any officer other than the Chairman. Vacancies shall be filled by the Authority for the unexpired balance of the term.

Section 5. Duties and Compensation of Officers and Employees. The Authority shall prescribe duties of all officers and employees and fix the compensation of each officer holding an office not created by statute, and of all employees.

Section 6. Chairman. The Chairman shall preside at all meetings of the Authority and sign all official orders thereof; he shall have general supervision over the business and affairs of the Authority; he shall see that all orders and resolutions of the Authority are carried into effect; in carrying out the resolutions of the Authority, he shall execute bonds, mortgages and other contracts requiring the seal of the Authority; and he shall also have such additional powers and duties as may from time to time be imposed upon him by the Authority, subject however, to the right of the Authority, in accordance with Section 1 of this Article I, to delegate any specific power or duty, except such as may be made by statute exclusively conferred on the Chairman, to any other officer or officers of the Authority.

Section 7. Vice Chairman. The Vice Chairman, in the absence of the Chairman, or in the case of the disability of the Chairman, shall perform the functions of the office of the Chairman.

ARTICLE II

Meetings

Section 1. Annual Meeting. The Annual Meeting of the Authority for the election of officers shall be held without notice at 9:30 a.m. on the third Tuesday of July of each year.

Section 2. Regular Meetings. Regular Meetings of the Authority shall be held in the principal office of the Authority, or at such other place within the City of Chicago as may be designated by the Chairman, on the third Tuesday of each month, at 8:30 a.m., and shall include a Public Comment Session, a closed Executive Session for the purpose of discussing confidential personnel matters, or pending or potential litigation and/or other matters which may be discussed in closed session, and an open Business Session.

No notice of the above regular meetings shall be required to be given to the Commissioners, and it shall be the duty of the Commissioners to attend such meetings without notice.

Section 3. Special Meetings. Special Meetings of the Authority may be called at any time by the Chairman, or in his absence, by the Vice Chairman on 48 hours notice to each Commissioner either personally, by mail or by electronic transmission. Special meetings shall be called by the Chairman in like manner and on like notice upon the written request of three or more Commissioners.

Attendance of a Commissioner at any special meeting and participation therein without objecting at the opening of such meeting that it was not lawfully called shall constitute a waiver of notice of such meeting. Failure to give notice of such meeting to a Commissioner so attending it and making no such objection shall in no way affect the validity of any action taken at such meeting.

In an emergency not admitting of delay, a special meeting may be held. Notice of a special meeting held on an emergency basis shall be given as soon as practicable.

Section 4. Attendance by Means other than Physical Presence. If a quorum of the Commissioners is physically present at any regular, special or emergency meeting, a majority of the quorum may allow a Commissioner to attend a meeting via video or audio conference if the Commissioner is prevented from physically attending because of (a) personal illness or disability; (b) employment purposes or the business of the Authority; or (c) a family or other emergency. If a Commissioner wishes to attend a meeting by video or audio conference, the Commissioner must notify the Custodian and Keeper of Records and Official Documents of the Authority before the meeting unless advance notice is impractical.

Section 5. Quorum. A quorum consists of a majority of Commissioners and is the minimum number of Commissioners who must be present at a meeting for the transaction of business. A majority is defined generally as the number greater than half of any total. **Six commissioners shall constitute a quorum for the transaction of the business of the Authority.** In the absence of the quorum the meeting may be adjourned by the Chairman, Vice Chairman or any Commissioner present, in such order, to a given date, subject to the approval of the Chairman, or in his absence, the Vice Chairman. Notice of such meeting may be issued by the Chairman or Vice-Chairman.

Section 6. Waiver of Notice. A written waiver of any notice that is required by this Article II, if such waiver is signed by a Commissioner either before or after the time stated in said waiver for holding a meeting, shall be deemed equivalent to a notice required to be given such Commissioner.

Section 7. Record of Proceedings. The Chairman shall appoint a person to record all votes; keep a record of the proceedings of the Authority in a minute book to be kept for that purpose; maintain verbatim recordings of the closed Executive Session proceedings of the Authority; shall cause notice to be given of all meetings of the Authority; shall keep in safe custody the seal of the Authority; and shall have power to affix such seal to all contracts and other instruments authorized by the Authority and requiring such seal; shall keep the records of all standing and special committees of the Authority and keep the record thereof; and shall be Custodian and Keeper of Records and Official Documents of the Authority; and shall perform such other duties as are incident thereto.

ARTICLE III

Miscellaneous

Section 1. Principal Offices. The principal offices of the Authority shall be at 60 East Van Buren Street, City of Chicago, Cook County, Illinois. Except as otherwise required by resolution of the Authority all of its books and records shall be kept at the principal offices of the Authority.

Section 2. Fiscal Year. The fiscal year shall begin with the first day of January of each year and end with the last day of December of the same year. At the end of each fiscal year, the Chicago Housing Authority, shall employ a recognized firm of auditors and accountants to audit such books of the Authority as are not audited by any governmental instrumentality or body from which the Authority received funds.

Section 3. All demands for money or notes of the Authority other than checks shall be signed by the Chairman or Vice Chairman, or by such other person or persons as the Authority may from time to time designate.

ARTICLE IV

Section 1. The Authority shall indemnify, to the extent not covered by insurance, to the fullest extent provided by law, any current or former CHA Commissioner, Officer, or Employees' Retirement Plan Trustee ("Trustee") against any and all expenses, legal fees and liabilities actually and necessarily incurred by him or her in connection with any claim, action, suit, or proceeding, whether actual or threatened, including civil, administrative, or investigative, including all appeals to which he or she may be made a party by reason of being or having been such Commissioner, Officer or Trustee and regardless of the final resolution of the claim, action, investigation, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the Authority's best interest. Persons claiming indemnification under these By-Laws shall promptly advise the Authority and its General Counsel in writing of the existence of any matter which may give arise to such indemnification.

Section 2. Amounts paid in full indemnification of expenses and liabilities may include but shall not be limited to counsel fees, expert witness fees, court reporters, travel expenses and other fees, costs and disbursements, judgments, fines, penalties against and amounts paid in settlement by such Commissioners, Officer or Trustee.

Section 3. The current or former Commissioner, Officer or Trustee may, at his or her option, (a) tender the defense of the claim, action, suit or proceeding to the Authority to be handled by an attorney of the Authority's choosing at its expense; or (b) select a licensed attorney to defend him or her in the claim, action, suit or proceeding. Any such independent counsel shall work cooperatively with insurance counsel and/or the Authority's counsel. The Authority shall pay all reasonable attorneys' fees and expenses incurred by the current or former Commissioner,

Officer or Trustee promptly after receiving bills therefor in advance of the final disposition of the claim, action, investigation, suit or proceeding so long as the attorneys' fees and expenses are reasonable relative to the fees and expenses the Authority would pay to outside counsel for similar representation. Such fees and expenses shall be subject to review for reasonableness and approval by the Authority's General Counsel.

Section 4. Notwithstanding any other provision herein, the Authority shall be under no obligation to indemnify any current or former CHA Commissioner, Officer or Trustee who fails to comply with or abide by the provisions of these By-Laws, or who is adjudged to be guilty of a criminal offense, liable for fraud, or liable to the Authority for damages. If, following any indemnification payments, it is determined that a current or former Commissioner, Officer or Trustee who received such payments, or on whose behalf such payments were made, was not entitled to such indemnification, the Authority, shall be authorized to recover from such current or former Commissioner, Officer or Trustee all indemnification sums paid, including all defense fees and costs paid pursuant to the duty to defend, and all legal costs, fees and attorneys' fees incurred in recovering the improper indemnification.

ARTICLE V

Section 1. Article V sets forth the indemnification provisions governing current or former CHA employees, not covered by Article IV. The Authority shall indemnify, to the extent not covered by insurance, any current or former CHA employee against any and all expenses and liabilities actually and necessarily incurred by him or her in connection with any claim, action, suit, or proceeding, whether actual or threatened, including civil, administrative, or investigative, including appeals, to which current or former employee may be made a party by reason of being or having been an employee acting in the course of employment; subject to the limitation, however, that there shall be no indemnification: (a) for the amount of any punitive damages awarded, including the amount of any punitive damages awarded under a statute providing for a doubling, trebling or other multiple of actual damages; or (b) in relation to matters as to which the current or former employee shall be adjudged to be guilty of a criminal offense, liable for fraud, liable to the Authority for damages, or found to have acted in violation of Authority policy, including but not limited to the Personnel Manual.

Section 2. Any current or former employee claiming indemnification under these By-Laws must receive written authorization from the Chief Executive Officer prior to retaining counsel. The Authority shall not be liable for any counsel fees or other legal costs incurred prior to receipt by the current or former employee of written authorization by the Chief Executive Officer. The Authority shall not be required to make any indemnification payments, to include counsel fees, to current or former employees covered by this Article until complete and final resolution of the subject litigation has occurred. In no event shall this provision be construed as interference with, discouragement of, or an impediment to the retention of counsel by an employee in circumstances where the employee does not claim a right of entitlement to indemnification for the cost of such counsel.

Section 3. Amounts paid in indemnification of expenses and liabilities may include but shall not be limited to counsel fees and other fees, costs and disbursements, judgments, fines, penalties against, and amounts paid in settlement by such employee.

Section 4. As part of the indemnification provided for hereunder, the Authority shall undertake a duty to defend any noncriminal claim, action, suit or proceeding threatened or pending against any current or former CHA employee. Pursuant to such duty to defend, the Authority shall have the power to the fullest extent permitted by law to: (a) select and retain counsel, (b) require that defenses be tendered to the Authority, (c) review and approve payment of all expenses for reasonableness (including attorneys' fees) and (d) approve any settlement of any dispute giving rise to a claim for indemnification.

Section 5. The Authority shall have no obligation to indemnify any current or former employee who fails to comply with or abide by the provisions of these By-Laws; or who is adjudged to be guilty of a criminal offense, liable for fraud, liable to the Authority for damages, or found to have acted in violation of Authority policy, including but not limited to the Employee Handbook. If, following any indemnification payments, it is determined that a current or former employee who received such payments was not entitled to such indemnification, the Authority shall be authorized to recover from such employee all indemnification sums paid, including all defense fees and costs paid pursuant to the duty to defend, and all legal costs, fees and attorneys fees incurred in recovering the indemnification property.

ARTICLE VI

Amendments

These By-Laws may be altered, amended or repealed by a majority of the Commissioners at any regular or special meeting of the Authority if notice of the proposed alterations, amendment or repeal be contained in a written notice to the Commissioners not less than thirty days before such meeting date.

In no event, however, shall Articles IV and/or V, or any subparts thereof, be retroactively altered, amended or repealed subsequent to the date of adoption of this Amendment to the By-Laws by the Authority. Said Articles, or any subparts thereof, may only be altered, amended or repealed prospectively and any purported retroactive amendment of said Articles shall be null and void.

In the event that said Articles are subsequently altered, amended or repealed, all persons indemnified under said Articles, prior to such alteration, amendment or repeal, shall continue to be indemnified to the same extent for any and all claims, actions, suits or proceedings arising out of any act or omission, whether known or unknown, which occurred prior to the date of said alteration, amendment or repeal.