

# UNOFFICIAL COPY



This document prepared by  
and when recorded mail to:

Donna Spicuzza, Housing Planner  
City of Evanston  
2100 Ridge  
Evanston, IL 60201-2798

Doc#: 1011250002 Fee: \$46.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/22/2010 09:55 AM Pg: 1 of 6

## HOME PROGRAM

### AFFORDABLE HOUSING RESTRICTIONS

Evanston Housing Coalition agrees to grant the City of Evanston a five-year affordable housing restriction for the following described property commonly known as 2014, 2018 and 2024 Wesley, Evanston, Illinois 60201

#### LEGAL DESCRIPTIONS

LOT 3 IN BLOCK 2 IN GRANT AND JACKSON'S ADDITION TO EVANSTON, A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-13-204-012-0000

COMMONLY KNOWN AS: 2014 WESLEY AVENUE, EVANSTON, IL 60201

LOT 2 IN BLOCK 2 IN GRANT AND JACKSON'S ADDITION TO EVANSTON BEING PART OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-13-204-024-0000

COMMONLY KNOWN AS: 2018 WESLEY AVENUE, EVANSTON, IL 60201

LOT 1 IN BLOCK 2 IN GRANT AND JACKSON'S ADDITION TO EVANSTON IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-13-204-009-0000

COMMONLY KNOWN AS: 2024 WESLEY AVENUE, EVANSTON, IL 60201

#### RECITALS

Evanston Housing Coalition was approved for a construction loan of \$180,000 from the federal HOME Program through the City of Evanston for exterior rehabilitation of three multi-family rental buildings at 2014, 2018 and 2024 Wesley. For a period of five years, the rents charged plus utility allowances for five units shall not exceed the Low HOME rents on five units rented to households under 50% AMI, and shall not exceed the High HOME rents on the remaining 15 units. The loan will be paid back to the City of Evanston at the time of title transfer.

# UNOFFICIAL COPY

## AGREEMENTS

The terms of this Affordable Housing Restriction, authorized by G.L. c. 184-SS31-33 and otherwise by law, are as follows:

- 1) The purpose of this Affordable Housing Restriction is to assure that the Premises will be retained as affordable housing for occupancy by low income households, defined as having household income under 80% of Area Median Income based on household size as determined annually by the U.S. Department of Housing and Urban Development (HUD) and that rents plus utilities are at or below HOME rents as published annually by HUD.
- 2) The Affordable Housing Restriction will be recorded with the Cook County Recorder of Deeds.
- 3) The property shall be used as affordable rental five (5) years following the completion of the rehabilitation. Borrower grants with quitclaim covenants to the City of Evanston, acting through its Community Development Department, (the "City"), having a mailing address of 2100 Ridge Avenue, Evanston, Illinois, 60201, its successors and assigns (the "Lender"), exclusively for the purpose of ensuring retention of housing for occupancy by low-income persons and families, the following described Affordable Housing Restriction on a parcel of land located at 2014-2024 Wesley, Evanston, Illinois.
- 4) The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises and units therein (i) shall be and are covenants running with the Land, encumbering the Land for a term of five (5) years commencing September 1, 2009 and ending the September 2, 2014, binding upon the Borrower's successors in title and all subsequent owners of the Premises and units therein, (ii) are not merely personal covenants of the Borrower, and (iii) shall bind the Borrower and its successors and assigns (and the benefits shall inure to the Lenders and to any present or prospective tenant or owner of the Premises). The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable housing, which assistance includes a loan from the Lender under the Federal HOME Program.
- 5) The Borrower hereby agrees that any and all requirements of the laws of The State of Illinois be satisfied in order for this Affordable Housing Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of priority of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that the Affordable Housing Restriction runs with the land.
- 6) Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.
- 7) Each unit in the Project shall contain complete facilities for living, sleeping, eating, cooking and sanitation which are to be used on other than a transient basis. Each unit in the Project shall meet the housing quality standards set forth in the regulations of the City of Evanston's Rehabilitation Standards.
- 8) The Borrower shall not discriminate on the basis of race, creed, color, sex, age, disability, familial status, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use, sale, offering for sale, and occupancy of the Project or in connection with the employment or application for employment of persons for the construction, operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to, a holder of a certificate of family participation under the Federal Rental Certificate Program (24 C.F.R. Part 882) or a rental voucher under the Federal Rental Voucher Program (24 C.F.R. Part 887).

# UNOFFICIAL COPY

- 9) The Borrower may not sell, transfer, exchange, pledge or encumber all or any portion of the Project without the Lender's prior written consent during the Affordability Period.
- 10) If the subject property is sold prior to the end of its respective affordability period (as a rental building) then the HOME loan will be repaid to the City. Throughout the affordability period, the Borrower shall comply with affordability requirements of the HOME program as outlined in the Loan Agreement. These requirements include, without limitation, that units will be rented to households earning no more than 80% of area median income adjusted for family size. If the property is sold prior to the end of its affordability period, then any and all consecutive owners must agree to maintain the units as affordable until the affordability period expires. This will be ensured pursuant to deed restrictions and covenants running with the land without regard to the term of any mortgage or the transfer of ownership.
- 11) Failure to repay HOME loan as provided in this paragraph will, at Lenders discretion, constitute an event of default.
- 12) The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lenders, which consent may be granted or withheld in the Lenders' sole judgment. The Borrower shall not permit the use of any residential unit for any purpose other than residential housing except for legal home occupations as allowed by the City of Evanston Revised Zoning Ordinance.
- 13) The Borrower represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed, the Borrower (subject to the approval of the Lender(s) which will provide the financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.
- 14) Any use of the Premises or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out such activity provided for in this Agreement in compliance with all applicable federal laws and regulations, i.e. equal opportunity, fair housing, affirmative marketing. Borrower hereby grants to Lender and its duly authorized representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction or any other agreement between Borrower and Lender and (b) after 30 days prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Affordable Housing Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost, including attorneys' fees, of the proposed cure. Any such charges incurred by Lender shall be promptly paid by Borrower upon invoicing therefor. The failure to pay same promptly shall, at Lender's discretion, be an event of default.
- 15) The rights hereby granted shall include the right of Lender to enforce this Affordable Housing Restriction by appropriate court proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation (it being agreed that the Lender will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation Counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises. If any provision of this Affordable Housing Restriction shall to any extent be held invalid, the remainder shall not be affected.
- 16) The Lender is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction; and the Borrower on behalf of itself and its successors and assigns the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments upon request. The

# UNOFFICIAL COPY

benefits of this Affordable Housing Restriction shall be in gross and shall be assignable by the Lender as authorized. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceable by any person ever depends upon the approval of Governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

- 17) Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph hereof, if the holder of record of a first mortgage- granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional tender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, and provided that the holder of such mortgage (x) has given Lender not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (y) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights and restrictions herein contained shall not apply to such holder, upon such acquisition of the Property or to any purchaser of the Property from such holder, and such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions. The rights and restrictions contained herein shall not lapse if the Property is acquired through foreclosure or deed in lieu of foreclosure by (i) Borrower, (ii) any person with a direct or indirect financial interest in Borrower, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if the Premises are subsequently acquired by a Related Party during the period in which this Affordable Housing Restriction would have remained in effect but for the provisions of this Section, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.
- 18) Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand-delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Borrower:

Evanston Housing Coalition  
2010 Dewey  
Evanston, Illinois 60201

If to Lender:

City of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60201  
Attn: Community Development Director

With a copy to:

City of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60201  
Attn: Legal Department

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by certified or registered mail shall be deemed given three business days after the day on which it was mailed; a notice delivered by hand shall be deemed given upon receipt.

# UNOFFICIAL COPY

19) This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender, which consent shall not be unreasonably withheld or delayed.

No documentary stamps are required as this Affordable Housing Restriction is not being purchased by the Lender,

OWNER:  
By: *[Signature]*

Its: *Executive Director*

MORTGAGEE:  
CITY OF EVANSTON  
a municipal corporation  
By: *[Signature]*

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )

COUNTY OF COOK )

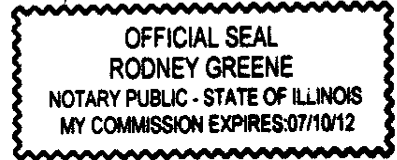
I, Rodney Greene, a notary public in and for said County and State aforesaid, DO

HEREBY CERTIFY that

George A. Gauthier personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21<sup>st</sup> day of April, 2010.

Rodney Greene  
Notary Public



STATE OF ILLINOIS )

COUNTY OF COOK )

I, Janis E. Hackman, a notary public in and for said County and State aforesaid, DO

HEREBY CERTIFY that

Dennis Marino personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22<sup>nd</sup> day of April, 2010.

Janis E. Hackman  
Notary Public

