

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING, PLEASE
RETURN TO:

Lisa Misher
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

Doc#: 1407922047 Fee: \$66.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/20/2014 10:28 AM Pg: 1 of 15

THIS IS BEING RERECORDED TO REPLACE PAGE 2 OF EXHIBIT B WITH A SIGNED PAGE 2
OF EXHIBIT B

(Above Space for Recorder's Use Only)

AFFORDABLE HOUSING COVENANT AND LIEN (ARO - Rental Project)

THIS AFFORDABLE HOUSING COVENANT AND LIEN (this "Covenant") dated as of March 15, 2014, is made by ZITELLA ON CENTRAL, LLC, an Illinois limited liability company ("Developer"), for the benefit of the CITY OF CHICAGO, an Illinois municipal corporation (the "City"), acting by and through its Department of Planning and Development (the "Department"). Capitalized terms not otherwise defined herein shall have the meanings given in Section 1.

RECITALS

Developer is the owner of the property located at 2917-2939N. Central Avenue, Chicago, Illinois, and legally described on Exhibit A attached hereto (the "Property").

A. In connection with the Development of the Property (the "Project"), and as more fully described in the Affordable Housing Profile Form attached hereto as Exhibit B, the Developer has received Zoning Assistance from the City.

B. Pursuant to Section 2-45-110 of the Municipal Code (the "Affordable Requirements Ordinance" or the "ARO"), the City requires any developer of a Residential Housing Project receiving Acquisition Assistance, Financial Assistance or Zoning Assistance to establish affordable housing through (a) the development of Eligible Units as part of the Residential Housing Project, or (b) the payment of a fee in lieu of such development of Eligible Units, or (c) a combination of (a) and (b), which requirement must be satisfied prior to the issuance of a building permit through either (i) the recordation of a lien, regulatory agreement or similar instrument against the Property, imposing such affordable housing requirements as covenants running with the land in order to secure their performance, or (ii) the payment of the required fee.

C. The Developer is executing this Covenant to satisfy the requirements set forth in Section 2-45-110 of the Municipal Code in lieu of payment of the required fee.

NOW THEREFORE, Developer agrees and covenants as follows:



Doc#: 1408444090 Fee: \$66.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/25/2014 03:54 PM Pg: 1 of 15

UNOFFICIAL COPY

Section 1. Definitions.

"**Acquisition Assistance**" means the City's sale of real property to any developer on which a Residential Housing Project is subsequently developed.

"**Affordable Housing Profile Form**" means the agreement attached hereto as Exhibit B, specifying the number and types of affordable units required for the Project.

"**AMI**" means the median household income for the Chicago Primary Metropolitan Statistical Area as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development or any successor.

"**Commissioner**" means the commissioner of the Department of Planning and Development of the City, or any successor department.

"**Completion Date**" means the earlier of (a) the issuance of the certificate of occupancy for the Project (or the residential portion of the Project if the Project is a mixed-use development), or (b) the first day of the initial lease of Units in the Project.

"**Development**" means the construction or Substantial Rehabilitation of housing units or the conversion of any building into residential condominiums.

"**Eligible Units**" means those Units in the Project which will be occupied by or available for occupancy to Low-Income Households. The Eligible Units must be similar in size, construction, design, appearance and lot size as the market rate Units in the Project.

"**Final Lease Commencement Date**" means the date on which the last (in this case, second) Eligible Unit in the Project is first leased to a Low-Income Household.

"**Financial Assistance**" means any assistance provided by the City through grants, direct or indirect loans, or allocation of tax credits for the Development of Units.

"**Household**" means and includes an individual, a group of unrelated individuals or a family, in each case residing in one Unit.

"**Imputed Income Limitation**" means, for each Eligible Unit, the Income Limit which would apply to the Household occupying such Eligible Unit if the number of individuals in the Household were as follows: (a) in the case of an Eligible Unit which does not have a separate bedroom, one individual; and (b) in the case of an Eligible Unit which has one or more separate bedrooms, 1.5 individuals for each separate bedroom.

"**Low-Income Household**" means a Household whose adjusted annual income does not exceed 60% of AMI at the time of the first rental of an Eligible Unit by that Household.

"**Municipal Code**" means the Municipal Code of the City of Chicago.

"**Residential Housing Project**" means one or more buildings that collectively contain ten (10) or more Units on one or more tax parcels or lots marketed as a single or unified project or sharing common elements, or comprising a part of a planned development or the addition of ten (10) or more Units to an existing building.

UNOFFICIAL COPY

"Substantial Rehabilitation" means the reconstruction, enlargement, installation, repair, alteration, improvement or renovation of a building, structure or portion thereof requiring a permit issued by the City; provided the cost of the Substantial Rehabilitation must be \$25,000.00 or more per Unit.

"TIF Guidelines" means those guidelines established pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., and adopted by the City Council in "An Ordinance Adopting Guidelines for Use of Tax Increment Financing Revenues for Construction of Affordable Housing" passed on July 31, 2002, and published at pages 90838-90859 of the Journal of the Proceedings of the City Council of that date.

"Unit" means a room or suite of rooms designed, occupied, or intended for occupancy as a separate living quarter with cooking, sleeping and sanitary facilities provided within the unit for the exclusive use of the occupants of the unit; provided that a "Unit" does not include dormitories, or a "hotel" as that term is defined in Section 13-4-010 of the Municipal Code.

"Zoning Assistance" means City approval of a rezoning of a lot (i) to permit a higher floor area ratio than would otherwise be permitted in the base district in which the Property is located at the time of such rezoning and the lot is subsequently developed with a Residential Housing Project; (ii) from a zoning district that does not allow household living uses to a zoning district that allows household living uses and the lot is subsequently developed with a Residential Housing Project; and/or (iii) from a zoning district that does not allow household living uses on the ground floor of a building to a zoning district that permits household living uses on the ground floor, and the ground floor is subsequently developed with a Residential Housing Project.

Section 2. Term of Covenant. Developer, for itself and its successors and assigns, agrees to be bound by the terms and provisions of this Covenant for the period (the "**Covenant Term**") commencing on the date hereof and expiring on the earlier of (a) the thirtieth (30th) anniversary of the Final Lease Commencement Date, or (b) the date on which a first mortgagee providing construction or permanent financing for the Project acquires title to the Project by foreclosure or deed in lieu of foreclosure, or (c) the date on which an authorized condemning authority acquires the Project by condemnation. Developer shall inform the Department of the date the Project (or the residential portion of the Project if the Project is a mixed-use development) receives a certificate of occupancy from the City, or, if no certificate of occupancy is issued, the date of the commencement of the first lease term of a Project Unit, within 60 days following Developer's receipt of the certificate of occupancy or the executed initial lease, as the case may be.

Section 3. Covenant Running with the Land. Developer hereby declares its express intent that the covenants and agreements set forth herein shall be deemed covenants running with the land from the date hereof to the expiration of the Covenant Term and shall pass to any person or entity (except tenants of the Units) to whom Developer may sell or assign all or a portion of its interest in the Property or any successor in title to all or a portion of the Property. In the event Developer sells or assigns all or any portion of the Property or Project it shall notify the City within sixty (60) days of such sale or assignment.

UNOFFICIAL COPY

Section 4. Affordability Restrictions.

4.1 Developer shall comply with the affordable housing commitment required pursuant to Section 2-45-110 of the Municipal Code either or a combination of the following:

- (a) establishing and maintaining three(3) Eligible Units, each containing two(2) bedrooms, with a square footage of approximately 1,200 square feet; or
- (b) paying to the City \$100,000 per Unit not initially established as an Eligible Unit as required above.

4.2 Developer shall rent the Eligible Units required pursuant to Section 4.1(a) to Low-Income Households only.

4.3 The rent (including tenant-paid heat) charged each month for any Eligible Unit shall not exceed at any time 30% of the Imputed Income Limitation applicable to such Eligible Unit, as updated annually in the document titled "City of Chicago Maximum Affordable Monthly Rents," for a period of 30 years after the first day of the initial lease of such Eligible Unit.

4.4 On or prior to October 31 of each year during the Covenant Term, the Developer shall provide the City with a compliance certificate in substantially the form attached hereto as Exhibit C (the "Compliance Certificate"). Developer shall obtain and keep such records as are necessary to enable it to complete the Compliance Certificate and substantiate all statements made therein.

4.5 If on the date that is six (6) months following the Completion Date, the Eligible Units required under Section 4.1(a) above are not rented or available for rental by Low-Income Households in accordance with this Section 4, and Developer has not made payment to the City as provided by Section 4.1(b), then Developer shall be in breach of this Covenant and subject to the City's remedies set forth in Section 5. The Department may, in its sole discretion, extend such 6-month period based on the initial leasing of the Units in the Project.

Section 5. Remedies and Enforceability.

5.1 Upon the rental of any Eligible Unit at a rental price in excess of what is permitted by Section 4.3 above, or to a Household that is not a Low-Income Household, Developer shall pay to the City a fee ("Fee") of \$500.00 per Eligible Unit per day for each day that Developer is in noncompliance, subject to the right to cure such noncompliance as set forth below.

5.2 Developer shall have ninety (90) days after written notice from the Commissioner to cure any noncompliance with this Covenant. If after ninety (90) days, the Developer fails to cure the noncompliance, the Fee shall be assessed from the first day of noncompliance.

5.3 In addition to the foregoing remedy, the City shall have the right to enforce this Covenant and in furtherance thereof institute any action or proceeding at law or in equity against Developer.

UNOFFICIAL COPY

Section 6. General Provisions.

6.1 This Covenant shall be interpreted under the laws of the State of Illinois.

6.2 This Covenant shall not be waived, modified or amended except as set forth in a written document executed by the Commissioner and Developer.

6.3 Any notices and communications under this Covenant shall be in writing and shall be: (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) by a reputable overnight express carrier, to the following addresses (or to such other or further addresses as the City or Developer may hereafter designate by like notice similarly sent):

If to Developer: Zitella on Central, LLC
4970 North Harlem Avenue
Harwood Heights, Illinois 60708

With a copy to: Mark J. Kupiec
Law Office of Mark J. Kupiec & Associates
Suite 1801
77W. Washington Street
Chicago IL 60602

If to the City: Commissioner
City of Chicago
Department of Planning and Development
121 N. LaSalle, 10th Floor
Chicago, IL 60602

Every notice or other communication hereunder shall be deemed to have been given as of the date evidenced by a receipt from such national courier service or the United States Postal Service or immediately if personally delivered.

6.4 The Developer 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 Developer's responses or documents provided pursuant to the terms of this Covenant or the Compliance Certificate, including breaches of the representations and warranties herein and therein contained.

(SIGNATURE PAGE FOLLOWS)

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

LOTS 11 AND 12 AND LOT 13 (EXCEPT THAT PART OF LOT 13, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 2-¼ INCHES; THENCE EAST FOR A DISTANCE OF 80.00 FEET TO A POINT WHICH IS 3-¼ INCHES NORTH OF THE SOUTH LINE OF SAID LOT 13; THENCE SOUTH, A DISTANCE OF 3-¼ INCHES TO THE SOUTH LINE OF SAID LOT 13; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT TO THE PLACE OF BEGINNING); AND LOTS 14 AND 15 IN BLOCK 9 IN KENDALL'S BELMONT AND 56TH AVENUE SUBDIVISION OF THE WEST 1 /2 OF THE NORTHWEST 1 /4 (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 16, 17, 18, 19 AND 20 IN BLOCK 2 IN J. E. WHITE'S FIRST DIVERSEY PARK ADDITION, BEING A SUBDIVISION OF THE WEST ½ OF THE SOUTH 30 ACRES OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2917-2939 NORTH CENTRAL AVENUE
CHICAGO, ILLINOIS 60634

PERMANENT INDEX NO: 13-28-116-008-0000
13-28-116-009-0000
13-28-116-042-0000
13-28-116-044-0000
13-28-116-046-0000
13-28-116-047-0000

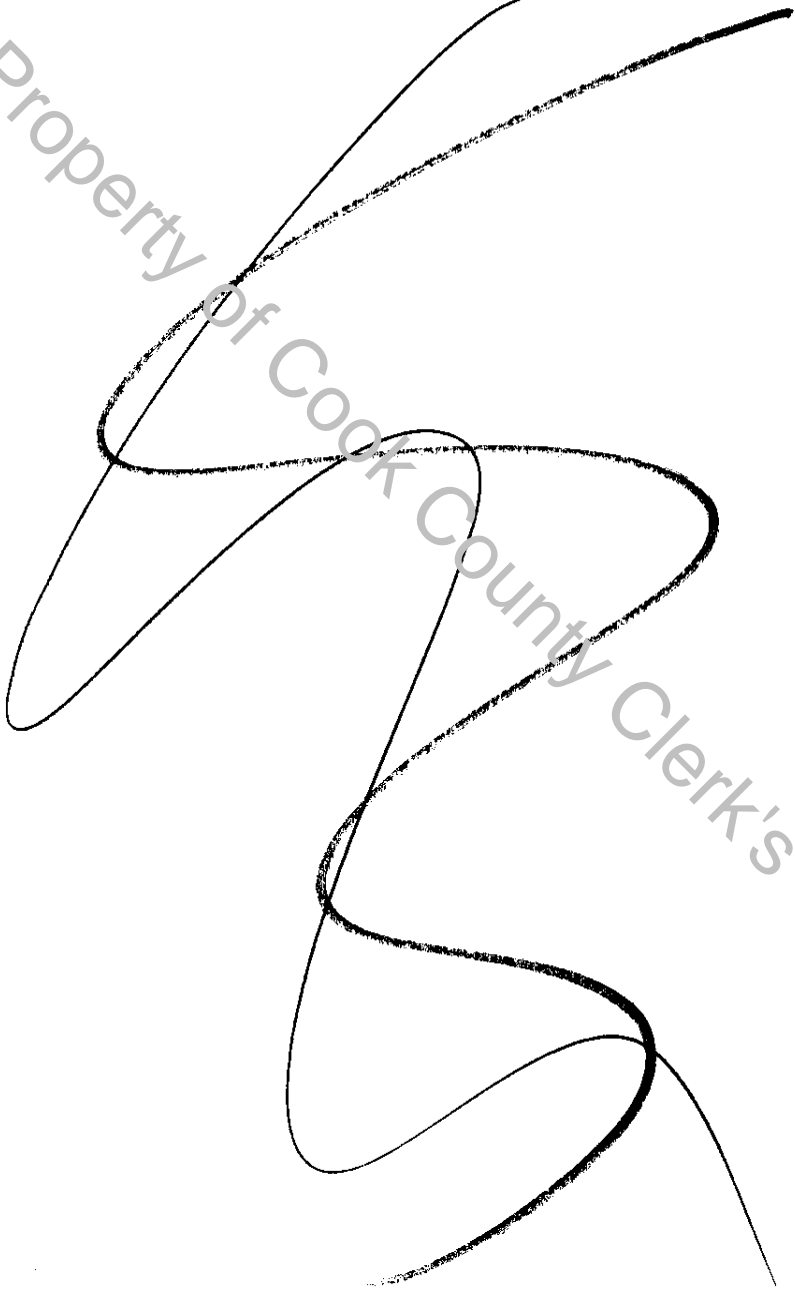
UNOFFICIAL COPY

EXHIBIT B

AFFORDABLE HOUSING PROFILE FORM

(ATTACHED)

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Affordable Housing Profile Form (Rental)

Submit this form to the Department of Planning & Development for each project that triggers an affordability requirement (including CPAN, ARO, and the Density Bonus).

This completed form should be returned (via e-mail, fax, postal service or interoffice mail) to: Marcia Baxter, Department of Planning & Development, 121 N. LaSalle Street, Chicago, IL 60602. E-mail: Marcia.Baxter@cityofchicago.org; Telephone: (312) 744-0696

For information on these programs/requirements, visit www.cityofchicago.org/dpd

Date: Feb 12, 2014

SECTION 1: DEVELOPMENT INFORMATION

Developer Name:
 Development Address: 3917-21 N. Central Ave, and 2929-39 N. Central Ave
 Ward: 31st
 If you are working with a Planner at the City, what is his/her name?
 Type of City involvement: _____ Land write-down
 (check all that apply) _____ Financial Assistance (If receiving TIF assistance, will TIF funds be used for housing construction? _____) *If yes, please provide copy of the TIF Eligible Expenses
 _____ Zoning increase, PD, or City Land purchase

SECTION 2: DEVELOPER INFORMATION

Developer Name: Zitella on Central, LLC
 Developer Contact (Project Coordinator): Bobby Zitella
 Developer Address: 4970 N. Harlem
 Email address: Bobby @ Zitella.developments.com May we use email to contact you? Yes No
 Telephone Number: 847 812 2215

SECTION 3: DEVELOPMENT INFORMATION

a) Affordable units required

For ARO projects: $30 \times 10\% = 3$ (always round up)
 Total units total affordable units required
 *20% if TIF assistance is provided

For Density Bonus projects: _____ X 25% = _____
 Bonus Square Footage* Affordable sq. footage required

*Note that the maximum allowed bonus is 20% of base FAR in dash-5; 25% in dash-7 or -10; and 30% of base FAR in dash-12 or -16 (www.cityofchicago.org/zoning for zoning info).

b) building details

In addition to water, which of the following utilities will be included in the rent (circle applicable):
 Cooking gas electric gas heat electric heat other (describe on back)

Is parking included in the rent for the: affordable units? yes no market-rate units? yes no
 If parking is not included, what is the monthly cost per space? _____

Estimated date for the commencement of marketing:

July / August 2014

UNOFFICIAL COPY

Estimated date for completion of construction of the affordable units: August 2014

For each unit configuration, fill out a separate row, as applicable (see example).

	Unit Type*	Number of Units	Number of Bedrooms/Unit	Total Square Footage/Unit	Expected Market Rent	Proposed Affordable Rent*	Proposed Level of Affordability (60% or less of AMI)	Unit Mix OK to proceed?
<i>Example</i>	1 bed / 1 bath	4		800	\$1,000	750	60%	
Affordable Units	2 br / 2 ba	3		1200	1300	820 \$894	60%	YES
Market Rate Units	2 br / 2 ba	27		1200		N/A	N/A	
						N/A	N/A	
						N/A	N/A	

*Rent amounts updated annually in the City of Chicago's Maximum Affordable Monthly Rent Chart

SECTION 4: PAYMENT IN LIEU OF UNITS

When do you expect to make the payment in-lieu? _____
 (typically corresponds with issuance of building permits) Month/Year

For ARO projects, use the following formula to calculate payment owed:

$$\frac{\text{Number of total Units In development}}{\text{Number of total Units In development}} \times 10\% = \frac{\text{Number of total Units In development}}{\text{Number of total Units In development}} \times \$100,000 = \$ \text{Amount owed}$$

(round up to nearest whole number)

For Density Bonus projects, use the following formula to calculate payment owed:

$$\text{Bonus Floor Area (sq ft)} \times 80\% \times \$ \text{median price per base FAR foot} = \$ \text{Amount owed}$$

(from table below)

Submarket (Table for use with the Density Bonus fees-in-lieu calculations)	Median Land Price per Base FAR Foot
Loop; Chicago River on north/west; Congress on south; Lake Shore Dr. on east	\$61
North; Division on north; Chicago River on south/west; Lake Shore Dr. on east	\$43
South; Congress on north; Stevenson on south; Chicago River on west; Lake Shore Dr. on east	\$22
West; Lake on north; Congress on south; Chicago River on east; Racine on west	\$29

Authorization to Proceed (to be completed by Department of HED)

Marla Baxter
 Marla Baxter,
 Department of Planning & Development

2/18/14
 Date

[Signature]
 Developer/Project Manager

2/13/14
 Date

UNOFFICIAL COPY

EXHIBIT C

COMPLIANCE CERTIFICATE

**CITY OF CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT**

**ANNUAL OWNER'S CERTIFICATION FOR PROJECT
SUBJECT TO AFFORDABLE HOUSING COVENANT
OF THE MUNICIPAL CODE OF CHICAGO**

Owner: ZITELLA ON CENTRAL, LLC

Project Name: Zitella on Central

Project Address: 2917-2939 North Central Avenue, Chicago, Illinois

Date: March 13, 2014

Owner Federal Employer Identification Number: 46-3902875

The Owner has executed an Affordable Housing Covenant and Lien ("**Covenant**") for the benefit of the City of Chicago (the "**City**"). The Covenant was filed with the Office of the Recorder of Deeds of Cook County, Illinois, on _____ (month/date/year). Pursuant to the Covenant, the Owner is required to maintain certain records concerning the Project and the City is authorized to monitor the Project's compliance with the requirements of the Covenant. This Annual Owner's Certification for Project Subject to the Affordable Housing Covenant ("**Compliance Certificate**") must be completed in its entirety and must be executed by the Owner, notarized and returned to the Department of Planning and Development by October 31 of each year until the expiration of the Covenant Term (as defined in Section 2 of the Covenant). No changes may be made to the language contained herein without the prior approval of the City. 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, income limits, maximum allowable rents, and guidance for calculating household income are available on the Department of Planning and Development's website, or by contacting the Department directly at 312-744-4190 and requesting to speak with someone regarding ARO Compliance.

A. INFORMATION

1. Please list the address for each building included in the Project. (If necessary, use a separate sheet of paper and attach it to this document.)

Building Address(es):

2917-21 N. Central Avenue
2929-39 N. Central Avenue

UNOFFICIAL COPY

2. Has any change occurred, either directly or indirectly, (a) in the identity of the Owner, (b) in the identity of any shareholder, partner, member, trustee or other entity holding an ownership interest in the Owner, or (c) which would otherwise cause a change in the identity of the individuals who possess the power to direct the management and policies of the Owner since the date of the Covenant or the most recent Annual Owner's Certification?

Yes _____

No _____

If Yes, provide all the appropriate documents.

3. Have the Owner's organizational documents been amended or otherwise modified since they were submitted to the City?

Yes _____

No _____

If Yes, provide all amendments and modifications of the Owner's organizational documents.

B. REPRESENTATIONS, WARRANTIES AND COVENANTS

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) _____ an individual
- (b) _____ a group of individuals
- (c) _____ a corporation incorporated and in good standing in the State of _____
- (d) _____ a general partnership organized under the laws of the State of _____
- (e) _____ a limited partnership organized under the laws of the State of _____
- (f) a limited liability company organized under the laws of the State of Illinois
- (g) _____ other [please describe]: _____

2. 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.

3. The Project consists of 2 building(s) containing a total of 30 residential unit(s), with total rentable square feet of 39,854

4. (a) The Covenant requires the Owner to rent two (2) of the residential units in the Project (the "**Eligible Units**") to individuals whose income is 60 percent or less of the Chicago Primary Metropolitan Statistical Area median income ("**Low-Income Households**").

(b) For the 12-month period preceding the date hereof (the "**Year**"):

- (i) the Eligible Units in the Project (as identified in paragraph 8 below) were occupied or available for occupancy by Low-Income Households;

UNOFFICIAL COPY

- (ii) the Owner received an annual income certification from each Low-Income Household at the time of the first rental by that household and documentation to support such certification;
- (iii) all of the units in the Project were for use by the general public and used on a non-transient basis;
- (iv) each building in the Project was suitable for occupancy, taking into account the health, safety and building codes of the City; and
- (v) if an Eligible Unit became vacant during the Year, reasonable attempts were or are being made to rent such Eligible Unit or the next available residential unit in the Project of a comparable size to one or more Low-Income Households.

5. I have attached the Affordable Housing Profile Form signed by the Department of Planning and Development for this Project and acknowledge that I must provide the number and types of affordable units specified in that document.

6. I have attached copies of the first and last pages of the lease for each of the Eligible Units listed in paragraph 8 below. For any new tenants, I have attached copies of all documents required to certify that they are income-eligible.

7. For this Project, tenants pay for the following utilities [check as applicable]:

- (a) electric heat
- (b) cooking gas
- (c) other electric
- (d) gas heat
- (e) electric cooking

8. The following information accurately describes the Eligible Units required in this Project, as of today's date:

	Unit #	Number of bedrooms	Square footage	Rent charged	Household size	Household income	Date household income most recently calculated
1.	#100 2920 (Central)	2	1236	894			
2.	#101 2929	2	1296	894			
3.	#106 2939	2	1280	894			

9. The Project is in compliance with all of the currently applicable requirements of the Covenant. The Owner will take whatever commercially reasonable action is required to ensure that the Project complies with all requirements imposed by the Covenant during the periods required thereby.

The Owner shall retain, for the period required under the Covenant, as from time to time amended and supplemented, all tenant selection documents, which include but are not limited to: income verification, employment verification, credit reports, leases and low-income computation forms, to be available for periodic inspections by the City or its representative. The

UNOFFICIAL COPY

City, at its option, can periodically inspect the Project, and all tenancy-related documents to determine continued compliance of the Project with all applicable requirements.

10. 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.

11. 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.

12. 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. The Owner has used its commercially reasonable best efforts to repair and restore the Project to substantially the same condition as existed prior to the occurrence of any event causing damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of the Affordable Housing Profile Form attached to the Covenant.

13. The Owner has not executed any agreement with provisions contradictory to, or in opposition to, the provisions of the Covenant. The Owner shall continue to cooperate with the City and furnish such documents, reports, exhibits or showings as are required by the Covenant and the City or the City's counsel.

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.

C. PENALTIES FOR NONCOMPLIANCE

Upon the rental of any Eligible Unit at a rental price in excess of what is permitted by Section 4.3 of the Covenant, or to a Household that is not a Low-Income Household, Developer shall pay to the City a fee ("**Fee**") of \$500.00 per Eligible Unit per day for each day that the Developer is in noncompliance, subject to the right to cure such noncompliance as set forth below.

Developer shall have 90 days after written notice from the Commissioner to cure any noncompliance with this Covenant. If after 90 days, the Developer fails to cure the noncompliance, the Fee shall be assessed from the first day of noncompliance.

In addition to the foregoing remedy, the City shall have the right to enforce this Covenant and in furtherance thereof institute any action or proceeding at law or in equity against Developer.

D. INDEMNIFICATION

UNOFFICIAL COPY

The Developer 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 Developer's responses or documents provided pursuant to the terms of this Covenant or the Compliance Certificate, including breaches of the representations and warranties herein and therein contained.

15 **IN WITNESS WHEREOF**, the Owner has executed this Annual Owner's Certification this day of March, 2014.

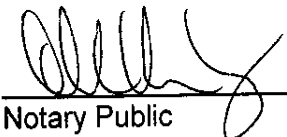
Owner: ZITELLA ON CENTRAL, LLC an Illinois Limited Liability Company

By: Zitella Management, LLC, Manager

By: 
Sam Zitella

Its: Sole Manager and Member

Subscribed and sworn to before me this 15th day of March, 2014.


Notary Public

(Stamp)

