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GIT (12-12)

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THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING SHOULD BE
RETURNED TO:

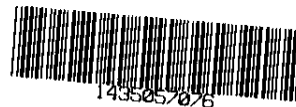
Deutsch, Levy & Engel, Chartered
225 W. Washington Street, Suite 1700
Chicago, Illinois 60606
Attn: Jeffrey B. Horwitz

PIN: 15-08-403-076-0000

Commonly known as:

430 Geneva Avenue
Bellwood, Illinois 60104

Neighborhood Stabilization Program



Doc#: 1435057076 Fee: \$74.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/16/2014 12:54 PM Pg: 1 of 19

AMENDED AND RESTATED REGULATORY
AND LAND USE RESTRICTION AGREEMENT

NOTICE TO LENDERS, SUBSEQUENT
OWNERS AND TITLE EXAMINERS:

THIS DOCUMENT CONTAINS RESTRICTIVE COVENANTS THAT REQUIRE THE RECORDED WRITTEN CONSENT OF THE AUTHORITY TO ANY SUBSEQUENT SALE, ASSIGNMENT, ENCUMBRANCE, MORTGAGE OR TRANSFER OF THE PROPERTY DURING THE AFFORDABILITY PERIOD. THE FAILURE TO OBTAIN SAID CONSENT SHALL RESULT IN AN EVENT OF DEFAULT UNDER THE PROVISIONS OF THIS AGREEMENT.

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AMENDED AND RESTATED REGULATORY AND LAND USE RESTRICTION AGREEMENT

THIS AMENDED AND RESTATED REGULATORY AND LAND USE RESTRICTION AGREEMENT ("Agreement"), is made and entered into as of this 9 day of December, 2014 by and between **PROVISO PUBLIC PARTNERSHIP, NFP**, an Illinois not-for-profit corporation, having an address of 4585 W. Harrison Street, 3rd Floor, Hillside, Illinois 60162 (the "Owner"), and the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** ("Authority"), a body politic and corporate of the State of Illinois, created and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.* (1994) ("Act"), having its principal offices at 401 N. Michigan Avenue, Suite 700, Chicago, Illinois 60611.

RECITALS

A. The Authority has applied for and received an allocation of funds ("NSP Funds") from the United States Government under the Neighborhood Stabilization Program (the "Neighborhood Stabilization Program") as authorized by Title III of Division B of the Housing and Economic Recovery Act of 2008, Public Law 110-289 ("HERA"), applicable NSP Laws, as the same may be amended and supplemented from time to time, and which are hereby incorporated herein by reference.

B. Proviso Township Mental Health Commission, an Illinois unit of local government ("Subgrantee") applied for an award of Neighborhood Stabilization Program funds, in connection with the Neighborhood Stabilization Program objective to benefit Low, Moderate and Middle Income Persons as set forth in 24 CFR 570, as supplemented by the October 2008 Notice and the June 2009 Notice, and as further amended, supplemented or revised from time to time (the "National Objective").

C. Subject to the terms and conditions set forth in that certain Neighborhood Stabilization Program Agreement, dated as of April 8, 2010, the Authority agreed to award Subgrantee a portion of the NSP Funds to be used by Subgrantee in connection with certain activities in furtherance of the National Objective and other uses of NSP Funds permitted under the NSP Laws (the "NSP Allocation Agreement"). The NSP Allocation Agreement and all other documents executed by Subgrantee and/or Owner which evidence, secure or govern the foregoing are hereinafter sometimes collectively referred to as the "Allocation Documents". Terms not otherwise defined herein shall have the meanings given thereto in the NSP Allocation Agreement.

D. The Subgrantee and The Resurrection Project, an Illinois not-for-profit corporation (the "Developer") entered into that certain Development Agreement, dated as of June 3, 2010 (the "Development Agreement"), and which was thereafter acknowledged, agreed to and joined by an affiliate of the Subgrantee and Developer, Melrose Park NSP I, LLC, an Illinois limited liability company ("Melrose Park NSP I") as of September 1, 2010, whereby the Subgrantee, Developer and Melrose Park NSP I agreed that the Subgrantee would allocate a portion of the NSP Funds granted to the Subgrantee (the "Developer Allocation") pursuant to the NSP Allocation Agreement for an Eligible Use by Melrose Park NSP I for the real property commonly known as **430 Geneva**

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Avenue, Bellwood, Illinois 60104, more particularly described in Exhibit "A" attached hereto and made a part hereof (individually and collectively known as the "Property").

E. In consideration of the foregoing, Melrose Park NSP I entered into that certain Regulatory and Land Use Restriction Agreement with the Authority on November 1, 2010 and recorded as document numbers 1033040004 on November 28, 2010 in the Office of the Recorder of Deeds in Cook County, Illinois (the "Original Regulatory Agreement") and consented to be regulated and restricted by the Authority as therein provided and as provided for in the NSP Laws, and any additional rules, regulations, policies and procedures of HUD or the Authority promulgated from time to time, all as the same may be amended and supplemented from time to time, and as applicable.

F. Melrose Park NSP I will convey its interest in the Property to the Owner. The Owner agreed to accept the Property subject to the Original Regulatory Agreement. In consideration of the Authority's consent to the transfer of the Property, the Authority and the Owner hereby agree to amend and restate the Original Regulatory Agreement in its entirety pursuant to the terms and conditions of this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend and restate the Original Regulatory Agreement in its entirety as set forth herein, and covenant and agree as follows:

1. **RECITALS**. The foregoing recitals are made a part of this Agreement with the intention that the Authority may rely on said recitals as representations and warranties of the Owner.

2. **GENERAL CONDITIONS**. This Agreement and the Developer Allocation shall be subject to, and Subgrantee agrees to comply with the requirements of Title 24 of the CFR, Part 570 ("24 CFR 570") (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants ("CDBG")), as supplemented or modified pursuant to the October 2008 Notice, the June 2009 Notice and the April 9, 2010 Notice and all other rules or guidance promulgated by HUD or the Authority from time to time, together with the Authority's Neighborhood Stabilization Program requirements set forth in NSP Manual, and the requirements of Title 24 of the CFR, Part 92 (the "HOME Regulations"), all as they may be amended and supplemented from time to time.

3. **COVENANTS, REPRESENTATIONS AND WARRANTIES**. The Owner covenants, represents and warrants to the Authority as follows:

- a. **Title**. The Owner holds fee simple title to the Property.
- b. **Use of Developer Allocation**. Owner shall use the Developer Allocation solely, (i) in connection with the Neighborhood Stabilization Program; (ii) to further the National Objective; and (iii) in connection with the activities to be taken or performed by

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Subgrantee and Owner in connection with the use of the Developer Allocation for the Eligible Use activities on the Property to the NSP Allocation Agreement (collectively, the "Project"). Owner shall use the Developer Allocation in accordance with all NSP Laws and all directives of HUD, the Authority, State or other governmental agency which may be prescribed from time to time, and for no other purpose other than for an Eligible Use without the prior written consent of the Authority, which consent may be withheld by the Authority in its sole and absolute discretion.

4. NEIGHBORHOOD STABILIZATION PROGRAM REQUIREMENTS.

Owner further covenants, represents and warrants to Authority as follows:

a. Governmental Approvals. The Owner shall obtain or cause to be obtained all Federal, State and local governmental approvals required by law for the Project.

b. Compliance With Laws. The Owner shall cause the Property to comply with all state, federal and local codes, ordinances, zoning ordinances, including but not limited to, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 *et seq.*), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*), the Lead-Based Paint Exposure Reduction Act, 15 U.S.C. 2601 *et seq.*, and 24 C.F.R. 35, each as respectively amended from time to time, the Authority's Property Standards For Rehabilitated Housing and the United States Department of Housing and Urban Development's ("HUD") Section 8 Housing Quality Standards, as set forth in Section 371.601 of the Rules. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with the Developer Allocation provided under this Agreement, Owner shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Authority and the United States are beneficiaries of and entitled to enforce such covenants. Owner, in undertaking its obligation to carry out the Neighborhood Stabilization Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

c. Priority for Areas of Greatest Need. Owner shall use the Developer Allocation solely for the benefit of the Areas of Greatest Need. Areas of Greatest Need include those target areas published by HUD and/or the Authority from time to time.

d. Acquisition of Real Estate. To the extent Owner uses the Developer Allocation granted to Subgrantee to acquire Foreclosed homes or residential property as contemplated by the Neighborhood Stabilization Program, Owner shall purchase, develop, improve, sell and rent such real property in accordance with all NSP Laws, including the following:

i. Owner's acquisition price for any real property purchased with the assistance of the Developer Allocation shall be at a discount from the Current Market Appraised Value; and

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ii. The minimum discount on any single piece of property shall be not less than 1% below the Current Market Appraised Value or such other discount percentage as published by HUD or as the Authority otherwise determines from time to time.

e. Compliance with NSP Manual. Owner shall comply, and shall cause the Project to comply, with all NSP Laws and all terms, conditions, covenants and restrictions identified in the NSP Manual, as the same may be amended and supplemented from time to time, in connection with the Eligible Use to be undertaken by Subgrantee and Owner in connection with its application of the Developer Allocation. Owner shall further comply, and cause the Project to comply, with all other rules, regulations and guidance otherwise promulgated by HUD or the Authority from time to time.

f. Continued Affordability. Owner shall ensure that the sale, rental, improvement or redevelopment of Abandoned and Foreclosed homes and residential properties purchased or rehabilitated with the Developer Allocation remain affordable to individuals or families whose income does not exceed 120% of area median income. Owner shall ensure that for properties purchased or rehabilitated with assistance from the Developer Allocation, under the requirements of Section 2301(f)(3)(A)(ii) of HERA, such properties remain affordable to individuals and families whose income does not exceed 50% of area median income. Exhibit "B" sets forth the units created by the Developer Allocation which shall be designated to benefit individuals or families whose income does not exceed 50% of the area median income, and for the foregoing units Owner shall comply with the HOME program affordability standards at 24 CFR 92.252(a), (c), (e) and (f), and 92.254, as applicable, as supplemented by the following: the rent levels for Neighborhood Stabilization Program assisted properties shall follow the maximum "HIGH" and "LOW" HOME rents established by HUD for the HOME Investment Partnership Program for households at very-low and low income levels and other rent levels under the Neighborhood Stabilization Program are calculated based on the extrapolation from the LOW HOME rents (50%) area median income. Changes in the Neighborhood Stabilization Program's rent schedules may occur based on changes in the annual HUD published HOME rent schedule. If the Developer Allocation is used to assist a real property that was previously assisted with HOME funds, but on which the affordability restrictions were terminated through foreclosure or transfer in lieu of foreclosure pursuant to 24 CFR part 92, Owner shall revive the HOME affordability restrictions for the longer of the remaining period of HOME affordability or the continuing affordability requirements of this Agreement. Upon the sale, conveyance or transfer of the fee simple ownership of the Property, Owner shall ensure that said transferee complies with the affordability requirements set forth herein and Owner understands and acknowledges that any default or breach of said affordability requirements following such sale, conveyance or transfer shall constitute a violation of this Agreement.

g. Cooperation. The Owner understands and agrees that the Owner shall cooperate at all times with the Authority, Subgrantee and the Owner's contractor(s), if any, and will do all acts necessary to facilitate the Project.

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h. Insurance. Owner and any subsequent owners of the Property shall keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Property continuously insured against loss or damage by fire or other hazards, and such other appropriate insurance as may be required by the Authority, all in form and substance reasonably satisfactory to the Authority.

i. CONSENT REQUIREMENTS FOR TRANSFERS. The Owner acknowledges that: (a) it is experienced in owning and operating property such as the Property; (b) it has been ably represented by a licensed attorney at law in the negotiation and documentation of this Agreement and with respect to the requirements and provisions of the NSP Laws; (c) it has bargained at arm's length and without duress of any kind for all of the terms and conditions of this Agreement including the provisions of this Paragraph 4(i); (d) it understands and acknowledges that the Authority is obligated to be aware of any encumbrances against, or subsequent transfers of the Property in order to ensure that any and all program income generated from the Property is returned to the Authority in accordance with the provisions of the NSP Laws and to ensure compliance with the affordability requirements contained in this document. In accordance with the foregoing, Owner and any subsequent owner in title to the Property by virtue of their acceptance of the deed for the Property agrees that if this Paragraph 4(i) is deemed a restraint on alienation, it is a reasonable one. Owner shall not create, effect, consent to, suffer or permit any "Prohibited Transfer" (as hereinafter defined) without the prior written consent of the Authority, which consent may be withheld in the Authority's sole and absolute discretion. The Authority shall notify the Owner within thirty (30) days of receipt of the request for consent as to whether the Authority will, or will not consent to such request. In the event the Authority fails to provide the consent or its refusal to said request within such thirty (30) day period, said request for consent shall be deemed denied by the Authority. A "Prohibited Transfer" shall include any sale or other conveyance, transfer, lease or sublease, mortgage, refinancing, assignment, pledge, grant of a security interest, grant of any easement, license or right-of-way affecting the Property, any hypothecation or other encumbrance of the Property, any interest in the Property, in each case whether any such Prohibited Transfer is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise. Furthermore, the Owner and any subsequent owner in title to the Property shall not without the prior written consent of the Authority, permit the transfer of "control" of the Property to any other person or legal entity, which consent may be withheld in the Authority's sole and absolute discretion. For the purposes of the foregoing sentence, the term "control" shall mean the power to direct or cause the direction of the management and policies of the Property by the voting of securities or by contract. The provisions of this Paragraph 4(i) shall not apply to the lien of current taxes and assessments on the Property. Owner and any subsequent owner in title to the Property acknowledges that any agreements, liens or encumbrances created in violation of the provisions of this Paragraph 4(i) shall, at the option of the Authority, constitute an Event of Default hereunder, and to the extent the provisions of this Paragraph 4(i) conflict with or are inconsistent with similar provisions of the Allocation Documents and/or the Development Agreement, the provisions of this Paragraph 4(i) shall govern and control.

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The Owner any subsequent owner in title to the Property must submit to the Authority at the notice address provided for in this Agreement for review all of the pertinent and applicable documents for the Prohibited Transfer they are seeking consent for from the Authority including all financial information related thereto and any other documentation requested by the Authority. If the Authority consents to the foregoing, which consent shall be in the Authority's sole and absolute discretion, it will provide for recording simultaneously with the approved transaction a Consent Form substantially in the form attached hereto as Exhibit C (the "Consent"), and the obligation to record the Consent and to pay for the recording fees for the same shall be paid by the Owner or the subsequent approved owner of the Property. Consent must be obtained each and every time prior to the occurrence of a Prohibited Transfer during the Affordability Period. The Authority granting a Consent in one instance is not to be taken as its agreement to provide a Consent in the future for any other Prohibited Transfer as each action by the Owner or subsequent owner will be reviewed on a case-by-case basis. FAILURE TO OBTAIN SAID CONSENT SHALL RESULT IN AN EVENT OF DEFAULT UNDER THE PROVISIONS OF THIS AGREEMENT.

5. **OCCUPANCY AND RENTAL RESTRICTIONS.** The Owner further covenants that:

a. **Occupancy Restrictions.** The units in the Project rehabilitated with proceeds from the Developer Allocation, as detailed on Exhibit "B" attached hereto and incorporated herein, shall provide affordable housing in compliance with the Neighborhood Stabilization Program objective to benefit Low, Moderate and Middle Income Persons as set forth in 24 CFR 570, as supplemented by the October 2008 Notice and the June 2009 Notice, and as further amended, supplemented or revised from time to time (the "National Objective").

b. **Rental Restrictions.** During the Affordability Period, the rents for units in the Project, as applicable, shall comply with the NSP Laws, including, without limitation, 24 CFR Part 92.252. The initial rents for units in the Project are to be occupied by Low, Moderate and Middle Income Persons in the number of units detailed on Exhibit B attached hereto and incorporated herein in compliance with the rental provisions provided in paragraph 4(f) above. The Owner shall recalculate the maximum monthly rent annually, and may change such maximum rent as changes in the applicable gross rent amounts, the income adjustments, or the monthly allowance for utilities and services warrant. Any increases in rents for Low, Moderate and Middle Income units are subject to the provisions of outstanding leases, and in any event, the Owner must provide tenants of those units not less than thirty (30) days' prior written notice before implementing any increase in rents.

c. **Certification of Income.** Owner shall obtain from each Low, Moderate and Middle Income Persons applying for a Developer Allocation assisted unit in the Project, prior to their admission to the Project, a certification of income ("Certification"), and at such intervals thereafter as required by the Authority, but not less than annually during the Affordability Period, a recertification of such income ("Recertification") from each such

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family. The Owner shall submit such Certifications and Recertifications, and such other certifications as the Authority may require, to the Authority in the manner prescribed by the Authority.

6. **AFFORDABILITY PERIOD.** Subject to termination in the event of foreclosure or transfer in lieu of foreclosure as provided in 24 CFR 92.252(e), the occupancy and rental restriction provisions of this Section 6 shall remain in effect for a period of fifteen (15) years from the date of the Original Regulatory Agreement ("Affordability Period"). In the event of foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Project, the Agency shall have the right, but not the obligation, to acquire the Project prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in 24 CFR 92.252.

7. **RECORDS.** At the request of the Authority, the Owner shall furnish such records and information as required by the Authority in connection with the maintenance, occupancy and physical condition of the Property.

8. **DEFAULT.** The occurrence of any violation of the provisions of this Agreement or upon a default under any of the other Allocation Documents by the Owner shall be an "Event of Default" hereunder. The Authority shall give written notice of an Event of Default of any of the terms and conditions under this Agreement to the Owner and/or the Subgrantee, as provided in Section 12 hereof. If such Event of Default is not cured to the satisfaction of the Authority within fifteen (15) days after the date such notice is mailed, or within such further time as the Authority in its sole discretion permits, the Authority may declare a default ("Default") under this Agreement, effective on the date of such declaration of Default and notice thereof to the Owner, and upon such Default the Authority may:

a. Withhold further disbursements of the Developer Allocation from the Subgrantee;

b. Recapture any grants or awards and cancel any prior loan forgiveness, if applicable, previously made pursuant to the Allocation Documents;

c. Take possession of the Project, bring any action necessary to enforce any rights of Subgrantee and/or Owner in connection with the operation of the Project and operate the Project in accordance with the terms of this Agreement until such time as Authority, in its sole discretion, determines that Owner is again in a position to operate the Project in accordance with the terms of this Agreement and in compliance with the requirements of the Allocation Documents;

d. Apply to any State or Federal court, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, or for such other relief as may be appropriate. Because the injury to the Authority arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain, Owner acknowledges and agrees that in the event of a violation of

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this Agreement, the Authority's remedies at law would be inadequate to assure the Authority's public purpose under the Neighborhood Stabilization Program;

e. Use and apply any monies deposited by Subgrantee and/or the Owner with the Authority regardless of the purpose for which the same were deposited, to cure any such default or to repay any indebtedness under the Allocation Documents which is due and owing to the Authority; and/or

f. Exercise such other rights or remedies as may be available to the Authority hereunder, under any other Allocation Documents, at law or in equity.

Authority's remedies are cumulative, and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of any other remedy by the Authority. No waiver of any breach of this Agreement by the Authority shall be deemed to be a waiver of any other breach or a subsequent breach. If the Authority fails to exercise, or delays in exercising, any right under this Agreement, such failure or delay shall not be deemed a waiver of such right or any other right.

9. TERM OF AMENDED REGULATORY AGREEMENT; COVENANTS RUN WITH PROPERTY. The covenants, conditions, restrictions and agreements set forth in this Agreement (collectively, "Obligations") shall be deemed to run with, bind and burden the Property and shall be deemed to bind any future owners of the Property and the holder of any legal, equitable or beneficial interest therein during the Affordability Period. The Owner shall, if so requested by the Authority, execute a written memorandum, prepared by the Authority, which memorandum shall memorialize said date of project completion and the commencement of the foregoing Affordability Period. Any waiver by the Authority of its right to prepare or record any such memorandum and any failure by the Owner to execute and deliver the same shall not affect the validity or enforceability of the Obligations. In the event of a foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Property, the Authority shall have the right, but not the obligation, to acquire the Property prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the HOME Regulations.

It is hereby expressly acknowledged by Owner that the undertaking of the Obligations by Owner is given to induce the Authority to make the Developer Allocation and that the Owner's undertaking to perform the Obligations for the full Affordability Period set forth in the previous paragraph is a condition precedent to the willingness of the Authority to make the Developer Allocation.

10. INDEMNIFICATION.

a. The Owner hereby agrees to indemnify the Authority and its officers, agents, employees or servants against, and hold them harmless from, liabilities, claims, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements or judgments, whether by direct suit or from third parties, arising out of the Owner's performance under this Agreement or the work performed by a contractor in

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connection with the Project, in any claim or suit brought by a person or third party against the Authority or its officers, agents, employees or servants.

b. If a claim or suit is brought against the Authority or its officers, agents, employees or servants, for which the Owner is responsible pursuant to subsection 10(a) above, the Owner shall defend, at the Owner's cost and expense, any suit or claim, and shall pay any resulting claims, judgments, damages, losses, costs, expenses or settlements against the Authority or its officers, agents, employees or servants.

11. **AMENDMENT.** This Agreement shall not be altered or amended except in a writing signed by the parties hereto.

12. **NOTICES.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing, at the addresses set forth above, by any of the following means: (a) personal service; (b) electronic communication, whether by telegram or telecopier, together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to either subsection (a) or (b) hereof shall be served and effective upon such personal service or upon confirmation of transmission by such electronic means. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective upon deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (d) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

13. **SUCCESSORS.** This Agreement shall bind, and the benefits shall inure to, the parties hereto, their legal representatives, successors in office or interest and assigns, provided that the Owner may not assign this Agreement, its right to the Developer Allocation or any of its obligations hereunder without the prior written approval of the Authority.

14. **SURVIVAL OF OBLIGATIONS.** The Owner's obligations, as set forth in this Agreement, shall survive the disbursement of the Developer Allocation and the Owner shall continue to cooperate with the Authority and furnish any documents, exhibits or showings required.

15. **CONSTRUCTION OF AMENDED REGULATORY AGREEMENT:**

a. **Partial Invalidity.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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b. Gender. The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

c. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of any provision of the Amended Regulatory Agreement.

d. Construction. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

e. Third Party Beneficiary. The Authority is an intended third party beneficiary of this Agreement.

16. **COUNTERPARTS**. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Amended Regulatory Agreement, but all such counterparts shall constitute one and the same agreement.

17. **EFFECTIVE DATE OF THIS AMENDMENT**. The parties hereto acknowledge and agree that the terms and provisions of this Amendment shall be effective as of August 11, 2010 which is the date of the original Regulatory Agreement.

18. **WAIVER OF JURY TRIAL. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE NEIGHBORHOOD STABILIZATION PROGRAM OR THIS AGREEMENT.**

[Signatures on Next Page]

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IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Regulatory and Land Use Restriction Agreement to be executed on the date first above written.

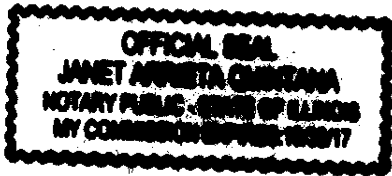
OWNER:

Proviso Public Partnership, NFP
an Illinois not-for-profit corporation

By: [Signature]
Name: Jesse D. ROSAS
Title: Director

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Jesse D. ROSAS, personally known to me to be the Director of Proviso Public Partnership, NFP and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument in her/his capacity as Director of Proviso Public Partnership, NFP, as her/his free and voluntary act and deed and as the free and voluntary act and deed of Proviso Public Partnership, NFP, for the uses and purposes therein set forth.



[Signature]
Notary Public

Notary Public

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EXHIBIT A
Legal Description

LOT 11 (EXCEPT THE NORTH 15 FEET THEREOF) AND THE NORTH 5 FEET OF LOT 12 IN BLOCK 9 IN THE RESUBDIVISION OF BLOCKS 5 TO 10 INCLUSIVE, IN FIRST ADDITION TO HULBERT'S ST. CHARLES ROAD SUBDIVISION IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDRY LINE IN COOK COUNTY, ILLINOIS.

Tax Parcel Number: 15-08-403-076-0000

Property Address: 430 Geneva Avenue, Bellwood, Illinois 60104

Property of Cook County Clerk's Office

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EXHIBIT B

Number and Type of Neighborhood Stabilization Program Units

No. of Units	Type of Household
1	Low Income (less than or equal to 50% AMI)

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TO EACH AND EVERY PROHIBITED TRANSFER FOR THE PROPERTY DURING THE AFFORDABILITY PERIOD AS DETAILED PURSUANT TO THE TERMS OF THE AMENDED REGULATORY AGREEMENT. Terms not otherwise defined herein shall have the meanings given thereto in the Amended Regulatory Agreement.

This Consent for Specific Transaction Only is dated as of this _____ day of _____, 201__.

**ILLINOIS HOUSING DEVELOPMENT
AUTHORITY**

By: _____
Name: _____
Title: _____

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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of the Illinois Housing Development Authority, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as _____ of the Illinois Housing Development Authority, as his/her free and voluntary act and deed and as the free and voluntary act and deed of the Illinois Housing Development Authority, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 201__.

 Notary Public

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description

LOT 51 IN BLOCK 138 IN MELROSE, BEING A SUBDIVISION OF LOTS 3, 4 AND 5 IN SUBDIVISION OF THE SOUTH ½ OF SECTION 3 AND ALL OF SECTION 10, LYING NORTH OF CHICAGO AND NORTHWESTERN RAILROAD (GALENA DIVISION) ALL IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address:

128 North 22nd Avenue
Melrose Park, Illinois 60160

Permanent Index No.:

15-10-102-051-0000