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Karen A. Yarbrough
Cook County Recorder of Deeds
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This document prepared by
and when recorded return to:
Scott D. Fehlan
Senior Counsel
Office of Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

212358

DONATIONS TAX CREDIT REGULATORY AGREEMENT

THIS DONATIONS TAX CREDIT REGULATORY AGREEMENT, dated as of December 23, 2015 (this "Regulatory Agreement"), among the City of Chicago, Illinois (the "City"), an Illinois municipal corporation, by and through its Department of Planning and Development ("DPD"), Harvest Homes Apartments, L.P., an Illinois limited partnership (the "Owner") and The NHP Foundation, a District of Columbia not-for-profit corporation (the "Sponsor").

RECITALS

WHEREAS, DPD is an executive department of the City established pursuant to Title 2 of the Municipal Code of Chicago, Chapter 2-45, Section 2-45-010, which supervises and coordinates the formulation and execution of projects and programs creating safe, decent and affordable housing for residents of the City; and

WHEREAS, DPD is an Agency for purposes of allocating affordable housing tax credits pursuant to Section 7.28 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended (the "Act") and the Act's implementing regulations, 47 Ill. Adm. Code 355 et seq., as amended (the "Regulations"); and

WHEREAS, the Sponsor received from DPD, pursuant to the Act and the Regulations, on the reservation date identified on Schedule 2 hereto, a reservation of affordable housing tax credits in the amount described on Schedule 2 hereto (the "Tax Credits") in connection with the acquisition, construction and/or rehabilitation of that certain multi-family rental housing development located within the City and further described on Schedule 2 hereto (the "Rental Project"); and

WHEREAS, the Rental Project will be constructed on real estate located on parcels located at 3520 West 5th Avenue, 3528 West 5th Avenue, 3540 West 5th Avenue and 318 South St. Louis Avenue, Chicago, Illinois, legally described on Schedule 1 hereof (the "Property"); and

WHEREAS, The People's Community Development Association of Chicago, an Illinois not-for-profit corporation ("PCDAC") has made a charitable property donation to the Sponsor in the amount of \$410,000 (the "Donation") by selling to the Sponsor for \$220,000 a fee simple interest in the Property which has an appraised value of \$630,000, for the Rental Project pursuant to Section 355.306 of the Regulations, and the Sponsor has transferred the Property to the Owner; and

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WHEREAS, the Rental Project is owned solely by the Owner; and

WHEREAS, the Rental Project may qualify for low-income housing tax credits under Section 7.28 of the Act, provided that all applicable requirements under said Section 7.28 are satisfied, including (without limitation) the execution and recording of a regulatory agreement pursuant to Section 7.28(f) of the Act; and

WHEREAS, in order to comply with the requirements of Section 7.28 of the Act, and the Regulations, the Sponsor and the Owner have agreed to execute this Regulatory Agreement with the City governing the use of the Rental Project;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Sponsor, the Owner and the City each agree as follows:

SECTION 1. DEFINITIONS AND INTERPRETATIONS.

Additional definitions on Schedule 2 hereto are hereby incorporated in this Section 1 by reference. The following terms shall have the respective meaning assigned to them in this Section 1 unless the context in which they are used clearly requires otherwise:

"Annual Owner's and Sponsor's Certification" shall mean the report from the Owner and the Sponsor in substantially the form set forth in Schedule 3 attached hereto and hereby made a part hereof, as the same may be amended from time to time.

"Business Day" shall mean a day on which banks in the City of Chicago, Illinois are not authorized or required to remain closed and which shall not be a public holiday under the laws of the State or any ordinance or resolution of the City.

"City" shall mean the City of Chicago, Illinois, an Illinois municipal corporation, and its successors and assigns.

"Compliance Period" shall mean the period of 10 years beginning on the date a certificate of occupancy is issued by the City for the Rental Project.

"Donation" shall have the meaning given to such term in the recitals hereof.

"DPD" shall mean the Department of Planning and Development of the City, and any successor to said Department.

"Eligible Units" shall mean those units in the Rental Project which will be occupied by or available for occupancy to Low-Income Households.

"First Reporting Date" shall mean October 1 of the first year of the Compliance Period.

"Foreclosure Date" shall mean the date of the transfer of the Rental Project (a) by foreclosure of a mortgage thereon or (b) by an instrument in lieu of foreclosure of a mortgage thereon.

"General Operating Support" shall have the meaning given to such term in the Regulations.

"Household" shall mean and include an individual, a group of unrelated individuals or a family, in each case residing in one dwelling unit.

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"HUD" shall mean the United States Department of Housing and Urban Development, and its successors and assigns.

"Imputed Income Limitation" shall mean, 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.

"Income Limit" shall mean 60 percent of the Chicago-area median income, adjusted for Household size, as such adjusted income and Chicago-area median income are determined from time to time by HUD for purposes of Section 8 of the United States Housing Act of 1937 (42 USC 1437), and thereafter such income limits shall apply to this definition.

"Last Reporting Date" shall mean the first October 1 following the end of the Compliance Period.

"Low-Income Households" shall mean and include Households whose adjusted annual income does not exceed the Income Limit.

"Material Participation" shall have the meaning given to such term in the Regulations.

"Owner" shall mean, initially, Harvest Homes Apartments, L.P., an Illinois limited partnership, and at any subsequent time of reference, the Person or Persons, if any, who shall succeed to the legal or beneficial ownership of all or any part of the Rental Project.

"Persons" shall mean natural persons, firms, partnerships, associations, corporations, limited liability companies, trusts and public bodies.

"Project Term" shall mean the number of years during which the Rental Project must comply with this Regulatory Agreement. The Project Term shall begin on the Closing Date and shall terminate, except as provided in Sections 2.10 and 16 hereof, as of the Termination Date.

"Regulatory Agreement" shall mean this Regulatory Agreement, as supplemented, amended and restated from time to time.

"Sponsor" shall mean The NHP Foundation, a District of Columbia not-for-profit corporation, and its successors and assigns.

"State" shall mean the State of Illinois.

"Technical Assistance" shall have the meaning given to such term in the Regulations.

"Tenant Certification" shall mean the certification of the tenant(s) in each Eligible Unit with respect to annual Household income and on HUD Form 50059 or such other form as may be acceptable to the City.

"Termination Date" shall mean the earlier to occur of (a) a Foreclosure Date or (b) the tenth anniversary of the first date of the Compliance Period; provided, however, that the "Termination Date" shall not mean a Foreclosure Date if the City determines that such transfer of title to the Rental Project by foreclosure or an instrument in lieu of foreclosure is part of an arrangement with the Owner a purpose of which is to terminate the restrictions set forth herein.

"Very Low-Income Households" shall mean and include Households whose adjusted annual income

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does not exceed 50 percent of the Chicago-area median income, adjusted for Household size, as such adjusted income and Chicago-area median income are determined from time to time by HUD for purposes of Section 8 of the United States Housing Act of 1937 (42 USC 1437), and thereafter such income limits shall apply to this definition.

SECTION 2. OWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Owner hereby represents, warrants, covenants and agrees as follows:

2.1 The Owner shall be subject to, obey and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the Project Term which may be applicable to the Owner or the Rental Project.

2.2 The Rental Project is being acquired, constructed and/or rehabilitated for the purpose of providing residential rental property, and the Owner shall own, manage and operate the Rental Project as residential rental units and facilities functionally related and incidental thereto.

2.3 The Rental Project consists of residential units, together with facilities functionally related and incidental thereto, and which units are similar in quality and type of construction and amenities.

2.4 None of the units in the Rental Project shall at any time be used on a transient basis, and neither the Rental Project nor any portion thereof shall ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court.

2.5 All of the Eligible Units shall be occupied or available for occupancy by Low-Income Households.

2.6 Prior to the Termination Date, the rent (including tenant-paid heat) charged each month for any Eligible Unit shall not exceed at any time 30 percent of the imputed Income Limitation applicable to such Eligible Unit.

2.7 (a) The Owner shall include in leases for all Eligible Units provisions which authorize the Owner to immediately terminate the tenancy of any tenant who misrepresented any fact material to the tenant's qualification as a Low-Income Household.

(b) The Owner shall not evict or terminate the tenancy of any tenant of an Eligible Unit other than for good cause.

2.8 All tenant lists, applications and waiting lists relating to the Rental Project shall at all times be kept separate and identifiable from any other business of the Owner which is unrelated to the Rental Project, shall be maintained, as required by the City, in a reasonable condition for proper audit and subject to examination and copying during business hours by representatives of the City. If the Owner employs a management agent for the Rental Project, the Owner shall require such agent to comply with the requirements of this Regulatory Agreement and shall include such requirements in any and all management agreements or contracts entered into with respect to the Rental Project.

2.9 All tenant leases shall be written, shall be in conformity with all applicable laws, including without limitation the City of Chicago Residential Landlord and Tenant Ordinance, and, with respect to Eligible Units, shall contain clauses, *inter alia*, wherein each individual lessee: (i) certifies the accuracy of the statements made in the Tenant Certification and (ii) agrees that the Household income and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy, that he/she will comply with all requests for information with respect thereto from the Owner or the City, and that the failure to provide

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accurate information in the Tenant Certification or refusal to comply with a request for information with respect thereto shall be deemed a substantial violation of an obligation of his/her tenancy.

2.10 (a) The Owner shall obtain and keep records on an annual basis during the Compliance Period and retain such records for a period of at least 7 years after the end of the Compliance Period. The owner is required to keep records for the Rental Project showing the following:

- (i) The total number of residential rental units in the Rental Project including the number of bedrooms and the size, in square feet, of each residential rental unit;
- (ii) The percentage of residential rental units in the Rental Project that are low-income units;
- (iii) The rent charged on each residential rental unit in the Rental Project including any utility allowances;
- (iv) The number of occupants in each low-income unit, if the rent is determined by the number of occupants in each unit;
- (v) The low-income unit vacancies in the Rental Project and information that shows when, and to whom, the next available units were rented;
- (vi) The completed rental application, including certification of assets and disposal of assets, if applicable;
- (vii) The completed lease and all lease addenda for each qualified low-income unit;
- (viii) The annual income certification of each tenant in a qualified low-income unit; and
- (ix) Documentation supporting each income certification submitted by a tenant in a qualified low-income unit.

This covenant shall survive beyond the Termination Date (if such date is not also a Foreclosure Date), but shall terminate as of a Foreclosure Date.

(b) The Owner shall obtain and maintain on file during the Project Term a Tenant Certification with respect to each and every individual, group of unrelated individuals or Family who is intended to be a tenant in the Eligible Units, signed by the tenant or tenants (i.e., the individual or individuals whose name or names appear on the lease) and obtained by the Owner (a) prior to such tenant or tenants occupying the unit or signing a lease with respect thereto, and (b) thereafter at least annually so long as such individual, individuals or Family remain as tenants in the Eligible Units.

2.11 The Owner agrees that it will take any and all actions required by the City to substantiate the Owner's compliance with the restrictions set forth herein, including, but not limited to, submitting to the City an Annual Owner's and Sponsor's Certification executed by the Owner commencing on the First Reporting Date and on each October 1 thereafter through and including the Last Reporting Date. This covenant shall survive beyond the Termination Date (if such date is not also a Foreclosure Date), but shall terminate as of a Foreclosure Date.

2.12 The Owner shall provide to the City a tenant profile (in the form provided to the Owner by DPD or, in the sole discretion of DPD, in such other form as shall be acceptable to DPD) for each Eligible Unit within 30 days after such unit is leased to such tenant(s).

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2.13 The Owner shall notify the City of the occurrence of any event of which the Owner has notice and which event would violate any of the provisions of this Regulatory Agreement.

2.14 The Owner is not a primarily religious entity and the Rental Project will be used solely for secular purposes.

2.15 The Owner agrees that it will pay any reasonable fee which the City may hereafter assess in its sole discretion and in compliance with the Regulations to underwrite the costs of monitoring activities performed by the City in connection with the Tax Credits allocated for the Rental Project.

2.16 The Owner has not and shall not execute any other agreement with provisions contradictory to, or in opposition to the provisions hereof.

2.17 Except as otherwise disclosed to the City in writing, all of the statements, representations and warranties of the Owner contained in any document submitted by the Owner to the City in connection with the Rental Project remain true and in effect as of the date hereof.

2.18 The Owner shall inform DPD of the date the Rental Project receives a certificate of occupancy from the City, within 60 days following the date of the receipt by the Owner of such certificate of occupancy.

SECTION 3. SPONSOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Sponsor hereby represents, warrants, covenants and agrees as follows:

3.1 The Sponsor qualifies as a "sponsor" under Section 7.28 of the Act and under the Regulations.

3.2 The Sponsor will have a Material Participation in the development and operation of the Rental Project throughout the Compliance Period as required by the Regulations.

3.3 The Sponsor and the Rental Project will be in full compliance with the requirements of Section 7.28 of the Act and the Regulations during the Compliance Period.

3.4 The Sponsor will notify the City promptly if the Sponsor hereafter receives any future donations under the Act in connection with the Rental Project.

3.5 The value of the Property has been determined by a current independent appraisal done by a State-licensed appraiser.

SECTION 4. RELIANCE.

The City, the Sponsor and the Owner hereby recognize and agree that the representations and covenants set forth herein made by the City, the Sponsor and the Owner, respectively, may be relied upon by the Owner, the Sponsor and the City, respectively. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Owner, the Sponsor, Low-Income Households and Very Low-Income Households and upon audits of the books and records of the Sponsor and/or the Owner pertaining to occupancy of the Rental Project. In addition, the City may consult with counsel and the opinion of such counsel shall be evidence that such action or failure to act by the City was in good faith and in conformity with such opinion. The City, the Sponsor and the Owner agree that it is the Owner's responsibility to determine that each potential tenant for an Eligible Unit qualifies as a Low-Income Household and/or Very Low-Income Household, and that in making each such determination, the Owner shall exercise due diligence.

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SECTION 5. NO SALE OR TRANSFER OF THE PROJECT OR CHANGE IN OWNERSHIP STRUCTURE.

5.1 Except for the Permitted Encumbrances, the Owner hereby covenants and agrees that, in consideration for the Tax Credits, the Owner shall not sell, transfer or otherwise dispose of all or any portion of the Rental Project (including without limitation, a transfer by assignment of any beneficial interest under a land trust), at any time during the Project Term, without the prior written approval of the City, which may be granted or withheld in its sole discretion.

5.2 (a) The Owner and the Sponsor hereby covenant and agree that the ownership structure of the Owner shall not be materially changed, at any time during the Project Term, without the prior written approval of the City, which may be granted or withheld in its sole discretion. Notwithstanding the foregoing, the City shall not unreasonably withhold its consent to the removal by one of Owner's partners, replacement and/or addition of a general partner of the Owner pursuant to the terms of the Senior Loan Documents or the Owner's Partnership Agreement, provided, however, the City's consent shall not be required if the substitute manager is Owner's investor limited partner, or the senior construction lender or an affiliate thereof. Further, no consent by the City shall be required for the transfer, withdrawal, replacement and/or addition of any of the limited partner interests in the Owner or of any such limited partners (or any other ownership interests in and to said limited partners).

(b) The City consents to the Permitted Encumbrances.

SECTION 6. TERM.

6.1 This Regulatory Agreement shall become effective upon its execution and delivery. Subject to Sections 2.10 and 16 hereof, this Regulatory Agreement shall remain in full force and effect for a term equal to the Project Term, it being expressly agreed and understood that the provisions hereof are intended to survive throughout the Project Term.

SECTION 7. ENFORCEMENT.

7.1 If a violation of any of the foregoing representations or covenants occurs or is attempted, and such occurrence or attempt is uncorrected for a period of 30 days after notice thereof from the City to the Owner and the Sponsor (provided, however, that if any such occurrence or attempt cannot reasonably be cured within said 30-day period and if the Owner and/or the Sponsor shall have commenced to cure such occurrence or attempt within said 30-day period and shall thereafter continue diligently to effect such cure, then said 30-day period shall be extended to 60 days upon written request from the Owner or the Sponsor to the City delivered during such 30-day period, and upon further written request from the Owner and/or the Sponsor to the City delivered during such 60-day period, said 60-day period shall be extended to 90 days), the City and its successors and assigns, without regard to whether the City or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by the Owner and/or the Sponsor of their respective obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recovery for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

7.2 All fees, costs and expenses of the City incurred in taking any action pursuant to this Section 7 shall be the sole responsibility of the Owner and the Sponsor.

7.3 The Owner and the Sponsor further specifically acknowledge that the beneficiaries of the

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Owner's and the Sponsor's obligations hereunder cannot be adequately compensated by monetary damages in the event of any breach or violation of any of the foregoing representations or covenants.

7.4 In the event that a violation of any of the foregoing representations or covenants occurs or is attempted, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in recapture of the Tax Credit dollars heretofore allocated to the Rental Project, the City shall send notice of such intended exercise to the Owner and the Owner's investor limited partner (the "**Investor Limited Partner**") shall have the right (but not the obligation) to cure such violation under the following conditions:

(i) if the violation is a monetary default, the Investor Limited Partner may cure it within 30 days after the later of: (a) the expiration of the cure period, if any, granted to the Owner with respect to such monetary default; or (b) receipt by the Investor Limited Partner of such notice from the City; and

(ii) if the violation is of a non-monetary nature, the Investor Limited Partner shall have the right to cure it within 30 days after the later of: (a) the expiration of the cure period, if any, granted to the Owner with respect to such non-monetary default; or (b) receipt of such notice from the City; provided, however, that if such non-monetary default is not reasonably capable of being cured by the Investor Limited Partner within such 30-day period and if the Investor Limited Partner shall have commenced to cure such occurrence or attempt within said 30-day period, such period shall be extended to 60 days upon written request from the Investor Limited Partner to the City delivered during such 30-day period, provided that the Investor Limited Partner must continue diligently to pursue such cure;

provided, however, that the City shall not be precluded during any such periods from exercising any remedies hereunder if the City shall receive a request or notice from the Internal Revenue Service to do so or if the City shall determine that the continuation of such uncorrected occurrence or attempt shall result in any liability by the City to the Internal Revenue Service.

SECTION 8. RECORDING AND FILING.

The Owner shall cause this Regulatory Agreement and all amendments and supplements hereto to be recorded and filed in the conveyance and real property records of the county in which the Rental Project is located and in such other places as the City may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Owner shall immediately transmit to the City an executed original of this Regulatory Agreement showing the date and recording number of record.

SECTION 9. COVENANTS TO RUN WITH THE LAND.

The Owner hereby subjects the Rental Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. The City, the Sponsor and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall, throughout the Project Term, be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Owner's successors in title to the Rental Project throughout the Project Term. The Owner hereby covenants to include the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the Rental Project to another Person in order that such transferee has notice of, and is bound by, such restrictions, and to obtain from any transferee the agreement to be bound by and comply with the requirements set forth in this Regulatory Agreement; provided, however, that each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Rental Project or any portion thereof or interest therein (including, without limitation, any transfer of a beneficial interest in a land trust or a portion thereof) shall conclusively

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be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

SECTION 10. GOVERNING LAW.

This Regulatory Agreement shall be construed in accordance with and governed by the internal laws of the State without regard to its conflict of laws principles, and, where applicable, the laws of the United States of America.

SECTION 11. AMENDMENTS.

This Regulatory Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the county in which the Rental Project is located. The Sponsor and the Owner hereby expressly agree to enter into all amendments hereto which, in the opinion of the City, are reasonably necessary or desirable for maintaining compliance under Section 7.28 of the Act.

SECTION 12. NOTICE.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested.

IF TO CITY: City of Chicago, Illinois
c/o Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

WITH COPIES TO: Office of the Corporation Counsel
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

IF TO OWNER: As specified on Schedule 2 hereto.

IF TO SPONSOR: As specified on Schedule 2 hereto.

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the Business Day immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (d) above shall be deemed received two Business Days following deposit in the mail.

SECTION 13. SEVERABILITY.

If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired

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thereby.

SECTION 14. COUNTERPARTS.

This Regulatory Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same Regulatory Agreement.

SECTION 15. EFFECTIVE DATE.

For purposes of Section 7.28 of the Act, this Regulatory Agreement shall be deemed to be in effect as of the date first set forth above.

SECTION 16. RIGHT TO INSPECT.

(a) The Owner agrees that the City shall have the right to perform an on-site inspection of the Rental Project and to inspect, examine and copy the records maintained by the Owner or its agent in connection with the Rental Project, upon 30 days' prior notice by the City to the Owner, at least annually during each year of the longer of the Project Term or the Compliance Period. Notwithstanding the foregoing sentence, the provisions of this Section 16(a) shall terminate as of a Foreclosure Date.

(b) The Sponsor agrees that the City shall have the right to inspect, examine and copy the records maintained by the Sponsor in connection with the Rental Project, upon 30 days' prior notice by the City to the Sponsor, at least annually during each year of the longer of the Project Term or the Compliance Period. Notwithstanding the foregoing sentence, the provisions of this Section 16(b) shall terminate as of a Foreclosure Date.

SECTION 17. NO THIRD PARTY BENEFITS.

This Regulatory Agreement is made for the sole benefit of the City, the Sponsor and the Owner and their respective successors and assigns and no other party shall have any legal interest of any kind hereunder or by reason of this Regulatory Agreement. Whether or not the City elects to employ any or all of the rights, powers or remedies available to it hereunder, the City shall have no obligation or liability of any kind to any third party by reason of this Regulatory Agreement or any of the City's actions or omissions pursuant hereto or otherwise in connection herewith.

SECTION 18. REFERENCES TO STATUTES, ETC.

All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices and circulars.

SECTION 19. NON LIABILITY OF PUBLIC OFFICIALS

No official, employee or agent of the City shall be charged personally by the Sponsor or the Owner, or by any assignee of the Sponsor or the Owner, with any liability or expenses of defense or shall be held personally liable to the Sponsor or the Owner, under any terms or provisions of this Agreement because of the City's execution or attempted execution hereof or because of any breach hereof.

SECTION 20. SUBORDINATION.

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This Regulatory Agreement is subject and subordinate in each and every respect to any and all rights of any kind created by the Senior Loan Documents and the loan documents of any refinancing of the Senior Loan that does not increase the aggregate principal amount secured by the Mortgage.

SECTION 21. PROHIBITION ON CERTAIN CONTRIBUTIONS — MAYORAL EXECUTIVE ORDER NO. 2011-4

Neither the Owner nor the Sponsor, nor any person or entity who directly or indirectly has an ownership or beneficial interest in Owner or Sponsor of more than 7.5%, or spouses and domestic partners of such owners, any subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5%, and spouses and domestic partners of such persons (together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Agreement or Other Contract, including while this Agreement or Other Contract is executory, (ii) the term of this Agreement or any Other Contract between City and Owner or Sponsor, and/or (iii) any period in which an extension of this Agreement or Other Contract with the City is being sought or negotiated.

Owner and Sponsor represent and warrant that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Owner or Sponsor or the date Owner or Sponsor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Neither Owner nor Sponsor shall: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

"Other Contract" means any agreement entered into between Owner or Sponsor and the City that is (i) formed under the authority of Municipal Code Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Municipal Code Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Municipal Code Ch. 2-156, as amended.

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SECTION 22. FOIA AND LOCAL RECORDS ACT COMPLIANCE

- (a) FOIA. The Owner and the Sponsor each acknowledge that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Owner or the Sponsor receives a request from the City to produce records within the scope of FOIA, then the Owner or the Sponsor covenant to comply with such request within 48 hours of the date of such request. Failure by the Owner or the Sponsor to timely comply with such request will be a breach of this Regulatory Agreement.
- (b) Exempt Information. Documents that the Owner and the Sponsor each submit to the City under Section 2.1 (Annual Owner's and Sponsor's Compliance Report) or otherwise during the term of this Regulatory Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Owner or the Sponsor to be treated as a trade secret or information that would cause competitive harm, FOIA requires that the Owner or the Sponsor mark any such documents as "proprietary, privileged or confidential." If the Owner or the Sponsor marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.
- (c) Local Records Act. The Owner and the Sponsor each acknowledge that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq., as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Owner and the Sponsor each covenant to use their best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Regulatory Agreement and the transactions contemplated in this Regulatory Agreement.

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IN WITNESS WHEREOF, the City, the Owner and the Sponsor have executed, by their duly authorized representatives, this Regulatory Agreement as of the date first written hereinabove.

CITY:

CITY OF CHICAGO



By:

David L. Reifman, Commissioner
Department of Planning and Development

OWNER:

HARVEST HOMES APARTMENTS, L.P., an Illinois limited partnership

By: Harvest Homes GP, LLC, an Illinois limited liability company, its general partner

By: The People's Community Development Association of Chicago, an Illinois not-for-profit corporation, a member

By: _____
Rev. Michael Eaddy, President

By: The NHP Foundation, a District of Columbia not-for-profit corporation, a member

By: _____
Name: _____
Its: _____

SPONSOR:

THE NHP FOUNDATION, a District of Columbia not-for-profit corporation

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the City, the Owner and the Sponsor have executed, by their duly authorized representatives, this Regulatory Agreement as of the date first written hereinabove.

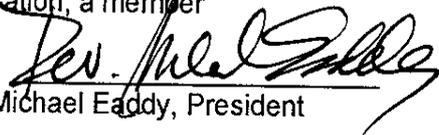
CITY: CITY OF CHICAGO

By: _____
David L. Reifman, Commissioner
Department of Planning and Development

OWNER: HARVEST HOMES APARTMENTS, L.P., an Illinois limited partnership

By: Harvest Homes GP, LLC, an Illinois limited liability company, its general partner

By: The People's Community Development Association of Chicago, an Illinois not-for-profit corporation, a member

By: 
Rev. Michael Eaddy, President

By: The NHP Foundation, a District of Columbia not-for-profit corporation, a member

By: _____
Name: _____
Its: _____

SPONSOR: THE NHP FOUNDATION, a District of Columbia not-for-profit corporation

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the City, the Owner and the Sponsor have executed, by their duly authorized representatives, this Regulatory Agreement as of the date first written hereinabove.

CITY: **CITY OF CHICAGO**

By: _____
David L. Reifman, Commissioner
Department of Planning and Development

OWNER: **HARVEST HOMES APARTMENTS, L.P.**, an Illinois limited partnership

By: Harvest Homes GP, LLC, an Illinois limited liability company, its general partner

By: The People's Community Development Association of Chicago, an Illinois not-for-profit corporation, a member

By: _____
Rev. Michael Eaddy, President

By: The NHP Foundation, a District of Columbia not-for-profit corporation, a member

By: _____
Name: PATRICK J. FRY
Its: SENIOR VICE PRESIDENT

SPONSOR: **THE NHP FOUNDATION**, a District of Columbia not-for-profit corporation

By: _____
Name: PATRICK J. FRY
Title: SENIOR VICE PRESIDENT

Property of COOK County Clerk's Office

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Schedule 1
~~Exhibit A~~
Legal Description

*****PARCEL 1:**

LOTS 38 THROUGH 43 INCLUSIVE IN BLOCK 7 IN CENTRAL PARK ADDITION TO CHICAGO, A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 31 THROUGH 37 INCLUSIVE IN BLOCK 7 IN CENTRAL PARK ADDITION TO CHICAGO, A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.***

PERMANENT REAL ESTATE INDEX NO. 16-14-214-024-0000, Vol. 560

Affects: Lots 31 through 35 and Lot 36 except the East 19.5 feet of Parcel 2

PERMANENT REAL ESTATE INDEX NO. 16-14-214-028-0000, Vol. 560

Affects: East 21 feet of Lot 40 and all of Lot 41 of Parcel 1

PERMANENT REAL ESTATE INDEX NO. 16-14-214-029-0000, Vol. 560

Affects: Lots 42 and 43 of Parcel 1

PERMANENT REAL ESTATE INDEX NO. 16-14-214-030-0000, Vol. 560

Affects: East 19.5 feet of Lot 36 and all of Lot 37 of Parcel 2 and all of Lots 38 and 39 and the West 4 feet of Lot 40 of Parcel 1

Address: Vacant land
 3534 W. Fifth Avenue
 Chicago, Illinois

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SCHEDULE 2

I. ADDITIONAL DEFINITIONS

"Closing Date" shall mean the date on which this Agreement is made effective.

"General Contractor" shall mean Powers and Sons Construction Company, Incorporated.

"MBE" and "MBE/WBE Program" shall have the respective meanings given to such terms in Section 3 hereof.

"Mortgage" shall mean that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith from the Owner to JPMorgan Chase Bank, N.A. ("Lender"), securing those certain Notes of even date herewith from the Owner in favor of Manager in the principal amounts of \$9,050,000 and \$600,000 evidencing loans from Lender to the Owner to finance a portion of the costs of the Rental Project.

"Permitted Encumbrances" shall mean (i) the Mortgage, (ii) those liens and encumbrances shown on Exhibit C to the Mortgage, and (iii) leases of portions of the Property or the Rental Project entered into after the date hereof in the Owner's ordinary course of business.

"Rental Project" shall mean the multi-family housing project to be developed on the Property, consisting of a total of 36 residential dwelling units and related common facilities, located in the City at 3520 West 5th Avenue, 3528 West 5th Avenue, 3540 West 5th Avenue and 318 South St. Louis Avenue, Chicago.

"Project Budget" shall mean the detailed budget, including the General Contractor's sworn statement, of all Rental Project costs, along with the name of the funding source used to pay each such cost, which Project Budget shall be provided to and approved by the City not later than the Closing Date, together with any changes thereto as may be approved in writing by the City.

"Senior Loan Documents" shall mean the Mortgage and the related loan agreement and promissory notes.

"Subcontractor" shall mean any person or entity having a contract with the General Contractor or any Subcontractor for the construction, equipping or supplying of labor or materials by such Subcontractor of any portion of the Rental Project.

"WBE" shall have the meaning given to such term in Section 3 hereof.

II. ADDITIONAL REPRESENTATIONS AND COVENANTS OF SPONSOR AND OWNER.

1. Thirty-six (36) of the units in the Rental Project shall be Eligible Units. The Sponsor received a reservation of Tax Credits from DPD in the amount in excess of \$205,000 pursuant to a Conditional Reservation Letter from DPD dated December 18, 2015. The Sponsor received a certificate dated from DPD evidencing the allocation by DPD of \$205,000 of Tax Credits in connection with the Rental Project (which includes the Tax Credits described in Section 2(e) and (f) below).

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2. (a) The Rental Project shall consist of the following unit configuration:

<u>Number of Bedrooms</u>	<u>Number of Units</u>
Two Bedroom	12
Three Bedroom	21
Four Bedroom	3
Total: 36	

(b) The Eligible Units in the Rental Project consist of the following:

<u>Number of Bedrooms</u>	<u>Number of Units</u>	<u>Rent</u>
Two	3	\$395
Two	9	\$695
Three	4	\$465
Three	7	\$790
Three	10	\$980
Four	3	\$1,080
Total: 36		

(c) The Eligible Units in the Rental Project to be occupied by Very Low-Income Households consist of the following:

<u>Number of Bedrooms</u>	<u>Number of Units</u>	<u>Rent</u>
Total:		0

(d) The type(s) of Households to be served by the Rental Project are as follows: Low-Income Households.

(e) The amount of Tax Credits allocated by the City to the Sponsor, in connection with the Rental Project, for General Operating Support is \$0.

(f) The amount of Tax Credits allocated by the City to the Sponsor, in connection with the Rental Project, for Technical Assistance is \$0.

(g) The aggregate amount of Tax Credits described in (e) and (f) above does not exceed 10 percent of the total amount of Tax Credit allocated for the Rental Project as described in Section 1 above.

(h) The Sponsor has received, on or before the Closing Date, one or more Donations in the aggregate amount of \$410,000 and has provided to DPD the documentation required under the Regulations to evidence such Donation(s).

3. **MBE/WBE Commitment.** The Owner agrees for itself and shall contractually obligate its General Contractor to agree that during the Rental Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the

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MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 3, during the course of the Rental Project, at least the following percentages of the aggregate hard construction costs (as set forth in the Project Budget) shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"):

- (1) At least 24 percent by MBEs.
- (2) At least four percent by WBEs.

(b) For purposes of this Section 3 only:

(i) The Owner (and any party to whom a contract is let by the Owner in connection with the Rental Project) shall be deemed a "contractor" and this Loan Agreement (and any contract let by the Borrower in connection with the Rental Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Owner's MBE/WBE commitment may be achieved in part by the Owner's status as an MBE or WBE (but only to the extent of any actual work performed on the Rental Project by the Owner) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Rental Project by the MBE or WBE), by the Owner utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Rental Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Rental Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Rental Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Borrower's MBE/WBE commitment as described in this Section 11.01. In accordance with Section 2-92-730, Municipal Code of Chicago, the Owner shall not substitute any MBE or WBE General Contractor or Subcontractor without the prior written approval of DPD.

(d) The Owner shall deliver quarterly reports to DPD during the Rental Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Owner or the General Contractor to work on the Rental Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Rental Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Owner's compliance with this MBE/WBE commitment. The Owner shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Rental Project for at least five years after completion of the Rental Project, and DPD shall have access to all such records maintained by the Owner, on five Business Days' notice, to allow the City to review the Owner's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Rental Project.

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(e) Upon the disqualification of any MBE or WBE General Contractor or Subcontractor, if such status was misrepresented by the disqualified party, the Owner shall be obligated to discharge or cause to be discharged the disqualified General Contractor or Subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Owner's MBE/WBE commitment as described in this Section 11.01 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Rental Project, the Owner shall be required to meet with the monitoring staff of DPD with regard to the Owner's compliance with its obligations under this Section 11.01. The General Contractor and all major Subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Owner shall demonstrate to DPD its plan to achieve its obligations under this Section 11.01, the sufficiency of which shall be approved by DPD. During the Rental Project, the Owner shall submit the documentation required by this Section 11.01 to the monitoring staff of DPD. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Owner is not complying with its obligations under this Section 11.01, shall, upon the delivery of written notice to the Owner and Owner's failure to comply with its obligations to the satisfaction of DPD within 30 days of such notice, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided under any of the Loan Documents, the City may: (1) issue a written demand to the Owner to halt the Rental Project, (2) withhold any further payment of any Loan proceeds to the Owner or the General Contractor, or (3) seek any other remedies against the Owner available at law or in equity.

4. **City Resident Employment Requirement.** The Owner agrees for itself and its successors and assigns, and shall contractually obligate the General Contractor and shall cause the General Contractor to contractually obligate the Subcontractors, as applicable, to agree, that during the Rental Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Rental Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Owner, the General Contractor and the Subcontractors shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Owner may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Owner, the General Contractor and the Subcontractors shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Rental Project. The Owner, the General Contractor and the Subcontractors shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

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The Owner, the General Contractor and the Subcontractors shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Owner, the General Contractor and the Subcontractors shall maintain all relevant personnel data and records for a period of at least three years after final acceptance of the work constituting the Rental Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Owner, the General Contractor and the Subcontractors to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Owner, the General Contractor and the Subcontractors to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 4 concerning the worker hours performed by actual Chicago residents.

When work at the Rental Project is completed, in the event that the City has determined that the Owner failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent, 0.0005, of the aggregate hard construction costs set forth in the Project Budget (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Owner to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Owner, the General Contractor and/or the Subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Owner pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination whether the Owner must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of the Regulatory Agreement.

The Owner shall cause or require the provisions of this Section 4 to be included in the Construction Contract and all applicable Subcontracts.

5. **Rent Restrictions.** At no time shall the rents for the Rental Project exceed, on a monthly basis, maximum gross rent figures as provided under the definition of "Affordable Housing Project" at 20 ILCS 3805/7.28, as amended July 24, 2003 by Public Act 93-0369.

6. (a) For purposes of Section 12, the Owner's address shall be:

Harvest Homes Apartments, L.P.
National Corporate Research
520 South 2nd Street, Suite 403
Springfield, Illinois 62701

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With copies to:

Applegate & Thorne-Thomsen, P.C.
626 W. Jackson Blvd., Suite 400
Chicago, Illinois 60661
Attention: Nicholas Brunick

The People's Community Development Association of Chicago
3750 W Fifth Avenue
Chicago, Illinois 60624
Attention: Reverend Michael Eaddy

Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044, Attn: General Counsel

(b) For purposes of Section 12, the Sponsor's address shall be:

The NHP Foundation
122 East 42nd Street, Suite 3500
New York, New York 10168
Attention: Asset Management

Proprietary
Cook County Clerk's Office

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SCHEDULE 3

CITY OF CHICAGO DEPARTMENT OF PLANNING AND DEVELOPMENT

ANNUAL OWNER'S AND SPONSOR'S CERTIFICATION FOR PROJECT RECEIVING AFFORDABLE HOUSING TAX CREDITS

Owner: Harvest Homes Apartments, L.P.

Sponsor: The NHP Foundation

Project Name: Harvest Homes

Project Number: _____

Owner Federal Employer Identification Number: _____

The Sponsor received from the City an allocation of affordable housing tax credits in connection with the Rental Project pursuant to Section 7.28 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended (the "Act"), and the regulations promulgated thereunder by the Illinois Housing Development Authority at 47 Illinois Administrative Code Part 355, as amended (the "Regulations"). Pursuant to the Regulatory Agreement dated as of _____ among the City, the Sponsor and the Owner (the "Regulatory Agreement"), the Owner is required to maintain certain records concerning the Rental Project and the City of Chicago (the "City") is authorized to monitor the Rental Project's compliance with the requirements of the Regulatory Agreement. This Annual Owner's and Sponsor's Certification must be completed in its entirety and must be executed by the Owner and the Sponsor, notarized and returned to the City by October 1 of each year for the period commencing on the earlier of (a) October 1 of the first year of the Compliance Period or (b) the first October 1 following completion of the construction of the Rental Project, and ending on the first October 1 following the end of the Compliance Period. 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 meanings ascribed to them in the Regulatory Agreement.

A. INFORMATION

1. Please list the building identification numbers and address for each building included in the Rental Project: (If there are additional buildings in the Rental Project, please provide the requested information on a separate sheet and attach to this document.)

Building Identification Number Building Address

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 owner of 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 Regulatory Agreement or the most

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recent Annual Owner's and Sponsor'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.

4. Has the Sponsor been a recipient of any Donations during this year in connection with the Rental Project?

Yes ____ No ____

If Yes, provide the details.

B. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. 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 _____.
 - (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 hereinafter described Rental Project.
3. The Rental Project consists of _____ building(s) containing a total of _____ residential unit(s).
4. (a) _____ of the residential unit(s) (the "Eligible Units") in the Rental Project is/are occupied by Low-Income Households (i.e., individuals whose income is 60 percent or less of area median income) and _____ of the Eligible Units in the Rental Project is/are occupied by Very Low-Income Households (i.e., individuals whose income is 50 percent or less of area median income).

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

 1. 25 percent or more of the residential units in the Rental Project were both rent-restricted (as described in the Regulatory Agreement) and occupied by Low-Income Households;
 2. the Owner has received an annual income certification from each Low-Income Household and Very Low-Income Household and documentation to support such

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certification;

3. all of the units in the Rental Project were for use by the general public and used on a nontransient basis;
 4. each building in the Rental Project was suitable for occupancy, taking into account the health, safety and building codes of the City; and
 5. 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 Rental Project of a comparable or smaller size to one or more Low-Income Households before any residential units in the Rental Project were or will be rented to tenants who are not Low-Income Households.
- (c) The Rental Project constitutes an "Affordable Housing Project" as defined in Section 355.103 of the Regulations.
- (d) None of the incomes of the Low-Income Households exceeds the applicable limits under the Regulations.
5. The Rental Project is in compliance with all of the currently applicable requirements of the Regulatory Agreement, Section 7.28 of the Act, and the Regulations. The Owner will take whatever action is required to ensure that the Rental Project complies with all requirements imposed by the Regulatory Agreement, Section 7.28 of the Act, and the Regulations during the periods required thereby.

The Owner shall retain, for the period required under the Regulatory Agreement, 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 City, at its option, can periodically inspect the Rental Project, and all tenancy-related documents to determine continued compliance of the Rental Project with all applicable requirements.
 6. No litigation or proceedings have been threatened or are pending which may affect the interest of the Owner in the Rental Project or the ability of the Owner to perform its obligations with respect thereto.
 7. All units in each building included in the Rental Project are affirmatively marketed and available for occupancy by all persons regardless of race, national origin, religion, creed, sex or handicap.
 8. The Owner has not demolished any part of the Rental Project or substantially subtracted from any real or personal property of the Rental Project or permitted the use of any residential rental unit for any purpose other than rental housing. The Owner has used its best efforts to repair and restore the Rental 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 Rental Project in accordance with the terms of the Regulatory Agreement.
 9. The Owner is in possession of all records which it is required to maintain pursuant to the terms of the Regulatory Agreement, Section 7.28 of the Act, and the Regulations, as well as any additional records which the City has determined to be necessary to the compliance and administration of the Rental Project.
 10. The Owner has not executed any agreement with provisions contradictory to, or in opposition to, the provisions of the Regulatory Agreement. The Owner shall continue to cooperate with the City and

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furnish such documents, reports, exhibits or showings as are required by the Regulatory Agreement, Section 7.28 of the Act, the Regulations 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.

B. The Sponsor hereby represents and warrants to the City that each of the following statements is true and accurate and covenants as follows:

1. The Sponsor is a not-for-profit corporation incorporated and in good standing in the State of Illinois.
2. The Sponsor received an allocation of affordable housing tax credits from the City in the amount of \$ _____ pursuant to Section 7.28 of the Act and the Regulations.
3. The Sponsor received, on or before the Closing Date, one or more Donations in the aggregate amount of \$ _____ and provided to DPD the documentation required under the Regulations to evidence such Donation(s).
4. No litigation or proceedings have been threatened or are pending which may affect the ability of the Sponsor to perform its obligations with respect to the Rental Project.
5. The Sponsor is in possession of all records which it is required to maintain pursuant to the terms of the Regulatory Agreement, Section 7.28 of the Act, and the Regulations, as well as any additional records which the City has determined to be necessary for the Sponsor to hold in connection with the Rental Project.
6. The Sponsor has not executed any agreement with provisions contradictory to, or in opposition to, the provisions of the Regulatory Agreement. The Sponsor shall continue to cooperate with the City and furnish such documents, reports, exhibits or showings as are required by the Regulatory Agreement, Section 7.28 of the Act, the Regulations and the City or the City's counsel.

If the Sponsor is unable to make any representation or warranty set forth above, the Sponsor must immediately contact the City and inform the City of the reason that the Sponsor is unable to make such representation or warranty.

Under penalties of perjury, the Sponsor declares that, to the best of its knowledge and belief, each response, representation, warranty and document delivered by the Sponsor in connection herewith is true, correct and complete and will continue to be true, correct and complete.

C. INDEMNIFICATION

The Owner and the Sponsor hereby agree, jointly and severally, 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 Owner's and/or the Sponsor's responses or documents provided pursuant

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to the terms of this Annual Owner's and Sponsor's Certification, including breaches of the representations and warranties herein contained.

IN WITNESS WHEREOF, the Owner and the Sponsor have executed this Annual Owner's and Sponsor's Certification this ____ day of _____, _____.

Harvest Homes Apartments, L.P.

Signature

Name Typed

Title

The NHP Foundation

Signature

Name Typed

Title

Subscribed and sworn to before me this
__ day of ____, ____.

Notary Public

(SEAL)

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EXHIBIT A

Owner:
 Mailing Address:
 Date of Regulatory Agreement:
 Project Name and No.:
 Building Address:
 Building Identification Number:

1. Is the date of the attached Annual Report prior to the start of the Compliance Period for this Building? ___ Yes ___ No [check one]. If "Yes," do not complete (2) or (3) but go directly to (4). If "No," proceed to (2).
2. Is the date of the attached Annual Report later than the first October 1 following the end of the Compliance Period for this Building? ___ Yes ___ No [check one]. If "Yes," do not complete (3) but go directly to (4). If "No," proceed to (3).

3. (a) Tax Credits Allocated to this Rental Project:

(b) Number of Residential Rental Units in this Building:

Studios _____ 1 Br _____ 2 Br _____
 3 Br _____ 4 Br _____ 5 or more Br _____

(c) Total Square Feet of space contained in Residential Rental Units in this Building:

(d) Total Number of Residential Rental Units rented to Tax Credit Eligible Families:

Studios _____ 1 Br _____ 2 Br _____
 3 Br _____ 4 Br _____ 5 or more Br _____

4. (a) Note utilities paid by tenants:

(b) Note utilities paid by Owner for which tenants reimburse the Owner

(c) For each Residential Rental Unit in the Rental Project, provide the following from the most current Rent Roll (as of _____):

TAX CREDIT ELIGIBLE UNITS:

<u>Unit</u>	<u>Br</u>	<u>Rent</u>	<u>Square Footage</u>	<u>Family's Income</u>	<u>Family Size</u>
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HOME-ASSISTED UNITS RENTED TO VERY LOW-INCOME FAMILIES:

Unit Br Rent Square Footage Family's Income Family Size

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OTHER HOME-ASSISTED UNITS:

<u>Unit</u>	<u>Br</u>	<u>Rent</u>	<u>Square Footage</u>	<u>Family's Income</u>	<u>Family Size</u>

OTHER UNITS:

<u>Unit</u>	<u>Br</u>	<u>Rent</u>	<u>Square Footage</u>	<u>Family's Income</u>	<u>Family Size</u>

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5. Are there any services provided to the tenants by the Owner, directly or indirectly, which require payments by the tenants to the Owner in excess of the rental rate?

Yes _____ No _____

If Yes, please provide details.

6. Has the rent in any Low-Income Unit or Tax Credit Eligible Unit in the building identified above increased since the filing of the previous Annual Report, or, if this Annual Report is the first Annual Report filed with respect to such building, has the rent been increased from the amounts projected during the construction period?

Yes _____ No _____

If Yes, please provide details.

7. How many Low-Income Units or Tax Credit Eligible Units in this building are now occupied by tenants that did not occupy such units at the time of the last Annual Report filed for this building?

8. What steps did the Owner take to insure that the new tenants qualified as Low-Income Families or Tax Credit Eligible Families, as applicable?

9. Have any Low-Income Families or Tax Credit Eligible Families been evicted since the time of the last Annual Report or if this report is the first Annual Report filed with respect to this building, since the initial rent-up of this building?

Yes _____ No _____

If Yes, please provide details.

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10. Has any legal or administrative action been instituted by any Low-Income Family or Tax Credit Eligible Family against the Owner?

Yes _____ No _____

If Yes, please provide details.

11. Has any legal or administrative action been instituted by any City Department against the Owner or building within the last year, i.e. Building Code violations, non-payment of water/sewer bills etc.?

Yes _____ No _____

If Yes, please provide details.

12. Provide the total amount expended by the Owner in connection with the maintenance and repair of the building. Also, provide details regarding any expenditures made by the Owner for repair and maintenance of the building. Attach most current annual certified audit.

Signature

Name Typed

Title

Date