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RHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/04/2020 12:42 PM PG: 1 OF 15

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

Kalpana Plomin
City of Chicago Department of Law
Real Estate and Land Use Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

(Above Space for Recorder's Use Only)

SRO AFFORDABLE HOUSING COVENANT AND LIEN

CCH 12 004957 LDPE 200406AD

THIS SRO AFFORDABLE HOUSING COVENANT AND LIEN (this "Covenant") is made on or as of November 4, 2020, 2020, by HYDE PARK BEACH APARTMENTS LLC, an Illinois limited liability company (together with its successors and assigns, the "Developer") for the benefit of the CITY OF CHICAGO, an Illinois municipal corporation (the "City"). Capitalized terms not otherwise defined herein shall have the meanings given in Section 1.

RECITALS

- A. The Developer owns the real property located at 5325-5329 S. Cornell Avenue, Chicago, IL 60615, which is legally described on Exhibit A attached hereto (the "Property").
- B. The Property is improved with a 4-story building (the "Project") operated as a 77-Unit Single-room occupancy building known as Hyde Park Beach Apartments.
- C. The Developer acknowledges and agrees that the Developer's acquisition of the Property was subject to Chapter 5-15 of the Municipal Code.
- D. The Developer has agreed to maintain 69 of the 77 Units in the Building as Affordable Units for a period of 15 years and is executing this Covenant to secure this commitment.

NOW THEREFORE, the Developer covenants and agrees as follows:

SECTION 1. INCORPORATION OF RECITALS; DEFINITIONS. The recitals set forth above are, by this reference, fully incorporated into and made a part of this Covenant. For purposes of this Covenant, in addition to the terms defined in the foregoing recitals, the following terms shall have the following meanings:

- 1.1 "Affordable Units" means those Units in the Project leased at Affordable Rents.
- 1.2 "Agent" means any contractor or other agent, entity or individual acting under the control or at the request of a party.

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1.3 "*Area Median Income*" or "*AMI*" means the median Household income for the Chicago Primary Metropolitan Statistical Area as calculated and adjusted for Household size on an annual basis by HUD.

1.4 "*Commissioner*" means the commissioner of the Department of Housing of the City, or any successor department, or his or her designee.

1.5 "*Compliance Certificate*" means an annual compliance certificate in the Department's then-current form. The Department's form as of the date hereof is attached hereto as Exhibit B.

1.6 "*Covenant*" means this Affordable Housing Covenant and Lien, as supplemented, amended and restated from time to time.

1.7 "*Department*" means the Department of Housing of the City or any successor department.

1.8 "*Dwelling Unit*" or "*Unit*" has the meaning ascribed to that term in Section 17-17-0248 of the Municipal Code.

1.9 "*Household*" has the meaning ascribed to that term in Section 17-17-0270 of the Municipal Code.

1.10 "*HUD*" means the United States Department of Housing and Urban Development or any successor department.

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

1.12 "*Project*" is defined in the Recitals.

1.13 "*Property*" is defined in the Recitals.

1.14 "*Rent Limit*" means, for each Affordable Unit, the applicable maximum monthly rent as set forth in the applicable AMI column in the tables published annually by the City of Chicago in the document currently titled "*City of Chicago Maximum Affordable Monthly Rents*." As set forth in such tables, the Rent Limit for each Affordable Unit depends on the number of bedrooms, the utilities which the tenant is responsible for paying, and the housing type.

1.15 "*Single-room occupancy building*" or "*SRO*" has the meaning ascribed to that term in Section 15-5-020 of the Municipal Code.

1.16 "*Single-room occupancy unit*" or "*SRO unit*" has the meaning ascribed to that term in Section 17-17-02164 of the Municipal Code of Chicago

1.17 "*Term*" is defined in Section 2.

SECTION 2. TERM OF COVENANT. The Developer, for itself and its successors and assigns, agrees to be bound by the terms and provisions of this Covenant for the period (the "Term") commencing on the date of purchase of the Project ("Closing Date") and expiring on the fifteenth (15th) anniversary of the Closing Date.

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SECTION 3. AGREEMENT TO RUN WITH THE LAND. The Developer hereby declares its express intent that the covenants, restrictions and agreements set forth herein shall be deemed covenants, restrictions and agreements running with the land from the date hereof to the expiration of the Term and shall pass to and be binding upon any person or entity to whom Developer may sell or assign all or a portion of its interest in the Property or Project or any successor in title to all or a portion of the Property or Project. If the Developer sells or assigns all or any portion of the Property or Project, it shall notify the City within sixty (60) days after the closing of such sale or assignment.

SECTION 4. AFFORDABILITY RESTRICTIONS.

4.1 Affordable Units in the Project. The Developer shall maintain a total of Sixty-Nine (69) Affordable Units in the Project, each a Single-room occupancy unit with a square footage of approximately 180 square feet.

- (a) Thirty-Five (35) Affordable Units shall be maintained at Affordable Rents for Households at 40% AMI or less.
- (b) Thirty-Four (34) Affordable Units shall be maintained at Affordable Rents for Households at 60% AMI or less.
- (c) The eight (8) remaining units in the Project are not subject to any Rent Limit.

4.2 Standards for Affordable Units. The Affordable Units shall be maintained in accordance with the following minimum standards:

(a) *Comparable to Market Rate Units.* The Affordable Units shall be comparable to the market-rate Units in the Project in terms of unit type, number of bedrooms per unit, quality of exterior appearance, energy efficiency, and overall quality of construction.

(b) *Interior Finishes and Features.* The Affordable Units may have different interior finishes and features than market-rate Units in the Project, as long as such finishes and features are durable, of good and new quality, and are consistent with then-current standards for market rate housing.

(c) *On-Site Amenities.* The Affordable Units shall have access to all on-site amenities available to the market-rate Units in the Project, including the same access to and enjoyment of common areas and facilities.

4.3 Affordable Rents. The Developer shall rent the Affordable Units at the Affordable Rents set forth in Section 4.1. In the case of existing units that are being converted to Affordable Units, if an existing tenant occupies an Affordable Unit on the date hereof, such tenant shall be permitted to remain in the Affordable Unit, and such Affordable Unit's rent shall be reduced as necessary to be in compliance with the terms of this Covenant.

4.4 Rent Limit. The rent charged each month for any Affordable Unit shall not exceed at any time the Rent Limit applicable to such Affordable Unit.

4.5 Annual Compliance Certificate. On or prior to December 31st of each year during the Term beginning in 2021, the Developer shall provide the City with a Compliance Certificate.

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The Developer shall obtain and keep such records as are necessary to enable it to complete the Compliance Certificate and substantiate all statements made therein.

4.6 Non-Discrimination. The Developer shall comply with all laws barring discrimination on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the rental of any Affordable Unit. Without limiting the generality of the foregoing, the Developer shall not refuse to lease any Affordable Unit to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937, or of a comparable document evidencing participation in a tenant-based rental assistance program because of the status of the prospective tenant as a holder of such voucher, certificate or comparable tenant-based assistance document.

4.7 Affordable Unit Leases.

(a) All leases for the Affordable Units shall conform with all applicable laws, including without limitation, the City of Chicago Residential Landlord and Tenant Ordinance, as such ordinance may be amended or restated from time to time.

(b) All leases for the Affordable Units shall be for a period of not less than one year unless the tenant and the Developer mutually agree upon a different time period. Notwithstanding the foregoing, the Developer may not set rents more than one year in advance. Leases for Affordable Units shall not contain any of the following provisions:

(i) agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Developer in a lawsuit brought in connection with the lease;

(ii) agreement by the tenant that the Developer may take, hold or sell personal property of Household members without notice to the tenant and a court decision on the rights of the parties; provided, however, this prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the Affordable Unit after the tenant has moved out of the unit, in which case the Developer may dispose of this personal property in accordance with applicable local and state law;

(iii) agreement by the tenant not to hold the Developer or any Agent of the Developer legally responsible for any action or failure to act, whether intentional or negligent;

(iv) agreement by the tenant that the Developer may institute a lawsuit without notice to the tenant;

(v) agreement by the tenant that the Developer may evict the tenant or Household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties;

(vi) agreement by the tenant to waive any right to a trial by jury;

(vii) agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; or

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(viii) agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Developer against the tenant; provided, however, that the tenant may be obligated to pay costs if the tenant loses.

(c) The Developer shall not terminate the tenancy or refuse to renew the lease of a tenant of an Affordable Unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state or local law; or for other good cause. To terminate or refuse to renew tenancy, the Developer must serve written notice upon the tenant specifying the grounds for the action at least 30 days prior to the termination of tenancy. The Developer shall also comply with all applicable state and local laws regarding tenant protections.

(d) All tenant lists and applications relating to the Affordable Units shall at all times be subject to examination during business hours by representatives of the City. If the Developer employs a management agent for the Project, the Developer shall require such agent to comply with the requirements of this Covenant.

4.8 Maintenance of the Affordable Units. The Developer shall, at all times during the Term, maintain the Affordable Units and common areas in the Project in decent, safe, and sanitary condition and in good repair. The Affordable Units must be free of all health and safety defects and must meet all applicable state and local housing quality standards, code requirements and ordinances.

4.9 Management of the Project. The Developer shall provide for the management of the Project in a manner that is consistent with accepted local practices and standards for SROs.

4.10 City's Right to Inspect Property. The City shall have the right to inspect the Project and the Affordable Units at all reasonable times to ensure compliance with the leasing, management, maintenance and other obligations of this Covenant.

4.11 Timing of Leasing. If on the date that is six (6) months following the Closing Date, the Affordable Units are not rented or available for rental at Affordable Rents, then Developer shall be in breach of this Covenant and subject to the City's remedies set forth in Section 5.

SECTION 5. REMEDIES AND ENFORCEABILITY.

5.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Covenant.

5.2 Cure. If the Developer defaults in the performance of its obligations under this Covenant, the Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion.

5.3 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Covenant:

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- (a) The Developer fails to provide the number and type of Affordable Units required pursuant to Section 4.1.
- (b) The Developer fails to comply with the standards set forth in Section 4.2.
- (c) The Developer leases an Affordable Unit at a price in excess of the Rent Limit in violation of Section 4.4.
- (d) The Developer fails to comply with the leasing procedures set forth in Section 4.5.
- (e) The Developer makes or furnishes a warranty, representation, statement, or certification to the City (whether in this Covenant, an Economic Disclosure Statement, the annual Compliance Certificate, or another document) that is not true and correct with respect to the Project.
- (f) The Developer fails to perform, keep, or observe any of the other covenants, conditions, promises, agreements or obligations under this Covenant or any other written agreement entered into with the City with respect to the Project.

5.4 Remedies. If an Event of Default occurs, and the default is not cured in the time period provided for in Section 5.2, the City may exercise any and all remedies available to it at law or in equity.

5.5 Cumulative Remedies. The City's remedies hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon the City or hereafter existing at law or in equity.

SECTION 6. DEVELOPER'S REPRESENTATIONS AND COVENANTS.

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

6.1 The Developer is an Illinois limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois. The Developer has full power and authority to acquire, own and redevelop the Property, and the person signing this Covenant on behalf of the Developer has the authority to do so.

6.2 The Developer has the right, power, and authority to enter into, execute, deliver and perform this Covenant. The Developer's execution, delivery and performance of this Covenant has been duly authorized by all necessary action, and does not and will not violate the Developer's articles of organization or operating agreement, or any applicable laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is now or may become bound.

SECTION 7. GENERAL PROVISIONS.

7.1 Governing Law/Binding Effect. This Covenant shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws principles.

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The Developer warrants and represents that this Covenant is valid, binding and enforceable against it in accordance with the terms and conditions of Illinois law.

7.2 Successors and Assigns. Except as otherwise provided in this Covenant, the terms and conditions of this Covenant shall apply to and bind the successors and assigns of the Developer.

7.3 Venue and Consent to Jurisdiction. If there is a lawsuit under this Covenant, each party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

7.4 Modification. This Covenant may not be modified or amended in any manner without the prior written consent of the Developer and the City. No term of this Covenant may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the City.

7.5 Notices. Unless otherwise specified, any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) email, provided that there is written confirmation of such communication; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Housing 121 North LaSalle Street, Room 1006 Chicago, Illinois 60602 Attn: Commissioner
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Suite 600 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division
If to the Developer:	Hyde Park Beach Apartments LLC c/o: Boyd A. Jarrell & Co., Inc. 441 Dixie Highway, A10, Chicago Heights, Illinois 60411 Attn: Boyd A. Jarrell
With a copy to:	Hillstrom & Hillstrom 11212 South Western Avenue, Suite 1 Chicago, Illinois 60643 Attn: Scott Hillstrom

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by email, provided that such email transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or

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communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The Developer, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 7.5 shall constitute delivery.

7.6 Indemnification. The Developer hereby agrees to fully and unconditionally indemnify, defend and hold harmless the City, its elected officials, officers, employees, agents and representatives, from and against any judgments, losses, liabilities, claims, suits, actions, causes of action, damages (including consequential damages), costs and expenses of whatsoever kind or nature (including, without limitation, reasonable attorneys' fees, court costs, expert witness fees, and any other professional fees and litigation expenses) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Covenant; (b) the failure of the Developer to comply with any other law, code, or regulation that governs the occupancy, sale or lease of any Affordable Unit; (c) breaches of the Developer's representations and warranties contained in this Covenant; (d) the management of the Project; (e) any misrepresentation or omission made by the Developer or any Agent of the Developer with respect to the Project; (f) the responses or documents provided by the Developer or any Agent of Developer pursuant to the terms of this Covenant; and (g) any activity undertaken by the Developer or any Agent of the Developer on the Property. This indemnification shall survive the expiration or any termination of this Covenant (regardless of the reason for such termination).

7.7 Counterparts. This Covenant 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 Covenant.

7.8 Effective Date. This Covenant shall be deemed to be in effect as of the date first set forth above.

7.9 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Covenant.

7.10 Form of Documents. All documents required by this Covenant to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

7.11 Headings. The headings of the various sections and subsections of this Covenant have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

7.12 No Third-Party Benefits. This Covenant is made for the sole benefit of the City and the Developer and their respective successors and assigns and, except as otherwise expressly provided herein, no other party shall have any legal interest of any kind hereunder or by reason of this Covenant. 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 Covenant or any of the City's actions or omissions pursuant hereto or otherwise in connection herewith.

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7.13 Joint and Several Liability. If this Covenant is executed by more than one party as the "Developer," the obligations and liabilities of the Developer under this Covenant shall be joint and several and shall be binding upon and enforceable against each such party and their respective successors and assigns.

7.14 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

7.15 Severability. If any provision of this Covenant 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 thereby.

7.16 New Tax Parcels. If the Cook County Assessor's Office grants a Petition for Division and/or Consolidation of the Property, the Developer shall immediately (a) re-record this Covenant against any newly created tax parcels containing Affordable Units, and (b) deliver a copy of the re-recorded Covenant to the City.

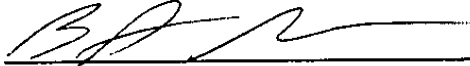
7.17 Recordkeeping and Reporting. Upon request of the Department, the Developer shall promptly provide any additional information or documentation requested in writing by the Department to verify the Developer's compliance with the provisions of this Covenant.

(SIGNATURE PAGE FOLLOWS)


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IN WITNESS WHEREOF, the undersigned has executed this Covenant as of the date first above written.

HYDE PARK BEACH APARTMENTS LLC, an Illinois limited liability company

By: 
Boyd A. Jarrell, Member

By: 
Michele A. Jarrell, Member

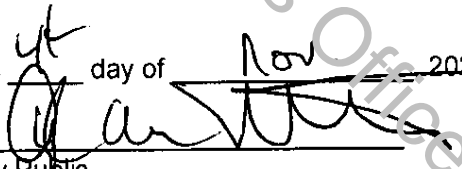
By: 
Berri J. Pullen, Member

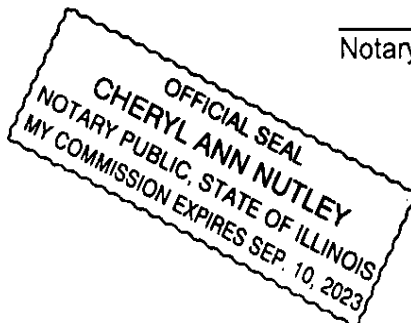
By: 
Boyd Jarrell, Member

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Boyd A. Jarrell, as a Member of Hyde Park Beach Apartments LLC, an Illinois limited liability company ("LLC"), 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 he signed and delivered the foregoing instrument pursuant to authority given by said LLC, as his free and voluntary act and deed and as the free and voluntary act and deed of said LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 14 day of Nov, 2020.


Notary Public

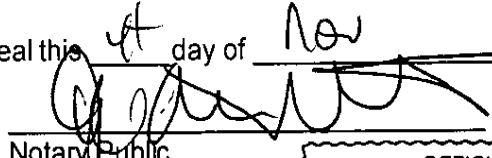


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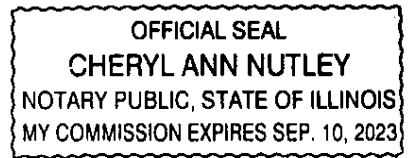
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Michele A. Jarrell, as a Member of Hyde Park Beach Apartments LLC, an Illinois limited liability company ("LLC"), 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 she signed and delivered the foregoing instrument pursuant to authority given by said LLC, as her free and voluntary act and deed and as the free and voluntary act and deed of said LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1st day of Nov, 2020.



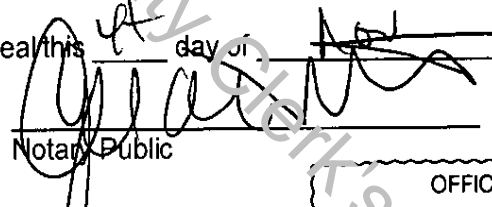
Notary Public



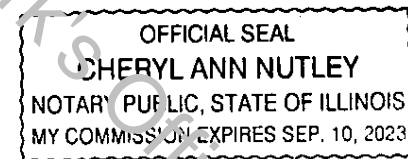
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Berri J. Pullen, as a Member of Hyde Park Beach Apartments LLC, an Illinois limited liability company ("LLC"), 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 he signed and delivered the foregoing instrument pursuant to authority given by said LLC, as his free and voluntary act and deed and as the free and voluntary act and deed of said LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1st day of Nov, 2020.



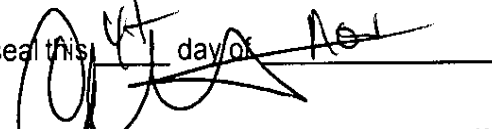
Notary Public



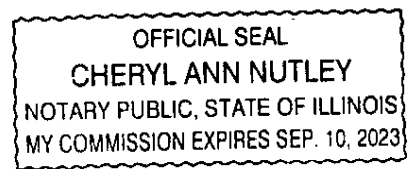
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Boyd Jarrell, as a Member of Hyde Park Beach Apartments LLC, an Illinois limited liability company ("LLC"), 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 he signed and delivered the foregoing instrument pursuant to authority given by said LLC, as his free and voluntary act and deed and as the free and voluntary act and deed of said LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1st day of Nov, 2020.



Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 13 IN BLOCK 34 IN HYDE PARK IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5325-5329 S. Cornell Avenue, Chicago, IL 60615
PIN: 20-12-111-006-0000

Property of Cook County Clerk's Office
RECORDED
COOK COUNTY
RECORDER OF DEEDS
COOK COUNTY
RECORDER OF DEEDS
Office

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EXHIBIT B

COMPLIANCE CERTIFICATE

CITY OF CHICAGO DEPARTMENT OF HOUSING

ANNUAL OWNER'S CERTIFICATION

Owner Name: _____, a(n) _____
 Management Company Name: _____
 Management Company Information:
 Address: _____
 Telephone #: _____
 Email: _____
 Project Name and Address: _____
 Project Address: _____
 Date: _____

The Owner has executed an Affordable Housing Covenant and Lien ("**Covenant**") for the benefit of the City of Chicago (the "**City**"), which was filed with the Office of the Recorder of Deeds of Cook County, Illinois as Document No. _____. Pursuant to the Covenant, this Annual Owner's Certification ("**Compliance Certificate**") must be completed in its entirety and must be executed by the Owner, notarized and returned to the Department of Housing ("**Department**") by December 31st of each year until the expiration of the Term (as defined in Section 2 of the Covenant). The "Reporting Period" is calendar year, January 1 through December 31. No changes may be made to the language contained herein. Except as otherwise specifically indicated, capitalized terms contained herein shall have the same meanings given to such terms in the Covenant.

All forms, including updates to this Compliance Certificate, department contacts, and maximum allowable rents, are available on the Department's website, or by contacting the Department directly at 312-744-4190 and requesting to speak with someone regarding SRO preservation compliance.

OWNER REPRESENTATIONS.

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) ___ the owner of fee simple title to, or (b) ___ the owner of 100 percent of the beneficial interest in, the Project.
2. The Covenant requires the Owner to rent the following number of units at the following rents:
 - a. 35 units rented at rents affordable to Households at 40% AMI and
 - b. 34 units rented at rents affordable to Households at 60%.
3. Tenants pay for the following utilities [check all applicable]:
 - a. ___ electric heat
 - b. ___ cooking gas
 - c. ___ other electric

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- d. gas heat
 e. electric cooking

4. Attach the rent roll for the month of October of the Reporting Period, or as otherwise reasonably required by the Department. Rents must reflect the Rent Limits set forth in Section 2 above. Please notate the rent roll to identify which units fall into which AMI grouping as set forth in Section 2 above.

Maximum rental amounts are published by the City of Chicago on an annual basis in the Maximum Affordable Monthly Rents table on the Department's website. Please contact the Department directly at 312-744-4190 with any specific questions.

5. The Project is in compliance with all of the currently applicable requirements of the Covenant.

6. No litigation or proceedings have been threatened or are pending which may affect the interest of the Owner in the Project or the ability of the Owner to perform its obligations with respect thereto.

7. All Units in each building included in the Project are affirmatively marketed and available for occupancy by all persons regardless of race, national origin, religion, creed, sex, age or handicap.

8. The Owner has not demolished any part of the Project or substantially subtracted from any real or personal property of the Project or permitted the use of any residential rental unit for any purpose other than rental housing.

9. The Owner has not executed any agreement with provisions contradictory to, or in opposition to, the provisions of the Covenant.

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.

INDEMNIFICATION

The Owner hereby agrees to fully and unconditionally indemnify, defend and hold harmless the City from and against any judgments, losses, liabilities, damages (including consequential damages), costs and expenses of whatsoever kind or nature, including, without limitation, attorneys' fees, expert witness fees, and any other professional fees and litigation expenses or other obligations, incurred by the City that may arise in any manner out of or in connection with actions or omissions, which result from the Owner's responses or documents provided pursuant to the terms of this Compliance Certificate and the Covenant, including breaches of the representations and warranties therein contained.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Owner has executed this Annual Owner's Certification as of the date hereof.

a(n)

By: _____

Its: _____

Subscribed and sworn to before me this
____ day of _____, _____

Notary Public
(SEAL)

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS