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AFTER RECORDING, RETURN TO:

TITLE SERVICES, INC.
610 E. ROOSEVELT ROAD
SUITE 201
WHEATON, IL 60187



Doc# 2105547049 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/24/2021 03:49 PM PG: 1 OF 19

THIS INSTRUMENT WAS PREPARED
BY ~~AND AFTER RECORDING RETURN~~
TO: Rebecca Janovsky
Illinois Housing Development Authority
111 E. Wacker Dr., Suite 1000
Chicago, Illinois 60601

Permanent Tax Index Identification Nos.:
See Exhibit A Attached Hereto

Chicago, Illinois

HTF - 11789

212933

REGULATORY AND LAND USE RESTRICTION AGREEMENT

THIS REGULATORY AND LAND USE RESTRICTION AGREEMENT (this "Agreement") is made and entered into as of this 6th day of February, 2021, by and between LAZARUS RENEWAL, LLC, an Illinois limited liability company ("Borrower"), and the ILLINOIS HOUSING DEVELOPMENT AUTHORITY ("Authority"), a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time ("Act"), having its principal office at 111 E. Wacker Dr., Suite 1000, Chicago, Illinois 60601.

WITNESSETH:

WHEREAS, the Authority is the program administrator of the Illinois Affordable Housing Program ("Trust Fund Program"), as that program is authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq.*, as amended from time to time ("Trust Fund Act"), and the rules promulgated under the Trust Fund Act ("Trust Fund Rules"); and

WHEREAS, Borrower is the fee owner of certain real property upon which a housing development consisting of fifteen (15) units (the "Units") is constructed, legally described in Exhibit A attached to and made a part of this Agreement (the "Real Estate"), located in Chicago, Illinois. The Real Estate and the improvements to be rehabilitated/constructed on it are collectively referred to in this Agreement as the "Development"; and

WHEREAS, Lawndale Christian Development Corporation, an Illinois not-for-profit corporation is the sole member ("Managing Member"); and

WHEREAS, the Authority has agreed to make a Loan to Borrower from the Trust Fund Program in an amount not to exceed Three Million Three Hundred Forty-Nine Thousand Four Hundred Thirteen and 00/100 Dollars (\$3,349,413.00) (the "Loan"), to be used with other monies, if any, for the acquisition, rehabilitation and permanent financing of the Development; and

**CERTAIN OF THE PROVISIONS HEREOF MAY CONTINUE IN EFFECT
NOTWITHSTANDING THE PAYMENT IN FULL OF THE LOAN
PRIOR TO THE MATURITY DATE.**

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WHEREAS, contemporaneously with the execution and delivery of this Agreement, Borrower has executed and delivered to the Authority its mortgage note (together with any renewals, modifications, extensions, amendments and replacements, the "Note") of even date herewith, as evidence of its indebtedness to the Authority in the principal sum of Loan; and

WHEREAS, the Loan is evidenced, secured and governed by, among other things: (a) the Note; (b) that certain Mortgage, Security Agreement and Assignment of Rents and Leases ("Mortgage") of even date herewith executed by Borrower, as mortgagor, and delivered to the Authority, as mortgagee; (c) that certain Guaranty of Completion and Payment of even date herewith ("Guaranty") executed by the Guarantor (as defined in the Guaranty) for the benefit of the Authority; (d) that certain Environmental Indemnity ("Environmental Indemnity") of even date herewith executed by Borrower and others as indemnitors, and delivered to the Authority, as indemnitee; (e) that certain Loan Agreement of even date herewith between the Authority and Borrower ("Loan Agreement"); and (f) this Agreement. This Agreement, the Note, the Mortgage, the Guaranty, the Environmental Indemnity, the Loan Agreement and all other documents executed by Borrower that evidence, secure or govern the Loan are sometimes collectively referred to in this Agreement as the "Loan Documents"; and

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Incorporation.** The foregoing recitals are incorporated in this Agreement by this reference.

2. **Act and Rules.** As an inducement to the Authority to make the Loan, Borrower agrees that at all times its acts regarding the Development shall be in conformance with the applicable provisions of the Act, the Trust Fund Act, the Trust Fund Rules and the rules, regulations, policies and procedures of the Authority promulgated under the Act, all as they may be amended and supplemented from time to time.

3. **Representations and Agreements.** Borrower further represents and agrees that:

a. Five (5) of the Units shall be occupied by Affordable Tenants (as defined in **Paragraph 9** hereof) whose income, at the time of initial occupancy, does not exceed the income limits for Low Income Tenants (as defined in **Paragraph 9** hereof) and another six (6) of the Units shall be occupied by Affordable Tenants whose income, at the time of initial occupancy, does not exceed the income limits for Very Low Income Tenants (as defined in **Paragraph 9** hereof);

b. In the advertising, marketing, and rental of Units and the selection of Tenants, Borrower agrees to abide by the terms and conditions of the Tenant Selection Plan executed by Borrower, and approved by the Authority, as it may be amended from time to time with the prior written consent of the Authority;

c. In the management and operation of the Development, Borrower agrees to abide by the terms and conditions of the Affirmative Fair Housing Marketing Plan; the

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Management Plan; and the Management Agreement; all as approved by the Authority, as such documents may be amended from time to time with the prior written approval of the Authority. Borrower shall be responsible for ensuring the management agent's compliance with applicable provisions of the Act, Trust Fund Act, the Trust Fund Rules and all applicable ordinances, regulations and statutes and the rules, procedures and requirements of the Authority. At the Authority's direction, Borrower shall terminate the Management Agreement with the management agent and select another management agent satisfactory to the Authority;

d. On forms approved by the Authority, Borrower shall obtain from each prospective Affordable Tenant prior to his or her admission to the Development and periodically thereafter as required by the Authority, a certification of income ("Certification"). Borrower shall submit such Certifications to the Authority in the manner prescribed by the Authority;

e. In the manner prescribed by the Authority, Borrower shall obtain written evidence substantiating the information given on such Certifications and shall retain such evidence in its files at the Development for three (3) years after the year to which such evidence pertains. Within thirty (30) days after the end of each calendar year, Borrower shall certify to the Authority that at the time of such certification and during the preceding calendar year, Borrower was in compliance with the requirements of this **Paragraph 3**, or, if Borrower is not or has not been in compliance with such requirements, Borrower shall give notice to the Authority of its failure to comply and the corrective action Borrower is taking or has taken;

f. Borrower shall annually submit a schedule of rents with utility allowances for the Development for the Authority's approval, and shall not change the rent schedule and utility allowances for the Development without the Authority's approval.

g. Borrower shall require all Tenants to execute a written lease ("Lease") in a form approved by the Authority;

h. Borrower shall obtain all federal, state and local governmental approvals required by law for its acquisition, construction, ownership and operation of the Development;

i. Borrower shall not evict any Tenant from the Development without good cause;

j. Borrower shall design and construct the Development in conformity (i) with applicable federal, state and local statutes, regulations, ordinances, standards and codes (except as otherwise approved by the Authority) and (ii) with all applicable rules, contracts, agreements, procedures, guides and other requirements of the Authority provided to Borrower in writing; and

k. Borrower shall timely perform its obligations under any other regulatory agreement or other document between the Authority and Borrower which restricts the Units

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(collectively “Regulatory Agreements” or “Restrictive Agreements”), which has been or shall be executed by the Authority. No consent or approval given by Authority under or in connection with the Restrictive Agreements shall be deemed to constitute any consent or approval of the Authority under this Agreement or under any other Loan Document. In the event of any conflict between this Agreement and the provisions of the Restrictive Agreements, the more restrictive provisions shall control and prevail.

l. Borrower shall timely perform its obligations under that certain PSH Rider to Regulatory Agreement attached hereto (“PSH Rider”). The terms and conditions of the PSH Rider are incorporated by reference and made a part hereof.

4. Acts Requiring Authority Approval. Except as permitted pursuant to the other Loan Documents, Borrower shall not, without the prior written approval of the Authority, which may be given or withheld in the Authority’s sole discretion:

a. Convey, transfer or encumber the Development or any part of it, or permit the conveyance, transfer or encumbrance of the Development or any part of it;

b. Convey, assign or transfer any right to manage, or receive the rents and profits from, the Development;

c. Initially rent any Unit for a period other than one (1) year, and after such initial one (1) year period, rent any Unit for less than six (6) months or more than one (1) year;

d. Lease or sublease any non-residential facility in the Development or amend or modify any such lease or sublease, which, to the best of Borrower’s knowledge, would result in a conflict of interest between any of the parties to such contracts and the Authority, its board members, officers, employees, agents or members of their respective immediate families;

e. Require, as a condition of the occupancy or leasing of any Unit in the Development, any consideration or deposit other than the prepayment of the first month’s rent plus a security deposit in an amount not to exceed one (1) month’s rent to guarantee the performance by the Tenant of the covenants of the Lease. Any funds collected by Borrower as security deposits shall be kept separate and apart from all other funds of the Development; or

f. Prepay the Loan in whole or in part.

5. Borrower Duties. In addition to, but not by way of limitation of, the other duties of Borrower set forth in this Agreement, Borrower shall comply with the following:

a. **Maintenance.** Borrower shall maintain the Development and the grounds and equipment appurtenant to it in a decent, safe and sanitary condition, and in a rentable and tenantable state of repair, and in compliance with all applicable federal, state and local statutes, regulations, ordinances, standards and codes.

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b. Management. Borrower shall provide for the management of the Development in a manner satisfactory to the Authority.

c. Audit. The Development and the equipment, buildings, plans, specifications, offices, apparatus, devices, books, contracts, records, documents and other papers relating to it, and the books and records relating to Borrower, shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and copying by the Authority or its agent or representative upon reasonable prior notice during normal business hours, as the Authority reasonably requires.

d. Financial and Expense Reports. Within ninety (90) days following the end of the Borrower's fiscal year, in a manner prescribed by the Authority in writing, Borrower shall furnish the Authority with a complete annual financial report for the Development based upon an examination of the books and records of the Development, prepared at Borrower's expense in accordance with the written requirements of the Authority, and certified to Borrower by an Illinois licensed certified public accountant.

e. Furnishing information. At the request of the Authority, Borrower shall furnish such reports, projections, certifications, budgets, operating reports, tax returns and analyses as required pursuant to the statutes, rules and regulations of the Authority and the Trust Fund Act, as amended from time to time, or by other applicable federal or state statutes or requirements, and from time to time shall give specific answers to written questions in connection with Borrower's income, assets, liabilities, contracts and operation, all relating to the Development, and the administration, operation, maintenance, occupancy, financial soundness and physical condition of the Development.

f. Compliance with Certain Laws. Borrower shall comply with the provisions of the Environmental Barriers Act (410 ILCS 25/1 *et seq.*, as amended from time to time), the Illinois Accessibility Code (71 Ill. Adm. Code 400), 47 Ill. Adm. Code 310, Subpart I, as amended from time to time, except as otherwise approved by the Authority, and the Americans With Disabilities Act, 42 U.S.C. 12101 *et seq.*, as amended, if applicable.

6. Non-Discrimination in Housing.

a. Borrower shall not, in the selection of Tenants, in the provision of services, or in any other manner unlawfully discriminate against any person on the grounds of race, color, creed, religion, sex, age, unfavorable military discharge, ancestry, handicap, national origin, marital status, familial status or because the prospective Tenant is receiving governmental rental assistance.

b. Borrower shall comply with all of the provisions of Paragraph 3805/13 of the Act, Paragraph 65/10(a) of the Trust Fund Act and all other provisions of federal, state and local law relating to non-discrimination.

7. Violation of Agreement by Borrower. Upon violation of any of the provisions of this Agreement by Borrower, the Authority may give notice of such violation to Borrower as

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provided in **Exhibit B** attached to and made a part hereof. If such violation is not corrected to the satisfaction of the Authority within thirty (30) days after such notice, the Authority may declare a default under this Agreement; however if such condition is not reasonably curable within thirty (30) days despite Borrower's reasonable efforts to cure it, Borrower shall have one hundred twenty (120) additional days to cure such default, so long as (i) that cure is commenced within such thirty (30) day period, (ii) Borrower continues to diligently pursue such cure in good faith and (iii) the Authority's security for the Loan is not, in the sole judgment of the Authority, impaired as a result of the existence of such failure; after the expiration of such one hundred fifty (150) day period, the Authority may declare a default under this Agreement, effective on the date of notice of such declaration of default to Borrower, and upon such default, and so long as such default is continuing, the Authority may do the following:

- a. Declare the whole of the indebtedness under the Note immediately due and payable and then proceed to exercise the rights and remedies set forth in any Loan Document;
- b. Take possession of the Development, bring any action necessary to enforce any rights of Borrower growing out of the operation of the Development and operate the Development in accordance with the terms of this Agreement until such time as the Authority, in its sole discretion, determines that Borrower is again in a position to operate the Development in accordance with the terms of this Agreement and in compliance with the requirements of the Note;
- c. Collect all rents and charges in connection with the operation of the Development and use such collections to pay Borrower's obligations under this Agreement, the Note, the Mortgage, or any other Loan Document and such other obligations of Borrower in connection with the Development and the necessary expenses of preserving and operating it;
- d. Apply to any court, state or federal, for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Development in accordance with the terms of this Agreement, or for such other relief as may be appropriate. Because the injury to the Authority arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain, Borrower acknowledges and agrees that the Authority's remedies at law, in the event of a violation of this Agreement, would be inadequate to assure the Authority's public purpose;
- e. Use and apply any monies deposited by the Borrower with the Authority regardless of the purpose for which the same were deposited, to cure any such default or to repay any indebtedness under the Loan Agreement or any other Loan Document which is due and owing to the Authority; and/or
- f. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

The Authority's remedies are cumulative and the exercise of one shall not be deemed an

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election of remedies, nor foreclose the exercise of the Authority's other remedies. No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach. The failure or delay of the Authority in exercising any of its rights under this Agreement in any one or more instances, or the exercise of less than all of its rights in any one or more instances, shall not be deemed or construed as a waiver of any such rights.

8. Termination of Liabilities. In the event of a sale or other transfer of the Development, all of the duties, obligations, undertakings and liabilities of Borrower or other transferor (the "Transferor") under the terms of this Agreement shall thereafter cease and terminate as to the Transferor, except as to any acts or omissions or obligations to be paid or performed by the Transferor that occurred or arose prior to such sale or transfer. As a condition precedent to the termination of the liability of the Transferor under this Agreement, the transferee of the Development (a "New Borrower"), as a condition precedent to its admission as a New Borrower, shall assume in writing, on the same terms and conditions as apply to the Transferor, all of the duties and obligations of the Transferor arising under this Agreement from and after the date of such sale or transfer. Such assumption shall be in form and substance acceptable to the Authority. Any such New Borrower shall not be obligated with respect to matters or events that occur or arise before its admission as a New Borrower.

9. Definitions.

a. "Low Income Tenant", means a single person, family or unrelated persons living together whose adjusted income is less than or equal to eighty percent (80%) of the median income of the metropolitan statistical area of the Chicago metropolitan area, adjusted for family size, as such adjusted income and median income for the area are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937 ("Median Income").

b. "Very Low Income Tenant", means a single person, family or unrelated persons living together whose adjusted income is less than or equal to fifty percent (50%) of the Median Income.

c. "Affordable Tenant", means a Low Income Tenant or Very Low Income Tenant.

d. "Tenant" means all Affordable Tenants.

10. Term of Agreement; Covenants Run with Development. The covenants and agreements set forth in this Agreement shall encumber the Development and be binding on the Borrower, New Borrower and any other future owners of the Development and the holder of any legal, equitable or beneficial interest in it for a period of ninety-nine (99) years from the Final Closing Date (as defined in the Loan Agreement) (the "Term"). The initial term shall be for a period of thirty (30) years from the Final Closing Date (as defined in the Loan Agreement) ("Initial Term"). If the Maturity Date (as defined in the Note) is extended beyond the date of the Initial Term, then the Initial Term shall also be so extended. The extended term shall be for a period following the end of the Initial Term through the end of the Term ("Extended Term").

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During the Extended Term, Paragraph 3(a) shall be removed in its entirety and replaced with the following:

“All fifteen (15) of the Units shall be occupied by Affordable Tenants (as defined in the Paragraph 9 hereof) whose income, at the time of initial occupancy, does not exceed the income limits for Low Income Tenants (as defined in Paragraph 9 hereof);”

If the Note is prepaid prior to the Maturity Date (as defined in the Note) with the approval of the Authority, only the covenants and agreements set forth in **Paragraphs 2, 3, 4 (a, b, d, and e), 5(a), 6, 7(d)-(e), 8-10 and 12-20** hereof (collectively, the “Continuing Obligations”) shall remain in effect for the period of time commencing on the prepayment and ending at the end of the Extended Term, regardless of whether the Loan is prepaid voluntarily by Borrower or tendered by any party following an acceleration by the Authority of the Note or enforcement by the Authority of its remedies in connection with the Loan.

Borrower expressly acknowledges that its undertakings and agreements stated in this Agreement are given to induce the Authority to make the Loan and that, even if the Loan have been repaid prior to the Maturity Date, or paid on the Maturity Date, the Borrower’s undertaking to perform the Continuing Obligations for the period set forth in the previous paragraph is a condition precedent to the willingness of the Authority to make the Loan.

11. Liability of Borrower – Non-recourse. Except as otherwise set forth in the Environmental Indemnity and the Guaranty, Borrower’s liability created under this Agreement and the Loan Documents shall be non-recourse and neither Borrower, nor the Managing Member nor members, directors, officers or agents of the foregoing shall have any personal liability for repayment of the Loan. The Authority shall look only to the Development and its reserves and any other funds or letters of credit relating to the Development for repayment of the Loan. The foregoing shall not limit Borrower’s or the Guarantor’s (as defined in the Guaranty) liability for damages as a result of (i) fraudulent acts, or willful and wanton acts or omissions in violation of the provisions of this Agreement and the other Loan Documents; (ii) the fair market value of the personalty or fixtures removed or disposed of from the Development in violation of the terms of the Loan Documents; (iii) the misapplication, in violation of the terms of the Loan Documents, of any funds to the full extent of such misapplied funds and proceeds, including, without limitation, any funds or proceeds received under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain; (iv) any misapplication of any security deposits attributable to any leases of units, or failure to pay interest on such security deposits as required by law; (v) waste committed on the Development to the extent that funds in the Replacement Reserve Account (as defined in the Loan Agreement) or otherwise available in any property account held by Borrower, are available to remedy such waste and Borrower has failed to remedy the waste despite the written instructions of the Authority; (vi) the occurrence of a Prohibited Transfer (as defined in the Mortgage), without the prior written consent of the Authority; (vii) an oral or written material misrepresentation was made by Borrower or any party in the ownership structure of Borrower, or any employee or agent of Borrower or any other such entity or individual; (viii) a material error or omission was made in the Ownership Structure Certificate (as defined in the Loan Agreement); (ix) the Borrower has violated the single asset requirement contained in the Loan Agreement; (x) the Borrower has delivered a false certification

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pursuant to any of the Loan Documents; and (xi) failure to comply with all Fair Housing and accessibility laws and regulations. Any liability incurred pursuant to this Paragraph shall be the personal liability of the Borrower and the Guarantor. The provisions of this Paragraph shall have no effect on the liabilities and obligations contained in the Guaranty.

12. **Amendment of Agreement.** This Agreement shall not be altered or amended without the prior written approval of all of the parties hereto.

13. **Execution of Conflicting Documents.** Borrower warrants that it has not executed, and it agrees that it shall not execute, any other agreement with provisions contradictory, or in opposition, to the provisions of this Agreement, and that, in any event, the requirements of this Agreement are and shall be paramount and controlling as to the rights and obligations set forth in such other agreement and supersede any other requirements in conflict with this Agreement. To the extent this Agreement conflicts with any provisions or requirements set forth in the Mortgage or the Note, the provisions of the Mortgage or the Note, as the case may be, shall prevail and control.

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

15. **Successors.** Subject to the provisions of Paragraph 8 hereof, this Agreement shall bind, and the benefits shall inure to, the parties to this Agreement, their legal representatives, successors in office or interest and assigns; however, Borrower may not assign this Agreement, or any of its obligations under this Agreement, without the prior written approval of the Authority.

16. **Indemnification of the Authority.** Except for matters arising solely from the gross negligence or willful misconduct of the Authority, Borrower and Guarantor agree to defend and indemnify and hold harmless the Authority from and against any and all damages including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Real Estate or the Development. Borrower, and Guarantor further agree that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims.

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

18. **Captions.** The captions used in this Agreement are used only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent.

19. **Notices.** Notices under this Agreement shall be given as provided in Exhibit B

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hereof.

20. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their authorized representatives.

BORROWER:

LAZARUS RENEWAL, LLC,
an Illinois limited liability company

By: Lawndale Christian Development Corporation,
an Illinois not-for-profit corporation,
its sole member

By: *Richard Townsell*
Name: Richard Townsell
Title: Executive Director

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Richard Townsell, personally known to me to be the Executive Director of Lawndale Christian Development Corporation, an Illinois not-for-profit corporation which is the sole member of Lazarus Apartments, LLC ("Mortgagor"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as Executive Director of Lawndale Christian Development Corporation, as his free and voluntary act and deed and as the free and voluntary act and deed of Mortgagor, for the uses and purposes therein set forth.

Given under my hand and notarial seal on January 21, 2021.

Margaret Ann Shultz
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 98 AND 99 IN THE SUBDIVISION OF LOTS 2, 3 AND 5 IN THE PARTITION OF THE WEST 60 ACRES, NORTH OF THE SOUTHWESTERN PLANK ROAD IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

PERMANENT REAL ESTATE INDEX NUMBER: 16-23-316-013-0000 ✓

COMMON ADDRESS: 1900 S. HARDING AVENUE, CHICAGO, ILLINOIS

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EXHIBIT B

NOTICE PROVISIONS

Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this document shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Authority:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Managing Director of Multifamily Financing

with a copy to:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: General Counsel

If to Borrower:

Lazarus Renewal, LLC
c/o Lawndale Christian Development Corporation
3843 West Ogden Ave
Chicago, IL 60623
Attention: Richard E Townsell

with a courtesy copy to:

Applegate & Thorne-Thomsen, P.C.
425 South Financial Place, Suite 1900
Chicago, IL 60605
Attention: Diane Corbett

In connection with courtesy copies, the Authority will exercise reasonable efforts to provide copies of any notices given to Borrower; however, the Authority's failure to furnish copies of such notices shall not limit the Authority's exercise of any of its rights and remedies under any document evidencing, securing or governing the Loan from the Authority to the Borrower, or effect the validity of the notice.

Such addresses may be changed by notice to the other party given in the same manner as provided in this Exhibit. Any notice, demand, request or other communication sent pursuant to

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subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

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PSH RIDER TO REGULATORY AGREEMENT

THIS PSH RIDER TO REGULATORY AGREEMENT (this “Rider”) amends, modifies and supplements the terms of the Regulatory and Land Use Restriction Agreement dated as of February 8, 2021 (“Regulatory Agreement”), by and between **LAZARUS RENEWAL, LLC**, an Illinois limited liability company (“Developer”), and the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (“Authority”) a body politic and corporate of the State of Illinois established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the “Act”), and is incorporated into and made a part of the Regulatory Agreement. Where any Article, Paragraph, Subparagraph or Clause of the Regulatory Agreement is amended, modified or supplemented by this Rider, the unaltered part of that Article, Paragraph, Subparagraph or Clause shall remain in full force and effect. To the extent that this Rider conflicts with the Regulatory Agreement, the provisions of this Rider shall control. Capitalized terms used in this Rider and not otherwise defined shall have the meaning assigned to them the Regulatory Agreement.

WHEREAS, The Authority has released a request for applications for its permanent supportive housing program (“PSH Program”) and the Developer has submitted an Application (as defined hereinbelow) to participate in the PSH Program, which requires the Project (as defined hereinbelow) be bound by additional regulatory restrictions contained herein.

WHEREAS, The Authority has made a loan (“Loan”) to Developer from the Trust Fund program in the maximum amount of Three Million Three Hundred Forty-Nine Thousand Four Hundred Thirteen and 00/100 Dollars (\$3,349,413.00), for the acquisition, rehabilitation and permanent financing of a multifamily housing development known as Lazarus Apartments, 1900 Harding, Chicago, Illinois (the “Project”). The Loan is secured by a Mortgage, Security Agreement and Assignment of Rents and Leases given by Developer in favor of the Authority (the “Mortgage”).

WHEREAS, the execution of this Rider is a condition of the Authority making the Loan to Developer.

NOW, THEREFORE, the parties agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are incorporated in this Rider.
2. **Definitions**. The following terms in this Rider shall have the definitions set forth below.
 - a. “Extremely Low Income Tenant”, means a single person, family or unrelated persons living together whose adjusted income is less than or equal to thirty percent (30%) of the Median Income.
 - b. “Application” means the application the Developer submitted to the Authority in connection with the PSH Program, as amended.

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3. **Occupancy Restrictions.**

- a. At least nine (9) of the Units in the Project must be rent restricted and occupied by Extremely Low Income Tenants for a period of thirty (30) years from the effective date of the Regulatory Agreement.
- b. All of the Units in the Project will be constructed and maintained with at least ten (10) universal design features in addition to the applicable minimum accessibility requirements for the Project.
- c. At least nine (9) of the Units in the Project shall receive rental assistance through, but not limited to, the Chicago Low Income Housing Trust Fund.
- d. As set forth in the Statewide Referral Network Agreement, which has been approved by the Authority, the Owner will reserve at least three (3) of the Units in the Project for Extremely Low Income Tenants.
- e. The Project will be constructed and/or maintained consistent with Owner-selected and Authority approved requirements contained in the applicable energy efficiency and green criteria and requirements contained in the Application.

4. **Counterparts.** This Rider may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Rider must be produced or exhibited, be the Rider, but all such counterparts shall constitute one and the same instrument. As used herein, the term "counterparts" shall include full copies of this Rider signed and delivered by facsimile transmission, as well as photocopies of such facsimile transmissions. The Authority reserves, in its sole and absolute discretion, the right to require original signatures or to rely on facsimile transmissions or photocopies of facsimile transmissions and the Developer and any other party signing this Rider, hereby waives any rights to object to the validity of their signature based upon the Authority's determination as aforesaid.

5. **Term.** This Rider shall be in effect for the period stated in the Regulatory Agreement.

UNOFFICIAL COPY

DEVELOPER:

LAZARUS RENEWAL, LLC,
an Illinois limited liability company

By: LAWNSDALE CHRISTIAN DEVELOPMENT CORPORATION,
an Illinois not-for-profit corporation
its sole member and manager

By: *Richard Townsell*
Richard Townsell, Executive Director

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Richard Townsell, personally known to me to be the Executive Director of Lawndale Christian Development Corporation, an Illinois not-for-profit corporation which is the sole member and manager of Lazarus Apartments LLC ("Mortgagor"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as Executive Director of Lawndale Christian Development Corporation, as his free and voluntary act and deed and as the free and voluntary act and deed of Mortgagor, for the uses and purposes therein set forth.

Given under my hand and notarial seal on Jan 21, 2020.

Margaret Ann Shultz
Notary Public



