

# UNOFFICIAL COPY

1976

9 1 1 5 1 4 6 0

This document prepared by *Neil To!*  
James Edward Walker II, Esq.  
Office of Corporation Counsel  
Room 511  
121 North LaSalle Street  
Chicago, Illinois 60602

91181460

## DECLARATION OF RESTRICTIVE COVENANTS AND REGULATORY AGREEMENT

THIS DECLARATION OF RESTRICTIVE COVENANTS AND REGULATORY AGREEMENT (including the Exhibits attached hereto), dated as of April 9, 1991 (this "Regulatory Agreement"), by and between the CITY OF CHICAGO, ILLINOIS (the "City"), an Illinois municipal corporation, through its Department of Housing ("DOH"), with offices at 318 South Michigan Avenue, Chicago, Illinois 60604, and RIDGELAND LIMITED PARTNERSHIP, an Illinois limited partnership (the "Borrower") having its offices at 9204 South Commercial Avenue, Chicago, Illinois 60617.

### W I T N E S S E T H

34-

WHEREAS, DOH has as its primary purpose the creation of safe, decent and affordable housing for residents of the City; and

WHEREAS, the Borrower has proposed to acquire and rehabilitate multi-family rental units at 6820-30 S. Ridgeland Avenue, Chicago, Illinois, as legally described in Exhibit A attached hereto (the "Project"), where upon completion of the rehabilitation, there shall be 24 multi-family residential dwelling units, wherein 24 one-, two- and three-bedroom units shall be occupied by Lower-Income Tenants (as hereinafter defined); and

WHEREAS, the City intends to loan \$446,400 to the Borrower (the "Loan") to assist in the financing of the Project; and

WHEREAS, as a specific condition precedent to the Borrower's receiving the Loan, the Borrower has agreed to execute this Regulatory Agreement with the City governing the tenant occupancy of, and use restrictions upon, the dwelling units reserved for Lower-Income Tenants;

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

### SECTION 1. DEFINITIONS AND INTERPRETATIONS.

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:

COOK COUNTY, ILLINOIS

1991 APR 19 PM 2:27

91181460

RECORDERS BOX 333

7285007D7 Jan

91181460

# UNOFFICIAL COPY

"Act" shall mean the Housing and Community Development Act of 1974, 42 U.S.C. §5301 et seq., as amended.

"Borrower" shall mean initially, 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 Project.

"CDBG Funds" shall mean Community Development Block Grant funds awarded by HUD under the Act.

"Certificate of Continuing Program Compliance" shall mean the certificate from the Borrower in substantially the form set forth in Exhibit B hereto and made a part hereof, as the same may be amended from time to time.

"Code" shall mean the Internal Revenue Code of 1986.

"Eligible Lower Income Tenants" shall mean all persons who are or may qualify as Lower Income Tenants with respect to the Project (whether as prospective, present or former occupants of the Project).

"HUD" shall mean the U.S. Department of Housing and Urban Development.

"IHDA" shall mean the Illinois Housing Development Authority.

"Income Computation Certificate" shall mean the certificate in substantially the form set forth in Exhibit C hereto and made a part hereof, as the same may be amended from time to time.

"Income Limit" shall mean 60% of the area median income, adjusted for family size, as such adjusted income and area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

"Junior Mortgage" shall mean that certain Mortgage and Security Agreement dated of even date herewith from the Borrower to the IDHA, as amended and supplemented.

"Loan Agreement" shall mean the Multi-Loan Redevelopment Agreement, dated of even date herewith, between the City and the Borrower with respect to the Loan, as amended and supplemented.

"Lower-Income Tenants" shall mean and include individuals, families or unrelated persons living together whose adjusted annual income does not exceed the Income Limit.

"Person" shall mean natural persons, firms, partnerships, associations, corporations, trusts and public bodies.

# UNOFFICIAL COPY

"Project Term" shall mean the number of years during which the 24 units specified as "lower income" must be occupied or in service by lower income households. The Project Term shall begin on the date hereof and shall continue for a period of 40 years, except as provided in Section 5.2 hereof.

"Regulations" shall mean the regulations promulgated or proposed from time to time by HUD.

"Regulatory Agreement" shall mean this Declaration of Restrictive Covenants and Regulatory Agreement, as supplemented and amended

"Senior Lender" shall mean the City and its successors and assigns.

"Senior Loan" shall mean a loan by the City to the Borrower in the principal amount of \$446,400 for financing a portion of the cost of the Project.

"Senior Mortgage" shall mean that certain Mortgage Assignment of Leases, Rents and Security Agreement dated of even date herewith executed from the Borrower to the Senior Lender securing repayment of the Senior Loan, as supplemented and amended.

"State" shall mean the State of Illinois.

## SECTION 2. BORROWER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

2.1 The Project shall be acquired and rehabilitated for the purpose of providing residential rental property, and the Borrower shall own, manage and operate the Project as residential rental units and facilities functionally related and subordinate thereto.

2.2 The Project shall consist of residential units all, of which are similar in quality and type of construction and amenities, together with facilities which are functionally related and subordinate to such units.

2.3 Each residential unit in the Project shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation.

2.4 None of the residential units in the Project shall at any time be used on a transient basis, and neither the 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.

# UNOFFICIAL COPY

2.5 The residential units in the Project shall be made available for lease by members of the general public and the Borrower shall not give preference in renting residential units in the Project to any particular class or group of persons other than Lower-Income Tenants (and those Lower-Income Tenants who have also been the victims of domestic violence) as provided herein.

2.6 The Project shall consist of the following unit configuration for Lower-Income Tenant households:

<u>Number of Bedrooms</u>	<u>Number of Rental Units</u>
1	6
2	6
3	12

2.7. Neither the Borrower nor the City shall convert any units in the Project to condominium ownership or to a form of cooperative ownership that is not eligible to receive CDBG Funds from HUD.

2.8 Neither the Borrower nor the City shall discriminate against prospective tenants on the basis of their receipt of, or eligibility for, housing assistance under any federal, State or local housing assistance program or on the basis that they have a minor child or children who will be residing with them.

2.9 All of the units described in Section 2.6 above shall be occupied or available for occupancy by Lower-Income Tenants, subject to Section 2.12 hereof.

2.10. All of the residential units in the Project shall be leased only to tenants who are Lower-Income Tenants at the time of initial occupancy by such Lower-Income Tenants.

2.11. The monthly rent charged to any tenant for any residential unit located in the Project shall not exceed at any time 30% of the "imputed income limitation" (as defined in Section 42(g) of the Code and any applicable regulation or rulings thereunder, as amended from time to time) applicable to such unit.

2.12. (a) For purposes of satisfying the requirements set forth in Section 2.9 above, a unit occupied by Lower-Income Tenants whose income has exceeded the applicable Income Limit after initial occupancy of such unit by such Lower-Income Tenant shall, subject to paragraph (b) of this Section, be deemed to comply with Section 2.9 hereof if the rent for such unit complies with Section 2.11 hereof.

(b) A unit (the "Unit") occupied by a Lower-Income Tenant whose income has increased above 140% of the Income Limit shall be deemed to comply with Section 2.9 hereof if the rent for the Unit complies with Section 2.11 hereof but only if the next available Unit in the Project of a comparable size with or

# UNOFFICIAL COPY

smaller than the Unit is occupied by a new tenant who is a Lower-Income Tenant.

2.13. The Borrower shall include in leases for all units provisions which authorize the Borrower to immediately terminate the tenancy of any tenant who misrepresented any fact material to the tenant's qualification as a Lower-Income Tenant.

2.14. All tenant lists, applications, and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Borrower which is unrelated to the Project, shall be maintained, as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. If the Borrower employs a management agent for the Project, the Borrower 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 Project.

2.15. All tenant leases shall be written, shall be for a period of not less than six months and shall contain clauses, inter alia, wherein each individual lessee: (i) certifies the accuracy of the statements made in the Income Computation Certificate and (ii) agrees that the family 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 Borrower, the City or HUD, and that the failure to provide accurate information in the Income Computation Certificate 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.

2.16. The Borrower shall obtain and maintain on file during the Project Term, a sworn and notarized Income Computation Certificate with respect to each and every individual or family who is a Lower-Income Tenant, signed by the tenant or tenants (i.e., the person or persons whose name or names appear on the lease) and obtained by the Borrower prior to such tenant or tenants occupying the unit or signing a lease with respect thereto, as required by the City and the Regulations.

2.17. The Borrower shall prepare and submit to the City at the beginning of the Project Term and on or before the thirty-first day of December each year during the Project Term, a Certificate of Continuing Program Compliance executed by the Borrower.

2.18. The Borrower shall notify the City of the occurrence of any event of which the Borrower has notice and which event would violate any of the provisions of this Regulatory Agreement. The Borrower shall not evict or terminate any tenancy (other than for good cause) of an existing Lower-Income Tenant of any unit described in Section 2.6. For purposes of the previous sentence, good cause shall include, without limitation, a misrepresentation by a Lower-Income Tenant of the nature described in Section 2.13.

SECTION 3. RELIANCE.

The City and the Borrower hereby recognize and agree that the representations and covenants set forth herein may be relied upon by all parties, including HUD. In performing their duties and obligations hereunder, the City may rely upon statements and certificates of the Borrower and Lower-Income Tenants and upon audits of the books and records of the Borrower pertaining to occupancy of the 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, if in conformity with such opinion, was in good faith.

SECTION 4. SALE OR TRANSFER OF THE PROJECT.

The Borrower hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project in whole (including without limitation, a transfer by assignment of any beneficial interest under a land trust) except as expressly permitted by the Mortgage. The Borrower hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project in part, except as expressly permitted by the Mortgage. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this Section 4 shall be null, void and without effect, shall cause a reversion of title to the Borrower and shall be ineffective to relieve the Borrower of its obligations.

SECTION 5. TERM.

5.1. This Regulatory Agreement shall become effective upon its execution and delivery. 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.

5.2. This Regulatory Agreement shall terminate (a) on the date the building is acquired by foreclosure (or an instrument in lieu of foreclosure) unless the Internal Revenue Service determines that such acquisition is part of an arrangement with the Borrower a purpose of which is to terminate the "extended use period" (as defined in Section 42(h)(6)(D) of the Code and any applicable regulation or rulings thereunder, as amended from time to time); or (b) on the last day of the one year period beginning on the date (after the fourteenth year of compliance period) the Borrower submits a written request to DOH to find a person to

01181450

# UNOFFICIAL COPY

acquire the Borrower's interest in the units described in Section 2.6 provided that DOH is unable to present during such period a qualified contract for the acquisition of the units described in Section 2.6 by any Person who will continue to operate such units as a qualified low-income building defined in the Code.

## SECTION 6. ENFORCEMENT.

6.1. If a violation of any of the foregoing covenants occurs or is attempted, and such occurrence or attempt is uncorrected for a period of 60 days or more, 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, shall 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 Borrower of its 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.

6.2. All fees, costs and expenses of the City or HUD incurred in taking any action pursuant to this Section 6 shall be the sole responsibility of the Borrower.

6.3. To the extent permitted by law, all persons who are or may qualify as Lower-Income Tenants with respect to the Project (whether as prospective, present or former tenants of the Project) shall have the right to enforce in any court of the State the requirement of Section 2.9 hereof and the terms of Section 6.4 hereof.

6.4 Notwithstanding any other provision in this instrument, if the Project Term is deemed to be terminated pursuant to Section 5.2(a), then for a three-year period following such termination Eligible Lower-Income Tenants shall have the right to file in any court of the State an action to prevent or enjoin (i) the eviction or termination of any tenancy (other than for good cause) of an existing tenant of any unit described in Section 2.6; or (ii) any increase in the gross rent for any unit described in Section 2.6 not otherwise permitted by Section 2.11.

## SECTION 7. RECORDING AND FILING.

The Borrower 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 Project is located and in such other places as the City may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

2181460

# UNOFFICIAL COPY

## SECTION 8. COVENANTS TO RUN WITH THE LAND.

The Borrower hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. The City and the Borrower 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 successors in title to the land trusts now holding title to the Project throughout the Project Term. The Borrower hereby covenants to include the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the 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, each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the 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 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 9. GOVERNING LAW.

This Regulatory Agreement shall be construed in accordance with and governed by the laws of the State of Illinois and, where applicable, the laws of the United States of America.

## SECTION 10. 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 Project is located.

## SECTION 11. NOTICE.

Any notice required to be given hereunder shall be given by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the person in question:

CITY: City of Chicago, Illinois  
c/o Department of Housing  
318 South Michigan Avenue  
Chicago, Illinois 60604  
Attention: Commissioner

31181450



# UNOFFICIAL COPY

WITH A COPY TO:

Office of the Corporation Counsel  
City Hall, Room 511  
Chicago, Illinois 60602  
Attention: Finance and Economic  
Development Division

BORROWER:

Ridgeland Limited Partnership  
9204 South Commercial  
Chicago, Illinois 60617

WITH A COPY TO:

Family Rescue Development Corporation  
9204 South Commercial  
Chicago, Illinois 60617

Chicago Equity Fund 1990  
c/o Chicago Equity Fund, Inc.  
24 West Erie Street  
Chicago, Illinois 60610  
Attention: William H. Higginson

Schiff Hardin & Waite  
7200 Sears Tower  
Chicago, Illinois 60606  
Attention: Janet M. Johnson or  
Crane Kenney

Holleb & Coff  
55 West Monroe Street  
Suite 4100  
Chicago, Illinois 60603  
Attention: Jeffrey Kuta

## SECTION 12. SEVERABILITY.

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

## SECTION 13. FAILURE TO MAKE LOAN.

In the event that the City does not make the Loan to the Borrower, as contemplated hereby, the covenants and restrictions contained herein shall cease forthwith, and this Regulatory Agreement shall be deemed null and void ab initio.

## 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.

01181150

# UNOFFICIAL COPY

9 1 1 6 1 4 6 0

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

CITY OF CHICAGO, ILLINOIS, by and through its Department of Housing

By: [Signature]  
Commissioner of Housing

RIDGELAND LIMITED PARTNERSHIP

By: FAMILY RESCUE DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation and sole general partner of the Borrower

ATTEST:

[Signature]  
SECRETARY

By: [Signature]  
Its: PRESIDENT

JEW/RID-REGUL

UNOFFICIAL COPY  
9 1 1 3 1 4 6 0

STATE OF ILLINOIS )  
                              ) SS  
COUNTY OF COOK    )

I, \_\_\_\_\_, notary public in and for said County,  
in the State of aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_  
personally known to me to be the Commissioner of the Department of  
Housing of the City of Chicago, Illinois (the "City") 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 as such he signed and  
delivered the said instrument pursuant to authority, as his free  
and voluntary act, and as the free and voluntary act and deed of  
said City, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: (SEAL)

\_\_\_\_\_

91181460

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

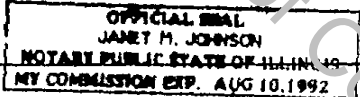
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that David Offenberger and Prerine personally known to me to be the President and Secretary of Family Eckford, Rescue Development Corporation, the general partner of Ridgeland Limited Partnership and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation and said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16<sup>th</sup> day of April, 1991.

Janet M. Johnson  
Notary Public

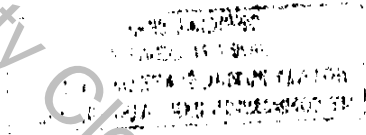
My Commission Expires: (SEAL)



91181450

UNOFFICIAL COPY

Property of Cook County Clerk's Office



JOINDER BY LAND TRUSTEES

The foregoing Declaration of Restrictive Covenants and Regulatory Agreement dated as of April 9, 1991, between the City of Chicago, through its Department of Housing, and Ridgeland Limited Partnership is joined in by STEEL CITY NATIONAL BANK, not personally, but as trustee under a trust agreement dated February 13, 1990, and known as Trust No. 3129, and under a trust agreement dated December 21, 1990, and known as Trust No. 3193, solely for the purpose of binding title to the Project to the provisions of such Declaration of Restrictive Covenants and Regulatory Agreement, in order that the covenants, reservations and restrictions of such Agreement shall run with the land in accordance with the provisions of Section 8 and shall pass to and be binding upon trustee's successors in title, and said trustee hereby agrees, not personally, but as trustee of the above-noted trusts, to be bound by and perform all of the covenants and agreements of Borrower pursuant to such Agreement.

This joinder is executed by STEEL CITY NATIONAL BANK, not personally, but solely as trustee under a trust agreement dated February 13, 1990, and known as Trust No. 3129, and as trustee under a trust agreement dated December 21, 1990, and known as Trust No. 3193, solely in the exercise of the power and authority conferred upon and vested in said bank in its capacity as such trustee (and said bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained in this joinder or in the Declaration of Restrictive Covenants and Regulatory Agreement shall be construed as creating any liability on said bank in its capacity as trustee, personally to comply with the terms of the Declaration of Restrictive Covenants and Regulatory Agreement, except for a failure to act when or as directed, all such liability, if any, being expressly waived by every person now or hereafter claiming any right under such Agreement. It is hereby agreed that said bank may attach its customary form of exculpation to any documents, agreements, instruments or other writings executed by it.

STEEL CITY NATIONAL BANK, as Trustee under a trust Agreement dated February 13, 1990 and known as Trust No. 3129

ATTEST: [Signature]  
Printed Name: BARBARA MIESZALA  
Title: ASST. V. P.

BY: [Signature]  
Printed Name: PANCHA CERNETI  
Its: TRUST OFFICER

91131450

UNOFFICIAL COPY

STEEL CITY NATIONAL BANK, as  
Trustee under a Trust Agreement  
dated December 21, 1990 and known  
as Trust No. 3193

ATTEST: [Signature] BY: [Signature]  
Printed Name: DEBORAH MIESZALA Printed Name PAMELA CERNETIC  
Title: ASST V.P. Its: TRUST OFFICER

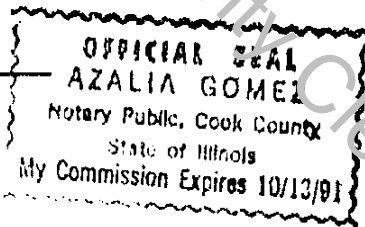
ACKNOWLEDGEMENTS

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK

This instrument was acknowledged before me on 4-16-91  
by PAMELA CERNETIC and DEBORAH MIESZALA as the  
TRUST OFFICERS and ASST V.P., respectively, of Steel City  
National Bank, in its capacity as trustee of Trust No. 3129.

[Signature]  
Notary Public

My commission expires:

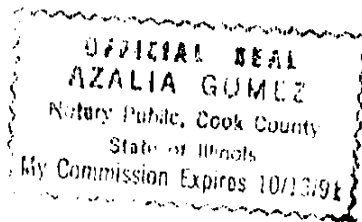


STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK

This instrument was acknowledged before me on 4-16-91  
by PAMELA CERNETIC and DEBORAH MIESZALA as the  
TRUST OFFICERS and ASST V.P., respectively, of  
Steel City National Bank, in its capacity as trustee of Trust No.  
3193.

[Signature]  
Notary Public

My commission expires:



92181460



# UNOFFICIAL COPY

9 1 1 6 1 4 6 0

## EXHIBIT A

### LEGAL DESCRIPTION:

#### PARCEL 1:

LOTS 8, 9, 10 AND 11 IN BLOCK 7 IN SOUTH JACKSON PARK  
SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF  
SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### ADDRESS COMMONLY KNOWN AS:

6820-30 SOUTH RIDGELAND AVENUE, CHICAGO, ILLINOIS 60617

### PERMANENT INDEX NO.:

PARCEL 1 - 20-24-310-017-000

Property of Cook County Clerk's Office

91181460

EXHIBIT B

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

The undersigned, being Ridgeland Limited Partnership (the "Borrower"), has read and is thoroughly familiar with the provisions of the various loan documents associated with the loan by the City of Chicago, Illinois (the "City") to the Borrower in connection with the property located at 6820-30 South Ridgeland, Chicago, Illinois 60626 (the "Project"), such documents including:

1. The Declaration of Restrictive Covenants and Regulatory Agreement (the "Regulatory Agreement") dated as of April 9, 1991, between the Borrower and the City;
2. The Multi-Loan Redevelopment Agreement dated as of April 9, 1991 between the Borrower and the City; and
3. The Note dated April 9, 1991, executed by the Borrower representing the obligation to repay the loan made to it by the City pursuant to the Housing Loan Agreement described above.

As of the date of this certificate, the following number of completed residential units in the Project (i) are occupied by "Lower-Income Tenants" (as such term is defined in the Regulatory Agreement) or (ii) were previously occupied by Lower-Income Tenants and have been vacant for no more than 31 days, as indicated:

Occupied by Lower-Income - Tenants	_____	No. of Units
Previously occupied by - Lower-Income Tenants (vacated and not re-occupied except for a temporary period of no more than 31 days)	_____	No. of Units
	_____	Total

The total number of completed residential units in the Project is \_\_\_\_\_.

The total number of units occupied or previously occupied by Lower-Income Tenants as shown above is \_\_\_% of the total number of occupied units.

The undersigned hereby certifies that the Borrower is not in default under any of the terms and provisions of the above documents.

By: \_\_\_\_\_  
Authorized Borrower  
Representative

31181450

# UNOFFICIAL COPY

9 1 1 3 1 4 6 0

## EXHIBIT C

### INCOME COMPUTATION CERTIFICATE

RE: \_\_\_\_\_  
CHICAGO, ILLINOIS

Name of Tenant (i.e., person(s)  
whose name appears on the lease) \_\_\_\_\_

Address of Apartment \_\_\_\_\_

Apartment Number \_\_\_\_\_

Some or all of the cost of the apartment development in which you are to lease an apartment was financed by loans made by the City of Chicago through U.S. Department of Housing and Urban Development programs. In order to qualify for these loans, there are certain requirements which must be met with respect to the apartment building and its tenants. To satisfy one of those requirements it is necessary for you to provide the information requested in this Tenant Income Computation Certificate at the time you sign your lease.

#### CERTIFICATION

I, the undersigned, state that I have read and answered fully, frankly and personally each of the following questions for all persons who are to occupy the unit in the above apartment development for which application is made, all of whom are listed on the following page:

91181460

# UNOFFICIAL COPY

9 1 1 0 1 4 6 0

## Income Computation (Anticipated Incomes)

<u>Name of Members of the Household</u>	<u>Relation-ship to Head of Household</u>	<u>Age (if 18 or under)</u>	<u>Social Security Number</u>	<u>Place of Employment</u>
_____	HEAD	_____	_____	_____
_____	SPOUSE	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. On the lines below, indicate the anticipated income from any source whatsoever of each of the above persons during the 12-month period beginning this date, including: (i) annual wages/salary, which includes all wages and salaries, overtime pay, commissions, fees, tips and bonuses before payroll deduction; (ii) other income, which includes, but is not limited to, net income from the operation of a business or profession or from the rental of real or personal property (without deducting expenditures for business expansion or amortization of capital indebtedness); (iii) interest and dividends; (iv) the full amount of periodic payments received from social security, annuities, insurance policies,

91181460

# UNOFFICIAL COPY

9 1 1 5 1 4 6 0

retirement funds, pensions, disability or death benefits and other similar types of periodic receipts; (v) payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay; (vi) the maximum amount of public assistance available to the above persons; (vii) periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the dwelling; and (viii) all regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the household or spouse.

Please note however, the following types of income should be excluded: (i) casual, sporadic or irregular gifts; (ii) amounts which are specifically for or in reimbursement of medical expenses; (iii) lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses; (iv) amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment, but in either case only to the extent used for such purposes; (v) special pay to a serviceman head of a family who is away from home and exposed to hostile fire; (vi) relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; (vii) foster child care payments; (viii) the value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged for the allotments; and (ix) payments received pursuant to participation in ACTION volunteer programs.

<u>Name</u>	<u>Annual Salary Wages</u>	<u>Other Income</u>	<u>Total Income</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Capital Assets)

7. If any of the persons described above (or whose income or contributions were included in item 6) has any savings, bonds, equity in real property or other form of capital investment (except for necessary items such as furniture, automobiles, etc.), provide:

9181460

# UNOFFICIAL COPY

9 | 1 | 1 | 8 | 4 | 6 | 0

- a. the total value of all such assets owned by all such persons: \$ \_\_\_\_\_,
- b. the amount of income expected to be derived from such assets in the 12-month period commencing this date: \$ \_\_\_\_\_, and
- c. the amount of such income which is included in item 6: \$ \_\_\_\_\_.

(Students)

8. a. Will all of the persons listed in column 1 above be or have they been full-time students during five calendar months of this calendar year at an educational institution (other than a correspondence school) with regular faculty and students?

Yes \_\_\_\_\_ No \_\_\_\_\_

- b. Is any such person (other than nonresident aliens) married and eligible to file a joint federal income tax return?

Yes \_\_\_\_\_ No \_\_\_\_\_

I acknowledge that all of the above information is relevant to the status of the funds provided through the U.S. Department of Housing and Urban Development to finance acquisition of the apartment for which application is being made. I consent to the disclosure of such information to the City and HUD and any agent acting on their behalf.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at Chicago, Illinois.

\_\_\_\_\_  
TENANT

Residing in Apt. No. \_\_\_\_\_

3181460

UNOFFICIAL COPY

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally  
appeared before me \_\_\_\_\_, the signer of the  
above certification, who duly acknowledged to me that he/she  
executed the same.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

Property of Cook County Clerk's Office

9181460

# UNOFFICIAL COPY

FOR COMPLETION BY BORROWER ONLY:

1. Calculation of eligible income:

a. Total amount entered for entire household in 6 above: \_\_\_\_\_

b. If the amount entered in 7.a above exceeds \$5,000, enter the greater of (i) the amount entered in 7.b less the amount entered in 7.c and (ii) 10% of the amount entered in 7.a: \_\_\_\_\_

c. TOTAL ELIGIBLE INCOME (Line 1.a plus line 1.b): \_\_\_\_\_

2. The amount entered in 1.c is: (place "x" on appropriate line)

\_\_\_\_\_ Less than \$ \_\_\_\_\_ which is the maximum income at which a household of \_\_\_\_\_ persons may be determined to be a Lower-Income Tenant as that term is defined in the Declaration of Restrictive Covenants and Regulatory Agreement dated as of \_\_\_\_\_, between the City of Chicago, Illinois and Ashland I and II Limited Partnership (the "Regulatory Agreement").

\_\_\_\_\_ More than the above-mentioned amount.

3. Number of apartment unit assigned: \_\_\_\_\_

4. This apartment unit (was/was not) last occupied for a period of 31 consecutive days by a person or persons whose Total Eligible Income, as certified in the above manner, was equal to or less than the amount at which a person would have qualified as a Lower-Income Tenant under the terms of the Regulatory Agreement. It had been vacant for \_\_\_\_\_ days.

5. The number of units in the Project which are presently occupied is \_\_\_\_\_.

6. The number of units occupied by Lower-Income Tenants (i.e., occupants' anticipated income does not exceed \$ \_\_\_\_\_ based upon Income Computation Certifications on file) is \_\_\_\_\_. The number of units which were previously occupied by Lower-Income Tenants but have been vacated and have not been re-occupied (other than for a temporary period of no more than 31 days) is \_\_\_\_\_. The sum of the units described in this paragraph 6 is equal to \_\_\_\_\_% of the total number of occupied units from paragraph 5 above.

3181460



# UNOFFICIAL COPY

7. The number of units occupied by persons whose total anticipated income does not exceed \$ \_\_\_\_\_ is which is equal to \_\_\_\_% of the total number of occupied units.

Applicant:

\_\_\_\_\_ Qualifies as a Lower-Income Tenant.

\_\_\_\_\_ Does not qualify as a Lower-Income Tenant.

\_\_\_\_\_  
BORROWER

Property of Cook County Clerk's Office

31181460

JEW/RID-REGUL