

3
UNOFFICIAL COPY

207501

94296705

**TRUST FUND
MULTI-FAMILY LOAN
(HTF-297)**

REGULATORY AND LAND USE RESTRICTION AGREEMENT

THIS REGULATORY AND LAND USE RESTRICTION AGREEMENT (the "Agreement"), dated as of the 14th day of February, 1994, by and between GARY AND CAROL CRYTSER, d/b/a RENT TECH PROPERTY MANAGEMENT ("Owner"), and the ILLINOIS HOUSING DEVELOPMENT AUTHORITY ("IHDA"), a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. (1992), as amended and supplemented (the "Act");

DEPT-CI RECORDING . 653.00
T:6666 TRAN 6516 04/04/94 08:39:00
#1966 # RC #+94-296705
COOK COUNTY RECORDER

W I T N E S S E T H :

WHEREAS, Owner is the holder of legal title to certain real property upon which a housing development (the "Development") consisting of four (4) buildings containing sixty-four (64) units (the "Units") is to be rehabilitated, located in Hodgkins, Illinois. The real property is legally described in Exhibit A attached hereto and by this reference made a part hereof (the "Real Estate"); and

WHEREAS, IHDA is the program administrator of the Illinois Affordable Housing Program, as that program is authorized by the Illinois Affordable Housing Act, 310 ILCS 25/1 et seq. (1992) (the "Trust Fund Act"), and the rules promulgated thereunder (the "Rules"). All capitalized terms used herein and not otherwise defined shall have the meaning established in the Trust Fund Act or, if not so established, in the Rules; and

WHEREAS, IHDA has issued a conditional commitment letter dated November 9, 1993 (the "Commitment") pursuant to which it has agreed to make a loan to Owner in the sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) (the "Loan") to be used with such other monies, if any, as provided and for the purposes stated in the Commitment, which Loan is to be evidenced by a mortgage note (the "Note") and secured by a junior mortgage,

THIS INSTRUMENT WAS PREPARED
BY: Richard B. Muller
AND AFTER RECORDING RETURN
TO: Illinois Housing Development
Authority
401 N. Michigan Ave., Ste. 900
Chicago, IL 60611
Attn: Legal Department

Permanent Index Tax Number:
19-15-302-013 + -014 50
19-15-301-017 + -028
Property Address:
6027-30 Lenzi Ave.
Hodgkins, Illinois

CERTAIN OF THE PROVISIONS HEREOF MAY CONTINUE IN EFFECT NOTWITHSTANDING THE PAYMENT IN FULL OF THE MORTGAGE LOAN.

Box 430

94296705

02260
207501

UNOFFICIAL COPY

20170928 11

Property of Cook County Clerk's Office

UNOFFICIAL COPY

security agreement and collateral assignment of rents and leases (the "Mortgage") on the Development, both of even date herewith; and

WHEREAS, as an inducement to IHDA to make the Loan, Owner agrees to enter into this Agreement in accordance with the terms, conditions and covenants set forth below and consents to be regulated and restricted by IHDA as herein provided and as provided for in the Trust Fund Act, the Rules, the Act and the rules, regulations, policies and procedures of IHDA promulgated under the Act, all as they may be amended and supplemented.

NOW, THEREFORE, the parties hereto agree as follows:

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

2. **Acts and Rules.** Owner agrees that at all times its acts regarding the Development shall be in conformance with the Trust Fund Act, the Rules, the Act and the rules, regulations, policies and procedures of IHDA promulgated under the Act, all as they may be amended and supplemented from time to time.

3. **Additional Owner Covenants.** Owner further covenants and agrees that:

(a) All sixty-four (64) Units shall be reserved for Very Low Income Households (as defined in Paragraph 9 below). Owner shall limit occupancy to those persons and families whose annualized adjusted income does not exceed the income limits for Very Low Income Households as of the date of initial occupancy;

(b) In the advertising, marketing, and rental of Units and the selection of Tenants for such Units, Owner agrees to abide by the terms and conditions of the Tenant Selection Plan dated September 7, 1993 executed by Owner and approved by IHDA, as it may be amended from time to time;

(c) In the management and operation of the Development, Owner agrees to abide by the terms and conditions of the Affirmative Fair Housing Marketing Plan dated September 28, 1993, which Affirmative Fair Housing Marketing Plan is attached hereto as Exhibit B and by this reference made a part hereof. Owner shall be responsible for ensuring the management agent's compliance with all applicable ordinances, regulations and statutes and the rules, procedures and requirements of IHDA;

(d) On forms approved by IHDA, Owner shall obtain from each prospective Tenant prior to admission to the Development a certification of income (the "Certification"), and at such intervals thereafter as required by IHDA, a recertification (the "Recertification") of income from each such Tenant. Owner shall

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

submit such Certification and Recertifications to IHDA in the manner prescribed by IHDA;

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

(f) Owner shall comply with the rent limitations contained in Section 360.904(c) of the Rules;

(g) Owner shall require all Tenants to execute a lease in a form approved by IHDA;

(h) Owner shall obtain all Federal, State and local governmental approvals required by law for its rehabilitation, ownership and operation of the Development;

(i) Owner shall at all times be an Eligible Recipient;

(j) Owner shall submit to IHDA on an annual basis the rent schedule for the Development reflecting the actual rates being charged for Units;

(k) Owner shall not evict any Tenant from the Development without good cause; and

(l) Owner shall design and rehabilitate the Development in conformity with applicable Federal, State and local statutes, regulations, ordinances, standards and codes, with industry practices in Illinois, and with applicable rules, contracts, agreements, procedures, guides and other requirements of IHDA.

4. Acts Requiring IHDA Approval. Except as permitted by the Mortgage, Owner shall not, without the prior written approval of IHDA:

(a) Convey, transfer or encumber any of the Development, or permit the conveyance, transfer or encumbrance, of any part of the Development;

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

(c) Lease or sublease any non-residential facility in the Development or amend or modify any such lease or sublease, which, to the best of Owner's knowledge, would result in a conflict of interest between any of the parties to such contracts and IHDA, its board members, officers, employees, agents or members of their respective immediate families;

(d) Require, as a condition of the occupancy or leasing of any Unit, any consideration or deposit other than the pre-payment of the first month's rent plus a security deposit in an amount not in excess of one (1) month's rent to guarantee the performance of the covenants of the lease. Any funds collected as security deposits shall be kept separate and apart from all other funds of the Development; or

(e) Prepay, in part or in whole, the Loan.

5. Owner's Duties. In addition to, but not by way of limitation of, the other duties of Owner set forth herein, Owner shall comply with the following:

(a) Maintenance. Upon completion of the rehabilitation of the Development, Owner shall maintain the Development, including, but not limited to, the Units and the grounds and equipment appurtenant thereto, in a decent, safe and sanitary condition, and in a rentable and tenantable state of repair, and in compliance with applicable Federal, State and local statutes, regulations, ordinances, standards and codes.

(b) Management. Owner shall provide for the management of the Development in a manner satisfactory to IHDA.

(c) Audit. The Development and the equipment, buildings, plans, specifications, offices, apparatus, devices, books, contracts, records, documents and other papers relating thereto and the books and records relating to Owner shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and copying by IHDA or its agent or representative at any time as IHDA reasonably requires.

(d) Financial Report. Within one hundred twenty (120) days following the end of each calendar year, in a manner prescribed by IHDA, Owner shall furnish IHDA with a complete annual financial report for the Development based upon an examination of the books and records of the Development, prepared in accordance with the requirements of IHDA, and certified to by Owner, at Owner's expense, by an Illinois licensed certified public accountant.

(e) Furnishing Information. At the request of IHDA, Owner shall furnish such reports, projections, certifications, budgets,

94296705

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

operating reports, tax returns and analyses as required pursuant to the rules and regulations of IHDA and the Trust Fund Act as amended from time to time, or by other applicable Federal, State and local statutes or requirements, and from time to time shall give specific answers to questions upon which information is desired in connection with Owner's income, assets, liabilities, contracts and operation, all relative to the Development, and the administration, operation, maintenance, occupancy, financial soundness and physical condition of the Development.

(f) Relocation Plan. Any temporary relocation or permanent displacement of Tenants of the Development shall occur only in accordance with the relocation plan as submitted by Borrower to, and approved by, IHDA (the "Relocation Plan"). Borrower shall be responsible for ensuring compliance with all contents of the Relocation Plan.

(g) Compliance with Certain Laws. In the rehabilitation of the Development, Owner shall comply with the provisions of the Environmental Barriers Act, 410 ILCS 25/1 et seq. (1992), the Illinois Accessibility Code, 71 Ill. Adm. Code 400 and the provisions of 47 Ill. Adm. Code 310, Subpart I, all as they may be amended or supplemented.

6. Non-Discrimination in Housing.

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

(b) Owner shall comply with all of the provisions of Paragraph 3805/13 of the Act, Paragraph 65/10 of the Trust Fund Act and all other provisions of Federal, State and local law relative to non-discrimination.

7. Violation of Agreement by Owner. Upon violation of any of the provisions of this Agreement by Owner, IHDA shall give written notice thereof to Owner, the Senior Lender (as defined in the Mortgage), as provided in Paragraph 17 hereof. If such violation is not corrected to the satisfaction of IHDA within thirty (30) days after the date such notice is mailed, or within such further time as IHDA in its sole discretion permits, IHDA may declare a default under this Agreement, effective on the date of such declaration of default, and upon such default IHDA may:

(a) Declare the whole of the indebtedness under the Note immediately due and payable and then proceed with the rights and remedies set forth in the Mortgage;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

(b) Subject to the rights of the Senior Lender, collect all rents and charges in connection with the operation of the Development and use such collections to pay Owner's obligations under this Agreement, the Note, the Mortgage and such other obligations of Owner in connection with the Development and the necessary expenses of preserving and operating the Development;

(c) Subject to the rights of the Senior Lender, take possession of the Development, bring any action necessary to enforce any rights of Owner growing out of the operation of the Development and operate the Development in accordance with the terms of this Agreement until such time as IHDA, in its sole discretion, determines that Owner 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 and Mortgage;

(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 IHDA arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain, Owner acknowledges and agrees that IHDA's remedies at law, in the event of a violation of this Agreement, would be inadequate to assure IHDA's public purpose under the Trust Fund Act; and/or

(e) Exercise such other rights or remedies as may be available to IHDA hereunder, at law or in equity.

IHDA's remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor preclude the exercise of IHDA's other remedies. No waiver by IHDA of any breach of this Agreement shall be deemed to be a waiver of any other breach or subsequent breach. The failure or delay of IHDA 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.

(a) In the event of a sale or other transfer of the Development, all of the duties, obligations, undertakings and liabilities of the transferor under the terms of this Agreement shall thereafter cease and terminate as to such transferor, except as to any acts or omissions or obligations to be paid or performed by such transferor that occurred prior to such sale or transfer; provided, however, as a condition precedent to the termination of the liability of the transferor hereunder, the

94296705

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

transferee of the Development (a "New Owner") shall assume, on the same terms and conditions as apply hereunder to the transferor, all of the duties and obligations of such transferor arising under this Agreement from and after such sale or transfer. Such assumption shall be in form and content acceptable to IHDA.

(b) Any New Owner shall be bound by the terms of this Agreement to the same extent and on the same terms as the present Owner is bound hereunder and shall execute an assumption of such obligation in form and content acceptable to IHDA as condition precedent to such party's admission as a New Owner; provided that any such New Owner shall not be obligated with respect to matters or events that occur or arise prior to such party's admission as a New Owner.

9. Definitions. "Very Low Income Household" means a single person, family or group of unrelated persons living together whose annualized adjusted income is less than or equal to fifty percent (50%) of the median income of the area of residence, adjusted for family size, as such annualized 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.

10. Term of Agreement/Covenants Running with Land. The covenants and agreements set forth in this Agreement shall be deemed to run with, bind and burden the Development, and shall be deemed to bind any New Owner and any other future owners of the Development and the holder of any legal, equitable or beneficial interest therein so long as the Note and Mortgage on the Development are outstanding and in effect, provided, however, that if the date of the cancellation of the Note and the release and discharge of the Mortgage (the "Release Date") is prior to the date the Note was originally scheduled to mature (the "Maturity Date"), the covenants and agreements set forth in Paragraphs 2, 3(a)-(f), 3(j), 5(a), 6, 7(d)-(e), 8(b) and 9-19 hereof (collectively, the "Continuing Obligations") shall remain in effect, and those shall remain in effect only for the period of time commencing on the Release Date and ending on the Maturity Date, irrespective of whether this Loan is prepaid voluntarily by Owner or tendered by any party following an acceleration by IHDA of the Mortgage or enforcement by it of any other of its remedies in connection with the Loan.

The Owner expressly acknowledges that it is giving its undertakings, covenants and agreements to induce IHDA to make the Loan and that, notwithstanding that the Loan may have been repaid prior to the Maturity Date, the Owner's undertaking to perform on an ongoing basis the Continuing Obligations is a condition precedent to the willingness of IHDA to make the Mortgage Loan.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

12. Execution of Conflicting Documents. Owner warrants that it has not, and shall not, execute any other agreement with provisions contradictory, or in opposition, to the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth in such other agreement and supersede any other requirements in conflict herewith; provided, however, that to the extent this Agreement conflicts with any provisions or requirements set forth in the Mortgage or the Note, the provisions or requirements of the Mortgage or the Note, as the case may be, shall prevail and control. The provisions of this Paragraph 12 shall not be deemed to be violated by the Senior Instruments (as defined in the Rider to the Mortgage).

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

14. Successors. Subject to the provisions of Paragraph 8 hereof, this Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest, and assigns, provided that Owner may not assign this Agreement or any of its obligations hereunder without the prior written approval of IHDA.

15. 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.

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

17. Notices. Any notice, demand, request or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing (at the addresses set forth below) by any of the following means: (a) personal service; (b) electronic communication, whether by telegram or telecopier, together with confirmation or receipt;

94296705

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

(c) overnight courier; or (d) registered or certified United States mail, postage prepaid. return receipt requested.

Owner: Rent Tech Property Management
23 W. 344 Armitage
Glen Ellyn, Illinois 60137
Attn: Gary and Carol Crytser

Fax: (708) 462-9402

IHDA: Illinois Housing Development
Authority
401 N. Michigan, Suite 900
Chicago, Illinois 60611
Attn: Legal Department

Fax: (312) 836-5215

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

18. 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 agreement.

* This Rider attached hereto is incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested on the day and year above first written.

OWNER:

RENT TECH PROPERTY MANAGEMENT

By: Gary Crytser
Gary Crytser

By: Carol Crytser
Carol Crytser

9/22/96
GHE
Crytser

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/15/2015

UNOFFICIAL COPY

**RIDER TO REGULATORY AND LAND USE RESTRICTION
AGREEMENT DATED FEBRUARY 14, 1994 BETWEEN
ILLINOIS HOUSING DEVELOPMENT AND GARY AND CAROL CRYTSE**

19. Notwithstanding any of the foregoing and the provisions of Paragraphs 8 and 14 hereof, if the Senior Mortgage, as defined in the Mortgage, shall be foreclosed or an assignment of the deed in lieu of foreclosure occurs, this Agreement and all covenants and agreements contained herein shall automatically terminate upon entry of a final, non-appealable order confirming the foreclosure sale and delivery of a deed to a purchaser at such a sale or upon delivery of an assignment of the deed in lieu of foreclosure, as the case may be; provided, however, that any such foreclosure or assignment described in this Paragraph 19 occurring prior to the regularly scheduled maturity of the Loan shall not terminate the covenants and restrictions contained herein if such foreclosure or assignment is part of an agreement between the Senior Lender, as defined in the Mortgage, and Borrower, a purpose of which is to terminate such covenants and restrictions. IHDA shall, upon written request of the purchaser at such a foreclosure sale or assignee of the deed in lieu of foreclosure, deliver a release of this Agreement in recordable form to such purchaser.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

94296705

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT
AUTHORITY

By:

Its:

Samela A. Lesane
Assistant Director

EXHIBITS

A: Legal Description of Real Estate

B: Affirmative Fair Marketing Plan

CLL1213793(297)BQ.RPT.(1)

Property of Cook County Clerk's Office

94296706

UNOFFICIAL COPY

Property of Cook County Clerk's Office

4-20-2024

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 PAMELA A. LENANE personally known to me to be the ASSISTANT DIRECTOR of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, 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 said instrument in her capacity as ASSISTANT DIRECTOR of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, as her free and voluntary act and deed and as the free and voluntary act and deed of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, in accordance with a resolution of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of

February, 1994
"OFFICIAL SEAL"
ELOISE MARE KONOPASEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/10/97

Eloise Marie Konopasek
Notary Public

My commission expires: 6/10/97

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 GARY CRYTSEK and CAROL CRYTSEK, each of whom are 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 acknowledged that they signed and delivered the said instrument as their free and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of February, 1994.

[Signature]
Notary Public

My commission expires: _____

"OFFICIAL SEAL"
W. M. SNOW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/17/97

34296705

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

PARCEL 1: LOT 27 IN BLOCK 2, IN THE LENZIE FIRST ADDITION TO HODGKINS, A SUBDIVISION IN THE WEST HALF OF THE SOUTH WEST QUARTER AND THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1925, AS DOCUMENT NO. 8973825, IN BOOK 209 OF PLATS, PAGE 32, IN COOK COUNTY, ILLINOIS.

4
PARCEL 2: LOT 28 IN BLOCK 2 IN THE LENZIE FIRST ADDITION TO HODGKINS, A SUBDIVISION IN THE WEST HALF OF THE SOUTH WEST QUARTER AND THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1925, AS DOCUMENT NO. 8973825 IN BOOK 209 OF PLATS, PAGE 32, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 9 IN BLOCK 3 IN THE LENZIE FIRST ADDITION TO HODGKINS, A SUBDIVISION IN THE WEST HALF OF THE SOUTH WEST QUARTER AND THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1925, AS DOCUMENT NO. 8973825, IN BOOK 209 OF PLATS, PAGE 32, IN COOK COUNTY, ILLINOIS.

1
PARCEL 4: LOT 8 IN BLOCK 3 IN THE LENZIE FIRST ADDITION TO HODGKINS, A SUBDIVISION IN THE WEST HALF OF THE SOUTH WEST QUARTER AND THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1925, AS DOCUMENT NO. 8973825, IN BOOK 209 OF PLATS, PAGE 32, IN COOK COUNTY, ILLINOIS.

94296705

COMMONLY KNOWN AS: 6027, 28, 29 & 30 Lenzi Avenue, Hodgkins, IL

UNOFFICIAL COPY

Property of Cook County Clerk's Office

EXHIBIT B

UNOFFICIAL COPY

HTF 11/19/92

ILLINOIS HOUSING TRUST FUND AFFIRMATIVE FAIR HOUSING MARKETING PLAN

*Complete Form and Submit To: Fair Housing Officer
Illinois Housing Development Authority
401 N. Michigan Avenue, Suite 900
Chicago, Illinois 60611*

I. INTRODUCTION

Each multifamily Trust Fund applicant must carry out an affirmative program to attract prospective tenants of all minority and non-minority groups to the housing that the applicant is providing. These groups include whites (non-Hispanic) and members of minority groups to include Blacks (non-Hispanic) American Indian, Alaskan Natives, Hispanic and Asian/Pacific Islanders.

II. APPLICATION AND PROJECT IDENTIFICATION

A. APPLICANT

Company Name RenTech Property Mgmt. Contact Person Gary or Carol Crytser
159 E. North Avenue, Suite 164, Glendale Heights, IL 60139
Address City State Zip
Telephone Number (708) 682-9409

B. MANAGING AGENT

Firm Name RenTech Property Mgmt. Contact Person Gary or Carol Crytser
159 E. North Avenue, Suite 164, Glendale Heights, IL 60139
Address City State Zip
Telephone Number (708) 682-9409

C. PROJECT

Name Lenzi Avenue Apartments - II
6027, 6028, 6029 and 6030 Lenzi Avenue, Hodgkins, IL 60139
Address City State Zip
County Cook Phone# (708) 682-9409 Census Tract 1,963

D. PROJECT DATA

Project or Application Number HTF# HIF-93297 #of Units 64
Rental Range of Units/From \$ 400.00 to \$ 490.00
Project Type: (Check one) Elderly _____ Family X Mixed _____
Approximate Starting Dates Advertising Immediately Occupancy 95%

94296703

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0000000000

UNOFFICIAL COPY

III. DIRECTION OF MARKETING ACTIVITY

Indicate below which group(s) in the housing market area is least likely to, because of its location and other factors, apply for the housing without special outreach efforts.

_____ White (non-Hispanic) _____ Black (non-Hispanic) _____ Hispanic
_____ American Indian/Alaskan Native _____ Asian/Pacific Islander

IV. MARKETING PROGRAM

A. COMMERCIAL MEDIA

Check the Media to be used in advertising the availability of this housing.

Newspaper(s)/Publication(s) _____ Radio _____ T.V. _____ Billboards

Other (specify) _____

The fair housing logo or slogan must be used in all newspaper ads and publications.

Names of Newspapers, Radio or T.V. Stations	Racial/Ethnic Identification Reader/Audience	Size or Duration of Advertising
<u>Suburban Life, LaGrange</u>	<u>Mixed</u>	<u>Approx. 3/4" Until Full Occupancy</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. COMMUNITY CONTACTS N/A

If applicant chooses to use community contact as part of their outreach program, it is understood that contact with the group/organization listed below will be established and maintained throughout initial marketing campaign subsequent marketing efforts. If more space is needed, attach an additional sheet.

1. Name of Group/Organization
2. City, State & Zip Code
3. Racial/Ethnic Identification
4. Approximate Date of Contact or Proposed Contact

Group I	Group II
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

94296705

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

V. ADDITIONAL MARKETING ACTIVITIES

A. BROCHURES, SIGNS, AND FAIR HOUSING POSTER:

- (1) Will brochures, leaflets, or handouts be used to advertise? _____ Yes X No
If yes, the fair housing logo must be used. Please attach a copy of brochure or submit when available.
- (2) Will there be a project site sign? X Yes _____ No
If yes, will a logotype be used? _____ Yes X No
If a logotype will be used, the fair housing logo of equal size must be used also.
- (3) Will the project have any of the following: Rental Office X Model Unit(s) _____
Other (specify) _____
In all areas checked, the Fair Housing Poster must be conspicuously displayed.

EXPERIENCE AND STAFF INSTRUCTIONS

- A. Have you had any experience in marketing housing to the group(s) identified above as least likely to apply to this project? X Yes _____ No
- B. Staff training is to include: Fair housing laws and regulations, Outreach and Affirmative Fair Housing Marketing Plan. Please indicate below how this is to be accomplished.

Owner will read the laws and regulations and train staff.

(Please notify of dates for outside training of these laws and regulations.) Gary Crytser has had training in Fair Housing Laws and regulations.

PROJECT OWNER Gary and Carol Crytser Owners
Name Gary W. Crytser Title
Carol J. Crytser 9/7/93
Signature Date

**MANAGING/
MARKETING AGENT** Gary and Carol Crytser Owners
Name Gary W. Crytser Title
Carol J. Crytser 9/7/93
Signature Date

APPROVED Daniel R. DeLong, Jr. Asst. Manager, Marketing & Research
Name Title
[Signature] 9/28/93
Signature Date

94296705

UNOFFICIAL COPY

Property of Cook County Clerk's Office