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 DECLARATION OF RESTRICTIVE COVENANTS AND REGULATORY

 AGREEMENT.

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FIRST AMERICAN TITLE INSURANCE CO

Order # CC 96173 FOUR of SIX

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DECLARATION OF RESTRICTIVE COVENANTS AND REGULATORY AGREEMENT

THIS DECLARATION OF RESTRICTIVE COVENANTS AND REGULATORY AGREEMENT (the "Regulatory Agreement") is made and entered into as of September 1, 1996, by and among the ILLINOIS DEVELOPMENT FINANCE AUTHORITY, a political subdivision, body politic and corporate duly organized and existing under the laws of the State of Illinois (the "Authority"), FIRSTAR TRUST COMPANY, duly organized and existing under the laws of the State of Wisconsin and authorized to accept and execute trusts of the type contemplated by the Indenture (as herein defined), with its corporate trust offices in Chicago, Illinois, (the "Trustee"), and VILLAGE OF OAK PARK RESIDENCE CORPORATION, a not-for-profit corporation organized and existing under the laws of the State of Illinois (the "Obligor").

WITNESSETH

WHEREAS, the Authority is a political subdivision, body politic and corporate, being a public instrumentality created by the Illinois Development Finance Authority Act, Public Act 76-1810 of the General Assembly of the State of Illinois (said Public Act as from time to time amended being hereinafter called the "Act"); and

WHEREAS, the Obligor, an Illinois not-for-profit corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, wishes to: (i) refinance certain existing debt; (ii) finance the rehabilitation of certain residential housing dwellings; and (iii) pay a portion of the cost of issuance of the Bonds, all constituting an "industrial project," as defined in the Act (the "Development"); and

WHEREAS, the Obligor has requested the Authority to finance the cost of the Development by the issuance of revenue bonds; and

This instrument prepared by
and mail to:

James L. Bebley
Carney & Brothers
30 North LaSalle Street
Suite 3100
Chicago, Illinois 60602



Address of Property:

See Exhibit A

Permanent Index

Numbers: See Exhibit A

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WHEREAS, the Authority has duly entered into a loan agreement (the "Loan Agreement") with the Obligor specifying the terms and conditions of such financing, the lending of the proceeds of its \$6,760,000 Variable Rate Demand Revenue Bonds, Series 1996 (Village of Oak Park Residence Corporation Project) (the "Bonds") to the Obligor for such purpose, and the repayment by the Obligor of such loan; and

WHEREAS, the Act provides that the Bonds shall be secured by a pledge of, and have a lien upon, the revenues and income derived pursuant to the Loan Agreement; and

WHEREAS, the Authority hereby finds and determines that the financing of the cost of the Development will further the purposes and provisions of the Act, and thus be for a public purpose; and

WHEREAS, the Authority is unwilling to provide Bond proceeds to finance the Development unless the Authority and the Trustee shall agree to enter into this Regulatory Agreement, in order to preserve the status of the Development as a "qualified residential rental project" under Section 142(d) of the Code (as defined herein) and the Treasury Regulations (as defined herein); and

WHEREAS, the Obligor will rent or lease or will hold available for rent or occupancy at least 20% of the dwelling units in the Development to individuals or families of lower income, as herein defined, all for the public purpose of assisting such individuals and families to afford the costs of decent, safe and sanitary dwellings; and

WHEREAS, the Code, and the Treasury Regulations promulgated with respect thereto prescribe that the financing, use and operation of the Development be restricted in certain respects and in order to ensure that the Development will be financed, used and operated in accordance with said Code, regulations, and rulings, the Authority, the Trustee and the Obligor have determined to enter into this Regulatory Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Authority, the Trustee and the Obligor hereby agree as follows:

SECTION 1. DEFINITIONS AND INTERPRETATION

Capitalized terms used herein and in the Exhibits hereto attached shall have the following meanings unless the context in which they are used clearly requires otherwise.

"Assignment" means the Assignment of Rents and Leases dated September 1, 1996 from Obligor to Firststar Bank Milwaukee, N.A.

"Authority" means the Illinois Development Finance Authority.

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"Bank" means Firststar Bank Milwaukee, N.A.

"Bond Counsel" means an attorney or firm of attorneys (selected by the Obligor and acceptable to the Authority and Trustee) experienced in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions.

"Bondholder" or "holder" or "owner of the Bonds" means the registered owner of any Bond as shown on the registration books maintained by the Trustee pursuant to the Indenture.

"Bonds" means any of all of the Bonds, as the case may be, of the Authority executed, authenticated and delivered under the Indenture.

"Certificate of Continuing Program Compliance" means the certificate in the form attached hereto as Exhibit "C" certifying as to the compliance by the Development with the provisions of this Regulatory Agreement.

"Certification of Termination Eligibility" means a certificate in the form of Exhibit "B" attached hereto.

"Code" means the Internal Revenue Code of 1986, as amended. Each citation to a section of the Code herein shall be deemed to include applicable regulations promulgated under such section.

"Development" means the Development Facilities and the Development Site as described on Exhibit A attached hereto.

"Development Facilities" means, with respect to the Development, the buildings, structures and other improvements constructed on the Development Site, and all equipment, fixtures and other property owned by the Obligor and located on or used in connection with, such buildings, structures and other improvements and all functionally related and subordinate facilities.

"Development Loan" means the loan made to the Obligor by the Authority with the proceeds of the Bonds as contemplated by the Loan Agreement.

"Development Loan Documents" means, collectively, the Loan Agreement, this Regulatory Agreement, the Assignment, the Mortgage and all other documents related to the Development Loan executed by the Obligor.

"Development Site" means the parcel of real property described in Exhibit "A" which is attached hereto, and incorporated by reference herein, and all rights and appurtenances thereunto appertaining.

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"Dwelling Units" means the units of multi-family residential rental housing comprising the Development.

"Event of Default" means a default in the performance or observance of any covenant, agreement or obligation of the Obligor set forth in this Regulatory Agreement.

"Indenture" means the Trust Indenture, dated as of September 1, 1996, between the Authority and the Trustee, pursuant to which the Bonds have been issued, as originally executed or as it may from time to time be supplemented, modified or amended by one or more supplemental indentures.

"Issue Date" means the date on which the Bonds are issued.

"Loan Agreement" means the Loan Agreement, dated as of September 1, 1996, between the Authority and the Obligor.

"Lower-Income Tenants" means and includes individuals and families of low or moderate income determined in a manner consistent with determinations (including adjustments for family size) of lower-income families under Section 8 of the United States Housing Act of 1937, as amended, except that the percentage of median gross income which qualifies as low or moderate income shall not exceed 50%. Occupants of a Dwelling Unit are considered individuals or families of low or moderate income only if their adjusted income (computed in the manner prescribed in Section 1.167(k)-3(b)(3) of the Treasury Regulations) does not exceed 50% of the median gross income for the area. Notwithstanding the foregoing, the occupants of a Dwelling Unit shall not be considered to be of low or moderate income if all the occupants are students (as defined in section 151(c)(4) of the Code), and no one of whom is entitled to file a joint return under Section 6013 of the Code.

"Mortgage" means the Mortgage dated as of September 1, 1996 from the Obligor to the Bank.

"Qualified Development Period" means the period beginning on the first day on which ten percent (10%) of the Dwelling Units in the Development were occupied and ending on the later of (i) the date which is fifteen (15) years after the date the Bonds are issued; (ii) the first day on which no tax-exempt private activity bond issued with respect to the Development is outstanding; or (iii) the date on which any assistance provided with respect to the Development under Section 8 of the United States Housing Act of 1937 terminates.

"Regulatory Agreement" means this Declaration of Restrictive Covenants and Regulatory Agreement, dated as of September 1, 1996, among the Authority, the Trustee and the Obligor, as amended.

"State" means the State of Illinois.

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"Treasury Regulations" means the regulations of the Department of Treasury, Internal Revenue Service under Section 103 of the Code as applicable to Section 142(d) of the Code.

"Trustee" means the trustee serving as such under the Indenture.

Such capitalized terms as are not defined herein shall have the meanings ascribed to them in the Indenture.

Unless the context clearly requires otherwise, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number and vice versa, when appropriate. All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Regulatory Agreement and to sustain the validity hereof.

The titles and headings of the sections of this Regulatory Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this document or any provision hereof or in ascertaining intent, if any question of intent shall arise.

SECTION 2. ACQUISITION, REFINANCING AND REHABILITATION OF THE DEVELOPMENT

The Obligor hereby represents, warrants and covenants as follows:

A. The Development will be acquired, refinanced and rehabilitated as provided in the Development Loan Documents.

B. The Obligor will not take or omit to take, as is applicable, any action if such action or omission would in any way cause the proceeds from the sale of the Bonds to be applied in a manner contrary to the requirements of this Regulatory Agreement.

SECTION 3. RESIDENTIAL RENTAL PROPERTY

The Obligor hereby agrees that the Development is to be acquired, refinanced, rehabilitated, owned, managed and operated as a "qualified residential rental project" as such phrase is defined in Section 142(d) of the Code on a continuous basis during the Qualified Development Period. To that end, the Obligor hereby agrees, represents, warrants and covenants as follows:

A. The Development will be operated for the purpose of providing multi-family rental housing and the Obligor shall own, manage and operate (or cause the management and operation of) the Development as a project to provide multi-family rental housing

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comprised of a building or structure or several interrelated buildings or structures, each consisting of more than one dwelling unit and facilities functionally related and subordinate thereto, and no other facilities, all in accordance with Section 142(d) of the Code and Treasury Regulations Section 1.103-8(b), as the same may be amended from time to time. As used herein, facilities functionally related and subordinate to the Development shall include facilities for use by the tenants, including, for example, swimming pools, other recreational facilities, parking areas, and other facilities which are reasonably required for the Development, for example, heating and cooling equipment, trash disposal equipment or units for resident managers or maintenance personnel.

B. All of the Dwelling Units in the Development were and are similarly constructed, and each Dwelling Unit in the Development does and will contain facilities for living, sleeping, eating, cooking and sanitation for a single person or a family which are complete, separate and distinct from other Dwelling Units in the Development and does and will include a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

C. The Obligor will not permit any of the Dwelling Units in the Development to be used on a transient basis and will not rent any of the Dwelling Units for a period of less than thirty (30) consecutive days and none of the Dwelling Units in the Development will at any time be leased or rented for use as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home, trailer court or park or place of business.

D. No part of the Development will at any time be owned or used by a cooperative housing corporation (as defined in Section 216(b)(1) of the Code).

E. That (i) each Dwelling Unit in the Development will be rented or available for rental on a continuous basis to members of the general public for the Qualified Development Period; (ii) that the Dwelling Units in the Development shall be leased and rented or made available for rental on a continuous basis to Lower Income Tenants, as provided herein; and (iii) the Obligor shall not give preference in renting Dwelling Units in the Development to any particular class or group of persons, other than Lower Income Tenants as provided herein,

F. That the Dwelling Units in the Development shall be leased and rented to members of the general public in compliance with the Treasury Regulations and this Regulatory Agreement;

G. That the Project consists of one or more discrete edifices and other man-made construction, each consisting of an independent foundation, outer walls and roof, all of which will be (i) owned by the same person for federal tax purposes; (ii)

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located on a common tract of land or two or more parcels of land which are contiguous except for being separated only by a road, street, stream or on a similar property; and (iii) financed pursuant to a common plan of financing, and which will consist entirely of:

(i) Units which are similar in quality and type of construction and amenities but not necessarily similar in size; and

(ii) Property functionally related and subordinate in purpose and size to property described in A above, e.g., parking areas, garages, laundries, swimming pools, tennis courts and other recreational facilities (none of which may be unavailable to any person because such person is a Lower-Income Tenant), and other facilities which are reasonably required for the Development, e.g., heating and cooling equipment, trash disposal equipment or units for residential managers or maintenance personnel;

H. That no portion of the Development shall be used to provide any health club facility, any facility primarily used for gambling or any store the principal business of which is the sale of alcoholic beverages for consumption off premises;

I. That the Development will not include a Dwelling Unit in a building where all Dwelling Units in such building are not also included in the Development;

J. That the Obligor will not convert the Development to condominium ownership; and

K. That no Dwelling Unit in the Development shall be occupied by the Obligor at any time unless the Obligor resides in a Dwelling Unit in a building or structure which contains at least five Dwelling Units and unless the resident of such Dwelling Unit is a resident manager or other necessary employee (e.g., maintenance and security personnel).

Subject to the provisions of Section 12 hereof, unless the provisions of this Section 3 are amended as permitted under Section 17 hereof, the provisions of this Section shall remain in effect during the Qualified Development Period; provided, however, that after payment in full of the Bonds or upon the sale of the Development, the Obligor may be discharged from its obligations under this Section 3 to the extent that the same are assumed by any successor in interest to the Obligor.

SECTION 4. LOWER-INCOME TENANTS

In order to satisfy the requirements of Section 142(d) of the Code, the Obligor hereby represents, covenants and agrees that, during the Qualified Development Period:

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(a) At least 20% of the Dwelling Units in such Development will be maintained for occupancy by Lower-Income Tenants (unless, in the opinion of Bond Counsel, designation of a lower percentage of units for occupancy by Lower-Income Tenants will not adversely affect the exemption from federal income taxation of interest on the Bonds, provided, however, that the Dwelling Units so designated shall have substantially the same equipment and amenities (not including luxury amenities such as fireplaces) as the other Dwelling Units in the Development (such Dwelling Units under this paragraph are hereinafter referred to as "Lower Income Units"); for the purpose of complying with this requirement, a Dwelling Unit occupied by an individual or family who at the commencement of the occupancy qualifies as a Lower-Income Tenant is treated as occupied by such an individual or family during their tenancy in such Dwelling Unit, even though they subsequently cease to be of low or moderate income unless (i) the income of such family or individual exceeds 140% of the income of a Lower-Income Tenant and (ii) prior to the delivery of the next annual report pursuant to Section 5 below a Dwelling Unit of comparable or smaller size is occupied by a new tenant whose income exceeds that of a Lower-Income Tenant; moreover, if a Dwelling Unit is vacated by an individual or family who qualified as Lower-Income Tenants, such Dwelling Unit shall be treated as occupied by Lower-Income Tenants until reoccupied, other than for a temporary period of not more than 31 days, at which time the character of the Dwelling Unit shall be redetermined.

(b) The Obligor will obtain and maintain on file a sworn, notarized Certification of Tenant Eligibility from each Lower-Income Tenant residing in the Development, dated immediately prior to the date of issue of the Bonds or, if later, the initial occupancy of such Lower-Income Tenant in the Development, in the form and manner as may be required by applicable rules, regulations or policies now or hereof promulgated by the Department of the Treasury or the Internal Revenue Service with respect to obligations issued under Section 142(d) of the Code, including (without limitation) Income Verifications and Certifications of Tenant Eligibility (attached hereto as Exhibit B), which are subject to independent investigation and verification by the Authority, the Bank and the Trustee and which shall be submitted to the Authority, the Bank and the Trustee as set forth in (d) below.

(c) The Obligor will permit any duly authorized representative of the Authority, the Bank, the Trustee, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Obligor pertaining to the incomes of Lower-Income Tenants residing in the Development upon reasonable notice and at reasonable times.

(d) The Obligor will immediately notify the Authority, the Bank and the Trustee if at any time the Dwelling Units in the Development are not occupied or available for occupancy as provided above, and the Obligor will prepare and submit to the Authority, the Bank and the Trustee, not later than the last day of each calendar

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quarter following the first anniversary of the issue date of the Bonds, a Certificate of Continuing Program Compliance (the form of which is attached hereto as Exhibit C) executed by the Obligor stating the number of Dwelling Units of the Development which, as of the first day of such quarter, were occupied by Lower-Income Tenants (or were deemed to be occupied by Lower-Income Tenants as provided in subparagraph (a) above for all or part of such period), together with copies of Certifications of Tenant Eligibility collected by the Obligor and not previously submitted.

(e) The Obligor will obtain and maintain on file, with respect to each Lower-Income Tenant residing in the Development, evidence reasonably satisfactory to the Trustee and the Authority as to such Lower-Income Tenant's income for the taxable year immediately preceding such Lower-Income Tenant's initial occupancy in the Development, which may include OMB Form No. 2502-0204, "Certification and Re-Certification of Tenant Eligibility."

(f) The Obligor will not convert the Development, in whole or in part, to condominium or cooperative ownership during the Qualified Development Period.

(g) The Obligor covenants and warrants that, within a period not to exceed one year from the date of issue of the Bonds, a number of Dwelling Units equal to the number of units which were vacant as of the date of issue of the Bonds will be leased to persons qualifying as Lower-Income Tenants.

(h) The Obligor covenants to actively market any vacant units to Lower-Income Tenants in order to comply with this Regulatory Agreement.

SECTION 5. ANNUAL REPORTS

The Obligor covenants and agrees to prepare and submit to the Authority and the Trustee within thirty (30) days after each anniversary of the issue date of the Bonds, a report certified to be accurate by the Obligor (a) identifying the tenancies and the dates of occupancy (or vacancy) for all Dwelling Units including the percentage of the Dwelling Units which were occupied by Lower-Income Tenants (or held vacant and available for occupancy by Lower-Income Tenants as provided in subparagraph (a) of Section 4 above) at all times during the year preceding the date of such certificate, (b) describing all transfers or other changes in ownership of the Development or any interest therein and (c) stating that all Dwelling Units were rented or available for rental on a continuous basis during such year to members of the general public and that the Obligor was not otherwise in default under this Regulatory Agreement during such year.

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Upon timely receipt of documents to be provided under this Section 5, the Trustee shall be entitled, without further review, to assume compliance by the Obligor with this Section 5, unless otherwise specifically notified in writing of non-compliance.

In addition, a copy of the annual report shall be submitted to the Internal Revenue Service. In any event the Obligor covenants to comply with the provisions of Section 142(d)(7) of the Code.

SECTION 6. AGREEMENT TO RECORD

The Obligor hereby represents, warrants and covenants that it will cause this Regulatory Agreement to be recorded in the real property records of the Recorder of Deeds of Cook County, Illinois, and in such other places as the Authority or the Trustee may reasonably request. The Obligor shall pay all fees and charges incurred in connection with any such recording.

SECTION 7. RECOURSE PROVISIONS

In any suit, action or proceeding commenced to enforce the obligations of the Obligor created or arising hereunder, the judgment shall be enforceable personally against the Obligor or its respective successors or assigns. The foregoing provisions shall not limit or otherwise affect in any way any separate written guaranty or any separate written indemnity agreement executed and delivered by any person in connection with the transactions contemplated by the Development Loan Documents. Nothing in this Regulatory Agreement shall preclude the Authority, the Trustee, the Bank, the paying agent, registrar or tender agent from proceeding directly against the Obligor in connection with the obligation of the Obligor for payment of fees, reimbursement of expenses or to indemnify the Authority, the Trustee, the Bank, the paying agent, registrar or tender agent under the Development Loan Documents and this Regulatory Agreement.

SECTION 8. CONSIDERATION

The Authority has issued the Bonds to obtain moneys to finance the acquisition, renovation, and refinancing of the Development. In consideration of the issuance of the Bonds by the Authority, the Authority, the Trustee and the Obligor have entered into this Regulatory Agreement and have agreed to restrict the uses to which this Development can be put for the term hereof.

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SECTION 9. RELIANCE

The Authority, the Trustee and the Obligor hereby recognize and agree that the representations and covenants set forth herein may be relied upon by the Trustee, the Authority, the Bank and the Obligor. In performing their duties and obligations hereunder, the Authority and the Trustee may rely upon statements and certificates of the Obligor and Lower-Income Tenants, and upon audits of the books and records of the Obligor pertaining to occupancy and rental of the Development. In performing its duties hereunder, the Obligor may rely on the Certificates of Tenant Eligibility and any verifications in support thereof unless the Obligor has actual knowledge that such certificates or verifications are inaccurate. In addition, the Authority, the Trustee, the Bank and the Obligor may consult with Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Authority, the Trustee, the Bank or the Obligor hereunder in good faith and in conformity with such opinion. In determining whether any default or lack of compliance by the Obligor exists under this Regulatory Agreement, neither the Trustee nor the Authority shall be required to conduct any investigation into or review of the operations or records of the Obligor and may rely solely on any notice or certificate delivered to the Trustee or the Authority by the Obligor, the Authority or the Bank with respect to the occurrence or absence of a default.

SECTION 10. DEVELOPMENT WITHIN THE BOUNDARIES OF THE AUTHORITY

The Obligor hereby represents and warrants that the Development is located entirely within the territorial boundaries of the Authority.

SECTION 11. SALE OR TRANSFER OF THE DEVELOPMENT

Except for transfers pursuant to the Mortgage and except as may be specifically permitted under the Indenture and the Loan Agreement, the Obligor hereby covenants and agrees not to sell, transfer or otherwise dispose of the Development or any portion thereof (other than for individual tenant use as contemplated hereunder), without obtaining the prior written consent of the Authority, the Bank and the Trustee, which shall be granted upon (i) receipt by the Authority of reasonable evidence satisfactory to the Authority that the Obligor's purchaser or transferee has assumed in writing and in full, and is reasonably capable of performing and complying with, the Obligor's duties and obligations under this Regulatory Agreement and (ii) receipt by the Authority, the Bank and the Trustee of an opinion of counsel of the transferee that the transferee has duly assumed the obligations of the Obligor under this Regulatory Agreement and that such obligations and this Regulatory Agreement are legal, valid and binding obligations of the transferee, (iii) receipt by the Authority, the Bank and the Trustee of a certificate of a Obligor Representative to the effect that no default has occurred and is continuing under this

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Regulatory Agreement or the Loan Agreement, (iv) evidence that all fees due the Authority, the Bank and the Trustee under the Loan Agreement are current, (v) receipt by the Authority, the Bank and the Trustee of an opinion of Bond Counsel that such purchase or transfer will not cause interest on the Bonds to become includable in gross income for federal income tax purposes, and (vi) written approval of the holders of at least 66 2/3% in the aggregate principal amount of the Bonds then outstanding. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Development in violation of this section shall be null, void and without effect, shall cause a reversion of title to the Obligor, and shall be ineffective to relieve the Obligor of its obligations under this Regulatory Agreement. Nothing contained in this section shall affect any provision of any other document or instrument between the Obligor and the Authority, the Bank or the Trustee which requires the Obligor to obtain the consent of the Authority, the Bank or the Trustee as a precondition to sale, transfer or other disposition of the Development or which gives the Authority, the Bank or the Trustee the right to accelerate the maturity of the Development Loan, or to take some other similar action with respect to the Development Loan or the Indenture upon the sale, transfer or other disposition of the Development.

SECTION 12. TERM

This Regulatory Agreement shall become effective upon its execution and delivery. This Regulatory Agreement shall remain in full force and effect for a term and period equal to the Qualified Development Period, it being expressly agreed and understood that the provisions hereof are intended to survive the retirement of the Bonds, the Development Loan, the satisfaction of the obligation of the Obligor under the Reimbursement Agreement and the Mortgage. The terms of this Regulatory Agreement to the contrary notwithstanding, this Regulatory Agreement, and all and several of the terms hereof, shall terminate and be of no further force and effect in the event of (i)(a) a foreclosure by the Trustee or the Bank of the lien of the Mortgage, or delivery of a deed in lieu of foreclosure, pursuant to which the Trustee or the Bank, or a purchaser or transferee pursuant to such foreclosure, shall take possession of the Development or (i)(b) involuntary noncompliance with the provisions of this Regulatory Agreement caused by fire, seizure, or requisition, or change in a Federal law or an action of a Federal agency after the date hereof which prevents the enforcement of the provisions hereof, or condemnation or similar event and (ii) the payment in full and retirement of the Bonds within a reasonable period thereafter; provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained herein shall be reinstated if, at any time subsequent to the termination of such provisions as the result of the foreclosure of the lien of the Mortgage or the delivery of a deed in lieu of foreclosure or a similar event, the Obligor or any "related person" (within the meaning of Section 147(a)(2) of the Code) obtains an ownership interest in the Development for Federal income tax purposes. Upon the termination of all and several of the terms of this Regulatory Agreement, the parties hereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms hereof; provided,

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however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Regulatory Agreement in accordance with its terms.

SECTION 13. UNIFORMITY; COMMON PLAN

The covenants, reservations and restrictions hereof shall apply uniformly to the entire Development in order to establish and carry out a common plan for the use, development and improvement of the Development Site.

SECTION 14. NONCOMPLIANCE; ENFORCEMENT

Except in regard to Section 4(g) hereof, the failure of the Obligor to comply with any of the provisions set forth in Section 4 hereof during the Qualified Development Period shall not be deemed to be a violation of this Agreement so long as, within a reasonable period not to exceed one year, the Obligor takes whatever action may be necessary to correct such noncompliance.

If the Obligor defaults in the performance or observance of any covenant, agreement or obligation of the Obligor set forth in this Regulatory Agreement or in any of the other Loan Documents, then the Trustee, acting on its own behalf, as Trustee under the Indenture, or the Bondholders acting under Section 8.02 of the Indenture, may take any one or more of the following steps:

A. By mandamus or other suit, action or proceeding at law or in equity, require the Obligor to perform its obligations under this Regulatory Agreement, or enjoin any acts or things which may be unlawful or in violation of the rights of the Authority or the Trustee hereunder.

B. Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of the Obligor under this Regulatory Agreement.

For so long as the Bonds are Outstanding, the rights of the Authority in this Regulatory Agreement will be assigned as security to the Trustee and shall be enforceable by the Trustee in accordance with its terms and the terms of the Indenture.

No breach of this Regulatory Agreement will defeat, render invalid or impair the lien of the Mortgage.

SECTION 15. ESTOPPEL CERTIFICATE

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The Trustee agrees, upon the request of the Obligor or its successor in interest or the Bank, to promptly execute and deliver to the Obligor or its successor in interest or to any potential or actual purchaser, mortgagor or encumbrancer of the Development, a written certificate stating, if the same be true, that the Trustee has no knowledge of any violation or default of the Obligor of any of its covenants hereunder, or if there are such violations or defaults, the nature of the same.

SECTION 16. GOVERNING LAW

This Regulatory Agreement shall be governed by the laws of the State of Illinois, except to the extent such laws conflict with the laws of the United States.

SECTION 17. AMENDMENTS

This Regulatory Agreement shall be amended only by a written instrument executed by the parties hereto or their successors and consented to by the holders of at least 66 2/3% in the aggregate principal amount of the Bonds then outstanding and duly recorded in the real property records the Recorder of Deeds of Cook County, Illinois.

SECTION 18. NOTICE

Any notice required to be given hereunder shall be given by personal delivery, overnight, 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 parties hereto:

The Authority:	Illinois Development Finance Authority
The Trustee:	Firststar Trust Company
The Obligor:	Village of Oak Park Residence Corporation

SECTION 19. SEVERABILITY

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

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SECTION 20. MULTIPLE COUNTERPARTS

This Regulatory Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

SECTION 21. LIMITED LIABILITY

The Bonds are special, limited obligations of the Authority, payable solely from and secured by (i) amounts paid by the Obligor under the Loan Agreement, (ii) an assignment of all of the Authority's rights (except for certain limited rights of the Authority) under the Loan Agreement and (iii) a pledge of and security interest in all moneys and investments held by the Trustee under the Indenture, including any moneys representing earnings or moneys held under the Indenture. The Bonds are limited obligations of the Authority and are not a debt, nor a pledge of the full faith and credit or the taxing power of the Authority, the State of Illinois or any of its political subdivisions, and neither are they liable on the Bonds nor are the Bonds payable out of any funds or properties other than those pledged for the payment thereof.

SECTION 22. THE TRUSTEE

The Trustee shall act as specifically provided herein and in the Indenture. The Trustee may act as the agent of and on behalf of the Authority when requested in writing to do so and any act required to be performed by the Authority as herein provided shall be deemed taken if such act is performed by the Trustee. The Trustee is entering into this Regulatory Agreement solely in its capacity as Trustee under the Indenture and the duties, powers and liabilities of the Trustee in acting hereunder shall be subject to the provisions of the Indenture, including, without limitation, the provisions of Article IX thereof.

SECTION 23. INDEMNIFICATION

The Obligor hereby indemnifies, and agrees to defend and hold harmless, the Authority, its officials, officers, employees and agents, the Bondholders and the Trustee from and against all liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and actual out of pocket expenses incurred), causes of action, suits, allegations, claims, demands and judgments arising from the consequences of a legal or administrative proceeding or action brought against any of them on account of any failure by the Obligor to comply with the terms of this Regulatory Agreement, or on account of any representation or warranty of the Obligor contained herein being untrue in any material respect.

SECTION 24. ATTORNEY'S FEES

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In case any action at law or in equity, including an action for declaratory relief, is brought against the Obligor to enforce the provisions of this Regulatory Agreement, the Obligor agrees to pay reasonable attorney's fees and other reasonable expenses incurred by the Authority, the Bank and the Trustee in connection with such action.

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IN WITNESS WHEREOF, the Issuer, the Trustee and the Obligor have executed this Regulatory Agreement by duly authorized representatives, all on the date first above written.

ILLINOIS DEVELOPMENT FINANCE AUTHORITY

By: [Signature]
Executive Director

(SEAL)

Attest:

By: [Signature]
Secretary

FIRSTAR TRUST COMPANY, as Trustee

By: [Signature] Gene M. Ploeger
Its: VICE PRESIDENT

(SEAL)

Attest:

By: [Signature] AMY E. NOLDE
Its: ASSISTANT SECRETARY

VILLAGE OF OAK PARK RESIDENCE CORPORATION

By: [Signature]
President

(SEAL)

Attest:

By: [Signature]
Its: _____

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NOTARIAL RECORD

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

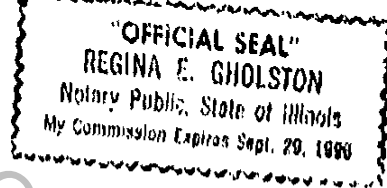
I, Regina E. Gholston, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Wayne L. Pierce, Vice President of Village of Oak Park Residence Corporation, an Illinois not-for-profit corporation and Marjorie H. Greenwald, Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of September, 1996

Regina E. Gholston

Notary Public

My commission expires September 29, 1996



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CHRISTY D. WEAVER, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Bobby J. Wilkerson and Stephen F. Welcome of the Illinois Development Finance Authority, a political subdivision body politic and corporate organized and existing under the Constitution and laws of the State of Illinois who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Executive Director and such Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of September 1996.




Notary Public

County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT SITE

10-11-2011 10:00 AM

Property of Cook County Clerk's Office

FILED IN PUBLIC PARKS REGULATORY

A-1

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EXHIBIT A

LEGAL DESCRIPTION

LOCK 12 IN BLOCK 1 IN HOOKERS SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-07-307-034-0000

PROPERTY ADDRESS: 1100 N. AUSTIN, OAK PARK, ILLINOIS

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