

Public Notice

In accordance with the Statutes of the State of Illinois and the Ordinances of the City of Highland Park, a **Regular Meeting** of the City of Highland Park Housing Commission, the Peers Housing Association, Walnut Housing Association, Ravinia Housing Association and Sunset Woods Association will be held at the hour of **6:30 P.M. on Wednesday, September 7, 2016 at City Hall, 1707 St. Johns Avenue, Highland Park, Illinois.** The Meeting will be held in the **Pre-Session Room** on the second floor.

City of Highland Park
Housing Commission
Wednesday, September 7, 2016, at 6:30 p.m.
AGENDA

- I. **Call to order**
- II. **Roll Call**
- III. **Business from the Public (Citizens Wishing to Be Heard Regarding Items not Listed on the Agenda)**
- IV. **Approval of Minutes – August 3, 2016**
- V. **Scheduled Business**
 1. Items for Omnibus Vote Consideration
 - Payment of Invoices
 - Ratification of Payments
 2. Housing Commission Peers, Walnut, Ravinia, and Sunset Woods
 - Consideration of August Management Reports for Peers, Walnut, and Ravinia
 - Sunset Woods Financials from HODC
 - Housing Trust Fund financials
 - Update on the Peers window and air conditioning project
 - Update on Peers pipe construction
 - Sunset Woods:
 - Sunset Woods Audit
 - Other Sunset Woods Business
 3. Update on Owner Intent to Sell Inclusionary Housing Unit – 851 Laurel
 4. Update on CPAH Scattered Site and Operating Grants
 5. Update on Inclusionary Housing Task Force
 6. Update on Land Use Restriction Amendment – Lake County

***Housing Commission Agenda
September 7, 2016***

7. Update on development proposals
 - Ravinia
 - Laurel Courts
8. Update on Preliminary Draft Housing Commission and Housing Trust Fund budgets
9. 2017 Work Plan Review

VI. Executive Session for Matters relating to Real Estate Acquisition, Litigation, and Personnel Matters

VII. Other Business

VIII. Adjournment

DRAFT

**MINUTES OF A REGULAR MEETING OF THE
HOUSING COMMISSION OF THE CITY OF HIGHLAND PARK, ILLINOIS**

MEETING DATE: Wednesday August 3, 2016

MEETING LOCATION: Pre-Session Room, City Hall,
1707 St. Johns Avenue, Highland Park, IL

I. CALL TO ORDER

At 6:30 p.m., Chair Charles Adler called to order the regular meeting of the Highland Park Housing Commission, the Peers Housing Association, the Ravinia Housing Association, the Walnut Housing Association, and the Sunset Woods Association. Each of the Commissioners also serves as Directors of each of the Housing Associations. The Chair asked Ms. Later to call the roll.

II. ROLL CALL

Commissioners Present: Charles Adler, Joseph Adler, Laura Saret, David Meek

Commissioners Absent: Doug Ross, Mary Kaltman, Lisa Oldman

Student Representative Absent: Jack Foster

Student Representative Absent: Claire Powell

Chair Adler declared that there was a quorum.

Council Liaison Absent: Michelle L. Holleman

Staff Liaison Present: Senior Planner Charmain Later

III. BUSINESS FROM THE PUBLIC (Citizens Wishing to be Heard Regarding Items not Listed on the Agenda)

There was no business from the public.

IV. APPROVAL OF MINUTES

Regular Meeting July 6, 2016 and June 1, 2016

Commissioner Meek moved approval of the minutes of the regular meeting of the Housing Commission, the Peers Housing Association, the Ravinia Housing Association, the Walnut Housing Association, and the Sunset Woods Association held on June 1, 2016 and the notice of cancellation for the July 6 meeting. Commissioner Adler seconded the motion.

On a voice vote, Chair Adler declared that the motion passed unanimously.

V. SCHEDULED BUSINESS

1. Items for Omnibus Vote Consideration

- Payment of Invoices:
None.
- Ratification of Payment:
 - 2016 Annual Report for Walnut Housing Association - \$10
 - 2016 Annual Report for Sunset Woods Association - \$10
 - Sunset Woods Attorney General Report Extension - \$15
 - Peers Housing Association Land Trust Extension -\$50

Commissioner Meek made a motion to approve. Commissioner Adler seconded and the motion passed.

2. Housing Commission Peers, Walnut, Ravinia, and Sunset Woods

- Consideration of Reports for June and July Management Reports for Peers, Walnut, and Ravinia

Ms. Later went over the June and July reports from Evergreen and the financial reports from HODC for Sunset Woods. Commissioner Saret asked what was unique about the floor plan for the vacant unit at Walnut Place. Commissioner Meek said he remembered that there was a unit that had an L-shape and it was located near the front entryway on the first floor. Commissioner Saret asked if someone took this apartment to get into the building and another unit became available could they take it or would they have to go on the waitlist. The group agreed that they could move from one unit to another without having to return to the waitlist. Commissioner Meek asked about the number of times a person on the waitlist can refuse a unit. Ms. Later said she thought it was two times before the person would then have to move to the end of the waitlist.

Commissioner Meek said he thought the reports were routine. Chairman Adler asked about the pipe clog at Peers. Ms. Later said Evergreen was still collecting information on the work to be done. Chair Adler asked if the rain had caused any issues. Ms. Later said she thought the pipes were sanitary and not storm water pipes. Chair Adler asked if Ravinia had created bid documents yet. Ms. Later said that she had asked but had not received anything yet. Chair Adler said that when Ms. Smith brought the issue to the Commission in June, it was interpreted as an emergency. Ms. Later said that when it was brought to the Commission, the severity of the problem had not yet been established. She said she would gather more information for the next meeting.

Commissioner Saret asked about the REAC inspection that was being prepared for and why doesn't Evergreen do the needed repairs ongoing. Commissioner Meek stated because they had a shorter time to prepare because some of the maintenance items are done on a calendar annual basis. Therefore some the items were repairs that were scheduled to be done but after the inspection. It is regular maintenance items but had to be done earlier than planned and there were items we wanted to score high on.

Chair Adler asked about the rental registration fee waiver. Ms. Later said she would ask the Community Development Director if it could be a simple request from the Housing Commission

or if it would have to go through City Council. Chairman Adler asked if we know how much the fees are. Commissioner Meek and Ms. Later said they thought they were nominal. Chairman Adler asked if the Commission wanted to request a waiver. Commissioner Meek said he thought it may cost more in staff and attorney time than the actual cost of the fee. Ms. Later said she would find out more details on the amounts and how they could be waived.

Report: Update on laundry equipment

Ms. Later said that she included a copy of the laundry service contract in the packet for the Commission to review. She added that per the Evergreen monthly management report, the new card machines were going to be installed at Peers. Chairman Adler noted that the agreement is from 1999. Ms. Later said it appears that the agreement has just been on an automatic five year renewal basis. Chairman Adler pointed out it is actually a lease for space within the building. Chairman Adler said we should confirm if the public liability coverage they have is up to present standards. Chairman Adler asked if we get a copy of their insurance. He suggested that we compare our insurance coverage with B&B's to ensure proper coverage and coordination. Commissioner Adler said the lease was with the Highland Park Housing Association and not Evergreen directly. Commissioner Meek said the notification of lease term was August 1st and we just missed it. Chairman Adler said the date should be calendared in so we are ready for the next renewal. Chairman Adler said we should start reviewing the terms in January. Commissioner Meek said according to item 13 in the lease, the Commission can notify an intention not to renew the lease up to 90 days prior to when the lease is to be renewed. The Commission does not have to wait until the next time it is up for renewal and can act now if it wants to. Chairman Adler said we should calendar this item for discussion in January of 2019. Commissioner Saret said there was nothing in the agreement about the new card system and Chairman Adler added that there is nothing regarding the quality of service and machines being provided.

Chairman Adler stated that clearly this agreement was a casual and informal agreement but not a legal document. He asked if the Commission wanted to move toward a more formal arrangement. Commissioner Adler said that since there have been no complaints over the years that they must be servicing us well. Chairman Adler agreed but in 2019 the Commission may want to have a more formal agreement or they may be okay with an informal agreement. Commissioner Adler said he was a little uncomfortable with the casualness of the agreement but it has worked. He agreed that it should be calendared in 2019 for further discussion. The Evergreen management reports stated that they will extend the contract for two years after the card reading machines are installed. Commissioner Saret asked why Evergreen was signing the agreement if the contract is with the Highland Park Housing Association. Chairman Adler said we should get a clearer understanding of the agreement. He said the Commission is not there to run the buildings but suggested that if the contract is going to be changed, it should be looked at by attorneys. Commissioner Meek said it is a maintenance agreement and does it really need to go before the attorneys. He asked if it would be covered under their retainer. He said he was trying to keep this in perspective and that we were talking about several washing machines. He thought the insurance companies could review for liability. Commissioner Adler asked if it was just for one building and we should find out how the laundry is being handled in the other buildings. Ms. Later said she could ask Evergreen about the liability coverage stated in item 7 of agreement and could ask for a copy of B&B's insurance policy. Chairman Adler said that it would be good to know if their policy has exclusions in it that may be adverse to the Association. He reiterated if we are going to change the contract it would be run by the attorneys. Commissioner Saret said there was nothing in the agreement that covered what would happen if

damage to the building was caused by their machines. Ms. Later said these were all very good points and she would contact Evergreen with these concerns and ask for a copy of B&B's insurance policy. In response to a concern of Commissioner Adler, she would also find out who provides laundry services to the other housing developments.

Report: Update on Peers window and air-conditioning project

Ms. Later reported that progress has been made on the bid documents. She reported that Holland & Knight has reviewed the documents and provided their comments. The Community Development Building Department and Evergreen have also reviewed the documents and provided comments. Ms. Later said she is in the process of assembling the comments and will forward them to the architect for bid document revisions. She said that H&K and she both thought the bid documents should be coming to the City and not Evergreen so that the City's bid opening process is done appropriately and the City has control over the process. She said she has already discussed this with the Contract Compliance office in Public Works and will work together. Chairman Adler asked if there was a schedule for the project. Ms. Later said this project is a priority for Community Development Director Fontane and Deputy Director Drew Awsumb and she are committed to seeing that the project has momentum and will move forward.

Chairman Adler said he would like to convey a schedule to the architect Dan Baigelman so that the documents are revised and turned around in good time. He said there were fire safety issues in the building that need to be addressed. Ms. Later said that she was unaware of and had not heard of any fire safety issues at Peers. Ms. Later said she would locate the plans and review. She said if there are fire safety issues, she will further investigate that. Chairman Adler said Ms. Later may not be able to see the fire safety issues from the plans. She said the Fire Safety inspectors would know if there are problems. Chairman Adler said she should talk to the architect first to see how he addressed these issues.

Ms. Later said she would work with the architect on a schedule for the bid document turn around and if the plans are two years old, maybe they needed to be reviewed again to ensure they are up to current standards.

Report: Update on Sunset Woods
Sunset Woods Audit

Ms. Later said that Commissioner Ross had done a careful review of the audit and had comments sent to Marshall Silverman, the audit company. At this point, she said Commissioner Ross is okay to release the audit. Ms. Later said she attached an email that gave an indication of the types of comments and changes that were made to the audit. Ms. Later said the audit will go to IHDA and our insurance company. She said the Commission should review and provide authorization to the Chair to release the audit.

Commissioner Meek moved to release the audit for Sunset Woods date December 31, 2015. Commissioner Saret seconded. The motion passed unanimously.

Update on Owner intent to sell Sunset Woods Unit 232

The owner of the unit provided a letter of notice and it is included in the packet. Ms. Later said she had income verified two potential buyers. She said one was still providing information. She said the Commission has the first right of refusal. Commissioner Meek said units are for sale there often and are the sellers supposed to provide this type of letter to the Housing Commission or is this an outlier.

Ms. Later said she was told that former staff looked on real estate web sites to see what was up for sale. She asked Commissioner Meek if for sale units come up at the Association meetings. He said it does but that he had not seen a letter like this before. Ms. Later said she had been contacted by the realtor to perform the income verification of potential buyers. Ms. Later was initially under the impression that she only did this for the units owned by the Commissioner but learned that previous staff performed the income verification for all of the units in the building, as a service to Sunset Woods Condominium Association. She said as she was looking at the process, she saw that the Housing Commission had the first right of refusal and that this notice letter was to be provided so that it was clear whether the Commission was interested in the unit. She added that she requested the realtor provide the Intent to Sell notice to her. She added that she wanted to bring this to the Commission's attention so that we notify the potential buyers there is an income restriction on the property.

Chairman Adler asked how much the unit was being sold for. Commissioner Meek said if the Commission buys the unit there is a formula for the price. If anyone else buys they have to be income qualified so the unit has to be sold at a certain value. Commissioner Meek clarified that the Commission's first right of refusal is not based on a contingent offer. The price the Commission would purchase the unit is based on the formula. Commissioner Meek suggested that in the second paragraph the contact should be a specific person and not the Commission in general. Ms Later said she would list her contact info on behalf of the Commission.

Chairman Adler asked if there was a motion. Commissioner Meek moved to decline the Commission's first right to purchase unit 232 at Sunset Woods. Commissioner Saret seconded the motion. Commissioner Meek said in the past the commission had purchased units when there were funds available. Chairman Adler asked if this unit carried the income requirements. Ms. Later said it did. Motion passed unanimously. Ms. Later was asked to send the letter to the seller indicating the Housing Commission was not exercising its first right of purchase.

Other Sunset Woods Business

Commissioner Meek said that there was a unit that is being forced into foreclosure and going to a sheriff's sale in October. He said Ms. Later flagged this and questioned what happens to the income eligibility if the bank sells the property. He thought it would be prudent to notify the bank that the buyer must be income eligible.

He said Bruce Mason had talked with the Association's attorney. The attorney agreed that a letter from his office would go out to the lender to make sure they know about the income restriction on the unit and that it is okay for the lender to acquire the unit so long as anyone who occupies the unit under the lender's ownership or who will purchase the unit will be income qualified, then we are on record saying that the unit is income restricted.

Chairman Adler stated what if an outside party out bids the lender, then the buyer would also have to be income qualified. Commissioner Adler asked what rights the Commission has in regards to the unit. Chairman Adler said we have the first right of refusal. Commissioner Meek added it's not one of our units. He said we should include this in the letter to the lender so if it comes up, say at a closing, the lender already knows that the Commissioner has refused its first right of purchase and the Commission has acted as per the declaration. Commissioner Meek said he questioned if the lender purchases the property, are they under obligation to pay assessments? If not then he would like to see the unit sold and not leased. Commissioner Meek said that we

should include in the attorney's notification letter that the Housing Commission also has exercised its first right of refusal. Commissioner Meek clarified that the Sunset Woods Housing Association is by the Housing Commission. Commissioner Meek said he would contact the attorneys to include the first right of refusal in the letter to the lender.

Commissioner Meek made a motion that with respect to Unit 205 which is in mortgage foreclosure, that the Housing Commission may have authority to repurchase the unit under the unit declaration, and that the Housing Commission declines to exercise that right. Commissioner Saret seconded the motion. The motion passed unanimously. Commissioner Meek said he would contact the attorney.

Chairman Adler and Commissioner Meek discussed the Sunset Woods Condominium Association's rights with regards to managing the unit through the foreclosure process.

3. Commercial Insurance Package Renewal

Ms. Later explained the insurance is for the three properties. She said Evergreen does not have the quotes for other providers at this time. Ms. Later asked for direction on whether the Commission wants to hold a special meeting to review the quotes once they are received. The renewal date is August 9, which is coming soon. Chairman asked why they didn't go out for quotes earlier. Commissioner Meek asked if there is a grace period or a right to termination without penalty. Chairman Adler said they had once discussed differences in premium versus coverage. Commissioner Meek asked if the grace period can carry them to the September meeting. He asked if the Commission could give the Chair authorization to engage the renewal. Ms. Later said we could calendar the renewal date next year so that we can review earlier. Chairman Adler said we can't have insurance lapse.

Commissioner Meek said to find out if there is a grace period. Commissioner Saret asked why the premium went up 7%. Commissioner Meek said partly because of the payout on the Peers pipe breaks. Ms. Later added increased building values also figure into the new rate. Chairman Adler suggested giving the Chair authority to make the decision or call an emergency meeting. Chairman Adler asked if the premium is paid in one lump sum. Ms. Later said she did not know. Chairman Adler said to convey to Evergreen that they have concerns about the short time frame to review the insurance and get quotes.

Commissioner Saret moved to give the Chair authority to make a decision on the insurance or call a special meeting. Commissioner Meek seconded. Motion passed.

4. Resolution for 2017 Housing Commission meeting dates

Ms. Later asked the Commission to approve the meeting dates. Commissioner Adler moved to accept; Commissioner Meek seconded. Motion passed unanimously.

5. Update on Inclusionary Unit 851 Laurel

Ms. Later said she was working with CPAH on this matter. CPAH has obtained an appraisal for the unit. Chairman Adler said this was the first resale of an inclusionary unit so he asked that Amy Kaufman, from CPAH attend the September meeting to discuss the process. Ms. Later briefly discussed the Commission's role and first right of refusal. There is a concern that if the Commission does not take the opportunity to purchase, then the unit eventually could be sold to a non-income eligible buyer. CPAH's hope and what we are working towards, is that the Commission would never actually purchase the unit but would go directly to another qualified

owner. CPAH has the waiting list and will perform the income verification. Commissioner Meek asked what governs the unit, the PUD ordinance or the Inclusionary Housing Ordinance. Commissioner Meek said he would like to know what ordinance governs the unit. Commissioner Meek would like to see the AUD for the Unit.

6. Update on Inclusionary Housing Task Force

Ms. Later said the Inclusionary Housing Task Force met and it was a productive meeting. They reviewed recommendations from Meeting #2 and reviewed recommendations assembled by former staff. The Task Force concluded that they needed some more information on parking, and other items. The group will meet in fall and hopefully resolve the outstanding items. Their recommendations would go to the Housing Commission and the Planning and Development Commissions. Ms. Later said she would like to reconvene the group in September or early October.

7. Update on Development Proposals

Ms. Later said the developer for 515 Roger Williams is going to amend the PUD to exclude a parking space and amend other condition of the agreement.

Ms. Later said she and CPAH representatives met with the developer for Laurel Courts and he is receiving prospective tenants from CPAH for the available units.

8. Execution of CPAH Scattered Site 2016 Grant

M. Later said this was a notification that CPAH had executed their grant request.

9. City Council approval of HODC Management Contract Extension

Ms. Later reported that the City Council approved the HODC contract extension.

10. Update on Preliminary Draft Housing Commission and Housing Trust Fund budgets

Ms. Later said she would like to review the draft work plan with the Commission but it is not ready for approval yet. She said it is prepared as part of the budget document. She said it shows what the Commission is working on and its goals for the upcoming budget year. Ms. Later said she would bring it back in September for the Commission approval.

Commissioner Saret asked if there will be concern with the request. Commissioner Meek said the increase was for the minute taker. Ms. Later said conference attendance and professional development as take out of the Housing Commission budget and put in the Planning Division budget. She said this was done for all of the department commissions. Ms. Later said that the Sunset Woods loans would have to be refinanced next year. However, that should be a discussion for another meeting.

Commissioner Meek asked if the Commission would still review potential for refinance of the properties. Ms. Later said that the Peers discussion is in the 2016 goals and she had hoped we could get to it in 2016. Commissioner Meek said this was tied to a larger discussion about whether to buy out the land on the Walnut property. Chairman Adler said he remembered that the owners were not interested in selling the land. Ms. Later said that was her understanding as well. Commissioner Meek said he thought the former staff had contacted the owners. Ms. Later said she would confirm this.

VI. EXECUTIVE SESSION

There was no Executive Session.

VII. OTHER BUSINESS

Chairman Adler asked about the property tax exemption status. Ms. Later said she was hoping to give this assignment to the new housing planner when hired. She said she has a list of items and will see if she can start getting documents to corporate counsel. Commissioner Adler said that we are paying taxes in the meantime and we should pursue it. Ms. Later said she would rearrange some of her work priorities to start work on this.

Ms. Later reviewed the Land Use Restriction Amendment. She said for the last five years, Lake County has been in discussions with HUD regarding their recording documents. She did not bring the document tonight because it was still in discussions. HODC and Holland & Knight have reviewed the documents and comments were sent to Lake County. She said she would bring it to the Commission after the edits have been made, for Commission approval and the Chair's signature. She said the comments she received from Corporate Counsel were legitimate and it was beneficial to have their review of the document.

VIII. ADJOURNMENT

Commissioner Meek made a motion to adjourn the meeting. Commissioner Saret seconded the motion. On a voice vote, Chair Adler declared that the motion passed unanimously.

The Housing Commission adjourned its meeting at approximately 8:30 p.m.

Submitted respectfully:

Charmain Later
Senior Planner



**Manning Silverman
& Company**
CERTIFIED PUBLIC ACCOUNTANTS

175 Olde Half Day Rd, Suite 290
Lincolnshire, IL 60069
P: (847) 459-8850
F: (847) 537-8954
www.manningsilverman.com

SUNSET WOODS ASSOCIATION
C/O LEE SMITH
CITY OF HIGHLAND PARK
1150 HALF DAY ROAD
HIGHLAND PARK, IL 60035

July 15, 2016

PLEASE NOTE: THERE WILL BE A 2% CHARGE ON ALL OVERDUE BALANCES PER MONTH.

Invoice # 200947373

| | |
|------------------|-------------------|
| Previous balance | \$3,100.00 |
| Balance due | <u>\$3,100.00</u> |

| Current | 30 Days | 60 Days | 90 Days | 120 Days |
|---------|---------|----------|---------|----------|
| 0.00 | 0.00 | 3,100.00 | 0.00 | 0.00 |

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***** INVOICE *****

File Number: MAS160425

07/25/2016

Community Partners for Affordable H
400 Central Ave #111
Highland Park, IL 60035

Invoice # :
Order Date : 06/28/2016
Reference/Case # :
PO Number :

851 Laurel Courts
Highland Park, IL 60035-3526

| | | |
|-------------------|-------|--------|
| | \$ | 250.00 |
| | \$ | |
| | ----- | |
| Invoice Total | \$ | 250.00 |
| State Sales Tax @ | \$ | 0.00 |
| Deposit | (\$ |) |
| Deposit | (\$ |) |
| | ----- | |
| Amount Due | \$ | 250.00 |

Terms: Net 30 days

Please Make Check Payable To:

Meyer Appraisal Services, Inc
47 Tournament Dr S
Hawthorn Woods, IL 60047

Fed. i.D. #: 20-0271013

- If you are filing for an **Additional (Not Automatic) 3-Month Extension**, complete only Part II and check this box.
- Note.** Only complete Part II if you have already been granted an automatic 3-month extension on a previously filed Form 8868.
- If you are filing for an **Automatic 3-Month Extension**, complete only Part I (on page 1).

Part II Additional (Not Automatic) 3-Month Extension of Time. Only file the original (no copies needed).

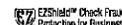
Enter filer's identifying number, see instructions

| | | |
|---------------|---|---|
| Type or print | Name of exempt organization or other filer, see instructions. | Employer identification number (EIN) or |
| | SUNSET WOODS ASSOCIATION | 01-0628727 |

1323

SUNSET WOODS ASSOCIATION

1150 HALF DAY ROAD
HIGHLAND PARK, IL 60035



70-2260-719

DATE 8/19/2016

PAY TO THE ORDER OF

Illinois Charity Bureau Fund
one hundred dollars and 70/100's

DOLLARS

\$ 100 ⁷⁰/₁₀₀

First Bank of Highland Park
1915 First Street • Highland Park, IL 60035-0439

FOR *late filing fee*

Charmain Later



⑈001323⑈ ⑆071922609⑆ ⑈4⑈200⑈146⑈5⑈

- The books are in the care of ▶ CHARMAIN LATER
Telephone No. ▶ 847-926-1611 Fax No. ▶ 847-432-0964
- If the organization does not have an office or place of business in the United States, check this box.
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN)... . If this is for the whole group, check this box... . If it is for part of the group, check this box ▶ and attach a list with the names and EINs of all members the extension is for.

- 4 I request an additional 3-month extension of time until 11/15, 20 16.
- 5 For calendar year 2015, or other tax year beginning 20, and ending 20.
- 6 If the tax year entered in line 5 is for less than 12 months, check reason: Initial return Final return Change in accounting period
- 7 State in detail why you need the extension... TAXPAYER RESPECTFULLY REQUESTS ADDITIONAL TIME TO GATHER INFORMATION NECESSARY TO FILE A COMPLETE AND ACCURATE TAX RETURN.

| | |
|--|--------|
| 8 a If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions | 8 a \$ |
| b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit and any amount paid previously with Form 8868. | 8 b \$ |
| c Balance due. Subtract line 8b from line 8a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions | 8 c \$ |

Signature and Verification must be completed for Part II only.

Under penalties of perjury, I declare that I have examined this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete, and that I am authorized to prepare this form.

Signature ▶ *Charmain Later* Title ▶ CPA Date ▶ 8/2/16

BAA Form 8868 (Rev 1-2014)

**SECRETARY OF STATE JESSE WHITE
STATE OF ILLINOIS**

General Not For Profit Corporation Act

**ANNUAL REPORT
(Form NFPCAB - Rev. 03/10/2009)**

NOTICE

The filing fee is \$10, payable to the "Secretary of State". Add penalty of \$3 if the annual report is late. Enter the total due where indicated below on the annual report.

CHECKLIST:

- Items 4, 5, 6 and 7 have been completed. _____
- Item 8 is signed by a duly authorized officer. _____
- A check for the total due is enclosed. _____

Definitions: "Anniversary" means that day each year exactly one year or more after:
(1) The date stamped on the Articles of

| | |
|---|---|
| <p>RAVINIA HOUSING ASSOCIATION 1150 HALF DAY ROAD HIGHLAND PARK, IL 60035</p> | <p>NO 1011 70-2533/719 8200011291</p> |
| <p>ILLINOIS SECRETARY OF STATE Date 8/29/16</p> | <p>\$ 10^{no}/₁₀₀₅</p> |
| <p>HIGHLAND PARK BANK & Trust Company A Branch of Lake Forest Bank & Trust Co. 1949 St. Johns Avenue Highland Park, IL 60035</p> | <p>Chairman Dates</p> |
| <p>Memo Annual Report N5218-811-3</p> | <p>MP</p> |
| <p>⑈001011⑈ ⑈071925334⑈ ⑈8200011291⑈</p> | |

Restart #: 027954

| | |
|----------------|-----------------------------|
| Corporate Name | RAVINIA HOUSING ASSOCIATION |
|----------------|-----------------------------|

| | | |
|--------------------|----------------|--|
| File Number | N 5218-811-3 | |
| File Prior To: | 10-1-2016 | |
| | | |
| FILING FEE | \$10.00 | |
| LATE FEE IS \$3.00 | | |
| Total Due | \$10.00 | |

Jesse White Secretary of State
Department of Business Services
501 S 2nd Street Rm 328
Springfield IL 62756-5520

521881131015201601300010000



EVERGREEN

Real Estate Services, L.L.C.

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Phone: 312-234-9400
Fax: 312-382-3220

MEMORANDUM

TO: Highland Park Housing Commission *Brant Norvik*

FROM: Polly Kuehl & Brent Norvik *Polly Kuehl*

RE: **August Management Report / July Financial Statements**

DATE: 9/1/16

We have met with the laundry provider on site to determine where the most secure location for the laundry card cash machine would be. We are now waiting for the contract to be sent over, which we will pass on to the housing commission before any agreement is signed. We have determined a course of action regarding the eroding pipes on the first floor of the Peers building. The project will be done in sections, with one wing of the first floor to be scheduled for work this year. The rest of the pipes will be replaced in 2017. We now have two bids and are awaiting the third. Once we have the complete bid package, we will send over the scope of the work to the housing commission, as well as how we will be notifying the residents of this fairly invasive project. The A/C unit on top of Walnut is has to be replaced. We will be using funds from the reserve account to pay for the installation of the new unit. Lastly, a meeting with HUD and the Highland Park staff is pending, in order to discuss the Ravinia parking lot lease.

Frank B. Peers

Occupancy: Peers currently has 3 vacant units, and is at 96% occupancy. The vacant units are 2 one bedrooms and one studio. Two residents moved into nursing homes, and one passed away. We are utilizing the waitlist to fill them. We have a pending application on the one of the one bedrooms.

Physical: Regular maintenance work orders and preventative tasks were completed during the month of August. Landscaping was also done to trim back encroaching bushes and other vegetation. We found a leak in a pipe behind the walls of an apartment. The repair work was extensive, as the leak was small and developed into a larger issue over time.

Social Programs: Bingo was offered every Wednesday. There was a birthday party for Lily the therapy dog on 8/12. A variety of salads and desserts were served at the August luncheon on 8/24. It was catered by Hel's Kitchen.

Financial: Net Operating Income (NOI) for July was negative to budget at (\$16,589). YTD NOI is positive to budget at (\$15,183). Cash carryover is \$66,885.40

Income – Income for the month of July was negative to budget at (\$3,715).

Expenses – Expense line items that were significantly negative to budget include:

- Telephone (#6360) – Reflects the cost of some June invoices paid in July. (\$536.05)
- Misc Admin Expenses (#6390) – Variance reflects payments for AP. (\$636.43)
- Grounds Contractor (Landscape) (#6537) – Variance reflects the cost of additional plantings to replace dead ones. (\$1,608).
- Heating Cooling Contractor (#6546) – Reflects the cost of multiple A/C repairs. (\$2,486.16)
- Decorating (Tenant Painting-Cycle/Turnover) (#6560) – Variance reflects the cost of turning over units, as well as repairing a leak that resulted in drywall damage to a unit.
- Plumbing Repairs (#6596) – Reflects the cost of bringing in an outside contractor to rod out a clog, and test the backflow in the first floor lines, as well as repairing the leak. (\$4,615.06)

Walnut Place

Occupancy: Walnut has one vacant unit, and is at 98% occupancy. It is a one bedroom with a unique floor plan, that makes it somewhat difficult to rent due to its size and configuration. This unit was vacated when the current resident transferred to another unit in the building. We are utilizing the waitlist to fill it. The staff has created a “mini model” in the unit, with some light furnishings in order to attract interested renters. We have shown it numerous times, but are still waiting for someone to take it.

Physical: Regular maintenance work orders and preventative tasks were performed during August. The A/C unit on the roof recently went down and can’t be repaired. We are going to replace it.

Social Programs: There was a birthday party for Lily the therapy dog on 8/30. A variety of salads and desserts were served at the August luncheon on 8/16. It was catered by Hel’s Kitchen.

Financial: Net Operating Income (NOI) for July was negative to budget by (\$1,415.31). The YTD NOI is negative to budget by (\$3,367) Cash carryover is \$16,142.57

Income - Income for the month of July was positive to budget by \$1,861.

Expenses – Expense line items that were significantly negative to budget include:

- Legal Expense – Project (#6340) – Variance reflects the unbudgeted cost of legal expenses from March. (\$3000)
- Telephone (#6360) – Variance reflects payments for invoices from June and July. (\$980.09)
- Consulting/Study Costs (#6380) – Variance reflects the cost of a rent comp study. (\$500)
- Decorating (Tenant Painting-Cycle Turnover (#6560) – Reflects the cost of painting vacant units, and drywall repair.
- Electrical Repairs (#6591) – Variance reflects the cost of having an outside contractor fix the electrical entry lock, and a short in a unit.

Ravinia Housing

Occupancy: Ravinia is 100% occupied.

Physical: Regular maintenance work orders and preventative tasks were performed during August.

Financial: Net Operating Income (NOI) for July was negative to budget by (\$8,669.09). YTD NOI is negative to budget by (\$5,208.53). Cash carryover is \$10,024.28.

Income – Income is positive to budget at \$399.75.

Expenses – Expense line items that were significantly negative to budget include:

- Legal Expense Project (#6340) – Variance reflects the payment of legal expense from March. (\$2,475)
- Miscellaneous Repair Contractors (#6520) - Reflects the cost of having to do an unbudgeted roof repair (\$1,178.75), bed bug treatments for multiple units (\$3,250), and repairs associated with the REAC inspection (\$1,785). (\$6,139.34)

Accounts Receivable Up-Date

August 2016

Frank B. Peers

Tenant A/R decreased from \$2,738 at the end of July to \$1,814 at the end of August. The breakdown is as follows:

| | | |
|----------|----|-------|
| Current | \$ | 1,842 |
| 30 Days | \$ | 64 |
| 60 Days | \$ | 0 |
| 90+ Days | \$ | 0 |
| Prepaid | \$ | (92) |

Subsidy A/R decreased from (\$5,253) at the end of July to (\$8,440) at the end of August. The breakdown is as follows:

| | | |
|----------|----|--------|
| Current | \$ | 1,315 |
| 30 Days | \$ | 0 |
| 60 Days | \$ | 0 |
| 90+ Days | \$ | 0 |
| Prepaid | \$ | (9755) |

Walnut Place

Tenant A/R increased from \$17,086 at the end of July to \$19,932 at the end of August. The breakdown is as follows:

| | | |
|----------|----|---------|
| Current | \$ | 2,696 |
| 30 Days | \$ | 2,228 |
| 60 Days | \$ | 2,228 |
| 90+ Days | \$ | 15,487 |
| Prepaid | \$ | (2,707) |

Subsidy A/R increased from (\$2,900) at the end of July to \$1,005 at the end of August. The breakdown is as follows:

| | | |
|----------|----|---------|
| Current | \$ | 5,784 |
| 30 Days | \$ | 1,925 |
| 60 Days | \$ | 0 |
| 90+ Days | \$ | 0 |
| Prepaid | \$ | (6,704) |

Ravinia Housing

Tenant A/R decreased from \$20,897 at the end of July to \$20,608 at the end of August. The breakdown is as follows:

| | |
|----------|------------|
| Current | \$ 1,089 |
| 30 Days | \$ 1,065 |
| 60 Days | \$ 1,039 |
| 90+ Days | \$ 21,641 |
| Prepaid | \$ (4,226) |

Subsidy A/R decreased from (\$1,254) at the end of July to (\$1455,) at the end of August. The breakdown is as follows:

| | |
|----------|------------|
| Current | \$ 1,502 |
| 30 Days | \$ 0 |
| 60 Days | \$ 0 |
| 90+ Days | \$ 0 |
| Prepaid | \$ (2,957) |

FRANK B. PEERS HOUSING

Balance Sheet

Month Ending 07/31/16

ASSETS

Current Assets

| | |
|---|------------------|
| 1110-0000 - Petty Cash | 300.00 |
| 1121-0000 - Cash - Operating | 66,885.47 |
| 1130-0000 - Tenant/member accounts receivable | 1,872.97 |
| 1131-0000 - Accounts receivable - subsidy | 2,442.00 |
| Total Current Assets | <u>71,500.44</u> |

Other Assets

| | |
|------------------------------------|-------------------|
| 1192-0000 - Tenant Sec Dep | 20,622.26 |
| 1310-0000 - Real estate tax escrow | 121,254.86 |
| 1311-0000 - Insurance escrow | 33,677.50 |
| 1330-0000 - Debt Service Escrow | 138,863.46 |
| 1320 - Replacement Reserve | 207,376.68 |
| 1340 - Residual Receipt | 17,521.89 |
| Total Other Assets | <u>539,316.65</u> |

Fixed Assets

| | |
|--|-------------------|
| 1420-0000 - Building | 1,843,785.15 |
| 1420-0001 - Building Improvements | 165,020.52 |
| 1430-0000 - Land Improvements | 1,621,801.79 |
| 1450-0000 - Furniture for project/tenant use | 574,009.36 |
| 1497-0000 - Site improvements | 172,218.77 |
| 4120-0000 - Accum depr - buildings | (3,574,707.19) |
| 1498-0000 - Current F/A | 14,300.36 |
| Total Fixed Assets | <u>816,428.76</u> |

Financing Costs

| | |
|--------------------------------------|-------------------|
| 1900-0001 - Deferred Financing Costs | 192,398.85 |
| 1999-0000 - Accum Amort - Bond Costs | (81,426.22) |
| Total Financing Costs | <u>110,972.63</u> |

Partnership Assets

| | |
|------------------------------------|---------------------|
| 1701-0000 - Cash - Partnership | 45,067.91 |
| 1702-0000 - Partnership MM | 2,053,513.97 |
| 1703-0000 - Partnership Receivable | 267,013.69 |
| Total Partnership Assets | <u>2,365,595.57</u> |

Total Assets

3,903,814.05

FRANK B. PEERS HOUSING

Balance Sheet

Month Ending 07/31/16

Liabilities & Equity

Current Liabilities

| | |
|---|-------------------|
| 2110-0000 - Accounts payable | 9,065.56 |
| 2114-0000 - 401K Payable | 23.33 |
| 2120-0000 - Accrued wages and p/r taxes payable | 5,256.93 |
| 2150-0000 - Accrued property taxes | 143,255.20 |
| 2180-0000 - Misc current liabilities | 9,951.20 |
| Total Current Liabilities | <u>167,552.22</u> |

Non-Current Liabilities

| | |
|---|---------------------|
| 2190-0000 - Misc Clearing | 31.00 |
| 2191-0000 - Security deposits-residential | 16,053.00 |
| 2191-0001 - Pet Deposit | 1,195.00 |
| 2210-0000 - Prepaid Rent | 21.00 |
| 2211-0000 - Prepaid HUD | 9,135.00 |
| 2320-1000 - Mortgage payable - 2nd note | 2,290,000.00 |
| 2320-0000 - Mortgage Payable (long term) | 1,392,833.35 |
| Total Non-Current Liabilities | <u>3,709,268.35</u> |

Owner's Equity

| | |
|--|------------------|
| 3100-0000 - Limited Partners Equity | 2,370,233.54 |
| 3111-0000 - Contributions - Current Year | 5,982.00 |
| 3209-0000 - Prior Year Retained Earnings | (2,447,481.63) |
| 3210-0000 - Retained earnings | 92,785.29 |
| Current YTD Earnings | 5,474.28 |
| Total Owner's Equity | <u>26,993.48</u> |

Total Liability & Owner Equity

3,903,814.05

FRANK B. PEERS HOUSING Actual vs Budget Accrual Operating Statement

| | Month Ending 07/31/16 | | Year To Date 07/31/16 | | Year Ending 12/31/16 | |
|--|--------------------------|-------------------|--------------------------|--------------------|-------------------------|---------------------|
| | Actual | Budget | Actual | Budget | Actual | Budget |
| GROSS OPERATING INCOME | | | | | | |
| RESIDENTIAL RENTAL INCOME | | | | | | |
| 5120-0000 - Apartment rent | 22,071.00 | 20,236.00 | 135,512.00 | 141,413.00 | (5,901.00) | 242,593.00 |
| 5121-0000 - Tenant assistant payments | 66,221.00 | 68,955.00 | 482,532.00 | 480,677.00 | 1,855.00 | 825,452.00 |
| 5140-0000 - Commercial base rent | 60.00 | 60.00 | 420.00 | 420.00 | 0.00 | 720.00 |
| TOTAL RESIDENTIAL RENTAL INCOME | 88,352.00 | 89,251.00 | 618,464.00 | 622,510.00 | (4,046.00) | 1,068,765.00 |
| VACANCIES & ADJUSTMENTS | | | | | | |
| 5220-0000 - Vacancy loss - apartments | (3,769.00) | (1,000.00) | (8,991.00) | (7,000.00) | (1,991.00) | (12,000.00) |
| 5221-0000 - Non-Revenue Units | (1,309.00) | (1,304.00) | (9,163.00) | (9,111.00) | (52.00) | (15,631.00) |
| TOTAL VACANCIES & ADJUSTMENTS | (5,078.00) | (2,304.00) | (18,154.00) | (16,111.00) | (2,043.00) | (27,631.00) |
| OTHER INCOME | | | | | | |
| 5910-0000 - Laundry income | 0.00 | 450.00 | 801.25 | 1,350.00 | (548.75) | 1,800.00 |
| 5922-0000 - Late fees | 0.00 | 9.00 | 38.00 | 63.00 | (25.00) | 108.00 |
| 5938-0000 - Cleaning Fee/Turnover | 100.00 | 0.00 | 130.00 | 0.00 | 130.00 | 0.00 |
| 5945-0000 - Damages | 350.00 | 20.00 | 750.00 | 110.00 | 640.00 | 180.00 |
| 5990-0000 - Misc other income | 7.00 | 20.00 | 94.00 | 140.00 | (46.00) | 240.00 |
| 5413-0000 - Interest income - escrow | 0.00 | 0.00 | 408.98 | 2.00 | 406.98 | 4.00 |
| TOTAL OTHER INCOME | 457.00 | 499.00 | 2,222.23 | 1,665.00 | 557.23 | 2,332.00 |
| GROSS OPERATING INCOME | 83,731.00 | 87,446.00 | 602,532.23 | 608,064.00 | (5,531.77) | 1,043,466.00 |
| ADVERTISING & RENTING EXPENSE | | | | | | |
| 6211-0000 - Marketing/Promotions | 237.00 | 590.00 | 405.30 | 4,130.00 | 3,724.70 | 7,080.00 |
| 6213-0000 - Employee Recruitment | 0.00 | 42.00 | 61.69 | 294.00 | 232.31 | 504.00 |
| 6253-0000 - Credit Report Fees | 0.00 | 42.00 | 14.00 | 224.00 | 210.00 | 378.00 |
| TOTAL ADVERTISING & RENTING EXPENSE | 237.00 | 674.00 | 480.99 | 4,648.00 | 4,167.01 | 7,962.00 |
| ADMINISTRATIVE EXPENSE | | | | | | |
| 6311-0000 - Office supplies | 318.22 | 425.00 | 3,246.83 | 2,975.00 | (271.83) | 5,100.00 |
| 6316-0000 - Office Equipment | 526.36 | 250.00 | 1,762.38 | 1,750.00 | (12.38) | 3,000.00 |
| 6320-0000 - Management fee | 4,446.26 | 4,506.00 | 31,348.16 | 31,542.00 | 193.84 | 54,072.00 |
| 6340-0000 - Legal Expense - Project | 0.00 | 367.00 | 0.00 | 2,569.00 | 2,569.00 | 4,404.00 |
| 6350-0000 - Audit Expense | 0.00 | 0.00 | 14,700.00 | 14,200.00 | (500.00) | 14,200.00 |
| 6360-0000 - Telephone | 1,436.05 | 900.00 | 7,099.53 | 6,300.00 | (799.53) | 10,800.00 |
| 6360-0001 - Answering Service/Pagers | 33.00 | 44.00 | 273.00 | 308.00 | 35.00 | 528.00 |
| 6365-0000 - Training & Education Expense | 0.00 | 75.00 | 484.00 | 525.00 | 41.00 | 900.00 |
| 6370-0000 - Bad debts | 0.00 | 0.00 | 122.00 | 0.00 | (122.00) | 0.00 |
| 6380-0000 - Consulting/study costs | 0.00 | 0.00 | 0.00 | 2,000.00 | 2,000.00 | 2,000.00 |
| 6390-0000 - Misc administrative expenses | 836.43 | 200.00 | 3,962.55 | 1,400.00 | (2,562.55) | 2,400.00 |
| 6390-0002 - Computer Supplies/Data Processing | 191.96 | 180.00 | 2,377.27 | 1,260.00 | (1,117.27) | 2,160.00 |
| 6395-0000 - Tenant Retention | 322.16 | 500.00 | 4,489.80 | 3,500.00 | (989.80) | 7,000.00 |
| 6431-0000 - Travel & Expense Reimbursement | 176.77 | 170.00 | 1,714.74 | 1,190.00 | (524.74) | 2,040.00 |
| 6851-0000 - Bank Service Fees | 0.00 | 0.00 | 30.00 | 5.00 | (25.00) | 14.00 |
| 6860-0000 - Security Deposit Interest | (0.40) | 0.00 | (3.18) | 0.00 | 3.18 | 0.00 |
| TOTAL ADMINISTRATIVE EXPENSE | 8,286.81 | 7,617.00 | 71,607.08 | 69,524.00 | (2,083.08) | 108,618.00 |
| PAYROLL & RELATED COSTS | | | | | | |
| 6310-0000 - Office salaries | 5,474.97 | 4,917.00 | 39,853.98 | 36,720.00 | (3,133.98) | 63,764.00 |

FRANK B. PEERS HOUSING Actual vs Budget Accrual Operating Statement

| | Month Ending 07/31/16 | | Year To Date 07/31/16 | | Year Ending 12/31/16 | |
|---|--------------------------|------------------|--------------------------|-------------------|-------------------------|-------------------|
| | Actual | Budget | Actual | Budget | Actual | Budget |
| 6510-0000 - Janitor and cleaning payroll | 1,204.46 | 1,541.00 | 9,229.42 | 11,468.00 | 2,238.58 | 19,944.00 |
| 6540-0000 - Repairs payroll | 3,584.63 | 4,482.00 | 30,247.90 | 33,278.00 | 3,030.10 | 57,838.00 |
| 6900-0000 - Social Service Coordinator | 833.33 | 850.00 | 2,509.77 | 5,950.00 | 3,440.23 | 10,200.00 |
| 6715-0000 - Payroll Taxes | 785.26 | 766.00 | 8,312.97 | 8,035.00 | (277.97) | 12,322.00 |
| 6722-0000 - Workers compensation | 262.73 | 411.00 | 1,465.23 | 2,763.00 | 1,297.77 | 4,818.00 |
| 6723-0000 - Employee Health Ins/Other Benefits | 722.43 | 461.00 | 3,816.69 | 3,250.00 | (566.69) | 5,580.00 |
| 6724-0000 - Union Benefits | 1,358.88 | 1,468.00 | 9,512.16 | 10,276.00 | 763.84 | 17,616.00 |
| 6726-0001 - Contingency | 0.00 | 0.00 | 2,950.00 | 2,140.00 | (810.00) | 3,186.00 |
| TOTAL PAYROLL & RELATED COSTS | 14,226.69 | 14,896.00 | 107,988.12 | 113,880.00 | 5,981.88 | 195,268.00 |
| OPERATING EXPENSES | | | | | | |
| 6515-0000 - Janitors and cleaning supplies | 672.45 | 400.00 | 3,725.13 | 2,800.00 | (925.13) | 4,800.00 |
| 6517-0000 - Outside Cleaning Service | 0.00 | 0.00 | 0.00 | 1,280.00 | 1,280.00 | 1,280.00 |
| 6519-0000 - Exterminating Contract | 220.00 | 120.00 | 660.00 | 1,220.00 | 560.00 | 2,200.00 |
| 6525-0000 - Rubbish removal | 394.00 | 360.00 | 2,808.00 | 2,520.00 | (288.00) | 4,320.00 |
| 6530-0000 - Security Contract | 0.00 | 0.00 | 162.00 | 162.00 | 0.00 | 324.00 |
| TOTAL OPERATING EXPENSES | 1,286.45 | 880.00 | 7,355.13 | 7,982.00 | 626.87 | 12,924.00 |
| UTILITIES | | | | | | |
| 6450-0000 - Electricity | 1,718.89 | 1,850.00 | 11,750.77 | 12,950.00 | 1,199.23 | 22,200.00 |
| 6451-0000 - Water | 1,795.05 | 1,425.00 | 11,055.55 | 9,975.00 | (1,080.55) | 17,100.00 |
| 6452-0000 - Gas | (570.00) | 2,084.00 | 12,995.42 | 14,588.00 | 1,592.58 | 25,008.00 |
| TOTAL UTILITIES | 2,943.94 | 5,359.00 | 35,801.74 | 37,513.00 | 1,711.26 | 64,308.00 |
| MAINTENANCE EXPENSES | | | | | | |
| 6537-0000 - Grounds Contractor (Landscaper) | 3,258.00 | 1,650.00 | 5,910.00 | 5,900.00 | (10.00) | 10,550.00 |
| 6541-0000 - Repair materials (general supplies) | 0.00 | 60.00 | 1,483.10 | 420.00 | (1,063.10) | 720.00 |
| 6541-0001 - Appliance Parts | 82.10 | 35.00 | 544.08 | 245.00 | (299.08) | 420.00 |
| 6541-0002 - Plumbing Supplies | 914.42 | 110.00 | 2,358.13 | 770.00 | (1,588.13) | 1,320.00 |
| 6541-0003 - Electrical Supplies | 254.88 | 75.00 | 287.08 | 525.00 | 237.92 | 900.00 |
| 6541-0004 - Heating/Cooling Supplies | 0.00 | 50.00 | 0.00 | 350.00 | 350.00 | 600.00 |
| 6541-0005 - Hand Tools | 0.00 | 0.00 | 39.16 | 0.00 | (39.16) | 0.00 |
| 6541-0007 - Safety Equipment | 16.04 | 0.00 | 46.46 | 400.00 | 353.54 | 400.00 |
| 6541-0008 - Flooring/Tile Supplies (i.e.VCT) | 0.00 | 35.00 | 0.00 | 245.00 | 245.00 | 420.00 |
| 6541-0009 - Window Supplies | 0.00 | 125.00 | 496.66 | 875.00 | 378.34 | 1,500.00 |
| 6541-0010 - Carpentry/Hardware | 96.11 | 70.00 | 117.06 | 490.00 | 372.94 | 840.00 |
| 6545-0000 - Elevator Contractor (Annual Maintenance Contract) | 0.00 | 0.00 | 1,629.16 | 1,282.00 | (347.16) | 2,564.00 |
| 6546-0000 - Heating/Cooling Contractor | 2,986.16 | 500.00 | 6,513.89 | 3,500.00 | (3,013.89) | 6,000.00 |
| 6548-0000 - Snow removal | 0.00 | 0.00 | 2,375.00 | 6,700.00 | 4,325.00 | 8,700.00 |
| 6551-0000 - Elevator Contractor (Special Repairs) | 0.00 | 300.00 | 850.00 | 2,100.00 | 1,250.00 | 3,600.00 |
| 6560-0000 - Decorating (Tenant Pntg-Cycle/Turnover by Contractor) | 4,055.00 | 850.00 | 11,241.00 | 5,950.00 | (5,291.00) | 10,200.00 |
| 6564-0000 - Decorating (Common Areas - by Contractor) | 0.00 | 0.00 | 877.28 | 0.00 | (877.28) | 2,000.00 |
| 6564-0001 - Painting Supplies | 0.00 | 150.00 | 0.00 | 1,050.00 | 1,050.00 | 1,800.00 |
| 6581-0000 - Window Washing | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 6582-0001 - Fire Safety Equipment | 0.00 | 40.00 | 0.00 | 280.00 | 280.00 | 480.00 |
| 6591-0000 - Electrical Repairs | 3,281.92 | 50.00 | 4,173.43 | 350.00 | (3,823.43) | 600.00 |
| 6592-0000 - Boiler Repairs | 0.00 | 50.00 | 1,198.11 | 350.00 | (848.11) | 600.00 |
| 6594-0000 - Carpentry Repairs | 0.00 | 90.00 | 935.94 | 630.00 | (305.94) | 1,080.00 |
| 6595-0000 - Plumbing Repairs | 5,115.06 | 500.00 | 14,319.95 | 3,500.00 | (10,819.95) | 6,000.00 |
| 6596-0000 - Floor Repairs/Cleaning | 0.00 | 0.00 | 400.00 | 100.00 | (300.00) | 900.00 |

**FRANK B. PEERS HOUSING
Actual vs Budget Accrual Operating Statement**

| | Month Ending 07/31/16 | | Year To Date 07/31/16 | | Year Ending 12/31/16 | |
|---|--------------------------|-------------|--------------------------|--------------|-------------------------|---------------|
| | Actual | Budget | Actual | Budget | Actual | Annual Budget |
| TOTAL MAINTENANCE EXPENSES | 20,059.69 | 4,740.00 | 55,795.49 | 36,012.00 | (19,783.49) | 63,694.00 |
| TAXES AND INSURANCE | | | | | | |
| 6710-0000 - Real estate taxes | 10,874.00 | 10,874.00 | 76,118.00 | 76,118.00 | 0.00 | 130,488.00 |
| 6720-0000 - Property and liability insurance | 2,494.60 | 2,495.00 | 17,747.67 | 17,465.00 | (282.67) | 30,560.00 |
| TOTAL TAXES AND INSURANCE | 13,368.60 | 13,369.00 | 93,865.67 | 93,583.00 | (282.67) | 161,048.00 |
| TOTAL OPERATING EXPENSES | 60,409.18 | 47,535.00 | 372,804.22 | 363,142.00 | (9,662.22) | 613,822.00 |
| NET OPERATING INCOME (LOSS) | 23,321.82 | 39,911.00 | 229,728.01 | 244,922.00 | (15,193.99) | 429,644.00 |
| FINANCIAL EXPENSES | | | | | | |
| 6820-0000 - Mortgage interest | 17,935.55 | 17,936.00 | 126,830.47 | 126,830.00 | (0.47) | 215,574.00 |
| TOTAL FINANCIAL EXPENSES | 17,935.55 | 17,936.00 | 126,830.47 | 126,830.00 | (0.47) | 215,574.00 |
| NET OPER INC/(LOSS) BEFORE CAP. EXP. | 5,386.27 | 21,975.00 | 102,897.54 | 118,092.00 | (15,194.46) | 214,070.00 |
| Partnership Income | | | | | | |
| 8005-0000 - Mortgage/Entity Income | 88.01 | 0.00 | 1,699.03 | 0.00 | 1,699.03 | 0.00 |
| 8010-0000 - Other Entity Expense | 0.00 | 0.00 | (6,337.00) | 0.00 | (6,337.00) | 0.00 |
| Total Partnership Activity | 88.01 | 0.00 | (4,637.97) | 0.00 | (4,637.97) | 0.00 |
| NET INCOME (LOSS) | 5,474.28 | 21,975.00 | 98,259.57 | 118,092.00 | (19,832.43) | 214,070.00 |
| Cash Flow - Financing Activities | | | | | | |
| 7104-0000 - Replacement Reserve | 0.00 | 1,700.00 | 1,700.00 | 11,900.00 | 10,200.00 | 20,400.00 |
| 7108-0000 - Mortgage Payable (long term) | 12,551.99 | 12,552.00 | 86,582.31 | 86,581.00 | (1.31) | 150,274.00 |
| Total Cash Flow - Financing Activities | 12,551.99 | 14,252.00 | 88,282.31 | 98,481.00 | 10,198.69 | 170,674.00 |
| CAPITAL EXPENDITURES & ESCROWS | | | | | | |
| 7105-0000 - Replacement Reserve Reimbursement | 0.00 | (35,000.00) | 0.00 | (635,000.00) | (635,000.00) | (655,000.00) |
| 6991-0000 - Capital expenditures | 0.00 | 3,750.00 | 6,452.06 | 26,250.00 | 19,797.94 | 45,000.00 |
| 6991-0002 - Windows | 0.00 | 0.00 | 0.00 | 600,000.00 | 600,000.00 | 600,000.00 |
| 6991-0016 - Concrete Repairs | 0.00 | 500.00 | 0.00 | 3,500.00 | 3,500.00 | 6,000.00 |
| 6993-0003 - A/C Replacements | 0.00 | 250.00 | 2,179.20 | 1,750.00 | (429.20) | 3,000.00 |
| 6994-0000 - Carpet & tile | 526.50 | 600.00 | 5,669.10 | 4,200.00 | (1,469.10) | 7,200.00 |
| 6995-0000 - Draperies and Blinds | 0.00 | 1,000.00 | 0.00 | 7,000.00 | 7,000.00 | 12,000.00 |
| TOTAL CAPITAL EXPENDITURES & ESCROWS | 526.50 | (28,900.00) | 14,300.36 | 7,700.00 | (6,600.36) | 18,200.00 |
| GAIN/(LOSS) AFTER CAPITAL EXP. & ESCROWS | (7,604.21) | 36,623.00 | (4,323.10) | 11,911.00 | (16,234.10) | 25,196.00 |

| Frank B. Peers Capital Improvements Up-Date 7/31/2016 | | | | | | | | | |
|---|---------------|---------------|------------------------------|-------------------------------|---------------------|----------------------------------|-------------------------------|--------------------------|----------------------------------|
| Task | Date for Bids | Date for Work | Estimated \$ Use of Reserves | Estimated \$ Use of Operating | Comments | FMCS Role (lead, Assist or None) | \$ Actual Complete Operations | \$ Actual Reserves Spent | Replacement Reserve Request Date |
| Window updates | | TBD | \$ 600,000.00 | | \$4,632 contributed | | | | |
| Capital Expenditures | | TBD | \$ 45,000.00 | | | | \$ 6,452.06 | | |
| A/C Replacements | | TBD | \$ 3,000.00 | | | | 2,706 | | |
| Carpet and tile | | TBD | \$ 7,200.00 | | | | \$ 5,142.60 | | |
| Concrete Repairs | | TBD | | | | | | | |
| Draperies and Blinds | | TBD | | \$ 12,000.00 | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Windows from Partnership Funds | | | | | | | | | |
| | | | | | | | | | |
| Reserves 2016 Cash Flow | | | | | | | | | |
| Reserves Starting January 1, 2016 | | | \$ 207,213 | | | | | | |
| 2016 Annual Deposit to Reserves | | | \$ 20,400 | | | | | | |
| Expected Use of Reserves (\$) 2016 | | Total | \$ (10,200) | \$ 12,000.00 | | | \$ 14,300.66 | | |
| IHDA Reserves | | | | | | | | | |
| Balance expected at the start of 2017 | | | \$ 217,413 | | | | | | |

WALNUT PLACE

Balance Sheet

Month Ending 07/31/16

ASSETS

Current Assets

| | |
|---|------------------|
| 1110-0000 - Petty Cash | 900.00 |
| 1121-0000 - Cash - Operating | 16,142.57 |
| 1121-0002 - Cash - Svc Coordinator | 7,499.77 |
| 1130-0000 - Tenant/member accounts receivable | 21,228.59 |
| 1131-0000 - Accounts receivable - subsidy | 5,678.00 |
| Total Current Assets | <u>51,448.93</u> |

Other Assets

| | |
|------------------------------------|-------------------|
| 1192-0000 - Tenant Sec Dep | 24,279.70 |
| 1310-0000 - Real estate tax escrow | 165,800.82 |
| 1311-0000 - Insurance escrow | 36,014.28 |
| 1330-0000 - Debt Service Escrow | 82,198.16 |
| 1320 - Replacement Reserve | 117,252.78 |
| 1340 - Residual Receipt | 27,116.57 |
| Total Other Assets | <u>452,662.31</u> |

Fixed Assets

| | |
|--|-------------------|
| 1410-0000 - Land | 220,000.00 |
| 1420-0000 - Building | 2,907,088.00 |
| 1420-0001 - Building Improvements | 204,681.22 |
| 1430-0000 - Land Improvements | 321,376.00 |
| 1440-0000 - Building Equipment Portable | 354,185.56 |
| 1450-0000 - Furniture for project/tenant use | 447,466.03 |
| 1497-0000 - Site improvements | 4,550.00 |
| 4120-0000 - Accum depr - buildings | (3,656,798.74) |
| 1498-0000 - Current F/A | 8,720.36 |
| Total Fixed Assets | <u>811,268.43</u> |

Financing Costs

| | |
|--------------------------------------|-------------------|
| 1900-0001 - Deferred Financing Costs | 174,813.03 |
| 1999-0000 - Accum Amort - Bond Costs | (65,465.51) |
| Total Financing Costs | <u>109,347.52</u> |

Partnership Assets

| | |
|--------------------------------|-------------------|
| 1701-0000 - Cash - Partnership | 104,783.32 |
| Total Partnership Assets | <u>104,783.32</u> |

Total Assets

1,529,510.51

WALNUT PLACE

Balance Sheet

Month Ending 07/31/16

Liabilities & Equity

Current Liabilities

| | |
|---|-------------------|
| 2110-0000 - Accounts payable | 8,821.76 |
| 2114-0000 - 401K Payable | 0.12 |
| 2120-0000 - Accrued wages and p/r taxes payable | 5,256.93 |
| 2150-0000 - Accrued property taxes | 172,634.85 |
| 2180-0000 - Misc current liabilities | 9,388.33 |
| Total Current Liabilities | <u>196,101.99</u> |

Non-Current Liabilities

| | |
|---|---------------------|
| 2190-0000 - Misc Clearing | 315.00 |
| 2191-0000 - Security deposits-residential | 18,824.00 |
| 2191-0001 - Pet Deposit | 1,550.00 |
| 2210-0000 - Prepaid Rent | 4,143.01 |
| 2211-0000 - Prepaid HUD | 9,412.00 |
| 2320-1000 - Mortgage payable - 2nd note | 2,546,000.00 |
| 2320-4000 - Deferred Revenue | 209,107.00 |
| 2320-0000 - Mortgage Payable (long term) | 1,354,449.74 |
| Total Non-Current Liabilities | <u>4,143,800.75</u> |

Owner's Equity

| | |
|--|-----------------------|
| 3100-0000 - Limited Partners Equity | 104,382.98 |
| 3209-0000 - Prior Year Retained Earnings | (3,052,320.28) |
| 3210-0000 - Retained earnings | 115,520.72 |
| Current YTD Earnings | 22,024.35 |
| Total Owner's Equity | <u>(2,810,392.23)</u> |

Total Liability & Owner Equity

1,529,510.51

WALNUT PLACE

Actual vs Budget Accrual Operating Statement

| | Month Ending 07/31/16 | | Year To Date 07/31/16 | | Year Ending 12/31/16 | |
|--|--------------------------|-------------------|--------------------------|--------------------|-------------------------|---------------------|
| | Actual | Budget | Actual | Budget | Actual | Budget |
| GROSS OPERATING INCOME | | | | | | |
| RESIDENTIAL RENTAL INCOME | | | | | | |
| 5120-0000 - Apartment rent | 22,011.00 | 24,240.00 | 162,956.00 | 169,680.00 | (6,724.00) | 292,200.00 |
| 5121-0000 - Tenant assistant payments | 67,765.00 | 65,536.00 | 465,476.00 | 458,752.00 | 6,724.00 | 794,296.00 |
| TOTAL RESIDENTIAL RENTAL INCOME | 89,776.00 | 89,776.00 | 628,432.00 | 628,432.00 | 0.00 | 1,086,496.00 |
| VACANCIES & ADJUSTMENTS | | | | | | |
| 5220-0000 - Vacancy loss - apartments | (2,150.00) | (1,307.00) | (16,554.00) | (9,149.00) | (7,405.00) | (15,684.00) |
| 5221-0000 - Non-Revenue Units | (1,307.00) | (1,307.00) | (9,149.00) | (9,149.00) | 0.00 | (15,756.00) |
| TOTAL VACANCIES & ADJUSTMENTS | (3,457.00) | (2,614.00) | (25,703.00) | (18,298.00) | (7,405.00) | (31,440.00) |
| OTHER INCOME | | | | | | |
| 5910-0000 - Laundry income | 0.00 | 530.00 | 1,648.00 | 2,120.00 | (472.00) | 3,180.00 |
| 5920-0000 - Nsf check fee | 25.00 | 25.00 | 25.00 | 25.00 | 0.00 | 25.00 |
| 5922-0000 - Late fees | 13.00 | 20.00 | 49.00 | 140.00 | (91.00) | 240.00 |
| 5938-0000 - Cleaning Fee/Turnover | 0.00 | 40.00 | 1,525.00 | 80.00 | 1,445.00 | 120.00 |
| 5940-0000 - Forfeited Tenant Security Deposits | 0.00 | 0.00 | 444.00 | 0.00 | 444.00 | 0.00 |
| 5945-0000 - Damages | 0.00 | 10.00 | 0.00 | 100.00 | (100.00) | 180.00 |
| 5990-0000 - Misc other income | (147.56) | 0.00 | 649.73 | 100.00 | 549.73 | 150.00 |
| 5411-0000 - Grant Monies Income | 6,736.67 | 3,298.00 | 21,211.86 | 23,086.00 | (1,874.14) | 39,576.00 |
| 5413-0000 - Interest income - escrow | 0.00 | 0.00 | 329.65 | 2.00 | 327.65 | 5.00 |
| TOTAL OTHER INCOME | 6,627.11 | 3,923.00 | 25,882.24 | 25,653.00 | 229.24 | 43,476.00 |
| GROSS OPERATING INCOME | 92,946.11 | 91,085.00 | 628,611.24 | 635,787.00 | (7,175.76) | 1,098,532.00 |
| ADVERTISING & RENTING EXPENSE | | | | | | |
| 6211-0000 - Marketing/Promotions | 158.00 | 0.00 | 326.30 | 0.00 | (326.30) | 0.00 |
| 6253-0000 - Credit Report Fees | 28.00 | 54.00 | 70.00 | 274.00 | 204.00 | 466.00 |
| TOTAL ADVERTISING & RENTING EXPENSE | 186.00 | 54.00 | 396.30 | 274.00 | (122.30) | 466.00 |
| ADMINISTRATIVE EXPENSE | | | | | | |
| 6311-0000 - Office supplies | 345.07 | 425.00 | 3,427.92 | 2,975.00 | (452.92) | 5,100.00 |
| 6316-0000 - Office Equipment | 526.35 | 250.00 | 1,762.35 | 1,750.00 | (12.35) | 3,000.00 |
| 6320-0000 - Management fee | 4,446.29 | 4,506.00 | 31,728.31 | 31,542.00 | (186.31) | 54,284.00 |
| 6340-0000 - Legal Expense - Project | 3,000.00 | 0.00 | 3,100.00 | 1,200.00 | (1,900.00) | 2,400.00 |
| 6350-0000 - Audit Expense | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 14,000.00 |
| 6360-0000 - Telephone | 1,880.09 | 900.00 | 7,601.51 | 6,300.00 | (1,301.51) | 10,800.00 |
| 6360-0001 - Answering Service/ Pagers | 33.00 | 44.00 | 198.00 | 308.00 | 110.00 | 528.00 |
| 6365-0000 - Training & Education Expense | 0.00 | 0.00 | 484.00 | 0.00 | (484.00) | 0.00 |
| 6370-0000 - Bad debts | 0.00 | 0.00 | 31.00 | 0.00 | (31.00) | 1,307.00 |
| 6380-0000 - Consulting/study costs | 500.00 | 0.00 | 500.00 | 2,000.00 | 1,500.00 | 2,000.00 |
| 6390-0000 - Misc administrative expenses | 240.98 | 150.00 | 3,526.28 | 1,240.00 | (2,286.28) | 2,240.00 |
| 6390-0002 - Computer Supplies/Data Processing | 191.96 | 180.00 | 1,513.51 | 1,360.00 | (153.51) | 2,260.00 |
| 6395-0000 - Tenant Retention | 399.20 | 500.00 | 2,997.47 | 3,500.00 | 502.53 | 7,000.00 |
| 6431-0000 - Travel & Expense Reimbursement | 176.75 | 170.00 | 1,556.76 | 1,190.00 | (366.76) | 2,040.00 |
| 6851-0000 - Bank Service Fees | 4.50 | 0.00 | 4.50 | 5.00 | 0.50 | 10.00 |
| 6860-0000 - Security Deposit Interest | (0.57) | 0.00 | (2.58) | 0.00 | 2.58 | (4.00) |
| TOTAL ADMINISTRATIVE EXPENSE | 11,743.62 | 7,125.00 | 56,429.03 | 53,370.00 | (5,059.03) | 106,965.00 |
| PAYROLL & RELATED COSTS | | | | | | |

WALNUT PLACE Actual vs Budget Accrual Operating Statement

| | Month Ending 07/31/16 | | | Year To Date 07/31/16 | | | Year Ending 12/31/16 | | |
|---|--------------------------|------------------|-----------------|--------------------------|-------------------|-------------------|-------------------------|-------------------|-------------|
| | Actual | Budget | Variance | Actual | Budget | Variance | Actual | Budget | Variance |
| 6510-0000 - Office salaries | 5,458.86 | 4,917.00 | (541.86) | 39,686.58 | 36,720.00 | (2,966.58) | 63,764.00 | 63,764.00 | 0.00 |
| 6510-0000 - Janitor and cleaning payroll | 1,204.46 | 1,211.00 | 6.54 | 9,398.38 | 9,012.00 | (386.38) | 15,672.00 | 15,672.00 | 0.00 |
| 6540-0000 - Repairs payroll | 3,584.63 | 4,398.00 | 813.37 | 29,909.50 | 32,690.00 | 2,780.50 | 56,830.00 | 56,830.00 | 0.00 |
| 6900-0000 - Social Service Coordinator | 1,237.65 | 3,298.00 | 2,060.35 | 23,189.45 | 23,086.00 | (103.45) | 39,576.00 | 39,576.00 | 0.00 |
| 6715-0000 - Payroll Taxes | 784.03 | 742.00 | (42.03) | 8,022.26 | 7,751.00 | (271.26) | 11,907.00 | 11,907.00 | 0.00 |
| 6722-0000 - Workers compensation | 262.12 | 411.00 | 148.88 | 1,475.07 | 2,763.00 | 1,287.93 | 4,818.00 | 4,818.00 | 0.00 |
| 6723-0000 - Employee Health Ins/Other Benefits | 722.98 | 461.00 | (261.98) | 4,111.57 | 3,250.00 | (861.57) | 5,580.00 | 5,580.00 | 0.00 |
| 6724-0000 - Union Benefits | 1,358.88 | 1,347.00 | (11.88) | 9,512.16 | 9,429.00 | (83.16) | 16,164.00 | 16,164.00 | 0.00 |
| 6726-0001 - Contingency | 0.00 | 0.00 | 0.00 | 500.00 | 1,936.00 | 1,436.00 | 2,970.00 | 2,970.00 | 0.00 |
| TOTAL PAYROLL & RELATED COSTS | 14,613.61 | 16,785.00 | 2,171.39 | 125,804.97 | 126,637.00 | 832.03 | 217,281.00 | 217,281.00 | 0.00 |
| OPERATING EXPENSES | | | | | | | | | |
| 6515-0000 - Janitors and cleaning supplies | 478.72 | 380.00 | (98.72) | 2,672.35 | 2,660.00 | (12.35) | 4,560.00 | 4,560.00 | 0.00 |
| 6519-0000 - Exterminating Contract | 190.00 | 100.00 | (90.00) | 630.00 | 1,100.00 | 470.00 | 2,000.00 | 2,000.00 | 0.00 |
| 6525-0000 - Rubbish removal | 394.00 | 360.00 | (34.00) | 2,795.50 | 2,520.00 | (275.50) | 4,320.00 | 4,320.00 | 0.00 |
| 6530-0000 - Security Contract | 0.00 | 0.00 | 0.00 | 162.00 | 162.00 | 0.00 | 324.00 | 324.00 | 0.00 |
| TOTAL OPERATING EXPENSES | 1,062.72 | 840.00 | (222.72) | 6,259.85 | 6,442.00 | 182.15 | 11,204.00 | 11,204.00 | 0.00 |
| UTILITIES | | | | | | | | | |
| 6450-0000 - Electricity | 1,453.45 | 1,300.00 | (153.45) | 8,148.19 | 9,100.00 | 951.81 | 15,600.00 | 15,600.00 | 0.00 |
| 6451-0000 - Water | 910.31 | 625.00 | (285.31) | 5,383.83 | 4,375.00 | (1,008.83) | 7,500.00 | 7,500.00 | 0.00 |
| 6452-0000 - Gas | 533.83 | 1,475.00 | 941.17 | 13,408.19 | 10,325.00 | (3,083.19) | 17,700.00 | 17,700.00 | 0.00 |
| TOTAL UTILITIES | 2,897.59 | 3,400.00 | 502.41 | 26,940.21 | 23,800.00 | (3,140.21) | 40,800.00 | 40,800.00 | 0.00 |
| MAINTENANCE EXPENSES | | | | | | | | | |
| 6537-0000 - Grounds Contractor (Landscape) | 700.00 | 1,700.00 | 1,000.00 | 2,460.00 | 5,100.00 | 2,640.00 | 8,800.00 | 8,800.00 | 0.00 |
| 6541-0000 - Repair materials (general supplies) | 0.00 | 60.00 | 60.00 | 193.70 | 420.00 | 226.30 | 720.00 | 720.00 | 0.00 |
| 6541-0001 - Appliance Parts | 0.00 | 35.00 | 35.00 | 303.47 | 245.00 | (58.47) | 420.00 | 420.00 | 0.00 |
| 6541-0002 - Plumbing Supplies | 0.00 | 110.00 | 110.00 | 253.77 | 770.00 | 516.23 | 1,320.00 | 1,320.00 | 0.00 |
| 6541-0003 - Electrical Supplies | 84.59 | 75.00 | (9.59) | 102.57 | 525.00 | 422.43 | 900.00 | 900.00 | 0.00 |
| 6541-0004 - Heating/Cooling Supplies | 0.00 | 50.00 | 50.00 | 0.00 | 350.00 | 350.00 | 600.00 | 600.00 | 0.00 |
| 6541-0005 - Hand Tools | 8.98 | 0.00 | (8.98) | 8.98 | 0.00 | (8.98) | 0.00 | 0.00 | 0.00 |
| 6541-0007 - Safety Equipment | 0.00 | 60.00 | 60.00 | 0.00 | 420.00 | 420.00 | 720.00 | 720.00 | 0.00 |
| 6541-0008 - Flooring/Tile Supplies (i.e.VCT) | 0.00 | 35.00 | 35.00 | 0.00 | 245.00 | 245.00 | 420.00 | 420.00 | 0.00 |
| 6541-0009 - Window Supplies | 0.00 | 125.00 | 125.00 | 0.00 | 875.00 | 875.00 | 1,500.00 | 1,500.00 | 0.00 |
| 6541-0010 - Carpentry/Hardware | 0.00 | 70.00 | 70.00 | 827.08 | 490.00 | (337.08) | 840.00 | 840.00 | 0.00 |
| 6545-0000 - Elevator Contractor (Annual Maintenance Contract) | 135.00 | 0.00 | (135.00) | 1,418.08 | 1,320.00 | (98.08) | 2,630.00 | 2,630.00 | 0.00 |
| 6546-0000 - Heating/Cooling Contractor | 946.00 | 500.00 | (446.00) | 2,958.00 | 3,500.00 | 542.00 | 6,000.00 | 6,000.00 | 0.00 |
| 6548-0000 - Snow removal | 0.00 | 0.00 | 0.00 | 3,650.00 | 11,000.00 | 7,350.00 | 12,000.00 | 12,000.00 | 0.00 |
| 6551-0000 - Elevator Contractor (Special Repairs) | 0.00 | 300.00 | 300.00 | 0.00 | 2,100.00 | 2,100.00 | 3,600.00 | 3,600.00 | 0.00 |
| 6560-0000 - Decorating (Tenant Pnig-Cycle/Turnover by Contractor) | 2,935.00 | 850.00 | (2,085.00) | 7,570.00 | 5,950.00 | (1,620.00) | 10,200.00 | 10,200.00 | 0.00 |
| 6564-0000 - Decorating (Common Areas - by Contractor) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 2,000.00 | 0.00 |
| 6564-0001 - Painting Supplies | 0.00 | 75.00 | 75.00 | 0.00 | 525.00 | 525.00 | 900.00 | 900.00 | 0.00 |
| 6581-0000 - Window Washing | 0.00 | 0.00 | 0.00 | 0.00 | 1,280.00 | 1,280.00 | 2,130.00 | 2,130.00 | 0.00 |
| 6582-0000 - Fire Protection | 0.00 | 150.00 | 150.00 | 2,018.31 | 1,050.00 | (968.31) | 1,800.00 | 1,800.00 | 0.00 |
| 6582-0001 - Fire Safety Equipment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 120.00 | 120.00 | 0.00 |
| 6591-0000 - Electrical Repairs | 1,057.40 | 120.00 | (937.40) | 1,662.38 | 840.00 | (822.38) | 1,440.00 | 1,440.00 | 0.00 |
| 6592-0000 - Boiler Repairs | 0.00 | 100.00 | 100.00 | 517.00 | 700.00 | 183.00 | 1,200.00 | 1,200.00 | 0.00 |
| 6594-0000 - Carpentry Repairs | 0.00 | 85.00 | 85.00 | 271.73 | 595.00 | 323.27 | 1,020.00 | 1,020.00 | 0.00 |
| 6595-0000 - Plumbing Repairs | 252.00 | 475.00 | 223.00 | 6,511.84 | 3,325.00 | (3,186.84) | 5,700.00 | 5,700.00 | 0.00 |

WALNUT PLACE

Actual vs Budget Accrual Operating Statement

| | Month Ending 07/31/16 | | Year To Date 07/31/16 | | Year Ending 12/31/16 | |
|---|--------------------------|------------------|--------------------------|-------------------|-------------------------|-------------------|
| | Actual | Budget | Actual | Budget | Actual | Annual Budget |
| 6596-0000 - Floor Repairs/Cleaning | 0.00 | 0.00 | 700.00 | 0.00 | (700.00) | 600.00 |
| 6598-0000 - Roof Repairs | 0.00 | 167.00 | 250.00 | 1,169.00 | 919.00 | 2,004.00 |
| TOTAL MAINTENANCE EXPENSES | 6,118.97 | 5,142.00 | 31,676.91 | 42,794.00 | 11,117.09 | 69,584.00 |
| TAXES AND INSURANCE | | | | | | |
| 6710-0000 - Real estate taxes | 12,735.00 | 12,735.00 | 89,145.00 | 89,145.00 | 0.00 | 152,820.00 |
| 6720-0000 - Property and liability insurance | 2,668.21 | 2,668.00 | 18,676.99 | 18,676.00 | (0.99) | 32,686.00 |
| TOTAL TAXES AND INSURANCE | 15,403.21 | 15,403.00 | 107,821.99 | 107,821.00 | (0.99) | 185,506.00 |
| TOTAL OPERATING EXPENSES | 52,025.72 | 48,749.00 | 357,329.26 | 361,138.00 | 3,808.74 | 631,806.00 |
| NET OPERATING INCOME (LOSS) | 40,920.39 | 42,336.00 | 271,281.98 | 274,649.00 | (3,367.02) | 466,726.00 |
| FINANCIAL EXPENSES | | | | | | |
| 6820-0000 - Mortgage interest | 18,902.70 | 18,903.00 | 133,775.36 | 133,955.00 | 179.64 | 227,408.00 |
| TOTAL FINANCIAL EXPENSES | 18,902.70 | 18,903.00 | 133,775.36 | 133,955.00 | 179.64 | 227,408.00 |
| NET OPER INC/(LOSS) BEFORE CAP. EXP. | 22,017.69 | 23,433.00 | 137,506.62 | 140,694.00 | (3,187.38) | 239,318.00 |
| Partnership Income | | | | | | |
| 8005-0000 - Mortgage Entity Income | 6.66 | 0.00 | 48.45 | 0.00 | 48.45 | 0.00 |
| 8010-0000 - Other Entity Expense | 0.00 | 0.00 | (10.00) | 0.00 | (10.00) | 0.00 |
| Total Partnership Activity | 6.66 | 0.00 | 38.45 | 0.00 | 38.45 | 0.00 |
| NET INCOME (LOSS) | 22,024.35 | 23,433.00 | 137,545.07 | 140,694.00 | (3,148.93) | 239,318.00 |
| Cash Flow - Financing Activities | | | | | | |
| 7104-0000 - Replacement Reserve | 1,833.00 | 1,833.00 | 12,831.56 | 12,833.00 | 1.44 | 22,000.00 |
| 7108-0000 - Mortgage Payable (long term) | 14,584.25 | 14,584.00 | 100,633.29 | 100,633.00 | (0.29) | 174,615.00 |
| Total Cash Flow - Financing Activities | 16,417.25 | 16,417.00 | 113,464.85 | 113,466.00 | 1.15 | 196,615.00 |
| CAPITAL EXPENDITURES & ESCROWS | | | | | | |
| 7105-0000 - Replacement Reserve Reimbursement | 0.00 | 0.00 | (5,000.00) | 0.00 | 5,000.00 | 0.00 |
| 6991-0000 - Capital expenditures | 0.00 | 0.00 | 470.06 | 8,000.00 | 7,529.94 | 8,000.00 |
| 6993-0000 - Appliance Replacement | 505.00 | 0.00 | 505.00 | 1,800.00 | 1,295.00 | 3,000.00 |
| 6993-0003 - A/C Replacements | 0.00 | 0.00 | 2,905.60 | 2,400.00 | (505.60) | 3,600.00 |
| 6994-0000 - Carpet & tile | 2,021.20 | 1,200.00 | 4,839.70 | 8,400.00 | 3,560.30 | 14,400.00 |
| TOTAL CAPITAL EXPENDITURES & ESCROWS | 2,526.20 | 1,200.00 | 3,720.36 | 20,600.00 | 16,879.64 | 29,000.00 |
| GAIN/(LOSS) AFTER CAPITAL EXP. & ESCROWS | 3,080.90 | 5,816.00 | 20,359.86 | 6,628.00 | 13,731.86 | 13,703.00 |

RAVINIA HOUSING

Balance Sheet

Month Ending 07/31/16

ASSETS

Current Assets

| | |
|---|------------------|
| 1110-0000 - Petty Cash | 150.00 |
| 1121-0000 - Cash - Operating | 10,024.28 |
| 1130-0000 - Tenant/member accounts receivable | 24,828.50 |
| 1130-1000 - Allowance for Doubtful Accounts | (19,948.30) |
| 1131-0000 - Accounts receivable - subsidy | 1,502.00 |
| 1250-0000 - Prepaid Mortgage Insurance | 1,006.39 |
| Total Current Assets | <u>17,562.87</u> |

Other Assets

| | |
|---------------------------------------|-------------------|
| 1192-0000 - Tenant Sec Dep | 6,893.54 |
| 1310-0000 - Real estate tax escrow | 27,995.84 |
| 1311-0000 - Insurance escrow | 13,390.31 |
| 1312-0000 - Mortgage Insurance Escrow | 769.35 |
| 1320 - Replacement Reserve | 397,072.39 |
| Total Other Assets | <u>446,121.43</u> |

Fixed Assets

| | |
|--|-------------------|
| 1420-0000 - Building | 1,062,791.20 |
| 1420-0001 - Building Improvements | 200,692.41 |
| 1430-0000 - Land Improvements | 355,339.84 |
| 1450-0000 - Furniture for project/tenant use | 297,692.93 |
| 1497-0000 - Site improvements | 193,982.00 |
| 4120-0000 - Accum depr - buildings | (1,444,352.46) |
| 1498-0000 - Current F/A | 2,980.67 |
| Total Fixed Assets | <u>669,126.59</u> |

Financing Costs

| | |
|--------------------------------------|------------------|
| 1900-0001 - Deferred Financing Costs | 62,658.71 |
| 1999-0000 - Accum Amort - Bond Costs | (8,182.30) |
| Total Financing Costs | <u>54,476.41</u> |

Partnership Assets

| | |
|------------------------------------|-------------------|
| 1701-0000 - Cash - Partnership | 81,995.90 |
| 1702-1000 - Partnership F/A | 62,063.00 |
| 1703-0000 - Partnership Receivable | 11,730.00 |
| Total Partnership Assets | <u>155,788.90</u> |

Total Assets

1,343,076.20

RAVINIA HOUSING

Balance Sheet

Month Ending 07/31/16

Liabilities & Equity

Current Liabilities

| | |
|---|-------------------|
| 2110-0000 - Accounts payable | 8,239.36 |
| 2114-0000 - 401K Payable | 30.36 |
| 2120-0000 - Accrued wages and p/r taxes payable | 1,433.69 |
| 2130-0000 - Accrued interest - mortgage | 1,441.53 |
| 2131-0001 - Accrued Interest - 2nd Note | 80,492.51 |
| 2139-0001 - Accrued Interest - Capital Recovery Payment | 15,253.00 |
| 2150-0000 - Accrued property taxes | 62,817.65 |
| 2180-0000 - Misc current liabilities | 890.03 |
| 2180-1000 - Prepaid Insurance Claim | 1,528.51 |
| Total Current Liabilities | <u>172,126.64</u> |

Non-Current Liabilities

| | |
|---|---------------------|
| 2190-0000 - Misc Clearing | 247.00 |
| 2191-0000 - Security deposits-residential | 6,691.19 |
| 2210-0000 - Prepaid Rent | 4,006.62 |
| 2211-0000 - Prepaid HUD | 2,762.00 |
| 2310-1000 - Notes Payable - (Long Term) | 62,062.71 |
| 2320-1000 - Mortgage payable - 2nd note | 712,929.63 |
| 2320-0000 - Mortgage Payable (long term) | 384,407.68 |
| Total Non-Current Liabilities | <u>1,173,106.83</u> |

Owner's Equity

| | |
|--|-------------------|
| 3100-0000 - Limited Partners Equity | 98,828.78 |
| 3209-0000 - Prior Year Retained Earnings | (119,498.37) |
| 3210-0000 - Retained earnings | 23,115.77 |
| Current YTD Earnings | (4,603.45) |
| Total Owner's Equity | <u>(2,157.27)</u> |

Total Liability & Owner Equity

1,343,076.20

RAVINIA HOUSING

Actual vs Budget Accrual Operating Statement

| | Month Ending 07/31/16 | | Year To Date 07/31/16 | | Year Ending 12/31/16 | |
|--|--------------------------|------------------|--------------------------|-------------------|-------------------------|-------------------|
| | Actual | Budget | Actual | Budget | Actual | Budget |
| GROSS OPERATING INCOME | | | | | | |
| RESIDENTIAL RENTAL INCOME | | | | | | |
| 5120-0000 - Apartment rent | 6,463.00 | 8,745.00 | 39,451.00 | 60,475.00 | 104,200.00 | 104,200.00 |
| 5121-0000 - Tenant assistant payments | 16,407.00 | 14,386.00 | 120,296.00 | 99,026.00 | 170,956.00 | 170,956.00 |
| TOTAL RESIDENTIAL RENTAL INCOME | 22,870.00 | 23,131.00 | 159,747.00 | 159,501.00 | 275,156.00 | 275,156.00 |
| | | | (2,282.00) | (21,024.00) | (21,024.00) | (21,024.00) |
| | | | 2,021.00 | 21,270.00 | 21,270.00 | 21,270.00 |
| | | | (261.00) | 246.00 | 246.00 | 246.00 |
| VACANCIES & ADJUSTMENTS | | | | | | |
| 5220-0000 - Vacancy loss - apartments | 0.00 | (700.00) | 0.00 | (4,900.00) | (8,400.00) | (8,400.00) |
| TOTAL VACANCIES & ADJUSTMENTS | 0.00 | (700.00) | 0.00 | (4,900.00) | (8,400.00) | (8,400.00) |
| | | | 700.00 | 4,900.00 | 4,900.00 | 4,900.00 |
| | | | 700.00 | (4,900.00) | (8,400.00) | (8,400.00) |
| | | | 0.00 | 0.00 | 0.00 | 0.00 |
| OTHER INCOME | | | | | | |
| 5920-0000 - Nsf check fee | 0.00 | 0.00 | 0.00 | 50.00 | 50.00 | 50.00 |
| 5922-0000 - Late fees | 25.00 | 20.00 | 143.00 | 170.00 | 300.00 | 300.00 |
| 5945-0000 - Damages | 0.00 | 30.00 | 0.00 | 210.00 | 360.00 | 360.00 |
| 5990-0000 - Misc other income | 0.00 | 0.00 | 101.00 | 0.00 | 101.00 | 0.00 |
| 5413-0000 - Interest income - escrow | 9.75 | 24.00 | 85.70 | 168.00 | 288.00 | 288.00 |
| TOTAL OTHER INCOME | 34.75 | 74.00 | 329.70 | 598.00 | 988.00 | 988.00 |
| | | | (39.25) | (268.30) | (268.30) | (268.30) |
| | | | 399.75 | 4,877.70 | 4,877.70 | 4,877.70 |
| GROSS OPERATING INCOME | 22,904.75 | 22,505.00 | 160,076.70 | 155,199.00 | 267,754.00 | 267,754.00 |
| | | | 399.75 | 4,877.70 | 4,877.70 | 4,877.70 |
| ADVERTISING & RENTING EXPENSE | | | | | | |
| 6211-0000 - Marketing/Promotions | 237.00 | 0.00 | 282.90 | 0.00 | 0.00 | 0.00 |
| 6290-0000 - Renting expenses | 0.00 | 53.00 | 0.00 | 371.00 | 636.00 | 636.00 |
| TOTAL ADVERTISING & RENTING EXPENSE | 237.00 | 53.00 | 282.90 | 371.00 | 636.00 | 636.00 |
| | | | (184.00) | 88.10 | 88.10 | 88.10 |
| | | | 282.90 | 371.00 | 636.00 | 636.00 |
| ADMINISTRATIVE EXPENSE | | | | | | |
| 6311-0000 - Office supplies | 1,103.02 | 275.00 | 4,841.34 | 1,925.00 | 3,300.00 | 3,300.00 |
| 6320-0000 - Management fee | 890.03 | 900.00 | 6,239.14 | 6,300.00 | 10,800.00 | 10,800.00 |
| 6340-0000 - Legal Expense - Project | 3,000.00 | 525.00 | 3,000.00 | 3,675.00 | 6,300.00 | 6,300.00 |
| 6350-0000 - Audit Expense | 0.00 | 460.00 | 5,500.00 | 3,220.00 | 5,520.00 | 5,520.00 |
| 6365-0000 - Training & Education Expense | 0.00 | 15.00 | 132.00 | 105.00 | 180.00 | 180.00 |
| 6370-0000 - Bad debts | 0.00 | 250.00 | 0.00 | 1,750.00 | 3,000.00 | 3,000.00 |
| 6380-0000 - Consulting/study costs | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 2,000.00 |
| 6390-0000 - Misc administrative expenses | 117.18 | 100.00 | 2,424.74 | 1,240.00 | 1,740.00 | 1,740.00 |
| 6390-0002 - Computer Supplies/Data Processing | 85.95 | 81.00 | 598.45 | 567.00 | 972.00 | 972.00 |
| 6860-0000 - Security Deposit Interest | (0.16) | 0.00 | (1.19) | 0.00 | 0.00 | 0.00 |
| TOTAL ADMINISTRATIVE EXPENSE | 5,196.02 | 2,606.00 | 22,734.48 | 18,782.00 | 33,812.00 | 33,812.00 |
| | | | (2,590.02) | (2,706.25) | (2,706.25) | (2,706.25) |
| | | | 22,734.48 | 18,782.00 | 33,812.00 | 33,812.00 |
| PAYROLL & RELATED COSTS | | | | | | |
| 6330-0000 - Manager Salary | 526.14 | 600.00 | 3,946.05 | 4,500.00 | 7,836.00 | 7,836.00 |
| 6310-0000 - Office salaries | 1,078.69 | 741.00 | 6,924.93 | 5,605.00 | 9,698.00 | 9,698.00 |
| 6510-0000 - Janitor and cleaning payroll | 1,306.13 | 1,249.00 | 10,678.70 | 9,288.00 | 16,186.00 | 16,186.00 |
| 6540-0000 - Repairs payroll | 0.00 | 0.00 | 17.00 | 0.00 | 0.00 | 0.00 |
| 6715-0000 - Payroll Taxes | 222.69 | 177.00 | 2,184.92 | 1,811.00 | 2,798.00 | 2,798.00 |
| 6722-0000 - Workers compensation | 75.87 | 130.00 | 117.97 | 868.00 | 1,518.00 | 1,518.00 |
| 6723-0000 - Employee Health Ins/Other Benefits | 190.89 | 143.00 | 1,036.55 | 1,014.00 | 1,742.00 | 1,742.00 |
| 6724-0000 - Union Benefits | 370.59 | 244.00 | 2,594.13 | 1,708.00 | 2,928.00 | 2,928.00 |
| TOTAL PAYROLL & RELATED COSTS | 3,771.00 | 3,284.00 | 27,500.25 | 24,794.00 | 42,706.00 | 42,706.00 |
| | | | (487.00) | (2,706.25) | (2,706.25) | (2,706.25) |
| | | | 27,500.25 | 24,794.00 | 42,706.00 | 42,706.00 |

RAVINIA HOUSING

Actual vs Budget Accrual Operating Statement

| | Month Ending 07/31/16 | | Year To Date 07/31/16 | | Year Ending 12/31/16 | |
|---|--------------------------|------------------|--------------------------|-------------------|-------------------------|-------------------|
| | Actual | Budget | Actual | Budget | Actual | Budget |
| OPERATING EXPENSES | | | | | | |
| 6515-0000 - Janitors and cleaning supplies | 448.50 | 114.00 | 704.74 | 798.00 | 93.26 | 1,368.00 |
| 6520-0000 - Miscellaneous Repair Contractors | 9,011.84 | 3,100.00 | 27,472.86 | 21,700.00 | (5,772.86) | 37,200.00 |
| 6525-0000 - Rubbish removal | 393.00 | 500.00 | 2,826.00 | 3,500.00 | 674.00 | 6,000.00 |
| TOTAL OPERATING EXPENSES | 9,853.34 | 3,714.00 | 31,003.60 | 25,998.00 | (5,005.60) | 44,568.00 |
| UTILITIES | | | | | | |
| 6450-0000 - Electricity | 172.58 | 240.00 | 1,549.59 | 1,680.00 | 130.41 | 2,880.00 |
| 6451-0000 - Water | 0.00 | 97.00 | 203.64 | 679.00 | 475.36 | 1,164.00 |
| 6452-0000 - Gas | 0.00 | 167.00 | 0.00 | 1,169.00 | 1,169.00 | 2,004.00 |
| TOTAL UTILITIES | 172.58 | 504.00 | 1,753.23 | 3,528.00 | 1,774.77 | 6,048.00 |
| TAXES AND INSURANCE | | | | | | |
| 6710-0000 - Real estate taxes | 4,220.00 | 4,220.00 | 29,540.00 | 29,540.00 | 0.00 | 50,640.00 |
| 6720-0000 - Property and liability insurance | 992.90 | 993.00 | 7,235.77 | 6,951.00 | (284.77) | 12,166.00 |
| TOTAL TAXES AND INSURANCE | 5,212.90 | 5,213.00 | 36,775.77 | 36,491.00 | (284.77) | 62,806.00 |
| TOTAL OPERATING EXPENSES | 24,442.84 | 15,374.00 | 120,050.23 | 109,964.00 | (10,086.23) | 190,576.00 |
| NET OPERATING INCOME (LOSS) | (1,538.09) | 7,131.00 | 40,026.47 | 45,235.00 | (5,208.53) | 77,178.00 |
| FINANCIAL EXPENSES | | | | | | |
| 6820-0000 - Mortgage interest | 2,926.80 | 2,927.00 | 20,539.75 | 20,540.00 | 0.25 | 35,136.00 |
| 6850-0000 - Mortgage Service Fee | 143.77 | 154.00 | 1,012.31 | 1,064.00 | 51.69 | 1,834.00 |
| TOTAL FINANCIAL EXPENSES | 3,070.57 | 3,081.00 | 21,552.06 | 21,604.00 | 51.94 | 36,970.00 |
| NET OPER INC/(LOSS) BEFORE CAP. EXP. | (4,608.66) | 4,050.00 | 18,474.41 | 23,631.00 | (5,156.59) | 40,208.00 |
| Partnership Income | 5.21 | 0.00 | 37.91 | 0.00 | 37.91 | 0.00 |
| 8005-0000 - Mortgage Entity Income | 5.21 | 0.00 | 37.91 | 0.00 | 37.91 | 0.00 |
| Total Partnership Activity | | | | | | |
| NET INCOME (LOSS) | (4,603.45) | 4,050.00 | 18,512.32 | 23,631.00 | (5,118.68) | 40,208.00 |
| Cash Flow - Financing Activities | | | | | | |
| 7104-0000 - Replacement Reserve | 1,366.87 | 1,435.00 | 9,568.09 | 9,773.00 | 204.91 | 16,948.00 |
| 7108-0000 - Mortgage Payable (long term) | 666.31 | 666.00 | 4,612.23 | 4,612.00 | (0.23) | 7,981.00 |
| Total Cash Flow - Financing Activities | 2,033.18 | 2,101.00 | 14,180.32 | 14,385.00 | 204.68 | 24,929.00 |
| CAPITAL EXPENDITURES & ESCROWS | | | | | | |
| 7105-0000 - Replacement Reserve Reimbursement | 0.00 | (1,000.00) | 0.00 | (8,000.00) | (8,000.00) | (14,000.00) |
| 6991-0000 - Capital expenditures | 1,178.75 | 0.00 | 1,306.95 | 0.00 | (1,306.95) | 0.00 |
| 6993-0000 - Appliance Replacement | 0.00 | 0.00 | 1,673.72 | 1,000.00 | (673.72) | 2,000.00 |
| 6994-0000 - Carpet & tile | 0.00 | 1,000.00 | 0.00 | 7,000.00 | 7,000.00 | 12,000.00 |
| TOTAL CAPITAL EXPENDITURES & ESCROWS | 1,178.75 | 0.00 | 2,980.67 | 0.00 | (2,980.67) | 0.00 |
| GAIN/(LOSS) AFTER CAPITAL EXP. & ESCROWS | (7,815.38) | 1,949.00 | 1,351.33 | 9,246.00 | (7,894.67) | 15,279.00 |



401 N. Michigan Avenue
Suite 700
Chicago IL 60611
312.836.5200
866.324.4431 TDD
www.ihda.org

Bruce Rauner, Governor

July 6, 2016

VIA E-MAIL

Ms. Charmain Later
Peers Housing Association
1150 Half Day Road
Highland Park, IL 60035

**RE: Frank B. Peers Senior Housing, TEB-2269 fka ML-093
2016 Management & Occupancy Review Findings Close-Out**

Dear Ms. Later:

The Illinois Housing Development Authority ("IHDA") conducted a comprehensive review of the above referenced development on April 26-27, 2016. The letter transmitting your annual review indicated that you were to respond to us within 30 days with a plan addressing findings noted during our review.

We are pleased to confirm that all findings have been resolved. If you have any questions regarding this matter, please contact me at enerney@ihda.org or (312) 836-5327.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Nerney".

Elizabeth Nerney
Senior Asset Manager/MOR Specialist
Asset Management Services

cc: Leslie Smigel
Brent Norvik
Cheryl Warren
Polly Kuehl
Gail Burks
Darletta Baugh



Memorandum

To: Housing Commission
From: Charmain Later, Senior Planner Community Development, Planning Division
Date: September 6, 12016
Re: Insurance termination policy

At the August 3 meeting, the question regarding the cancellation policy of our insurance policy came up. Below is the response I received from Nancy Fletcher, from NFP Property and Casualty Services, our insurance provider.

For all three policies (Commercial Package, Umbrella Liability, Directors & Officers Liability), there would be a short-rate penalty for early cancellation. The short rate penalty is 10% of the unearned premium. Additionally, the Directors & Officers Liability policy does have a 25% minimum earned premium clause. In other words, you can cancel the policy within the first 3 months, however, the first three months of premium would be fully earned. The Umbrella Liability and Commercial Package do not have minimum earned premiums, however, I do need to check if any portion of the \$800 Program Manager fee is returned in the event of early cancellation.

The 10% short rate penalty would apply as follows: If a policy were cancelled half way through the policy period, without a short rate penalty, 50% of the premium would be returned. However, with application of the short rate penalty, 10% of the unearned premium would be kept as the penalty. So, in this case, 10% of the 50% of the premium that is unearned (unearned because the policy is being cancelled half way through the policy term). If the annual premium is \$10,000 and the policy is cancelled 6 months into the policy term, the return premium would be \$4,500 ($.90 \times \$5,000$).

The 25% minimum earned premium means that if the policy were cancelled any time between the first day of the policy term and 3 months into the policy term, the carrier is going to retain 3 months of premium (25% of the annual term's premium). In addition, the 10% short rate penalty would apply to the remaining 75% of the unearned premium.

The policies were renewed August 9th. Any early cancellations to the policies would be subject to the minimum earned premium and short rate penalties described above.

ASSETS

| | | |
|------------------------------|--------------------|----------------------|
| Current Assets | | |
| FBHP Checking | \$ 40,107.96 | |
| FBHP Security Dep Savings | 2,230.95 | |
| Financing Costs | <u>8,135.00</u> | |
| Total Current Assets | | 50,473.91 |
| Property and Equipment | | |
| Building Unit 231 | 135,000.32 | |
| Building Unit 319 | 134,999.62 | |
| Accum Dep Building | <u>(56,850.86)</u> | |
| Accum Amort Fees | <u>(678.00)</u> | |
| Total Property and Equipment | | 212,471.08 |
| Other Assets | | |
| Total Other Assets | | <u>0.00</u> |
| Total Assets | | <u>\$ 262,944.99</u> |

LIABILITIES AND CAPITAL

| | | |
|-----------------------------|-----------------|----------------------|
| Current Liabilities | | |
| Due to Peers Housing Assn | \$ 258,832.40 | |
| Accrued RE Tax | 6,434.84 | |
| Security Deposits | <u>2,123.00</u> | |
| Total Current Liabilities | | 267,390.24 |
| Long-Term Liabilities | | |
| Total Long-Term Liabilities | | <u>0.00</u> |
| Total Liabilities | | 267,390.24 |
| Capital | | |
| Equity-Retained Earnings | (7,565.50) | |
| Net Income | <u>3,120.25</u> | |
| Total Capital | | <u>(4,445.25)</u> |
| Total Liabilities & Capital | | <u>\$ 262,944.99</u> |

SWA 2 Rental
Income Statement
Compared with Budget
For the Seven Months Ending July 31, 2016

| | Current Month Actual | Current Month Budget | Current Month Variance | Year to Date Actual | Year to Date Budget | Year to Date Variance |
|--------------------------|-------------------------|-------------------------|---------------------------|------------------------|------------------------|--------------------------|
| Revenues | | | | | | |
| Rents | \$ 0.00 | \$ 1,911.00 | \$(1,911.00) | \$ 12,978.00 | \$ 13,373.00 | \$(395.00) |
| Interest Income | 0.00 | 0.00 | 0.00 | 1.67 | 0.00 | 1.67 |
| Total Revenues | 0.00 | 1,911.00 | \$(1,911.00) | 12,979.67 | 13,373.00 | \$(393.33) |
| Cost of Sales | | | | | | |
| Total Cost of Sales | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Gross Profit | 0.00 | 1,911.00 | \$(1,911.00) | 12,979.67 | 13,373.00 | \$(393.33) |
| Expenses | | | | | | |
| Office Supplies | 0.00 | 4.00 | (4.00) | 0.00 | 29.00 | (29.00) |
| Management Fee | 216.00 | 124.00 | 92.00 | 1,259.86 | 868.00 | 391.86 |
| Software/Data Processing | 0.00 | 0.00 | 0.00 | 26.28 | 0.00 | 26.28 |
| Heating & Air | 0.00 | 42.00 | (42.00) | 0.00 | 290.00 | (290.00) |
| Supplies | 48.95 | 8.00 | 40.95 | 64.23 | 56.00 | 8.23 |
| Maintenance | 0.00 | 42.00 | (42.00) | 0.00 | 290.00 | (290.00) |
| Condo Asst Rental Units | 672.74 | 626.00 | 46.74 | 4,869.21 | 4,382.00 | 487.21 |
| Cable TV | 100.00 | 90.00 | 10.00 | 600.00 | 630.00 | (30.00) |
| Real Estate tax expense | 0.00 | 566.67 | (566.67) | 3,039.84 | 3,966.69 | (926.85) |
| Bldg Insurance | 0.00 | 33.00 | (33.00) | 0.00 | 231.00 | (231.00) |
| Total Expenses | 1,037.69 | 1,535.67 | (497.98) | 9,859.42 | 10,742.69 | (883.27) |
| Net Income | (\$ 1,037.69) | \$ 375.33 | \$(1,413.02) | \$ 3,120.25 | \$ 2,630.31 | 489.94 |

SWA 2 Rental

Account Register

For the Period From Jul 1, 2016 to Jul 31, 2016

1103M14 - FBHP Checking

Filter Criteria includes: Report order is by Date.

| Date | Trans No | Type | Trans Desc | Deposit Amt | Withdrawal Amt | Balance |
|---------|----------|------------|--------------------------------|-------------|-----------------|-----------|
| | | | Beginning Balance | | | 41,145.65 |
| 7/20/16 | 1189 | Withdrawal | Sunset Woods Condominium Assoc | | 772.74 | 40,372.91 |
| 7/28/16 | 1190 | Withdrawal | Housing Opportunity Developmen | | 264.95 | 40,107.96 |
| | | | Total | | <u>1,037.69</u> | |

Sunset Woods Rental
 RENT ROLL DETAIL
 8/9/2016 12:37:08 PM
 As of Date: 7/31/2016

Parameters: Property - ALL; Unit Designation - ALL; Subjournal - ALL; Sort By - Name; Display - Market + Addl.

| Unit | Floor Plan | Name | Lease Start | Lease End | Market + Addl. | Dep On Hand | Balance | Total Charges | RENT |
|-------|------------|------------|-------------|------------|----------------|-------------|----------|---------------|----------|
| 1-231 | 2BR x 2BA | [REDACTED] | 08/01/2013 | 07/31/2014 | 0.00 | 1033.00 | -1079.00 | 1058.00 | 1058.00 |
| 1-319 | 2BR x 2BA | [REDACTED] | 05/01/2013 | 04/30/2014 | 0.00 | 1090.00 | 0.00 | 1120.00 | 1120.00 |
| | | | | | | | | | |
| TOTAL | | | | | 0.00 | 2,123.00 | | 2,178.00 | 2,178.00 |

ASSETS

| | | |
|------------------------------|--------------|---------------------|
| Current Assets | | |
| Assn FBHP Checking | \$ 342.00 | |
| FBHP General Checking | 80,221.44 | |
| FBHP Security Dep. Savings | 10,606.38 | |
| FBHP Savings | 9,206.58 | |
| Tax Reserve | 5,731.88 | |
| Accounts Receivable | 912.00 | |
| A/R, Transfers | 20.00 | |
| Total Current Assets | | 107,040.28 |
| Property and Equipment | | |
| Building | 1,552,988.40 | |
| Appliances | 474.17 | |
| Accum Dep Building | (341,105.14) | |
| Total Property and Equipment | | 1,212,357.43 |
| Other Assets | | |
| Total Other Assets | | 0.00 |
| Total Assets | \$ | <u>1,319,397.71</u> |

LIABILITIES AND CAPITAL

| | | |
|-----------------------------|--------------|---------------------|
| Current Liabilities | | |
| Accrued RE Tax | \$ 12,784.40 | |
| Security Deposits | 9,505.00 | |
| Total Current Liabilities | | 22,289.40 |
| Long-Term Liabilities | | |
| Notes Payable, Lake Co | 72,231.18 | |
| Notes Payable, FBHP | 409,992.53 | |
| Notes Payable, IHDA | 136,219.60 | |
| Total Long-Term Liabilities | | 618,443.31 |
| Total Liabilities | | 640,732.71 |
| Capital | | |
| Equity-Retained Earnings | 659,758.91 | |
| Net Income | 18,906.09 | |
| Total Capital | | 678,665.00 |
| Total Liabilities & Capital | \$ | <u>1,319,397.71</u> |

Sunset Woods Housing 12
Income Statement
Compared with Budget
For the Seven Months Ending July 31, 2016

| | Current Month Actual | Current Month Budget | Current Month Variance | Year to Date Actual | Year to Date Budget | Year to Date Variance |
|-------------------------------|-------------------------|-------------------------|---------------------------|------------------------|------------------------|--------------------------|
| Revenues | | | | | | |
| Rents | \$ 9,618.00 | \$ 8,924.33 | \$ 693.67 | \$ 69,534.93 | \$ 62,470.31 | \$ 7,064.62 |
| Late & NSF Fees | 0.00 | 0.00 | 0.00 | 26.00 | 0.00 | 26.00 |
| Misc. Income | 0.00 | 0.00 | 0.00 | 341.00 | 0.00 | 341.00 |
| Interest Income | 0.00 | 0.00 | 0.00 | 34.54 | 0.00 | 34.54 |
| Vacancy | 0.00 | 0.00 | 0.00 | (154.93) | 0.00 | (154.93) |
| Total Revenues | 9,618.00 | 8,924.33 | 693.67 | 69,781.54 | 62,470.31 | 7,311.23 |
| Cost of Sales | | | | | | |
| Total Cost of Sales | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Gross Profit | 9,618.00 | 8,924.33 | 693.67 | 69,781.54 | 62,470.31 | 7,311.23 |
| Expenses | | | | | | |
| Office Supplies | 0.00 | 8.00 | (8.00) | 497.54 | 56.00 | 441.54 |
| Management Fee | 629.59 | 580.08 | 49.51 | 4,648.72 | 4,060.56 | 588.16 |
| Credit Ck Fees | 0.00 | 4.00 | (4.00) | 20.95 | 28.00 | (7.05) |
| Government Fees | 0.00 | 96.00 | (96.00) | 0.00 | 670.00 | (670.00) |
| Software/Data Processing | 0.00 | 0.00 | 0.00 | 178.51 | 0.00 | 178.51 |
| Carpet Cleaning | 0.00 | 83.00 | (83.00) | 0.00 | 585.00 | (585.00) |
| Heating & Air | 0.00 | 42.00 | (42.00) | 600.00 | 290.00 | 310.00 |
| Electrical & Plumbing Maint | 0.00 | 42.00 | (42.00) | 340.00 | 290.00 | 50.00 |
| Painting & Decorating | 0.00 | 100.00 | (100.00) | 530.00 | 700.00 | (170.00) |
| Appliance Repairs | 0.00 | 66.67 | (66.67) | 0.00 | 466.69 | (466.69) |
| Supplies Assn | 293.68 | 0.00 | 293.68 | 450.14 | 0.00 | 450.14 |
| Supplies | 0.00 | 66.67 | (66.67) | 1,583.81 | 466.69 | 1,117.12 |
| Carpet | 0.00 | 0.00 | 0.00 | 855.10 | 0.00 | 855.10 |
| Maintenance | 0.00 | 100.00 | (100.00) | (455.27) | 700.00 | (1,155.27) |
| Electricity | 0.00 | 0.00 | 0.00 | 287.95 | 0.00 | 287.95 |
| Condo Assessment Rental Units | 2,756.40 | 2,564.00 | 192.40 | 21,540.10 | 17,948.00 | 3,592.10 |
| Cable TV | 600.00 | 540.00 | 60.00 | 3,000.00 | 3,780.00 | (780.00) |
| Real Estate tax expense | 0.00 | 1,167.00 | (1,167.00) | 5,731.02 | 8,165.00 | (2,433.98) |
| Loan Interest | 1,619.51 | 2,500.00 | (880.49) | 11,066.88 | 17,500.00 | (6,433.12) |
| Bldg Insurance | 0.00 | 216.00 | (216.00) | 0.00 | 1,518.00 | (1,518.00) |
| Total Expenses | 5,899.18 | 8,175.42 | (2,276.24) | 50,875.45 | 57,223.94 | (6,348.49) |
| Net Income | \$ 3,718.82 | \$ 748.91 | \$ 2,969.91 | \$ 18,906.09 | \$ 5,246.37 | \$ 13,659.72 |

Sunset Woods Housing 12
Account Register

For the Period From Jul 1, 2016 to Jul 31, 2016
1103M13 - FBHP General Checking

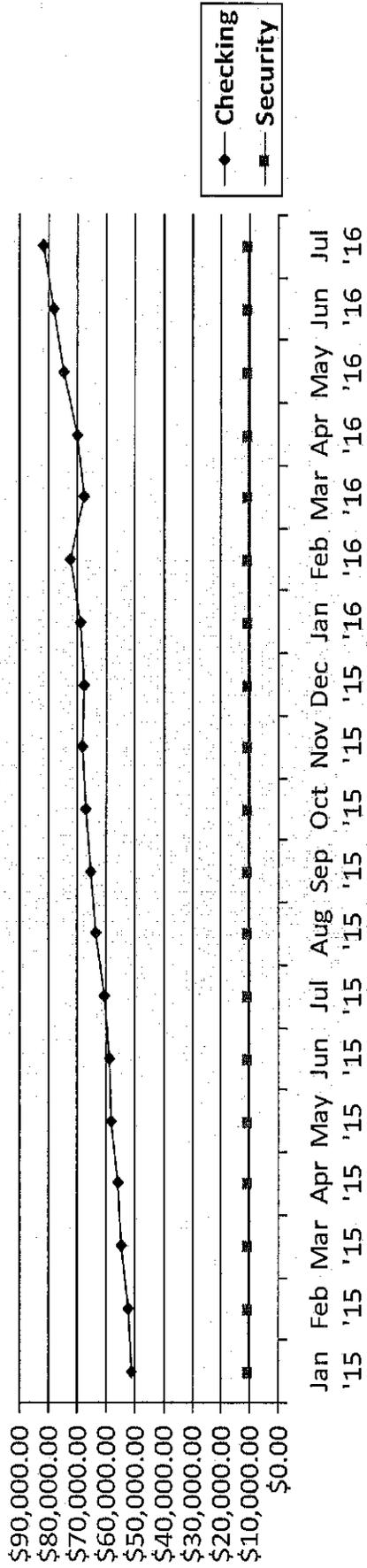
Filter Criteria includes: Report order is by Date.

| Date | Trans No | Type | Trans Desc | Deposit Amt | Withdrawal Amt | Balance |
|---------|-----------------------|------------|--------------------------------|-------------|----------------|-----------|
| | | | Beginning Balance | | | 76,456.51 |
| 7/1/16 | HA1607 | Other | HUD Rent July 2016 | 3,627.00 | | 80,083.51 |
| 7/1/16 | IHDA1607 | Other | ihda/auto pymt | | 100.00 | 79,983.51 |
| 7/7/16 | RP1607 | Other | rent - tiersky | 444.00 | | 80,427.51 |
| 7/8/16 | Sunset Deposit 7.8.16 | Other | Sunset Deposit 7.8.16 | 4,244.00 | | 84,671.51 |
| 7/19/16 | Sunset Rent 7.19.16 | Other | Sunset Rent 7.19.16 | 36.00 | | 84,707.51 |
| 7/20/16 | 1709 | Withdrawal | Sunset Woods Condominium Assoc | | 3,356.40 | 81,351.11 |
| 7/24/16 | Ref1607Rent1608 | Other | Escrow / Rent | 3,000.60 | | 84,351.71 |
| 7/26/16 | loan16 | Other | FBHP/auto pymt | | 3,379.00 | 80,972.71 |
| 7/27/16 | 1710 | Withdrawal | Housing Opportunity Dev. Corp. | | 923.27 | 80,049.44 |
| 7/29/16 | RP1607 | Other | Rent - Nacsa | 172.00 | | 80,221.44 |
| | | | Total | 11,523.60 | 7,758.67 | |

Sunset Woods - July 31, 2016

Ending balance checking \$81,548
 Ending balance Security Deposits \$10,606
 TOTAL \$92,154

Cash Position



Sunset Woods

RENT ROLL DETAIL

8/9/2016 12:27:34 PM

As of Date: 7/31/2016

Parameters: Property - ALL; Unit Designation - ALL; Subjournal - ALL; Sort By - Name; Display - Market + Addl.

| Unit | Floor Plan | Name | Lease Start | Lease End | Market + | Dep On | Balance | Total | RENT | SUBRENT | |
|--------------|------------|------------|-------------|------------|----------|---------|---------|---------|------------------|-----------------|-----------------|
| 1-216 | 1BR x 1BA | [REDACTED] | 07/01/2014 | 06/30/2015 | 0.00 | 785.00 | -349.00 | 664.00 | 349.00 | 315.00 | |
| 1-112 | 1BR x 1BA | [REDACTED] | 04/08/2016 | 03/31/2017 | 0.00 | 365.00 | -685.00 | 685.00 | 685.00 | 0.00 | |
| 1-312 | 1BR x 1BA | [REDACTED] | 04/01/2015 | 03/31/2016 | 0.00 | 800.00 | 0.00 | 854.00 | 213.00 | 641.00 | |
| 1-214 | 1BR x 1BA | [REDACTED] | 06/01/2015 | 05/31/2016 | 0.00 | 850.00 | 0.00 | 854.00 | 284.00 | 570.00 | |
| 1-316 | 1BR x 1BA | [REDACTED] | 07/01/2015 | 06/30/2016 | 0.00 | 800.00 | -166.00 | 665.00 | 166.00 | 499.00 | |
| 1-237 | 2BR x 2BA | [REDACTED] | 10/01/2014 | 09/30/2015 | 0.00 | 750.00 | 5.00 | 880.00 | 880.00 | 0.00 | |
| 1-303 | 1BR x 1BA | [REDACTED] | 08/01/2015 | 07/31/2016 | 0.00 | 785.00 | 0.00 | 1526.00 | 1526.00 | 0.00 | |
| 1-337 | 2BR x 2BA | [REDACTED] | 01/01/2013 | 01/01/2014 | 0.00 | 690.00 | 0.00 | 880.00 | 880.00 | 0.00 | |
| 1-103 | 1BR x 1BA | [REDACTED] | 09/01/2014 | 08/31/2015 | 0.00 | 1104.00 | 0.00 | 854.00 | 331.00 | 523.00 | |
| 1-212 | 1BR x 1BA | [REDACTED] | 06/01/2006 | 06/01/2011 | 0.00 | 835.00 | 0.00 | 854.00 | 444.00 | 410.00 | |
| 1-314 | 1BR x 1BA | [REDACTED] | 07/01/2015 | 06/30/2016 | 0.00 | 866.00 | 0.00 | 664.00 | 427.00 | 237.00 | |
| 1-203 | 1BR x 1BA | [REDACTED] | 07/01/2015 | 06/30/2016 | 0.00 | 785.00 | 0.00 | 664.00 | 232.00 | 432.00 | |
| TOTAL | | | | | | | | | 10,044.00 | 6,417.00 | 3,627.00 |

Housing Trust Fund

Fiscal Year 2016

January 1 - December 31 - Unaudited

Unaudited
Through 07/31/2016

| | |
|--|-----------|
| Beginning Balance, Jan 1, 2016 - Audited | \$747,173 |
| Revenue: | |
| Demolition Tax | 73,337 |
| Demolition Permits | 10,425 |
| Interest Revenue | 3,321 |
| Contributions/Donations/Other | 0 |
| Proceeds of Ceding Volume Cap | 0 |
| | <hr/> |
| | 87,083 |
| | <hr/> |
| Expenditures: | |
| Program Costs | (19,483) |
| | <hr/> |
| | (19,483) |
| | <hr/> |
| Ending Balance | <hr/> |
| | \$814,772 |
| | <hr/> |



175 Olde Half Day Rd, Suite 290
Lincolnshire, IL 60069
P: (847) 459-8850
F: (847) 537-8954
www.manningsilverman.com

August 3, 2016

To the Board of Directors
Sunset Woods Association
Highland Park, Illinois

We have audited the financial statements of Sunset Woods Housing (IHDA Project No.: HTF-1213) for the year ended December 31, 2015, and have issued our report thereon dated August 3, 2016. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Sunset Woods Housing (IHDA Project No.: HTF-1213) are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2015. We noted no transactions entered into by the Housing during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no sensitive estimates affecting the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated August 3, 2016

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Housing's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. There were no discussions or communications with any other independent accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters with management each year prior to retention as auditors or during the performance of the audit. These matters include the application of accounting principles and auditing standards. Most of these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention, and nothing arose during those discussions that affected the audit.

This information is intended solely for the use of the Board of Directors and management of Sunset Woods Housing (IHDA Project No.: HTF-1213) and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Manning Silverman & Company
Lincolnshire, Illinois



Memorandum

To: Housing Commission
From: Charmain Later, Senior Planner Community Development, Planning Division
Date: September 2, 2016
Re: Process for Resale of 851 Laurel Inclusionary Unit

Please find attached the Affordable Unit Declaration for Unit 14, or 851 Laurel Avenue. This unit is an inclusionary unit in the Laurel Court development. The owner is in the process of selling the home. CPAH representatives and I inspected the home and the owner is aware of any necessary or recommended improvements before showing the property. An appraisal of the property has been performed and is available for review by the Commissioners.

This is the first resale of an inclusionary unit for the City and CPAH. Ms. Amy Kaufman from CPAH will be in attendance at the September 7 meeting to discuss the process with the Housing Commission. In preparation for this discussion I have pulled out information in the AUD that pertains to the Housing Commission's role in this process for your convenience and it is presented below.

The Commission has the right of first refusal or can assign its purchase option to another person or entity within 45 days after the receipt of the appraisal. It is not under any obligation to purchase the unit. (See page 6 of attached AUD Section C.)

The Commission can decline or just not act (See page 8, Section L). If the Housing Commission does not purchase the property within 90 days after they deliver their Exercise Notice (intent to purchase) then the owner can sell to any qualified buyer.

If the unit cannot be sold to a qualified buyer within nine months after the date of the Intent to Sell notice, then the owner provides another Intent to Sell to the Housing Commission. If the Housing Commission still does not wish to purchase the property, and the owner is unable to locate a qualified buyer within one year of the Intent to Sell notice (it's not clear in the AUD if this is the first or second Intent to Sell notice) then the Owner appoints the Housing Commission to dispose of the property "in a manner that furthers the goals of the Housing Commission." In the unlikely event a qualified buyer cannot be found and the Housing Commission has not exercised its option to purchase, the unit could eventually be sold to a non-income qualified buyer.

This document was prepared by and after recording should be returned to:

Peter M. Friedman
Holland & Knight
131 S. Dearborn, 30th Floor
Chicago, IL 60603



Image# 043068710028 Type: DEC
Recorded: 03/31/2008 at 12:12:16 PM
Receipt#: 2008-00016188
Total Amt: \$83.00 Page 1 of 28
IL Rental Housing Fund: \$10.00
Lake County IL Recorder
Mary Ellen Vanderventer Recorder

File **6325803**

AFFORDABLE UNIT DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("**Declaration**") is made and entered into as of the 31st day of March, 2008 by Fulton Developers, Inc., a real estate developer ("**Declarant**") with an office at 381 Kelburn Road, Unit 316, Deerfield, Illinois 60015.

RECITALS:

A. The Declarant is the owner in fee simple of the land legally described in **Exhibit A** which is attached hereto and incorporated herein by reference ("**Land**"), together with all improvements and fixtures thereon (collectively, the "**Property**").

B. The Property is being developed as an affordable unit pursuant to the City's inclusionary zoning regulations (Article XXI of Chapter 150 of the "Highland Park Code of 1968," as amended ("**City Code**")), established by the City to further its goal of preserving and promoting a culturally and economically diverse population through the development and preservation of decent, affordable housing as a component of market rate developments in order to create and preserve housing opportunities for low- and moderate-income people who otherwise would be denied such opportunities because of limited financial resources. The Property is subject to the Development Agreement between Declarant and the City of Highland Park, an Illinois home rule municipal corporation, with offices at 1707 St. Johns Avenue, Highland Park, Illinois ("**City**"), dated May 25, 2006, and subject further to the Declarant entering into this Declaration and causing it to be recorded against the Property at the office of the County of Lake, Illinois Recorder of Deeds. The Owner acknowledges that this Declaration is included within the zoning authority of the City in furtherance of these purposes, which is, and is hereby accepted by the Owner as sufficient basis for this Declaration.

C. The City of Highland Park Housing Commission ("**Housing Commission**") was created by the City Council of the City as a municipal corporation organized for the purposes of promoting the development and preservation of decent, affordable housing in the City. Among other activities, the Housing Commission is responsible for overseeing the implementation of the inclusionary housing component of the City Code.

D. The Owner shares the purposes and goals of the City and the Housing Commission and has agreed to purchase the Property not only to obtain those benefits to which

all subsequent owners are entitled under this Declaration, but also to further the purposes of the City's zoning regulations concerning affordable housing.

E. The Owner and each of its successors and assigns recognize the special nature of the terms and conditions of this Declaration, and each of them, with the independent and informed advice of legal counsel, freely accepts these terms and conditions, including those terms and conditions that may affect the marketing and resale price of the Property.

F. The Owner and each of its successors and assigns understand and accept that the terms and conditions of this Declaration further such shared goals over an extended period of time and through successions of owners.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant, for itself and its successors in interest in the Property and/or any part thereof, hereby declares that the Property is and shall be subject at all times to the following:

Section 1. Definitions. Whenever used in this Declaration, the following terms shall have the following meanings unless a different meaning is required by the context:

"Domestic Partner": For purposes hereof, a person shall qualify as the Owner's "Domestic Partner" if (i) neither the Owner nor such person is married, (ii) each of the Owner and such person is at least eighteen (18) years old and competent to consent and enter into legally binding contracts, (iii) the Owner and such person are not related to each other by blood closer than would bar marriage in the State of Illinois; (iv) the Owner and such person is each other's sole Domestic Partner; (v) the Owner and such person are mutually responsible for each other's common welfare; and (vi) such person satisfies at least one of the following criteria: (a) such person is the primary beneficiary under the Owner's will; (b) the Owner and such person have joint ownership of a motor vehicle; (c) the Owner and such person have a bona-fide joint credit account; (d) the Owner and such person have a bona-fide joint checking or savings account; (e) such person is designated as the primary beneficiary of the Owner's life insurance or retirement benefits; or (f) such person holds a power of attorney for healthcare decisions for the Owner.

"Household": All persons who reside or will reside together with the Owner(s) or any subsequent owner on the Property.

"Housing Commission": The Highland Park Housing Commission, a municipal corporation created and operating pursuant to Article XI of Chapter 33 of the City Code, along with its successors and permitted assigns and designees, including, without limitation the Highland Park Illinois Community Land Trust.

"Owner": Each legal and equitable owner of all or any portion of the Property or any interest therein, including, without limitation the Declarant and any subsequent owner by sale, conveyance or other transfer of any legal or beneficial interest in the Property, and unless the context otherwise requires, "Owner" shall mean the Owner at the time in question. "Owner" and "Owners" are used interchangeably.

"Permitted Transferee": The Owner's spouse, Domestic Partner, one or more of the Owner's children, or any member of the Owner's Household who has resided upon the Property for at least one year immediately prior to the Owner's death.

"Purchase Option": The permanent and irrevocable option (but without obligation) of the Housing Commission to purchase the Property upon the occurrence of certain Purchase Events as more specifically set forth in Section 9 of this Declaration.

"Purchase Price": The lesser of (i) the value set forth in the Appraisal or (ii) the Formula Purchase Price.

"Transfer or Conveyance" or "Transferred or Conveyed": Any sale, transfer, conveyance, assignment, pledge, mortgage, hypothecation or transfer or other disposition, and includes, but is not limited to, (i) any transfer or encumbrance or pledge of any ownership interest in and/or any controlling interest in the Owner or any other entity which owns or occupies the Property or any such ownership or controlling interest in any constituent (e.g., shareholders, partners and/or members) of the Owner or any such other owning or occupying entity; and (ii) any lease or sublease of the Property.

Section 2. Term; Recordation. The covenants, conditions, and restrictions in this Declaration shall continue in full force and effect with respect to the Property unless the Housing Commission records in the land records an instrument specifically stating that these covenants, conditions, and restrictions shall be terminated or amended. This Declaration shall be recorded by the Initial Owner of the Property in an order and manner to assure that the Declaration shall be first recorded and not subject or subordinate to any mortgages, liens, or any other similar encumbrances.

Section 3. Sale, Transfer or Conveyance. Except as expressly permitted in this Declaration, at no time shall title to the Property be Transferred or Conveyed to or held by an Owner who is not a Qualified Purchaser, as defined in Section 4 of this Declaration.

Section 4. Qualified Purchaser. Except as provided in Subsection C of this Section, for purposes of this Declaration, a "Qualified Purchaser" is an Owner who meets the requirements of Subsections A and B of this Section.

A. Income. The maximum "household" income of the Owner, at the time it acquires the Property, must not exceed 120 percent of the then Chicago area median income, adjusted for household size, as published from time to time by the U.S. Department of Housing and Urban Development ("HUD") or any successor thereof under Section 8 of the United States Housing Act of 1937, as amended. In the event the Chicago area is redefined so as to eliminate Lake County, Illinois, then the parties shall utilize the median gross income published by HUD for the newly created metropolitan area defined by HUD that does include Lake County, Illinois.

B. Citizen of U.S. or Registered Alien. The Owner must be a citizen of the United States or a registered alien thereof.

C. Housing Commission. For purposes of this Declaration, the Housing Commission shall be a "Qualified Purchaser" with respect to the Property, or with respect to the occurrence of any Purchase Events and the City's Purchase Option under Section 9 of this Declaration.

Section 5. Owner-Occupied Residence. Each Owner (except for Declarant) shall at all times occupy the Property as the Owner's principal residence and for any incidental activities related to such residential use, provided such other use is in compliance with zoning and all other requirements of law. The Property may not be occupied for any period of time by

any person other than Owner and members of the Owner's Family (defined below), without the express written consent of the Housing Commission, which consent need not be given if, in the Housing Commission's sole judgment, the occupancy would not further the purposes of this Declaration. For purposes of this Declaration, "Family" shall be defined as such term is defined from time to time in the Zoning Code of the City.

Section 6. Delivery of Materials to Ensure Compliance.

A. **Delivery of Supporting Materials.** The Owner must have executed and delivered to the Housing Commission, in care of the Director of Community Development of the City ("Director") (or any successor or replacement official designated by the City or the Housing Commission, if the position of Director of Community Development at any time ceases to exist), a Letter of Stipulation of Owner and the certificates, documents, materials, and other information (collectively, the "Supporting Materials") required from time to time in order to obtain a Certificate of Compliance (as described below) from the Director, and the subsequent Owner's legal counsel must have executed and delivered to the Housing Commission, in care of the Director, a Letter of Acknowledgment of Legal Counsel of Owner, setting forth their respective review and understanding of the Declaration and all related documents. Copies of the form of the Letter of Stipulation of Owner and Letter of Acknowledgment of Legal Counsel of Owner are set forth in Exhibit B which is attached to and incorporated herein by reference. A list of supporting materials may be obtained from the Director, upon request, at the Highland Park City Hall, 1707 St. Johns Avenue, Highland Park, Illinois 60035. In order to avoid a delay in processing a request for a Certificate of Compliance, the Owner of the Property should obtain a list of the supporting materials from the Director and deliver the applicable supporting materials to the Director at least 30 days in advance of any contemplated transfer of the fee simple title to the Property. In order to confirm compliance with the Declaration upon a transfer of title to the Property, any deed or other instrument conveying or purporting to convey title to the Property or any portion thereof shall be void and of no further force and effect, unless such deed or instrument shall have attached thereto, a Certificate of Compliance signed by the Director on behalf of the Housing Commission, substantially in the form of Exhibit C, which is attached to and incorporated herein by this reference.

B. **Furnishing of Information to Housing Commission.** The Owner shall promptly furnish such information about the Property as the Housing Commission may reasonably request from time to time, for example, the identity of each Owner and of each member of the Owner's Household living in the Property, the identity of any mortgagee or other person having an interest in the Property, the full consideration paid for the Property or any interest therein identified by category (e.g., equity, institutional loan and so forth), the condition of the Property, and any other information that the Housing Commission in good faith deems relevant, all for the purpose of assuring compliance with this Declaration.

Section 7. Property Maintenance. All Owners, and their successors and assigns, covenant to maintain the Property in good order, repair and condition and in compliance with all laws, regulations, ordinances, codes and orders, now existing or hereafter enacted, regarding the habitability of the Property and in full compliance with all other federal, state, and local requirements. For good cause shown, the Housing Commission, acting through the Director or any other City employee designated by the Housing Commission, may inspect any portion of the Property provided the Director or such other designated employee shall have made reasonable efforts to give advance oral notice to the Owner

Section 8. Permitted Transfers. Upon receipt of notice from the executor or administrator of an Owner's estate given within ninety (90) days after the death of the Owner (or the last surviving co-Owner of the Property), the Housing Commission shall, unless for good cause shown, consent in writing to a transfer of the Property, subject to this Declaration, to a Permitted Transferee. Any other heirs, legatees, or devisees of the Owner must be Qualified Purchasers, or if such party is not a Qualified Purchaser, such party shall not be entitled to take title to the Property, but the Property must be transferred in accordance with Section 9.

Section 9. Purchase Option. To protect and maintain the goals of the Declarant and the City, the Housing Commission shall have, and the Declarant hereby grants to the Housing Commission, a Purchase Option upon the occurrence of a Purchase Event (defined below) in accordance with this Section 9; provided, however, that this Section 9 does not apply to the first transfer of each affordable unit by the Declarant if the Declarant is otherwise in full compliance with this Declaration.

A. Purchase Events. Each of the following shall be deemed a Purchase Event:

1. The Property is no longer the principal residence of an Owner (or Permitted Transferee) whose occupancy fulfills the requirements of Section 5 of this Declaration, or the Property is being used in any other manner that does not comply with this Declaration;
2. An Owner has given the Housing Commission an Intent-to Sell Notice (defined below) in accordance with Subsection 9.C hereof;
3. Any legal or beneficial interest in the Property is conveyed or otherwise transferred without an Intent-to-Sell Notice having been given, unless the Housing Commission has waived in writing the Purchase Option in accordance with this Section 9 or unless such transfer is to a Permitted Transferee in accordance with Section 8; provided, however, that an Owner shall be permitted to transfer title to the Property to the Owner's spouse or Domestic Partner or to a revocable trust (a grantor type trust) where the Owner is a trustee and a beneficiary, provided further that the Owner first obtains written consent of the Housing Commission prior to making such transfer, which consent shall be evidenced by a Certificate of Compliance recorded with the deed effectuating said transfer;
4. The Housing Commission has received a Mortgage Default Notice as provided for in Section 10 of this Declaration or otherwise has notice of a pending mortgage or other lien foreclosure or similar proceeding against the Property or of a civil action or equivalent proceeding for unpaid real estate taxes or unpaid condominium or townhome assessments or any other proceeding at which title to or possession of the Property could be effected;
5. The Owner has made material misrepresentations in connection with the Owner's acquisition or ownership of the Property;
6. The Owner has failed to observe and perform the Owner's obligations set forth in this Declaration;

7. The Owner has failed to observe and perform the Owner's obligations set forth in this Declaration in a manner that constitutes criminal conduct, or in the Housing Commission's judgment, constitutes other willful, egregious conduct; or
8. The Owner leases the Property or any portion thereof.

B. Notice and Opportunity to Cure. The Housing Commission shall give written notice and an opportunity to cure, or to otherwise eliminate the Purchase Event, only under Paragraphs 1, 3, 4, 5, and 6 of Subsection 9.A of this Declaration. For those events, the Owner shall have a reasonable time to cure, or to otherwise eliminate the Purchase Event, that shall not exceed 90 days from the date of delivery of the Housing Commission's notice. The Housing Commission and the Owner acknowledge that the Purchase Option is established to promote and enforce this Declaration and to protect and maintain the City's and the Housing Commission's goal of providing affordable housing as described above, and is intended to be exercisable for the greatest length of time permitted by law.

C. Intent to Sell Notice. In the event that an Owner desires to transfer the Property or any portion thereof or interest therein, the Owner shall notify the Housing Commission in writing of the proposed transfer ("**Intent-to-Sell Notice**"). No later than ten (10) business days after the Housing Commission receives the Owner's Intent-to-Sell Notice, a market valuation of the Property ("**Appraisal**") shall be commissioned by a duly licensed appraiser selected by the Housing Commission. The Housing Commission shall commission and pay the cost of the Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties or such other proper appraisal method and shall consider the value of improvements related to safety and energy efficiency that may not be visibly apparent. Copies of the Appraisal shall be provided to both the Housing Commission and the Owner. Notwithstanding anything contained herein to the contrary, if an Appraisal of the Property exists that is dated no later than 365 days before the date of the Intent-to-Sell Notice (an "**Existing Appraisal**"), then the Housing Commission may elect to not obtain a new Appraisal, in which case, for purposes hereof, the "Appraisal" shall be deemed to be the Existing Appraisal. If the Housing Commission elects to use an Existing Appraisal as the Appraisal, the Housing Commission shall notify the Owner within the 10-business day period. If a Purchase Event, other than a Purchase Event described in Subsection 9.A.2, then at any time thereafter, the Housing Commission may obtain an Appraisal.

D. Exercise Notice. If the Housing Commission elects to purchase the Property pursuant to its receipt of an Intent-to-Sell Notice, the Housing Commission shall exercise the Purchase Option by notifying the Owner, in writing, of such election (the "**Exercise Notice**") within forty-five (45) days after the receipt of the Appraisal (or if an Existing Appraisal is being used as the Appraisal, then within forty-five (45) days after the expiration of the 10-business day period described above), or the Purchase Option shall expire as to such Intent-to-Sell Notice, but shall survive and continue as to subsequent Intent-to-Sell Notices and subsequent sales of the Property or any portion thereof or interest therein. If a Purchase Event occurs, other than a Purchase Event described in Subsection 9.A.2 hereof, then the Housing Commission may deliver the Exercise Notice at any time after such Purchase Event occurs and the Purchase Option shall never expire with respect to any such Purchase Event, except as otherwise provided in this Declaration. If the Housing Commission delivers the Exercise Notice, the Housing Commission may either proceed to exercise the Purchase Option directly by purchasing the Property, or may assign the Purchase Option (before or after delivering the

Exercise Notice) to another person or entity. If the Housing Commission exercises the Purchase Option, the purchase price for the Property shall be the Purchase Price.

E. Formula Purchase Price. The "Formula Purchase Price" shall be equal to Owner's Purchase Price, as stated below, plus Owner's Share of Market Value Appreciation in the Property, plus any applicable Capital Improvements Credit calculated as follows:

- (1) Owner's Purchase Price – the price the Owner originally paid to acquire the Property from the Owner's predecessor in title.
- (2) Initial Appraised Value – the appraised value of the Property at the time of Owner's purchase.
- (3) Owner's Investment Ratio – the Owner's Purchase Price as a percentage of the Initial Appraised Value of the Property.
- (4) Current Appraised Value - the market value of the Property determined by the appraisal conducted on or about the date of the Owner's Notice of Intent to Sell, or by the Existing Appraisal, in accordance with Subsection 9.C of this Declaration.
- (5) Market Value Appreciation – the Current Appraised Value minus the Initial Appraised Value.
- (6) Shared Appreciation Factor. For the purpose of calculating Owner's Share of Market Value Appreciation in Paragraph 7 below, the Shared Appreciation Factor shall be fifteen percent (15%).
- (7) Owner's Share of Market Value Appreciation. For the purpose of determining the Formula Purchase Price, Owner's Share of Market Value Appreciation shall be determined by first multiplying the Market Value Appreciation by Owner's Investment Ratio and then multiplying the product by the Shared Appreciation Factor.
- (8) Applicable Capital Improvements Credit. The Capital Improvements Credit as defined in Section 16, if any, shall be added, provided the Credit has been approved by the Housing Commission pursuant to the requirements of Section 16.
- (9) Formula Purchase Price: The Formula Purchase Price shall be determined by adding Owner's Share of Market Value Appreciation plus a Capital Improvements Credit, if applicable, to Owner's Purchase Price.

If the Purchase Option is exercised in connection with a Purchase Event described in Subsection 9.A.3 of this Declaration, then the term "Owner," as used in the immediately preceding sentence for purposes of calculating the Formula Price, shall mean the then most recent Owner who acquired the Property not in violation of this Declaration. A sample of the Formula Purchase Price is set forth in Exhibit D which is attached hereto and incorporated herein by this reference. Each Owner hereby agrees that the Purchase Price that it is entitled to receive upon a sale of the Property is an equitable return on such Owner's investment in the Property.

F. **Maintenance of Records.** The Housing Commission shall maintain permanent records setting forth the purchase price paid by each Owner for the Property and the Initial Appraisal.

G. **Closing Date for Purchase by the Housing Commission.** The purchase by the Housing Commission must be completed within ninety (90) days after delivery of the Exercise Notice, or the Owner may sell the Property, subject to the terms and conditions set forth below. The time permitted for the completion of the purchase may be shortened or extended by mutual agreement of the Housing Commission and the Owner.

H. **Transfer of Title for Purchase by the Housing Commission.** If the Housing Commission exercises the Purchase Option, the Property shall be conveyed by a good and sufficient warranty deed running from the Owner to the Housing Commission (or to an assignee of the Commission's Purchase Option under Subsection K of this Section), conveying good and marketable title to the Property free from encumbrances except for: (i) such taxes as are not due and payable on the date of the delivery of the deed; and (ii) such matters of record to which this Declaration was subordinate at the time of the recording of this Declaration (which does not include mortgages or other liens or claims for financial obligations). The Property shall be delivered in the same condition as it was in at the time of the delivery of the Exercise Notice and shall be free of all occupants. The Housing Commission may inspect the Property prior to closing to determine whether its condition complies with this Section. Premiums under assignable insurance policies, condominium or townhome assessments, water and other utility charges, fuels, general taxes, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of 105% of the most recent ascertainable taxes. In the event that the Housing Commission is ever the Owner of the Property, the Housing Commission shall have the right, in its sole and absolute discretion, to amend, terminate, re-record, or to otherwise take any actions with respect to this Declaration and the Property as the Housing Commission shall determine is necessary and appropriate.

I. **Inability of Owner to Close.** If the Owner shall be unable on the closing date to give title to or to make conveyance of or deliver possession of the Property, all in accordance with the terms of this Declaration, or if on the closing date the Property in any other way does not conform with the requirements of this Declaration, then in addition to all other rights and remedies available at law or in equity, the Housing Commission or its assignee or designee may apply as much of the Purchase Price as necessary to cure such failures and non-conformities, but this remedy shall not be deemed to waive, impair or otherwise diminish the priority of the Purchase Option over other's rights, whether or not appearing of record.

J. **Exercisability of Purchase Option.** The Purchase Option (i) shall always be exercisable as to the entire ownership interest in the Property, notwithstanding that the event giving rise to the Purchase Option might involve less than the entire ownership interest, and (ii) shall be exercisable against all the Owners (or any subsequent Owner) notwithstanding that the acts of fewer than all the Owners (or of a prior Owner) gave rise to the Purchase Option.

K. **Assignment of Purchase Option.** If the Housing Commission assigns the Purchase Option to a third party purchaser, the sales transaction shall proceed directly between the Owner and such third party purchaser, subject to this Declaration.

L. **Failure of Housing Commission to Act.** If the Housing Commission fails to deliver an Exercise Notice within the 45-day period described above, or if the Housing

Commission fails to complete the purchase within the 90-day period allowed by this Section (other than as a result of the acts of the Owner), then the Owner may sell the Property, subject to this Declaration, to any Qualified Purchaser for not more than the applicable Purchase Price. However, if the Owner fails to close on the sale of the Property within nine (9) months after the date of the Intent-to-Sell Notice, then the Owner shall be obligated to deliver another Intent-to-Sell Notice to the Housing Commission if the Owner wishes to sell the Property or any portion thereof or interest therein after said 9-month period. In the event the Housing Commission does not exercise the Purchase Option and complete the purchase of the Property as set forth above, and the Owner (i) is not then residing in the Property and (ii) continues to hold the Property out for sale but is unable to locate a buyer and execute a binding purchase and sale agreement within one (1) year after the giving of the Intent-to-Sell Notice, the Owner does hereby appoint the Housing Commission as its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the goals of the Housing Commission, sell the Property, and distribute the proceeds of sale, minus the Housing Commission's costs of sale and any other sums owed the Housing Commission by the Owner. Upon the Housing Commission's request, the Owner shall promptly execute and deliver to the Housing Commission an instrument, in form and substance reasonably acceptable to the Housing Commission, granting and re-affirming the power of attorney described above.

Section 10. Mortgage Requirements. The Owner shall not mortgage the Property or grant any similar lien or encumbrance on the Property without prior written notice to the Housing Commission and unless such mortgage provides that the holder of that mortgage shall be required to deliver to the Housing Commission copies of all default and late payment notices delivered by or on behalf of the mortgagee to the Owner (individually, "*Mortgage Default Notice*," collectively, "*Mortgage Default Notices*"), concurrently with the delivery of such Mortgage Default Notices to the mortgagor. The Owner shall sign a release authorizing the mortgagee or other lien holder to make such information available to the Housing Commission. The release shall be substantially the same as *Exhibit E* to this Declaration. The Owner shall notify the Housing Commission of the name, address, and contact information of each mortgage or lien holder on the Property.

Section 11. Removal of Provisions Pursuant to Foreclosure. In the event of foreclosure sale by a mortgagee or the delivery of a deed to a mortgagee in lieu of foreclosure, the mortgagee shall be free to sell the Property to another person (whether or not a Qualified Purchaser) free and clear of this Declaration.

Section 12. No Encumbrances on Property. If proceeds of any sale, transfer or conveyance of the Property exceed the Purchase Price therefor, then the excess shall be paid to the Housing Commission and shall be deposited to the City's Affordable Housing Trust Fund. Each Owner recognizes that it would be contrary to the fundamental concept of this Declaration, and an abuse by the Owner, to encumber the Property with a mortgage if the Owner could realize more than the Purchase Price as the result of any foreclosure of any mortgage. Accordingly, each Owner hereby irrevocably assigns to the Housing Commission any and all net proceeds of the sale of the Property remaining after payment of costs of foreclosure and satisfaction of the lien of any mortgage that would otherwise have been payable to the Owner, to the extent such net proceeds exceed the net proceeds that the Owner would have received had the Property been sold for the Purchase Price established in Section 9 hereof for a purchase by the Housing Commission, and the Owner authorizes and instructs the mortgagee or any party conducting any sale to pay the amount of said excess proceeds directly to the Housing Commission. In the event that, for any reason, such excess proceeds are paid to the

Owner, the Owner hereby agrees to promptly pay the amount of such excess proceeds to the Housing Commission.

Section 13. [Intentionally Left Blank].

Section 14. Payment to Housing Commission Upon Termination of Declaration.

If and when this Declaration terminates for any reason, other than in the event the Housing Commission obtains title to the Property pursuant to its Purchase Option under Section 9 of this Declaration, then the current Owner shall owe the Housing Commission an amount equal to the difference between (i) the then fair market value of the Property free of the restrictions in this Declaration, and (ii) the fair market value of the Property subject to this Declaration (assuming the same to be perpetual for such purpose). Fair market value (both subject to and free of this Declaration) shall be reasonably determined by the Housing Commission; provided however, that after notice to the Housing Commission, given before or after determination by the Housing Commission, the Owner may obtain an appraisal at the Owner's expense from a qualified appraiser reasonably approved by the Housing Commission to determine fair market values for these purposes, whose decision shall be binding on the parties. Payment shall be made solely out of the proceeds of the Property (such as sales proceeds, foreclosure proceeds or insurance proceeds) received at the time of, or next following, such termination, and shall be paid after payment to the Owner (net of bona-fide mortgage lien payments) of the fair market value of the Property as restricted by this Declaration. In no event shall the Owner be personally liable to pay the Housing Commission more than the amount, determined as stated above, actually received from the proceeds of the Property as stated above.

Section 15. Construction Requirements. Any construction on the Property that is undertaken by the Owner shall be subject to the following conditions: (a) all costs shall be borne and paid for by the Owner, (b) all construction involving structural changes, or structural or mechanical improvements for which the Owner desires to receive a Capital Improvements Credit pursuant to Section 16 of this Declaration, or in excess of ten thousand dollars (\$10,000), shall be performed by a licensed, certified, and bonded professional and shall not be constructed without the prior written consent of the Housing Commission, (c) all construction shall be performed in a workmanlike manner and shall comply with all applicable laws and regulations, (d) all construction shall be consistent with the permitted uses set forth in Section 5 of this Declaration, (e) all construction shall be consistent with the condominium or townhome declaration governing the Property, and (f) the Owner shall furnish to the Housing Commission a copy of any plans and all building permits for such construction prior to commencing construction. The requirements of this Section do not apply to construction undertaken by the condominium or townhome association of which the Owner is a member by owning the Property.

Section 16. Credit for Capital Improvements. The Owner may elect to receive a Capital Improvements Credit, which credit shall be applied in the calculation of the Formula Purchase Price for the portion of the Owner's regular assessment allocated to the working capital reserve of the Condominium or Townhome Association, and for any one or more of the following structural or mechanical improvements to the Property or the common areas and facilities, subject to the approval of the Housing Commission: (a) repair and/or replacement of the heating system; (b) repair and/or replacement of the electrical components; (c) repair and/or replacement of plumbing components; (d) repair and/or replacement of the roof; and (e) repair and/or replacement of a damaged structural element that threatens the structural integrity of the improvements. The terms under which the Housing Commission will approve a Capital Improvements Credit are limited to the conditions set forth in Exhibit F, attached hereto and

incorporated herein by this reference. Any Capital Improvements Credit for improvements to the Property that have been undertaken by the Owner and approved by the Housing Commission shall be evidenced by an Approval of Capital Improvements Credit as set forth in Exhibit G, attached hereto and incorporated herein by this reference. Any Capital Improvements Credit for the portion of the Owner's regular assessment allocated to the working capital reserve of the Condominium or Townhome Association or for structural or mechanical improvements undertaken by the Condominium or Townhome Association to the Property or to the common areas and facilities for which Owner paid a special assessment shall be evidenced by annual certifications provided by the Condominium or Townhome Association to the Housing Commission as set forth in Exhibit H, attached hereto and incorporated herein by this reference.

Section 17. Liens. The Owner shall not permit any statutory or similar lien to be filed against the Property and to remain in effect for more than sixty (60) days after it has been filed. The Owner shall cause any such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted by law. The Owner may, at Owner's expense, contest the validity of any such asserted lien, provided the Owner has furnished to the Housing Commission a bond in an amount reasonably determined by the Housing Commission as sufficient to release the Property from such lien.

Section 18. Intent and Purpose. The Owner and each other person, including any mortgagee, hereafter holding any interest in the Property acknowledges that the reservations and grant of the agreements, covenants, and restrictions contained in this Declaration are for public purposes. It is the intent and purpose of each Owner and the City that the Property, and each part thereof, be held and occupied by Qualified Purchasers throughout the term of this Declaration. This Declaration and all undertakings pursuant hereto shall be construed and administered in light of said intent and purpose.

Section 19. Events of Default and Enforcement.

A. Event of Default. If the Owner or any person bound by this Declaration defaults in the performance or observance of any covenant, agreement or obligation under this Declaration, and if such default remains uncured for a period of 90 days immediately after notice specifying such default and the actions required to correct the same shall have been given by the Housing Commission to the Owner or other such person, then such uncured breach or default shall constitute an "Event of Default" hereunder.

B. Any Action at Law or in Equity. Upon the occurrence of an Event of Default hereunder, the Housing Commission may take whatever action at law or in equity or otherwise, whether for specific performance of any covenant in this Declaration or such other remedy as may be deemed most effectual by the Housing Commission to enforce the obligations of the Owner and all persons bound under this Declaration, and including the appointment of a receiver to own and occupy the Property in compliance with this Declaration, or the institution and prosecution of any action or proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to enforce compliance or to recover monetary damages caused by such violation or attempted violation.

C. Specific Performance; Appointment of Receiver. In addition to any and all other available remedies, the Owner hereby consents and agrees that any one or more of the following remedies shall be available upon the occurrence of an Event of Default hereunder:

1. **Specific Performance.** The Owner hereby acknowledges and agrees that specific performance of the covenants and requirements of this Declaration shall be necessary to achieve the intent hereof, and that no appropriate remedy at law would be available upon an Event of Default hereunder, or if available, any such remedy would be inadequate to implement the public purposes hereof, and that the Housing Commission would be irreparably injured by the Owner's (or other bound person's) failure specifically to perform the covenants and requirements hereof; therefore, notwithstanding anything to the contrary stated in this Declaration, the Housing Commission will have the right to seek specific performance of any of the covenants and requirements of this Declaration or an order enjoining any violation of this Declaration, including exercising the Purchase Option, voiding any rental or leasing arrangement, any contract for sale, or any sale or other transfer or conveyance of the Property in violation of this Declaration.
2. **Appointment of Receiver.** The Owner, for itself and its successors and assigns, hereby agrees that the appointment of a receiver may be necessary to prevent waste to the Property following an Event of Default under this Declaration. The Housing Commission may require the appointment of such a receiver.

D. **Reimbursement; Damages.** In addition to any and all applicable remedies, the Housing Commission may require that the Owner or any occupant of the Property, in the Housing Commission's sole discretion,

- (i) pay damages to the Housing Commission in an amount equal to the difference between (a) the fair market value of the Property free of the restriction imposed by this Declaration, and (b) the fair market value of the Property subject to this Declaration (assuming the same to be perpetual for such purpose),
- (ii) in the case of any rental or leasing which violates this Declaration, pay damages equivalent to the rent charged during the existence of the violation, and
- (iii) in the case of a conveyance or other transfer of the Property which violates this Declaration, pay damages for the cost of creating or obtaining other comparable dwelling units to replace the Property in the event the Property can no longer be affordable housing for a Qualified Purchaser.

E. **Indemnification.** The Owner hereby agrees to pay, indemnify and hold the Housing Commission, and the City harmless from any and all reasonable costs, expenses and fees, including all reasonable attorneys' fees which may be incurred by the Housing Commission or the City in enforcing or attempting to enforce this Declaration following an Event of Default on the part of the Owner hereunder or its successors or assigns, whether the same shall be enforced by suit or otherwise or incurred by the Housing Commission or the City as a result of such Event of Default, together with all reasonable costs, fees and expenses which may be incurred in connection with any amendment to this Declaration or otherwise by the Housing Commission or the City at the request of the Owner.

F. **Cumulative Remedies.** No remedy conferred upon or reserved to the Housing Commission or the City by this Declaration is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Declaration or any related documents, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this Declaration shall impair any such right or power or shall be construed to be a waiver thereof.

Section 20. Appointment/Revocation of Authorized Person by the Housing Commission. In addition to the Director, the Housing Commission may from time to time appoint and revoke the appointment of one or more persons (who may but need not be City employees and who may be natural or legal persons) who shall have the authority to exercise the Housing Commission's other rights under this Declaration to the extent stated in the applicable authorizing resolution. Such appointments shall be made (or revoked) only by resolution passed by the Housing Commission.

Section 21. Miscellaneous.

A. **Notices.** All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when mailed by certified mail, return receipt requested, postage prepaid, or dispatched by telegram or telecopy (if confirmed promptly telephonically and in writing by the sender of such telecopy and if receipt of such telecopy is confirmed in writing by the intended recipient), addressed as follows:

If to the Housing Commission:

City of Highland Park Housing Commission
c/o Director, Department of Community Development
1150 Half Day Rd.
Highland Park, IL 60035

If to the Declarant:

Fulton Developers, Inc.
381 Kelburn Road, Unit 316
Deerfield, Illinois 60015

If to the Owner:

At the Owner's Property address.

The Housing Commission and the Owner may, by notice recorded in the land records of the County of Lake, Illinois, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

B. **Running with the Property.** The Declarant intends, declares and covenants, on behalf of itself and all future owners and occupants of the Property during the term of this Declaration, that this Declaration and the covenants, restrictions and charges set forth in this Declaration regulating and restricting the use and occupancy of the Property (i) shall be covenants running with the Property, encumbering the Property, for the term of this Declaration, binding upon the Declarant and its successors in title and all subsequent owners and occupants

of the Property, including any purchaser, grantee, owner or lessee of the Property and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any such purchaser, grantee, owner or lessee and of any such other person or entity having any right, title or interest therein, for the term of this Declaration, and (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner (and the benefits shall inure to the City) and their respective successors and assigns during the term of this Declaration. The Owner, for itself and its successors and assigns, agrees that any and all requirements of the laws of the State of Illinois to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the Property shall be deemed to be satisfied in full, and that any requirements of privity of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to ensure that these restrictions run with the land. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or interest therein shall contain an express provision making such conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants, restrictions, charges and easements regardless of whether or not such covenants restrictions, charges and easements are set forth or incorporated by reference in such contract, deed or other instrument.

C. **Governing Law.** This instrument shall be governed by the laws of the State of Illinois without regard to principles of choice or conflict of laws.

D. **Release, Modification or Amendment.** This Declaration may not be released, modified or amended without the prior written consent of the Housing Commission. The Owner shall duly record such release, modification or amendment, including said prior written consent of the Housing Commission, in the land records of the County of Lake, Illinois and bear the costs of such recordation.

E. **Captions.** The captions and headings in this Declaration are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Declaration.

F. **Survival of Enforcement Rights.** Notwithstanding the definition of Owner contained in this Declaration, the rights of enforcement for violations of this Declaration shall survive any subsequent sale or transfer of the Property.

G. **No Subordination.** The rights and obligations created by this Declaration are intended to never, under any circumstance, be subordinate to or capable of subordination to the financial or other property interest of any third party acquiring rights in the Property after the recording of this Declaration.

H. **Severability.** If any provision of this Declaration or the application thereof to any person or circumstances is held to be invalid or unenforceable by any decision of any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of this Declaration, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable. If any provision of this Declaration is held to constitute a violation of the rule against perpetuities, that provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of George W. Bush, President of the United States, plus 21 years thereafter.

I. Patriot Act. Each party represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

[END OF TEXT - SIGNATURE PAGES FOLLOW]

**City of Highland Park Affordable Housing Trust Fund
Funding Request Form**

Date: August 19, 2016

Funding Request: Draw #1 from 2016 grant

Project Name: Scattered Site Homes (via community land trust)

Name of Grantee: Community Partners for Affordable Housing

Grantee Contact Information:

Name: Kim Ulbrich

Address: 400 Central Avenue, #111, Highland Park, IL 60035

Telephone: 847.681.8746

Fax: 847.681.8846

Email: kimulbrich@cpahousing.org

Amount Requested: \$135,000

Closing Dates:

Property #1: 457 Burton Ave, Highland Park: August 19, 2016 (see closing statement)

Property #2: 442 Sumac Rd., Highland Park: September 8, 2016 (see sales contract)

Describe purpose for which funds are being used:

Acquisition and rehabilitation of 457 Burton Avenue and 442 Sumac Rd for the purposes of providing permanently affordable housing. See attached closing statement for 457 Burton Avenue (closed 8/19/16) and sales contract for 442 Sumac Rd. (closing scheduled 9/8/16).

Attach the following documents, as applicable:

- **Anticipatory draw for acquisition and rehab:** \$135,000

Documents evidencing other funding (required for 1st draw)

\$135,000 Lake County HOME Program (attachment 1)

\$135,000 Highland Park Housing Trust Fund

\$405,384 Construction loan (attachment 2) to be replaced with permanent financing from end buyers.

Purchase contract / closing statement – See attachment 3. Closing statement provided for 457 Burton Avenue (closed 8/19/16) and purchase contract provided for 442 Sumac Rd. (closing scheduled for 9/8/16).

Phase 1 Environmental - NA

Appraisal – Attached for 457 Burton (attachment 4), 442 Sumac Rd. to be provided

Estimated settlement – August 19, 2016 and September 8, 2016

Authorized Signature:

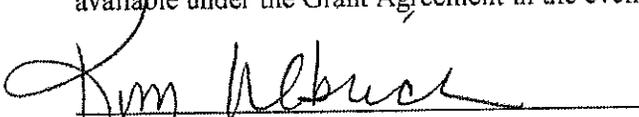
The information herein has been provided pursuant to the Grant Agreement for the above-named Project between the Grantee and the Highland Park Housing Commission, dated _____. The undersigned, on behalf of the Grantee, hereby certifies that

- The individual signing this request/certification is duly authorized to make such requests and representations contained herein
- Grantee's sources and applications of funds for the Project, including all equity, debt and grant funds have not materially changed in any way that would adversely affect Grantee's ability to (a) implement the Project as approved, and (b) perform under this Agreement. Documents evidencing each of Grantee's funding commitments have been submitted to the Housing Commission.

Grantee's performance under the Grant Agreement does not require any further approval of any government, or any governmental or quasi-governmental agency, or any filing therewith or notice thereto, and any approvals which are required, including all City approvals, have been obtained, except for those listed below (e.g., issuance of temporary certificates of occupancy, issuance of final certificates of occupancy, etc.). *List any exceptions, with appropriate explanatory details:*

- Except for what Grantee has already reported to the Housing Commission, there are no conditions, events or acts which constitute an Event of Default or which, with the giving of notice or lapse of time, or both, could constitute an Event of Default; no pending litigation or government order specifically and materially affecting Grantee, or the Project; no change of name, address, identity, or ownership of Grantee; and no other event or fact which may reasonably be deemed by the Housing Commission to adversely affect the financial or operating conditions of Grantee, including but not limited to the Project.
- Grantee has taken the steps necessary to determine that the information provided is true and accurate
- All purchasers of affordable units were or will be income eligible at the time of purchase in accordance with the requirements Grant Agreement and were or will be selected in accordance with the approved Resident Selection Plan. Grantee maintains/will maintain household income verification documentation to support this certification that is available for review by the Housing Commission.

Grantee further understands that the Housing Commission has a duty to pursue any of the remedies available under the Grant Agreement in the event of default or non-performance.



Name

Kim Ulbrich

Title: Executive Director

August 19, 2016

Date

GRANT AGREEMENT

between

COMMUNITY PARTNERS FOR AFFORDABLE HOUSING

and

CITY OF HIGHLAND PARK HOUSING COMMISSION

This **GRANT AGREEMENT** (the "**Agreement**") is entered into as of June 21, 2016, between **COMMUNITY PARTNERS FOR AFFORDABLE HOUSING**, a 501(c)(3) nonprofit corporation, with offices at 400 Central Avenue, #111, Highland Park, IL 60035, and the **CITY OF HIGHLAND PARK HOUSING COMMISSION**, an Illinois municipal corporation, with offices at 1150 Half Day Road, Highland Park, IL 60035.

RECITALS

A. The Housing Commission was created by the City of Highland Park, Illinois ("**City**") for purposes of promoting the development and preservation of decent, affordable housing in the City.

B. The Housing Commission administers the Highland Park Affordable Housing Trust Fund ("**Fund**"), which Fund was established pursuant to ordinance of the City in May 2002.

C. On March 2, 2016 the Housing Commission considered and approved a motion to approve a grant in the amount of **\$202,500** for the purchase and development of three residential units as affordable housing units ("**Grant**"), subject to, among other things, the Housing Commission and Grantee entering into this Agreement and certain other documents and agreements evidencing, securing and/or pertaining to the Grant (collectively, the "**Grant Documents**").

D. Grantee intends to enter into contracts for the purchase of three single-family, condominium, or townhome dwellings located at scattered sites in the City, together with all improvements and fixtures thereon and all personal property located on or used in connection therewith (collectively, the "**Properties**"). Grantee proposes to acquire, and make available for purchase by low-income and moderate-income households, the Properties, in accordance with this Agreement, and as more specifically described in the initial project summary set forth in **Exhibit A** attached hereto and incorporated herein by reference ("**Project Summary**"). The development and sale activity, and all related undertakings by Grantee, is/are referred to in this Agreement as the "**Project**".

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties agree as follows:

SECTION 1. DEFINITIONS. Whenever used in this Agreement, the following terms shall have the following meanings, unless a different meaning is required by the context:

“Completion Date”: The date which is *eighteen months* after the date on which Grantee conveys to a third-party purchaser its ownership interest in the last of the Properties to be sold and conveyed.

“DCCR”: A declaration of covenants, conditions, and restrictions, which DCCR is the approved method of ensuring affordability of Properties that are condominium units, a template of which is set forth in **Exhibit C** attached hereto and incorporated herein by reference.

“Effective Date”: The date set forth in the first paragraph of Page 1 of this Agreement.

“Grant”: The funds that the Housing Commission has agreed to provide to Grantee pursuant to the terms of this Agreement. The total amount of the Grant is Two Hundred Two Thousand and Five Hundred Dollars (\$202,500.00).

“Grantee”: Community Partners for Affordable Housing, a 501(c)(3) nonprofit corporation.

“Ground Lease”: The approved method of ensuring affordability of Properties that are single-family detached units or townhouse units, which Grantee shall provide to the Housing Commission in the form attached hereto as **Exhibit B** and incorporated herein by reference.

“Housing Commission”: The City of Highland Park Housing Commission, an Illinois municipal corporation, and its authorized designees.

“Memorandum of Ground Lease”: The short form memorandum of the Ground Lease.

“Parties”: The Housing Commission and the Grantee, collectively.

“Schedule of Construction”: The schedule for commencement and completion of construction of the Project, as set forth in **Exhibit D** which is attached to and incorporated herein by reference.

SECTION 2. THE GRANT: DISBURSEMENT.

Subject to the terms and conditions of this Agreement and the other Grant Documents, the Housing Commission shall provide the Grant to the Grantee pursuant to written draw requests submitted by the Grantee to the Housing Commission (“**Draw Request**”); provided, however, that the Housing Commission shall have no obligation to disburse any portion of the Grant to the Grantee except upon delivery by the Grantee to the Housing Commission of the following documents and information, in form and substance satisfactory to the Housing Commission and its counsel in their sole discretion:

A. **Evidence Regarding the Acquisition of the Properties.** CPAH shall provide the Housing Commission with evidence of the seller, location, and purchase price of the specific Property or Properties to which the particular Draw Request pertains.

B. Compliance with Housing Commission's Requirements. A certification from Grantee that Grantee, to its best knowledge, has complied with the Housing Commission's requirements set forth in Grantee's Grant Application, as approved by the Housing Commission.

C. Evidence Regarding Funding for Project. Evidence (i) of all of Grantee's funding commitments, and (ii) that Grantee's sources and applications of funds for the Project, including all equity, debt and grant funds, have not materially changed in any way that would adversely affect Grantee's ability to (1) construct the Project as approved, and (2) perform under this Agreement.

D. Marketing Plan and Resident Selection Plan. A marketing plan and resident selection plan for the Properties.

E. Pricing of Units. Documentation on the pricing of the Properties, as stated in the Project Summary.

F. Compliance with Uniform Relocation Act. Evidence of its compliance with the relocation noticing provisions and a copy of its relocation plan, to the extent applicable, as required by the Uniform Relocation Act, 42 U.S.C. 61 *et seq.*

G. Additional Documents. Such other documents as the Housing Commission or its counsel may reasonably request as a condition precedent to disbursement of any portion of the Grant.

SECTION 3. SCOPE OF WORK FOR, AND INSPECTION OF, THE PROJECT.

A. Project Schedule. Grantee shall undertake the Project pursuant to the Project Summary and the Schedule of Construction, and shall notify and consult with the Housing Commission whenever any event prevents the timely completion of the Project.

B. Access to Property. During the Project, Grantee shall grant representatives and designees of the Housing Commission access to the Properties on a monthly basis, or such other time as reasonably requested by the Housing Commission, for the purpose of inspecting Grantee's progress in completing the Project and for review of Grantee's and the Project's books and records, all at Grantee's cost and expense.

C. Project Summary. Grantee shall construct the Project, or use reasonable efforts to ensure that the Project is constructed, in the manner contemplated by the Project Summary. Neither the Project Summary nor the Schedule of Construction shall be modified or amended except upon the prior written approval of the Housing Commission.

SECTION 4. TIME PERIOD FOR USE OF FUNDS.

Grantee shall submit all Draw Requests within 18 months of the Effective Date of this Agreement; provided, however, that Grantee may request an extension of such date, which request shall be reviewed by and shall be subject to approval by the Housing Commission, in its sole discretion. The Parties acknowledge and agree that the granting of any such extension shall not require an amendment to this Agreement.

SECTION 5. NO OTHER TRANSFER OR ENCUMBRANCE.

To protect and maintain the goals of Grantee and the Housing Commission, at no time shall title to any portion of any Property be transferred or encumbered without the prior written consent of the Housing Commission in each instance, unless such transfer or conveyance complies in all respects with the terms and conditions of this Agreement and of the applicable DCCR or Ground Lease. For purposes hereof, "transfer or encumbrance" includes (a) any sale, lease, sublease, conveyance, assignment, pledge, or mortgage of any portion of, or interest in, any Property, and (b) any transfer, encumbrance, or pledge of any ownership or controlling interest in (i) Grantee; (ii) any other entity that owns or occupies any of the Properties or any part thereof; or (iii) any constituent (e.g. shareholders, partners, or members) of Grantee or any such owning or occupying entity.

SECTION 6. REPRESENTATIONS AND WARRANTIES.

In order to induce the Housing Commission to enter into this Agreement and to make the Grant, Grantee makes the following representations and warranties to the Housing Commission, effective as of the Effective Date of this Agreement, which representations and warranties shall survive the execution and delivery of the Agreement to the Housing Commission:

A. Organization and Standing of Grantee. Grantee is a 501(c)(3) nonprofit corporation duly organized and validly existing under the laws of the State of Illinois; it has the power to own its own properties and to carry on its business as now being conducted.

B. Ability to Perform. There is no action or proceeding pending or threatened against Grantee in any court or before any governmental authority, arbitration board, or tribunal which, individually or in the aggregate, could materially adversely affect its financial condition, properties or operations, or its ability to perform under this Agreement.

C. Tax Returns and Payments. Grantee has filed all federal, state and local income tax returns required to be filed, and has paid all taxes shown to be due on said returns, and has made provision for all liabilities not so paid or accrued under returns not yet due. In addition, to the extent required, Grantee has complied with and has paid all premiums or other charges due under applicable workers' compensation and unemployment compensation laws.

D. Execution and Performance of Agreement Authorized, Valid and Binding. The execution and delivery of the Agreement, the applicable DCCRs and Ground Leases, and all other Grant Documents have been or will be fully authorized by Grantee. This Agreement, the applicable DCCRs and Ground Leases, and the other Grant Documents constitute legal, valid and binding obligations of Grantee enforceable in accordance with their respective terms.

E. Conflicts with Other Instruments. Grantee is not a party to any contract or agreement or subject to any restrictions, which materially and adversely affect its business, its properties or assets, or its financial condition. The execution and delivery of this Agreement, the DCCRs and the Ground Leases, and the other Grant Documents, and Grantee's performance thereunder, will not be in conflict with the terms of any other contract or agreement to which Grantee is a party or by which Grantee or the Project is bound and will not result in a breach of the terms of or constitute a default under Grantee's corporate documents.

F. Financial Statements. Grantee has delivered to the Housing Commission complete and correct financial statements which present fairly and completely the financial condition of Grantee for the periods covered therein, in accordance with generally accepted accounting principles consistently applied. No material adverse change has occurred in the financial condition of Grantee as reflected in such statements.

G. Project Complies With Laws. To Grantee's best knowledge, the Project will comply in all respects with zoning, building and other applicable federal, state, and local ordinances, laws, rules, and regulations affecting the Project. Compliance with the American Disabilities Act of 1990, 28 C.F.R. Part 35, will be required, if applicable. Grantee has complied, and will continue to comply, with all restrictions and requirements of any other funding sources for the Project.

H. No Governmental Approval Required. The execution and delivery of this Agreement, the DCCRs and the Ground Leases, and the other Grant Documents, and Grantee's performance thereunder, do not require any further approval of any government, or any governmental or quasi-governmental agency, or any filing therewith or notice thereto, and any approvals which are required have been obtained (except for required City approvals which Grantee shall obtain prior to commencement of construction of the Project). At the time of each draw request, Grantee shall reaffirm this representation and warranty and shall further represent and warrant that all required City approvals have been obtained.

I. No Misleading Statements. No information, exhibit or report furnished by Grantee to the Housing Commission in connection with this Agreement, the applicable DCCRs and Ground Leases, and the other Grant Documents contains any misstatement of fact or omits to state any fact necessary to make the statements contained therein not materially misleading. Grantee has provided all information requested by the Housing Commission, and such information is complete and accurate in all material respects. There is no fact known to Grantee which could materially adversely affect or which might in the future, in Grantee's reasonable judgment, materially adversely affect the assets, properties or financial condition of Grantee.

J. No Third Party Rights. Nothing expressed or implied in this Agreement shall be construed to confer upon or to give any person or entity, other than the Parties, any rights or remedies against the Housing Commission.

SECTION 7. AFFIRMATIVE COVENANTS.

So long as this Agreement is in effect, Grantee shall:

A. Progress Reports. Deliver to the Housing Commission, on a quarterly basis or on such other timeline as requested by the Housing Commission, progress reports in form and substance acceptable to the Housing Commission, setting forth such information as the Housing Commission shall require, including but not limited to pricing of the Properties, income qualifications of initial purchasers of the Properties, stages of completion of construction, schedule updates, reports on the use of funds, evidence of Grantee's financial status, and performance relative to the Agreement in a form to be provided by the Housing Commission. To further permit the verification of such status, Grantee will permit any person designated by the Housing Commission to visit and inspect the Project, the books and financial records of Grantee, and Grantee will discuss its affairs, finances and accounts with the Housing Commission at such reasonable times and as often as may be requested by the Housing Commission.

B. Recognition of Housing Commission's Contribution. Give recognition to the Housing Commission for its contribution to the Project in any advertisements (printed or radio and television) that promote the Project, and in any literature, programs, leaflets, flyers and other materials that promote the Project.

C. Execution and Recordation of DCCR or Memorandum of Ground Lease. Execute and record either a DCCR or a Memorandum of Ground Lease against each Property prior to: (i) the transfer of such Property to a third-party purchaser; and (ii) the granting of any mortgage or other security interest in such Property. Upon recordation of each DCCR or Memorandum of Ground Lease, Grantee shall provide the Housing Commission with a copy of the recorded DCCR or Memorandum of Ground Lease. In the event that a Memorandum of Ground Lease is recorded against a property, Grantee shall also provide the Housing Commission with a copy of the Ground Lease.

D. Escrow Instructions; Title Report. For each sale of the Property to a third-party purchaser, advise the title company on its closing escrow instructions for each Property that the DCCR or Memorandum of Ground Lease, as applicable, shall be recorded prior to the transfer of such Property. Not later than 48 hours prior to the closing on the sale of a Property to a third-party purchaser, Grantee shall provide the Housing Commission with a copy of Grantee's closing escrow instructions for such closing consistent with the recording sequence set forth in this Section. Grantee also shall provide the Housing Commission with a copy of the final executed DCCR or Memorandum of Ground Lease as marked by the closing agent at the closing within 72 hours after the closing. Grantee shall further provide a copy of the final recorded DCCR or Memorandum of Ground Lease as marked by the Lake County Recorder's Office within 72 hours after receiving the original document returned from the Lake County Recorder's Office confirming that the DCCR or Memorandum of Ground Lease (as applicable), was properly recorded consistent with the recording sequence set forth in this Section.

E. Retention of Records. Keep such beneficiary and other demographic records and financial information as the Housing Commission may require. Such records will include

information pertaining to (1) authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income as applicable, and (2) Project performance and efforts to comply with the provisions of the Agreement. All such records, and all other records pertinent to the Grant and work undertaken as part of this Agreement, shall be retained by Grantee for the duration of the Agreement. Grantee shall furnish the Housing Commission with any periodic reports it may request pertaining to the activities undertaken under this Agreement, and certify the accuracy of the information contained in the periodic reports, including any close-out reports, the costs and obligations incurred in connection with the Project and any other matters covered by this Agreement. Grantee shall furnish the Housing Commission operating statements, if any, and other such financial and Project information which it shall require. Failure to submit requested reports or records within a reasonable time after request may result in termination of this Agreement. If any claim, litigation, or audit is started before expiration of this Agreement, the records shall be retained by Grantee until all litigation, claims, or audit findings involving the records or the Agreement have been fully resolved or terminated.

F. Compliance with Fair Housing Amending Act. At all times (i) manage the Project in compliance with the Fair Housing Amendment Act of 1988 and any similar State of Illinois fair housing laws, and (ii) affirmatively market the Project to all eligible beneficiaries in a non-discriminatory manner.

G. Compliance with Laws. Take all actions necessary to preserve its right to continue business and operate within the limits set forth in its governing corporate or partnership documents, and under the applicable laws, regulations and ordinances of the United States of America, and any state or political subdivision thereof.

H. Notice to Be Provided to Housing Commission. Promptly give written notice to the Housing Commission as soon as reasonably possible of:

1. Any condition, event or act which constitutes an Event of Default under this Agreement or which, with the giving of notice or lapse of time, or both, could constitute an Event of Default under this Agreement; and
2. Any pending material litigation or any government order specifically and materially affecting Grantee or the Project; and
3. Any change of name, address, identity, or ownership of Grantee; and
4. Any other event or fact which may reasonably be deemed by the Housing Commission to adversely affect the financial or operating conditions of either Grantee or the Project.

SECTION 8. NEGATIVE COVENANTS.

So long as this Agreement remains in effect, Grantee shall not, without the prior written consent of the Housing Commission:

A. No Violation of Laws. Permit any violation or notice of violation of any law, ordinance or regulation of any governmental authority, during or after construction of the Project, including all environmental laws, ordinances or regulations.

B. No Change in Nature of Business. Substantially change the nature of Grantee's business from that currently being conducted; or change the nature or scope of the Project.

C. No Religious Service Requirements. Require persons to participate in any religious service as a condition of receiving shelter or any other housing related assistance.

SECTION 9. TERMINATION OF CERTAIN OF GRANTEE'S OBLIGATIONS.

As of the Completion Date, Grantee's obligation to deliver progress reports to the Housing Commission as set forth in Section 7.A of this Agreement shall be on an annual basis (rather than a quarterly basis), or on such other timeline as the Housing Commission may request.

SECTION 10. EVENTS OF DEFAULT AND ENFORCEMENT.

A. Event of Default. If Grantee defaults in the performance or observance of any covenant, agreement or obligation under this Agreement, the DCCRs or Ground Leases, or any other Grant Document -- or if the Housing Commission at any time reasonably believes after appropriate inquiry that completion of the Project is impaired; or has reason to believe after appropriate inquiry that the Project will not be approved by the appropriate governmental and regulatory authorities -- and if such default or non-performance remains uncured for a period of 60 days after written notice specifying such default and the actions required to correct the same shall have been given by the Housing Commission to Grantee or other such person, then such uncured breach or default shall constitute an "Event of Default" hereunder.

B. Any Action at Law or In Equity. Upon the occurrence of an Event of Default under this Agreement, the Housing Commission may take whatever action at law or in equity as it deems most effectual to enforce the obligations of Grantee under this Agreement and to abate, prevent or enjoin any violation or attempted violation of the provisions of this Agreement as a result of such Event of Default or violation or attempted violation of the provisions of this Agreement; provided, however, that under no circumstances shall the Housing Commission have the right to recover monetary damages against any of Grantee's officers, directors, or shareholders in their personal capacities. Nothing in this Section 10.B shall be deemed or interpreted as prohibiting the Housing Commission from recovering monetary damages from Grantee or from any third-party purchaser of any portion of any of the Properties.

C. Specific Performance and Appointment of Receiver. In addition to any and all other available remedies, Grantee hereby consents and agrees that any one or more of the following remedies shall be available upon the occurrence of an Event of Default hereunder:

1. Specific Performance. Grantee hereby acknowledges and agrees that specific performance of the covenants and requirements of this Agreement shall be necessary to achieve the intent hereof; that no appropriate remedy at law would be available upon an Event of Default hereunder, or if available, any such remedy would be inadequate to implement the public purposes hereof; and that the Housing Commission would be irreparably injured by Grantee's failure specifically to perform the covenants and requirements hereof; and, therefore, that the Housing Commission shall have the right to seek specific performance of any of the covenants and requirements of this Agreement or an order enjoining any violation of this Agreement, including voiding any rental or leasing arrangement, any contract for sale, or any sale or other transfer or conveyance of any of the Properties in violation of the terms of this Agreement.
2. Appointment of Receiver. Grantee hereby agrees that the appointment of a receiver for the Project may be necessary to prevent waste to the Properties following an Event of Default under this Agreement and, therefore, that the Housing Commission may require the appointment of a receiver for the Project to ensure the prompt and faithful performance of the terms and conditions of this Agreement.

D. Reimbursement; Damages. In addition to any and all applicable remedies, the Housing Commission, in accordance with the ordinance establishing the Fund, may require that Grantee, in the Housing Commission's sole discretion, to:

1. Reimburse the Housing Commission up to 100 percent of the Grant, plus interest thereon at the highest rate allowed by law, allocated by the Housing Commission to the Property and/or the applicable parcel or part thereof; or
2. In the case of Grantee's conveyance or other transfer of a Property in violation of the terms of a DCCR or Ground Lease, pay damages for the cost of creating or obtaining other comparable dwelling units to replace the Property in the event such Property can no longer be affordable housing for a Qualified Purchaser (as defined in the DCCR or Ground Lease, as applicable).

E. Cumulative Remedies. Subject to the limitations hereinabove set forth, no remedy conferred upon or reserved to the Housing Commission by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or any related documents, or now or hereafter existing at law or in equity. No delay or omission to

exercise any right or power accruing upon any failure to perform under this Agreement shall impair any such right or power or shall be construed to be a waiver thereof.

SECTION 11. LIMITATION.

Notwithstanding anything to the contrary in this Agreement, in the applicable DCCR or Ground Lease, or in the other Grant Documents, the Housing Commission shall not be required hereunder to disburse or obligate any funds to Grantee other than funds made available to the Housing Commission by the City.

SECTION 12. INDEMNIFICATION.

Grantee shall and hereby agrees to indemnify, defend and hold harmless the Housing Commission and the City, and all officers, directors, commissioners, employees, agents, contractors, consultants, legal counsel and accountants thereof, from and against any and all loss, cost, damage, expense, claim, liability, or fee, including reasonable attorneys' fees ("*Claims*"), arising out of or asserted as a result of: (i) Grantee's breach of the terms of this Agreement; (ii) its use of the Grant funds in violation of the terms of this Agreement; or (iii) Housing Commission efforts to enforce this Agreement following an Event of Default on the part of Grantee hereunder, whether the same shall be enforced by suit or otherwise or incurred by the Housing Commission as a result of such Event of Default. This indemnification obligation shall survive any termination of this Agreement and shall survive any close-out of the Grant or similar event or circumstance.

SECTION 13. MISCELLANEOUS PROVISIONS.

A. Amendment, Modification and Waiver. No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by both Parties. No waiver of any condition precedent to the funding of the Grant shall constitute a waiver of any of the other conditions of the Housing Commission's obligation to make the Grant. Failure of the Housing Commission to exercise its rights hereunder on any one occasion shall not be construed as a waiver of any requirement of this Agreement or a waiver of the Housing Commission's right to take advantage of any subsequent or continued breach by Grantee of any covenant contained herein. No delay or omission on the part of the Housing Commission, or any subsequent holder of the rights under this Agreement, to exercise any right or power arising from any Event of Default shall impair any such right or power or be considered to be a waiver of any such default or any acquiescence therein.

B. Successors and Assigns. All covenants and agreements in this Agreement contained by or on behalf of any of the Parties shall bind and inure to the benefit of their respective successors and assigns; provided, however, the Agreement and any rights hereunder

may not be assigned by Grantee, by operation of law or otherwise, and any purported assignment thereof by Grantee shall be null and void, unless Grantee shall have first obtained the written consent of the Housing Commission thereto.

C. Notices. All notices required or permitted to be given under this Agreement shall be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

If to the Housing Commission: City of Highland Park Housing Commission
Attn: Charmain Later
1150 Half Day Road
Highland Park, IL 60035

with a copy to: Holland & Knight LLP
Attn: Hart Passman
131 South Dearborn, 30th Floor
Chicago, IL 60603

If to Grantee: Community Partners for Affordable Housing
Attn: Executive Director
400 Central Avenue, Suite 111
Highland Park, IL 60035

The Housing Commission and Grantee may, by notice, designate any further or different addresses to which subsequent notices, certificates or other communications must be sent.

D. Construction; Governing Law; Severability. This Agreement shall be construed in accordance with the laws of the State of Illinois. The foregoing sentence shall not limit the applicability of Federal law to this Agreement. If any provision of this Agreement or the application thereof to any person or circumstances is held to be invalid or unenforceable by any decision of any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable. If any provision of this Agreement is held to constitute a violation of the rule against perpetuities, that provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of George W. Bush, President of the United States, plus 21 years thereafter.

E. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement duly to be executed, effective as of the day and year first above written.

Grantee:

**COMMUNITY PARTNERS FOR
AFFORDABLE HOUSING**

By: Kim Ulbrich

Print: Kim Ulbrich

Title: Executive Director

Housing Commission:

**CITY OF HIGHLAND PARK HOUSING
COMMISSION**

By: Charles F Adler

Print: CHARLES F ADLER

Title: Chairman

Approved April 6, 2016

**MINUTES OF A REGULAR MEETING OF THE
HOUSING COMMISSION OF THE CITY OF HIGHLAND PARK, ILLINOIS**

MEETING DATE: Wednesday March 2, 2016

MEETING LOCATION: Pre-Session Room, City Hall,
1707 St. Johns Avenue, Highland Park, IL

CALL TO ORDER

At 6:30 p.m., Chair Adler called to order the regular meeting of the Highland Park Housing Commission, the Peers Housing Association, the Ravinia Housing Association, the Walnut Housing Association, and the Sunset Woods Association. Each of the Commissioners also serves as Directors of each of the Housing Associations. The Chair asked Planner M. Smith to call the roll.

ROLL CALL

Commissioners Present: Adler, Kaltman, Oldham, and Ross

Commissioners Absent: Meek and Saret

Student Representatives Present: Powell and Foster

Chair Adler declared that there was a quorum.

Council Liaison Present: Holleman

Staff Liaisons Present: Planner M. Smith

BUSINESS FROM THE PUBLIC (Citizens Wishing to be Heard Regarding Items not Listed on the Agenda)

There was no business from the public on items not listed on the Agenda.

SCHEDULED BUSINESS

1. Consideration of Grant Application to Affordable Housing Trust Fund from Community Partners for Affordable Housing for \$202,500 for three scattered site homes (\$67,500 per unit)

Community Partners for Affordable Housing's (CPAH) Executive Director Kim Ulbrich reviewed the grant proposal in the packet. Planner M. Smith said that the Commissioners approved this allocation for \$202,500 for scattered site housing to CPAH as part of the 2016 Housing Trust Fund budget that they approved at the August 5, 2015 Regular Meeting. Ms. Ulbrich said that the three scattered site homes would be for affordable home-ownership.

After discussion, Chair Adler entertained a motion to approve the grant from the Affordable Housing Trust Fund to Community Partners for Affordable Housing (CPAH) for \$202,500 for

three scattered site homes. Commissioner Ross moved approval of the grant from the Affordable Housing Trust Fund to CPAH for \$202,500 for three scattered site homes. Commissioner Kaltman seconded the motion.

On a voice vote, Chair Adler declared that the motion passed unanimously.

At 6:42, Councilman Holleman joined the Meeting.

At 6:48, Commissioner Oldham left the Meeting (she returned at 7:05).

Ms. Ulbrich also discussed CPAH's stewardship program, which is a home maintenance savings program sponsored by First Bank of Highland Park. CPAH homeowners can contribute up to \$5,000 to a savings account dedicated to major home repairs, and First Bank of Highland Park will match it. Any unused portion of the Bank's contribution stays with the home for future repairs if the homeowner closes the account. At present, 15 homeowners are in the program.

2. Discussion and Consideration of Request for Subordination of Housing Commission's Affordable Housing Rehabilitation Program Loan from the Affordable Housing Trust Fund for \$15,000

This item was cancelled, because Planner M. Smith said that she did not receive the actual request and supporting information for it. Planner M. Smith provided some background on this program, however, which ended by 2009. While functioning, the program operated in conjunction with the Affordable Housing Corporation of Lake County (AHCL) to provide rehabilitation loans to low and moderate-income households. The Housing Commission only made one loan in the program in 2008. The homeowners who received the loan recently contacted both City staff and AHCL staff to request that both entities subordinate their loans to a new home equity loan or line of credit. Both Planner M. Smith and AHCL staff are waiting for additional information from the homeowner and bank.

At 7:05, Commissioner Oldham rejoined to the Meeting.

APPROVAL OF MINUTES

Regular Meeting February 3, 2016

Commissioner Ross moved approval of the minutes of the regular meeting of the Housing Commission, the Peers Housing Association, the Ravinia Housing Association, the Walnut Housing Association, and the Sunset Woods Association held on February 3, 2016.

Commissioner Oldham seconded the motion.

On a voice vote, Chair Adler declared that the motion passed unanimously.

3. Items for Omnibus Vote Consideration

Payment of Invoices:

There were no invoices.

4. Housing Commission Peers, Walnut, Ravinia, and Sunset Woods Management Report including financial statements

The Commissioners briefly discussed the Management Report and monthly financial statements. They asked Planner M. Smith to obtain additional information regarding the Ravinia accounts payable line item on page 67 of the packet.

**GRANT AGREEMENT
AFFORDABLE HOUSING TRUST FUND
OPERATING GRANT**

(January 1, 2016 to December 31, 2016)

This **Grant Agreement** (the “**Agreement**”) is dated as of the 30th of August 2016, by and between the **Highland Park Housing Commission** (the “**Commission**”) and **Community Partners for Affordable Housing** (“**CPAH**”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Commission’s powers, the parties agree as follows:

Section 1. Recitals.

- A. On May 28, 2002, the City Council of Highland Park adopted an ordinance establishing the Affordable Housing Trust Fund (HTF) to be administered by the City’s Housing Commission with the assistance of the Housing Trust Fund Advisory Committee. Pursuant to said ordinance, the Commission makes the final decision to approve or deny all applications for funding by the HTF.
- B. The purpose of the HTF is to provide financial resources to address the affordable housing needs of low- and moderate-income individuals and families who live or work in Highland Park, including, among other things, by providing support for not-for-profit organizations that actively address the affordable housing needs of such individuals and families and, in particular, by giving priority to eligible applications from the Highland Park Illinois Community Land Trust (now CPAH).
- C. By Resolution No. R33-3, adopted on March 10, 2003, the City Council endorsed the formation and directed the incorporation of the Highland Park Illinois Community Land Trust.
- D. The Highland Park Illinois Community Land Trust was established as an independent, not-for-profit corporation on March 17, 2003, as an outgrowth of the Affordable Housing Needs and Implementation Plan element of the City’s Master Plan to address the affordable housing needs of low- and moderate-income individuals and families who live or work in Highland Park. The Highland Park Illinois Community Land Trust changed its name to Community Partners for Affordable Housing in July of 2010.
- E. CPAH submitted a request for operating funds to the HTF dated August 18, 2016, a copy of which is attached hereto as **Exhibit 1**.
- F. At its meeting on February 3, 2016, the Commission approved CPAH’s request for operating funds. Minutes of the meeting are attached hereto as **Exhibit 2**.

Section 2. Covenants.

- A. The HTF agrees to make a **\$85,000** grant to **CPAH**, hereafter called "GRANTEE," for the following:

Funds provided will be used to continue and expand CPAH's fund raising efforts, continue its current program activities, and administer certain aspects of the City's Inclusionary Housing Program, including publicizing the program, conducting orientation for interested persons, establishing and managing a waiting list of conditionally qualified applicants, and training lenders and attorneys about the program requirements, including the Ground Lease and/or Declaration of Covenants, Conditions, and Restrictions, and qualifying applicants for specific units that become available.

- B. All monies granted for operating support will be expended by GRANTEE between January 1, 2016 and December 31, 2016. All monies awarded must be expended or returned to the HTF. The Housing Commission, in its sole discretion, may extend the expenditure period based on a request from CPAH.

Grant monies will be paid to the GRANTEE after the Commission has received the signed Grant Agreement from CPAH.

- C. GRANTEE agrees that all funds received pursuant to this grant agreement will be expended only for the activities identified in Paragraph 2(A). In the event GRANTEE uses the funds for a purpose other than those identified in Paragraph 2(A) and the Action Plan without the prior consent of the Commission, all grant funds shall be refunded to the HTF.
- D. GRANTEE agrees to submit Financial and Evaluation Reports to the Commission on forms acceptable, on or before April 16, 2017.
- E. GRANTEE agrees upon request to make available to the Commission financial records for the year in which a grant was received from the Housing Trust Fund.
- F. GRANTEE agrees that no person shall, on the grounds of race, color, religion, national origin, sex, disability, sexual preference, ancestry or age, while otherwise qualified, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any activity including employment, supported in whole or in part by funds provided under this grant.
- G. GRANTEE does hereby agree to indemnify, hold harmless, and defend the City of Highland Park, Highland Park Housing Commission, its agents, servants and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses including but not limited to CPAH Board members, employees, consultants, and residents or prospective residents of CPAH, or any death at any time resulting from injury or any damage to such persons, or any death at any time resulting from injury or any damage to any property which may arise or which may arise or which may be alleged to have arisen out of, or in connection with the activities of CPAH supported in whole or part with funds awarded for the purposes described in Paragraph 1.

Highland Park Housing Commission

Grantee: Community Partners for Affordable Housing (CPAH)

By _____
Authorized Agent

By _____
Authorized Agent

Title

Title

Date

Date



Memorandum

To: Housing Commission

From: Charmain Later, Senior Planner Community Development, Planning Division

Date: September 2, 12016

Re: Land Use Restriction Agreement Amendment

As discussed at the last meeting, Lake County has been in negotiations with HUD for five years regarding the recording documentation they use for the County's HOME Program projects. The attached is the amendment for the Sunset Woods property, which had HOME funding.

Holland & Knight, the City's Corporate Counsel reviewed the document and comments were forwarded to Lake County. The attached document is the result of two iterations of comments and changes. While this amendment is being required by HUD, the Housing Commission should review and authorize the Chair to sign the amendment.

I have also attached the original Land Use Restriction Agreement from 2001 for your reference and information.

Prepared by:
Lake County Dept. of Planning,
Building and Development
500 W. Winchester, Unit 101
Libertyville, IL 60048-1371

Mail to:
Lake County Community Development
500 W. Winchester, Unit 101
Libertyville, IL 60048-1371

AMENDMENT OF LAND USE RESTRICTION AGREEMENT

THIS AMENDMENT, dated as of this 18th day of June, 2016 is made by the Sunset Woods Association, a corporation whose sole member is the Highland Park Housing Commission, (“Project Sponsor”) and Lake County (“the County”).

WHEREAS, Project Sponsor executed a certain Land Use Restriction Agreement dated the 24th Day of April, 2001 to the County, recorded with the Lake County Recorder of Deeds as **Document Number 4685718** covering real estate located at 891 Central Avenue Highland Park, Illinois (“the Agreement”); and

WHEREAS, the Project Sponsor and the County wish to amend the Agreement as set forth below.

NOW, THEREFORE, the Project Sponsor and the County do mutually agree as follows:

Amendment # 1

Paragraph 3 (a) shall be removed and replaced with the following:

This Project consists of 60 total units. Twelve (12) of the 60 units are rental units; ten (10) of the twelve (12) units are HOME units. The HOME units are fixed; the HOME units are: 103, 112, 203, 212, 214, 216, 303, 312, 314, and 316. All HOME units are one-bedroom units. The HOME units are occupied by low-income households whose gross annual income is equal to or less than 60% of the Lake County Area Median Income, adjusted for family size, and defined periodically by the Department of Housing & Urban Development (See Exhibit B). Additionally, five (5) of the ten (10) HOME units are occupied by low-income households whose gross annual income is equal to or less than 50% of the Lake County Area Media Income, adjusted for family size, and defined periodically by the Department of Housing & Urban Development (See Exhibit B). Said income determination shall be made in accordance with the defined income limitations effective at the time of leasing and lease renewal. The HOME units will be maintained as affordable as prescribed in Section 11 herein.

Amendment # 2

Paragraph 3(d) shall have the following sentences added to it:

Of the ten (10) HOME units five (5) units are Low HOME units and must follow the Low HOME rent for one-bedroom units, as defined by the Department of Housing & Urban Development and to be updated as HUD adjusts HOME Program rent limits (See Exhibit B). The current Project rent

is \$664.00 for the Low HOME units, per month. The Project Sponsor shall submit and the County shall review rent and proposed rent increases for the Project.

The Project Sponsor shall ensure that the property manager executes rental leases for amounts and terms as prescribed by 24 CFR 92.252.-92.253; the Project Sponsor shall utilize the lease previously approved by the County. All HOME units must follow the utility allowance rates published by the Lake County Housing Authority. The current utility allowance is \$37.00 per month.

Amendment # 3

Paragraph 3 (e) shall have the following sentences added to it:

Of the ten (10) HOME units five (5) units are High HOME units and must follow the High HOME rent for one-bedroom units, as defined and adjusted by the Department of Housing & Urban Development and to be updated as HUD adjusts HOME Program rent limits (See Exhibit B). The current Project rent is \$854.00 for the High HOME units, per month. The Project Sponsor shall submit and the County shall review rent and proposed rent increases for the Project.

The Project Sponsor shall ensure the property manager executes rental leases for amounts and terms as prescribed by 24 CFR 92.252-92.253; the Project Sponsor shall utilize the lease previously approved by the County. All HOME units must follow the utility allowance rates published by the Lake County Housing Authority. The current utility allowance is \$37.00 per month.

Amendment # 4

Paragraph 3 (f) shall be removed and replaced with the following:

The Project Sponsor shall reexamine the income of each household living in the Project at least annually. The Project Sponsor shall recalculate the maximum monthly rent annually, and may change such maximum rent as changes in the applicable gross rent amounts, the income adjustments, or the monthly allowance for utilities and services warrant, provided approval is received from the County. The Project Sponsor must provide the County with forty-five (45) days to review any proposed rent increase. The County shall take into consideration the decision of the Illinois Housing Development Authority (IHDA) when reviewing the rent amount increase. The Project Sponsor must provide tenants of the Project not less than thirty (30) days prior written notice before implementing any increase in rent.

Amendment # 5

Paragraph 5 (a) shall be removed and replaced with the following:

The Project Sponsor shall provide for the adequate maintenance of the HOME units, including the ground and equipment appurtenant thereto, in a decent, safe and sanitary condition and in a rentable state of repair, and in compliance with all the applicable Federal, State, and local statutes, regulations, ordinances, standards and codes, including 24 CFR 92.251.

Amendment # 6

Paragraph 11, shall have the following sentence removed:

As part of those requirements, the HOME assisted housing covered by this Agreement must remain affordable for not less than forty (40) years, without regard to transfer of ownership.

Amendment # 7

Paragraph 11, shall have the following sentence added:

As part of those requirements, the HOME assisted housing covered by this Agreement must remain affordable for not less than **twenty (20) years**, without regard to transfer of ownership.

Amendment # 8

Paragraph 11, Affordability and Duration of Agreement shall be amended as follows:

The term of affordability shall have begun on May 3, 2001, rather than at the time of occupancy outlined in the Agreement.

Amendment # 9

Exhibit A, Legal Description of Property, is removed and replaced with the following:

Legal Description:

LOT 1 IN SUNSET WOODS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 2001, AS DOCUMENT NUMBER 4651249 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED APRIL 25, 2001 AS DOCUMENT NUMBER 4680486, IN LAKE COUNTY, ILLINOIS.

Common Address: 891 Central Avenue, Highland Park, IL. 60035

Permanent Index Numbers:

- UNIT 103: 16-23-307-096
- UNIT 112: 16-23-307-103
- UNIT 203: 16-23-307-107
- UNIT 212: 16-23-307-114
- UNIT 214: 16-23-307-115
- UNIT 216: 16-23-307-117
- UNIT 303: 16-23-307-131
- UNIT 312: 16-23-307-138
- UNIT 314: 16-23-307-139
- UNIT 316: 16-23-307-141

Amendment # 10

Exhibit B is added and reads as follows:

Income & Rent Limits

| Income Limits | | | | | | | | |
|-----------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person | 8 Person |
| 30% of Median | \$16,150 | \$18,450 | \$20,750 | \$24,300 | \$28,440 | \$32,580 | \$36,730 | \$40,890 |
| 50% of Median | \$26,950 | \$30,800 | \$34,650 | \$38,450 | \$41,550 | \$44,650 | \$47,700 | \$50,800 |
| 60% of Median | \$32,340 | \$36,960 | \$41,580 | \$46,140 | \$49,860 | \$53,580 | \$57,240 | \$60,960 |
| 80% of Median | \$43,050 | \$49,200 | \$55,350 | \$61,500 | \$66,450 | \$71,350 | \$76,300 | \$81,200 |
| 100% of Median | \$53,900 | \$61,600 | \$69,300 | \$76,900 | \$83,100 | \$89,300 | \$95,400 | \$101,600 |
| 120% of Median | \$64,680 | \$73,920 | \$83,160 | \$92,280 | \$99,720 | \$107,160 | \$114,480 | \$121,920 |

Effective: June 6, 2016

| Rent Limits | | | | | | | |
|-----------------------|-------------|-------------|-------------|-------------|-------------|-------------|------------|
| | 0 BR | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6BR |
| Low HOME Rent | \$673 | \$721 | \$866 | \$1,000 | \$1,116 | \$1,231 | \$1,345 |
| High HOME Rent | \$860 | \$960 | \$1,154 | \$1,325 | \$1,459 | \$1,591 | \$1,723 |

Effective: June 6, 2016

| | | | | | | | |
|-------------------------|-------|---------|---------|---------|---------|---------|---------|
| Fair Market Rent | \$860 | \$1,001 | \$1,176 | \$1,494 | \$1,780 | \$2,047 | \$2,314 |
|-------------------------|-------|---------|---------|---------|---------|---------|---------|

Effective: Federal FY16

| | | | | | | | |
|-------------------------|-------|-------|---------|---------|---------|---------|---------|
| 50% Rent Limit** | \$673 | \$721 | \$866 | \$1,000 | \$1,116 | \$1,231 | \$1,345 |
| 65% Rent Limit** | \$895 | \$960 | \$1,154 | \$1,325 | \$1,459 | \$1,591 | \$1,723 |

Effective: June 6, 2016

Tenant paid utilities must be subtracted from the above rents to calculate the maximum allowable rents.

*** For Information Only: 50% and 65% Rent Limits are used only for projects funded with Low-Income Housing Tax Credits.*

All other terms and conditions of the Agreement shall remain in full force and effect throughout the duration of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be duly executed as of the dates recited below.

Lake County

Project Sponsor

By: _____
Jodi Gingiss
Community Development Administrator

By: _____
Name: _____

Title: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Date: _____

Date: _____

(6)

501760

(FOR RECORDER'S USE)

PREPARED BY AND
WHEN RECORDED MAIL TO:
LAKE COUNTY
PLANNING, BUILDING & DEVELOPMENT DEPT.
18 N. COUNTY STREET
WAUKEGAN, IL 60085

4685718

Filed for Record in:
LAKE COUNTY, IL
MARY ELLEN VANDERVENTER - RECORDER
On May 04 2001
At 1:04pm
Receipt #: 284504
Doc/Type : AGR
Deputy - Cashier #3

REGULATORY AND LAND USE RESTRICTION AGREEMENT

This Regulatory and Land Use Restriction Agreement (hereinafter referred to as "Agreement") made this 24th day of April, 2001, by and between Intershore Housing Partners L.L.C. and Sunset Woods Association (hereinafter Intershore Housing Partners L.L.C. shall be deemed the "Project Sponsor" until construction completion of the project and conversion of the construction loans to permanent loans, and Sunset Woods Association shall be deemed the "Project Sponsor" thereafter) and Lake County (hereinafter referred to as "County").

The Project Sponsor is justly indebted to the County due to the receipt of a loan under the HOME Investment Partnerships Program (hereinafter referred to as the "HOME Program") in the amount of \$240,000. Said loan is evidenced by the HOME Investment Partnership Program Contract and the Note. This Agreement is incorporated and made part of the HOME Investment Partnerships Program Contract (hereinafter referred to as the "HOME Contract") which is dated the 23rd day of April, 2001.

RECITALS

- A. Project Sponsor is the fee owner of certain real property located at 891 Central Avenue, Highland Park, Illinois. This real property is legally described in Exhibit A and attached hereto.
- B. The County has agreed to loan to the Project Sponsor the amount of \$240,000, the proceeds of which are to be used, along with other monies, for the construction of the project as hereinafter defined.
- C. The County is the program administrator of the HOME Program for the Lake County HOME Consortium, as authorized by Title II of the National Affordable Housing Act of 1990 (P.L. 101-165) (hereinafter referred to as the "HOME Act"), and the regulations promulgated thereunder and codified at 24 CFR part 92, all as the same may be amended and supplemented from time to time. All capitalized terms used herein and not otherwise defined shall have the meaning established in the HOME Act and Regulations.
- D. The Grant is governed by the HOME Contract.

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monthly rent that may be charged for a Unit that is subject to this limitation, the Project Sponsor must subtract a monthly allowance for any utilities and services (excluding telephone) to be paid by the occupant.

- (e) For Units occupied by Low-Income occupants, rents shall not exceed the lesser of (1) the fair market rent for existing housing for comparable units in the area, as established by HUD under 24 CFR Section 888.111, less the monthly allowance for the utilities and services (excluding telephone) to be paid by the occupant; or (2) thirty percent (30%) of the Monthly Income of a Family whose gross income equals sixty-five percent (65%) of the median income for the area in which the Project is located as such median is determined by HUD, with adjustment for smaller and larger Families, unless HUD establishes higher or low income ceilings on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low Family incomes. In determining the maximum monthly rent that may be charged for a Unit that is subject to this limitation, the Project Sponsor must subtract a monthly allowance for any utilities and services (excluding telephone) to be paid by the occupant;
- (f) The County shall review and approve rents proposed by the Project Sponsor for the Very Low-Income and Low-Income Units, and if applicable, the monthly allowances proposed by the Project Sponsor for utilities and services to be paid by the occupant. The Project Sponsor shall reexamine the income of each person living in Low-Income or Very Low-Income Units at least annually. The Project Sponsor shall recalculate the maximum monthly rent annually, and may change such maximum rent as changes in the applicable gross rent amounts, the income adjustments, or the monthly allowance for utilities and services warrant. Any increases in rents for Low-Income or Very Low-Income Units are subject to the provisions of outstanding leases, and in any event, the Project Sponsor must provide tenants of those Units and the County not less than thirty (30) days' prior written notice before implementing any increase in rents;
- (g) The Low and Very Low-Income Units shall be deemed to comply with subsections (a), (d), (e) and (f) of this Paragraph 3 despite a temporary noncompliance with these subsections if (i) the non-compliance is caused by increases in the incomes of Families already occupying these Units, and (ii) actions satisfactory to the County are being taken to ensure that all vacancies are filled in accordance with such subsections until the non-compliance is corrected. Persons that no longer qualify as Low-Income must pay as rent an amount not less than thirty percent (30%) of the person's Adjusted Monthly Income, as recertified annually;
- (h) Project Sponsor shall require all persons occupying Units to execute a lease in a form approved by the County in accordance with Section 92.253 of the Regulations (24 CFR 92.253);
- (i) Project Sponsor has obtained all Federal, State and local governmental approvals required by law for its acquisition, rehabilitation, ownership and operation of the Project;
- (j) Project Sponsor has caused all Grant proceeds to be used for Eligible Activities and Eligible Costs and for the benefit of Eligible Beneficiaries, as such terms are defined in Parts 92.205 and 92.206 of the Regulations.

- (b) **Management.** Project Sponsor shall provide for the management of the Project in a reasonable and prudent manner.
 - (c) **Audit.** The Project 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 Project Sponsor, shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and copying at the office of Project Sponsor by County or its agent or representative upon reasonable prior notice at any time as County reasonably requires.
 - (d) **Financial and Expense Reports.** Within ninety (90) days following the end of the Project Sponsor's fiscal year, in a manner prescribed by County in writing, Project Sponsor shall furnish County with a complete annual financial report for the Project based upon an examination of the books and records of the Project prepared at Project Sponsor's expense in accordance with the written requirements of County and certified to Project Sponsor, by an Illinois licensed certified public accountant.
 - (e) **Furnishing Information.** At the request of County, Project Sponsor shall furnish such reports, projections, certifications, budgets, operating reports, tax returns and analyses as required pursuant to the Act, Regulations, statutes, rules and regulations of County, as amended from time to time, or by other applicable Federal or State statutes or requirements, and from time to time shall give specific answers to written questions in connection with Project Sponsor's income, assets, liabilities, contracts and operation, all relative to the Project and the administration, operation, maintenance, occupancy, financial soundness and physical condition of the Project.
 - (f) **Insurance.** The Project Sponsor shall maintain property insurance for the premises, naming the County as a beneficiary for the amount of the Grant.
 - (g) **Indemnification.** The Project Sponsor agrees to hold the County harmless and indemnify the County for any actions or omissions committed by the Project Sponsor, its agents and or employees.
6. **Non-Discrimination in Housing.**
- (a) Project Sponsor shall not, in the selection of tenants, in the provision of services, or in any other manner unlawfully discriminate against any person on the grounds of race, color, creed, religion, sex, age, unfavorable military discharge, ancestry, disability, national origin, marital status, familial status or because the prospective tenant is receiving governmental rental assistance.
 - (b) Project Sponsor shall comply with all of the provisions of Paragraph 3805/13 of the Act, Parts 92.350 and 92.351 of the Regulations, and all other provisions of Federal, State and local law relative to non-discrimination.
7. **Violation of Agreement by Project Sponsor.** Upon violation of any of the provisions of this Agreement by the Project Sponsor. County shall give written notice thereof to the Project Sponsor, as provided in Paragraph 17 hereof. If such violation is not corrected to the satisfaction of County within thirty (30) days after the date such notice is mailed, or within such further time as County in its sole discretion permits (but if such violation is of a nature that it cannot be cured within such thirty (30) day period, then so long as the Project Sponsor

condition precedent to the termination of the liability of the transferor hereunder, the transferee of the Project (a "New Project Sponsor") shall assume in writing, 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 substance acceptable to County.

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

9. **Definition of Low-Income and Very Low-Income Family.** As used in this Agreement and the Grant Documents, "Low-Income Families" and "Very Low-Income Families" shall have the meaning set forth in the Rules and Regulations.

10. **Terms of Agreement; Covenants Run with Project.** The covenants, conditions, restrictions and agreements set forth in this Agreement (collectively, the "Obligations") shall be deemed to run with, bind and burden the Project and shall be deemed to bind any New Project Sponsor and any other future owners of the Project and the holder of any legal, equitable or beneficial interest therein for the affordability period.

11. **Affordability and Duration of Agreement.** Housing assisted with HOME funds must follow all applicable requirements under 24 CFR Part 92, Subpart F. As part of those requirements, the HOME assisted housing covered by this Agreement must remain affordable for not less than forty (40) years, without regard to transfer of ownership. The term of affordability shall commence at the time the housing units are initially occupied after completion of the work to be undertaken under this project. To ensure affordability, the Project Sponsor must annually recertify compliance with this Subpart and keep records for review by the County's Department of Planning, Building & Development staff sufficient to document such affordability. This Agreement shall remain in full force and effect until the expiration of the period of affordability.

If the assisted housing does not meet affordability requirements for the term stated herein, full repayment of HOME funds expended on the project must be returned within 30 days notice of non-compliance.

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

13. **Execution of Conflicting Documents.** Project Sponsor warrants that it has not executed, 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 therewith; provided, however, that to the extent this Agreement conflicts with any provisions or requirements set forth in the HOME Investment Partnership Program Contract, this Agreement shall prevail and control.

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.

19. **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.
20. **Waiver of Jury Trial.** The project sponsor waives trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with the project, this agreement or any of the grant documents.

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

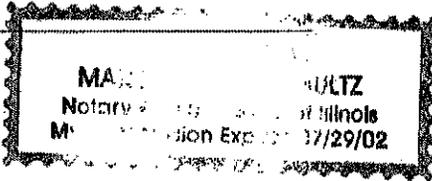
I, the undersigned, a Notary Public, in and for said County and State, on this day appeared Suzi Schmidt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed said instrument for the purposes and consideration therein set forth.

Given under my hand and seal of office, this 30th day of April, 2001.

Margaret Ann Shultz

Notary Public

My commission expires:



::ODMA\PCDOCS\CHICAGO\14592\1

4685718

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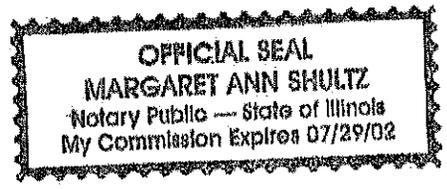
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County and State, on this day appeared Richard J. Sciortino, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and consideration therein set forth.

Given under my hand and seal of office, this 3rd day of May, 2001.

Margaret Ann Shultz
Notary Public

My commission expires:



::ODMA\PCDOCS\CHICAGO\14592\1

4685718

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EXHIBIT A
LEGAL DESCRIPTION

LOT 1 IN SUNSET WOODS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 2001 AS DOCUMENT NUMBER 4651249 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED APRIL 25, 2001 AS DOCUMENT NUMBER 4680486, IN LAKE COUNTY, ILLINOIS.

PIN: 16-23-307-026, 16-23-307-027, 16-23-307-028, 16-23-307-029
16-23-307-030, 16-23-307-031, 16-23-307-032, 16-23-307-080

ADDRESS: 891 CENTRAL AVENUE, HIGHLAND PARK, ILLINOIS

4685718

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HOUSING COMMISSION:

CY2017 COMMISSION WORKPLAN SUBMITTAL



Jurisdiction and Purpose:

It is necessary in the public interest to provide for the creation of a municipal corporation to be known as the Highland Park Housing Commission, in order to encourage, promote, and engage in the development of low and moderate-income housing, and undertake such land assembly, clearance, rehabilitation, development and redevelopment projects as will tend to relieve the shortage of decent, safe, and sanitary dwellings. The Commission administers the City's Housing Trust Fund to provide financial resources for affordable housing activities and oversees the City's Inclusionary Housing Program and other housing initiatives.

| 2017 Workplan Objectives | Associated Funding Request |
|--|-----------------------------------|
| Continue the City Employer-Assisted Housing Program | \$9,170 |
| Oversee property management (Evergreen and HODC) to ensure resident satisfaction and quality facility maintenance at the Housing Commission's affordable properties, including the ones they own, Peers, Ravinia and Sunset Woods rentals, and the one they operate, Walnut Place. | |
| Oversee Management Companies to ensure that construction and remodeling projects for the Commission's affordable properties incorporate energy-efficiency improvements and sustainable building practices to the greatest extent practicable, including completion of the Peers window and air-conditioning replacement project. | |
| Refinance Sunset Woods loan due in 2017. | |
| Administer the City's Affordable Housing Trust Fund and grant making program. | |
| Explore alternative financing opportunities for HC properties | |
| Investigate property tax exemption or abatement for Peers and Ravinia | |
| | |
| | |
| | |

| Commission Operating Expense Requests | Amount |
|--|---------------|
| Professional Services – Accounting Services and Minutetaker | \$6,700 |
| Professional Development - conferences, outside meetings | 0 |
| Membership dues | \$375 |
| Educational materials - books, journals, software, etc. | \$100 |
| Business expense - food for 12 meetings, staff notary renewal, and other business expenses | \$1,200 |
| Administration of Inclusionary Housing Unit Resale Process - appraisals for Inclusionary Housing units | \$250 |
| | |
| | |
| | |

| | |
|----------------------------|-----------------|
| 2017 TOTAL REQUEST: | <u>\$17,795</u> |
| 2016 BUDGET: | <u>\$15,545</u> |

2016 Workplan Objectives

Status

| | |
|---|--|
| Continue the City Employer-Assisted Housing Program. | On-going |
| Continue working with Evergreen Real Estate Services and the Housing Opportunity Development Corporation to assure resident satisfaction and development quality at the Housing Commission's affordable properties, including the ones they own, Peers, Ravinia and Sunset Woods rentals, and the one they operate, Walnut Place. | Management companies' contracts have both been renewed. Staff works closely with both agencies to ensure resident satisfaction and provides a conduit to Housing Commission. |
| Oversee Management Companies to assure that construction and remodeling projects for the Commission's affordable properties incorporate energy-efficiency improvements and sustainable building practices to the greatest extent possible, including implementation of the Peers window and air-conditioning replacement project. | Bid package for Peer window replacement project has been reviewed by legal counsel. |
| Assess whether to re-finance the Peers Senior Housing development. | To occur in fall. |
| | |
| | |
| | |
| | |
| | |
| | |

2016 Additional Accomplishments

| |
|--|
| Staff qualified purchasers for the Sunset Woods affordable senior condominium building on behalf of the Sunset Woods Condominium Association. |
| Considered purchase proposal regarding Ravinia Housing Association parking area. |
| Consider the Inclusionary Housing Advisory Group's recommendations regarding the City's Inclusionary Housing Ordinance. |
| Continued coordination with HUD, Ravinia, and the City on parking lot lease agreement. |
| Refined bid documents for Peers Window Replacement project with edits and comments collected from legal counsel and in house staff review, in preparation for project bidding. |
| Conduct procurement process for Peer's window and air conditioning project |
| |
| |
| |
| |

I certify that the Commission approved this workplan request by a vote of _____ on the date of _____ for CY2017:

Commission Chair

Signature: _____

Date: _____

Roberts Rules - Summary

- **Point of Privilege:** Pertains to noise, personal comfort, etc. - may interrupt only if necessary.
- **Parliamentary Inquiry:** Inquire as to the correct motion - to accomplish a desired result, or raise a point of order.
- **Point of Information:** Generally applies to information desired from the speaker: "I would like to ask (the speaker) a question."
- **Point of Order:** Infraction of the rules, or improper decorum in speaking. Must be raised immediately after the error is made.
- **Main Motion:** Brings new business (the next item on the agenda) before the assembly.
- **Amend:** Inserting or striking out words or paragraphs, or substituting whole paragraphs or resolutions.
- **Withdraw/Modify Motion:** Applies only after question is stated; mover can accept an amendment without obtaining the floor.
- **Commit/Refer/Recommit to Committee:** State the committee to receive the question or resolution; if no committee exists, include size of committee desired and method of selecting the members (election or appointment).
- **Extend Debate:** Applies only to the immediately pending question; extends until a certain time or for a certain period of time.
- **Limit Debate:** Closing debate at a certain time, or limiting to a certain period of time.
- **Postpone to a Date Certain** State the date the motion or agenda item will be resumed.
- **Table or Lay on the Table:** Temporarily suspends further consideration/action on pending question; may be made after motion to close debate has carried or is pending. If motion passes, assembly may not consider question until it is taken from the table (see below).
- **Take from the Table:** Resumes consideration of item previously "laid on the table" - state the motion to take from the table.
- **Reconsider:** Can be made only by one on the prevailing side who has changed position or view.
- **Postpone Indefinitely:** Kills the question/resolution for this session. Exception: the motion to reconsider can be made this session.
- **Previous Question:** Closes debate if successful - may be moved to "**Close Debate**" if preferred.
- **Appeal Decision of the Chair:** Appeal for the assembly to decide - must be made before other business is resumed; NOT debatable if relates to decorum, violation of rules, or order of business.
- **Suspend the Rules:** Allows a violation of the assembly's own rules (except Constitution); the object of the suspension must be specified.

Robert's Rules of Order Motions Chart
Based on *Robert's Rules of Order Newly Revised (11th Edition)*

| Part 1, Main Motions. These motions are listed in order of precedence. A motion can be introduced if it is higher on the chart than the pending motion. | | | | | | |
|---|--|------------|---------|--------|-------|--------------------------|
| PURPOSE | YOU SAY: | INTERRUPT? | SECOND? | DEBATE | AMEND | VOTE? |
| Close meeting | I move to adjourn | No | Yes | No | No | Majority |
| Take break | I move to recess for... | No | Yes | No | Yes | Majority |
| Register complaint | I rise to a question of privilege | Yes | No | No | No | None |
| Lay aside temporarily | I move to table | No | Yes | No | No | Majority |
| Close debate | I move the previous question | No | Yes | No | No | 2/3 |
| Limit or extend debate | I move that debate be limited to.... | No | Yes | No | Yes | 2/3 |
| Postpone to a date certain | I move to postpone the motion to... | No | Yes | Yes | Yes | Majority |
| Refer to committee | I move to refer the motion to... | No | Yes | Yes | Yes | Majority |
| Modify wording of motion | I move to amend the motion by... | No | Yes | Yes | Yes | Majority |
| Kill main motion | I move that the motion be postponed indefinitely | No | Yes | Yes | No | Majority |
| Bring business before assembly (a main motion) | I move that [or "to"]... | No | Yes | Yes | Yes | Majority |
| Part 2, Incidental Motions. No order of precedence. These motions arise incidentally and are decided immediately. | | | | | | |
| PURPOSE | YOU SAY: | INTERRUPT? | SECOND? | DEBATE | AMEND | VOTE? |
| Enforce rules | Point of Order | Yes | No | No | No | None |
| Submit matter to assembly | I appeal from the decision of the chair | Yes | Yes | Varies | No | Majority |
| Suspend rules | I move to suspend the rules | No | Yes | No | No | 2/3 |
| Avoid main motion altogether | I object to the consideration of the question | Yes | No | No | No | 2/3 |
| Parliamentary law question | Parliamentary inquiry | Yes | No | No | No | None |
| Request for information | Point of information | Yes | No | No | No | None |
| Part 3, Motions That Bring a Question Again Before the Assembly. No order of precedence. Introduce only when nothing else is pending. | | | | | | |
| PURPOSE | YOU SAY: | INTERRUPT? | SECOND? | DEBATE | AMEND | VOTE? |
| Take matter from table | I move to take from the table... | No | Yes | No | No | Majority |
| Cancel previous action | I move to rescind... | No | Yes | Yes | Yes | 2/3 or Majority w/notice |
| Reconsider motion | I move to reconsider... | No | Yes | Varies | No | Majority |