

9/10/2013

45-R-13

A RESOLUTION

Authorizing the City Manager to Execute a Development and Affordable Housing Agreement for the Construction of a Residential Home at 1941 Jackson Avenue

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The City Manager is hereby authorized to execute the Development and Affordable Housing Agreement attached hereto as Exhibit 1 and incorporated herein by reference, by and among the City, Evanston Township High School District No. 202, and Community Partners for Affordable Housing for a collaborative project to construct a residential home on ETHS property and then the home will be placed on the vacant lot at 1941 Jackson Avenue.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as he may determine to be in the best interests of the City.

SECTION 3: This resolution 45-R-13 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: September 23, 2013

EXHIBIT 1

**Development and Affordable Housing Agreement by and among the Evanston
Township High School District No. 202, Community Partners for Affordable
Housing and the City of Evanston**

DEVELOPMENT AND AFFORDABLE HOUSING AGREEMENT

THIS DEVELOPMENT AND AFFORDABLE HOUSING AGREEMENT (the "Agreement") is between the BOARD OF EDUCATION OF EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, Cook County, Illinois ("ETHS"), the CITY OF EVANSTON, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution (the "City"), and COMMUNITY PARTNERS FOR AFFORDABLE HOUSING, an Illinois not-for-profit corporation ("CPAH"). Collectively ETHS, the City, and CPAH are referred to as the "Parties".

WITNESSETH

WHEREAS, Pursuant to the terms of a Letter of Commitment dated July 14, 2009, between the City and Brinshore Development, L.L.C. ("Brinshore"), the City and Brinshore partnered to submit an application (ID#803931969) to the United States Department of Housing and Urban Development ("HUD") for funding under the Neighborhood Stabilization Program 2 ("NSP Program"); and

WHEREAS, HUD awarded NSP2 Grant Number B-09-LN-IL-0026 to the City on February 11, 2010 in the amount of \$18,150,000.00, pursuant to a development application to HUD (the "NSP Grant"); and

WHEREAS, the NSP Grant is intended to be used to finance, in part, the following activities: the acquisition, rehabilitation and/or development, leasing and/or sale of a minimum of 100 single-family, multi-family, and condominium units located within census tracts 8092 and 8102 that meet guidelines adopted by HUD (the "Scattered Site Development"); and

WHEREAS, Brinshore purchased certain real property commonly known as 1941 Jackson, Evanston, Illinois, with funds from the NSP Grant to carry out the objectives of the Scattered Site Development (the "Subject Property"); attached as Exhibit 1 is the legal description of the Subject Property; and

WHEREAS, CPAH is a non-profit corporation devoted to providing affordable housing in communities in the northern suburbs of Chicago and seeks to aid the City in achieving its goals and objectives for the Scattered Site Development; and

WHEREAS, ETHS offers to its students a class known as Geometry in Construction which seeks to explore alternative channels and methods for educating students outside of a traditional classroom setting on various subject matters such as design, mathematics, technical, and construction related subjects; and

WHEREAS, the City, ETHS, and CPAH desire to enter into this Agreement to memorialize a partnership between the Parties for the construction of a single-family home by ETHS students and staff, to be placed on the Subject Property post-construction (the "Project"), which will be available as affordable housing to qualified individuals; and

WHEREAS, the Parties wish to associate, cooperate, and enter into a development agreement to define the rights and responsibilities regarding the Project; and

WHEREAS, this Agreement shall be executed in addition and shall have no effect upon any other mutual aid agreements or other agreements between the Parties;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Parties, as follows:

Section 1. Recitals. The Parties have relied upon the recitals first written above, and they are hereby incorporated into this Agreement by reference.

Section 2. General Requirements.

A. **Administration of Agreement.** The City Manager, or the City Manager's designee, shall administer this Agreement on behalf of the City, the ETHS Superintendent, or Superintendent's designee, shall administer this Agreement on behalf of ETHS, and CPAH's Executive Director, or the Executive Director's designee, shall administer this Agreement on behalf of CPAH.

B. **Costs.** The Parties acknowledge that each Party shall bear their own costs and expenses incurred to comply with the terms of this Agreement and performance obligations for the Project. The Parties shall bear their own attorneys' fees and costs for any and all dispute resolution and/or litigation.

C. **Supplementary Documents.** The Parties agree to cooperate fully, to execute any and all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

D. **Default.** In the event of any substantive breach of the terms and conditions of this Agreement, the aggrieved Party shall notify the Party alleged to be in breach of the nature of the breach. The Party alleged to be in breach shall have ten days to cure the breach; if the nature of the breach is such that a cure cannot reasonably be effected within ten days, the Party alleged to be in breach shall not be held in default so long as it commences a cure in the ten day period and diligently pursues completion of the breach. Upon default of this Agreement, the non-defaulting Party shall have all legal and equitable remedies arising from the breach.

E. **Indemnification.**

1. **ETHS Indemnification.** To the extent authorized by the laws of the State of Illinois, ETHS shall indemnify and hold the City and CPAH harmless against any and all claims, demands, damages, liabilities, and costs incurred by the City and CPAH which resulted from any negligent act or omission of ETHS, its employees, or agents pertaining to its activities and obligations under this Agreement.

2. **City Indemnification.** To the extent authorized by the laws of the State of Illinois, the City shall indemnify and hold ETHS and CPAH harmless against any and all claims, demands, damages, liabilities, and costs incurred by ETHS and CPAH which

resulted from any negligent act or omission of the City, its employees, or agents pertaining to its activities and obligations under this Agreement.

3. CPAH Indemnification. To the extent authorized by the laws of the State of Illinois, CPAH shall indemnify and hold ETHS and the City harmless against any and all claims, demands, damages, liabilities and costs incurred by ETHS and the City which resulted from any negligent act or omission of the CPAH, its employees, or agents pertaining to its activities and obligations under this Agreement.

Section 3. ETHS Role and Responsibilities.

A. ETHS to Construct Project Home. ETHS students and staff members shall construct a one-story single family home that is approximately 1,200 – 1,500 square feet in size (the “Project Home”). All aspects of the construction will be coordinated and supervised by ETHS, including installation of all improvements and fixtures in compliance with all applicable codes and regulations. ETHS shall coordinate and perform all aspects of the construction in an efficient, workmanlike, and safe manner in compliance with all federal, state, and local laws and regulations. The Project construction phase will take place entirely on ETHS property (1600 Dodge Avenue, Evanston, Illinois).

B. Duration of Construction. After construction has commenced, ETHS projects that construction will last for 12 months. Subject to Force Majeure, ETHS shall use due diligence and commercially reasonable efforts to ensure completion by September 30, 2014.

C. Relocation of Project Home. ETHS shall cause the Project Home to be relocated from ETHS property to the Subject Property for final installation.

D. ETHS Site Work. ETHS shall perform site work (including final grading and other necessary preparatory work) on the Subject Property to allow for the Project Home to be installed, consistent with Exhibit 2, schematic drawings.

E. Garage and Grounds. The existing garage located on the Subject Property will not be demolished or rebuilt by ETHS, but ETHS may make improvements to the garage and install landscaping on the Subject Property that comply with City ordinances.

F. Permits. ETHS shall be responsible for obtaining all building and occupancy permits for the Project and for the Project Home to enable it to be occupied on the Subject Property.

G. ETHS Costs. All costs for the construction of the Project Home and its placement on the Subject Property will be borne by ETHS, including but not limited to construction materials, permit fees, labor costs, and removal expenses from the School District Property to the Subject Property. ETHS will pay the Tax Credit Application Fee and Reservation Fee to the Illinois Housing Development Authority, as defined in section 5.A below.

H. Insurance. During the term of this Agreement, ETHS, at its sole cost and expense, and for the benefit of the City and CPAH, shall carry and maintain comprehensive general liability and property damage insurance, insuring against all liability of ETHS arising out of its

involvement in constructing and relocating the Project Home, with a minimum combined single limit of Two Million (\$2,000,000.00) dollars per occurrence. In addition, ETHS shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for ETHS' respective employees. The comprehensive general liability and property damage insurance policy shall name the City, CPAH, and their respective Boards, Board members, employees, agents, and successors as an additional insured. ETHS shall provide the City and CPAH with certificates of insurance evidencing the existence of the coverage described above, including form and deductibles. The School District's obligation to provide insurance under this Agreement and name the City and CPAH as an additional insured shall terminate upon CPAH's transfer of title of the Subject Property in accordance with Section 5.D of this Agreement.

Section 4. City Role and Responsibilities.

A. City Inspection. City staff members will inspect the Project during construction and the finished Project Home prior to its removal from the ETHS property to ensure compliance with all applicable codes and regulations.

B. City Site Work. The City shall not be responsible for any site work on the Subject Property. Site work is the sole responsibility of ETHS.

C. City to Obtain Title to Subject Property. Prior to ETHS removing the Project Home to the Subject Property and no later than December 1, 2013, the City shall obtain title to the Subject Property from Brinshore and shall obtain a title policy from Chicago Title Insurance, or other title company agreeable to the Parties, showing the City as the fee simple title holder of the Subject Property. All closing costs and title policy costs shall be paid by ETHS and ETHS shall reimburse the City for any expenses related to the closing, except for attorneys' fees.

D. City to Transfer Title of Subject Property to CPAH. After the installation of the Project Home and the issuance of a certificate of occupancy for the Project Home, the City shall donate the Subject Property at no cost to CPAH. The City shall transfer the Subject Property at the office of Chicago Title Company, or other title company agreeable to the City and CPAH. The conveyance shall be by quit claim deed conveying fee simple title to the Property. At the closing, the City and CPAH shall deliver all necessary closing documents to allow for the transfer of the title to the Subject Property to CPAH and to enable the title company to issue a title policy that shows CPAH as the owner of the Subject Property. CPAH and the City shall equally share all closing expenses. The closing shall occur no later than September 30, 2014. All closing costs and title policy costs shall be paid by ETHS and ETHS shall reimburse the City for any expenses related to the closing, except for attorneys' fees.

E. Sale of Tax Credits. As provided in Section 5.B of this Agreement, the City desires to receive Illinois Affordable Housing Tax Credits from the Illinois Housing Development Authority, as defined in Section 5.A below in exchange for the transfer of the Subject Property to CPAH. If the City is successful in receiving Tax Credits, the City, with CPAH's assistance, will obtain at least three offers from banks and/or other institutions for the purchase of the Tax Credits and shall sell the Tax Credits to the institution that makes the highest

offer. The City will then donate the proceeds from the Tax Credit sale to the School District for the Geometry in Construction class.

Section 5. CPAH Role and Responsibilities.

A. CPAH to Apply for Tax Credits. CPAH will act as the eligible Project Sponsor and apply for Illinois Affordable Housing Tax Credits (the "Tax Credits") from the Illinois Housing Development Authority prior to the City donating the property to CPAH.

B. Sale of Tax Credits. If CPAH, acting as the Project Sponsor, is successful in securing an allocation of Tax Credits, CPAH will assist the City in selling the Tax Credits to a third party in accordance with section 4.D of this Agreement.

C. Declaration of Covenants, Conditions, and Restrictions. Prior to CPAH's sale of the Subject Property, CPAH will record a declaration of covenants, conditions, and restrictions applicable to the Subject Property in substantially the form attached as Exhibit 3 to this Agreement.

D. Sale of Subject Property by CPAH. CPAH shall take all necessary actions to sell the Subject Property. CPAH shall be responsible for maintaining the affordability of the Subject Property and shall limit the sale of the Subject Property to households earning less than 60% of the Chicago Metropolitan Statistical Area Median Income, as determined annually by the U.S. Department of Housing and Urban Development, adjusted for family size.

E. Donation of Sale Proceeds to ETHS. Within 14 days after CPAH's receipt of the proceeds from the sale of the Subject Property, CPAH will donate all proceeds from the sale of the Subject Property to the School District for the Geometry in Construction class minus any costs incurred by CPAH and approved by ETHS in writing.

Section 6. Miscellaneous.

A. Notices. All notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U. S. Postal Service for delivery *via* certified mail, return receipt requested, addressed:

If to ETHS:

Dr. Eric Witherspoon
Superintendent
1600 Dodge Avenue
Evanston, IL 60201

William Stafford
Chief Financial Officer
1600 Dodge Avenue
Evanston, IL 60201

Brian Crowley
Franczek Radelet
300 South Wacker, Ste.
3400
Chicago, IL 60606

If to City:

Wally Bobkiewicz
City Manager
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Director of
Community
Development Dept.
2100 Ridge Avenue
Evanston, IL 60201

W. Grant Farrar
Corporation
Counsel
City of Evanston
2100 Ridge
Avenue
Evanston, IL
60201

If to CPAH:

Robert Anthony
Executive Director
400 Central Avenue, Suite #111
Highland Park, IL 60035

B. Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the Parties, their respective successors, and assigns.

C. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Parties to this Agreement.

D. Governing Laws. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

E. Authority to Execute. The Parties warrant and represent that the persons executing this Agreement on their behalf have been properly authorized to do so.

F. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

G. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

H. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Parties.

I. Entire Agreement. It is understood and agreed that all understandings and agreements between the Parties are merged in this Agreement and no Party is relying upon any statement or representation not embodied in this Agreement. Each Party expressly acknowledges that, except as expressly provided in this Agreement, the other Parties and the agents and representatives of the other Parties have not made, and the other Parties are not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the transaction contemplated hereby.

J. Assignment. This Agreement cannot be assigned by any Party without the written consent of the other Parties and should any assignment be made by one Party without the written consent of the other Parties, such assignment will be null and void.

K. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, federal, State, or ETHS holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, federal, State, or ETHS holiday.

L. Exhibits. Exhibits 1, 2, and 3 are incorporated into and made part of this Agreement.

M. Captions. The captions at the beginning of the several sections, respectively, are for convenience in locating the contents, but are not part of the context.

N. Counterpart Signatures. For the convenience of the Parties, this Agreement may be executed in similar counterparts, each counterpart shall be deemed an original instrument, and such counterparts taken together shall constitute one and the same.

O. Effective Date. The Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as set forth below.

**BOARD OF EDUCATION OF
EVANSTON TOWNSHIP HIGH SCHOOL
DISTRICT NO. 202:**

By: _____
Superintendent

Date: _____

CITY OF EVANSTON:

By: _____
City Manager

Date: _____

**COMMUNITY PARTNERS FOR
AFFORDABLE HOUSING:**

By: _____
Executive Director

Date: _____

EXHIBIT 1

LEGAL DESCRIPTION

THE NORTH 30 FEET OF LOT 15 AND THE SOUTH 10 FEET OF LOT 16 IN BLOCK 5 IN GRANT AND JACKSON'S ADDITION TO EVANSTON A SUBDIVISION IN THE SOUTH PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PAR TOF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 10-13-211-002-0000

Address of Real Estate: 1941 Jackson Avenue, Evanston, Illinois 60201

EXHIBIT 2

SCHEMATIC DRAWINGS
[To be inserted at a later date]

WINDOW AND EXTERIOR DOOR SCHEDULE

Symbol	Type	Mfr/model	Rough opening or size	Quantity	Location
1	Exterior entry door	To be selected	36" x 80"	1	Front door
2	Sliding French door	Marvin Integrity ISFD6068	6'-0" x 6'-10 1/2"	1	Kitchen
3	Double hung	Marvin Integrity ITDH3856	3'-2 1/4" x 4'-8 1/4" Complies with egress reqs: clear width 34.37", clear height 24.0", clear area 5.73	8	Bedrms/liv/din
4	Double hung, pair	Marvin Integrity ITDH3856	6'-3 1/2" x 4'-8 1/4"	1	Bedroom 3
5	Double hung, pair	Marvin ITDH3644	6'-3 1/2" x 3'-8 1/4"	1	Living/Dining
6	Casement	Marvin ICA2935	2'-5" x 2'-11 5/8"	2	Kitchen/Master bath

INTERIOR DOOR SCHEDULE

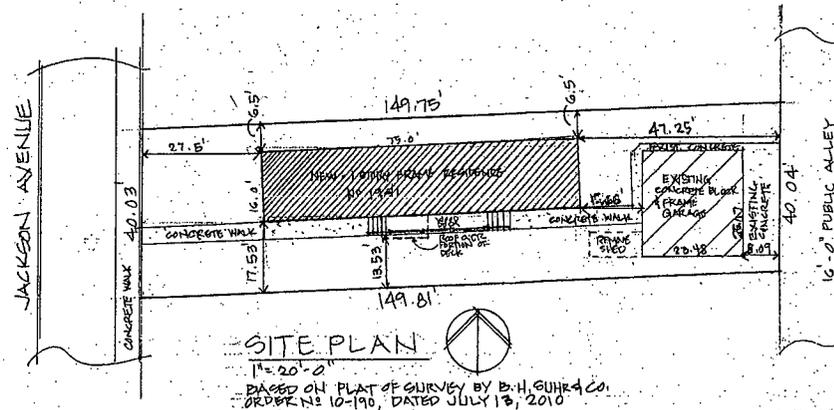
Symbol	Type	Mfr/Model	Size	Quantity	Location
A	Wood, solid,	To be selected	30" x 80"	4	Bedrooms/Bathrooms (privacy locksets)
B	Wood, solid	To be selected	28" x 80"	2	Master bath (privacy lockset), master closet
C	Wood, solid	To be selected	18 x 80"	1	Closet
D	Wood, bifold	To be selected	60" x 80"	1	Utility closet
E	Wood, bifold	To be selected	36" x 80"	3	Closets

LIGHT AND VENTILATION SCHEDULE

Room	Area	Req Light	Req Vent	Actual Light	Actual Vent
Liv/Din/Kitchen	375.0	30.0	15.0	68.58	40.57
Master Bedroom	165.0	13.2	6.6	31.29	17.19
Master Bath	36.0	3.0	1.5	4.73	5.09
Bedroom 2	122.0	9.76	4.88	10.43	5.73
Bedroom 3	150.0	12.0	6.0	31.29	17.19
Hall Bath	35.0	3.0	1.5	4.73	5.09

Codes Adopted by the City of Evanston

- 2003 International Residential Code
- 2005 National Electrical Code (NFPA 70)
- 2003 International Mechanical Code
- 2009 International Energy Conservation Code
- 2004 State of Illinois Plumbing Code
- City of Evanston Zoning Ordinance
- City of Evanston amendments to the above codes



DonnaLee M. Floeter, AIA
 Architect
 826 Grey Avenue
 Evanston, Illinois 60202
 Phone 847.475.5893
 DonnaLeeFloeter@aol.com

DATE: AUG 5, 2013
 PREPARED BY: [Signature]
 PERMIT NO: [Blank]

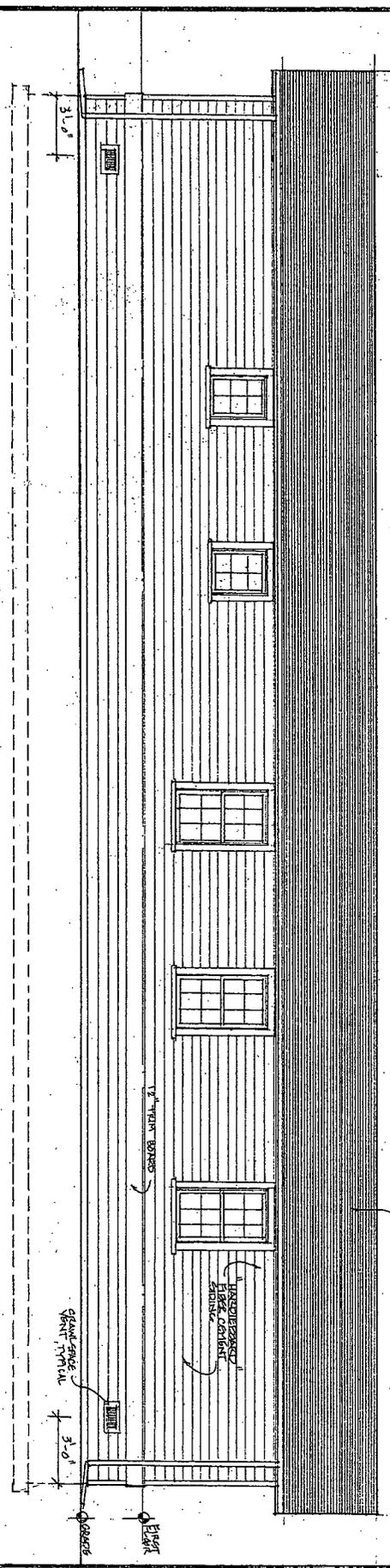
New Single-Family Residence
 ETHS Geometry in Construction Curriculum
 1941 Jackson Avenue
 Evanston, Illinois 60201

SITE PLAN

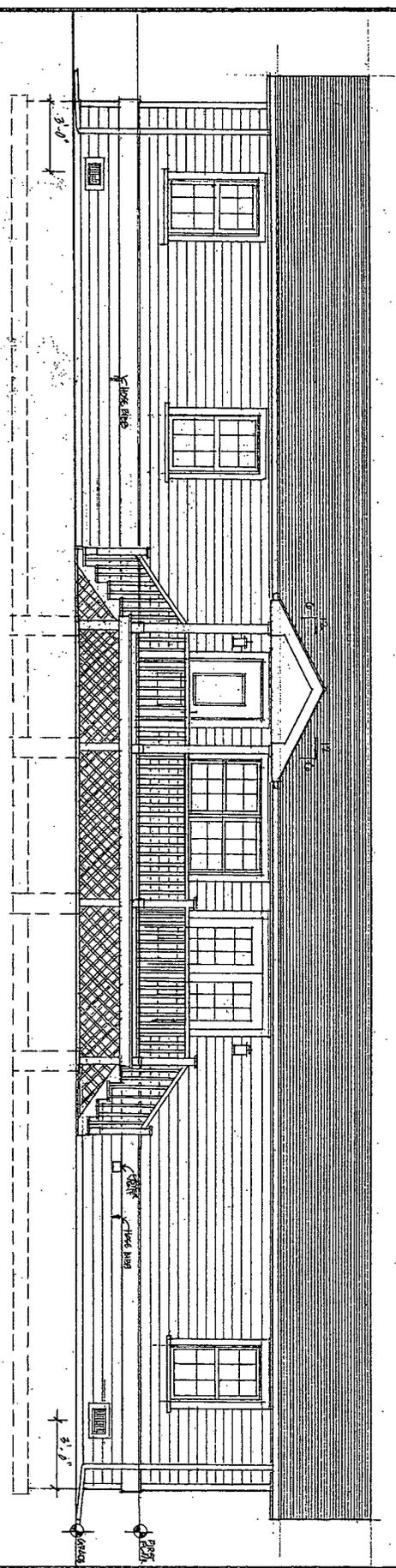
SHEET 1

OF 8

NORTH ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"

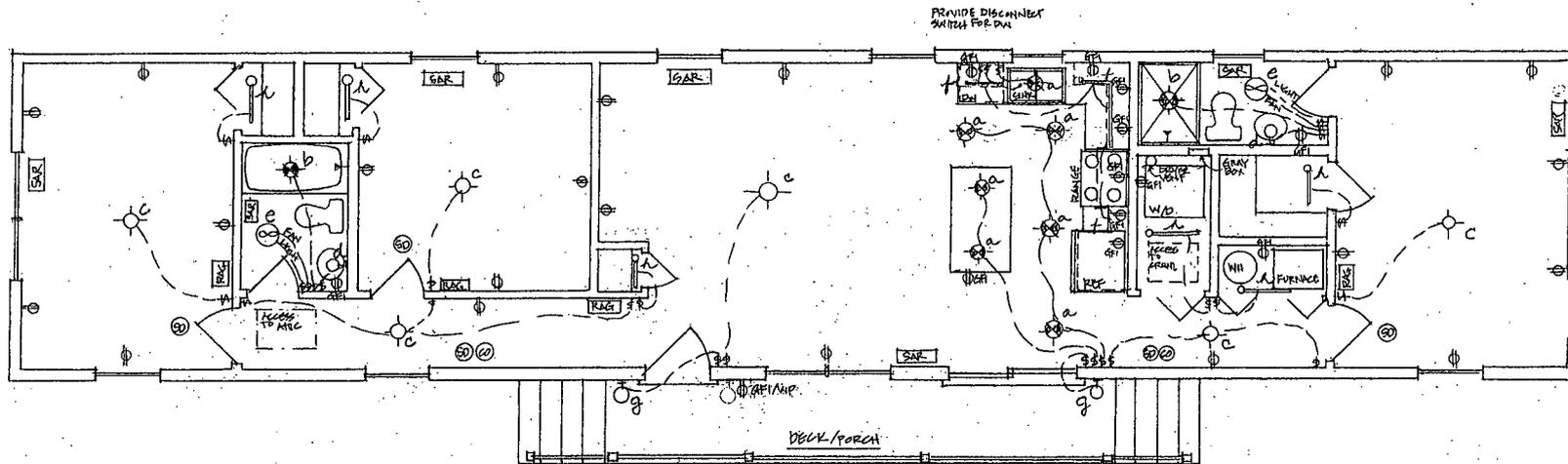


4
SHEET
SOUTH ELEVATION
NORTH ELEVATION

New Single-Family Residence
ETHS Geometry in Construction Curriculum
1941 Jackson Avenue
Evanston, Illinois 60201

DATE
DESIGNED BY: DONNA LEE FLOETER
AUG 5, 2015

DonnaLee M. Floeter AIA
Architect
826 Grey Avenue
Evanston, Illinois 60202
Phone 847.475.5093 DonnaLeeFloeter@aol.com



FIRST FLOOR MECHANICAL/ELECTRICAL PLAN
 1/4" = 1'-0"

Symbol List	
	Duplex Outlet
	Ground Fault Interrupter
	Single Pole Switch
	Three Way Switch
	Ceiling Mounted Light Fixture
	Wall Mounted Light Fixture
	Recessed Light Fixture
	Fluorescent Light Fixture
	Exhaust fan
	Supply Air Register
	Return Air Grill
	Smoke/CO Detector
	Telephone/Data Jack
	Radiator
	Baseboard Radiator
	Existing to Remain

ELECTRICAL FIXTURE SCHEDULE

Symbol	Type	Mfr/Model	Quantity	Location
a	5" or 6" Recessed, dimmable	Halo LED, or equal	7	Kitchen
b	6" Recessed, dimmable waterproof for wet locations	Halo LED, or equal	2	Bathrooms
c	Ceiling mtd CFL or incand (install fan-rated boxes in bedrooms whether or not fans are selected)	To be selected	6	Various
d	Wall mtd CFL or incand	To be selected	2	Bathrooms
e	Exhaust fan with light	Panasonic "WhisperGreenLite" or equal 100 cfm	2	Bathrooms
f	Under cabinet task lighting	To be selected	VIF	Kitchen
g	Exterior wall mounted	To be selected	2	At exterior doors
h	Clg or wall mtd fluorescent	Alkco "Little Inch" or equal	6	Closets

DonnaLee M. Floeter AIA
 Architect
 826 Grey Avenue
 Evanston, Illinois 60202
 Phone: 847.475.5893
 DonnaLeeFloeter@aol.com

DATE ISSUED FOR PERMIT
 AUG 9, 2013

New Single-Family Residence
 ETHS Geometry in Construction Curriculum
 1941 Jackson Avenue
 Evanston, Illinois 60201

M/E PLAN

SHEET
 6
 78

SPECIFICATIONS

GENERAL REQUIREMENTS

1. The contract shall consist of the contractor's Bid or Proposal, AIA Document A101-2007 (Standard Form of Agreement Between Owner and Contractor for Residential or Small Commercial Project,) the Drawings and the Specifications. Owner is defined as Evanston Township High School.
2. The Drawings and the Specifications are intended to be complementary. Any items, which are necessary for completion of the work and which are not specifically mentioned or drawn, but are implied in order to complete the work, shall be furnished as part of the work.
3. All construction work shall comply with applicable statutes, ordinances and regulations of the City of Evanston and the State of Illinois.
4. Contractor shall verify all dimensions. Architect shall be notified of any omissions or discrepancies in the drawings or of any variations in dimensions or conditions on the site from those shown on the drawings before start of work. Changes in the work required by field conditions shall not be made without approval of architect. Do not scale any dimensions from the drawings. The architect is not responsible for construction supervision.
5. Building permit shall be obtained by the Contractor, bid as allowance. Contractor shall arrange for inspections as required by the City of Evanston.
6. Unless otherwise noted, contractor shall supply all materials, tools, labor and other items necessary to complete the work. Workmanship and materials shall be of good quality, and work shall be performed in accordance with accepted trade standards.
7. It shall be understood as part of the contract that the contractor and each of his subcontractors have visited the site and examined the area in a thorough manner and satisfied themselves as to the conditions under which they will be required to perform the work. Failure to do so will not be regarded as reason for extras, which may be claimed in this regard.
8. Contractor shall maintain the property in a safe and secure condition throughout the construction period. Necessary precautions are to be taken in order to protect the property, the building, the finishes or contents, occupants, workers, adjacent property and the public during the construction period.
9. Contractor shall guarantee work for one year from issuance of Certificate of Occupancy from the Evanston Building Department.

DEMOLITION

1. Contractor shall supply dumpsters and remove all debris from premises.
2. Contractor has sole responsibility for design and installation of any structural shoring needed to install the work as drawn.

CONCRETE

1. Concrete shall conform to the "Building Code Requirements for Structural Concrete," ACI 318-05, except where local building code requirements are more stringent, in which case the local code shall govern.
2. Footings shall rest on undisturbed soil below frost line, with minimum bearing capacity of 3000 psi. If unsuitable soil is found at design depth, excavate to a depth to achieve desired bearing strength. Concrete shall have a minimum compressive strength of 3,000 psi at 28 days. Slump shall not exceed 4 inches.
3. Concrete work includes foundation walls & footings for crawlspace foundation, piers for porch, associated framework.
4. Contractor shall notify owner to order soil test at owner's expense if bearing capacity of soil is in question.

CARPENTRY

1. All structural wood work and rough carpentry shall use wood with moisture content not to exceed 19%. All framing material shall be Spruce-Pine-Fir #2 or better. Minimum stresses for framing lumber shall be as follows:
Joists: Fb= 875 psi, E= 1,100,000 psi
Posts: Fb= 875 psi, E= 1,500,000 psi
LVL: Fb=2600 psi, E= 1,900,000 psi
Contractor is to notify architect regarding any substitution of alternate species. All exposed lumber and lumber in contact with concrete to be pressure treated. Design loads are as follows:
Floors: 40#LL 10#DL
Ceilings: 20#LL 10#DL
Rafters: 30#LL 10#DL
Deck floors: 100#LL 10#DL
Railings: 50 lb per lineal foot horizontal force at top rail.
3. Provide steel reinforced angle, minimum 24 gauge, spanning the distance between the adjacent studs when cutting and/or notching of top plate exceeds 50% of its width.
4. Firestopping shall be provided in the following locations:
 - a) In concealed spaces of stud walls and partitions, including furred space at the ceiling and floor level.
 - b) All interconnections between concealed vertical and horizontal spaces such as occurring at soffits, drop ceilings, etc.
 - c) In concealed spaces between stair stringers at the top and bottom of the run.

d) At openings around vents, pipes, ducts, chimneys and fireplaces at the ceiling and floor level, with non-combustible material.

e) Except as provided in d) above, firestopping shall consist of 2-inch nominal lumber, or two thicknesses of 1-inch nominal lumber with broken lap joints, or one thickness of 23/32 inch wood structural panels with joints backed by 23/32 inch structural panels or one thickness of 3/4 inch particleboard, 1/2 inch gypsum board or 1/2 inch cement based millboard

5. Cutting and notching of joists shall not exceed 1/6 the depth of the member, shall not be longer than 1/3 the depth of the member and may not be located in the middle 1/3 of the span. Notches at the end of the member may not exceed 1/4 the depth of the member. Tension side of members may not be notched except at the ends. Holes bored may not exceed 1/3 the depth of the member. Holes may not be closer than 2 inches to the top or bottom of the member or to any other hole or notch. Notches in engineered wood products are not permitted. Holes in engineered wood products must be made in accordance with manufacturer's specifications.

6. Provide solid 2x bridging at midspan for all spans exceeding 8'-0".

7. Wind bracing is to be provided by fully sheathing the exterior with 1/2 inch exterior grade plywood sheathing.

8. Stairs shall have a minimum width of 36 inches and a clear headroom of 6'-8" at all points. Maximum riser height is 7 1/2" and minimum tread width is 10", measured nosing to nosing. Nosings are to be provided, minimum 3/4" and maximum 1-1/4". Guardrails for exterior porch and stairs are to be minimum 36" high with vertical balusters at 4" o. c. maximum, with graspable top rail per IRC R311.5.6.3 or separate handrail is to be installed minimum one side of stair run, mounted to guardrail at 34" to 38" measured vertically above nosings, with ends returned to rail.

9. All interior window, door and base trim is to be selected by owner.

10. Kitchen and bath cabinets are to be supplied by owner and installed by general contractor, unless otherwise provided for in the contract. Verify exact size and location of all cabinets and appliances with cabinet supplier's shop drawings.

11. Kitchen and bath countertops and backsplashes are to be supplied and installed by general contractor, owner to select exact style and color, unless otherwise provided for in contract. Bid kitchen countertops as solid surfacing material, "Corian" or similar.

THERMAL AND MOISTURE PROTECTION

1. Supply and install fiber glass batts with attached vapor barrier, as shown on drawings. Insulation R-values must comply with 2012 International Energy Conservation Code.

2. Roof is to be 240# asphalt shingles, color to be selected by owner, on 2 layers 15# felt, with pitches as shown on drawings. Provide W. R. Grace "Ice and Water Shield" at all eaves, for a minimum distance of 48 inches up the slope from the fascia edge.

3. Exterior finish is to be fiber cement siding panels and products by J. M. Hardie Corporation, style, type, size and color to be selected by owner. All soffits, fascia and trim are to be "Hardie" material. Porch/deck finish materials are to be cedar or pressure treated lumber, available species.

4. Gutters and downspouts are to be 5" aluminum with baked enamel finish, owner to select color.

5. Provide eave and roof vents as required by code to vent adequately all enclosed roof spaces.

6. Flash roof at new walls and at roof penetrations. Flash all door and window openings as required by code.

7. Frame construction not ventilated to allow escape of moisture shall be provided with an approved vapor retarder on the warm-in-winter side of the thermal insulation.

8. All exterior joints, seams and penetrations in the building envelope must be sealed with caulked, taped gaskets or weatherstripping to prevent air leakage.

WINDOWS, DOORS AND HARDWARE

1. New windows to be Integrity Wood/Ultrex units manufactured by Marvin Windows, sizes as shown on drawings and window schedule, double glazed with full screens, low-e glazing, argon-filled with no muntins, as shown on elevations. Clad color to be selected by owner. New windows must have a U-factor of 0.35 or less to comply with 2012 IECC. Owner may substitute another manufacturer's product, but must verify that it meets all requirements.

2. The following glazing must be safety glazing:

a) Glazing in egress and ingress doors.

b) Glazing in sliding doors.

c) Glazing in any part of building wall enclosing whirlpool tubs where the bottom edge of glazing is less than 60" above the drain inlet.

d) Glazing adjacent to a door where the nearest vertical edge is within a 24" arc of the door in a closed position and where the bottom edge is less than 60" above the floor or walking surface.

e) Glazing in doors and enclosures for hot tubs, whirlpools, saunas, steam rooms, bathtubs and showers.

3. Each new sleeping room is to have at least one window meeting or exceeding the following size requirements; Minimum clear opening area: 5.7 square feet, minimum clear opening width: 22 inches, minimum clear opening height: 24 inches.

3. Door sizes are to be as noted on plans or door schedule.

4. Hardware is to be specified by owner and must comply with all applicable codes.

FINISHES

1. New walls and ceilings are to get 1/2" drywall. Finished walls and ceilings shall have a continuous, level and smooth appearance, with no evidence of patching or cracking. No drywall coming from or originating in China is to be used in this project.

2. Finish floor of living room/dining room/kitchen, including hallways and closets is to be oak #2 and better, sanded stained and finished with 2 coats polyurethane (or as otherwise selected by owner). Bedrooms, including closets are to get carpet on pad, bathroom floors and tub/shower surrounds are to be ceramic tile; laundry closet and utility closet to be sheet vinyl.

3. All tile installations are to be thinset on cement tile backer board ("Durock" or equal). General contractor is to supply and install tile, bid as an allowance, owner is to make exact selections. Verify with owner if kitchen backsplash is to receive tile.

4. Interior painting per owner's direction.

EQUIPMENT

1. Owner is to supply the following kitchen appliances for installation by general contractor: Refrigerator, dishwasher, 30" gas range, exhaust hood, microwave, disposal, washer and dryer. Contractor is to verify power requirements of all appliances and install to proper working order.

2. Owner is to supply towel bars, robe hooks, paper holders, mirrors and medicine cabinets for installation by general contractor, unless otherwise provided in contract.

DonnaLee M. Floeter AIA
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DATE
ISSUED FOR PERMIT
AUG 5, 2013

New Single-Family Residence
ETHS Geometry in Construction Curriculum
1941 Jackson Avenue
Evanston, Illinois 60201

SPECIFICATIONS

SHEET 7

OF 8

MECHANICAL
HVAC

1. HVAC contractor shall be responsible for the design of the equipment and the duct/piping layout. The layout shown on plans is schematic only and is to be verified by the contractor. All work is to be reviewed with and approved by the Architect, owner and the Evanston Building Department prior to installation.

2. All cutting and patching required by this work shall be provided by this contractor. All holes shall be neat and sized for the equipment. No structural member shall be cut unless approved by the architect prior to cutting. Soffits shall be avoided unless approved in advance by the architect.

3. All equipment shall be provided with manufacturer's warranty with copies furnished for each unit. Additionally this contractor shall guarantee the entire installation for one year or such longer periods as may be provided by the equipment manufacturer.

4. This contractor shall coordinate his work with the Owner, Contractor, Plumbing Contractor and Electrical Contractor to avoid conflicts and interference with the work of other trades.

5. HVAC system: Contractor is to supply and install one new 93% efficient gas forced-air heating and cooling system. The contractor shall guarantee to heat the house to a temperature of not less than 72 degrees F DB with 45-50% RH with outside temperature of -10 degrees F DB and cool the house to a temperature of 78 degrees F DB with outside temperature of 95 degrees F DB and 75 degrees WB.

6. Ductwork shall be sized in accordance with ASHRAE guide. Gauge of galvanized ductwork, hangers, etc. also to be in accordance with ASHRAE. All square elbows to have double thickness type turning vanes and all round elbows shall have inside radius equal to double thickness type turning vanes and all round elbows shall have inside radius equal to double thickness type turning vanes. Manual volume dampers are to have locking quadrant. Each register shall have opposing blade volume dampers. Insulate ducts that pass through crawlspace, attics or any unheated space. Joints of duct system must be taped, sealed with mastic, or gasketed air tight. Verify exact locations of supply air registers and return air grilles with architect. Provide minimum support for ducts not to exceed 10 foot intervals. Use of any soffits to install ductwork is to be approved by architect and owner prior to any installation.

7. All registers, grilles and diffusers shall be similar to Tibus, white in color unless otherwise indicated, or oak grilles to match floor where appropriate. Diffusers, registers and grilles shall be floor, wall and/or ceiling mounted based on the design/build proposal and consultation with the owner and architect. Floor diffusers shall be located no more than 4" from face of wall. Verify exact locations of grilles, registers and diffusers with architect and owners in field.

8. The contractor shall guarantee to adjust, balance and service the heating/cooling system and repair or replace all defective parts without charge for a period of one year from the date of completion and acceptance of the work.

9. Fuel burning equipment shall be provided with a supply of air for fuel combustion. 10. Within a dwelling unit, heating appliances installed in a compartment, above, basement or similar space shall be accessed by an opening of door and an unobstructed passageway measuring not less than 24 inches wide and large enough to allow removal of the largest appliance in the space. Provide a level service space of not less than 30 inches deep and the height of the appliance, but not less than 30 inches at the front of the appliance with the door open. Furnace clearances to combustibles shall meet manufacturer's specifications and conform to code.

11. Ninety-percent-plus furnace types or furnaces with humidifiers must be installed within an enclosed insulated and dry-vented room. 12. A lighting fixture controlled by a switch located at the required passageway opening and a receptacle outlet at or near the appliance location shall be provided in accordance with the National Electrical Code.

13. The contractor shall guarantee to adjust, balance and service the HVAC system and repair or replace all defective parts without charge for a period of one year from the date of completion and acceptance of the work.

14. Provide mechanical ventilation for bathroom areas. The minimum ventilation rate shall be 30 cfm for intermittent or 20 cfm for continuous ventilation. Pipe material shall be metallic or rigid metal flexible duct, PVC or sheet metal. Pipe must be mechanically anchored and trapped. Vent directly to the outside by an approved method.

15. Locate condensing unit as shown on drawings and in accordance with Evanston zoning code requirements (10 feet or greater from any lot line).

16. Gas piping penetrating through basement or foundation wall shall be encased in a sleeve. The annular space between the gas piping and the sleeve shall be sealed at the foundation or basement wall to prevent entry of gas or water.

17. Dryer vent systems shall be independent of all other systems and shall convey the moisture to the outdoors. Duct must be smooth metal inside and shall be equipped with a backdraft damper. Joints of duct system must be taped, mastic or gasketed air tight. Provide minimum support not to exceed 10 foot intervals. Vents shall be constructed of minimum of 0.016 inch rigid rigid metal ducts. Approved flexible duct connectors may be used in connection with domestic dryer exhaust. Flexible duct connectors shall not be concealed within construction. The maximum length of dryer exhaust vent shall not exceed 25 feet from the dryer location to wall or roof termination. Dryer vent length is to be calculated with 5 feet added for each 90 degree bend and 2.5 feet added for each 45 degree bend. Vent size shall be at least the diameter of the appliance outlet.

18. Fuel fired appliances shall not be located in, or obtain combustion air from, sleeping rooms, with the following exception: appliances installed in an enclosure in which all combustion air is obtained from the outdoors and the enclosure is equipped with a solid weatherstripped door and self closing device.

ELECTRICAL

1. Existing electrical service is to be 200A, brought underground from utility pole in alley.

2. Supply and install all outlets, receptacles, switches, and light fixtures as shown on drawings. Verify exact locations of equipment in field with architect and owner. See light fixture schedule. The electrical layout is schematic only. The exact layout of piping, wiring, ductwork, etc. is to be determined by the Electrical Contractor.

3. The Electrical Contractor shall furnish and install all recessed lighting. Recessed lighting fixture shall be IC type, for LED lamps, manufactured by Halo or equal. All recessed lights in tub/shower areas shall have waterproof lenses and trim. Electrical Contractor shall supply and install all other ceiling, wall and surface mounted light fixtures as indicated in Electric Fixture Schedule, and all fixtures as supplied by owner. Provide bulbs for all fixtures, both contractor- and owner-supplied.

4. Switches and outlets shall be ganged wherever possible. Outlet covers to be white unless otherwise selected by owner. Coordinators with paint colors. All switches to be Leviton "Decora" with "True Touch" or "SureSlide" for dimmers, white in color, unless otherwise selected by owner. All recessed fixtures to have dimmer switches.

5. Provide GFI protection on circuits and individual receptacles as required by code in kitchens, bedrooms and on exterior. New bathrooms are to each have a dedicated 20 amp circuit.

6. Provide telephone, data and TV wiring as indicated on drawings or as directed by owner.

7. Electrical contractor is to furnish and install bath fan and fan/light combinations. HVAC contractor is to provide exhaust fan ductwork with vent flashing through the roof, with rain covers.

8. Smoke detectors shall be installed in each sleeping room, outside of each sleeping area within 15 feet of each bedroom door and also in the general location of all heating equipment. All detectors shall be interconnected such that the actuation of one alarm will actuate all the alarms in the individual unit, and shall provide an alarm that will be audible in all sleeping areas. All detectors shall be approved and listed and shall be installed in accordance with the manufacturer's instructions. Provide a carbon monoxide detector on each story of the dwelling, carbon monoxide detectors near bedrooms must be located within 15 feet of each bedroom door.

9. All circuits serving sleeping areas are to be arc-fault protected at the panel. 10. All lighting in clothes closets is to use recessed incandescent fixtures, with a completely enclosed lamp, a surface-mounted fluorescent fixture with a minimum of six inches (6") from the storage point or incandescent enclosed surface mount fixtures with a minimum twelve-inch (12") clearance to point of storage.

11. Outlet spacing is to comply with NEC 210-52.

19. A safety pan with drain is required under all HVAC equipment and laundry machines installed above the basement level.

20. Gas fired furnaces and water heaters to have a minimum 4 inch diameter type "B" vent or horizontal PVC venting providing that vent terminal is at least 10 feet from any lot line, with minimum 2 inch clearance to combustible materials. The vent terminal of a direct vent appliance with an input of 50,000 BTU/h or less shall be located not less than 9 inches from any opening through which vent gases could enter a building. The vent terminal of a direct vent appliance with an input exceeding 50,000 BTU/h shall be located not less than 12 inches from the opening. The bottom of a vent terminal and an air intake shall be located at least 12 inches above grade. All vents and vent caps shall be installed in accordance with the terms of the listing and label and manufacturer's instructions. BTU rating is to be verified by HVAC contractor and submitted to the building department.

PLUMBING

1. Exact layout of supply and waste piping shall be determined by the Plumbing Contractor. Primary structural members shall not be cut without the approval of the architect. Where structural members are cut, a neat hole shall be provided, sized to fit the pipe penetrating the member. Soffits shall be avoided unless otherwise directed.

2. Verify size of existing water service and bid upgrading if necessary. According to the City of Evanston Water Service Size Calculation Worksheet, the Water Supply Fixture Units total 17, requiring a minimum service pipe size of 3/4".

3. The Plumbing Contractor shall coordinate with the existing conditions as to the location and elevation for the water and the sewer. Water supply and sewer must be a minimum of 10 feet apart, horizontally, at the point the pipes penetrate the foundation wall, out to the point where piping joins the City mains.

4. Supply and install new gas fired 40 gallon water heater with B-vent flue through roof.

5. All valves shall be Crane, American or similar.

6. Cleanouts shall be provided at each change in pipe direction and at 50-foot intervals in sewer lines.

7. All water supply piping is to be Type L copper with dielectric fittings where necessary. Insulate hot and cold water lines with 3/4" thick factory pre-molded fiberglass pipe insulation with vapor barrier jacket. All waste/drain piping to be Schedule 40 PVC.

8. All water risers to have minimum 24" air chambers. All fixture supplies are to have minimum 12" air chambers.

9. Connect to water service with 3/4" lines to fixtures and 1/2" minimum fixture supply outlets. Supply sizes shall be verified with fixtures selected and faucet requirements for each fixture. All fixture traps shall be vented.

10. Vents shall be extended thru the roof a minimum of 12 inches with lead flashing. Offset vents where required to minimize view.

11. Supply and install all plumbing fixtures and faucets as shown on drawings. Owner is to make exact selection of models, sizes, styles and colors. Bid as an allowance.

12. Provide gas piping where indicated on drawings and/or where appliance location requires gas piping for proper working order.

13. Provide water line to new refrigerator where shown.

14. Provide water for dishwasher and waste and vent for dishwasher and disposal. Dishwasher to be provided with a disconnect switch.

15. All showers must be provided with thermostatic water mixing valves set at a maximum temperature of 115 degrees F.

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DATE: 12/15/14
SHEET 8 OF 8

New Single-Family Residence
ETHS Geometry in Construction Curriculum
1941 Jackson Avenue
Evanston, Illinois 60201

ETHS Geometry in Construction Curriculum
1941 Jackson Avenue
Evanston, Illinois 60201

EXHIBIT 3

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

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

Community Partners for Affordable Housing
400 Central Avenue, #111
Highland Park, IL 60085

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("**Declaration**") is made and entered into as of the _____ day of _____, 20____, by Community Partners for Affordable Housing, an Illinois not for profit corporation ("**Declarant**") with an office at 400 Central Avenue, Ste #111, Highland Park, IL 60035.

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 of Evanston ("**City**") goal of preserving and promoting a range of housing options 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 this Declaration and causing it to be recorded against the Property at the office of the Cook County Recorder of Deeds.

C. Declarant is organized exclusively for charitable purposes, including: to provide opportunities for low- and moderate-income persons and families to secure housing that is decent, safe, and affordable, and to preserve the quality and affordability of housing for present and future residents. Among other activities, the Declarant is responsible for overseeing the implementation and preservation of the affordability of the Property.

D. The Declarant shares the purposes and goals of the City's affordable housing program and has agreed to retain the affordability to which all subsequent owners are obligated under this Declaration.

E. The Declarant 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 Declarant 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.

“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 Declarant 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 Declarant 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 Declarant 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 Sixty Percent (60%) 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 Evanston, 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 Evanston, 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. Community Partners for Affordable Housing. For purposes of this Declaration, Community Partners for Affordable Housing shall be a "Qualified Purchaser" with respect to the Property, or with respect to the occurrence of any Purchase Events and the 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 Declarant, which consent need not be given if, in Declarant'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 of Evanston.

Section 6. Delivery of Materials to Ensure Compliance.

A. Delivery of Supporting Materials. The Owner must have executed and delivered to Declarant, in care of the Executive Director ("**Director**") (or any successor or replacement official designated by Declarant, if the position of Director 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 Declarant, 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 Community Partners for Affordable Housing, 400 Central Ave, #111, 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 Community Partners for Affordable Housing, substantially in the form of **Exhibit C**, which is attached to and incorporated herein by this reference.

B. Furnishing of Information to Declarant. The Owner shall promptly furnish such information about the Property as Declarant 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 Declarant 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, Declarant, acting through the Director or any other employee designated by Declarant, 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), Declarant 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, Declarant shall have 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 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 Declarant 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 Declarant 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 Declarant prior to making such transfer, which consent shall be evidenced by a Certificate of Compliance recorded with the deed effectuating said transfer;
4. Declarant 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 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 Declarant's judgment, constitutes other willful, egregious conduct; or
8. The Owner leases the Property or any portion thereof.

B. Notice and Opportunity to Cure. Declarant 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 Declarant's notice. Declarant 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 Declarant'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 Declarant in writing of the proposed transfer ("**Intent-to-Sell Notice**"). No later than ten (10) business days after Declarant 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 Declarant. Declarant 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 Declarant 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 Declarant 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 Declarant elects to use an Existing Appraisal as the Appraisal, Declarant 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, Declarant may obtain an Appraisal.

D. Exercise Notice. If Declarant elects to purchase the Property pursuant to its receipt of an Intent-to-Sell Notice, Declarant 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 Declarant 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 Declarant delivers the Exercise Notice, Declarant 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 Declarant 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 twenty five percent (25%).
- (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 Declarant 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. Declarant 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 Declarant. The purchase by Declarant 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 Declarant and the Owner.

H. Transfer of Title for Purchase by Declarant. If Declarant exercises the Purchase Option, the Property shall be conveyed by a good and sufficient warranty deed running from the Owner to Declarant (or to an assignee of Declarant'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. Declarant may inspect the Property prior to closing to determine whether its condition complies with this Section. Premiums under assignable insurance policies, condominium 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

Declarant is ever the Owner of the Property, Declarant 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 Declarant 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, Declarant 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 Declarant 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 Declarant to Act. If Declarant fails to deliver an Exercise Notice within the 45-day period described above, or if Declarant 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 Declarant if the Owner wishes to sell the Property or any portion thereof or interest therein after said 9-month period. In the event Declarant 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 Declarant as its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the goals of Declarant, sell the Property, and distribute the proceeds of sale, minus Declarant's costs of sale and any other sums owed Declarant by the Owner. Upon Declarant's request, the Owner shall promptly execute and deliver to Declarant an instrument, in form and substance reasonably acceptable to Declarant, 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 Declarant and unless such mortgage provides that the holder of that mortgage shall be required to deliver to Declarant 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 Declarant. The release shall be substantially the same as

Exhibit E to this Declaration. The Owner shall notify Declarant 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 Declarant and shall be used for affordable housing purposes. 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 Declarant 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 Declarant, and the Owner authorizes and instructs the mortgagee or any party conducting any sale to pay the amount of said excess proceeds directly to Declarant. 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 Declarant.

Section 13. Affordable Housing Fee. In consideration of the possession, continued use, and occupancy of the Property, Owner shall pay to Declarant a monthly fee of twenty-five dollars (\$25.00). The Fee shall be payable to Declarant, at 400 Central Avenue, #111, Highland Park, IL 60035, on the first day of each month for as long as this Declaration remains in effect, unless, with Lessor's consent, the Fee is to be escrowed by a Permitted Mortgagee, in which case payment shall be made as agreed to by Mortgagee and Lessor. In the event that any amount of payable Fee remains unpaid when the Property is sold and the Declaration is terminated or assigned to another party, the amount of payable Fee shall be paid to Declarant out of any proceeds from the sale of the Property otherwise due to Declarant at the time of such sale. The remedies provided herein are not intended to restrict any other remedies available to Declarant in law or equity.

Section 14. Payment to Declarant Upon Termination of Declaration. If and when this Declaration terminates for any reason, other than in the event Declarant obtains title to the Property pursuant to its Purchase Option under Section 9 of this Declaration, then the current Owner shall owe Declarant 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 Declarant; provided however, that after notice to Declarant, given before or after determination by Declarant, the Owner may obtain an appraisal at the Owner's expense from a qualified appraiser reasonably approved by Declarant 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 Declarant 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 Declarant, (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 declaration governing the Property, and (f) the Owner shall furnish to Declarant 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 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 any one or more of the following structural or mechanical improvements to the Property subject to the approval of Declarant: (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 Declarant 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 Declarant shall be evidenced by an Approval of Capital Improvements Credit as set forth in **Exhibit G**, 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 Declarant a bond in an amount reasonably determined by Declarant 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 Declarant 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 Declarant 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, Declarant 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 Declarant 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 Declarant 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, Declarant 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. Declarant may require the appointment of such a receiver.

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

- (i) pay damages to Declarant 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 Declarant, the Board of Education of Evanston Township High School District No. 202, Cook County, Illinois (“**ETHS**”) and the City of Evanston harmless from any and all reasonable costs, expenses and fees, including all reasonable attorneys’ fees which may be incurred by the Declarant, ETHS or the City of Evanston 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 Declarant, ETHS or the City of Evanston 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 Declarant, ETHS or the City of Evanston at the request of the Owner.

F. Cumulative Remedies. No remedy conferred upon or reserved to Declarant, EYHS or the City of Evanston 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 Declarant. In addition to the Director, Declarant may from time to time appoint and revoke the appointment of one or more persons who shall have the authority to exercise Declarant’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 Declarant.

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 Community Partners for Affordable Housing:
Community Partners for Affordable Housing
400 Central Avenue, #111
Highland Park, IL 60035

If to the Owner:

At the Owner’s Property address.

Declarant and the Owner may, by notice recorded in the land records of the County of Cook, 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 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 Declarant. The Owner shall duly record such release, modification or amendment, including said prior written consent of Declarant, in the land records of the County of Cook, 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 Barack Obama, 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]

IN WITNESS WHEREOF, the Declarant has executed, sealed and delivered this Declaration, as of the date first set forth above.

Declarant:

By: _____

Print: _____

Title: _____

EXHIBIT A
Legal Description

EXHIBIT B

Letter of Stipulation of Owner and Letter of Acknowledgment of Legal Counsel of Owner

Letter of Stipulation of Owner

To: Community Partners for Affordable Housing

Date:

I will be purchasing a home from _____ ("Seller") having an address of _____ ("Property"). Seller will transfer title to the Property subject to a Declaration of Covenants, Conditions, and Restrictions ("Declaration") recorded with the Recorder of Deeds of Cook County, Illinois on _____ as document number _____. This letter is given to Community Partners for Affordable Housing pursuant to the Declaration.

My legal counsel, _____, has explained to me the terms and conditions of the Declaration and other legal documents that are part of this transaction. I understand the way these terms and conditions will affect my rights as the owner of the Property and as a Qualified Purchaser (as defined in the Declaration), now and in the future.

In particular I understand and agree with the following points:

1. One of the goals of Community Partners for Affordable Housing is to keep homes affordable for lower income households from one Qualified Purchaser to the next. I acknowledge this goal as a Qualified Purchaser.
2. The Declaration will keep the Property affordable for future "Qualified Purchasers". If and when I want to sell the Property, I am required to sell it either to Community Partners for Affordable Housing or its assignee, designee or nominee or to another Qualified Purchaser, and the price for which I can sell the Property, in order to keep it affordable for Qualified Purchasers, is limited to the price that is determined in accordance with the Declaration.
3. It is also a goal of Community Partners for Affordable Housing to promote ownership of affordable homes by individuals who will occupy those homes as their principal residence. For this reason, the Declaration requires that if I and my family move out of the Property permanently, I must sell it. I cannot continue to own it as an absentee owner.
4. I understand that upon my death, I can leave the Property to my spouse, or to my Domestic Partner (as defined in the Declaration), or to one or more of my children, or to any member of my household provided that such household member has resided at the Property for at least one year immediately prior to my death, and that after my death, such person(s) can own the Property for as long as they want to live in it and abide by the Declaration, or they can sell the Property on the terms permitted by the Declaration.

As a Qualified Purchaser, it is my desire to see the Declaration and related documents honored. I consider these terms fair to me and others.

Sincerely,

Letter of Acknowledgment of Legal Counsel of Owner

To: Community Partners for Affordable Housing

Date:

I, _____, have been independently employed by _____ (the "Client") who intends to purchase a home in the City of Evanston. The home is located at _____, Evanston, Illinois (the "Property").

In connection with the contemplated purchase of the Property, I reviewed with the Client the following documents relating to the transaction:

- 1) this Letter of Acknowledgment and a Letter of Stipulation of Owner from the Client;
- 2) a proposed deed conveying the Property to the Client (the "Deed"); and
- 3) the covenants, conditions and restrictions of record to which the Deed is subject (including, without limitation, the covenants, conditions and restrictions set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded with the Recorder of Deeds of Cook County, Illinois on _____ as document number _____).

The Client has received full and complete information and advice regarding this conveyance and the foregoing documents. My advice and review have been given to reasonably inform the Client of the present and foreseeable risks and legal consequences of the contemplated transaction.

The Client is entering into the aforesaid transaction in reliance on his/her own judgment and upon his/her investigation of the facts. The advice and information provided by me was an integral element of such investigation.

Name

Title

Firm/Address

EXHIBIT C
Certificate of Compliance

The undersigned hereby certifies that, to the best of his knowledge, based upon the information that Community Partners for Affordable Housing has in its possession and the information that has been delivered to Community Partners for Affordable Housing, the conveyance of the property commonly known as _____ from _____ to _____, pursuant to the deed or other instrument to which this Certificate of Compliance is attached, complies with and is not in violation of the covenants, conditions and restrictions set forth in that certain Declaration of Covenants, Conditions, and Restrictions recorded with the Recorder of Deeds of Cook County, Illinois on _____ as document number _____).

Director of Community Partners for Affordable
Housing

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in said County in the State aforesaid, **DO HEREBY CERTIFY** that _____ the Director of Community Partners for Affordable Housing, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to proper authority, as his/her free and voluntary act, and as the free and voluntary act and deed of Community Partners for Affordable Housing for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 20__.

Notary Public

EXHIBIT D

Sample Calculation of the Formula Purchase Price

Initial Purchase

Initial appraised value	\$200,000
<i>Minus</i> purchase price reduction	<u>\$ 70,000</u>
<i>Equals</i> Home Buyer's Purchase Price	\$130,000

Resale – 10 years later

Current appraised value	\$250,000
<i>Minus</i> initial appraised value	<u>\$200,000</u>
<i>Equals</i> Market Value Appreciation	\$ 50,000

Multiplied by Home Owner's Investment Ratio: 65%¹

(\$50,000 X .65) Equals \$32,500

This is the share of appreciation attributable to the owner's investment

The share of appreciation attributable to the owner's investment: \$32,500

Multiplied by shared appreciation factor 25%²

(\$32,500 X .25) Equals \$8,125

This is the owner's share of Market Value Appreciation (MVA)

Owner's Purchase Price	\$130,000
<i>Plus</i> Owner's share of MVA	\$ 8,125
<i>Plus</i> Improvements credit, if any	<u>\$ 3,600³</u>
<i>Equals</i> Formula Price	\$141,725

Note: The Purchase Option Price is the lesser of the Formula Price and the Current Appraised Value.

EXHIBIT E

¹ Home Buyer's Investment Ratio is the Purchase Price (\$130,000) divided by the Initial Appraised Value (\$200,000).

² The shared appreciation factor is established to ensure a fair return to the owner and still keep the home affordable for the subsequent buyer.

³ Calculation of Structural and Mechanical Improvements Credit: Assume that Home Owner added a new roof in year 4 of ownership at an approved cost of \$6,000. At 15-year straight line depreciation (subtract \$400 each year), the value of the credit after year 10 is \$3,600.

EXHIBIT E
Release and Authorization Form

I/We _____ are currently purchasing a home at _____ that is being developed under Community Partners for Affordable Housing. Such purchase will also involve a first mortgage loan that I/we intend to secure from _____, the "Senior Lien Holder."

The purpose of this release and authorization form is to confirm that I/we agree (i) to provide Senior Lien Holder all information required by and received from Community Partners for Affordable Housing and permitted assigns and designees and (ii) that Senior Lien Holder may provide Community Partners for Affordable Housing and permitted assigns and designees, all information pertaining to the first mortgage loan for the term of the loan.

Signed: _____

Date: _____

Signed: _____

Date: _____

EXHIBIT F

Capital Improvements Credit

Permissible Expenditures

Owner may elect to receive a Capital Improvement Credit, which credit shall be applied in the calculation of the Formula Price as set forth Subsection 9.E, for any one or more of the following structural or mechanical improvements:

1. Repair and/or replacement of the heating system only to the extent that such repair or replacement is necessary because of a safety hazard caused by the heating system or failure of the Heating System due to full life span depreciation estimated at roughly 18 years. No credit will be given for upgrades designed to increase efficiency as the only reason for improvement.
2. Repair and/or replacement of electrical components in the home that are directly related to health and safety. For example, Declarant would approve a credit for open wiring found to be an electrical safety hazard but would not approve a credit for a new living room lighting fixture.
3. Repair and/or replacement of plumbing components in the home that relate to either safety or flow problems. For example, Declarant would approve a credit for inadequate water flow to a shower fixture (to be determined by independent testing) but would not approve a credit for replacing a faucet with a different model.
4. Repair and/or replacement of the roof of the home when it is deemed by at least two roofing professionals (one picked by Owner and one by Declarant) to be fully depreciated.
5. Repair of a damaged structural element that threatens the structural integrity of the Improvements.

Owner may not receive a Capital Improvement Credit for any work that is not included in the above list of improvements.

Qualification for Improvements Undertaken By Owner

In order to qualify for a Capital Improvements Credit for improvements to the Property to be undertaken by the Owner, Owner must receive the written consent of Declarant before undertaking any work, as specified in Sections 15 and 16 of the Declaration. After receiving such written consent, Owner shall present Declarant with a selected bid. Declarant shall review the bid and notify Owner of the Maximum Capital Improvements Credit to be allowed. Owner shall notify Declarant upon completion of construction and shall provide Declarant with a copy of all receipts for payments related to the improvement. Following inspection by Declarant of the completed construction, Declarant shall provide Owner with written Approval of Capital Improvements Credit setting forth the date construction was completed and the amount of the Maximum Capital Improvements Credit allowed. Such approval shall be evidenced by the **Exhibit G**, Approval of Capital Improvements Credit.

To determine the amount of the Capital Improvements Credit for such improvements for the purpose of calculating the Formula Purchase Price pursuant to Subsection 9.E, the Maximum Capital Improvements Credit shall be depreciated on a straight line basis for a period of fifteen (15) years following completion of construction. There will be no Capital Improvements Credit after the end of such 15-year period. The value of the credit will be prorated for partial years.

Below is an example of the calculation of the Capital Improvements Credit for structural and mechanical improvements to the Property undertaken by the Owner based on the following facts:

- Owner repairs heating system at a cost of \$1,500
- Construction is completed on December 31, 2010

To calculate the value of the Capital Improvements Credit at 15-year straight line depreciation, subtract \$100 each year from \$1,500. The following table shows the value of the credit over the allowable 15-year depreciation period. The year, for purposes of this sample calculation, begins on January 1.

Year	Value of Credit
2011	\$1,400
2012	\$1,300
2013	\$1,200
2014	\$1,100
2015	\$1,000
2016	\$900
2017	\$800
2018	\$700
2019	\$600
2020	\$500
2021	\$400
2022	\$300
2023	\$200
2024	\$100
2025	\$ 0

EXHIBIT G

Approval of Capital Improvements Credit

1. Name of Owner: _____
2. Address of Property: _____
3. Description of improvement (Check applicable improvement and describe as necessary.)
 - _____ Repair/replacement of heating system in Owner's unit due to safety hazard or failure of system due to full life span depreciation estimated at approximately 18 years
 - _____ Repair/replacement of electrical components in Owner's unit directly related to health and safety
 - _____ Repair/replacement of plumbing components in Owner's unit related to safety or flow problems
 - _____ Repair/replacement of the roof when it is deemed to be fully appreciated
 - _____ Repair/replacement of a damaged structural element that threatens the structural integrity of the improvements.
4. Maximum amount of Capital Improvements Credit allowed:
\$ _____
5. Date construction completed: _____
6. Total cost of improvement (attach copy of all payment receipts): \$ _____
7. Date of inspection of improvement by Community Partners for Affordable Housing: _____

Based on the above information, Community Partners for Affordable Housing, by its designee, hereby approves a Capital Improvements Credit for the above-described improvement for the maximum amount indicated. For purposes of calculating the value of the credit in determining the formula purchase price pursuant to Subsection 9.E, a year will run from *[insert month and date of the day immediately following completion of construction]* through *[insert month and date]*.

(Name)

(Date)

(Title)

