

When recorded, mail to:
CITY OF GLENDALE
Neighborhood Revitalization
5850 West Glendale Avenue
Glendale, Arizona 85301

**CITY CLERK
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C-7945-1
03/26/2012

This Declaration is to be recorded separately.

508049

DECLARATION OF DEED RESTRICTIONS

This Declaration of Deed Restrictions ("Declaration"), made and entered into this 23rd day of March, 2012 by and between the City of Glendale, an Arizona municipal corporation ("Lender") and Norwood Village Apartments, LLC, a Wisconsin limited liability company ("Owner").

WITNESSETH

In consideration of the mutual covenants and understandings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Owner and the Lender hereby agree as follows:

1. Definitions and Interpretation. The following terms shall have the respective meanings set forth below:

1.1 "Deed of Trust" means the mortgage or deed of trust that secures the promissory note and the Development Agreement for Multi-Family Housing Development Under the Neighborhood Stabilization Program ("Agreement") and constitutes a lien on a fee simple interest in the Development and the Land.

1.2 "Development" means the residential housing unit(s) to be acquired, constructed or rehabilitated with the proceeds of the Mortgage Loan and to be located on the Land.

1.3 "Owner" means the party or entity that created the restrictions, conditions and covenants under which said land is subject.

1.4 "Subject property" means the real property described in Exhibit A attached to this Declaration.

1.5 "Mortgage Loan" means the loan made to the Owner by the Lender to finance the acquisition, construction or rehabilitation of the Development.

1.6 "Note" means the instrument that contains the promise of the Owner to pay the sum of money stated therein at the time stated therein and that evidences the obligation of the Owner to repay the Mortgage Loan.

1.7 "Period of Affordability" means the period commencing on (i) the day on which the Project is acquired by Owner where no Mortgage Loan funds are earmarked for construction or rehabilitation, or (ii) the date of Project completion (as evidenced by a "Certificate of Compliance" issued by the appropriate governmental authority) where all or a portion of the Mortgage Loan funds are earmarked for construction or rehabilitation (the "Commencement Date") and ending on the date that is **20 years** after the Commencement Date.

1.8 "Regulations" means the rules and regulations promulgated by the U.S. Department of Housing and Urban Development ("HUD") in 24 CFR Part 92.

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1.9 "State" means the State of Arizona.

1.10 Unless the context clearly requires otherwise, as used in this Declaration, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Declaration and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

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

2. Covenants, Conditions and Restrictions. The Owner hereby represents, covenants, warrants and agrees that:

2.1 The Subject Property will be acquired, constructed or rehabilitated for the purpose of providing "affordable housing," as prescribed in 24 CFR Part 92.252; and

2.2 That, subject to the provisions of Section 4 below, the Development shall continue as "affordable housing" for the full Period of Affordability.

2.3 These deed restrictions are further stated and explained in the Development Agreement for Multi-Family Housing Development Under the Neighborhood Stabilization Program 3.

3. Covenants to Run with the Land. The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and, except as provided in Section 4 hereof, shall pass to and be binding upon the Owner's heirs, assigns and successors in title to the Land or the Development; provided, however, that upon the termination of this Agreement in accordance with the terms hereof said covenants, reservations and restrictions shall expire. Except as provided in Section 4 hereof, each and every contract, deed or other instrument hereafter executed covering or conveying the Subject Property or the Development or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Subject Property are conveyed, all of such covenants, reservations and restrictions shall run to each portion.

4. Term. This Declaration shall remain in full force and effect until the expiration of the Period of Affordability; provided however, that this Agreement shall automatically terminate in the event of foreclosure or transfer of title by deed in lieu of foreclosure. In the case of foreclosure or transfer of title by deed in lieu of foreclosure or similar event, such termination will cease to be in effect if, at any time during the remainder of the Period of Affordability, the Owner of record immediately prior to the foreclosure or deed in lieu of foreclosure, or any newly formed entity that includes such former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or the Land.

5. Remedies; Enforceability. If a violation of any of the provisions hereof occurs or is attempted, the Lender and its successors and assigns may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation, to compel specific performance hereunder, or to recover monetary damages caused by such violation or attempted violation. The provisions hereof are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Development at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time or times.

6. **Filing.** This Declaration shall be duly recorded in the Office of the Maricopa County Recorder.
7. **Governing Law.** The laws of the State of Arizona shall govern this Declaration.
8. **Amendments.** Except as provided in Section 4, this Declaration shall not be amended, revised, or terminated except by a written instrument, executed by the parties hereto or their successors in title, and duly recorded in the Office of the Maricopa County Recorder.
9. **Notice.** Any notice required to be given hereunder shall be given by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

Lender: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Gilbert Lopez, Revitalization Administrator
Phone: 623-930-3671
Fax: 623-435-8594

With a copy to: City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

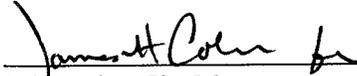
Owner: Norwood Village Apartments, LLC
2375 East Camelback Road, 6th Floor
Phoenix, Arizona 85016
Attention: Brian Swanton, Arizona Market President
Phone: 602-708-4889
Fax: 608-835-3922

10. **Severability.** If any provision hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.
11. **Multiple Counterparts.** This Declaration may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties have caused this Declaration to be duly executed as of the date first written above.

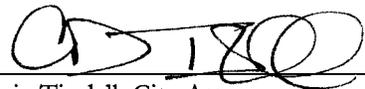
CITY OF GLENDALE, an Arizona
municipal corporation


Ed Beasley, City Manager

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Craig Tindall, City Attorney

NORWOOD VILLAGE APARTMENTS, LLC, a
Wisconsin limited liability company

By: NORWOOD VILLAGE APARTMENTS MM, LLC,
a Wisconsin limited liability company, its managing member

By: GORMAN & COMPANY, INC., a Wisconsin
corporation authorized to do business in Arizona, its
manager

Signed in counterpart

Gary J. Gorman, President

STATE OF WISCONSIN)
) ss.
County of Dane)

On this the ____ day of March, 2012, before me, the undersigned Notary Public, personally appeared Gary J. Gorman, who acknowledged himself to be the President of Gorman & Company, Inc. and that he, as such official, being authorized to do so, executed the foregoing Note for and on behalf of Gorman & Company, Inc., as manager of Norwood Village Apartments MM, LLC, as member of Norwood Village Apartments, LLC for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires

CITY OF GLENDALE, an Arizona
municipal corporation

James H. Colson
Ed Beasley, City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 28 day of March, 2012, before me, the undersigned Notary Public, personally appeared James H. Colson, who acknowledged himself to be the Deputy City Manager of the City of Glendale and that he, as such official, being authorized to do so, executed the foregoing Recapture Deed of Trust for and on behalf of the City of Glendale for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Charyn Erich Palmisano
Notary Public

My Commission Expires
4-12-2014



IN WITNESS WHEREOF, the Parties have caused this Declaration to be duly executed as of the date first written above.

CITY OF GLENDALE, an Arizona
municipal corporation

Ed Beasley, City Manager

ATTEST:

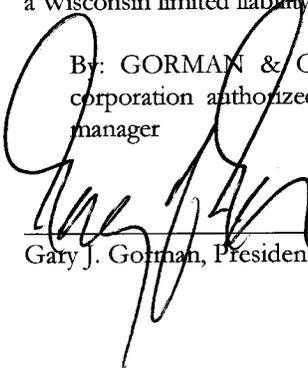
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall, City Attorney

NORWOOD VILLAGE APARTMENTS, LLC, a
Wisconsin limited liability company

By: NORWOOD VILLAGE APARTMENTS MM, LLC,
a Wisconsin limited liability company, its managing member

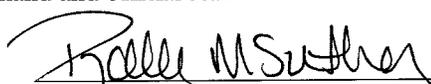
By:  GORMAN & COMPANY, INC., a Wisconsin
corporation authorized to do business in Arizona, its
manager

Gary J. Gorman, President

STATE OF WISCONSIN)
) ss.
County of Dane)

On this the 22 day of March, 2012, before me, the undersigned Notary Public, personally appeared Gary J. Gorman, who acknowledged himself to be the President of Gorman & Company, Inc. and that he, as such official, being authorized to do so, executed the foregoing Note for and on behalf of Gorman & Company, Inc., as manager of Norwood Village Apartments MM, LLC, as member of Norwood Village Apartments, LLC for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires
12/13/15

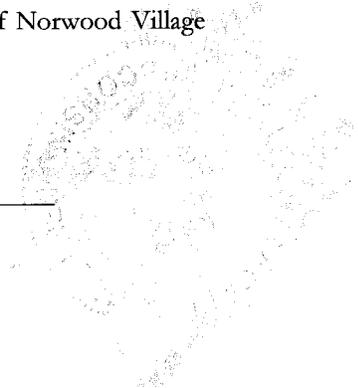


Exhibit A – Legal Description of Property

Address: 6738 North 45th Avenue, Glendale, Arizona 85301

Legal Description:

PARCEL NO. 1:

TRACT "A," GRANADA VISTA, ACCORDING TO BOOK 134 OF MAPS, PAGE 42 AND CERTIFICATE OF CORRECTION RECORDED IN DOCKET 8965, PAGE 235, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:

THAT PORTION OF THE ABANDONED ALLEY LOCATED TO THE WEST OF TRACT "A," GRANADA VISTA, ACCORDING TO BOOK 134 OF MAPS, PAGE 42, RECORDS OF MARICOPA COUNTY, ARIZONA, AS ABANDONED BY THE CITY OF GLENDALE ORDINANCE NO. 2019, NEW SERIES, RECORDED IN RECORDING NO. 98-0823776, LYING BETWEEN THE WESTERLY EXTENSION OF THE NORTH AND SOUTH LINES OF SAID TRACT "A."