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Cook County Recorder 47.00

RETURN RECORDED DOCUMENT TO:

David L. Grobart
Grobart & Levick, LLC
1141 Lake Cook Road, Suite 1
Deerfield, IL 60015

This Instrument Prepared by:
David L. Grobart
Grobart & Levick, LLC
1141 Lake Cook Road, Suite 1
Deerfield, Illinois 60015



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JH

SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS,
CONDITIONS AND RESTRICTIONS FOR HUNTINGTON PLAZA

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR HUNTINGTON PLAZA (the "Second Amendment"), entered into as of this 25th day of May, 2001, by and between GNI OF HOFFMAN ESTATES, LLC, an Illinois limited liability company ("GNI"), and THE VRANAS GROUP, L.P., an Illinois limited partnership ("VRANAS").

JH

WHEREAS, VRANAS is the fee owner of certain real property and related buildings and common area improvements thereon, legally described on the attached Exhibit "A" and commonly known as Huntington Plaza I, in the Village of Hoffman Estates, County of Cook, State of Illinois ("Huntington Plaza I");

WHEREAS, GNI has entered into an agreement and is presently under contract with Berkshire Life Insurance Company ("Berkshire") to acquire fee title to a certain parcel of real property and the buildings and common area improvements thereon, legally described on the attached Exhibit "A-1" and commonly known as Huntington Plaza II, in the Village of Hoffman Estates, County of Cook, State of Illinois ("Huntington Plaza II" and both Huntington Plaza I and Huntington Plaza II hereinafter collectively called "Huntington Plaza Shopping Center");

WHEREAS, Huntington Plaza Shopping Center is presently constructed and used as a retail commercial shopping center and is subject to that certain Declaration of Covenants, Easements, Conditions and Restrictions for Huntington Plaza, dated and recorded on May 5, 1987, as Document No. 87240284, amended by First Amendment to Declaration of Covenants, Easements, Conditions and Restrictions for Huntington Plaza dated October 16, 1987, recorded October 19, 1987, Document No. 87564604 (hereinafter collectively called the "Declaration");

WHEREAS, the Declaration imposes certain restrictions, easements and other conditions upon the Huntington Plaza Shopping Center and, as a part thereof, does designate the owner of fee title to Huntington Plaza I as the "Center Owner" with the right and obligation to review,

BOX 333-CTI

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approve or disapprove of certain matters under the Declaration affecting the Huntington Plaza Shopping Center (all rights of approval or that may require the agreement, consent or approval of the Center Owner under the Declaration, are hereinafter called the "Declaration Approval Rights");

WHEREAS, GNI did request that VRANAS consent and approve of certain redevelopment plans that GNI intends to pursue at Huntington Plaza II after GNI shall acquire the same from Berkshire, and that VRANAS also approve and agree to certain amendments to the Declaration required by GNI in connection with its redevelopment of Huntington Plaza II after GNI shall acquire said parcel from Berkshire;

WHEREAS, VRANAS, in its capacity as the Center Owner under the Declaration, is willing to so approve of GNI's redevelopment plans and to amend the Declaration all as hereinafter provided for in this Second Amendment;

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, GNI and VRANAS, in accordance with Section 8.2 of the Declaration, hereby covenant and agree to amend and modify the Declaration as follows:

1. GNI has heretofore delivered to VRANAS its plans for the redevelopment of Huntington Plaza II, and an index to said plans is attached hereto as Exhibit "B" (the "Huntington Plaza II Development Plans"). VRANAS in its capacity as the Center Owner under the Declaration hereby approves of the Huntington Plaza II Development Plans in accordance with the Declaration and the Declaration Approval Rights, and to any changes thereto that may be required (a) in order to permit the same for construction by the Village of Hoffman Estates and all other applicable governmental authority, and (b) to satisfy GNI's proposed tenant for a portion of Huntington Plaza II, Walgreen Co., an Illinois corporation (Walgreen Co., its successors and assigns, hereinafter called "Walgreens"), with respect to the same. No changes to the Huntington Plaza II Development Plans permitted under Sections (a) or (b) of this Paragraph 1, shall substantially modify the common areas of the Huntington Plaza Shopping Center or the exterior building elevations thereof from those shown on the Huntington Plaza II Development Plans approved by VRANAS hereunder.

2. VRANAS agrees that notwithstanding any other provision of the Declaration, and notwithstanding the Declaration Approval Rights, in the event that Walgreens shall enter into a lease for a portion of Huntington Plaza II (such lease hereinafter called the "Walgreens Lease", and the building to be leased to Walgreens at Huntington Plaza II under the Walgreens Lease hereinafter called the "Walgreens Building"), then as to Walgreens and Walgreens' rights at the Huntington Plaza Shopping Center, no further consent or approval from VRANAS under the Declaration shall be required with respect to Walgreens' right to alter, modify, renovate or change the Walgreens Building (whether exterior or interior, structural or otherwise) from time to time, so long as any such alteration, modification, renovation or change to the Walgreens Building (collectively called a "Walgreens Building Alteration") complies with the following standards and requirements:

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- (a) The Walgreens Building Alteration shall at all times satisfy applicable permit and other governmental requirements;
- (b) No costs or liability in connection with a Walgreens Building Alteration shall be incurred by VRANAS or with respect to Huntington Plaza I;
- (c) The Walgreens Building Alteration shall be performed and constructed in a good and workmanlike manner using materials and workmanship of at least as good a quality as that used as a part of GNI's redevelopment thereof in accordance with the Huntington Plaza II Development Plans (or any changes thereto permitted under paragraph I of this Second Amendment);
- (d) The exterior portions of the Walgreens Building so altered or modified in connection with a Walgreens Building Alteration shall be reasonably consistent with the then architecture and design of said building prior to such alteration, or to any then common exterior elevations or design scheme applicable to the remainder of the Huntington Plaza Shopping Center;
- (e) No approval shall be required with respect to any signage on the Walgreens Building at Huntington Plaza II (so long as the same shall in all cases satisfy applicable permit and governmental requirements, and shall be maintained by Walgreens in good condition and repair). This Section (e) shall not affect the freestanding signage approved by Vranas as a part of the Huntington Plaza II Development Plans approved under paragraph 1 above of this Second Amendment; and,
- (f) No approval shall be required of Walgreens or any of its subtenants to alter or relocate doors, windows, fixtures or equipment, or drive thru or other facilities on the exterior of the Walgreens Building.

3. The duration and continuance of the Declaration shall be extended for an additional fifty five (55) years and shall thereby continue through and including December 31, 2081 (provided however that in no case shall the Declaration end or expire so long as the Walgreens Lease at Huntington Plaza II shall be in effect [including any extensions or replacements thereof]).

4. VRANAS acknowledges that it is not the "Declarant" under the Declaration, nor is it a successor in interest or assignee of the Declarant under the Declaration.

5. The parties acknowledge that the site plan attached to the Declaration as Exhibit C does not reflect the current layout of the Huntington Plaza Shopping Center. The current and correct layout of the Huntington Plaza Shopping Center is instead set forth on the site plan attached to this Second Amendment as Exhibit "C." The site plan attached to the Declaration as Exhibit C is hereby deleted and in place thereof, the site plan attached to this Second Amendment as Exhibit "C" is inserted in place thereof. The current changes and reconfiguration planned for Huntington Plaza II by GNI, as a part of the Huntington Plaza II Development Plans,

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is identified on the site plan attached hereto as Exhibit "C-1." Upon the completion by GNI of the Huntington Plaza II Development, the site plan attached to this Second Amendment as Exhibit "C" shall then be deemed replaced and amended so as to reflect the layout of Huntington Plaza II as shown on Exhibit "C-1." If in completing the Huntington Plaza II Development, the plans for the same shall be modified in accordance with the provisions of paragraph 1 of this Second Amendment, and as a result thereof Exhibit "C-1" shall not correctly reflect the actual layout of Huntington Plaza II, the parties hereto shall cooperate with one another to further amend the Declaration to amend Exhibit C to the Declaration with the then current and correct site plan of Huntington Plaza II after the completion of the development thereof by GNI (the cost of preparing a revised and corrected site plan exhibit and the recording costs of said further amendment to be paid by GNI).

6. Notwithstanding the requirements of Article IV of the Declaration or the Declaration Approval Rights under the Declaration, GNI shall have the right to alter, remodel and renovate the buildings and common area improvements on Huntington Plaza II, without the consent of VRANAS or any other party under the Declaration, subject to the following conditions and requirements:

(a) No additional buildings or additional building area on Huntington Plaza II shall be constructed beyond the building envelope areas (the "Building Envelope Areas") indicated on the site plan attached hereto as Exhibit "C-1" (as the same may be amended in accordance with paragraph 5 above of this Second Amendment), with the understanding that the Building Envelope Areas lie solely in the building footprint of the building locations at Huntington Plaza II as shown on Exhibit "C-1," together with the shaded area east of the Walgreens Building as shown on Exhibit "C-1." Notwithstanding the foregoing, demolition of the Walgreens Building and any other improvements that may be located to the east of the Walgreens Building in the shaded area (as shown on Exhibit "C-1"), and the reconstruction thereof within said area in accordance with the provisions of this paragraph 6, shall not require the consent of the Center Owner.

(b) The easement drives that are a part of the common areas of Huntington Plaza II and cross hatched on the site plan attached hereto as Exhibit "C-1" (as the same may be amended in accordance with paragraph 5 above of this Second Amendment) shall not be modified or altered without the approval of VRANAS (not to be unreasonably withheld or delayed).

(c) The parking ratio of Huntington Plaza II shall at all times satisfy applicable governmental parking ratio requirements.

(d) The same shall in any case at all times satisfy applicable permit and other governmental requirements.

(e) No costs or liability in connection with the same shall be incurred by VRANAS or with respect to Huntington Plaza I.

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(f) The same shall be performed and constructed in a good and workmanlike manner using materials and workmanship of at least as good a quality as that used as a part of GNI's redevelopment thereof in accordance with the Huntington Plaza II Development Plans (or any changes thereto permitted under paragraph 1 of this Second Amendment).

(g) The exterior portions of the building so altered or modified shall be reasonably consistent with the then architecture, colors and design of said building prior to such alteration, or to any then common exterior elevations, colors or design scheme applicable to the remainder of the Huntington Plaza Shopping Center.

(h) No approval shall be required with respect to any signage on the buildings at Huntington Plaza II, so long as the same shall in all cases satisfy applicable permit and governmental requirements, and shall be maintained in good condition and repair.

(i) No approval shall be required to alter or relocate doors, windows, fixtures or equipment, or other facilities on the exterior of the buildings at Huntington Plaza II. No approval shall be required to alter or relocate the proposed drive thru which is to be located at the east elevation as shown in the Huntington Plaza II Development Plans and on Exhibit "C-1" attached hereto, provided that the altered or relocated drive thru shall at all times remain located at the east elevation and shall in all cases satisfy applicable permit and governmental requirements.

7. No changes to the Access Drives or curb cuts to and from adjacent streets and roads and between the parcels of the Huntington Plaza II Shopping Center shall be made and the same shall not be blocked, relocated or eliminated unless each Owner shall approve of the same expressly and in writing.

8. Notwithstanding Article V of the Declaration, each of the owners of Huntington Plaza I and Huntington Plaza II shall maintain and repair their respective parcels at their sole cost and expense and no costs for the same shall be billed to the other (unless due to a default thereof after notice and an opportunity to cure as provided in the Declaration).

9. The provisions of Section 7.8 which allow VRANAS as the Center Owner to impose rules and regulations shall not be applicable to GNI or Huntington Plaza II to the extent that the same adversely affect, limit or are contrary to any of the rights, obligations or provisions of the Declaration as herein amended by this Second Amendment, and all of said rules and regulations shall be uniformly applied as to all of the owners and occupants of the Huntington Plaza Shopping Center.

10. During the continuance of the Walgreens Lease, Walgreens shall be deemed a third party beneficiary to the Declaration as herein amended and, as such, Walgreens may at its option enforce the same with respect to any matter under the Declaration (as herein amended) that affects Walgreens' rights hereunder (including but not limited to the easement rights set

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forth in the Declaration [as herein amended]) or at the Huntington Plaza Shopping Center or that affects Walgreens' business thereon. No consent or approval of the owner of Huntington Plaza II and no further amendment or termination of the Declaration shall be effective unless Walgreens shall also consent thereto (during the continuance of the Walgreens Lease); Walgreens right to consent to a further amendment of the Declaration shall only apply to the extent that the amendment affects Walgreens' rights hereunder (including but not limited to the easement rights set forth in the Declaration [as herein amended]) or at the Huntington Plaza Shopping Center or to the extent that the amendment affects Walgreens' business thereon. All notices under the Declaration to GNI shall be simultaneously provided to Walgreens at 200 Wilmot Road, Deerfield, IL 60015, attn. Law Department (or such other address as Walgreens shall designate in writing to VRANAS from time to time).

11. In the event that GNI shall not have acquired fee title to Huntington Plaza II on or before July 31, 2001, then this Second Amendment shall terminate and shall be of no force and effect, and the Declaration shall be and shall remain in effect without amendment as provided herein. In the event that GNI shall not have entered into a lease with Walgreens as the lessee for the Walgreens Building, on or before July 31, 2001, then this Second Amendment shall terminate and shall be of no force and effect, and the Declaration shall be and shall remain in effect without amendment as provided herein.

12. VRANAS warrants and represents that it is the Center Owner under the Declaration and as such has the full right and authority to enter into this Second Amendment and that this Second Amendment is binding upon VRANAS and Huntington Plaza Shopping Center according to its terms. GNI, at and as a part of its acquisition of Huntington Plaza II from Berkshire, shall record this Second Amendment against the Huntington Plaza Shopping Center.

13. The consent and approval of the mortgagee or trustee of Huntington Plaza I is attached hereto as Exhibit "D."

14. Except as amended hereby, the Declaration is hereby ratified and confirmed and shall remain in full force and effect in all other respects. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, unenforceability shall not affect any other provision of the Declaration or this Second Amendment, but shall be construed as if such invalid, illegal or unenforceable provision had not been contained therein. This Amendment sets forth all understandings between the parties and supersedes all prior discussions, drafts, negotiations and correspondence relating thereto. The conditions, covenants and agreements contained in this Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. All covenants and agreements of this Second Amendment shall run with the land. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written, which shall be the date the last of VRANAS and GNI shall have executed a counterpart of this Second Amendment.

GNI OF HOFFMAN ESTATES, LLC.

VRANAS GROUP, L.P.

BY *[Signature]*
Its *[Signature]*
Print Name *CORREY T. RUPPE*
Dated *MAY 25*, 2001.

By *[Signature]*
Its *GEN. PARTNER*
Print Name *GUS VRANAS*
Dated *MAY - 25 -*, 2001.

Exhibit A Legal Description of Huntington Plaza I
Exhibit A-1 Legal Description of Huntington Plaza II
Exhibit B Huntington Plaza II Development Plans
Exhibit C Corrected Current Site Plan
Exhibit C-1 Site Plan after Redevelopment
Exhibit D Mortgagee Consent for Vranas

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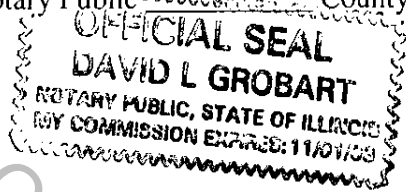
ACKNOWLEDGEMENTS

STATE OF Illinois)
) SS.
COUNTY OF Lake)

The foregoing instrument was acknowledged before me this 24th day of June, 2001, by George T. Polyzos, the Member of GNL OF HOFFMAN ESTATES, LLC, who, being by me duly sworn, did acknowledge that he is the Member of said entity and the individual described in and which executed the foregoing instrument; that, on behalf of said Company, he signed and delivered said instrument for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

David L Grobart
My commission expires: 11/01/03
Notary Public _____ County, _____

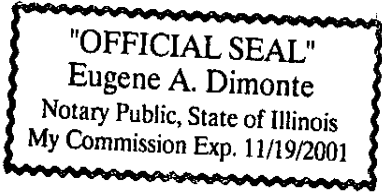


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 24th day of May, 2001, by GUS VRANAS, known to me to be the general partner of VRANAS GROUP, L.P., who, being by me duly sworn, did acknowledge that he is the general partner of said entity and the individual described in and which executed the foregoing instrument; that, on behalf of said Company, he signed and delivered said instrument for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Eugene A. Dimonte
My commission expires: _____
Notary Public COOK County, ILLINOIS



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EXHIBIT "A"

LEGAL DESCRIPTION OF HUNTINGTON PLAZA I

Lot 3 in Huntington Plaza, being a subdivision of part of the West ½ of the Northwest ¼ of Section 30, Township 42 North, Range 10, East of the third principal meridian, according to the plat of said subdivision recorded July 24, 1987 as Document No. 87407887, in Cook County, Illinois.

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EXHIBIT "A-1"

LEGAL DESCRIPTION OF HUNTINGTON PLAZA II

Lot 4 in Huntington Plaza, being a subdivision of part of the West ½ of the Northwest ¼ of Section 30, Township 42 North, Range 10, East of the third principal meridian, according to the plat of said subdivision recorded July 24, 1987 as Document No. 87407887, in Cook County, Illinois.

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02-30-100-016
1550-1590 ALGONQUIN RD.
HOFFMAN ESTATES, IL

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EXHIBIT "B"

HUNNINGTON PLAZA II Hunnington Plaza Hoffman Estates, IL

INDEX TO DRAWINGS

| <u>SHEET NO.</u> | <u>TITLE</u> | <u>DATE</u> |
|------------------|---|-------------|
| L1 | Landscape Plan | 4-16-01 |
| AO 1 | Site Plan and Overall Elevation | 4-26-01 |
| A1.1 | General Floor Plan and Schedule | 3-2-01 |
| A1.3 | Roof Plan | 3-2-01 |
| A2.1 | Exterior Elevations, Details, and Sign Data | 4-26-01 |
| A2.1a | Exterior Elevations, Details and Sign Data | 4-26-01 |
| SU1 | Site Utility Plan | 4-26-02 |
| EO.1A | Photometrics for Hunnington Plaza II | 4-26-01 |
| EO.1B | Photometrics for Hunnington Plaza I and II | 4-26-01 |

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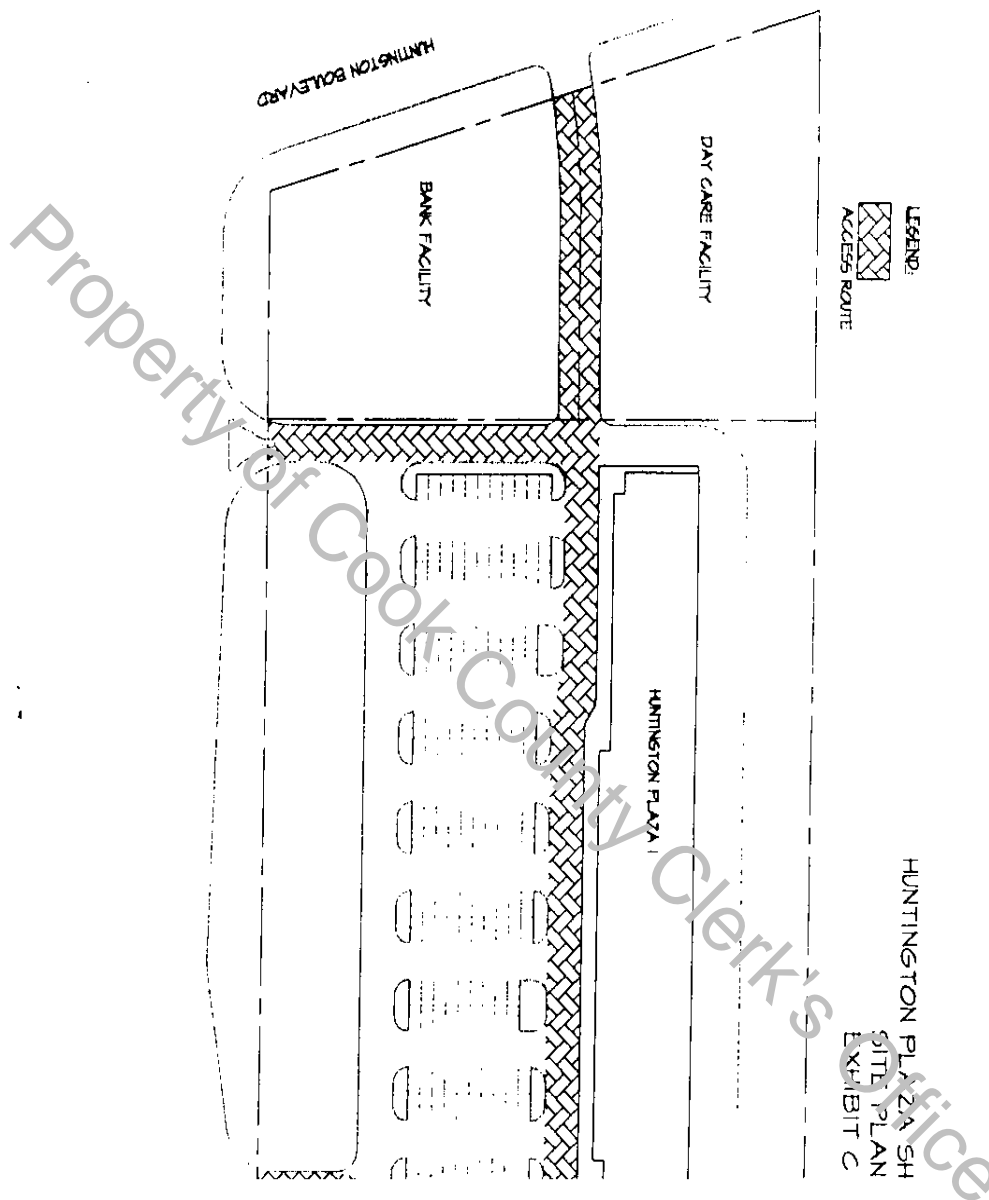
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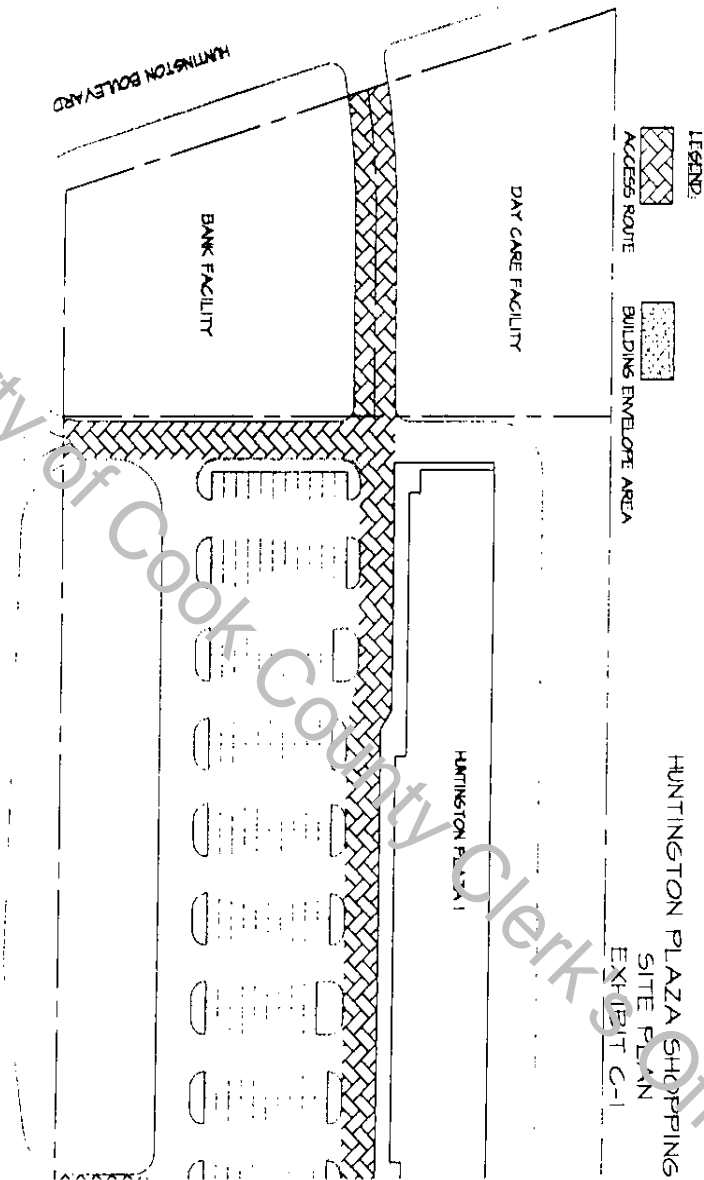
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HUNTINGTON PLAZA SHOPPING
SITE PLAN
EXHIBIT C-1

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EXHIBIT D MORTGAGEE CONSENT

TCF Bank ("TCF"), is the holder of that certain mortgage and related security instruments (collectively the "Loan Documents"), between TCF and The Vranas Group, L.P., an Illinois limited partnership ("Vranas"), dated Sept 7, 2000, recorded on Sept 18, 2000 Document No. 00725782, and encumbering the real property and improvements described in the attached SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR HUNTINGTON PLAZA (the "Second Amendment") as Huntington Plaza I. Vranas presently owns fee title to Huntington Plaza I subject to, among other things, the Loan Documents. TCF on behalf of itself and its successor and assigns hereby consents to the terms and provisions of the Second Amendment to which this consent is attached, and to Vranas' execution and delivery of the same, and agrees that in the event that TCF shall succeed to this interest of Vranas as the fee owner of Huntington Plaza I by foreclosure, deed in lieu thereof, or otherwise pursuant to the Loan Documents, the Declaration as amended by the Second Amendment shall remain in full force and effect.

In Witness Whereof, TCF has executed this Consent as of this 25 day of May, 2001.

TCF BANK

BY [Signature]
Its Vice President
Print Name John Boyle
Dated 5/25/01, 2001.

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 25th day of MAY, 2001, by John Boyle, known to me to be the Vice Pres. of TCF BANK, who being by me duly sworn, did acknowledge that he is the Vice PRES of said entity and the individual described in and which executed the foregoing instrument; that, on behalf of said Company, he signed and delivered said instrument for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature: Maria J. Cannella]
My commission expires: 5/11/03
Notary Public _____ County, _____



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