

UNOFFICIAL COPY

0020585079

3976/0104 11 001 Page 1 of 12

2002-05-22 12:39:14

Cook County Recorder 43.00



0020585079

Prepared by and
After Recording Return

Karen D. Bielarz
Senior Staff Counsel
Office of the General Counsel
Chicago Housing Authority
200 West Adams, Suite 2100
Chicago, Illinois 60606

210029

AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR NORTH TOWN VILLAGE PHASE II

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR NORTH TOWN VILLAGE PHASE II is executed as of this 15th day of May, 2002, by North Town Village LLC, an Illinois limited liability corporation (the "LLC"), and NTV II Limited Partnership, an Illinois limited partnership (the "Partnership"), and their successors and assigns, is given to the Chicago Housing Authority, a municipal corporation, organized and existing under the laws of the State of Illinois ("Authority") and the United States Department of Housing and Urban Development ("HUD").

WITNESSETH:

WHEREAS, LLC and Partnership have previously executed the Declaration of Restrictive Covenants Phase II dated February 1, 2000 and recorded with the Cook County Recorder of Deeds as Document No. 00195906 (the "Original CHA Declaration"). The Original CHA Declaration obligates LLC and Partnership to maintain, operate, and lease forty (40) condominium units constructed by the LLC as part of a larger condominium development as public housing units ("PHA Condominium Units") as defined in that certain Regulatory and Operating Agreement, dated February 1, 2001 and recorded with the Cook County Recorder's Office on March 30, 2001 as Document No. 0010256443 (the "Original CHA Regulatory Agreement").

WHEREAS, LLC and Partnership, their respective successors and assigns, executed the Original CHA Regulatory Agreement with the Authority in conformity with the Annual Contributions Contract Number C-1014 dated June 13, 1972 and Number C-1150 dated July 19, 1988, as amended; the Mixed Finance Amendment to the ACC effective March 20, 2000; the Revised Mixed Finance Amendment to the ACC dated March 30, 2001 ("Mixed Finance ACC"); the ACC Amendments; and all federal, state, and local regulations.

Box 430

WHEREAS, the Authority required LLC and Partnership to execute and record the Original CHA Declaration in order to obligate LLC and Partnership, their respective successors and assigns, to maintain, operate, and lease the PHA Condominium Units as public housing units in accordance with the Original CHA Regulatory Agreement, any amendments to the Original CHA Regulatory Agreement (the "Amended CHA Regulatory Agreement")(together, the "AGREEMENTS"), the ACC, Mixed Finance ACC, the ACC Amendments, and all federal, state, and local regulations for a period of forty (40) years;

WHEREAS, LLC and Partnership under this Amended and Restated Declaration of Restrictive Covenants Phase II ("Amended CHA Declaration") intend, declare and covenant that the restrictive covenants running with North Town Village Phase II (the "Development") for the term described within the Original CHA Declaration be binding upon (i) all lots of the property described on Exhibit A that have not been converted to a condominium form of ownership pursuant to the Declaration of Condominium Ownership for North Town Village and all supplements thereto (collectively, the "NTV Condominium Declaration"), (ii) the PHA Condominium Units conveyed to the Partnership, and as legally described on Exhibit C, (iii) all condominium units not yet conveyed to the Partnership or sold to private owners; and (iv) all subsequent owners of the Development and of the PHA Condominium Units under such terms, and are not merely personal covenants of LLC and Partnership.

WHEREAS, pursuant to the Declaration of Condominium Ownership for North Town Village Condominiums, the property described on Exhibit A, shall be converted to a condominium form of ownership. The PHA Condominium Units shall be conveyed by the LLC to the Partnership pursuant to a Real Estate Sales Contract dated November 1, 2000, as amended. The Partnership shall be solely obligated to maintain, operate, and lease the PHA Condominium Units for forty (40) years.

WHEREAS, the LLC and Partnership further desire to amend the Original CHA Declaration to release the non-public housing condominium units, which are owned by private owners (as described on Exhibit B attached hereto), from the Original CHA Declaration, as amended herein.

WHEREAS, the LLC and Partnership desire to amend the Original CHA Declaration as a means to correctly identify the specific PHA Condominium Units conveyed to the Partnership and owned by the Partnership, as described on Exhibit C attached hereto, which are subject to the Original CHA Declaration.

WHEREAS, the Partnership as sole owner of the PHA Condominium Units, shall, during the term set forth in the Original CHA Declaration, remain seized of title to the PHA Condominium Units and shall refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of the PHA Condominium Units or any part thereof or appurtenant thereto, (other than leases to Public Housing Eligible Households as defined in the Agreements) or any rent revenues, income or receipts therefrom, or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Agreements, or pursuant to the ACC through the Agreements or any interest on any of the same, or demolishing any appurtenant thereto, without the approval of the Authority and HUD. The Authority and HUD may jointly, in their sole discretion, approve the release of the PHA Condominium Units from the restrictions hereby created.

WHEREAS, the LLC and Partnership desire to enter into this Amended CHA Declaration in order to reflect the foregoing, and the Authority and HUD, as required by the terms of the Original CHA Declaration, agree to approve the amendments contained in this Amended CHA Declaration.

NOW, THEREFORE, in consideration of the foregoing premises and of the intentions, declarations and covenants contained herein and in the Original CHA Declaration, as amended hereby, the parties hereto, intending to be legally bound, agree as follows:

1. The LLC and Partnership hereby agree that pursuant to the terms of this Amended CHA Declaration, they intend, declare and covenant that the restrictive covenants running with the Development and the PHA Condominium Units, for the term described in the Original CHA

Declaration, be binding upon (i) all lots of the property described on Exhibit A that have not been converted to a condominium form of ownership pursuant to the Declaration of Condominium Ownership for North Town Village and all supplements thereto (collectively, the "NTV Condominium Declaration"), (ii) the PHA Condominium Units conveyed to the Partnership, and as legally described on Exhibit C, (iii) all condominium unit not yet conveyed to the Partnership or sold to private owners; and (iv) all subsequent owners of the Development and of the PHA Condominium Units under such terms, and are not merely personal covenants of LLC and Partnership.

2. The Authority hereby agrees to the release of the parcels of land owned by private owners, as described on Exhibit B, from the terms, covenants and obligations of the Original CHA Declaration.
3. The Authority hereby agrees to the release of the LLC from the terms, covenants and obligations of the Original CHA Declaration, as solely pertaining to the aforementioned released parcels of land owned by private owners, as described on Exhibit B.
4. The Authority hereby approves the amendment of the legal description contained on Exhibit A to reflect the legal description for the privately owned condominium units as contained on Exhibit B and the legal description for the PHA Condominium Units conveyed to the Partnership, as contained on Exhibit C.
5. The LLC, Partnership and Authority hereby agree that as additional lots of the property described in Exhibit A are hereafter conveyed into a condominium form of ownership pursuant to the NTV Condominium Declaration and additional PHA Condominium Units are hereafter conveyed to the Partnership, the LLC, Partnership, and Authority shall record additional amendments to the Amended CHA Declaration to further amend Exhibits B and C. Upon the conveyance of the fortieth PHA Condominium Unit to the Partnership and the final amendments to Exhibits B and C, the restrictive covenants running with the Development for the term described in the Original CHA Declaration and in the Agreements shall be binding exclusively upon the 40 PHA Condominium Units conveyed to the Partnership, and as legally described on the final Exhibit C and all subsequent owners of those PHA Condominium Units under such terms. In addition, upon the conveyance of the fortieth PHA Condominium Units to the Partnership, the Authority and HUD shall record a final amendment to this Amended CHA Declaration wherein it shall release the LLC from the terms, covenants and obligations of the Original CHA Declaration.
6. The LLC, Partnership, and Authority hereby agree that the Partnership shall be the sole owner of the PHA Condominium Units and as such, shall, during the term set forth in the Original CHA Declaration, remain seized of title to the PHA Condominium Units and shall refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of the PHA Condominium Units or any part thereof or appurtenant thereto, (other than leases to Public Housing Eligible Households as defined in the Agreements) or any part revenues, income or receipts therefrom, or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Agreements, or pursuant to the ACC through the Agreements or any interest on any of the same, or demolishing any appurtenant thereto, without the approval of the Authority and HUD.
7. The Original CHA Declaration is hereby amended and restated in all other respects to give effect to the foregoing amendments, and as so amended, shall remain and continue in full force and effect to constitute the valid and binding obligations of the Partnership.
8. This Amended CHA Declaration, as executed, delivered and accepted, shall be governed and construed in accordance with the laws of the State of Illinois.
9. The Original CHA Declaration, as amended, is hereby ratified, confirmed and approved.

UNOFFICIAL COPY

20585079

IN WITNESS WHEREOF, the LLC and Partnership have caused this Amended and Restated Declaration of Restrictive Covenants Phase II to be executed by their respective duly authorized members and become effective as of the date first above written.

NORTH TOWN VILLAGE LLC,
an Illinois limited liability corporation

Kenard Corporation,
an Illinois corporation


By: _____
Hal Lichterman, President
Its: sole managing member

NTV II PARTNERSHIP,
an Illinois limited partnership

NTV Development Corporation,
an Illinois corporation

By: _____
Peter Holsten, President
Its: General Partner


CHICAGO HOUSING AUTHORITY

By:  _____
Terry Peterson
Its: Chief Executive Officer

IN WITNESS WHEREOF, the LLC and Partnership have caused this Amended and Restated Declaration of Restrictive Covenants Phase II to be executed by their respective duly authorized members and become effective as of the date first above written.

NORTH TOWN VILLAGE LLC,
an Illinois limited liability corporation

Kenard Corporation,
an Illinois corporation

By: 
Hal Lichterman, President
Its: sole managing member

NTV II PARTNERSHIP,
an Illinois limited partnership

NTV Development Corporation,
an Illinois corporation

By: _____
Peter Holsten, President
Its: General Partner

CHICAGO HOUSING AUTHORITY

By: _____
Terry Peterson
Its: Chief Executive Officer

UNOFFICIAL COPY

20585079

IN WITNESS WHEREOF, the LLC and Partnership have caused this Amended and Restated Declaration of Restrictive Covenants Phase II to be executed by their respective duly authorized members and become effective as of the date first above written.

NORTH TOWN VILLAGE LLC,
an Illinois limited liability corporation

Kenard Corporation,
an Illinois corporation

By: _____
Hal Lichterman, President
Its: sole managing member

NTV II PARTNERSHIP,
an Illinois limited partnership

NTV Development Corporation,
an Illinois corporation

By: _____
Peter Holsten, President
Its: General Partner

CHICAGO HOUSING AUTHORITY

By: _____
Terry Peterson
Its: Chief Executive Officer

UNOFFICIAL COPY

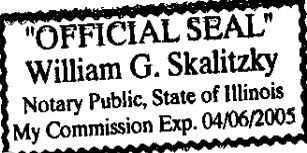
20585079

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, William G. Skalitzky, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY the Peter Holsten, personally known to me to be the President of NTVII Development Corporation, an Illinois corporation (the "Corporation"), on its own behalf and in its capacity as the General Partner of NTV II Partnership, an Illinois limited partnership, 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 he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Board of Directors of the Corporation, as his free and voluntary act and as the free and voluntary act of the Corporation and NTV II Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 17th day of May, 2002.

William G. Skalitzky
Notary Public



My Commission Expires:

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARIE A. CZAPINSKA, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY the Hal Lichterman, personally known to me to be the President of Kenard Corporation, an Illinois corporation (the "Corporation"), on its own behalf and in its capacity as the Manager of North Town Village LLC, an Illinois limited liability company, 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 he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Board of Directors of the Corporation, as his free and voluntary act and as the free and voluntary act of the Corporation and North Town Village LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 17th day of May, 2002.

Marie A. Czapska
Notary Public

My Commission Expires:



UNOFFICIAL COPY

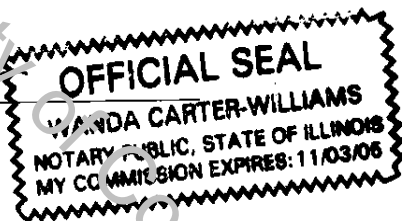
20585079

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, Wanda Carter-Williams, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY the Terry Peterson, personally known to me to be the Chief Executive Officer of the Chicago Housing Authority ("Authority"), 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 he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Authority Board of Commissioners, as his free and voluntary act and as the free and voluntary act of the Authority for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27th day of May, 2002.

Wanda Carter-Williams
Notary Public



My Commission Expires:

UNOFFICIAL COPY

20585079

EXHIBIT A

LOTS 2, 4 THROUGH AND INCLUDING 25, 27 THROUGH AND INCLUDING 30, AND 33 THROUGH AND INCLUDING 38 IN NORTH TOWN VILLAGE SUBDIVISION, BEING A SUBDIVISION OF PARTS OF VARIOUS LOTS, BLOCKS, STREETS AND ALLEYS IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

Property Index Numbers:

17-04-113-011
17-04-113-014
17-04-113-026
17-04-113-027
17-04-113-030 through and including 17-04-113-037
17-04-113-041 through and including 17-04-113-043
17-04-113-049
17-04-113-050
17-04-113-053 through and including 17-04-113-057
17-04-113-060 through and including 17-04-113-068
17-04-125-008
17-04-125-011 through and including 17-04-125-015
17-04-126-001
17-04-126-007
17-04-126-008
17-04-127-030
17-04-128-009
17-04-128-021 through and including 17-04-128-024

UNOFFICIAL COPY

20585079

EXHIBIT B

RELEASED PRIVATELY OWNED CONDOMINIUM UNITS

UNITS 1421-1S, 1421-2S, 1421-3N, 1421-4N, 1421-4S, 759, 757, 758-B, 756-A, 756-B, 754-A, 752-A, 752-B, 1410, 1414, 1418, 1420, 1422, 1424, 1428, 707, 708, 729, 727, 723, 721, 713, 711, 714, 720, 722, 728, 730, 750, 1337, 1331-A, 1333-A, 1333-B, 1317-A, 1317-B, 1315-A, AND 1311, IN NORTH TOWN VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF A PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 2, 4 THROUGH AND INCLUDING 25, 27 THROUGH AND INCLUDING 30, AND 33 THROUGH AND INCLUDING 38 IN NORTH TOWN VILLAGE SUBDIVISION, BEING A SUBDIVISION OF PARTS OF VARIOUS LOTS, BLOCKS, STREETS AND ALLEYS IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR NORTH TOWN VILLAGE CONDOMINIUM RECORDED AS DOCUMENTS NO. 0010906035, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN NUMBERS:

17-04-113-083	17-04-145-007
17-04-113-085	17-04-145-008
17-04-113-086	17-04-145-009
17-04-113-087	17-04-145-010
17-04-113-088	17-04-145-011
17-04-113-089	17-04-145-012
17-04-113-090	
17-04-113-091	
17-04-113-092	
17-04-113-093	
17-04-113-094	
17-04-113-095	
17-04-113-096	
17-04-113-097	
17-04-113-098	
17-04-144-001	
17-04-144-002	
17-04-144-003	
17-04-144-004	
17-04-144-005	
17-04-144-006	
17-04-144-007	
17-04-144-008	
17-04-145-001	
17-04-145-002	
17-04-145-003	
17-04-145-004	

UNOFFICIAL COPY

20585079

EXHIBIT C

PHA-ASSISTED CONDOMINIUM UNITS OWNED BY NTV II LIMITED PARTNERSHIP AND SUBJECT TO AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR NORTH TOWN VILLAGE PHASE II

UNITS 1421-1N, 1421-2N, 754-B, 758-A, 1416, AND 1426 IN NORTH TOWN VILLAGE
CONDOMINIUM, AS DELINEATED ON A SURVEY OF A PORTION OF THE FOLLOWING
DESCRIBED TRACT OF LAND:

LOTS 2, 4 THROUGH AND INCLUDING 25, 27 THROUGH AND INCLUDING 30, AND 33
THROUGH AND INCLUDING 38 IN NORTH TOWN VILLAGE SUBDIVISION, BEING A
SUBDIVISION OF PARTS OF VARIOUS LOTS, BLOCKS, STREETS AND ALLEYS IN
BUTTERFIELD'S ADDITION TO CHICAGO IN THE WEST ½ OF THE NORTHWEST ¼ OF
SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR NORTH TOWN VILLAGE
CONDOMINIUM RECORDED AS DOCUMENTS NO. 0010906035, AS AMENDED FROM TIME TO
TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON
ELEMENTS.

COMMON ADDRESSES OF PHA UNITS:

1421 N. HALSTED, UNIT 1N, CHICAGO, IL
1421 N. HALSTED, UNIT 2N, CHICAGO, IL
754 W. EVERGREEN, UNIT B, CHICAGO, IL
758 W. EVERGREEN, UNIT A, CHICAGO, IL
1416 N. BURLING, CHICAGO, IL
1426 N. BURLING, CHICAGO, IL

PIN NUMBERS:

17-04-113-083
17-04-113-085
17-04-113-086
17-04-113-087
17-04-113-088
17-04-113-089
17-04-113-090
17-04-113-091
17-04-113-092
17-04-113-093
17-04-113-094
17-04-113-095
17-04-113-096
17-04-113-097
17-04-113-098
17-04-144-001
17-04-144-002

17-04-144-003
17-04-144-004
17-04-144-005
17-04-144-006
17-04-144-007
17-04-144-008
17-04-145-001
17-04-145-002
17-04-145-003
17-04-145-004
17-04-145-007
17-04-144-008
17-04-145-009
17-04-145-010
17-04-145-011
17-04-145-012