



Doc#: 1115131019 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/31/2011 10:22 AM Pg: 1 of 16

This instrument was prepared
by and when recorded mail to:

Bryce A. Bares
Assistant Corporation Counsel
City of Chicago
Department of Law
121 N. LaSalle St., Room 600
Chicago, IL 60602

SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND REGULATORY AGREEMENT

This Second Amendment to Declaration of Restrictive Covenants and Regulatory Agreement (this "Second Amendment") is made in Chicago, Illinois as of the 31st day of MAY, 2011 by and among Lake View Towers Residents Association Inc., an Illinois not-for-profit corporation (the "Owner"), Bank of America, N.A., as Bond Trustee (the "Bond Trustee") and the City of Chicago, an Illinois municipal corporation (the "City"), acting by and through the Office of the Comptroller, with a mailing address of 33 North LaSalle Street, Chicago, Illinois 60602.

PRELIMINARY STATEMENT

A. The City, LaSalle Bank National Association (formerly LaSalle National Bank), as predecessor bond trustee, American National Bank and Trust Company, not personally, but as Trustee for Trust No. 114365-08 (the "Land Trustee"), and Lakeview Towers Preservation Corp., an Illinois not-for-profit corporation ("LTPC"), heretofore entered into that certain Declaration of Restrictive Covenants and Regulatory Agreement, dated as of August 1, 1992 and recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on August 27, 1992 as Document No. 92-635721, as amended by that certain First Amendment to Declaration of Restrictive Covenants and Regulatory Agreement, dated as of December 1, 2004 and recorded in the Recorder's Office on December 21, 2004 as Document No. 0435612277, (together, the "Declaration") relating to the \$13,440,000.00 City of Chicago, Illinois Mortgage Revenue Bonds, Series 1992 (FHA Insured Mortgage Loan – Lakeview Towers Project) (the "Bonds"), encumbering certain real estate commonly known as Lake View Towers Apartments, 4550 N. Clarendon, Chicago, Illinois, and legally described on Exhibit A attached hereto and made a part of hereof (the "Development").

B. The Owner succeeded to Land Trustee and LTPC as owner of the Development.

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C. The Bond Trustee succeeded to LaSalle Bank National Association as bond trustee.

D. PNC Bank, N.A., a national banking association ("PNC"), has made a loan to the Owner in the amount of \$4,374,300.00 (the "PNC Loan") which is insured by the Federal Housing Administration ("FHA"), an organizational unit within the United States Department of Housing and Urban Development ("HUD") under Section 241(a) of the National Housing Act (FHA Project No. 071-10012). The PNC Loan is evidenced by that certain Second Mortgage Note (the "PNC Note"), dated as of December 1st, 2009, made by the Owner payable to the order of PNC in the original principal sum of \$4,374,300.00. The PNC Note is secured by, among other things, that certain Second Mortgage (the "PNC Mortgage"), dated as of December 1st, 2009, which was recorded in the Recorder's Office on December 4th, 2009 as Document No. 0933818091. In connection with the PNC Loan, the Owner and HUD entered into that certain Amended and Restated Regulatory Agreement for Multifamily Housing Projects, dated as of December 1st, 2009 (the "Amended and Restated Regulatory Agreement"), which was recorded in the Recorder's Office on December 4th, 2009 as Document No. 0933818092, and that certain "Agreement Amending and Extending Use Agreement" dated as of December 1st, 2009, recorded in the Recorder's Office on December 4th, 2009 as Document No. 0933818090 and that certain Security Agreement, dated as of December 1st, 2009 by and between the Owner and PNC (the "Security Agreement"). The PNC Note, PNC Mortgage, Amended and Restated Regulatory Agreement, Agreement Amending and Extending Use Agreement, Security Agreement and all other documents evidencing, securing or governing the PNC Loan are hereinafter collectively referred to as the "PNC Loan Documents".

E. All obligations of the Owner to PNC now existing or hereafter arising, due or to become due, under the PNC Loan Documents are referred to in this Second Amendment as the "PNC Liabilities".

F. All of the Bonds were prepaid in full on January 21, 2005.

G. PNC's agreement to make, and HUD's agreement to insure, the PNC Loan are subject to the condition that the parties hereto enter into this Second Amendment.

H. The parties hereto desire to enter into this Second Amendment to amend the Declaration in regard to the PNC Liabilities as described below.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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AGREEMENTS

1. The foregoing Preliminary Statement is hereby incorporated as if fully set forth herein.
2. All references in the Declaration, shall include, in each case, any such document (or documents) as amended, modified, supplemented or restated from time to time, including, but not limited to, by this Second Amendment.
3. When used in the Declaration, the terms "hereof," "herein," "hereunder," and words of like import shall mean, in each case, any such document (or documents) as amended, modified, supplemented, or restated from time to time, including, but not limited to, this Second Amendment.
4. All capitalized terms used but not otherwise defined herein are defined in the Loan Agreement and the Indenture and shall be incorporated by reference into this Second Amendment.
5. The Declaration is amended by adding the following Section 23:
 - "23. As used herein, the term "PNC Loan Documents" shall mean the following documents relating to that certain HUD-insured Section 241(a) mortgage loan for Project No. 071-10012 (the "Project"):
 - i. Commitment for Insurance of Advances dated August 27, 2008, as amended and extended, issued by HUD pursuant to Section 241(a) to Developers Mortgage Corporation in the amount of \$4,374,300.00 and later assigned to PNC Bank, N.A., a national banking association ("PNC");
 - ii. Building Loan Agreement dated as of December 1st, 2009, (the "PNC Building Loan Agreement") between LVTRA and PNC;
 - iii. Second Mortgage Note (the "PNC Note"), dated as of December 1, 2009, made by LVTRA payable to the order of PNC in the original principal sum of \$4,374,300.00;
 - iv. Second Mortgage (the "PNC Mortgage"), dated as of December 1st, 2009, which was recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on December 4th, 2009 as Document No. 0933818091;
 - v. Security Agreement, dated as of December 1st, 2009, made by LVTRA, as debtor, in favor of PNC as secured party;

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- vi. UCC-1 Financing Statement made by LVTRA, as debtor, in favor of PNC as secured party, which was filed with the Secretary of State of Illinois on December 8th, 2009 as Document No. 14828753;
- vii. UCC-1 Financing Statement made by LVTRA, as debtor, in favor of PNC as secured party, which was recorded in the Recorder's Office on December 4th, 2009 as Document No. 0933818093;
- viii. Amended and Restated Regulatory Agreement for Multifamily Housing Projects (the "Amended and Restated Regulatory Agreement"), dated as of December 1, 2009, recorded in the Recorder's Office as Document Number 0933818092; and
- ix. (a) Regulatory Agreement for Insured Multifamily Housing Projects, dated August 1, 1992, recorded in the Office of the Cook County Recorder as Document Number 92635715; (b) Use Agreement and Amendment of Regulatory Agreement, dated August 1, 1992, recorded in the Office of the Cook County Recorder as Document Number 92635717, and (c) Use Agreement dated August 1, 1992, recorded in the Office of the Cook County Recorder as Document Number 92635720, as amended and extended by that certain Agreement Amending and Extending Use Agreement, dated as of December 1, 2009, recorded in the Office of the Cook County Recorder as Document Number 0933818090.

A. Notwithstanding anything in this Declaration to the contrary, this Declaration and the terms, provisions and covenants contained herein are subject and subordinate in each and every respect to any and all rights, terms, provisions, covenants, and liens of any kind created by the PNC Loan Documents and to all applicable Federal statutes, HUD mortgage insurance regulations and related HUD directives and administrative requirements. In the event of any conflict between this Declaration and the provisions of applicable Federal statutes, HUD mortgage insurance regulations, related HUD directives and administrative requirements, or PNC Loan Documents, the Federal statutes, HUD mortgage insurance regulations, related HUD directives and administrative requirements and PNC Loan Documents shall govern, supersede and control.

B. Failure on the part of LVTRA to comply with the covenants contained in this Declaration shall not serve as the basis for default under any HUD-insured or HUD-held mortgage on the Project.

C. Compliance by LVTRA with the provisions and covenants of this Declaration and enforcement of the provisions and covenants contained in this Declaration, including, but not limited to, any indemnification provisions or covenants, will not and shall not result in any claim or lien against the Project, any asset of the Project, the proceeds of any loan

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secured by the PNC Mortgage, any reserve, or deposit required by HUD in connection with the PNC Mortgage transaction or the rents or other income from the Project, other than "Surplus Cash" and "Residual Receipts" (as those terms are defined in the Amended and Restated Regulatory Agreement).

D. No amendment to this Declaration made after May 31, 2011 shall have any force or effect until and unless such amendment is approved in writing by HUD.

E. Unless waived in writing by HUD with respect to the Project, any action prohibited or required by HUD pursuant to applicable Federal law, HUD regulations, HUD directives and administrative requirements or the PNC Loan Documents, shall supersede any conflicting provision of this Declaration, and the performance or failure to perform of LVTRA in accordance with such law, regulation, directive, administrative requirement or PNC Loan Documents shall not constitute an event of default under this Declaration.

F. So long as HUD is the insurer or holder of any mortgage against the Project, or any indebtedness secured by a mortgage against the Project, LVTRA and its members shall not, and are not permitted to, pay any amount required to be paid under the provisions of this Declaration except from distributable Surplus Cash and Residual Receipts, as such term is defined in, and in accordance with the conditions, prescribed in the Amended and Restated Regulatory Agreement. In the event that there is insufficient available Surplus Cash and Residual Receipts to pay any amount in full, when due, failure to pay any such amount shall not be a default or event of default under this Declaration but such amount shall accrue and be payable upon the first to occur of: (i) when there is sufficient available Surplus Cash and Residual Receipts; or, (ii) upon the last to mature of any senior FHA-insured mortgage and the PNC Note.

G. Any waiver or forbearance by PNC under the PNC Loan Documents shall not impair the priority of such party's lien under the PNC Loan Documents. The PNC Loan Documents, and any and all renewals, modifications or extensions thereof, or advances thereunder, or secured thereby (including interest thereon), unconditionally and will remain at all times a lien, claim or charge on the Project prior and superior to this Declaration.

H. In the event of the appointment, by a court, of any person, other than HUD or PNC, as a receiver, as a mortgagee or party in possession, or in the event of any enforcement of any assignment of leases, rents, issues, profits, or contracts contained in this Declaration, with or without court action, no rents, revenue or other income of the Project collected by such

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receiver, person in possession or person pursuing enforcement as aforesaid, shall be utilized for the payment of interest, principal or any other amount due and payable under the provisions of this Declaration, except from distributable Surplus Cash and Residual Receipts in accordance with the Amended and Restated Regulatory Agreement. The receiver, person in possession or person pursuing enforcement shall operate the Project in accordance with all provisions of the PNC Loan Documents.

I. A duplicate of each notice given, whether required or permitted to be given, under the provisions of this Declaration shall also be given to:

Department of Housing and Urban Development
77 West Jackson Blvd.
Chicago, Illinois 60604
Attention: Director of Multi-Family Housing
Project No. 071-10012

HUD may designate any further or different addresses for duplicate notices.

J. This Declaration and all covenants and provisions hereof and all lien rights created hereby, if any, shall automatically terminate in the event of a deed in lieu of foreclosure of any mortgage insured or held by HUD with respect to the Project or any portion thereof.

K. Notwithstanding anything in this Declaration to the contrary, the provisions of this Paragraph 23 are for the benefit of, and are enforceable by, HUD and PNC.”

6. This Second Amendment is the whole and only agreement with regard to the subordination of the liens, claims and charges of the Declaration to the PNC Liabilities.

7. The Owner hereby represents and warrants, as of the date hereof, that all representations, warranties, certifications, statements, affidavits and other items heretofore made or furnished to the City by or on behalf of the Owner in connection with the Declaration were true, accurate, and complete, in all material respects, as of the date made or furnished to the City, and continue to be true, accurate, and complete in all material respects.

8. Except as amended hereby, the provisions of the Declaration remain in full force and effect and are hereby ratified and confirmed.

9. The Owner expressly agrees that no member, official, employee, or agent of the City shall be individually or personally liable to the Owner, or any of its successors

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or assigns, in the event of any default or breach by the City under this Second Amendment.

10. In the event of a conflict or inconsistency between the provisions of the Declaration and the provisions of this Second Amendment, the provisions of this Second Amendment shall govern and control.

11. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute a single agreement.

12. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Owner may not assign this Second Amendment or its rights and obligations under the Declaration without the prior written consent of the City.

13. This Second Amendment has been executed by the Owner, the Bond Trustee and the City and delivered to and consented to by HUD and shall be construed in accordance with and governed by the internal laws of the State of Illinois.

14. Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to the Declaration, this Second Amendment, or in connection with the transactions contemplated thereby, shall be grounds for termination of the Declaration, this Second Amendment and the transactions contemplated thereby. The Owner hereby represents and warrants that, to the best of its knowledge after due inquiry no violation of Section 2-156-030(b) has occurred with respect to the Declaration, this Second Amendment or the transactions contemplated thereby.

15. Notices provided for in this Second Amendment and the Declaration unless expressly provided for otherwise in this Second Amendment or the Declaration, shall be given in writing and may be delivered personally or by placing such notice in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:	Office of the City Comptroller City of Chicago 33 North LaSalle Street Chicago, Illinois 60602
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Attention: City Comptroller

With copies to: Department of Law
City of Chicago
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance & Economic Development Division

If to the Owner: Lake View Towers Residents Association Inc.
4550 N. Clarendon
Chicago, Illinois 60640
Attention: President

With copies to: Masuda, Funai, Eifert & Mitchell, Ltd.
203 N. LaSalle St., Suite 2500
Chicago, Illinois 60601
Attention: Keith W. Groebe, Esq.

If to Bond Trustee: Bank of America, National Association
540 W. Madison Street, IL4-540-20-06
Chicago, Illinois 60661
Attention: Business Transaction Services

Changes in these addresses shall be in writing and delivered in accordance with the provisions of this Section 15. Notices delivered by mail are deemed received three days after mailing in accordance with this Section 15. Notices delivered by overnight carrier or personal delivery are deemed effective upon receipt. Refusal to accept delivery has the same effect as receipt.

16. Neither the Owner nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, and the Debarred List. "Affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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17. It is the duty of any grantee, bidder, proposer, or contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Owner certifies that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. It will be the duty of every officer, employee, department, agency, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a city contract or program, to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Owner understands and will abide by the provisions of Chapter 2-55.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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IN WITNESS WHEREOF, this Second Amendment has been executed and delivered by the authorized representatives of the parties.

OWNER:
Lake View Towers Residents Association
Inc., an Illinois not-for-profit corporation

By: [Signature]
Name: STEPHEN SOMUAH
Title: PRESIDENT

Property of Cook County Clerk's Office

CITY OF CHICAGO:
City of Chicago, Illinois
[Signature]
Amer Ahmad
City Comptroller

IN WITNESS WHEREOF this Agreement has been executed and delivered by the authorized representative of the party below intending only to affirm the statement set forth in Paragraph F of the Preliminary Statement and to affirm that there has been filed with it a written opinion of Bond Counsel in conformance with Section 15 of the Declaration.

BOND TRUSTEE:
Bank of America, N.A.
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the authorized representatives of the party below intending only to consent to and not be bound by the terms hereof, except that by its signature below, the United States Department of Housing agrees to the amendment to the Declaration referenced in Section 5 of this Agreement shall be bound thereby, and shall be entitled to enforce the provisions thereof. *and Urban Development, acting by and through the Federal Housing Commission,*

Consent and Acknowledgment by: U.S. Department of Housing and Urban Development
By: [Signature]
Name: Mary Anderson
Title: Authorized Agent

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IN WITNESS WHEREOF, this Second Amendment has been executed and delivered by the authorized representatives of the parties.

OWNER:
Lake View Towers Residents Association
Inc., an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

CITY OF CHICAGO:
City of Chicago, Illinois

Amer Ahmad
City Comptroller

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the authorized representative of the party below intending only to affirm the statement set forth in Paragraph F of the Preliminary Statement and to affirm that there has been filed with it a written opinion of Bond Counsel in conformance with Section 15 of the Declaration.

BOND TRUSTEE:
Bank of America, N.A.

By: _____
Name: Wayne M. Evans
Title: Vice President

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the authorized representatives of the party below intending only to consent to and not be bound by the terms hereof, except that by its signature below, the United States Department of Housing agrees to the amendment to the Declaration referenced in Section 5 of this Agreement, shall be bound thereby, and shall be entitled to enforce the provisions thereof.

Consent and Acknowledgment by:

U.S. Department of Housing and
Urban Development

By: _____
Name: _____
Title: _____

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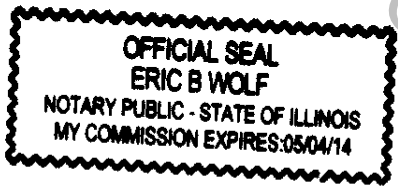
STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Stephen Somuah, personally known to me to be the President of Lake View Towers Residents Association Inc., an Illinois not-for-profit corporation ("LVTRA"), and 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 President, he signed and delivered the said instrument pursuant to the authority given by the Board of Directors of LVTRA, and as his free and voluntary act and deed and as the free and voluntary act and deed of LVTRA for the uses and purposes therein set forth.

Given under my hand and official seal this 31st day of May, 2011.

[Handwritten Signature]

 Notary Public



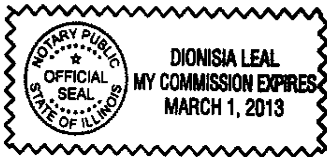
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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Amer Ahmad, personally known to me to be the City Comptroller of the City of Chicago, Illinois (the "City") 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 City Comptroller, he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of the City for the uses and purposes therein set forth.

Given under my hand and official seal this 31st day of May, 2011,
 2011.

Dionisia Leal
 Notary Public



Property of Cook County Clerk's Office

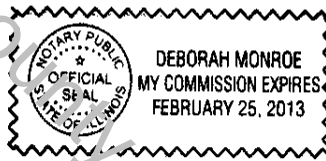
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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that MARY ANDERSON, personally known to me to be the Authorized Agent of the United States Department of Housing and Urban Development ("HUD"), 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 Authorized Agent, he/she signed and delivered the said instrument pursuant to the authority given by the National Housing Act, as amended, and as his/her free and voluntary act and deed and as the free and voluntary act and deed of HUD for the uses and purposes therein set forth.

Given under my hand and official seal this 31st day of MAY, 2011.

Deborah Monroe
 Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Wayne M. Euzys, personally known to me to be the Vice President of Bank of America, P.A. (the "Bond Trustee") 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 Vice President, he/she signed and delivered the said instrument pursuant to the authority given by the Board of Directors of the Bond Trustee, and as his/her free and voluntary act and deed and as the free and voluntary act and deed of the Bond Trustee for the uses and purposes therein set forth.

Given under my hand and official seal this 27 day of May, 2011.

Silvia L. Aguilar
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lot 3 (except the West 11.0 feet of the North 79.336 feet) and Lots 4 to 12, both inclusive, the East 79 feet of Lot 1 (measured along the South Line of said Lot); all of the East and West vacated alley lying South of and adjoining Lots 3 to 6, both inclusive, and all of the North and South vacated alley lying West of and adjoining Lots 7 to 11, both inclusive, all in Christian Kurz's Resubdivision of Lots 5 and 6 in Rufus C. Hall's Subdivision of part of the East 1/2 of the Northeast 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 10 and the East 59.60 feet of Lot 9 in Wallingford's Subdivision of the 15 Rods South of and adjoining the North 95 Rods of the East 1/2 of the Northeast 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 14-17-221-009, 14-17-221-010, 14-17-221-011, 14-17-221-12; 14-17-221-025; 14-17-221-026; 14-17-221-027; 14-17-221-028; 14-17-221-029 and 14-17-221-032.

Address: 4550 North Clarendon Avenue
Chicago, Illinois

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