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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/18/2012 04:47 PM Pg: 1 of 6

This document prepared  
by and after recording  
should be sent to:  
Danielle Meltzer Cassel, Esq.  
Vedder Price PC  
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Suite 2600  
Chicago, Illinois 60601

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## AMENDED AND RESTATED COVENANT, INCLUDING RELEASE OF PARCELS INCORRECTLY BURDENED BY ORIGINAL 2007 COVENANT

1. This AMENDED AND RESTATED COVENANT, INCLUDING RELEASE OF PARCELS INCORRECTLY BURDENED BY ORIGINAL 2007 COVENANT (the "**2012 Covenant**") is made this 17<sup>th</sup> day of July, 2012 by the undersigned, MGM/TGI 105<sup>th</sup> Street LLC, an Illinois limited liability company ("**Grantor**").
2. Grantor, is the holder of fee title in and to the real property legally described on Exhibit A and generally depicted on Exhibit A-1 (the "**Property**").
3. Pursuant to that certain plat of subdivision bearing the title "The Renaissance at Beverly Ridge," recorded December 19, 2007 by the Recorder as Document Number 0735303073 (the "**Original Subdivision Plat**"), the Property was subdivided into ten (10) separate lots (each referred to herein as a "**Lot**"); provided, however, in the event the Original Subdivision Plat is amended or superseded or made subject to any other form of corrective instrument recorded with the Recorder (a "**Corrective Instrument**"): (i) the term "**Lot**" shall thereafter mean each of the separate lots created or described pursuant to the Corrective Instrument; (ii) the term "**Property**" shall mean all of the Lots created or described pursuant to the Corrective Instrument; and (iii) Grantor shall cause an amendment to this 2012 Covenant to be recorded with the Recorder that provides a replacement legal description for the Property by reference to the Corrective Instrument.
4. Grantor also is the holder of fee title in and to the real property legally described on Exhibit B (the "**Original Property**").
5. Grantor erroneously executed and recorded, thereby encumbering the Original Property, that certain instrument recorded by the Cook County Recorder of Deeds (the "**Recorder**") on May 15, 2007 as Document Number 0713534105 (the "**Original Covenant**").
6. Grantor does hereby, pursuant to the terms of this 2012 Covenant, terminate and extinguish the Original Covenant and release the Original Property and each portion thereof in its entirety from the terms and provisions of the Original Covenant.
7. As used herein, "**Mains**" shall mean any publically-owned sewer, stormsewer or water main in public-rights-of-way adjacent to any one or more of the Lots.
8. As used herein, "**Internal Common Improvements**" shall mean any private, not public water lines, sewer lines, storm sewer catch basins, manholes, and storm sewer lines that are constructed, subject to the review and approval of the City of Chicago's Department of Water Management, Department of Transportation, and the Office of Underground Coordination, from time to time within the Property, from their respective points of connection to any Main and service or benefit: (i) more

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than one Lot; or (ii) more than one subdivided parcel within a single Lot, including parcels created pursuant to a plat of condominium.

9. Grantor, for itself and its successors in assigns in title to the Property and each portion thereof, does hereby acknowledge and agree that the City of Chicago (the "**City**") shall not be responsible for the construction, maintenance, operation, or repair of any Internal Common Improvements.
10. Grantor for itself and its successors in assigns in title to the Property shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City, and its officers, agents, agencies, departments and employees, harmless, from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) incurred in connection with, arising out of or incident to any and all claims, of the construction, maintenance, operation, or repair of any and all of the Internal Common Improvements.
11. Grantor, for itself and its successors in assigns in title to the Property and each portion thereof, does hereby covenant and agree as follows:
  - a. For so long as there is a single holder of fee title to the Property in its entirety, the holder of fee title to the Property shall maintain, operate, and repair the Internal Common Improvements within the Property.
  - b. Neither Grantor nor any other owner of the Property in its entirety shall convey fee title to less than the entirety of the Property unless the transferor first: (i) forms an association for each Lot or other parcel within the Property, such as a townhome association, homeowner's association or condominium association; and (ii) executes and records with the Recorder an instrument requiring that such association be responsible for the maintenance, operation, and repair of any and all of the Internal Common Improvements within the Property; provided, however, the foregoing shall not be required in the event that each Lot or parcel within the Property has separate catch basins and connections to each Main such that the Property has no Internal Common Improvements.
  - c. For so long as there is a single holder of fee title to a Lot in its entirety, the holder of fee title to that Lot shall maintain, operate, and repair any and all of the Internal Common Improvements within its Lot.
  - d. Neither Grantor nor any other owner of a Lot may convey fee title to less than the entirety of Lot unless the transferor first: (i) forms an association for such Lot in its entirety, such as a townhome association, homeowner's association or condominium association; and (ii) executes and records with the Recorder an instrument requiring that such association be responsible for the maintenance, operation, and repair of any and all Internal Common Improvements within that Lot; provided, however, the foregoing shall not be required in the event that each parcel within said Lot has a separate connection to each Main, and the Lot has no Internal Common Improvements.
  - e. The City's Department of Water Management, including that department's water section, and the Department of Transportation, shall each have full right and authority to access all sewer facilities, services valves and water meters wheresoever located on the Property.
  - f. This 2012 Covenant shall run with the land comprising the Property and each portion thereof; shall be binding upon all subsequent holders of fee title to the Property and each portion thereof; and is made to induce the City to furnish sewer and water services to each of the Lots described above.

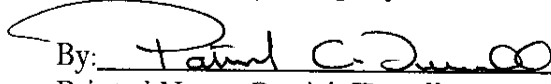
[SIGNATURE AND NOTARY PAGE FOLLOWS]

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## SIGNATURE AND NOTARY PAGE TO AMENDED AND RESTATED COVENANT, INCLUDING RELEASE OF PARCELS INCORRECTLY BURDENED BY ORIGINAL 2007 COVENANT

In Witness Hereof, Grantor has executed this 2012 Covenant this 17<sup>th</sup> day of July, 2012.

**MGM/TGI 105<sup>th</sup> STREET LLC, an Illinois  
limited liability company**

By: 

Printed Name: Patrick Terrell

Title: Manager

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

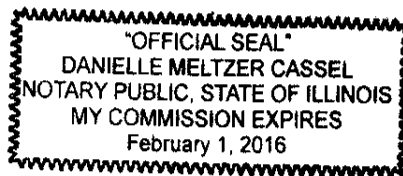
I, the undersigned, a NOTARY PUBLIC in and for Cook County, Illinois, DO HEREBY CERTIFY, that Patrick Terrell, personally known to me to be the same person whose name is subscribed to this 2012 Covenant as Manager, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of July, 2012.

  
Notary Public

Commission Expires 2/1/2016

[EXHIBITS A AND B FOLLOW]



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## EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY

LOTS 124, 125, 126, 127, 128, 129, 130, 131, 132 AND 133 IN RENAISSANCE AT BEVERLY RIDGE SUBDIVISION, A RESUBDIVISION OF BLOCK 6 IN HILLIARD AND HITT'S SUBDIVISION AND LOTS AND BLOCKS IN HILLIARD & HITT'S RESUBDIVISION OF BLOCK 7 IN HILLIARD AND HITT'S SUBDIVISION AND VACATED STREETS AND ALLEYS ADJOINING THERETO ALL IN THE NORTHWEST 1/4 OF SEC 7, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Tax Parcel Identification Numbers:

25-17-16-003-0000; 25-17-116-004-0000; 25-17-116-005-0000; 25-17-116-006-0000;  
25-17-16-007-0000; 25-17-119-001-0000; 25-17-119-002-0000; 25-17-119-003-0000;  
25-17-119-004-0000; and 25-17-119-005-0000

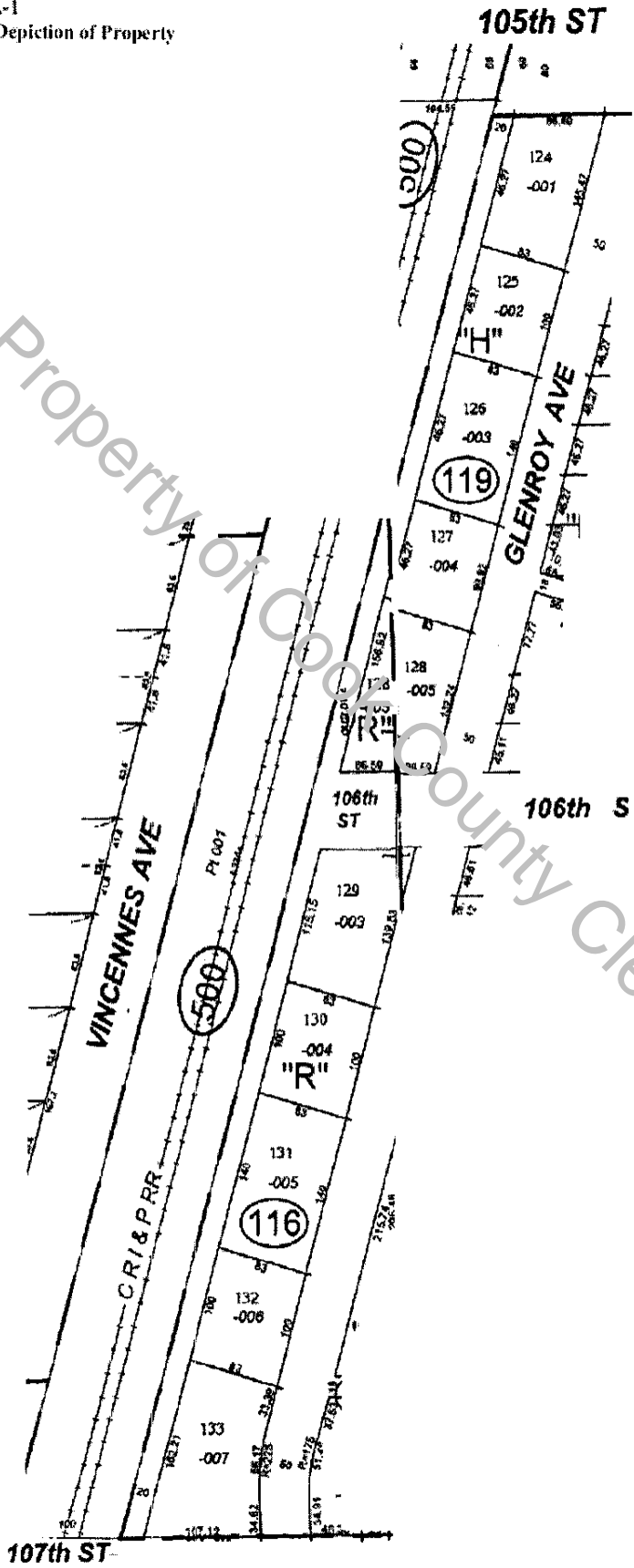
Common Addresses: (All Chicago, Illinois 60643) (NOTE: Lot 133 is for 6 units, not 4)

**Town Houses @ Beverly Ridge**

124/ 5unit	10500 S. Glenroy Ave.		
	10502 S. Glenroy Ave.		
	10504 S. Glenroy Ave.		
	10506 S. Glenroy Ave.		
	10508 S. Glenroy Ave.		
125/ 4unit	10514 S. Glenroy Ave.	130 / 4unit	10608 S. Glenroy Ave.
	10516 S. Glenroy Ave.		10610 S. Glenroy Ave.
	10518 S. Glenroy Ave.		10616 S. Glenroy Ave.
	10520 S. Glenroy Ave.		10618 S. Glenroy Ave.
126/ 6unit	10526 S. Glenroy Ave.		10620 S. Glenroy Ave.
	10528 S. Glenroy Ave.	131/ 6 unit	10622 S. Glenroy Ave.
	10530 S. Glenroy Ave.		10624 S. Glenroy Ave.
	10532 S. Glenroy Ave.		10626 S. Glenroy Ave.
	10534 S. Glenroy Ave.		10628 S. Glenroy Ave.
	10536 S. Glenroy Ave.		10630 S. Glenroy Ave.
127/ 4unit	10540 S. Glenroy Ave.		10632 S. Glenroy Ave.
	10542 S. Glenroy Ave.	132/ 4unit	10634 S. Glenroy Ave.
	10544 S. Glenroy Ave.		10638 S. Glenroy Ave.
	10546 S. Glenroy Ave.		10640 S. Glenroy Ave.
128/ 6unit	10548 S. Glenroy Ave.		10642 S. Glenroy Ave.
	10550 S. Glenroy Ave.	133/ 4Unit	10644 S. Glenroy Ave.
	10552 S. Glenroy Ave.		10648 S. Glenroy Ave.
	10554 S. Glenroy Ave.		10650 S. Glenroy Ave.
	10556 S. Glenroy Ave.		10652 S. Glenroy Ave.
	10558 S. Glenroy Ave.		10654 S. Glenroy Ave.
129/ 5unit	10602 S. Glenroy Ave.		10656 S. Glenroy Ave.
	10604 S. Glenroy Ave.		10658 S. Glenroy Ave.
	10606 S. Glenroy Ave.		

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Exhibit A-1  
General Depiction of Property



AMENDED AND RESTATED COVENANT, INCLUDING RELEASE OF PARCELS INCORRECTLY BURDENED BY ORIGINAL 2007 COVENANT

Exhibit A-1

2321115.4

**UNOFFICIAL COPY****EXHIBIT B****LEGAL DESCRIPTION OF THE ORIGINAL PROPERTY RELEASED BY THE  
ATTACHED INSTRUMENT**

<u>Town Houses @ Beverly Ridge</u>			Cook County Tax Pin # for General Taxes
124/ 5unit	10500 S. Glenroy Ave.	Chicago, IL 60643	25 17 115 002 0000
	10502 S. Glenroy Ave.	Chicago, IL 60643	25 17 115 008 0000
	10504 S. Glenroy Ave.	Chicago, IL 60643	25 17 115 005 0000
	10508 S. Glenroy Ave.	Chicago, IL 60643	25 17 115 007 0000
	10508 S. Glenroy Ave.	Chicago, IL 60643	25 17 115 008 0000
125/ 4unit	10514 S. Glenroy Ave.	Chicago, IL 60643	25 17 116 002 0000
	10518 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 001 0000
	10518 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 002 0000
	10520 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 003 0000
	10528 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 045 0000
126/ 3unit	10528 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 030 0000
	10528 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 031 0000
	10530 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 032 0000
	10532 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 033 0000
	10534 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 034 0000
127/ 4unit	10536 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 025 0000
	10540 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 027 0000
	10542 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 028 0000
	10544 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 019 0000
	10546 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 020 0000
128/ 6unit	10548 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 023 0000
	10550 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 024 0000
	10552 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 010 0000
	10554 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 030 0000
	10556 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 018 0000
129/ 5unit	10558 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 017 0000
	10602 S. Glenroy Ave.	Chicago, IL 60643	
	10604 S. Glenroy Ave.	Chicago, IL 60643	
	10606 S. Glenroy Ave.	Chicago, IL 60643	
	10608 S. Glenroy Ave.	Chicago, IL 60643	
130 / 4unit	10610 S. Glenroy Ave.	Chicago, IL 60643	25 17 117 018 0000
	10616 S. Glenroy Ave.	Chicago, IL 60643	
	10618 S. Glenroy Ave.	Chicago, IL 60643	
	10620 S. Glenroy Ave.	Chicago, IL 60643	
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132/ 4unit	10634 S. Glenroy Ave.	Chicago, IL 60643	
	10638 S. Glenroy Ave.	Chicago, IL 60643	
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133/ 4Unit	10648 S. Glenroy Ave.	Chicago, IL 60643	
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	10652 S. Glenroy Ave.	Chicago, IL 60643	
	10654 S. Glenroy Ave.	Chicago, IL 60643	
	10656 S. Glenroy Ave.	Chicago, IL 60643	
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