



DECLARATION OF RESTRICTIVE COVENANTS

*JB* *CBM*

THIS DECLARATION OF RESTRICTIVE COVENANTS (Declaration) dated as of January 17, 1999 by Hearts United Limited Partnership, an Illinois limited partnership ("Owner"), its 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").

RECITALS

WHEREAS, the Owner has received a loan from the Authority for part of the construction of the Hearts United Apartments Project ("Property" or "Project"), and the Authority will lease twenty-nine (29) units from the Owner for use by Public Housing Eligible Households for forty years commencing on the date of one hundred percent (100%) construction completion as determined by the Department of Housing and Urban Development;

WHEREAS, the Owner shall be obligated to maintain and operate twenty-nine units (29) ("the Leased Units"), the property described in Exhibit A hereto as public housing units as defined in that certain Lease Agreement and a Regulatory and Operating Agreement, (those agreements, including as they may be amended, the "Agreements") with the Authority, Annual Contributions Contract C1014 dated June 13, 1972, as amended; the ACC Amendments and all federal, state and local regulations; and

WHEREAS, the Authority requires the Owner to cause to be executed an instrument in recordable form which obligates the Owner, its successors and assigns to operate and maintain the Leased Units as public housing units in accordance with the Agreements, the ACC, the ACC Amendments, the Hope VI Grant Agreement and all federal, state and local regulations for a period of forty years; and

WHEREAS, the Owner under this Declaration intends, declares and covenants that the restrictive covenants running with the Leased Units for the term described herein and binding upon all subsequent owners of the Leased Units for such terms, and are not merely personal covenants of the Owner.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner declares as follows:

1. That for the forty (40) years period established by the Agreements, the Owner, its successors or assigns, shall maintain and operate the Leased Units as public housing units in accordance with the terms of the Agreements, the Annual Contributions Contract C1014 dated June 13, 1972, as amended ("ACC"), the ACC Amendments, the Hope VI Grant Agreement (when in existence) and all federal, state and local regulations.

2. Subsequent to the initial closing of the FHA Insured First Mortgage, the Owner shall, during the term of the Agreements remain seized of the title to the Leased 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 property or any part thereof or appurtenant thereto, 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

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to the ACC through the Agreements or any interest on any of the same, or demolishing any appurtenant thereto, without the approval of HUD. Authority and HUD may, in their sole discretion, approve release of the Property from the restrictions hereby created.

3. Authority and HUD, acting by and through a duly authorized official, may approve such action as may be necessary to allow the transfer, conveyance, assignment, leasing, mortgaging, or encumbering of the Leased Units or to accomplish the acts described above.

4. On behalf of itself and all future owners of the Leased Units during the term of this Declaration, the covenants set forth herein regulating and restricting the use and occupancy of the property (i) shall be and are covenants running with the Property, encumbering the Property for the term of this Declaration, binding upon the Owner's successors in title and all subsequent owners of the Property, (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner and its respective successors and assigns during the term of this Declaration.

5. Any and all requirements of the laws of the State to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the land. For the term of this Declaration, each and every contract, deed, or other instruments hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract or deed or other instruments hereafter executed conveying the Property or portion thereof provided that such conveyance is subject to this Declaration.

6. The invalidity of any clause, part or provision of this Declaration shall not affect the validity if the remaining portions thereof.

7. The obligations of Owner under this Agreement are limited obligations, payable solely from revenues, receipts, money and investments of Owner with respect to the Leased Units and to property of Owner consisting of the Leased Units, and not from any other property, revenues, receipts, money or investments. The obligations of Owner under this Agreement are not obligations of any general or limited partner of Owner and no general or limited partner of Owner shall have any obligation to make or fulfill any obligation to make any capital contribution or loan to Owner for the purpose of its meeting any obligation or making any payment pursuant to this Agreement.

8. In the event that the Project is found not eligible for Public Housing Capital Funds or HOPE VI Capital Funds or not found initially eligible for Public Housing operating subsidy, this Declaration of Restrictive Covenants shall be of no effect.

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IN WITNESS WHEREOF, the Owner has caused this Agreement to be signed by its duly authorized members, as of the day and year first above written.

**OWNER:**

**AUTHORITY:**

**Hearts United Limited Partnership,**  
an Illinois limited partnership

**Chicago Housing Authority,**  
an Illinois municipal corporation

By: Fred L. Bonner  
Fred L. Bonner  
Bonheart Development Corporation  
Managing General Partner

By: Joseph Shuldiner  
Joseph Shuldiner  
Executive Director

Property of Cook County Clerk's Office

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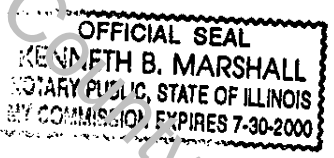
STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Fred L. Bonner, personally known to me to be the President of Bonheur Development Corporation, Inc., an Illinois corporation, a general partner ("Manager") of Hearts United Limited Partnership, an Illinois limited partnership (the "Owner"), and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument pursuant to authority given and as his free and voluntary act, and as the free and voluntary act and deed of the Owner for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27<sup>TH</sup> day of JANUARY, 1999.

*Kenneth B. Marshall*  
Notary Public

My Commission Expires:  
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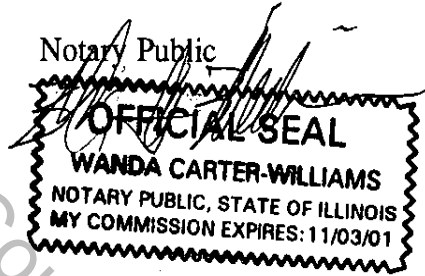
STATE OF ILLINOIS        )  
                                       )        SS.  
 COUNTY OF COOK         )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Joseph Shuldiner, personally known to me to be the Executive Director of Chicago Housing Authority (the "Authority"), and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Joseph Shuldiner, he signed and delivered the said instrument pursuant to authority given by the CHA Board of Commissioner and as his free and voluntary act, and as the free and voluntary act and deed of the Authority for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27<sup>th</sup> day of January, 1999.

My Commission Expires:

November 3, 2001



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**Exhibit A  
Legal Description  
Hearts United Apartments**

**Parcel 1: (Site 2)**

That part of Lots 34 to 38, inclusive, (except the East 24 feet 8 1/2 inches of said Lot 38) in Dobbin's Subdivision of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, lying South of the Easterly extension of a line 4.00 feet (measured perpendicularly) South of and parallel with the North line of Lot 26 in T. M. Oviatt's Resubdivision of Lots 29 to 33, inclusive, in Dobbin's Subdivision, aforesaid, in Cook County, Illinois.

P.I.N.: Parts of 20-03-215-019, 20-03-215-031, 20-03-215-032 and 20-03-215-033

Old Address: 722-748 E. Bowen Avenue, Chicago, IL

New Address: 722-748 E. Bowen Avenue, Chicago, IL

**Parcel 2: (Site 4)**

The East 75 feet of Lot 1 (except the South 12 feet thereof taken for alley) in Block 2 in Saltonstall & Russell's Subdivision of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-03-404-004 and 20-03-404-005

Old Address: 655-661 E. 43rd Street, Chicago, IL

New Address: 655 E. 43rd Street, Chicago, IL

**Parcel 3: (Site 5)**

The East 80 feet of the South 116 feet of Lot 20 in Margaret Johnston's Subdivision of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-03-225-045

Old Address: 652-58 E. 43rd Street / 4250-56 S. Langley Avenue, Chicago, IL

New Address: 654 E. 43rd Street, Chicago, IL

Parcel 4: (Site 6A)

The South 1/2 of Lot 6 and that part of Lot 7 lying North of a straight line drawn from a point on the West line of said Lot 7, 13.53 feet North of the Southwest corner thereof, to a point on the East line of said Lot 7, 13.49 feet North of the Southeast corner thereof, in County Clerk's Division of Lots 1, 3 and 5 to 23, inclusive, in Resubdivision of Lots 9 to 16 in Margaret Johnston's Subdivision of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-03-226-008 and Part of 20-03-226-009

Old Address: 4223-4227 S. Langley Avenue, Chicago, IL

New Address: 4225 S. Langley Avenue, Chicago, IL

Parcel 5: (Site 6B)

Lots 1 and 2 in Owner's Subdivision of Lots 8, 9, 10 and part of Lot 11 in County Clerk's Division of Lots 1, 3 and 5 to 23, inclusive, in Resubdivision of Lots 9 to 16 in Margaret Johnston's Subdivision of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Also,

That part of Lot 7 lying South of a straight line drawn from a point on the West line of said Lot 7, 13.53 feet North of the Southwest corner thereof, to a point on the East line of said Lot 7, 13.49 feet North of the Southeast corner thereof, in County Clerk's Division of Lots 1, 3 and 5 to 23, inclusive, in Resubdivision of Lots 9 to 16 in Margaret Johnston's Subdivision of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-03-226-010, 20-03-226-011 and Part of 20-03-226-009

Old Address: 4229-4233 S. Langley Avenue, Chicago, IL

New Address: 4231 S. Langley Avenue, Chicago, IL

Parcel 6: (Site 7A)

Lots 2, 3 and that part of Lot 4 lying North of a line 59.00 feet, as measured at right angles, North of and parallel with the South line of Lot 5, all in County Clerk's Division of Lots 1, 3 and 5 to 23, inclusive, in Resubdivision of Lots 9 to 16 in Margaret Johnston's Subdivision of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-03-226-002, 20-03-226-003, 20-03-226-004 and Part of 20-03-226-005

Old Address: 4205-4213 S. Langley Avenue, Chicago, IL

New Address: 4207-4211 S. Langley Avenue, Chicago, IL

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Parcel 7: (Site 7B)

All of Lot 5 and that part of Lot 4 lying South of a line 59.00 feet, as measured at right angles, North of and parallel with the South line of said Lot 5, all in County Clerk's Division of Lots 1, 3 and 5 to 23, inclusive, in Resubdivision of Lots 9 to 16 in Margaret Johnston's Subdivision of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-03-226-006 and Part of 20-03-226-005

Old Address: 4215-4219 S. Langley Avenue, Chicago, IL

New Address: 4217 S. Langley Avenue, Chicago, IL

Parcel 8: (Site 9)

Lots 43 to 46, inclusive, in Rice & Valentine's Subdivision of Lots 11 to 20, inclusive, in Dobbin's Subdivision of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-03-218-049, 20-03-218-050 and 20-03-218-058

Old Address: 642-650 E. 42nd Street, Chicago, IL

New Address: 644-648 E. 42nd Street, Chicago, IL

Parcel 9: (Site 10)

Lots 17 and 18 in Rice & Valentine's Subdivision of Lots 11 to 20, inclusive, in Dobbin's Subdivision of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-03-218-009 and 20-03-218-010

Old Address: 619-621 E. Bowen Avenue, Chicago, IL

New Address: 619-621 E. Bowen Avenue, Chicago, IL

Parcel 10: (Site 11)

Lot 4 in Bair's Subdivision of the East 55 feet of Lot 4 and the West 20 feet of Lot 5 in Parker's Subdivision of Lot 22 and the South 1/2 of Lots 23 to 26, inclusive, in Dobbin's Subdivision of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.



Also,

Lot 3 (except the West 25 feet thereof) and Lot 4 (except the East 55 feet thereof) in Parker's Subdivision of Lot 22 and the South 1/2 of Lots 23 to 26, inclusive, in Dobbin's Subdivision of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-03-214-032, 20-03-214-033 and 20-03-214-034

Old Address: 616-620 E. Bowen Avenue, Chicago, IL

New Address: 618 E. Bowen Avenue, Chicago, IL

Parcel 11: (Site 12)

Lots 6 and 7 in McKeever's Resubdivision of the North 1/2 of Lots 23 to 26, inclusive, in Dobbin's Subdivision of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-03-214-011 and 20-03-214-012

Old Address: 621-623 E. 41st Street, Chicago, IL

New Address: 621 E. 41st Street, Chicago, IL

Parcel 12: (Site 13)

The West 17.5 feet of Lot 1 and all of Lots 2 and 3 in McKeever's Resubdivision of the North 1/2 of Lots 23 to 26, inclusive, in Dobbin's Subdivision of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-03-214-015 and 20-03-214-016

Old Address: 633-635 E. 41st Street, Chicago, IL

New Address: 635 E. 41st Street, Chicago, IL

Parcel 13: (Site 14)

Lots 1, 2, 3 and 4 (except that part of said Lots taken for alley) in Burchell & Christian's Subdivision of the East 133.7 feet of Lot 4 in Block 2 in Saltonstall & Russell's Subdivision of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-03-404-021, 20-03-404-022, 20-03-404-023 and 20-03-404-024

Old Address: 4312-4324 S. Langley Avenue, Chicago, IL

New Address: 4312-4320 S. Langley Avenue, Chicago, IL

Parcel 14: (Site 16)

Lots 17 to 20, inclusive, (except that part of said lots taken or used for 41st Street) and Lot 21 (except the East 10 feet thereof and except that part taken or used for 41st Street) in Block 2 in McKey's Addition to Hyde Park in the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-03-210-039, 20-03-210-040, 20-03-210-041 and 20-03-210-042

Old Address: 524-532 E. 41st Street, Chicago, IL

New Address: 524-530 E. 41st Street, Chicago, IL

Parcel 15: (Site 17)

Lots 24, 25 and the West 5 feet of Lot 26 in Will H. Moore's Resubdivision of Block 1 (and vacated alleys in said block) in George S. Bowen's Subdivision of the North 1/2 of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 20-03-213-024 and 20-03-213-025

Old Address: 522-526 E. Bowen Avenue, Chicago, IL

New Address: 522 E. Bowen Avenue, Chicago, IL

Parcel 16: (Parking Lot)

That part of Lots 34 to 37, inclusive, in Dobbin's Subdivision of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, lying North of the Easterly extension of a line 4.00 feet (measured perpendicularly) North of and parallel with the South line of Lot 1 in T. M. Oviatt's Resubdivision of Lots 29 to 33, inclusive, in Dobbin's Subdivision, aforesaid, in Cook County, Illinois.

P.I.N.: Parts of 20-03-215-019, 20-03-215-031, 20-03-215-032 and 20-03-215-033

Old Address: 724-748 E. Bowen Avenue, Chicago, IL

New Address: None

Parcel 17: (Alley)

Easement for access, ingress and egress for the benefit of Parcels 1 and 16, created by Declaration of Easements, dated January 1, 1999, and recorded in the office of the Cook County Recorder on January 28, 1999, as Document No. 99093859, executed by Hearts United Limited Partnership, an Illinois limited partnership, over the following property:

That part of Lots 34 to 38, inclusive, in Dobbin's Subdivision of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, lying North of the Easterly extension of a line 4.00 feet (measured perpendicularly) South of and parallel with the North line of Lot 26 in T. M. Oviatt's Resubdivision of Lots 29 to 33, inclusive, in Dobbin's Subdivision, aforesaid, and lying

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South of the Easterly extension of a line 4.00 feet (measured perpendicularly) North of and parallel with the South line of Lot 1 in said T. M. Oviatt's Resubdivision, in Cook County, Illinois.

P.I.N.: Parts of 20-03-215-019, 20-03-215-031, 20-03-215-032 and 20-03-215-033

Old Address: 724-748 E. Bowen Avenue, Chicago, IL

New Address: None

Property of Cook County Clerk's Office