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Doc#: 1308022091 Fee: \$48.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/21/2013 02:49 PM Pg: 1 of 6

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

HOWARD S. DAKOFF, ESQ.
LEVENFELD, PEARLSTEIN, LLC
2 NORTH LASALLE, SUITE 1300
CHICAGO, ILLINOIS 60602

(This Space for Recorder's Use Only)

TWENTIETH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE METROPOLIS CONDOMINIUM ASSOCIATION

This Twentieth Amendment ("Leasing Amendment") to the Declaration of Condominium Ownership for The Metropolis Condominium Association is made and entered into this 24th day of January, 2013, by the Board of Directors of The Metropolis Condominium Association, ("Board").

WITNESSETH:

The property as described on Exhibit A, attached hereto and made a part hereof, was submitted to the provisions of the Illinois Condominium Property Act (the "Act") pursuant to the Declaration of Condominium Ownership for the Metropolis Condominium Association, recorded in the Cook County Recorder of Deeds Office April 19, 2006, as Document No. 0610912071 (the "Declaration"), as subsequently amended;

The Board and the Unit Owners desire to amend the Declaration to maintain the Association as a residential condominium by limiting the leasing of Units to others as a regular practice of business, speculative, or other similar purposes; but to permit leases only subject to certain exceptions and for hardship exceptions; and

Section 13.08 of the Declaration provides that the provisions of the Declaration may be amended, modified, or otherwise rescinded in whole or in part by (a) a written instrument signed and acknowledged by the President or a Vice-President of the Association; (b) approved by the Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a meeting called for that purpose; (c) provided, however, that all First Mortgagees who have requested to receive notice of amendments have been notified by certified mail of any change, modification or rescission, (d) an affidavit of the Secretary of the Association certifying to such mailing, (e) pursuant to Section 11.01(e) of the Declaration, fifty-one (51%) percent of the First Mortgagees approval is obtained to amend Declaration provisions concerning leasing which would be binding on First Mortgagees, and (f) recording the amendment in the Office of the Recorder of Deeds of Cook County, Illinois.

The Leasing Amendment set forth below has been approved by the affirmative vote of Voting Members (either in person or by proxy) representing at least sixty-seven (67%) percent of the total vote and First Mortgages, in the aggregate, of at least fifty-one (51%) percent of the votes in the Association, as set forth in Exhibit B.

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NOW, THEREFORE, the Declaration is amended as follows:

1. Section 12.02 of the Declaration is deleted in its entirety and replaced with the following:

“LEASING OF UNITS

(a) After the date of recording this Leasing Amendment (“Effective Date”), in order to prevent further transience and to preserve the residential character of the Association, all future Unit Owners and contract purchasers of each Unit in the Association shall occupy and use such Unit as a private dwelling for his or her immediate family, and for no other purpose, including business purposes, subject to the exceptions set forth below. Tenancy or leasing by a Unit Owner to an immediate family member without the Unit Owner occupying the Unit shall be exempt from this Leasing Amendment. “Immediate Family Member” is defined as a parent, spouse, child (natural or adopted), grandparent, grandchild or sibling of a Unit Owner.

(b) Upon the Effective Date, all current Unit Owners of Units in the Building may continue to lease their Units for the duration of their Unit ownership; however, no Units purchased or conveyed after the Effective Date may be leased unless the number of leased Units is less than or equal to thirty percent (30%) of the Units in the Building. Any Unit lease, sublease or assignment in effect upon the Effective Date of this Amendment may be renewed or extended with the current lessee, sublessee or assignee. Upon the sale or conveyance of any Units after the Effective Date, the aforementioned exemption in this subsection (b) hereof shall expire and the subsequent Unit Owner(s) shall either take possession of the Unit or maintain the Unit as a vacant Unit.

(c) Once the number of leased Units in the Building is less than or equal to thirty percent (30%) of the total number of Units in the Building, the Board shall maintain a list of leased Units (“List A”) and Unit Owners wishing to lease their Units (“List B”) for determining the thirty percent (30%) limitation. When a Unit is leased or subleased or such lease assigned, the Unit will be on List A, but cannot be on List B. Upon termination of the lease, sublease or assignment, the Unit Owner may request his/her Unit to be listed on List B. Unit Owners on List B shall be notified by the Board of the ability to lease the Unit in the order that they notified the Board of their intent to lease their Unit. For Units purchased or conveyed after the Effective Date, upon the termination of the tenancy of a lessee, sublessee or assignee for any reason whatsoever, the Unit Owner shall be bound by the provisions of this Section 12.02

(d) To avoid undue hardship, the Board may, in its sole discretion, grant permission to a Unit Owner to lease his or her Unit once to a specified lessee for a period not to exceed one (1) year. Upon a showing of continued hardship by the Owner, the Board may, in its sole discretion, permit an additional renewal lease of a Unit for a period of one (1) year, but no longer after such renewal.

To lease a Unit pursuant to a hardship exception, or obtain a lease renewal within the numerical limitation cited above, a Unit Owner (and/or contract purchaser) must submit a written application to the Board. The application must contain facts and documents showing the hardship to justify the lease. The Board shall respond to each application within thirty (30) days, or a reasonable period of time, by granting or denying the lease application. The Board has the sole discretion to approve all applications for leases or lease renewals, and any decisions of the Board will bind the Unit Owner.

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(e) No Unit may be leased or subleased for transient or hotel purposes or for a term of less than one (1) year. Unit Owners shall deliver to the Board of Directors a written lease not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, for any permissible leases of the Unit.

At the Association's option, the Unit Owner shall remit to the Association a processing fee to be reasonably determined by the Association. The rights of any leasee or subleasee of the Unit shall be subject to, and each such lease or sublease shall be bound by, the covenants, conditions and restrictions set forth in this Declaration, By-Laws and Board rules and regulations and the failure of any leasee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any said obligations. If a sale, lease, devise or gift of any Unit is made by any Unit Owner, the purchaser, leasee, devisee or donee there under shall be bound by and subject to all of the obligations of such Unit Owner.

(f) The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating this leasing limitation."

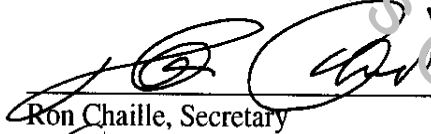
2. Except as expressly set forth herein, the Declaration shall remain in full force and effect. All capitalized terms used herein shall have the meaning afforded them in the Declaration unless otherwise specified.

IN WITNESS WHEREOF, the Board has duly executed this Leasing Amendment on the day and year first above written.

BOARD OF DIRECTORS OF THE METROPOLIS CONDOMINIUM ASSOCIATION



Kelly Dougherty, President



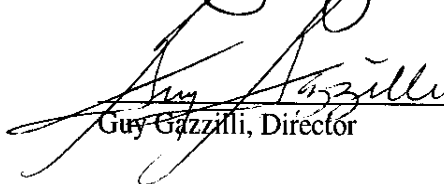
Ron Chaille, Secretary



Ed Wundrum, Treasurer



Greg Byrne, Director



Guy Gazzilli, Director

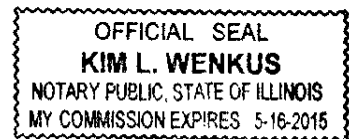
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kim L. Wenkus, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Kelly Dougherty, the President or Vice-President of The Metropolis Condominium Association, personally known to me to be the same persons whose names are subscribed to the foregoing Twentieth Amendment to the Declaration of Condominium Ownership for The Metropolis Condominium Association, appeared before me this day in person and acknowledged that they signed and delivered said Amendment as their free and voluntary act and as the free and voluntary act of The Metropolis Condominium for the uses and purposes set forth therein.

Given under my hand and notarial seal this 24th day of January, 2013.

Kim L. Wenkus
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

UNITS 400-407, 410, 424, 500-507, 510, 524, 600-607, 610, 700-707, 710, 800-810, 900-910, 1000-1010, 1100-1110, 1200-1210, 1400-1410, 1500-1510, 1600-1610, 1700-1710, 1800-1810, 1900-1910, 2000-2010, 2100, P1-109, P-L-1-14, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS IN METROPOLIS CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0610912071 IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERMANENT AND NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF EASEMENT, COVENANTS AND PARTY WALL AGREEMENT RECORDED JUNE 16, 2004 AS DOCUMENT 0416811234 AND AMENDMENT THERETO RECORDED JUNE 25, 2004 AS DOCUMENT 0417742330.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED JUNE 16, 2004 AS DOCUMENT 0416811235.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT RECORDED JANUARY 6, 2006 AS DOCUMENT 0600610119.

COMMONLY KNOWN AS: 8 W. Monroe Street, Chicago Illinois

PINs: 17-16-206-033-1001 through 17-16-206-033-1292

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EXHIBIT B


SECRETARY'S CERTIFICATION

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, Ron Chaille, being duly sworn on oath, do hereby state that:

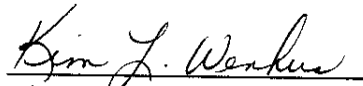
1. I am the duly elected, qualified and acting Secretary of The Metropolis Condominium ("Association").
2. I am the keeper of the corporate records of the Association.
3. That all First Mortgagees who have requested to receive notice of amendments have been notified by certified mail of any change, modification or rescission.
3. This Twentieth Amendment to the Declaration of Condominium Ownership for the Metropolis Condominium was approved by the affirmative vote of Voting Members (either in person or by proxy) representing at least sixty-seven (67%) percent of the total vote and First Mortgages in the aggregate of at least fifty-one (51%) percent of the votes in the Association.

FURTHER AFFIANT SAYETH NAUGHT.



 Ron Chaille, Secretary
 The Metropolis Condominium Association

Signed and sworn to me before me
this 19th day of February, 2013



 Kim L. Wenkus
 Notary Public

