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AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR 400 NORTH LASALLE CONDOMINIUM ASSIGNING PARKING SPACE # 304 FROM UNIT # 1606 TO UNIT # 3708

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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/03/2013 10:39 AM Pg: 1 of 6



THIS AMENDMENT TO THE DECLARATION is made on 9/3/13,
2007 by and between, Barry and Sharon Cooper, current owner of
CONDOMINIUM UNIT 1606 and PAUL M. RAFFATI L. STOLL, current
owner of CONDOMINIUM UNIT 3708.

RECITALS:

- A. 400 North LaSalle Street LLC, a Delaware limited liability company, as "Declaring" made and executed that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and the By-Laws for 400 North LaSalle, A Condominium dated as of October 14, 2005, and recorded October 14, 2006 as Document Number 0528710194 (the "Declaration"). Capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Declaration.
- B. Barry and Sharon Cooper is the legal Unit Owner of the property referred to in the Declaration as Unit 1606 and currently holds the exclusive right to use Parking Space 304, a Limited Common Element.
- C. No other Unit Owner currently has the right to use Parking Space 304.
- D. PAUL M. RAFFATI L. STOLL is the legal Unit Owner of the property referred to in the Declaration as Unit 3708.
- E. Pursuant to Article 2.05 of the Declaration allows:

A Parking Space may be assigned from one Unit to another as provided for and permitted under the Act in respect to the transfer of Common Elements, but only with the written consent of the Eligible Mortgagee of the assigning unit.

- F. Under the Illinois Condominium Property Act, IL ST CH 76 605/20 Transfer of limited common elements

Transfer of limited common elements. The use of limited common elements may be transferred between unit owners at their expense, provided that the transfer may be made only in accordance with the condominium instruments and the provision of this Act. Each transfer shall be made by an amendment to the declaration executed by all unit owners who are parties to the transfer and consented to by all other unit owners who have any right to use the limited common elements affected. The amendment shall contain

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a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the board of managers shall decide such reapportionment. No transfer shall become effective until the amendment has been recorded. Rights and obligations in respect to any limited common element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section.

Each limited common element may be identified on the plat by the distinguishing number or other symbol of the unit or units to which it is assigned, and its location in respect to the unit or units may also be shown or may be otherwise located in the declaration.

- G. The transfer of the exclusive right to use Parking Space 304 will not effect any changes in the parties' proportionate shares of Unit Ownership Percentage Interest as delineated in Exhibit C of the Declaration.
- H. The Parties desire to make certain provisions and make certain additions to the Declaration.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenant agreements contained herein, and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Pursuant to the Declaration and the Act, Darryl and Sharon Cooper is the Unit Owner of the property referred to in the Declaration as Unit 1606 and currently holds the exclusive right to use Parking Space 304, a Limited Common Element, hereby assigns all rights, title, and interest in Parking Space 304 to PAUL M. & PATTI L. STOLL the Unit Owner of Unit 3708.
2. PAUL M. & PATTI L. STOLL Unit Owner of Unit 3708 shall hold the exclusive right to use Parking Space 304, a Limited Common Element.
3. There are no corresponding percentage ownership interests changed by assigning Parking Space 304 from Unit 1606 to Unit 3708.
4. Parking Space 304 shall be severed from Unit 1606 and attached to Unit 3708.
5. Except as amended by this Amendment, the Declaration remains unmodified and in full force and effect. In the event of any ambiguity or inconsistency between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall be controlling.
6. The undersigned Unit Owners hereby certify that a copy of this Amendment has been delivered to the Board of Directors (Managers)

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in accordance with Section 26 of the Illinois Condominium Property Act.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first written above.

By:

By:

Michelle J Poethkow
Stacy Hall
Unit Owner

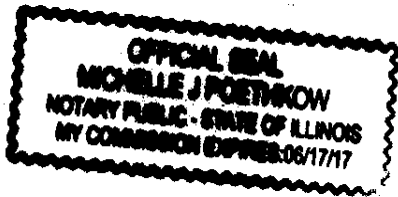
Ben Cooper
Stacy Cooper
Unit Owner

Subscribed and sworn to before me
This 3 day of September, 2013
Notary Public: *Michelle J Poethkow*

Subscribed and sworn to before me
This 3 day of September, 2013
Notary Public: *Michelle J Poethkow*

Commission Expires: 6-17-17

Commission Expires: 6-17-17



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CONSENT OF MORTGAGEE

_____, holder of a certain Mortgage (the
"Mortgage") on the Property dated as of _____ and
recorded in the Office of the Recorder of Deeds of Cook County, Illinois on
_____, as Document Number _____
and rerecorded on _____, as Document Number
_____ hereby consents to the assignment of the exclusive right
to the use of parking space _____, a limited common element as
delineated on the following described real estate in Parcel 1 and Parcel 2 of
Exhibit A from 400 North LaSalle Condominium Unit _____ to 400 North
LaSalle Condominium Unit _____ and agrees that the lien of the Mortgage
is subordinate to this Assignment and to the provisions of the Illinois
Condominium Property Act.

IN WITNESS WHEREOF has caused this consent of Mortgagee to be signed by
its duly authorized officer on its behalf at Chicago, Illinois on the _____ day
of _____, 20 .

Bank

By:

Its:

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said
County and State, do hereby certify that _____, as
_____ of _____, as such
appeared before me this day in person and acknowledged that he/she signed,
sealed and delivered said instrument as his/her free and voluntary act, and as the
free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notaries seal this _____ day of _____, 20

Notary Public _____ My Commission Expires: _____

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CERTIFICATE OF DELIVERY TO THE BOARD OF MANAGERS

400 North LaSalle, LLC, a Delaware Limited Liability Company, hereby certifies that, prior to the execution of the AMENDMENT TO THE DELCARATION OF CONDOMINIUM OWNERSHIP FOR 400 NORTH LASALLE CONDOMINIUMS LIMITED COMMEN ELEMENTS ASSIGNING PARKING SPACE 307 FROM UNIT 1606 OWNERSHIP TO UNIT _____ OWNERSHIP, a copy of the Notice of Intent to Amend required by the Act was delivered to the board of managers.

CONDOMINIUM ASSOCIATION SC
400 North LaSalle, LLC, a Delaware Limited Liability Company, here by certifies that, prior to the execution of the AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR 400 NORTH LASALLE CONDOMINIUMS LIMITED, COMMON ELEMENTS ASSIGNING PARKING SPACE 304 FROM UNIT 1606 OWNERSHIP TO UNIT 3708 OWNERSHIP, Unit Owner COOPER and Unit Owner STOLL have complied with the provisions of the Condominium Declaration and Rules and Regulations and that the Board consents to the Amendment to the Declaration.

Dated: 9/3, 2013

400 North LaSalle, ~~LLC~~, CONDOMINIUM ASSOCIATION BC SC
A Delaware Limited Liability Company

By: Diana Breting
Its: PROPERTY MANAGER

By: _____

I, Michelle J. Poethkow, a Notary Public in and for said County and State, do hereby certify that Diana Breting, as Property Manager (title) of Bank of America, as such appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 3 day of September, 2013

Notary Public

My Commission Expires: 6-17-17

