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**Doc#:** 1435619119 **Fee:** \$52.00  
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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/22/2014 02:27 PM Pg: 1 of 8

**AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
THE METROPOLITAN PLACE CONDOMINIUM ASSOCIATION**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership (hereafter the "Declaration") for The Metropolitan Place Condominium Association (hereafter the "Association"), which Declaration was recorded as Document No. 99214670 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part thereof.

This amendment is adopted pursuant to the provisions of Article 13, Section 13.07 of the aforesaid Declaration and Section 17 of the Illinois Condominium Property Act (the "Act"). Said provisions provide that this amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is signed and acknowledged by the President of the Association of the Board of Managers of the Association (the "Board"), and 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, and provided further that it contains an affidavit by the Secretary of the Board, certifying that a copy of the change has been sent by certified mail to all First Mortgagees.

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## RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to revise the definition of Parking Space to eliminate the one motor vehicle per Limited Common Element Parking Space limitation, to define Motor Vehicle, and to clarify the basis for the establishment of the monthly assessment to Owners of Parking Spaces; and

WHEREAS, the amendment has been signed and acknowledged by the President of the Board of the Association, and 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, and due notice having been provided to all First Mortgagees, all in compliance with Article 13, Section 13.07 of the Declaration and Section 17 of the Act.

NOW THEREFORE, Article 1, Section 1.17 of the Declaration of Condominium for The Metropolitan Place Condominium Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"1.17. Parking Space. That portion of the Limited Common Elements designed and intended for the parking of ~~one~~ motor vehicles. A "Standard Parking Space" is any Parking Space other than Parking Space P-61, P-66, P-67, P-82, P-124, P-125, P-140, P-159, or P-163."

NOW THEREFORE, Article 4, Section 4.12 of the Declaration of Condominium for The Metropolitan Place Condominium Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"4.12 Parking Area. (a) The Parking Area includes all Parking Spaces and certain other Limited Common Elements appurtenant thereto. The Parking Spaces, all of which having been allocated to Declarant and/or Developer, shall be allocated by Declarant (or Developer) to Units acquired by purchasers of Declarant's (or Developer's) Units, or by Developer to third parties in accordance with its then current marketing and sales program. Thereafter Parking Spaces may only be transferred in accordance with the terms of this Section 4.12. Further, the Declarant (or Developer), the Board or the Association may prescribe such rules and regulations with respect to the Parking Area as it may deem fit, all subject to the terms hereof and in compliance with the Act. Subject to compliance with the terms and conditions established for use of a Parking Space, the Unit Owner of the Parking Space shall have the right to use the

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Parking Space for the parking of ~~one~~ motor vehicles (such Parking Space being designated on the Plat, as amended). The Parking Spaces shall not be used to ~~park any vehicle other than the foregoing, nor~~ for any other purpose, including, without limitation, any repair work on, or exterior cleaning of, such vehicles. Vehicles cannot extend beyond the size of the Parking Space, extend or protrude into the traffic areas or be parked on the striped dividing line between two differently owned Parking Spaces. Bicycles stored in racks approved and installed by the Association in such Parking Space are permitted. Unit Owners shall have the right to Lease the Parking Spaces appurtenant to their Units, provided any such lease shall be with either another Unit Owner or an Occupant of another Unit in the Building and shall be for a term of not less than one (1) month. Unit Owners shall have the right to sell the Parking Spaces to another Unit Owner or third party; provided however, that if a Unit Owner elects to sell a Parking Space to third parties, a Unit Owner shall provide the Board with a right of first refusal to purchase said Parking Space.

(b)(i) The Owners of Parking Spaces shall be responsible for paying a monthly assessment attributable to the maintenance and upkeep of the Garage Facilities. The estimated Budget for the garage is attached as Exhibit H-1 and is a preliminary budget which does not include any amount for car washes, security personnel or valet service.

(ii) The current estimate for each Standard Parking Space is Forty Sixty and No/100 Dollars (\$40.00) (\$60.00) a month ("Standard Monthly Parking Space Assessment"), which Standard Monthly Parking Space Assessment shall be determined annually by the Board; however, the monthly assessment referred to hereinabove for the following Parking Spaces shall be as follows:

The Owner(s) of Parking Spaces P-124 and P-125 as of the date of recording this amendment shall pay 1.5 times the amount of the Standard Monthly Parking Space Assessment then in effect.

(iii) Upon the sale or transfer of the Parking Spaces identified in Subsection (b)(ii) above and/or this Subsection (b)(iii) occurring after the date of recording this amendment, the monthly assessment referred to hereinabove for such Parking Space shall be as follows:

The Owner(s) of Parking Spaces P-61, P-66, P-67, P-82, P-124, P-125, P-140, P-159, and P-163 shall pay 1.75 times the amount of the Standard Monthly Parking Space Assessment then in effect.

(iv) Notwithstanding the foregoing, if any law or other governmental action prohibits or substantially impairs the Unit Owner of Parking Space P-61, P-66, P-67, P-82, P124, P125, P-140, P-159, or P-163 from using a substantial portion of said Parking Space as determined by the Board, the monthly assessment for said Parking Space shall be the amount of the Standard Monthly Parking Space Assessment then in effect."

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NOW THEREFORE, Article 7, Section 7.01(a) of the Declaration of Condominium for The Metropolitan Place Condominium Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"(a) Each Unit or any two or more adjoining Units used together shall be used for residential purposes only and each Parking Space shall be used only for the parking of ~~one~~ motor vehicles. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit owner, including, without limitation, walls separating said Units and hallways serving only said Units, may be altered, removed or made part of said Units to afford ingress and egress to and from such adjoining Units, and new walls obstructing such hallways may be added to the Common Elements; provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Unit Owner shall furnish to the Board not less than thirty (30) days prior to the date the Unit Owner desires to commence such work all plans detailing the work to be done; (iii) the Board consents to the performance of such work and grants permission to the Unit Owner to use such Common Elements as Limited Common Elements; (iv) the expense of such alterations shall be paid in full by the Unit Owner making such alterations; and (v) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together; provided, however, that the foregoing subsections (ii) and (iii) shall not apply to the Developer or to the Declarant."

The individual provisions of this amendment to Article 1, Section 1.17, Article 4, Section 4.12, and Article 7, Section 7.01(a) of the Declaration are intended to be contingent on the validity of all of the provisions of the amendments to those provisions of the Declaration. To the extent that an individual provision of this amendment is deemed invalid, then the entire amendment shall be deemed invalid.

Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

END OF TEXT OF AMENDMENT

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## PRESIDENT'S SIGNATURE PAGE

STATE OF ILLINOIS       )  
  )SS  
COUNTY OF COOK       )

I, Charles Menghini, am the President of the Board of Managers of The Metropolitan Place Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.

EXECUTED this 23<sup>rd</sup> day of OCTOBER, 2014.

BY: Charles Menghini  
President

SUBSCRIBED AND SWORN to  
before me this 23<sup>rd</sup> day  
of October 2014

Kimberly E. Rincon  
Notary Public



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## SECRETARY'S CERTIFICATION AS TO UNIT OWNER APPROVAL

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF COOK       )

I, JAMES RUSSELL, state that I am the Secretary of the Board of Managers of The Metropolitan Place Condominium Association, an Illinois not-for-profit corporation and condominium, and as such Secretary and the keeper and custodian of the books and records of said condominium, I hereby certify that the foregoing amendment to the Declaration of Condominium Ownership for The Metropolitan Place Condominium Association was approved by Unit Owners having, in the aggregate, at least sixty seven percent (67%) of the total vote, at a special meeting of the Unit Owners duly noticed, convened and held for that purpose on 10/23, 2014 at which a quorum was present throughout, and that such approval by the Unit Owners has not been altered, modified or rescinded in any manner but remains in full force and effect.

BY: James Russell

Secretary

DATE: 10/23, 2014

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## SECRETARY'S AFFIDAVIT OF NOTICE TO MORTGAGEES

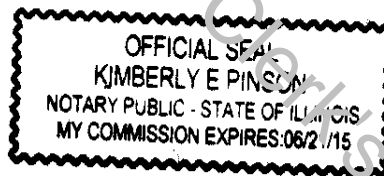
STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF COOK       )

I, James Russell, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of The Metropolitan Place Condominium Association, an Illinois not-for-profit corporation and condominium, and that pursuant to Article 13, Section 13.07 of the Declaration of Condominium Ownership for said condominium, written notice of the foregoing amendment has been sent by certified mail to all First Mortgagees.

James Russell  
Secretary

SUBSCRIBED AND SWORN to  
before me this 2<sup>nd</sup> day  
of December 2014

Kimberly E. Pinson  
Notary Public



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## EXHIBIT A LEGAL DESCRIPTION

UNITS 201, 202, 203, 204, 205, 206, 207, 208, 209, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 9A, 9B, 9C, 9D, 9E, 9F, 9G, 9H, 9I, 9J, 9K, 9L, 9M, 9N, 9O, 9P, 9Q, 9R, 9S, 9T, 9U, 10B, 10D, 10H, 10I, 10J, 10K, 10P, 10S, 10T

AS DELINEATED ON THE SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATE:

PARTS OF BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY AS DOCUMENT NO. 99214670, ALL IN COOK COUNTY, ILLINOIS.

Commonly Known As: 130 South Canal Street  
Chicago, Illinois 60605

Permanent Index Number: 17-16-108-033-1001  
through and including: 17-16-108-033-1212