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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
WILLIAM J. LAPELLE
LAW OFFICES OF WILLIAM J. LAPELLE PC
ONE NORTHFIELD PLAZA #528
NORTHFIELD, ILLINOIS 60093



Doc# 1720722019 Fee \$54.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/26/2017 03:06 PM PG: 1 OF 9

(This Space for Recorder's Use Only)

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

This First Amendment ("First Amendment") to the Declaration of Covenants, Conditions, Restrictions and Easements, is made and entered into this 20 day of March, 2017, by the One Place Condominium Association ("One Place") and South Loop Shops, LLC ("South Loop").

WITNESSETH:

The Property as described on Exhibit A, attached hereto and made a part hereof, consists of the Residential Property as defined in the Declaration, controlled by One Place and the Commercial Property as defined in the Declaration, controlled by South Loop, was submitted to the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements, recorded with the Cook County Recorder of Deeds on September 5, 2008, as Document No. 0824931089 (the "Declaration"); and

One Place and South Loop (jointly the "Owners") desire to amend the Declaration to reallocate the cost allocations to conform to the actual operating experience for the Building; and

The Declaration, at Article 24.4 provides that the provisions of the Declaration may be amended by an instrument signed by the Owners and holders of first mortgages on the Commercial Property.

The First Amendment set forth below has been signed by the Owners and holders of first mortgages on the Commercial Property.

NOW, THEREFORE, the Declaration is amended as follows:

A. Exhibit 6.1(o) is amended by adding new sub-paragraphs 11 and 12 as follows:

"11. Second Floor Tenant Costs: Notwithstanding any provision to the contrary contained in this Declaration, One Place will bill back to South Loop \$125 per month for reimbursement of second floor tenant costs. On the fifth anniversary of the date of this agreement and every fifth anniversary thereafter, the amount payable will be increased or decreased base upon the Consumer Price Index, Chicago-Gary-Kenosha, (or similar index if the named index is not available) with January 2017, being the base level.

Bm

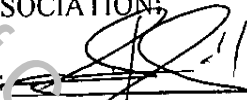
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12. Garage (Commercial) Stairwells: Notwithstanding any provision to the contrary contained in this Declaration, One Place will bill back to South Loop \$200 per month for electricity and heating costs for two garage (commercial) stairwells. On the fifth anniversary of the date of this agreement and every fifth anniversary thereafter, the amount payable will be increased or decreased base upon the Consumer Price Index, Chicago-Gary-Kenosha, (or similar index if the named index is not available) with January 2017, being the base level.

B. Except as expressly set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Board and approving Unit Owners have duly executed this Amendment on the day and year first above written.

ONE PLACE CONDOMINIUM
ASSOCIATION:

By: 
Sufyan Sohel, President

SOUTH LOOP SHOPS, LLC:

X By: _____

SOUTH LOOP Lender:

Wells Fargo Bank, National Association, as Trustee for the benefit of the Holders of Morgan Stanley Bank of America Merrill Lynch Trust 2013-C9, Commercial Mortgage Pass-Through Certificates Series 2013-C9,

By: Midland Loan Services, a division of PNC Bank, National Association as its Master Servicer and attorney in fact

By: _____

Name: _____

Title: _____

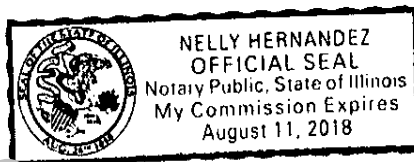
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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Sufyan Sohel, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Sufyan Sohel, President of ONE PLACE CONDOMINIUM ASSOCIATION, personally known to me to be the same person whose name is subscribed to the foregoing First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements, appeared before me this day in person and acknowledged that he signed and delivered said Amendment as his free and voluntary act and as the free and voluntary act of ONE PLACE CONDOMINIUM ASSOCIATION for the uses and purposes set forth therein.

Given under my hand and notarial seal this 20th day of March, 2017.

[Signature]
Notary Public



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12. Garage (Commercial) Stairwells: Notwithstanding any provision to the contrary contained in this Declaration, One Place will bill back to South Loop \$200 per month for electricity and heating costs for two garage (commercial) stairwells. On the fifth anniversary of the date of this agreement and every fifth anniversary thereafter, the amount payable will be increased or decreased base upon the Consumer Price Index, Chicago-Gary-Kenosha, (or similar index if the named index is not available) with January 2017, being the base level.

B. Except as expressly set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Board and approving Unit Owners have duly executed this Amendment on the day and year first above written.

ONE PLACE CONDOMINIUM
ASSOCIATION:

By: _____
Sufyan Sohel, President

SOUTH LOOP SHOPS, LLC:

X By: Wanda Chertow

SOUTH LOOP Lender:

Wells Fargo Bank, National Association, as Trustee for the benefit of the Holders of Morgan Stanley Bank of America Merrill Lynch Trust 2013-C9, Commercial Mortgage Pass-Through Certificates Series 2013-C9,

By: Midland Loan Services, a division of PNC Bank, National Association as its Master Servicer and attorney in fact

By: _____

Name: _____

Title: _____

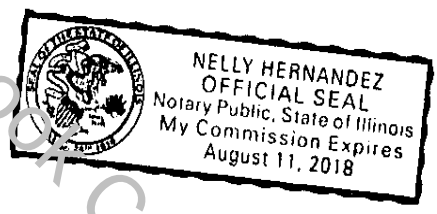
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Nelly Hernandez, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Wayne Chambers, Managing Member of SOUTH LOOP SHOPS, LLC, personally known to me to be the same person whose name is subscribed to the foregoing First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements, appeared before me this day in person and acknowledged that he signed and delivered said Amendment as his free and voluntary act and as the free and voluntary act of SOUTH LOOP SHOPS, LLC for the uses and purposes set forth therein.

Given under my hand and notarial seal this 17th day of March, 2017.

Nelly Hernandez
Notary Public



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12. Garage (Commercial) Stairwells: Notwithstanding any provision to the contrary contained in this Declaration, One Place will bill back to South Loop \$200 per month for electricity and heating costs for two garage (commercial) stairwells. On the fifth anniversary of the date of this agreement and every fifth anniversary thereafter, the amount payable will be increased or decreased base upon the Consumer Price Index, Chicago-Gary-Kenosha, (or similar index if the named index is not available) with January 2017, being the base level.

B. Except as expressly set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Board and approving Unit Owners have duly executed this Amendment on the day and year first above written.

ONE PLACE CONDOMINIUM
ASSOCIATION:

By: _____
Sufyan Sohel, President

SOUTH LOOP SHOPS, LLC:

By: _____

CONSENTED TO BY SOUTH LOOP
LENDER:

Wells Fargo Bank, National Association, as Trustee for the benefit of the Holders of Morgan Stanley Bank of America Merrill Lynch Trust 2013-C9, Commercial Mortgage Pass-Through Certificates Series 2013-C9,

By: Midland Loan Services, a division of PNC Bank, National Association as its Master Servicer and attorney in fact

By: _____

Name: Gregory L. McFarland

Title: Senior Vice President

Title: Servicing Officer

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STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 21st day of March, 2017, before me, a Notary Public in and for the State of Kansas, personally appeared Gregory L. McFarland, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that he is the Senior Vice President and Servicing Officer of Midland Loan Services, a division of PNC Bank, National Association to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

(seal)



Matthew P. Miller

(Print Name) Matthew P. Miller
NOTARY PUBLIC in and for the State of Kansas.

My appointment expires 7/31/2019

Property
Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

UNITS 301-311; 401-411; 501-511; 601-611; 701-711; 801-811; 901-911; 1001-1019; AND P-1 TO P-81 IN THE ONE PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0824931090 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 17-15-304-060-1001 - 17-15-304-060-1081.

COMMONLY KNOWN AS 1 EAST EIGHT STREET
CHICAGO IL 60605

