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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:59.00 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 Anendment ("First Amendment") to the Declaration of Covenants, Conditions, Restrictions and Easements, is made and entered into this 20 day of 10 made 10 made

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 norders 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.

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- Garage (Commercial) Stairwells: Notwithstanding any provision to the contrary 12. 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.
- and Except as 6 effect.

cuted IN WITHESS W. this Amendment or the de

expr	essly set forth herein, the Declaration shall remain in full force
HER ay ar	EOF, the Board and approving Unit Owners have duly executed year first above written.
C	ONE PLACE CONDOMINIUM ASSOCIATION: By: Suffyan Sohel, President
メ	SOUTH LOCP SHOPS, LLC: By:
	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. Sufuan 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 ray hand and notarial seal this
Mull
Notary Public No
NELLY HERNANDEZ
OFFICIAL SEAL Notary Public, State of Illinois
My Commission Expires August 11, 2018
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Colly Clert's
0,
Office.
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- 12. <u>Garage (Commercial) Stairwells</u>: 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 WIPNESS WHEREOF, the Board and approving Unit Owners have duly executed this Amendment on the day and year first above written.

aay a	and year first above written.
×_	ONE PLACE CONDOMINIUM ASSOCIATION:
	Ey:Sufyan Sohel, President
	SOUTH LOOP SHOPS, LLC:
X	By: Warne Clerky
	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 ÇOOK)
1. Newly Hernandez a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY THAT Wound of 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 gelivered said Amendment as his free and voluntary act and as the free and voluntary
act of SQUIF LOOP SHOPS, LLC for the uses and purposes set forth therein.
Given under the naid and notarial seal this day of May Ch, 2017.
Nature Bullian
Notary Public
NELLY HERNANDEZ OFFICIAL SEAL
My Commission
My Commission Expires August 11, 2018
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0,
$O_{\mathcal{E}_{\alpha}}$
August 11, 2018 August 11, 2018

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- 12. <u>Garage (Commercial) Stairwells</u>: 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 WINESS WHEREOF, the Board and approving Unit Owners have duly executed this Amendment or the day and year first above written.

id 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 Pank 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: Suppose of
Name: Gregory L. McFarland
Senior Vice President
Title: Servicing Officer

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STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this Ith 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)

NOTARY PUBLIC - Ptate of Kenses

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My appointment expires

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EXHIBIT A

LEGAL DESCRIPTION

UNITS 301-301; 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, PA COOK COUNTY, ILLINOIS.

PINS: 17-15-304-060-1001 - 17-15-304-069 1981.

COMMONLY KNOWN AS 1 EAST EIGHT STREET
CHICAGO IL 60605

1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

Email: surveys@certifiedsurvey.com

LEGAL DESCRIPTION

LEGAL DESCRIPTION

LEGAL DESCRIPTION

LEGAL DESCRIPTION

LEGAL DESCRIPTION

LOT / LEGEPHING PROM AND LOTS, THE WEST 27 FEST INTERIOR CONCORDING BY THE SELDTS 1 MD 2 OF LOT 2, SIB LOTS 1 MD 2 OF LOT 3, SIB LOTS 1 MD 2 OF LOT 4, MD PART OF SIB LOT 1 OF THE NORTH CLARATER OF LOT 7 LEGEPHING PROM AND LOTS, THE WEST 27 FEST INTERIOR OF COROLAR DOWN WINDOWS STATE STREET, HE MEDICAL SHE NOTHING TO CHARGE STATE THE HIRDS DOWN WINDOWS STATE STREET, HE MEDICAL SHE NOTHING STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STREET, HE MEDICAL SHE NOTHING STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STREET, HE MEDICAL SHE NOTHING STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STATE LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STATE LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE STATE LINE STATE STREET, HE WEST LINE OF SAD TRACT LINE STATE LINE STATE STATE LINE STATE STATE LINE STATE LINE STATE STATE LINE STATE LINE STATE STATE STATE LINE STATE LINE STATE STATE LINE STATE LINE STATE LINE STATE LINE OF SAD TRACT LINE STATE LINE STATE STATE LINE ST

REVISED FEBRUARY 6, 2013

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ORDER No. 130129 (Y)

ORDERED BY: MICHAEL KURTZON

DECIMALS OF FOOT AND THEIR EQUIVALENT IN INCHES AND FRACTIONS THEREOF.

PIN 17-15-304-058