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KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/13/2018 02:25 PM PG: 1 OF 8

**THIS DOCUMENT HAS BEEN
PREPARED BY, AND AFTER
RECORDATION SHOULD BE
RETURNED TO:**

**Kovitz Shifrin Nesbit
55 West Monroe Street
Suite 2445
Chicago, Illinois 60603
Attn: David M. Bendoff Esq.**

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 "1", which is attached hereto and made a part thereof.

This amendment is adopted pursuant to the provisions of Section 27(b) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27. The amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board of Directors of the Association at a meeting called for this purpose unless the Board of Directors' action is rejected by a majority of the votes of the unit owners at a meeting of the unit owners duly called for that purpose pursuant to a written petition of the unit owners having twenty percent (20%) of the votes of the Association filed within thirty (30) days after the action of the Board of Directors to approve the amendment.

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, Parking Spaces are Limited Common Elements pursuant to various provisions of the Declaration, including but not limited to, Article 1, Sections 1.12 and 1.17; and

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CCRD REVIEW

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WHEREAS, Article 3, Section 3.04 of the Declaration provides that "Each Unit Owner and Occupant shall have the right to (a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner or Occupant, *which right shall be appurtenant to and shall run with title to such Unit, and shall not be separated from such Unit...*"

WHEREAS, Article 2, Section 2.03 is internally inconsistent and it and Article 4, Section 4.12 of the Declaration are in error and inconsistent with Section 26 of the Act with respect to transfer of Limited Common Element Parking Spaces, insofar as those Sections of the Declaration purport to permit a Limited Common Element Parking Spaces to be transferred to a "third party" and not exclusively to a Unit Owner of a Unit, and the Board desires to correct the error and inconsistency between the Declaration and the Act; and

Whereas, Section 27(b) of the Act provides that if there is an omission, error, or inconsistency in a condominium instrument, such that a provision of a condominium instrument does not conform to the Act, the Association may correct the omission, error, or inconsistency to conform the condominium instruments to the Act by an amendment adopted by vote of two thirds (2/3) of the Board of Directors, without Unit Owner approval; and

WHEREAS, this amendment to the Declaration was approved by at least two-thirds (2/3) of the members of the Board of Directors of the Association at a duly called meeting held October 30, 2017; and

WHEREAS, the requisite number of unit owners failed to submit a written petition to the Board of Directors within thirty (30) days of the Board of Directors' action, as provided by Section 27(b)(3) of the Act;

NOW THEREFORE, Article 2, Section 2.03 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~~):

"2.03 Ownership of Parking Space. No Parking Space shall be sold, given, devised or otherwise transferred to any party other than a Unit Owner of a Unit, nor shall same be leased to any party other than a Unit Owner or Occupant of a Unit. The Declarant and the Developer shall have the right to grant the exclusive right to park in the Parking Spaces to Unit Owners ~~or third parties in accordance with its then current marketing and sales program, thereafter the sale of Parking Spaces shall be limited in accordance with the terms of Section 4.12 hereof.~~

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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 Parking Space for the parking of motor vehicles (such Parking Space being designated on the Plat, as amended). The Parking Spaces shall not be used 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 a 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.

(ii) The current estimate for each Standard Parking Space is Sixty and No/100 Dollars (\$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.

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(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, P-124, P-125, 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."

Except as expressly provided in this amendment, the remaining provisions of the Declaration are hereby confirmed and ratified and shall continue in full force and effect without change.

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PRESIDENT'S SIGNATURE PAGE

I CAROL M. NEITHARDT am the President of the Board of Directors 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 30 day of OCTOBER, 2017.

BY: 


President


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BOARD MEMBER APPROVAL


STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)


We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of The Metropolitan Place Condominium Association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby approve of and consent to this Amendment to the Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amendment at a duly called meeting of the Board of Directors of The Metropolitan Place Condominium Association held on October 30, 2017.


 Printed name: CAROL M. NEITHAMER

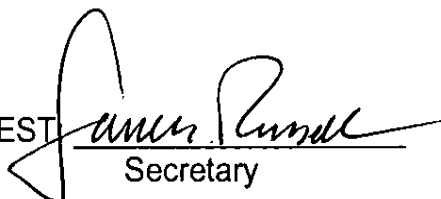

 Printed name: Carolyn A. Sheehy


 Printed name: Curtis D. Drayer


 Printed name: JAMES Russell


 Printed name: Arthur J. Tremaine

Being the members of
 the Board of Directors of The Metropolitan Place
 Condominium Association

ATTEST 
 Secretary

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AFFIDAVIT OF SECRETARY

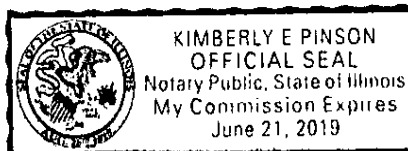
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, James Russell, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of The Metropolitan Place Condominium Association and as such Secretary and keeper of the books and records of said condominium I further state that the foregoing amendment was approved by at least two-thirds (2/3) of the members of the Board of Directors of said condominium, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on October 30, 2017 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amendment either was delivered personally to each unit owner at the Association or was sent to each unit owner in the Association at the address of the unit or such other address as the owner has provided to the Board of Directors for purposes of mailing notices. I further state the unit owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment to the Declaration.

James Russell
Secretary of
The Metropolitan Place Condominium Association

SUBSCRIBED AND SWORN to
before me this 29th day
of January, 2017 2018

Kimberly E. Pinson
Notary Public



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EXHIBIT "1" 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