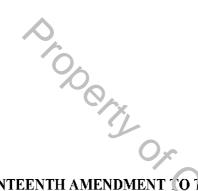
Doc#. 2117334273 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 06/22/2021 03:36 PM Pg: 1 of 16

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURNED TO:

HOWARD S. DAKOFF LEVENFELD PEARLSTEIN, LLC 2 NORTH LASALLE STREET, SUITE 1300 CHICAGO, IL 60602



For Official Use

SEVENTEENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE MICHIGAN AVENUE LOFTS CONDOMINIUM AND PROVISIONS RELATING TO CERTAIN NOT-CONDOMINIUM PROPERTY

This Seventeenth Amendment ("Amendment") to the Declaration of Condominium Ownership for the Michigan Avenue Lofts Condominium and Provisions Relating to Certain Non-Condominium Property, is made and entered into this <u>17th</u> day of <u>June</u> , 2021, by the Board of Directors ("Board") of the Michigan Avenue Lofts Condominium Association ("Association").

WITNESSETH:

The Board administers the Association property located in the City of Chicago, County of Cook, State of Illinois, legally described on Exhibit A attached hereto and made a part hereof;

The property was submitted to the provisions of the Illinois Condominium Property Act ("Act") pursuant to the Declaration of Condominium Ownership for the Michigan Avenue Lefts Condominium and provisions relating to Certain Non-Condominium Property recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 31, 1998 as Document Number 98774537 (the "Declaration"), as amended. All defined terms shall have the meaning ascribed to them in the Declaration unless otherwise defined:

The Board and the Unit Ownership desire to amend the Declaration to (i) revise the Declaration to allow the Commercial Property Owner to access and tie into the Association's water and sewer lines on the terms set forth herein; (ii) clarify the payment obligations of the Commercial Property Owner for certain services and utilities provided by the Association; (iii) revise the Cost Sharing Percentage as set forth herein; (iv) revise the Declaration for the Commercial Property Owner's responsibility for its windows, doors and entryways; (v) revise the Plat of Survey and update the Legal Description of the Commercial Property; (vi) revise the Declaration for removal of the Commercial Property Owner's access to and easement for the loading dock and the rooftop; (vii) revise the Declaration to prohibit various uses of the Commercial Property; (viii) revise the Declaration to require the Commercial Property Owner to cooperate with the Association in obtaining insurance so that there are no gaps in coverage; and (ix) ensure that the

Commercial Property does not lease, sell or assign/convey Parking Space No. B-13 to any person or entity other than a Unit Owner of the Association;

Part IV, Article Twelve, Section 12.03 of the Declaration states that the provisions of Part II of the Declaration may be modified by the affirmative vote of Voting Members or by an instrument executed by Unit Owners, representing at least 75% of the Undivided Interests. Further, Part III may be amended by an instrument executed by the Condominium Association, pursuant to action taken at a meeting of the Unit Owners approving the proposed amendment, and all Non-Condominium Property Owners. Such amendments are not effective until Recorded.

Part II, Article EIGHT, Section 8.02(a) of the Declaration requires that the Eligible Mortgagees holding in the aggregate First Mortgages on at least two-thirds (2/3rds) of the Unit Ownerships (by number) which are subject to First Mortgages held by Eligible First Mortgagees consent to the Amendment. ¹

The Amere'ment, which includes revisions to Part II and III of the Declaration, has been (i) signed and acknowledged by all members of the Board, (ii) approved by at least 75% of the Unit Owners and (iii) all Non-Condominium Property Owners, and (iv) consented to by Eligible Mortgagees holding in the aggregate First Mortgages car at least two-thirds (2/3rds) of the Unit Ownerships (by number) which are subject to First Mortgages held by Eligible First Mortgagees.

NOW, THEREFORE, the Leclaration is hereby amended as follows:

1. Article Two, Section 2.09 of the Declaration is deleted and replaced with the following:

Easement for Utilities

<u>Easement for Ounties</u>

- (a) The Residential Association and each of the Unit Owners shall have a perpetual easement for the continued existence, use, maintenance, regain and replacement of utilities located in the Real Estate including, without limitation, risers, pipes, conduit, wires and communication lines, which serve the Condominium Property.
- (b) The Commercial Property Owner shall have a perpetual casement for the installation, continued existence, use, maintenance, and repair of utility lines located or to be installed in the Real Estate, including, without limitation, risers, pipes, conduit, wires and communication lines, which serve the Commercial Property. Without limiting the foregoing, the Commercial Property Owner shall have a perpetual easement for (i) the installation, maintenance, repair and replacement of wires and cables in the Building and/or (ii) the installation, maintenance, repair and replacement of water and sewer lines that connect to the Residential Association's water and sewer lines, subject to the terms set forth in subsection (c) of this Section 2.09
- (c) Access to the Residential Association's water and sewer lines shall be subject to the following terms: (i) the Commercial Property Owner may not access the Residential Association's water and sewer lines unless and until the Residential Association's Board approves of detailed plans outlining any work to be performed or use and further subject to the approval of a duly licensed and bonded plumbing consultant or engineer qualified to conduct business in the State of Illinois designated by the Commercial Property Owner and submitted to the Residential Association and further, shall indemnify and hold harmless the Residential

¹ Pursuant to Part II, Article EIGHT, Section 8.02(b) the consent of a an Eligible Mortgagee shall be deemed granted unless the lien holder objects within thirty (30) days after a request for approval is made in writing and sent via certified mail, return receipt requested.

Association for any damages caused by such work. Such a review will be at the Commercial Property Owner's cost; (ii) the Commercial Property Owner shall exclusively bear all expenses related to water and sewer services that are tied into the Residential Association's water and sewer lines – such costs shall be sub-metered and billed with a net 30-day payment period, and the Commercial Property Owner shall pay any and all costs associated with the installation, maintenance, repairs or replacement of any such submeter(s); all maintenance, repair and/or replacement work shall be performed by licensed and insured tradesmen with evidence of current license and insurance provided to the Residential Association prior to any such work; (iii) the Commercial Property Owner shall ensure that the Residential Association is listed as a certificate holder on all parties' certificates of insurance with commercially reasonable insurance coverages; (iv) the Commercial Property Owner shall restore the Condominium Property to its original condition within 30 days of access at the Commercial Property Owner's expense if it is damaged or otherwise modified as a result of the Commercial Property's access to the A ssociation's water or sewer lines.

- (d) The Commercial Property Owner shall have a perpetual, non-exclusive easement for the continued existence, use, maintenance, and repair of utilities located in the Real Estate, including without umitation, risers, pipes, conduit, wires and communication lines, which serve the Commercial Property
- 2. Article Ten, Section 10.03 is amended by adding the following: The Commercial Property Owner shall cooperate with the Residential Association to obtain insurance so that there are no gaps in coverage of the respective properties.
- 3. Article Ten, Section 10.04 is deleted and replaced with the following:

Cost Sharing. The Commercial Property Cwner shall pay the Commercial Property Cost Sharing Percentage (defined below) of (a) the cost of the maintenance, repair and replacement of the roof of the Building, the Building Exterior, sidewalks adjacent to the Building and the Entry Access Areas, based on statements issued to the Commercial Property Owner by the Residential Association and (1) we following operating costs: fire protection, HVAC boiler maintenance contract, insurance, and security equipment. The Commercial Property Owner shall also pay the Commercial Property Cost Sharing Percentage in effect when each cost is incurred, regardless of when the cost is paid. For purposes hereof, the "Commercial Property Cost Sharing Percentage" shall be 0.003275 (.3275%) which was determined by dividing the Gross Floor Area of the Commercial Property by the Gross Floor Area of the Building, but in no event shall such the amount payable each year hereunder by the Commercial Property Owner be less han \$1,000.00 per year. Upon the recording of a Recharacterization Amendment which adds a portion of the Commercial Property to the Condominium Property or otherwise changes the Gross Floor Area of the Commercial Property, the Commercial Property Cost Sharing Percentage shall be changed to reflect the change and the Recharacterization Amendment shall state what the revised Commercial Property Cost Sharing Percentage shall be from and after the Recording thereof.

- 4. Article Ten, Section 10.05 is amended by adding the following: For all payments owed by the Commercial Property Owner to the Residential Association, the Commercial Property Owner shall pay \$50.00 per month in late fees and interest will be charged at 18% per annum (1.5% monthly) on all owed and unpaid amounts more than 30 days in arrears.
- 5. The following new Article Ten, Section 10.07 is added:

<u>Commercial Property's Exclusive Expenses</u>: The Commercial Property Owner shall exclusively bear the following expenses relating to the Commercial Property:

- (a) gas usage attributable to heating the Commercial Property. Such use shall be sub-metered and billed with a net 30-day payment period, and the Commercial Property Owner shall pay any and all costs associated with the installation, maintenance, repairs or replacement of such submeter(s);
- (b) water and sewer services that are tied into the water supply and sewer lines located on the Condominium Property. Such use shall be sub-metered and billed with a net 30-day payment period, and the Commercial Property Owner shall pay any and all costs associated with the installation, maintenance, repairs or replacement of such submeter(s); and
- (c) the Commercial Property Owner shall coordinate, at its sole expense, refuse collection for the Commercial Property. If Space for a dumpster is required, the Association agrees to rent, at a commercially reasonable price, exterior space to accommodate a standard dumpster along the west wall of the Building.
- 6. The following new Article Ten, Section 10.08 is added:

Commercial Property Prohibite 1 Uses. The following uses of the Commercial Property are hereby prohibited: a fire sale, backruptcy auction or going out of business sale, unless pursuant to a court order; a mor usey or funeral home; an establishment selling pornographic materials; an establishment selling guns or drug-related paraphernalia (including but not limited to marijuana and/o. c. annabis-related sales) or engaging in adult uses as defined by Chicago Zoning Ordinances: 2 bar tavern or restaurant which has more than 50% of its revenues from alcohol or which stays open past 12:00 a.m.; a flea market or pawn shop; a veterinary hospital or clinic or pet shop; a manufacturing facility; a currency exchange or payday loan store; a deep discount second hand or surplus store; or a theatre or video arcade.

7. The following new Article Ten, Section 10.09 is added:

<u>Parking Space Number B-13</u>. The Commercial Property Owner shall not lease, sell or assign/convey Parking Space Number B-13 to any Person other than a Unit Owner of the Association.

8. Except as expressly amended hereby, the Declaration shall remain in full force and effect in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

| NON-CONDOMINIUM PROPERTY OWNER NCB 900 MICHIGAN LLC By: ITS: | BOARD OF DIRECTORS OF THE MICHIGAN AVENUE LOFTS CONDOMINIUM ASSOCIATION Value Para Luclum Ly Ly Ly Ly Ly Ly Ly Ly Ly Ly |
|---|--|
| TC. |). |
| NON-CONDOMINIUM PROPERTY OWNER | 45. |
| NCB 900 MICHIGAN LLC | D _C |
| BY: | Op. |
| ITS: | TSO |

| | BOARD OF DIRECTORS OF |
|--------------------------------|---|
| | THE MICHIGAN AVENUE LOFTS |
| | CONDOMINIUM ASSOCIATION |
| | Title aun |
| | 1 days |
| | Carolins |
| | |
| | In I forth |
| | 110 = 0 1 1 |
| O | Merchan |
| 100 | カーティー |
| C/x | - ayou |
| | - National Park |
| DOOR CO | AVA |
| 9/- | |
| | • |
| | |
| 0/ | |
| 1 | |
| | |
| NON-CONDOMINIUM PROPERTY OWNER | <i>)</i> , |
| | 4h., |
| NCB 900 MICHIGAN LLC | |
| | |
| BY: | C/_ |
| | · O _A |
| ITS: | 4, |
| | 10 |
| | |
| | Vsc. |
| | |
| | |
| | |

| | BOARD OF DIRECTORS OF THE MICHIGAN AVENUE LOFTS CONDOMINIUM, ASSOCIATION |
|--------------------------------|--|
| | Middle James |
| | 50 Form |
| DO OF | J. C. |
| O _j c Co | |
| 4 | |
| NON-CONDOMINIUM PROPERTY OWNER | 0/2 |
| NCB 900 MICHIGAN LLC | |
| BY: | |
| ITS: | Olynin Clarks Ore |
| N _m , | |

| | THE MICHIGAN AVENUE LOFTS CONDOMINIUM ASSOCIATION |
|--------------------------------|--|
| | The second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a section in the second section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section in the section is a section in the section in the section is a section in the section in the section in the section is a section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the se |
| | |
| Ć. | *** *** *** *** *** *** *** *** *** ** |
| DOOP OF | |
| | |
| 0,5 | |
| Coop | |
| 7 | |
| C |) . |
| NON-CONDOMINIUM PROPERTY OWNER | 40. |
| NCB 900 MICHIGAN LLC | 2 |
| BY SHOP BULLANIE | DUNIT CLOTAS |
| ITS: MANAGNER | TS |
| | 0, |

| | THE MICHIGAN AVENUE LOFTS CONDOMINIUM ASSOCIATION |
|---|---|
| | |
| | |
| DO OF | |
| Ox | |
| Coop | |
| NON-CONDOMINIUM PROPERTY OWNER | DUNIX COX |
| NCB 900 MICHIGAN ELC BY: There of Joseph Consulted | , TC/ |
| ITS: MANAGERA | TS |
| , , | |

| STATE OF ILLINOIS |) | |
|---|---|--|
| COUNTY OF COOK |) ss. | |
| I, MAY DO HEREBY CERTIFY the same persons whose | names as subscribed to the foregoing instrument respectively, | personally known to me to be |
| GIVEN under n | ny hand and Notarial Seal this Hay of March | 202 / |
| | in on the second and | ,202 <u>(</u> . √√) |
| | Notary Public | Milifa |
| My Commission expires: | | |
| STATE OF INTERIOR | OFFICIAL SI Mary A. Gaw NOTARY PUBLIC, STAT | renda 👂 |
| Alabama COUNTY OF COOK |) ss. My Commission Expires | |
| Baldwi | | 1, 40, 11 |
| | | ne County and State afor Said |
| the same persons whose n | lames as subscribed to the foregoing instrument respectively, and that they signed and delivered the said instrument as their a | personally known to be appeared before me this day in www. free and votuntary act, for o |
| | | 202 <u>1</u> . |
| | ZL+K.P.K | ROBERT K. ROTH Notary Public |
| My Commission expires: | Notary Public | Alabama State at Large My Commission Expires Jul 29, 2023 |
| 07/29/23 | | 7 . |
| STATE OF ILLINOIS |) | · · · · · |
| |) ss.) | |
| I, DO HEREBY CERTIFY (| a notary rubile in and for the | County and State and resaid |
| the same persons whose name | that, p mes as subscribed to the foregoing instrument respectively, a | ppeared before me this day in |
| the uses and purposes there | wat they signed and delivered the said instrument as their ou | wn free and voluntary act, for |
| GIVEN under my | hand and Notarial Seal this day of, 2 | 02 |
| | | |
| My Commission expires: | Notary Public | |

| STATE OF ILLINOIS |) | | | |
|--|--|--------------------------|---------------------------------|---------------|
| COUNTY OF COOK |) ss. | | | |
| 1 A | $^{\prime}$ $^{\prime}$ $^{\prime}$ | | | |
| I, MAY | y A Gawlinda | , a Notary Public | n and for the County and Stat | e aforesaid, |
| DO HEREBY CERTIFY | mat (YOLO) CECTIVE | ≘ - (Y}O(+);∢ | `\ , personally known t | to me to be |
| the same persons whose r | ames as subscribed to the fore | going instrument re | spectively, appeared before me | e this day in |
| person and acknowledged | that they signed and delivered | d the said instrume | nt as their own free and volunt | tary act, for |
| the uses and purposes the | rein set forth. | i | | |
| GIVEN under m | y hand and Notarial Seal this | and day of No | , 202 <u>l</u> | |
| | | Mary (1 | Bulley | |
| My Commission expires: | | Notary Pub | 1 c | |
| ing commission expires. | | Sand Burel Street Street | | |
| | | | OFFICIAL SEAL | |
| | -/-/ | | iry A. Gawenda | |
| STATE OF ILLINOIS | | | JBLIC, STATE OF ILLINOIS | |
| COUNTY OF COOK |) ss. Ox | My Commis | sion Expires Sept. 9, 2023 | |
| . March | A for in all | | | |
| DO HEDUDY CERTIFY | A CONTRACTOR | | n and for the County and State | e aforesaid, |
| DO HEREBY CERTIFY | | <u> </u> | personally known t | |
| nerson and acknowledged | ames as subscribed to the oregonal that they signed and delivered | going instrument re | spectively, appeared before me | tinis day in |
| the uses and purposes the | ein set forth | i me said msnume | nt as their own hee and volum | ary act, for |
| | , | <u></u> | , | |
| GIVEN under m | y hand and Notarial Seal this _ | <u> </u> | 202 [. | |
| | Transmission de la companya della companya de la companya della co | - 12x1 | 1 0 | |
| | OFFICIAL SEAL | Van | May Day of | |
| | Mary A. Gawanata | Novary Publ | c | A |
| My Commission expires: | A MANUAL BUBLIC GASTE OF | | | |
| | My Commission Expires Sept | 9, 2023 | (0,4) | |
| | A CONTRACTOR OF THE PROPERTY O | | 74, | |
| The state of the s | | | T'S OR | |
| COLOR OF HILBIOIG | , | | | |
| STATE OF ILLINOIS |)) ss. | | $O_{x_{-}}$ | |
| COUNTY OF COOK |) SS. | | | |
| COUNTY OF COOK | , | | | |
| I. | | a Notary Public i | n and for the County and Sta | aforesaid |
| DO HEREBY CERTIFY | that | , a roung raone r | nersonally known t | o me to be |
| the same persons whose na | thatames as subscribed to the foreg | oing instrument re | spectively, appeared before me | this day in |
| person and acknowledged | that they signed and delivered | the said instrume | nt as their own free and volunt | ary act, for |
| the uses and purposes ther | ein set forth. | | | , |
| GWIEN: 1 | | | | |
| GIVEN under my | hand and Notarial Seal this _ | day of | , 202 | |
| | | | | |
| | | Notary Publ | | |
| My Commission expires: | | INDIALY PUBL | L. | |
| , commission expired. | | | | |
| | | | | |

| STATE OF ILLINOIS |) |
|--|---|
| COUNTY OF COOK |) ss,) |
| I, MAKE DO HEREBY CERTIFY the same persons whose n person and acknowledged the uses and purposes the | ames as subscribed to the foregoing instrument respectively, appeared before me this day in that they signed and delivered the said instrument as their own free and voluntary act, for |
| GIVEN under m | y hand and Notarial Seal this Dadday of March, 202 (. |
| | Notary Public |
| My Commission expires: | OFFICIAL SEAL |
| STATE OF ILLINOIS | Mary A. Gawenda NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Sept. 9, 2023 |
| COUNTY OF COOK |) SS. |
| the same persons whose no | that Carolovia Germs via memory Public in and for the County and State aforesaid, personally known to me to be ames as subscribed to the foregoing instrument respectively, appeared before me this day in that they signed and delivered the said instrument as their own free and voluntary act, for ein set forth. |
| GIVEN under my | hand and Notarial Seal this Zadiv of March, 202 1. |
| My Commission expires: | Notary Public OFFICIAL SEAL Mary A. Gawenda |
| | NOT'RY PUBLIC, STATE OF ILLINOIS My Commission Expires Sept. 9, 2023 |
| STATE OF ILLINOIS | |
| COUNTY OF COOK |) ss.) |
| I, Mary DO HEREBY CERTIFY the same persons whose na person and acknowledged the uses and purposes them | imes as subscribed to the foregoing instrument respectively, appeared before me this day in that they signed and delivered the said instrument as their own free and voluntary act, for |
| GIVEN under my | hand and Notarial Seal this 22 day of Manch, 2021. |
| My Commission expires: | Macy A banders |
| • | OFFICIAL SEAL Mary A. Gawenda |
| | NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Sept. 9, 2023 |

| STATE OF ILLINOIS |) | | |
|---------------------------|---------------------------------------|--|--|
| |) ss. | | |
| COUNTY OF COOK |) | | |
| i, Lee Cone | า | a Motary Public in and for | the County and State aforesaid |
| DO HERERY CERTIFY | that CRECOPY 7 | $\sum_{i=1}^{n} a_i \text{ Notally I dollows in and 10}$ | the County and State aforesaid, personally known to me to be |
| the same persons whose r | nate symbolished to the for | egoing instrument respectivel | y, appeared before me this day in |
| nerson and acknowledge | that they signed and deliver | ed the said instrument as their | r own free and voluntary act, for |
| the uses and purposes the | | | • |
| • • | | 215- | |
| GIVEN under m | y hand and Notarial Seal this | 31st day of Merch | _, 202 <u> </u> |
| | | | |
| | - | Notary Public | <u> </u> |
| My Commission expires: | | Notary Fuoric | and the same of th |
| wry Commission expires, | | LEE COHEN | 2 |
| Jones y 14, 202 7 | | Official Seal | 7 13 100 |
| | | A Notary Public - State of I | llinois 🖟 |
| STATE OF ILLINOIS |) / | My Commission Expires Jan | |
| |) SS. | The Marker Sharling Standard Standard | |
| COUNTY OF COOK | $)$ $O_{\mathcal{F}}$ | | |
| . | () | No. 5 tills to and for | . d County and Cluty of organid |
| l, | | , a Notary Public in and for | the County and State aforesaid, |
| DO HEREBY CERTIFY | [nat | basing instrument recognitive | , personally known to me to be y, appeared before me this day in |
| the same persons whose r | lames as subscribed to the 10. | egoing instrument respectively | r own free and voluntary act, for |
| the uses and purposes the | rain set forth | eu me sau mstrument as mei | i own nee and voluntary act, for |
| me uses and purposes me | iem sei fordi. | | |
| GIVEN under m | y hand and Notarial Seal this | clay of | , 202 |
| | , | PPYVEYVEEVYEEVYEEVYEEVY | |
| | | */)x, | |
| | * | | V |
| | | Notary Public | |
| My Commission expires: | | 6/ | |
| | | (| |
| | | | 245 |
| ·//// | · · · · · · · · · · · · · · · · · · · | | 1.0 |
| STATE OF ILLINOIS |) | | |
| STATE OF ILLINOIS |) ss. | | |
| COUNTY OF COOK |) 55. | | 0,55 |
| | , | | |
| ī. | | , a Notary Public in and for | r the County and State doresaid, personally known to me to be |
| DO HEREBY CERTIFY | that | | , personally known to me to be |
| the same persons whose n | ames as subscribed to the for | egoing instrument respectivel | y, appeared before me this day in |
| person and acknowledged | I that they signed and deliver | ed the said instrument as thei | r own free and voluntary act, for |
| the uses and purposes the | rein set forth. | | |
| GIVEN under m | y hand and Notarial Seal this | day of | 202 |
| | | | |
| | n | Notary Public | 1100 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
| My Commission expires: | | • | |
| • | | | |

| STATE OF ILLINOIS |) - | | | |
|---|---|--|--|---|
| COUNTY OF COOK |) ss.) | | | |
| the same persons whose | names as subscribed to the force d that they signed and delivered | NZIC going instrument respec | d for the County and State aforesaid,, personally known to me to be etively, appeared before me this day in their own free and voluntary act, for | |
| GIVEN under n | ny hand and Notarial Seal this _ | 1st day of April | , 202 <u>1</u> . | |
| | | 2/0/ | ~ | |
| | | Notary Public | And Andread Control of the Control o | |
| My Commission expires STATE OF ILLINOIS | On or | FICIAL SEAL ES J MORRONE | RONE NOTARY PUBLIC 5 ATE OF ILLINOIS | 1 |
| COUNTY OF COOK | | BLIC, STATE OF ILLINOIS mission Expires 5/31/23 | My Commission Expires 5/31/23 | 1 |
| DO HEREBY CERTIFY the same persons whose person and acknowledge the uses and purposes the | T that THOMAS V. POW names as subscribed to un to regular that they signed and deliver core are forth. They have an and Notarial Seal this | VELL going instrument respect the said instrument as | d for the County and State aforesaid,, personally known to me to be ctively, appeared before me this day in stheir own free and voluntary act, for, 2021 | |
| STATE OF ILLINOIS COUNTY OF COOK |) ss. | | OFFICIAL SEAL JAMES J MORRONE NOTAR / PUBLIC, STATE OF ILLINOIS My Cor mines in Expires 5/31/23 | : |
| I, | | , a Notary Public in ar | nd for the County and State woresaid,, personally known to me to be | |
| the same persons whose | names as subscribed to the foregod that they signed and delivered | going instrument respec | tively, appeared before me this day in their own free and voluntary act, for | |
| GIVEN under r | ny hand and Notarial Seal this _ | day of | , 202 | |
| My Commission expires | <u></u> | Notary Public | | |
| | | | · · · | |

2117334273 Page: 15 of 16

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

UNITS 201-204, 301-304, 401-419, 501-519, 601-619, 701-719, 801-819, 901-919, 1001-1015, 1017, 1019, 1101-1115, 1117, 1119, 1201-1215, 1217, 1219, 1301-1315, 1317, 1319, 1401-1406, 1411-1415, 1417, 1419, 1501-1506, 1511-1115, 1517, 1519, 1601-1606, 1611-1615, 1617, 1619, 1701-1706, 1711-1719, 1801-1806, 1811-1815, 1817, 1819, 1901-1909, 2004, 2006, 2007 IN THE MICHIGAN AVENUE LOFTS CONDOMINUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF LOTS IN BLCK 20 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 98774537, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ASEMENTS FOR
AINTENANCE, UTILITIES
RECORDED AUGUST 31, 1998 AS DE.

Commonly Known As: 910 S. Michigan Avenue, Chicago, 12

PIN Nos.: 17-15-307-036-1001 through 17-15-307-036-1269 EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE, MAINTENANCE, UTILITIES AND ENJOYMENT AS SET FORTH IN THE DECLARATION

2117334273 Page: 16 of 16

UNOFFICIAL COPY

EXHIBIT B

| STATE OF ILLINOIS |) |
|-------------------|------|
| |) SS |
| COUNTY OF COOK |) |

SECRETARY CERTIFICATION

I, ware Gentle-Warn being first duly sworn on oath, do hereby state that:

- 1. I am the dely elected, qualified and acting Secretary of The Michigan Avenue Lofts Condominium Association.
- 2. I am the keep of the corporate records of such Association.
- 3. Unit Owners representing at least 75% of the Undivided Interests of the total votes of the Unit Ownership have voted to approve the Amendment.
- 4. All Non-Condominium Property Owners have approved the amendment
- 5. The Eligible Mortgagees holding in the Engregate First Mortgages on at least two-thirds (2/3rds) of the Unit Ownerships (by number) which are subject to First Mortgages held by Eligible First Mortgagees have consented to the Amendment insofar as there are no Eligible Mortgagees.

FURTHER AFFIANT SAYETH NOT.

Its: Secretary

The Michigan Avenue Lofts Condominium Association.

Signed and sworn to me before me

M. /1 //

lotary Public

OFFICIAL SEAL Mary A. Gawenda

NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Sept. 9, 2023