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Karen A. Yarbrough
Cook County Clerk
Date: 06/22/2021 03:36 PM Pg: 1 of 16

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 NON-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 17th day of June, 2021, by the Board of Directors ("Board") of the Michigan Avenue Lofts Condominium Association ("Association").

W I T N E S S E T H:

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 Lofts 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

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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 Amendment, 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 on 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 Declaration is hereby amended as follows:

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

Easement for Utilities

(a) The Residential Association and each of the Unit Owners shall have a perpetual easement for the continued existence, use, maintenance, repair 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 easement 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 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.

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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 Association'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 limitation, 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 Owner 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 (b) the 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 than \$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:

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Commercial Property's Exclusive Expenses: 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 Prohibited Uses. The following uses of the Commercial Property are hereby prohibited: a fire sale, bankruptcy auction or going out of business sale, unless pursuant to a court order; a mortuary or funeral home; an establishment selling pornographic materials; an establishment selling guns or drug-related paraphernalia (including but not limited to marijuana and/or cannabis-related sales) or engaging in adult uses as defined by Chicago Zoning Ordinances; a 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:

Parking Space Number B-13. 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]

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IN WITNESS WHEREOF, the Board and Unit Owners have duly executed this Amendment on the day and year first above written, as well as the Non-Condominium Property Owners.

BOARD OF DIRECTORS OF
THE MICHIGAN AVENUE LOFTS
CONDOMINIUM ASSOCIATION

Michael James

Carolyn Smith

Jon D. Kozak

Matthew Negishi

Natasha Berg

NON-CONDOMINIUM PROPERTY OWNER

NCB 900 MICHIGAN LLC

BY: _____

ITS: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the Board and Unit Owners have duly executed this Amendment on the day and year first above written, as well as the Non-Condominium Property Owners.

BOARD OF DIRECTORS OF
THE MICHIGAN AVENUE LOFTS
CONDOMINIUM ASSOCIATION

Michael J. Davis

Carolyn A. Smith

John J. Fyfe

Matthew Martin

August Taylor

NON-CONDOMINIUM PROPERTY OWNER

NCB 900 MICHIGAN LLC

BY: _____

ITS: _____

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Board and Unit Owners have duly executed this Amendment on the day and year first above written, as well as the Non-Condominium Property Owners.

BOARD OF DIRECTORS OF
THE MICHIGAN AVENUE LOFTS
CONDOMINIUM ASSOCIATION

Michael J. [Signature]

Carolyn [Signature]

En J. [Signature]

Math [Signature]

[Signature]

NON-CONDOMINIUM PROPERTY OWNER

NCB 900 MICHIGAN LLC

By: _____

Its: _____

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Board and Unit Owners have duly executed this Amendment on the day and year first above written, as well as the Non-Condominium Property Owners.

BOARD OF DIRECTORS OF
THE MICHIGAN AVENUE LOFTS
CONDOMINIUM ASSOCIATION

NON-CONDOMINIUM PROPERTY OWNER

NCB 900 MICHIGAN LLC

BY: _____

ITS: _____

[Signature]
MANAGER

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Board and Unit Owners have duly executed this Amendment on the day and year first above written, as well as the Non-Condominium Property Owners.

BOARD OF DIRECTORS OF
THE MICHIGAN AVENUE LOFTS
CONDOMINIUM ASSOCIATION

NON-CONDOMINIUM PROPERTY OWNER

NCB 900 MICHIGAN LLC

BY: _____

ITS: _____

Francis V. Powell
MANAGER

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STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

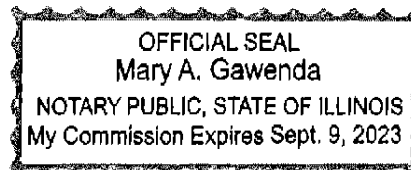
I, Mary A. Gawenda, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that Maria Gentile - Morfin, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of May, 2021.

Mary A. Gawenda
 Notary Public

My Commission expires:

STATE OF ILLINOIS)
 Alabama) ss.
 COUNTY OF COOK)
 Baldwin)



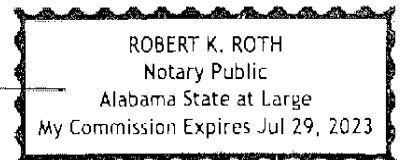
I, Robert K. Roth, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that Gregory Primuth, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of March, 2021.

Robert K. Roth
 Notary Public

My Commission expires:

07/29/23



STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, _____, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that _____, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 202__.

 Notary Public

My Commission expires:

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

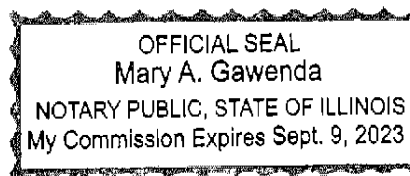
I, Mary A. Gawenda, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that Maria Gentile - Motta, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of May, 2021.

Mary A. Gawenda
 Notary Public

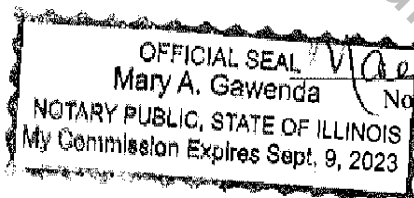
My Commission expires:

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)



I, Mary A. Gawenda, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that Natasha Berg, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of March, 2021.



My Commission expires:

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, _____, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that _____, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 202 .

 Notary Public

My Commission expires:

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

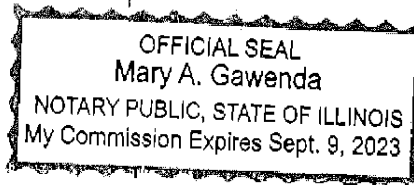
I, Mary A. Gawenda, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that NICHOLAS LAMERS, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of March, 2021.

Mary A. Gawenda
 Notary Public

My Commission expires:

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)



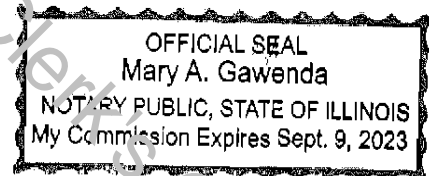
I, Mary A. Gawenda, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that Carolann Bemski, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of March, 2021.

Mary A. Gawenda
 Notary Public

My Commission expires:

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

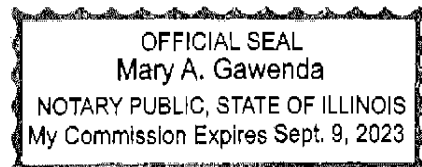


I, Mary A. Gawenda, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that Seth Kaplan, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of March, 2021.

Mary A. Gawenda
 Notary Public

My Commission expires:



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STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, Lee Cohen, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that GREGORY TAYLOR, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of March, 2021.

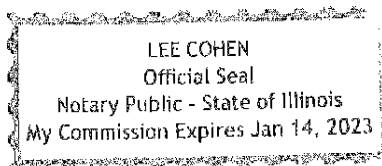
Lee Cohen

Notary Public

My Commission expires:

January 14, 2023

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)



I, _____, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that _____, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 202____.

 Notary Public

My Commission expires:

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, _____, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that _____, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 202____.

 Notary Public

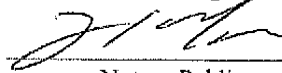
My Commission expires:

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STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, JAMES J. MORRONE, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that PETER J. BILANZIC, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

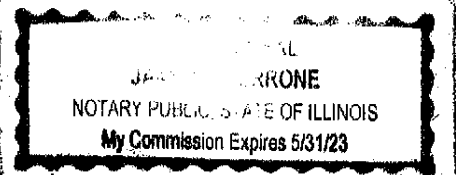
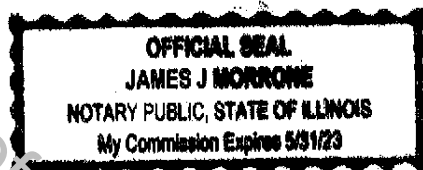
GIVEN under my hand and Notarial Seal this 1st day of April, 2021.



Notary Public

My Commission expires:

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)



I, JAMES J. MORRONE, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that THOMAS V. POWELL, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

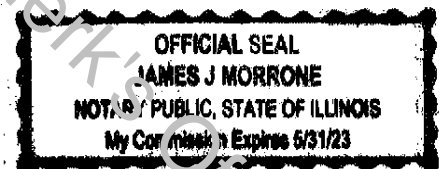
GIVEN under my hand and Notarial Seal this 1st day of April, 2021.



Notary Public

My Commission expires:

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)



I, _____, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that _____, personally known to me to be
 the same persons whose names as subscribed to the foregoing instrument respectively, appeared before me this day in
 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for
 the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 202__.

 Notary Public

My Commission expires:

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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 CONDOMINIUM 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 $\frac{1}{4}$ 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:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE, MAINTENANCE, UTILITIES AND ENJOYMENT AS SET FORTH IN THE DECLARATION RECORDED AUGUST 31, 1998 AS DOCUMENT NUMBER 98774537.

Commonly Known As: 910 S. Michigan Avenue, Chicago, IL 60605

PIN Nos.: 17-15-307-036-1001 through 17-15-307-036-1269

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EXHIBIT B

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

SECRETARY CERTIFICATION

I, ~~Wanda Gentile~~ - ~~MA/NO~~ being first duly sworn on oath, do hereby state that:

1. I am the duly elected, qualified and acting Secretary of The Michigan Avenue Lofts Condominium Association.
2. I am the keeper 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 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 have consented to the Amendment insofar as there are no Eligible Mortgagees.

FURTHER AFFIANT SAYETH NOT.

Wanda Gentile

Its: Secretary

The Michigan Avenue Lofts Condominium Association.

Signed and sworn to me before me
this 5th day of April, 2021

Mary A. Gawenda
Notary Public

