

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

PATRICIA A. O'CONNOR  
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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/08/2017 02:52 PM PG: 1 OF 49

(This Space for Recorder's Use Only)

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR  
GREEN STREET LOFT CONDOMINIUM ASSOCIATION**

This Amendment to the Declaration of Condominium Ownership for the Green Street Loft Condominium Association, is made and entered into this 8<sup>th</sup> day of August, 2017, by the Board of Directors of the Green Street Loft Condominium Association ("Board").

**WITNESSETH:**

This Amendment amends that certain Amended and Restated Declaration of Condominium Ownership for Green Street Loft Condominium recorded on June 17, 1998 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") as Document No. 98512733 (the "Declaration").

The Board and the Unit Owners desire to amend the Declaration to maintain the Association as a residential condominium by limiting the leasing of Units to others as a regular practice of business, speculative, or other similar purposes; but to permit leases only subject to certain maximum levels or for hardship exceptions and to prohibit smoking anywhere on the Association property and within Units; and

Section 24(a) of the Declaration provides that the provisions of the Declaration may be amended or rescinded by (a) a written instrument approved by Unit Owners having, in the aggregate, at least 66-2/3% of the total vote; (b) provided, however, that all lien holders of record have been notified by certified mail of any amendment or rescission; (c) an affidavit of the Secretary of the Association certifying to such mailing; and (d) recording the Amendment in the Office of the Recorder of Deeds of Cook County, Illinois.

The Amendment set forth below has been approved by sixty-six and two-thirds percent (66-2/3%) of the total vote as evidenced by the Owner consents attached hereto as Exhibit A, and a copy of the Amendment has been sent via certified mail, return receipt requested to all lienholders, as set forth in Exhibit B.

NOW, THEREFORE, effective as of October 1, 2017, the Declaration is amended as follows:

1. Section 19(a) of the Declaration is deleted in its entirety and replaced with the following:

**"19(a) LEASING OF UNITS**

No Unit shall be leased for short-term, hotel or transient purposes. Any lease for a term of less than one (1) year shall be deemed a short-term, hotel or transient purpose. No part of any Unit that is less than the entire Unit may be leased at any time.

(i) After the date of recording this Amendment ("Effective Date"), in order to prevent transience and to preserve the residential character of the Association, all Unit Owners and contract purchasers of each Unit in the Association shall occupy and use such Unit as a private dwelling for his or her immediate family, and for no other purpose, including business purposes, subject to the exceptions set forth below. Upon the Effective Date, no Unit shall be leased unless the Unit Owner has held title to the Unit for a minimum of twelve (12) months. No Units may be leased unless the total number of leased Units in the Association is not more than thirty percent (30%) of Units based upon the total number of Units ("Leasing Cap"). However, this Leasing Cap shall not impair the right of current Unit Owners who are leasing their Units to continue to lease those Units for the duration of their ownership interest in that Unit. Current Unit Owners who have provided the Board (through management) with evidence of a valid lease in effect as of the Effective Date of this Amendment shall be exempt from the Leasing Cap ("Exempted Units"), and shall be allowed to continue to lease their Units, subject to all other leasing restrictions contained herein, for the duration of their ownership interest in that Unit. However, if at any time the Unit Owner chooses to use that Unit for leasing, and instead occupies the Unit as a residence or allows an immediate family member to occupy the Unit, the Unit will no longer be considered an Exempted Unit and all leasing restrictions shall apply. Exempted Units shall, at all times, be counted toward the Leasing Cap of thirty percent (30%) of Units. Upon the sale or transfer of such Exempted Unit, the Unit shall be subject to the Leasing Cap. Tenancy or leasing by a Unit Owner to an immediate family member without the Unit Owner occupying the Unit shall be exempt from the Leasing Cap. "Immediate Family Member" is defined as a parent, spouse, child (natural or adopted), grandparent, grandchild or sibling of a Unit Owner.

(ii) Once the number of leased Units in the Association is approaching or equal to the Leasing Cap of thirty percent (30%), the Board shall maintain a list of leased Units ("List A") and Unit Owners wishing to lease their Units ("List B") for determining eligibility to lease. When a Unit is leased, the Unit will be on List A, but cannot be on List B. Upon termination of the lease by termination, expiration of time and/or non-renewal, the Unit Owner may request his/her Unit to be listed on List B. For purposes of determining eligibility for leasing, any renewal or extension of a lease with the same tenant will be considered a continuing eligible lease and will entitle the Unit to remain on List A. Further, a List A Unit will remain on List A for a period of three (3) months after termination, expiration or non-renewal of a lease if the Owner advises management of the intent to attempt to procure a new lease. Unit Owners on List B shall be notified by the Board of the ability to lease the Unit in the order that they notified the Board of their intent to lease their Unit. Prior to entering into any lease, a Unit Owner must obtain written approval from the Board that the Leasing Cap of thirty percent (30%) of Units has not been met and that the Unit Owner is otherwise eligible to lease the Unit.

(c) To avoid undue hardship, the Board may, in its sole discretion, grant permission to a Unit Owner who is not otherwise eligible to lease his Unit pursuant to sub-paragraphs (i) and (ii) above to lease his or her Unit once to a specified lessee for a period of not to exceed one (1) year. Upon a showing of continued hardship by the Owner, the Board may, in its sole discretion, permit an additional renewal lease of a Unit for a period of one (1) year, but no longer after such renewal.

To lease a Unit pursuant to a hardship exception, a Unit Owner (and/or contract purchaser) must submit a written application to the Board. The application must contain facts and documents showing the hardship to justify the lease. The Board shall respond to each application within thirty (30) days, or a reasonable period of time, by granting or denying the lease application. The Board has the sole discretion to approve all applications for leases and any decisions of the Board will bind the Unit Owner.

(d) The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating this Amendment."

2. Article VI of the Amended and Restated By-Laws (Exhibit F), "Use And Occupancy Restrictions" is amended to add new subparagraph "Section 7 Smoking", as follows:

"Section 7. Smoking. Cigarette, cigar, pipe, tobacco or other smoking is prohibited in all Units, Limited Common Elements (including loggias and roof decks) and all interior and exterior Common Elements, including specifically, but not exclusively, the garage, loading dock and front and back porches. The Board may, but is not required to, designate approved smoking areas of the exterior Common Elements which would be subject to such rules and regulations as the Board shall, from time to time, adopt."

3. Except as expressly set forth herein, the Declaration shall remain in full force and effect. All capitalized terms used herein shall have the meaning afforded them in the Declaration unless otherwise specified.

IN WITNESS WHEREOF, the Board has duly executed this Amendment on the day and year first above written.

BOARD OF DIRECTORS OF THE  
GREEN STREET LOFT CONDOMINIUM ASSOCIATION

By: David Burt  
Its: President

ATTEST:  
[Signature]  
Secretary

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, MARSHA WILLIAMS Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY THAT PATRICK BUCK and DAVID LEWIS of the Green Street  
Loft Condominium Association, personally known to me to be the same persons whose names are  
subscribed to the foregoing Amendment to the Amended and Restated Declaration of Condominium  
Ownership for Green Street Loft Condominium, appeared before me this day in person and acknowledged  
that they signed and delivered said Amendment as their free and voluntary act and as the free and  
voluntary act of the Green Street Loft Condominium for the uses and purposes set forth therein.

Given under my hand and notarial seal this 11 day of July, 2017.

Marsha Williams  
Notary Public



Licensed Property Insights by Cook County Recorder of Deeds

**LEGAL DESCRIPTION****PARCEL 1:**

GREEN STREET LOFT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: TRACT ONE: THAT PART OF THE FOLLOWING DESCRIBED PROPERTY, ALL TAKEN AS A TRACT, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.52 FEET, CITY OF CHICAGO DATUM: LOTS 1, 2, 3 AND 4 (EXCEPT THE WEST 8 FEET THEREOF TAKEN FOR ALLEY) IN BLOCK 22 IN DUNCAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS TRACT TWO: THAT PART OF THE FOLLOWING DESCRIBED PROPERTY, ALL TAKEN AS A TRACT, (EXCEPT THE NORTH 75.0 FEET THEREOF) LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +16.45 FEET, CITY OF CHICAGO DATUM: LOTS 1, 2, 3 AND 4 (EXCEPT THE WEST 8 FEET THEREOF TAKEN FOR ALLEY) IN BLOCK 22 IN DUNCAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECT17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO THE NORTH 75.0 FEET OF THAT PART OF THE FOLLOWING DESCRIBED PROPERTY, AL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 FEET, CITY OF CHICAGO DATUM: LOTS 1, 2, 3 AND 4 (EXCEPT THE WEST 8 FEET THEREOF TAKEN FOR ALLEY) IN BLOCK 22 IN DUNCAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/ OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS TRACT THREE: THAT PART OF THE FOLLOWING DESCRIBED PROPERTY, ALL TAKEN AS A TRACT, LYING BETWEEN A HORIZONTAL PLANE HAVING AN ELEVATION OF +16.45 FEET CITY OF CHICAGO DATUM AND A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.52 FEET CITY OF CHICAGO DATUM: THE SOUTH 15.40 FEET OF THE WEST 39.50 FEET OF LOTS 1, 2, 3 AND 4 (EXCEPT THE WEST 8 FEET THEREOF TAKEN FOR ALLEY) ALL TAKEN AS A TRACT IN BLOCK 22 IN DUNCAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS TOGETHER WITH THAT PART OF LOTS 1, 2, 3 AND (EXCEPT THE WEST 8 FEET THEREOF TAKEN FOR ALLEY), ALL TAKEN AS A TRACT, DESCRIBED AS

FOLLOWS:: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID TRACT, A DISTANCE OF 103.66 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY: (NOTE: THE FOLLOWING DISTANCES AND COURSES ARE MEASURED AND TAKEN ALONG INTERIOR SURFACE OF WALL AND PROJECTIONS THEREOF, EXCEPT AS NOTED) THENCE EASTERLY 4.46 FEET; THENCE NORTHERLY 1.50 FEET; THENCE EASTERLY 19.70 FEET; THENCE NORTHERLY 0.47 FEET; THENCE EASTERLY 28.94 FEET; THENCE ALONG THE

ARC OF A CIRCLE CONVEX SOUTHEASTERLY HAVING A RADIUS OF 7.03 FEET FOR AN ARC DISTANCE OF 7.03 FEET; THENCE NORTHERLY 9.31 FEET; THENCE EASTERLY 1.05 FEET; THENCE NORTHERLY 0.43 FEET; THENCE EASTERLY 3.16 FEET; THENCE NORTHERLY 1.76 FEET; THENCE WESTERLY 3.46 FEET; THENCE NORTHERLY 7.48 FEET; THENCE EASTERLY 17.30 FEET; THENCE SOUTHERLY 7.48 FEET; THENCE WESTERLY 3.76 FEET; THENCE SOUTHERLY 1.76 FEET; THENCE EASTERLY 3.76 FEET; THENCE SOUTHERLY 6.71 FEET; THENCE WESTERLY 0.74 FEET; THENCE SOUTHERLY 2.79 FEET; THENCE EASTERLY 1.18 FEET; THENCE ALONG THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY HAVING A RADIUS OF 6.25 FEET FOR P.31 ARC DISTANCE OF 9.81 FEET; THENCE EASTERLY 13.08 FEET; THENCE SOUTHERLY 0.37 FEET THENCE EASTERLY 20.85 FEET TO A POINT ON THE EAST LINE OF SAID TRACT WHICH IS 102.36 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID TRACT A DISTANCE OF 8.32 FEET; THENCE WESTERLY 5.67 FEET; THENCE SOUTHERLY 1.68 FEET; THENCE WESTERLY 14.30 FEET; THENCE NORTHERLY 0.09 FEET; THENCE WESTERLY 1.27 FEET; THENCE SOUTHERLY 0.37 FEET; THENCE WESTERLY 12.81 FEET; THENCE ALONG THE ARC OF A CIRCLE CONVEX NORTHEASTERLY HAVING A RADIUS OF 5.95 FEET FOR A DISTANCE OF 9.35 FEET; THENCE SOUTHERLY 12.01 FEET; THENCE WESTERLY 0.42 FEET; THENCE SOUTHERLY 1.20 FEET; THENCE EASTERLY 1.24 FEET; THENCE NORTHERLY 0.44 FEET; THENCE EASTERLY 14.04 FEET; THENCE SOUTHERLY 6.67 FEET; THENCE EASTERLY 1.14 FEET; THENCE SOUTHERLY 10.62 FEET; THENCE WESTERLY 62.24 FEET; THENCE NORTHERLY 0.40 FEET; THENCE WESTERLY 42.26 FEET TO THE WESTERLY LINE OF SAID TRACT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID TRACT A DISTANCE OF 45.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 86266022 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JUNE 27, 1986 AS DOCUMENT 86266024.

PIN Nos. 17-17-237-014-1001 through 1064