

# UNOFFICIAL COPY

This instrument prepared by  
and upon recording should  
be returned to:

**Howard S. Dakoff, Esq.**  
**Levenfeld Pearlstein, LLC**  
**2 N. LaSalle St., Suite 1300**  
**Chicago, IL 60602**



**Doc#:** 1504413067 **Fee:** \$52.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/13/2015 01:03 PM Pg: 1 of 8

*(This Space for Recorder's Use Only)*

## **SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS EASEMENTS RESTRICTIONS AND COVENANTS FOR ST. GEORGE LOFTS CONDOMINIUM**

This Second Amendment to the Declaration of Condominium Ownership and By-Laws Easements Restrictions and Covenants for St. George Lofts Condominium, is made and entered into this 11<sup>th</sup> day of October 2014, by the Board of Directors for St. George Lofts Condominium ("Board").

### WITNESSETH:

The property was submitted to the provisions of the Illinois Condominium Property Act (the "Act") pursuant to the Declaration of Condominium Ownership and By-Laws Easements Restrictions and Covenants for St. George Lofts Condominium, recorded in the Cook County Recorder of Deeds Office on September 23, 1999, as Document No. 99898177 (the "Declaration"); as amended by the First Amendment to the Declaration recorded on February 25, 2011 as Document No. 1105618011.

LP 5710410.5 \ 35536-65327

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DATE 2-13-15 COPIES 6  
OK BY [Signature]

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The Board and the Unit Owners desire to amend the Declaration to increase the number of Units that may be leased to no more than six (6) Units; and

Article XIX, Section 6 of the Declaration provides that the provisions of the Declaration may be amended, changed or modified by an instrument in writing: (i) signed and acknowledged by all the Board members; (ii) signed and acknowledged by at least three-fourths (3/4<sup>th</sup>) of the Unit Owners; (iii) the approval of any mortgagees required under the provisions of the condominium instruments; (iv) containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, as set forth in the Affidavit as attached hereto as Exhibit A and made a part hereof; and (v) the instrument setting forth such amendment shall be recorded.

The Second Amendment set forth below has been signed and acknowledged by all of the members of the Board and by at least three-fourths (3/4<sup>th</sup>) of the Unit Owners, as attached hereto as Exhibit B.

**NOW, THEREFORE**, Article IX of the Declaration is deleted and the following is inserted in its stead:

"Subject to the exceptions set forth below, Unit Owners shall have the right to lease, or permit a subsequent sublease or assignment of, all (but not less than all) of his/her Unit upon such terms and conditions as the Unit Owner may deem acceptable; however, not more than six (6) Units in the Building may be leased at any time. No Unit shall be leased, subleased or assigned for a period of less than one (1) year.

The Association shall maintain a list of leased Units ("List A") and Unit Owners wishing to lease their Units ("List B") (i.e. waiting list) for determining the six leased Unit limitation. When a Unit is leased or such lease assigned, the Unit will be on List A, but cannot be on List B. Within 60 days prior to the expiration or termination of a lease, the Unit Owner may request such Unit to be listed on List B as of the termination date. When a lease expires or is terminated, the subject Unit may not remain on List A. 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. If a Unit Owner at the top of List B fails to provide an executed lease to the Board within 60 days after notification, such Unit Owner shall be removed from List B, or upon written request, placed at the bottom of

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bottom of List B.

## Unit Owner with Current Leases:

Unit Owners that are currently leasing their Unit shall reside on List A and may not be on both List A and List B at the same time. Sixty (60) days before the expiration date of a current lease, the Unit Owner shall inquire from the Board if he/she can renew or re-lease their Unit. The Board will notify the inquiring Unit Owner within 30 days of such Unit Owner's inquiry if the leasing cap restriction stated above has been reached, and thus, whether such Unit Owner is entitled to renew or re-lease their Unit and remain on List A. If a Unit Owner with a current lease is not given permission to renew/re-lease, they may not renew or re-lease their Unit and their tenant(s) must move-out. The Unit Owner may request to have their Unit placed on List B, once their tenant(s) moves-out of the Unit.

## Unit Owners with the Intent to Lease:

Unit Owners that are not currently leasing their Unit, but wish to, should make a formal, written request to the Board. If the 6-unit limitation has not been reached, the Board will reply confirming the same, and the Unit Owner may lease his/her Unit and shall provide a fully executed lease at least 10 days before a tenant moves in. If the 6-unit limitation has been reached, the Unit will then be placed on List B. Requests to place a Unit on List B shall be made to the Board no less than 30 days before the desired lease start date. While the Unit resides on List B, it may not be leased until approval is granted by the Board. If a Unit Owner does not elect to lease his/her Unit when Board approval is granted, the next Unit Owner on List B shall be placed on List A, and the Board shall notify him/her of the same. Unit Owners on List B may remain on List B for a maximum of three (3) consecutive months.

All existing leased Units for which copies of leases have been filed with the Board shall hereafter be subject to the terms of this Section.

To avoid undue hardship, the Board of Directors may, in its sole discretion, grant permission to a Unit Owner 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, or obtain a lease renewal within the numerical limitation cited above, a Unit Owner (or contract purchaser) must submit a written application to the Board. The application must contain facts showing the hardship to justify the lease. The Board shall respond to each application within thirty (30) days by granting or denying the lease application. The Board has the sole discretion to approve all applications for leases or lease renewals, and any decisions of the Board will bind the Unit Owner.

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Tenancy or leasing by a Unit Owner to a Relative(s) without the Unit Owner occupying the Unit shall be exempt from this Article. "Relative" is defined as a parent, spouse, child or stepchild (natural or adopted), grandparent, grandchild or sibling of a Unit Owner or the Unit Owner's beneficiary if the title to the Unit is held in trust.

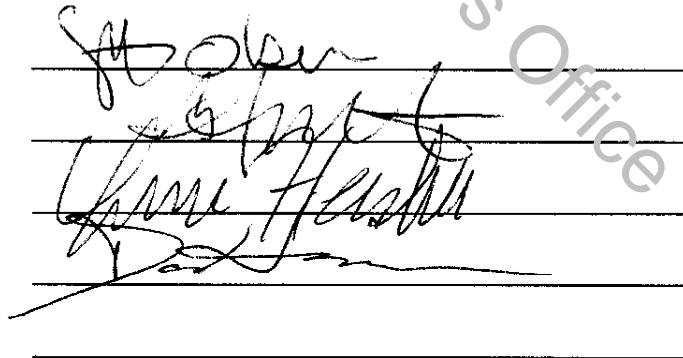
Any Unit Owner leasing his or her Unit shall not be relieved thereby from any obligation under the Declaration, By-Laws or rules and regulations. In addition to any other remedies, by filing an action jointly against the Unit Owner and the lessee, the Association may seek to enjoin the lessee from occupying a Unit or seek to join a lessee under Article IX of the Code of Civil Procedure for failure of the Unit Owner to comply with the leasing restrictions prescribed herein. Any Unit Owner failing to comply with these leasing restrictions shall be subject to remedies available the Association under the Declaration, Illinois Condominium Property Act and/or Illinois Law which include, but shall not be limited to, fines, legal fees and costs and the eviction of their lessee(s).

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 leasing limitation."

Except as expressly set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Board and approving Unit Owners have duly executed this Amendment on the day and year first above written.

BOARD OF DIRECTORS OF ST. GEORGE LOFTS  
CONDOMINIUM

The block contains four horizontal lines with handwritten signatures written over them. The signatures are in black ink and appear to be of various individuals. A large, faint watermark reading 'PROPERTY OF COOK COUNTY CLERK'S OFFICE' is oriented diagonally across the page, passing through the signature area.



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## EXHIBIT B

### LEGAL DESCRIPTION

Unit 101, Unit 102, Unit 103, Unit 104, Unit 105, Unit 106, Unit 107, Unit 108, Unit 109, Unit 201, Unit 202, Unit 203, Unit 204, Unit 205, Unit 206, Unit 207, Unit 208, Unit 209, Unit 301, Unit 302, Unit 303, Unit 304, Unit 305, Unit 306, Unit 307, Unit 308, Unit 309, P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, P-11, P-12, P-13, P-14, P-15, P-16, P-17, P-18, P-19, P-20, P-21, P-22, P-23, P-24, P-25, P-26, P-27 in Lots 17, 18, 19 and 20 in W. O. Cole's Subdivision of Lots 22 to 25 inclusive and Lots 30 to 35 inclusive in Block 2 in L. Stave's Subdivision of that part of the Northeast ¼ of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

**ADDRESS:** 2161 North California Avenue, Chicago, Illinois 60657

**PINS:** ~~13-36-214-025-1001~~ through 13-36-214-025-1054

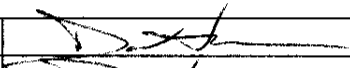
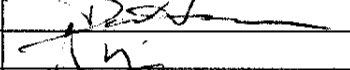
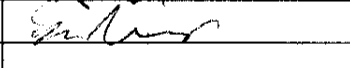
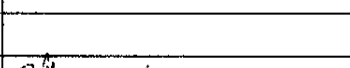
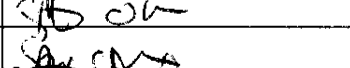
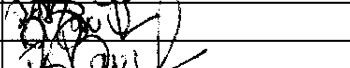
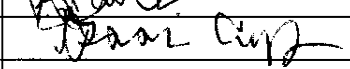

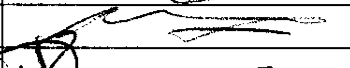
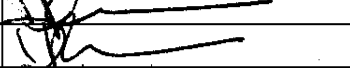
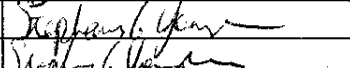
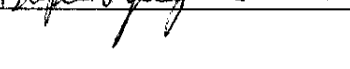



**[UNIT OWNER SIGNATURES ATTACHED]**

Property of Cook County Clerk's Office

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UNIT NUMBER	% OWNERSHIP IN COMMON ELEMENTS	SIGNATURE
101	2.434%	<i>[Signature]</i>
P-1	0.382%	<i>[Signature]</i>
102	3.010%	<i>[Signature]</i>
P-2	0.382%	<i>[Signature]</i>
103	4.107%	<i>[Signature]</i>
P-3	0.382%	<i>[Signature]</i>
104	3.082%	<i>[Signature]</i>
P-4	0.382%	<i>[Signature]</i>
105	4.017%	<i>[Signature]</i>
P-5	0.382%	<i>[Signature]</i>
106	4.357%	<i>[Signature]</i>
P-6	0.382%	<i>[Signature]</i>
107	3.167%	<i>[Signature]</i>
P-7	0.382%	<i>[Signature]</i>
108	3.526%	<i>[Signature]</i>
P-8	0.382%	<i>[Signature]</i>
109	3.738%	<i>[Signature]</i>
P-9	0.382%	<i>[Signature]</i>
201	3.219%	<i>[Signature]</i>
P-10	0.382%	<i>[Signature]</i>
202	2.259%	<i>[Signature]</i>
P-11	0.382%	<i>[Signature]</i>
203	3.661%	<i>[Signature]</i>
P-12	0.382%	<i>[Signature]</i>
204	3.755%	<i>[Signature]</i>
P-13	0.382%	<i>[Signature]</i>
205	2.958%	<i>[Signature]</i>
P-14	0.382%	<i>[Signature]</i>
206	4.175%	<i>[Signature]</i>
P-15	0.382%	<i>[Signature]</i>
207	3.893%	<i>[Signature]</i>
P-16	0.382%	<i>[Signature]</i>
208	2.313%	<i>[Signature]</i>
P-17	0.382%	<i>[Signature]</i>
209	3.273%	<i>[Signature]</i>
P-18	0.382%	<i>[Signature]</i>

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301	3.219%	
P-19	0.382%	
302	2.259%	
P-20	0.382%	
303	3.681%	
P-21	0.382%	
304	2.961%	
P-22	0.382%	
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P-23	0.382%	
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P-25	0.382%	
308	2.318%	
P-26	0.382%	
309	3.273%	
P-27	0.382%	

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