



Eugene "Gene" Moore Fee: \$.00
Cook County Recorder of Deeds
Date: 04/16/2003 02:25 PM Pg: 0
UNIT OWNERSHIP

**SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP,
SOUTH SHORE CLUB CONDOMINIUM ASSOCIATION, CHICAGO, ILLINOIS**

The Second Amendment to the Declaration of Condominium Ownership, South Shore Club Condominium Association, Chicago, Illinois (the "Declaration"), made and entered into this 12th day of April 2003, by the Board of Directors of the South Shore Club Condominium Association (the "Board").

WITNESSETH

The Board administers the property for the South Shore Club Condominium Association, Chicago, Illinois pursuant to the Declaration for the property legally described on Exhibit A, attached hereto and made a part of this Second Amendment.

Pursuant to 765 ILCS 605/27 of the Illinois Property Condominium Act, Section 21 of the Declaration, Article II, Section 8 (d) (e) and Article VII of the By-Laws, the Board of Directors may amend the Declaration regarding its policy on "Restraint of Alienation" by a two thirds (2/3) vote of the Unit Owners.

WHEREAS, on October 3, 1989 the Board affirmatively voted to amend its Declaration and By-Laws to include a "Restraint of Alienation" as follows:

- (a) "It is the intent that the Owner of each unit of South Shore Club Condominium Association shall occupy and use such unit as a private dwelling for himself or his immediate family, and for no other business investment purposes. Therefore, leasing to others as a regular practice for business, speculative investment or other similar purposes is not permitted. In order to meet special situations and to avoid hardships or practical difficulties, the Board of Directors may grant permission to an Owner to lease his unit to a specified lessee for a period of not more than twelve (12) months. Such requests must be submitted in a timely manner to the board for such a determination." Attached as Group Exhibit B.

WHEREAS, the Board has determined in order to maintain the marketability of the units, it would enter into a Second amendment to restrict the number of units available for lease at any given time. This restriction was reasonably related to the health, happiness and peace of mind of the majority of the Owners. This restriction is not discriminatory in intent or application.

WHEREAS, as of April 12, 2003, the Board Amends the Declaration and By-Laws for the South Shore Club Condominium Association, Chicago, Illinois as follows:

- (a) "No more than fifteen percent (24%) or 4 units may be leased at any given time. The Association shall maintain an eighty-five percent (76%) Owner occupancy rate at all times. Requests to lease must be submitted to all Board members in writing no later than 30 days prior to the start of the lease period. No lease may

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DATE 4/16/03
OK BY [Signature]

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exceed a twelve-month period. Owners with an approved existing lease shall make a request in writing to extend the lease for each additional twelve (12) month period on a first come, first serve basis. Any Owner who desires to lease his/her unit must provide to the Board, a proposed lease, sub-lease or assignment of lease, credit check, employment history and two (2) references of the proposed tenant.

During the period of thirty (30) days following receipt by the Board of such written notice and required documents, the Board shall review said request and notify the Owner of Its decision.

The Board shall give no approval for a new lease if four (4) units or greater are currently being leased.

However, in order to meet special situations and to avoid hardships such as death, loss of employment, financial, health or additional hardships as defined and approved by the Association from time to time, the Board may grant permission to an Owner to lease his unit to a specified lessee for a specified period of time not to exceed twelve (12) months.

- (b) All leases in existence at the time this Amendment becomes effective shall terminate at the time of the existing lease period. Existing leases are valid if they were submitted and approved by the Board. All existing leases that are not valid shall terminate on December 31, 2003.

WHEREAS, this Second Amendment to the Declaration and By-Laws for the South Shore Club Condominium Association is binding upon both previous and subsequent Owners. This Second amendment has been approved by two-thirds (2/3) vote of the Owners and the Board of Directors for the South Shore Club Condominium Association has approved this Second Amendment.

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EXHIBIT "A"

LEGAL DESCRIPTION

The south 60 feet of Lot 11 in Division 3, in the South Shore Subdivision of the North fractional ½ of Section 30, with Lots 1,2,4, 64, 66, 125, 127 and 128 of Division 1 in Westfalls Subdivision of 208 acres being the East ½ of the South West ¼ and the South East fractional ¼ of Section 30, Township 38 North, Range 15 East of the third Principle Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium filed with the Registrar of Titles as Document LR3129381, together with its undivided percentage interest in the common elements.

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT "C"****SOUTH SHORE CLUB CONDOMINIUM
PERCENTAGE OWNERSHIP OF COMMON ELEMENTS**

<u>Unit Number</u>	<u>Property Index Numbers</u>	<u>% of Ownership</u>
7138-G	21-30-101-031-1016	4.10
7138-1	1001	6.32
7138-2	1002	6.82
7138-3	1003	6.65
7140-G	1017	6.03
7140-1	1004	6.99
7140-2	1005	6.99
7140-3	1006	6.99
2458-1	1007	6.32
2458-2	1008	6.49
2458-3	1009	6.65
2460-1	1010	4.64
2460-2	1011	4.80
2460-3	1012	4.80
2468-1	1013	4.97
2468-2	1014	5.14
2468-3	1015	5.30

 100%

IN WITNESS WHEREOF, the Board has duly executed this Second Amendment on

12th Day of April 2003.

**BOARD OF DIRECTORS OF SOUTH SHORE CLUB
CONDOMINIUM ASSOCIATION**

President

Thomas D. Jones

Secretary

Kenneth Fong

Treasurer

Prepared by Paula Greene

Mail to:
Thomasine D. Jones
South Shore Club Condo. Assoc.
2460 E. 72nd Street
Chicago, IL 60649

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EXHIBIT Group B

SOUTH SHORE CONDOMINIUM ASSOCIATION

MINUTES OF A SPECIAL MEETING ON OCTOBER 3, 1989 TO DISCUSS RESTRAINT ON ALIENATION. THE MEETING BEGAN AT EIGHT (8) O'CLOCK, P.M.

- * MR. NORMAN BEGAN BY STATING THE PURPOSE OF THE MEETING: TO DETERMINE WHETHER WE, AS A BOARD, WOULD LIKE TO HAVE MORE CONTROL OVER RESIDENCY REMAINING OWNER-ORIENTED. IT WOULD BE BENEFICIAL TO MAINTAIN A HIGH OWNER-OCCUPANCY RATE, FOR THE SAKE OF A GREATER CONCERN ABOUT THE PROPERTY.

WE THEN DISCUSSED THE WORDING THE WORDING OF PARAGRAPH THREE OF THE LAWYER'S NOTICE TO DETERMINE WHETHER OR NOT ALL PERTINENT AREAS WERE COVERED. IT WAS REITERATED THAT THESE PROCEEDINGS DO NOT STEM FROM ANY MALICIOUSNESS, BUT MERELY A CONCERN REGARDING THE LEVEL OF LIVING ENVIRONMENT.

- * SPECIFIC COMPLAINTS WERE THEN ADDRESSED AS TO THEIR LEGITIMACY; ATTACHED LIST STATES ALREADY FILED COMPLAINTS. MRS. POINDEXTER PROCEEDED TO ADD NEW COMPLAINTS. LIVING DIRECTLY BELOW 7140 COLES AVE., APT I S., SHE HAS EXPERIENCED THE FOLLOWING:
HER BATHROOM HAS BEEN FLOODED
WATER RUNS DOWN THE WALLS
PLASTER IS FALLING OFF THE LIVING ROOM CEILING DUE TO EXCESSIVE TRAFFIC OVERHEAD
CHILDREN CONSTANTLY RUNNING OVERHEAD
BOTH PARENT AND CHILDREN OF THE DWELLING IGNORING ATTEMPTS TO COMMUNICATE AND SOLVE THE PROBLEM(S).

AT THIS POINT, FLOYD MENTIONED THAT HE HAS ALSO ATTEMPTED TO TALK TO THE CHILDREN OF THAT ADDRESS, TO NO AVAIL.

MRS. NORMAN AND MRS. POINDEXTER ALSO ADDED THAT, FOR THE FIRST TIME IN NINE YEARS, RODENTS HAVE BEEN SIGHTED. THE FIRST SIGHTING OCCURED APPROXIMATELY THREE MONTHS AGO, CONCURRENT TO THE MOVE-IN TIME OF THE RESIDENTS AT THAT ADDRESS.

- * RETURNING TO THE LANGUAGE OF THE BY-LAWS, IT WAS AGREED THAT STRONGER LANGUAGE AND ENFORCEMENT OF REGULATIONS MUST EXIST. THE LAWYER ASSURED THE BOARD THAT THE LANGUAGE OF THE PROPOSED AMENDMENT WAS BROAD ENOUGH TO BE ACCEPTED BY A COURT OF LAW, YET ALSO ALLOW SOME LEEWAY FOR SPECIAL SITUATIONS. THE CRUX OF THE DEBATE ENDED IN A SIMPLE IDEAL: ANY OWNER WHO CHOSE TO LEASE HIS/HER APARTMENT WOULD NEED TO COME BEFORE THE BOARD. IN SOME CASES, THIS WOULD DENOTE A REQUEST FOR APPROVAL OF A SPECIFIC TENANT, WHILE IN OTHERS IT WOULD DENOTE MERELY A NOTIFICATION OF A NEW TENANT.

MRS. NORMAN SUGGESTED THAT THE BOARD ALSO BECOME MORE INVOLVED IN THE APPROVAL OR DISAPPROVAL OF PROSPECTIVE BUYERS.

MR. NORMAN POINTED OUT THAT THE LANGUAGE OF SPECIAL COMPENSATIONS FOR THE IMMEDIATE FAMILY OF OWNERS WAS BIT VAGUE, AND WOULD NEED TO BE MORE SPECIFIC.

MRS. NORMAN SUGGESTED THAT THE OPTION TO EXTEND A YEARLY LEASE TO AN APPROVED RENTER BE AN OPTION OF THE BOARD BASED UPON A YEARLY REVISION. ALSO, THAT THE LAWYER SPELL OUT EXACTLY WHAT ANY SCREENING PROCESS WOULD CONSIST OF, PRESUMABLY A CREDIT CHECK, EMPLOYMENT HISTORY, REFERENCES, INTERVIEW WITH THE BOARD, AND KNOWLEDGE OF PAST LIVING ARRANGEMENTS. FLOYD VOLUNTEERED TO PROCURE A COPY OF A PRESENTLY USED SCREENING PROCEDURE.

MRS. GIOCONDO QUERIED ABOUT THE CONSEQUENCES OF AN OWNER CIRCUMVENTING THE BY-LAWS OF THE BOARD, AND IT WAS LATER DECIDED THAT IN THAT INSTANCE, IF ACTION WAS NECESSARY, THE LAWYER WOULD BE REQUESTED TO HANDLE THE SITUATION.

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- * MRS. NORMAN MOVED TO VOTE ON THE ACCEPTANCE OF A RESTRAINT OF ALIENATION AMENDMENT FOR THE BOARD'S BY-LAWS.

MRS. GIOCONDO QUALIFIED THE VOTE TO BE IN GENERAL, WITH THE SPECIFIC LANGUAGE REGARDING KEY CONCEPTS TO BE DEFINED OR REMOVED LATER.

MRS. WILLIAMS SECONDED THE MOTION.

THE VOTE WAS AS FOLLOWS:

FOR ACCEPTANCE

FOR DENIAL

MISS LINDA M. BOHANON
 MR. AND MRS. MIKE GIOCONDO
 MR. AND MRS. DORSEY NORMAN
 MRS. LUCILLE WILLIAMS
 MR. EUGENE R. SAFFOLD (PROXY)
 MR. BYRON M. PARRIS (PROXY)
 MS. ALMA PATTON (PROXY)
 MS. JEAN KRANSDORF (PROXY)
 MS. NANCY CASS (PROXY)
 MS. JANICE KILLINGSWORTH (PROXY)

NONE

THE VOTE OF TEN TO NONE EQUATED A TWO-THIRDS VOTE, WHICH WAS NECESSARY FOR THE VOTE TO PASS. ERGO, THE SOUTH SHORE CONDOMINIUM ASSOCIATION ACCEPTED THE PROPOSAL TO AMEND THE BY-LAWS TO INCLUDE RESTRAINT OF ALIENATION.

- * MRS. GIOCONDO TOOK TIME OUT TO THANK MR. AND MRS. NORMAN AND MISS BOHANON FOR THEIR DILIGENT WORK ON THIS MATTER TO DATE.
- * MRS. GIOCONDO SUGGESTED THAT THE BOARD MAKE IMMEDIATE ARRANGEMENTS TO REGAIN POSSESSION OF THE UNIT AT 7140 S. COLES, APT. 1 S, DUE TO A CURRENT NON-COMFORMANCE TO BY-LAWS. THIS INCLUDES ENDANGERING THE HEALTH AND WELL-BEING OF OTHER TENANTS. THIS DETERMINATION WAS BASED ON THE FACT THAT 1) BUILDING SECURITY IS CONSTANTLY BREACHED BY CARELESS CHILDREN, WHO LEAVE SECURITY GATES AND DOORS UNLOCKED, AND WHO LET VISITORS INTO THE BUILDING, BUT REFUSE TO ALLOW THESE SAME VISITORS ENTRY TO THE AFOREMENTIONED APARTMENT; AND THE CONTINUING AND WORSENING PROBLEMS OF REFUSE DISPOSAL AND THE SUBSEQUENT ANIMALS (MICE AND ROACHES).

NEW BUSINESS

THE EXTERMINATOR VISITS THE PREMISES ON THE FOURTH SATURDAY OF EACH MONTH. RESIDENTS SHOULD BE AWARE, AND ALL UNITS TREATED TO CURB THE POSSIBILITY OF INFESTATION.

WHAT WITH THE APPROACH OF FALL, AND THE SUBSEQUENT DROP IN TEMPERATURES, ALL OWNERS ARE REQUESTED TO HAVE THEIR FURNACES CHECKED. THIS IS ESPECIALLY IMPORTANT IN LIGHT OF THE RECENT BUILDING BLOW-UP DUE TO A MALFUNCTIONING FURNACE. THOSE FURNACES LOCATED IN THE BASEMENTS WILL BE CHECKED BY THE SAME GENTLEMAN AS LAST YEAR, FOR THE SAME PRICE. IF YOUR UNIT IS NOT IN THE BASEMENT, PLEASE HAVE A TRAINED PROFESSIONAL CHECK THE WORKINGS, CHANGE THE FILTERS, ETC.

THE NEXT MEETING WILL OCCUR ON OCTOBER 24, 1989, AT 7:30 P.M. AT MIKE AND CAROL GIOCONDO.

THE MEETING WAS ADJOURNED AT 9:30 P.M.

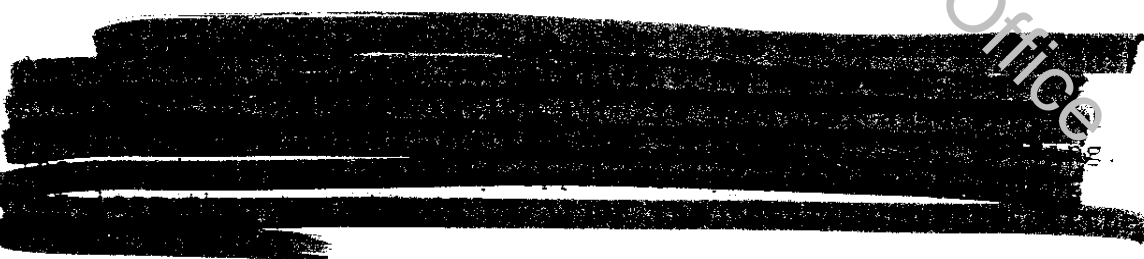
RESPECTFULLY SUBMITTED BY LINDA M. BOHANON, SECRETARY

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In reviewing the current condominium documents, the original declaration, in Paragraph (18), provides only a modicum of control over a unit owner's ability to lease, while not restricting it. The unit owner is only required to provide notice of the existence of the lease and forward a copy of the lease to the Board within ten (10) days from its execution. In order to maintain some continuity while achieving the desired result, it is my recommendation, that Paragraph (18) of the Declaration be amended, in part, to read as follows:

(a) "It is the intent that the Owner of each unit of South Shore Club Condominium Association, shall occupy and use such unit as a private dwelling for himself or his immediate family, and for no other business investment purposes. Therefore, leasing to others as a regular practice for business, speculative, investment or other similar purposes is not permitted. In order to meet special situations and to avoid hardships or practical difficulties, the Board of Directors may grant permission to an Owner to lease his unit to a specified lessee for a period of not more than twelve (12) months. Such requests must be submitted in a timely manner to the board for such a determination."

The language in the above restriction has passed judicial muster and was found not to be unreasonable in its application. It was further viewed to only prohibit a specific form of alienation, which is leasing; however, under specific not unlimited circumstances. It was not viewed as creating a hardship because the association members could terminate the restriction at any time by a vote of its members. Thus, it was found reasonable. This language is clearly general, but not broad in scope. If necessary, the board can still refine the language further to insure it is reflective of its intent. However, the board must be careful not to go too far in totally restricting a unit owner's right to lease. I have no factual basis, but I do not believe it would survive a legal challenge.



Upon an affirmative vote of two-thirds (2/3) or greater of the Unit Owners, each unit owner's mortgagee must be notified of the amendment to the Declaration. An affidavit would also need to be prepared by the Secretary of the Association and made a part of the amendment. As a final act, the modification must be recorded to become effective.