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0719815118

FOURTH AMENDMENT  
TO DECLARATION OF  
CONDOMINIUM  
OWNERSHIP AND OF  
EASEMENTS,  
RESTRICTIONS,  
COVENANTS AND  
BY-LAWS FOR SOUTH  
COMMONS PHASE I  
CONDOMINIUM  
ASSOCIATION

Doc#: 0719815118 Fee: \$38.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/17/2007 03:08 PM Pg: 1 of 8

RECORDING  
DATE 7/17/  
OK BY     

This Fourth Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for South Commons Phase I Condominium:

## WITNESSETH:

WHEREAS, the real estate described on Exhibit 1 was submitted to the Condominium Property Act of the State of Illinois (the "Act") pursuant to a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for South Commons Phase I Condominium recorded in the office of the Recorder of Deeds of Cook County on January 14, 1999 as Document No. 99043982 ("Original Declaration"), as amended by a First Amendment to Declaration of Condominium Ownership recorded on October 29, 1999 as Document No. 09019958 ("First Amendment"), a Second Amendment to Declaration of Condominium Ownership recorded on February 28, 2000 as Document No. 00144662 ("Second Amendment"), and a Third Amendment to Declaration of Condominium Ownership recorded on October 18, 2000 as Document No. 00813757 ("Third Amendment") (the Original Declaration, as amended by the First Amendment, Second Amendment and Third Amendment is collectively, the "Declaration");

WHEREAS, Section 16.6 of the Declaration provides that the provisions of the Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by the President or a Vice-President of the Association and approved by the owners of units representing at least 67% of the total percentage ownership interests in the Association, provided, however, that all holders of first mortgages of record have been notified by certified mail of such change, modification or

THIS INSTRUMENT WAS PREPARED BY AND  
AFTER RECORDING RETURN TO:

## COMMON ADDRESSES:

2901 S. Michigan, 2921 S. Michigan  
2941 S. Michigan, 3001 S. Michigan  
3021 S. Michigan, 3041 S. Michigan  
Chicago, Illinois

DAVID SUGAR  
ARNSTEIN & LEHR LLP  
120 S. RIVERSIDE PLAZA., STE 1200  
CHICAGO, IL 60606

PIN: 17-27-310-093-1001 through  
17-27-310-093-1679

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DATE RECORDING FEE 38.00

DATE 7/17/07 COPIES 6

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rescission, and an affidavit by the Secretary of the Association certifying to such mailing is attached thereto.

WHEREAS, Unit Owners owning more than 67% of the total percentage ownership interests in the Association approved the amendment to the Declaration set forth hereinbelow at a special meeting of Unit Owners called and held for that purpose on April 8, 2005.

NOW, THEREFORE, the undersigned President of the Association, with the prior approval of Unit Owners owning more than 67% of the total percentage ownership interests in the Association, does hereby amend the Declaration as follows:

1. **TERMS.** Terms used herein if not otherwise defined shall have the same meaning as set forth in the Declaration.
2. **AMENDMENT.** Section 3.4 of the Declaration is hereby amended to read in full as follows:

## 3.4 Lease, Sublease or Assignment.

(a) Except as permitted by subsections (i), (ii) and (iii) of this Section 3.4(a), no Unit Owner or other person in possession of a Unit may (a) enter into or renew any "Occupancy Arrangement" (as hereinafter defined) with respect to any Unit on or after June 1, 2005, or (b) allow any person who is not a Unit Owner to occupy a Unit pursuant to an Occupancy Arrangement after June 1, 2005; provided, however, that the Owner of a Unit on June 1, 2005 may allow persons who are not Unit Owners to occupy that Unit pursuant to Occupancy Arrangements for as long as that Unit Owner remains the owner of that Unit. As used herein, "Occupancy Arrangement" means a lease, sublease or other agreement or arrangement, whether written or oral, whereby a Unit Owner or other person in possession of a Unit authorizes a third party to have exclusive use and occupancy of a Unit, regardless of the form of consideration, if any, paid, exchanged or otherwise provided between the Unit Owner (or other person in possession) and such non-Unit Owner third-party.

i. Exception - Family Occupancy Arrangement. A Unit Owner or other person in possession of a Unit may enter into an Occupancy Arrangement with his/her spouse, former spouse, sibling, parent, child, grandparent, or grandchild.

ii. Exception - Dwelling Unit Owned or In Possession of the Association. The Association may enter into a lease or other Occupancy Arrangement with respect to any Unit of which the Association is the Owner or party in possession.

iii. Exception - Hardship. A Unit Owner or other person in possession of a Unit may enter into one (1) lease or other Occupancy Arrangement with respect to such Unit for a period not to exceed one year if the existence of a Hardship Situation (as hereinafter defined) is demonstrated to the reasonable satisfaction of the Board. However, once a Unit Owner or other person in possession enters into an Occupancy Arrangement on or after June 1, 2005 pursuant to this subsection "iii", that Unit Owner or other person in possession may not enter into any further Occupancy Arrangements pursuant to this subsection with respect to such Unit, notwithstanding continuing hardship. As used herein, a "Hardship

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*Situation" means a situation in which the inability to lease a Unit would subject its Owner to financial hardship.*

(b) No Unit shall be leased, subleased or assigned for transient or hotel purposes, which are hereby defined as being for a period of less than six (6) months. Any permitted lease, sublease or assignment shall be in writing, a copy of which must be delivered to the Association not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first, and shall provide that the lease, sublease or assignment shall be subject to the terms of this Declaration and that any failure of the lessee, sublessee or assignee to comply with the terms of this Declaration shall be a default under the lease, sublease or assignment. The Unit Owner making any such permitted lease, or permitting any such sublease or assignment, shall not be relieved thereby from any of his obligations under the Declaration. In addition to any other remedies, by filing an action jointly against the Unit Owner and the lessee, sublessee or assignee, the Association may seek to enjoin a lessee, sublessee or assignee from occupying a Unit or seek to evict a lessee, sublessee or assignee under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by this Section or by the Declaration, By-Laws, and rules and regulations. If any lease or sublease of a Unit Ownership is attempted or consummated without complying with the provisions of this Section 3.4, such lease or sublease shall be subject to the rights and options of the Board, and remedies available to the Board, hereunder or otherwise, including without limitation denial or termination of possession of the Unit.


3. CONTINUATION. Except as expressly modified herein, all terms and conditions of the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed and delivered as of this 25<sup>th</sup> day of October, 2005.

## SOUTH COMMONS PHASE I CONDOMINIUM ASSOCIATION

By:   
Its President

Attest:

By:   
Its Secretary

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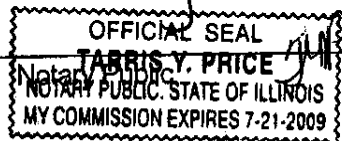
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

## SECRETARY'S AFFIDAVIT

I, Freedra Muldoon, being first on oath duly sworn, depose and state that I am the duly elected Secretary of the South Commons Phase I Condominium Association, an Illinois not for profit corporation, and I hereby certify (1) that Unit Owners owning more than 67% of the total percentage ownership interests in the South Commons Phase I Condominium Association approved the amendment to the Declaration set forth in this Fourth Amendment to Declaration at a special meeting of Unit Owners called and held for that purpose on April 8, 2005, and (2) that a copy of the modifications made to the Declaration in the above and foregoing Fourth Amendment to Declaration has been mailed by certified mail to all holders of first mortgages of record.

Freedra Muldoon

SUBSCRIBED and SWORN to before me  
 this 16<sup>th</sup> day of July, 2007.



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THE SOUTH LINE OF BLOCK 95 AFORESAID (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF BLOCK 98 AFORESAID); THENCE NORTH 89 DEGREES 57 MINUTES 39 SECOND EAST ALONG THE NORTH LINE OF SAID BLOCK 98, A DISTANCE OF 0.009 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOTS 9 TO 16 BOTH INCLUSIVE TO THOMAS' RESUBDIVISION OF THE EAST ½ OF SAID BLOCK 98; THENCE SOUTH 00 DEGREES 05 MINUTES, 44 SECONDS, EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 119.10 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST PARALLEL WITH LINE "A" AFORESAID, A DISTANCE OF 133.51 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 257.50 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST PARALLEL WITH SAID LINE "A", A DISTANCE OF 133.00 FEET TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 14, 1999 AS DOCUMENT NUMBER 99043982, AND AS AMENDED FROM TIME TO TIME.

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HEREINAFTER AS LINE "A"), A DISTANCE OF 298.18 FEET TO A POINT ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF VACATED SOUTH INDIANA AVENUE; THENCE SOUTH 00 DEGREES 07 MINUTES 24 SECONDS EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 308.40 FEET TO THE SOUTH LINE OF BLOCK 95 IN CANAL TRUSTEES' SUBDIVISION AFORESAID (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF BLOCK 98 AFORESAID); THENCE NORTH 89 DEGREES 57 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 98, A DISTANCE OF 0.009 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF 9 TO 16 BOTH INCLUSIVE IN THOMAS' RESUBDIVISION OF SAID BLOCK 98; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS EAST ALONG THE SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 119.10 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 MINUTES 05 MINUTES 44 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 267.86 FEET TO THE EASTERLY EXTENSION OF A LINE 34.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 41 AND 50 TO 63 IN THOMAS AND BOONE'S SUBDIVISION OF BLOCK 98 AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 37 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 298.29 FEET TO THE POINT OF INTERSECTION WITH A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 63 TO 78 BOTH INCLUSIVE, IN THOMAS AND BOONE'S SUBDIVISION AFORESAID; THENCE NORTH 00 DEGREES 03 MINUTES 19 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 254.65 FEET TO A POINT THAT IS 132.40 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 98; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH LINE "A" AFORESAID, A DISTANCE OF 77.58 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH SAID LINE "A" A DISTANCE OF 220.51 FEET TO THE PLACE OF BEGINNING, ALL COOK COUNTY, ILLINOIS.

ALSO,

THAT PART OF BLOCKS 95 AND 98 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON A LINE 60.00 FEET EAST OF AND PARALLEL WITH A LINE CONNECTING THE NORTHWEST CORNER OF LOT 1 IN JOHN LONEGAN'S SUBDIVISION OF LAND IN THE NORTHWEST CORNER OF BLOCK 92 IN CANAL TRUSTEES' SUBDIVISION, AFORESAID, TO THE SOUTHWEST CORNER OF LOT 8 IN THE COUNTY CLERK'S DIVISION OF LOT 3 IN THE ASSESSOR'S DIVISION OF BLOCK 95 AFORESAID, SAID POINT BEING 533.91 FEET SOUTH OF THE NORTH LINE OF LOT 1 IN JOHN LONEGAN'S SUBDIVISION AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE THAT IS PARALLEL WITH A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN E. SMITH'S SUBDIVISION OF ¾ OF THE WEST ½ OF BLOCK 92 AFORESAID, TO THE NORTHWEST CORNER OF LOT 1 JOHN LONEGAN'S SUBDIVISION AFORESAID (SAID PARALLEL LINE HEREINAFTER REFERRED TO AS LINE "A"), A DISTANCE OF 298.18 FEET TO A POINT ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF VACATED SOUTH INDIANA AVENUE; THENCE SOUTH 00 DEGREES, 07 MINUTES, 24 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 170.00 FEET TO THE PLACE BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 07 MINUTES, 24 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 138.40 FEET TO



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## Exhibit 1

### (LEGAL DESCRIPTION FOR SOUTH COMMONS PHASE I CONDOMINIUM)

SOUTH COMMONS PHASE I CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF BLOCKS 92 AND 95, AND OF VACATED EAST 29TH STREET NORTH OF SAID BLOCK 92, IN CANAL TRUSTEES' SUBDIVISION OF THE WEST  $\frac{1}{2}$  OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50.00 FEET WEST OF THE NORTHWEST CORNER OF LOT 3 IN HARLOW N. HIGINBOTHAM'S SUBDIVISION OF PART OF LOTS 21, 22 AND 23 IN THE ASSESSOR'S DIVISION OF THE NORTH 173.7 FEET OF THE EAST  $\frac{1}{2}$  OF BLOCK 92 AFORESAID, SAID POINT BEING 8.00 FEET NORTH OF A LINE "X" DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN E. SMITH'S SUBDIVISION OF  $\frac{3}{4}$  OF THE WEST  $\frac{1}{2}$  OF BLOCK 92 AFORESAID TO THE NORTHWEST CORNER OF LOT 1 IN JOHN LONEGAN'S SUBDIVISION OF LAND IN THE NORTHWEST CORNER OF BLOCK 92 AFORESAID; THENCE WEST ALONG A LINE 8.00 FEET NORTH OF AND PARALLEL WITH SAID LINE "X", A DISTANCE OF 113.16 FEET; THENCE SOUTH PERPENDICULARLY TO SAID LINE "X", A DISTANCE OF 17.33 FEET; THENCE WEST ALONG A LINE 9.33 FEET SOUTH OF AND PARALLEL WITH SAID LINE "X" 184.69 FEET MORE OR LESS, TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 1, 60.00 FEET EAST OF THE NORTHWEST CORNER THEREOF, IN JOHN LONEGAN'S SUBDIVISION AFORESAID; TO A POINT ON THE SOUTH LINE OF LOT 8, 60.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF, IN THE COUNTY CLERK'S DIVISION OF LOT 3 OF BLOCK 95 AFORESAID; THENCE SOUTH ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 524.58 FEET; THENCE EAST PARALLEL WITH SAID LINE "X" 298.18 FEET MORE OR LESS, TO THE POINT OF INTERSECTION WITH A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF VACATED SOUTH INDIANA AVENUE, (SAID EAST LINE BEING A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 6 IN THE SUBDIVISION OF THE WEST  $\frac{1}{2}$  OF THE SOUTH  $\frac{1}{3}$  OF THE EAST  $\frac{1}{2}$  OF BLOCK 95 AFORESAID TO THE NORTHWEST CORNER OF LOT 3 IN HARLOW N. HIGINBOTHAM'S SUBDIVISION AFORESAID); THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO,

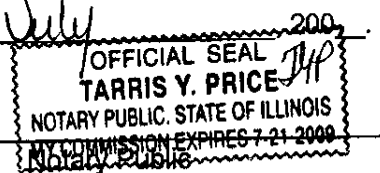
THAT PART OF BLOCK 98 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST  $\frac{1}{2}$  OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON A LINE 60.00 FEET EAST OF AND PARALLEL WITH A LINE CONNECTING THE NORTHWEST CORNER OF LOT 1 IN JOHN LONEGAN'S SUBDIVISION OF LAND IN THE NORTHWEST CORNER OF BLOCK 92 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, TO THE SOUTHWEST CORNER OF LOT 8 IN THE COUNTY CLERK'S DIVISION OF LOT 3 IN THE ASSESSOR'S DIVISION OF BLOCK 95 AFORESAID, SAID POINT BEING 533.91 FEET SOUTH OF THE NORTH LINE OF LOT 1 IN LONEGAN'S SUBDIVISION AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE THAT IS PARALLEL WITH A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN E. SMITH'S SUBDIVISION OF  $\frac{3}{4}$  OF THE WEST  $\frac{1}{2}$  OF BLOCK 92 AFORESAID, TO THE NORTHWEST CORNER OF LOT 1 IN JOHN LONEGAN'S SUBDIVISION AFORESAID (SAID PARALLEL LINE

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, TARIS V. PRICE, a Notary Public in and for the County and State aforesaid, do hereby certify that Stephen Jacob and Freda Muldoon, as President and Secretary, respectively, of the South Commons Phase I Condominium Association, an Illinois not for profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16<sup>th</sup> day of July, 2009



4