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**FIRST AMENDMENT TO
THE DECLARATION OF
CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS,
RESTRICTIONS,
COVENANTS AND BY-
LAWS FOR SOUTH
SHORE PLACE
CONDOMINIUM
ASSOCIATION**



Doc#: 1010618078 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/16/2010 03:40 PM Pg: 1 of 5

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws (hereafter the "Declaration") for South Shore Place Condominium Association (hereafter the "Association"). Which Declaration was recorded on July 30, 2004, as Document Number 0421210075 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A" which is attached hereto and made part hereof.

WITNESSETH:

WHEREAS, the Board of Directors and Unit Owners desire to adopt an Amendment to restrict leasing at the Association; and

WHEREAS, pursuant to Article 13 –Transfer Of A Unit, Section 13.1 & 13.2 of the Declaration, the Declaration and the By-Laws may be amended by an instrument in writing setting forth such Amendment that is approved by the affirmative vote of a majority of the votes cast by the Owners, in person or by proxy, at a duly convened general or special meeting of members and is executed and recorded by the President or a Vice President and the Secretary, an Assistant Secretary, Treasurer or other officer authorized by the Board.

WHEREAS, said instrument has been signed and acknowledged by the President and the Secretary of the Association;

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

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Unit Leasing & Rental Agreements

Amendment to ARTICLE 13 – TRANSFER OF A UNIT, section 13.1 & 13.2

Policy Statement

Pursuant to the amended Declarations, effective January 10, 2007, by unanimous vote, with notice given that the Board has determined that it shall be the policy of the South Shore Place Condominium Association that no new owner shall be allowed to rent or lease held properties until which time said owner has occupied said property for no less than 12 months. Upon which time, each homeowner shall keep the Association informed of their intentions to rent, or lease held properties. In the event that over 30% (7) of the units are renter occupied, there will be a moratorium on any owner renting or leasing their property until such time as the percentage of renters is below the agreed allowance of 30%.

Any current owner wishing to lease a unit that has not been previously rented, must apply for and obtain the Association's permission. With the approval of the Board of Directors, owners may rent out units for not less than a 12-month period. Daily and weekly rentals are prohibited. Government assisted rentals are prohibited without a board interview and the expressed written approval from the Board of Directors of The South Shore Place Condominium Association. Permission may be withheld based upon the Board's determination of the existing percentage of leased units. However, the Association may form a contract and grant permission to an owner to lease a unit in the event of hardship as solely determined by the Board of Directors. Any leasing decision by the Board shall be subjected to the Declaration, By-Laws and rules and regulations governing the Association.

Policy Procedures

1. Owners shall submit a written request to the board of directors of the South Shore Place Condominium Association with their intent to rent/lease a unit, and will then be placed on the Association waiting list, which will be maintained by chronological submission, outlining their name and Unit number. The owner MUST BE current on his/her assessment payments.
2. In the event less than thirty percent (30%), or 7 units are currently being leased out, and the Owner is in compliance with the provisions of this Amendment, the Owner shall be permitted to lease the Unit.
3. If the board grants approval to the owner to rent/lease a unit, the owner must
 - a. pay two months of assessments as a deposit and
 - b. submit a copy of the rental agreement or lease to the board within 5 days
4. Upon entrance, the tenant shall provide the board with his or her contact information.
5. In the event over thirty percent (30%), or 7 units are currently being leased out, the Owner's name and Unit number shall be added to the Association waiting list to be maintained by the Board or the managing agent, and the Unit may not be leased except as set forth below.
 - a. Once a Unit which is currently being leased out reverts to resident owner status, or the Owner sells the Unit or otherwise indicates that the Unit will no longer be leased, the name & Unit on the Association waiting list for the longest period of time shall have the first opportunity to lease their Unit. That Owner will be given thirty (30) days to indicate whether they intend to lease out their Unit. That Owner will then have an additional thirty (30) days to present a signed lease to the Board, otherwise the right to lease shall pass to the next Owner on the waiting list.
 - b. Occupancy of a Unit by a blood relative(s) of a Unit Owner without the Unit Owner being a resident shall not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties. (A blood relative is defined as a spouse, parent, child (natural or adopted), grandparent, grandchild or sibling of a Unit Owner).
 - c. To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease out their Unit for a period of not less than one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Unit Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease based on the grounds of hardship. The Board's decision shall be final and binding.
 - d. The Board of Directors of the Association shall have the right to lease any Association owned Units or any Unit which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.

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Policy Purpose

This clause on lease and rental agreements provides a statement of the rights of the owner regarding the lease or rental of the unit, including any restrictions or conditions on the lease or rental of units, together with a reference to any provision in the declaration, bylaws or rules and regulations that pertains to the lease or rental of units by unit owners. This provision adds to the required disclosure a statement requesting the approval of the board prior to rental/lease agreements and limits the number of rental occupied units within South Shore Condominiums. In order to maintain the ability of owners to resale and/or refinance their units, this amendment addresses the issue of Mortgage companies favoring clients in buildings where the owner to renter occupancy ratio is less than or equal to 2:1.

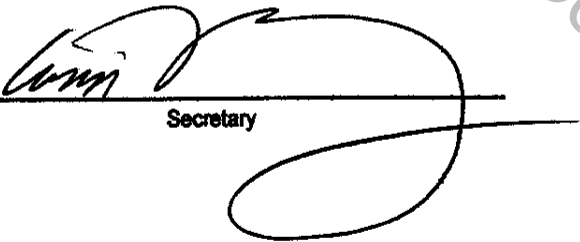
Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

APPROVED THIS 16th DAY OF September, 2009.

SOUTH SHORE PLACE CONDOMINIUM ASSOCIATION

By: 

President

By: 


Secretary

State of Illinois

County of Cook

Signed (or subscribed or attested) before me on

4.16.2010 by Robb Louis Jackson



Notary

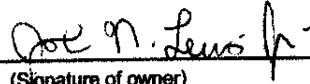
"OFFICIAL SEAL"
Denise Peel
Notary Public, State of Illinois
Cook County
My Commission Expires May 23, 2011

Property of Cook County Clerk's Office

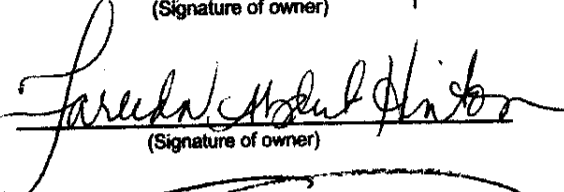
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Authorized signatures of owners in agreement to approve (by the affirmative vote of a majority of the Association Owners) the 1st Amendment to the Declaration of the South Shore Place Condominium Association. Date 9/16/09.

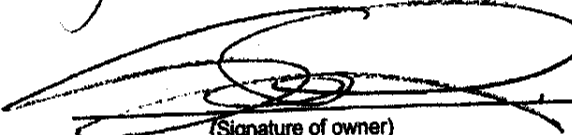
Unit Owner - 1301-2: Joe Lewis, Jr.


(Signature of owner)

Unit Owner - 1301-3: Fareeda Abdul-Hinton


(Signature of owner)

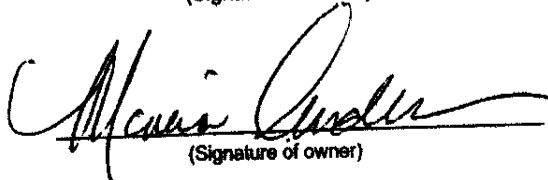
Unit Owner - 1301-6: Sean O'Donovan


(Signature of owner)


Unit Owner - 1303-2: Corey Moreland


(Signature of owner)

Unit Owner - 1303-4: Marcia Anderson


(Signature of owner)

Unit Owner - 1303-6: Jacquelyn Jackson


(Signature of owner)


Unit Owner - 1305-1: Rockland Page


(Signature of owner)

Unit Owner - 1305-2: Deborah Williams


(Signature of owner)

Unit Owner - 1305-4: Tiffany Hunt


(Signature of owner)

Unit Owner - 1307-2: Adetoun Bakare


(Signature of owner)

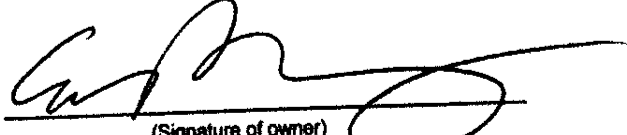
Unit Owner - 1307-4: Stephanie White


(Signature of owner)

Unit Owner - 1307-6: Lakesha Nelson


(Signature of owner)

Unit Owner - 1307-G: Casisi Broadney


(Signature of owner)

Property of COOK COUNTY
Clerk's Office

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EXHIBIT A

**TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR
SOUTH SHORE PLACE CONDOMINIUM ASSOCIATION**

LEGAL DESCRIPTION

LOTS 21, 22, 23 AND 24 IN BLOCK 6 ON JOHN G. SHORTALL TRUSTEE'S SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST ½ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN - 20-26-205-001

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