

# Limiting renters via bylaws has better chance to stand

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Q. We are a 100-unit condominium building in the near west Loop. Our management company has failed to keep track of owners and renters, so we have no idea who lives in our building, let alone the percentage of leased units.

During a recent homeowners meeting, the association members voted to reduce the number of tenants to 30 percent of the units by an amendment to our bylaws. Our property manager is telling us that it is illegal to restrict the number of renters in a condominium building. Is the manager correct?

A. The board of directors and management must keep a current list of owners and tenants in the association. Section 19 of the Illinois Condominium Property Act requires the board of directors to keep a list of current owners. This list is available to association members for certain purposes.

For security reasons, it is also essential that the board and management know who is residing in the building. Section 18(n) of the Condominium Act requires that an investor owner provide a copy of a lease to the board before the tenant occupies the unit.

Boards frequently ask whether associations can limit the number of leased units. Illinois courts have ruled that an association may prohibit leasing. Illinois courts have not decided whether a condominium association can limit the number of leased units.

If a restriction is contained in the declaration or bylaws, it is presumed to be valid. By passing the amendment in your bylaws, the association has a better chance of having this restriction upheld if challenged by an investor owner.

Q. I live in a 100-unit high-rise building on the North Side. Attached to our condominium building is a garage containing parking spots that which are deeded to the unit owners.

Building management has discovered structural problems with the garage and repairs will require owners of approximately one-half of the spots to vacate them during the repair process.

Building management has advised these owners that the association is not obligated to reimburse them for the cost of finding alternate parking. Is this true?

A. The association is not obligated to reimburse owners for parking assessments that owners pay during the garage repair project. The board should attempt to find alternate parking, if available, in the area and use the monthly parking assessments to fund this temporary relocation.

Garage repairs are expensive and inconvenient, but are a necessary expense to maintain the structure. The weight of cars and the moisture and salt brought into the structure during the changing seasons causes garage deterioration. At the direction of contractors, the board and management have no choice but to vacate the portion of the garage to be repaired. To preserve goodwill, boards should attempt to locate alternative parking.

Q. I have lived in my condominium for almost 29 years. We need balcony repairs. Our balconies were last repaired approximately 12 years ago. At that time, all 60 units paid their share for

repairs as a common expense, regardless of whether owners had a balcony. The first-floor owners in the building do not have a balcony.

We have just been notified that the new balcony repair project will cost approximately \$600,000, but only owners with balconies will pay this cost. The board has been advised by the association attorney to allocate this cost.

As a balcony owner, do I have to assume the cost directly?

A. I assume that association counsel reviewed the declaration and bylaws and determined that balconies are limited common elements; and your documents permit the board to charge all or part of the balcony cost to unit owners. This allocation is legal because it recognizes that certain owners do not have balconies. Unless the owners vote to amend the declaration and bylaws, owners with these limited common elements will have to bear the cost for this large expense.

Q. I purchased a condominium in a courtyard building in Chicago about 1 1/2 years ago. I chose this building because it was dog-friendly with a large, fenced-in green area. Several owners have dogs and have been using these open areas to play with their pets and socialize.

Recently, a couple of new board members were elected and they plan to make these areas off limits to dogs. Is the board allowed to change usage of common areas with just a majority vote of the board? About 10 of the 38 owners in our building have dogs.

A. The board may control the use of common areas by a majority vote. If the association permits dogs, the board should attempt to reserve a portion of the common area for pet use, if possible. Some buildings do not have open areas large enough or convenient for pet use.

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