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**AMENDMENT TO
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS,
RESTRICTIONS,
COVENANTS AND BY-
LAWS FOR THE
MAGNOLIA SQUARE I
CONDOMINIUM
ASSOCIATION**

0030416818

6095/0262 50 001 Page 1 of 8
2003-03-27 15:04:40
Cook County Recorder 38.00



For use by Recorder's Office only

This Amendment to Declaration made and entered into the 25th day of February, 2003, is an amendment to that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Magnolia Square I Condominium Association (hereinafter referred to as "Declaration") recorded on February 11, 2002 as Document No. 0020169553.

WITNESSETH:

WHEREAS, the Board of Directors and members of Magnolia Square I Condominium Association (hereinafter referred to as the "Association") desire to amend the Declaration; and

WHEREAS, pursuant to Article XXI, Section 6 of the Declaration, the Declaration may be amended by an instrument signed and acknowledged by all the members of the Board and at least two-thirds (2/3rds) of the owners and containing an affidavit by an officer of the Board certifying that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit not less than ten days prior to the date of such affidavit. Any amendment adopted pursuant to the above provisions shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, said instrument has been signed and acknowledged by all members of the Board (Exhibit B attached hereto); and

WHEREAS, said instrument has been signed by two-thirds (2/3rds) of the owners, their signatures being attached hereto; and

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WHEREAS, an affidavit is attached hereto as Exhibit C certifying that a complete copy of the amendment has been mailed by certified mail to all mortgagees having a bona fide lien of record not less than ten days prior to the execution of said affidavit.

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows (additions to text are shown as underlined and deletions to text are shown as a ~~strikeout~~):

Article IX of the Declaration shall be amended by adding the following paragraph:

Leasing of Units. In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the premises. Unit owners are prohibited from leasing their units. Any unit owners leasing their units and having a current lease on file with the Association as of the effective date of this amendment may continue to lease their unit until the current lease expires, at which time the Owner may no longer have a tenant reside in the unit. Any Owners leasing their units as of the effective date of this amendment must provide the Board with a copy of the lease within fourteen (14) days of the recording of this document. Failure to do so will prohibit those Owners from leasing their units.

(1) This restriction shall not apply to the leasing of a unit to a blood relative. A blood relative shall be defined as parent(s), grandparent(s), children, grandchildren, brother(s) and/or sister(s). The Board reserves the right to request proof of the relationship. The Board's decision as to the proof of relationship shall be final and binding.

(2) Any Unit Owner may apply for a one time hardship waiver of enforceability of this policy. The Unit Owner must submit a request, in writing, to the Board of Managers, requesting a hardship waiver, setting forth all reasons why they are entitled to same. If the Board determines a hardship exists, the Unit Owner requesting such hardship will be permitted to lease their unit for a period of not less than nine (9) consecutive months, or more than twelve (12) consecutive months. Once the tenant moves out or this period expires, whichever occurs first, the Owner must come into compliance with this amendment and may no longer lease their unit. Failure to abide by all rules and regulations of the Association may result in revocation of hardship status.

(2) The effective date of this Amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Cook County.

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(3) Any Unit in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Managers may be subject to a flat or daily fine to be determined by the Board of Managers upon notice and an opportunity to be heard.

(4) In addition to the authority to levy fines against the Unit Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or their tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.

(5) Any action brought on behalf of the Association and/or the Board of Managers to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(6) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(7) 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.

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

This Amendment is executed by an instrument in writing, signed and acknowledged by all members of the Board of Directors of the Association and at least two-thirds (2/3rds) of the unit owners and a majority of first mortgagees of units which are subject to a mortgage or trust deed, and the signatories hereby warrant that they possess full power and authority to execute this instrument.

**This document prepared by and after
recording to be returned to:**

ROBERT B. KOGEN
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 – 847/537-0500

EXHIBIT A

LEGAL DESCRIPTION

The following described units in Magnolia Square I Condominiums, as delineated on a survey of the following described tract of land: Lots 23 and 24 in Block 1 in Brockhausen and Fischer's First Addition to Edgewater, being a Subdivision of the north 60 Rods of the East half of the Northwest quarter of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to the Declaration of Condominium recorded as document 0020169553 on February 11, 2002 as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Unit Number	PIN Number	(for informational purposes only) Commonly Known As:
6251-1	14-05-115-001 Underlying (Not yet divided)	6251 North Magnolia, Unit 6251-1, Chicago Illinois 60660
6251-2	14-05-115-001 Underlying (Not yet divided)	6251 North Magnolia, Unit 6251-2, Chicago Illinois 60660
6251-3	14-05-115-001 Underlying (Not yet divided)	6251 North Magnolia, Unit 6251-3, Chicago Illinois 60660
6251-G	14-05-115-001 Underlying (Not yet divided)	6251 North Magnolia, Unit 6251-G, Chicago Illinois 60660
6253-1	14-05-115-001 Underlying (Not yet divided)	6253 North Magnolia, Unit 6253-1, Chicago Illinois 60660
6253-2	14-05-115-001 Underlying (Not yet divided)	6253 North Magnolia, Unit 6253-2, Chicago Illinois 60660
6253-3	14-05-115-001 Underlying (Not yet divided)	6253 North Magnolia, Unit 6253-3, Chicago Illinois 60660
6253-G	14-05-115-001 Underlying (Not yet divided)	6253 North Magnolia, Unit 6253-G, Chicago Illinois 60660
6259-1	14-05-115-001 Underlying (Not yet divided)	6259 North Magnolia, Unit 6259-1, Chicago Illinois 60660
6259-2	14-05-115-001 Underlying (Not yet divided)	6259 North Magnolia, Unit 6259-2, Chicago Illinois 60660
6259-3	14-05-115-001 Underlying (Not yet divided)	6259 North Magnolia, Unit 6259-3, Chicago Illinois 60660
6259-G	14-05-115-001 Underlying (Not yet divided)	6259 North Magnolia, Unit 6259-G, Chicago Illinois 60660
P-1	14-05-115-001 Underlying (Not yet divided)	Parking Space
P-2	14-05-115-001 Underlying (Not yet divided)	Parking Space
1219-1	14-05-115-001 Underlying (Not yet divided)	1219 West Rosemont, Unit 1219-1, Chicago Illinois 60660
1219-2	14-05-115-001 Underlying (Not yet divided)	1219 West Rosemont, Unit 1219-2, Chicago Illinois 60660
1219-3	14-05-115-001 Underlying (Not yet divided)	1219 West Rosemont, Unit 1219-3, Chicago Illinois 60660
1219-G	14-05-115-001 Underlying (Not yet divided)	1219 West Rosemont, Unit 1219-G, Chicago Illinois 60660
1221-1	14-05-115-001 Underlying (Not yet divided)	1221 West Rosemont, Unit 1221-1, Chicago Illinois 60660
1221-2	14-05-115-001 Underlying (Not yet divided)	1221 West Rosemont, Unit 1221-2, Chicago Illinois 60660
1221-3	14-05-115-001 Underlying (Not yet divided)	1221 West Rosemont, Unit 1221-3, Chicago Illinois 60660
1215-1	14-05-115-001 Underlying (Not yet divided)	1215 West Rosemont, Unit 1215-1, Chicago Illinois 60660
1215-2	14-05-115-001 Underlying (Not yet divided)	1215 West Rosemont, Unit 1215-2, Chicago Illinois 60660
1215-3	14-05-115-001 Underlying (Not yet divided)	1215 West Rosemont, Unit 1215-3, Chicago Illinois 60660
1215-G	14-05-115-001 Underlying (Not yet divided)	1215 West Rosemont, Unit 1215-G, Chicago Illinois 60660
1217-1	14-05-115-001 Underlying (Not yet divided)	1217 West Rosemont, Unit 1217-1, Chicago Illinois 60660

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1217-2	14-05-115-001 Underlying (Not yet divided)	1217 West Rosemont, Unit 1217-2, Chicago Illinois 60660
1217-3	14-05-115-001 Underlying (Not yet divided)	1217 West Rosemont, Unit 1217-3, Chicago Illinois 60660

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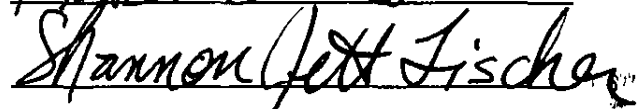
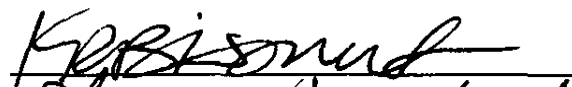

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EXHIBIT B

APPROVAL BY BOARD OF DIRECTORS

We, the undersigned, are the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

FEB. EXECUTED AND ACKNOWLEDGED this 25 day of _____, 2003.



Board of Directors of Magnolia Square I
Condominium Association

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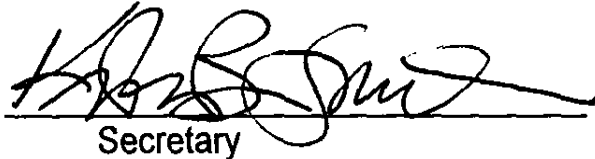
EXHIBIT C

AFFIDAVIT OF MAILING

I, Kristin Smart, state that I am the Secretary of the Board of Directors of the Magnolia Square I Condominium Association, and hereby certify that the foregoing Amendment was mailed to mortgagees having bona fide liens of record against any unit ownership at least ten days prior to the date of this affidavit.

Dated: Feb. 25, 2003

By:


Secretary

Property of Cook County Clerk's Office

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PETITION TO APPROVE AMENDING THE DECLARATION FOR 80416818 MAGNOLIA SQUARE I CONDOMINIUM ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of Condominium Ownership for the Magnolia Square I Condominium Association, specifically regarding the leasing of units, as attached hereto.

Name (Signature)	Address	Name of Address of Mortgagee
<i>Christina Sutherland</i>	1219 W Rosemont #2	Christina Sutherland
<i>Van Harsant</i>	1215 W Rosemont #1	Van Harsant
<i>Clark Hamilton</i>	6259 N. Magnolia	Clark Hamilton ABN
<i>Lawrence M. Gorsich</i>	1215 W. ROSEMONT #2	LAWRENCE M. GORSICH 1215 W. ROSEMONT #2
<i>Jonathan Bohrer</i>	6253 N. Magnolia #1	Jonathan Bohrer ABN-AMBRO 6253 W. Magnolia #1
<i>Derek R. Smarts</i>	6253 N. MAGNOLIA #2	DEREK R. SMARTS
<i>Eric T. Williams</i>	6251 N. MAGNOLIA #2	ERIC T. WILLIAMS
<i>Margit Zucker</i>	6251 N. Magnolia #1	Margit Zucker
<i>John Ruhl</i>	6259 N. Magnolia #2	John Ruhl
<i>Eileen Kristic</i>	6251 N. MAGNOLIA #3	EILEEN KRISTIC
<i>Catherine Cain</i>	1219 W. Rosemont #3	Catherine Cain
<i>Patricia Feaheny</i>	1217 W Rosemont #3	Patricia Feaheny
<i>Countrywide</i>	6259 N. MAGNOLIA #3	COUNTRY WIDE
<i>Washington Mutual</i>	1217 W. Rosemont #2	WASHINGTON MUTUAL
<i>RBC Mortgage</i>	1215 W ROSEMONT #3	RBC MORTGAGE
<i>ABN-AMBRO</i>	1221 W. Rosemont #2	ABN-AMBRO
<i>Countrywide</i>	1217 W ROSEMONT #1	COUNTRY WIDE

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<p>AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY- LAWS FOR THE MAGNOLIA SQUARE I CONDOMINIUM ASSOCIATION</p>	<p>30416818</p> <p>For use by Recorder's Office only</p>
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This Amendment to Declaration made and entered into the 25th day of February, 2003, is an amendment to that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Magnolia Square I Condominium Association (hereinafter referred to as "Declaration") recorded on February 11, 2002 as Document No. 0020169553.

WITNESSETH:

WHEREAS, the Board of Directors and members of Magnolia Square I Condominium Association (hereinafter referred to as the "Association") desire to amend the Declaration; and

WHEREAS, pursuant to Article XXI, Section 6 of the Declaration, the Declaration may be amended by an instrument signed and acknowledged by all the members of the Board and at least two-thirds (2/3rds) of the owners and containing an affidavit by an officer of the Board certifying that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit not less than ten days prior to the date of such affidavit. Any amendment adopted pursuant to the above provisions shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

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V
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WHEREAS, said instrument has been signed and acknowledged by all members of the Board (Exhibit B attached hereto); and

WHEREAS, said instrument has been signed by two-thirds (2/3rds) of the owners, their signatures being attached hereto; and

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WHEREAS, an affidavit is attached hereto as Exhibit C certifying that a complete copy of the amendment has been mailed by certified mail to all mortgagees having a bona fide lien of record not less than ten days prior to the execution of said affidavit.

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows (additions to text are shown as underlined and deletions to text are shown as a ~~strikeout~~):

Article IX of the Declaration shall be amended by adding the following paragraph:

Leasing of Units. In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the premises. Unit owners are prohibited from leasing their units. Any unit owners leasing their units and having a current lease on file with the Association as of the effective date of this amendment may continue to lease their unit until the current lease expires, at which time the Owner may no longer have a tenant reside in the unit. Any Owners leasing their units as of the effective date of this amendment must provide the Board with a copy of the lease within fourteen (14) days of the recording of this document. Failure to do so will prohibit those Owners from leasing their units.

(1) This restriction shall not apply to the leasing of a unit to a blood relative. A blood relative shall be defined as parent(s), grandparent(s), children, grandchildren, brother(s) and/or sister(s). The Board reserves the right to request proof of the relationship. The Board's decision as to the proof of relationship shall be final and binding.

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(2) The effective date of this Amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Cook County.

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(3) Any Unit in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Managers may be subject to a flat or daily fine to be determined by the Board of Managers upon notice and an opportunity to be heard.

(4) In addition to the authority to levy fines against the Unit Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or their tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.

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(6) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(7) 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.

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

This Amendment is executed by an instrument in writing, signed and acknowledged by all members of the Board of Directors of the Association and at least two-thirds (2/3rds) of the unit owners and a majority of first mortgagees of units which are subject to a mortgage or trust deed, and the signatories hereby warrant that they possess full power and authority to execute this instrument.

**This document prepared by and after
recording to be returned to:**

ROBERT B. KOGEN
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 – 847/537-0500

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EXHIBIT A

LEGAL DESCRIPTION

The following described units in Magnolia Square I Condominiums, as delineated on a survey of the following described tract of land: Lots 23 and 24 in Block 1 in Brockhausen and Fischer's First Addition to Edgewater, being a Subdivision of the north 60 Rods of the East half of the Northwest quarter of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to the Declaration of Condominium recorded as document 0020169553 on February 11, 2002 as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

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6251-G	14-05-115-001 Underlying (Not yet divided)	6251 North Magnolia, Unit 6251-G, Chicago Illinois 60660
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1217-2	14-05-115-001 Underlying (Not yet divided)	1217 West Rosemont, Unit 1217-2, Chicago Illinois 60660
1217-3	14-05-115-001 Underlying (Not yet divided)	1217 West Rosemont, Unit 1217-3, Chicago Illinois 60660

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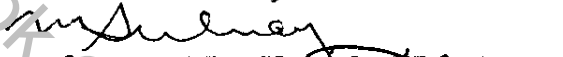
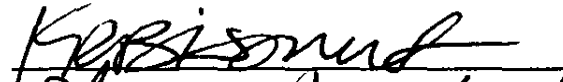
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EXHIBIT B

APPROVAL BY BOARD OF DIRECTORS

We, the undersigned, are the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this 25 day of FEB., 2003.



Board of Directors of Magnolia Square I
Condominium Association

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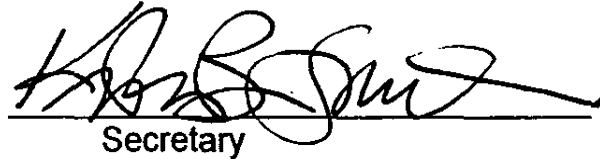
EXHIBIT C

AFFIDAVIT OF MAILING

I, Kristin Smart, state that I am the Secretary of the Board of Directors of the Magnolia Square I Condominium Association, and hereby certify that the foregoing Amendment was mailed to mortgagees having bona fide liens of record against any unit ownership at least ten days prior to the date of this affidavit.

Dated: Feb. 25, 2003

By:


Secretary

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PETITION TO APPROVE AMENDING THE DECLARATION FOR MAGNOLIA SQUARE I CONDOMINIUM ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of Condominium Ownership for the Magnolia Square I Condominium Association, specifically regarding the leasing of units, as attached hereto.

Name (Signature)	Address	Name of Address of Mortgagee
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<i>Van Habscht</i>	1215 W Rosemont #1	Van Habscht
<i>Clark Hamilton</i>	6259 N. Magnolia	Clark Hamilton ABN
<i>Lawrence M. Garsich</i>	1215 W. Rosemont #2	LAWRENCE M. GARSICH 1215 W. ROSEMONT #2
<i>Sonathan Bohrer</i>	6253 N. Magnolia #1	Sonathan Bohrer ABN-AMBRO
<i>Derek R. Smart</i>	6253 N. Magnolia #2	Derek R. Smart
<i>Eric T. Williams</i>	6251 N. Magnolia #2	ERIC T. WILLIAMS
<i>Margit Zueker</i>	6251 N. Magnolia #1	Margit Zueker
<i>John Ruhl</i>	6259 N. Magnolia #2	John Ruhl
<i>Eileen Kristic</i>	6251 N. Magnolia #3	Eileen Kristic
<i>Catherine Cain</i>	1219 W. Rosemont #3	Catherine Cain
<i>Patricia Feaheny</i>	1217 W. Rosemont #3	Patricia Feaheny
<i>Countrywide</i>	6259 N. MAGNOLIA #3	COUNTRYWIDE
<i>Washington Mutual</i>	1217 W. Rosemont #2	Washington Mutual
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<i>ABN-AMBRO</i>	1221 W. Rosemont #2	ABN-AMBRO
<i>Countrywide</i>	1217 W. ROSEMONT #1	COUNTRY WIDE