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This instrument prepared by
and after recording return to:

Steinberg & Steinberg, Ltd.
Attorneys at Law
111 W. Washington St.-Suite 1421
Chicago, IL 60602



Doc#: 0504903074
Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 02/18/2005 12:02 PM Pg: 1 of 14

ABOVE SPACE FOR RECORDER'S USE ONLY

F	<i>[Signature]</i>	A
P	<i>[Signature]</i>	P
T	<i>[Signature]</i>	V
I	<i>[Signature]</i>	

AMENDMENT TO DECLARATION OF CONDOMINIUM AND BYLAWS RECORDED AS PART OF DOCUMENT NUMBER 00659584, AS AMENDED

THIS AMENDMENT is made this 17 day of February, 2005 to the DECLARATION OF CONDOMINIUM AND BYLAWS FOR THE PLAZA 32 CONDOMINIUM, by PLAZA 32 CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation, ("Association") the duly constituted association of unit owners for said condominium, and executed in accordance with Section 12.03 of said Declaration of Condominium, and Section 17 (b) of the Illinois Condominium Property Act, 765 ILCS 605/ 17 (b) and co-executed by the Declarant MARATHON CENTER, INC., an Illinois corporation (hereafter "Marathon" or "Declarant").

WITNESSETH: THAT

WHEREAS, Section 3.26 of the Declaration of Condominium and Bylaws provides the method and procedure for the initial sale of the Garage Spaces by the Declarant and the permanent assignment thereof to particular Dwelling Units.

WHEREAS, immediately prior to the mutual execution of this Amendment, in accordance with said Section, fifteen (15) of the one hundred forty-four (144) Garage Spaces remain unsold and are presently assigned to Unit 501-D owned by Marathon.

WHEREAS, the Association has asserted various claims against Marathon as the developer of the condominium in the Circuit Court of Cook County, Case No. 04 CH 09307, and the parties desire to settle said litigation, in part, through a duly adopted amendment to the Declaration of Condominium whereby the Association for the benefit of all of the Unit Owners will obtain the existing right of Marathon to hereafter sell and assign the remaining Garage Spaces set forth in Exhibit C, and Marathon will be allowed to sell and assign the remaining Garage Spaces set forth in Exhibit B notwithstanding any intervening sale of Unit 501-D, all as more particularly described on the terms and conditions hereafter set forth.

RECORDING FEE 50
DATE 2-18-05 COPIES 61
OK BY [Signature]

[Handwritten initials]

[Handwritten initials]

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WHEREAS, pursuant to Section 12.03, as amended, the Declaration of Condominium and Bylaws may be amended, modified, enlarged or otherwise changed, wholly or in part by the affirmative vote of Voting Members (either in person or by proxy) or by an instrument executed by Unit Owners, representing at least two-thirds (66.667%) of the Undivided Interest, except for certain provisions which may only be amended with the consent of the Declarant Marathon.

WHEREAS, at a duly constituted meeting of unit owners/ members of the Association held on February 17, 2005, the hereindescribed Amendment to the Declaration of Condominium and Bylaws was adopted by an affirmative vote of Owners having at least two-thirds (66.667%) of the total votes;

WHEREAS, this Amendment is otherwise not an amendment requiring the consent of all unit holders or all unit owners as may be provided in said Declaration and/or the Illinois Condominium Property Act; and

WHEREAS, this Amendment is executed by the President and Secretary of the Association, and a copy has been mailed to all first mortgagees of record as set forth herein.

NOW, THEREFORE, the DECLARATION OF CONDOMINIUM AND BYLAWS FOR THE PLAZA CONDOMINIUM recorded as Document No. 00659584 and as subsequently amended, is hereby amended prospectively by deleting the present wording of Section 3.26 in its entirety and substituting the following:

“3.26 GARAGE SPACES:

As of the date of the adoption and recording of this Amendment, pursuant to Section 3.26 as previously worded, Garage Spaces have been initially sold and assigned by the Declarant to particular Dwelling Units as set forth in the Schedule of Assigned Garage Spaces attached hereto as Exhibit A and sometimes hereafter referred to as “the Schedule.” The Schedule is and shall be a permanent Exhibit to the Declaration of Condominium, and the official legal record of the assignment of particular Garage Spaces to particular Dwelling Units, subject to amendment from time-to-time as provided for herein.

As of the date of the recording of this Amendment, Garage Spaces also remain initially unsold and unassigned as set forth in Exhibits B and C hereto.

From and after the date of the recording of this Amendment, Declarant shall have the sole and exclusive right to sell and cause to be initially assigned to Dwelling Units those certain Garage Spaces designated in Exhibit B. Upon selling and initially assigning each such Garage Space, an amendment to the Schedule of Assigned Garage Spaces shall be executed and recorded as provided herein.

From and after the date of the recording of this Amendment, Association, as assignee of Declarant, shall have the sole and exclusive right to sell and cause to be initially assigned to Dwelling Units those certain Garage Spaces designated in Exhibit C; provided, however, pursuant to the settlement in Case 04 CH 09307, Association will not

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exercise said right until either February 18, 2006 or the date Declarant has sold and caused initial assignment all of the Garage Spaces set forth in Exhibit B, which ever date occurs first. Upon selling and initially assigning each such Garage Space, an amendment to the Schedule of Assigned Garage Spaces shall be executed and recorded as provided herein.

At any time after having been initially assigned to a Dwelling Unit, Garage Spaces may be sold and transferred by the Unit Owner to another Unit Owner, and may only be sold and transferred to another Dwelling Unit, in the manner provided by the Act and herein.

Amendments to the Schedule shall be on a form approved by and co-executed by the Board of Directors of the Association and recorded in the Office of Recorder of Deeds. If by and between Unit Owners, the instrument shall include the written consent of the First Mortgagee of the transferor, if any, of the Dwelling Unit and otherwise comply with the requirements of the Act pertaining to transfers of Limited Common Elements. However, no change in percentage of ownership interest of the respective units shall result. The term "Tandem Garage Space" is superseded by subsequent amendments to the Plat of Survey constituting pairs of former "tandem spaces" or Tandem Garage Spaces as enlarged single Garage Spaces." Garage Spaces shall be subject to separate maintenance fees established by the Board, including special fees for enlarged single Garage Spaces

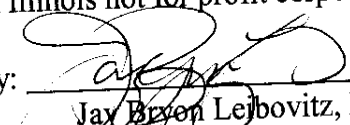
Use of the Garage Spaces, whether or not initially assigned, at all times shall be subject to Rules and Regulations adopted by the Board consistent with this Declaration. The Garage Spaces are to be used only for the parking of automobiles of residents of the Condominium Property or their guests while visiting the Condominium Property. Any and all language to the contrary in a prior recorded unilateral Amendment by Declarant is void and herein expressly revoked by Marathon. Garage Spaces may be leased only to a resident of the Condominium Property for a term of not more than six (6) months, which term may be renewed.

All Terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Declaration.

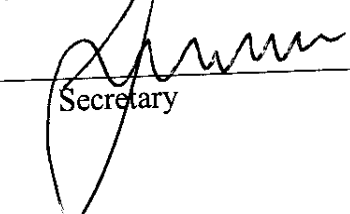
IN WITNESS WHEREOF, this instrument is executed by the President and attested to by the Secretary of the Association who further certifies that the foregoing amendment was duly adopted as set forth in the above recitals and herein.

ASSOCIATION:

Plaza 32 Condominium Association,
an Illinois not for profit corporation

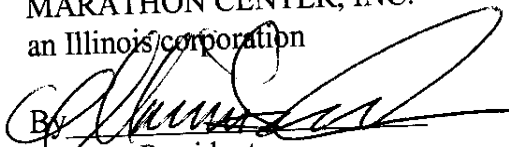
By: 
Jay Bryon Lejbovitz, President


ATTESTED AND CERTIFIED:


Secretary

DECLARANT:

MARATHON CENTER, INC.
an Illinois corporation

By: 
President

Attest: 
Secretary

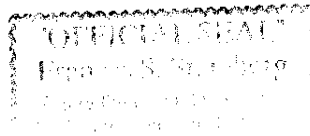
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STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, Frances S. Steinberg, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAY LEOVITZ and DOUGLAS ABROMSKI of Plaza 32 Condominium Association, an Illinois not for profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 17th day of February, 2005



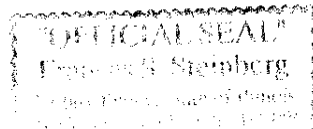
Frances S. Steinberg
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, Frances S. Steinberg, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Maurice Sanderman and Steve Sanderman of Marathon Center, Inc., an Illinois corporation, personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 17th day of February, 2005.

Frances S. Steinberg
Notary Public



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LEGAL DESCRIPTION OF UNDERLYING REAL ESTATE

THE NORTH HALF OF LOT 5 AND ALL OF LOT 6, 7, 8, AND 9 (EXCEPT THE NORTH 5-1/2 INCHES OF THE EAST 151 FEET OF LOT 9) (EXCEPT STREET) IN BLOCK 1 IN HAMBLETON WESTON AND DAVIS SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 14-20-427-044-1001 thru 1229

Commonly known as Plaza 32 Condominium, 3232 N. Halsted, Chicago, IL

Property of Cook County Clerk's Office

EXHIBIT A
UNOFFICIAL COPY
SCHEDULE OF ASSIGNED PARKING SPACES

PARKING SPACE	UNIT
1	D 407
2	D 603
3	D 810
4	D 1003
5	D 911
6	H 408
7	D 902
8	D 808
9	D 610
10	D 906
11	D 506
12	D 706
13	D 1002
14	D 1002
15	D 705
16	D 707
17	D 804
18	D 1011
19	D 1011
20	D 703
21	D 805
22	D 908
23	D 612
24	D 402
25	D 811
26	D 510

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SCHEDULE OF ASSIGNED PARKING SPACES

PARKING SPACE	UNIT
27	D 511
28	D 1006
29	D 712
30	D 912
31	Marathon to assign
32	D 504
33	Association to assign
34	Association to assign
35	D 611
36 T	D 508
37 T	Association to assign
38 T	D 802
39 T	D 704
40 T	D 601
41 T	D 308
42 T	D 1001
43	D 812
44	D 711
45	D 807
46	D 512
47	D 806
48	D 701
49 T	D 401
50 T	D 1010
51 T	D 1012
52 T	H 301

EXHIBIT A
UNOFFICIAL COPY
SCHEDULE OF ASSIGNED PARKING SPACES

PARKING SPACE	UNIT
53	Marathon to assign
54	D 604
55	D 709
56	Association to assign
57 T	Association to assign
58 T	D 702
59 T	D 801
60	D 910
61	D 503
62	D 310
63	D 605
64	D 306
65	D 406
66	D 509
67	D 303
68	D 311
69	D 409
70	Marathon to assign
71 T	D 309
72	H 303
73	H 204
74	H 202
75	H 202
76	H 302
77	H 209
78 T	Association to assign

UNOFFICIAL COPY**SCHEDULE OF ASSIGNED PARKING SPACES**

PARKING SPACE	UNIT
79	H 307
80	H 403
81	D 907
82	H 305
83	H 212
84	D 305
85	H 401
86	H 409
87	H 211
88	H 304
89	H 203
90	H 406
91	H 312
92	H 205
93	H 310
94	D 901
95	H 309
96	H 201
97	H 206
98	H 207
99	D 803
100	D 405
101	D 312
102	D 403
103	H 404
104	H 402

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SCHEDULE OF ASSIGNED PARKING SPACES

PARKING SPACE	UNIT
105	H 411
106	H 311
107	D 905
108	H 405
109 T	H 412
110	D 301
111	D 1004
112	D 606
113	H 410
114 T	Marathon to assign
115	Marathon to assign
116	Marathon to assign
117	D 710
118	Association to assign
119	D 711
120	D 404
121	D 907
122	D 408
123	D 410
124	D 412
125	D 1008
126	H 306
127	D 304
128	D 1005
129	D 609
130	D 903

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SCHEDULE OF ASSIGNED PARKING SPACES

PARKING SPACE	UNIT
131	D 608
132	D 909
133	D 602
134	H 407
135	D 505
136	D 1009
137	H 210
138	Marathon to assign
139	Association to assign
140	D 507
141	D 502
142	D 904
143	D 1005
144	D 809
<hr/>	
(None	D 302
None	D 411
None	D 501
None	D 507
None	D 708
None	H 308)

CONDOMINIUM

PLAZA 32 CONDOMINIUM

Rec. Aug. 25, 2000

Sep. 22, 2000

Dec. 8, 2000

Dec. 12, 2000

Doc. 00659584

00740314

00966942

00974949

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CONDOMINIUM

Add'l Units to PLAZA 32 CONDOMINIUM

Rec. Jan. 12, 2001

Jan. 26, 2001

Feb. 23, 2001

Mar. 6, 2001

Mar. 6, 2001

July 16, 2001

14-20-427-044

Doc. 0010033037

0010071878

0010147010

0010173612

0010173613

0010629493

UNIT	UNIT	UNIT
H-201 = 1001	H-309 = 1020	D-305 = 1040
H-202 = 1002	H-310 = 1021	D-306 = 1041
H-203 = 1003	H-311 = 1022	D-308 = 1042
H-204 = 1004	H-312 = 1023	D-309 = 1043
H-205 = 1005	H-401 = 1024	D-310 = 1044
H-206 = 1006	H-402 = 1025	D-311 = 1045
H-207 = 1007	H-403 = 1026	D-312 = 1046
H-208 = 1008	H-404 = 1027	D-401 = 1047
H-210 = 1009	H-405 = 1028	D-402 = 1048
H-211 = 1010	H-406 = 1029	D-403 = 1049
H-212 = 1011	H-407 = 1030	D-404 = 1050
H-301 = 1012	H-408 = 1031	D-405 = 1051
H-302 = 1013	H-409 = 1032	D-406 = 1052
H-303 = 1014	H-410 = 1033	D-407 = 1053
H-304 = 1015	H-411 = 1034	D-408 = 1054
H-305 = 1016	H-412 = 1035	D-409 = 1055
H-306 = 1017	D-301 = 1036	D-410 = 1056
H-307 = 1018	D-302 = 1037	D-411 = 1057
H-308-A = 1019	D-303 = 1038	D-412 = 1058
	D-304 = 1039	

UNIT	UNIT	UNIT
D-501 = 1059	D-701 = 1083	D-901 = 1107
D-502 = 1060	D-702 = 1084	D-902 = 1108
D-503 = 1061	D-703 = 1085	D-903 = 1109
D-504 = 1062	D-704 = 1086	D-904 = 1110
D-505 = 1063	D-705 = 1087	D-905 = 1111
D-506 = 1064	D-706 = 1088	D-906 = 1112
D-507 = 1065	D-707 = 1089	D-907 = 1113
D-508 = 1066	D-708 = 1090	D-908 = 1114
D-509 = 1067	D-709 = 1091	D-909 = 1115
D-510 = 1068	D-710 = 1092	D-910 = 1116
D-511 = 1069	D-711 = 1093	D-911 = 1117
D-512 = 1070	D-712 = 1094	D-912 = 1118
D-601 = 1071	D-801 = 1095	D-1001 = 1119
D-602 = 1072	D-802 = 1096	D-1002 = 1120
D-603 = 1073	D-803 = 1097	D-1003 = 1121
D-604 = 1074	D-804 = 1098	D-1004 = 1122
D-605 = 1075	D-805 = 1099	D-1005 = 1123
D-606 = 1076	D-806 = 1100	D-1006 = 1124
D-607 = 1077	D-807 = 1101	D-1008 = 1125
D-608 = 1078	D-808 = 1102	D-1009 = 1126
D-609 = 1079	D-809 = 1103	D-1010 = 1127
D-610 = 1080	D-810 = 1104	D-1011 = 1128
D-611 = 1081	D-811 = 1105	D-1012 = 1129
D-612 = 1082	D-812 = 1106	