



Doc#: 1603550250 Fee: \$62.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/04/2016 12:30 PM Pg: 1 of 13

**AMENDMENT TO THE
DECLARATION OF
CONDOMINIUM OWNERSHIP
AND BYLAWS EASEMENTS,
RESTRICTIONS AND
COVENANTS FOR THE 4649
MAGNOLIA CONDOMINIUMS**

Doc#: 1515244016 Fee: \$60.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/01/2015 10:50 AM Pg: 1 of 12

For Use by Recorder's Office

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and Bylaws Easements, Restrictions and Covenants (hereafter the "Declaration") for 4649 Magnolia Condominiums (hereafter the "Association"), which Declaration was recorded on April 17, 1998 as Document Number 98306881 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 a part hereof.

This Amendment is adopted pursuant to the provisions of Article 20.06(b) of the Declaration which provides that the Declaration can be amended pursuant to the Illinois Condominium Property Act and Section 27(a)(i) of said Act which provides that the Declaration may be amended upon the affirmative vote of two-thirds (2/3rd) of those voting.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the easements, restrictions and covenants contained therein; and

WHEREAS, the Board of Directors and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

WHEREAS, the following amendment has been approved by two-thirds (2/3rd) of those voting, which acknowledgements and approvals are attached hereto and made a part hereof; and

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

Pamela J. Park, Esq.
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 - 847. 777. 7241

WHEREAS, the Secretary of the Board of Directors has attested to said Owner approval by execution of Exhibit B attached hereto and made a part hereof; and

Pre-recording to attach Exhibit B

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NOW, THEREFORE, the Declaration is hereby amended as follows (additions in text are indicated by double-underline and deletions in text are indicated by ~~strike-out~~):

1. **Article IX, Section 9.01 of the Declaration is hereby amended as follows:**

9.01 ~~Lease. Any Unit Owner other than the Declarant, who wishes to lease his Unit (or any lessee of any Unit wishing to assign its lease or sublease such Unit) shall give to the Board not less than thirty (30) days prior written notice of his intent to lease and shall also disclose and provide to the Board the terms of any contract to lease together with a copy of such lease, the name, address, and financial and character references of the proposed lessee and such other information concerning the proposed lessee as the Board may reasonably require. Each lease shall contain the following language:~~

~~Lessee acknowledges that the demised premises is a condominium unit owned by Lessor, and therefore, Lessee's use and occupancy of the premises is subject at all times to the terms and provisions, covenants and restrictions, of the Declaration of Condominium Ownership covering the building of which the premises forms a part, in addition to the applicable rules, regulations, and By-Laws of the Condominium Association, copies of which have been provided to Lessee, and which may, from time to time be amended. The failure of Lessee to perform any of the duties and obligations applicable to Lessee under such Declaration, rules, regulations, and By-Laws, shall constitute a default under this Lease.~~

(a) Subject to the additional provisions of this Amendment listed below, there shall be no leasing of any Unit after the recording date of this Amendment. Any Owner properly leasing his/her Unit as of the recording date of this Amendment must have a copy of said lease on file with the Association.

(b) Any Owner currently leasing out their Unit as of the effective date of this Amendment may continue to lease their Unit for a period of five (5) years or until December 30, 2019, whichever is later, which is to be known as the "Grandfather Period". After the Grandfather Period has expired, the Units shall be subject to the provisions of this Amendment.

(c) Leasing or primary occupancy of a Unit by a blood relative(s) of an Owner without the Owner being a resident shall not constitute a lease as defined under this Amendment, even if a written agreement has been executed between the parties.

(d) A blood relative is defined as a spouse, parent grandparent, child (natural or adopted), or grandchild of an Owner.

(e) Hardship. An Owner may apply for a one year hardship waiver and extensions thereof in the following manner:

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- (1) The Owner must submit a request in writing to the Board of Directors requesting a one year hardship waiver of subsection (a), setting forth the reasons why they are entitled to same.
- (2) If, based on the data supplied to the Board of Directors by the Owner, the Board finds in its sole discretion that a reasonable hardship exists, the Board may grant a one year waiver. Any lease entered into shall be in writing and for a period of one year. The lease must also contain a provision that failure by the tenant or the Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final.
- (3) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.
- (4) All tenants shall acknowledge in writing that they have received copies of the Rules and Regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.
- (5) In the event an Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.
- (f) 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.
- (g) Any Unit being leased out in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.
- (h) In addition to the authority to levy fines against the 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 Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.
- (i) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
- (j) 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.

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(k) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

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

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Units 1N, 1S, 2N, 2S, 3N, 3S, 4N, and 4S in 4649 Magnolia Condominium as delineated on a plat of survey of the following described tract of land: Lot 50 (except the North 2 Inches) in Sheridan Drive Subdivision a subdivision of the North Three Quarters of the East Half of the Northwest Quarter of Section 17, Township 40 North Range 14, east of the Third Principal Meridian, together with that part of the West Half of the Northwest Quarter of said Section, which lies North of the South 800 feet thereof and East of Greenbay Road in Cook County, Illinois, which Plat of survey is attached as Exhibit "A" to the declaration of Condominium recorded April 17, 1998 as document number 98306881, in Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
1N	14-17-111-029-1001	4649 N Magnolia Ave Unit 1N Chicago, IL 60640
1S	14-17-111-029-1002	4649 N Magnolia Ave Unit 1S Chicago, IL 60640
2N	14-17-111-029-1003	4649 N Magnolia Ave Unit 2N Chicago, IL 60640
2S	14-17-111-029-1004	4649 N Magnolia Ave Unit 2S Chicago, IL 60640
3N	14-17-111-029-1005	4649 N Magnolia Ave Unit 3N Chicago, IL 60640
3S	14-17-111-029-1006	4649 N Magnolia Ave Unit 3S Chicago, IL 60640
4N	14-17-111-029-1007	4649 N Magnolia Ave Unit 4N Chicago, IL 60640
4S	14-17-111-029-1008	4649 N Magnolia Ave Unit 4S Chicago, IL 60640

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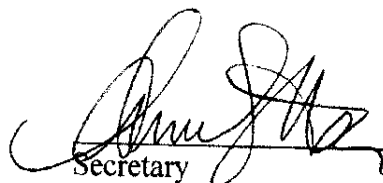
EXHIBIT B

CERTIFICATION AS TO OWNER APPROVAL

I, Amanda McIntock, do hereby certify that I am the duly elected and qualified secretary for the 4649 Magnolia Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the 4649 Magnolia Condominium Association was approved by two-thirds (2/3rd) of those voting, in accordance with the provisions of Section 27 of the Illinois Condominium Property Act.

Date: 4.20.15


Secretary

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4649 MAGNOLIA CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the 4649 Magnolia Condominium Association

I approve of the amendment regarding leasing

I do not approve of the amendment regarding leasing

Brian Brown
Signature line

Brian Brown
Printed Name

Property Address 4649 N. Magnolia Unit # 3N
Chicago, Illinois

Percentage of Ownership 100 %
11.3

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4649 MAGNOLIA CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the 4649 Magnolia Condominium Association:

I approve of the amendment regarding leasing.

I do not approve of the amendment regarding leasing.

[Handwritten Signature]
Signature line

Kristen Gettings
Printed Name

Property Address: 4649 N Magnolia
Chicago, Illinois

Unit # 2N

Percentage of Ownership: 10.71 %

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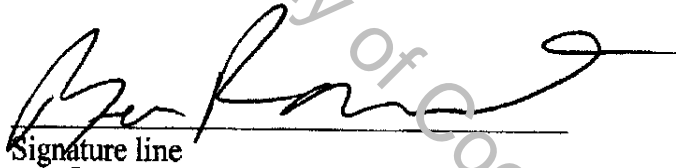
4649 MAGNOLIA CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the 4649 Magnolia Condominium Association:

I approve of the amendment regarding leasing.

I do not approve of the amendment regarding leasing.



Signature line

Ben Farnum

Printed Name

Property Address: 4649 N Magnolia St Unit # 4N
Chicago, Illinois

Percentage of Ownership: 13.1 %

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4649 MAGNOLIA CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the 4649 Magnolia Condominium Association:

I approve of the amendment regarding leasing.

I do not approve of the amendment regarding leasing.

Signature line

Jonathan McClinton

Printed Name

Property Address: 4649 N Magnolia #45 Unit # 45
Chicago, Illinois

Percentage of Ownership: 13.1 %

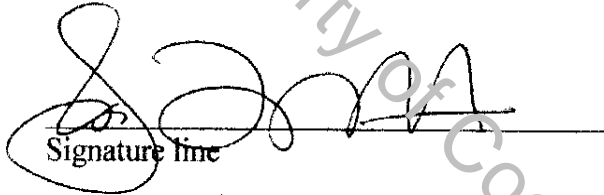
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4649 MAGNOLIA CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the 4649 Magnolia Condominium Association:

- I approve of the amendment regarding leasing.
- I do not approve of the amendment regarding leasing.



 Signature line

Jodie Winnett

 Printed Name

Property Address: 4649 N. Magnolia Unit # 1N
 Chicago, Illinois

Percentage of Ownership: 14.89 %

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4649 MAGNOLIA CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the 4649 Magnolia Condominium Association:

- I approve of the amendment regarding leasing.
- I do not approve of the amendment regarding leasing.

Carlos Soria
 Signature line

CARLOS SORIA
 Printed Name

Property Address: 4649 N. Magnolia Unit # 15
 Chicago, Illinois

Percentage of Ownership: 14.29 %

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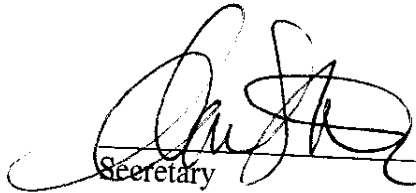
EXHIBIT B

CERTIFICATION AS TO OWNER APPROVAL

I, Amanda McClintock, do hereby certify that I am the duly elected and qualified secretary for the 4649 Magnolia Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Second Amendment to the Declaration for the 4649 Magnolia Condominium Association was approved by two-thirds (2/3rd) of those voting, in accordance with the provisions of Section 27 of the Illinois Condominium Property Act.

Date: 2.1.16


Secretary

Property of Cook County Clerk's Office