

AUG 0 5 2003

**AMENDMENT TO  
DECLARATION OF  
CONDOMINIUM  
OWNERSHIP AND BY-  
LAWS, EASEMENTS,  
COVENANTS AND  
RESTRICTIONS FOR  
MAPLE GROVE  
CONDOMINIUM  
ASSOCIATION**

For Use By Recorder's Office Only

This Amendment to Declaration made and entered into the \_\_\_ day of \_\_\_\_\_, 2003, is an amendment to that certain Declaration of Condominium Ownership and By-Laws, Easements, Restrictions Covenants and Restrictions for Maple Grove Condominium Association (hereinafter referred to as "Declaration") recorded on July 2, 1980 as Document No. R80-37630.

**WITNESSETH:**

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

WHEREAS, pursuant to Article XX, Section 7 of the Declaration, the Declaration may be amended by an instrument signed and acknowledged by all of the members of the Board and executed by the owners representing at least three-fourths (3/4) of the total votes. The Amendment must be sent by certified mail to all mortgagees having bona fide liens of record against any unit. 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, the Amendment has been signed and acknowledged by all of the members of the Board and;

WHEREAS, the Amendment has been sent to all mortgagees of units which are subject to a mortgage or trust deed 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.

WHEREAS, said instrument has been executed by the owners representing at least seventy-five (75%) percent of the undivided interests, their signatures being attached hereto; and

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 X, Section 1 of the Declaration shall be amended as follows:**

Transfers. Subject to subparagraphs ~~2, 3 and 4~~ below the provisions of this Declaration and Illinois law, a Unit Owner may, without restrictions under this Declaration, sell, give, devise, ~~lease~~ or otherwise transfer his Unit, or any interest therein. Notice of any such transfer shall be given to the Board within five (5) days following consummation of such transfer.

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 of record as of the effective date of this amendment may lease their Unit at any time for so long as they own the Unit. Owners obtaining a deed after the effective date of this amendment may not lease except as set forth below.

(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, 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.

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 to the same tenant for a period of twelve (12) 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.

(3) 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.

(4) Any Unit being leased out 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.

(5) 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 tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.

(6) 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.

(7) 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.

(8) 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 adopted by an instrument in writing, executed by owners representing at least seventy-five (75%) percent of the undivided interest 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

**MAPLE GROVE CONDOMINIUM ASSOCIATION**

**BALLOT**

Regarding the proposed amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Covenants and Restrictions for Maple Grove Condominium Association , specifically regarding the leasing of units:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

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Property Address: \_\_\_\_\_

Name and Address of Mortgage Lender (if any):

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