

UNOFFICIAL COPY



SECOND

AMENDMENT TO THE

DECLARATION AND

BY- LAWS FOR THE

4550 BEACON STREET

ASSOCIATION

Doc#: 1032722055 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/23/2010 11:19 AM Pg: 1 of 13

This document is recorded for the purpose of amending the Declaration and By-Laws (hereafter the "Declaration") for the 4550 Beacon Street Condominium Association, (hereafter the "Association"), which Declaration was recorded on May 2, 2004 as Document Number 0414134112 in the Office of the Recorder of Deeds of Cook County, Illinois, and was amended by the Amendment To The Declaration And By-Laws for the 4550 Beacon Street Association, which amendment was recorded on December 10, 2007 as Document Number 0734439029 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 Section 6 of Article XIX of the aforesaid Declaration. Said section provides that the Declaration may be amended by an instrument in writing, signed and acknowledged by all of the members of the Board, and at least three-fourths (3/4) of the unit owners. No amendment is effective until recorded. In addition, notice of the proposed Amendment must be mailed to all first mortgagees.

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 covenants contained therein; and

WHEREAS, the Board 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 signed by at least three-fourths (3/4) of the Unit Owners which signatures are attached hereto as Exhibits "B" and "C;" and

WHEREAS, an affidavit is attached hereto as Exhibit "D" certifying that the first mortgagees have been notified by certified mail of this Amendment.

UNOFFICIAL COPY

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

1. Article IX, of the Declaration shall be amended as follows:

1. Sale. Any Unit Owner other than the Developer who wishes to sell or lease his Unit (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the Board not less than thirty (30) days' prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease, entered into subject to the Board's option as set forth hereinafter, together with a true, correct and complete copy of any such contract, the name, address, and financial and character references of the proposed purchaser or lessee, and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. ~~The members of the Board, acting on behalf of other Unit Owners, shall at all times have the first right and option to purchase or lease such Unit upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the Unit Owner (or lessee) may, at the expiration of said thirty (30) day period, and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale, lease (or sublease or assignment) of such Unit to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Unit Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the Unit shall again become subject to the Board's right of first refusal as herein provided.~~

2. Gift. Any Unit Owner other than the Developer who wishes to make a gift of his Unit, or any interest therein, to any person ~~other than a permitted party under Section 10 of this Article IX~~ shall give to the Board not less than thirty (30) ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together of the intended donee(s) and such other information concerning the intended donee(s) as the Board may reasonably require. ~~If the gift to such a party is not concurred to by the Board, and the Unit Owner insists on making said gift, the members of the Board acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Unit or interest therein for cash at fair market value determined by arbitration as hereinafter provided, which option shall be exercisable until the date of expiration as provided herein. In the event that the Board exercises said option and the parties cannot arrive at an agreed price, then within fifteen (15) days after receipt of a written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each select a qualified real estate appraiser. The two appraisers so selected shall, within ten (10) days after their selection, appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the arbitrator shall determine the fair market value of the Unit or interest therein which the Unit Owner contemplates conveying by gift, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's option to purchase the Unit or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value. The cost of appraisal shall be divided equally between such Unit Owner and the Board and the Board's~~

UNOFFICIAL COPY

share shall be a Common Expense.

3. ~~[INTENTIONALLY DELETED]~~ Devise or Transfer Upon Death. In the event any Unit Owner dies leaving a will devising his Unit, or any interest therein to any person or persons not heirs at law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, or if any Unit Owner holds title to his Unit in a land trust or in a Grantor living trust and said land trust or Grantor living trust provides for the Unit Owner's beneficial interest to pass to any person or persons not heirs at law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, the members of the Board, acting on behalf of the other Unit Owners, shall have an option (to be exercised in the manner hereinafter set forth) to purchase said Unit or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative for the estate of a deceased Unit Owner, from the personal representative acting pursuant to said power, or if the deceased Unit Owner's interest passes under the terms of a land trust or a Grantor living trust, then from the designated beneficiary or beneficiaries of the Unit Owner's interest under that instrument. Notice of the death of the Unit Owner shall be given to the Board by the personal representative of the Unit Owner's estate, or by the Trustee of the trust holding legal title to the Unit, within ninety days of the Unit Owner's death. The Board's right to purchase the Unit or interest therein, shall expire 180 days after the Board has received the aforesaid notice of the Unit Owner's death. In the event of a dispute as to purchase price, within sixty (60) days after the appointment of a personal representative for the estate of a deceased Unit Owner, or within sixty (60) days of the Board receiving notice of the terms of the trust instrument passing the Unit Owner's interest, the Board shall appoint a qualified real estate appraiser, and shall thereupon give written notice of such appointment to the said devisee or devisees, personal representative, or beneficiary or beneficiaries, as the case may be, and shall appoint a qualified real estate appraiser. Within ten (10) days after the appointment of the two (2) said appraisers, the two so appointed shall appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days thereafter, the arbitrator shall determine the fair market value of the Unit or interest therein devised by the deceased Unit Owner, or transferred under the terms of the trust instrument, and shall thereupon give written notice of such determination to the Board and said devisee, devisees, personal representative, beneficiary, or beneficiaries, as the case may be, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal.

4. Involuntary Sale.

(a) ~~[INTENTIONALLY DELETED]~~ In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days' written notice to the Board of his intention to do so, whereupon the Board, acting on behalf of the other Unit Owners, shall have an irrevocable option to purchase such Unit or interest therein at the same price at which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board

UNOFFICIAL COPY

~~shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.~~

(b) In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefore against such Unit, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article XVII hereof.

5. ~~[INTENTIONALLY DELETED] Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any Unit or interest therein without the prior consent of Unit Owners having three-fourths (3/4) of the aggregate in interest of the undivided ownership of the Common Elements. The Board or its duly authorized representative, acting on behalf of the other Unit Owners, may bid to purchase at any sale of a Unit or interest therein of any Unit Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior consent of the Unit Owners having three-fourths (3/4) of the aggregate in interest of the undivided ownership of the Common Elements, which said consent shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Unit or interest therein.~~

6. ~~[INTENTIONALLY DELETED] Release or Waiver of Option. Upon the consent of at least two-thirds (2/3) of the members of the Board, any of the options contained in this Article IX may be released or waived and the Unit or interest therein, which is subject to an option set forth in this Article, may be sold, conveyed, leased, given, transferred, or devised free and clear of the provisions of this Article.~~

7. ~~[INTENTIONALLY DELETED] Proof of Termination of Option. A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article IX as hereinabove set forth have been met by a Unit Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request and payment of a reasonable fee, not to exceed Twenty Dollars (\$20.00).~~

8. ~~[INTENTIONALLY DELETED] Financing of Purchase Under Option. If the members of the Board, in their discretion, borrow money to finance the acquisition of any Unit or interest therein authorized by this Article, no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit or interest therein to be acquired.~~

9. ~~[INTENTIONALLY DELETED] Title to Acquire Interest. Unit or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the Unit Owners. Said Unit or interests therein shall be sold or leased by the members of the~~

UNOFFICIAL COPY

~~Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or lease shall be deposited in the maintenance fund and credited to each Unit Owner in the same proportion in which the Board could levy a special assessment under the terms of this Declaration.~~

10. ~~[INTENTIONALLY DELETED] Exceptions to Board's Right of First Refusal. The Board's right of first refusal, as provided in Sections 1, 2, and 3 of this Article IX, shall not apply to any sale, lease, gift, devise, or transfer by the Declarant, or to a mortgagee who acquires title via a deed in lieu of foreclosure, or by any corporation, trust, or other entity where the original Unit Owner or persons having at least majority control of said Unit Owner are in control of the transferee, or resulting from statutory merger or consolidation, or between co-owners of the same Unit, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Unit Owner, the spouse, or lawful child of the Unit Owner, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries thereof, or to a spouse, child, or grandchild of the Unit Owner.~~

11. Miscellaneous. If a proposed sale, lease, devise, or gift of any Unit is made by any Unit Owner, after compliance with the foregoing provisions, the purchaser, lessee, devisee, or donee, or transferee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration, and in the case of a lease, said lease shall expressly so provide. The Unit Owners making any such lease shall not be relieved thereby from any of his obligations hereunder. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof, ~~with respect to the Board's right of first option,~~ shall apply to such Unit. If any sale, lease, devise, gift, or transfer of a Unit is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale, lease, devise, gift, or transfer shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder at law or in equity in connection therewith. ~~The foregoing provisions with respect to the Board's right of first option as to any proposed sale, lease, devise, gift, or transfer, shall not and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Declaration.~~ The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same.

2. Article XVIII of the Declaration shall be amended by adding the following as Section 16:

(16) RESTRICTION ON RENTAL OF STORAGE SPACES AND LIMITED COMMON ELEMENTS. Except in connection to the lease, rental or sale of a Residential Unit or a transfer pursuant to Article III, paragraph 6, no Unit Owner shall lease, rent, sell or otherwise alienate a Storage Space or any other part of the Limited Common Elements to any person who is not a Unit Owner or an Occupant in possession of a Residential Unit.

UNOFFICIAL COPY

3. Article III of the Declaration, paragraph 5 shall be amended as follows:

~~(5) [INTENTIONALLY DELETED] Basement. The basement is not part of the common Elements. The Developer reserves the right to divide the basement and sell all or parts of it at anytime. Developer also reserves the right to amend the Condominium Declaration and By Laws to attach an amended basement floor plan delineating the revised breakdown of basement floor space and number each space. The developer at anytime can attach a schedule of ownership of the basement units to reflect the current ownership for this additional space.~~

4. To the extent there shall be any conflict between this Amendment and the Declaration as originally written, the terms of this Amendment shall control.

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

Signed this 15 day of October, 2010 by the Board of Directors of 4550 Beacon Street Condominium Association.

~~James Smith~~

James Smith

James Smith

Barbara C. Derve

Barbara C. Derve

Being all of the Members of the Board

This instrument was prepared by Jonathan Edelman, The Edelman Law Firm, P. C.
2 N. LaSalle St., 13th Floor, Chicago, IL 60602-3709

UNOFFICIAL COPY

EXHIBIT A LEGAL DESCRIPTION

Each Unit shown on the attached Exhibit B in the 4550 Beacon Street Condominium, as delineated on a survey of the following described real estate:

LOTS 241 AND 242 (EXCEPT THAT PART OF LOT 242 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 242 AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 242, A DISTANCE 31.25 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 92 DEGREES 34 MINUTES, AS MEASURED FROM EAST TO NORTH, WITH THE SOUTH LINE OF SAID LOT 242, A DISTANCE OF 8.12 FEET; THENCE WESTERLY A DISTANCE OF 31.27 FEET TO A POINT OF THE WEST LINE OF SAID LOT 242, SAID POINT BEING 6.50 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTHERLY 6.50 FEET TO THE POINT OF BEGINNING),

ALL IN SHERIDAN DRIVE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH $\frac{1}{4}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDAN, TOGETHER WITH THAT PART OF THE WEST $\frac{1}{2}$ OF SAID NORTHWEST $\frac{1}{4}$ SECTION, WHICH LIEST NORTH OF THE SOUTH 800.0 FEET THEREOF AND EAST OF GREEN BAY ROAD, IN COOK COUNTY, ILLINOIS

which survey is attached as Exhibit "B" to the 4550 Beacon Street Condominium Association Declaration and By-Laws recorded as Document No. 0414134112 in the Office of the Recorder of Deeds of Cook County, Illinois, together with each said Unit's undivided percentage interest in the common elements.

Commonly known as: 4550 Beacon Street, Chicago, IL 60640

UNOFFICIAL COPY**EXHIBIT B****PERCENTAGES OF OWNERSHIP PIN
NUMBERS AND ADDRESSES**

PIN	Address	Current Owner	% of Ownership
14-17-115-036-1001	4550 N. Beacon St., #1	Kathy & Richard Chioni	6.70%
14-17-115-036-1002	4550 N. Beacon St., #2	Greg Cohen & Diana Kelley	7.01%
14-17-115-036-1003	4550 N. Beacon St., #3	Greg Hyder & Jim Smith	6.81%
14-17-115-036-1004	4552 N. Beacon St., #1	Regina Buccola	4.48%
14-17-115-036-1005	4552 N. Beacon St., #2	Stuart Campbell	4.50%
14-17-115-036-1006	4552 N. Beacon St., #3	Rachel Lomasz	4.50%
14-17-115-036-1007	4556 N. Beacon St., #1	Betty Hamal	7.74%
14-17-115-036-1008	4556 N. Beacon St., #2	Craig & Joanne Lewandowski	8.01%
14-17-115-036-1009	4556 N. Beacon St., #3	David Taylor & Cara Ammon	8.11%
14-17-115-036-1010	1351 W. Wilson St. #1	Barbara Duwe	5.43%
14-17-115-036-1011	1351 W. Wilson St. #2	Jesse & Janet Dahlstrom	5.66%
14-17-115-036-1012	1351 W. Wilson St. #3	Brad Staszczuk & Drew Kennedy	5.66%
14-17-115-036-1013	1353 W. Wilson St. #G	Estate of Wayne Maas	5.86%
14-17-115-036-1014	1353 W. Wilson St. #1	Michael & Nancy Villafana	6.21%
14-17-115-036-1015	1353 W. Wilson St. #2	Timothy Anderson	6.66%
14-17-115-036-1016	1353 W. Wilson St. #3	Mark Nielson & Nick Dorado	6.66%
TOTAL			100%

UNOFFICIAL COPY

EXHIBIT C

PETITION TO APPROVE AMENDING THE DECLARATION FOR 4550 BEACON STREET CONDOMINIUM ASSOCIATION

The undersigned do hereby approve the amendment to the Declaration of the 4550 Beacon Street Condominium Association, specifically regarding the right of first refusal to purchase condominium units, as attached hereto.

New owners see #13

No.	Name (Signature)	Address	Name and Address of Mortgagee(s)
1	<i>Mark Nielsen</i>	1353 W Wilson Ave. #3	Wells Fargo Bank, N.A. P.O. Box 4790 Portland, OR 97208
2	<i>James Smith</i>	4550 N. Beacon St. #3	Bank of America P.O. Box 5770 Simi Valley, CA 93062
3	<i>John M. [unclear]</i>	1351 W. Wilson Ave. #2	Bank of America P.O. Box 17462 Baltimore, MD 21297
4	<i>Kathryn Morris</i>	4550 N Beacon St #1	USAA Federal Savings Bank PO BOX 79049 Phoenix AZ 85062
5	<i>Diana F Kelley</i>	4550 N Beacon St #2	N/A
6	<i>Rei Buccola</i>	4552 N. Beacon St. #1	Fifth Third Bank P.O. Box 420412 ; Unionville, OH 45260
7	<i>Rachel Olney</i>	4552 N. Beacon #3	CitiMortgage, Inc 1000 Technology Dr, D'Falla MD 635
8	<i>Sharon Campbell</i>	4552 N. BEACON #2	JP Morgan Chase PO Box 78420 Phoenix, AZ 85062
9	<i>Paul [unclear]</i>	1351 W Wilson #3	Chase PO. 78420 Phoenix, AZ 85062
10	<i>UACW</i>	1353 W Wilson #1	CitiMortgage, Inc PO Box 6006 The Lakes, NV 88901
11	<i>Barbara C. Derwe</i>	1351 W WILSON #1	CHASE POBOX 78420 Phoenix, AZ 85062
12	<i>J M 2</i>	4556 N. BEACON #3	CHASE P.O. BOX 78420 PHOENIX AZ 85062-8420
13	<i>[unclear]</i>	1351 W. Wilson Ave. #2	JP Morgan Chase Bank, N.A. 3050 Highland Parkway Downers Grove, IL 60515
14			
15			
16			
17			
18			
19			

UNOFFICIAL COPY

EXHIBIT C

PETITION TO APPROVE AMENDING THE DECLARATION FOR 4550 BEACON STREET CONDOMINIUM ASSOCIATION

The undersigned do hereby approve the amendment to the Declaration of the 4550 Beacon Street Condominium Association, specifically regarding the right of first refusal to purchase condominium units, as attached hereto.

No.	Name (Signature)	Address	Name and Address of Mortgagee(s)
1	<i>Gregory M. Thomas</i>	1408 E. Evergreen St	Citi Mortgage, INC
2	<i>THE ESTATE OF DAVID R. THOMAS</i>	21225 Wheaton, IL 60187 (1353 W. WILSON ST.) #G	PO Box 6006 The Lakes, NV 88901
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

UNOFFICIAL COPY

PETITION TO APPROVE AMENDING THE DECLARATION FOR 4550 BEACON STREET CONDOMINIUM ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of the 4550 Beacon Street Condominium Association, specifically regarding the restriction on rental of storage spaces and limited common elements, as attached hereto.

new owners see #13

No.	Name (Signature)	Address	Name and Address of Mortgagee(s)
1	<i>Mark Nielsen</i>	1353 W. Wilson Ave #3	Wells Fargo PO Box 4790 Portland OR 97208
2	<i>James Smith</i>	4530 N. Beacon St. #3	Bank of America PO Box 5170 Simi Valley CA 930
3	<i>John [unclear]</i>	1351 W. Wilson Ave #2	Bank of America PO Box 17402 Baltimore, MD 21297
4	<i>Kathryn [unclear]</i>	4550 N Beacon St #1	USBA Federal Savings Bank PO BOX 79049 Phoenix AZ 85062
5	<i>Diana F Keller</i>	4550 N Beacon St #2	N/A
6	<i>R. Busch</i>	4552 N. Beacon St. #1	Fifth Third bank P.O. Box 630412; Cincinnati, OH 454
7	<i>Rachel [unclear]</i>	4552 N Beacon #3	Citimortgage, Inc 1000 Technology Dr, O'Fallon MO 6
8	<i>Sharon [unclear]</i>	4552 N. BEACON #2	JPMorgan Chase P.O. Box 900122 Louisville KY 40290
9	<i>[unclear]</i>	1351 W. Wilson #3	Chase PO Box 78420 Phoenix, AZ 8
10	<i>alt w</i>	1353 W Wilson #1	Citimortgage, inc. PO Box 6006 The Lakes, NV 89901
11	<i>Barbara C. Dwe</i>	1351 W. Wilson #1	CHASE PO BOX 78420 PHOENIX, AZ 85062
12	<i>[unclear]</i>	4556 N. BEACON #3	CHASE PO BOX 78420 PHOENIX AZ 85062
13	<i>[unclear]</i>	1351 W. Wilson #2	JPMorgan Chase Bank, N.A. 55 Highland Parkway Downers Grove, IL 60515
14			
15			
16			
17			
18			
19			

UNOFFICIAL COPY

PETITION TO APPROVE AMENDING THE DECLARATION FOR 4550 BEACON STREET CONDOMINIUM ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of the 4550 Beacon Street Condominium Association, specifically regarding the restriction on rental of storage spaces and limited common elements, as attached hereto.

No.	Name (Signature)	Address	Name and Address of Mortgagee(s)
1	<i>George W. Mann</i>	1408 E. Evergreen St.	Citi Mortgage, Inc
2	<i>TRUSTEES AND PARTNERS ADMINISTRATORS OF THE ESTATE OF ROYNE N. MAGEE (1351 W. WILSON ST.) #6</i>	Wheaton, IL 60187	P.O. Box 6006 The Lakes, NV 88901
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

UNOFFICIAL COPY

EXHIBIT D

AFFIDAVIT OF MORTGAGEE NOTIFICATION

I, Barbara Duwe, do hereby certify that I am the duly elected and qualified President for the 4550 Beacon Street Condominium Association.

I further certify that a copy of the attached Second Amendment to the Declaration for the 4550 Beacon Street Condominium Association was mailed to the First Mortgagees in accordance with Article XIX, Section 6 of the Declaration no less than ten (10) days prior to the date of this Affidavit.

Board of Directors
4550 Beacon Street Condominium
Association

By: Barbara C. Duwe
Its: President

Subscribed and Sworn to before me this 10 day of November, 2010

Barbara Thomas
Notary Public

My Commission Expires: 10/3/14

