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Doc#: 1301749000 Fee: \$66.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/17/2013 08:58 AM Pg: 1 of 15

## SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE ASHLAND CONDOMINIUM AND DECLARATION OF BYLAWS FOR THE ASHLAND CONDOMINIUM ASSOCIATION

This instrument, consisting of <sup>Five</sup> 15 pages, is recorded for the purpose of amending the Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Ashland Condominium and Declaration of Bylaws for the Ashland Condominium Association (hereinafter referred to as "Declaration"), which was recorded on September 21, 1990 as document number 90461764 with the Recorder of Deeds of Cook County, Illinois.

This Amendment is adopted pursuant to the provisions of the Illinois Condominium Property Act (765 ILCS 605/27(b)(1)), which provides that this Amendment, the text of which is set forth below, shall become effective following the affirmative vote of at least two-thirds (2/3) of the Board of Directors, pursuant to resolution, and containing an affidavit by an officer of the Board attesting to the authenticity of the document, and, in accordance with Article XVIII, Section F of the Declaration, 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 (10) days prior to the date of such affidavit and after such Amendment has been recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

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## PREAMBLE

WHEREAS, the Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Ashland Condominium and Declaration of Bylaws for the Ashland Condominium Association was recorded on September 21, 1990 as document number 90461764 with the Recorder of Deeds of Cook County, Illinois;

WHEREAS, the Declaration was amended by the Amendment to the Amended Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Ashland Condominium Association, which was recorded on December 29, 1992 as document number 92478730, with the Recorder of Deeds of Cook County, Illinois;

WHEREAS, the Board for The Ashland Condominium Association desires to amend the Declaration to change certain portions of the Declaration so that they are consistent with the provisions of the Illinois Condominium Property Act (765 ILCS 605/1 et. seq.);

WHEREAS, the Amendment has been approved, pursuant to resolution, by at least two-thirds (2/3) of the Board of Directors, following notice to the Unit Owners of the Board's consideration of, and voting upon, said Amendment, and containing an affidavit by an officer of the Board attesting to its authenticity; and

WHEREAS, the Amendment contains 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 (10) days prior to the date of such affidavit.

NOW THEREFORE, the Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Ashland Condominium and Declaration of Bylaws for the Ashland Condominium Association is hereby amended in accordance with the text that follows:

## AMENDMENT

1. Article VI "Insurance", Section A "Type of Insurance", Subsection 1 of the Declaration shall be amended as follows:

- a. The first sentence in this Subsection, which provides "Insurance on the Property, including the Units and the Common Elements, against loss or damage by risk now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof." shall be deleted.
- b. In its place, the following language shall be added and shall constitute the entirety of the first sentence of this Subsection: "*Insurance on the Property, including the Units and the Common Elements, against loss or damage from special form causes of loss, in an amount sufficient to prevent the insured from being a co-*

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*insurer within the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the full insurable replacement cost of the Property, including the Common Elements and the Units, less any deductibles, plus including coverage for the increased costs of construction due to building code requirements at the time the insurance is purchased, and at each renewal date.”*

Such change having been made, the remaining language of this Subsection of the Declaration shall remain unchanged.

2. Article VI “Insurance”, Section A “Type of Insurance”, Subsection 6 of the Declaration shall be deleted in its entirety. In its place, the following language shall be added and shall constitute the entirety of the language within this Subsection:

- a. *“A fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association’s reserve fund. All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond. For purposes of this Subsection, the fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.”*

3. Article VI “Insurance”, Section A “Type of Insurance” of the Declaration shall be amended as follows:

- a. A new Subsection 8 shall be added and shall include the following language, which shall constitute the entirety of the language within Subsection 8: *“Directors’ and officers’ liability coverage at a level deemed reasonable by the Board. Directors’ and officers’ liability coverage shall extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the Illinois General Not For Profit Corporation Act of 1986 or this Declaration or the By-Laws.”*

4. Article VI “Insurance” of the Declaration shall be amended as follows:

- a. A new Section “J” shall be added which shall be titled “Deductibles” and shall include the following language, which shall constitute the entirety of the language within this Section: *“In the event any of the insurance policies of the Association have a deductible, the Board may, in the case of a claim for damage to a Unit or the Common Elements on such policy, (i) pay the deductible amount as a Common Expense, (ii) after notice and an opportunity for a hearing, assess the*

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*deductible amount against the Owner(s) who caused the damage or from whose Unit(s) the damage or cause of loss originated, or (iii) require the Owner(s) of the Unit(s) affected to pay the deductible amount.”*

5. Article VII “Administration”, Section B “Administration”, Subsection (i) of the Declaration shall be deleted in its entirety. In its place, the following language shall be added and shall constitute the entirety of the language within this Subsection:

a. *“each member of the Board shall be one of the Unit Owners; provided, however, if a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity or any beneficiary of any such trust shall be eligible to serve as a member of the Board, and”.*

6. Article XI “Sale of the Property” of the Declaration shall be amended as follows:

- a. The fourth, fifth and sixth sentences in this Article, which provide “In the absence of agreement on an appraiser, such Unit Owner and the Board may each select a qualified appraiser, experienced in the appraisal of condominium units in the Chicago, Illinois Metropolitan Area and the two so selected, shall select a third appraiser, experienced in the appraisal of condominium units in the Chicago, Illinois Metropolitan Area, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board’s share of said cost shall be a Common Expense.” shall be deleted.
- b. In their place, the following sentences shall be added to this Article: *“If there is a disagreement as to the value of the interest of a Unit Owner who did not vote in favor of the sale of the Property, that Unit Owner shall have a right to designate an expert in appraisal or property valuation to represent him or her, in which case, the prospective purchaser of the Property shall designate an expert in appraisal or property valuation to represent him or her, and both of these experts shall mutually designate a third expert in appraisal or property valuation, and the three (3) experts shall constitute a panel to determine by the vote of at least two (2) of the members of the panel the value of that Unit Owner’s interest in the Property. If either party shall fail to select an expert in appraisal or property valuation, then the one designated by the other party shall make the determination as to the value of that Unit Owner’s interest in the Property. The cost of the appraisal shall be divided equally between such Unit Owner and the prospective purchaser.”*

Such change having been made, the remaining language of this Article of the Declaration shall remain unchanged.

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7. Article XIII "Board of Directors", Section A "In General", Subsection (i) of the Declaration shall be deleted in its entirety. In its place, the following language shall be added and shall constitute the entirety of the language within this Subsection:

- a. *"each member of the Board shall be one of the Unit Owners; provided, however, if a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or any beneficiary of any such trust shall be eligible to serve as a member of the Board, and"*.

8. Article XIII "Board of Directors", Section B "Election of Board Members at the Initial Meeting" of the Declaration shall be amended as follows:

- a. The tenth and eleventh sentences in this Section, which provide "Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by majority vote of the remaining members thereof, except that a vacant position of the Board last filled by a person appointed by the Developer shall be filled by a person appointed by the Developer. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director he succeeds." shall be deleted.
- b. In their place, the following sentences shall be added: *"Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the affirmative vote of at least two-thirds (2/3) of the remaining members of the Board until the next annual meeting of the Unit Owners. If there is still time left on the vacant term at the next annual meeting, the Voting Members present at such meeting shall elect a Unit Owner to fill the term for its remaining length. Provided, however, that if Voting Members holding at least twenty percent (20%) of the total votes in the Association, by written petition to the Board, request that a special meeting of the Unit Owners be called to elect a Unit Owner to fill the vacated position on the Board, then a special meeting shall be held within thirty (30) days of receipt of such written petition for the purpose of electing a Unit Owner to serve out the remainder of the vacated term on the Board, and any Unit Owner appointed to fill the vacancy on the Board by the Board shall serve only until the Voting Members at the special meeting elect a Unit Owner to serve out the remainder of the vacated term, but in no circumstances shall serve more than thirty (30) days following the delivery of the petition to the Board requesting the special meeting, unless elected by the Unit Owners at the special meeting."*
- c. The thirteenth sentence in this Section, which provides "Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt provided, however, that (i) each Unit Owner shall be entitled to notice in the same manner as provided in these Bylaws of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment, and proposed annual

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budget or any increase or establishment of an assessment, and (ii) the Board shall meet no less than four (4) times each year.” shall be deleted.

- d. In its place, the following language shall be added: *“Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt provided, however, that (i) each Unit Owner shall be entitled to notice, in the same manner as provided in these Bylaws for meetings of Voting Members, of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment, and (ii) the Board shall meet no less than four (4) times each year.”*

Such changes having been made, the remaining language of this Section of the Declaration shall remain unchanged.

9. Article XIII “Board of Directors”, Section F “Notice to the Unit Owners” of the Declaration shall be deleted in its entirety. In its place, the following language shall be added and shall constitute the entirety of the language within this Section:

- a. *“All meetings of the Board shall be open to attendance by any Unit Owner, except for any portion of the meeting held:*
- (a) *To discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;*
  - (b) *To consider information regarding appointment, employment or dismissal of an employee; or*
  - (c) *to discuss violations of rules and regulations of the Association or unpaid assessments owed to the Association.*

*However, any vote on the above matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open to the Unit Owners by these By-Laws or the Act by tape, film or other means; provided, however, that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notices of such Board meetings shall be mailed not later than forty-eight (48) hours prior to such meeting unless a written waiver of such notice is signed by the Unit Owner entitled to such notice prior to the convening of such meeting.”*

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10. Article XIII “Board of Directors”, Section H “General Powers of the Board” of the Declaration shall be amended as follows:

- a. Subsection 17, which provides “The Board’s powers hereinabove enumerated and described in this Declaration shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements in accordance with the provisions of this Declaration) requiring an expenditure in excess of Twenty Five Thousand Dollars (\$25,000.00) without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes;” shall be deleted.
- b. In its place, the following language shall be added and shall constitute the entirety of the language within Subsection 17: *“The Board’s powers hereinabove enumerated and described in this Declaration shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements in accordance with the provisions of this Declaration) requiring an expenditure in excess of Twenty Five Thousand Dollars (\$25,000.00) without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes;”*
- c. Subsection 19, which provides “The Board may adopt such reasonable rules and regulations which are not inconsistent with this Declaration and which the Board deems advisable for the maintenance, administration, management, operation, use, conservation, and beatification of the Property, and for the health, comfort, safety, and general welfare of the Unit Owners and Occupants. Written notice of such rules and regulations shall be given to all Unit Owners and Occupants, and all Unit Owners and Occupants shall at all times be subject to and comply with such rules and regulations and the entire Property shall at all times be maintained subject to such rules and regulations;” shall be deleted.
- d. In its place, the following language shall be added and shall constitute the entirety of the language within Subsection 19: *“The Board may, following a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations or modifications thereto, adopt such reasonable rules and regulations which are not inconsistent with this Declaration and which the Board deems advisable for the maintenance, administration, management, operation, use, conservation, and beatification of the Property, and for the health, comfort, safety, and general welfare of the Unit Owners and Occupants. Notice of the Unit Owners’ meeting called for the specific purpose outlined in this Subsection shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements for Unit Owners’ meetings in this Declaration and the Act, except that no quorum is required at the meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the*

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*Illinois Constitution including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Act, the Articles of Incorporation of the Association, the Declaration or the By-Laws. Furthermore, no rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a Unit. Following adoption by the Board, written notice of such rules and regulations shall be given to all Unit Owners and Occupants, and all Unit Owners and Occupants shall at all times be subject to and comply with such rules and regulations and the entire Property shall at all times be maintained subject to such rules and regulations;”*

Such changes having been made, the remaining language of this Section of the Declaration shall remain unchanged.

11. Article XIV “Members (Unit Owners)”, Section B “Quorum” of the Declaration shall be amended as follows:

- a. The second sentence in this Section, which provides “The presence in person or by proxy at any meeting of the Voting Members of at least a majority of the Voting Members and Voting Members having at least a majority of the total votes shall constitute a quorum.” shall be deleted.
- b. In its place, the following sentence shall be added: “*The presence in person or by proxy at any meeting of the Voting Members of Voting Members having at least twenty percent (20%) of the total votes in the Association shall constitute a quorum.*”

Such change having been made, the remaining language of this Section of the Declaration shall remain unchanged.

12. Article XV “Assessments—Maintenance Fund”, Section A “Estimated Annual Budget and Assessments” of the Declaration shall be amended as follows:

- a. The tenth sentence in this Section, which provides “On or before April 1 of each calendar year following the year in which the initial meeting is held, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments for reserves and deposited therein, and showing the net excess or deficit of income over expenditures for other purposes.” Shall be deleted.
- b. In its place, the following sentence shall be added: “*On or before April 1 of each calendar year following the year in which the initial meeting is held, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of*



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*real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves.”*

Such change having been made, the remaining language of this Section of the Declaration shall remain unchanged.

13. Article XV “Assessments—Maintenance Fund”, Section B “Reserves and Adjustments” of the Declaration shall be amended as follows:

- a. At the end of this Section, the following additional language shall be added:  
*“Provided additionally that, if any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, then the Board, upon written petition by Unit Owners of Units with at least twenty percent (20%) of the ownership in the Common Elements delivered to the Board within fourteen (14) days of the Board action adopting the separate assessment, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the separate assessment. Unless Unit Owners of Units with over fifty percent (50%) of the ownership in the Common Elements cast votes at the meeting to reject the separate assessment, it is ratified. However, separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without the option of a Unit Owner petition. As used in this section, “emergency” means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.*

*Provided further that all assessments, including separate assessments, for additions, capital alterations or capital improvements to the Common Elements or to Association-owned property not included in the adopted annual budget shall be subject to approval of Unit Owners of Units with at least two-thirds (2/3) of the ownership in the Common Elements.*

*Separate assessments adopted by the Board may be payable over more than one (1) fiscal year. With respect to separate assessments payable over multiple years, when calculating whether the sum of all regular and separate assessments payable in the current fiscal year exceed one hundred and fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the entire amount of the separate assessment shall be deemed considered and authorized in the first (1<sup>st</sup>) fiscal year in which the assessment is approved.”*

Such change having been made, the remaining language of this Section of the Declaration shall remain unchanged.

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14. Article XV “Assessments—Maintenance Fund”, Section E “Books and Records” of the Declaration shall be amended as follows:

- a. The first and second sentence, which provide “The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements (other than the Limited Common Elements), specifying and itemizing the maintenance and repair expenses of the Common Elements (other than the Limited Common Elements), and any other expenses incurred by the Board. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner.” shall be deleted.
- b. In their place, the following language shall be added: *“The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Unit Owners, Board, and any committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the Unit Owners. The Board shall maintain the following records of the Association and make them available, within thirty (30) days of a specific written request for same received by the Board, for examination and copying at convenient hours of weekdays by any Unit Owner and their duly authorized agents or attorneys:*
  - (a) *The recorded Declaration, By-Laws, and Plat, and all amendments of these;*
  - (b) *Any rules and regulations adopted by the Association;*
  - (c) *The Articles of Incorporation for the Association and all amendments of these;*
  - (d) *The minutes of all meetings of the Association and the Board for the immediately preceding seven (7) years; and*
  - (e) *All current policies of insurance of the Association.*

*And, except as otherwise provided in the Act, the following records of the Association shall be available for examination and copying at convenient hours of weekdays by any Unit Owner or such Unit Owner’s duly authorized agents or attorneys, within thirty (30) days of a specific written request for same received by the Board, but only for a proper purpose. Any Unit Owner desiring to examine or copy the following must submit a written request to the Board which states with particularity the records sought to be examined and the proper purpose for the request. For each such request, the Board shall determine whether such a request states a proper purpose:*

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- (f) *All contracts, leases and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;*
- (g) *A current listing of the names, addresses and weighted vote of all Unit Owners entitled to vote;*
- (h) *Ballots and proxies related to ballots for all matters voted on by the Unit Owners during the immediately preceding twelve (12) months, including, but not limited to, the election of members of the Board; and*
- (i) *The books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including, but not limited to, itemized and detailed records of all receipts and expenditures.*

*The Association may charge a reasonable fee for the costs of copying any such documents referred to in this Section."*

Such change having been made, the remaining language of this Section of the Declaration shall remain unchanged.

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- 15. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration and By-Laws.
- 16. The language of this Amendment shall govern any conflicts between this document and the prior Declaration and its amendments.
- 17. Except as to the extent expressly set forth herein above, and as amended, the Declaration, By-Laws and Rules and Regulations shall continue in full force and effect without change.

### END OF TEXT OF AMENDMENT

This instrument was prepared by:  
 & upon recording return to  
**KEY & COSTELLO P.C.**  
 128 South County Farm Road  
 Wheaton, Illinois 60187

STATE OF ILLINOIS     )  
    ) SS  
 COUNTY OF COOK        )

Thereupon, on motion duly made and seconded, the above Second Amendment to the Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Ashland Condominium and Declaration of Bylaws for the Ashland Condominium Association was adopted, approved and acknowledged this 5 day of December, 2012, by the following roll call vote of the members of the Board of Directors of The Ashland Condominium Association:

<u>Yes</u>	<u>No</u>	<u>Abstaining</u>					
X			<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Mary Sullivan</td> <td style="width: 50%; border-bottom: 1px solid black;"><i>Mary B Sullivan</i></td> </tr> <tr> <td style="font-size: small;">(printed name)</td> <td style="font-size: small;">(signature)</td> </tr> </table>	Mary Sullivan	<i>Mary B Sullivan</i>	(printed name)	(signature)
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(printed name)	(signature)						
X			<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Martin W Reinhardt</td> <td style="width: 50%; border-bottom: 1px solid black;"><i>Martin W Reinhardt</i></td> </tr> <tr> <td style="font-size: small;">(printed name)</td> <td style="font-size: small;">(signature)</td> </tr> </table>	Martin W Reinhardt	<i>Martin W Reinhardt</i>	(printed name)	(signature)
Martin W Reinhardt	<i>Martin W Reinhardt</i>						
(printed name)	(signature)						

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## CERTIFICATE

I, the undersigned, hereby certify that I am a duly elected, qualified and acting officer of the Board of Directors of The Ashland Condominium Association, an Illinois not-for-profit corporation, and that the attached is a true, correct, and accurate copy of the Second Amendment to the Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Ashland Condominium and Declaration of Bylaws for the Ashland Condominium Association.

IN WITNESS WHEREOF, I have hereunto set my hand this 5 day of December 2012.

THE ASHLAND CONDOMINIUM ASSOCIATION

By: Mary R Buller  
One of its officers

Zuleyma Soto

I, Zuleyma Soto, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors of The Ashland Condominium Association, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

BY: Zuleyma Soto

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF COOK        )



The undersigned being an officer of The Ashland Condominium Association, and by my signature below, do hereby certify that the foregoing Second Amendment to the Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Ashland Condominium and Declaration of Bylaws for the Ashland Condominium Association on behalf of the Board has been delivered to any and all mortgagees having bona fide liens of record against any Unit not less than ten (10) days prior to the date of this affidavit.

EXECUTED this 5 day of December, 2012.

Mary R Buller

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Being an officer of the Board of Directors of The Ashland Condominium Association

I, Zuleyma Soto, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors of The Ashland Condominium Association, which member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

BY: Zuleyma Soto 12/5/12



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## LEGAL DESCRIPTION

Lots 24 and 25 and the South 115 feet of Lots 26 and 27 in Stiles Subdivision of Lots 149 to 157 inclusive in the original Town of Rand, now Des Plaines, in Sections 16, 17, 20 and 21, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, together with the South ½ of the 14 foot vacated alley lying North of and adjoining said Lots 24 and 25.

Property address: 1454 Ashland, Des Plaines, IL 60016

Unit:	PIN:	Unit:	PIN:
201	09-20-205-043-1001	501	09-20-205-043-1019
202	09-20-205-043-1002	502	09-20-205-043-1020
203	09-20-205-043-1003	503	09-20-205-043-1021
204	09-20-205-043-1004	504	09-20-205-043-1022
205	09-20-205-043-1005	505	09-20-205-043-1023
206	09-20-205-043-1006	506	09-20-205-043-1024
301	09-20-205-043-1007	601	09-20-205-043-1025
302	09-20-205-043-1008	602	09-20-205-043-1026
303	09-20-205-043-1009	603	09-20-205-043-1027
304	09-20-205-043-1010	604	09-20-205-043-1028
305	09-20-205-043-1011	605	09-20-205-043-1029
306	09-20-205-043-1012	606	09-20-205-043-1030
401	09-20-205-043-1013		
402	09-20-205-043-1014		
403	09-20-205-043-1015		
404	09-20-205-043-1016		
405	09-20-205-043-1017		
406	09-20-205-043-1018		