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12/29/92

AMENDMENT TO
THE AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
THE ASHLAND CONDOMINIUM ASSOCIATION

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereinafter the "Declaration") for THE ASHLAND CONDOMINIUM ASSOCIATION (hereinafter the "Association"), which Declaration was recorded on September 21, 1990, as Document No. 90461764 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereinafter 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 XVIII, Section F of the aforesaid Declaration. Said section provides that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is signed and acknowledged by the Board of Managers of THE ASHLAND CONDOMINIUM ASSOCIATION (the "Board"), approved by the Unit Owner having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and provided further that it contains an affidavit by an officer of the Board, certifying that a copy of the change has been sent by certified mail to all mortgagees, having bona fide liens of record against any unit ownership, not less than ten (10) days prior to the date of such affidavit.

DEPT-01 RECORDING

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1434 C *-92-978730

COOK COUNTY RECORDER

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Illinois Condominium Property Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to place restrictions upon leasing units, require posting of notices on a common bulletin board, allow the carryover of up to \$5,000 of assessment income in excess of expenses at year end, and prohibit dogs; and

WHEREAS, the amendment has been approved in writing by the acknowledged signatures of all Board members and by the Unit Owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose, in compliance with Article XVIII, Section F of the Declaration, and due notice having been provided to all mortgagees holding bona fide liens of record against any unit ownership;

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NOW, THEREFORE, the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The Ashland Condominium Association is hereby amended in accordance with the text which follows.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20____.

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Oct. 27, 1992

AMENDMENT TO DECLARATION OF THE ASHLAND CONDOMINIUM ASSOCIATION

ARTICLE IX

(This article had been blank)

RESTRICTIONS ON LEASING

A. Each Unit Owner shall occupy and use such Unit as a private dwelling for himself and his immediate family. Rental or leasing of Units is prohibited, except as herein provided. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessee for a period of not less than six (6) consecutive months nor more than twelve (12) months or such other reasonable terms as the Board may establish. Such permission may be granted by the Board of Managers only upon a written application by the Unit Owner to the Board. The Board of Managers shall respond to each application in writing within thirty (30) days of submission thereof. All requests for extension of an original lease must also be submitted to the Board of Managers in the same manner as set forth for the original application. The Board of Managers has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of a lease; provided, however, that in no event shall any Unit Owner be permitted to lease or rent such Unit for more than twenty-four (24) consecutive months. The Board's decision shall be final and binding.

B. Any and all leases in force on the date of recording of this amendment are not affected and any Unit Owner renting or leasing his Unit or under contract to lease or rent his Unit prior to the date of recording of this amendment shall not be prohibited from leasing or renting his Unit; provided, however, that once title to a Unit changes hands, no leases may be signed by the new titleholder. In addition, this Section shall not apply to the rental or leasing of Units to the immediate family members of the Unit Owner. This Amendment does not affect the Board's right to a unit under the Forcible Entry and Detainer Act.

C. If a proposed lease or sublease of any unit is made after compliance with the foregoing provisions, the lessee or

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sublessee thereunder shall be bound by and be subject to all of the obligations of the owner with respect to such unit as provided in this Declaration, and the lease or sublease shall expressly so provide. The person making any such lease or sublease, shall not be relieved thereby from any of his obligations hereunder.

D. With regard to any lease entered into, the unit owner leasing the unit shall deliver a copy of the signed lease to the Board within ten (10) days after the lease is executed and prior to occupancy. The Association may prohibit a tenant from occupying a unit until the lessor-owner complies with the lease requirements prescribed by this section. The Board of Managers may proceed directly against the tenant, at law, or in equity, under provisions of Article IX of the Code of Civil Procedure, for any breach by tenant of any covenants, rules, regulations or by-laws. The remedies set forth in Article IX of the Code of Civil Procedure shall be available to the Association against the unit owner and the unit owner's lessee in the event of any violation of this paragraph.

Daniel T. Sullivan
DANIEL T. SULLIVAN
President

Henry Speer
HENRY SPEER
Treasurer

Frank P. Avino
FRANK AVINO
Secretary

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Oct. 27, 1992

AMENDMENT TO DECLARATION OF THE ASHLAND CONDOMINIUM ASSOCIATION

ARTICLE XIV

(Provides for notices to owners by posting on bulletin board. Also permits carryover of excess assessment funds up to \$5,000 at end of year.)

MEMBERS (UNIT OWNERS)

C. Initial and Annual Meetings. The initial meeting of the Voting Members shall be held upon not less than ten (10) or more than thirty (30) days' written notice given by the Trustee or Developer, but in any event, the initial meeting of the Voting Members shall be held not later than sixty (60) days after a conveyance by the Trustee or Developer of 75% of the Units or three (3) years after the recording of this Declaration, whichever is earlier. After the initial meeting of the Voting Members, there shall be an annual meeting of the Voting Members on the first Wednesday of November following such initial meeting and on the first Wednesday of each succeeding November thereafter at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board (1) delivered to the Voting Members or (2) posted on the common bulletin board in the garage not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

D. Special Meetings. Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, required the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the president of the Board, a majority of the Board, or by the Voting Members having 20% of the total votes and delivered or posted on the common bulletin board in the garage not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the Voting Members shall first be submitted to the Board, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Voting Members.

E. Notices of Meetings. Notices of meetings required to be given under this Declaration may be posted on the common bulletin board in the garage or delivered either personally or by mail to the person entitled to vote thereat, addressed to each such person at the address given by such person to the Board for the pur-

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pose of service of such notice, or to the unit of the Unit Owner with respect to which such voting right appurtains, if no address has been given to the Board, provided that such notice shall be posted or delivered no less than ten (10) days and no more than thirty (30) days prior to the date fixed for such meeting and such notice shall state the date, time, place and purpose of such meeting.

ARTICLE XV

ASSESSMENTS - MAINTENANCE FUND

A. Estimated Annual Budget and Assessments. Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all Common Expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated Common Expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements, if any. The "estimated annual budget" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Expenses as set forth in Exhibit B attached hereto. Each Unit Owner shall receive notice in the same manner as is provided in this Declaration for membership meetings of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment. Said Meetings of the Board shall be open to any Unit Owner, and notice of such meeting shall be posted on the common bulletin board in the garage or mailed at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the Person or Persons entitled to such notice before the meeting is convened. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Unit Owner jointly and severally shall be personally liable for and obligated to pay to the Board or as the Board may direct one-twelfth (1/12) of the assessment against such Unit Owner's Unit Ownership made pursuant to the Paragraph. 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. Any such excess greater than \$5,000 shall be credited according to each Unit Owner's percentage of ownership in the Common Expenses to the next monthly installments due from Unit Owners under the current year estimate, until exhausted, and any net

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shortage shall be added according to each Unit Owner's percentage of ownership in the Common Expenses to the installments due in the succeeding six (6) months after rendering of the accounting.

ARTICLE XVIII

GENERAL PROVISIONS

B. Notices to Board, Association, and Unit Owners. Notices provided for in this Declaration and in the Act shall be in writing. Notices to a Unit Owner may be delivered to such Unit Owner personally or by mail addressed to such Unit Owner's Unit. Notices to the Board or the Association may be personally delivered to any member of the Board or officer of the Association or mailed to such member or officer at such member's or officer's Unit. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to such Unit Owner by giving written notice of such Unit Owner's change of address to the Board or Association. Notices addressed and mailed to the Board, Association or Unit Owner as above shall be deemed delivered when mailed by United States registered or certified mail. Notwithstanding any of the above, general notices to Unit Owners may be posted on the common bulletin board in the garage.

Daniel T. Sullivan
DANIEL T. SULLIVAN
President

Henry Speer
HENRY SPEER
Treasurer

Frank P. Avino
FRANK AVINO
Secretary

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Oct. 27, 1992

AMENDMENT TO DECLARATION OF THE ASHLAND CONDOMINIUM ASSOCIATION

ARTICLE XVI (Eliminates dogs from exception listing)

COVENANTS AND RESTRICTIONS AS TO THE USE AND OCCUPANCY

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H. Pets. No animals, reptiles, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose, and provided further than any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board.

.....

Daniel T. Sullivan
DANIEL T. SULLIVAN
President

Henry Speer
HENRY SPEER
Treasurer

Frank P. Avino
FRANK AVINO
Secretary

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Oct. 27, 1992

ASHLAND CONDO UNITS, OWNERS, SIGNATURES OF THOSE APPROVING AMENDMENTS TO DECLARATION

Page 1 of 2

The amendments provide for (1) restrictions on leasing units, (2) posting of required notices to owners on a common bulletin board, (3) carryover of up to \$5,000 of assessment income in excess of expenses at year end, and (4) removal of dogs from the listing of acceptable pets.

UNIT	OWNER(S)	SIGNATURE (ONLY ONE OWNER NEED SIGN)
201	Josephine Kapustka	<i>Josephine Kapustka</i>
202	Dan or Kathryn Olszewski	<i>Kathryn Olszewski</i>
203	Herbert or Shirley Palm	
204	Joe or Jeanette Alberti	<i>Joe Alberti</i>
205	Peter Heiden	
206	Al or Virginia Cichanski	<i>Virginia Cichanski</i>
301	Frank or Pearle Lalumia	<i>Frank Lalumia</i>
302	Kay Doras	<i>Kay Doras</i>
303	Hank or Marilyn Speer	
304	Ed or Lo(lita) Langer	<i>Edward Langer</i>
305	Anita Goczieski	<i>Anita Goczieski</i>
306	Marie Peyrot	<i>Marie Peyrot</i>
401	Russin/Pontecore	<i>Lorraine S. Russin</i>
402	Jack or Millie Bowler	<i>Millie Bowler</i>
403	Vern or Lillian Papienski	<i>Vern Papienski</i>

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Oct. 27, 1992

ASHLAND CONDO UNITS, OWNERS, SIGNATURES OF THOSE APPROVING AMENDMENTS TO DECLARATION

Page 2 of 2

The amendments provide for (1) restrictions on leasing units, (2) posting of required notices to owners on a common bulletin board, (3) carryover of up to \$5,000 of assessment income in excess of expenses at year end, and (4) removal of dogs from the listing of acceptable pets.

UNIT	OWNER(S)	SIGNATURE (ONLY ONE OWNER NEED SIGN)
404	Lorraine Kopoulos	
405	Ray or Mary Ann Fiddelke	Ray Fiddelke
406	Lorraine Messett	Lorraine Messett
501	Frank or Colleen Kornfeind	Frank Kornfeind
502	Earl or Dolores Mortensen	Dolores Mortensen
503	Jan or Jeanette Rataj	Jeanette Rataj
504	Galen or Joyce Hosler	Joyce Hosler
505	Rita Giza	Rita Giza
506	Gil or Loretta Klein	Gilbert G. Klein
601	Dan or Betty Sullivan	Daniel T. Sullivan
602	Mike or Alice Rusu	Michael A. Rusu
603	Frank or Chris Avino	Frank P. Avino
604	Jim or Val Leever	Jim Leever
605	Sal Peri	Sal Peri
606	Norman or Rosemary Lambert	N. Lambert

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THE ASHLAND CONDOMINIUM ASSOCIATION
1454 Ashland Av.
Des Plaines IL 60016

Oct. 27, 1992

TO WHOM IT MAY CONCERN:

This is to certify that on this date owners of 26 units of The Ashland Condominium Association's total of 30 units voted in favor of amendments to the Declaration summarized below. The Declaration provides for a 75-percent vote in favor to amend the Declaration. The required minimum number is 23 units.

Attached is a listing by units and owners, with the signatures of those voting in favor of the amendments.

The amendments provide for (1) restrictions on leasing units, (2) posting of required notices to owners on a common bulletin board, (3) carryover of up to \$5,000 of assessment income in excess of expenses at year end, and (4) removal of dogs from the listing of acceptable pets.

Sincerely,

Frank Avino
FRANK AVINO
Secretary

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THE ASHLAND CONDOMINIUM ASSOCIATION
1454 Ashland Av.
Des Plaines IL 60016

October 13, 1992

Midwest Mortgage
1901 S. Meyers Rd.
Oakbrook Terrace, IL 60181

Dear Mortgage Holder,

As holders of mortgage No. 203781-5 issued to Daniel P. Olszewski and Kathryn J. Olszewski on Unit 202 (PIN 09-20-205-042-1002) in The Ashland Condominium Association at 1454 Ashland in Des Plaines, Ill. 60016, this is to inform you that the following amendments are being made to the condo declaration:

- 1 Restrict rentals of units.
- 2 Permit notifying owners of meetings by a bulletin board posting.
- 3 Permit the association to carry over up to \$5,000 in assessment income not spent at yearend.
- 4 Ban dogs in units.

Copies of the amendments and an explanatory note are enclosed.

Sincerely,

FRANK AVINO
Secretary

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THE ASHLAND CONDOMINIUM ASSOCIATION
1454 Ashland Av.
Des Plaines IL 60016

Oct. 23, 1992

A F F I D A V I T

The undersigned secretary of The Ashland Condominium Association hereby swears that on Oct. 14, 1992, the Association sent by certified mail to all holders of mortgages on units in the condo building at 1454 Ashland Av., Des Plaines, Ill. 60016, notice of amendments to the Association Declaration.

The amendments were to Article IX (restrictions on leasing); Articles XIV and XV (providing for giving of formal notice of Association meetings by posting on the common bulletin board available to all owners); Article XV (allowing for the carryover at yearend of up to \$5,000 in operating funds); and Article XVI (removing dogs from the detailing of acceptable pets).

The notifications were sent to those mortgage holders listed for the indicated units/owners on the attached sheet.

Frank Avino
FRANK AVINO
Secretary

County Clerk's Office

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list/adrs ashland mortgages

Unit: 202 Owner 1: Daniel Olszewski Owner 2: Kathryn Olszewski
MORTGAGE HOLDER ADDRESS:

Midwest Mortgage
1901 S. Meyers Rd.
Oakbrook Terrace IL 60181

Unit: 205 Owner 1: Peter W. Heiden
MORTGAGE HOLDER ADDRESS:

St. Paul Federal Bank
Mortgage Customer Service Dept
5440 N. Cumberland
Chicago IL 60656

Unit: 206 Owner 1: Alex F. Cichanski Owner 2: Virginia C. Cichanski
MORTGAGE HOLDER

1st Natl Bank of Morton Grove
6201 Dempster St.
Morton Grove IL 60053

Unit: 404 Owner 1: Lorraine H Kopoulos
MORTGAGE HOLDER ADDRESS:

1st Chicago Mortgage Service
1901 S. Meyers Rd. #300
Oakbrook Terrace IL 60181

Unit: 406 Owner 1: Lorraine C. Messett
MORTGAGE HOLDER ADDRESS

1st Natl Bank of Morton Grove
6201 Dempster St.
Morton Grove IL 60053

Unit: 504 Owner 1: Galen R. Hosler Owner 2: Joyce A. Hosler
MORTGAGE HOLDER ADDRESS:

First Federal of Elgin
Po Box 1479
Elgin IL 60121

Unit: 601 Owner 1: Daniel T. Sullivan Owner 2: Elizabeth E. Sullivan
MORTGAGE HOLDER ADDRESS

LaSalle/Talman Home Mortgage
Mortgage Customer Service
4242 N. Harlem Av.
Chicago IL 60634

Unit: 605 Owner 1: Salvatore J. Peri
MORTGAGE HOLDER ADDRESS:

Chemical Mortgage Co.
PO Box 341590
Columbus OH 43234-1590

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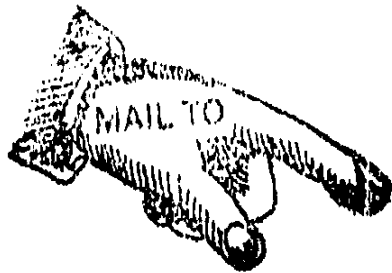
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EXHIBIT A

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 1/2 of the 14 foot vacated alley lying North of and adjoining said Lots 24 and 25.

PTN: 99-20-205-019; 020; 029; 031



Bickley & Bickley
230 N Michigan Ave
Suite 2300
Chicago, IL 60601

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