

RHSP SURCHARGE \$10.00

Prepared by and Return to:

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FILED FOR RECORD
DEKALB COUNTY, IL.

09 JUL 27 PM 2: 28

Sharon L. Holmes
DEKALB COUNTY RECORDER

2009011214

**SECOND AMENDMENT TO STONEHENGE OF
SYCAMORE HOMEOWNERS ASSOCIATION BY-LAWS**

WHEREAS, a Declaration Establishing a Plan of Condominium Ownership for Stonehenge of Sycamore Condominium, Sycamore, Illinois, was recorded in the office of the Recorder of Deeds of DeKalb County, Illinois, as Document No. 376517, by which certain real estate was submitted to the Condominium Property Act of the State of Illinois; and

WHEREAS, attached to said Declaration as Exhibit "E" was Stonehenge of Sycamore Homeowners Association By-laws; and

WHEREAS, an Amendment to Stonehenge of Sycamore Homeowners Association By-laws was approved October 18, 1991, and duly recorded in the office of the Recorder of Deeds of DeKalb County, Illinois, as Document No. 91010673; and

WHEREAS, Article 7 of said By-laws permit said Association to amend the By-laws in a duly constituted meeting for such purpose upon approval of owners holding at least 75% of the votes in accordance with Article 2, Section 1, of said By-laws; and

WHEREAS, on May 14, 2009 at a duly constituted meeting held for the purpose of amending said By-laws, the owners approved a second amendment thereof.

NOW, THEREFORE, Stonehenge Condominium Association of Sycamore, Inc., the governing body for all of the owners for the maintenance, repair, replacement, administration, and operation of the condominium, hereby declares the Stonehenge of Sycamore Homeowners

2009011214

Association By-laws, including the prior Amendment thereto to be amended as set forth in Exhibit "A" attached hereto and made a part hereof by reference.

Stonehenge Condominium Association of
Sycamore, Inc.

By: Rich Joslin
Rich Joslin, President

ATTEST:

Donald H. Sender
Don Sender, Vice-President

STATE OF ILLINOIS)
) SS
COUNTY OF DEKALB)

I, JOSEPH R. CRAIG, an and for said County, in the State aforesaid, do hereby certify that Rich Joslin and Don Sender, personally known to me to be the President of the Stonehenge Condominium Association of Sycamore, Inc., a Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Vice-President, they signed and delivered the said instrument of writing as President and Vice-President of said Corporation pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of MAY, 2009.

Joseph R Craig
Notary Public

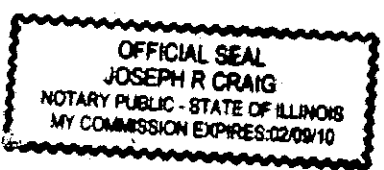


EXHIBIT A

**SECOND AMENDMENT TO STONEHENGE OF SYCAMORE
HOMEOWNERS ASSOCIATION BY-LAWS**

WHEREAS, Article VI, Section 1(b) of the Stonehenge of Sycamore Homeowners Association By-laws currently states as follows:

- (b) Not later than sixty (60) days prior to the beginning of each fiscal year, the Association shall prepare a budget for the next fiscal year and determine the total charges to be assessed against each Unit. Each Owner thereof shall thereafter pay to the Association his assessment in twelve (12) equal monthly installments, each installment to be paid on or before the fifteenth (15th) day of each month. In the event the Association shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the project for any reason, including nonpayment of any Owner's assessment on a current basis, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental or special estimate of the total charges to be assessed against each Unit. The Association may, at its discretion, prorate any such supplemental or special assessment between the remaining months of the current year, or immediately levy a special assessment against each Unit. Each monthly installment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each such delinquent assessment, a late charge of five dollars (\$5.00) together with interest at six percent (6%) per annum on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association.

BY ACTION of the Members of the Stonehenge of Sycamore Homeowners Association, said Article IV, Section 1(b) shall be amended by replacing said Section in its entirety with the following:

- (b) Not later than sixty (60) days prior to the beginning of each fiscal year, the Association shall prepare a budget for the next fiscal year and determine the total charges to be assessed against each Unit. Each Owner thereof shall thereafter pay to the Association his assessment in twelve (12) equal monthly installments, each installment to be paid on or before the fifteenth (15th) day of each month. In the event the Association shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the project for any reason, including nonpayment of any Owner's assessment on a current basis, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental or special estimate of the total charges to be assessed against each Unit. The Association may, at its discretion, prorate any such

supplemental or special assessment between the remaining months of the current year, or immediately levy a special assessment against each Unit. Each monthly installment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each such delinquent assessment, a late charge of five dollars (\$5.00) together with interest at six percent (6%) per annum on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. The amount of the late fee and rate of interest to be paid hereunder shall be fixed from time to time by the Board of Managers. In addition to any such late fee and interest, any delinquent Owner shall pay to the Association as additional levy charges, the amount of any expenses incurred by the Association in the enforcement hereof, including reasonable attorney's fees.

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STONEHENGE OF SYCAMORE HOMEOWNERS ASSOCIATION

LEGAL DESCRIPTION

Lots 1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C, 2-D, 4-A, 4-B, 4-C, 4-D, 6-A, 6-B, 6-C, 6-D, 8-A, 8-B, 8-C, 8-D, 9-A, 9-B, 9-C, 9-D, 10-A, 10-B, 10-C, 10-D, 11-A, 11-B, 11-C, 11-D, 12-A, 12-B, 12-C, 12-D, 13-A, 13-B, 13-C, 13-D, 14-A, 14-B, 14-C, 14-D, 15-A, 15-B, 15-C and 15-D in Stonehenge of Sycamore Condominium, as delineated on the survey of part of Lot 1 of Stonehenge Subdivision, a subdivision of part of the Northwest Quarter of Section 1, Township 40 North, Range 4 East of the Third Principal Meridian, (hereinafter referred to as "Parcel") which survey is recorded in Plat Book "Q", page 33 in the Recorder's Office of DeKalb County, Illinois and referred to as Exhibit A on the Declaration of Condominium made by National Bank and Trust Company of Sycamore, a national banking association, as Trustee under the provisions of a trust agreement dated July 26th, 1971 known as Trust No. 1367, recorded in the Office of the Recorder of Deeds of DeKalb County, Illinois, as Document No. 376517, as amended from time to time together with its undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey).

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