

# UNOFFICIAL COPY

<p><b>AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP, EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE VALLEY LO CONDOMINIUM ASSOCIATION #10</b></p>	<p>0030417120 6095/0263 50 001 Page 1 of 15 2003-03-27 15:07:43 Cook County Recorder 52.00</p> <p>0030417120</p> <p><b>For use by Recorder's Office only</b></p>
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This Amendment to Declaration made and entered into the 25<sup>th</sup> day of February, 2003, is an amendment to that certain Declaration of Condominium Ownership Easements, Restrictions and Covenants for the South Valley Lo Condominium Association (hereinafter referred to as "Declaration") recorded on August 29, 1968 as Document No. 2407502.

WITNESSETH:

RECORDING FEE 52<sup>00</sup>  
DATE 3/27/03 COPIES 1  
OK BY [Signature] 15 Page

WHEREAS, the Board of Directors and members of Valley Lo Condominium Association #10 (hereinafter referred to as the "Association") desire to amend the Declaration; and

WHEREAS, pursuant to Article XII, Section 6 of the Amended and Restated Declaration, the Amended and Restated Declaration may be amended by an instrument signed and acknowledged by the members of the Board and owners having at least three-fourths (3/4ths) of the total vote 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. 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, said instrument has been signed and acknowledged by all members of the Board (Exhibit B attached hereto); and

WHEREAS, said instrument has been signed by owners having three-fourths (3/4ths) of the total vote, their signatures being attached hereto; and

F  
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RECORDING FEE  
DATE

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WHEREAS, an affidavit is attached hereto as Exhibit C certifying that a complete copy of the amendment has been mailed by certified mail to all mortgagees having a bona fide lien of record not less than ten days prior to the execution of said affidavit.

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

**Sale or Lease.** Any Owner, who wishes to sell ~~or lease~~ his Unit Ownership (~~or any lessee or any Unit wishing to assign or sublease such Unit~~) to any person not related by blood or marriage to the Owner shall give to the Board no less than thirty (30) days prior written notice of the terms of any contemplated sale ~~or lease~~, together with the name and address of the proposed purchaser ~~or lessee~~, and his or their financial and character references. The Board, acting on behalf of the other Unit Owners as hereinafter provided, shall at all times have the first right and option to purchase ~~or lease~~ such Unit Ownership upon the same terms as the proposed sale ~~or lease~~, which option shall be exercisable for a period of forty-five (45) days following the date of receipt of such notice; provided, however, that if the proposed purchase ~~or lease~~ shall be for a consideration which the Board, in its reasonable opinion, deems inconsistent with the then existing bona fide fair market value of such Unit Ownership, the Board, notwithstanding any other provision herein stated to the contrary, may elect to exercise such option in the manner, within the period, and on the terms set forth in Section 2 below. If said option is not exercised by the Board within the aforesaid option period or if said option is properly waived, the Owner (~~or lessee~~) may, at the expiration of said period (and at any time within sixty (60) days after the expiration of said period) contract to sell ~~or lease (or sublease or assign)~~ such Unit Ownership to the proposed purchaser ~~or lessee~~ named in such notice upon the terms specified therein, and, if he fails to close said proposed sale ~~or lease~~ transaction within said sixty (60) days, his Unit Ownership shall again become subject to the Board's right of first option as herein provided. Any person acquiring ownership ~~of or a~~ lease with respect to any Unit shall be bound by and shall be subject to all of the obligations and all of the terms and provisions herein contained relative to such Unit. ~~With respect to a lease or sublease of any Unit, the lease shall expressly provide that the lessee shall be expressly subject to all of the provisions herein contained. In the event that any Unit Owner or lessee of any Unit shall lease or sublease any Unit, a true and correct copy of such lease or sublease shall be lodged with the Board, and any Unit Owner or lessee of any such Unit making any such lease shall not be relieved thereby from any of his obligations as herein imposed. Upon the expiration or termination of any such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the~~

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~~Board's right of first refusal shall again apply to such Unit Ownership. The foregoing provisions with respect to the Board's right of first option as to any proposed sale or lease, as well as the options hereinbelow created in subparagraphs 2, 3 and 4 of this Article VIII shall be 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 to this Amended and Restated 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 foregoing provisions.~~

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 owner's leasing their units and having a current lease on file with the Association as of the effective date of this amendment may continue to lease their unit until the current lease expires, at which time the Owner may no longer have a tenant reside in the unit. Any Owners leasing their units as of the effective date of this amendment must provide the Board with a copy of the lease within fourteen (14) days of the recording of this document. Failure to do so will prohibit those Owners from leasing their units.

(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), nieces and/or nephews. 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.

(2) 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 for a period of not less than nine (9) consecutive months, or more than twelve (12) consecutive 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 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 their 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 executed by an instrument in writing, signed and acknowledged by the members of the Board of Directors of the Association and owners having at least three-fourths (3/4ths) of the total vote which are subject to a mortgage or trust deed, 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

## EXHIBIT A

## LEGAL DESCRIPTION

The following described units together with their undivided percentages interest in the common elements in the Valley Lo Condominiums #10 as delineated and defined in the Declaration of Condominium Ownership recorded as Document 2407502 recorded August 29, 1968, and as amended from time to time, as delineated on a survey of the following described parcel of Real Estate: That part of Lot 1 in Valley Lo unit one being a subdivision in Section 26 Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois described as follows, commencing at the most northerly Northeast corner of said Lot 2 and running thence South along an East line of said Lot 2, a distance of 196.13 feet to the Northeast corner of said part of Lot 2 hereinafter described, and the point of beginning for the description thereof; thence continuing South along said east line of Lot 2, a distance of 74.70 feet; thence west along a line parallel with the most Northerly straight North line of said Lot 2, and the Westward extension of said parallel line, a distance of 309.74 feet to an intersection with the Northwesterly line of said Lot 2; thence Northeastwardly along said Northwesterly line of lot 2, a distance of 81.27 feet to an intersection with the Westward extension of a line which is 196.13 feet (measured along said East line of lot 2), South from and parallel with the most Northerly straight North line of said lot 2, and thence east along said Westward extension and along said parallel line, a distance of 276.04 feet to the point of beginning, all in Section 26, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Unit Number	PIN Number	(for informational purposes only) Commonly Known As:
10-A	04-26-103-035-1001	1945 Tanglewood Drive, Unit A, Glenview, Illinois 60025
10-B	04-26-103-035-1002	1945 Tanglewood Drive, Unit B, Glenview, Illinois 60025
10-C	04-26-103-035-1003	1945 Tanglewood Drive, Unit C, Glenview, Illinois 60025
10-D	04-26-103-035-1004	1945 Tanglewood Drive, Unit D, Glenview, Illinois 60025
10-E	04-26-103-035-1005	1945 Tanglewood Drive, Unit E, Glenview, Illinois 60025
10-F	04-26-103-035-1006	1945 Tanglewood Drive, Unit F, Glenview, Illinois 60025
10-G	04-26-103-035-1007	1945 Tanglewood Drive, Unit G, Glenview, Illinois 60025
10-H	04-26-103-035-1008	1945 Tanglewood Drive, Unit H, Glenview, Illinois 60025
10-I	04-26-103-035-1009	1945 Tanglewood Drive, Unit I, Glenview, Illinois 60025

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## EXHIBIT B

### APPROVAL BY BOARD OF DIRECTORS

We, the undersigned, are the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this 25<sup>th</sup> day of February, 2003.

Cathleen A. Philbin Pres.

 Treas  
Lou Anne Corne

Jeanette N. Roche Sec.

Board of Directors of Valley Lo  
Condominium Association #10

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EXHIBIT C

30417120

## AFFIDAVIT OF MAILING

I, Louis J. Annacore, state that I am the <sup>TRES</sup> ~~Secretary~~ of the Board of Directors of the Valley Lo Condominium Association #10, and hereby certify that the foregoing Amendment was mailed to mortgagees having bona fide liens of record against any unit ownership at least ten days prior to the date of this affidavit.

Dated: 3/15, 2003

By:

  
Secretary

<sup>TRES</sup>

Property of Cook County Clerk's Office

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VALLEY LO CONDOMINIUM ASSOCIATION #10417120

## BALLOT

Regarding the proposed amendment to the Declaration of Condominium Ownership Easements, Restrictions and Covenants for the Valley Lo Condominium Association #10, specifically regarding leasing of units:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Jeanette Roches

Property Address: 1945 Larkwood Unit 9.

Name and Address of Mortgage Lender (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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VALLEY LO CONDOMINIUM ASSOCIATION #10 20117120

## BALLOT

Regarding the proposed amendment to the Declaration of Condominium Ownership Easements, Restrictions and Covenants for the Valley Lo Condominium Association #10, specifically regarding leasing of units:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Jocelyn D. Bowler

Property Address: 1945 E Taubert Dr

Name and Address of Mortgage Lender (if any):

DONE

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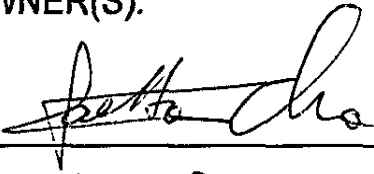
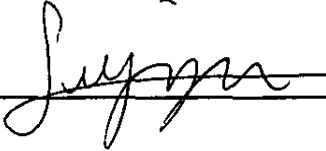
VALLEY LO CONDOMINIUM ASSOCIATION #10 <sup>30417120</sup>

## BALLOT

Regarding the proposed amendment to the Declaration of Condominium Ownership Easements, Restrictions and Covenants for the Valley Lo Condominium Association #10, specifically regarding leasing of units:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

  
\_\_\_\_\_  
  
\_\_\_\_\_

Property Address: 1945 Tanglewood Dr #D Glenview, IL 60025

Name and Address of Mortgage Lender (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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VALLEY LO CONDOMINIUM ASSOCIATION #10 30417120

## BALLOT

Regarding the proposed amendment to the Declaration of Condominium Ownership Easements, Restrictions and Covenants for the Valley Lo Condominium Association #10, specifically regarding leasing of units:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Gloria CLOW

Property Address: 1945 A

Name and Address of Mortgage Lender (if any):

Home Side Lending

San Antonio, TX 78265

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## VALLEY LO CONDOMINIUM ASSOCIATION #10

### BALLOT

30417120

Regarding the proposed amendment to the Declaration of Condominium Ownership Easements, Restrictions and Covenants for the Valley Lo Condominium Association #10, specifically regarding leasing of units:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Thomas C. Kane

\_\_\_\_\_

Property Address: 1945 Tanglewood Dr # F

Name and Address of Mortgage Lender (if any):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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VALLEY LO CONDOMINIUM ASSOCIATION #10

BALLOT

30417120

Regarding the proposed amendment to the Declaration of Condominium Ownership Easements, Restrictions and Covenants for the Valley Lo Condominium Association #10, specifically regarding leasing of units:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Barbara R. Schmalz

Property Address: 1945-H Tanglewood Dr.

Name and Address of Mortgage Lender (if any):

Glenview State Bank

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## VALLEY LO CONDOMINIUM ASSOCIATION #10

### BALLOT

30417120

Regarding the proposed amendment to the Declaration of Condominium Ownership Easements, Restrictions and Covenants for the Valley Lo Condominium Association #10, specifically regarding leasing of units:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Louis and Donna Huganore

Property Address: 1945 B Taylorwood Dr

Name and Address of Mortgage Lender (if any):

ABN Amco Mortgage Group Inc  
135 S LaSalle Dept 8201  
Chicago, IL 60674-8201

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VALLEY LO CONDOMINIUM ASSOCIATION #10

BALLOT

30417120

Regarding the proposed amendment to the Declaration of Condominium Ownership Easements, Restrictions and Covenants for the Valley Lo Condominium Association #10, specifically regarding leasing of units:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Cathleen A. Philbin

Property Address: 1945 I Juglewood Dr.

Name and Address of Mortgage Lender (if any):

Washington Mutual Home Loans

P.O. Box 1093

Northridge, CA 91328

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<p><b>AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP, EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE VALLEY LO CONDOMINIUM ASSOCIATION #10</b></p>	<p>30417120</p> <p><b>For use by Recorder's Office only</b></p>
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This Amendment to Declaration made and entered into the 25<sup>th</sup> day of February, 2003, is an amendment to that certain Declaration of Condominium Ownership Easements, Restrictions and Covenants for the South Valley Lo Condominium Association (hereinafter referred to as "Declaration") recorded on August 29, 1968 as Document No. 2407502.

### WITNESSETH:

WHEREAS, the Board of Directors and members of Valley Lo Condominium Association #10 (hereinafter referred to as the "Association") desire to amend the Declaration; and

WHEREAS, pursuant to Article XII, Section 6 of the Amended and Restated Declaration, the Amended and Restated Declaration may be amended by an instrument signed and acknowledged by the members of the Board and owners having at least three-fourths (3/4ths) of the total vote 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. 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, said instrument has been signed and acknowledged by all members of the Board (Exhibit B attached hereto); and

WHEREAS, said instrument has been signed by owners having three-fourths (3/4ths) of the total vote, their signatures being attached hereto; and

F	52	A
D	three-	P
T	3/27/03	V
J		(M) AM



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WHEREAS, an affidavit is attached hereto as Exhibit C certifying that a complete copy of the amendment has been mailed by certified mail to all mortgagees having a bona fide lien of record not less than ten days prior to the execution of said affidavit.

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

**Sale or Lease.** Any Owner, who wishes to sell ~~or lease~~ his Unit Ownership (~~or any lessee of any Unit wishing to assign or sublease such Unit~~) to any person not related by blood or marriage to the Owner shall give to the Board no less than thirty (30) days prior written notice of the terms of any contemplated sale ~~or lease~~, together with the name and address of the proposed purchaser ~~or lessee~~, and his or their financial and character references. The Board, acting on behalf of the other Unit Owners as herein after provided, shall at all times have the first right and option to purchase ~~or lease~~ such Unit Ownership upon the same terms as the proposed sale ~~or lease~~, which option shall be exercisable for a period of forty-five (45) days following the date of receipt of such notice; provided, however, that if the proposed purchase ~~or lease~~ shall be for a consideration which the Board, in its reasonable opinion, deems inconsistent with the then existing bona fide fair market value of such Unit Ownership, the Board, notwithstanding any other provision herein stated to the contrary, may elect to exercise such option in the manner, within the period, and on the terms set forth in Section 2 below. If said option is not exercised by the Board within the aforesaid option period or if said option is properly waived, the Owner (~~or lessee~~) may, at the expiration of said period (and at any time within sixty (60) days after the expiration of said period) contract to sell ~~or lease (or sublease or assign)~~ such Unit Ownership to the proposed purchaser ~~or lessee~~ named in such notice upon the terms specified therein, and, if he fails to close said proposed sale ~~or lease~~ transaction within said sixty (60) days, his Unit Ownership shall again become subject to the Board's right of first option as herein provided. Any person acquiring ownership ~~of or a lease~~ with respect to any Unit shall be bound by and shall be subject to all of the obligations and all of the terms and provisions herein contained relative to such Unit. ~~With respect to a lease or sublease of any Unit, the lease shall expressly provide that the lessee shall be expressly subject to all of the provisions herein contained. In the event that any Unit Owner or lessee of any Unit shall lease or sublease any Unit, a true and correct copy of such lease or sublease shall be lodged with the Board, and any Unit Owner or lessee of any such Unit making any such lease shall not be relieved thereby from any of his obligations as herein imposed. Upon the expiration or termination of any such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the~~

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~~Board's right of first refusal shall again apply to such Unit Ownership. The foregoing provisions with respect to the Board's right of first option as to any proposed sale or lease, as well as the options hereinbelow created in subparagraphs 2, 3 and 4 of this Article VIII shall be 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 to this Amended and Restated 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 foregoing provisions.~~

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 leasing their units and having a current lease on file with the Association as of the effective date of this amendment may continue to lease their unit until the current lease expires, at which time the Owner may no longer have a tenant reside in the unit. Any Owners leasing their units as of the effective date of this amendment must provide the Board with a copy of the lease within fourteen (14) days of the recording of this document. Failure to do so will prohibit those Owners from leasing their units.

(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), nieces and/or nephews. 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.

(2) 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 for a period of not less than nine (9) consecutive months, or more than twelve (12) consecutive 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 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

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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 their 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 executed by an instrument in writing, signed and acknowledged by the members of the Board of Directors of the Association and owners having at least three-fourths (3/4ths) of the total vote which are subject to a mortgage or trust deed, 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

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## EXHIBIT A

### LEGAL DESCRIPTION

The following described units together with their undivided percentages interest in the common elements in the Valley Lo Condominiums #10 as delineated and defined in the Declaration of Condominium Ownership recorded as Document 2407502 recorded August 29, 1968, and as amended from time to time, as delineated on a survey of the following described parcel of Real Estate: That part of Lot 1 in Valley Lo unit one being a subdivision in Section 26 Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois described as follows, commencing at the most northerly Northeast corner of said Lot 2 and running thence South along an East line of said Lot 2, a distance of 196.13 feet to the Northeast corner of said part of Lot 2 hereinafter described, and the point of beginning for the description thereof; thence continuing South along said east line of Lot 2, a distance of 74.70 feet; thence west along a line parallel with the most Northerly straight North line of said Lot 2, and the Westward extension of said parallel line, a distance of 309.74 feet to an intersection with the Northwesterly line of said Lot 2; thence Northeastwardly along said Northwesterly line of lot 2, a distance of 81.27 feet to an intersection with the Westward extension of a line which is 196.13 feet (measured along said East line of lot 2), South from and parallel with the most Northerly straight North line of said lot 2, and thence east along said Westward extension and along said parallel line, a distance of 279.74 feet to the point of beginning, all in Section 26, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Unit Number	PIN Number	(for informational purposes only) Commonly Known As:
10-A	04-26-103-035-1001	1945 Tanglewood Drive, Unit A, Glenview, Illinois 60025
10-B	04-26-103-035-1002	1945 Tanglewood Drive, Unit B, Glenview, Illinois 60025
10-C	04-26-103-035-1003	1945 Tanglewood Drive, Unit C, Glenview, Illinois 60025
10-D	04-26-103-035-1004	1945 Tanglewood Drive, Unit D, Glenview, Illinois 60025
10-E	04-26-103-035-1005	1945 Tanglewood Drive, Unit E, Glenview, Illinois 60025
10-F	04-26-103-035-1006	1945 Tanglewood Drive, Unit F, Glenview, Illinois 60025
10-G	04-26-103-035-1007	1945 Tanglewood Drive, Unit G, Glenview, Illinois 60025
10-H	04-26-103-035-1008	1945 Tanglewood Drive, Unit H, Glenview, Illinois 60025
10-I	04-26-103-035-1009	1945 Tanglewood Drive, Unit I, Glenview, Illinois 60025

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## EXHIBIT B

### APPROVAL BY BOARD OF DIRECTORS

We, the undersigned, are the Board of Directors of the Association. Upon a vote of the Board of Directors of the Association, we have been authorized to execute this document on behalf of the Association.

EXECUTED AND ACKNOWLEDGED this 05<sup>th</sup> day of February, 2003.

Cathleen A. Philbin Pres.

 Treas  
Lou Anncone

Jeanette N. Roche Sec.

Board of Directors of Valley Lo  
Condominium Association #10

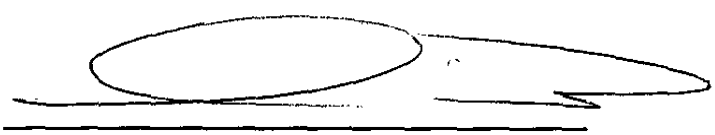
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## EXHIBIT C

### AFFIDAVIT OF MAILING

I, Louis J. Annacore, state that I am the <sup>Tres</sup> ~~Secretary~~ of the Board of Directors of the Valley Lo Condominium Association #10, and hereby certify that the foregoing Amendment was mailed to mortgagees having bona fide liens of record against any unit ownership at least ten days prior to the date of this affidavit.

Dated: 3/15, 2003

By:   
Secretary  
Tres

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## VALLEY LO CONDOMINIUM ASSOCIATION #10

### BALLOT

Regarding the proposed amendment to the Declaration of Condominium Ownership Easements, Restrictions and Covenants for the Valley Lo Condominium Association #10, specifically regarding leasing of units:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Jeanette Roche

Property Address: 1945 Langlewood Unit 9.

Name and Address of Mortgage Lender (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## VALLEY LO CONDOMINIUM ASSOCIATION #10

### BALLOT

Regarding the proposed amendment to the Declaration of Condominium Ownership Easements, Restrictions and Covenants for the Valley Lo Condominium Association #10, specifically regarding leasing of units:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Jocelyn D. Bowler

Property Address:

1945 E Taubert Dr.

Name and Address of Mortgage Lender (if any):

NONE



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## VALLEY LO CONDOMINIUM ASSOCIATION #10

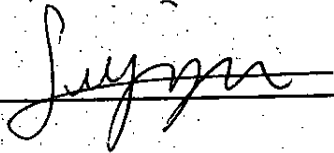
### BALLOT

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- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):





Property Address: 1945 Tanglewood Dr #D Glenview IL 60025

Name and Address of Mortgage Lender (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## VALLEY LO CONDOMINIUM ASSOCIATION #10

### BALLOT

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- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Gloria Clow

Property Address: 1945 A

Name and Address of Mortgage Lender (if any):

Home Side Lending

San Antonio, TX 78265

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- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Thomas C. Kinn

Property Address:

1945 Tanglewood Dr # F

Name and Address of Mortgage Lender (if any):

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## VALLEY LO CONDOMINIUM ASSOCIATION #10

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- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Richard A. Schmalz

Property Address: 1945-H Tanglewood Dr.

Name and Address of Mortgage Lender (if any):

Glenview State Bank

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## VALLEY LO CONDOMINIUM ASSOCIATION #10

### BALLOT

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- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Louis and Donna Trunacore

Property Address: 1945 B Taylorwood Dr.

Name and Address of Mortgage Lender (if any):

ABN Amco Mortgage Group Inc  
135 S LaSalle Dept 8201  
Chicago, IL 60674-8201

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## VALLEY LO CONDOMINIUM ASSOCIATION #10

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- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Cathleen A. Philbin

Property Address: 1945 I Juglewood Dr

Name and Address of Mortgage Lender (if any):

Washington Mutual Home Loans

P.O. Box 1093

Northridge, CA 91328