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**SECOND
AMENDMENT
TO DECLARATION OF
CONDOMINIUM
OWNERSHIP
AND OF EASEMENTS,
RESTRICTIONS,
COVENANTS AND
BY-LAWS FOR THE
SEVEN11 MELROSE
CONDOMINIUM
ASSOCIATION**



Doc#: 0917345115 Fee: \$82.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2009 04:38 PM Pg: 1 of 24

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws (hereafter the "Declaration") for The Seven11 Condominium (hereafter the "Association"), which Declaration was recorded on July 21, 2005 as Document Number 0520227081 in the Office of the Recorder of Deeds of Cook County, Illinois, and the First Amendment to the Declaration (hereafter the "First Amendment") recorded on July 10, 2007 as Document Number 0719144019 in the Office of Recorder of Deeds of Cook County, Illinois and covers the property (hereafter the "Property") legally described in Exhibit A, which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to Article 13, Section 13.7 of the Declaration, which provides that the Declaration and any Amendments may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission signed and acknowledged by the President or a Vice-President of the Board, and approved by the Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a meeting called for that purpose; provided however, that (i) all First Mortgagees have been notified by certified mail of any change, modification or rescission, (ii) an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument.

In addition, Article 11, Section 11.1(e)(i) provides that an amendment of this type be approved by sixty-seven percent (67%) of the First Mortgagees. Section 11.1(h) provides that the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within thirty (30) days after making the request for consent, provided such request was delivered by certified or registered mail, return receipt requested.

This document prepared by and after recording to be returned to:
PAMELA J. PARK
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 — (847) 537-0500

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RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the easements, restrictions and covenants contained therein; and

WHEREAS, the Board of Directors and the Unit Owners desire to amend the Declaration and the First Amendment in order to provide for the orderly operation of the Property; and

WHEREAS, the following amendment has been signed and acknowledged by the President or a Vice-President of the Board and approved by the Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a meeting called for that purpose, which approvals are attached hereto and made a part hereof; and

WHEREAS, an officer of the Association has attested to said Unit Owner approval by execution of Exhibit B attached hereto and made a part hereof; and

WHEREAS, an affidavit is attached hereto as Exhibit C certifying that all Mortgagees have been notified by certified mail of this Amendment and contained in the mailing was a consent form in the format attached hereto as Exhibit D.

NOW, THEREFORE, the Declaration and First Amendment are hereby amended as follows (additions in text are indicated by double underline and deletions in text are indicated by ~~strike-out~~):

1. Article 7, Section 7.1(m) of the Declaration is amended as follows:

(m) The provisions of the Act, this Declaration and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Residential Unit Ownership and shall be deemed to be incorporated in any lease executed in connection with a Residential Unit Ownership. The Association may prohibit a tenant from occupying a Unit until the Unit Owner complies with the leasing requirements prescribed in Article 12 hereof or as may be adopted by the Association. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any breach by a tenant of any covenants, rules, regulations or Bylaws, without excluding any other rights or remedies. The remedies set forth in Article IX of the Code of Civil Procedure shall be available to the Association and against the Unit Owner and the Unit Owner's lessee in the event of any violation of this sentence or of any other provision of this Declaration concerning Residential Unit Ownership leasing, without excluding any other rights or remedies.

Leasing of Units. Notwithstanding any ~~foregoing~~ provisions of this Declaration to the contrary, as of September 1, 2012 it is the intent of the Association that all Units be owner occupied. Prior to September 1, 2012, any current or new Unit Owner may lease their Unit. A copy of all leases must be on file with the Board of Managers. All leased Units must comply with the provisions of the Declaration, including the provisions of this Section 7.1(m).

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~~(a)~~ Those Units that are leased as of September 1, 2007 may continue to be leased until the current lease expires, unless said lease is terminated by either party thereto prior to the expiration of the lease term. A copy of all current leases must be on file with the Board of Managers. Said units must then be in compliance with this provision, including but not limited to, Section (b) below. This Amendment shall not be enforceable until September 1, 2007.

~~(b)~~ Except as provided in Paragraph (e) below, no more than thirty five percent (35%) of the total number of units may be leased at any given time. In the event that thirty five percent (35%) of the units are being leased, a unit owner may be placed on a waiting list to lease the unit, which waiting list shall be maintained on a "first come, first served" basis. If an owner is granted the opportunity to lease, they must do so within four (4) months, or the next person on the waiting list will be given an opportunity.

~~(e)(a)~~ No owners shall be eligible to lease units (unless they are leasing as of the effective date of this Amendment) until they have owned and resided in the unit for at least nine (9) months.

~~(d)(b)~~ Under no circumstances may a lease be for a period of less than one (1) year.

~~(e)(c)~~ Under no circumstances may less than the entire unit be leased by an owner, nor may an owner lease certain rooms in a unit to a resident to the exclusion of other residents in the unit, nor may any Unit be leased for transient or hotel purposes.

~~(f)(d)~~ To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessee for a period of one (1) year on such reasonable terms as the Board may establish.

(1) Such permission may be granted by the Board only upon written application by the Unit Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application.

(2) The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of a lease. The Board's decision shall be final and binding.

(3) Any lease approved by the Board shall be subject to the Declaration, By-Laws and rules and regulations governing the Association.

(4) Any request by an Owner for an extension of the hardship waiver shall comply with the same requirements as dictated above.

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~~(g)~~(e) This Section shall not apply to the rental or leasing of units to the immediate family members of the Owner, regardless of whether there is a written lease or other memorandum. "Immediate family members" shall be defined as parents, grandparents, children, grandchildren and siblings of an Owner. In addition, owners shall be permitted to have caretakers to aid with a disability.

~~(h)~~(f) This Section shall not apply to various types of domestic assistance in which the owner also resides in the unit, including but not limited to, medical care assistants, live-in maids, and nannies.

~~(i)~~(g) The Board of Directors of the Association shall have the right to lease any Association owned Units or any Unit of which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.

~~(j)~~(h) Any Unit being leased out in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

~~(k)~~(i) 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 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

~~(l)~~(j) Any action brought on behalf of the Association and/or the Board of Directors 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.

~~(m)~~(k) 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.

2. Article 12, Sections 12.1 and 12.2, are hereby amended as follows:

12.1 ~~Unrestricted Transfers.~~ Subject to Section 12.2, a Unit Owner may, without restriction under this Declaration, sell, give, devise, convey, mortgage, lease or otherwise transfer such Unit Owner's entire Unit. Notice of such transfer shall be given to the Board, in the manner provided in this Declaration for the giving of notices, within five (5) days following consummation of such transfer. Leasing of Units shall be governed by Section 7.1(m) of this Declaration.

12.2 ~~Limits on Lease Terms.~~ No Residential Unit Ownership shall be leased by a Unit Owner for hotel or transient purposes and no portion of a Residential Unit Ownership which is less than the entire Residential Unit Ownership shall be leased, without the prior written consent of the Board or management company of the Property acting in accordance with the Board's

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~~direction. The lessee under every lease shall be bound by and subject to all of the obligations, under the Declaration and By Laws, of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of such obligations. Each and every lease of a Residential Unit Ownership shall be in writing and the Unit Owner leasing the Residential Unit Ownership 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 provisions of Sections 12.1 and 12.2 shall not apply to a transfer or lease of a Unit, or interest therein, by or to the Board or the Declarant (or Developer), and neither Section 12.1 nor Section 12.2 may be amended or deleted without the prior written consent of Declarant and Developer, so long as either the Declarant or Developer owns any Units. Leasing of Units shall be governed by Section 7.1(m) of this Declaration.~~

This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

APPROVED THIS 03 DAY OF May, 2009.

SEVEN 11 MELROSE CONDOMINIUM
ASSOCIATION

By:

Its President

[Signature]
Charles R. Lubedee

ATTEST:

By:

[Signature]
Secretary

Erin L. Kennedy

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EXHIBIT A

LEGAL DESCRIPTION

THE WEST ½ OF LOT 49 AND ALL OF LOTS 50 AND 51 IN ELISHA E. HUNDLEY'S SUBDIVISION OF LOT 40 IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 711 W. Melrose, Chicago, Illinois.

Unit	PIN	%	Unit	PIN	%
A-1	14-21-313-071-1001	5.91	P1	14-21-313-071-1019	.54
A-2	14-21-313-071-1002	6.00	P2	14-21-313-071-1020	.54
A-3	14-21-313-071-1003	6.05	P3	14-21-313-071-1021	.54
B-1	14-21-313-071-1004	4.76	P4	14-21-313-071-1022	.54
B-2	14-21-313-071-1005	4.86	P5	14-21-313-071-1023	.54
B-3	14-21-313-071-1006	4.97	P6	14-21-313-071-1024	.54
C-1	14-21-313-071-1007	4.76	P7	14-21-313-071-1025	.54
C-2	14-21-313-071-1008	4.86	P8	14-21-313-071-1026	.54
C-3	14-21-313-071-1009	4.97	P9	14-21-313-071-1027	.54
D-1	14-21-313-071-1010	5.19	P10	14-21-313-071-1028	.54
D-2	14-21-313-071-1011	5.08	P11	14-21-313-071-1029	.54
D-3	14-21-313-071-1012	5.19	P12	14-21-313-071-1030	.54
E-1	14-21-313-071-1013	5.19			
E-2	14-21-313-071-1014	5.08			
E-3	14-21-313-071-1015	5.19			
F-1	14-21-313-071-1016	5.19			
F-2	14-21-313-071-1017	5.08			
F-3	14-21-313-071-1018	5.19			

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EXHIBIT B

CERTIFICATION AS TO OWNER APPROVAL

I, Erin Kennedy, do hereby certify that I am the duly elected and qualified secretary for the Seven 11 Melrose Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Seven 11 Melrose Condominium Association, was duly approved by the Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a meeting called for that purpose, in accordance with Article 13, Section 13.7 of the Declaration.

Erin Kennedy
Secretary

Dated at Chicago
7:35 pm, Illinois this
3 day of May, 2009.

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EXHIBIT C

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, Erin Kennedy, do hereby certify that I am the duly elected and qualified Secretary for the Seven 11 Melrose Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Seven 11 Melrose Condominium Association was mailed to all mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.


Secretary

Dated at Chicago, Illinois this
14 day of June, 2009.

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SEVEN 11 MELROSE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Seven 11 Melrose Condominium Association:

I approve of the amendment regarding leasing.

I do not approve of the amendment regarding leasing.


Signature line

Jennifer Julia Clumpner
Printed Name

Property Address: 711 W Melrose St.
Chicago, Illinois

Unit # A1

Percentage of Ownership: 6.45 %

Name and Address of Mortgage Lender (if any):***

Mass Mutual

Loan No. _____

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.

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SEVEN 11 MELROSE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Seven 11 Melrose Condominium Association:

I approve of the amendment regarding leasing.

I do not approve of the amendment regarding leasing.



Signature line

Justine G. Sunkel
Printed Name

Property Address: 711 W. Melrose St
Chicago, Illinois

Unit # A2

Percentage of Ownership: 6 %

Name and Address of Mortgage Lender (if any):***

Wells

Loan No. _____

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.

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SEVEN 11 MELROSE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Seven 11 Melrose Condominium Association:

I approve of the amendment regarding leasing.

I do not approve of the amendment regarding leasing.

Erin L. Kennedy
Signature line

Erin L. Kennedy
Printed Name

Property Address: 711 W. Melrose, 43 Unit # _____
Chicago, Illinois

Percentage of Ownership: 6.05 %

Name and Address of Mortgage Lender (if any):***

Wells Fargo
Ohio Savings (AmTrust)

Loan No. _____

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.

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SEVEN 11 MELROSE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Seven 11 Melrose Condominium Association:

I approve of the amendment regarding leasing.

I do not approve of the amendment regarding leasing.

Signature line

Charles R Luback
Printed Name

Property Address: 711 West Melrose Unit # B1
Chicago, Illinois

Percentage of Ownership: _____ %

Name and Address of Mortgage Lender (if any):***

American Home Mortgage Servicing

Loan No. _____

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.

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SEVEN 11 MELROSE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Seven 11 Melrose Condominium Association:

I approve of the amendment regarding leasing.

I do not approve of the amendment regarding leasing.

[Handwritten Signature]
Signature line

Nick Kocinski
Printed Name

Property Address: 711 W Melrose Unit # B2
Chicago, Illinois

Percentage of Ownership: _____ %

Name and Address of Mortgage Lender (if any):***

Citi Bank

Loan No. _____

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.

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PROXY/BALLOT FOR

SEVEN 11 MELROSE CONDOMINIUM ASSOCIATION

MEETING OF MARCH 10, 2008/9 ^{AM}

I, (print name) ALAN E. SOHN, owner of the unit listed below at the Seven 11 Melrose Condominium Association, do hereby constitute and appoint ~~me~~ me or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote, as my proxy at the Association meeting to be held March 10, 2008/9, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the amendment regarding leasing.

I do not approve of the amendment regarding leasing.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed his proxy on the 19th day of February, 2008/9 ^{AM}

[Signature] (signature) Date: February 19, 2008/9 ^{AM}
ALAN E. SOHN (print name)

Property Address: 710 W. Melrose Unit C-1 and Unit E-3
Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

National City Mortgage
P.O. Box 1820
Dayton, Ohio 45401-1820

Loan Nos. 4484442, 4484444

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.

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PROXY/BALLOT FOR

SEVEN 11 MELROSE CONDOMINIUM ASSOCIATION

MEETING OF _____, 2008

I, (print name) Jonathan D Haley, owner of the unit listed below at the Seven 11 Melrose Condominium Association, do hereby constitute and appoint Jonathan D. Haley, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held _____, 2008, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the amendment regarding leasing.

I do not approve of the amendment regarding leasing.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 7 day of April, ~~2008~~ 2009

Jonathan D Haley (signature) Date: April 7, ~~2008~~ 2009

Jonathan D. Haley (print name)

Property Address: 711 W Melrose #CS
Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

Chase
PO Box 78420
Phoenix AZ 85062

Loan No. 192707294

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.

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SEVEN 11 MELROSE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Seven 11 Melrose Condominium Association:

I approve of the amendment regarding leasing.

I do not approve of the amendment regarding leasing.

CMS
Signature line

CRAIG MCRAE
Printed Name

Property Address: 711 W MELROSE ST Unit # 02
Chicago, Illinois

Percentage of Ownership: 5.6% %

Name and Address of Mortgage Lender (if any):***

CITI MORTGAGE

Loan No. _____

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.

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PROXY/BALLOT FOR

SEVEN 11 MELROSE CONDOMINIUM ASSOCIATION

MEETING OF MARCH 11, 2009

I, (print name) BRIAN BEEKER D-3, owner of the unit listed below at the Seven 11 Melrose Condominium Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 11, 2009, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve of the amendment regarding leasing.
- I do not approve of the amendment regarding leasing.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 12 day of MARCH, 2008.

Brian Beeker (signature) Date: MARCH 12, 2009

BRIAN BEEKER (print name)

Property Address: D-3
Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

Please contact me for
Details

Loan No. _____

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.

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EXHIBIT D

CONSENT OF ELIGIBLE MORTGAGEE

The undersigned, an Eligible Mortgagee as defined in the Declaration for the Seven 11 Melrose Condominium Association, hereby votes on the amendment to the Declaration regarding leasing:

I/WE APPROVE THE AMENDMENT.

I/WE DO NOT APPROVE THE AMENDMENT.

Signed by:



Title:

JASON PELEN

Name and Address of Mortgagee:

MIDWEST BANK

Holder of mortgage on:

UNIT E1

Property Address:

711 WEST MELROSE
Chicago, Illinois

NOTE: If Mortgagee fails to notify Association of its consent or dissent to the adoption of this Amendment within 30 days of receipt, Mortgagee shall be deemed to have waived its right to object to the Amendment and shall be deemed to have accepted its terms and condition and agrees to be bound by same.

Return to:

Pamela J. Park
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089

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SEVEN 11 MELROSE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Seven 11 Melrose Condominium Association:

I approve of the amendment regarding leasing.

I do not approve of the amendment regarding leasing.

Th. E. Bair
Signature line

Thomas Bair
Printed Name

Property Address: 711 Melrose Unit # E2
Chicago, Illinois

Percentage of Ownership: 100 %

Name and Address of Mortgage Lender (if any):***

Private Information

Loan No. _____

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY**PROXY/BALLOT FOR****SEVEN 11 MELROSE CONDOMINIUM ASSOCIATION**MEETING OF MARCH 10, 2008⁹ ^{AM}

I, (print name) ALAN E. SOHN, owner of the unit listed below at the Seven 11 Melrose Condominium Association, do hereby constitute and appoint me or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held March 10, 2008⁹, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve of the amendment regarding leasing.
- I do not approve of the amendment regarding leasing.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy given's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 19th day of February, 2008⁹ ^{AM}

[Signature] (signature) Date: February 19, 2008⁹ ^{AM}
ALAN E. SOHN (print name)

Property Address: 717 W. Melrose Unit C-1 and Unit E-3
 Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

National City Mortgage
P.O. Box 1820
Dayton, Ohio 45401-1820

Loan Nos. 4484442, 4484444

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.

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SEVEN 11 MELROSE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Seven 11 Melrose Condominium Association:

I approve of the amendment regarding leasing.

I do not approve of the amendment regarding leasing.

Nick Erisev
Signature line

Nick Erisev
Printed Name

Property Address: 711 W. Melrose Unit # F1
Chicago, Illinois

Percentage of Ownership: 100 %

Name and Address of Mortgage Lender (if any):***

Citi Mortgage
P.O. Box 183040
Columbus, OH 43218-3040

Loan No. _____

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.


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SEVEN 11 MELROSE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Seven 11 Melrose Condominium Association:

- I approve of the amendment regarding leasing.
- I do not approve of the amendment regarding leasing.



 Signature line

Laura Valentino

 Printed Name

Property Address: 711 W. Melrose Unit # F2
 Chicago, Illinois

Percentage of Ownership: 5.08 %

Name and Address of Mortgage Lender (if any):***
CountryWide

Loan No. _____

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.

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SEVEN 11 MELROSE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Seven 11 Melrose Condominium Association:

I approve of the amendment regarding leasing.

I do not approve of the amendment regarding leasing.

Katie Krebsbauch
Signature line

KATIE KREBSBAUCH
Printed Name

Property Address: 711 W. MELROSE ST Unit # F3
Chicago, Illinois

Percentage of Ownership: 5.19 %

Name and Address of Mortgage Lender (if any):***

National City Mortgage

Loan No. _____

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.