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Property of Cook County Clerk's Office

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
THE SUBURBANITE CONDOMINIUM

RECORDING FEE \$ 178
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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
THE SUBURBANITE CONDOMINIUM

THIS AMENDED AND RESTATED DECLARATION is made and entered into by the Board of Directors of THE SUBURBANITE CONDOMINIUM ASSOCIATION (the "Board");

W I T N E S S E T H :

WHEREAS, the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The Suburbanite Condominium, dated February 15, 1968, was recorded in the Office of the Cook County Recorder of Deeds Office as Document No. 20409603, thus creating The Suburbanite Condominium Association; and

WHEREAS, the several owners, mortgagees, occupants, and other persons acquiring any interest in The Suburbanite Condominium Association enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of such development and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property; and

WHEREAS, Section 27(b)(1) of the Illinois Condominium Property Act, 765 ILCS 605/27 (the "Act") provides for a procedure for amending the Declaration to bring the Declaration into compliance with the requirements of the Illinois Condominium Property Act, and provides that an Amended and Restated Declaration, pursuant to Section 27(b)(1) of the Act, may be adopted by a vote of two-thirds (2/3) of the members of the Board; and

WHEREAS, this Amended and Restated Declaration resolves any conflicts, comports with the requirements of the Act, and has been approved by at least two-thirds (2/3) of the members of the Board at a duly called meeting; and

WHEREAS, the Board and the Owners further desire to make substantive revisions to Article VIII of the Declaration to prohibit leasing and to maintain the property as an Owner occupied Association; and

WHEREAS, Article XIII, Paragraph 7 allows such substantive amendments to be made upon approval of three-fourths (3/4) of the total vote of all members after a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees

PIN Nos.: 1028-111-044-1001 through 1028-111-044-1055

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having bona fide means of record against any Unit Ownership not less than ten (10) days prior thereto; and

WHEREAS, the substantive amendments to Article VII, prohibiting leasing, have been approved by at least three-fourths (3/4) of the members pursuant to the Ballots attached hereto as Exhibit C.

NOW, THEREFORE, for the purposes above set forth, the Board DECLARES AS FOLLOWS:

ARTICLE I DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- Act: "The Condominium Property Act" of the State of Illinois, as amended from time to time.
- Association: The Suburbanite Condominium Association, an Illinois not-for-profit corporation.
- Board or Board of Directors: The Board of Directors of The Suburbanite Condominium Association.
- Building: The building located on the Development Parcel and containing Units as shown by the Plat attached to the original Declaration as Exhibit "A".
- By-Laws: The By-Laws of The Suburbanite Condominium Association.
- Common Elements: All portions of the property except the Units.
- Condominium Instruments: All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.
- Declaration: The instrument by which the Development Parcel was submitted to the provisions of the Act and all Exhibits attached thereto as such instruments and Exhibits may be amended from time to time.
- Development Parcel: The entire tract of real estate described herein.
- Directors: The same meaning as "Board" or "Board of Directors".

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- Legal Description: The following described real estate located at 5251 Galitz Avenue, in the Village of Skokie, County of Cook and State of Illinois:
- Lots 29 through 35 inclusive (except the South 8 feet thereof) in Galitz Subdivision of Lots 27 through 29 inclusive of Galitz Subdivision of that part of Lot 10 lying West of the North and South $\frac{1}{4}$ section line of County Clerk's Division of part of Section 28, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, together with a strip of land 18.8 feet in width lying South of and adjoining said Lot 10 according to the map recorded 9-30-1893 as document #1935860 in Book 58 of Plats, page 53 in CCI.
- Limited Common Elements: A portion of the Common Elements serving exclusively one or more Units, but not all Units.
- Majority or Majority of the Unit Owners: The Owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specific percentage of Unit Owners means the percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements.
- Meeting of the Board of Directors: A gathering of a quorum of members of the Board held for the purpose of conducting Association business.
- Occupant: Person or persons in possession of a Unit, regardless of whether said Person is a Unit Owner.
- Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- Parking Area: Area provided for parking automobiles as shown on Exhibit "A" of the Plat.
- Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- Plat: The Plat of Survey of the Development Parcel and of all Units in the property submitted to the provisions of the Act, consisting of three dimensional horizontal and vertical delineations of all such Units and showing the measurements, elevations, locations and other data required by the Act, a Plat of said Development Parcel being attached to the originally

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recorded Declaration as Exhibit A, and incorporated by reference as Exhibit A hereto.

- Property: All the land, property and space comprising the development parcel, all improvements and structures constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Unit Owners.
- Record or Recording: To record or recording in the Office of the Recorder of Deeds of Cook County, Illinois.
- Unit: A part of the property within a building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling, and having lawful access to a public way, and more specifically described hereafter in Article II.
- Unit Ownership: A part of the property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

ARTICLE II UNITS

1. Description and Ownership. All Units in the building located on the Development Parcel are delineated on the survey attached hereto as Exhibit "A" and made a part of this Declaration, and are legally described as follows.

Units 101, 102, 105, 106, 108, 116, 117; 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 214, 215, 216, 217; 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 314, 315, 316, 317; 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 414, 415, 416, 417, as delineated on survey of: Lots 29 through 35 inclusive (except the South 8 feet thereof) in Galitz Subdivision of Lots 27 through 29 inclusive of Galitz Subdivision of that part of Lots 10 lying West of the North and South $\frac{1}{4}$ section line of County Clerk's Division of part of Section 28, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, together with a strip of land 18.8 feet in width lying South of and adjacent to said Lot 10 according to the map recorded 9-30-1893 as document #1935860 in Book 58 of Plats, page 53 in CCI, which survey is attached as Exhibit "A" to the originally recorded Declaration and is incorporated herein by reference.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in Exhibit "A". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or

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symbol as shown on Exhibit "A", and every such description shall be deemed good and sufficient for all purposes. Except as otherwise provided in the "Condominium Property Act of the State of Illinois", no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "A".

2. Certain Structures Not Constituting Part of a Unit. No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

ARTICLE III COMMON ELEMENTS

1. Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, all stairways, elevators, halls, courtyards, lobbies, corridors, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

2. Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The extent or amount of such ownership shall be expressed by a percentage amount and shall remain constant, and may not be changed without unanimous approval of all Owners. Each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto.

3. No Partition of Common Elements. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit Ownership shall be owned by two or more co-Owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-Owners.

ARTICLE IV GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to "Condominium Property Act." The property has been submitted to the provisions of the "Condominium Property Act" of the State of Illinois.

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2. No Severance of Ownership. No Owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3. Easements. (a) Encroachments. In the event that, by reason of the construction, settlement or shifting of the building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) Balconies and Patios. A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the balcony or patio, as the case may be, adjoining the Unit; provided, however, that no Owner shall decorate, landscape or adorn such balcony or patio in any manner contrary to such rules and regulations as may be established by the Board, as hereinafter provided, unless he/she shall first obtain the written consent of said Board so to do.

(c) Utility Easements. The Illinois Bell Telephone Company, Commonwealth Edison Company and all other public utilities serving the property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes and wires, and other equipment into and through the Common Elements for the purpose of providing the property with utility services.

(d) Parking Spaces. The Parking Area has been divided into Parking Spaces as delineated in Exhibit "A". The legal description of each said Parking Space shall consist of the identifying number or symbol of such Parking Space as shown on Exhibit "A". Wheresoever reference is made to any Parking Space in a legal instrument or otherwise, a Parking Space may be legally described by its identifying number or symbol as shown on Exhibit "A" and every such description shall be deemed good and sufficient for all purposes. Each Unit Ownership shall include as a right and easement appurtenant thereto a grant of a perpetual and exclusive easement, hereinafter referred to as the "Parking Easement", consisting of the right to use for parking purposes not less than one Parking Space. The Parking Easement to a specific Parking Space or Spaces has been determined and allocated to specific Unit Ownerships. Each deed, lease, mortgage or other instrument affecting a Unit Ownership shall include the Parking Easement to the specific Parking Space or Spaces

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so allocated and appurtenant thereto. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the Parking Easement to the specific Parking Space or Parking Spaces expressly allocated to said Unit shall be deemed and taken to include the said Parking Easement to the said Parking Space or Spaces, even though not expressly mentioned or described therein. No Parking Space shall be used in any manner contrary to such rules and regulations applicable to all Parking Spaces as may be established by the Board, as hereinafter provided, or unless the Owner or Lessee of the Owner shall first obtain the written consent of the said Board.

(e) Storage Area. The Storage Area in the building outside of the respective Units shall be part of the Common Elements and the exclusive use and possession of individual portions thereof has been allocated among the respective Owners. The exclusive use and possession of specified portions of the aforescribed Storage Area allocated to specific Unit Ownerships may be exchanged between Unit Ownerships as provided in Section 26 of the Act. The use of specific portions of the Storage Area, notwithstanding their allocation to specific Unit Ownerships as aforescribed, shall remain subject to such rules and regulations applicable to all portions of the Storage Area as the Board may prescribe. However, when the exclusive use and possession of any specified portion of the Storage Area has been allocated to a specific Unit Ownership, no part thereof may be re-allocated or terminated except with the express consent of the Owner of the Unit Ownership to whom it has theretofore been allocated or with the approval of voting members holding two-thirds (2/3) of the total votes and the substitution therefor of equivalent storage space.

(f) Easements to Run With land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on any Owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V ADMINISTRATION

1. Administration of Property. The direction and administration of the property shall be vested in a Board of Managers (hereinafter referred to as the "Board") consisting of five persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

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2. Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board, and unless otherwise specifically provided otherwise therein, shall be valid for eleven (11) months after execution and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "B".

3. Meetings. (a) The presence at any meeting of the voting members having twenty percent (20%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) Annual Meeting. There shall be an annual meeting of the voting members on the first Tuesday of February of each year at 7:30 P.M. on the property, or at such other reasonable place or time (not more than thirty [30] days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting.

(c) 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, require 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 twenty percent (20%) of the total votes and delivered not less than ten (10) days nor 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.

4. Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

5. Board of Managers. (a) At each annual meeting, the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year, consisting of five (5) Owners. Three (3) members shall constitute a

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quorum. Members of the Board shall serve, without compensation, for a term of one (1) year or until their successors are elected. Vacancies in the Board may be filled by two-thirds (2/3) vote of the remaining members thereof until the next annual meeting of the Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term, and that such meeting shall be called within thirty (30) days of receipt of such petition. Except as otherwise provided in this Declaration, the property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board shall meet at least four (4) times annually.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account.

(c) Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by majority vote of the voting members at the same meeting or any subsequent meeting called for that purpose.

6. General Powers of the Board. The Board for the benefit of all the Owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, waste removal, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(b) A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of the Common Elements, the Limited Common Elements and the Units and except as otherwise determined by the Board, the bare walls, floors and ceilings of the Unit, providing coverage for special form causes of loss in a total amount of not less than the full insurable replacement costs of the insured property; less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date, written in the name of, and the proceeds thereof shall be payable to, the Members of the Board as trustees for each of the Unit Owners in the percentages established in Exhibit "B", and to the Owners' Mortgagees, as their interests may appear.

(c) A policy or policies insuring the members of the Board, their agents and employees and the Owners against any liability to the public or to the Owners (of Units and of the Common Elements, and their invitees, or tenants), incident to the ownership and/or use of the Common Elements and Units, the liability under which insurance shall be not less

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than One Million Dollars (\$1,000,000.00). The Unit Owners must be included as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover the claims of one or more insured parties against other insured parties.

(d) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(e) The Board shall also have authority to and shall obtain, or cause to be obtained, such insurance as it deems prudent, in such amounts, from such sources and in such forms as it deems prudent, insuring the property and each member of the Board and officers of the Association from liability arising from the fact that any such person is or was a Director or officer of the Association. The premiums for such insurance shall be a Common Expense. Directors' and officers' liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as Directors and officers, but this coverage shall exclude actions for which the Directors are not entitled to indemnification under the General Not-for-Profit Corporation Act of 1986 or this Declaration and By-Laws. The Board shall also have authority to, and may obtain or cause to be obtained, such other insurance as it deems prudent or necessary for the property or any aspect of the ownership, operation or management thereof, in such amounts, from such source, and in such forms as the Board deems prudent. The premiums for such insurance shall be a Common Expense. All such policies maintained by the Board, as described herein, shall be reviewed annually by an independent insurance consultant chosen by the Board or otherwise acceptable to the Board. The Board shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association shall have standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

(f) The services of any person or firm employed by the Board.

(g) Landscaping, gardening, snow removal, painting, cleaning, touchpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of the doors and windows appurtenant thereto, which the Owner shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the property as a first class condominium development or for the enforcement of these restrictions.

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(i) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the Common Elements, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners.

(j) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the building, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

(k) The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. It may likewise enter any balcony (or patio) for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(l) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any capital addition and improvement (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of One Thousand Dollars (\$1,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of One Thousand Dollars (\$1,000.00), without in each case the prior approval of the voting members holding two-thirds (2/3) of the total votes.

(m) All vouchers for payment of expenditures by the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

(n) The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of said Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform with the notice requirements for each Owners' meeting, except that no quorum is required at the meeting of the Unit Owners. Written notice of such rules and regulations shall be given to all Owners and occupants, and the entire Development shall at all times be maintained subject to such rules and regulations.

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(o) The Board may engage the services of an agent to manage the property to the extent deemed advisable by the Board.

(p) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

ARTICLE VI ASSESSMENTS - MAINTENANCE FUND

1. (a) Each year on or before November 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies 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. Each Unit Owner shall receive notice in the same manner as provided for Owners' meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes, delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified. Any Common Expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Unit Owners. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the ratification procedure contained herein. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners. Assessments for additions and alterations to the Common Elements or to Association owned property not included in the adopted annual budget shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners. The Board of Managers may adopt separate assessments payable over more than one fiscal year. With respect to any multi-year assessment not necessitated by an emergency or mandated by law, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to the Board or as it may direct, one-twelfth (1/12th) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures

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plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

(b) The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, in accordance with the provisions contained in subparagraph (a) herein, levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements.

(c) The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

(d) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

(e) The Board shall keep and maintain the following records, or true and complete copies of these records, at the Association's principal office:

- (1) The Association's Declaration, By-Laws and Plats of Survey and all amendments of these;
- (2) The rules and regulations of the Association;
- (3) The Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;
- (4) Minutes of all meetings of the Association and its Board for the immediately preceding seven (7) years;

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

Any member shall have the right to inspect, examine and make copies of the records described in subparagraphs (1), (2), (3), (4) and (5), in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board or its authorized agent, stating with particularity the records sought to be examined. A member shall have the right to inspect, examine, and make copies of the records described in subparagraphs (6), (7), (8) and (9) of this section, in person or by agent, at any reasonable time or times, but only for a proper purpose at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board or its authorized agent, stating, with particularity the records sought to be examined and a proper purpose for the request.

(f) All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit "B".

(g) If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the names of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the "Condominium Property Act" of Illinois. Any encumbrancer may from time to time request in writing a

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written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by his encumbrance.

(h) Amendment to this ARTICLE VI shall only be effective upon unanimous written consent of seventy-five percent (75%) of the Owners, and their Mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Unit.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

1. The Units and Common Elements shall be occupied and used as follows:

(a) No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each Unit shall be used as residence for a single family and for no other purpose.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the increase or cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(e) No animals, cats, or other household pets, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements.

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.

(g) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the building or which would structurally change the building except as is otherwise provided herein.

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(h) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in a common storage area designated for the purpose, and balcony and patio areas may be used for their intended purposes.

(j) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the property, except at such location and in such form as may be determined by the Board.

(k) Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

(l) That part of the Common Elements identified in Exhibit "A" as "Parking Area" shall be used by the Owners for parking purposes.

ARTICLE VIII SALE, LEASING OR OTHER ALIENATION

1. Leasing of Units

(a) In order to prevent transience and to preserve the residential character of the Association, the leasing of Units to others as a regular practice for business, speculative or investment purposes, is prohibited.

(b) To avoid undue hardship, the Board of Directors may grant permission to an Owner to lease more than one Unit to a specified lessee for a period of not more than one (1) year; unless upon a showing of continuing hardship by the Owner, the Board may permit additional or renewal leases of more than one Unit for periods of one (1) year each.

(c) In any lease situation, Owners must deliver to the Board of Directors before any lease term or occupancy commences, a written lease for any permissible lease of the Unit not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first.

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(d) If a sale, lease, devise or gift of any Unit is made by any Owner, the purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such Owner with respect to such Unit Ownership as provided in the Declaration. Any Owner making any lease subject to the terms herein, shall not be relieved thereby from any obligations under the Declaration.

(e) In any lease situation as permitted herein, a Unit Owner shall have the right to lease all, but not less than all, of his Unit, for the purpose for which it was designed and intended, upon such terms and conditions as the Unit Owner may deem advisable, except that no Unit shall be used or leased for transient or hotel purposes, which are hereby defined as being a period of less than one (1) year. The preceding sentence notwithstanding any mortgagee in possession of a Unit, following a default in any mortgage, pursuant to a decree of foreclosure, or by deed or other arrangement in lieu of foreclosure, may use or lease such Unit for transient purposes. Subject to the provisions of this Section 9(e) and of the Condominium Instruments, the Board shall have the right and authority to lease any Unit owned by the Association for such rental or fee and upon such terms and conditions as the Board may, in its sole judgment, determine.

(f) 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 same.”

2. Right of First Refusal. Any Owner who wishes to sell his Unit Ownership 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, together with the name and address of the proposed purchaser. The members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the Owner may, at the expiration of said thirty (30) day period and at any time within sixty (60) days after the expiration of said period, contract to sell such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein.

3. Gift. Any Owner who wishes to make a gift of his Unit Ownership or any interest therein to any person or persons who would not be heirs at law of the Owner under the Rules of Descent of the State of Illinois were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board

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and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser, whose fee shall be paid by the Board, to act as arbitrator. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser, whose fee shall be paid by the Board, to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

4. Devise. In the event any Owner dies leaving a Will devising his or her Unit Ownership, or any interest therein, to any person or persons not heirs at law of the deceased Owner under the Rules of Descent of the State of Illinois, and said Will is admitted to probate, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein either from the devisee or devisees thereof named in said Will or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser, whose fee shall be paid by the Board, to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator, and shall pay said arbitrator's fee. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator, whose fee shall be paid by the Board. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the Unit Ownership or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the rights of the members of the Board, acting on behalf of the other Unit Owners, or their authorized representative, pursuant to authority given to the Board by the Owners as hereinafter provided, to bid at any sale of the Unit Ownership or interest therein of any deceased Owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Owner's estate which contains his or her Unit Ownership or interest therein.

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5. Involuntary Sale. (a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days' written notice to the Board of his intention so to do, whereupon members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(b) In the event any other Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefore against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI.

6. Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein without the prior written consent of two-thirds (2/3) of the voting members except the members whose Unit or Units are the subject of the option. The members of the Board or their duly authorized representatives, acting on behalf of the other Unit Owners, may bid to purchase at any sale of a Unit Ownership or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior two-thirds (2/3) written consent of the voting members whose Units are not subject to the sale, which said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Unit or interest therein.

7. Release or Waiver of Option. Upon the written consent of four of the Board members, any of the options contained in this Article VIII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

8. Proof of Termination of Option. A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article VIII as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee not to exceed Ten Dollars (\$10.00).

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9. Financing of Purchase under Option. (a) Acquisition of Unit Ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth in Exhibit "B" bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph (g) of Article VI.

(b) The members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the Unit Ownership or interest therein to be acquired.

10. Title to Acquired Interests. Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of Paragraph 8(a) of this Article.

ARTICLE IX

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

1. Sufficient Insurance. In the event the improvements forming a part of the property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event within thirty (30) days after said damage or destruction, the Unit Owners elect either to sell the property as hereinafter provided in ARTICLE X, or to withdraw the property from the provisions of this Declaration, and from the provisions of the "Condominium Property Act" as therein provided, then such repair, restoration or reconstruction shall not be undertaken.

2. Insufficient Insurance. In the event the property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred and eighty (180) days after said damage or destruction, then the provision of the Condominium Property Act in such event shall apply.

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3. Repair, restoration or reconstruction of the improvements as used in this ARTICLE, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE X SALE OF THE PROPERTY

1. The Owners by affirmative vote of at least 75% of the total vote, at a meeting duly called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The party selecting an appraiser shall pay the fee of the appraiser selected by him or it. The fee of a third appraiser, if one is selected, shall be paid by the Board.

ARTICLE XI REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

2. Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall re-occur more than once thereafter, then the Board shall have the power to issue to the defaulting owner a 10-day notice in writing to terminate the rights of the said defaulting Owner to

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continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or, in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Paragraph 5(a) of ARTICLE VIII hereof, to immediate possession of the Unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

ARTICLE XII ASSOCIATION

Formation of Association. The Association has been incorporated as a not-for-profit corporation under the laws of the State of Illinois to be called "THE SUBURBANITE CONDOMINIUM", to facilitate administration and operation of the property. The Board of Directors of such Association shall be deemed to be the Board of Managers referred to herein and in the Condominium Property Act. Every Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new owner shall automatically become a member therein.

ARTICLE XIII GENERAL PROVISIONS

1. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed.

2. Notices required to be given to said Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail addressed to such member or officer at his Unit.

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3. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

4. Each purchaser of a Unit by acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Trustee's Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

5. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6. The provisions of Article III, Article VI, Section 5 of Article VIII, and this paragraph 6 of Article XIII of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, three-fourths (3/4) of the Owners and all mortgagees having bona fide liens of record against any Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed 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. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act".

7. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium development.

8. In the event title to any Unit Ownership is conveyed to a land titleholding trust under the terms of which all powers of management, operation and control of the trust property remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No liability shall be asserted against such titleholding trustee personally for

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payment of any claims, lien or obligation or for the performance of any agreement, covenant or undertaking hereby created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part thereon, but the amount thereof shall continue to be a charge or lien upon the Unit Ownership notwithstanding any changes in the beneficial interest of any such trust or transfers of title to such Unit Ownership.

IN WITNESS WHEREOF, the Board of Directors of THE SUBURBAN CONDOMINIUM ASSOCIATION

has caused their ~~its~~ names to be signed to these presents by its _____ and attested by its _____ this _____ day of _____, A.D. _____ 1967.

BOARD OF DIRECTORS OF THE
SUBURBANITE CONDOMINIUM ASSOCIATION

By: Judith Orman
Illa Stewart
Phil H. Wablong
Jane G. Peters
J. J. Jones

ATTEST:

Jane G. Peters
Treasurer

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EXHIBIT A

The Plat of Survey of the Development Parcel attached as Exhibit A to the original Declaration, recorded as Document No. 20409603 and incorporated herein by reference.

Property of Cook County Clerk's Office

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EXHIBIT B
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
5251 GALITZ AVE., SKOKIE CONDOMINIUM

<u>UNIT</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>	<u>UNIT</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
101	1.63%	306	1.72%
102	1.59%	307	1.80%
105	1.87%	308	1.67%
106	1.84%	309	1.98%
108	1.59%	310	1.72%
116	1.90%	311	1.76%
117	1.63%	312	1.69%
		314	1.95%
201	1.69%	315	1.95%
202	1.63%	316	2.04%
203	1.93%	317	1.72%
204	1.84%		
205	1.95%	401	1.78%
206	1.69%	402	1.72%
207	1.76%	403	2.00%
208	1.63%	404	1.95%
209	1.93%	405	2.07%
210	1.67%	406	1.80%
211	1.69%	407	1.87%
212	1.63%	408	1.72%
214	1.90%	409	2.00%
215	1.90%	410	1.78%
216	2.00%	411	1.80%
217	1.69%	412	1.76%
		414	2.00%
301	1.72%	415	2.00%
302	1.67%	416	2.12%
303	1.98%	417	<u>1.80%</u>
304	1.90%		100.00%
305	1.98%		

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EXHIBIT C

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 15 day of March, 2009.

Signature(s) of Unit Owner(s):

Lillian Michaels

Unit Number: 101

PERCENTAGE OF OWNERSHIP 1.63%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 15th day of MARCH, 2009.

Signature(s) of Unit Owner(s):

Judith Orman

Unit Number: 105

PERCENTAGE OF OWNERSHIP 1.87 %
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 16 day of March, 2009.

Signature(s) of Unit Owner(s):

[Handwritten Signature]

Unit Number: 106

PERCENTAGE OF OWNERSHIP 1.84%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 17 day of March, 2009.

Signature(s) of Unit Owner(s):

Sandy Thomas

Unit Number: 108

PERCENTAGE OF OWNERSHIP 1.59 %
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 18 day of MARCH, 2009.

Signature(s) of Unit Owner(s):

Chloris
Wanda S. Weiss

Unit Number: 117

PERCENTAGE OF OWNERSHIP _____ %
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 8th day of March, 2009.

Signature(s) of Unit Owner(s):

Robert Lee

Unit Number: 201

PERCENTAGE OF OWNERSHIP 1.69%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this _____ day of _____, 2009.

Signature(s) of Unit Owner(s):

_____ 

Unit Number: 202

PERCENTAGE OF OWNERSHIP 1.63%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

 ✓ **TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES**

 NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 17 day of March, 2009.

Signature(s) of Unit Owner(s):

[Handwritten Signature]

Unit Number: 204

PERCENTAGE OF OWNERSHIP 1.84%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 16 day of March, 2009.

Signature(s) of Unit Owner(s):

Raise Rabinovich

Unit Number:

205

PERCENTAGE OF OWNERSHIP 1.95%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 13 day of March, 2009.

Signature(s) of Unit Owner(s):

Irene A. Dura

Unit Number: 206

PERCENTAGE OF OWNERSHIP 1.69 %
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

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TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 14th day of March, 2009.

Signature(s) of Unit Owner(s):

[Handwritten Signature]

Unit Number: 208

PERCENTAGE OF OWNERSHIP 1.63%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 13 day of March, 2009.

Signature(s) of Unit Owner(s):

Margaret Bernstein

Unit Number: 209

PERCENTAGE OF OWNERSHIP 1.93%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 17 day of March, 2009.

Signature(s) of Unit Owner(s):

Margarita Zosa

Unit Number: 210

PERCENTAGE OF OWNERSHIP 1.67%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 19 day of MARCH, 2009.

Signature(s) of Unit Owner(s):

Lester Bernstein

Unit Number:

212

PERCENTAGE OF OWNERSHIP 1.63%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

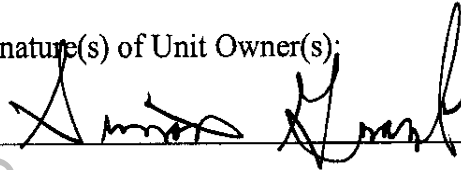
As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 15 day of March, 2009.

Signature(s) of Unit Owner(s):



Unit Number:

214

PERCENTAGE OF OWNERSHIP 1.90%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 17 day of March, 2009.

Signature(s) of Unit Owner(s):

Paul Zayza

Unit Number: 215

PERCENTAGE OF OWNERSHIP 1.90%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

X **TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES**

 NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 15 day of March, 2009.

Signature(s) of Unit Owner(s):

Charlotte [unclear]

Unit Number: 216

PERCENTAGE OF OWNERSHIP 2.00%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 14th day of March, 2009.

Signature(s) of Unit Owner(s):

Jane A. Peters

Unit Number: 217

PERCENTAGE OF OWNERSHIP 1.69%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

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NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 13 day of March, 2009.

Signature(s) of Unit Owner(s):

Kathleen Salern

Unit Number: 301

PERCENTAGE OF OWNERSHIP 1.72 %
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 13 day of MARCH, 2009.

Signature(s) of Unit Owner(s):

Anne Frank

Unit Number: 302

PERCENTAGE OF OWNERSHIP 1.67%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

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TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 16 day of MARCH, 2009.

Signature(s) of Unit Owner(s):

George Christandy

Unit Number: 303

PERCENTAGE OF OWNERSHIP 1.98%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 16 day of March, 2009.

Signature(s) of Unit Owner(s):
Mark Swerman

Unit Number: 304

PERCENTAGE OF OWNERSHIP _____ %
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

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TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 8th day of March, 2009.

Signature(s) of Unit Owner(s):

[Handwritten Signature]

Unit Number:

305

PERCENTAGE OF OWNERSHIP 1.98%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 15 day of March, 2009.

Signature(s) of Unit Owner(s):

S. P. [Signature]

Unit Number: 306

PERCENTAGE OF OWNERSHIP 1.72 %
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 18 day of March, 2009.

Signature(s) of Unit Owner(s):

Robert Schuffler

Unit Number: 307

PERCENTAGE OF OWNERSHIP 1.80 %
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 17 day of March, 2009.

Signature(s) of Unit Owner(s):

Maria Luchala

Unit Number:

308

PERCENTAGE OF OWNERSHIP 1.67%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 13th day of Nov, 2009.

Signature(s) of Unit Owner(s):

Patricia Borden

Unit Number: 4309

PERCENTAGE OF OWNERSHIP 1.98%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

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TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 13th day of MARCH, 2009.

Signature(s) of Unit Owner(s):

Rene Lichtenstein

Unit Number: 310

PERCENTAGE OF OWNERSHIP 1.72%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

X **TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES**

 NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 16th day of March, 2009.

Signature(s) of Unit Owner(s):

Emelya Kbrity

Unit Number: 311

PERCENTAGE OF OWNERSHIP 1.76%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 16th day of March, 2009.

Signature(s) of Unit Owner(s):

Couina Radu-Seban

Unit Number:

312

PERCENTAGE OF OWNERSHIP 1.69%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

X **TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES**

 NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 15 day of MARCH, 2009.

Signature(s) of Unit Owner(s):

Agnes Schwartz

Unit Number: 314

PERCENTAGE OF OWNERSHIP 1.95 %
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 15 day of March, 2009.

Signature(s) of Unit Owner(s):

Solig Kangz

Unit Number: 315

PERCENTAGE OF OWNERSHIP 1.95 %
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

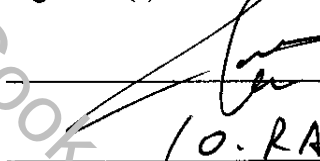
As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 17 day of March, 2009.

Signature(s) of Unit Owner(s):



J. RASKIN

Unit Number: # 401

PERCENTAGE OF OWNERSHIP 1.78%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 14 day of MARCH, 2009.

Signature(s) of Unit Owner(s):

Phil H. Yablonsky

Unit Number: #403

PERCENTAGE OF OWNERSHIP 1.72%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 16 day of March, 2009.

Signature(s) of Unit Owner(s):



Unit Number: 405

PERCENTAGE OF OWNERSHIP 2.07%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 16th day of MARCH, 2009.

Signature(s) of Unit Owner(s):

L. Klebanov

Unit Number:

406

PERCENTAGE OF OWNERSHIP 1.80%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 12 day of 9, 2009.

Signature(s) of Unit Owner(s):

[Handwritten Signature]

Unit Number: 407

PERCENTAGE OF OWNERSHIP 1.87%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 12th day of March, 2009.

Signature(s) of Unit Owner(s):

Marion A. Schmetz

Unit Number: 409

PERCENTAGE OF OWNERSHIP 2.00 %
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 03 day of 12, 2009.

Signature(s) of Unit Owner(s):

Flore Cardoso

Unit Number: 410

PERCENTAGE OF OWNERSHIP 1.78%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 12th day of MARCH, 2009.

Signature(s) of Unit Owner(s):

Illa B Stewart

Unit Number: 411

PERCENTAGE OF OWNERSHIP 1.80%
(TO BE COMPLETED BY MANAGEMENT)

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TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 15 day of Nov., 2009.

Signature(s) of Unit Owner(s):

Lisa Segal

Unit Number: 414

PERCENTAGE OF OWNERSHIP 2.00%
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

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TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 12 day of March, 2009.

Signature(s) of Unit Owner(s):

A. M. Smith

Unit Number:

415

PERCENTAGE OF OWNERSHIP 2.02 %
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

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TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 12th day of March, 2009.

Signature(s) of Unit Owner(s):

Frances Stern

Unit Number: 416

PERCENTAGE OF OWNERSHIP 2.12 %
(TO BE COMPLETED BY MANAGEMENT)

UNOFFICIAL COPY

BALLOT

As a member of The Suburbanite Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

TO ADOPT THE AMENDMENT IMPOSING RESTRICTIONS ON LEASING OF UNITS FOR BUSINESS, SPECULATIVE OR INVESTMENT PURPOSES

NOT TO ADOPT THE AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Ballot at Skokie, Illinois this 15 day of March, 2009.

Signature(s) of Unit Owner(s):

Judith Novak

Unit Number:

417

PERCENTAGE OF OWNERSHIP 1.80%
(TO BE COMPLETED BY MANAGEMENT)