

# UNOFFICIAL COPY



Doc#: 1422415068 Fee: \$92.00  
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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/12/2014 02:17 PM Pg: 1 of 28

**AMENDMENT TO THE  
DECLARATION of  
CONDOMINIUM  
OWNERSHIP AND OF  
EASEMENTS,  
RESTRICTIONS,  
COVENANTS AND BY-  
LAWS FOR 4445 N.  
PAULINA PLACE  
CONDOMINIUM  
ASSOCIATION**

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws (hereafter the "Declaration") for 4445 N. Paulina Place Condominium Association, (hereafter the "Association"), which Declaration was recorded on May 17, 1999 as Document Number 99475729 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

**WITNESSETH:**

WHEREAS, the Board of Directors and Unit Owners desire to adopt an Amendment regarding annual meetings, notification of meetings, insurance, expenditures for Limited Common Elements and leasing restrictions at the Association; and

WHEREAS, pursuant to Article XV, Section 15.08 of the Declaration, the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Secretary of the Board and approved by Unit Owners having in the aggregate, at least sixty-seven (67%) percent of the total vote at a meeting called for that purpose provided, however, that all holders of first mortgages or record have been notified by certified mail of any change, modification or rescission, and an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument.

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

In addition, Article XI, Section (e)(i) of the Declaration provides that an Amendment to the Declaration regarding leasing requires the written approval of

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fifty-one (51%) percent of the Mortgagees. Approval may be implied when a First Mortgagee fails to submit a written response within thirty (30) days after it receives notice of said proposal, if the notice was delivered by certified mail, return receipt requested.

WHEREAS, said instrument has been signed and acknowledged by the President and the Secretary of the Association;

WHEREAS, an Affidavit signed by an officer of the Association is attached hereto as Exhibit B certifying that said instrument has been approved, at a meeting called for such purpose, by the Unit Owners having, in the aggregate, at least sixty-seven (67%) percent of the total vote, as evidenced by the Affidavit and the attached ballots of said Owners; and

WHEREAS, an Affidavit signed by an officer of the Association is attached hereto as Exhibit C certifying that a complete copy of the Amendment including the consent form attached hereto as Exhibit D, has been mailed, via certified mail, to all First Mortgagees having bona fide liens of record against any Unit.

NOW, THEREFORE, the Association hereby declares that Article V, Sections 5.04(b), 5.06(a), 5.08(i)(B) and 5.08(g); Article VI, Section 6.10; Article VII, Section 7.01(k); and Article XIII of the Declaration be and is hereby amended as follows (additions in text are indicated by underline and deletions are indicated by ~~strike-out~~):

1. Article V, Section 5.04(b). ~~Initial and Annual Meeting. The initial meeting of the Voting Members shall be held upon no less than twenty one (21) and no more than thirty (30) days written notice given by Declarant or Developer. Said initial meeting shall be held no later than the first to happen of (i) (60) days after the date Declarant has sold and delivered its deed for at least seventy five (75%) percent of the Units or (ii) three (3) years from the date of the recording of this Declaration, whichever is sooner, provided, however, that the words "seventy five (75%) percent of the Units" as used in the preceding clause of this sentence shall mean seventy five percent (75%) of the sum of the Units listed on Exhibit C attached hereto. Thereafter, there shall be an annual meeting of the Voting Members on the second Tuesday of December following such initial meeting, and on the second Tuesday of December of each succeeding year thereafter at 7:30 P.M., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the Voting Members.~~

2. Article V, Section 5.06(a) shall be amended by adding at the end of the Section the following language:

Notices of any meetings of the Association, required to be given herein, may be delivered by email, provided that a Unit Owner has designated an email address as his or her electronic address for official notices.

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3. Article V, Section 5.08(a)(i). (a) Types. The Board shall have the authority to and shall obtain insurance for the Property as follows:

(i) Physical damage insurance (property insurance) on the Common Elements and Units, including the Limited Common Elements, except as otherwise determined by the Board Property (but excluding additions, alterations, improvements and betterments to the Units, subject to the following conditions:

4. Article V, Section 5.08(i)(B). The Property shall be insured for an amount not less than the full insurable replacement cost 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; one hundred percent (100%) of its full insurable replacement cost;

5. 5.08(g) shall be amended by adding the following:

Mandatory Unit Owner Coverage. Each Unit Owner shall obtain and maintain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of the Unit Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim appliances, equipment, and other furnishings. Each Unit Owner shall provide evidence of said insurance to the Board.

If a Unit Owner does not purchase or produce evidence of insurance requested by the Board after written notice to the Owner, the shall be permitted to seek a court order to compel the Owner to purchase insurance in compliance with this Section, and any attorney's fees or costs incurred in this matter shall be the obligation of the Owner. In no event is the Board liable to any person with regard to its decision not to pursue enforcement of this provision.

6. Article VI, Section 6.10. Expenditures for Limited Common Elements. In connection with expenditures for the Limited Common Elements, the Board may, in its discretion, assess in whole or in part, the costs and expenditures for the Limited Common Elements to only those Units to which the Limited Common Elements are assigned.

7. Article VII, Section 7.01(k). ~~The provisions of the Act, this Declaration, the By-Laws, and rules and regulations that relate to the use of a Unit or the Common Elements shall be applicable to any person leasing a Unit Ownership and shall be deemed to be incorporated in any lease executed or renewed in connection with a Unit Ownership. The Association may prohibit a tenant from occupying a Unit until the Unit Owner complies with the leasing requirements prescribed in Article XIII hereof or as may be adopted by the Association. The Board may proceed directly against a tenant~~

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~~or a Unit Owner, at law or in equity, or under the provisions of Article IX of the Illinois Code of Civil Procedure, 735 ILCS 5/9-101 et seq., to enjoin a tenant from occupying a unit or seek to evict a tenant for failure of the lessor owner to comply with the Association's leasing requirements, any breach by a tenant of any covenants, rules, regulations or By-Laws, without excluding any other rights or remedies. The remedies set forth in Article IX of the Code of Civil Procedure shall be available to the Association and against the Unit Owner and the Unit Owner's lease in the event of any violation of this sentence or of any other provision of this Declaration concerning Unit Ownership leasing, without excluding any other rights or remedies.~~

8. Article XIII shall be deleted in its entirety and replaced with the following:

Lease of Unit. The assignment or sub-leasing of a Unit shall not be permitted. The term of any lease entered into shall be no less than one (1) year and no more than two (2) years. Effective as of the recording of this Amendment, the rental or leasing of Units shall be limited to a total of five (5) of the Units ("Leasing Cap"). Those Owners whose Units have a copy of a current lease on file with the Association as of the date of the recording of this Amendment shall be considered a "Grandfathered Unit", provided that upon transfer of ownership of the Unit, the "Grandfathered Unit" status shall expire and no longer be applicable. Any leases for such Grandfathered Units entered into after the effective date of this Amendment shall be for no less than one (1) year and no more than two (2) years, and provided that, any such leases shall expire as of or before December 31, 2016, after which time, such Grandfathered Units shall be subject to the Leasing Cap. The following shall also apply:

(1) Any Owner desiring to lease out their Unit must satisfy the following requirements and submit to the Board at least fourteen (14) days prior to entering into a lease agreement the following:

- (i) a copy of the proposed lease with a lease term of not less than one (1) year and no more than two (2) years; and
- (ii) tenant acknowledgement and receipt of Association's rules and regulations.
- (iii) written certification that the Owner has owned and occupied a Unit in the Association for at least twelve (12) consecutive months;
- (iv) acknowledgement that the Unit shall not be used for hotel or transient purposes.

If an Owner satisfies the aforementioned requirements and is granted permission to lease his or her Unit ("Permitted Owner"), permission to do so shall be for no more than two (2) years consecutively. At the expiration of the second year, or if the Owner is unable to rent the Unit within sixty (60) days following becoming a Permitted Owner or the expiration of the first one year lease, the Permitted Owner shall no longer be

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permitted to lease his or her Unit, unless they are first on the Waiting List, as described below.

(2) Waiting List. In the event more than five (5) of the Units at the Association are currently being leased at the time of application, the Owner's name shall be added to a waiting list to be maintained by the Board or the managing agent, and the Unit may not be leased except as set forth below:

(i) To be added to the Waiting List is on a first-come, first-serve basis, which shall be determined chronologically. For example, if an Owner desires to be placed on the Waiting List, they will be placed at the end of the Waiting List with the date and time of the placement ("Waiting List Date"). The Owner with the oldest Waiting List Date shall be the first person eligible to lease their Unit, should a spot open.

(ii) If there is an Owner(s) on the Waiting List, the first person on the Waiting List will be notified by the Board/Management that a Right to Rent has opened, and thereafter the Owner shall have fourteen (14) days to notify the Board/Management in writing of their intent to lease. The Owner must then provide a copy of an executed lease within sixty (60) days following the Owner's notification to the Board/Management of his or her intent to lease ("Waiting List Period"); otherwise the Owner forfeits his right to lease and the Right to Rent will transfer to the next person on the waiting list.

(3) Article XIII shall not apply to the rental or leasing of Units to the immediate family members of a Unit Owner. For purposes of this subsection, "immediate family members" shall include parents, grandparents, children, and siblings of a Unit Owner.

(4) The provisions of this Article shall not apply to a transfer or lease of a Unit, or interest therein, by or to the Board. This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

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

9. Article XV, Section 15.03. The following shall be added to the end of the paragraph:

Notices hereunder may be delivered by email provided a Unit Owner has designated an email address as his or her electronic address for official notices. Notice delivered by email shall be deemed delivered as of the date and time of email transmission.

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

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

APPROVED THIS 19 DAY OF May, 2014

4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION

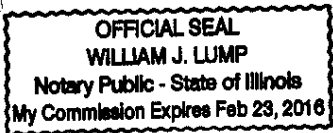
By: [Signature]  
Its President

ATTEST:

By: [Signature]  
Secretary

Subscribed and Sworn to before me this 19 day of May, 2014

[Signature]  
Notary Public



Property of COOK County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

Units AG Through E3 In 4445 NORTH PAULINA PLACE CONDOMINIUM As Delineated On And Defined On The Plat Of Survey Of The Following Parcel Of Real Estate: Lot 22 In Block 21 In Ravenswood, Being A Subdivision Of The Northeast Quarter And The Northeast Quarter Of The Southeast Quarter Of Section 18, Township 40 North, Range 14, East Of The Third Principal Meridian, Which Survey Is Attached As Exhibit "B" To The Declaration Of Condominium Recorded May 17, 1999 As Document Number 99475729 And As Amended From Time To Time In Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
AG	14-18-223-033-1001	4445 N PAULINA ST AG CHICAGO, IL. 60640
A1	14-18-223-033-1002	4445 N PAULINA ST A1 CHICAGO, IL. 60640
A2	14-18-223-033-1003	4445 N PAULINA ST A2 CHICAGO, IL. 60640
A3	14-18-223-033-1004	4445 N PAULINA ST A3 CHICAGO, IL. 60640
BG	14-18-223-033-1005	4445 N PAULINA ST BG CHICAGO, IL. 60640
B1	14-18-223-033-1006	4445 N PAULINA ST B1 CHICAGO, IL. 60640
B2	14-18-223-033-1007	4445 N PAULINA ST B2 CHICAGO, IL. 60640
B3	14-18-223-033-1008	4445 N PAULINA ST B3 CHICAGO, IL. 60640
C1	14-18-223-033-1009	4445 N PAULINA ST C1 CHICAGO, IL. 60640
C2	14-18-223-033-1010	4445 N PAULINA ST C2 CHICAGO, IL. 60640
C3	14-18-223-033-1011	4445 N PAULINA ST C3 CHICAGO, IL. 60640
D1	14-18-223-033-1012	4445 N PAULINA ST D1 CHICAGO, IL. 60640
D2	14-18-223-033-1013	4445 N PAULINA ST D2 CHICAGO, IL. 60640
D3	14-18-223-033-1014	4445 N PAULINA ST D3 CHICAGO, IL. 60640
E1	14-18-223-033-1015	4445 N PAULINA ST E1 CHICAGO, IL. 60640
E2	14-18-223-033-1016	4445 N PAULINA ST E2 CHICAGO, IL. 60640
E3	14-18-223-033-1017	4445 N PAULINA ST E3 CHICAGO, IL. 60640

**UNOFFICIAL COPY****EXHIBIT B****CERTIFICATION AS TO UNIT OWNER APPROVAL**

I, Debra A. Moran, do hereby certify that I am the duly elected and qualified Secretary for the 4445 N. Paulina Place Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the 4445 N. Paulina Place Condominium Association, was duly approved by sixty-seven (67%) percent of the Owners, in accordance with the provisions of Article XV, Section 15.08 of the Declaration.

Debra A. Moran  
Secretary

Dated at Chicago, Illinois this  
19<sup>th</sup> day of May, 20 14.



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## EXHIBIT C

### AFFIDAVIT AS TO MORTGAGEE NOTIFICATION AND APPROVAL

I, Debra A. Moran, do hereby certify that I am the duly elected and qualified Secretary for the 4445 N. Paulina Place Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the 4445 N. Paulina Place Condominium Association was mailed to all mortgagees having bona fide liens of records, and the First Mortgagees of the individual Units representing at least fifty-one percent (51%) of the votes in the Association have given prior written approval.

Debra A. Moran

Secretary

Dated at Chicago, Illinois this

19<sup>th</sup> day of May, 2014.

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## EXHIBIT D

### CONSENT OF ELIGIBLE MORTGAGEE

The undersigned, an Eligible Mortgagee as defined in the Declaration for the 4445 N. Paulina Place Condominium Association, hereby votes on the Amendment to the Declaration:

I/WE APPROVE THE AMENDMENT.

I/WE DO NOT APPROVE THE AMENDMENT.

Signed by:

Title:

Name and Address of Mortgagee (Lender):

MERS as nominee for HSBC Mortgage Corp.  
2929 Wablen Avenue  
Depew, NY 14043

Acct # 2019823703

Holder of mortgage on (Property Address):

Sam Kaune # D2 @ 4445 N. Paulina  
Chicago, Illinois

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

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## CONSENT OF MORTGAGE

Wells Fargo Bank, N.A. S/B/M to Wells Fargo Home Mortgage, Inc. (Mortgagee), Who is the holder of a Mortgage and Security Agreement date as of June 27, 2003 (date) and recorded in the Office of the Register of Deeds of Cook County, Illinois on July 15, 2003 (date) as Document No. 0319633273 encumbering Unit C2 in the 4445 N. Paulina Place Condominium, Hereby consents to the recording of the within Agreement and agrees that its lien shall be subject to the provisions of such, Agreement, provided that its lien shall be a First Mortgage with respect to Unit C2 in the 4445 N. Paulina Place Condominium.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed on July 15, 2014.

Wells Fargo Bank, N.A. S/B/M to Wells Fargo Home Mortgage, Inc.

*Laura E. Valentine*  
By: Laura E. Valentine  
Its: Vice President

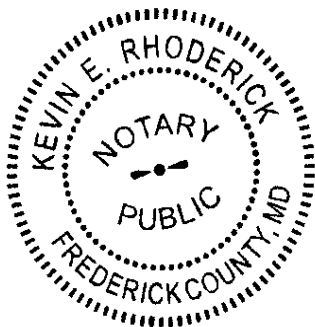
STATE of Maryland

COUNTY of Frederick

BEFORE ME, the undersigned authority, on this day personally appeared Laura E. Valentine of Wells Fargo Bank, N.A. S/B/M to Wells Fargo Home Mortgage, Inc., known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of the said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15 day of July 2014.

*Kevin E. Rhoderick*  
Notary Public  
Kevin E. Rhoderick  
My commission expires: January 17, 2017



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## CONSENT OF MORTGAGE

Mortgage Electronic Registration Systems, Inc. (MERS, Inc.) (Mortgagee), Who is the holder of a Mortgage and Security Agreement date as of August 22, 2013 (date) and recorded in the Office of the Register of Deeds of Cook County, Illinois on September 23, 2013 (date) as Document No. 1326626030 encumbering Unit C1 in 4445 N. Paulina Place Condominium, Hereby consents to the recording of the within Agreement and agrees that its lien shall be subject to the provisions of such, Agreement, provided that its lien shall be a First Mortgage with respect to Unit C1 in 4445 N. Paulina Place Condominium.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed on July 15, 2014.

Mortgage Electronic Registration Systems, Inc. (MERS, Inc.)

*Laura E. Valentine*  
By: Laura E. Valentine  
Its: Vice President

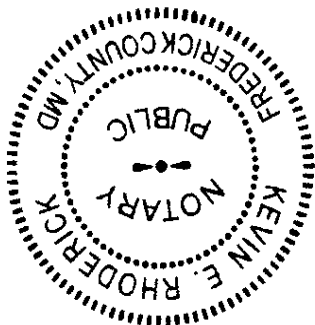
STATE of Maryland

COUNTY of Frederick

BEFORE ME, the undersigned authority, on this day personally appeared Laura E. Valentine of Mortgage Electronic Registration Systems, Inc. (MERS, Inc.), known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of the said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15 day of July, 2014.

*Kevin E. Rhoderick*  
Notary Public  
Kevin E. Rhoderick  
My commission expires: January 17, 2017



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7.691

## 4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the 4445 N. Paulina Place Condominium Association:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER:

William J. Wimp (signature)

William J. Wimp (print name)

DATE: May 19, 2014

Property Address: 4445 N. Paulina St. A3  
Chicago, Illinois

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

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

Loan No. \_\_\_\_\_

\*\*\* This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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7.364

**PROXY/BALLOT FOR****4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION**MEETING OF May 19, 2014

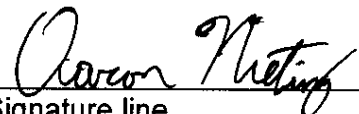
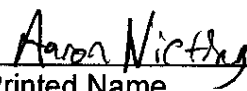
I, (print name) Aaron Nieting, owner of the Unit listed below at the 4445 N. Paulina Place Condominium Association, do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held May 19, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I approve of the Amendment.
- I do not approve of the Amendment.

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

IN WITNESS WHEREOF, I have executed this proxy on the 17 day of May, 2014.

 Signature line	Name and Address of Mortgage Lender (if any): <u>Randpoint</u>
 Printed Name	Acct. No.

Property Address: 4445 N Paulina St Unit # A2  
 Chicago, Illinois

Percentage of Ownership: \_\_\_\_\_ %

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4.756

## PROXY/BALLOT FOR

### 4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION

MEETING OF May 19, 2014


I, (print name) Brendan Moran, owner of the Unit listed below at the 4445 N. Paulina Place Condominium Association, do hereby constitute and appoint Debra Moran, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held May 19, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I approve of the Amendment.
- I do not approve of the Amendment.

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

IN WITNESS WHEREOF, I have executed this proxy on the 19<sup>th</sup> day of May, 2014.

 Signature line <u>Brendan Moran</u> Printed Name	Name and Address of Mortgage Lender (if any):   Acct. No.
---	--

Property Address: 4445 N. Paulina Street Unit # C2  
Chicago, Illinois

Percentage of Ownership: \_\_\_\_\_ %

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4.564

**PROXY/BALLOT FOR****4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION**MEETING OF May 19, 2014

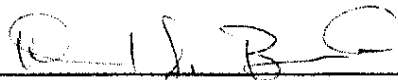
I, (print name) David Bennett, owner of the Unit listed below at the 4445 N. Paulina Place Condominium Association, do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held May 19, 2014 unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I approve of the Amendment.
- I do not approve of the Amendment.

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

IN WITNESS WHEREOF, I have executed this proxy on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

	Name and Address of Mortgage Lender (if any):
Signature line	
Printed Name	Acct. No.

Property Address: 4445 N. Paulina St. Unit # C1  
Chicago, Illinois 60640

Percentage of Ownership: \_\_\_\_\_ %



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4.202

## PROXY/BALLOT FOR

4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION

MEETING OF MAY 19, 2014

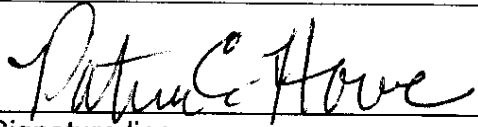
I, (print name) PATRICIA E. HOWE, owner of the Unit listed below at the 4445 N. Paulina Place Condominium Association, do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MAY 19, 2014 unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I approve of the Amendment.
- I do not approve of the Amendment.

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

IN WITNESS WHEREOF, I have executed this proxy on the 19<sup>TH</sup> day of MAY, 2014

	Name and Address of Mortgage Lender (if any):
Printed Name <u>PATRICIA E. HOWE</u>	<u>ASTORIA FEDERAL SAVINGS</u> <u>1 CORPORATE DR., LAKE ZURICH, IL</u> Acct. No. <u>5098098592</u>

Property Address: 4445 N. PAULINA Unit # B G  
Chicago, Illinois

Percentage of Ownership: \_\_\_\_\_ %

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5.540

**PROXY/BALLOT FOR****4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION**MEETING OF May 19, 2014

I, (print name) Helel McCormack, owner of the Unit listed below at the 4445 N. Paulina Place Condominium Association, do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held May 19, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I approve of the Amendment.
- I do not approve of the Amendment.

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

IN WITNESS WHEREOF, I have executed this proxy on the 14 day of May, 2014

<p><u>Helel McCormack</u> Signature line</p> <p><u>Helel McCormack</u> Printed Name</p>	<p>Name and Address of Mortgage Lender (if any): <u>Citi bank</u></p> <p>Acct. No.</p>
---	--

Property Address: 4445 N Paulina Unit # E3  
Chicago, Illinois

Percentage of Ownership: \_\_\_\_\_ %

# UNOFFICIAL COPY

5.017

## PROXY/BALLOT FOR

### 4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION

MEETING OF May 19, 2014

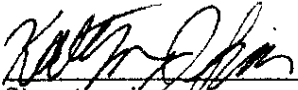
I, (print name) Kathryn Spica, owner of the Unit listed below at the 4445 N. Paulina Place Condominium Association, do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held May 19, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I approve of the Amendment.
- I do not approve of the Amendment.

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

IN WITNESS WHEREOF, I have executed this proxy on the 19 day of May, 2014.

 Signature line <u>Kathryn Spica</u> Printed Name	Name and Address of Mortgage Lender (if any): <u>Nationstar</u> <u>PO Box 650783, Dallas, TX 75265</u>
	Acct. No. <u>0613324045</u>

Property Address: 4445 N. Paulina St. Unit # C3  
Chicago, Illinois

Percentage of Ownership: \_\_\_\_\_ %

May 19 14 04:08p

# UNOFFICIAL COPY

p. 1

6.843

## PROXY/BALLOT FOR

### 4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION

MEETING OF May 19, 2014

I, (print name) Tim & Sarah Myers, owner of the Unit listed below at the 4445 N. Paulina Place Condominium Association, do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held May 19, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I approve of the Amendment.
- I do not approve of the Amendment.

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

IN WITNESS WHEREOF, I have executed this proxy on the 19<sup>th</sup> day of May, 2014.

<u>Sarah Myers Timothy Myers</u> Signature line	Name and Address of Mortgage Lender (if any): <u>N/A</u>
<u>Sarah Myers Timothy Myers</u> Printed Name	Acct. No.

Property Address: 4445 N. Paulina Unit # 1B  
Chicago, Illinois

Percentage of Ownership: 6.843 %

# UNOFFICIAL COPY

7.039

## 4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the 4445 N. Paulina Place Condominium Association:

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

OWNER:

Thomas M Grant (signature)

Thomas M Grant (print name)

DATE: 5/19, 2014

Property Address: 4445 N Paulina A1  
Chicago, Illinois 60640

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

Loan No. \_\_\_\_\_

\*\*\* This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

# UNOFFICIAL COPY

7.495

## 4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the 4445 N. Paulina Place Condominium Association:

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

OWNER:

 \_\_\_\_\_ (signature)  
 \_\_\_\_\_ (print name)

DATE: May 19, 2014

Property Address: 4445 N. PAULINA ST #B3  
Chicago, Illinois

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

Loan No. \_\_\_\_\_

\*\*\* This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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## 4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the 4445 N. Paulina Place Condominium Association:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER:

[Signature] (signature)

SAMUEL KAUNE (print name)

DATE: 5/19/09, 2009

Property Address: 4445 N PAULINA #D2  
Chicago, Illinois

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

HSBC  
(NO CHANGE FROM PRIOR)

Loan No. \_\_\_\_\_

\*\*\* This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

# UNOFFICIAL COPY

1077

## PROXY/BALLOT FOR

### 4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION

MEETING OF May 19th, 2014

I, (print name) Jennifer + Chad Lutter, owner of the Unit listed below at the 4445 N. Paulina Place Condominium Association, do hereby constitute and appoint Tom + Board, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held May 19th, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.


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

I approve of the Amendment.

I do not approve of the Amendment.

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

IN WITNESS WHEREOF, I have executed this proxy on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

	Name and Address of Mortgage Lender (if any):
Signature line	<u>Round Point Mortgage</u>
Printed Name	<u>Servicing Company</u>
	Acct. No. <u>1001488335</u>

Property Address: 4445 N Paulina Unit # B2  
Chicago, Illinois

Percentage of Ownership: 100 %



**UNOFFICIAL COPY****PROXY/BALLOT FOR****4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION**MEETING OF MAY 19, 2014


I, (print name) TIM & SARAH MYERS, owner of the Unit listed below at the 4445 N. Paulina Place Condominium Association, do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held May 19, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I approve of the Amendment.
- I do not approve of the Amendment.

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

IN WITNESS WHEREOF, I have executed this proxy on the 13<sup>th</sup> day of May, 2014.

	Name and Address of Mortgage Lender (if any): - NA -
Signature line  <u>TIMOTHY MYERS SARAH MYERS</u> Printed Name	Acct. No.

Property Address: 4445 N Paulina Unit # 1B  
Chicago, Illinois

Percentage of Ownership: 6.843 %

**UNOFFICIAL COPY****PROXY/BALLOT FOR****4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION**MEETING OF 5/19, 2014

I, (print name) Patricia Curran, owner of the Unit listed below at the 4445 N. Paulina Place Condominium Association, do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held 5/19, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I approve of the Amendment.
- I do not approve of the Amendment.

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

IN WITNESS WHEREOF, I have executed this proxy on the 30 day of April, 2014

<u>Patricia Curran</u> Signature line	Name and Address of Mortgage Lender (if any): <u>Nationstar</u>
<u>Patricia Curran</u> Printed Name	<u>350 Highland Dr, Lewisville TX 75067</u>
	Acct. No. <u>0597767417</u>

Property Address: 4445 N. Paulina Unit # D1  
Chicago, Illinois

Percentage of Ownership: \_\_\_\_\_ %

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## 4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the 4445 N. Paulina Place Condominium Association:

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

OWNER:

B. P. Barrett (signature)  
Benjamin P. Barrett (print name)

DATE: 5-19, 2014

Property Address: 4445 N Paulina St, #21  
Chicago, Illinois 60640

Name and Address of Mortgage Lender (if any):\*\*\*  
Caliber Home Loans

Loan No. \_\_\_\_\_

\*\*\* This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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## 4445 N. PAULINA PLACE CONDOMINIUM ASSOCIATION


### BALLOT

Regarding the proposed Amendment to the Declaration for the 4445 N. Paulina Place Condominium Association:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER:

 (signature)

Kristian P. Nitson (print name)

DATE: May 19<sup>th</sup>, 2017

Property Address: 4445 N. Paulina St. Apt #D3, Chicago IL, 60641  
Chicago, Illinois

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

N/A

Loan No. N/A

\*\*\* This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.