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Cook County Recorder of Deeds
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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS, AND COVENANTS FOR HAMILTON COURT CONDOMINIUMS

This document prepared by and after
recording to be returned to:

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR HAMILTON COURT CONDOMINIUMS

WITNESSETH:

WHEREAS, the Association and its owners are the record owners of a certain parcel of real estate in the County of Cook, State of Illinois legally described as:

The West 337.66 Feet (measured on the South line) except the West 40 Feet of the South 20 Feet of that part of the North 1/2 of the southwest 1/4 of Fractional Section 10, Township 41 North, Range 12 East of the Third Principal meridian, lying Southerly of the Southerly Right of Way Line of the Public Service Company of Northern Illinois, and East of the East Line of Timberlane Acres Subdivision, as per plat thereof, recorded on May 3rd, 1956, as Document Number 16569156, in Book 468 of Plats, on Page 41, in Cook County, Illinois.

Also an easement for ingress and egress as set forth on Exhibit H of the Original Declaration.

WHEREAS, the Association has been created to provide for the preservation of the values and the harmonious, beneficial and proper use of the Property, with respect to which a Declaration of Condominium Ownership was recorded in the Office of the Recorder of Deeds of Cook County on October 10, 1979 as Document No. 25183472 ("Original Declaration"); and

WHEREAS, the Original Declaration submitted the above-described real estate together with all buildings, structures, improvements and other permanent fixtures of whatever kind thereon, and all, rights and privileges belonging or in any way pertaining thereto the provisions of the Condominium Property Act of the State of Illinois; and

WHEREAS the Association was established for the mutual benefit of all current and future owners or occupants of the Property, as described below, or any part thereof, and intends that all such future owners, occupants, mortgagees, and any other person hereinafter acquiring any interest in said Property shall hold said interest subject to, certain rights, easements and privileges in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspects of residence on the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

WHEREAS, no less than two-thirds (2/3) of the Board has approved this Amended and Restated Declaration at a meeting held on April 19, 2016, pursuant to Section 27(b) of the Illinois Condominium Property Act (as defined below). Further, there are certain discretionary changes in this Declaration which have been approved by no less than 3/4th of the

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owners, pursuant to Section 5(b) of the Original Declaration. Finally, a copy of the Amended and Restated Declaration has been mailed by certified mail too all lien holders of record; and

NOW, THEREFORE, the Association and its Owners, as the legal title holders of the real estate hereinbefore described, and for the purposes above set forth, declare as follows:

ARTICLE 1

DEFINITIONS

As used herein, unless the context otherwise requires:

- (a) "Act" means the "Condominium Property Act" of the State of Illinois, as amended from time to time.
- (b) "Association" or "Unit Owner's Association" means the Hamilton Court Condominium Association, an Illinois not-for-profit corporation.
- (c) "Board" means the Board of Directors of the Hamilton Court Condominium Association.
- (d) "By-Laws" means the By-Laws of the Hamilton Court Condominium Association.
- (e) "Declaration" means this Amended and Restated Declaration, and as such Declaration may be amended from time to time.
- (f) "Parcel" means the parcel or tract of real estate described above in this Declaration, submitted to the provisions of the Act.
- (g) "Property" or "Development Parcel" means all the land, property and space comprising the Parcel, and all improvements and structures now or hereafter erected, constructed or contained thereon or therein, including the buildings and all easements, rights, and appurtenances now or hereafter belonging thereto, and all furnishings, fixtures and equipment thereon or therein now or hereafter intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.
- (h) "Unit" means a part of the Property designed and intended for any type of independent use.
- (i) "Common Elements" means all portions of the Property except the Units, including limited common elements unless otherwise specified.

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- (j) "Limited Common Elements" means a portion of the Common Elements so designated in the declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units.
- (k) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (l) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- (l) "Majority" or "majority of the Unit Owners" means the owners of more than fifty percent (50 %) in the aggregate in interest of the undivided ownership of the Common Elements. Any specific percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specific percentage of the entire undivided ownership of the Common Elements.
- (m) "Plat" means the plats of survey of the Parcel, including any Additional Parcel submitted to the Act and of all Units in the Property submitted to the provisions of the Act, consisting of a three dimensional horizontal and vertical delineation of all such Units and showing the measurements, elevations, locations and other data required by the Act, such Plat being attached hereto as Exhibit A to the Original Declaration, as amended, and by this reference only made a part hereof.
- (n) "Record" or "recording" or "filed" or "filing" refers to the record in the Office of the Recorder of Deeds of Cook County, Illinois.
- (o) "Building" means all structures, attached or unattached, containing one or more units.
- (p) "Occupant" means a person or persons in possession of a Unit, regardless of wherever said person is a Unit Owner.
- (q) "Condominium Instruments" means all documents and authorized amendments thereto recorded and filed pursuant to the provisions of the act, including the Declaration, By-Laws and Plat.
- (r) "Common Expenses" means the proposed or actual expenses affecting the property, including reserves lawfully assessed by the Board of Directors of the Hamilton Court Condominium Association.
- (s) "Reserves" means those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the condominium instruments.
- (t) "Voting Member" means the person entitled to exercise all voting power in respect to each unit ownership.

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ARTICLE 2

SUBMISSION OF PROPERTY TO THE ACT

The Parcel, together with all improvements and structures now or hereafter erected, constructed or contained thereon or therein, and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment thereon or therein now or hereafter intended for the mutual use, benefit or enjoyment of the Unit Owners, expressly intends mutual use, benefit or enjoyment of the Unit Owners, by the recording of the Original Declaration submitted said Parcel and said improvements, structures, easements, rights, appurtenances, furniture, furnishings, fixtures and equipment to the provisions of the Condominium Property Act of the State of Illinois.

ARTICLE 3

PLAT

The Plat set forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) every Building and each floor thereof; and (3) each Unit in every Building and said Unit's horizontal and vertical dimensions. It is incorporated herein by reference only.

ARTICLE 4

UNITS

(a) In General. The legal description of each Unit shall consist of the identifying number or symbol for such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument referring to a Unit shall legally describe said Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivided or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat. It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth and identified as a Unit on the Plat.

(b) Certain Structures Not Constituting Part of a Unit. No structural components of the building, and no pipes, wires, conduits, public utility lines, ducts, flues and shafts situated within

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a unit and forming part of any system serving one or more other units, nor the common elements, shall be deemed a part of a Unit.

(c) Description of Units. The Units shall be described as indicated on the Plat by this reference made a part hereof.

ARTICLE 5

ASSOCIATION OF UNIT OWNERS AND ADMINISTRATION AND OPERATION OF THE PROPERTY

(a) The Association. An Illinois not-for-profit corporation has been formed, named "Hamilton Court Condominium Association", which shall be the governing body for all of the Unit Owners, for the purpose of maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and By-Laws. The By-Laws of the Association shall be the Amended and Restated By-Laws attached to this Declaration as Exhibit C and by this reference made a part hereof. The Board of Directors of the Association shall constitute the board of managers provided for in the Act. The fiscal year of the Association shall be determined by the Board of Directors and may be changed from time to time as said Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the sole use and benefit of Unit Owners in accordance with the provisions of the Declaration and By-Laws. Each Unit Owner shall automatically become a member of the Association upon becoming a Unit Owner and shall remain a member of the Association so long as he shall be a Unit Owner. A Unit Owner's membership in the Association shall automatically terminate when he ceases to be a Unit Owner. Upon the transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be one hundred (100) and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the common elements, as set forth in Exhibit B hereto, as said Exhibit may be amended from time to time.

(b) Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board. The cost of such services shall be a common expense.

(c) Indemnity. The Directors, Board and Officers of the Association, shall not be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Directors, Board or Officers, except for any acts or omissions found by a

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court to constitute gross negligence, willful misconduct or fraud. The Association shall indemnify and hold harmless each of the directors and officers, or Board, their heirs, executors or administrators, successors and assigns in accordance with the provisions of the By-Laws.

(d) Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property or any questions of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

ARTICLE 6

COMMON ELEMENTS

(a) Description. Except as otherwise in this Declaration, 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 outdoor lighting system, all outdoor landscaping, parking areas, walkways, roadways, and driveways, basement foundations, walls, roofs, pipes, ducts, electrical wiring and conduits of any Building (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of any Building, any hallways, stairway, entrances and exits within a Building in which Units are located, and any and all other portions of the Property. Structural columns located within the boundary of a Unit shall be part of the Common Elements.

(b) Limited Common Elements. Except as otherwise in this Declaration, the Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular unit. Without limiting the generality of the foregoing, the Limited Common Elements shall include the following:

- (i) the heating and air conditioning system
- (ii) any patio or balcony structure
- (iii) any storage area
- (iv) any parking space assigned to a specific Unit or Units
- (v) such portions of an perimeter walls, floors, ceilings, doors, vestibules, windows and entryways, and all associated fixture and structures therein as lie outside the Unit boundary.

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(c) Assignment of Limited Common Elements. Parking and storage spaces have been assigned in accordance with Article 9 of this Declaration.

(d) Transfer of Limited Common Elements. The use of the Limited Common elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the Condominium instruments and the provisions of the Declaration. Each transfer shall be made by an amendment to the Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Unit Owners who have any right to use the Limited Common Elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Directors. The amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective share, the Board of Directors shall determine such reapportionment. No transfer shall become effective until the amendment has been recorded.

Rights and Obligations in respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirement of this Section.

ARTICLE 7

OWNERSHIP OF THE COMMON ELEMENTS

Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit B and by this reference meet a part hereof, as though fully set forth herein, as said Exhibit B may be amended from time to time. The percentages of ownership interest set forth in Exhibit B are computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded amendment to this Declaration. Said ownership interest in the Common Elements shall be an undivided interest and the Common Element, shall be owned by the Unit Owners as tenants in Common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit or said legal description may not specifically refer to the undivided percentage of ownership in the Common Elements corresponding to said Unit.

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ARTICLE 8

RIGHTS AND EASEMENTS IN THE COMMON ELEMENTS

- (a) Right to Use the Common Elements. Each Unit Owner shall have the right to use the Common Elements (subject to any leases, concessions or easements made by or assigned to the Association), except the Limited Common Elements, in common with all other Unit Owners, as may be required for the purposes of access and ingress to, egress from and use occupancy and enjoyment of the Unit owned by such Unit Owner. A group of Unit Owners shall have the right to the exclusive use and possession of any Limited Common Element serving their Units alone. Such rights to use the Common Elements and to the exclusive use and possession of the Limited Common Elements shall extend not only to each Unit Owner but also to his agents, servants, tenants, family members, invitees and licensees. However, said rights to use the Limited Common Elements, shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws and the rules and regulations of the Association.
- (b) Blanket Easement in favor of the Association. The Association, and the Board on behalf of the Association, shall have the authority to lease, grant concessions or grant easements with respect to parts or the Common Elements, subject to the provisions of this Declaration and the By-Laws, including, without limitation, any parking area or storage area. All revenues derived by the Association from such easements, leases or concessions or from other sources shall be held by the Association and used for the sole benefit of the Unit Owners, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.
- (c) Blanket Utility Easements. The rights of the Unit Owners to use and possess the Common Elements as set forth in subparagraph 8(a) hereof shall be subject to a blanket easement over the Common Elements in favor of Central Telephone Company, Commonwealth Edison Company, and all other public utilities serving the Property, granting such utilities the right to lay, construct, renew, operate and maintain conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment including housings for such equipment, into, over, under, along, and through the Common Elements for the purpose of providing utility services of ingress to and egress from the Property for such purposes, and granting further such utilities the right to install, lay, operate, conduits, cables, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property, over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

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ARTICLE 9

PARKING AND STORAGE AREAS

- (a) The exclusive privilege to use one parking space for the parking of automobiles and one storage space was assigned by the original developer and shall run with the Land. Any assignment of parking and storage spaces to a Unit Owner shall not be changed without the express written consent of the Board, and the parking and storage spaces shall be a privilege running with each respective Unit Ownership. Each unit, owner shall be allowed one additional unassigned parking space in the guest parking areas.
- (b) There shall be maintained a list of all parking and storage spaces the use of which have been assigned to Unit Owners as aforesaid.
- (c) All parking and storage spaces, the use of which have not been assigned pursuant to subparagraph (b) hereinabove, may be used for any purpose, for such periods of time, by such persons, and upon the payment of such charges, as the Board from time to time determines.

ARTICLE 10

BALCONIES AND PATIOS

Any balcony structure or patio contiguous to and serving exclusively a single Unit or adjoining Units shall be a limited Common Element serving said Unit or Units, subject to such rules and regulations as the Board may prescribe. The cost of maintenance, repair and replacement of said balcony structure or patio may be assessed in whole or in part to Unit Owners benefited thereby, and further, at the discretion of the Board, the Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs and replacements, to pay the cost thereof with the funds of the Unit Owners, and to procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanics' or material men's liens or claims that may arise therefrom.

ARTICLE 11

HEATING AND COOLING UNITS

The heating and cooling equipment serving any Unit (except for the heating and cooling equipment which is installed by a Unit Owner), including, without limitation, wiring, electrical

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elements and ducts related thereto located in any wall, ceiling or floor of said Unit, shall be a Limited Common Element serving said Unit, subject to such rules and regulations as the Board may prescribe. Any such heating and cooling equipment installed by a Unit Owner, including, without limitation, wiring, electrical elements and ducts related thereto located in any wall, ceiling or floor of a Unit, shall be the property of the Unit Owner, so installing said equipment. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to, replacements of and additions of the heating and cooling equipment serving his Unit, regardless of whether such equipment is a Limited Common Element or the property of the Unit Owner, and, at the discretion of the Board, the Board may direct such Unit Owner, in the name and for the account of such Unit Owner, to arrange for such maintenance, repairs and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanics' or material men's liens or claims that may arise therefrom.

ARTICLE 12

COMMON EXPENSES

Each Unit Owner shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws (which expenses are herein sometimes referred to as "actual expenses"), including, but not limited to, the maintenance and repair thereof and any and all replacements and additions thereto. Such proportionate share of the common expenses for each Unit Owner shall be in accordance with his percentage of ownership in the Common Elements. Payment of common expenses, including any prepayment thereof required by contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No Unit Owner shall be exempt from payment of his proportionate share of the common expenses by waiver or non-use or enjoyment of the Common or Limited Common Elements or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest thereon at the maximum legal rate per annum after said common expenses become due and payable, shall constitute a lien on the interest of such Unit Owner except as otherwise provided in Article III, Section 8 of the By-Laws. In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any

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unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

ARTICLE 13

MORTGAGES

(a) Each Unit Owner shall have the right, subject to provisions herein, to make separate mortgages for his respective Unit together with his respective ownership interest in the Common Elements.

The prior written approval of each mortgagee will be required for:

- (1) The abandonment or termination of the Property, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; and
 - (2) Any material amendment to the Declaration or to the By-Laws of the Association, including but not limited to any amendment which would change the percentage interest of the Unit Owners in the Property.
- (b) Each mortgagee, upon written request, shall be entitled to: (1) inspect the books and records of the Association during normal business hours; (2) receive an annual audited financial statement of the Association within 90 days following the end of any fiscal year of the Association; (3) written notice of all meetings of the Association and shall be permitted to designate a representative to attend all such meetings; and (4) timely written notice in the event of (a) substantial damage to or destruction of any Unit or the Common Elements or (b) institution of any condemnation or eminent domain proceeding with respect to any Unit, the Common Elements or any substantial portion thereof.
- (c) No unit owner shall have the right or authority to make or create, or cause to be made or created, any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his own Unit, the respective percentage interest in the Common Elements corresponding thereto, and any easement appurtenant to the interest therein.

ARTICLE 14

SEPARATE REAL ESTATE TAXES

Real estate taxes shall be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such

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taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage or ownership interest in the Common Elements during the years for which the taxes are being paid and, in such event, said taxes shall be a common expense.

ARTICLE 15

INSURANCE

The Board shall maintain the following insurance:

- (a) **Property Insurance.** (1) on the common elements and the units, including the limited common elements and except as otherwise determined by the Board, the bare walls, floors and ceilings of the unit; (2) providing coverage for special form causes of loss, and; (3) in a total amount of 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.
- (b) **General Liability Insurance.** Commercial general liability insurance against claims and liabilities arising in connection with the Ownership, existence, use or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the Managing Agent (if any), and their respective employees and agents and all persons acting as agents. The Owners must be included as additional insured parties, but only for claims and liabilities arising in connection with the Ownership, existence, use or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.
- (c) **Fidelity Bond; Directors' And Officers' Coverage.**
- (1) The Association must 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.
- (2) The Board must obtain Directors' and Officers' liability coverage at a level deemed reasonable by the Board. 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 the Declaration and Bylaws.

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(d) **Contiguous Units; Improvements And Betterments.** The insurance maintained by the Association must include the Units, the Limited Common Elements except as otherwise determined by the Board and the Common Elements. The insurance need not cover improvements and betterments to the units installed by Owners; but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected.

Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall and ceiling coverings. "Improvements and betterments" means all decorating, fixtures and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets installed by Owners.

(e) **Deductibles.** The Board may, in the case of a claim for damage to a Unit or the Common Elements, (1) pay the deductible amount as a common expense; (2) after notice and an opportunity for a hearing, assess the deductible amount against the Owners who caused the damage or from whose Units the damage or cause of loss originated; or (3) require the Owners of the Units affected to pay the deductible amount.

(f) **Insured Parties; Waiver Of Subrogation.** Insurance policies carried pursuant to subsections (a) and (b) must include each of the following provisions.

(1) Each Owner and secured party is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.

(2) The insurer waives its right to subrogation under the policy against any Owner of the Association or members of the Owner's household and against the Association and members of the Board of Directors.

(3) The Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

(g) **Primary Insurance.** If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy shall be the primary insurance.

(h) **Adjustment Of Losses; Distribution Of Proceeds.** Any loss covered by the property policy must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for

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Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings and floors of the Units, and then to any improvements and betterments the Association may insure. Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as Trustee.

- (i) **Certificates Of Insurance.** Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000.00 per year must provide certificates of insurance naming the Association, the Board and the managing agent (if any) as additional insured parties.
- (j) **Settlement Of Claims.** Any insurer defending a liability claim against the Association must notify the Association of the terms of the settlement no less than ten (10) days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.
- (k) In the event of any loss in excess of \$50,000.00 in the aggregate, at the Board's discretion or request of any Unit Owner, the Board shall solicit bids from reputable contractors.

Payment by an insurance company to the Board or to such corporate trustee or agent of the proceeds of the proceeds of any policy, and the receipt of release from the Board or such corporate trustee or agent of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust or agency agreement under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

- (l) **Appraisal.** The full, insurable replacement cost of the property, including the units and Common Elements shall be determined from time to time (but not less frequently than once in any twelvemonth period) by the Board. The Board shall, have the authority to obtain an appraisal by a reputable appraisal company as selected by the Board. The cost of such appraisal shall be a common expense.
- (m) **Workmen's Compensation and Other Insurance.** The Board of Directors shall acquire, as a common expense, workmen's compensation insurance as may be necessary to comply, with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain, including, but not limited to insurance for the Association, its officers and manager against liability from good faith actions allegedly beyond the scope of their authority.
- (n) **Waiver.** Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the

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declarant, the manager and managing agent of the building, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

(o) Notice. The Board shall notify insured persons concerning the Cancellation of insurance obtained pursuant to the terms of this paragraph.

(p) Insurance on Unit Contents. Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and of the Limited Common Elements serving his Unit, as well as his additions and improvements thereto, decorating furnishings and personal property therein, and personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners, as provided, said Unit Owner may, at his option, obtain such additional insurance.

ARTICLE 16

EMINENT DOMAIN

(a) Reallocation of Common Elements and Condemnation Award. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining units on the basis of the percentage of interest of each remaining unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common elements, not necessarily including, the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interest of those entitled to their use.

(b) Cessation of Common Expenses. Upon the withdrawal of any Unit or portion thereof, the responsibility for that payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

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ARTICLE 17

MAINTENANCE, REPAIRS AND REPLACEMENTS

- (a) Each Unit Owner at his own expense, shall furnish and be responsible for all maintenance of repairs to and replacements within his own Unit and, except as otherwise expressly provided herein, the Limited Common Elements. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association and the cost of such maintenance, repairs and replacements shall be part of the common expenses, subject to the By-Laws, rules and regulations of the Association. Notwithstanding the foregoing, at the discretion of the Board, maintenance, repairs and replacements of Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby and further at the discretion of the board, the Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs and replacements, to pay the cost thereof with the funds of the Unit Owner, and, to procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanics' or material men's lien claims that may arise therefrom.
- (b) Whenever the Board shall determine, in its discretion, that maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Property, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Unit Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.
- (c) The Board may cause to be discharged any mechanics' lien in other encumbrance which, in the opinion the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.
- (d) The Board shall administer the reserve funds pursuant to the Declaration, By-Laws and its own rules and regulations.
- (e) If, due to the act or neglect of a Unit Owner, or his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or any maintenance, repair or replacements are required

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which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance.

(f) The authorized representatives of the Association, Board or Managing Agent with approval of the Board shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any Unit or Limited Common Element in the event of any emergency, or in connection with maintenance of, repairs to or replacements within, of or to the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Units, Common Elements or Limited Common Element.

ARTICLE 18

ALTERATIONS, ADDITIONS OR IMPROVEMENTS

No alteration of any Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses the cost of alterations, additions and improvements of any of the Common Elements, as provided in the By-Laws. Any Unit Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

ARTICLE 19

DECORATING

Each Unit Owner at his own expense shall furnish and be responsible for all decorating within his own Unit and Limited Common Elements serving his Unit, as may be required from time to time, including painting, wall papering, window washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Unit and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided and other than Limited Common Elements) and any

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redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association, and the cost of such decorating or redecorating shall be a common expense. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of the Unit Owner of that Unit. The Unit Owner of any Unit or portion thereof which is located above a Unit or portion thereof owned by another Unit Owner shall install and maintain in every room of his Unit, other than the bathrooms, kitchen and utility room thereof, wall-to-wall carpeting of a quality which, in the Board's reasonable judgment, is equal to or better than the carpeting originally installed therein.

ARTICLE 20

ENCROACHMENTS

If any portions of the Common Elements shall actually encroach upon any unit, or if any Unit shall actually encroach upon any portions of the common elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown on the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist. In the event a Unit is or the common elements are partially or totally destroyed, and then rebuilt. Any minor encroachment upon the common elements due to construction shall be permitted and a valid easement for said encroachment and the maintenance thereof shall be deemed to exist for so long as the same shall exist.

ARTICLE 21

SALE, LEASE OR OTHER TRANSFER OF A UNIT

- (a) Sale or Lease. Any Unit Owner who wishes to sell or lease his unit ownership (or any lessee of Any Unit wishing to assign or sublease such Unit) shall give the Board not less than thirty (30) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell, or lease, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address, and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require.
- (b) Gift. Any Unit Owner who wishes to make a gift of his unit ownership or any interest therein to any person shall give to the Board not less than ninety (90) days written notice of his

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or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and such other information concerning the intended donees as the Board may reasonably require.

(c) **Involuntary Sale.** In the event of 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 ownership so sold, give thirty (30) days 'written notice to the Board of his intention so to do.

In the event any Unit Owner shall default in the payment of 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 any other lien provided for in the condominium instruments.

(d) **Miscellaneous.** If a proposed sale, lease, devise, or gift of any unit ownership is made by any Unit Owner, after compliance with the foregoing provisions, the purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such unit ownership as provided in this declaration, and in the case of a lease, said lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations hereunder.

ARTICLE 22

USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS

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

(a) **General Use.** 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 or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall reasonably be determined by the Board.

(b) **Signs and Advertising.** No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Board.

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- (c) **Obstruction of Common Elements and Unit Maintenance.** 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 herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit and its interior surfaces, windows and doors, in good, clean order and repair, and each Unit Owner shall also keep the patio or balcony which he has the exclusive right to use and occupy free and clear of snow, ice and accumulation of water. Such Unit Owner shall also make all repairs to such balcony or patio caused or permitted by his negligence, misuse or neglect. The Board may, but need not, decorate or paint said patios or balconies, or any of them, at the common expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Board.
- (d) **Prohibited Use.** 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 Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the 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.
- (e) **Exterior Attachments.** Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, radio or television antenna (except as exists on the date of the recording hereof) shall be affixed to or placed upon the exterior walls or roof or any part of the Common Elements without the prior consent of the Board.
- (f) **Pets, Etc.** No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance of unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board.
- (g) **Nuisances.** 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 Unit Owners.
- (h) **Common Elements.** 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 otherwise provided herein.
- (i) **Unsightliness.** 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.

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- (j) **Personal Effects.** There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property on any part of the Common Elements without the prior consent of, and subject to any regulations of, the Board.
- (k) **Use of Utility Systems.** No Unit Owner shall overload the electric wiring in any building, or operate any Machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating system or plumbing system, without the prior consent of the Board.
- (l) **Exceptions.** Nothing in this Article 22 shall be construed to prevent or prohibit a Unit Owner from maintaining his professional personal library, or keeping his personal business or professional records or accounts, or handling his personal business or professional telephone calls, or conferring with business or professional associates, or handling his business or professional correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.
- (m) **Satellite dishes and similar devices** may only be installed on the portions of the property within the Owner's exclusive use or control and in accordance with the Association's rules and regulations and FCC regulations.
- (n) **Owners are allowed to display American Flags and Military Flags on their Unit or the Common Elements immediately adjacent to their Unit subject to the Rules and Regulations of the Board and in accordance with the Act and Federal law, so long as size of the Flag is no more than 3'x5'. An American Flag shall be defined as a flag made of fabric, cloth or paper displayed from a staff or flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving material, flora, balloons or any other similar building, landscaping, or decorative component.**
- A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.
- (o) **Until determined by Federal or state legislation, administrative agency or court of law, the Common Elements shall not be subject to the public facility regulations of the Americans With Disabilities Act. In order to conform to the Fair Housing Amendments Act of 1988, any Owner or Resident may make reasonable modification to his Unit or its limited Common Elements, subject to the following:**

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- (1) All requests for modification to a Unit, Common Elements or Limited Common Elements must be in writing.
- (2) The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.
- (3) The Board may establish reasonable guidelines for construction of any addition, improvement or modification.
- (4) All work must be approved by the Board prior to commencing construction.
- (5) The Board may require the Owner or Occupant to return the modification(s) to its original condition at Owner's expense upon sale or transfer of Unit Ownership.
- (6) The Board of Directors shall have the authority to establish a fee for administration and documentation associated with Occupants moving in and out of the premises, including a security deposit for damages to the Common Elements.

ARTICLE 23

REMEDIES

- (a) In General. In the event of any default or violation of the provisions of the Act, Declaration By-Laws or rules and regulations of the Board or Association by any Unit Owner (either by his own conduct or by any other Occupant of his Unit), the Association, or its successors or assigns, or the Board, or its agents, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws, Forcible Entry and Detainer Act, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Unit owner and/or others:
- (i) for enforcement or foreclosure of any lien and the appointment of a receiver for the Unit and ownership interest as such Unit Owner, without notice and without regard to the value of such Unit or the ownership interest or the solvency of such Unit Owner;
 - (ii) for damages;
 - (iii) for injunction or specific performance;
 - (iv) for judgment for payment of money and collection thereof;

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- (v) for the right to take possession of the Unit, rent the Unit and apply the rents received to payment of unpaid assessments and interest accrued thereon;
- (vi) to sell the Unit at a judicial sale, as hereinafter in this Article 23 provided; or
- (vii) for any combination of the above or for any other relief.

All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate of interest per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions, and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property.

(b) Association Self-Help. In the event of any such default or violation by any Unit Owner, the Association, the Board and the Managing Agent, if so authorized by the Board, shall have the authority to correct such default or violation and to do whatever may be necessary for such purpose, and all, expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a first lien for all of the same upon the defaulting Unit Owner's Unit, his ownership interest in the Common Elements, together with any refrigerator, stove, or other appliance or personal property which was sold along with the Unit; except as otherwise provided in Article III, Section 8 of the By-Laws. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board, and the failure of the Association or Board to enforce any of the covenants, conditions or restrictions set forth herein shall not be deemed to be a waiver of said covenants, conditions or restrictions.

(c) Injunctive Relief. In the event of any such default or violation by any Unit Owner, and if such default or violation shall continue for thirty (30) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any one hundred and twenty (120) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to file an action against the defaulting Unit Owner for a judgment or injunction against the Unit Owner or Occupant, requiring the defaulting Unit Owner or Occupant to comply with the provisions of this Declaration, By-Laws and the rules or regulations adopted by the Board and granting other appropriate relief, including money damages.

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(d) **Involuntary Sales.** In the event of any such default or violation by any Unit Owner, the Association and the Board shall have the power to sell the Unit at a judicial sale. The proceeds of any judicial sale shall first be paid to discharge court costs, court reporter charges reasonable attorneys' fees and all other expenses of the proceedings and sale, and all such items shall be taxed Owner against the defaulting Unit Owner in a final judgment. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and to the appurtenant. Ownership interest in the Common Elements and 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. It shall be a condition of any such sale, and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

ARTICLE 24

RECORDS OF THE ASSOCIATION

(a) 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, Bylaws, Plans of survey and all amendments of these;
2. the rules and regulations of the Association, if any;
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 the Board for the immediately preceding seven (7) years;
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 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 during 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.

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(b) Any member of the Association shall have the right to inspect, examine and make copies of the records described in subdivisions (1), (2), (3), (4) and (5) of Section (a) above, 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 of Directors or its authorized agent, stating with particularity the records sought to be examined.

(c) Except as otherwise provided in this Section, any member of an Association shall have the right to inspect, examine and make copies of the records described in subdivisions (6), (7), (8) and (9) of Section (a) above, 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.

(d) The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section shall be charged by the Association to the requesting member. If a member requests copies of records requested under this Section, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting member.

(e) Notwithstanding the provisions of this Section 1 above, unless otherwise directed by court order, the following records are not available for inspection, examination or copying by members:

1. documents relating to appointment, employment, discipline or dismissal of Association employees;
2. documents relating to actions pending against or on behalf of the Association or the Board of Directors in a court or administrative tribunal;
3. documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or the Board of Directors in a court or administrative tribunal;
4. documents relating to common expenses or other charges owed by a member other than the requesting member; and
5. documents provided to the Association in connection with the lease, sale or other transfer of a unit by a member other than the requesting member.

ARTICLE 25

AMENDMENT

(a) The Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by Unit Owners owning not less than three-fourths (3/4) of the total ownership of the Common Elements and acknowledged;

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provided, however, that all mortgagees have been notified by certified mail of such change, modification or rescission, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument.

(b) Any change, modification or rescission of the Declaration shall be effective upon recording of such instrument; provided, however, that no provision in the Declaration may be changed, modified or rescinded so as to conflict with the Provisions of the Act.

ARTICLE 26

NOTICES

(a) To The Association or Board. Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board as follows:

(i) c/o President, Hamilton Court Condominium Association using the mailing address of the President's Unit, or (ii) at such other address as hereinafter provided.

(b) To Unit Owners. Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to Unit Owners using the mailing address of the Unit or at such other address as hereinafter provided. Owners may advise the Association in writing that they consent to the use of electronic delivery for any notices required by their Declaration, the By-Laws, or the Act.

(c) Miscellaneous.

(i) The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice or such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice of such change of address to the Association.

(ii) Notices addressed as above shall be deemed delivered when received by registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or if addressed to a Unit Owner, when deposited in his mailbox in the building or at the door of his unit, or upon the sending by electronic delivery as provided herein or pursuant to the Association's Rules and Regulations.

(iii) Upon written request to the Board in the manner provided herein, the holder of my recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose Unit is subject to such mortgage or trust deed.

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(iv) Upon written consent from the Unit Owner, any notices required under this Declaration or By-Laws may be sent to said Unit Owner via electronic means.

ARTICLE 27

SEVERABILITY

If any provision of the Declaration or By-Laws or any section, sentence, clause, phrase or word, or the application thereto in any circumstances, is held invalid, the validity of the remainder of the Declaration and By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

ARTICLE 28

PERPETUITIES AND RESTRAINTS ON ALIENATION

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the descendants of the incumbent President of the United States, who are living on the date hereof.

ARTICLE 29

RIGHTS AND OBLIGATIONS

Each purchaser under any contract for such deed of conveyance, accepts said deed or contract subject to all restrictions, conditions, covenants, reservation, liens, and charges, and the jurisdiction, rights and powers created or reserved by the Declaration.

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 grantee or purchaser in like manner as though the provision of the Declaration were recited and Stipulated at length in each and every deed of conveyance or contract for conveyance.

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ARTICLE 30

LAND TRUSTEE AS UNIT OWNER

In the event title to any Unit is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings personally 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. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit.

ARTICLE 31

GENERAL PROVISIONS

- (a) Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in the 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.
- (b) Construction. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of operation of a first class condominium.
- (c) Headings. The headings or captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the paragraph or section to which they apply.

ARTICLE 32

SALE OF THE PROPERTY

The Unit Owners through the affirmative vote of voting members having at least three-fourths (3/4) of the total votes, at a meeting duly called for such purpose, may elect to sell the property

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as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any unit ownership entitled to notice under this Declaration. 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 or 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 fair market value of his interest, as determined by arbitration as hereinafter provided, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on the fair market value of such interest, such Unit Owner and the Board shall each select an appraiser, and the two so selected shall select a third, and the fair market value, as determined by said third appraiser, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share shall be a common expense.

ARTICLE 33

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

(a) **Sufficient Insurance.** In the event the improvements forming a part of the property, or any portion thereof, including any units, 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 therefor; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the unit owners shall elect either to sell the property or to withdraw the property from the provisions of this Declaration, and from the provisions of the Act as herein provided, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all unit owners according to each unit owner's percentage of ownership in the common elements as set forth in Exhibit "B", after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.

(b) **Insufficient Insurance.** If the insurance proceeds are insufficient to reconstruct the building and the unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within one hundred and eighty (180) days from the date of

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damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice:

- (i) The property shall be deemed to be owned in common by the unit owners;
 - (ii) The undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements;
 - (iii) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property as provided herein; and
 - (iv) The property shall be subject to an action, for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out the respective shares of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.
- (c) **Insufficient Insurance.** In the case of damage or other destruction in which fewer than one-half (1/2) of the units are rendered uninhabitable upon the affirmative vote of not fewer than three-fourths (3/4) of the unit owners voting at a meeting called for that purpose, the building or other portion of the property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any. Otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting the Board of Managers, or its representative, shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each unit owner.
- (d) **Insufficient Insurance.** In the case of damage or other destruction, upon the affirmative vote of not fewer than three-fourths (3/4) of the unit owners voting at a meeting called for that purpose, any portion of the property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any unit or portion thereof, the percentage of interest in the common elements appurtenant to such unit or portion thereof shall be reallocated among the remaining units on the basis of the percentage of interest of each remaining unit. If only a portion a unit is withdrawn, the percentage of interest appurtenant to that unit shall be reduced accordingly, upon the basis of diminution in market value of the unit, as determined by the Board of Managers. The payment of just compensation or the allocation of any insurance or other proceeds to any withdrawing or remaining unit owner shall be on an equitable basis, which need not be a unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the common elements, not necessarily including the limited common elements, shall be allocated on the basis of each unit owner's percentage interest

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therein. Any proceeds available from the withdrawal of any limited common elements, will be distributed in accordance with the interest of those entitled to their use.

(e) Cessation of Common Expenses. Upon the withdrawal of any unit or portion thereof, the responsibility for the payment of assessments on such unit or portion thereof by the unit owner shall cease.

APPROVED THIS 19th DAY OF April, 2016:

Rafael Johnny Leo Pellego

Andy Baker [Signature]

BEING AT LEAST TWO THIRDS (2/3) OF THE BOARD OF DIRECTORS FOR HAMILTON COURT CONDOMINIUM ASSOCIATION

Clerk of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT "A"****LEGAL DESCRIPTION****HAMILTON COURT CONDOMINIUM ASSOCIATION**

LEGAL DESCRIPTION: UNITS 9370-A TO 9300-F TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN HAMILTON COURT CONDOMINIUMS, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25183472, AS AMENDED FROM TIME TO TIME, IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Unit	Pin	Commonly known as (for informational purposes only)
9370-A	09-10-300-010-1001	9370-A Hamilton Court, Des Plaines, Illinois 60016
9370-B	09-10-300-010-1002	9370-B Hamilton Court, Des Plaines, Illinois 60016
9370-C	09-10-300-010-1003	9370-C Hamilton Court, Des Plaines, Illinois 60016
9370-D	09-10-300-010-1004	9370-D Hamilton Court, Des Plaines, Illinois 60016
9370-E	09-10-300-010-1005	9370-E Hamilton Court, Des Plaines, Illinois 60016
9370-F	09-10-300-010-1006	9370-F Hamilton Court, Des Plaines, Illinois 60016
9360-A	09-10-300-010-1007	9360-A Hamilton Court, Des Plaines, Illinois 60016
9360-B	09-10-300-010-1008	9360-B Hamilton Court, Des Plaines, Illinois 60016
9360-C	09-10-300-010-1009	9360-C Hamilton Court, Des Plaines, Illinois 60016
9360-D	09-10-300-010-1010	9360-D Hamilton Court, Des Plaines, Illinois 60016
9360-E	09-10-300-010-1011	9360-E Hamilton Court, Des Plaines, Illinois 60016
9360-F	09-10-300-010-1012	9360-F Hamilton Court, Des Plaines, Illinois 60016
9375-A	09-10-300-010-1013	9375-A Hamilton Court, Des Plaines, Illinois 60016
9375-B	09-10-300-010-1014	9375-B Hamilton Court, Des Plaines, Illinois 60016
9375-C	09-10-300-010-1015	9375-C Hamilton Court, Des Plaines, Illinois 60016
9375-D	09-10-300-010-1016	9375-D Hamilton Court, Des Plaines, Illinois 60016
9375-E	09-10-300-010-1017	9375-E Hamilton Court, Des Plaines, Illinois 60016
9375-F	09-10-300-010-1018	9375-F Hamilton Court, Des Plaines, Illinois 60016
9365-A	09-10-300-010-1019	9365-A Hamilton Court, Des Plaines, Illinois 60016
9365-B	09-10-300-010-1020	9365-B Hamilton Court, Des Plaines, Illinois 60016
9365-C	09-10-300-010-1021	9365-C Hamilton Court, Des Plaines, Illinois 60016
9365-D	09-10-300-010-1022	9365-D Hamilton Court, Des Plaines, Illinois 60016
9365-E	09-10-300-010-1023	9365-E Hamilton Court, Des Plaines, Illinois 60016
9365-F	09-10-300-010-1024	9365-F Hamilton Court, Des Plaines, Illinois 60016
9350-A	09-10-300-010-1025	9350-A Hamilton Court, Des Plaines, Illinois 60016
9350-B	09-10-300-010-1026	9350-B Hamilton Court, Des Plaines, Illinois 60016
9350-C	09-10-300-010-1027	9350-C Hamilton Court, Des Plaines, Illinois 60016
9350-D	09-10-300-010-1028	9350-D Hamilton Court, Des Plaines, Illinois 60016
9350-E	09-10-300-010-1029	9350-E Hamilton Court, Des Plaines, Illinois 60016

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Unit	Pin	Commonly known as (for informational purposes only)
9350-F	09-10-300-010-1030	9350-F Hamilton Court, Des Plaines, Illinois 60016
9340-A	09-10-300-010-1031	9340-A Hamilton Court, Des Plaines, Illinois 60016
9340-B	09-10-300-010-1032	9340-B Hamilton Court, Des Plaines, Illinois 60016
9340-C	09-10-300-010-1033	9340-C Hamilton Court, Des Plaines, Illinois 60016
9340-D	09-10-300-010-1034	9340-D Hamilton Court, Des Plaines, Illinois 60016
9340-E	09-10-300-010-1035	9340-E Hamilton Court, Des Plaines, Illinois 60016
9340-F	09-10-300-010-1036	9340-F Hamilton Court, Des Plaines, Illinois 60016
9355-A	09-10-300-010-1037	9355-A Hamilton Court, Des Plaines, Illinois 60016
9355-B	09-10-300-010-1038	9355-B Hamilton Court, Des Plaines, Illinois 60016
9355-C	09-10-300-010-1039	9355-C Hamilton Court, Des Plaines, Illinois 60016
9355-D	09-10-300-010-1040	9355-D Hamilton Court, Des Plaines, Illinois 60016
9355-E	09-10-300-010-1041	9355-E Hamilton Court, Des Plaines, Illinois 60016
9355-F	09-10-300-010-1042	9355-F Hamilton Court, Des Plaines, Illinois 60016
9345-A	09-10-300-010-1043	9345-A Hamilton Court, Des Plaines, Illinois 60016
9345-B	09-10-300-010-1044	9345-B Hamilton Court, Des Plaines, Illinois 60016
9345-C	09-10-300-010-1045	9345-C Hamilton Court, Des Plaines, Illinois 60016
9345-D	09-10-300-010-1046	9345-D Hamilton Court, Des Plaines, Illinois 60016
9345-E	09-10-300-010-1047	9345-E Hamilton Court, Des Plaines, Illinois 60016
9345-F	09-10-300-010-1048	9345-F Hamilton Court, Des Plaines, Illinois 60016
9330-A	09-10-300-010-1049	9330-A Hamilton Court, Des Plaines, Illinois 60016
9330-B	09-10-300-010-1050	9330-B Hamilton Court, Des Plaines, Illinois 60016
9330-C	09-10-300-010-1051	9330-C Hamilton Court, Des Plaines, Illinois 60016
9330-D	09-10-300-010-1052	9330-D Hamilton Court, Des Plaines, Illinois 60016
9330-E	09-10-300-010-1053	9330-E Hamilton Court, Des Plaines, Illinois 60016
9330-F	09-10-300-010-1054	9330-F Hamilton Court, Des Plaines, Illinois 60016
9325-A	09-10-300-010-1055	9325-A Hamilton Court, Des Plaines, Illinois 60016
9325-B	09-10-300-010-1056	9325-B Hamilton Court, Des Plaines, Illinois 60016
9325-C	09-10-300-010-1057	9325-C Hamilton Court, Des Plaines, Illinois 60016
9325-D	09-10-300-010-1058	9325-D Hamilton Court, Des Plaines, Illinois 60016
9325-E	09-10-300-010-1059	9325-E Hamilton Court, Des Plaines, Illinois 60016
9325-F	09-10-300-010-1060	9325-F Hamilton Court, Des Plaines, Illinois 60016
9320-A	09-10-300-010-1061	9320-A Hamilton Court, Des Plaines, Illinois 60016
9320-B	09-10-300-010-1062	9320-B Hamilton Court, Des Plaines, Illinois 60016
9320-C	09-10-300-010-1063	9320-C Hamilton Court, Des Plaines, Illinois 60016
9320-D	09-10-300-010-1064	9320-D Hamilton Court, Des Plaines, Illinois 60016
9320-E	09-10-300-010-1065	9320-E Hamilton Court, Des Plaines, Illinois 60016
9320-F	09-10-300-010-1066	9320-F Hamilton Court, Des Plaines, Illinois 60016
9315-A	09-10-300-010-1067	9315-A Hamilton Court, Des Plaines, Illinois 60016
9315-B	09-10-300-010-1068	9315-B Hamilton Court, Des Plaines, Illinois 60016
9315-C	09-10-300-010-1069	9315-C Hamilton Court, Des Plaines, Illinois 60016
9315-D	09-10-300-010-1070	9315-D Hamilton Court, Des Plaines, Illinois 60016
9315-E	09-10-300-010-1071	9315-E Hamilton Court, Des Plaines, Illinois 60016
9315-F	09-10-300-010-1072	9315-F Hamilton Court, Des Plaines, Illinois 60016
9310-A	09-10-300-010-1073	9310-A Hamilton Court, Des Plaines, Illinois 60016
9310-B	09-10-300-010-1074	9310-B Hamilton Court, Des Plaines, Illinois 60016
9310-C	09-10-300-010-1075	9310-C Hamilton Court, Des Plaines, Illinois 60016
9310-D	09-10-300-010-1076	9310-D Hamilton Court, Des Plaines, Illinois 60016

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Unit	Pin	Commonly known as (for informational purposes only)
9310-E	09-10-300-010-1077	9310-E Hamilton Court, Des Plaines, Illinois 60016
9310-F	09-10-300-010-1078	9310-F Hamilton Court, Des Plaines, Illinois 60016
9305-A	09-10-300-010-1079	9305-A Hamilton Court, Des Plaines, Illinois 60016
9305-B	09-10-300-010-1080	9305-B Hamilton Court, Des Plaines, Illinois 60016
9305-C	09-10-300-010-1081	9305-C Hamilton Court, Des Plaines, Illinois 60016
9305-D	09-10-300-010-1082	9305-D Hamilton Court, Des Plaines, Illinois 60016
9305-E	09-10-300-010-1083	9305-E Hamilton Court, Des Plaines, Illinois 60016
9305-F	09-10-300-010-1084	9305-F Hamilton Court, Des Plaines, Illinois 60016
9300-A	09-10-300-010-1085	9300-A Hamilton Court, Des Plaines, Illinois 60016
9300-B	09-10-300-010-1086	9300-B Hamilton Court, Des Plaines, Illinois 60016
9300-C	09-10-300-010-1087	9300-C Hamilton Court, Des Plaines, Illinois 60016
9300-D	09-10-300-010-1088	9300-D Hamilton Court, Des Plaines, Illinois 60016
9300-E	09-10-300-010-1089	9300-E Hamilton Court, Des Plaines, Illinois 60016
9300-F	09-10-300-010-1090	9300-F Hamilton Court, Des Plaines, Illinois 60016

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EXHIBIT "B"

PERCENTAGE OF OWNERSHIP INTEREST IN THE COMMON ELEMENTS

HAMILTON COURT CONDOMINIUM ASSOCIATION

Unit	Percentage Interest
9370-A	1.11
9370-B	1.09
9370-C	1.06
9370-D	1.02
9370-E	1.17
9370-F	1.12
9360-A	1.02
9360-B	1.17
9360-C	1.11
9360-D	1.02
9360-E	1.14
9360-F	1.09
9375-A	1.02
9375-B	1.05
9375-C	1.09
9375-D	1.02
9375-E	1.09
9375-F	1.06
9365-A	1.04
9365-B	1.05
9365-C	1.09
9365-D	1.02
9365-E	1.14
9365-F	1.06
9350-A	1.02
9350-B	1.13
9350-C	1.11
9350-D	1.04
9350-E	1.05
9350-F	1.07
9340-A	1.02

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9340-B	1.05
9340-C	1.11
9340-D	1.02
9340-E	1.09
9340-F	1.12
9355-A	1.05
9355-B	1.09
9355-C	1.07
9355-D	1.02
9355-E	1.07
9355-F	1.09
9345-A	1.02
9345-B	1.05
9345-C	1.09
9345-D	1.05
9345-E	1.07
9345-F	1.06
9330-A	1.04
9330-B	1.05
9330-C	1.17
9330-D	1.02
9330-E	1.05
9330-F	1.17
9325-A	1.36
9325-B	1.21
9325-C	1.17
9325-D	1.36
9325-E	1.21
9325-F	1.16
9320-A	1.19
9320-B	1.05
9320-C	1.11
9320-D	1.02
9320-E	1.05
9320-F	1.17
9315-A	1.36
9315-B	1.21
9315-C	1.17
9315-D	1.36
9315-E	1.21
9315-F	1.17

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9310-A	1.02
9310-B	1.21
9310-C	1.06
9310-D	1.05
9310-E	1.14
9310-F	1.17
9305-A	1.36
9305-B	1.21
9305-C	1.17
9305-D	1.36
9305-E	1.21
9305-F	1.17
9300-A	1.02
9300-B	1.05
9300-C	1.11
9300-D	1.02
9300-E	1.05
9300-F	1.17

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EXHIBIT "C"

AMENDED AND RESTATED BY-LAWS FOR THE HAMILTON COURT CONDOMINIUM ASSOCIATION

ARTICLE I

BOARD OF DIRECTORS

Section 1. Members of the Board of Directors. The direction and administration of the Property shall be vested in a Board of Directors, consisting of five (5) persons who shall be appointed or elected in the manner herein 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 officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board.

Section 2. Election and Term of Office.

(a) In all elections for members of the Board, each voting member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Five (5) Board members shall be elected at the first annual meeting following the recording of this Amended and Restated Declaration. The three (3) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) year terms and which members shall have the one (1) year terms. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each.

(b) The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually and that no Board member shall be elected to a term in excess of two (2) years. Provided, however that a Board member may be reelected at the expiration of his term.

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(c) Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of voting members having two-thirds (2/3) of the total votes.

(d) Vacancies on the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the meeting at which the vacancy occurs, the next annual meeting or a special meeting of the Voting Members called for such purpose. Vacancies may also be filled by the Board by a two-thirds (2/3) vote of the remaining members thereof at a special meeting of the Board at which such vacancy shall be filled until the next meeting of the Voting Members or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members holding twenty percent (20%) of the votes of the Association requesting a meeting of the Voting Members to fill the vacancy for the balance of the term. A meeting of the Voting Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the Voting Members filing of a petition signed holding twenty percent (20%) of the votes of the Association requesting such a meeting.

(e) 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. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held, and conducted in accordance with such resolutions as the Board may adopt.

Section 3. Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the condominium instruments; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members, who shall mail and receive all notices, and who shall, in general, perform all duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account; and such additional officers as the Board shall see fit to elect.

Section 4. Removal of Board Member. Any Board member may be removed from office by affirmative vote of the voting members having at least (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 the voting members at this meeting, any subsequent annual meeting, special meeting called for that purpose, or as provided in Section 2(d) above.

Section 5. Board Meetings. The board shall meet at least four (4) times annually, on the first Monday of February, May, August, and November and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Unit Owner. Notice of any such meeting shall be mailed at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice. All meetings of the Board, whether

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regularly scheduled or specially called, shall be open to all Owners, except for the portion of any meeting held (a) to discuss litigation when an action against or on behalf of the Board and/or Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (b) to consider information regarding appointment, employment or dismissal of an employee; or (c) to discuss violations of rules and regulations of the Association or an Owner's unpaid share of common expenses. Any vote on the matters listed in clauses (a), (b) and (c) above shall be taken at a Board meeting or portion thereof open to any Owner. Any Owner may record the proceedings at meetings required to be open under the Act by audio, video or other means provided, however, that the Board may prescribe reasonable rules and regulations with regard to the Owners' right to make such recordings.

Section 6. General Powers of the Board. The powers and duties of the Board of Managers shall include, but shall not be limited to, the following matters:

- (a) Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements.
- (b) Preparation, adoption, and distribution of the annual budget for the property.
- (c) Levying of assessments.
- (d) Collection of assessments from Unit Owners.
- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance of operation of the Common Elements.
- (f) Obtaining adequate and appropriate kinds of insurance.
- (g) Owning, conveying, encumbering, leasing, and otherwise dealing with units conveyed to or purchased by it.
- (h) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.
- (i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- (j) To have access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units.
- (k) To pay for water, waste removal, other operating expenses, electricity, telephone and other necessary utility service for the common elements.

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- (l) To pay for landscaping, gardening, snow removal, painting, cleaning, tuck-pointing, maintenance, decorating, repair, and replacement of the Common Elements (but not including the windows and glass doors appurtenant to the Unit, if any, and the interior surfaces of the Units and of the hallway doors appurtenant thereto, which the unit owners shall paint, clean, decorate, maintain and repair, except if necessitated by repairs to the Common Elements) 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.
- (m) To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of the Declaration or By-Laws of which, in its opinion, shall be necessary or proper for the maintenance and operation of the Property, as first class condominium apartment buildings or for the enforcement of these restrictions and purchase of equipment therefore.
- (n) To pay any amount necessary to discharge any Mechanics' lien or other encumbrance 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 a particular Unit Owner. Where one or more Unit 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 Unit Owners.
- (o) To maintain and repair 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 a Unit Owner of any Unit that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair,
- (p) The Board or its agent, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any Damage caused thereby shall be repaired by the Board as a Common Expense.
- (q) The Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of the Declaration) requiring an expenditure in excess of Five Thousand Dollars (5,000.00), without in each case the prior approval of voting members having two-thirds (2/3) of the total votes.

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- (r) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments 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 document shall be signed by the Treasurer and countersigned by the President of the Board.
- (s) The Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation, and beautification of the property and for the health, comfort, safety, and general welfare of the Unit Owners and occupants of the property. To adopt or amend such rules and regulations from time to time, the Board shall call a special meeting of the Owners upon not less than ten (10) nor more than thirty (30) days' written notice. The notice of the meeting shall state that the meeting is called for the purpose of discussing the proposed rules and regulations and shall contain the full text of the proposed rules.
- t) The Board may engage the services of an agent to manage the property to the extent deemed advisable by the Board.
- (u) Nothing hereinabove contained shall be construed to give the Board, Association, or Unit Owners' authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.
- (v) Upon authorization by the affirmative vote of not less than a majority of the Board at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charges and collect all expenses incurred in connection therewith as common expenses.
- (w) to impose charges for late payments of an Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of this Declaration and the rules and regulations of the Association;
- (x) Board Powers Requiring Owner Approval. Matters subject to affirmative vote of Owners having two-thirds (2/3) or more of the total votes at a meeting duly called for such purpose, shall include, but not be limited to:
- (i) merger or consolidation of the Association;
 - (ii) sale, lease, exchange, (but not the mortgage or pledge) or other disposition of all, or substantially all, of the property and assets of the Association; and

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(iii) the purchase or sale of land or of Units on behalf of all Owners.

ARTICLE II

MEMBERS OF THE ASSOCIATION (UNIT OWNERS)

Section 1. 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 the Unit Owner or one of the group composed of all the Unit Owners of a unit ownership or may be some person designated by such Unit Owners to act as proxy on his or their behalf and who need not be a Unit Owner. Such designations shall be made in writing to the Board 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 Unit Owner or Unit Owners. Any or all Unit Owners of a unit ownership, and their designee, if any, may be present at any meeting of the voting members, but only the voting member of the unit ownership 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 Unit Owner or group of Unit 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". The Association shall have one class of membership only and that nothing contained in these condominium instruments shall permit or allow different classes of membership among the Unit Owners.

Section 2. Meetings. Meetings of the voting members shall be held at the property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having at least 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 represented at such meeting.

Section 3. Annual Meeting of Voting Members. An annual meeting of the members shall be held on the First Monday of May in each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If such day is a legal holiday, the meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

Section 4. Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering the matter which, by the terms of the Declaration, requires the approval of all or some of the voting members, or for any other reasonable purpose. Said

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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 or 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 other matters to be considered. Matters to be submitted at special meetings of the voting members shall first be submitted to the Board of Directors, at least ten (10) days prior to the special meeting, who shall then submit the matters to the voting members.

Section 5. Notices. Notices of meetings required to be given in these By-Laws may be delivered either personally or by mail to the person 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 Unit Owner with respect to which such voting right appertains, if no address has been given to the Board. Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under the Declaration or any provision of the Act may be accomplished using the technology generally available at that time, including by electronic means. This Section shall govern the use of technology in implementing the provisions of any condominium instrument or any provision of this Act concerning notices, signatures, votes, consents, or approvals.

- i. The Association, unit owners, and other persons entitled to occupy a unit may perform any obligation or exercise any right under any condominium instrument or any provision of this Act by use of any technological means that provides sufficient security, reliability, identification, and verifiability.
- ii. A verifiable electronic signature satisfies any requirement for a signature under the Declaration or any provision of the Act.
- iii. Voting on, consent to, and approval of any matter under the Declaration or any provision of the Act may be accomplished by electronic transmission or other equivalent technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.
- iv. Subject to other provisions of law, no action required or permitted by the Declaration or any provision of the Act need be acknowledged before a notary public if the identity and signature of the person can otherwise be authenticated to the satisfaction of the Board of Directors or board of managers.
- v. If any person does not provide written authorization to conduct business using electronic transmission or other equivalent technological means, the Association shall, at its expense, conduct business with the person without the use of electronic transmission or other equivalent technological means.

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vi. This Section does not apply to any notices required under Article IX of the Code of Civil Procedure related to: (1) an action by the Association to collect a common expense; or (2) foreclosure proceedings in enforcement of any lien rights under this Act.

Section 6. Miscellaneous.

(a) When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the condominium instruments, or the Act, shall require instead the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

ARTICLE III

ASSESSMENTS AND MAINTENANCE FUND

Section 1. Estimated Annual Budget and Assessments. Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all common expenses 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. The annual budget shall set forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Directors, a copy of the proposed annual budget; the annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements, if any. The "estimated annual budget" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" of the Declaration. Each Unit Owner shall receive notice in the same manner as is provided in the declaration for membership meetings, or any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. Said meetings of the Board of Directors shall be open to any Unit Owner, and that notice of such meeting shall be mailed or delivered at least ten (10) days but not more than thirty (30) days prior thereof, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. On or before January 1 of the ensuing year, and the first of each and every month of said year, said Unit Owner jointly and severally shall be personally liable for and obligated to pay to the Board or as it may direct one-twelfth (1/12) of the assessment against his unit ownership made pursuant to this section. On or before April 1 of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with a tabulation

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of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves.

Section 2. Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or nonrecurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

Section 3. Annual Budget. Except as provided in subsection (a) below, if an adopted annual budget or any separate assessment adopted by the Board would result in the sum of all regular and special 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 Owners with twenty percent (20%) of the votes of the Association, delivered to the Board within fourteen (14) days of the Board action to adopt such regular or separate assessments, shall call a meeting of the Owners within thirty (30) days of the date of delivery of such petition to consider the annual budget or separate assessment. Unless a majority of the total votes of the Owners are cast at such meeting to reject the budget or separate assessment, the budget and such separate assessment shall be deemed ratified.

(a) 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 provisions of Section (3) above or (3)(b) below. 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 Owners.

(b) Assessments for capital improvements or additions to the Common Elements or to property owned by the Association not included in the annual budget adopted by the Board shall be separately assessed and shall be subject to the approval of two-thirds (2/3) of the total votes of all Owners. The Board may adopt separate assessments payable over more than one (1) fiscal year.

(c) With respect to multi-year assessments not governed by Sections (3) and (3)(b) above, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which such separate assessment is approved.

Section 4. Failure to Prepare Estimates. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit 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 Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next

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monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 5. Books and Records. 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 Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit 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 Unit Owner.

Section 6. Use of Funds. All funds collected hereunder shall be held and expended for the purpose 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".

Section 7. Insurance. Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain units shall be assessed to such Unit.

Section 8. Assessments. If a Unit 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 Unit 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, and other fees and expenses 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 Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender shall be subject as to priority after written notice to said encumbrance of unpaid Common Expenses only to the lien of all Common Expenses on the encumbered unit ownership which become due and payable subsequent to the date the encumbrancer either takes possession of the unit, accepts a conveyance of any interest in the unit ownership or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collections shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the Common Expenses or of any other expenses required to

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be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorneys' fees) incurred in the collection thereof; (2) the right, by giving such defaulting Unit Owner 5 days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting Unit Owner's Interest in the property, to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed in "an Act in regard to Forcible Entry and Detainer", approved February 16, 1874, as amended, and to execute leases of such defaulting Unit Owner's interest in the property and apply the rents derived therefrom against such expenses.

Section 9. Nonuse. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment his unit.

ARTICLE IV

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be owned, occupied and used subject to the covenants and restrictions contained in Article 22 of the Declaration which by this reference is made a part hereof.

ARTICLE V

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

The violation of any restriction, condition or regulation adopted by the Board or the breach of any covenant or provision herein shall give the Board the right to select any of the remedies contained in Article 23 of the Declaration which by this reference is made a part hereof.

ARTICLE VI

AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of the voting members having at least two-thirds (2/3) of the total ownership of the Common Elements; provided, however, that no provision in these By-Laws may be amended or modified so as to

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conflict with the provisions of the Condominium Property Act. Such amendments shall become effective upon recordation in the Office of the Recorder of Deeds.

ARTICLE VII

INDEMNIFICATION

Section 1. General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, and the Board, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, or committee members on behalf of the Unit Owners, or arising out of their status as directors, Board, officers, or committee members, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. Success on the merits in any legal proceeding, whether civil, criminal, administrative or other, in which such director, officer, Board or committee member, may be involved shall be conclusive evidence that such person or entity is entitled to indemnification under this Article or otherwise. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including but not limited to, counsel fees and expenses, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable grounds for such person or persons being adjudged liable for gross negligence or fraud in the performance of his duties.

Section 2. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 3. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the obligation of any Unit Owner to pay his share of any liabilities arising out of any contract made by, or other acts of, the directors, Board, officers, or members of such committees, or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in

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the Common Elements. Every agreement made by the directors, Board, officers, members of such committees, or by the Managing Agent on behalf of the Unit Owners shall be deemed to have incorporated therein a provision that the directors, Board, officers, members of such committees, or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

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EXHIBIT "D"

27(b)

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, Nancy Sanchez, state that I am the President of the Board of Directors of the Hamilton Ct Condo Association, and that a copy of the foregoing Amendment was either delivered personally to each Unit Owner at the Association or was sent by regular U. S. Mail, postage prepaid, to each Unit Owner in the Association at the address of the unit or such other address as the Owner has provided to the Board of Directors for purposes of mailing notices. I further state that the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment.

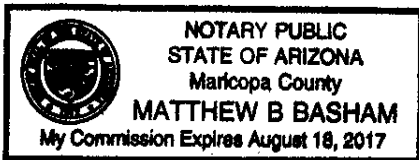
[Handwritten signature]

SUBSCRIBED and SWORN to before me
this 1st day of March, 20 16.

[Handwritten signature]

NOTARY PUBLIC

My Commission Expires: 8-18-2017



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EXHIBIT "E"

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, Rafael Romero, do hereby certify that I am the Secretary for Hamilton Court Condominium Association.

I further certify that the attached Amended and Restated Declaration for Hamilton Court Condominium Association was mailed to all mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.

Rafael Romero

Subscribed and Sworn to before me this
28 day of April, 2016.



Charlene Montalano

Notary Public

My commission expires: 2/25/19

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1.06

HAMILTON COURT CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Hamilton Court Condominium Association:

- I approve of the Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

Crescenza Pellegrino

Signature line

Crescenza Pellegrino

Printed Name

Property Address: 9375 HAMILTON Unit # F
Des Plaines, Illinois

Percentage of Ownership: 100 %

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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1.02

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF May 19, 2015

I, (print name) SOON JA KIM, owner of the unit listed below at the Hamilton Court Condominium Association do hereby constitute and appoint Nancy Sanchez 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, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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, 2015.

[Signature] (signature) Date: 5/17, 2015

SOON JA KIM (print name)

Property Address: 9375 Hamilton ct #A
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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1.05

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF May 19, 2015

I, (print name) Lev ZHUK, owner of the unit listed below at the Hamilton Court Condominium Association do hereby constitute and appoint Nancy Sanchez, 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, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

[Signature] (signature) Date: 5/13, 2015

Lev ZHUK (print name)

Property Address: X 9375 Hamilton court - 2B
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF May 19, 2015

I, (print name) Allen Zayd Lin, owner of the unit listed below at the Hamilton Court Condominium Association do hereby constitute and appoint Nancy Sanchez, 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, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 12 day of May, 2015.

A Zayd Lin (signature) Date: 05/12/2015, 2015

Allen ZAYD LIN (print name)

Property Address: 11 C¹ 9375
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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1.02

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF May 19, 2015

I, (print name) Nancy Sanchez, owner of the unit listed below at the Hamilton Court 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, 2015, 2015, 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 Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Balot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 12 day of May, 2015.

[Signature] (signature) Date: May 12, 2015
Nancy Sanchez (print name)

Property Address: 9375 Hamilton Ct D
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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1.09

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF May 19, 2015

I, (print name) Mana Stafilas, owner of the unit listed below at the Hamilton Court Condominium Association do hereby constitute and appoint Nancy Sanchez, 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, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 19th day of May, 2015.

Mana Stafilas (signature) Date: 5/19, 2015
Mana Stafilas (print name)

Property Address: 9375 Hamilton Ct, E
Des Plaines, Illinois

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

Chase Bank

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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1.05

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) Gene GRINSHUN, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

Gene GRINSHUN (signature) Date: _____, 2015

Gene GRINSHUN (print name)

Property Address: _____
Des Plaines, Illinois

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

9300 Hamilton CT AB
Des Plaines IL 60016

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF 05/19, 2015

I, (print name) ATHENA GIANNAKOPOULOS owner of the unit listed below at the Hamilton Court 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, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 05/19 day of _____, 2015.

Athena Giannakopoulos (signature) Date: 05/19/1, 2015

ATHENA GIANNAKOPOULOS (print name)

Property Address: 9300 Hamilton Ct. e
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF May 19 2015

I, (print name) Poly Galayon, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 May day of _____, 2015.

Poly Galayon (signature) Date: May 19, 2015

(print name)

Property Address: 9300 Hamilton Ct. D.
Des Plaines, Illinois

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

N/A

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

1.05

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF May 19, 2015

I, (print name) Angelica Bisbitic's, owner of the unit listed below at the Hamilton Court Condominium Association do hereby constitute and appoint Nancy Sanchez, 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, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 19th day of May, 2015.

ANGELICA BISBITIC'S (signature) Date: May 19, 2015

Angelica Bisbitic's (print name)

Property Address: 9300 Hamilton Ct. E
Des Plaines, Illinois

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

N/A

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

417

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) PENNY DELVISES, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

_____ (signature) Date: _____, 2015

_____ (print name)

Property Address: 9300 F
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) Malgorzata Buzer, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 4 day of June, 2015.

Malgorzata Buzer (signature) Date: June, 2015

Malgorzata Buzer (print name)

Property Address: 9305-A
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) Piotr Zbroinski, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

Piotr Zbroinski (signature) Date: 11/18/15, 2015

PIOTR ZBROINSKI (print name)

Property Address: 9305 HAMILTON APTS
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) OLGA RYBAS, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 18 day of May, 2015.

Olga Rybas (signature) Date: May 18, 2015

(print name)

Property Address: 9305 d
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

1.02

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF may 19, 2015

I, (print name) MARIA KURILO, owner of the unit listed below at the Hamilton Court 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, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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, 2015.

MARIA KURILO (signature) Date: 5.18, 2015

MARIA KURILO (print name)

Property Address: 9310. HAMILTON CT. Apt. 1A
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

1.21

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF May, 2015

I, (print name) Edie Bulgajewski, owner of the unit listed below at the Hamilton Court 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 Tuesday, May 19, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 18 day of May, 2015.

Edie Bulgajewski (signature) Date: May 18, 2015

Edie Bulgajewski (print name)

Property Address: 9310 Hamilton Court # apt. 2 B
Des Plaines, Illinois

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

No Mortgage Lender

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) JACOB LAZAR, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 5 day of JUNE, 2015.

Jacob Lazar (signature) Date: JUNE 5, 2015

(print name)

Property Address: 9310 F
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) KALPANA PAREKH, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

K. J. Parekh (signature) Date: 11-19, 2015

9315 Unit C (print name)

Property Address: _____
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) Tanna Bawtina, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 12 day of May, 2015.

Tanna Bawtina (signature) Date: May 12, 2015
Tanna Bawtina (print name)

Property Address: 935-1
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) NATHALIE BERTRAND, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 11 day of MAY, 2015.

Nathalie Bertrand (signature) Date: MAY 11, 2015

NATHALIE BERTRAND (print name)

Property Address: 935 A
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) JAN WOZYLA, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

[Signature] (signature) Date: 11-18-, 2015

JAN WOZYLA (print name)

Property Address: 9315 HAMILTON CT. #E
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF 5 - 19, 2015

I, (print name) _____, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

Alexandra Frangou (signature) Date: 6-12, 2015
Alexandra Frangou (print name)

Property Address: 9315 - B
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

i.17

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF 05-19, 2015

I, (print name) DOMINIK ZUROWSKI, owner of the unit listed below at the Hamilton Court 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 05-19, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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, 2015.

[Signature] (signature) Date: 05-19, 2015

Dominik Zurowski (print name)

Property Address: 9315 Hamilton Ct Apt F
Des Plaines, Illinois

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

Suntrust Mortgage Inc
PO Box 79041
Baltimore MD 21279-0041

Loan No. 0262782220

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

1.19

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF May 19, 2015

I, (print name) FRANKLIN J. ALEXANDER, owner of the unit listed below at the Hamilton Court Condominium Association do hereby constitute and appoint 9320-A Nancy, 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 05/19, 2015, 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 Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 05 day of 13/, 2015.

F.J. Alexander (signature) Date: 05/13/2015, 2015

Franklin J. Alexander (print name)

Property Address: 9320-A
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF 12-3, 2015

I, (print name) JANINA BIENIASZ, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

Janina Bieniasz (signature) Date: 11-18, 2015
JANINA BIENIASZ (print name)

Property Address: 9320 Hamilton Ct. Apt. C
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) JAYANT PAREKH, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

Jay Parekh (signature) Date: 11/13/, 2015

(print name)

Property Address: 9320 E HAMILTON CT.
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

1.02

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) MEYER TAYLOR, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 29TH day of APRIL, 2015.

Meyer Taylor (signature) Date: 4/29, 2015

MEYER TAYLOR (print name)

Property Address: 9320 -D HAMILTON COURT
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) ADAM MISLAK, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

Adam Mislak (signature) Date: 11-18, 2015

ADAM MISLAK (print name)

Property Address: 9325 HAMILTON Ct "A"
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

1.21

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF May 19, 2015

I, (print name) FRANKLIN J. ALEXANDER, owner of the unit listed below at the Hamilton Court Condominium Association do hereby constitute and appoint 9325-13 Nancy, 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 05/19, 2015, 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 Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 05 day of 13, 2015.

F.J. Alexander (signature) Date: 05/13, 2015

Franklin J. Alexander (print name)

Property Address: 9325-13
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY 1.36

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF MAY 19, 2015

I, (print name) TINA WALK, owner of the unit listed below at the Hamilton Court 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, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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, 2015.

Tina Walk (signature) Date: May 19, 2015

TINA WALK (print name)

Property Address: 9325 Hamilton Court, #D
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) Sang Lee, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 8 day of September, 2015.

Sang Lee (signature) Date: September 8, 2015
Sang Lee (print name)

Property Address: 925 e
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

1.04

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) BARBARA SYLVAN, owner of the unit listed below at the Hamilton Court Condominium Association do hereby constitute and appoint 9330A, 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

Barbara Sylvan (signature) Date: _____, 2015

_____ (print name)

Property Address: 9330A
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

1.05

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF MAY 19, 2015

I, (print name) RAFAEL RAMIREZ, owner of the unit listed below at the Hamilton Court 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, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

Rafael Ramirez (signature) Date: MAY 19, 2015

RAFAEL RAMIREZ (print name)

Property Address: 9330 B
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) Romeo Ibrahim, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 21 day of December, 2015.

Romeo Ibrahim (signature) Date: December 21, 2015

Romeo Ibrahim (print name)

Property Address: 9330 C
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

HAMILTON COURT CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Hamilton Court Condominium Association:

- I approve of the Amended and Restated Declaration
- I do not approve of the Amended and Restated Declaration.

Kyong Ja Choi
Signature line

KYONG JA CHOI
Printed Name

Property Address: 9330 HAMILTON Des Plaines, Illinois Unit # E

Percentage of Ownership: 100 %

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

.....
.....
.....

Loan No.

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

1.17

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) JAROSLAV DANIEL, owner of the unit listed below at the Hamilton Court Condominium Association do hereby constitute and appoint 9330 unit F, 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, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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, 2015.

[Signature] (signature) Date: May 19, 2015

JAROSLAV DANIEL (print name)

Property Address: 9330 Henderson Ct unit F
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) Andriana Fontan owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

A. Fontan (signature) Date: 11.18.15, 2015
Andriana (print name)

Property Address: 9340 Hamilton Ct, B'
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) BILL DRAKOPOULOS, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 16 day of JANUARY, 2015

[Signature] (signature) Date: JANUARY 16, 2015

BILL DRAKOPOULOS (print name)

Property Address: 9340 HAMILTON CT C
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

~~102~~
1.09

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF May 19, 2015

I, (print name) BOYAN TRAYKOV, owner of the unit listed below at the Hamilton Court Condominium Association do hereby constitute and appoint Nancy Sanchez, 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 5/19/15, 2015, 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 Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 day of May, 2015.

[Signature] (signature) Date: 5/13/15, 2015

BOYAN TRAYKOV (print name)

Property Address: 9340 Hamilton Ct app. E
Des Plaines, Illinois

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

Green Tree PO Box 6172
Rapid City, 57709-6172

Loan No. 196229264

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) BARBARA SWIDERSKA, owner of the unit listed below at the Hamilton Court 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 and stead, to vote as my proxy at the Association meeting to be held _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

Barbara Swiderska (signature) Date: _____, 2015

BARBARA SWIDERSKA (print name)

Property Address: 9340 F
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY ^{1.02}

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF May 19, 2015

I, (print name) FRANKLIN J. ALEXANDER, owner of the unit listed below at the Hamilton Court Condominium Association do hereby constitute and appoint 9345-A Nancy, 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 05/19/2015, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 day of 05, 2015.

F.J. Alexander (signature) Date: 05/13/, 2015

Franklin J. Alexander (print name)

Property Address: 9345-A
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) BRJESH PAREK, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

BJ Parek (signature) Date: 11-19, 2015

9345 Hamilton (print name) B

Property Address: _____
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) Harshad Kurecha, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

Harshad Kurecha (signature) Date: 11-19, 2015

_____ (print name)

Property Address: 9348 e
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

UNOFFICIAL COPY

PROXY/BALLOT FOR

HAMILTON COURT CONDOMINIUM ASSOCIATION

MEETING OF _____, 2015

I, (print name) Rada Saric, owner of the unit listed below at the Hamilton Court 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 _____, 2015, 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 Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

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 does not expire. 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 _____, 2015.

Rada Saric (signature) Date: 11-18-15, 2015

Rada Saric (print name)

Property Address: 9345 F
Des Plaines, Illinois

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

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.