

# UNOFFICIAL COPY

This Document was prepared by and  
Should be returned to:  
Keough & Moody, P.C.  
114 E. Van Buren Avenue  
Naperville, IL 60540



Doc# 2031717019 Fee \$314.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/12/2020 12:12 PM PG: 1 OF 13

AMENDED & RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS, COVENANTS  
AND BY-LAWS FOR THE WOODS EDGE III  
CONDOMINIUM ASSOCIATION

This document is recorded for the purpose of Amending and Restating the Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants and By-Laws for the Woods Edge III Condominium Association, which was recorded as Document No. R25432642 in the Office of the Recorder of Deeds of Cook County, Illinois (hereinafter "Original Declaration"), and shall be known as the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Woods Edge III Condominium Association (hereinafter "Declaration or Amended and Restated Declaration").

This Declaration is adopted pursuant to the provisions of Section 27 of the Illinois Condominium Property Act, 765 ILCS 605/27 and Section 26 of the Declaration. This Declaration shall become effective upon recording, in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is executed by the Board of Directors of the Association (hereinafter "Board").

## RECITALS

**WHEREAS**, the Board and the Owners desire to amend and restate the Original Declaration;

RECORDING FEE 311-  
DATE 11-7-2020 COPIES 6X  
OK BY JA

# UNOFFICIAL COPY

**WHEREAS**, the Declaration has been executed by the Board of the Association and approved in writing by the acknowledged signatures of at least two-thirds (2/3) of the Unit Owners subject to the Declaration, all in compliance with the Illinois Condominium Property Act and the Association's Declaration.

**NOW THEREFORE**, the Declaration is hereby amended and restated in accordance with the text which follows:

1. Definitions:

As used herein, unless the context otherwise requires:

- (a) "Act" means the "Illinois Condominium Property Act" of the State of Illinois.
- (b) "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.
- (c) "Parcel" ("Condominium Property") means the lot or lots, tract or tracts of land, described in the Plat attached to the Original Declaration, and submitted to the provisions of the Act.
- (d) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed, or contained therein or thereon, including buildings and all easements, rights and appurtenances belonging thereto, and all fixtures, equipment and furnishings intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.
- (e) "Unit" means a part of the Property, designed and intended for any type of independent use.
- (f) "Common Elements" means all portions of the Property, except the Units, including the Limited Common Elements.
- (g) "Limited Common Elements" means a portion of the Common Elements so designated in this Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units, including but not limited to balconies, patios and Garages.
- (h) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (i) "Unit Owner" or "Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit, or in the case of a leasehold condominium, the lessee or lessees of a Unit whose leasehold ownership of the Unit expires simultaneously with a leasehold condominium.
- (j) "Majority" or "Majority of the Unit Owners" means the Owners of more than fifty (50%) percent in the aggregate in interest of the undivided ownership of the Common Elements.

# UNOFFICIAL COPY

Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership of the Common Elements. "Majority" or "majority of the members of the Board of Directors" means more than 50% of the total number of persons constituting such Board pursuant to the By-Laws. Any specified percentage of the members of the Board of Directors means that percentage of the total number of persons constituting such Board pursuant to the By-Laws.

(k) "Unit Ownership" means a part of the Property consisting of one Unit and the undivided interests in the Common Elements appurtenant thereto.

(l) "Building" means the building or buildings located on the Parcel and forming part of the Property and containing the Units.

(m) "Garages" means the area provided for parking motor vehicles, that are part of the Limited Common Elements, which is assigned to a specific Unit and which follow the Unit.

(n) "Developer" Scott Burton Financial Corporation, an Illinois corporation, as sole beneficiary of Declarant, is the Developer. The term "Developer" includes all successors and assigns of Developer. Rights reserved to the Developer herein are also reserved unto the Declarant acting upon the direction of the Developer.

(o) "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.

(p) "Reserves" means those sums paid by Unit Owners which are separately maintained by the Board of Directors for purposes specified by the Board of Directors.

(q) "Common Expenses" means the proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board of Directors of the Association.

(r) "Plat" means a plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which may consist of a three-dimensional horizontal and vertical delineation of all such Units.

(s) "Record" means to record in the office of the recorder or, whenever required, to file in the office of the Registrar of Titles of the County of Cook wherein the Property is located.

(t) "Unit Owners' Association" or "Association" means the Association of all the Unit Owners, acting pursuant to By-Laws through its duly elected Board of Directors, which is further defined in 1(z) as the Woods Edge III Condominium Association.

(u) "Purchaser" means any person or persons other than the Developer who purchases a Unit in a bona fide transaction for value.

# UNOFFICIAL COPY

(v) "Meeting of Board of Directors" means any gathering of a quorum of the members of the Board of Directors held for the purpose of conducting Board business.

(w) "Leasehold Condominium" means a property submitted to the provisions of the Act which is subject to a lease, the expiration or termination of which would terminate the condominium and the lessor of which is (i) exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (ii) a limited liability company whose sole member is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (iii) a Public Housing Authority created pursuant to the Housing Authorities Act that is located in a municipality having a population in excess of 1,000,000 inhabitants.

(x) "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

(y) "Acceptable technological means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

(z) "Association" shall mean the Woods Edge III Condominium Association.

(aa) "Woods Edge Associations" shall mean collectively the Woods Edge I Condominium Association, Woods Edge II Condominium Association, Woods Edge III Condominium Association and the Woods Edge Homeowners Association.

(bb) "Member" shall mean the person or entity designated as an Owner and entitled to vote as defined by the Condominium Instruments. The terms "Member" and "Unit Owner" may be used interchangeably as defined herein, except in situations in which a matter of legal title to the Unit is involved or at issue, in which case the term "Unit Owner" would be the applicable term used.

## 2. Submission of Property to the Act:

The Declarant, when at the time was the Owner in fee simple of the Parcel, expressly intended to and, by recording a Declaration, did submit the Parcel and the Property to the provisions of the Condominium Property Act of the State of Illinois.

## 3. Plat:

Exhibit "C" to the Original Declaration set forth the measurements, elevations, locations and other data, as required by the Act, including (1) the Parcel and its exterior boundaries; (2) the Buildings and each floor thereof; and (3) each Unit of each Building.

# UNOFFICIAL COPY

4. Unit Identification:

Each Unit on the Plat to the Original Declaration is identified by a distinguishing number and letter or other symbol. The legal description of each Unit shall refer to such identifying number and letter.

5. Administration and Operation of the Property:

The governing body for all of the Unit Owners for the administration and operation of the Property, as provided in the Act, and in this Declaration and in the By-Laws, shall be the Board of Directors, which shall be elected in the manner provided in the By-Laws. The Board of Directors of the Association shall constitute the Board of Directors provided for in the Act, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board of Directors in the Act and in this Declaration and in the By-Laws shall be held or performed by the Association or by the duly elected members of the Board of Directors thereof and their successors in office. The By-Laws for the governing body shall be the By-Laws appended hereto as Exhibit "B" and made a part hereof.

Neither the Board nor the Association shall be deemed to be conducting a for profit business of any kind. All funds collected by the Board shall be held and expended for the purposes designated in the Declaration and By-Laws and (except for such adjustments as the Board may require to reflect delinquent, prepaid and special 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 "A" and shall be administered in accordance with the provisions of the Declaration and By-Laws. Each Unit Owner shall be a member of the Association so long as he/she shall be a Unit Owner, and such membership shall automatically terminate when he/she ceases to be a Unit Owner, and upon transfer of his/her ownership interest, the next Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association.

6. Indemnity:

The members of the Board, and the Officers thereof shall not be liable to the Unit Owners or for any mistake of judgment, or any acts or omissions made in good faith as to such Board members or Officers. The Unit Owners shall indemnify hold harmless each of such Board members or Officers against all contractual liability to others arising out of contracts made by such Board members or Officers on behalf of the Unit Owners for the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such Board members or Officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his/her percentage interest in the Common Elements bears to the total percentage of all the Unit Owners in the Common Elements. Each Agreement made by such Board members or Officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such Board members or Officers or the managing agent, as the case may be, as agents for the Association.

7. Board's Determination Binding:

In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or

# UNOFFICIAL COPY

By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

8. 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 Owner as set forth in the schedule attached hereto as Exhibit "A" and by this reference made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed, pursuant to Section 26 of the Declaration, by recorded amendment to this Declaration. Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit "A". The ownership of each Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated.

9. No Severance of Ownership:

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

10. Use of the Common Elements:

Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of access, ingress, and egress to and use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving his/her Unit exclusively. Such rights to use and possess the Common Elements, shall be subject to and governed by the provisions of the Act and of this Declaration and the By-Laws herein and the rules and regulations of the Board. The Board shall have the exclusive authority from time to time to adopt or amend administrative rules and regulations governing the use, occupancy and control of the Common Elements and Limited Common Elements. The Board shall have the authority to lease or to grant licenses or concessions with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws.

11. Limited Common Elements:

Except as otherwise provided 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 Units. Without limiting the generality of the foregoing, the Limited Common Elements shall include, but not be limited to, the Garage which is indicated as such on the Plat.

Garages shall be assigned to the Unit Owners as shown in Exhibit "C".

# UNOFFICIAL COPY

The use of 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 this Declaration and the Act. 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. Garages may only be transferred to Owners of Units within Woods Edge III Condominium Association. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board and it shall contain an acknowledgment from the Board that the transfer of the Limited Common Elements was proper, and the amendment was adopted pursuant to the Illinois Condominium Property Act. 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 shares, the Board shall decide such reapportionment. No transfer shall become effective until the amendment has been recorded.

Any transfer of Garages must be pursuant to Section 34 of this Declaration and the Act and any such transfer may only be between Owners of Units within Woods Edge III Condominium Association, as provided for herein.

12. Common Expenses:

Except as otherwise provided in the By-Laws, each Unit Owner shall pay his/her proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon (which expenses herein sometimes referred to as "Common Expenses") on the basis of his/her respective percentage of ownership as set forth in Exhibit A including but not limited to all deficiencies resulting from the non-payment of assessments allocated to Unit Owners of this Condominium Association by the Woods Edge Homeowner's Association pursuant to the Declaration of Easements, Covenants and Restrictions for the Woods Edge Homeowner's Association and amounts which may be assessed to establish an adequate reserve fund for maintenance, repair and replacement of Common Elements. Such proportionate share of the Common Expenses for each Unit Owner shall be in such amounts and at such times as determined in the manner provided by the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof plus costs and expenses of collection including without limitation, late fees, costs and fees incurred by the Association as a result of its managing agent's effort to collect unpaid assessments, reasonable attorneys' fees, and costs shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act; provided however, said lien shall be subject as to priority to liens of first mortgages (or trust deeds) in accordance with Paragraph 13 below.

13. Association's Lien:

Notwithstanding anything to the contrary herein contained, all sums assessed against a Unit shall constitute a lien on the Unit. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all other Unit Owners, including such acquirer, his/her successors and assigns.

# UNOFFICIAL COPY

## 14. Separate Mortgages:

Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his/her respective Unit together with his/her respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or permit to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his/her Unit and his/her respective ownership interest in the Common Elements.

Upon written request to the Board, the holder of any 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, including without limitation, any notice of default which may be sent to said Unit Owner or Owners.

The Board of Directors shall further provide any mortgage holder upon request written notification of any of the following events at least thirty (30) days prior to the effective date thereof:

- (1) changes in any of the Condominium Instruments;
- (2) changes in condominium management (not to include change in employees of management agent), if any;
- (3) any declaration of default against said holder in the performance of any of its obligations;
- (4) any removal of the Condominium Property from the Act;
- (5) any condemnation or eminent domain proceeding affecting the condominium regime or any portion thereof; or
- (6) any significant damage or destruction to the Common Elements.

The Board of Directors shall further permit all first mortgages the right to examine the books and records of the Association during normal business hours.

Notwithstanding anything to the contrary contained herein or under applicable Illinois law, unless at least two-thirds (2/3) of the eligible first mortgagees who so (based upon one vote for each first mortgage owned) or Owners of Units situated on the Premises (other than Declarant) have given their prior written approval, the Board of Directors shall not be entitled to:

- (i) by act or omission seek to abandon or terminate the condominium regime, except as provided by statute in the case of substantial loss to the Units and Common Elements;
- (ii) change the pro rata interest or obligations of any Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro rata share of ownership of each Unit in the Common Elements;
- (iii) partition or subdivide any Unit;
- (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer Common Elements provided, however, the granting of easements for public utilities



# UNOFFICIAL COPY

- or other purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this clause; or
- (v) use hazard insurance proceeds for losses to any condominium property (whether to Units or to Common Elements) for other than repair, replacement or reconstruction of such condominium property, except as provided by statute in case of substantial loss to the Units and Common Elements.

An "eligible first mortgagee" shall be defined as that mortgage holder who has a first mortgage against any Unit and who submits in writing to the Association to receive notice of any material amendment so as to vote thereat.

15. Separate Real Estate Taxes:

It is understood that real estate taxes are to be separately taxed to each Unit Owner for his/her Unit and his/her corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his/her proportionate share thereof in accordance with his/her respective percentage of ownership interest in the Common Elements.

16. Woods Edge Homeowners' Association; Utilities:

(a) Each Unit Owner is personally obligated to pay those assessments allocated to Owners pursuant to the Woods Edge Homeowners' Declaration and said assessments shall be paid to and collected by the Board of this Association. Pursuant to the Wood's Edge Homeowners' Declaration, assessments allocated to the Unit Owner of this Condominium Association shall not be deemed paid until received in total by the Woods Edge Homeowners' Association. Consequently, to the extent a Unit Owner does not pay his/her allocated share of the assessment allocated by Woods Edge Homeowners' Association to this Condominium Association, such deficiency shall be a Common Expense of this Association and each Unit Owner shall pay his/her proportionate share of said deficiency based upon their respective percentage of ownership as set forth in Exhibit A.

(b) Each Unit Owner shall pay for his/her own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

17. Insurance:

(a) The Board shall have the authority to and shall obtain multi-peril insurance for the Property against loss or damage by fire and other hazards, on the Common Elements including the Limited Common Elements, and the Units and except as otherwise determined by the Board of Directors, the bare walls, floors and ceilings of the Unit. Such policies shall include coverage for special causes of loss and providing coverage in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to the loss, including Coverage B, demolition costs, and Coverage C increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than ten percent (10%) of each insured Building value, or \$500,000.00, whichever is less. Premiums for such insurance shall be

# UNOFFICIAL COPY

Common Expenses. Insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to the Association for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements as established in the Declaration. Said insurance shall have a financial rating AAA+ or better. It is further provided that said insurance include a standard mortgagee's clause endorsement with respect to any mortgagees or holders of trust deeds encumbering all or any portion of the development, and that said insurance shall further provide for at least ten (10) days written notice to any such mortgagee or holders of a trust deed prior to any reduction or cancellation thereof. In addition, the Board shall give notice to the Federal Home Loan Mortgage Corp. care of its servicer of any damage to Common Elements exceeding ten thousand (\$10,000.00) dollars. The insurance maintained under this Subparagraph must include the Units, the Limited Common Elements except as otherwise determined by the Board of Directors, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit 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, built-in cabinets installed by Unit Owners, or any other additions, alterations, or upgrades installed or purchased by any Unit Owner.

The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be a Common Expense. In the event of any loss in excess of fifty thousand (\$50,000.00) dollars in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of a Building or one or more Units or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of the Act with respect to the application of insurance proceeds to reconstruction of a Building.

Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board 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 under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with

# UNOFFICIAL COPY

the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

(b) The Board shall also have the authority to and shall obtain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Property, with limits of at least One Million dollars (\$1,000,000.00) or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents, per occurrence, for personal injury and/or property damage insuring each Unit Owner, the Association, its Officers, the Board, the manager and managing agent (if any) of the Building, and their respective employees and agents, from liability in connection with the Common Elements, and insuring the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include a severability of interest endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The premiums for such insurance shall be Common Expenses.

(c) 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. The Association's management company that is responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association must have standing to make a loss claim against the bond of the managing agent as a party covered under the bond. The fidelity bond must be in the full amount of the Association's funds and reserves in the custody of the Association or the management company.

(d) The Board of Directors must obtain directors and officers liability coverage at a level deemed reasonable by the Board of Directors. Directors and officer's 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 1985 or as otherwise stated herein. The coverage required by this Subparagraph shall include, but not be limited to, coverage of: defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this Subparagraph shall include as an insured: past, present, and future Board members while acting in their capacity as members of the Board of Directors; the managing agent; and employees of the Board of Directors and the managing agent.

(e) Each Unit Owner shall be responsible for his/her own insurance on the contents of his/her own Unit and furnishings and personal property therein, his/her personal property stored elsewhere on the Property, and his/her personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or his/her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Owner whose Unit was damaged, any damage not covered by insurance required by this Section, as well as the decorating, painting,

# UNOFFICIAL COPY

wall and floor coverings, trim, appliances, equipment, and other furnishings. The premium for such insurance shall be paid by the Unit Owner directly to his/her own insurance company or agency.

The Board shall not be responsible for obtaining insurance on any additions, alterations, or improvements made by any Unit Owner to his/her Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition existing prior to the making of such additions, alterations, or improvements.

(f) Insurance policies carried pursuant to subparagraphs (a) and (b) above must include each of the following provisions:

- (1) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit 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 Unit Owner of the Association or members of the Unit Owner's household and against the Association and members of the Board of Directors.
- (3) The Unit Owner waives his/her right to subrogation under the Association's policy against the Association and the Board of Directors.

(g) The Board of Directors may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a Common Expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Owner who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

(h) If at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is primary insurance.

(i) Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, its Board of Directors, and its managing agent as additional insured parties.

(j) 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.

# UNOFFICIAL COPY

## 18. Maintenance, Repairs and Replacements:

Each Unit Owner shall furnish and be responsible for, at his/her own expense, all of the maintenance, repairs and replacements for his/her own Unit and for the Limited Common Elements appurtenant to his/her Unit. Each Unit Owner shall also maintain, at his/her own expense, any fixtures including air conditioners or air condensers physically connected to his/her Unit or to his/her Garage and located on the Limited Common Elements, the interior of the Garage, the Garage door, the Garage door opener and the vinyl thermostop Garage trim. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Board as part of the Common Expenses, subject to the rules and regulations of the Board. Except as otherwise provided, the Board shall provide the following normal and customary exterior maintenance of the Property: paint, repair, replace, and care for roofs, gutters, downspouts, exterior Building surfaces, and other exterior improvements; provided, however, that no exterior maintenance shall be provided with respect to the Limited Common Elements, including the Garage interior, door, door opener, and trim; glass surfaces; patio areas, whether enclosed or not; and any trees, shrubs, or other landscaping elements that Unit Owners have installed with the prior permission of the Board. At the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be undertaken and then assessed in whole or in part to Unit Owners benefitted thereby and further, at the discretion of the Board, it may direct such Unit Owners to arrange for such maintenance, repairs and replacements, to pay the cost thereof, 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 a mechanic's or materialmen's lien claims that may arise therefore.

The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of 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 attorney fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of a Building, 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 mail addressed to the Owner at the Unit or the last known address for the Owner within the Association's books and records. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or an extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner, or of a member of his/her family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit

# UNOFFICIAL COPY

Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board.

To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent, if any, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

The Board shall have exclusive authority to take or refrain from taking any action pursuant to this Section 18. All expenses which, pursuant to this Section 18, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

19. Architectural Control Committee:

No Building, fence wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including, but not limited to, change of color, landscaping, storm windows, storm doors and screens) until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

20. Alterations, Additions or Improvements:

No alterations 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 Common Expenses (or in the case of Limited Common Elements may charge to the Unit Owner benefitted thereby) alterations and improvements of, and additions to, the Common Elements; provided, however, that in the event the costs for any alteration and addition to the Common Elements or Association owned property that is not included in the adopted annual budget, may be separately assessed and such separate assessment is subject to the approval of two-thirds (2/3) of the total votes of all Unit Owners. Any Unit Owner may make alterations, additions or improvements within his/her Unit without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions, or improvements.

21. Decorating:

Each Unit Owner shall furnish and be responsible for, at his/her own expense, all of the decorating, within his/her own Unit from time to time including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains and interior decorating. 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. Decorating of the Common Elements (other than interior surface within the Units as above provided) shall be furnished by the Board as part of the Common Expenses.

# UNOFFICIAL COPY

## 22. Easements:

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

The City of Potos Hills, internet providers and all other public utilities or other similar providers serving Property and the Woods Edge Associations are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment and mains and detention basins, into and through the Common Elements for the purpose of providing services to the Property.

All easements and rights described herein are easements, appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in said land or any part to portion thereof.

Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Section, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Property as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

## 23. Use and Occupancy Restrictions:

(a) No Unit shall be used for purposes other than residential purposes. Each Unit shall be used as a residence for a person or single family, and for no other purpose, by the Unit Owner and his/her family, or by a person or single family to whom the Unit Owner shall have leased his/her Unit, subject to provisions with respect to leasing contained in this Declaration. No Unit Owner shall offer for rental more than one Unit within the Property.

(b) Except as otherwise provided herein, all Units shall be Owner occupied as of the date of the adoption of this Declaration.

- (1) No more than ten percent (10%) of the Units may be leased at any given time. Any Unit(s), which was leased as of the date of adoption of this Declaration may continue to be leased until such time as the current lease expires, so long as the Unit Owner provides a copy of the current lease in effect to the Association within ten (10) days of the effective date of this

# UNOFFICIAL COPY

restriction. A Unit Owner's failure to provide a copy of the lease to the Board may result in the Board pursuing all legal remedies available to it, including enforcement of this restriction. Following the expiration of the current lease the Unit Owner must come into compliance with the terms of this restriction. A Unit may be occupied by an Immediate Family Member of the Owner and not be subject to enforcement of this restriction, so long as the occupant meets the definition of an Immediate Family Member as defined in Section (b)(2) and the Owner and Immediate Family Member enter into a written Letter of Agreement, a copy of which is provided to the Association pursuant to the terms of this Section.

- (2) Prior to allowing a Unit to be leased to a lessee or immediate family member, the Unit Owner must seek written approval from the Board of Directors. After receiving such notice, the Board of Directors shall advise the Unit Owner if the Unit may be leased or whether the maximum number of leased Units within the Association has been reached. After approval, tenant and immediate family member are considered lessees. If, at the time of request, ten percent (10%) of the Units are leased, said Unit Owner shall be placed on a waiting list by the Board of Directors. When an existing Unit, which is leased, becomes Owner occupied or is otherwise sold or transferred, the Unit Owner of that Unit shall immediately notify the Board of Directors of such fact and that Unit cannot be leased until all prior Unit Owners on the waiting list, if any, have had a reasonable chance to allow their Unit to be leased. If the maximum number of Units are leased, the Board of Directors shall also notify the Unit Owner of the Unit Owner's position on the waiting list.

Immediate family members, while still deemed renters, are not counted toward the ten (10%) percent overall limit on renters. Immediate family members are a Unit Owner's spouse, widow, children, grandchildren, parents, grandparents, and siblings. Proof of eligible relationship is required.

- (3) To avoid hardships and to meet special situations, in the event that ten percent (10%) of the Units are already leased, any Unit Owner may apply for a hardship waiver of enforceability of this restriction. What is considered a hardship shall be at the sole discretion of the Board of Directors. The Unit Owner must submit a request, in writing, to the Board requesting a hardship waiver, setting forth all reasons why he or she is entitled to same. If the Board determines a hardship exists, the Unit Owner requesting such hardship will be permitted to lease his/her Unit for a period of time not to exceed one (1) year. Once the lessee moves out or this period expires, whichever occurs first, the Unit Owner must come into compliance with this restriction. Failure to abide by all Rules and Regulations of the Association may result in revocation of hardship status.



# UNOFFICIAL COPY

- (4) If a Unit Owner elects to lease his/her Unit, to a lessee or an immediate family member, he/she shall not lease less than the entire Unit nor shall the Unit be leased for transient or hotel purposes. All leases must be for a period of at least one (1) year and for no more than a period of two (2) consecutive years. Any Unit not occupied by the legal Owner of the Unit shall be considered leased to the occupant and subject to the provisions of this and all other requirements of the Association. In the event that the legal ownership of any particular Unit is in trust, then this provision shall apply if the Unit is not occupied by the beneficiary of the trust or the beneficiary's Immediate Family Member, as defined in Subsection (b)(2) of this Section.
- (5) Leases and Letters of Agreement between an Owner and an Immediate Family Member shall be in writing and shall be subject in all respects to the provisions of this Declaration, By-Laws, and Rules and Regulations of the Association, including those not related to leasing. Every lease shall prohibit subleasing.
- (6) No later than the date of occupancy or 10 days after the lease is signed, whichever occurs first, the Unit Owner shall provide the Board with the name and address of the potential lessee, as well as with a copy of the proposed lease, including rental fees, term of lease and any riders to the lease. The Board shall provide the Unit Owner with a "Rider to Lease" in the form prescribed by the Board from time to time, which shall be added to the lease and shall be signed by all parties to the lease.
- (7) Each Unit Owner shall be responsible for providing the lessee with copies of the Declaration, By-Laws, and Rules and Regulations of the Association.
- (8) All costs and expenses, including attorney's fees, incurred by the Board in connection with any violation of this leasing restriction shall be assessed to the account of the Unit Owner responsible thereof as part of the Common Expenses.
- (9) Unit Owners allowing an Immediate Family Member to occupy their Unit without a formal lease are required to submit a Letter of Agreement containing all pertinent information (normally found on the lease agreement) and must provide the family member with all the information and documents as would be supplied to any other lessee. A copy of the Letter of Agreement must be submitted to the Board within ten (10) days of occupancy. All obligations expected of a lessee shall also apply to an Immediate Family Member.
- (10) Each Unit Owner shall be responsible for the actions of his/her lessee or Immediate Family Member. If a lessee or Immediate Family Member violates any provision of the Declaration, By-Laws or Rules and Regulations, the Board, at its discretion, shall determine what action should be taken against the Unit Owner and/or lessee or Immediate Family

# UNOFFICIAL COPY

Member, as the case may be. When the Board determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action(s) are necessary to terminate the lease. All costs of said termination, including attorney's fees and court costs, shall be assessed to the Unit Owner.

(c) The Common Elements shall be used only for access, ingress and egress to and from respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units.

(d) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on a 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/her 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, refuse or rubbish shall be permitted in the Common Elements, except in the facilities specifically provided therefor.

(e) Unit Owners shall not cause or permit anything to be placed on the outside walls of a Building and no sign, awning, canopy, shutter, radio, satellite dish or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board, to confirm the location of where any satellite dish or antenna is being installed.

(f) Only (1) dog or no more than two (2) cats or other ordinary pets are allowed to be kept in any Unit. No exotic pets of any kind are allowed. No animals of any kind shall be bred or maintained for any commercial purpose in any Unit. All pets are subject to rules and regulations adopted by the Board and any such pet, causing or creating a nuisance or unreasonable disturbance, shall be permanently removed from the Property upon three (3) days' written notice from the Board.

(g) No illegal, noxious or offensive activity shall be carried on or in any Unit, Limited Common Elements, 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 or Occupants.

(h) No clothes, sheets, blankets, towels, pool towels, 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 clean of rubbish, debris and other unsightly materials.

(i) No Unit Owner shall overload the electric wiring in a 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. No Unit Owner shall use for their own personal use any electricity from the Common Elements.

(j) Motor vehicles in non-operative condition shall not be parked except in Garages. None of the following type items: boats, boat trailers, campers, trailers or any similar type items,

# UNOFFICIAL COPY

and RVs or motor homes except motor vehicles of a private passenger type, may be stored/parked on the Common Elements.

(k) No temporary Building, trailer, Garage, or building in the course of construction or other temporary structure situated on the Parcel shall be used, temporarily or permanently, as a residence.

(l) No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate, except building materials during the course of construction of any approved structure, on any Parcel. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that pick-up is to be made, in such a place so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Board, at its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same.

(m) No water pipes, sewer pipe or drainage pipe shall be installed or maintained on any Parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes and sump pump discharges. No part of the Parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.

(n) No sign (including "For Sale" or "For Rent" signs) or other advertising device of any nature shall be placed upon any Unit or the Common Elements except name and address plates, or address plates, none of which shall exceed 240 square inches. The Board may establish other criteria with respect to form and location of such signs.

(o) No machinery or power-driven vehicles including without limitation snowmobiles, go-carts, hoverboards, motorized scooters, and minibikes shall be placed or operated upon any portion of the Common Elements except such machinery as is usual in the maintenance of a private residence, private passenger vehicles, and delivery vehicles performing such service.

(p) No person shall obstruct, alter or in any way modify the established drainage pattern from, on, or over any part of the Parcel; nor shall any person obstruct, alter or in any way modify any drainage swales, devices and/or facilities now installed or to be installed.

(q) Nothing herein shall exempt Unit Owners from the provisions of any ordinances of the Woods Edge Homeowners' Association which may be in conflict with above.

#### 24. Remedies:

In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board, 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 or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for

# UNOFFICIAL COPY

damages or injunction or specific performance, or for judgments for payment of money and collection thereof, or the right to take possession of the Unit or to sell the same as herein after in this Section provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the highest rate per annum permissible under the laws of the State of Illinois until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his/her 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/her respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all his/her additions and improvements thereto and upon all of his/her personal property in his/her Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, only if so authorized by the Board, shall have the authority to correct such default 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. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Board.

If any Unit Owner (either by his/her own conduct or by the conduct of any other occupant of his/her Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall not be cured within thirty (30) days after notice in writing from the Board, then the Board may terminate the rights of the said defaulting Owner to continue as a Unit Owner and to continue to occupy, use or control his/her Unit, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against said defaulting Owner or occupant or (subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of said defaulting Owner, which consent shall not be unreasonably withheld), in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the rights, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Owner from reacquiring his/her interest at such judicial sale. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership 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, and it shall be a condition of any such sale, and the decree shall so provide that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. Without limitation the generality of the foregoing, if any Unit Owner shall fail to pay his/her proportionate share of the Common Expense or of any other expenses required to be paid hereunder when due, the Board's rights and remedies shall include the right to take possession of such Unit Owner's interest in the Property and to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer," approved February 16, 1874, as amended, now known as The Eviction Act.

# UNOFFICIAL COPY

## 25. Involuntary Sale:

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

(b) In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his/her 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 therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Section 12 hereof.

(c) The Board shall not exercise the option hereinabove set forth to purchase any Unit Ownership or interest therein without the prior consent of Voting Members having two-thirds (2/3) of the total votes, except if such purchase is the result of a judicial sale where the Association is foreclosing on its lien.

(d) Acquisitions of Unit Ownership or any interest therein under the provisions of this Section may be made from the maintenance funds or any other financing arrangement as the Board deems desirable. If said funds are insufficient, the Board shall levy an assessment against each Unit Owner as provided for and subject to Section 12 hereof.

If the members of the Board, in their discretion, borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Section, no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or interest therein to be acquired.

(e) Title to Acquired Interest. Unit Ownership or interest therein acquired pursuant to the terms of this Section shall be held of record in the name of the Board and their successors in office, the Association, or such nominee as the Board shall designate, for the benefit of all the Unit Owners.

## 26. Amendments:

The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Unit Owners having at least two-thirds (2/3) of the total vote, and certified by the secretary of the Board; provided, however, that all lien holders of record have been notified if mortgagee approval is required of such proposed change, modification or recession, and an affidavit by said secretary certifying to such mailing is a part of such instrument, provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act. It is further

# UNOFFICIAL COPY

provided that any amendments to the provisions in this Declaration may not be changed, modified or rescinded so as to conflict with the provisions of the Act.

Notwithstanding the provisions of the foregoing Section, if the Act, or this Declaration or the By-Laws require the consent or agreement of a greater percentage of Unit Owners or of lien holders than set forth above for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by such increased percentage of Unit Owners or the lien holders or both as required by the Act or this Declaration.

The change, modification or rescission, whether accomplished under the provisions of the preceding paragraphs, shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provisions in this Declaration may be changed, modified, or rescinded so as to conflict with the provisions of the Condominium Property Act of the State of Illinois.

## 27. Notices:

Notices provided for in the Act, Declaration or By-Laws, shall be in writing, and shall be addressed to the Board, or any Unit Owner, as the case may be at the address of the office of the Board of Directors (indicating thereon the number of the respective Unit if addressed to a Unit Owner), or at such other address as hereinafter provided. The Board may designate a different address for notices to it by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his/her change of address to the Board and any Unit Owner may consent to the receipt of notice through acceptable technological means. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof or by receipt through acceptable technological means if consented in writing by the Unit Owner.

## 28. Rights and Obligations:

Each grantee of Declarant by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deed of conveyance, or in any mortgage or trust deed or other evidence of obligation to the rights described in this Section or described in any other part of this Declaration or the By-Laws shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

# UNOFFICIAL COPY

## 29. Eminent Domain:

(a) Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage interest in the Common Elements appurtenant to such Unit or proration 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 the 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 Owners 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 withdrawal of any portion of the Common Elements, not necessarily including the 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 Elements will be distributed in accordance with the interest of those entitled to their use.

(b) In the event the entire condominium is acquired by or as a result of an eminent domain proceeding or threat thereof, the proceeds of such acquisition shall be disbursed in accordance with the terms of the Declaration.

## 30. General Provisions:

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

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

(c) In the event title to any Unit Ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No 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 such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of title to such Unit Ownership.

## 31. Liens:

In the event any lien against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in the Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien.

# UNOFFICIAL COPY

The Owner of such Unit shall not be liable for any claims, damages, or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board or the Association, if any, shall be limited to his/her proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his/her Unit or caused by his/her own conduct. Before conveying a Unit, the Developer shall record or furnish purchaser releases of all liens affecting that Unit and its Common Elements interest which the purchaser does not expressly agree to take subject to or assume, or the Developer shall provide a surety bond or substitute collateral for or insurance against such liens. After conveyance of such Unit, no mechanic's lien shall be created against such Unit or its Common Element interest by reason of any subsequent contract by the Developer to improve or make additions to the Property.

If, as a result of work expressly authorized by the Board, a mechanic's lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it and consented thereto and shall be liable for the payment of his/her Unit's proportionate share of any due and payable indebtedness.

## 32. Damage or Destruction and Restoration of Buildings:

(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 the Declaration, and from the provisions of the Act as therein provided, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or 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 "A", after first paying out of the share of each Unit Owner the amount of any unpaid liens on his/her Unit, in the order of the priority of such liens.

### (b) **Insufficient Insurance.**

(1) If the insurance proceeds are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provisions for reconstruction of the Building within one hundred and eighty (180) days from the date of damage or destruction, the Board of Directors may record a notice setting forth such facts and upon the recording of such notice:

(a) the Property shall be deemed to be owned in common by the Unit Owners;



# UNOFFICIAL COPY

- (b) 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;
- (c) 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
- (d) 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 of 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.
- (2) In the case of damage or other destruction in which fewer than fifty (50%) percent of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than seventy-five (75%) percent 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 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.
- (3) In the case of damage or other destruction if the insurance proceeds are insufficient to reconstruct the portion of the property affected, upon the affirmative vote of not fewer than seventy-five (75%) percent 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 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 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 therein. Any proceeds

# UNOFFICIAL COPY

available from the withdrawal of any Limited Common Elements, will be distributed in accordance with the interest of those entitled to their use.

(c) 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.

33. Severability and Rule Against Perpetuities:

If any provision of this Declaration or the By-Laws shall be held invalid, it shall not affect the validity of the remainder of the Declaration and the By-Laws. If any provision of the Declaration or By-Laws would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, then such provision shall be deemed to remain in effect until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Mayor of the City of Chicago, and the incumbent President of the United States.

34. Garages.

(a) Attached as part of Exhibit "C" to the Original Declaration is a Plat of the Parcel showing the location thereof of certain Garages, for the storage of motor vehicles and each designated with a different number or symbol. If at any time, a Garage is not exclusively assigned to a Unit, the Board of Directors shall have exclusive right to grant to any Unit Owner the exclusive right, privilege or easement to use the unassigned Garage. Such exclusive right, privilege or easement shall constitute a Limited Common Element appurtenant to and pass with the title to the Unit to which appurtenant (and in no other manner) even though not expressly mentioned in the document passing title to the Unit. Such exclusive use and possession given a Unit Owner or Owners shall be subject to such rules and regulations as the Board may deem fit, including the requirement that such exclusive use and possession encompass the obligation to clean and maintain that portion of the Common Elements subject thereto as an expense of a Unit Owner rather than a Common Expense that may be assessed as determined by the Board.

(b) Any Unit Owner shall have the right to lease any Garage which he/she has the exclusive privilege to use pursuant to any of the terms of this Subparagraph to any other Unit Owner or Resident of any Woods Edge Association for such period and upon such terms as he/she deems appropriate. All leases must be in writing and a copy of such lease must be provided to the Association, through its Board of Directors, within ten (10) days of its execution.

(c) The Board of Directors shall keep a list of all Garages, the use of which have been granted to Unit Owners, and the Unit Owners to whom the use of such Garages has been granted.

(d) All Garages, the use of which have not been granted pursuant to this Subparagraph, may be used for such purposes, or such period of time, by such persons, and upon the payment of such charges as the Board from time to time determines.

(e) Any unassigned Garages may be leased by the Association to any Unit Owner or Resident of any Woods Edge Association or to Woods Edge I Condominium Association, Woods Edge II Condominium Association, or Woods Edge Homeowners Association.

# UNOFFICIAL COPY

(f) Garages, as Limited Common Elements, are assigned to certain Units as identified in Exhibit C attached hereto, and the exclusive use and enjoyment of the Garage shall follow the Unit to which it is assigned when ownership of the Unit transfers. An Owner wanting to transfer his/her rights in the Garage to another Unit Owner must follow the requirements of the Act, as to how to transfer Limited Common Elements. A Garage may only be only transferred to another Owner of Unit within Woods Edge III Condominium Association.

**END OF DOCUMENT**

Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

# UNOFFICIAL COPY

## EXHIBIT A UNIT ADDRESS & PERCENTAGE OF OWNERSHIP

Percentage	Address	PIN
0.956	11137A East Road	23222000661001
0.956	11137B East Road	23222000661002
0.968	11137C East Road	23222000661003
0.968	11137D East Road	23222000661004
0.940	11137E East Road	23222000661005
0.942	11137F East Road	23222000661006
0.956	11139A East Road	23222000661007
0.956	11139B East Road	23222000661008
0.968	11139C East Road	23222000661009
0.968	11139D East Road	23222000661010
0.940	11139E East Road	23222000661011
0.942	11139F East Road	23222000661012
1.05	11133A East Road	23222000661049
1.05	11133B East Road	23222000661050
1.061	11133C East Road	23222000661051
1.061	11133D East Road	23222000661052
1.061	11133E East Road	23222000661053
1.061	11133F East Road	23222000661054
1.05	11135A East Road	23222000661055
1.072	11135B East Road	23222000661056
1.061	11135C East Road	23222000661057
1.061	11135D East Road	23222000661058
1.061	11135E East Road	23222000661059
1.061	11135F East Road	23222000661060
1.067	11129A East Road	23222000661061
1.067	11129B East Road	23222000661062
1.065	11129C East Road	23222000661063
1.053	11129D East Road	23222000661064
1.065	11129E East Road	23222000661065
1.067	11129F East Road	23222000661066
1.067	11131A East Road	23222000661067
1.067	11131B East Road	23222000661068
1.065	11131C East Road	23222000661069
1.065	11131D East Road	23222000661070

## UNOFFICIAL COPY

1.065	11131E East Road	23222000661071
1.067	11131F East Road	23222000661072
1.081	9161A North Road	23222000661079
1.081	9161B North Road	23222000661080
1.081	9161C North Road	23222000661081
1.081	9161D North Road	23222000661082
1.081	9161E North Road	23222000661083
1.081	9161F North Road	23222000661084
1.081	11130A East Road	23222000661076
1.081	11130B East Road	23222000661077
1.109	11130C East Road	23222000661078
1.081	11130D East Road	23222000661079
1.081	11130E East Road	23222000661080
1.081	11130F East Road	23222000661081
1.1	9165A North Road	23222000661091
1.11	9165B North Road	23222000661092
1.11	9165C North Road	23222000661093
1.11	9165D North Road	23222000661094
1.11	9165E North Road	23222000661095
1.11	9165F North Road	23222000661096
1.1	9163A Center Road	23222000661085
1.11	9163B Center Road	23222000661086
1.11	9163C Center Road	23222000661087
1.11	9163D Center Road	23222000661088
1.11	9163E Center Road	23222000661089
1.11	9163F Center Road	23222000661090
1.044	11137A NW Road	23222000661025
0.900	11137B NW Road	23222000661026
1.059	11137C NW Road	23222000661027
1.021	11137D NW Road	23222000661028
1.029	11137E NW Road	23222000661029
0.993	11137F NW Road	23222000661030
0.974	11139A NW Road	23222000661097
1.154	11139B NW Road	23222000661032
1.057	11139C NW Road	23222000661098
1.058	11139D NW Road	23222000661034
0.992	11139E NW Road	23222000661035

# UNOFFICIAL COPY

1.029	11139F NW Road	23222000661036
1.027	11136A Center Road	23222000661037
1.039	11136B Center Road	23222000661038
1.039	11136C Center Road	23222000661039
1.045	11136D Center Road	23222000661040
1.039	11136E Center Road	23222000661041
1.045	11136F Center Road	23222000661042
1.039	11138A Center Road	23222000661043
1.069	11138B Center Road	23222000661044
1.045	11138C Center Road	23222000661045
1.039	11138D Center Road	23222000661046
1.045	11138E Center Road	23222000661047
1.039	11138F Center Road	23222000661048
1.009	11141A NW Road	23222000661013
0.974	11141B NW Road	23222000661014
1.025	11141C NW Road	23222000661015
0.988	11141D NW Road	23222000661016
0.995	11141E NW Road	23222000661017
0.959	11141F NW Road	23222000661018
0.974	11143A NW Road	23222000661019
1.024	11143B NW Road	23222000661020
0.988	11143C NW Road	23222000661021
1.025	11143D NW Road	23222000661022
0.974	11143E NW Road	23222000661023
0.995	11143F NW Road	23222000661024

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

THAT PART OF LOT A IN MC GRATH AND AHERN SUBDIVISION OF PART OF THE NORTH ½ OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF KEAN AVENUE AND THE NORTH LINE OF SAID LOTA; THENCE NORTH 89 DEGREES 54 MINUTES 30 SECONDS EAST 238.89 FEET ALONG THE NORTH LINE OF SAID LOT A TO A CORNER OF SAID LOT; THENCE SOUTH 0 DEGREES 05 MINUTES 30 SECONDS EAST 3.60 FEET ALONG A LINE ON SAID LOT A TO A CORNER ON SAID LOT; THENCE NORTH 89 DEGREES 54 MINUTES 30 SECONDS EAST 209.54 FEET ALONG THE NORTH LINE OF SAID LOT A TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE SOUTH 20 DEGREES 05 MINUTES 30 SECONDS EAST 250.14 FEET; THENCE SOUTH 69 DEGREES 54 MINUTES 30 SECONDS WEST 134.00 FEET; THENCE SOUTH 20 DEGREES 05 MINUTES 30 SECONDS EAST 173.85 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY 63.08 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 144.00 FEET: WHOSE CHORD BEARS SOUTH 32 DEGREES 38 MINUTES 30 SECONDS EAST TO A POINT OF TANGENCY; THENCE SOUTH 45 DEGREES 11 MINUTES 30 SECONDS EAST 26.57 FEET; THENCE SOUTH 69 DEGREES 54 MINUTES 30 SECONDS WEST 168.21 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF THE AFORESAID LOT A, AT A POINT ON SAID EAST LINE 212.00 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT A; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 532.00 FEET ALONG SAID PERPENDICULAR LINE TO THE EAST LINE OF SAID LOT A; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 574.14 FEET ALONG THE EAST LINE OF SAID LOT A TO THE NORTH EAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST 446.52 FEET ALONG THE NORTH LINE OF SAID LOT A TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM:

BUILDING 16:

THAT PART OF LOT A IN MC GRATH AND AHERN SUBDIVISION OF PART OF THE NORTH ½ OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF LOT A; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 567.89 FEET ALONG THE EAST LINE OF SAID LOT A TO A POINT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THENCE CONTINUANT SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 73.92 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS

# UNOFFICIAL COPY

EAST FOR A DISTANCE. OF' 110.00 FEET; THENCE. NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 73.92 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE. OF' 110. 00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

## BUILDING 21:

COMMENCING AT THE NORTH EAST CORNER OF LOT A IN MC GRATH AND AHERN SUBDIVISION; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT A FOR A DISTANCE OF' 446.52 FEET TO A POINT; THENCE SOUTH 20 DEGREES 05 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 250.14 FEET TO A POINT; THENCE SOUTH 69 DEGREES 54 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 14.08 FEET TO A POINT; THENCE SOUTH 20 DEGREES 05 MINUTES 30 SECONDS EAST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF' 47.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20 DEGREES 16 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 110.00 FEET TO A POINT; THENCE SOUTH 69 DEGREES 43 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 73.92 FEET TO A POINT; THENCE NORTH 20 DEGREES 16 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 110.00 FEET TO A POINT; THENCE NORTH 69 DEGREES 43 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 73. 9 2 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

## BUILDING 23:

COMMENCING AT THE NORTH EAST CORNER OF LOT A IN MC GRATH AND AHERN SUBDIVISION; THENCE DUE SOUTH ALONG THE EAST LINE OF SAID LOT A FOR A DISTANCE OF 574.14 FEET TO A POINT; THENCE DUE WEST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 182.07 FEET TO A POINT; THENCE DUE NORTH AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 182. 07 FEET TO A POINT; THENCE DUE NORTH AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 45.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES 30 SECONDS 22 MINUTES WEST FOR A DISTANCE OF 110. 00 FEET TO A POINT; THENCE NORTH 4 DEGREES 29 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 73. 92 FEET TO A POINT; THENCE NORTH 85 DEGREES 30 SECONDS 22 MINUTES EAST FOR A DISTANCE OF 110.00 FEET TO A POINT; THENCE SOUTH 4 DEGREES 29 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 73. 92 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

## GARAGES 174-176:

COMMENCING AT THE NORTH EAST CORNER OF LOT A IN MC GRATH AND AHERN SUBDIVISION; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT A FOR A DISTANCE OF 446.2 FEET TO A POINT; THENCE SOUTH 20 DEGREES 05 MINUTES 30 SECONDS EAST FOR A DISTANCE OF



# UNOFFICIAL COPY

250.14 FEET TO A POINT; THENCE SOUTH 69 DEGREES 54 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 64.01 FEET TO A POINT; THENCE SOUTH 20 DEGREES 05 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 10.72 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20 DEGREES 16 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE NORTH 69 DEGREES 43 MINUTES 40 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 37.00 FEET TO A POINT; THENCE NORTH 20 DEGREES 16 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE SOUTH 69 DEGREES 43 MINUTES 40 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 37.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

GARAGES 177-181:

COMMENCING AT THE NORTH EAST CORNER OF LOT A IN MC GRATH AND AHERN SUBDIVISION; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT A FOR A DISTANCE OF 446.52 FEET TO A POINT; THENCE SOUTH 20 DEGREES 05 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 250.14 FEET TO A POINT; THENCE SOUTH 69 DEGREES 54 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 134.00 FEET TO A POINT; THENCE SOUTH 20 DEGREES 05 MINUTES 30 SECONDS EAST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 32.06 FEET TO A POINT; THENCE NORTH 69 DEGREES 54 MINUTES 0 SECONDS EAST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 8.82 FEET TO THE POINT OF BEGINNING; THENCE NORTH 69 DEGREES 43 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE SOUTH 20 DEGREES 16 MINUTES 20 SECONDS EAST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 59.00 FEET TO A POINT; THENCE SOUTH 69 DEGREES 43 MINUTES 40 SECONDS WEST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE NORTH 20 DEGREES 16 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 59.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS

GARAGES 182-185:

COMMENCING AT THE NORTH EAST CORNER OF LOT A IN MG GRATH AND AHERN SUBDIVISION; THENCE DUE SOUTH ALONG THE EAST LINE OF SAID LOT A FOR A DISTANCE OF 574.14 FEET TO A POINT; THENCE DUE WEST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 296.30 FEET TO A POINT; THENCE DUE NORTH AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 27.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 26 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 48.00 FEET TO A POINT; THENCE SOUTH 45 DEGREES 33 MINUTES 23 SECONDS WEST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE SOUTH 44 DEGREES 26 MINUTES 37 SECONDS EAST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 48.00 FEET TO A POINT; THENCE NORTH 45 DEGREES

# UNOFFICIAL COPY

33 MINUTES 23 SECONDS EAST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## GARAGES 186-199:

COMMENCING AT THE NORTH EAST CORNER OF LOT A IN MC GRATH AND AHERN SUBDIVISION; THENCE DUE SOUTH ALONG THE EAST LINE OF SAID LOT A FOR A DISTANCE OF 574.14 FEET TO A POINT; THENCE DUE WEST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 148.03 FEET TO A POINT; THENCE DUE NORTH AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 33.75 FEET TO THE POINT OF BEGINNING; THENCE DUE NORTH ALONG A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 59.00 FEET TO A POINT; THENCE DUE WEST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE DUE SOUTH AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 56.58 FEET TO A POINT; THENCE SOUTH 85 DEGREES 38 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 100.85 FEET TO A POINT; THENCE SOUTH 4 DEGREES 21 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE NORTH 85 DEGREES 38 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 104.00 FEET TO A POINT; THENCE NORTH 4 DEGREES 21 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 22.34 FEET TO A POINT; THENCE DUE EAST FOR A DISTANCE OF 21.66 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## GARAGES 200-206:

COMMENCING AT THE NORTH EAST CORNER OF LOT A IN MC GRATH AND AHERN SUBDIVISION; THENCE DUE SOUTH ALONG THE EAST LINE OF SAID LOT A FOR A DISTANCE OF 388.39 FEET TO A POINT; THENCE DUE WEST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 148.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE DUE SOUTH AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 81.00 FEET TO A POINT; THENCE DUE EAST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE DUE NORTH AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 81.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## GARAGES 207-213:

COMMENCING AT THE NORTH EAST CORNER OF LOT A IN MC GRATH AND AHERN SUBDIVISION; THENCE DUE SOUTH ALONG THE EAST LINE OF SAID LOT A FOR A DISTANCE OF 434.69 FEET TO A POINT; THENCE DUE WEST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE OF 9.96 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 82.00 FEET TO A POINT; THENCE DUE NORTH AT

# UNOFFICIAL COPY

RIGHT ANGLES TO  $m$ : PREVIOUS COURSE FOR A DISTANCE OF 25.00 FEET;  
 THENCE DUE EAST AT RIGHT ANGLES TO THE PREVIOUS COURSE FOR A DISTANCE  
 OF 82.00 FEET TO A POINT; THENCE DUE SOUTH AT RIGHT ANGLES TO THE  
 PREVIOUS COURSE FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING,  
 ALL IN COOK COUNTY, ILLINOIS.

GARAGES 221-225:

COMMENCING AT THE NORTH EAST CORNER OF LOT A; THENCE SOUTH 0 DEGREES  
 00 MINUTES 00 SECONDS WEST 339.09 FEET ALONG THE EAST LINE OF SAID LOT A  
 TO A POINT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 148.03  
 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF  
 LAND; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST  
 25.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 60.00  
 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 25.00 FEET;  
 THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 60.00 FEET TO THE  
 HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS,

GARAGES 228-232 AND PART OF 227:

COMMENCING AT THE NORTH EAST CORNER OF LOT A IN MC GRATH AND AHERN  
 SUBDIVISION; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST ALONG  
 THE NORTH LINE OF SAID LOT A FOR A DISTANCE OF 446.52 FEET TO A POINT;  
 THENCE SOUTH 20 DEGREES 05 MINUTES 30 SECONDS EAST FOR A DISTANCE OF  
 225.49 FEET TO THE POINT OF BEGINNING, THENCE DUE EAST FOR A DISTANCE  
 OF 69.09 FEET TO A POINT; THENCE DUE SOUTH FOR A DISTANCE OF 25.00 FEET  
 TO A POINT; THENCE DUE WEST FOR A DISTANCE OF 65.69 FEET TO A POINT;  
 THENCE NORTH 69 DEGREES 54 MINUTES 30 SECONDS EAST FOR A DISTANCE OF  
 5.40 FEET TO A POINT; THENCE NORTH 20 DEGREES 05 MINUTES 30 SECONDS  
 WEST FOR A DISTANCE OF 24.65 FEET TO THE POINT OF BEGINNING, ALL IN  
 COOK COUNTY, ILLINOIS

# UNOFFICIAL COPY

**EXHIBIT B**  
**BY-LAWS**  
**WOODS EDGE III**  
**CONDOMINIUM**

**ARTICLE ONE**  
**Condominium Plan**

- 1.1 The Property located in City of Palos Hills, Cook County, Illinois, known as the Woods Edge III Condominium ("Association"), an Illinois not-for-profit corporation, is subject by Amended and Restated Declaration of Condominium Ownership, to which these By-Laws are attached as an Exhibit, to the Condominium Property Act of the State of Illinois and all applicable Illinois law.
- 1.2 For definition of terms refer to Section 1 of the Amended and Restated Declaration of Condominium Ownership.
- 1.3 The provisions of these By-Laws are applicable to the Association.
- 1.4 All present and future Unit Owners and all invitees, guests, occupants and pets of the Unit Owner are subject to the provisions of the Amended and Restated Declaration, and these By-Laws. The mere acquisition or rental of any Unit or mere occupancy of any Unit shall signify that the Amended and Restated Declaration and these By-Laws are accepted and ratified and will be complied with.

**ARTICLE TWO**  
**Board of Directors**

- 2.1 The Board of Directors shall have not less than three (3) but no more than five (5) members. In all elections for members of the Board, each Voting Member shall have a vote as provided in Section 4.2 below for each member of the Board to be elected and the candidates receiving the highest number of votes of the Voting Members present at the meeting, calculated in accordance with said Section 4.2 below, shall be deemed to be elected. A majority of the total number of members on the Board shall constitute a quorum. At each annual meeting, members shall be elected to terms of two (2) years. 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 Board members at any annual or special meeting, provided that such number shall not be less than three (3) or more than five (5) and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Voting Members having two-thirds (2/3) of the total votes. Vacancies in the Board shall be filled by the remaining members of the Board by two-thirds (2/3) vote until the next annual meeting of Members or for a period terminating no later than thirty(30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the

# UNOFFICIAL COPY

Association requesting a meeting of the Members to fill the vacancy for the balance of the term, and that a meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting. Except as otherwise provided in the By-Laws, the Property shall be managed by the Board and the Board shall act by majority vote of those present at meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt and Illinois law.

- 2.2 The Board shall elect from among its members a President who shall preside over both its meetings and those of the Members, a Vice President who shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act, and such other duties as the Board shall appoint; a Secretary who shall keep the minutes of all meetings of the Board and of the Members and who shall, in general, perform all the 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.
- 2.3 Any Board Member may be removed from the Board by two-thirds (2/3) affirmative vote of the Voting Members at any special meeting called for that purpose. Any Director whose removal has been proposed by the Voting Members shall be given an opportunity to be heard at the meeting. A successor to fill the unexpired term of a Board Member removed may be elected by the Voting Members at the same meeting or any subsequent meeting called for that purpose or such vacancy may be filled by the remaining members of the Board.
- 2.4 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 from time to time as shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice President and countersigned by the Secretary or the Treasurer of the Board.
- 2.5 Regular meetings of the Board may be held at such time and place as shall be determined from time to time, by a majority of the Directors, provided that not less than four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone, or acceptable technological means so long as the Director has consented to receipt of notice in this manner, at least forty-eight (48) hours prior to the day named for such meeting.
- 2.6 Special meetings of the Board may be called by the President or twenty-five percent (25%) of the members of the Board on forty-eight (48) hours' notice to each Director and member, given personally by mail, telephone or by other acceptable technological means if so consented to by the member, which notice shall state the time, place and purpose of the meeting.

# UNOFFICIAL COPY

- 2.7 Before or at any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of lack of notice by him/her of the time and place thereof.

## ARTICLE THREE

### General Powers of the Board of Directors

- 3.1 The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Members. The Board shall have the following additional powers and duties:
- (a) Engage the services of a manager or managing agent, who shall manage and operate the Property for all the Unit Owners upon such terms and with such authority as the Board may approve.
  - (b) Formulate policies for the administration, management and operation of the Property.
  - (c) Adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations and the meeting shall conform to the requirements of the Condominium Property Act, except that no quorum is required at the meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a Unit.
  - (d) Provide for any construction alteration, installation, maintenance, repair, painting and replacement for which the Board is responsible under the Amended and Restated Declaration and By-Laws and for such purposes to enter and to authorize entry into any Unit and/or Limited Common Elements, causing as little inconvenience to the Unit Owners as practicable and repairing any damage caused by any such entry and such expense shall be a Common Expense.
  - (e) Provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for

# UNOFFICIAL COPY

the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent).

- (f) Estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses as hereinafter provided.
- (g) Pay as a common expense the following:
  - (i) water, waste removal, electricity and telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units;
  - (ii) the services of a manager or managing agent or any other person or firm by the Board;
  - (iii) payment for the maintenance, repair and replacement of the Common Elements; and
  - (iv) individual Unit Owners applicable share of expenses of the Woods Edge Homeowner's Association.
- (h) Bid for and purchase a Unit Ownership at a sale pursuant to a mortgage foreclosure, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than two-thirds (2/3) in the aggregate in interest of the undivided ownership of the Common Elements;
- (i) To exercise all other powers and duties of the Board of Directors of Unit Owners as a group referred to in the Amended and Restated Declaration, these By-Laws or the Condominium Property Act of the State of Illinois.

3.2 In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board shall be responsible for the following:

- (a) care and upkeep of the Property and the Common Elements;
- (b) collection of monthly assessments from the Owners; and
- (c) designation and dismissal of the personnel necessary for the maintenance and operation of the Property and the Common Elements.

# UNOFFICIAL COPY

- 3.3 The Board of Directors, or its authorized agent, shall have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units.

## ARTICLE FOUR

### Members

#### (Unit Owners)

- 4.1 The direction and administration of the Property shall be vested in the Board of Directors (the "Board"), consisting of at least three (3) but no more than five (5) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners who resides within the Association, 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 employee of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, who resides within the Association, shall be eligible to serve as a member of the Board.
- 4.2 There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners where a vote of the membership is taken. Such person shall be known (and hereinafter referred to) as a "Voting Member." Such Voting Member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his/her or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by the actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the one Owner or Owners. Any and all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member either in person or by proxy. The total number of votes of all Voting Members shall be 100%, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his/her or their Unit Ownership as set forth in Exhibit A to the Amended and Restated Declaration.
- 4.3 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 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 or other percentage as may be required of the total votes present at such meeting.
- 4.4 There shall be an annual meeting of the Voting Members on November 15<sup>th</sup> or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be



# UNOFFICIAL COPY

designated by written notice of the Board delivered to the Voting Members not less than ten (10) days or more than thirty (30) days' prior to the date fixed for said meeting.

- 4.5 Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of the Amended and Restated Declaration, require the approval of all or some of the Voting Members, including but not limited to the election of members of the Board, approval of amendments to the Amended and Restated Declaration and/or By-Laws, removal of a Board Member, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, 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 and no more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.
- 4.6 Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote at such meetings, addressed to each such person at the address given by him/her to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board. Notice may also be given pursuant to any acceptable technological means, so long as notice in that manner has been consented to by the Unit Owner.

## ARTICLE FIVE

### Assessments - Maintenance Fund

- 5.1 Each year on or before November 15th, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services together with a reserve for deficiencies which may result from the non-payment of assessments of the Woods Edge Homeowners' Association and such reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and each Unit Owner shall receive, at least twenty-five (25) days prior to the adoption thereof by the Board of Directors, a copy of the proposed annual budget together with an indication of which portions are intended for Reserves, capital expenditures or repairs or payments of real estate taxes together with each Unit Owner's proportionate share of the assessment due to the Woods Edge Homeowner's Association. All Owners are obligated to pay monthly assessments imposed by the Association to meet all projected Common Expenses, which shall include insurance premiums for a liability insurance policy or policies and insurance premiums for a fire and extended coverage insurance policy or policies. 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. Said "estimated cash requirement" 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 A attached to the Amended and Restated Declaration. On or before the first of each and every month of said year, each Unit Owner shall be obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the

# UNOFFICIAL COPY

assessment made pursuant to this paragraph. If an adopted budget or any separate assessment payable in the current fiscal year exceeds 115% of the sum of all regular and separate assessments, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action, the Board shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment and unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified. No separate assessment for expenditures relating to emergencies or mandated by law are subject to Unit Owner approval or rejection. An "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners. Assessments for additions or alterations to the Common Elements or to Association-owned property not included in the adopted annual budget shall be separately assessed and are subject to the approval of two-thirds (2/3) of the total votes of all Unit Owners. The Board may adopt separate assessments payable over more than one (1) fiscal year. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions were for Reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus Reserves. The Board has the authority, in its discretion, to dispose of the surplus in one or more of the following ways: (i) contribute the surplus to the Association's Reserve fund; (ii) return the surplus to the Unit Owners as a credit against remaining monthly assessments for the current fiscal year; (iii) return the surplus to the Unit Owners in the form of a direct payment to the Unit Owners; or (iv) maintain the funds in the operating account, in which case the funds shall be applied as a credit when calculating the following year's annual budget. If the fiscal year ends in a deficit, the Board has the authority, in its discretion, to address the deficit by incorporating it into the following year's annual budget. If twenty (20%) of the Unit Owners deliver a petition objecting to how the surplus or deficit are handled, within thirty (30) days after notice to the Unit Owners of the action, the Board shall call a meeting of the Unit Owners within thirty (30) days of the date of the delivery of the petition. At the meeting, the Unit Owners may vote to select a different option than the option selected by the Board. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the Board's selection and select a different option, the Board's decision is ratified.

- 5.2 The Board shall build up and maintain a reasonable Reserve for contingencies and replacements. Such Reserve shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owners' percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the next monthly maintenance payment which is due no more than

# UNOFFICIAL COPY

ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

- 5.3 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 continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due no more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.
- 5.4 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, in compliance with the terms of the Condominium Property Act and applicable Illinois law. 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.
- 5.5 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 "A" to the Amended and Restated Declaration.
- 5.6 Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Units shall be assessed to such Unit.
- 5.7 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 therefore, or to obtain possession of the Unit 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, late fees, costs incurred by the Association as a result of its management company's efforts to collect unpaid assessments, and reasonable attorneys' fees and costs. To the extent permitted by any decision or any statute or law now or hereinafter 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 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. Subject to the provisions of the

# UNOFFICIAL COPY

Amended and Restated Declaration, said lien shall take effect and be in force when and as provided in the Condominium Property Act of Illinois. In addition to the foregoing, the Board and its agents shall have such other rights and remedies to enforce such collection as 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 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 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 the 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, now known as The Eviction Act, and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.

- 5.8 No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of his/her Unit.

## ARTICLE SIX General Provisions

The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his/her own Unit.

## ARTICLE SEVEN 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 votes, provided however, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Condominium Property Act. Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

## ARTICLE EIGHT Mortgages

- 8.1 Within 15 days of recording a mortgage or trust deed against a Unit Ownership given by the Owner of that Unit to secure a debt, the Owner shall notify the Association through the

# UNOFFICIAL COPY

managing agent, if any, or the President of the Association in the event there is no managing agent, the identity of the lender together with a mailing address at which the lender can receive notices from the Association. If a Unit Owner fails or refuses to inform the Board as required under this subsection then that Unit Owner shall be liable to the Association for all costs, expenses and reasonable attorneys' fees and such other damages, if any, incurred by the Association as a result of such failure or refusal.

- 8.2 The Association shall at the request of a mortgagee of a Unit report any unpaid assessments due from the Owner of such Unit.

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

**UNOFFICIAL COPY****EXHIBIT C****GARAGE NUMBER****UNIT ADDRESS**

174	11137A NW Road
175	11139C NW Road
176	11139F NW Road
177	11139D NW Road
178	11139E NW Road
179	11139C NW Road
180	11139B NW Road
181	11139A NW Road
182	11141A NW Road
183	11141B NW Road
184	11141C NW Road
185	11141D NW Road
186	11141E NW Road
187	11141F NW Road
188	11143E NW Road
189	11139F East Road
190	11139E East Road
191	11139D East Road
192	11139C East Road
193	11139B East Road
194	11139A East Road
195	11143A NW Road
196	11143B NW Road
197	11143C NW Road
198	11143D NW Road
199	11139F East Road
200	11143F NW Road
201	11143F NW Road
202	11131D East Road
203	11134 NW Road
204	11136D NW Road
205	11135D East Road
206	11131D East Road
207	11137F East Road
208	11137E East Road
209	11137D East Road
210	11137C East Road
211	11137B East Road
212	11137B East Road
213	11137A East Road
214	
215	11135F East Road
216	11135E East Road

# UNOFFICIAL COPY

217	11135B East Road
218	11135A East Road
219	11138D Center Road
220	11138C Center Road
221	11138A Center Road
222	11138B Center Road
223	11141B NW Road
224	11138E Center Road
225	11138F Center Road
226	
227	
228	11137B NW Road
229	11137C NW Road
230	11137D NW Road
231	11137F NW Road
232	11137E NW Road
233	11136F Center Road
234	11136B Center Road
235	11136A Center Road
236	11136D Center Road
237	11136C Center Road
238	11133B East Road
239	11136E Center Road
240	11135C East Road
241	
242	11131F East Road
243	11133E East Road
244	11132F East Road
245	11133C East Road
246	11133D East Road
247	11133A East Road
248	11131D East Road
249	11131E East Road
250	11130B East Road
251	11129B East Road
252	9163A Center Road
253	9163B Center Road
254	9163C Center Road
255	
256	9163D Center Road
257	9163 E Center Road
258	9163F Center Road
259	9165F North Road
260	9165E North Road
261	9165D North Road

# UNOFFICIAL COPY

262	9165C North Road
263	9165B North Road
264	9165A North Road
265	9161A North Road
266	9161B North Road
267	9161C North Road
268	9161D North Road
269	9161E North Road
270	9161F North Road
271	11130A East Road
272	11130B East Road
273	11130D East Road
274	11130C East Road
275	11130E East Road
276	11130F East Road
277	11129F East Road
278	11133A East Road
279	
280	9161D North Road
281	9161F North Road
282	11130F NW Road
283	11133D East Road
284	11131B East Road
285	11131A East Road
286	11131C East Road
287	11129C East Road
288	11129D East Road
289	11129E East Road
290	11129A East Road

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## CERTIFICATION

We, the undersigned, as Board Members of the Woods Edge III Condominium Association do hereby authenticate the Ballots received and further certify that the required percentage of unit owner approval to adopt the Amended and Restated Declaration was obtained.

*Linda Ann Kwak*

\_\_\_\_\_  
PRESIDENT, Linda Ann Kwak

*11-6-2019*

\_\_\_\_\_  
DATE

*Jennifer Cichocki*  
\_\_\_\_\_  
SECRETARY, Jennifer Cichocki

*11-06-2019*

\_\_\_\_\_  
DATE

*Carol Hammond*  
\_\_\_\_\_  
TREASURER, Carol Hammond

*11.18.2019*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Property of COOK County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

We, the undersigned, as Members of the Board of Directors of the Woods Edge III Condominium Association established by the aforesaid Declaration, by our signatures below do hereby acknowledge and execute the foregoing Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Woods Edge III Condominium Association.

EXECUTED this 6th day of November, 2019.

Linda Ann Kwak  
PRESIDENT, Linda Ann Kwak

\_\_\_\_\_  
VICE PRESIDENT

Jennifer Cichocki  
SECRETARY, Jennifer Cichocki

Carol Hammond  
TREASURER, Carol Hammond

\_\_\_\_\_  
BOARD MEMBER

\_\_\_\_\_  
BOARD MEMBER

\_\_\_\_\_  
BOARD MEMBER

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**  
WOODS EDGE II CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

Abornia

A. I (we), [Signature] and [Signature]  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 1113 1/2 East RD, Palos Hills,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 7, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge II Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
 FOR the Woods Edge II Amended and Restated Declaration  
 AGAINST the Woods Edge II Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 25 day of Aug, 2019  
by signing below.

[Signature]  
OWNER

\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

First Secure Bank & Trust  
Name

1603256  
Account #

10360 S. Roberts Road  
Address

Palos Hills, IL 60465  
City, State, Zip code

                     I do not have a mortgage on my unit at Woods Edge

**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), Marko Akrap and Ljubica Akrap am (are) owners of a unit in the Woods Edge III Condominium Association, Inc. commonly known by the street address of 9163 Center Rd #C, Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_ to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any adjournment thereof, to vote on the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-laws in connection with the Woods Edge III Condominium Association, Palos Hills, Illinois. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

FOR the Woods Edge III Amended and Restated Declaration  
 AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 2 day of May, 2019 by signing below.

PLEASE BRING to meeting on May 8<sup>th</sup> OR return by mail, email or to clubhouse by May 8<sup>th</sup>.

Marko Akrap  
OWNER

Ljubica Akrap  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address and account number for any mortgage or other lien holder for your unit at Woods Edge.

Chase  
Name

.....9350  
Account #

Address

Chicago, IL  
City, State, Zip code

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, E and D)

UNOFFICIAL COPY

A. I (we), Rasa Aleciuina and Rolandas Kargelis am (are) owners of a unit in the Woods Edge III Condominium Association, Inc. commonly known by the street address of 11141 Northwest rd. Unit F Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_ to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any adjournment thereof, to vote on the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-laws in connection with the Woods Edge III Condominium Association, Palos Hills, Illinois. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

Yes FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 1<sup>st</sup> day of Aug, 2019 by signing below.

Rasa Aleciuina  
OWNER

Rolandas Kargelis  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address and account number for any mortgage or other lien holder for your unit at Woods Edge.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), JOANN Amerio and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 91615 NORTH RD.,  
Palos Hills, Illinois.

~~B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise~~

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:

FOR the Woods Edge III Amended and Restated Declaration  
 AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 7<sup>th</sup> day of JUNE, 2019  
by signing below.

PLEASE SIGN FORM AND RETURN BY  
MAIL, E-MAIL OR TO CLUBHOUSE  
BY WEDNESDAY, JUNE 12th

Joann Amerio  
OWNER

\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

N/A  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code

**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

- A. I (we), Margareta & Justina Bielski and Wojciech Kmiot & Ashley Butler, am (are) owners of a unit in the Woods Edge III Condominium Association, Inc. commonly known by the street address of 11136B CENTER RD, Palos Hills, Illinois.
- ~~B. I (we) hereby constitute and appoint \_\_\_\_\_ to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any adjournment thereof, to vote on the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-laws in connection with the Woods Edge III Condominium Association, Palos Hills, Illinois. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.~~
- C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:  
 FOR the Woods Edge III Amended and Restated Declaration  
 AGAINST the Woods Edge III Amended and Restated Declaration
- D. In witness whereof, I have executed this proxy on the 15<sup>TH</sup> day of APRIL, 2019 by signing below.

John Paw Bielski  
OWNER  
Margareta Bielski  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address and account number for any mortgage or other lien holder for your unit at Woods Edge.

_____	_____
Name	Account #
_____	_____
Address	City, State, Zip code

\_\_\_\_\_ I do not have a mortgage on my unit at Woods Edge

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.

(Complete Sections A, C and D OR A, B and D)

A. I (we), Mike Broski and Monika Broski  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 1143 Northwest Rd Apt D,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:

X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 25<sup>th</sup> day of May 2019  
by signing below.

PLEASE BRING to meeting  
on May 8<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>.

[Signature]  
OWNER  
[Signature]  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code





**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), MONIKA & MIKE BROWSKI and EUBIETA NIKOLAJUK  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11143 Northwest Rd Unit D,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
  X   FOR the Woods Edge III Amended and Restated Declaration  
       AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 25<sup>th</sup> day of May 2019  
by signing below.

Monika Broski  
OWNER

Eubieta Nikolajuk  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code

# UNOFFICIAL COPY

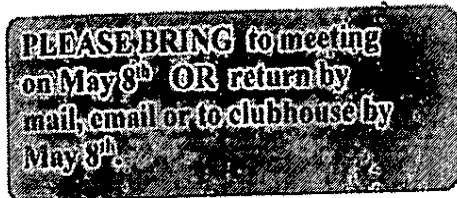
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), MONIKA BUDYN and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11133F East Road,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 18 day of April, 2019  
by signing below.



Monika Budyn  
OWNER  
\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address and account number for any mortgage or other lien holder for your unit at Woods Edge.

LOOMS FEDERAL  
Name

0111007290  
Account #

6350 W. 63rd Street  
Address

Chicago IL 60638  
City, State, Zip code

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.

(Complete Sections A, C and D OR A, B and D)

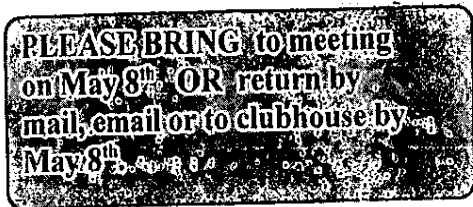
A. I (we), Jennifer Cichorin and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11135 East Rd #C  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:

FOR the Woods Edge III Amended and Restated Declaration  
 AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 8 day of May, 2019  
by signing below.



Jennifer Cichorin  
OWNER  
\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address and account number for any mortgage or other lien holder for your unit at Woods Edge.

Chase Bank  
Name Mail Code OH4-7399  
P.O. Box 182613  
Address Columbus OH  
43218

1621788898  
Account #  
Columbus, OH 43218  
City, State, Zip code

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), MARCIN CIEJEK and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11133 EAST RD, UNIT E,  
Palos Hills, Illinois.

~~B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.~~

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 3 day of July 2019  
by signing below.

PLEASE SIGN FORM AND RETURN BY  
MAIL, E-MAIL OR TO CLUBHOUSE  
BY WEDNESDAY, JUNE 12th

[Signature]  
OWNER

\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

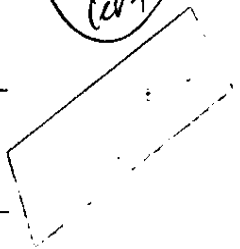
took into  
offices  
cert

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code



# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), William T. Costello and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11135 East Road, Apt. A  
Palos Hills, Illinois.

~~B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.~~

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
 FOR the Woods Edge III Amended and Restated Declaration  
 AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 12th day of June, 2019  
by signing below.

PLEASE SIGN FORM AND RETURN BY  
MAIL, E-MAIL OR TO CLUBHOUSE  
BY WEDNESDAY, JUNE 12th

William T. Costello  
OWNER  
\_\_\_\_\_  
OWNER

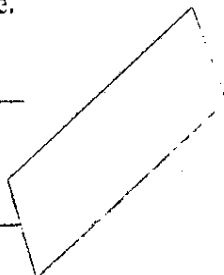
We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code



**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I ~~(we)~~, Kenneth J. Cusick and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11130-E East Rd.,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
 FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 30<sup>th</sup> day of April, 2019  
by signing below.

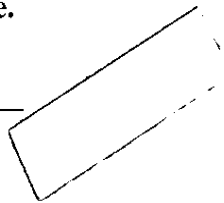
PLEASE BRING to meeting  
on May 8<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>.

Kenneth J. Cusick  
OWNER  
\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

No MORTGAGE  
Name  
\_\_\_\_\_  
Address

Account #  
\_\_\_\_\_  
City, State, Zip code



~~UNOFFICIAL COPY~~  
WOODS EDGE II CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

DePue

A. I (we), CHILTON DEPUE and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge II Condominium Association, Inc.  
commonly known by the street address of 9161A NORTH RD,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 7, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge II Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:

FOR the Woods Edge II Amended and Restated Declaration  
 AGAINST the Woods Edge II Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 18 day of Oct. 2019  
by signing below.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

UNITED LOANS FIRST ROAD  
" " 9161A N ROAD

321027434  
331 5790252

Name

Account #

USS WOODWARD

DETROIT MI 48226

Address

City, State, Zip code

\_\_\_\_\_  
I do not have a mortgage on my unit at Woods Edge

**UNOFFICIAL COPY**  
 WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
 (Complete Sections A, C and D OR A, B and D)

A. I (we), Ray DeVries and Sharon DeVries am (are) owners of a unit in the Woods Edge III Condominium Association, Inc. commonly known by the street address of 1131 East Royal D, Palos Hills, Illinois.

~~B. I (we) hereby constitute and appoint \_\_\_\_\_ to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any adjournment thereof, to vote on the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-laws in connection with the Woods Edge III Condominium Association, Palos Hills, Illinois. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.~~

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

X FOR the Woods Edge III Amended and Restated Declaration  
 \_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 11 day of June, 2019 by signing below.

PLEASE SIGN FORM AND RETURN BY  
 MAIL, E-MAIL OR TO CLUBHOUSE  
 BY WEDNESDAY, JUNE 12th

Ray DeVries  
 OWNER  
Sharon DeVries  
 OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address and account number for any mortgage or other lien holder for your unit at Woods Edge.

Name NDH  
 Address \_\_\_\_\_

Account # \_\_\_\_\_  
 City, State, Zip code \_\_\_\_\_



**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), MARY ELLEN DUNKIN and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11137 C, NORTHWEST RD,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 3<sup>rd</sup> day of May 2019  
by signing below.

PLEASE BRING to meeting  
on May 8<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>.

Mary Ellen Dunkin  
OWNER

\_\_\_\_\_  
OWNER

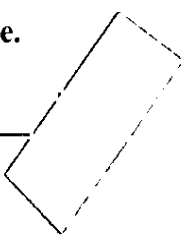
We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

No MORTGAGE  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code



# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

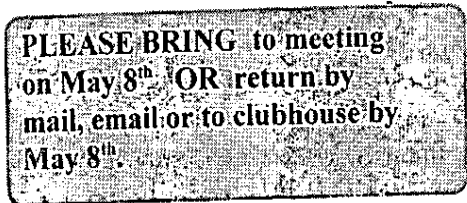
A. I (we), Gregory Einhorn and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11136 Center Rd Apt. F,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:

X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 8 day of MAY, 2019  
by signing below.



Gregory R. Einhorn  
OWNER

\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

MR COOPER  
Name

659320097  
Account #

PO Box 650783  
Address

DALLAS, TX 75265-0783  
City, State, Zip code

877-289-0500

**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), THERESE ERNST and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 9161 NORTH RD,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 29 day of APRIL 2019  
by signing below.

PLEASE BRING to meeting  
on May 8<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>.

Therese Ernst  
OWNER  
\_\_\_\_\_  
OWNER

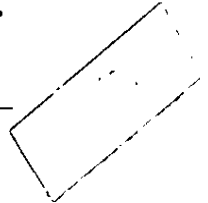
We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

N/A  
Name

Account #

Address

City, State, Zip code



# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.

(Complete Sections A, C and D OR A, B and D)

A. I (we), PATRICIA CLOUTIER and Robert GANAGAN  
 am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
 commonly known by the street address of 11138 Center Rd B,  
 Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
 to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
 adjournment thereof, to vote on the Amended and Restated Declaration of  
 Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
 in connection with the Woods Edge III Condominium Association, Palos Hills,  
 Illinois. My proxy is given full power to vote as if I were personally present, with all  
 the powers I possess including full power of substitution and revocation. My  
 presence at the special meeting will automatically revoke this proxy for the meeting  
 attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
 this proxy shall be tendered as a directed vote in the following manner:  
 FOR the Woods Edge III Amended and Restated Declaration  
 \_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 6 day of May, 2019  
 by signing below.

PLEASE BRING to meeting  
 on May 8<sup>th</sup> OR return by  
 mail, email or to clubhouse by  
 May 8<sup>th</sup>.

Patricia A Cloutier  
 OWNER  
Robert Gagan  
 OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
 and account number for any mortgage or other lien holder for your unit at Woods Edge.

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Account #

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State, Zip code

**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), Deana Salaszi-Valter and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11137 NORTHWEST RB, Unit A,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:

X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 8<sup>th</sup> day of May, 2019  
by signing below.

Deana Salaszi-Valter  
OWNER

\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code

X I do not have a mortgage on my unit at Woods Edge

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.

(Complete Sections A, C and D OR A, B and D)

A. I (we), A. Benemore and \_\_\_\_\_  
 am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
 commonly known by the street address of 11139 East Rd.,  
 Palos Hills, Illinois.

~~B. I (we) hereby constitute and appoint \_\_\_\_\_  
 to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
 adjournment thereof, to vote on the Amended and Restated Declaration of  
 Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
 in connection with the Woods Edge III Condominium Association, Palos Hills,  
 Illinois. My proxy is given full power to vote as if I were personally present, with all  
 the powers I possess including full power of substitution and revocation. My  
 presence at the special meeting will automatically revoke this proxy for the meeting  
 attended unless I indicate otherwise.~~

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
 this proxy shall be tendered as a directed vote in the following manner:  
 /  FOR the Woods Edge III Amended and Restated Declaration  
 \_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 5 day of June 2019  
 by signing below.

PLEASE SIGN FORM AND RETURN BY  
 MAIL, E-MAIL OR TO CLUBHOUSE  
 BY WEDNESDAY, JUNE 12th

Alberta Benemore  
 OWNER  
 \_\_\_\_\_  
 OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
 and account number for any mortgage or other lien holder for your unit at Woods Edge.

U.S. Bank  
 Name  
4801 FREDERICA ST.  
 Address

8400145339  
 Account #  
Owensboro Ky 42301  
 City, State, Zip code

**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

III

A. I (we), Charles Goodman and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11139D EAST RD,  
Palos Hills, Illinois.

~~B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.~~

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
✓ FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 7 day of June, 2019  
by signing below.

PLEASE SIGN FORM AND RETURN BY  
MAIL, E-MAIL OR TO CLUBHOUSE  
BY WEDNESDAY, JUNE 12th

Charles Goodman  
OWNER  
\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

Chase Bank  
Name

1839 746520  
Account #

1820 E Sky Harbor Circle  
Address South

Phoenix, AZ 85034  
City, State, Zip code

**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. We, Henry and Laverne Graefen, are owners of a unit in the Woods Edge III Condominium Association, Inc. commonly known by the street address of 11139C Northwest Rd, Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_ to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any adjournment thereof, to vote on the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-laws in connection with the Woods Edge III Condominium Association, Palos Hills, Illinois. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

  X   FOR the Woods Edge III Amended and Restated Declaration  
       AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 14<sup>th</sup> day of June 2019, 2019, by signing below.

Laverne Graefen  
OWNER  
Henry Graefen  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address and account number for any mortgage or other lien holder for your unit at Woods Edge.

\_\_\_\_\_  
Name Account #


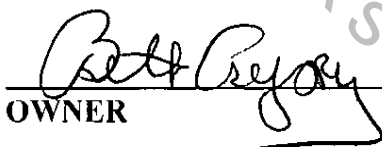
\_\_\_\_\_  
Address City, State, Zip code

  V   I do not have a mortgage on my unit at Woods Edge



**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

- A. I, Michael Gregory is an owner of a unit in the Woods Edge III Condominium Association, Inc. commonly known by the street address of 11130A East Rd, Palos Hills, Illinois.
- B. I (we) hereby constitute and appoint \_\_\_\_\_ to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any adjournment thereof, to vote on the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-laws in connection with the Woods Edge III Condominium Association, Palos Hills, Illinois. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.
- C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:  
 FOR the Woods Edge III Amended and Restated Declaration  
 AGAINST the Woods Edge III Amended and Restated Declaration
- D. In witness whereof, I have executed this proxy on the 10<sup>th</sup> day of Oct, 2019, 2019, by signing below.

  
 \_\_\_\_\_  
 OWNER  
  
 \_\_\_\_\_  
 OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address and account number for any mortgage or other lien holder for your unit at Woods Edge.

Name	Account #
Address	City, State, Zip code

I do not have a mortgage on my unit at Woods Edge

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), Joyce GRENNAN-Hughes and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11139 Northwest Rd,  
Unit B  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
 FOR the Woods Edge III Amended and Restated Declaration  
 AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 5 day of MAY 2019  
by signing below.

Joyce Grennan-Hughes  
OWNER

\_\_\_\_\_  
OWNER

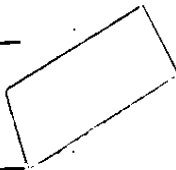
We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

N/A  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code



# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), HELEN M GROSSE and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11129 EAST RD. UNIT C,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 1<sup>st</sup> day of MAY, 2019  
by signing below.

Helen M. Grosse  
OWNER

PLEASE BRING to meeting  
on May 8<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>.

OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

Midland Federal Savings & Loan  
Name

50100088397  
Account #

8929 S. Harlem ave  
Address

Bridgeview, IL 60455  
City, State, Zip code

**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), CAROL HAMMOND and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 1143 NORTHWEST RD,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
✓ FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 8<sup>th</sup> day of MAY 2019  
by signing below.

PLEASE BRING to meeting  
on May 8<sup>th</sup>. OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>.

Carol Hammond  
OWNER  
\_\_\_\_\_  
OWNER

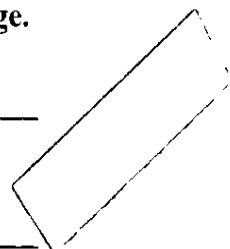
We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

No MORTGAGE  
Name \_\_\_\_\_

Account # \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip code \_\_\_\_\_



**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), Derek Harlan and Katie Harlan  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 9165 North Road, Unit C,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 7, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 5<sup>th</sup> day of May, 2019  
by signing below.

Derek Harlan  
OWNER

Katie Harlan  
OWNER

PLEASE BRING to meeting  
on May 7<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 7<sup>th</sup>.

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

Wells Fargo Home Mortgage  
Name

0379374879  
Account #

PO BOX 10335  
Address

Des Moines, IA 50306  
City, State, Zip code

**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

*HEIMBERG*

A. I (we), *COLLETTA HEIMBERG* and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of *1137A EAST RD*,  
Palos Hills, Illinois.

~~B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.~~

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
*X* FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the *3* day of *JUNE*, '19  
by signing below.

PLEASE SIGN FORM AND RETURN BY  
MAIL, E-MAIL OR TO CLUBHOUSE  
BY WEDNESDAY, JUNE 12th

*Collette Heimberg*  
OWNER  
  
\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

*BSI FINANCIAL SERVICES*  
Name  
*314 S. FRANKLIN ST*  
*PO BOX 517*  
Address

*1401049465*  
Account #  
*TITUSVILLE, PA 16354*  
City, State, Zip code

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.

(Complete Sections A, C and D OR A, B and D)

A. I (we) JUSAN E. HETMAN and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11130 EAST ROAD UNIT B,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:

X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 22 day of April 2019  
by signing below.

PLEASE BRING to meeting  
on May 8<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>

Jusan E. Hetman  
OWNER

\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

No Mortgage  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code

**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), TONI HOITZFELD and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11139 F EAST RD,  
Palos Hills, Illinois.

~~B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting,  
attended unless I indicate otherwise.~~

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:

X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 28 day of April,  
~~2010~~ by signing below.

Toni Hoitzfeld  
OWNER

\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_ I do not have a mortgage on my unit at Woods Edge



# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.

(Complete Sections A, C and D OR A, B and D)

A. I (we), BARBARA HUNT and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11129 EAST ROAD F,  
Palos Hills, Illinois.

~~B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.~~

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 15<sup>TH</sup> day of JUNE, 2019  
by signing below.

PLEASE SIGN FORM AND RETURN BY  
MAIL, E-MAIL OR TO CLUBHOUSE  
BY WEDNESDAY, JUNE 12th

Barbara J Hunt  
OWNER  
Sonny This is LATE  
I WAS OUT OF TOWN  
\_\_\_\_\_  
OWNER

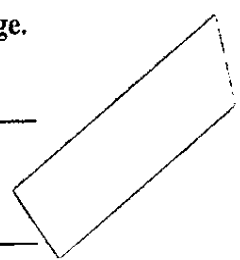
We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

NONE  
Name

Account #

Address

City, State, Zip code



# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.

(Complete Sections A, C and D OR A, B and D)

A. I (we), SUSAN A. HYNES and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11129 EAST RD. #B,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 26<sup>TH</sup> day of APRIL, 2019  
by signing below.  
SUSAN A. HYNES  
Susan A. Hynes  
OWNER  
Susan A. Hynes  
OWNER

PLEASE BRING to meeting  
on May 8<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>.

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

SUSAN A. HYNES  
Name

801186734  
Account #

11129 EAST RD. #B  
Address

PALOS HILLS, IL 60465  
City, State, Zip code

PHH Mortgage Services P.O. Box 5452 MT. LAUREL, NJ 08054-5452

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), Magdalena and Leszek Jarouczyk  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11137 NW. apt B,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:

X FOR the Woods Edge III Amended and Restated Declaration  
    AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 8 day of May '19  
by signing below.

PLEASE BRING to meeting  
on May 8<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>.

Magdalena Jarouczyk  
OWNER  
Leszek Jarouczyk  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

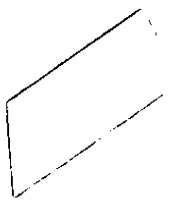
got info from  
ins let

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code



**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), Petya Karadzlova and Steven Koch  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 9163 Center Rd, Apt E  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 7, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge II Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
✓ FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 30 day of July 2019  
by signing below.

Steven Koch  
OWNER  
[Signature]  
OWNER

1-800-222-0238  
PO Box 10335  
Des Moines, IA, 50306

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

→ Wells Fargo Home Mortgage Loan # 0524982394  
Name Account #  
9163 Center Rd, Apt E Palos Hills, IL, 60465  
Address City, State, Zip code

\_\_\_\_\_ I do not have a mortgage on my unit at Woods Edge

**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), Barbara J. Kimbrough and \_\_\_\_\_  
am (are) owner of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11141 Northwest Rd - D,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 7, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
\_\_\_\_\_ FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 2nd day of May, 2019  
by signing below.

Barbara J. Kimbrough  
OWNER

\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

Barbara J. Kimbrough                      9902793299  
Name    Account #

11141 Northwest Road - D                      Palos Hills, ILLINOIS 60465  
Address    City, State, Zip code

\_\_\_\_\_ I do not have a mortgage on my unit at Woods Edge

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.

(Complete Sections A, C and D OR A, B and D)

A. I (we), Stacy Korvel and \_\_\_\_\_  
 am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
 commonly known by the street address of 11141 A NORTHWEST RD.  
 Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
 to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
 adjournment thereof, to vote on the Amended and Restated Declaration of  
 Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
 in connection with the Woods Edge III Condominium Association, Palos Hills,  
 Illinois. My proxy is given full power to vote as if I were personally present, with all  
 the powers I possess including full power of substitution and revocation. My  
 presence at the special meeting will automatically revoke this proxy for the meeting  
 attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
 this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
 \_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 8 day of May, 2019  
 by signing below.

Stacy Korvel  
 OWNER  
 \_\_\_\_\_  
 OWNER

PLEASE BRING to meeting  
 on May 8<sup>th</sup> OR return by  
 mail, email or to clubhouse by  
 May 8<sup>th</sup>.

We are required by law to send a copy to all lien holders. Please provide the name, address  
 and account number for any mortgage or other lien holder for your unit at Woods Edge.

NONE  
 \_\_\_\_\_  
 Name

\_\_\_\_\_ Account #

\_\_\_\_\_ Address

\_\_\_\_\_ City, State, Zip code

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.

(Complete Sections A, C and D OR A, B and D)

A. I (we), Constance Krusinski and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11139 Northwest Rd. 1A,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 5.7 day of 2019  
by signing below.

Constance Krusinski  
OWNER

\_\_\_\_\_  
OWNER

PLEASE BRING to meeting  
on May 8<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>.

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

N/A  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

PH 111

A. (1)(we), LINDA ANN KWAK and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11133 A EAST RD,  
Palos Hills, Illinois.

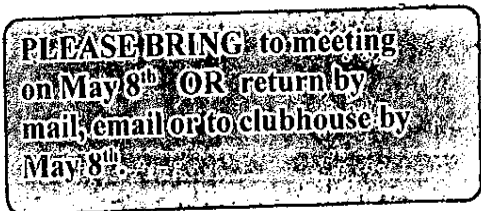
B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 6th day of May 2019  
by signing below.

Linda Ann Kwak  
OWNER

\_\_\_\_\_  
OWNER



We are required by law to send a copy to all lien holders. Please provide the name, address and account number for any mortgage or other lien holder for your unit at Woods Edge.

BANK OF AMERICA  
Name

233145214  
Account #

P.O. Box 31785  
Address

TAMPA FLA 33631-3785  
City, State, Zip code



**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), ROBERT E. LAVATY and CORA SUE LAVATY  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 9163 CENTER RD # F,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:

FOR the Woods Edge III Amended and Restated Declaration  
 AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 29<sup>TH</sup> day of APRIL 2019  
by signing below.

PLEASE BRING to meeting  
on May 8<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>.

Robert E. Lavaty  
OWNER

Cora S. Lavaty  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

J.P. MORGAN CHASE BANK  
Name

000000663369965  
Account #

P.O. Box 182051  
Address

Columbus, Ohio 43218-2051  
City, State, Zip code

**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we) Joseph Leathers and Margaret Leathers am (are) owners of a unit in the Woods Edge III Condominium Association, Inc. commonly known by the street address of 1136 Center Rd Palos Hills, Illinois.

~~B. I (we) hereby constitute and appoint \_\_\_\_\_ to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any adjournment thereof, to vote on the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-laws in connection with the Woods Edge III Condominium Association, Palos Hills, Illinois. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.~~

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

✓ FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 7<sup>th</sup> day of June 1919 by signing below.

PLEASE SIGN FORM AND RETURN BY MAIL, E-MAIL OR TO CLUBHOUSE BY WEDNESDAY, JUNE 12th

Joseph Leathers  
OWNER  
Margaret Leathers  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address and account number for any mortgage or other lien holder for your unit at Woods Edge.

Citizens One Name      0028908507 Account #

P.O. Box 111 Address      Providence RI City, State, Zip code  
02940-2111

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we) Sheila Layden and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 111360 Center,  
Palos Hills, Illinois.

~~B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting, will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.~~

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:

FOR the Woods Edge III Amended and Restated Declaration  
 AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 2 day of June 2019  
by signing below.

PLEASE SIGN FORM AND RETURN BY  
MAIL, E-MAIL OR TO CLUBHOUSE  
BY WEDNESDAY, JUNE 12th

Sheila Layden  
OWNER  
\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

None  
Name \_\_\_\_\_ Account # \_\_\_\_\_  
Address \_\_\_\_\_ City, State, Zip code \_\_\_\_\_

**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), ROBERT J. MCCREA and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11137 NORTHWEST ROAD -E.  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 7, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge II Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:

FOR the Woods Edge II Amended and Restated Declaration  
 AGAINST the Woods Edge II Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 29 day of JULY 2019  
by signing below.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code

I do not have a mortgage on my unit at Woods Edge

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), Julie Meechan and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11137 Northwest Rd. Apt. F  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 28<sup>th</sup> day of APRIL 2019  
by signing below.

PLEASE BRING to meeting  
on May 8<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>.

Julie Meechan  
OWNER

\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

FIFTH THIRD BANK  
Name

415582881  
Account #

9400 S. PICERD  
Address

OAK LAWN, IL 60453  
City, State, Zip code

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.

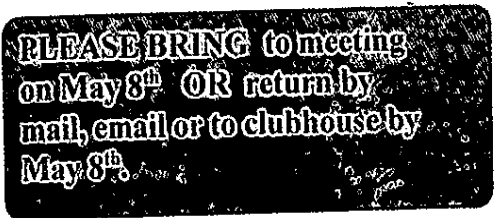
(Complete Sections A, C and D OR A, B and D)

A. I (we), SUNIL MEHTA and NALINI MEHTA  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11133 East Road, UNIT 'D',  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
✓ FOR the Woods Edge III Amended and Restated Declaration  
AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 6th day of May, 2019.  
by signing below.



Sunil Mehta  
OWNER  
Nalini Mehta  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

N/A  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code

**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), SARAH NATJ BAL and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11137 Northwest RD UNIT D  
Palos Hills, Illinois.

~~B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.~~

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:

FOR the Woods Edge III Amended and Restated Declaration  
 AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 11 day of JUNE 2019  
by signing below.

PLEASE SIGN FORM AND RETURN BY  
MAIL, E-MAIL OR TO CLUBHOUSE  
BY WEDNESDAY, JUNE 12th

Sarah Natj Bal  
OWNER  
  
\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

WELLS FARGO  
Name  
PO BOX 10394  
Address

0219922952  
Account #  
Des Moines IA  
City, State, Zip code 50306-0394

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), Terrence O'Connell and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11129A EAST,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 5 day of MAY 2019  
by signing below.  
Terrence O'Connell  
OWNER

PLEASE BRING to meeting  
on May 8<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>.

\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

Bank of America  
Name Insurance Department  
P.O. Box 961291  
Fort Worth, TX  
Address 76161

8725 14771  
Account #  
\_\_\_\_\_  
City, State, Zip code



# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), JAMES O'CONNOR and EILEEN O'CONNOR  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 9161 D,  
Palos Hills, Illinois.

~~B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.~~

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
✓ FOR the Woods Edge III Amended and Restated Declaration  
       AGAINST the Woods Edge III Amended and Restated Declaration

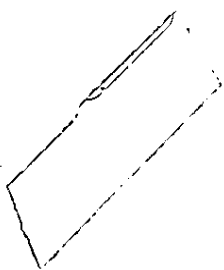
D. In witness whereof, I have executed this proxy on the 7 day of June '19  
by signing below.

PLEASE SIGN FORM AND RETURN BY  
MAIL, E-MAIL OR TO CLUBHOUSE  
BY WEDNESDAY, JUNE 12th

James O'Connor  
OWNER  
Eileen O'Connor  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

James O'Connor NONE  
Name Account #  
9161 North Rd  
Address City, State, Zip code



**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), Noreen O'Connor and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 1133 East Road C.,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 30<sup>th</sup> day of April 2019  
by signing below.

Noreen O'Connor  
OWNER

\_\_\_\_\_  
OWNER

PLEASE BRING to meeting  
on May 8<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>.

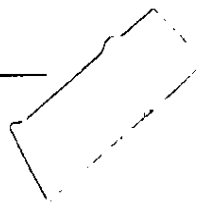
We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip code



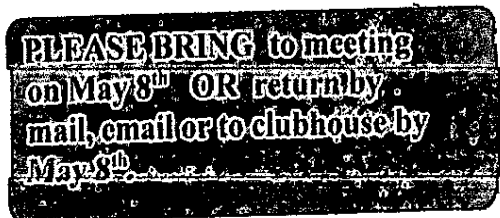
**UNOFFICIAL COPY**  
WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.  
(Complete Sections A, C and D OR A, B and D)

A. I (we), BREDA O'KEEFFE and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11141E NORTHWEST RD  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
✓ FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 3<sup>RD</sup> day of MAY 2019.  
by signing below:



Breda O'Keefe  
OWNER  
\_\_\_\_\_  
OWNER

We are required by law to send a copy to all lien holders. Please provide the name, address and account number for any mortgage or other lien holder for your unit at Woods Edge.

CHASE Bank  
Name

1079603454  
Account #

P.O Box 78420  
Address

Phoenix, AZ 85062-8420  
City, State, Zip code

# UNOFFICIAL COPY

WOODS EDGE III CONDOMINIUM ASSOCIATION, INC.

(Complete Sections A, C and D OR A, B and D)

A. I (we), ZOFIA OLSON and \_\_\_\_\_  
am (are) owners of a unit in the Woods Edge III Condominium Association, Inc.  
commonly known by the street address of 11138 Center Rd. Unit E22,  
Palos Hills, Illinois.

B. I (we) hereby constitute and appoint \_\_\_\_\_  
to vote as my (our) proxy at the special meeting on May 8, 2019 at 7:00pm, or any  
adjournment thereof, to vote on the Amended and Restated Declaration of  
Condominium Ownership and of Easements, Restrictions, Covenants and By-laws  
in connection with the Woods Edge III Condominium Association, Palos Hills,  
Illinois. My proxy is given full power to vote as if I were personally present, with all  
the powers I possess including full power of substitution and revocation. My  
presence at the special meeting will automatically revoke this proxy for the meeting  
attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that  
this proxy shall be tendered as a directed vote in the following manner:  
X FOR the Woods Edge III Amended and Restated Declaration  
\_\_\_\_\_ AGAINST the Woods Edge III Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on the 5<sup>th</sup> day of Oct, 2019  
by signing below.

Zofia M. Olson  
OWNER  
\_\_\_\_\_  
OWNER

PLEASE BRING to meeting  
on May 8<sup>th</sup> OR return by  
mail, email or to clubhouse by  
May 8<sup>th</sup>.

We are required by law to send a copy to all lien holders. Please provide the name, address  
and account number for any mortgage or other lien holder for your unit at Woods Edge.

JOHNSON Bank  
Name

03290105482-00300  
Account #

P.O. Box 547  
Address

Racine ; WI, 53401-0547  
City, State, Zip code