

# UNOFFICIAL COPY

**AMENDMENT  
TO THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR  
GLENWOOD COURT CONDOMINIUM**

This document is recorded for the purpose of amending the Declaration of Condominium (hereafter the "Declaration") for Glenwood Court Condominiums, (hereafter the "Association"), which Declaration was recorded on June 27, 2003 as Document Number 0317803050 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.



Doc# 222822029 Fee \$87.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/16/2022 02:45 PM PG: 1 OF 19

**WITNESSETH:**

**WHEREAS**, the Board of Directors and Unit Owners desire to amend the Declaration in order to establish restrictions regarding the leasing of Units within the Association; and

**WHEREAS**, pursuant to Article XIV of the Declaration, the Declaration may be amended, changed or modified, upon approval by at least sixty six and two thirds (66 2/3%) of the Unit Owners, by an instrument in writing setting forth such amendment, signed and acknowledged by the President and the Secretary of the Association and containing an affidavit by an officer of the Association certifying that (i) at least sixty six and two thirds (66 2/3%) of the Unit Owners have approved such amendment, and (ii) a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days before the date of such affidavit; and

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

**WHEREAS**, an affidavit signed by an officer of the Association is attached hereto as Exhibit B certifying that said instrument has been approved by the Unit Owners having at least sixty six and two thirds (66 2/3%) of the total vote, as evidenced by the affidavit and attached ballots; and

**WHEREAS**, an affidavit signed by an officer of the Association is attached hereto as Exhibit C certifying that a copy of the Amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit; and

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

**David B. Savitt, Esq.**  
Kovitz Shifrin Nesbit  
175 North Archer Avenue  
Mundelein, Illinois 60060  
(847) 537-0500

**RECORDING FEE** \_\_\_\_\_  
**DATE** 8/16/22 **COPIES** 6x  
**GK BY** EK

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NOW, THEREFORE, the Association hereby declares that Article VII of the Declaration be and is hereby amended as follows (additions in text are indicated by underline and deletions are indicated by ~~strike-out~~):

## ARTICLE VII LEASING OF UNITS

Any Unit Owner shall have the right to lease such Unit Owner's Unit on such terms as such Unit Owner may deem advisable, provided that the term of any such lease shall be no less than six (6) months and provided that no Owner shall be permitted to lease his or her Unit unless the Owner has first owned and occupied the Unit for not less than twelve (12) consecutive months. In the event a Unit Owner leases a Unit owned by him, a copy of the executed lease and a copy of any sublease or assignment of lease, as and when executed, shall be furnished by such lessor, sublessor, or assignor to the Association, and the lessee, sub-lessee, or assignee thereunder shall be bound by and be subject to all of the obligations of the owner with respect to such Unit, as provided in this Declaration, and the lease, sublease, or assignment shall expressly so provide. The person making any such lease, sublease or assignment shall not be relieved thereby from any of his obligations hereunder.

In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the premises. Following the effective date of this Amendment and subject to the provisions contained herein, at no time shall there be more than forty nine percent (49%) of the total Units leased. All Owners desiring to lease their Unit must follow the procedures as set forth herein. Any Owner properly leasing their Unit as of the effective date of this Amendment shall be "grandfathered" and shall be allowed to continue to lease their Unit, without restriction, until the term of the current lease of their Unit on file with the Association as of the effective date of this Amendment expires. Upon expiration of said lease term, all Owners shall be immediately subject to the lease restrictions contained herein.

1. The term "leasing of units" includes a transaction wherein the title holder of a Unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if money or any other form of consideration is paid therefore; provided that if the Unit Owner is a corporation, partnership or other business entity, such Unit Owner may allow a shareholder, partner or director holding at least 25% interest or shares in the entity to reside in the Unit without being subject to this Amendment. Additionally, the term "leasing of Units" shall include any transaction wherein possession of a Unit is provided prior to transfer of title. In no event may less than the entire Unit be leased. A Unit Owner shall be deemed to "reside" in a Unit if he/she has slept in the Unit for the majority of the days of the previous six months.
2. Any Owner desiring to lease out their Unit must apply to the Board prior to entering into a lease agreement and provide a copy of the proposed lease in advance of execution.

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3. The Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth herein.
4. Owners seeking to lease their Unit shall follow the following procedure:
- a. In the event less than forty nine percent (49%) of the total Units at the Association are being leased out at the time of application, the Owner shall be permitted to lease the Unit.
  - b. In the event more than forty nine percent (49%) of the total Units at the Association are currently being leased at the time of the application, the Owner's name shall be added to a waiting list to be maintained by the Board, and the Unit may not be leased except as set forth below:
    - I. Addition to the Waiting List is on a first-come, first-served basis, which shall be determined chronologically. For example, if a Unit Owner desires to be placed on the Waiting List, they will be placed at the end of the Waiting List with the date and time of the placement listed ("Waiting List Date"). The Unit Owner with the oldest Waiting List Date shall be the first person eligible to lease their Unit, should a spot open by way of a current tenant opting not to renew his/her lease with their current landlord. In the event a tenant opts not to renew his/her lease, the landlord will be added to the end of the Waiting List and will only become eligible to re-list their Unit for rent in accordance with the provisions of this Amendment.
    - II. If there is a Unit Owner(s) on the Waiting List when a spot opens, the first person on the Waiting List will be notified by the Board that a right to lease has opened, and thereafter the Unit Owner shall have fourteen (14) days to notify the Board in writing of their intent to lease. The Unit Owner must then provide a copy of an executed Lease within sixty (60) days following the Unit Owner's notification to the Board of his or her intent to lease; otherwise the Unit Owner forfeits his right to lease and the right to rent will transfer to the next person on the Waiting List.
5. Hardship: If a hardship as determined by the Board of Directors, exists, the Unit Owner may apply for a hardship waiver of the leasing restrictions set forth herein in the following manner:

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- a. The Unit Owner must submit a request in writing to the Board of Directors requesting a one (1) year hardship waiver of this paragraph, setting forth the reasons why they are entitled to same.
- b. If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds that a reasonable hardship exists, the Board may grant such hardship waiver. Any lease entered into shall be in writing and for a period of one (1) year. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Declaration, By-Laws or Rules and Regulations (the "Governing Documents") of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. After the one (1) year period, if the Unit Owner wishes to be considered for an extension of the hardship, such Unit Owner shall make a request to the Board and must comply with all other restrictions provided in this Subsection (ii). All decisions of the Board shall be final. The Board's decision shall be final and binding.
6. All Unit Owners who lease their Units are responsible for ensuring that their tenants are aware of and abide by the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.
7. The provisions of the Declaration, By-Laws and Rules and Regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. In the event an Owner or tenant violates any provision set forth herein or in the governing documents, said Owner or tenant may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.
8. In addition to the authority to levy fines, against the Owner or tenant for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the tenant, an action for injunctive and other equitable relief, or an action at law for damages.
9. Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner and/or the tenant to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
10. All unpaid charges including legal fees as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

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11. This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

**End of Text of Amendment**

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

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

**[SIGNATURE PAGE TO FOLLOW]**

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

# UNOFFICIAL COPY

APPROVED THIS 15 DAY OF December, 2021 BY THE BOARD OF DIRECTORS FOR GLENWOOD COURT CONDOMINIUM ASSOCIATION:

APPROVED THIS 15 DAY OF December, 2021

Donald Bragg  
President, Board of Directors:

Attest: \_\_\_\_\_

[Signature]  
Secretary, Board of Directors

Subscribed and sworn to before me  
this 15 day of December, 2021

[Signature]  
Notary Public



Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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## EXHIBIT A

### LEGAL DESCRIPTION

UNIT NUMBER 5438-1W THROUGH 5350-3E IN THE GLENWOOD COURT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 3 AND 4 IN BLOCK 1 IN ZERO PARK, BEING ZERO MARX'S SUBDIVISION OF LOTS 1, 2, 3 AND 4 IN S.H. HERFOOT'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0317803050; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

**Parcel Index Numbers:** 14-08-116-047-1001 through 14-08-116-047-1014

Property of Cook County Clerk's Office

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## EXHIBIT B

### CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Angela McMichols, do hereby certify that I am the duly elected and qualified Secretary for the Glenwood Court Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Glenwood Court Condominium Association, was duly approved by the Unit Owners having at least sixty six and two thirds percent (66 2/3%) of the total vote, in accordance with the provisions of Article XIV of the Declaration.

Angela McMichols  
Secretary

Blaine Buggs  
President

Dated at CHICAGO, Illinois this

15 day of December, 2021.



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E

5348 N Glenwood

## EXHIBIT C

### AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, Angela McNichols, do hereby certify that I am the duly elected and qualified Secretary for the Glenwood Court Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Glenwood Court Condominium Association was mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit.

Angela McNichols  
Secretary

Shirley Bragg,  
President

Dated at Chicago, Illinois this

15 day of December, 2021.

Mikki

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## GLENWOOD COURT CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the Glenwood Court Condominium Association, specifically regarding the restriction of smoking:

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

OWNER:

Mikki Denson (signature)

Mikki Denson (print name)

DATE: 12-15, 2021

Property Address: 5348 N Glenwood Ave # 1E  
Chicago, Illinois

Percentage of Ownership in Common Elements: 6.74 %

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

SFS

P.O. Box 65250

Salt Lake City, UT 84165-0250

Loan No. 0026014589

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

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## GLENWOOD COURT CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the Glenwood Court Condominium Association, specifically regarding the restriction of smoking:

I AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

OWNER:

 (signature)

Eric Carlson (print name)

DATE: Dec. 15, 2021

Property Address: 5348 N. Glenwood Ave  
Chicago, Illinois

Percentage of Ownership in Common Elements: 6.68 %

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

Flagstar Bank

P.O. Box 660263

Dallas, TX 75266-0263

Loan No. 0440127161

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

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## PROXY/BALLOT FOR

### GLENWOOD COURT CONDOMINIUM ASSOCIATION

MEETING OF Dec. 15, 2021

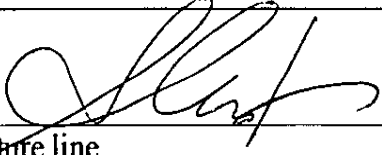
I, (print name) Alan Marumoto, owner of the Unit listed below at the Glenwood Court Condominium Association, do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held Dec. 15, 2021, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I APPROVE OF THE AMENDMENT REGARDING THE RESTRICTION ON LEASING.
- I DO NOT APPROVE OF THE AMENDMENT REGARDING THE RESTRICTION ON LEASING.

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

IN WITNESS WHEREOF, I have executed this proxy on the 27<sup>th</sup> day of November, 2021.

 _____ Signature line <u>Alan Marumoto</u> _____ Printed Name	Name and Address of Mortgage Lender (if any): <u>SunTrust Mortgage</u> <u>P.O. Box 26149</u> <u>Richmond, VA 23260</u>
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address: 5348 N. Glenwood Ave unit# 2-E  
Chicago Illinois 60640

Percentage of Ownership in Common Elements: 6.89 %

Kelly

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## GLENWOOD COURT CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the Glenwood Court Condominium Association, specifically regarding the restriction of smoking:

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

OWNER:

Kelly B. Dulin (signature)

Kelly B. Dulin (print name)

DATE: 12/15/21

Property Address: 5348 N. Glenwood #3W  
Chicago, Illinois

Percentage of Ownership in Common Elements: 6.83 %

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

Chase  
700 Kansas Lane, LA 4-6633  
Monroe, LA 71203

Loan No. 1609365499

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

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## PROXY/BALLOT FOR

### GLENWOOD COURT CONDOMINIUM ASSOCIATION

MEETING OF DEC 15, 2021

I, (print name) CORTLAND LOHFF, owner of the Unit listed below at the Glenwood Court Condominium Association, do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held DEC 15, 2021, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I APPROVE OF THE AMENDMENT REGARDING THE RESTRICTION ON LEASING.
- I DO NOT APPROVE OF THE AMENDMENT REGARDING THE RESTRICTION ON LEASING.

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

IN WITNESS WHEREOF, I have executed this proxy on the 15 day of DECEMBER 2021

<p><u>Cortland Lohff</u> Signature line</p> <p><u>CORTLAND LOHFF</u> Printed Name</p>	<p>Name and Address of Mortgage Lender (if any):</p> <p><u>SUN TRUST</u></p> <p><u>PO BOX 85024</u></p> <p><u>FREMONT VA 22805</u></p>
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5350 IE CHICAGO  
Illinois 60640

Percentage of Ownership in Common Elements: 8.51 %

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## PROXY/BALLOT FOR

### GLENWOOD COURT CONDOMINIUM ASSOCIATION

MEETING OF December 15<sup>th</sup>, 2021

I, (print name) Sara Brown, owner of the Unit listed below at the Glenwood Court Condominium Association, do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held December 15<sup>th</sup>, 2021, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I APPROVE OF THE AMENDMENT REGARDING THE RESTRICTION ON LEASING.
- I DO NOT APPROVE OF THE AMENDMENT REGARDING THE RESTRICTION ON LEASING.

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

IN WITNESS WHEREOF, I have executed this proxy on the 14<sup>th</sup> day of December, 2021.

<p><u>Sara Brown</u> Signature line</p> <p><u>Sara Brown</u> Printed Name</p>	<p>Name and Address of Mortgage Lender (if any):</p> <p><u>Guaranteed Rate</u></p>
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5350 N Glenwood Ave      Unit 2W

Chicago, Illinois

Percentage of Ownership in Common Elements: 6.89 %

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## GLENWOOD COURT CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration for the Glenwood Court Condominium Association, specifically regarding the restriction of smoking:

I AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

OWNER:

*Gerald Bragg* (signature)

Gerald Bragg (print name)

DATE: 12/15, 2021

Property Address: 5350 N Glenwood Ave Apt 3E  
Chicago, Illinois

Percentage of Ownership in Common Elements: 8.72 %

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

JP Morgan Chase Bank

700 Kansas Lane

Monroe, LA 71203

Loan No. 1118277519

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



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## PROXY/BALLOT FOR

### GLENWOOD COURT CONDOMINIUM ASSOCIATION

MEETING OF December 15, 2021

I, (print name) Jeffrey Baldassarra, owner of the Unit listed below at the Glenwood Court Condominium Association, do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held December 15, 2021, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I APPROVE OF THE AMENDMENT REGARDING THE RESTRICTION ON LEASING.
- I DO NOT APPROVE OF THE AMENDMENT REGARDING THE RESTRICTION ON LEASING.

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

IN WITNESS WHEREOF, I have executed this proxy on the 15<sup>th</sup> day of December, 2021.

<p><u><i>Jeffrey B</i></u> Signature line</p> <p><u>Jeffrey Baldassarra</u> Printed Name</p>	<p>Name and Address of Mortgage Lender (if any):</p> <p>_____</p> <p>_____</p>
--	--

5350 N. Glenwood St, Chicago Illinois

Percentage of Ownership in Common Elements: 5.51 %

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## PROXY/BALLOT FOR

### GLENWOOD COURT CONDOMINIUM ASSOCIATION

MEETING OF DECEMBER 15, 2021

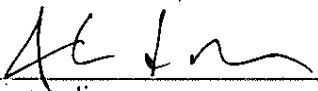
I, (print name) ALEXANDER D. MAURO, owner of the Unit listed below at the Glenwood Court Condominium Association, do hereby constitute and appoint JERRI BRAGG, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held DECEMBER 15<sup>TH</sup>, 2021, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I APPROVE OF THE AMENDMENT REGARDING THE RESTRICTION ON LEASING.
- I DO NOT APPROVE OF THE AMENDMENT REGARDING THE RESTRICTION ON LEASING.

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

IN WITNESS WHEREOF, I have executed this proxy on the 15<sup>TH</sup> day of DECEMBER 15, 2021.

 Signature line <u>ALEXANDER D. MAURO</u> Printed Name	Name and Address of Mortgage Lender (if any): <u>N/A</u>
--	---

5350 N Glenwood Ave Apt 2E  
Chicago, Illinois

Percentage of Ownership in Common Elements: 8.63 %

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## PROXY/BALLOT FOR

### GLENWOOD COURT CONDOMINIUM ASSOCIATION

MEETING OF 15 December, 2021

I, (print name) Angela McNichols, owner of the Unit listed below at the Glenwood Court Condominium Association, do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held 12/15, 2021, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

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

- I APPROVE OF THE AMENDMENT REGARDING THE RESTRICTION ON LEASING.
- I DO NOT APPROVE OF THE AMENDMENT REGARDING THE RESTRICTION ON LEASING.

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

IN WITNESS WHEREOF, I have executed this proxy on the 15 day of December, 2021

<p><u>Angela McNichols</u> Signature line</p> <p><u>Angela McNichols</u> Printed Name</p>	<p>Name and Address of Mortgage Lender (if any):</p> <p><u>Wells Fargo</u></p> <p><u>PO Box 14411</u> <u>Des Moines, IA 50306-3411</u></p>
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5350 N Glenwood Ave # GW

Chicago Illinois

Percentage of Ownership in Common Elements: 7.12 %