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APR - 4 1991

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THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS FOR THE LOTUS CONDOMINIUM ASSOCIATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 19574555

This Third Amendment to Declaration made and entered into the 25TH day of FEBRUARY, 1991, by unit owners owning not less than 2/3rds in the aggregate of the total ownership interest in the Common Elements of the Lotus Condominium Association, an Illinois not-for-profit corporation, is an amendment to that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Lotus Condominium Association (hereinafter referred to as "Declaration"), recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 19574555.

WITNESSETH:

WHEREAS, the Declaration has submitted certain real property to the provisions of the Illinois Condominium Property Act (the "Act"), said Condominium being known as Lotus Condominium Association (the "Condominium"), which Condominium is legally described in Exhibit "A" and attached hereto; and

WHEREAS, the Lotus Condominium Association is an Illinois not-for-profit corporation (hereinafter referred to as "Association") is the assignee of the Developer's rights as set forth and described in the Declaration; and

WHEREAS, pursuant to Section 23 (a) of the Declaration provides that the Declaration of Condominium may be amended pursuant to a resolution or written consent approving such amendment or amendments adopted or given by unit owners owning not less than two-thirds in the aggregate of the total ownership interest in the Common Elements; and



PLEASE RETURN TO: Kovitz Shifrin & Waltzman 3436 North Kennicott, #150 Arlington Heights, IL 60004

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Handwritten signature and 'MAIL' stamp.

WHEREAS, said instrument has been adopted by the Board of Directors via resolution, and by the unit owners having at least 2/3rds total ownership interest in the Common Elements.

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows:

WHEREAS, Section 4 of the Declaration reads as follows:

4. COMMON ELEMENTS: Common Elements shall consist of all of the property except the individual units and shall include the land, corridors, halls, elevators, stairways, entrances and exits, balconies, lobby, management office, janitor's or custodian's apartment, laundry, garage, storage areas, basement, roof, incinerator, pipes, ducts, electrical wiring and conduits, central heating and air conditioning, public utility lines, such component parts of floors, ceilings and perimeter walls not located within the unit boundaries as shown on the Plat, structural parts of the building including structural columns located within the boundaries of a unit, outside walks and driveways, landscaping, and swimming pool.

If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially within and partially outside of the designated boundaries of a unit, any portions thereof serving only that unit shall be deemed a part of that unit, while any portions thereof serving more than one unit or any portion of the common elements shall be deemed a part of the common elements.

The undersigned, for the purposes set forth, hereby declare that the Declaration be and is hereby amended in regard to said Section 4.

Section 4 is deleted in its entirety and amended to read:

4. COMMON ELEMENTS: Common Elements shall consist of all of the property except the individual units and shall include the land, corridors, halls, elevator, stairways, entrances and exits, balconies, lobby, management office, janitor's or custodian's apartment, laundry, garage, storage areas, basement, roof, incinerator, pipes, ducts, electrical wiring and conduits, central heating and air conditioning, public utility lines, such component parts of floors, ceilings and perimeter walls not located within the unit boundaries as shown on the Plat, structural parts of the building including structural columns located within the boundaries of a unit, outside walks and driveways and landscaping.

If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially within and partially outside of the designated boundaries of a unit, any portions thereof serving only that unit shall be deemed a part of that unit, while any portions thereof serving more than one unit or any portion of the common elements shall be deemed a part of the common elements.

WHEREAS, Section 6 of the Declaration presently reads as follows:

6. **USE OF THE COMMON ELEMENTS:** Subject to the provisions of Paragraph 10, each unit owner shall have the right to use the Common Elements in common with all other unit owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective unit owned by such unit owner and to the use and enjoyment of the swimming pool and other community facilities. Such rights shall extend to the unit owner and the members of the immediate family and guests and other authorized occupants and visitors of the unit owner. The use of the Common Elements and the rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, and the By-laws and rule and regulations of the Association as hereinafter described. The Association shall have the authority to lease or rent or grant licenses or concessions with respect to the garage, laundry or other parts of the Common Elements, subject to the provisions of this Declaration and the By-laws of the Association.

The undersigned, for the purposes set forth, hereby declare that the Declaration be and is hereby amended in regard to said Section 6:

Section 6 is deleted in its entirety and amended to read:

6. **USE OF THE COMMON ELEMENTS:** Subject to the provisions of Paragraph 10, each unit owner shall have the right to use the Common Elements in common with all other unit owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective unit owned by such unit owner and to the use and enjoyment of the community facilities. Such rights shall extend to the unit owner and the members of the immediate family and guests and other authorized occupants and visitors of the unit owner. The use of the Common Elements and the rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, and the By-laws and rule and regulations of the Association as hereinafter described. The Association shall have the authority to lease or rent or grant licenses or concessions with respect to the garage, laundry or other parts of the Common Elements, subject to the provisions of this Declaration and the By-laws of the Association.

WHEREAS, Section 21 of the Declaration presently reads as follows:

21. **SALE OR LEASE BY UNIT OWNER - FIRST OPTION TO ASSOCIATION:** If any unit owner other than the trustee shall desire at any time to sell or lease his unit (which unit, together with his respective percentage of ownership interest in the Common Elements is herein sometimes referred to as "unit ownership") to any person not related by blood or marriage to the unit owner, he shall first give the Association at least thirty (30) days prior written notice of the proposed sale or lease, which notice shall state the name and address and financial and character references of the proposed purchaser or lessee and the terms of the proposed sale or lease. The Association shall have the right of first option with respect to any sale or lease by any unit owner as provided

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herein. During the period of thirty (30) days following the receipt by the Association of such written notice, the Association shall have the first right at its option to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in such notice.

If the Association shall give written notice to such unit owner within said thirty (30) day period that it has elected not to exercise such option, or if the Association shall fail to give written notice to such unit owner within said thirty (30) day period that it does or does not elect to purchase or lease such Unit Ownership upon the same terms as herein provided, then, such unit owner may proceed to close said proposed sale or lease transaction at any time within the next ninety (90) days thereafter and if he fails to close said proposed sale or lease transaction within said ninety (90) days, his Unit Ownership shall again become subject to the Association's first option as herein provided.

If the Association shall give written notice to such unit owner within said thirty (30) day period of its election to purchase or lease described in said written notice to the Association, then such purchase or lease by the Association shall be closed upon the same terms as such proposed sale or lease.

The notices referred to herein shall be given in the manner hereinafter provided for the giving of notices.

The Board of Directors of the Association shall have the authority, on behalf of and in the name of the Association, to elect not to exercise such option and to give written notice of such election. A certificate executed by the president or secretary of the Association, certifying that the Association by its Board of Directors has elected not to exercise such option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, shall be conclusive evidence of such election by the Association and of the compliance with provisions hereof by the unit owner proposing to make such proposed sale or lease. Such certificate shall be furnished to such unit owner upon his compliance with the provisions hereof.

If the Board of Directors of the Association shall adopt a resolution recommending that the Association shall exercise its option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, the Board of Directors shall promptly call a meeting of all of the Unit Owners for the purpose of voting upon such option, which meeting shall be held within said thirty (30) days period. If unit owners owning not less than two-thirds (2/3) in the aggregate of the total ownership interest in the Common Elements, by affirmative vote at such meeting, elect to exercise such option to make such purchase or lease, then the Board of Directors shall promptly give written notice of such election as herein provided. In such event, such purchase or lease by the Association shall be closed and consummated, and, for such purpose, the Board of Directors shall have the authority to make such mortgage or other financing arrangements, and to make such assessments proportionately among the respective unit owners, and to make such other arrangements, as the Board of Directors may deem desirable in order to

close and consummate such purchase or lease of such Unit Ownership by the Association.

If the Association shall make any such purchase or lease of a Unit Ownership as herein provided, the Board of Directors shall have the authority at any time thereafter to sell or sublease such Unit Ownership on behalf of the Association upon such terms as the Board of Directors shall deem desirable, without complying with the foregoing provisions relating to the Association's right of first option, and all of the net proceeds or deficit therefrom shall be applied among the unit owners in the same proportions in which they were or could have been assessed as hereinabove provided with respect to the purchase or lease of such Unit Ownership.

If a proposed lease of any Unit Ownership is made by any unit owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such unit owner to the Board of Directors, and the lessee thereunder shall be bound by and be subject to all of the obligations of such unit owner with respect to such Unit Ownership as provided in this Declaration and the By-laws, and the lease shall expressly so provide. The unit owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Association's right of first option shall again apply to such Unit Ownership.

The provisions hereof with respect to the Association's right of first option shall not apply to sales or leases made by the Trustee.

In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage or a trust deed foreclosure sale), the person acquiring title through such sale, shall, before taking possession of the unit so sold, give thirty (30) days written notice to the Association of his intention so to do, whereupon the Association 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 Association 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 Association 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.

In the event any unit owner shall default in the payment of any monies required to be paid under provisions of any mortgage or trust deed against his Unit Ownership, the Board of Directors 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 Paragraph 23.

The foregoing provisions with respect to the Association's right of first option as to any proposed sale or lease shall be and remain in full force and effect until the Property as a whole shall be sold or removed

from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the unit owners in the manner herein provided for amendments to this Declaration. The Board of Directors of the Association may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the foregoing provisions.

The Board of Directors shall have the power and authority to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, 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 of the total ownership interest in the Common Elements.

The undersigned, for the purposes set forth, hereby declare that the Declaration be and is hereby amended in regard to said Section 21:

Section 21 is deleted in its entirety and amended to read:

**21. SALE OR LEASE BY UNIT OWNER - FIRST OPTION TO ASSOCIATION:**

(a) Sale By Unit Owner - First Option to Association. If any unit owner shall desire at any time to sell his unit (which unit, together with his respective percentage of ownership interest in the Common Elements is herein sometimes referred to as "unit ownership") to any person not related by blood or marriage to the unit owner, he shall first give the Association at least thirty (30) days prior written notice of the proposed sale, which notice shall state the name and address and financial and character references of the proposed purchaser and the terms of the proposed sale. The Association shall have the right of first option with respect to any sale by any unit owner as provided herein. During the period of thirty (30) days following the receipt by the Association of such written notice, the Association shall have the first right of its option to purchase such Unit Ownership upon the same terms as the proposed sale described in such notice.

If the Association shall give written notice to such unit owner within said thirty (30) day period that it has elected not to exercise such option, or if the Association shall fail to give written notice to such unit owner within said thirty (30) day period that it does or does not elect to purchase such Unit Ownership upon the same terms as herein provided, then, such unit owner may proceed to close said proposed sale transaction at any time within the next ninety (90) days thereafter; and if he fails to close said proposed sale transaction within said ninety (90) days, his Unit Ownership shall again become subject to the Association's first option as herein provided.

If the Association shall give written notice to such unit owner within said thirty (30) day period of its election to purchase described in said written notice to the Association, then such purchase by the Association shall be closed upon the same terms as such proposed sale.

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The notices referred to herein shall be given in the manner hereinafter provided for the giving of notices.

The Board of Directors of the Association shall have the authority, on behalf of and in the name of the Association, to elect not to exercise such option and to give written notice of such election. A certificate executed by the president or secretary of the Association, certifying that the Association by its Board of Directors has elected not to exercise such option to purchase such Unit Ownership upon the terms of such proposed sale, shall be conclusive evidence of such election by the Association and of the compliance with provisions hereof by the unit owner proposing to make such proposed sale. Such certificate shall be furnished to such unit owner upon his compliance with the provisions hereof.

If the Board of Directors of the Association shall adopt a resolution recommending that the Association shall exercise its option to purchase such Unit Ownership upon the terms of such proposed sale, the Board of Directors shall promptly call a meeting of all of the Unit Owners for the purpose of voting upon such option, which meeting shall be held within said thirty (30) days period. If unit owners owning not less than two-thirds ( $2/3$ ) in the aggregate of the total ownership interest in the Common Elements, by affirmative vote at such meeting, elect to exercise such option to make such purchase, then the Board of Directors shall promptly give written notice of such election as herein provided. In such event, such purchase by the Association shall be closed and consummated, and, for such purpose, the Board of Directors shall have the authority to make such mortgage or other financing arrangements, and to make such assessments proportionately among the respective unit owners, and to make such other arrangements, as the Board of Directors may deem desirable in order to close and consummate such purchase of such Unit Ownership by the Association.

If the Association shall make any such purchase of a Unit Ownership as herein provided, the Board of Directors shall have the authority at any time thereafter to sell or sublease such Unit Ownership on behalf of the Association upon such terms as the Board of Directors shall deem desirable, without complying with the foregoing provisions relating to the Association's right of first option, and all of the net proceeds or deficit therefrom shall be applied among the unit owners in the same proportions in which they were or could have been assessed as hereinabove provided with respect to the purchase of such Unit Ownership.

In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage or a trust deed foreclosure sale), the person acquiring title through such sale, shall, before taking possession of the unit so sold, give thirty (30) days written notice to the Association of his intention so to do, whereupon the Association 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 Association 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 Association

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.

In the event any unit owner shall default in the payment of any monies required to be paid under provisions of any mortgage or trust deed against his Unit Ownership, the Board of Directors 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 Paragraph 23.

The foregoing provisions with respect to the Association's right of first option as to any proposed sale shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the unit owners in the manner herein provided for amendments to this Declaration. The Board of Directors of the Association may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the foregoing provisions.

The Board of Directors shall have the power and authority to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, 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 of the total ownership interest in the Common Elements.

(b) Leasing By Unit Owner. No Unit Owner may enter into any lease, sublease or other tenancy arrangement of any unit until such Unit Owner has owned such unit for at least four (4) years. During such initial four year period, the unit may only be occupied by the Owner. Any attempted leasing, subleasing or other tenancy arrangement in contravention of the provisions of this paragraph shall entitle the Board to seek the following relief:

(i) Any remedy and penalty set out in the provisions of this Declaration, and;

(ii) All attorney's fees and court costs necessary to bring any action or to recover possession of the unit from any unauthorized tenants, and;

(iii) The fair rental value of such unit or the actual monthly rent under any unpermitted lease, whichever is larger, as liquidated damages.

The restrictions provided for in this paragraph shall not apply to any Owner of record on the date this paragraph becomes effective, or to any lease, sublease or other transaction between co-owners of the same Unit, or between the Owner and the spouse of the Owner, or between the Owner and any descendant of the Owner. All new Owners of record



after the effective date of this paragraph shall be subject to the foregoing restrictions, while Owners of record prior to the effective date of this Amendment will be governed by the provisions of the the Declaration in existence prior to the effective date of this Amendment.

(c) Leasing Policy. All owners when leasing out their unit must:

(i) Notify the Association's Board of Directors or managing agent of all current occupants of the unit, including children. This notification should not only include the names of each occupant but the phone number of the unit, the number of vehicles used by the occupants, the number and type of any pets (if permitted) and so on.

(ii) All leases must be in writing and in conformance with and make specific reference to the legal documents of the Association. The property owner is ultimately responsible to abide by all provisions and restrictions imposed by the Association's legal documents, whether he resides in the unit or not. If a tenant violates the documents or rules and regulations, it is the owner that will be held responsible.

(iii) All tenants should be given a copy of the legal documents and any rules or regulations that may have been adopted by the Association's Board of Directors. Tenants should be informed that this information is being provided to them because they are a part of the Association by virtue of their residence and are obligated to observe the documents.

(iv) All tenants should be advised of the operational structure of the Association, that a portion of their rent is used to pay the monthly Association assessment on the unit and what that assessment is used for.

(v) All applicants for rental should complete a formal tenant application. This is important to ensure all the information necessary to make a good judgment on the qualifications of the applicant is ascertained.

(vi) The unit owner is absolutely obligated to pay all of the condominium fees; since they are a covenant running with the land, all special assessments of the Association; increase in taxes, move-in charges; maintenance costs; or any special fees or charges imposed by the Association.

(vii) All leases must include provisions for the tenant obeying the By-Laws, Declaration and rules and regulations of the community, including the payment of any fines for rule violations, with a written acknowledgment by the tenant that he has received and accepts all of the conditions.

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(viii) The Board of Directors and/or the managing agent of the Association must be provided with a copy of the executed lease, information sheet, lease rider and the landlord's address.

(d) Hardships. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors of the Association may, but is not required to, grant permission to a Unit Owner to lease his unit to a specified lessee for a period of not more than twelve (12) consecutive months on such reasonable terms as the Board of Directors for the Association may establish. Such permission may be granted by the Board of Directors only upon the written application by the Unit Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth in the original application. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or an extension of a lease. The Board's decision shall be final and binding.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

This Amendment to Declaration is executed by unit owners owning not less than two-thirds (2/3) in the aggregate of the total ownership interest in the Common Elements, in the exercise of the power and authority conferred upon and vested in Association, and the signatories hereby warrant that they possess full power and authority to execute this instrument.

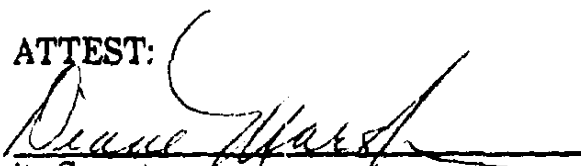
IN WITNESS WHEREOF, the Lotus Condominium Association, a not-for-profit corporation of Illinois, has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its President and attested by its Secretary this 25<sup>th</sup> day of FEBRUARY, 1991.

LOTUS CONDOMINIUM ASSOCIATION,  
an Illinois not-for-profit corporation

BY:

  
Its President

ATTEST:

  
its Secretary

(SEAL)

(adclotus.amd)

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## EXHIBIT A - LEGAL DESCRIPTION

That part of lot 1 in the Subdivision of lots 1, 5 and 6 in Owner's Subdivision of the West 1/2 of Section 21, Township 41 North, Range 13, East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the Northeasterly line of said lot with a line 213.0 feet South of and parallel with the North line of said lot (as measured along the West line thereof); thence Southeasterly along said Northeasterly line to a point on the North line of Lot 1 in Skokie Manor Highlands, being a Resubdivision of part of lot 1 in the Subdivision of lots 1, 5 and 6 in Owner's Subdivision aforesaid; thence West along the North line of said lot 1 in Skokie Manor Highlands and along said North line extended West to the Southwesterly line of Hamilton Drive (now Lotus Avenue), as shown on the Plat of said Skokie Manor Highlands; thence Southeasterly along said Southwesterly line to a point on line drawn parallel with the North line of Lot 1 in the Subdivision of Lots 1, 5 and 6 aforesaid through a point on the West line of said Lot 421.10 feet North of the Southwest corner thereof; thence West along said parallel line to a point 288.0 feet East of the West line of said lot (as measured along said parallel line); thence North parallel with the West line 63.0 feet; thence East parallel with the North line 11.00 feet; thence North parallel with the West line 127.00 feet; thence West parallel with the North line of said Lot 1.676 feet; thence North parallel with the West line of said lot 129.96 feet; thence West parallel with the North line of said lot 11.00 feet; thence North parallel with the West line of said lot to a point on a line parallel with the North line of said lot through the place of beginning; thence East to the Place of Beginning, excepting therefrom that part dedicated for Lotus Avenue (formerly Hamilton Drive) per Document No. 18463241, in Cook County, Illinois.

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STATE OF ILLINOIS )

COUNTY OF COOK )

) ss.

I, *Diana Marsh*, do hereby certify that I am the duly elected and qualified Secretary of the Lotus Condominium Association, an Illinois not-for-profit corporation, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the foregoing Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants of the Lotus Condominium Association was duly adopted and approved by the Board of Directors of the Association at a meeting held on the 25<sup>TH</sup> day of FEBRUARY, 1990.

*Diana Marsh*  
Secretary

Dated at Skokie, Illinois this

25<sup>TH</sup> day of FEBRUARY, ~~1990~~, 1991.

(corporate seal)

Property of Cook County Clerk's Office

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STATE OF ILLINOIS

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COUNTY OF COOK

) ss.

I, David March, do hereby certify that I am the duly elected and qualified secretary for the Lotus Condominium Association, an Illinois not-for-profit corporation, 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 of Condominium Ownership of the Lotus Condominium Association was duly adopted by the unit owners owning not less than 2/3rds in the aggregate of the total ownership interest in the Common Elements and the official ballots approving said Amendment are attached hereto and incorporated herein as part of said Amendment.

David March  
Secretary

Dated at Skokie, Illinois this

25<sup>TH</sup> day of FEBRUARY, ~~1990~~ 1991

(corporate seal)

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Lotus Association 1968

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

FOR OWNERS TO VOTE ON PASSAGE OF THREE AMENDMENTS  
TO THE DECLARATION AND BY-LAWS OF THE LOTUS ASSOCIATION

PLEASE INDICATE YOUR PREFERENCE BY MARKING THE PROPER  
BOXES, AND THEN SIGN YOUR NAME, ADDRESS AND UNIT NUMBER IN THE  
DESIGNATED SPACES BELOW.

(THE "YES" BOX MEANS: I AGREE THE AMENDMENT SHOULD BE PASSED.)

(THE "NO" BOX MEANS: I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.)

1.) Article IV, Section 8 of the By-Laws -  
Disposition of the 3-month Maintenance Escrow Deposit funds.

YES  NO

2.) Section 4 of the Declaration - "Common Elements" and also  
Section 6 of the Declaration - "Use of the Common Elements" -  
In both sections the words "Swimming Pool" and reference thereto  
are eliminated.

YES  NO

3.) Section 21 of the Declaration - "Sale or Lease by Unit Owner" -  
This Section 21 is divided into 2 sections - 21 (a) and 21 (b) -

Section 21(a) - Sale by Unit Owner -  
There is no change in the stipulations of this section.

Section 21(b) - Leasing by Unit Owner -  
The main change is that no Unit may be leased until after the Owner  
has resided in it for at least 4 years. There is a "Grandfather Clause"  
and also a "Hardship Clause" spelled out for special situations, so  
that all present Owners are taken care of.

YES  NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

2.15%

James A. Buczek  
NAME

8521  
ADDRESS

701  
UNIT #

2/11/91

9151368

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

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that all present Owners are taken care of.

YES  NO

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Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

Gail Shaw  
NAME

8521 Lotus Av Skokie  
ADDRESS

105  
703  
UNIT #

91151968

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

FOR OWNERS TO VOTE ON PASSAGE OF THREE AMENDMENTS  
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that all present Owners are taken care of.

YES  NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

1.65

DIANA TABIN/CHARLOTTE  
NAME + TOM FERKUS

8521 LOTUS  
ADDRESS

705  
UNIT #

94151965



8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

FOR OWNERS TO VOTE ON PASSAGE OF THREE AMENDMENTS  
TO THE DECLARATION AND BY-LAWS OF THE LOTUS ASSOCIATION

PLEASE INDICATE YOUR PREFERENCE BY MARKING THE PROPER  
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1.) Article IV, Section 8 of the By-Laws -  
Disposition of the 3-month Maintenance Escrow Deposit funds.

YES  NO

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YES  NO

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Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

Sam Bernadey  
NAME

8521 Lotus Ave, Skokie  
ADDRESS

2/17/91  
767 (171)  
51552965

767  
UNIT #

# UNOFFICIAL COPY

Lotus Association 68

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

## BALLOT

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YES

NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES

NO

1.71%

William Gary 8521 Lotus 208  
NAME ADDRESS UNIT #  
2/27/91

9157963



**UNOFFICIAL COPY**  
*Lotus Association* 68

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

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YES  NO

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Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

91452063  
1.65%

Pat Demalasi  
NAME

8541 Lotus  
ADDRESS

711  
UNIT #

# UNOFFICIAL COPY

*Lotus Association* 7 6 8

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

## BALLOT

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YES  NO

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Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

Essie Surkin  
NAME

8541 Lotus  
ADDRESS

165  
712  
UNIT #

SECRET

# UNOFFICIAL COPY

*Lotus Association* 6 8

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

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YES  NO

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YES  NO

1.65%

57151368

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ UNIT # \_\_\_\_\_  
2/27/91

# UNOFFICIAL COPY

*Lotus Association, 6 8*

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

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YES  NO

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Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

*Lawrence Hunter*

*8541 1/2 Lotus*

*112 311*  
*716*

NAME

ADDRESS

UNIT #

5151368

# UNOFFICIAL COPY

*Lotus Association* 1 9 6 8

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

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YES

NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES

NO

*Michelle L. Blane 8341 Lotus*

NAME

ADDRESS

UNIT #

215

717

9151968



*Ballot for the*  
*Ballot for the*

# UNOFFICIAL COPY

*Lotus Association* 6 8

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

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YES

NO

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Authorization by the Owners for Compensation to Officers and Board  
Members.

YES

NO

2.15%

*KATHY M. ...*  
NAME  
*Kathy M. ...*

*5041 Lotus*  
ADDRESS  
*2/25/91*

*718*  
UNIT #

9151963

UNOFFICIAL COPY

Lotus Association 9 6 8

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

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Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

Meyer Morris  
NAME

8521 LOTUS AVE.  
ADDRESS

801  
UNIT #

215 e/A

5151368

BALLOT

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YES  NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
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Members.

YES  NO

2.15%

Louis Kuban  
NAME

8521 Lotus Skokie  
ADDRESS

3/9/91

802  
UNIT #

9151366

8521.41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

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NO

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Members.

YES

NO

Sofia Shekhar 8521 LOTUS 803  
NAME ADDRESS UNIT #

91151368

# UNOFFICIAL COPY

*Lotus Association, 68*

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

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Members.

YES

NO

*[Signature]*  
NAME

*8521 Lotus Ave #800*  
ADDRESS

*21240*  
*800*  
UNIT #

*2/7/91*

9151968

# UNOFFICIAL COPY

*Lotus Association* 6 8

8521.41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

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YES  NO

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Members.

YES  NO

Allen E. Price 2541 Lotus 809  
NAME ADDRESS UNIT #  
2/25/91

9151368

# UNOFFICIAL COPY

9 | 1 | 1 | 9 6 8

## Lotus Association

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

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YES  NO

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Members.

YES  NO

NAME S. E. Kabaker ADDRESS 8541 Lotus Ave. UNIT 812

2/7/91

224  
915  
812  
8

# UNOFFICIAL COPY

*Lotus Association, 68*

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

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has resided in it for at least 4 years. There is a "Grandfather Clause"  
and also a "Hardship Clause" spelled out for special situations, so  
that all present Owners are taken care of.

YES

NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES

NO

MARGARET CAULEY  
NAME

8541 N. LOTUS  
ADDRESS

813  
UNIT #

2.24

91451368





8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

FOR OWNERS TO VOTE ON PASSAGE OF THREE AMENDMENTS  
TO THE DECLARATION AND BY-LAWS OF THE LOTUS ASSOCIATION

PLEASE INDICATE YOUR PREFERENCE BY MARKING THE PROPER  
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(THE "YES" BOX MEANS: I AGREE THE AMENDMENT SHOULD BE PASSED.)

(THE "NO" BOX MEANS: I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.)

1.) Article IV, Section 8 of the By-Laws -  
Disposition of the 3-month Maintenance Escrow Deposit funds.

YES  NO

2.) Section 4 of the Declaration - "Common Elements" and also  
Section 6 of the Declaration - "Use of the Common Elements" -  
In both sections the words "Swimming Pool" and reference thereto  
are eliminated.

YES  NO

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and also a "Hardship Clause" spelled out for special situations, so  
that all present Owners are taken care of.

YES  NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

1.62%

Samuel J. Anderson 8541 N. Inman 816  
NAME ADDRESS UNIT #  
3/4/91

91352363

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

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and also a "Hardship Clause" spelled out for special situations, so  
that all present Owners are taken care of.

YES  NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

Herald S. ...  
NAME

8541 Lotus  
ADDRESS

817  
UNIT #

2.15%

2/7/91

5152005

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

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NO

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that all present Owners are taken care of.

YES

NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES

NO

NAME

ADDRESS

UNIT #

Mildred Kohlmann, 8541 N. Lotus

2/12/91

818

21506

51151968

# UNOFFICIAL COPY

*Lotus Association* 9 6 8

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

## BALLOT

### FOR OWNERS TO VOTE ON PASSAGE OF THREE AMENDMENTS TO THE DECLARATION AND BY-LAWS OF THE LOTUS ASSOCIATION

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and also a "Hardship Clause" spelled out for special situations, so  
that all present Owners are taken care of.

YES  NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

2.15%

Morris P. Marilyn D. Dikow 8541 N. LOTUS  
NAME ADDRESS

APT. # 901  
UNIT #

2/8/91

9151368

# UNOFFICIAL COPY

*Lotus Association*

1 9 6 8

8521.41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

## BALLOT

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YES  NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

NAME

ADDRESS

UNIT #

*Dana Kammarate 8541 Lotus*

*2/7/91*

*902*

*2.15%*

915-968

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

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YES  NO

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Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

116-5070

Ken Portman  
NAME

8541 LOTUS AVE  
ADDRESS

904  
UNIT #

2/22/91

9151368

UNOFFICIAL COPY

Lotus Association 1968

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

FOR OWNERS TO VOTE ON PASSAGE OF THREE AMENDMENTS  
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YES  NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

Lillian Archer  
NAME

8541 N. Lotus  
ADDRESS

3/3/91

906  
UNIT #

2.24%

91157968



8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

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YES  NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

1.62%

[Signature]  
NAME

8541 Lotus Skokie, Ill #308  
ADDRESS UNIT #

2/25/91

9151958

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

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YES  NO

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Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

ELIZABETH HATZER  
NAME

8541 LOTUS, SKOKIE IL 60077  
ADDRESS

2/17/91  
NO 1.620  
UNIT #

3157066

8521.41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

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YES  NO

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Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

Henry Breit  
NAME

8541 N. LOTUS  
ADDRESS

2/16/91  
9/11  
1.65  
UNIT #

5151368

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

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YES  NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

Deane Marsh  
NAME

854 Lotus, Skokie  
ADDRESS

1.71  
1.65  
224  
807  
905  
912  
UNIT #

9151053

UNOFFICIAL COPY

Lotus Association

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

1 9 6 8

BALLOT

FOR OWNERS TO VOTE ON PASSAGE OF THREE AMENDMENTS  
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YES

NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES

NO

Yvette Sadovsky

NAME

8541 Lotus

ADDRESS

913

UNIT #

224

9151368

# UNOFFICIAL COPY

*Lotus Association, 68*

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

## BALLOT

### FOR OWNERS TO VOTE ON PASSAGE OF THREE AMENDMENTS TO THE DECLARATION AND BY-LAWS OF THE LOTUS ASSOCIATION

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YES  NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

NAME

Molly Patkin

ADDRESS

8541 N. Lotus

UNIT #

914

7/21/91

1165070

91181963

UNOFFICIAL COPY

Lotus Association

1 9 6 8

5521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

FOR OWNERS TO VOTE ON PASSAGE OF THREE AMENDMENTS  
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YES  NO

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Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

Thomas J. Ferguson 8541 LOTUS SKOKIE ILL 60077 917  
NAME ADDRESS UNIT #  
2/25/91

2.15

9151968

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

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YES  NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES

NO

Carol Willett  
NAME

8541 Lotus  
ADDRESS

9/8  
UNIT # 2115

*Would like more  
information - how much  
for what? etc*  
2/25/91

911510889115



# UNOFFICIAL COPY

*Lotus Association, 68*

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

## BALLOT

### FOR OWNERS TO VOTE ON PASSAGE OF THREE AMENDMENTS TO THE DECLARATION AND BY-LAWS OF THE LOTUS ASSOCIATION

PLEASE INDICATE YOUR PREFERENCE BY MARKING THE PROPER BOXES, AND THEN SIGN YOUR NAME, ADDRESS AND UNIT NUMBER IN THE DESIGNATED SPACES BELOW.

(THE "YES" BOX MEANS: I AGREE THE AMENDMENT SHOULD BE PASSED.)

(THE "NO" BOX MEANS: I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.)

1.) Article II, Section 8 of the By-Laws -  
Disposition of the 3-month Maintenance Escrow Deposit funds.

YES

NO

2.) Section 4 of the Declaration - "Common Elements" and also  
Section 6 of the Declaration - "Use of the Common Elements" -  
In both sections the words "Swimming Pool" and reference thereto  
are eliminated.

YES

NO

3.) Section 21 of the Declaration - "Sale or Lease by Unit Owner" -  
This Section 21 is divided into 2 sections - 21 (a) and 21 (b) -

Section 21(a) - Sale by Unit Owner -  
There is no change in the stipulations of this section.

Section 21(b) - Leasing by Unit Owner -  
The main change is that no Unit may be leased until after the Owner  
has resided in it for at least 4 years. There is a "Grandfather Clause"  
and also a "Hardship Clause" spelled out for special situations, so  
that all present Owners are taken care of.

YES

NO

4.) Article II, Section 6 of the By-Laws - "Board of Directors" -  
Authorization by the Owners for Compensation to Officers and Board  
Members.

YES

NO

1.62%

Theresa M. Moore  
NAME

8541 N Lotus  
ADDRESS

2/25/91

715  
UNIT #

5151368

# UNOFFICIAL COPY

*Lotus Association* 1 9 6 8

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

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YES  NO

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Members.

YES  NO

Lawrence H. Miller  
NAME

823 S. Arden St.  
ADDRESS 1100 N. Lincoln  
24  
UNIT #

1.65  
804

9151968

# UNOFFICIAL COPY

*Lotus Association* 1 9 6 8

8521.41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

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that all present Owners are taken care of.

YES  NO

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Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

Raul R. Engel  
NAME

8521 LOTUS AVE.  
ADDRESS

808  
UNIT #

2/26/91

1.71%

9151968

# UNOFFICIAL COPY

*Lotus Association* 6 8

5521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

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YES  NO

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Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

*Law Kabe*  
NAME

*8541 Lotus Av skokie IL  
60077*  
ADDRESS

*909*  
UNIT #

*1.62*

9151968

8521-41 LOTUS AVENUE  
SKOKIE, ILLINOIS 60077

BALLOT

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YES  NO

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Authorization by the Owners for Compensation to Officers and Board  
Members.

YES  NO

Mr. & Mrs. Robert Eastman 9541 10th St, Skokie  
NAME ADDRESS UNIT #

2/25/91

1.620%  
915

9151988

FOURTH AMENDMENT TO THE BY-LAWS  
FOR THE LOTUS CONDOMINIUM ASSOCIATION  
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS  
OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 19574555

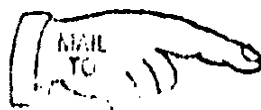
This Fourth Amendment to By-laws made and entered into the 25<sup>th</sup> day of FEBRUARY, 1991, by unit owners owning not less than 2/3rds in the aggregate of the total ownership interest in the Common Elements of the Lotus Condominium Association, an Illinois not-for-profit corporation, is an amendment to the By-laws for the Lotus Condominium Association (hereinafter referred to as "By-laws") recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 19574555.

WITNESSETH:

WHEREAS, the Declaration has submitted certain real property to the provisions of the Illinois Condominium Property Act (the "Act"), said Condominium being known as Lotus Condominium Association (the "Condominium"), which Condominium is legally described in Exhibit "A" and attached hereto; and

WHEREAS, the Lotus Condominium Association is an Illinois not-for-profit corporation (hereinafter referred to as "Association") is the assignee of the Developer's rights as set forth and described in the Declaration; and

WHEREAS, pursuant to Article VI of the By-laws provides that the By-laws may be amended pursuant to a resolution or written consent approving such amendment or amendments adopted or given by unit owners owning not less than two-thirds in the aggregate of the total ownership interest in the Common Elements; and



PLEASE RETURN TO:  
Kovitz Shifrin & Waitzman  
3436 North Kennicott, #150  
Arlington Heights, IL 60004

5151969

57.00  
mail