93206524

SECOND AMENDMENT TO DECLARATION OF COMMON OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE COURTS OF NORTHBROOK ASSOCIATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 89085003

MAR 19 1993

This Second Amendment to the Declaration and By-Laws made and entered into the 24th day of November, 1992, by an instrument in writing signed and acknowledged by all of the members of the Board and Owners of at least 75% of the number of Townhome Units of the Courts of Northbrook Association, an Illinois not-for-profit corporation, is an amendment to that certain Declaration of Common Ownership and of Easements, Restrictions, Covenants and By-Laws for Courts of Northbrook Association, (hereinafter referred to as "Declaration and By-Laws"), recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 24, 1989 as Document Number 89085003, and amended by that certain First Amendment to Declaration and By-Laws recorded on March 1, 1991 as Document Number 91095478.

DEPT-01 RECORDING $222.00
T#4444 TRAN 6168 03/19/93 13:42:00
#1137 # *-93-206524
COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, the Developer established a residential community, said community being known as Courts of Northbrook Association (the "Association"), which community is legally described in Exhibit "A" and attached hereto; and

WHEREAS, the Courts of Northbrook Association is the assignee of the Developer's rights as set forth and described in the Declaration and By-Laws; and

WHEREAS, pursuant to Article X, Section R., the Declaration and By-Laws may be amended by owners of at least 75% of the number of Townhome Units and such amendment must be approved by a formal resolution duly adopted by the President and Board of Trustees of the Village of Northbrook; and

93206524

$ 22/00
6 Copies

MAIL TO

This Document Prepared By and to be Returned to:

Jordan I. Shifrin
Kovitz Shifrin & Waitzman
3436 North Kennicott, Suite 150
Arlington Heights, IL 60004

WHEREAS, said instrument has been approved by owners of at least 75% of the number of Townhome Units; and

NOW, THEREFORE, the Association hereby declares that the Declaration and By-Laws be and are hereby amended as follows:

WHEREAS, Section C of Article II of the Declaration presently reads as follows:

> C. ALTERATIONS AND ADDITIONS. No exterior architectural changes or additions may be made to any Townhome Unit, or any part thereof, including but not limited to the installation by any Owner or Occupant of exterior storm sashes, storm doors, fencing, canopies or awnings of any kind on any Townhome Unit, or any part thereof, and the creation by any Owner or Occupant of enclosures or porches for the front or rear entrances, a Privacy Wall or other enclosure wall, a deck, greenhouse, Patio, Adjacent Patio Area, Private Garden or Adjacent Garden Area as part of a Townhome Unit or on the Common Area that was not part of the Townhome Unit as originally constructed.

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

Section C of Article II of the Declaration is deleted in its entirety and replaced with:

> C. ALTERATIONS AND ADDITIONS. No exterior architectural changes or additions may be made to any Townhome Unit, or any part thereof, including but not limited to the installation by any Owner or Occupant of exterior storm sashes, storm doors, fencing, canopies or awnings of any kind on any Townhome Unit, or any part thereof, and the creation by any Owner or Occupant of enclosures or porches for the front or rear entrances, a Privacy Wall or other enclosure wall, a deck, greenhouse, Patio, Adjacent Patio Area, Private Garden or Adjacent Garden Area as part of a Townhome Unit or on the Common Area that was not part of the Townhome Unit as originally constructed, except as approved by the Board of Directors or its duly authorized Committee. The Board of Directors is empowered to establish policies and procedures governing architectural control. Any architectural changes, additions or alterations pursuant to this Section shall conform to and be in compliance with Village of Northbrook Ordinance No. 88-27, approving a planned development for the Property, and all other ordinances, codes and requirements of the Village.

WHEREAS, Section F of Article V of the Declaration presently reads as follows:

> F. NOTICE OF MEETING. Each Owner shall be entitled to receive written notice mailed or delivered no less than ten (10) days and

no more than thirty (30) days prior to any meeting of the Association Board concerning the adoption of the annual budget or any increase, or establishment of an assessment. Except as set forth in the foregoing sentence, written notice of all meetings of the Association Board shall be mailed or delivered to each Owner at least forty-eight (48) hours prior to a meeting of the Association Board, unless a written waiver of such notice is signed by such Owner before the meeting is convened. All Association Board meetings are open to any Owner except for the portion of any meeting held:

1. to discuss litigation when an action against or on behalf of the Association has been filed or is pending in a court or administrative tribunal, or when the Association Board finds that such an action is probably or imminent;

2. to consider information regarding appointment, employment or dismissal of an employee; or

3. to discuss violations of rules and regulations of the Association or unpaid Common Expenses owed to the Association;

except that any vote on these matter shall be taken at a meeting or portion thereof open to any Owner subject to the authority of the Association. Any Owner may record the proceedings at meetings required to be open by tape, film or other means, provided that the Association Board may prescribed reasonable rules and regulations to govern the right to make such recordings.

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

Section F of Article V of the Declaration is deleted in its entirety and replaced with:

F. <u>NOTICE OF MEETING</u>. Each Owner shall be entitled to receive written notice mailed or delivered no less than ten (10) days and no more than thirty (30) days prior to any meeting of the Association Board concerning the adoption of the annual budget or any increase, or establishment of an assessment. Except as set forth in the foregoing sentence, written notice of all meetings of the Association Board shall be mailed or delivered to each Owner at least forty-eight (48) hours prior to a meeting of the Association Board, unless a written waiver of such notice is signed by such Owner before the meeting is convened. All Association Board meetings are open to any Owner except for the portion of any meeting held:

1. to discuss litigation when an action against or on behalf of the Association has been filed or is pending in a court or

administrative tribunal, or when the Association Board finds that such an action is probably or imminent;

2. to consider information regarding appointment, employment or dismissal of an employee; or

3. to discuss violations of rules and regulations of the Association or unpaid Common Expenses owed to the Association;

except that any vote on these matters shall be taken at a meeting or portion thereof open to any Owner subject to the authority of the Association.

The Board of Directors reserves the right to meet as a committee of the whole at an Executive Session, without notice to the membership, in order to discuss any matter that is for the benefit of the Association and its Owners. All matters discussed at an Executive Session are confidential and no minutes shall be kept. Any matters for discussion that require Board action shall be included on the agenda at the next regular or special open Board meeting. The Board shall then vote to take any formal action or vote to ratify any matters discussed at the closed session.

Any Owner may record the proceedings at meetings required to be open by tape, film or other means, provided that the Association Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

WHEREAS, Section A3 of Article VI of the Declaration presently reads as follows:

3. The Association shall have the right and power at its election, but not the obligation, to perform the maintenance (including without limitation fertilizing, spraying, weed control, mowing, trimming and cultivating) and replacement required on account of natural causes, of the lawn, shrubbery, trees, evergreens or plantings constituting a part of the Property landscaping scheme in the Private Garden where such garden is accessible. Owners and Occupants shall be responsible for all such maintenance and replacement not so performed by the Association in the Private Garden with respect to each Townhome. The Association shall not be responsible for any damage to such plantings or flowers resulting from any cause whatsoever. The Association may assess as a Special Expense pursuant to the provisions of Section E3 of Article VIII hereof maintenance or replacement costs against any Owner where such maintenance or replacements are necessitated by reason of the failure of such Owner to provide for proper watering, maintenance, and replacement to be done by Owner as above described, or due to

other act or neglect of such Owner, including but not limited to, landscaping problems created by such Owner.

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

Section A3 of Article VI of the Declaration is deleted in its entirety and replaced with:

3. The Association shall perform general landscaping maintenance (including without limitation, fertilizing, spraying, weed control, mowing, trimming and cultivating) and as determined by the Board in its sole discretion, the replacement required on account of natural causes, of the lawn, shrubbery, trees, evergreens or plantings constituting a part of the Property landscaping scheme in the Private Garden where such garden is accessible, provided, however, that such landscaping shall at all times comply with the requirements of Village of Northbrook Ordinance No. 88-27 and all other ordinances, codes and requirements of the Village. Owners and Occupants shall be responsible for all such maintenance and replacement not so performed by the Association in the Private Garden with respect to each Townhome. The Association shall not be responsible for any damage to such plantings or flowers resulting from any cause whatsoever. The Association may assess as a Special Expense pursuant to the provisions of Section E3 of Article VIII hereof, maintenance or replacement costs against any Owner where such maintenance or replacements are necessitated by reason of the failure of such Owner to provide for proper watering, maintenance, and replacement to be done by Owner as above described, or due to other act or neglect of such Owner, including, but not limited to, landscaping problems created by such Owner.

WHEREAS, Section I of Article VI of the Declaration presently reads as follows:

I. <u>EXTERIOR PAINTING</u>. As the character of the architecture and color coordination of the Townhome Units within the Property play such an important role in the ultimate residential environment, there shall be no change in any exterior color of any Townhome Unit from the color scheme originally in effect. At least once each ten (10) years, unless the Association shall provide for a different time period, the exteriors of the Townhome Units shall be repainted in the same color scheme. The cost of such exterior repainting shall be paid out of Association reserve funds. At such time as exterior repainting of any Townhome Unit shall be scheduled as provided by the provisions of this Section, in order to insure the continuity of color coordination, the Association shall secure and engage, for the benefit of the Owners, such contractor or contractors as it shall determine to perform such exterior repainting as may be required.

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

Section I of Article VI of the Declaration is deleted in its entirety and replaced with:

> I. EXTERIOR PAINTING. As the character of the architecture and color coordination of the Townhome Units within the Property play such an important role in the ultimate residential environment, there shall be no change in any exterior color or any Townhome Unit from the color scheme originally in effect. In order to maintain uniformity, the Association shall be responsible for the exterior painting of the Units. The Board, in its sole discretion, shall determine when the exterior is to be painted and whether some or all of the Units are to be painted. The exteriors of the Townhome Units shall be repainted in the same or uniform color scheme as determined by the Board. At such time as exterior repainting of any Townhome Unit shall be scheduled as provided by the provisions of this Section, in order to insure the continuity of color coordination, the Association shall secure and engage, for the benefit of the Owners, such contractor or contractors as it shall determine to perform such exterior repainting as may be required. No Owner may paint any part of the exterior of the Unit. If an Owner does paint the exterior, the Association may repaint the area and charge the cost of doing so to the Owner.

WHEREAS, Section P of Article VI of the Declaration presently reads as follows:

> P. OTHER REQUIRED IMPROVEMENTS. The Association shall have the exclusive authority and responsibility to provide for the acquisition, construction and payment for any emergency items or other items otherwise required for the preservation and safety of the Common Area or by applicable law or ordinance, or regulations promulgated pursuant thereto. The cost of any such items shall be funded by charges against the Maintenance Fund or, if sufficient funds be unavailable therefrom, then by assessment pursuant to the provisions of Section E2 and/or E3 of Article VIII hereof, which assessment shall be enforceable and collectible in mode and manner as provided in Section F of Article VIII hereof.

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

Section P of Article VI of the Declaration is deleted in its entirety and replaced with:

> P. OTHER REQUIRED IMPROVEMENTS. The Association shall have the exclusive authority and responsibility to provide for the

acquisition, construction and payment for any emergency items or other items otherwise required for the preservation and safety of the Common Area or by applicable law or ordinance, or regulations promulgated pursuant thereto. The Association may acquire materials or construct additional amenities which may benefit one or more Owners and the Association in order to preserve and protect the Property and maintain it as a first class residential housing development. Any such items shall conform to and be in compliance with Village of Northbrook Ordinance No. 88-27 and all other ordinances, codes and requirements of the Village. The cost of any such item shall be funded by charges against the Maintenance Fund or, if sufficient funds are unavailable therefrom, then by assessment pursuant to the provisions of Section E2 and/or Section E3 of Article VIII hereof, which assessment shall be enforceable and collectible in mode and manner as provided in Section F of Article VIII hereof.

WHEREAS, Section Q of Article VI of the Declaration presently reads as follows:

Q. OTHER MAINTENANCE AND REPAIR. All costs for maintenance, repair, restoration and reconstruction charges not specifically allocated by this Declaration to the Association shall be the responsibility of the individual Owner, including without limitation the maintenance, repair, restoration and reconstruction of such Owner's Townhome Unit as set forth in Section A of Article VII hereof. The roof is the responsibility of the Association.

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

Section Q of Article VI of the Declaration is deleted in its entirety and replaced with:

Q. OTHER MAINTENANCE AND REPAIRS. All costs for maintenance, repair, restoration and reconstruction charges not specifically allocated by this Declaration to the Association shall be the responsibility of the individual Owner, including without limitation the maintenance, repair, restoration and reconstruction of such Owner's Townhome Unit as set forth in Section A of Article VII hereof. However, in the event the Board of Directors believes that a certain type or class of maintenance, repair or restoration to be performed on one or more Townhome Units and is the Owner's responsibility, the Association reserves the right, but shall not be obligated to, undertake said repair, maintenance or restoration of any item which benefits one or more Owners and the Association and preserves the Property as a first class residential housing development. The cost of any such item shall be funded by charges against the Maintenance Fund or, if sufficient funds are unavailable therefrom, then by assessment pursuant to the

provisions of Section E2 and/or E3 of Article VIII hereof, which assessment shall be enforceable and collectible in mode and manner as provided in Section F of Article VIII hereof. The maintenance, repair and replacement of the roofs is the responsibility of the Association. This responsibility shall be limited to the roofs themselves. The Association shall not be responsible for any damages or repairs to the interior or other areas of the Units resulting from damages to the roofs. In addition, each Owner shall be responsible for obtaining casualty insurance against any damages done to the roofs from whatever sources or causes.

WHEREAS, the following section is added and made part of Section X of Article VI of the Declaration as follows:

3. PROTESTS OF REAL ESTATE TAXES AND ASSESSMENTS. The Association on behalf of all Owners may, but is not obligated to, engage professionals to protest the real estate tax assessments and/or real estate taxes for all Owners. Such fees and costs incurred for the protest may be deemed to be a Special Expense, subject to assessment as a Special Expense pursuant to Article VIII, Section E3 hereof, enforceable and collectible in mode and manner as provided in Section F of Article VIII hereof. The costs and fees are to be billed or allocated to each Owner on an equitable basis as determined by the Board.

WHEREAS, Section B of Article VII of the Declaration presently reads as follows:

B. CASUALTY INSURANCE: COMMON AREA. The Association shall obtain and maintain such insurance as the Association Board shall from time to time deem appropriate with respect to damage to or destruction of the Common Area, or to or of any of the improvements thereof, or to or of any other tangible or intangible assets for which the Association may have responsibility from time to time, from any cause.

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

Section B of Article VII of the Declaration is deleted in its entirety and replaced with:

B. CASUALTY INSURANCE: COMMON AREA.

1. The Association shall obtain and maintain such insurance as the Association Board shall from time to time deem appropriate with respect to damage to or destruction of the

Common Area, or to or of any of the improvements thereof, or to or of any other tangible or intangible assets for which the Association may have responsibility from time to time, from any cause.

2. The Association shall not be obligated to obtain or maintain casualty insurance for those items in which it has no ownership interest, but for which it still has responsibility for maintenance pursuant to the Declaration, including, but not limited to, Townhome Building roofs, driveways and walkways serving individual Townhome Units (but not streets or walkways on the Common Area), front entrances of Townhome Units, and landscaping on individual Townhome Lots. Each Owner shall have the responsibility and obligation for obtaining and maintaining casualty and liability insurance on the Townhome Unit.

WHEREAS, the last paragraph of Section F1 of Article VIII of the Declaration presently reads as follows:

If any such default shall occur, the Association Board may exercise and enforce any and all rights and remedies as may be provided herein, in the By-Laws or otherwise available at law or in equity, for the collection thereof, including, without limitation, the right to bar such Owner and all Occupants of his Townhome Unit from using any or all of the Common Area until such Default is cured, the right to bring suit against any or all such Owners and Occupants so in Default for personal judgments against them, jointly and severally, and to enforce collection of such judgments, to foreclose any such liens in the manner provided by law for foreclosure of liens against real estate and the right to take possession of such Owners' Townhome Unit, and to maintain an action for possession of such Townhome Units of such Owners or Occupants in the manner prescribed by Ill. Rev. Stat. Ch. 110, Section 9-101 et seq., as heretofore and hereafter amended, or any successor provisions governing forcible entry and detainer. There shall be added to the amount then due and payable, all of which amounts shall be included in any judgment, whether personal or by way of foreclosure, the costs and expenses of collection and/or suit, including but not limited to attorneys' fees, together with interest on all amounts due (including costs and expenses) at the highest lawful per annum from and after the time such amounts were originally due or incurred until they are paid. The Association Board of its nominee shall have the power to bid in the interest so foreclosed at any foreclosure sale, and to acquire and hold, lease, mortgage, and convey the Townhome Unit sold thereby.

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

If any such default shall occur, the Association Board may exercise and enforce any and all rights and remedies as may be provided herein, in the By-Laws or otherwise available at law or in equity, for the collection thereof, including, without limitation, the right to bar such Owner and all Occupants of his Townhome Unit from using any or all of the Common Area until such Default is cured, withhold any privileges of membership, the right to bring suit against any or all such Owners and Occupants so in Default for personal judgments against them, jointly and severally, and to enforce collection of such judgments, to foreclose any such liens in the manner provided by law for foreclosure of liens against real estate and the right to take possession of such Owners' Townhome Unit, and to maintain an action for possession of such Townhome Units of such Owners or Occupants in the manner prescribed by Ill. Rev. Stat. Ch. 110, Section 9-101 et seq., as heretofore and hereafter amended, or any successor provisions governing forcible entry and detainer. There shall be added to the amount then due and payable, all of which amounts shall be included in any judgment, whether personal or by way of foreclosure, the costs and expenses of collection and/or suit, including but not limited to attorneys' fees, together with interest on all amounts due (including costs and expenses) at the highest lawful per annum from and after the time such amounts were originally due or incurred until they are paid. The Association Board of its nominee shall have the power to bid in the interest so foreclosed at any foreclosure sale, and to acquire and hold, lease, mortgage, and convey the Townhome Unit sold thereby.

WHEREAS, Section D1 of Article X of the Declaration presently reads as follows:

D. <u>SALE OR TRANSFER BY OWNER</u>.

1. Subject to the provisions of Subsection 7 of this Section D, in the event the Owner of any Townhome Unit other than the Declaration or Developer shall desire to sell, lease or otherwise transfer any interest in the same, the said Owner shall cause prior written notice thereof ("Owner's Notice") to be served upon the Association Board (or the Developer prior to the formation of the Association). The said Owner's Notice shall specify the name and address of the prospective recipient of the interest of the Owner, and all of the terms and conditions of the contemplated sale, lease or transference of interest. The Association Board (or the Developer prior to the formation of the Association) shall convene a special meeting to consider the said Owner's Notice not later than twenty-eight (28) days after the said Owner's Notice has been served upon it by the Owner. The Association Board (or the Developer prior to formation of the Association) shall cause not less than seven (7) days prior written notice of its special meeting to be served upon the said Owner specifying the date, time and place of the special meeting. The Owner shall ar range for a conference with the intended

purchaser, lessee, or transferee, and the Association Board (or the Developer prior to the formation of the Association) at such special meeting. The conference shall be for the purpose of reviewing the proposed recipient and acquainting the proposed recipient with the responsible use of the Property and its environs and for such other reasonable purposes as the Association Board (or the Developer prior to the formation of the Association) shall determine.

Section D1 of Article X of the Declaration is deleted in its entirety and replaced with:

D. SALE, TRANSFER OR LEASE BY OWNER.

1.(a) Sale or Transfer. Subject to the provisions of Subsection 7 of this Section D, in the event the Owner of any Townhome Unit shall desire to sell or otherwise transfer any interest in the same, the said Owner shall cause prior written notice thereof ("Owner's Notice") to be served upon the Association Board. The Owner's Notice shall specify the name and address of the prospective purchaser, and all of the terms and conditions of the contemplated sale or transference of interest. The Board of Directors, or its agent, shall meet with the intended purchaser for the purpose of reviewing the aforesaid information, acquaint the purchaser with the Property and the rules and regulations of the Association.

1.(b) Lease. No Townhome Unit, or interest therein, shall be leased by an Owner to any other person. Each Owner currently so leasing his or her Unit prior to the effective date of the Second Amendment to this Declaration, is subject to the following restrictions:

(i) Owners of one or more Townhome Units as of the effective date of the Second Amendment to this Declaration may lease their Townhome Units until September 30, 1995. After this date all Townhome Units must be occupied by the Townhome Unit Owner or put up for sale and may not be leased to any other person.

(ii) Purchasers of Townhome Units after the effective date of the Second Amendment to this Declaration must occupy the Townhome Unit for a period of two years. The Owner may then lease the Townhome Unit for a maximum of three years, at the end of which time the Townhome Unit must be reoccupied by the Owner or put up for sale and may not be leased.

(iii) The effective date of the Second Amendment to this Declaration shall be deemed to be the date of its

recording with the Office of the Recorder of Deeds of Cook County.

(iv) An Owner may submit a written request to the Board of Directors, setting forth a hardship claim to the Owner and request an extension of the prohibition of leasing to another person. In the event a hardship claim is granted, the Board may grant an extension of lease rights for a period of up to twelve (12) months. Thereafter, the Owner must re-apply for hardship status.

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

(vi) In addition to the authority to levy fines against the Townhome Unit Owner for violation of this Section 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 Unit Owner and/or their tenant, under Illinois Revised Statutes, Ch. 110, par. 9-122, an action for injunctive and other equitable relief, or an action at law for damages.

(vii) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Section shall subject the Townhome Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(viii) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Townhome Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(ix) If a proposed lease of any Townhome Unit is made by any Townhome Unit Owner, after compliance with the foregoing provisions, a copy of the lease as and when executed, and no less then 10 days prior to occupancy, shall be furnished by such Townhome Unit Owner to the Board and the lessee thereunder shall be bound by and be subject to all of the obligations of such Townhome Unit Owner with respect to such ownership as provided in this Declaration and the By-Laws, and the lease shall expressly so provide. The Townhome Unit Owner making any such

lease shall not be relieved thereby from any of his obligations.

WHEREAS, Section C(3) of Article II of the By-Laws presently reads as follows:

> (3) Annual Meeting. There shall be an annual meeting of the Voting Members on the first Tuesday of February following the initial meeting, and on the first Tuesday of February of each succeeding year thereafter, at the Property at 7:30 p.m., or at such other reasonable time or date as the Association Board may designate by written notice served not less than ten (10) days nor more than thirty (30) days prior to the date fixed for such meeting. One of the purposes thereof shall be to elect members of the Association Board.

The undersigned, for the purposes set forth, hereby declare that the By-Laws be and are hereby amended in regard to said Article as follows:

Section C(3) of Article II of the By-Laws is deleted in its entirety and replaced with:

> (3) Annual Meetings. There shall be an annual meeting of the Voting Members on the second Thursday of May at 7:30 p.m. or at such other reasonable time or date as the Association Board may designate by written notice served not less than ten (10) days nor more than thirty (30) days prior to the date fixed for such meeting. The Board shall also designate a reasonable place for the meeting. One of the purposes thereof shall be to elect members of the Association Board.

WHEREAS, Section F of Article II of the By-Laws presently reads as follows:

> F. MEETINGS. An initial meeting of the Association Board shall be held immediately following the initial meeting of the Voting Members and an annual meeting of the Association Board shall be held immediately following each annual meeting of the Voting Members thereafter, and at the same place. The Operating Budget shall be adopted at the annual meeting of the Association Board. In addition to the annual meeting, meetings of the Association Board shall be held on the first Tuesday of each May, August and November at the same place and at the same time as the annual meeting of the Association Board. Special meetings of the Board may be held at such times and places as the Association Board may determine, or upon call by the President or a majority of the Board Members. Written notice of all meetings of the Association Board shall be mailed or delivered not less than forty-eight (48) hours in advance to all Board Members and to all Owners (unless a written waiver of such notice is signed by such Owner or Board Member before the meeting is commenced). Notices shall be sent in mode and manner as set forth in Section A of Article VII of these By-

Laws. Where meetings concern the adoption of the proposed annual budget or any increase or establishment of any assessment, all Board Members and Owners shall be entitled to written notice of such meetings not less than ten (10) days nor more than thirty (30) days prior to the date of said meeting. A majority of the members of the Association Board shall act at meetings by majority vote of the quorum, or by unanimous consent of all members of the Association Board. All Association Board meetings shall be open to any Owner except for the portion of any meeting held:

(1) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association Board finds that such an action is probable or imminent;

(2) to consider information regarding appointment, employment or dismissal of an employee; or

(3) to discuss violations of rules and regulations of the Association or unpaid Common Expenses owed to the Association;

except that any vote on these matters shall be taken at a meeting or portion thereof open to any Owner subject to the authority of the Association. Any Owner may record the proceedings at meetings required to be open by tape film or other means provided that the Association Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

The undersigned, for the purposes set forth, hereby declare that the By-Laws be and are hereby amended in regard to said Article as follows:

Section F of Article II of the By-Laws is deleted in its entirety and replaced with:

F. MEETINGS. An annual meeting of the Association Board shall be held immediately following each annual meeting of the Voting Members thereafter, and at the same place. In addition to the annual meeting, meetings of the Association Board shall be held on the second Tuesday or such other day of each August, November and February or at any reasonable date designated by the Board. The Board shall determine the time and place of the required Board meetings. Special meetings of the Board may be held at such times and places as the Association Board may determine, or upon call by the President or a majority of the Board Members. Written notice of all meetings of the Association Board shall be mailed or delivered not less than forty-eight (48) hours in advance to all Board Members and to all Owners (unless a written waiver of such notice is signed by such Owner or Board Member before the meeting is commenced). Notices shall be sent in mode and manner as set forth in Section A of Article VII of these By-

Laws. Where meetings concern the adoption of the proposed annual budget or any increase or establishment of any assessment, all Board Members and Owners shall be entitled to written notice of such meetings not less than ten (10) days nor more than thirty (30) days prior to the date of said meeting. A majority of the members of the Association Board shall act at meetings by majority vote of the quorum, or by unanimous consent of all members of the Association Board. All Association Board meetings shall be open to any Owner except for the portion of any meeting held:

(1) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association Board finds that such an action is probable or imminent;

(2) to consider information regarding appointment, employment or dismissal of an employee; or

(3) to discuss violations of rules and regulations of the Association or unpaid Common Expenses owed to the Association;

except that any vote on these matters shall be taken at a meeting or portion thereof open to any Owner subject to the authority of the Association.

The Board of Directors reserves the right to meet as a committee of the whole at an Executive Session, without notice to the membership, in order to discuss any matter that is for the benefit of the Association and its Owners. All matters discussed at an Executive Session are confidential and no minutes shall be kept. Any matters for discussion that require Board action shall be included on the agenda at the next regular or special open Board meeting. The Board shall then vote to take any formal action or vote to ratify any matters discussed at the closed session;

Any Owner may record the proceedings at meetings required to be open by tape, film or other means provided that the Association Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

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

This Amendment to Declaration and By-Laws is executed by an instrument in writing signed and acknowledged by all of the members of the Board and by Owners of at least 75% of the number of Townhome Units, 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, Courts of Northbrook Townhome Association, 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 24th day of November, 1992.

COURTS OF NORTHBROOK
TOWNHOME ASSOCIATION

BY: Mary L. Muskat
Its President

ATTEST:

Arthur Werner
Its Secretary

(SEAL)

EXHIBIT A - LEGAL DESCRIPTION

Lot A in Optima-Northbrook P.U.D., being a subdivision of part of the Northeast quarter of the Northwest quarter of Section 3, Township 42 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

commonly known as shown below, all in Northbrook, Illinois:

Address	PIN
Lot 1	04-03-101-21-0000
5 Wellington Road	04-03-101-22-0000
9 Wellington Road	04-03-101-23-0000
15 Wellington Road	04-03-101-24-0000
19 Wellington Road	04-03-101-25-0000
25 Wellington Road	04-03-101-26-0000
31 Wellington Road	04-03-101-27-0000
37 Wellington Road	04-03-101-28-0000
43 Wellington Road	04-03-101-29-0000
57 Wellington Road	04-03-101-30-0000
63 Wellington Road	04-03-101-31-0000
69 Wellington Road	04-03-101-32-0000
75 Wellington Road	04-03-101-33-0000
81 Wellington Road	04-03-101-34-0000
93 Wellington Road	04-03-101-35-0000
99 Wellington Road	04-03-101-36-0000
101 Wellington Road	04-03-101-37-0000
105 Wellington Road	04-03-101-38-0000
118 Wellington Road	04-03-101-39-0000
122 Wellington Road	04-03-101-40-0000
Lot 21, Wellington Road	04-03-101-41-0000
132 Wellington Road	04-03-101-42-0000
138 Wellington Road	04-03-101-43-0000
144 Wellington Road	04-03-101-44-0000
135 Wellington Road	04-03-101-45-0000
139 Wellington Road	04-03-101-46-0000
145 Wellington Road	04-03-101-47-0000
151 Wellington Road	04-03-101-48-0000
157 Wellington Road	04-03-101-49-0000
161 Wellington Road	04-03-101-50-0000
170 Wellington Road	04-03-101-51-0000
176 Wellington Road	04-03-101-52-0000
Lot 33, Wellington Road	04-03-101-53-0000
188 Wellington Road	04-03-101-54-0000
192 Wellington Road	04-03-101-55-0000
198 Wellington Road	04-03-101-56-0000
1671 Seton Road	04-03-101-57-0000
1677 Seton Road	04-03-101-58-0000
1683 Seton Road	04-03-101-59-0000
1689 Seton Road	04-03-101-60-0000

Address	PIN
1695 Seton Road	04-03-101-61-0000
1707 Seton Road	04-03-101-62-0000
1715 Seton Road	04-03-101-63-0000
1721 Seton Road	04-03-101-64-0000
1718 Seton Road	04-03-101-65-0000
1724 Seton Road	04-03-101-66-0000
1730 Seton Road	04-03-101-67-0000
1736 Seton Road	04-03-101-68-0000
1742 Seton Road	04-03-101-69-0000
1748 Seton Road	04-03-101-70-0000
1733 Seton Road	04-03-101-71-0000
1739 Seton Road	04-03-101-72-0000
1745 Seton Road	04-03-101-73-0000
1751 Seton Road	04-03-101-74-0000
1757 Seton Road	04-03-101-75-0000
1763 Seton Road	04-03-101-76-0000
1760 Seton Road	04-03-101-77-0000
1764 Seton Road	04-03-101-78-0000
1770 Seton Road	04-03-101-79-0000
Lot 60, Seton Road	04-03-101-80-0000
Lot 61, Seton Road	04-03-101-81-0000
1786 Seton Road	04-03-101-82-0000
1771 Seton Road	04-03-101-83-0000
1777 Seton Road	04-03-101-84-0000
1783 Seton Road	04-03-101-85-0000
1787 Seton Road	04-03-101-86-0000
1793 Seton Road	04-03-101-87-0000
1799 Seton Road	04-03-101-88-0000
Lot 69, Seton Road	04-03-101-89-0000
149 Avon Road	04-03-101-90-0000
137 Avon Road	04-03-101-91-0000
133 Avon Road	04-03-101-92-0000
127 Avon Road	04-03-101-93-0000
121 Avon Road	04-03-101-94-0000
115 Avon Road	04-03-101-95-0000
148 Avon Road	04-03-101-96-0000
142 Avon Road	04-03-101-97-0000
136 Avon Road	04-03-101-98-0000
130 Avon Road	04-03-101-99-0000
124 Avon Road	04-03-101-100-0000
112 Avon Road	04-03-101-101-0000
106 Avon Road	04-03-101-102-0000
100 Avon Road	04-03-101-103-0000
94 Avon Road	04-03-101-104-0000
Lot 85, Avon Road	04-03-101-105-0000
82 Avon Road	04-03-101-106-0000
72 Avon Road	04-03-101-107-0000
66 Avon Road	04-03-101-108-0000

Address	PIN
60 Avon Road	04-03-101-109-0000
54 Avon Road	04-03-101-110-0000
48 Avon Road	04-03-101-111-0000
44 Avon Road	04-03-101-112-0000
59 Avon Road	04-03-101-113-0000
53 Avon Road	04-03-101-114-0000
47 Avon Road	04-03-101-115-0000
41 Avon Road	04-03-101-116-0000
35 Avon Road	04-03-101-117-0000
29 Avon Road	04-03-101-118-0000
32 Avon Road	04-03-101-119-0000
26 Avon Road	04-03-101-120-0000
20 Avon Road	04-03-101-121-0000
14 Avon Road	04-03-101-122-0000
8 Avon Road	04-03-101-123-0000

081710.amd

93206524

RESOLUTION TO AMEND DECLARATION OF COMMON OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS OF COURTS OF NORTHBROOK TOWNHOME ASSOCIATION RECORDED AS DOCUMENT NUMBER 89085003 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS

RESOLUTION

WHEREAS, COURTS OF NORTHBROOK TOWNHOME ASSOCIATION, (hereinafter referred to as "Association"), an Illinois not-for-profit corporation, is subject to the Declaration of Common Ownership and of Easements, Restrictions, Covenants and By-Laws recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 89085003; and

WHEREAS, the Board of Directors of Courts of Northbrook Townhome Association, has deemed it to be in the best interests of the Association to amend the Declaration and By-Laws of Courts of Northbrook Townhome Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Declaration and By-Laws shall be amended in accordance with the Second Amendment attached hereto as Exhibit A and made a part hereof.

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

APPROVED THIS 24th DAY OF November, 1993.

COURTS OF NORTHBROOK TOWNHOME ASSOCIATION

By: Mary L. Muskat
Its President

ATTEST:

By: Arthur Henri
Its Secretary

93206524

9 3 2 0 5 5 2 4

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, ARTHUR WEIMER, do hereby certify that I am the duly elected and qualified secretary for the Courts of Northbrook Townhome 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 and By-Laws of the Courts of Northbrook Townhome Association, was duly adopted by owners of at least 75% of the number of Townhome Units and the official petitions/ballots approving said Amendment are attached hereto and incorporated herein as part of said Amendment.

Arthur Weimer
Secretary

Dated at Northbrook, Illinois this
24B day of NOVEMBER, 19 92.

(corporate seal)

93205524

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, _____, do hereby certify that I am the duly elected and qualified secretary for the Lakes of Northbrook Townhome 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 and By-Laws of the Lakes of Northbrook Townhome Association, was duly adopted by owners of at least 66% of the number of Townhome Units and the written approvals of lenders and Amendment are attached hereto and incorporated herein as part of said Amendment.

_____
Secretary

Dated at Northbrook, Illinois this
_____ day of _____, 19 __

corporate seal

93206524

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, ARTHUR WEINER, do hereby certify that I am the duly elected and qualified Secretary of the Courts of Northbrook Townhome Association, 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 and By-Laws of the Courts of Northbrook Townhome Association, was duly adopted and approved by the Board of Directors of the Association at a meeting held on the 24th day of November, 1992.

Arthur Weiner
Secretary

Dated at Northbrook, Illinois this
24th day of November, 1992.

(corporate seal)

93206524

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, _____, do hereby certify that I am the duly elected and qualified Secretary of the Courts of Northbrook Townhome Association, 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 and By Laws of the Courts of Northbrook Townhome Association, was duly adopted and approved by the Board of Directors of the Association at a meeting held on the _____ day of _____, 19__.

_____
Secretary

Dated at Northbrook, Illinois this
_____ day of _____, 19__.

93206524

RESOLUTION NO. 93-R-8

As part of the initial approval of the development of the Optima Planned Development, commonly know as the Courts of Northbrook, (the "Development"), the Village of Northbrook approved and the developer executed and recorded a Declaration of Common Ownership and of Easements, Restrictions, Covenants and By-Laws of the Courts of Northbrook Townhome Association in the Office of the Recorder of Deeds of Cook County, Illinois on February 24, 1989 as Document Number 89085003 (the "Declaration"). The Declaration was subsequently amended by a First Amendment thereto, recorded on March 1, 1991 as Document Number 91095478.

Article X, Section R of the Declaration authorizes the Courts of Northbrook Townhome Association, an Illinois not-for-profit corporation (the "Association"), to amend the Declaration, provided such amendments are approved by a formal resolution duly adopted by the President and Board of Trustees of the Village of Northbrook. The Association has proposed a Second Amendment to the Declaration concerning additional restrictions on exterior modifications to townhome units and various functions of the Association. The Village Staff and Village Attorney have reviewed the proposed Second Amendment to the Declaration and have found that it is consistent with the original intent of the Village approval of the Development.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

Section 1

The Second Amendment to the Declaration of Common Ownership and of Easements, Restrictions, Covenants and By-Laws of the Courts of Northbrook Townhome Association is hereby approved in substantially the form attached to this Resolution.

Section 2.

The Village Manager is authorized and directed to record the Second Amendment to the Declaration of Common Ownership and of Easements, Restrictions, Covenants and By-Laws of the Courts of Northbrook Townhome Association with the Cook County Recorder of Deeds following the completion of all related administrative details.

PASSED: This 9th day of February, 1993.

AYES: (6)

NAYS: (0)

/s/ Richard T. Falcone
Village President

ATTEST:

/s/ Lona N. Louis
Village Clerk

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME _____ [redacted] _____

ADDRESS _____

APPROVE	DISAPPROVE	AMENDMENT
_____		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
✓		1. Alterations and Additions
✓		2. Notices of Meetings and Topics
✓		3. Landscaping Responsibilities
✓		4. Exterior Painting
✓		5. Other Improvements
✓		6. Other Maintenance and Repairs
✓		7. Protests of Taxes and Assessments
✓		8. Casualty Insurance
✓		9. Withholding of Privileges
	✓	10. Approval of Leases and Notices of Transfer
✓		11. Change in Annual Meeting
✓		12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) _____

9 3 2 0 3 5 2 4

13

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME BARRY I. FINKEL

ADDRESS 1N AVON ROAD NORTHBROOK ILL 60062

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
X		1. Alterations and Additions
X		2. Notices of Meetings and Topics
X		3. Landscaping Responsibilities
X		4. Exterior Painting
X		5. Other Improvements
X		6. Other Maintenance and Repairs
X		7. Protests of Taxes and Assessments
X		8. Casualty Insurance
X		9. Withholding of Privileges
	X	10. Approval of Leases and Notices of Transfer
X		11. Change in Annual Meeting
X		12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) [signature]

93203524

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Barry Nekritz

ADDRESS 149 Avon

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
X		1. Alterations and Additions
	X	2. Notice of Meetings and Topics
X		3. Landscaping Responsibilities
X		4. Exterior Painting
	X	5. Other Improvements
X		6. Other Maintenance and Repairs
X		7. Protests of Taxes and Assessments
X		8. Casualty Insurance
X		9. Withholding of Privileges
X		10. Approval of Leases and Notices of Transfer
X		11. Change in Annual Meeting
	X	12. Meetings of Board

Only the section added after subparagraph (3)

SIGNATURE OF UNIT OWNER(S) Barry B Nekritz

93065524

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Mr. + Mrs. Harry Putterman
ADDRESS 1760 Seton Road

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
	X	1. Alterations and Additions
	X	2. Notices of Meetings and Topics
X		3. Landscaping Responsibilities
X		4. Exterior Painting
X		5. Other Improvements
X		6. Other Maintenance and Repairs
X		7. Protests of Taxes and Assessments
X		8. Casualty Insurance
X		9. Withholding of Privileges
X		10. Approval of Leases and Notices of Transfer
X		11. Change in Annual Meeting
	X	12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) Grace Putterman
Harry Putterman

93205524

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME _____

ADDRESS 1751 Seton

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
	X	1. Alterations and Additions
	X	2. Notices of Meetings and Topics
X		3. Landscaping Responsibilities
X		4. Exterior Painting
X		5. Other Improvements
X		6. Other Maintenance and Repairs
X		7. Protests of Taxes and Assessments
X		8. Casualty Insurance
X		9. Withholding of Privileges
X		10. Approval of Leases and Notices of Transfer
X		11. Change in Annual Meeting
	X	12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) Lisa Deluca

OCT 26 1992

BALLOT
SOCIETY OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
NAMED DATE SEPTEMBER 15, 1987

NAME _____

ADDRESS 1252 Sycamore

PROPOSE	DISAPPROVE	AMENDMENT
		Please review the proposed Declaration and By-Laws Amendments in their entirety. If you indicate your vote on each individual amendment by the following
1. Assessments and Additions	X	
2. Notices of Meetings and Topics	X	
3. Landscaping Repairs/Additions		X
4. Exterior Painting		X
5. Other Improvements		X
6. Other Maintenance and Repairs		X
7. Periods of Taxes and Assessments		X
8. Casualty Insurance		X
9. Withdrawal of Privileges		X
10. Approval of Leases and Notice of Transfer		X
11. Change in Annual Meeting		X
12. Meetings of Board	X	

SIGNATURE OF UNIT OWNER(S) _____

OCT 26 1992

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Kalter

ADDRESS 1757 Seton

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
X		1. Alterations and Additions
X		2. Notices of Meetings and Topics
X		3. Landscaping Responsibilities
X		4. Exterior Painting
X		5. Other Improvements
X		6. Other Maintenance and Repairs
X		7. Protests of Taxes and Assessments
X		8. Casualty Insurance
X		9. Withholding of Privileges
X		10. Approval of Leases and Notices of Transfer
	X	11. Change in Annual Meeting
X		12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) [signature]

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Gene & Ilene Stern

ADDRESS 133 Avon Rd. - Courts of Northbrook

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
	X	1. Alterations and Additions
	X	2. Notices of Meetings and Topics
	X	3. Landscaping Responsibilities
	X	4. Exterior Painting
	X	5. Other Improvements
X		6. Other Maintenance and Repairs
	X	7. Protests of Taxes and Assessments
	X	8. Casualty Insurance
	X	9. Withholding of Privileges
X		10. Approval of Leases and Notices of Transfer
X		11. Change in Annual Meeting
	X	12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) Ilene Stern

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Rodney Weis

ADDRESS 1619 Pelton

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
X		1. Alterations and Additions
X		2. Notices of Meetings and Topics
X		3. Landscaping Responsibilities
X		4. Exterior Painting
X		5. Other Improvements
X		6. Other Maintenance and Repairs
X		7. Protests of Taxes and Assessments
X		8. Casualty Insurance
X		9. Withholding of Privileges
	X	10. Approval of Leases and Notices of Transfer
X		11. Change in Annual Meeting
	X	12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) [signature]

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BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Mark L & Lina Reznik

ADDRESS 31 Wellington Northbrook Il 60062

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
	✓	1. Alterations and Additions
✓		2. Notices of Meetings and Topics
	✓	3. Landscaping Responsibilities
✓		4. Exterior Painting
✓		5. Other Improvements
✓		6. Other Maintenance and Repairs
✓		7. Protests of Taxes and Assessments
✓		8. Casualty Insurance
✓		9. Withholding of Privileges
	✓	10. Approval of Leases and Notices of Transfer
✓		11. Change in Annual Meeting
✓		12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) Mark L. Reznik

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BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME JOHN SHLOFROCK

ADDRESS 43 WELLINGTON RD, NORTHBROOK

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
✓		1. Alterations and Additions
	✓	2. Notices of Meetings and Topics
	✓	3. Landscaping Responsibilities
	✓	4. Exterior Painting
✓		5. Other Improvements
✓		6. Other Maintenance and Repairs
✓		7. Protests of Taxes and Assessments
✓		8. Casualty Insurance
	✓	9. Withholding of Privileges
	✓	10. Approval of Leases and Notices of Transfer
✓		11. Change in Annual Meeting
✓		12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) John Shlofrock

OCT 1992

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BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Dean Dimitrion

ADDRESS 19 Wellington Road

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
✓		1. Alterations and Additions
	✓	2. Notices of Meetings and Topics
	✓	3. Landscaping Responsibilities
✓		4. Exterior Painting
	✓	5. Other Improvements
✓		6. Other Maintenance and Repairs
	✓	7. Protests of Taxes and Assessments
✓		8. Casualty Insurance
	✓	9. Withholding of Privileges
	✓	10. Approval of Leases and Notices of Transfer
✓		11. Change in Annual Meeting
✓		12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) [signature]

93006524

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Richard H. Jason
ADDRESS 37 Wellington Road

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
✓		1. Alterations and Additions
	✓	2. Notice of Meetings and Topics
✓		3. Landscaping Responsibilities
✓		4. Exterior Painting
✓		5. Other Improvements
✓		6. Other Maintenance and Repairs
✓		7. Protests of Taxes and Assessments
✓		8. Casualty Insurance
✓		9. Withholding of Privileges
✓		10. Approval of Leases and Notices of Transfer
✓		11. Change in Annual Meeting
	✓	12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) [signature]
Melinda B. Jason

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Yours, Jim GALEL

ADDRESS 1 WELLINGTON

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
✓		1. Alterations and Additions
	✓	2. Notices of Meetings and Topics
✓		3. Landscaping Responsibilities
✓		4. Exterior Painting
✓		5. Other Improvements
	✓	6. Other Maintenance and Repairs
✓		7. Protests of Taxes and Assessments
	✓	8. Casualty Insurance
✓		9. Withholding of Privileges
✓		10. Approval of Leases and Notices of Transfer
✓		11. Change in Annual Meeting
	✓	12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) [signature]

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Elaine Cohen

ADDRESS 1733 Seton Rd.

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
	X	1. Alterations and Additions
	X	2. Notices of Meetings and Topics
X		3. Landscaping Responsibilities
X		4. Exterior Painting
X		5. Other Improvements
X		6. Other Maintenance and Repairs
X		7. Protests of Taxes and Assessments
X		8. Casualty Insurance
X		9. Withholding of Privileges
X		10. Approval of Leases and Notices of Transfer
X		11. Change in Annual Meeting
	X	12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) Elaine Cohen

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME A. B. RIFAT

ADDRESS 188 WELLINGTON RD.

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
X		1. Alterations and Additions
X		2. Notices of Meetings and Topics
X		3. Landscaping Responsibilities
X		4. Exterior Painting
	X	5. Other Improvements
	X	6. Other Maintenance and Repairs
X		7. Protests of Taxes and Assessments
X		8. Casualty Insurance
X		9. Withholding of Privileges
X		10. Approval of Leases and Notices of Transfer
X		11. Change in Annual Meeting
X		12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) A. B. Rifat

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Shirley Goldman Herzog
ADDRESS 1739 Seton Road

APPROVE	DISAPPROVE	AMENDMENT
_____		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
_____	X	1. Alterations and Additions
_____	X	2. Notices of Meetings and Topics
X	_____	3. Landscaping Responsibilities
X	_____	4. Exterior Painting
X	_____	5. Other Improvements
X	_____	6. Other Maintenance and Repairs
X	_____	7. Protests of Taxes and Assessments
X	_____	8. Casualty Insurance
X	_____	9. Withholding of Privileges
X	_____	10. Approval of Leases and Notices of Transfer
X	_____	11. Change in Annual Meeting
_____	X	12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) Shirley Goldman Herzog

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME MARVIN & BARBARA GLICK

ADDRESS 144 WELLINGTON RD

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
X		1. Alterations and Additions
X		2. Notices of Meetings and Topics
	X	3. Landscaping Responsibilities
X		4. Exterior Painting
X		5. Other Improvements
X		6. Other Maintenance and Repairs
X		7. Protests of Taxes and Assessments
	X	8. Casualty Insurance
X		9. Withholding of Privileges
X		10. Approval of Leases and Notices of Transfer
X		11. Change in Annual Meeting
X		12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) Marvin Glick Barbara Glick

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Lester & Mary Rockoff
ADDRESS 14 Avon Rd

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
✓		1. Alterations and Additions
✓		2. Notices of Meetings and Topics
✓		3. Landscaping Responsibilities
✓		4. Exterior Painting
✓		5. Other Improvements
✓		6. Other Maintenance and Repairs
✓		7. Protests of Taxes and Assessments
✓		8. Casualty Insurance
✓		9. Withholding of Privileges
	✓	10. Approval of Leases and Notices of Transfer
✓		11. Change in Annual Meeting
✓		12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) Lester Rockoff
Mary Rockoff

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Susan & Tsvi Weissman

ADDRESS 1771 Seton Rd. Northbrook IL. 60062

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
X		1. Alterations and Additions
X		2. Notices of Meetings and Topics
	X	3. Landscaping Responsibilities
X		4. Exterior Painting
X		5. Other Improvements
X		6. Other Maintenance and Repairs
X		7. Protests of Taxes and Assessments
X		8. Casualty Insurance
	X	9. Withholding of Privileges
	X	10. Approval of Leases and Notices of Transfer
X		11. Change in Annual Meeting
X		12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) [illegible]
S Weissman

93206524

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Geiger

ADDRESS 118 Wellington

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
	X	1. Alterations and Additions
X		2. Notices of Meetings and Topics
X		3. Landscaping Responsibilities
X		4. Exterior Painting
X		5. Other Improvements
X		6. Other Maintenance and Repairs
X		7. Protests of Taxes and Assessments
X		8. Casualty Insurance
	X	9. Withholding of Privileges
	X	10. Approval of Leases and Notices of Transfer
X		11. Change in Annual Meeting
X		12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) [signature]

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BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME FRANK FLORENCE

ADDRESS 1736 SETON

APPROVE	DISAPPROVE	AMENDMENT
X		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
_____	_____	1. Alterations and Additions
_____	_____	2. Notices of Meetings and Topics
_____	_____	3. Landscaping Responsibilities
_____	_____	4. Exterior Painting
_____	_____	5. Other Improvements
_____	_____	6. Other Maintenance and Repairs
_____	_____	7. Protests of Taxes and Assessments
_____	_____	8. Casualty Insurance
_____	_____	9. Withholding of Privileges
_____	_____	10. Approval of Leases and Notices of Transfer
_____	_____	11. Change in Annual Meeting
_____	_____	12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) Norman Hurst as proxy for Frank Florence per attached proxy.

93206524

93206524

November 11, 1992

Mr. Norman Hirsch
FAX: 1-708-675-4590

Dear Mr. Hirsch:

This written note authorizes you to vote proxy for me,

Frank Florence
1738 Seton
Northbrook, IL 60062
1-708-564-0682

in the upcoming vote at our complex.

Sincerely,

Frank Florence
ff:bk

93206524

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Ronald + Madeline Kanarish

ADDRESS 1287 Seton Road

APPROVE	DISAPPROVE	AMENDMENT
X		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
_____	_____	1. Alterations and Additions
_____	_____	2. Notices of Meetings and Topics
_____	_____	3. Landscaping Responsibilities
_____	_____	4. Exterior Painting
_____	_____	5. Other Improvements
_____	_____	6. Other Maintenance and Repairs
_____	_____	7. Protests of Taxes and Assessments
_____	_____	8. Casualty Insurance
_____	_____	9. Withholding of Privileges
_____	_____	10. Approval of Leases and Notices of Transfer
_____	_____	11. Change in Annual Meeting
_____	_____	12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) Ronald Kanarish
Madeline Kanarish

93206524

BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME ARNOLD MARIANI

ADDRESS 1764 SETON CT.

APPROVE	DISAPPROVE	AMENDMENT
		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
X		1. Alterations and Additions
X		2. Notices of Meetings and Topics
X		3. Landscaping Responsibilities
X		4. Exterior Painting
X		5. Other Improvements
X		6. Other Maintenance and Repairs
X		7. Protests of Taxes and Assessments
X		8. Casualty Insurance
X		9. Withholding of Privileges
X		10. Approval of Leases and Notices of Transfer
X		11. Change in Annual Meeting
X		12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) Arnold Mariani

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BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Roselyn L Schiff

ADDRESS 1799 Seton

APPROVE	DISAPPROVE	AMENDMENT
✓		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
✓		1. Alterations and Additions
✓		2. Notices of Meetings and Topics
✓		3. Landscaping Responsibilities
✓		4. Exterior Painting
✓		5. Other Improvements
✓		6. Other Maintenance and Repairs
✓		7. Protests of Taxes and Assessments
✓		8. Casualty Insurance
✓		9. Withholding of Privileges
✓		10. Approval of Leases and Notices of Transfer
✓		11. Change in Annual Meeting
✓		12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) Roselyn L Schiff

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BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Charles & Marcia Brody

ADDRESS 48 Avon Road

APPROVE	DISAPPROVE	AMENDMENT
✓		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
_____	_____	1. Alterations and Additions
_____	_____	2. Notices of Meetings and Topics
_____	_____	3. Landscaping Responsibilities
_____	_____	4. Exterior Painting
_____	_____	5. Other Improvements
_____	_____	6. Other Maintenance and Repairs
_____	_____	7. Protests of Taxes and Assessments
_____	_____	8. Casualty Insurance
_____	_____	9. Withholding of Privileges
_____	_____	10. Approval of Leases and Notices of Transfer
_____	_____	11. Change in Annual Meeting
_____	_____	12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) Charles Brody
Marcia Brody

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BALLOT
COURTS OF NORTHBROOK TOWNHOME ASSOCIATION
AMENDMENT TO DECLARATION AND BY-LAWS
BALLOT DUE BY NOVEMBER 13, 1992

NAME Mr + Mrs Lee Greenspan

ADDRESS 1770 Seton

APPROVE	DISAPPROVE	AMENDMENT
✓		I(We) approve the proposed Declaration and By-Law Amendments in their entirety. If no, indicate, your vote on each individual amendment by the following:
_____	_____	1. Alterations and Additions
_____	_____	2. Notices of Meetings and Topics
_____	_____	3. Landscaping Responsibilities
_____	_____	4. Exterior Painting
_____	_____	5. Other Improvements
_____	_____	6. Other Maintenance and Repairs
_____	_____	7. Protests of Taxes and Assessments
_____	_____	8. Casualty Insurance
_____	_____	9. Withholding of Privileges
_____	_____	10. Approval of Leases and Notices of Transfer
_____	_____	11. Change in Annual Meeting
_____	_____	12. Meetings of Board

SIGNATURE OF UNIT OWNER(S) Francine Greenspan

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