

BY-LAWS FOR
THE
SUNVILLE COURT CONDOMINIUM ASSOCIATION, INC.
A NON-FOR-PROFIT ILLINOIS CORPORATION

ARTICLE 1
Members

Section 1. The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of three (3) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners or a spouse of a Unit Owner; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner or such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

Section 2. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting

unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "B." Declarant shall be the voting member with respect to any Unit Ownership owned by the Declarant.

Section 3. Meetings of the voting members shall be held at the Property or at such other place in the county wherein the Property is situated, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

Section 3(a). The first annual meeting of the Unit Owners shall be called by the Developer, upon ten (10) days, written notice. Such meeting shall take place on the first business day which is sixty (60) days from the date when at least 75% percent of the units have been conveyed by the trustee, or such earlier time as selected by the Developer. Hereafter, there shall be an annual meeting of the voting members on the first Monday of February following such initial meeting, and on the first Monday of February of each succeeding year thereafter, at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as need be designated by written notice of the board delivered to the voting members not less than ten (10) days prior to the date fixed for such meeting.

Section 3(b). Special meetings of the voting members

may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having one-fourth (1/4) of the total votes, and delivered not less than ten (10) days prior the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

Section 3(c). Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote at such meetings, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

ARTICLE II

Board of Directors

Section 1. At the initial meeting the voting members shall elect a Board. In all elections for members of the Board, each voting member shall be entitled to vote on a cumulative voting basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A majority of the total number of members on the Board shall constitute a quorum. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting, and at each successive annual meeting thereafter, members of the Board shall be elected for a term of one (1) year. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number

of persons on the Board or may increase the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by election by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose. Except as otherwise provided in the By-laws, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

Section 2. The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

Section 3. Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

Section 4. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice-President and countersigned by the Secretary or any Assistant Secretary of the Board.

Section 5. The Board shall have the following additional powers and duties:

- (a) To engage the services of a manager or managing agent who shall manage and operate the Property for all the Unit Owners upon such terms and with such authority as the Board may approve;
- (b) To formulate policies for the administration, management and operation of the Property;
- (c) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, maintenance, operation, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Unit Owners, and to amend such rules and regulations from time to time;
- (d) To provide for any construction, alteration, installation, maintenance, repair, painting, and replacement for which the Board is responsible under the Declaration and By-laws and for such purposes to enter and to authorize entry into any Unit and/or Limited Common Elements, causing as little inconvenience to the Unit Owners as practicable and repairing any damage caused by any such entry at the expense of the maintenance fund;
- (e) To provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent);
- (f) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses as hereinafter provided;
- (g) To pay out of the maintenance fund hereinafter provided for, the following:

- (i) Water, waste removal, electricity and telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units.
 - (ii) The services of a manager or managing agent or any other person or firm employed by the Board.
 - (iii) Payment for the maintenance, repair and replacement of the Common Elements.
- (h) 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 75% in the aggregate in interest of the undivided ownership of the Common Elements;
- (i) To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Declaration, these By-laws or the Condominium Property Act of the State of Illinois.

ARTICLE III

Assessments

Section 1. Each year on or before December 1st., the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th. notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached to the Declaration. On or before January 1st. of the ensuing year, and the 1st. of each

and every month of said year, each Unit Owner shall be obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

Section 2. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further

assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

Section 3. When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 1 of this Article.

Section 4. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 5. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and vouchers authorizing the payments shall be available for inspection by any Unit Owners as any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any

unpaid assessments or other charges due and owing from such Owner.

Section 6. If a Unit Owner is in default in the monthly payment of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Condominium Property Act of Illinois. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

The Board shall have the right to take possession, as provided by law, of the unit of the Unit Owner who is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days.

The foregoing two paragraphs are in addition the rights the Board has as provided in the Declaration.

Section 7. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Elements or abandonment of his Unit.

Section 8. Until such time as the first Board provided herein is elected, the Developer may assess each Unit Owner a maintenance fee. Such maintenance fee, if assessed by the Developer shall not include a reserve for contingencies or replacements.

Section 9. Until the first meeting of the Unit Owners is held and the amount of the monthly assessments to be paid by the Unit Owners is determined by the Board, each Unit Owner (including Developer in respect to any Units owned by Developer) shall pay in advance on the first day of each month to managing agent of the Property, for use in the operation of the Property pursuant to its management agreement with the Association, an amount equal to the product obtained by multiplying the particular Unit Owner's percentage interest in the Common Elements times the cost of operating the Property for such month, as estimated by the Developer. Such operating costs shall be limited to ordinary expenses attributable only to the period in question and shall not include capital expenditures, reserves for contingencies or replacements pursuant to Section 2 hereof, prepaid items, or inventory items to the extent attributable to subsequent periods. If Developer shall underestimate or overestimate such operating expenses in any month, appropriate adjustments may be made in the estimate for the succeeding month or months; provided, however, that the portion of any excess payment made by Developer as a result of any over-estimate of such expenses shall be refunded to Developer or shall be otherwise credited to Developer in such manner as it may determine.

Section 10. Any first mortgage or first trust deed made, owned or held by a bank, savings and loan association or insurance company, and recorded prior to the recording or

mailing of a notice by the Board of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid common expenses set forth in said notice and to all assessments for common expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed; provided, however, that after written notice to the holder of any such mortgage or trust deed, such mortgage or trust deed shall be subject to the lien of unpaid common expenses which are due and payable subsequent to the date when such holder takes possession of the unit, accepts a conveyance of such unit, or has a receiver appointed in a suit to foreclose the lien of such mortgage or trust deed.

ARTICLE IV

General Provisions

Section 1. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

Section 2. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

Section 3. Unit Owners shall not cause or permit anything to be placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or televisions antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

Section 4. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.

Section 5. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

Section 6. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clean of rubbish, debris and other unsightly materials.

Section 7. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board and except as Declarant is permitted under Section 8.

Section 8. During the period of construction of the Building on the Property by the Declarant, the Declarant and

its contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said Building and Property as may be required in connection with said construction. Until all of the Units have been sold by the Declarant and occupied by the Purchasers, the Declarant may use and show one or more of such unsold or unoccupied Units as a model apartment or apartments and sales office, and may maintain customary signs in connection therewith.

Section 9. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment to the heating or air-conditioning system or plumbing system, without the prior written consent of the Board or manager or managing agent.

ARTICLE V

Amendments

These By-laws may be amended or modified from time to time by action or approval of the voting members having at least two-thirds (2/3) of the total votes, provided, however, that no provision in these By-laws may be amended or modified so as to conflict with the provisions of the Condominium Property Act. Such amendments shall be recorded in the Office of the Recorder of Deeds of the County wherein the Property is located.

EXHIBIT B

EXHIBIT B
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR SUNVILLE COURT
(NOW KNOWN AS AUSTIN COURTS CONDOMINIUM)

PERCENTAGE OF OWNERSHIP

<u>Unit No.</u>		<u>Percentage interest in common elements</u>
602	A	2.380312%
602	B	2.380968%
602	C	2.380968%
602	D	2.380968%
602	E	2.380968%
602	F	2.380968%
606	A	2.380968%
606	B	2.380968%
606	C	2.380968%
606	D	2.380968%
606	E	2.380968%
606	F	2.380968%
610	A	2.380968%
610	B	2.380968%
610	C	2.380968%
610	D	2.380968%
610	E	2.380968%
610	F	2.380968%
614	A	2.380968%
614	B	2.380968%
614	C	-2.380968%
614	D	2.380968%
614	E	2.380968%
614	F	2.380968%
618	A	2.380968%
618	B	2.380968%
618	C	2.380968%
618	D	2.380968%
618	E	2.380968%
618	F	2.380968%
622	A	2.380968%
622	B	2.380968%
622	C	2.380968%
622	D	2.380968%
622	E	2.380968%
622	F	2.380968%
626	A	2.380968%
626	B	2.380968%
626	C	-2.380968%
626	D	2.380968%
626	E	2.380968%
626	F	2.380968%
		<u>100.000000%</u>

EXHIBIT C

Those portions of Lot 21 in COPELAND MANOR SOUTH, being a Sub. of parts of Secs. 21 and 22. T. 44 N., R. 11 E. of the 3rd P.M., according to the plat thereof, recorded April 19, 1926, as Doc. No. 277293, in Book "P" of Plats, pages 20 and 21, and of Lot "A" in ELLIS PARK, being a Sub. of parts of Secs. 21 and 22, T. 44 N., R. 11 E. of the 3rd P.M., according to the plat thereof, recorded August 25, 1926, as Doc. No. 295168, in Book "Q" of Plats, pages 30 and 31, described as follows, to wit: Commencing at the NE corner of Lot 21 aforesaid; thence Southerly along the Easterly boundary line of said Lot 21; 50', thence Westerly and parallel with the Northerly boundary line of said Lot 21, 203' to a point in the center of Milwaukee Avenue, which said line intersects the Easterly line of Milwaukee Avenue at a point 33.5' Southerly from the NW corner of Lot "A" aforesaid; thence Northerly along center of Milwaukee Avenue, 50' to the N. line of Lot 21 aforesaid as extended and thence Easterly along the Northerly boundary line of Lot 21 aforesaid as extended 203' to the place of beginning, (excepting from said premises that part thereof falling in Milwaukee Avenue) in Lake County, Illinois.

2488486

Legal Description

The Southerly 10 feet of Lot 11 and all of Lots 12 through 20 (except the West 7 feet thereof) in Copeland Manor South, being a Subdivision in Sections 21 and 22 Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof, recorded April 19, 1926 as document 277293, in Book "P" of Plats, pages 20 and 21, in Lake County, Illinois.

Those portions of Lot 21 in COPELAND MANOR SOUTH, being a Sub. of parts of Secs. 21 and 22. T. 44 N., R. 11 E. of the 3rd P.M., according to the plat thereof, recorded April 19, 1926, as Doc. No. 277293, in Book "P" of Plats, pages 20 and 21 and Lot "A" in ELLIS PARK, being a Sub. of parts of Secs. 21 and 22, T. 44 N., R. 11 E. of the 3rd P.M., according to the plat thereof, recorded August 25, 1926, as Doc. No. 295168, in Book "Q" of Plats, pages 30 and 31, described as follows, to wit: Commencing at the NE corner of Lot 21 aforesaid; thence Southerly along the Easterly boundary line of said Lot 21; 50', thence Westerly and parallel with the Northerly boundary line of said Lot 21, 203' to a point in the center of Milwaukee Avenue, which said line intersects the Easterly line of Milwaukee Avenue at a point 33.5' Southerly from the NW corner of Lot "A" aforesaid; thence Northerly along center of Milwaukee Avenue, 50' to the N. line of Lot 21 aforesaid as extended and thence Easterly along the Northerly boundary line of Lot 21 aforesaid as extended 203' to the place of beginning, (excepting from said premises that part thereof falling in Milwaukee Avenue) in Lake County, Illinois.

MOSS AND BLOOMBERG, LTD.
ATTORNEYS AND COUNSELORS AT LAW
305 WEST BRIARCLIFF ROAD
P.O. BOX 1158
BOLINGBROOK, ILLINOIS 60439

PAID



AUSTIN COURTS CONDOMINIUM ASSOCIATION

August 5, 1986

At the July 21, 1984 meeting of the Austin Courts Condominium Association it was voted 35 to 0 that one of the three Board members would be elected to a two year term, and for each subsequent year, one of the two members coming up for election would be elected for a two year term. This is now a part of the official by-laws of the Association.

Ed Eckhart _____ 8/5/86
Ed Eckhart Date

2488486
RECORDER
LAKE COUNTY, ILLINOIS
1986 SEP 30 AM 10:31
Franklin Yustina

AMENDMENT TO BY-LAWS FOR AUSTIN COURTS
CONDOMINIUM ASSOCIATION F/N/A
SUNVILLE COURT CONDOMINIUM ASSOCIATION

THIS AMENDMENT to the By-laws for Austin Courts Condominium Association (f/n/a Sunville Court Condominium Association) executed on this the 11th day of February, 1987.

W I T N E S S E T H :

WHEREAS, The Declaration of Condominium and By-laws ("Declaration") was recorded on the 5th day of May, 1977 as document number 1834721 with the Recorder of Deeds of Lake County, Illinois; and

WHEREAS, a First Amendment to the Declaration was filed on the 10th day of October, 1980 as document number 2083117 with the Recorder of Deeds of Lake County Illinois; and

WHEREAS, a Second Amendment to the Declaration was filed on the 30th day of September, 1986 as document number 2488486 with the Recorder of Deeds of Lake County Illinois; and

WHEREAS, the Board of Directors (Managers) recognizes that a portion of the By-laws is ambiguous and may be violative of the Illinois Condominium Property Act ("Act"); and

WHEREAS, Chapter 30, Section 327(b)(1) of the Act provides in part that "if there is an omission or error in the Declaration or By-laws or other condominium instrument, the Association may correct the error or omission by an amendment . . . by a vote of two-thirds of the Board of Managers.

NOW THEREFORE, in order to clarify an ambiguity and correct the By-laws, the Board of Managers for Austin Courts Condominium

2488486

AMENDMENT TO BY-LAWS OF
AUSTIN COURTS CONDOMINIUM ASSOCIATION

WE, THE UNDERSIGNED, by affixing our names to this instrument do hereby certify that we are two-thirds of the voting members of AUSTIN COURTS CONDOMINIUM ASSOCIATION and that pursuant to Article V of the By-laws for the Austin Courts Condominium Association an Illinois not-for-profit corporation, and that we consent to, agree with and acknowledge the Amendment to Article II, Section 1 of the By-laws which will read as follows:

ARTICLE II

"Section 1. At the initial meeting, the voting members shall elect the Board. In all elections for members of the Board, each voting member shall be entitled to vote on a cumulative voting basis, and the candidates receiving the highest number of votes with respect to the number of positions on the Board to be filled shall be deemed to be elected. A majority of the total number of members of the Board shall constitute a quorum. At the first special or annual meeting of the members following the amendment to this Article, one Board Member shall be elected to serve a two year term and two Board Members will be elected to serve a one-year term. At every subsequent election, each member of the Board shall serve a two-year term. The voting members having at least two thirds of the total votes may from time to time increase or decrease such number of persons on the Board or may increase a term of office at any annual or special meeting, provided that such number shall not be less than three, and that the terms of at least one-third of the members on the Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. Vacancies on the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by election by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose. Except as otherwise provided in the By-laws, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt."

Association, hereby amends Article III, Section 6 of the By-laws in its entirety to state as follows:

Section 6. If a Unit Owner is in default in the monthly payment of assessments, the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall be subordinate to the lien of any prior recorded encumbrance. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of making such a request shall be subordinate to the lien of such encumbrance.

The Board shall have the right to take possession, as provided by law, of the Unit of the Unit Owner who is in default in the monthly payment of the aforesaid charges or assessments for thirty

2546926

(30) days.

The foregoing two paragraphs are in addition to the rights the Board has as provided in the Declaration.

IN WITNESS WHEREOF, the undersigned Susan Galbraith being the Secretary of the Board of Managers certifies that the foregoing amendment was voted upon and adopted by at least three-fourths of the Board of Managers at a duly constituted meeting.

Phaedra A. Reimers
NOTARY PUBLIC

"OFFICIAL SEAL"
PHAEDRA A. REIMERS
Notary Public, State of Illinois
My Commission Expires 12/29/90

Susan Galbraith



Phaedra A. Reimers
1987 MAR 20 AM 11:09
RECORDED
LAKE COUNTY, ILLINOIS

2546926

Legal Description

The Southerly 10 feet of Lot 11 and all of Lots 12 through 20 (except the West 7 feet thereof) in Copeland Manor South, being a Subdivision in Sections 21 and 22 Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof, recorded April 19, 1926 as document 277293, in Book "P" of Plats, pages 20 and 21, in Lake County, Illinois.

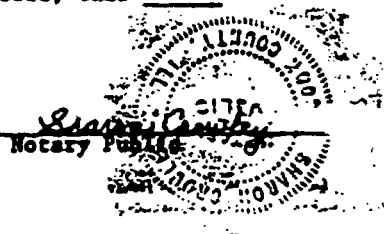
Those portions of Lot 21 in COPELAND MANOR SOUTH, being a Sub. of parts of Secs. 21 and 22. T. 44 N., R. 11 E. of the 3rd P.M., according to the plat thereof, recorded April 19, 1926, as Doc. No. 277293, in Book "P" of Plats, pages 20 and 21 and Lot "A" in ELLIS PARK, being a Sub. of parts of Secs. 21 and 22, T. 44 N., R. 11 E. of the 3rd P.M., according to the plat thereof, recorded August 25, 1926, as Doc. No. 295168, in Book "Q" of Plats, pages 30 and 31, described as follows, to wit: Commencing at the NE corner of Lot 21 aforesaid; thence Southerly along the Easterly boundary line of said Lot 21; 50', thence Westerly and parallel with the Northerly boundary line of said Lot 21, 203' to a point in the center of Milwaukee Avenue, which said line intersects the Easterly line of Milwaukee Avenue at a point 33.5' Southerly from the NW corner of Lot "A" aforesaid; thence Northerly along center of Milwaukee Avenue, 50' to the N. line of Lot 21 aforesaid as extended and thence Easterly along the Northerly boundary line of Lot 21 aforesaid as extended 203' to the place of beginning, (excepting from said premises that part thereof falling in Milwaukee Avenue) in Lake County, Illinois.

1834721

STATE OF ILLINOIS)
COUNTY OF COOK) SS

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above-named Edward J. Lucas (Vice) President, and Florence J. Haug (Assistant) Secretary of the Northwest National Bank of Chicago, who are personally known to me to be the same Persons whose names are subscribed to the foregoing instrument as such (Vice) President, and (Assistant) Secretary, respectively appeared before me this day in Person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said (Assistant) Secretary then and there acknowledged that ~~she~~/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as ~~his~~/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand notarial seal, this 2nd day of May, 1977.



DOC 1834721
LAKE COUNTY, ILLINOIS

My Commission Expires 17 MAY 5 PM 12 35

April 15, 1980

Frank J. Quinter
NOTARY PUBLIC