

Rules and Regulations
Miramonte Pointe Condo Association Bldg 1
59 South Hale Street
Palatine, IL 60067



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Section A Introduction

1) General Information

- a)** Most rules, regulations, restrictions and covenants contained in the Declaration and ByLaws are incorporated in this rulebook. Homeowners are encouraged to review the complete Declaration and Bylaws document.
- b)** The Board of Directors (Managers) is authorized under Article XV of the Declaration and Bylaws, to adopt and/or amend specific Rules and Regulations covering the details and use of the Property. This document contains those rules agreed and voted on by the Board of Directors.
- c)** Enforcement policies are detailed in Section D.
- d)** For clarity purposes, some general words or terms used throughout this document are described below:

(1) Common Elements

This includes all portions of the property, except the units, including Limited Common Elements.

(2) Limited Common Elements

A portion of the common elements designated as being reserved for the use of a certain unit or units, to the exclusion of other units. Limited common elements include, but are not limited to, balconies, storage areas, and parking spaces or facilities.

(3) Management

The authorized agent contracted by the Board of Directors to provide managing services to the Association.

(4) Voting Member

The person entitled to all voting power for a unit.

2. Appendix Overview

a) Appendix A

(1) Useful Information

- Emergency numbers
- State and local government facilities
- General household information

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(1) Violation Report

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- Effective 01/12/2000

d) Appendix D

(1) Moving Deposit Form

e) Appendix E

(1) Party Room Contract

f) Appendix F

(1) Satellite Dishes

Section B

The Association

1) ADMINISTRATION

- a) The Association is governed by its duly elected Board of Directors (Board of Managers), elected at large by the Voting Members of the Association at the annual meeting.
- b) The board consists of 5 directors. After each annual meeting, the board will elect its own officers from among its members.

2) ANNUAL HOMEOWNER MEETING

- a) The annual meeting for owners is traditionally held in August. Written notice for this meeting is delivered to all voting members no less than 10 days prior to the date.
- b) The primary purpose of the meeting is to elect directors to the board. In each alternating year, depending on their current length of term, either 2 or 3 directors will be elected.
- c) Only one person per unit is entitled to vote at any meeting of unit owners. A voting member may designate another to serve as proxy on their behalf. The presence in person, or by proxy, of 20% of the Unit Owners at any Association meeting shall constitute a quorum.

3) BOARD MEETINGS

- a) The board meets on a predetermined day each month, at 7:00PM, in Unit #209 (Party Room). A yearly schedule is published and posted on the bulletin boards in the trash chute closets, on every floor.
- b) All meetings of the Board are open to all members of the Association. Although homeowners have the right to attend, participation by homeowners is not allowed. Time may be set-aside after the meeting for questions and comments.

- c) The Board may hold a closed executive session to discuss litigation, employees, owner delinquencies and/or rules and regulations violations. However, all voting must be conducted at an open meeting.
- d) Meeting minutes are posted on the bulletin boards in the trash chute closets, on every floor.

4) ANNUAL BUDGET

- a) An estimated annual budget is prepared on or before October 31st. Included in this budget are the estimated costs for all common expenses, as well as, contingency and replacement reserves.
- b) Common expenses will be assessed January 1st of each year, based on the new budget. Homeowners are assessed according to percentage of ownership. Each unit owner will receive a copy of this proposed budget at least 30 days prior to its adoption by the Board.

Section C

Rules and Regulations by Topic

1) Assessments

- a) Assessments are due on the first day of every month. Assessments received after the 15th of the month will be charged an administrative fee. Checks returned for lack of funds will be charged a penalty.
- b) Assessments not paid by the last day of the month are delinquent. Management will send out a late notice.
- c) Assessments delinquent more than 60 days will be referred to the Association's attorney's office for collection. All attorneys' fees, late fees, court costs, etc. will be charged back to the homeowner.

2) Balconies

- a) Balconies are considered Limited Common Elements and are bound by all Common Element rules and regulations.
- b) Unit owners are responsible for keeping balconies clean and free of clutter.
- c) Balconies may not be enclosed or altered in any way.
- d) Only outdoor furniture, plants, gas propane barbecues and electric grills are allowed on balconies. No other items, including bicycles, are allowed.
- e) No laundry of any kind may be hung over the balcony railing, clotheslines or drying racks.
- f) Railings must remain intact and the original color retained. The board will schedule routine painting. Homeowners will be notified of such maintenance in advance.
- g) Do not dispose of water, other liquids, smoking materials, or garbage over the balcony. The shaking of dust mops, rags, rugs, etc. is prohibited.
- h) No animals are to be left or caged on any balcony.
- i) No signs, awnings, canopies, shutters, or any other decorative item shall be affixed to or placed on balcony walls and ceilings without the prior written consent of the Board. All decorations, flowerpots, etc. must hang on the inside of the balcony railing. Homeowners assume all liability for such items.
- j) Fireworks are strictly prohibited. (Palatine Code of Ordinances Sec. 12-56)
- k) Report any damage to the bricks, railing, carpeting, light fixture or electrical outlet to Management.

3) Building Exterior

- a) Nothing may be fastened, attached, nailed, bolted or screwed in any way to the building exterior. Alterations may not be made without prior written approval of the Board.

4) Building Grounds

- a) Playing, picnicking, sun bathing or lounging on or around building grounds is prohibited. Parking bicycles, baby carriages, playpens, wagons, toys, vehicles, benches or chairs on common elements is prohibited, unless a specific area has been designated for such a purpose.
- b) The Board contracts out landscape maintenance and snow removal. Report any landscaping damage to Management.

5) Common Areas

- a) All common areas within the building, excluding individual unit balconies, are **NO-SMOKING** zones. Common areas include the hallways, stairwells, lobby, garage, and the Party Room (Unit #209).
- b) Homeowners are responsible for any damage incurred to common areas by a family member, guest, pet, or authorized visitor. Repairs will be scheduled and charged back to the homeowner.
- c) No deliveries or pickups may be made through the lobby area. (See: Deliveries – Pickups – Moves)
- d) No personal effects including shoes, boots, furniture, or items cited in #4a, are permitted in hallways and stairways. This is a Fire Department regulation.

6) Deliveries and Pickups

- a) Deliveries and pickups of furniture, large appliances, or any large item, must enter through the garage. No pickups or deliveries of such items are allowed through the lobby.

7) Elevator

- a) Hold the elevator door open by using the **Door Open** button on the control panel inside the elevator cab. Holding the door open with your hand damages the electronic sensors.
- b) If you are moving or taking large items in or out of the building, contact Management to arrange for the elevator key and pads for the cab.
- c) Report any malfunctions to Management.

8) Emergencies

a) General Emergencies

- (1) Call 911 for all emergency services.
- (2) In the event of a burglary, break-in, vandalism, or trespassing call 911 immediately. If the situation warrants it, file a police report. Notify Management as soon as possible.
- (3) It is recommended that each unit owner keep a battery-operated radio, flashlight along with extra batteries in the event of a power outage or weather related emergency.

b) Building Emergencies

- (1) Management will respond to all requests for emergency service needs for common elements, as well as individual units, involving heat, air conditioning, sewage, water, gas, and electricity.
- (2) In the event of a fire or medical emergency on common property (building grounds, parking lots, garage, hallways, lobby, elevator, etc.), call 911. Contact Management as soon as possible.
- (3) If an emergency occurs within a private residence, and the owner is not home, call 911. Serious situations including fire, broken water pipes leaking into other residences or common areas, gas leaks, etc. apply. Call Management immediately.
- (4) In the event of a power outage, the emergency lights found on each floor near the elevators and stairwells will switch on. These lights are set to remain on for a limited time.

c) Emergency Contacts

- (1) It is strongly recommended that all homeowners supply Management with the name, or names, of individuals who can be called in the event of an emergency. It is also recommended that a set of unit and/or car keys be left with the same individual(s).

9) Garage

- a) No one other than the Unit owner or occupant shall have any interest in and to a parking or storage space. Unit owners not utilizing their assigned space may rent or loan that space to another Unit Owner in Building 1 only. Renting or loaning the space to a non-homeowner is strictly prohibited.
- b) All vehicles must be parked completely within their own designated garage space. Vehicles blocking other parking lanes will be towed at the owner's expense.
- c) No recreational vehicles, trailers, or mobile homes may be parked in the garage spaces or driveway areas.
- d) Personal effects are not to be stored on the ledges in front of the parking spaces. This is a Fire Department regulation. (See Storage Closet)
- e) Car engines may not be left running in the garage.
- f) Parking is prohibited in front of the elevator.
- g) Occasionally, the door opener may need a new battery. The board recommends replacing the battery yearly. Openers require one 9V battery. If the unit is inoperable, call management for a replacement and turn in the old unit to a Board member. Replacement units will be charged to the homeowner's account.
- h) In the event an opener is lost or stolen, call Management immediately and file a police report. The replacement cost will be charged to the homeowner's account.
- i) There is a maintenance schedule for power washing and sweeping the floor. Notices to move cars will be posted in advance.
- j) No oil changes or car repairs, except for emergency starts, are allowed.

10) Heating and Air Conditioning

- a) The Board contracts a vendor for all heating and air conditioning services. Homeowners may not procure outside firms of their choice for the servicing of the heating and cooling systems without written approval from the Board.
- b) There are separate air conditioning units on the roof for every home. The contractor offers yearly service to all homeowners. Notices specifying dates, times and costs are sent to all homeowners in advance. Yearly maintenance is highly recommended.
- c) Air handlers are located in every unit. They house disposable filters, size 20" X20"X1". Filters should be replaced at regular intervals for maximum efficiency. Replacement filters are a homeowner expense.
- d) The heating system supplies radiant heat through the floors. The Board determines when the heat is turned on and off for the season. Notices are sent to all homeowners in advance.
- e) Thermostats in each unit control the air conditioning, supplemental heat and air handler fan.
- f) All unit doors must be kept closed.

11) Insurance

- a) The Board of Managers acquires, as a common expense, insurance coverage for the Building.
- b) Your mortgage holder may require a certificate of insurance proving the Association has adequate insurance coverage. Contact Management for information on obtaining this certificate.
- c) Each unit owner/resident is responsible for buying homeowners insurance for their personal property. Contact your own insurance agent for details.
- d) If you schedule any major remodeling in your unit, inform Management as it might affect the building insurance.

12) Maintenance

- a) The Board contracts vendors, as a common expense, for the maintenance and repair of all common elements.
- b) The unit owner may procure outside firms of their choice to make necessary repairs solely within the owner's unit, with the exception of the Heating and Air Conditioning system. (see Heating and Air Conditioning)
- c) From time to time, the Board will make arrangements with a vendor to provide services on a per homeowner basis. Examples include window washing, and yearly air conditioner maintenance. Notices will be distributed in advance. Unit owners are responsible for all costs.
- d) Report any common element maintenance concerns to Management.

13) Moving

- a) Unit owners and tenants shall be liable for any damage to Association property occurring as a result of moving in or out of a unit. To insure this

liability, a refundable moving deposit of \$250.00 will be required from each resident prior to the scheduled moving date. (See Appendix C)

- (1) All new resident owner/tenants will receive a Welcome and Information Packet from the management company.
 - (2) Current residents who are moving out will be sent the Moving Deposit Form after notifying Management of the date. Management must receive the completed form and refundable deposit prior to the move out date.
 - (3) Two inspections will be made of all Association property, by a board member/designated owner, through which the move will be made. These will occur on day prior to the move and one day after the move. If no damage has occurred the deposit will be refunded within two weeks. If damage has occurred the following actions will be taken:
 - (i) Repairs will be scheduled and costs deducted from the deposit. The remainder will be refunded.
 - (ii) Repairs will be scheduled. If costs exceed the deposit amount, the unit owner will be charged.
- b) Notify Management at least two weeks in advance of the move. Failure to do so will be considered a violation.
 - c) Elevator pads and a key are available. The key may be used to lock the elevator for loading and unloading purposes only.

14) Noise

- a) Sound volume of stereos, radios, TV, musical instruments, etc. must be confined within your own living quarters and should in no way disturb or annoy other residents in the building.

15) Parking Lots

- a) Only properly tagged/licensed vehicles may park in the Handicapped spaces.
- b) Residents must notify Management if they intend to leave a car inactive for more than 2 weeks. Board approval must be given if a car is parked for more than two consecutive weeks in one spot. Cars must be operational, and must be moved at least once every 2 weeks. Homeowners are asked to park their inactive vehicles in the south parking lot (adjacent to the garage ramp).
- c) Parking trailers, campers, mobile homes, boats, horse trailers, etc. is prohibited.
- d) Commercial vehicles, such as moving vans or repair trucks, are prohibited from overnight parking without the written consent of the Board. Parking will then be limited to the spaces located at the south end of the parking garage entrance for a period of one night only.
- e) After two inches of snowfall, homeowners are asked to move their unused vehicles to the south parking lot (adjacent to the garage ramp) to facilitate snow removal efforts. Unused is defined as any vehicle not in use for more than 3 days.

- f) No oil changes or car repairs, except for emergency starts, are allowed.

16) Party Room

- a) The Party Room (Unit #209) is utilized for both public and private use.
 - (1) All Association meetings are held in the Party Room. Meeting dates and times are communicated in advance, and are posted throughout the building.
 - (2) Homeowners may utilize this room during the day for socializing. Specific hours for public use are posted on the elevator and hallway closet bulletin boards.
 - (3) Homeowners may rent the room for private parties. Reservations are taken on a first come first serve basis. Call Management for details. (See Appendix E)

17) Pets

- a) No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common elements except for dogs under 35 pounds, cats, and other household pets.
- b) Pets may not be kept, bred or maintained for any commercial purpose.
- c) Owners responsible for more than two violations shall be deemed liable for having a pet that causes or creates a nuisance or unreasonable disturbance. The Board, after a review, may elect to order the pet removed permanently from the premises upon three (3) days written notice.
- d) No dog or other pet will be permitted outside of a unit unless it is in the custody of the owner, and on a leash not to exceed 6 feet in length.
- e) All dogs and cats harbored, kept or maintained in the Village of Palatine shall be licensed.
- f) Unit owners are responsible for the action of their animal(s) toward any person living in or visiting their units.
- g) Costs for repairing damages to any common elements, caused by a pet, will be charged back to the owner.
- h) All homeowners are required to clean up after their pets.

18) Recreational Equipment

- a) All bicycles and other recreational equipment must be stored in the garage storage closets, or individual units, when not in use. Bicycles may not be stored on Balconies.
- b) Bicycles must enter and leave the building through the garage only.
- c) Bicycles and other recreational equipment may not be parked or placed at the front entrance.

19) Remodeling

- a) Any unit owner may make alterations, additions and improvements within his unit without the prior written approval of the Board. However, no

alterations, additions and improvements may be made that will damage or impair the common elements or structural integrity of the building.

- b) If additional refuse containers and/or special garbage pickups are required, call Management to make arrangements. All costs associated with garbage and debris removal are the homeowner's responsibility. Use of the common area Trash Room for remodeling debris disposal will result in a violation and fine.

20) Renting/Leasing

- a) Renting or leasing units is restricted.
Please refer to Appendix D: No Lease Amendment.

21) Satellite Dishes

- a) Any owner interested in installing a satellite dish one meter or less in diameter should notify Management and obtain instructions and restrictions. A unit owner may install or place a satellite dish on an area of the Limited Common Elements. This area includes and is limited to the individual homeowner's balcony. (See Appendix F)

22) Security

- a) Miramonte Pointe, Buildings 1 and 2, is a designated Neighborhood Watch Community in the Village of Palatine. Report any suspicious activity to the Palatine Police (911).
- b) A few tips to remember:
 - (1) Be aware of your surroundings, and get to know your neighbors!
 - (2) Never let a stranger in the building.
 - (3) Never give your keys or garage opener to any unauthorized person.
 - (4) Report any abandoned or unidentified cars to the Police.
 - (5) Make arrangements for neighbors to take in your mail and papers in the event you are gone for a period of time.
 - (6) Keep your car locked – even if it is in the garage!
- c) Remember – Security is everyone's responsibility. We can all do our part to keep our building and grounds safe.

23) Selling

- a) There are specific guidelines outlined in the Declaration and Bylaws document regarding the sale of a unit. Homeowners are advised to contact Management for details.
- b) Posting of Real Estate "Open House" and "For Sale" signs must be approved by the Master Board. Contact Management for details.

24) Signs and Notices

- a) No "For Sale", or any other signs shall be placed in windows, balconies, or front lobby.

- b) Personal notices or ads may be posted on the bulletin boards in the hallway trash chute closets or the Party Room (#209).
- c) The bulletin board in the elevator is restricted to official Board and Committee notices only.

25) Storage Closets – Garage

- a) All personal items must be stored inside the storage closets. Nothing may be stored on the step outside the locker. This is a fire department regulation.
- b) No appliance such as refrigerators, freezer, etc may be connected to common area electric outlets.
- c) Each storage closet contains a fire sprinkler. Fire code requires all items must be at least one foot below the ceiling.

26) Trash Disposal

- a) Garbage chutes are located on each floor, in the trash rooms, next to the elevators. All garbage must be properly bagged and tied, including newspapers. Special care should be taken when disposing breakable items such as glass jars, or items containing liquids.
- b) Boxes and oversized items may not be thrown down the chutes. All boxes should be broken down and left inside the dumpster. Large items should be walked down to the garage Trash Room.
- c) Special pickups may be required for larger items such as furniture, appliances, etc. Management will arrange for these pickups at the homeowner's expense.
- d) Report any noxious odors, or damage to garbage chutes or the trash rooms to Management.

27) Windows and Window Treatments

- a) All window treatments and coverings visible from the exterior of the building must be white, or have a white backing.
- b) All windows must remain uniform in color and style. If a window or balcony door requires repair or replacement, contact Management. Maintenance arrangements will be made at the homeowner's expense.

Section D

Enforcement Policy

Examples of Forms and letters associated with this Policy are found in Appendix B.

- 1) If someone is believed to be in violation of any of the provisions of the Declaration and Bylaws, or Rules and Regulations, a written and signed complaint must be submitted by an Owner, the Managing Agent, or member of the Board of Managers, to the Managing Agent.
 - a) To issue a complaint or report a violation, contact Management.
- 2) If a unit owner violates or is otherwise liable for a violation (by guests, tenants, etc.) of any or the provisions of the Declaration, Bylaws, and/or Rules and Regulations of the Association, the following shall occur:
 - a) Upon a first violation, Management will notify the unit owner, in writing.
 - (1) In the event this violation results in damage to any common elements, repairs will be scheduled, and costs will be assessed to the homeowner's account.
 - b) Upon a second or continuous violation of the same offense, Management will notify the unit owner in writing, and a fee of \$25.00 will be assessed to the homeowner's account.
 - c) Upon further or continuing violations of the same offense, the matter will be forwarded to the Association's attorney for appropriate legal action. In addition, all attorneys' fees, and other costs incurred, will be charged back to the homeowner.
- 3) All charges associated with violations will be assessed to the homeowner's account. Unit owners shall pay all charges within (30) days of written notification from Management. Failure to do so may result in legal action.
- 4) If any unit owner feels that they have been wrongfully or unjustly charged with a violation, the unit owner may proceed as follows:
 - a) Within (10) days after notification, the unit owner shall submit a written statement to the Board explaining why they feel no violation was committed. The Notice of Violation letter will state where this protest is to be mailed.
 - b) A hearing on the violation will be scheduled at a regular monthly Board meeting. The unit owner will be notified of the time, date and place.
 - c) The Board shall hear and consider arguments, evidence, or statements regarding the alleged violation from the unit owner.
 - d) After a full hearing, the Board will state its decision regarding the alleged violation. The decision of the Board shall be final and binding. Notification of the Board's decision will be submitted, in writing, to the unit owner. If applicable, all fees associated with the violation become due immediately upon the Board's determination.
 - e) If the owner fails to attend the hearing, the notice of violation will stand as is. All fees associated with the violation become due immediately. Management will notify the Unit Owner, in writing, of the Board's determination.

Appendix A

USEFUL INFORMATION

Your local phone book contains many useful numbers in the Information Pages, located at the front of the book. Some of the more commonly used numbers are listed below for your convenience.

NOTE:

In the Village of Palatine, **911 is used for both emergency and non-emergency services.**

Emergency Numbers:

Fire

Emergency Services (TDD and Voice) 911
Non-Emergency Services (after hours – TDD and Voice) 847-359-9000
Non-Emergency Service (8:30 AM – 4:30 PM) 847-359-9026

Police

All Emergency and Non-Emergency Services (TDD and Voice) .. 911

Health Department 847-359-9090

Village Hotline (Village Public Works) 847- 705-5200

Village of Palatine City Hall

200 E. Wood Street
Palatine, IL 60067
(847) 358-7500
Hours: 8:30 AM – 4:30 PM Mon. – Fri.
8:30 AM – Noon on Saturday
Call ahead for lobby hours.

Township of Palatine - Assessor

721 S. Quentin Road
Palatine, IL 60067
(847) 358-6700
Hours: 8:30 AM–4:00 PM Mon. – Fri.
8:30 AM to Noon on Saturday

Palatine Township Senior Center

505 S. Quentin Rd.
Palatine, IL 60067
(847) 991-1112

United States Post Office

440 W. Colfax Street
Palatine, IL 60067-9998
(847) 359-1791

Secretary of State's Office

1227 E. Golf Road
Schaumburg, IL 60173
(847) 619-1450

Vehicle Emmissions Facility

508 S. Hicks Rd.
Palatine, IL 60067
(800) 437-1480
Hours: 8:00 AM – 6:00 PM (Tues – Fri)
8:00 AM – 1:00 PM (Saturday)

Appendix A

(USEFUL INFORMATION, Cont.)

General household information:

Air Handler Filters

- Each air handler contains a removable filter. The size is 20" X 20" X 1". Filters should be replaced several times a year, depending on the type used. They can be purchased at any hardware store or home improvement center.

Garage Door Openers

- Garage door openers require a 9-volt battery. Batteries should be replaced at periodic intervals.

Garbage Disposal Care

- General Electric disposals were installed in most units. The most commonly lost or destroyed part to any garbage disposal is the drain guard. These guards are not a standard size and cannot be found in a hardware or home improvement store. Contact the GE Parts Center for a replacement, or visit a GE appliance center. The disposal model number is GFC290Y01. Check your warranty booklet for more information.

GE In-Home Repair Service: 1-800-432-2737

GE Parts Center: 1-800-626-2002

Light Bulbs

- For a nominal monthly fee, ComEd offers light bulb service to their customers. You can get replacement bulbs by presenting your electric bill stub at any ComEd office or light bulb agent listed in the Yellow Pages under "Electric Companies". Call 1-800-EDISON-1 (1-800-334-7661) for more information.
- Some bathroom fixtures contain 40-watt vanity clear bulbs – medium base. They can be purchased at any hardware store or home improvement center.
- Some wall sconces contain the following bulbs: Type T – Halogen lamps - Maximum 150 watts. You can find these bulbs at any home improvement center, or specialty lighting supply store. Always check specifications before replacing bulbs.
- Some over-the-sink kitchen fixtures contain a 15-watt fluorescent tube light. They can be purchased at any hardware store or home improvement center.

Recycling Centers

- Miramonte Pointe does not have the facilities to dispose of recyclable materials. There are several local centers where these items may be taken. Recycling Centers are posted on the bulletin boards in each hallway trash closet. They are also listed here for your convenience:

Rolling Meadows – City of Rolling Meadows

3200 Central Road

847-963-0500

(West of New Wilke Rd. – next to the Clearbrook Center)

Open every day – 24 hrs.

Appendix A

(USEFUL INFORMATION, Cont.)

Village of Wheeling
255 W. Dundee Road
847-459-2600
(behind the Fire Station)

Open every day – 24 hrs.

Reynolds Aluminum Recycling Center
K-Mart Lot
Route 83 and Dundee Rd.
708-489-2992

Tues.- Sat. 1:30 – 4:30 PM

Smoke Detectors

All units are equipped with hard-wired smoke detectors. A 9-volt battery is also installed as a safety backup. Periodic battery replacement is recommended.

APPENDIX B

NOTICE OF VIOLATION

Date: _____

To: Unit Owner _____

Re: Violation of Declaration, Bylaws, or Rules and Regulations

A complaint has been filed accusing you of violating the Association's Declaration, Bylaws, or Rules and Regulations. The actions complained of occurred on or about _____, and are described as follows:

The Board of Directors will review the violation(s) on _____, at approximately _____ (AM or PM), at _____ (Location).

You have the right to present a defense and evidence regarding this accusation. After hearing the case, the Board will determine if a violation occurred and if a fine should be levied. If you fail to appear at this hearing, you may be found guilty by default, and any fines, charges, costs, expenses and legal fees may be assessed against you and added to your account.

If you are unable to attend the above scheduled hearing, a written request for continuance must be sent to the Association, in care of its managing agent. The request must be received at least one (1) day prior to the scheduled hearing date. The request must state the reason for the desired continuance. If a continuance is granted, a new date will be scheduled for the hearing. The managing agent will notify all parties, in writing, of the new date and time.

After hearing the case, the board will determine if a violation occurred, and if a fine should be levied. You will be notified, in writing, of their determination.

Miramonte Pointe Bldg. #1
Condominium Association
Board of Directors

By: _____
Authorized Managing Agent

VIOLATION DISPOSITION NOTICE

Date: _____

To: (Unit Owner) _____

On _____-(Date), you were notified of a violation of the Declaration, Bylaws, or Rules and Regulations of the Association. A hearing was held by the Board of Directors on _____ - (Date). After reviewing the alleged violation(s), the Board has taken the following action:

- () The Board has determined that no violation(s) occurred. No action will be taken.
- () The Board has determined that a violation(s) has/have occurred. Accordingly, fines, costs and expenses of \$_____ have been assessed against your account.
- () The Board has determined that a subsequent violation has occurred, and fines, costs and expenses of \$_____ have been assessed against your unit. As such, we have been instructed to inform you that legal proceedings will be instituted if further violations occur. All legal expenses resulting in such action will be assessed to your account.
- () As a result of a subsequent violation, legal fees in the amount of \$_____ have been incurred by the Association. These expenses are being assessed to your account.

Miramonte Pointe Bldg. #1
Condominium Association
Board of Directors

By: _____

(Authorized Managing Agent)

APPENDIX B

VIOLATION REPORT

Date: _____ Time: _____

Place: _____

Violation: _____

Section of Rules/Regulations Violated: _____

Offender Information:

Name: _____

Address/Unit # _____

I have made the above statements based on my personal knowledge and not upon what has been told to me. I will cooperate with the Association and its attorneys to provide additional statements or affidavits, and in the event a hearing or trial is necessary, I will appear to testify as a witness.

=====

Date to Management Co.: _____

Date letter sent to offender by Management Co.: _____

Date of Hearing: _____

Result of Hearing: _____

Date of Board Action: _____

Date of Disposition Letter to Offender by Management Co. _____

Fine applicable: Y or N (Circle One)

Date Fine Posted to Account: _____

EXAMPLE

APPENDIX B

WARNING LETTER

Date: _____

(Homeowner Name) _____

(Address) _____

(City, State, Zip) _____

Re: Miramonte Pointe Building #1 – Condominium Association
Rules and Regulations Violation Warning

Dear (Homeowner):

During a recent property inspection, it was noted that you are in violation of the Rules and Regulations, which govern your community. Listed below is/are the violation(s) and the section(s) of the Rules which pertain to this/these issue(s):

Violation:

Violation of: (section of Declaration and Bylaws/Rules and Regulations)

Please make the necessary changes to correct this/these violation(s) immediately. Failure to do so could result in fines being assessed to your account. Any correspondence regarding the above violations(s) must be sent, in writing, to the managing agent of the Association. All letters contesting the violation(s) will be presented to the Board of Directors for review.

Your cooperation is greatly appreciated.

Miramonte Pointe Bldg. #1
Condominium Association
Board of Directors

By: _____
Authorized Managing Agent

EXAMPLE

Appendix C

**Miramonte Pointe Condominium Association
Building #1
Palatine, IL 60067**

Moving Deposit Form:

Name(s) _____

Unit Number _____

Date of Move _____

Forwarding Address _____

Forwarding Phone _____

The undersigned hereby deposits the sum of \$250.00 to pay the cost of repairs to any portion of the common elements that may be damaged as a result of moving in/out of Building #1.

If no damage is done, the full amount will be refunded within two weeks following the move. If repair costs do not total \$250.00, the balance will be refunded. If repair costs exceed \$250.00, the undersigned agrees to pay the excess to Miramonte Pointe – Building #1 within two weeks after notification by the Managing Agent.

Make checks payable to: Miramonte Pointe Condo. Assoc. Bldg. #1

Mail this completed and signed form with your deposit check to:

Management Co.
Address
City, State, Zip

Signature _____

Print Name _____

Date: _____

.....
Office Use Only

RECEIVED DEPOSIT OF \$250.00 THIS _____ DAY OF _____.(MO./YR.)

Mgmt. Co. AUTHORIZED SIGNATURE _____

EXAMPLE

Appendix E

Miramonte Pointe Condominium Association #1
Palatine, IL 60067

PARTY ROOM RENTAL AGREEMENT:

Date: _____

Homeowner(Lessee): _____ Unit # _____

Lessor: Miramonte Pointe Condominium Association #1

The parties hereto hereby agree as follows:

1. Lessor rents to Lessee the Party Room (Unit #209) for the purpose of:

and for no other purposes on the following day:

between the hours of:

The party room shall not be used for a commercial or business purpose.

2. The rental rate shall be \$0.00 for the rental period specified above (see #1) for all unit owners. Please notify Management (847-757-7171) or a Board Member in the event of a cancellation. There is no penalty fee for a cancellation.

3. The Lessee shall also pay the Lessor a \$100.00 damage deposit. The deposit will be returned to the Lessee only if the Lessee complies with the terms of this agreement. The rental check shall be made payable to the Lessor and sent to:

Miramonte Pointe I
C/O Mperial Asset Management, LLC
110 N. Brockway St. #320
Palatine, IL 60067

4. The Lessee shall remain in the Party Room for the duration of the rental period.

5. Except for purposes of entering and leaving the premises, the Lessee and his guests shall remain within the Party Room, and shall not occupy other portions of the common area as defined by the Miramonte Pointe Declaration of Condominium Ownership and Bylaws.

6. The maximum number of persons allowed in the Party Room for the function shall be 50. Parking is very limited. Please keep this in mind when planning your gathering.

Appendix E

7. Lessee shall return the Party Room and Condo. Assoc. property, located therein, in a clean, orderly, undamaged condition. If the party room is not returned in clean condition, the Lessor may have the room(s) cleaned at the Lessee's expense. The Lessee shall be responsible for any and all damage to the Party Room, Association property therein (chairs, drapery, furniture), and Common Areas. This includes any damage incurred by your guests, family members, or hired agents such as caterers, or rental agents (table and chair providers, etc.). Any such damages or costs of cleaning or repair shall first be deducted from the damage deposit, and the Lessee shall be responsible for, and immediately pay upon demand, any remaining balance due to the Lessor.
8. Lessor shall not be responsible for any lost, damaged or stolen personal property of the Lessee, his guests, family members, or hired agents.
9. Alcoholic beverages may be served, but not be sold in the Party Room. Serving liquor to minors is strictly prohibited. Lessee shall be fully liable for all claims which are a direct result of non-compliance.
10. Food and beverage consumption shall be restricted to the Party Room.
11. Lessee shall be responsible for any personal injuries or property damage sustained by Lessee, his guests, family members, or hired agents, and shall indemnify, defend, save and hold harmless the Lessor, its officers, directors, employees, agents, members and residents from and against all claims, suits, liability, damages, costs and expenses of any nature (including but not limited to attorney's fees), either threatened or instituted against them or any one of them arising from or in any way related to this Agreement whether any such personal injury or property damage occurs within or without the Party Room.
12. Lessee hereby acknowledges that the Lessee has received the rules relating to the Party Room, and the Lessee hereby agrees to abide by and conform to these rules, and the Association's Declaration of Ownership and Bylaws. Lessee shall inform their guests, family members or hired agents of the rules and Declarations. In addition, the Lessor shall have the right to immediately terminate this Agreement and Lessee's possessory rights hereunder upon any violation of the terms of this Agreement.
13. Lessee shall secure the Party Room by locking the windows and sliding glass door, and double locking the hallway door. The lessee will be held responsible for any damage caused by failure to comply with this provision.
14. Keys may be picked up and dropped off with the responsible board member. Fox Valley Management will coordinate with the board member responsible.
15. Clean-up must be accomplished, and the Party Room check list filled out, signed and returned to the responsible board member at the same time the key is returned. Clean-up is the responsibility of the Lessee. Floors are to be swept, mopped and vacuumed. Any stains on the carpeting, walls, furniture or kitchen counters must be wiped up immediately before they "set". If kept outside the freezer, store ice in a water-tight container so water won't leak out as the ice melts. Coasters, napkins, and

Appendix E

hot pads must be used when setting drinks, food, hot dishes, etc. on the kitchen counters. Keep all food and beverages off the half wall ledge between kitchen and main body of the Party Room.

16. Set-up for the function cannot begin before 9:00 AM the day before the Rental Period begins. Delivery of all tables, chairs, or other rented items should be made through the garage. Delivery of food items may be brought in through the lobby. The Lessee will be held responsible for any damage or cleaning costs incurred as a result of these deliveries.

17. Extra garbage bags, paper towels, hand towels, cooking implements and eating utensils must be brought by the Lessee. All garbage, including the bathroom wastebasket, must be removed from the Party Room. All garbage must be properly bagged and disposed of in the Trash Room, located in the garage.

18. Use of scotch tape and thumbtacks on walls, fixtures, windows and doors is prohibited.

19. The thermostat may be turned on for additional heat or air conditioning. Both controls must be set to the OFF positions prior to departure.

20. The oven is to be used to warm food only, not to actually cook a meal. Food shall not be placed in the oven and left unsupervised. Turn gas controls off when burners and the oven are not in use.

21. Lessee shall pay all of Lessor's costs, expenses, and attorney's fees in connection with the enforcement of any or all of the terms of this Agreement.

22. This Agreement shall be binding upon the heirs, executors and assigns of the parties, and shall be governed by the laws of the State of Illinois.

23. Lessee shall not, in whole or in part, transfer or assign any rights under this Agreement without the prior written consent of the Lessor. In the absence of such prior written consent, Lessor shall not be obligated to recognize any such assignment. Any such assignment or attempted assignment, in whole or in part, shall be of no force and effect.

24. In addition to the above rules, the Board of Directors has adopted a "NO SMOKING IN COMMON AREAS" rule. Smoking will be allowed on the balcony only. The lessee will supply their own smoking receptacles. All cigarette/cigar butts and residue must be safely disposed of, in a sealed and fireproof container, by the lessee.

WHEREFORE, the parties hereto agree to the above terms by affixing their signatures hereto on the date first stated on page one.

LESSOR: Miramonte Pointe Condo. Assoc. **LESSEE:** _____
Representative and Title (Print Name)

(Signature) (Signature)

INSPECTION CHECKLIST

Appendix E

Please return this checklist and key to the responsible board member after your gathering. We hope you enjoyed using the Party Room - please come again!!

KITCHEN:

Item	Yes	No
Garbage emptied		
Floor swept and washed		
Counter and stove top washed		
Food removed from oven and refrigerator		
Spills in the oven and refrigerator cleaned up		

Comments: _____

BATHROOM:

Item	Yes	No
Wastebasket Emptied		
Toilet flushed and cleaned		
Sink and counter top wiped clean		
Floor swept		

Comments: _____

MAIN ROOM:

Item	Yes	No
Balcony door and windows locked		
Balcony light turned off		
Smoking receptacles removed from the balcony		
Thermostat controls turned to the OFF position		
No tape or tacks on walls		
Decorations removed		
Walls clean		
Carpeting vacuumed - no stains		
Furniture and window treatments in place - blinds closed		
Door locked and bolted		

Comments: _____

Inspected by: _____ Inspected by: _____
 Date: _____ Date: _____

(Before the event)

(After the event)

APPENDIX F

RULES AND REGULATIONS REGARDING THE INSTALLATION OF SATELLITE DISHES

In order to keep the aesthetic appearance of Miramonte Pointe in a good and orderly manner, the Board has adopted the following Rules and Regulations.

1. Any owner interested in installing a satellite dish one meter or less in diameter should notify Management prior to setting an installation date. Satellite dishes greater than one (1) meter in diameter are prohibited.
2. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. The Board is requiring satellite dishes to be installed on balconies only.
3. No more than one (1) antenna of each provider may be installed.
4. To protect the health, safety and welfare of the residents, the Board strongly recommends that all satellite dishes be professionally installed. If the owner uses a professional installer, the unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building.
5. In order to protect the health, safety and welfare of the residents and their property, the Board reserves the right to inspect the installation and maintenance of the satellite dish.
6. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.
7. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.
8. The owner shall be responsible to fund the cost of any maintenance, repair, or replacement to the property resulting from installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
9. The Owner hereby indemnifies and holds harmless the Board of Directors, The Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees. Owners will be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish.
10. In the event of transference of ownership, the Owner shall inform the new Owner(s) of the existence of these Rules and Regulations.
11. All satellite dishes shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All expenses incurred, including Association imposed fines, and removal and restoration costs, will be assessed to the homeowner.

