

October 23, 2000

DEAR MIRAMONTE POINTE CONDOMINIUM BUILDING NO. 2 HOMEOWNER:

RE: FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR
MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 2 ASSOCIATION – DATED
AUGUST 15TH, 2000.

Enclosed is a recorded copy (#00721108) of the above Amendment, recorded on 9-15-2000.
(Office of the Recorder of Deeds of Cook County Document number 98882904)

Please review this document carefully as it pertains to the “No leasing” issues passed by
over 75% of the homeowners.

Please keep a copy of this Amendment in your records and make sure to pass this on to
any perspective buyers.

If you have any questions, please do not hesitate to contact the office.

Sincerely,

YOUR BOARD OF DIRECTORS

Enclosure

00721108

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2000-09-15 15:38:35
Cook County Recorder 105.00



**FIRST AMENDMENT TO
THE DECLARATION OF
CONDOMINIUM
OWNERSHIP FOR
MIRAMONTE POINTE
CONDOMINIUMS
BUILDING NO. 2
ASSOCIATION
RECORDED IN THE
OFFICE OF THE
RECORDER OF DEEDS
OF COOK COUNTY,
ILLINOIS, AS DOCUMENT
98882904**

For Use By Recorder's Office Only

This Amendment to Declaration made and entered into the 15th day of August, 2000, by an instrument in writing approved by seventy-five percent (75%) of the total vote of unit owners, is an amendment to that certain Declaration of Condominium Ownership for Miramonte Pointe Condominiums Building No. 2 Association, (hereinafter referred to as "Declaration"), recorded in the Office of the Recorder of Deeds of Cook County as Document Number 98882904.

WITNESSETH:

WHEREAS, the Declaration has submitted certain real property to the provisions of the Illinois Condominium Property Act (the "Act"), said Condominium being known as Miramonte Pointe Condominiums Building No. 2 Association (the "Condominium"), which Condominium is legally described in Exhibit "A" and attached hereto; and

WHEREAS, the Miramonte Pointe Condominiums Building No. 2 Association, (hereinafter referred to as "Association") is the assignee of the Developer's rights as set forth and described in the Declaration; and

WHEREAS, pursuant to Article XX, Section 6, the Declaration may be amended upon the affirmative vote of unit owners having at least seventy-five (75%) of the total vote; and

WHEREAS, said instrument has been adopted by the Board and certified that owners having at least seventy-five (75%) of the total votes have approved such amendment.

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

MATTHEW L. MOODHE
Kovitz Shifrin & Waitzman
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 — (847) 537-0500

alinda 105⁰⁰

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

1. Article IX, Section 1 currently reads as follows:

1. Sale or Lease. Any Unit Owner other than the Trustee who wishes to sell or lease his unit ownership (or any lessee of any unit wishing to assign or sub-lease such unit) shall give to the Board not less than thirty (30) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease, entered into subject to the Board's option as set forth hereinafter, together with a copy of such contract, the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice or contract. If said option is not exercised by the Board within said thirty (30) days, the Unit Owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the lease (or sublease or assignment) of such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Unit Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

The provision of the Act, the Declaration, Bylaws, other condominium instruments and rules and regulations that relate to the use of the individual unit or the common elements shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease.

2. Article IX, Section 1 of the Declaration shall be amended as follows:

1. Sale. Any Unit Owner other than the Trustee who wishes to sell his unit ownership shall give to the Board not less than thirty (30) days prior written notice of his intent to sell and subsequently, the terms of any contract to sell, entered into subject to the Board's option as set forth hereinafter, together with a copy of such contract, the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice or contract. If said option is not exercised by the Board within said thirty (30) days, the Unit Owner may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate of such unit ownership to the proposed purchaser named in such notice upon the terms specified therein. If the Unit Owner fails to close said proposed sale transaction within said ninety

(90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

3. Article IX of the Declaration is amended by adding the following Section 12:

12. Leasing of Units. In order to maintain high property values and keep Miramonte Pointe a first class condominium association, the objective of the Association is to promote and encourage unit owners to reside on the property. Therefore, the following provisions shall apply to the leasing of units:

(a) No Owner may enter into any lease, sublease or other tenancy arrangement of any Unit, commencing with the effective date of this Amendment. Any attempted leasing, subleasing or other tenancy arrangement in contravention of the provisions of this paragraph shall entitle the Board to seek any and all remedies available to the Association. Occupancy of a Unit by a blood relative(s) (other than a sibling(s)) of a Unit Owner without the Unit Owner being a resident, shall not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties. A blood relative is defined as a parent, child (natural or adopted), or grandparent of a Unit Owner.

(b) Any Unit Owner may apply for a hardship waiver of enforceability of this policy. The Unit Owner must submit a request, in writing, to the Board of Directors, requesting a hardship waiver setting forth all reasons as to why he/she is entitled to the same. The Board may grant a hardship waiver for a one year period only. Failure to abide by all Rules and Regulations of the Association may result in the revocation of the hardship status. The Board's determination with regard to a hardship application shall be final.

(c) In the event a tenant occupies a unit without express consent of the Board, the Association may seek to enjoin the tenant from occupying the Unit by filing an action in law or equity or by an action in forcible entry and detainer (eviction). The Board reserves the right to join the Owner in any such action. Any and all costs incurred by the Association, including but not limited to attorneys' fees, shall be the responsibility of the Unit Owner. These costs will act as a lien upon the Owner's Unit until paid in full.

(d) Any Unit being leased out in violation of this amendment or any Unit 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.

(e) In addition to the authority to levy fines against the Unit Owner for violation of this amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or the tenant, under 735 ILCS 5/9 of the Illinois Compiled Statutes, an action for injunctive and other equitable relief, or an action at law for damages.

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

(g) All unpaid charges, including fines, court costs and attorneys' fees incurred as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees, interest, attorneys fees, fines, etc. on the unpaid balance.

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

(i) The effective date of this amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Cook County.

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

This Amendment to Declaration is executed by an instrument in writing signed and acknowledged by the Board and certifying that the owners having at least seventy-five percent (75%) of the total votes have approved such amendment, 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, MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 2 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 15TH day of AUGUST, 2000.

MIRAMONTE POINTE CONDOMINIUMS
BUILDING NO. 2 ASSOCIATION

By: Anthony Messina
Its President

ATTEST:

By: Caryn Filler
Its Secretary

**EXHIBIT A
LEGAL DESCRIPTION**

That part of the Northwest quarter of the Northwest quarter of Section 23, Township 42 North, Range 10 East of the Third Principal Meridian described as follows: Commencing at a point on the Southwesterly line of the right of way of the Chicago and Northwestern Railway 363 Feet East of the West Line of said Section; thence South parallel with the West line of said Section to a line 231 feet South of and parallel with the North line of said Section; thence East 14 feet parallel with the North line of said Section; thence South 5.50 feet parallel with the West line of said Section; thence East 21.06 feet perpendicular to the last described course to the point of beginning; thence South 24.00 feet perpendicular to the last described course; thence West 5.97 feet perpendicular to the last described course; thence South 32.01 feet perpendicular to the last described course; thence East 5.97 feet perpendicular to the last described course; thence South 34.93 feet perpendicular to the last described course; thence West 5.98 feet perpendicular to the last described course; thence South 20.00 feet perpendicular to the last described course; thence South 35.06 feet perpendicular to the last described course; thence West 6.04 feet perpendicular to the last described course; thence South 31.77 feet perpendicular to the last described course; thence East 6.04 feet perpendicular to the last described course; thence South 23.95 feet perpendicular to the last described course; thence East 20.50 feet perpendicular to the last described course; thence South 1.01 feet perpendicular to the last described course; thence East 28.38 feet perpendicular to the last described course; thence North 1.02 feet perpendicular to the last described course; thence East 20.53 feet perpendicular to the last described course; thence North 24.03 feet perpendicular to the last described course; thence East 6.07 feet perpendicular to the last described course; thence North 32.32 feet perpendicular to the last described course; thence West 5.99 feet perpendicular to the last described course; thence North 23.52 feet perpendicular to the last described course; thence East 10.00 feet perpendicular to the last described course; thence North 12.60 feet perpendicular to the last described course; thence East 5.97 feet perpendicular to the last described course; thence North 18.00 feet perpendicular to the last described course; thence West 5.98 feet perpendicular to the last described course; thence North 12.55 feet perpendicular to the last described course; thence West 9.98 feet perpendicular to the last described course; thence North 24.42 feet perpendicular to the last described course; thence East 5.97 feet perpendicular to the last described course; thence North 32.00 feet perpendicular to the last described course; thence West 5.97 feet perpendicular to the last described course; thence North 23.97 feet perpendicular to the last described course; thence 20.49 feet perpendicular to the last described course; thence North 1.02 feet perpendicular to the last described course; thence West 28.39 feet perpendicular to the last described course; thence South 1.01 feet perpendicular to the last described course; thence West 20.49 feet perpendicular to the last described course to the point of beginning in Cook County, Illinois.

Commonly known as: 55 South Hale Street
 Palatine, Illinois 60067

**P.I.N.s for Miramonte Pointe
Condominium Building No. 2**

THESE MUST BE CHANGED

<u>Unit Number</u>	<u>P.I.N.</u>
101	02-23-100-051-1001
102	02-23-100-051-1002
103	02-23-100-051-1003
104	02-23-100-051-1004
105	02-23-100-051-1005
106	02-23-100-051-1006
107	02-23-100-051-1007
108	02-23-100-051-1008
109	02-23-100-051-1009
201	02-23-100-051-1010
202	02-23-100-051-1011
203	02-23-100-051-1012
204	02-23-100-051-1013
205	02-23-100-051-1014
206	02-23-100-051-1015
207	02-23-100-051-1016
208	02-23-100-051-1017
210	02-23-100-051-1018
301	02-23-100-051-1019
302	02-23-100-051-1020
303	02-23-100-051-1021
304	02-23-100-051-1022
305	02-23-100-051-1023
306	02-23-100-051-1024
307	02-23-100-051-1025
308	02-23-100-051-1026
309	02-23-100-051-1027
310	02-23-100-051-1028
401	02-23-100-051-1029
402	02-23-100-051-1030
403	02-23-100-051-1031
404	02-23-100-051-1032
405	02-23-100-051-1033
406	02-23-100-051-1034
407	02-23-100-051-1035
408	02-23-100-051-1036
409	02-23-100-051-1037
410	02-23-100-051-1038

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

**EXHIBIT B
CERTIFICATION AS TO BOARD APPROVAL**

I, Carwyn Fuller, state that I am the Secretary of the Board of Directors of the Miramonte Pointe Condominiums Building No. 2 Association, and as such Secretary, am the keeper of the books and records of the Association.

I further certify that the foregoing Amendment to the Declaration of Condominium Ownership of the Miramonte Pointe Condominiums Building No. 2 Association was duly adopted and approved by the Board of Directors of the Association at a meeting held on the 15th day of August, 2000.

By: Carwyn Fuller
Secretary

Dated at Palatine, Illinois, this
15th day of August, 2000.