



BUILDING NO. 2

RULES

AND

REGULATIONS

PROPOSED RULES & REGULATIONS

MIRAMONTE POINTE BUILDING #2

CONDOMINIUM ASSOCIATION

TABLE OF CONTENTS

SECTION A - INTRODUCTION

- 1) GENERAL INFORMATION
- 2) APPENDIX OVERVIEW

SECTION B - THE ASSOCIATION

- 1) ADMINISTRATION
- 2) ANNUAL HOMEOWNER MEETING
- 3) BOARD MEETINGS
- 4) ANNUAL BUDGET

SECTION C - RULES AND REGULATIONS BY TOPIC

- 1) **ASSESSMENTS**
- 2) **Balconies**
- 3) **Building Exterior**
- 4) **Building Grounds**
- 5) **Common Areas (Article 3)**
- 6) **Deliveries and Pick-up**
- 7) **Elevator**
- 8) **Emergencies**
- 9) **Garage**
- 10) **Heating & Air**
- 11) **Insurance**
- 12) **Maintenance**
- 13) **Moving**
- 14) **Noise**
- 15) **Outside Parking Lots**
- 16) **Party Room**
- 17) **Pets**
- 18) **Recreational Equipment**
- 19) **Remodeling**
- 20) **Renting & Leasing**
- 21) **Security**
- 22) **Selling**
- 23) **Signs & Notices**
- 24) **Storage Closets - garage**
- 25) **Trash Disposal**
- 26) **Windows and Window Treatment**

SECTION D - ENFORCEMENT POLICY

Appendix A

Useful information

Appendix B

Violation Forms and Letters

Appendix C

Moving Deposit Form

Appendix D

No Lease Amendment

Appendix E

Party Room Contract

Section A

Introduction

1) General Information

- a) Most rules, regulations, restrictions and covenants contained in the Declaration and By-laws are incorporated in this rulebook. Rules and Regulations with specific By-law paragraphs or sections are cross-referenced next to each subject title. References are informational rather than all-inclusive. Homeowners are urged to review the complete Declaration and By-laws document.
- b) The Board of Directors (Managers) is authorized under Article XV of the Declaration and By-laws, 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

b) Appendix B

(1) TBD – Generic forms/letters from Fox Valley

c) Appendix C

(1) No Lease Amendment

- Effective 8/15/2000

d) Appendix D

(1) Moving Deposit Form

e) Appendix E

(1) Party Room Contract

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 regular 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, contractors and disciplinary proceedings. 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 (Article V)

- 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 (Article XVII)

- 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 and gas propane barbecues 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, radio or television antennas, or any other decorative item shall be affixed to or placed on balcony walls, ceilings and window sills over balconies and patios, without the prior written consent of the Board.
- 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 (Article XVII)

- 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** (Article XVII)

- 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 or a nuisance is not created.
- b) The Board contracts out landscape maintenance and snow removal. Report any landscaping damage to Management.

5) **Common Areas** (Article III)

- a) All common areas, excluding individual unit balconies, are **NO-SMOKING** zones. Common areas include hallways, stairwells, garage and parking lots, building grounds, 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, etc. 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.
- 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.

a) **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 approximately 20 minutes.

b) 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 (Article IV)

- 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 2 only. Renting or loaning the space to a non-homeowner is strictly prohibited unless prior approval has been received by the Board, and the agreement is in writing.
- 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 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 homeowner's remote control garage door opener may need a new battery. Replace it with type _____. 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. A fine of \$100.00 will be charged for a lost or stolen unit. The replacement cost will be additional.
- i) There is a maintenance schedule for power washing and sweeping the floor. Notices to move cars will be posted in advance.

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. For repair, contract the Management company or a Board member.

- 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 not mandatory, but is highly recommended.
- c) Air handlers are located in every unit. 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.
Per the Village Ordinance, heat will be turned on as of September 15th to May 1st. During this time, the temperature must be no less than 68 degrees between the hours of 6:30 AM to 10:30 PM. All other times, the heat cannot be lower than 65 degrees.

11) Insurance (Article VI)

- 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 (Article VIII)

- 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.
- d) Report any common element maintenance concerns to Management.

13) Moving (Article IX)

- 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.
(See Appendix C) - form and procedures attached.

- (1) The Welcome and Information Packet contains a copy of the Moving Deposit Form for all new resident owners/tenants. Management must receive the completed form and refundable deposit prior to the move out date.
 - (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 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) Elevator pads and a key are available. The key may be used to lock the elevator for loading and unloading purposes only.

14) Noise (Article XVII)

- 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) Outside Parking Lots

- a) Only properly tagged/licensed vehicles may park in the Handicapped spaces.
- b) Residents are asked to notify Management if they intend to leave a car inactive for more than 2 weeks.
- c) Parking trailers, campers, mobile homes, boats, 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) During periods of reported snowfall, homeowners are asked to move their unused vehicles to the far northeast corner of building 2's parking lot to facilitate snow removal efforts. Unused is defined as any vehicle not in use for more than 3 days.

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 door.
 - (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 (Article XVII)

- 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.
The maximum of 2 pets per unit is allowed.
- 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.
(Palatine Code of Ordinances Sec. 5-6 Control of Animals)
- e) All dogs and cats harbored, kept or maintained in the Village of Palatine shall be licensed. (Palatine Code of Ordinances Sec. 5-37)
- 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) Pet waste (clean-up).

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 (Article VIII)

- 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 (Article IX)

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

21) 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.

22) Selling (Article IX)

- 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.

23) Signs and Notices (Article XVII)

- a) No “For Sale”, or any other signs shall be placed in any area of the property including 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.

24) Storage Closets – Garage (Article IV)

- 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.

25) 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.

Section D

Enforcement Policy

- 1) If a unit owner violates or is otherwise liable for a violation (by guests, tenants, etc.) of any of 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.
- 1) 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.
- 2) 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.

25) Windows and Window Treatments (Article XVII)

- 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.

27) ACC - All Architectural change requests must be approved by the Board, in writing, before any changes can be made by the homeowner.

APPENDIX A

USEFUL INFORMATION

Your 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 Rd
Schaumburg, IL 60173
(847) 619-1450

Vehicle Emissions 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)

Warren R. Kosta

Councilman District 6

Village of Palatine
200 E. Wood Street
Palatine, IL 60067-5339
(847) 358-7500 Fax (847) 359-9094

Fox Valley Management Co.

200 W. Street
Cary, IL 60013
(847) 516-2040
Fax (847) 516-2046

Useful Information

APPENDIX A

(USEFUL INFORMATION, Cont.)

General Household Information:

Air Handler Filters

Each air handler contains a removable filter. The size varies from 16" X 20" X 1" to 20" X 20" X 1". Filters should be replaced several times a year, depending on the type used and the amount of use. 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. Replacement batteries can be purchased at any hardware store.

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 store 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 at and ComEd office or light bulb agent listed in the Yellow Pages under "Electric Companies"

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 store. Always check specifications before replacing bulbs.

Some over-the-sink kitchen fixtures contain a 15-watt fluorescent tube bulb. They can be purchased at any hardware store or home improvement center.

Appendix A

(USEFUL INFORMATION, Cont.)

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 Open every day - 24 hours
3200 Central Road
847-963-0500
(West of New Wilke Rd - next to the Clearbrook Center)

Smoke Detectors

All units are equipped with 120-volt, hard wired smoke detectors. They also require a 9-volt battery in order to operate. Without the battery, a beep will be heard once a minute until the battery is replaced. The same beep is heard if the battery is weak or dead.

Use only the following batteries in your smoke alarm:

Eveready 216, 522, 1222 Duracell MN 1604 or Ultralife U9VL-J

Warning:

Do not use any other type of battery, except those specified above.

Do not use rechargeable batteries.

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, 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: _____

APPENDIX B

WARNING LETTER

Date: _____

(Homeowner name) _____

(Address) _____

(City, State, Zip) _____

RE: Miramonte Pointe Building #2 - 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 violation(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 Point Bldg. #2
Condominium Association
Board of Directors

By: _____
Authorized Managing Agent

EXAMPLE

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. #2
Condominium Association
Board of Directors

By: _____
Authorized Managing Agent

EXAMPLE

APPENDIX B

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 account. 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. #2
Condominium Association
Board of Directors.

By: _____
Authorized Managing Agent

EXAMPLE

JULY 10, 2000

DEAR MIRAMONTE POINTE CONDOMINIUM ASSOCIATION BLDG. #2 HOMEOWNERS:

**RE: AMENDMENT TO THE RULES AND REGULATIONS: MOVE-IN / MOVE- OUT
PROCEDURES**

Please be aware that at the June 20th Board Meeting, an amendment was passed on the Move-in and Move-out procedures for your building.

This amendment is effective immediately. Please call if you have any questions regarding this new procedure.

Note, that if you sell your unit, we cannot issue the closing letter unless we have this procedure followed.

Thank you in advance for your cooperation.

Sincerely,


Patricia Lowman
Managing Agent

Enclosure

MIRAMONTE POINTE CONDOMINIUM BUILDING #2 **MOVE-IN / MOVE-OUT PROCEDURES**

1. Moves through the lobby are prohibited at all times.
2. Moves past 10:00 PM are not allowed.
3. The elevator **MUST** be padded the evening prior to the date of the move.
4. The buyer of a unit needs to meet with a Board member(s) at least 2 weeks prior to the move date for an "informational meeting" to review the conditions and rules pertaining to moving.
5. A Move-Out deposit of \$250.00 is required.
6. This deposit is refundable if no damage to the common areas was sustained during the move.
7. A member of the Board will inspect the common areas the day after the move.
8. An elevator key must be obtained through the Board for the move.....this key must be returned directly to a Board member after the move.
9. Moves must take place via the garage.
10. The moving van/truck must remain at the top of the ramp, and the vehicle **MAY NOT** enter the garage nor obstruct any garage traffic.
11. The overhead garage door should be secured in the upward position (flick switch "off").
12. Once the move is completed, lower the garage door by flicking the overhead switch to the "on" position.
13. Make sure the garage door is working properly.
14. All large boxes and move-in boxes should be flattened and placed into the dumpster. If the dumpster is full, the homeowner should make arrangements to remove the boxes from the premises. If unable to do so, a \$55.00 fine will be assessed to the homeowner.

APPENDIX C

The undersigned hereby deposits the sum of \$250.00 with _____ managing agent for the MIRAMONTE POINTE BLDG. 2 CONDOMINIUM ASSOCIATION, to be applied to the cost of any repairs of any damage to the Common Elements of the Association attributable to the moving-out of the building and unit hereinafter designated by the following named person or his/her agents. The deposit shall be made payable to the MIRAMONTE POINTE BLDG. 2 CONDOMINIUM ASSOCIATION and mailed to Williamson Management, Inc. at the address noted above (Money Order and Cashier's Check only.)

The Portion of the deposit not needed to repair such damage shall be returned to the undersigned as soon as the inspection is completed and confirmed that there was no damage. If the cost of such repairs exceed the sum or \$250.00, the undersigned agrees to pay the excess to Miramonte Pointe within two weeks after the cost has been determined.

Per the Rules & Regulations: Moving is only allowed between the hours of 9:00AM and 10:00PM daily.

Name of Person(s) Moving In/Out: _____

Address/Unit of Building: _____

Date of Proposed Move: _____

Send check to: _____

Signature _____

INSPECTION CHECKLIST

	OK	PROBLEM
CARPET	_____	_____
DOORS	_____	_____
WALL GOUGES/PAINT ISSUES	_____	_____
RAILINGS	_____	_____
LIGHT FIXTURES	_____	_____
ELEVATOR	_____	_____
GARAGE	_____	_____

COMMENTS: _____

MOVE IN:

INSPECTED BY: _____ DATE: _____

MOVE OUT:

INSPECTED BY: _____ DATE: _____

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

6039/0110 21 001 Page 1 of 43
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

alrln... 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.

Appendix E
Miramonte Pointe Condominium Association
Palatine, IL 60067

PARTY ROOM RENTAL AGREEMENT:

Date: _____

Homeowner(Lessee): _____ Unit # _____

Lessor: Miramonte Pointe Condominium Association Building # 2

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 purpose 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 will be \$50.00 for the rental period specified above (see #1) for all unit owners. Please notify Fox Valley Management in the event of a cancellation. There is no penalty fee if the room is canceled.

3. The Lessee shall also pay the Lessor a \$100.00 damage deposit which shall be mailed to Fox Valley Management Co. along with this signed agreement. Said deposit shall be a separate personal check from the \$50.00 rental fee. The deposit will be returned to the Lessee only if the Lessee complies with the terms of this agreement. Both the rental check, deposit check, and the signed agreement shall be mailed to:

Fox Valley Mgmt. Co.
200 W. Main St. Suite B
Cary, IL 60013

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 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. NO Alcoholic beverages may be served _____ in the Party Room. Serving liquor _____ 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

Appendix E

water-tight container so water won't leak out as the ice melts. Coasters, napkins, and 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)

Appendix E INSPECTION CHECKLIST

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)