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Cook County Recorder

85.00

FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR MIRAMONTE POINTE
CONDOMINIUMS BUILDING NO. 1
ASSOCIATION RECORDED IN THE
OFFICE OF THE RECORDER OF DEEDS
OF COOK COUNTY, ILLINOIS, AS
DOCUMENT 97733207

This Amendment to Declaration made and entered into the 15th day of Necember 1999, 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. 1 Association, (hereinafter referred to as "Declaration"), recorded in the Office of the Recorder of Deeds of Cook County as Document Number 97733207.

WITNESSETH:

For Use By Recorder's Office Only

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. 1 Association (the "Condominium"), which Condominium is legally described in Exhibit "A" and attached hereto; and

WHEREAS, the Miramonte Pointe Condominiums Building No. 1 Association, (hereinafter referred to as "Association") is the assignee of the Developer's rights as set forth and described in the Declaration; and

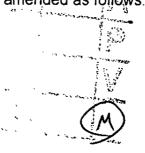
WHEREAS, pursuant to Article XX, Section 6, the Declaration may be amended upon the affirmative vote of unit owners having at least seventy-five (75%) of the total vote; and

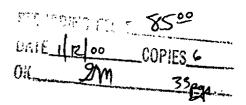
WHEREAS, said instrument has been adopted by the Board and certified that owners having at least seventy-five (75%) of the total votes have approved such amendment.

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

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





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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 timer. 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 he 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 reside 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 chall 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:

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, enlered 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.

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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) of a Unit Owner without the Unit Owner boing 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), grandparent or sibling of a Unit Owner.
 - (b) Any Unit Owners currently leasing out their Unit as of the effective date of this Amendment, may continue to lease the unit, subject to the Rules and Regulations of the Association, until the sale of the unit. Upon the sale of the leased unit the lease restriction provisions of this amendment shall apply.
 - (c) Any Unit Owner may apply for a nardship 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 minimum one year period. Upon expiration of a waiver period, unit owner may request an extension of the waiver as long as it is based on the same hardship reasons as stated in the original waiver request. The Board may grant extensions of the waiver period. 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.
 - (d) 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.

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- (e) 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.
- (f) 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.
- (1) 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.
- (h) 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.
- (i) 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.
- (j) 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.

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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.

MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1.ASSOCIATION

By:

Its Presiden

Office Office

ATTEST:

Its Secretary

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EXHIBIT A LEGAL DESCRIPTION

All units located on the property are delineated on the survey, referred to Exhibit "A" and made a part of the Declaration and are legally described as follows:

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 217 feet parallel with the West line of said Section; thence West 21 feet, parallel with the North line of said Section; thence South 195.5 feet, parallel with West line of said Section, to the South line of Lot "A" in Washington Highlands Addition to Palatine; thence East 40.00 [east, along the South line of said Lot "A" to a line 396 feet East of and parallel with the west line of said Section; thence North 150 feet, parallel with the West line of said Section to a line 493.5 feet South of and parallel with the North line of said Section; thence East 143.95 feet parallel with the North line of said Section; thence North 53.50 feet, perpendicular to the last described course to the point of beginning; thence North 20.52 feet along the prolongation of the last described course; thence West 1.03 feet, perpendicular to the last described course; thence North 28.32 feet, perpendicular to the last described course; thence North 20 49 feet, perpendicular to the last described course; thence East 23.97 feet, perpendicular to the last described course; thence North 5.97 feet, perpendicular to the last described course, thence East 31.90 feet, perpendicular to the last described course; thence South 5.91 feet, perpendicular to the last described course; thence East 23.45 feet, perpendicular to the last described course; thence North 10.00 feet, perpendicular to the last described course; thence East 11.61 feet, perpendicular to the last described course; thence North 5.99 feet, perpendicular to the last described course; thence East 17.94 feet, perpendicular to the last described course; thence South 5.99 feet, perpendicular to the last described course, thence East 11.60 feet, perpendicular to the last described course; thence South 10.03 lest, perpendicular to the last described course; thence East 23.50 feet, perpendicular to the last described course; thence North 5.98 feet, perpendicular to the last described course; thence East 32.05 feet, perpendicular to the last described course; thence South 5.98 feet, perpendicular to the last described course; thence East 24.02 feet, perpendicular to the last described course; thence South 20.55 feet, perpendicular to the last described course; thence East 1.02 feet, perpendicular to the last described course; thence South 28.29 feet, perpendicular to the last described course; thence West 1.02 feet, perpendicular to the last described course; thence South 20.47 feet, perpendicular to the last described course; thence West 24.02 feet, perpendicular to the last described course; thence South 5.96 feet, perpendicular to the last described course; thence West 31.92 feet, perpendicular to the last described course; thence North 5.99 feet, perpendicular to the last described course; thence West 34.08 feet, perpendicular to the last described course; thence South 6.01 feet, perpendicular to the last described course; thence West 19.97 feet, perpendicular to the last described course; thence North 5.99 feet, perpendicular to the last described course; thence West 34.07 feet, perpendicular to the last described course; thence South 6.00

feet, perpendicular to the last described course; thence West 32.00 feet, perpendicular to the last described course; thence North 5.98 feet, perpendicular to the last described course; thence West 24.02 feet, perpendicular to the last described course to the point of beginning, in Cook County, Illinois.

Commonly known as:

59 South Hale Street Palatine, Illinois 60067

Property of Cook County Clark's Office

P.I.N.s for Miramonte Pointe Condominium Building No. 1

<u>Unit Number</u>	<u>P.I.N.</u>
101	02-23-100-049-1001
102 103	02-23-100-049-1002
104	02-23-100-049-1003 02-23-100-049-1004
105	02-23-100-049-1004
106	02-23-100-049-1005
107	02-23-100-049-1007
108	02-23-100-049-1008
0.09	02-23-100-049-1009
261	02-23-100-049-1010
202	02-23-100-049-1011
203	02-23-100-049-1012
204	02-23-100-049-1013
205	02-23-100-049-1014
206	02-23-100-049-1013 02-23-100-049-1014 02-23-100-049-1015 02-23-100-049-1016 02-23-100-049-1017 02-23-100-049-1018 02-23-100-049-1020 02-23-100-049-1021 02-23-100-049-1022
207	02-23-100-049-1016
208	02-23-100-049-1017
210	02-23-100-049-1018
301	02-23-100-049-1019
302	02-23-100-049-1020
303	02-23-100-049-1021
304 305	
306	02-23-100-049-1023
307	02 23-100-049-1024 02-23€0-049-1025
308	02-23-100-049-1025
309	02-23-100-049-1027
310	02-23-100-049-1028
401	02-23-100-049-1029
402	02-23-100-049-1030
403	02-23-100-049-1031
404	02-23-100-049-1032
405	02-23-100-049-1033
406	02-23-100-049-1034
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410	02-23-100-049-1038

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STATE OF ILLINOIS	00	00030010
COUNTY OF COOK	SS.	
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of Directors of the Miramont	te Pointe Cor	, state that I am the Secretary of the Board ndominiums Building No. 1 Association, and as
such Secretary, am the keep	per of the boo	oks and records of the Association.
Ownership of the Miramonte	Pointe Cond	Amendment to the Declaration of Condominium dominiums Building No. 1 Association was duly
adopted and approved by the the day of Docent	e Board of Di	irectors of the Association at a meeting held on
	Dx J	BV: While II While
		Secretary
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Dated at Palatine, Illinois, th	is 4000	
15th day of <u>Decomber</u> ,	1999.	0,
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EXHIBIT C CERTIFICATION AS TO UNIT OWNER APPROVAL

state that I am the Secretary of the Board of Directors of Miramonte Pointe Condominiums Building No. 1 Association and as such Secretary, I am the keeper of the books and records of the Association.
I further certify that the attached Amendment to the Declaration of Condominium Ownership of the Miramonte Pointe Condominiums Building No. 1 Association, was duly adopted by owners having at least seventy-five (75%) of the vote and the official ballots/peuticos approving said Amendment are attached hereto and incorporated herein as part of said Amendment. By: By: Secretary
Date: 10-19-1999
Date: 10-19-1999 Output Clarks Office

PETITION TO APPROVE AMENDING THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of Condominium Ownership for the Miramonte Pointe Condominiums Building No. 1 Association, as attached hereto.

NAME (SIGNATURE)	ADDRESS
12/1/1/1/	59 South Hale, #204
PEIANM. ROW	- 11
Terry Persent	#309
Terry Hank	# 304/
ambu McCellough	#105
Al Street	407
mary Gramalis	94208
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MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

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MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

BALLOT

Regarding Condomir policy:	g the proposed Amendment to the Declaration of the Miramonte Pointe niums Building No. 1 Association, specifically regarding the leasing of units
×	ACREE THE AMENDMENT SHOULD BE PASSED.
	I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
OWNER(ia Auxhann
	- Co
Property A	Address: 595. Halo St. #310 Palatine, Illinois

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MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration of the Miramonte Point Condominiums Building No. 1 Association, specifically regarding the leasing of unit policy:
IACREE THE AMENDMENT SHOULD BE PASSED.
DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
OWNER(S):
anita Breither
Property Address: 59 5. Hale # 2010 Palatine, Illinois
T'S OFFICE

MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration of the Miramonte Pointe Condominiums Building No. 1 Association, specifically regarding the leasing of units policy:
WE JACREE THE AMENDMENT SHOULD BE PASSED.
DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
OWNER(S): Calmine & Daniei Gerry Bauer-Fanieri
59 S. Hale St. # 303, BALATINE, IL-6006-
Property Address: Palatine, Illinois
T'S OFFICE

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MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

BALLOT

JACREE THE AMENDMENT SHOULD BE PASSED.
I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
OWNER(S):
AUDREA T. EDWARDS
<u> </u>
59 So. HALE WAIT 409
Property Address: Palatine, Illinois 60067
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MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

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	I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
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OWNER	(S):
6	milia & Leisling
Bu	Le L. Buching
Property	Address: <u>59 5. HALE # 202</u>
	Palatine, Illinois
	
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MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration of the Miramonte Pointe Condominiums Building No. 1 Association, specifically regarding the leasing of units policy:
INGREE THE AMENDMENT SHOULD BE PASSED.
DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
OWNER(S):
Toelly a. Bruce
Property Address: 59 S. Nale # 207 Palatine, Illinois

MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration of the Miramonte Pointe Condominiums Building No. 1 Association, specifically regarding the leasing of unitspolicy:
AGREE THE AMENDMENT SHOULD BE PASSED.
DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
OWNER(S):
ROSALIA WEINKETZ
59 S, HALE # 401 BLDG NO. 1
Property Address: PALATINE, IL. 60067 - 6268 Palatine, Illinois
Rosalia Wain set

MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

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OWNER	(S):
Su	ella C. Lorearo
59	5 Spile. #108
Property	Address:
···	Palatine, Illinois
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MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

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Regarding the proposed Amendment to the Declaration of the Miramonte Pointe Condominiums Building No. 1 Association, specifically regarding the leasing of units policy:
PAGREE THE AMENDMENT SHOULD BE PASSED.
DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
OWNER(S):
Laverne H. Ware
Property Address: 59 S. Hale Street Unit 107 Palatine, Illinois

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MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

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—-A	- Du P-t-
1/00	seph M. Castro Sr.
Property	Address: 59 So. Hale #106 Talatine, De
	Address: 59 So. Hale #106 Jalatine, VII. Palatine, Illinois 6006
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MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

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Regarding the proposed Amendment to the Declaration of the Miramonte Pointe Condominiums Building No. 1 Association, specifically regarding the leasing of units policy:

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	I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
OWNER	(S): Address: 59 S. Afale St. 4/03 Palatine, Illinois
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MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

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Regarding the proposed Amendment to the Declaration of the Miramonte Pointe Condominiums Building No. 1 Association, specifically regarding the leasing of units policy:
LAGREE THE AMENDMENT SHOULD BE PASSED.
DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
OWNER(S): Kseria Dumancyuk
Property Address: 59 S. Hale #205 Valotine, D. 60067 Palatine, Illinois

MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

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ΙX)	JACREE THE AMENDMENT SHOULD BE PASSED.
	I DO NOT A SREE THE AMENDMENT SHOULD BE PASSED.
OWNER	(S):
Jose	ph et Anna Czinezcek
Property	Address: <u>59 S Hale Unite 102</u> Palatine, Illinois
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MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

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Property	Address:	59 So Hala Palatine, Illinois	Unit 104 Pas	Latenes 60067
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MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

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INCREE THE AMENDMENT SHOULD BE PASSED.
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DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
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OWNER(S):
The Livery T
KUR+ BREVER
Property Address: 51 5 HOLE THOLE Palatine, Illinois
Co.

MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

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$\overline{\lambda}$	INCREE THE AMENDMENT SHOULD BE PASSED.
	I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
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MI	chael C. Tuller
Si	nanne & Fella)

policy:

Property Address:

MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

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INGREE THE AMENDMENT SHOULD BE PASSED.
90
☐ I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
OWNER(S):
Aslan Sarita
Mary Lanta
Property Address: 59 So. Hale Street, Unit 302
Palatine, Illinois 60067-6267

MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

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LAGREE THE AMENDMENT SHOULD BE PASSED.
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I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
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are in the second
Address: 59 S. Hage # 203
Palatine, Illinois
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AGREE THE AMENDMENT SHOULD BE PASSED.
DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
Ox
OWNER(S):
Fredw. Cherkon
Getty Theutos jon Fire
Property Address: 109-595 MBCO-Palatine, Illinois
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MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

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Condominium policy:	ms Building No. 1 Association, specifically regarding the leasing of units
J.A.	GREE THE AMENDMENT SHOULD BE PASSED.
I De	O NOT AGREE THE AMENDMENT SHOULD BE PASSED.
OWNER(S):	
- Mille	C. VIllet 4
Property Add	Iress: 69 S. HALE ST. #464 Palatine, Illinois
	T'S OFFICE

MIRAMONTE POINTE CONDOMINIUMS BUILDING NO. 1 ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration of the Miramonte Pointe Condominiums Building No. 1 Association, specifically regarding the leasing of units policy:
JAGREE THE AMENDMENT SHOULD BE PASSED.
DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.
OWNER(S):
GAIL ELLIOTT OF
JAJ ELLIOTT OG
Property Address: 59 5. Have #201 Palatine, Illinois