

The Dana Point Condominium Association

BOARD OF DIRECTORS MEETING

**THURSDAY, NOVEMBER 21, 2013 AT 7:00 P.M.
1515 E. CENTRAL RD – SOCIAL ROOM**

AGENDA

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. APPROVAL OF MINUTES**
 - a) October 31, 2013
- IV. TREASURER'S REPORT**
- V. COMMITTEE REPORT (If Necessary)**
- VI. RECESS TO OWNER OPEN FORUM**
- VII. MANAGEMENT REPORT**
- VIII. OLD BUSINESS**
- IX. NEW BUSINESS**
 - a) Reserve Study
 - b) HVAC Maintenance
 - c) 22.1 Disclosure
 - d) Com Ed Energy Audit
- X. EXECUTIVE SESSION (If Necessary)**
- XI. ADJOURNMENT**

DANA POINT CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS MEETING
OCTOBER 31, 2013
MINUTES

I. BUDGET OPEN FORUM – There were 11 homeowners present.

II. MEETING OPEN FORUM

III. CALL TO ORDER: The Board of Directors Meeting was called to order by Angie Simic, President, at 7:30 p.m.

IV. ROLL CALL – DECLARATION OF QUORUM:

Present: Angie Simic; Janet Nuccio; Raymond Jagodzinski; Carol Guydan;
Ross George; Jean Dimpfl; Janis Pinkerton

Absent: Marilyn Courter; Scott Koch; George Pierce; Paul Johnson

Also present: Lisette Ray, Property Manager, Lieberman Management Services
Sharon Bohlmann, Assistant Property Manager, Lieberman Management Services

V. APPROVAL OF MINUTES

A. September 26, 2013

MOTION: A motion was made by JANET NUCCIO and seconded by CAROL GUYDAN to adopt the minutes of the September 26, 2013 meeting.

7 YES 0 NO MOTION CARRIED

VI. TREASURER'S REPORT:

Treasurer, Raymond Jagodzinski, gave the following report:

TOTAL ASSETS: \$ 573,000

TOTAL LIABILITIES: \$ 188,000

TOTAL RESERVES: \$ 385,000

The Association maintains a \$600,000 Line of Credit with Mount Prospect State Bank. Current balance is -0-.

DANA POINT CONDOMINIUM ASSOCIATION
BOARD OF DIRECTORS MEETING
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VII. COMMITTEE REPORT – items contained under Old and New Business

VIII. MANAGEMENT REPORT – items contained under Old and New Business

IX. OLD BUSINESS

a) **2014 BUDGET ADOPTION**

I, RAYMOND JAGODZINSKI, move to adopt the 2014 Budget and authorize the release of the 2014 coupon books to the owners. **SECONDED: ROSS GEORGE**

6 YES 1 NO

MOTION CARRIED

The NO vote was cast by Jean Dimpfl.

b) **EXTENSION TO LINE OF CREDIT**

I, RAYMOND JAGODZINSKI, move to adopt the resolutions as outlined on the Corporate Resolution to Borrow/Grant Collateral and Change in Terms for the extension of the draw period on the line of credit in the amount of \$600,000 with Glenview State Bank to convert on November 1, 2014. **SECONDED: JANET NUCCIO**

6 YES 0 NO 1 ABSTENTION **MOTION CARRIED**

The ABSTENTION vote was cast by Jean Dimpfl.

c) **CONCRETE HEADER ENGINEER**

I, CAROL GUYDAN, move to cancel the contract with J Hershey for the engineering services to repair the garage headers and obtain new bids for this service. **SECONDED: JANIS PINKERTON**

7 YES 0 NO **MOTION CARRIED**

DANA POINT CONDOMINIUM ASSOCIATION
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X. NEW BUSINESS

a) EXTERMINATION SERVICES

I, JANET NUCCIO, move to accept the proposal from Aerex Pest Control for the exterior barrier treatments on all buildings with bee and wasp control at the clubhouse in the amount of \$1,790 for 2014. SECONDED: CAROL GUYDAN

7 YES 0 NO MOTION CARRIED

I, ANGIE SIMIC, move to accept the proposal from Aerex Pest Control for the monthly extermination and rodent control services of the common areas in the amount of \$165.00 per month or \$1,980.00 per year. SECONDED: JANIS PINKERTON

7 YES 0 NO MOTION CARRIED

b) POOL MAINTENANCE

I, ANGIE SIMIC, move to accept the proposal from Pool Side, Inc., for the pool maintenance and one lifeguard in the amount of \$23,500 per year for the 2014 and 2015 pool seasons, which includes the hours utilized in the 2013 pool season, upon acceptance of the attorney's addendum by Pool Side, Inc. SECONDED: ROSS GEORGE

7 YES 0 NO MOTION CARRIED

c) JANITORIAL SERVICES

I, ROSS GEORGE, move to accept the proposal from DJR Cleaning for the cleaning and janitorial services on all buildings and common areas in the amount of \$83,940 per year for a two year term. SECONDED: JANIS PINKERTON

7 YES 0 NO MOTION CARRIED

d) CARPET CLEANING

I, ROSS GEORGE, move to approve the proposal for DJR Cleaning for the bi-annual common area carpet cleaning in the amount of \$9,000 per year for a two year term. SECONDED: RAY JAGODZINSKI

7 YES 0 NO MOTION CARRIED

DANA POINT CONDOMINIUM ASSOCIATION
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e) **TENNIS COURT LINES**

I, JANET NUCCIO, move to approve the proposal from Supreme Sports for the repainting of the tennis court lines in the amount of \$1,250.00.

SECONDED: RAY JAGODZINSKI

7 YES 0 NO MOTION CARRIED

f) **IRS REVENUE RULING**

I, ROSS GEORGE, move to adopt the Resolution for Revenue Ruling 70-604 as presented by Mark Cantey Associates. SECONDED: CAROL GUYDAN

7 YES 0 NO MOTION CARRIED

g) **1615 ASPHALT REPAIR**

I, ANGIE SIMIC, move to approve the proposal from Dubois Paving in the amount of \$3,079.20 for the asphalt repair in the 1615 North Lot. SECONDED: ROSS GEORGE

7 YES 0 NO MOTION CARRIED

*THE MEETING WAS ADJOURNED AT 7:50 p.m. FOR EXECUTIVE SESSION
X. EXECUTIVE SESSION (meeting reopened at 8:50 p.m.)*

VIOLATIONS:

MOTION: I, RAY JAGODZINSKI, move to ratify the decisions regarding the violations and homeowner requests pursuant to the attached list. SECONDED: ROSS GEORGE

7 YES 0 NO MOTION CARRIED

XI. ADJOURNMENT:

A motion was made by RAY JAGODZINSKI, and seconded by, ROSS GEORGE, and unanimously carried to adjourn the meeting. The meeting was adjourned at 8:55 p.m.

Respectfully submitted,

JANET NUCCIO
Secretary, Dana Point Condominium Board of Directors

October 31, 2013 - Board of Directors Meeting

Please note, an accounting code is used and not the unit address when listed for a violation determination below.

Executive Session Determinations

A401 – No fine for corrected storage violation
A121 – No fine for corrected storage violation
A411 – No fine for corrected storage violation
A308 – \$50 fine for fluid leak if no inspection is scheduled
A209 – \$50 fine if items not removed in 10 days
A215 – No fine for corrected fluid leak
A420 – No fine for corrected fluid leak
A406 – No fine for corrected fluid leak
A419 – No fine for corrected fluid leak
A408 – No Fine for corrected fluid leak
A117 – No fine for corrected fluid leak
A118 – No fine for corrected fluid leak
A120 – \$50 fine for fluid leak if not corrected in 10 days
A414 – No fine, carpet removed from hall
A103 – \$50 fine for fluid leak if not cleaned in 10 days
C421 – \$50 fine for banging storage door
A206 – \$50 fine for banging storage door
E303 – \$100 fine if additional complaint received
B221 – No fine for kick plate, grandfathered
B208 – No fine for kick plate, grandfathered
B201 – No fine for kick plate, grandfathered
B215 – No fine for kick plate, grandfathered
D456 – \$100 fine for improper trash disposal
F306 – No fine for corrected seasonal decoration
F314 – \$50 fine if waiver for dish not received
F217 – No violation found

The Board has issued the following determinations to homeowner requests:

- F403 – Approval of insurance fine waiver
- A105 – Approval of payment plan
- A407 – Approval of nuisance violation fine
- A408 – Decline late fee waiver
- C402 – Approval of insurance fine waiver

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Bid Review Committee Report

November 7, 2013

Committee attendance: George, Janet, Janis, Ray, Ross & Scott.

#1 Reserve Study

The committee requests Management check the references for Full Circle Architects to get their opinion on service for the money.

The committee really wants to get a new engineering firm to help with projects and would like to have more information on Full Circle Architect for consideration of these this service separate from the reserve study.

Committee favored Reserve Advisors but will wait to obtain reference check results.

#2 HVAC Maintenance

The Committee recommends the proposal from Command Service, Inc. for the 2014 HVAC maintenance.

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The Dana Point Condominium Association

MANAGEMENT REPORT

THURSDAY, NOVEMBER 21, 2013 AT 7:00 P.M.

OLD BUSINESS

NEW BUSINESS

Reserve Study

Pages 10 - 21

Action Required - Please find for Board review and approval, the 2 remaining proposals for an updated reserve study to be completed in the spring. The Board interviewed representatives from both companies and had a short Q&A session. All references were checked for Full Circle and Reserve Advisors to help distinguish the level of service achieved since the prices vary greatly.

<u>Vendor</u>	<u>Amount 2014</u>
Full Circle Architects	\$30,000
Reserve Advisors	\$7,950

Amount Budgeted: \$ 6,000 budgeted for Reserve Study in Reserves for 2014

Motion #1: I move to accept the proposal from Reserve Advisors for the updated reserve study for all Dana Point common elements with financial analysis in the amount of \$7,950.

HVAC Maintenance

Pages 22 - 24

Action Required - Please find enclosed for Board review and approval, the following proposals for the HVAC maintenance on all common area units. Optional 4 times a year service is available to add a summer and winter service in addition to the spring and fall start-ups.

<u>Vendor</u>	<u>Amount Bid (2 visits)</u>	
Brex Heating and Air	\$5,850	
Command Service, Inc.	\$3,450	
Riverside Mechanical	\$3,396	With coil cleaning \$5,284

Amount Budgeted: \$10,000 budgeted for HVAC maintenance for 2014

Motion #1: I move to accept the proposal from Command Service for the 2014 HVAC maintenance of all common area units in the amount of \$3,450.

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22.1 Disclosure**Pages 25 - 29**

Action Required - Please find for Board review and approval, the newly updated 22.1 disclosure for all unit sales. In an effort to provide better customer service to our clients, LMS is implementing a new online service to obtain common closing documents in a faster and more efficient manner. By using the Condo Certs program, requestors will be able to order and receive documents in minutes instead of days. In order to facilitate this transition, the Board must approve the information for the 22.1 disclosure in italic font on a regular basis to ensure accurate information is being provided.

Motion #1: I move to approve the 22.1 disclosure with all information contained in the template to be used for distribution.

Com Ed Energy Audit**Pages 30 - 40**

For the purpose of discussion, please find for Board review the Com Ed energy audit report containing recommendations for improvements that may reduce the electricity consumption of the Association. Based on the proposed projects listed, it recommended at this time to obtain pricing for the replacement of all exit signs to LED fixtures, and upgrading any lighting that has a payback period of one year or less for 2014. Those upgrades are mainly smaller cost projects that have a large rebate or a fast rate of return in energy savings. Since a permit will be required to install emergency lighting for the remaining items on the Fire Department requirements, it will be easier to obtain one permit for all electric projects at one time.

STANDARD BUSINESS**Financial Report**

The Financial Statements for October 2013 have been emailed/distributed under separate cover for the Board's review.

Customer Service Report

The Information Request and Work Order Report for October 2013 have been emailed/distributed under separate cover for the Board's review.

EXECUTIVE SESSION**Delinquency Report****Pages 41 - 42**

Please find for Board review, the Delinquency Report dated October 31, 2013. All accounts that are 60 days or more delinquent are turned over to the attorney for collection activity.

Legal Report**Pages 43 - 67**

Enclosed for the Board's review, please find the Collection Status Report from the Association's attorney dated, November 17, 2013. All accounts have been reviewed and reconciled with LMS records.



Please also find enclosed the following correspondence regarding legal issues by date:

- 1615 #221 – 30 Day Demand
- 1415 #109 – 30 Day Demand
- 1405 #415 – 30 Day Demand
- 1415 #301 – Attorney Response
- 1405 #120 – Balance Due Letter (November)
- 1405 #314 – Balance Due Letter (November)
- 1415 #103 – Balance Due Letter (November)
- 1415 #403 – Balance Due Letter (November)
- 1505 #212 – Balance Due Letter (November)
- 1605 #112 – Balance Due Letter (November)
- 1605 #403 – Balance Due Letter (November)

Homeowner Violations

Pages 68 - 84

Action Required - Please find enclosed for Board review, the following violation summary detailing all violation letters sent and responses received for determination.

Homeowner Requests/Responses

Pages 85 - 91

Action Required – Enclosed for the Board's review and advisement, please find the following disputes/requests from homeowners:

- 1515 #454 – Payment Plan for Delinquent Assessments
- 1605 #413 – Vehicle Request
- 1405 #112 – Incident Report
- 1515 #117 – Proposed Rent Payment Plan
- 1615 #209 – Holiday Light Request (ratification of email vote)

Employee Matters

Page 92

Action Required – Please find for Board review the anticipated holiday schedule for the upcoming holiday season. Please advise what the approved association employee holiday schedule will be for the remainder of the year. Holiday bonuses will be provided to the maintenance men only at the on-site staff lunch on Friday, December 20, 2013.

Annual Election Meeting

Page 93

For the purpose of discussion, please find attached a rough outline of the upcoming January meeting election timeline to be held January 24, 2013 at 7PM.

Respectfully Submitted,

LIEBERMAN MANAGEMENT SERVICES, as agent

Lisette Ray
Property Manager



85 Revere Drive
Suite B
Northbrook, Illinois 60062
Tel: 847.564.0884
Fax: 847.564.3880

October 8, 2013

The Dana Point Condominiums

1519 E. Central Rd., Arlington Heights, IL 60005
c/o Ms. Lisette Ray (Property Manager)
Management Office
1519 E. Central Rd., Arlington Heights, IL 60005
T: 847-228-5176, F: 847-228-5190
E: Lisette.Ray@LMSnet.com

RE: **Reserve Study**

Dear Ms. Ray and Association Board,

We appreciate this opportunity to submit a proposal for a Reserve Study. Our Reserve Study is completed in two phases; the Existing Conditions Evaluation (general architectural and engineering review) and Expense/Funding Analysis (20-year capital improvement funding plan). Full Circle Architects (FCA) has developed an excellent reputation for providing some of the most comprehensive and useful Reserve Studies in the industry. Our attention to detail and exemplary service have made us a favorite with some of the more discriminating associations and management companies throughout the Chicagoland area. Most of our referrals come from repeat clients, management companies, and attorneys that appreciate the quality of our work.

FCA provides initial inspections by highly qualified personnel. On your project, a Principal of the firm will provide most of the inspections, drawing on his many years of experience in architecture, engineering, construction, real estate, and condominium related issues. The Principal may be assisted by an experienced Project Manager.

FCA provides cost estimates for future projects that are realistic. Rather than relying solely on published data for pricing, we bring in qualified local contractors (at no additional cost to the Client) to assist in estimating the upcoming major projects. Access to the construction area, scale of the project, and scheduling of related projects are all thoughtfully addressed in developing our cost figures. We knowledgeably combine related improvements and assist the Association with cost effective planning.

FCA provides Reserve Study data in an easy to use format. The content and presentation have been developed with the assistance of reputable accounting firms. Based on our extensive experience in developing these Reserve Studies, we will recommend a

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contribution path or plan. The initial plan may be accepted or we will work with the Board to develop a modified plan which would better suit their individual needs.

As experts in the field, FCA provides valuable guidance to clients as well as the community. We have written many articles for print publications and have been on television and radio, and regularly provide lectures and seminars on condominium related topics. One of our most requested subjects is for information about sustainable building issues. With a staff that has accredited LEED-AP operating from our "green" office, we continue to advocate for the benefits of sustainable buildings on our client's behalf. Providing healthier and more energy efficient options to raise the quality of our clients' properties. FCA truly "walks the walk" on environmental issues as we provide additional value to our clients as well as to the community at large.

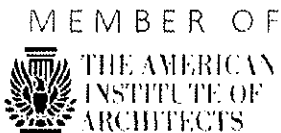
Because Reserve Studies require knowledge of varied disciplines (architecture, engineering, interior design, real estate, financial matters, etc.); we believe FCA has the appropriate background for your project. Our architectural firm's extensive experience and well-rounded approach provides optimal value for a Reserve Study. As proof, many of our Reserve Study clients come back for updates, citing that our existing conditions data is accurate, our estimates are appropriate, and our recommended contribution paths are realistic.

We will gladly meet with the Board for an interview. An interview will allow us to highlight the differences between our firm and others as well as give the Board an opportunity to meet and ask any questions of the professional providing the inspections and estimating. We hope that the Association will see the many benefits of retaining Full Circle Architects for this project. A copy of our agreement, references, and outline of available services has been provided for your review. Please contact us if you have any questions regarding our compensation or the extent of our services.

Respectfully,

Daniel Baigelman

Daniel Baigelman, AIA
Full Circle Architects, LLC





85 Revere Drive
Suite B
Northbrook, Illinois 60062
TEL: 847.564.0884
FAX: 847.564.3880

AGREEMENT FOR LIMITED PROFESSIONAL SERVICES

Client: The Dana Point Condominiums
1519 E. Central Rd., Arlington Heights, IL 60005
c/o Ms. Lisette Ray (Property Manager)
Management Office
1519 E. Central Rd., Arlington Heights, IL 60005
T: 847-228-5176, F: 847-228-5190
E: Lisette Ray (LRay@LMSnet.com)

Date: October 8, 2013

Project Name / Location: Reserve Study
1519 E. Central Rd., Arlington Heights, IL 60005

Scope of Services: Full Circle Architects, LLC (Architect) shall provide a Reserve Study in two phases: Existing Conditions Evaluation (general architectural and engineering review) and Expense/Funding Analysis (20-year capital improvement funding plan). The Dana Point property has five buildings with 504 residential units. See the attached detailed Scope of Work.

Compensation: Architect's basic services compensation shall be the following fixed fees:
Phase I: Existing Conditions Evaluation (general architectural and engineering review)
\$15,000 (\$3,000/Building)
Phase II: Expense/Funding Analysis (20 year capital improvement funding plan)
\$15,000 (\$3,000/Building)

Retainer: A Two Thousand Five Hundred Dollar (\$2,500.00) retainer shall be provided upon acceptance of the agreement; the retainer shall be credited to the final invoice.

(The Terms and Conditions of this form, as well as on any attachments, are a part of this Agreement.)

Full Circle Architects, LLC

Accepted By:

Daniel Baigelman

Signature

Signature

Daniel Baigelman, Manager
Printed Name/Title

Printed Name/Title

10/8/13

Date

Date

Reserve Study - Agreement

Page 1.

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SCOPE OF WORK

EXISTING CONDITIONS EVALUATION

(General architectural and engineering review.)

- A. General Property Evaluation:
 - 1. Review common interior construction.
 - 2. Review common site and exterior construction.
 - 3. Review limited common area construction (balconies, patios, etc.) accessed through the Units. *
- B. Mechanical, Electrical, and Plumbing Systems (MEP) Evaluation:**
A general review of MEP construction in common areas will be provided.
- C. Elevator Systems Evaluation:**
A general review of elevator related construction in common areas will be provided.
- D. Review Association and Management Files:
Review documents; focus on patterns of complaints, replacements and repairs.
- E. Report: Provide a written report noting any significant main component defects and locations.
- F. Board Meeting: The Architect shall attend a Board meeting to discuss the Existing Conditions Evaluation findings and answer any questions.

EXPENSE/FUNDING ANALYSIS

(20-year capital improvement funding plan.)

- A. Research: Interview service providers/contractors/consultants providing maintenance and services on the equipment and property; obtain recommended repair/replace schedules and associated cost estimates. Solicit preliminary cost estimates from specialized contractors for upcoming larger projects.
- B. Estimating: Provide general estimating services for the repair and/or replacement of typical main property components.
- C. Develop Reserve Study Report: Review current property and management financial reports, consult with the Association Treasurer and/or Finance Committee; provide a "Useful Life and Replacement Schedule" and "Annual Expense Schedule" for the next 20 years.
- C. Board Meeting: The Architect shall attend a Board meeting to discuss the Reserve Study amounts, contribution path, and answer any questions. The Architect's basic services include one round of revisions.

* We will review 3-4 Units (in each building) during our standard site visits. FCA will notify the Association's representative 48 hours prior to visiting the site to schedule access.

** In order to evaluate the conditions and develop a repair program, we will interview the Maintenance Personnel and Service Contractors providing maintenance on the equipment and property. If required (to address specific problems), we can provide a more detailed analysis by a specialized engineering consultant(s) as an Additional Service.

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Scope of Work Notes:

1. The Association will make available to FCA; a complete set of construction documents (drawings and specifications), declaration of condominium documents (with legible surveys), maintenance records, and current expense reports for review. If a complete set of construction documents (including civil drawings) is not available, FCA shall provide selective surveying as an Additional Service
2. FCA will provide limited on-site inspections of the common areas, including main building components. These inspections will include a sufficient number of areas to enable the Architect, in his professional judgment, to prepare the Reserve Study.
3. The MEP systems for the individual Units and any commercial spaces are not included in the Reserve Study but, the MEP systems of the common areas are included.
4. In-depth analysis, investigative demolition and testing of building systems and materials will not be a part of the Work.
5. FCA will not enter any private living quarters unless accompanied by the Unit Owner, Unit Owner's representative and/or Management.
6. Opinions and cost figures represented in the Reserve Study will be offered as a tool to help the Association's management and accountants prepare a reasonable reserve fund specifically set aside for the eventual repair or replacement of the surveyed building components and systems. All costs and estimates are allowances for general budgeting purposes. Recommendations on capital reserves shall be based on 2014 dollars and will cover normal replacement costs of the building components and systems.
7. All cost estimates in the report will be based on 2014 prices and will not be adjusted for future interest rates or inflation. The Architect recommends that interest earned on reserves be credited to the reserve account, and that annual contributions be increased by the previous year's inflation rate. This process will keep contributions and balances in line with real inflation while avoiding the potential inaccuracy of long term financial projections.
8. FCA opinions and comments will not be construed to warrant or guarantee the building structure, its components, systems, or associated land use.
9. Architectural services for the repair and/or replacement of existing construction will be available under separate contract.

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Terms and Conditions

1. **Additional Services and Reimbursables.** Additional Services shall be billed at the following hourly rates: Principal(s) - \$175 per hour (\$350 per hour for work on a scaffold or lift); Project Architect/Manager(s) - \$125 per hour (\$250 per hour for work on a scaffold or lift); Draftsmen/Travel/Clerical - \$95 per hour. Expert Witness and legal related assistance shall be billed at \$350 per hour. Architect reserves the right to implement the services of any staff member as deemed appropriate to satisfy the objectives of the Project. Client shall reimburse Architect as Reimbursable Expenses for all actual out-of-pocket expenses incurred by Architect in performing its services, including but not limited to special renderings, long distance communication, parking, mileage, postage or messenger service, expense of reproduction of drawings and specifications or other documents for Client's use, Client requested reproduction, computer generated reproduction and photographic reproduction. Reimbursable Expenses shall be billed at 110% of the Architect's actual out-of-pocket costs. If required, specialized engineering consulting services (structural, mechanical, etc.) shall be billed as an Additional Service at 110% of the consultant's standard hourly rates. Client may request or it may become necessary for Architect to perform Additional Services in order to further the objectives of the project, and such charges shall be paid by Client above and beyond any charges for Basic Services set forth in the Proposal. Whenever reasonably possible, Architect will notify Client in advance of Architect's intention to perform the particular Additional Service, and Client's failure to instruct Architect not to perform the Additional Service shall be considered Client's acquiescence to the performance of the Additional Service and agreement to pay for it. Notwithstanding any other description of Basic or Additional Services, any services which Client requests Architect to perform after final payment has been made to the contractor(s) or more than thirty (30) days after the project has been certified to be substantially complete shall be considered Additional Services. Any modifications or changes requested by Client inconsistent with Client's prior approval(s) shall be considered Additional Services. Architect shall be entitled to rely on the accuracy of any drawings or other information supplied to it by Client, its employees, representatives or other consultants, and any services necessitated because of an error or omission in any drawing or other information supplied by Client, its employees, representatives or other consultants shall be an Additional Service.
2. **Time of Performance.** Architect will use its best efforts to perform its services with reasonable professional promptness and in accordance with any deadlines or schedules mutually established and agreed to. If Architect is delayed, hindered or prevented from performing its services for any reason beyond Architect's control, including but not limited to war, riots or insurrections; strikes, lockouts or other labor troubles; flood, fire, storm or other natural disaster; death or illness; power or computer failures; or any act or omission of Client, vendors or other third parties; Architect shall be granted an extension of time equivalent to the period of delay in which to complete Architect's services.
3. **Pricing Estimates.** Neither Architect nor Client has any control over the future costs of labor, materials, equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, Architect cannot and does not warrant or represent Reserve Study budget amounts, bids or prices will not vary from actual future repair or replacement costs.
4. **Hidden Conditions.** Client acknowledges that there may be hidden conditions that are concealed by existing finishes or not susceptible to reasonable visual observation. If such a hidden condition requires a change in the design or construction work, the costs of such a change are solely Client's, and Architect shall have no responsibility for any resulting costs or damages. Architect's services include the design of repairs based on a cursory review of observable existing conditions of the building, but without destructive testing; Client acknowledges that Architect is working from imperfect information and does not warrant that he will have seen and designed repairs for every defective condition.
5. **Invoicing and Payment.** Invoices shall be submitted monthly for services completed as well as reimbursable expenses and are due upon receipt. Invoices for each Phase of services must be paid in full prior to the Architect proceeding with the next Phase. Simple interest will accrue at the rate of 1.5% per month (18% annually) on any balances unpaid for more than 30 days, and Client shall reimburse Architect for all costs of collection, including reasonable attorney's fees, on invoices unpaid for 30 days or more. Architect may suspend or terminate this agreement in the event that any balances remain unpaid more than 60 days after Client's receipt of invoice. Within 14 days of receipt of Architect's invoice, Client shall examine the invoice in detail to satisfy himself as to its accuracy and completeness and shall raise any questions or objections which he may have regarding the invoice within this 14 days period. After 14 days from receipt of Architect's invoice, Client waives any questions or objection to the invoice not previously raised. In the event that Client fails to make payment when it is due, or if Client and Architect disagree as to whether Client has improperly failed to make a payment, Architect shall be entitled to suspend performing services until either the dispute has been resolved or else Client places a sum equal to the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any settlement agreement, arbitration award or court judgment entered resolving the dispute. Any retainer shall be credited to the final payment(s) owed.
6. **Claims.** Client and Architect each agrees to waive any and all claims for consequential damages against the other. Client acknowledges that Architect is a corporation and agrees to make any claim arising out of or relating to the project against Architect only, and not against any of Architect's directors, officers, employees or agents. In recognition of the relative risks, rewards and benefits of the project to both Client and Architect, the parties have agreed to allocate such risks so that Architect's total liability to Client for any and all injuries, claims, losses, expenses or damages arising out of this agreement, whether sounding in negligence, contract, warranty or strict liability, from any cause or causes, shall not exceed \$10,000 or the sum of the

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fees for professional services paid to Architect for a specific project or related to a specific Unit, whichever is greater. In the event that a component of any claim against Architect includes increased costs of construction or failure to require a particular repair, Architect shall not be liable for any "betterment" or "enhancement" costs for which Client would ultimately have been responsible.

If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions by their appointed representatives. If settlement does not result, principals of both the Owner and Architect shall meet in person to endeavor to settle the dispute. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to arbitration. Once one party files a request for mediation with the other contracting party and with the American Arbitration Association, the parties agree to conclude such mediation within sixty (60) days of filing of the request. Any controversy or claim arising out of or relating to this Agreement or its breach not resolved by mediation, except for claims which have been waived by the making or acceptance of Final Payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. The arbitration award shall be final, and Judgment upon it may be confirmed in any court having jurisdiction. The parties agree that all parties necessary to resolve a claim shall be parties to the same arbitration proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the consolidation of arbitrations.

7. **Termination.** Either party may terminate this agreement upon at least ten (10) days' advance written notice to other. In the event that Client terminates the agreement without fault of Architect, Client shall compensate Architect for all services provided and reimbursable expenses incurred to the date on which Architect received the notice of termination plus any expenses, lost profits and unabsorbed overhead incurred by Architect due to premature termination of the project. In the event that the Architect is required to participate in or respond to any legal process relating to the Project to which the Architect is not a party, the Client shall reimburse the Architect for all costs expended and time incurred as a consequence at the Architect's normal hourly rate for Additional Services, this provision shall survive termination of this Agreement and completion of the Project.

8. **Insurance.** Architect shall keep and maintain its current insurance policies, including professional liability, commercial general liability, automobile liability and workers' compensation insurance, for the duration of the project. Certificates evidencing such coverage are available upon request. If client desires additional insurance, Architect shall use its best efforts to obtain the additional insurance, but Client shall reimburse Architect for any additional premium or other related costs that Architect thereby incurs. Client shall ensure that the construction contractor(s) (i) name Architect as an additional insured on their general liability insurance policies, and (ii) agree to indemnify Client and Architect against construction defects or problems in language reasonably satisfactory to both Client and Architect.

9. **Miscellaneous.** To the extent within Client's control, Architect shall have the right to take photographs and make other reasonable promotional use of the project, and Architect shall be given appropriate credit on all construction signs or other promotional materials concerning the project. Client may accept Architect's Proposal either by signature, oral assent, authorizing Architect to commence providing services or making any payments to Architect in consideration of services, and any of the above modes of acceptance shall be deemed to incorporate these Business Terms into the contract between the parties thereby formed. This agreement shall be governed by the laws of the state of Illinois.

10. **Indemnity for Deviations.** The Client may choose to disregard the advice of the Architect or may otherwise choose to deviate from the recommendations prepared by the Architect. Accordingly, Client hereby agrees to indemnify and hold harmless the Architect, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance of (or failure to perform) any aspect of construction of the Project, where the Client has knowingly authorized or permitted a deviation from any document prepared by Architect which, over Architect's objection, has not been corrected or where the Client has elected not to follow any written recommendation of the Architect. In the event that Architect or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and costs incurred by the indemnified party in bringing this action.



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**RESERVE
ADVISORS**

Long term thinking. Everyday commitment.

Serving

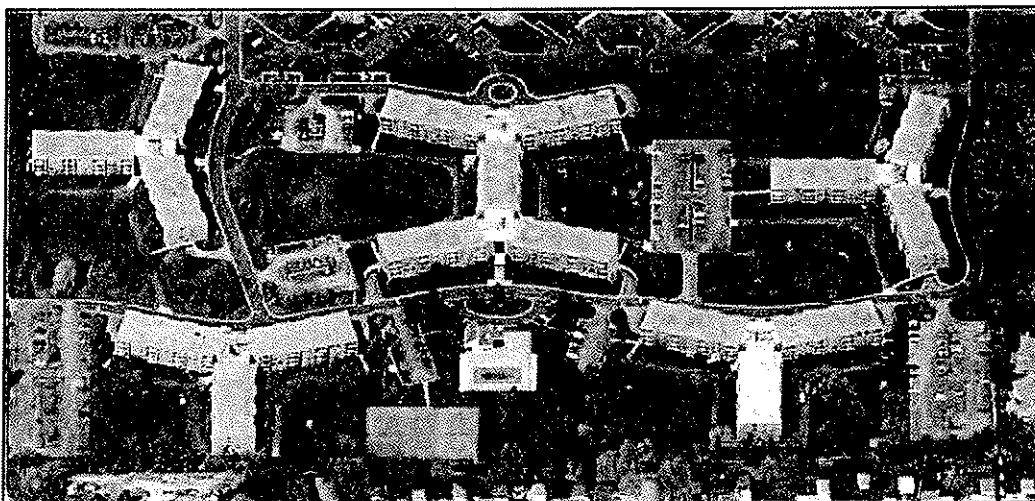
Clients in

Algonquin
Arlington Hts
Aurora
Barrington
 Bensenville
Bolingbrook
Buffalo Grove
Carol Stream
Chicago
Darien
Dearborn Park
Deer Park
Des Plaines
Downers Grove
Elgin
Elk Grove
Elmwood Park
Evanston
Forest Park
Fox Lake
Glen Ellyn
Glenview
Grayslake
Gurnee
Highland Park
Hoffman Estates
Joliet
Lincolnshire
Lincolnwood
Mt. Prospect
Naperville
Northbrook
Oak Brook
Oak Lawn
Palatine
Palos Hills
Schaumburg
Skokie
Streamwood
Villa Park
Waukegan
Westmont
Wheaton
Wheeling
Wilmette
**and many
more...**

Precision 20/20

Full Reserve Study Proposal

Dana Point Condominium Association



Arlington Heights, Illinois
Ref. No. 040629, October 4, 2013

APRA

Association of Professional Reserve Analysts

MEMBER OF
community
ANALYST ASSOCIATION

(800) 221-9882

www.reserveadvisors.com

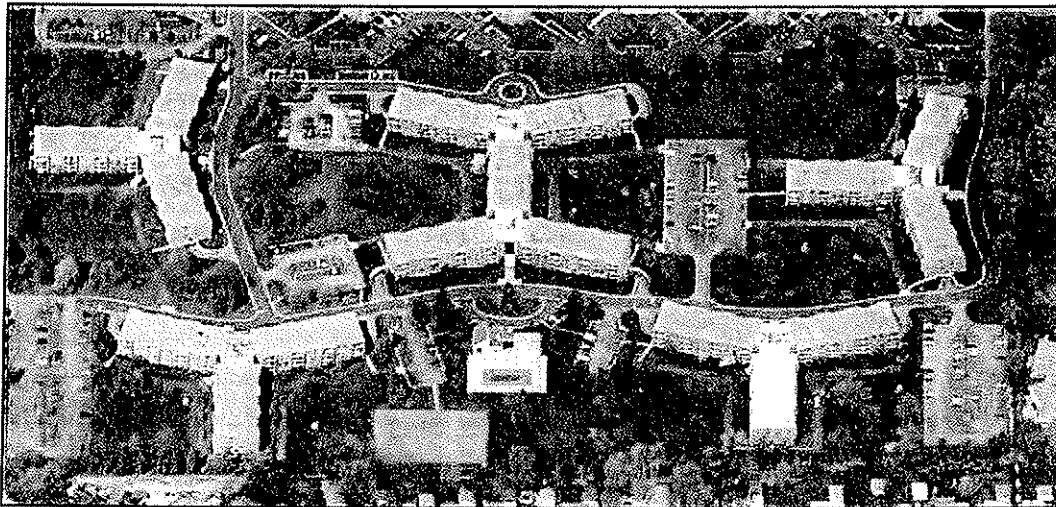
Fax: (414) 272-3663

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Dana Point Condominium Association comprises 504 units within 5 buildings in Arlington Heights. The specific property to be included in your Precision 20/20 Reserve Study includes:

- Flat Roofs
- Exterior Wall Finishes
- Lobbies & Hallways including Paint Finishes, Wall Coverings, Floor Coverings, etc.
- Plumbing & Mechanical Systems
- Patios
- Balconies
- Fitness Room
- Six (6) Party/Social Rooms
- Twelve (12) Elevators
- Twelve (12) Underground Parking Garages
- Exterior Concrete (Walkways, Garage Ramp Drains, Headers, Garbage Pads, Pedestrian Bridges)
- Streets & Curbs
- Parking Areas
- Fences
- Landscaping
- Retaining Walls
- Pool including Fence, Deck, Mechanicals & Furniture
- Pool House
- Three (3) Tennis Courts
- Clubhouse including Building Basics, Furnishings, Appliances, etc.
- Internal & External Lighting
- Garbage Chutes
- Interior Stairwells
- Fire Lanes & Walkway Paths

Reference Dana Point Condominium Association Photograph:



Property to be included also includes other improvements to the property owned-in-common as defined in your Association's declaration and other property that you'd like us to include *(significant structural elements not listed above are subject to approval).



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CONFIRMATION OF SERVICES

I hereby authorize Reserve Advisors, Inc. to perform the following services for **Dana Point Condominium Association** in this proposal dated **October 4, 2013**, in accordance with the Professional Service Conditions herein. You'll receive your Reserve Study report within 4-6 weeks following our onsite inspection and timely receipt of any information necessary to complete the assignment. Prices guaranteed for 45 days.

Please initial to authorize the following services:

____ **Precision 20/20 Enhanced Mid-Rise Full Reserve Study** for a total investment of **\$7,950** which includes all expenses. This service includes:

- One (1) site meeting with Management and/or the Board on the first day of inspection
- One (1) on-site inspection conducted by one of our Mid-Rise Specialist Staff Engineers
- Reserve Advisors in-house team review for quality assurance, conducted with Mid-Rise specialist engineers who collectively have performed 1,000's of studies for Mid-Rise properties
- One (1) paper and One (1) PDF Report with exclusive Enhanced Solutions and Procedures (ESP) narrative
- One (1) 30 Year Funding Plan based on the Cash Flow Analysis Funding Method
- One (1) Final Report (only if necessary and at Board request)
- Unlimited Video/Skype and Telephone Conferences with board during and any time after completion

____ (Optional) **Proof-of-loss Replacement Cost Insurance Appraisal** for a fee of **\$2,500** done in conjunction with the Reserve Study, conducted by a certified appraiser who is a senior accredited member of the American Society of Appraisers (ASA).

____ **Additional Reserve Study Report color copies** are offered at \$75 each. Indicate quantity.

Please send signed confirmation page to:

Email: Nik@reserveadvisors.com or
Fax: 1-414-272-3663

Mail \$4,000 retainer to:
Reserve Advisors, Inc.
735 N. Water Street, Suite 175
Milwaukee, WI 53202

For: Dana Point Condominium Association

Authorized Signature: _____

Print Name: _____ Date: _____

Main Contact: _____

Title: _____

Management Co.: _____

Phone: _____

Email Address: _____

For: Reserve Advisors, Inc.

Signature:  _____

Nik Clark

Director of Client Services

Date: October 4, 2013

Ref. 040629

Payment Terms, Due Dates and Interest Charges – The retainer payment is due upon authorization and prior to inspection. The balance due is net 30 days from the report shipment date. Subsequent changes to the report can be made for up to six months from the initial report date. Any outstanding balance after 30 days of the final invoice date is subject to an interest charge of 1.5% per month. This agreement is subject to our Professional Service Conditions.

Our Services - Reserve Advisors, Inc. will perform its services as an independent contractor in accordance with our professional practice standards. Our compensation is not contingent upon our conclusions.

Our inspection and analysis of the subject property is limited to visual observations and is noninvasive. We will inspect sloped roofs from the ground. We will inspect flat roofs where safe access (stairs or ladder permanently attached to the structure) is available. The report is based upon a "snapshot in time" at the moment of our observation. Conditions can change between the time of inspection and the issuance of the report. Reserve Advisors does not investigate, nor assume any responsibility for any existence or impact of any hazardous materials, structural, latent or hidden defects which may or may not be present on or within the property. Our opinions of estimated costs and remaining useful lives are not a guarantee of the actual costs of replacement, a warranty of the common elements or other property elements, or a guarantee of remaining useful lives.

We assume, without independent verification, the accuracy of all data provided to us. You agree to indemnify and hold us harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, to which we may become subject in connection with this engagement, because of any false, misleading or incomplete information which we have relied upon as supplied by you or others under your direction, or which may result from any improper use or reliance on the report by you or third parties under your control or direction. Your obligation for indemnification and reimbursement shall extend to any controlling person of Reserve Advisors, Inc., including any director, officer, employee, affiliate, or agent. Liability of Reserve Advisors, Inc. and its employees, affiliates, and agents for errors and omissions, if any, in this work is limited to the amount of its compensation for the work performed in this engagement.

Report - Reserve Advisors, Inc. will complete the services in accordance with the Proposal. We will consider any additional information made available to us in the interest of promptly issuing a Final Report (if requested). However, the Report represents a valid opinion of our findings and recommendations and is deemed complete and final if no Final Report or changes are requested within six months of our inspection. We retain the right to withhold the Report or Final Report if payment for services is not rendered in a timely manner. All files, work papers or documents developed by us during the course of the engagement remains our property.

Your Obligations - You agree to provide us access to the subject property during our on-site visual inspection and tour. You will provide to us to the best of your ability and if reasonably available, historical and budgetary information, the governing documents, and other information that we request and deem necessary to complete our Study. You agree to pay our actual attorneys' fees and any other costs incurred in the event we have to initiate litigation to collect on any unpaid balance for our services.

Use of Our Report and Your Name - Use of our Report(s) is limited to only the purpose stated herein. Any use or reliance for any other purpose, by you or third parties, is invalid. Our Reserve Study Report in whole or part **is not and can not be used** as a design specification, design engineering services or an appraisal. You may show our report in its entirety to those third parties who need to review the information contained herein. The Client and other third parties viewing this report should not reference our name or our report, in whole or in part, in any document prepared and/or distributed to third parties without our written consent. **This report** contains intellectual property developed by Reserve Advisors, Inc. specific to this engagement and **can not be reproduced or distributed to those who conduct reserve studies without the written consent of Reserve Advisors, Inc.**

We reserve the right to include our client's name in our client lists, but we will maintain the confidentiality of all conversations, documents provided to us, and the contents of our reports, subject to legal or administrative process or proceedings. These conditions can only be modified by written documents executed by both parties.

Payment Terms, Due Dates, and Interest Charges - The retainer payment is due upon authorization and prior to inspection of the property. The balance due is net 30 days from the report shipment date. Subsequent changes to the report can be made for up to six months from the initial report date. Any outstanding balance after 30 days of the final invoice date is subject to an interest charge of 1.5% per month. Any litigation necessary to collect an unpaid balance shall be venued in Milwaukee County Circuit Court in the State of Wisconsin.

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**RESERVE
ADVISORS**

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October 4, 2013

Dana Point Condominium Association
c/o 1519 E. Central Road
Arlington Heights, IL 60005

**RETAINER INVOICE #
1341227R**

**Amount Due Now:
\$4,000.00**

PROPERTY:

**Dana Point Condominium Association
Arlington Heights, Illinois**

Invoice Date: October 4, 2013

Contract Number: 040629

RETAINER DUE: \$4,000.00

Terms: ***Retainer Due Upon Receipt of Authorized Contract and Prior to Inspection***

Mail \$4,000.00 retainer to:
Reserve Advisors, Inc.
735 N. Water Street, Suite 175
Milwaukee, WI 53202

OR

CONTACT US FOR
CREDIT CARD PAYMENT



Payment Terms, Due Dates and Interest Charges - The retainer payment is due upon authorization and prior to inspection of the property. The balance due is net 30 days from the report shipment date. Subsequent changes to the report can be made for up to six months from the initial report date. Any outstanding balance after 30 days of the final invoice date is subject to an interest charge of 1.5% per month. This agreement is subject to our Professional Service Conditions attached hereto on page 11.

(21)



HEATING AIR CONDITIONING INDOOR AIR QUALITY APPLIANCES

"Your Complete Service Company"
Since 1970

The Dana Point Condominiums
Attn – Lisette Ray
1519 E. Central Road
Arlington Heights, IL 60005
(847) 228-5176
Page (1 of 3)
October 15, 2013

We are submitting this proposal for a 12 month preventative maintenance program for the common area HVAC units located at The Dana Point Condominiums in Arlington Heights, IL. Included are all the rooftop package units at each building. We have provided 2 maintenance programs for your review. One that provides for 2 visits during the year and the other option is 4 times per year, for the select program choice, in the fall we will clean and check all the combination heat and cool core roof top units and in the spring we will clean and check all the cooling only and all the heat-cool core units. The Premier program includes the spring and fall program listed for the Select program along with two other visits, once in the middle of summer and one in the middle of winter to replace filters and check the operation for all the building's roof top units provided to us and accompanied with this proposal. There are 17- 3 ton cooling only roof top units, 7-5 ton heat-cool roof top units, 5-7.5 ton heat-cool roof top units and 2 units at the pavilion. Please review what is included in the maintenance program choice below for all 31 roof top units.

"Select Program Choice" with 2 visits, Fall Program:

- **Change filters**
- Clean and check all areas of the rooftop unit
- Grease or oil motor and bearings, clean blower wheels if needed.
- Complete inspection of evaporator coils
- Complete inspection of heat exchangers with camera
- Clean all burners, burner box's and exchangers, check gas pressures, draft inducer motors and assemblies
- Check for any carbon monoxide
- Check thermostatic controls for calibration and program thermostats to board's requirements.
- **Belts Replaced** and adjusted for proper airflow
- Inspect all wiring connections
- Check all heating safety controls

"Select Program Choice" with 2 visits, Spring Program:

- **Change filters**
- Grease or oil motor and bearings, clean blower wheels if needed.
- Belts inspected and adjusted for proper airflow
- Clean all condensing coils
- Coil cleaner and conditioner applied
- Complete inspection and cleaning of evaporator coils (when accessible), drain pans and lines
- Check refrigerant pressures and metering devices to manufacturer specifications (this includes high & low sides)
- Inspect all wiring connections
- Check for proper amperage draw on motors, compressors and whole unit
- Check overall performance of complete cooling system
- Check thermostatic controls for calibration and program thermostats to board's requirements.
- Check all air conditioning safety controls

Select Program Choice – For both buildings for a 12 Month period

\$3,450.00 (Ini_____)

Libertyville & Antioch Locations
Office (847) 215-9880

www.commandservice.com
Fax (847) 573-9881





**HEATING AIR CONDITIONING
INDOOR AIR QUALITY APPLIANCES**

***"Your Complete Service Company"
Since 1970***

The Dana Point Condominiums
Attn – Lisette Ray
1519 E. Central Road
Arlington Heights, IL 60005
(847) 228-5176
Page (2 of 3)
October 15, 2013

"Premier Choice **Complete** Preventative maintenance program" with 4 visits, Fall Program:

- Change filters
- Clean and check all areas of the rooftop unit
- Grease or oil motor and bearings, clean blower wheels if needed.
- Complete inspection of evaporator coils
- Complete inspection of heat exchangers with camera
- Clean all burners, burner box's and exchangers, check gas pressures, draft inducer motors and assemblies
- Check for any carbon monoxide
- Check thermostatic controls for calibration and program thermostats to board's requirements.
- Belts Replaced and adjusted for proper airflow
- Inspect all wiring connections
- Check all heating safety controls

"Premier Choice **Complete** Preventative maintenance program" with 4 visits, Winter Program:

- Change filters
- Check to make sure all heating burners are firing up correctly and working properly
- Belts inspected and adjusted for proper airflow
- Check overall performance of complete heating system

"Premier Choice **Complete** Preventative maintenance program" with 4 visits, Spring Program:

- Change filters
- Grease or oil motor and bearings
- Belts inspected and adjusted for proper airflow
- Clean all condensing coils
- Coil cleaner and conditioner applied
- Complete inspection and cleaning of evaporator coils (when accessible)
- Check refrigerant pressures and metering devices to manufacturer specifications (this includes high & low sides)
- Inspect all wiring connections
- Check for proper amperage draw on motors, compressors and whole unit
- Check overall performance of complete cooling system
- Check thermostatic controls for calibration and program thermostats to board's requirements.
- Check all air conditioning safety controls

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HEATING AIR CONDITIONING
INDOOR AIR QUALITY APPLIANCES

"Your Complete Service Company"
Since 1970

The Dana Point Condominiums
Attn – Lisette Ray
1519 E. Central Road
Arlington Heights, IL 60005
(847) 228-5176
Page (2 of 3)
October 15, 2013

"Premier Choice **Complete** Preventative maintenance program" with 4 visits, Summer Program:

- Change filters
- Monitor refrigerant pressures to manufacturer specifications
- Check overall performance of complete system
- Belts inspected and adjusted for proper airflow

Premier Program Choice – For all buildings for a 12 Month period

\$4,945.00 (Ini_____)

Note – Please review the listed choice above for the mechanical preventative maintenance program for a time period of 12 months and must be paid in full before work will start unless other arrangements are needed and can be worked out.

This proposal is effective from the dates of October 15, 2013 – October 14, 2014.

Service rates as follows - \$100.00 per hour-service / 10% off any parts needed on service calls, emergency service calls are billed out at time and a half rates, less 10% on parts.

Please Note – Building representative shall provide to Command Service Inc. the desired thermostat heating and cooling settings for the spring and fall seasons. Callbacks beyond the regular scheduled program to have temperature settings changed will be billed at regular contract hourly rate.

This proposal is the sole property of Command Service Center Inc., and is lent to the borrower for his or her confidential use only. In consideration of this loan the borrower agrees not to lend, reproduce, or disclose its contents unless signed by the customer and accepted by Command Service Center Inc.

If this proposal meets with your approval, please sign and date below and return to
Command Service. Attn Steve Milliken

Respectfully Submitted **Steve Milliken** Date **October 15, 2013**

Lisette Ray/Lieberman Management Services _____ Date _____

Contract Amount _____

Libertyville & Antioch Locations
Office (847) 215-9880

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www.commandservice.com
Fax (847) 573-9881



lms lieberman management services

THE DANA POINT CONDOMINIUM ASSOCIATION

DATE: <Current Date>

RE: Seller: <IMPORT FROM ORDER>

Buyer: <IMPORT FROM ORDER>

Property Address: (address, city, state, zip) <IMPORT FROM ORDER>

To Whom it may Concern:

The following information is provided to you pursuant to Section 22.1(a) of the Illinois Condominium Property Act, Illinois Compiled Statutes, Chapter 765, Act 605, and Section 22.1(a); or if applicable, pursuant to Section 1-35 (d) of the Common Interest Community Association Act, 765 ILCS 160.

1. A copy of the Declaration, by-laws, other condominium instruments and any rules and regulations.

A copy of the Declaration and By-Laws and the Association's Rules and Regulations should be provided by the seller. If the seller does not provide these items, you may order these via www.CondoCerts.com.

2. A statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing as authorized and limited by the provisions of Section 9 of this Act or the condominium instruments.

As of the date of this disclosure and through the end of the current month, the Association is owed any unpaid assessments and related charges from the subject unit. A letter indicating the status of assessments due on the above unit (a "Paid Assessment Letter") may be ordered at www.CondoCerts.com. Upon the first re-sale of a unit that has been purchased at a foreclosure auction by its mortgagee, up to six months of unpaid common expenses plus legal fees and court costs owed by the pre-foreclosure owner must be paid at closing.

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22.1 Disclosure drafts- for Property Manager and Board approval 11-6-2013

lms lieberman management services

THE DANA POINT CONDOMINIUM ASSOCIATION

3. A statement of any capital expenditures anticipated by the unit owner's association within the current or succeeding two fiscal years.

No capital expenditures other than those, which occur routinely, are scheduled for the next two fiscal years.

File

lms lieberman management services

THE DANA POINT CONDOMINIUM ASSOCIATION

4. A statement of the status and amount of any reserve for replacement fund and any such portion of such fund earmarked for any specified project by the Board of Managers.

The amount of the reserve for replacement fund is:

\$ <VALUE WILL IMPORT RESERVE FUND BALANCE QUESTIONNAIRE #72a.>

As of: <AUTO IMPORT DATE FROM LENDER QUESTIONNAIRE #72b.>

There are no reserve funds currently earmarked for specific projects.

(27)

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THE DANA POINT CONDOMINIUM ASSOCIATION

5. A copy of the statement of financial condition of the unit owner's association for the last fiscal year for which such statement is available.

A copy of the most recent balance sheet and current year budget is enclosed

6. A statement of the status of any pending suits or judgments in which the unit owners association is a party.

From time to time, the Association is a defendant in mortgage foreclosure lawsuits against unit owners and / or the plaintiff in assessment collection lawsuits against unit owners. Unless noted below, there are no pending judgements against the Association, and the Association is not a party to any other lawsuits.

None

7. A statement setting forth what insurance coverage is provided for by all unit owners by the unit owner's association.

A certificate of insurance can be obtained by contacting:

<IMPORT FROM QUESTIONNAIRE - INSURANCE COMPANY NAME>

<IMPORT FROM QUESTIONNAIRE PHONE NUMBER>

<IMPORT FROM QUESTIONNAIRE E-MAIL ADDRESS>





THE DANA POINT CONDOMINIUM ASSOCIATION

8. A statement that any improvements or alterations made to the unit, or the limited common elements assigned thereto, by the prior unit owner are in good faith believed to be in compliance with the condominium instruments.

No statement as to the status of compliance of any improvements or alteration to the unit or limited common element can be issued, as the Association has made no such inspection.

9. The identity and mailing address of the principal officer of the unit owner's association or of the other officer or agent as is specifically designated to receive notices.

Notices to the Association should be directed to its managing agent as follows:

Lieberman Management Services, Inc.

25 Northwest Point Blvd. Ste #330

Elk Grove Village, IL 60007

Sincerely,

The Board of Directors of <ASSOCIATION NAME will be inserted from the Order>

Prepared By:

LIEBERMAN MANAGEMENT SERVICES, INC. as Agent

ADDITIONAL COMMENTS:

Blank area for additional input per each Association.

Up to 3000 characters

ComEd
3 Lincoln Centre
Oakbrook Terrace, IL 60181



October 29, 2013

Lisette Ray
Property Manager
Dana Point Condo Association
1519 East Central Road
Arlington Heights, IL 60005

Dear Ms. Ray:

Thank you for providing ComEd the opportunity to discuss our *Smart Ideas for Your Business*® program with you. The *Smart Ideas* program features services and incentives to encourage customers to install energy efficient equipment and adopt energy efficient behaviors. These incentives are meant to encourage the implementation of energy efficient projects that may not otherwise be economically viable without the addition of financial incentives.

Please see the following pages that outline the standard energy efficiency opportunities identified at your facility as part of your *Smart Ideas* Opportunity Assessment.

If you would like to pursue these or other projects that may qualify for the *Smart Ideas* program, I recommend submitting an application as soon as possible. Please note that program offerings may change without notice. Someone from our *Smart Ideas* team will be contacting you about the *Smart Ideas* program and process. You can also visit the *Smart Ideas* website at:

smart*e*ideas™

<https://www.comed.com/bizincentives>

Once again, thank you for providing ComEd with the opportunity to visit your facility and discuss the *Smart Ideas* program. I will follow up with you in a week to discuss the opportunities listed in this letter. In the meantime, if you have any questions or would like to get an application started, feel free to contact me directly.

Sincerely,

Rick Berry
Energy Engineer
ComEd Energy Efficiency Services
P: 608-310-6910 x1322
E: rberry@franklinenergy.com

cc: Julie Cronin-Krise, KEMA
Smart Ideas for Your Business Program Team

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OPPORTUNITIES TO SAVE MONEY

DESCRIPTION OF RECOMMENDATION	ESTIMATED ENERGY SAVINGS (KWH/YR)	ESTIMATED COST SAVINGS (\$/YR)	ESTIMATED PROJECT COST (\$)	ESTIMATED INCENTIVE AMOUNT (\$)	ESTIMATED SIMPLE PAYBACK WITH INCENTIVES APPLIED (YRS)
LIGHTING: RETROFITS & REPLACEMENTS					
Replace Incandescent EXIT Signs <i>Area = Throughout All Buildings</i> Replace (155) existing incandescent EXIT signs [40 watts] With: LED EXIT signs (new) - red [5 watts]	47,523	\$3,807	\$6,510	\$3,100	0.9
Retrofit T12 Fluorescent Lighting <i>Area = Garage and Mail Areas</i> Retrofit (258) existing 2-lamp, 4-foot, T12 fluorescent fixtures with standard ballast factor magnetic ballast [72 watts] With: 2-lamp, 4-foot, 28-watt reduced wattage T8 fluorescent lamps with low ballast factor electronic ballast [42 watts]	67,802	\$5,431	\$14,280	\$2,580	2.2
Retrofit T12 Fluorescent Lighting <i>Area = Fitness Room</i> Retrofit (24) existing 2-lamp, 4-foot, T12 fluorescent fixtures with standard ballast factor magnetic ballast [72 watts] With: 2-lamp, 4-foot, 28-watt reduced wattage T8 fluorescent lamps with low ballast factor electronic ballast [42 watts]	1,080	\$87	\$1,328	\$240	12.6
Retrofit T12 Fluorescent Lighting <i>Area = Laundry Rooms</i> Retrofit (54) existing 2-lamp, 4-foot, T12 fluorescent fixtures with standard ballast factor magnetic ballast [72 watts] With: 2-lamp, 4-foot, 28-watt reduced wattage T8 fluorescent lamps with low ballast factor electronic ballast [42 watts]	2,430	\$195	\$2,989	\$540	12.6

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OPPORTUNITIES TO SAVE MONEY CONTINUED

DESCRIPTION OF RECOMMENDATION	ESTIMATED ENERGY SAVINGS (KWH/YR)	ESTIMATED COST SAVINGS (\$/YR)	ESTIMATED PROJECT COST (\$)	ESTIMATED INCENTIVE AMOUNT (\$)	ESTIMATED SIMPLE PAYBACK WITH INCENTIVES APPLIED (YRS)
LIGHTING: RETROFITS & REPLACEMENTS (CONTINUED)					
Retrofit T12 Fluorescent Lighting <i>Area = Elevator Lobbies</i> Retrofit (18) existing 2-lamp, 2-foot, T12 U-tube fluorescent fixtures with standard ballast factor magnetic ballast [72 watts] With: 2-lamp, 2-foot, 28-watt reduced wattage T8 U-tube fluorescent lamps with low ballast factor electronic ballast [42 watts]	4,730	\$379	\$986	\$180	2.1
Replace Incandescent Lighting <i>Area = Locker Rooms</i> Replace (24) existing 60-watt incandescent lamps [60 watts] With: 12.5-watt LED lamps ^Δ [12.5 watts]	9,986	\$800	\$960 ^Δ	\$192 ^Δ	1.0 ^Δ
Replace Incandescent Lighting <i>Area = Manager's Office</i> Replace (12) existing 75-watt incandescent lamps [75 watts] With: 18-watt LED PAR30 lamps ^Δ [18 watts]	1,423	\$114	\$480 ^Δ	\$96 ^Δ	3.4 ^Δ
Replace Incandescent Lighting <i>Area = Wing Lobbies</i> Replace (36) existing 60-watt incandescent lamps in track heads [60 watts] With: 12.5-watt LED lamps ^Δ [12.5 watts]	14,980	\$1,200	\$1,440 ^Δ	\$288 ^Δ	1.0 ^Δ
Replace Incandescent Lighting <i>Area = 3rd Floor Hallways & Painting Accent Lights</i> Replace (46) existing 50-watt incandescent lamps [50 watts] With: 12.5-watt LED lamps ^Δ [12.5 watts]	15,111	\$1,210	\$1,840 ^Δ	\$368 ^Δ	1.2 ^Δ

3.2



OPPORTUNITIES TO SAVE MONEY CONTINUED

DESCRIPTION OF RECOMMENDATION	ESTIMATED ENERGY SAVINGS (KWH/YR)	ESTIMATED COST SAVINGS (\$/YR)	ESTIMATED PROJECT COST (\$)	ESTIMATED INCENTIVE AMOUNT (\$)	ESTIMATED SIMPLE PAYBACK WITH INCENTIVES APPLIED (YRS)
LIGHTING: RETROFITS & REPLACEMENTS (CONTINUED)					
Replace Halogen Lighting <i>Area = Elevators</i> Replace (72) existing 20-watt halogen MR16 lamps [20 watts] With: 6-watt LED MR16 lamps ^A [6 watts]	8,830	\$707	\$1,800 ^A	\$576 ^A	1.7 ^A
Replace Exterior High Pressure Sodium Lighting <i>Area = Post Lights</i> Replace (66) existing 400-watt high pressure sodium fixtures [460 watts] With: DLC ^B -qualified 200-watt outdoor LED fixtures [200 watts]	75,161	\$6,020	\$38,148	\$8,580	4.9
Replace Exterior High Pressure Sodium Lighting <i>Area = Parking Lot Poles & Building-Mounted Flood Fixtures</i> Replace (27) existing 400-watt high pressure sodium fixtures [460 watts] With: DLC ^B -qualified 277-watt outdoor LED fixtures [277 watts]	21,642	\$1,733	\$21,573	\$2,471	11.0
Replace Exterior High Pressure Sodium Lighting <i>Area = Wall Packs</i> Replace (17) existing 70-watt high pressure sodium fixtures [95 watts] With: DLC ^B -qualified 25-watt outdoor LED fixtures [25 watts]	5,212	\$417	\$4,250	\$595	8.8

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OPPORTUNITIES TO SAVE MONEY CONTINUED

DESCRIPTION OF RECOMMENDATION	ESTIMATED ENERGY SAVINGS (KWH/YR)	ESTIMATED COST SAVINGS (\$/YR)	ESTIMATED PROJECT COST (\$)	ESTIMATED INCENTIVE AMOUNT (\$)	ESTIMATED SIMPLE PAYBACK WITH INCENTIVES APPLIED (YRS)
LIGHTING: RETROFITS & REPLACEMENTS (CONTINUED)					
Replace Exterior Halogen Lighting <i>Area = Flag Lights</i> Replace (2) existing 500-watt halogen fixtures (500 watts) With: DLC [®] -qualified 100-watt outdoor LED fixtures (100 watts)	3,504	\$281	\$578	\$400	0.6
LIGHTING: OCCUPANCY SENSORS					
Install Occupancy Sensors <i>Area = Fitness Room</i> Install occupancy sensors to control (24) retrofitted 2-lamp, 4-foot, T8 fluorescent fixtures	423	\$34	\$323	\$121	5.9
Install Occupancy Sensors <i>Area = Laundry Rooms</i> Install occupancy sensors to control (54) retrofitted 2-lamp, 4-foot, T8 fluorescent fixtures	953	\$76	\$726	\$272	5.9
Install Occupancy Sensors <i>Area = Locker Rooms</i> Install occupancy sensors to control (24) new LED lamps	788	\$63	\$96	\$36	1.0
Install Occupancy Sensors <i>Area = Manager's Office</i> Install occupancy sensors to control (12) new LED lamps	90	\$7	\$69	\$26	6.0
LIGHTING: ZERO T12 REWARD^c					
Eliminate All T12 Lighting Replace or retrofit all T12 lighting with eligible lighting technologies	N/A	N/A	N/A	\$2,124	N/A

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OPPORTUNITIES TO SAVE MONEY CONTINUED

DESCRIPTION OF RECOMMENDATION	ESTIMATED ENERGY SAVINGS (KWH/YR)	ESTIMATED COST SAVINGS (\$/YR)	ESTIMATED PROJECT COST (\$)	ESTIMATED INCENTIVE AMOUNT (\$)	ESTIMATED SIMPLE PAYBACK WITH INCENTIVES APPLIED (YRS)
HVAC: OCCUPANCY SENSOR					
Install Occupancy Sensors <i>Area = Locker Rooms</i> Install occupancy sensors to control (2) existing exhaust fans	320	\$26	\$84	\$20	2.5
TOTALS:	281,988	\$22,587	\$98,460	\$22,805	3.3

^A Discount lamps are available through participating distributors in the Business Instant Lighting Discounts Program (BILD). Incentive is in the form of a discounted lamp cost provided at the time of purchase. A list of participating distributors can be found at www.comed.com/bizdistributors.

^B DLC: Design Lights™ Consortium. A list of qualified products is available at www.designlights.org.

^C If qualified, the "Zero T12 Reward" bonus incentives are available in addition to the standard T12 to T8 retrofits shown. To be eligible to receive a Zero T12 Reward, a Smart Ideas Pre-approval Application for an indoor retrofit or replacement project must be submitted with a completed Zero T12 Reward Coupon to SmartIdeasBiz@ComEd.com by April 1, 2014. Please review Zero T12 Reward Coupon for complete rules.

Programmed Start ballasts are recommended for all lighting occupancy sensor applications.

Electricity Cost = \$0.0801/kWh (average commercial retail price for the state of Illinois as of July 2013 - latest available) - Energy Information Administration

All values shown in the table are estimates, including potential incentive amounts. Further development and costing of the opportunity is recommended prior to investment. The incentive cannot exceed 100 percent of the incremental measure cost and 50 percent of the total project cost. The amounts and applications of the ComEd Smart Ideas® incentives are subject to the terms and conditions of the ComEd Smart Ideas® programs. This letter in no way implies approval of incentive amounts or applications or serves as a pre-approval.

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ADDITIONAL PROGRAM ELEMENTS

In addition to standard incentives listed in the previous table, your facility may be eligible for other available program elements offered by ComEd's *Smart Ideas for Your Business*. I have checked all that were identified as part of the assessment. For those that are checked, I have provided a short description of the opportunity. Please note that a check mark indicates that the program element is worthy of further exploration, but does not guarantee participation or approval, as additional screening is required to determine eligibility.

☐ **Smart Ideas Custom Incentives Opportunities**

Business operations vary widely, which is why ComEd has developed customized incentives that encourage our customers to implement energy-efficiency improvements that are outside of standard incentives. Custom incentives are based on the actual kilowatt-hour savings that your equipment and technologies provide the first year. Qualifying projects that have a simple payback between 1 to 7 years can earn incentives up to \$0.07 per kWh saved.

☐ **Smart Ideas Building Retro-Commissioning Program (RCx)**

Retro-commissioning is a full-building tune-up designed to help your commercial or industrial building perform optimally. Through a systematic evaluation of mechanical and electrical systems, retro-commissioning helps you identify low-cost and no-cost energy saving operational improvements that will pay for themselves in 18 months or less.

☐ **Smart Ideas Industrial Systems**

Industrial Systems delivers expert analysis of your facility's Compressed Air, Industrial Refrigeration or Process Cooling System to ensure efficient, economical operation. These services examine the system's operating parameters and controls sequencing, compressors and more to help you identify both no-cost and low-cost and capital energy saving improvements. In addition, you may be eligible to receive an incentive payment based on the kWh you save by implementing the energy efficient measures identified in the comprehensive study.

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smart*e*ideas[®]

ADDITIONAL PROGRAM ELEMENTS

☐ **Smart Ideas New Construction Program**

The New Construction Service, in coordination with Nicor Gas, provides cash incentives and technical assistance to encourage building owners, designers and architects to help you surpass standard practices when renovating a building or constructing a new from-the-ground-up construction project.

☐ **Smart Ideas Data Center Efficiency Program**

This program offers a variety of technical assistance and cash incentives to help you reduce energy use in your new or existing data center. Incentives are based on the actual kilowatt-hour savings that result from your project.

☐ **Smart Ideas Commercial Real Estate**

This program is designed to help you overcome the barriers often preventing owners and tenants in multi-tenant office buildings from investing in energy efficiency and offers outreach and technical assistance to commercial building owners and tenants to take advantage of available incentives.

This letter was prepared by Commonwealth Edison (ComEd) to assist the customer in making energy decisions. Neither Commonwealth Edison Company, nor any person acting on their behalf: (a) makes any warranty, either expressed or implied, with respect to the use of any information, apparatus, method, or process disclosed in this letter or that such use may not infringe privately owned rights; or (b) assumes any liabilities with the respect to the use of, or for damages resulting from the use of, any information, apparatus, method, or process disclosed in the letter. Ultimately, the customer maintains all of the responsibility in making energy saving decisions.

ZERO T12 REWARD

FREQUENTLY ASKED QUESTIONS

1. WHAT IS THE ZERO T12 REWARD PROGRAM?

The program offers bonus incentives to eligible ComEd customers who use *Smart Ideas*® standard incentives to replace or retrofit all T12 fixtures inside their buildings.

2. WHEN DOES IT BEGIN?

The program runs from **August 28, 2013 through May 15, 2014.**

3. WHAT QUALIFIES MY BUILDING AS ZERO T12?

Every T12 lamp in your building, both installed and in stock, must be removed and recycled. This includes maintenance closets, bathrooms, stairwells, hallways, etc.

4. WHAT ARE THE BONUS INCENTIVES FOR ZERO T12 PROJECTS?

Bonus incentives are calculated on a per-lamp basis. Bonuses for T12 lamps that are removed as part of a *Smart Ideas* indoor lighting project are:

- \$2 for each 2-foot or 3-foot T12 lamp
- \$3 for each 4-foot T12 lamp
- \$4 for each 8-foot T12 lamp

In addition, *Smart Ideas* will pay a bonus of \$0.50 per T12 lamp for all T12 lamps in stock (any size), up to 25 percent of the removed T12 lamp count.

5. WHAT'S THE DIFFERENCE BETWEEN A "REMOVED LAMP" AND A "STOCK LAMP"?

Removed lamps are T12 lamps that will be retrofitted or removed as part of the standard project you are applying for (e.g., lamps in the ceiling). Stock lamps are spare T12 lamps you may have in a maintenance closet or storage room on site.

6. HOW DO I APPLY FOR A ZERO T12 REWARD?

You must submit a **Pre-Approval Application** for your lighting project, along with a completed and signed **Zero T12 Reward Coupon**, to SmartIdeasBiz@ComEd.com by April 1, 2014. If you don't have a coupon, you can request one by emailing the *Smart Ideas* program team at SmartIdeasBiz@ComEd.com or by calling 855-433-2700. Your project must be completed and your Final Application submitted by May 15, 2014.

7. DOES MY PROJECT REQUIRE PRE-APPROVAL EVEN THOUGH THE STANDARD INCENTIVE I AM APPLYING FOR DOES NOT (E.G., RETROFIT WITHOUT DELAMPING, LED REFRIGERATOR DISPLAY CASE LIGHTING)?

Yes. All Zero T12 projects require pre-approval.

8. DOES THE ZERO T12 REWARD COUPON HAVE TO ACCOMPANY THE PRE-APPROVAL APPLICATION?

Yes, the coupon must be submitted with the Pre-Approval Application.

9. ONCE I SUBMIT MY PRE-APPROVAL APPLICATION AND ZERO T12 REWARD COUPON, CAN I START MY T12 REPLACEMENT/RETROFIT PROJECT?

No. Your Zero T12 Reward project may require an inspection before you begin replacing/retrofitting your lamps and fixtures. Starting the work before you receive pre-approval from the *Smart Ideas* team may result in your becoming ineligible for the Zero T12 Reward.

10. WHEN DO I HAVE TO SUBMIT MY FINAL APPLICATION?

Zero T12 projects must be completed and Final Applications submitted by May 15, 2014.

11. WHAT IS THE PROJECT COST CAP FOR ZERO T12 PROJECTS?

Zero T12 projects can receive an incentive (including the reward amount) of up to 75 percent of the total project cost.

12. DOES THE 75 PERCENT PROJECT COST CAP APPLY TO T12 REPLACEMENT/RETROFIT MEASURES ONLY?

No. If your Zero T12 lighting project includes other standard incentive measures (e.g., LED exit signs, occupancy sensors, bi-level stairwell fixtures), the 75 percent project cost cap will be applied to the entire project cost.

ZERO T12 REWARD

FREQUENTLY ASKED QUESTIONS

13. HOW IS THE STOCK LAMP REWARD CAPPED?

The stock lamp reward is capped at 25 percent of the total number of T12 lamps removed. For example, if you removed 100 T12 lamps, the maximum stock lamp reward you could receive is \$12.50.
(100 lamps x 25% x \$0.50)=\$12.50

14. I SUBMITTED A PRE-APPROVAL APPLICATION THAT HAS ALREADY BEEN APPROVED. IF I DECIDE TO (OR ALREADY PLANNED TO) REMOVE ALL THE T12 LAMPS IN MY BUILDING, CAN I JUST SUBMIT THE COUPON WITH THE FINAL APPLICATION TO RECEIVE THE REWARD?

No, the reward coupon must be submitted with the Pre-Approval Application. However, if your project has been approved but work has not begun, you may submit a Zero T12 Reward Coupon and an updated scope of work (if applicable) before work begins. The project will be inspected to verify the existing equipment. If work has already begun, you will not be eligible for the Zero T12 Reward.

15. I SUBMITTED A PRE-APPROVAL APPLICATION FOR A T12 RETROFIT/REPLACEMENT PROJECT THAT HAS NOT YET BEEN APPROVED. IF I DECIDE TO REMOVE/RETROFIT EVERY T12 FIXTURE IN MY BUILDING, CAN I SUBMIT A ZERO T12 REWARD COUPON BEFORE IT IS APPROVED?

Yes, if your project has not been approved and work has not begun, you can submit an updated scope of work along with the Zero T12 Reward Coupon.

16. MY PROJECT CONTAINS A DELAMPING INCENTIVE. CAN I STILL RECEIVE THE ZERO T12 REWARD?

Yes, even if your project contains delamping, the project is still eligible for a Zero T12 reward.

17. IF I DON'T HAVE ANY STOCK LAMPS, CAN I STILL GET A ZERO T12 REWARD FOR T12 LAMPS I'M REMOVING AS PART OF A SMART IDEAS INDOOR LIGHTING PROJECT?

Yes, you do not have to have stock lamps in order to be eligible for the Zero T12 Reward.

18. CAN I RECEIVE A REWARD FOR MY STOCK LAMPS ONLY?

No, you must remove T12 lamps as part of a *Smart Ideas* indoor lighting project to receive a Zero T12 Reward.

19. MY CUSTOMER IS RECEIVING THE STANDARD INCENTIVE. CAN I, THE CONTRACTOR, RECEIVE THE REWARD AMOUNT?

No, the reward will only be paid to the payee listed on the Final Application.

20. I AM REMOVING/RETROFITTING ALL OF MY T12 FIXTURES. DO I HAVE TO GET RID OF AND RECYCLE MY STOCK LAMPS AS WELL?

Yes, all installed T12 lamps and stock lamps must be removed from the facility and recycled. A recycling receipt will be required with the Final Application.

21. I AM REPLACING OUTDOOR T12 FIXTURES AS WELL. CAN I RECEIVE A ZERO T12 REWARD FOR THOSE LAMPS?

No, the Zero T12 Reward only applies to indoor retrofit/replacement projects.

22. WHO SHOULD SIGN THE ZERO T12 REWARD COUPON?

The customer must sign the reward coupon.

23. IF I COMPLETE MY PROJECT IN PHASES, CAN I RECEIVE A REWARD FOR EACH PHASE?

No, the Zero T12 Reward will be given once per building. For project submission, combine all phases into one Pre-Approval Application and submit the Final Application when all phases are complete in order to receive the full reward.

24. ARE THERE ADDITIONAL REWARDS AVAILABLE FOR BALLASTS?

No.

25. IF I HAVE A VERY LARGE COMMERCIAL REAL ESTATE BUILDING, DO I HAVE TO REPLACE/RETROFIT EVERY T12 FIXTURE IN THE BUILDING TO BE ELIGIBLE FOR THE ZERO T12 REWARD?

If you are upgrading lighting in the building's common space, you would have to replace/retrofit all T12s but you would not be responsible for the tenant spaces. A Zero T12 project completed in a tenant space or suite by the tenant also would be eligible for the Zero T12 Reward.

26. CAN I USE THIS COUPON WITH OTHER SMART IDEAS PROGRAM COUPONS?

No, the Zero T12 Reward Coupon may not be used in combination with other Smart Ideas bonuses.



ZERO T12 REWARD COUPON

DIRECTIONS: Please save a copy of this form to your computer by selecting "FILE/SAVE AS" before entering text and numbers. Then fill in your information electronically and select "SAVE." Note that this form requires Adobe Reader® version 9.0 or later to function properly. Download the most recent version of Adobe Reader® at <http://get.adobe.com/reader>.

DETAILS

Between August 28, 2013 and May 15, 2014, *Smart Ideas for Your Business*® is offering Zero T12 Reward bonus incentives to eligible ComEd electric delivery service customers who use *Smart Ideas*® standard incentives to replace or retrofit all T12 fixtures in their buildings.

ELIGIBILITY

To be eligible to receive a Zero T12 Reward, a *Smart Ideas* Pre-Approval Application for an indoor T12 retrofit or replacement project must be submitted with this coupon to SmartIdeasBiz@ComEd.com by **April 1, 2014**. All T12 lamps within a customer's facility, including all T12 lamps in stock (inventory), must be removed and recycled. The T12 lighting project must be finished and a complete Final Application submitted by **May 15, 2014**.

ADDITIONAL RULES

- A Zero T12 Reward can only be applied to indoor T12 retrofit and replacement measures described in the *Smart Ideas for Your Business* Indoor Lighting Incentives Worksheet. *Smart Ideas* applications and worksheets can be found online at ComEd.com/BizIncentives.
- The Zero T12 Reward Coupon must be filled out, signed by the customer and submitted with a complete Pre-Approval Application by April 1, 2014.
- All T12 lamps within the customer's facility, including any T12 lamps in stock, must be removed and recycled by a fluorescent lamp recycling company. A recycling receipt must be submitted with the Final Application.
- The Zero T12 Reward for T12 lamps in stock will not exceed 25 percent of the total number of T12 lamps removed.
- The total project incentive and Zero T12 Reward combined cannot exceed 75 percent of the total project cost.
- The Zero T12 Reward bonus will only be paid to the payee named in the Final Application.
- All *Smart Ideas for Your Business* program requirements, equipment specifications and terms and conditions apply.
- Limit one bonus per project. May not be used in combination with other *Smart Ideas* bonuses.
- Expiration date: May 15, 2014

REMOVED T12 LAMPS REWARD			
(A) QUANTITY	DESCRIPTION	(B) INCENTIVE	(A x B) REWARD
	2-foot T12 lamps	\$2.00	\$ 0.00
	3-foot T12 lamps	\$2.00	\$ 0.00
	4-foot T12 lamps	\$3.00	\$ 0.00
	8-foot T12 lamps	\$4.00	\$ 0.00
TOTAL REMOVED LAMPS REWARD (C)			\$ 0.00

STOCK LAMPS REWARD			
(A) QUANTITY	DESCRIPTION	(B) INCENTIVE	(A x B) REWARD
	stock T12 lamps	\$0.50	\$ 0.00
TOTAL STOCK LAMPS REWARD* (D)			\$ 0.00
*Reward capped at 25% of the removed T12 lamp count.			
TOTAL ELIGIBLE REWARD (C + D)			\$ 0.00

DON'T FORGET! ☐ Recycling receipt ☐ Pre-Approval Application ☐ Reward Coupon must accompany Pre-Approval Application

As an eligible customer, I verify this information is correct and request consideration for participation under this program.

Company name:

Customer signature:	Customer name (print):	Date:
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ComEd
An Exelon Company

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410

Summary Arrears Report
The Dana Point Condo
Report as of 10/31/2013

0554

Loc ID: 00-0554 The Dana Point Condo
 Arlington Hghts, IL 60005

Management Co: Lieberman Management Services
 25 Northwest Point Bld Ste 330
 Elk Grve Vllge, IL 60007

Unit Space	CC Desc	Rec Chgs	Balance	Comments
A105	01 C Lorraine Stevens	Monthly Assessment	224.52	578.29 on payment plan
A109	01 C Dorota Kaleta	Monthly Assessment	310.88	250.00
A115	01 C The Dana Point Condo	Monthly Rent	1,100.00	25.00
A120	01 C Reva Hackin	Monthly Assessment	439.63	929.26 paid in full 11/12
A314	01 C Howard Chason	Monthly Assessment	244.94	589.88 put in legal 11/16
A316	01 P Przemyslaw Krol	Monthly Assessment	356.41	1,743.25 unit foreclosed
A408	01 C David Van Cura	Monthly Assessment	370.54	25.42
A412	01 C Antonio Capozzi	Monthly Assessment	251.22	150.00
A415	01 C Ivelin Miankov	Monthly Assessment	356.41	730.68 In legal
B103	01 C Deborah Whiteside	Monthly Assessment	224.52	469.64 may be put in legal
B105	01 C Jacqueline Prenderga	Monthly Assessment	224.52	15.00
B109	01 C Jerome Weiss	Monthly Assessment	310.88	1,292.64 In legal
B204	01 C Krystyna Namojlik	Monthly Assessment	241.80	0.52
B207	01 C Paul Wendel	Monthly Assessment	337.57	0.19
B213	01 C Kimberly Clark	Monthly Assessment	227.66	25.00
B214	01 C John Gaiser	Monthly Assessment	241.80	100.00
B301	01 C Genie Uli	Monthly Assessment	317.16	175.00
B403	01 C Tadeusz Wiczowski	Monthly Assessment	237.09	637.09 may be put in legal
C104	01 C Ewa Szamreta	Monthly Assessment	238.66	70.00
C113	01 C Ronald Klimas	Monthly Assessment	224.52	249.52
C114	00 P James Blake	Pre-Petition Charges	0.00	263.34
C117	01 C The Dana Point Condo	Late Fee	1,200.00	40.00
C212	01 P Marius Hortopan	Monthly Assessment	241.80	10,678.24 In legal
C212	03 C Norvest Holdings LLC	Monthly Assessment	241.80	575.41 may be put in legal
C303	01 C Helena Kuczak	Monthly Assessment	230.81	60.24
C304	01 C Gary Haeger	Monthly Assessment	244.94	100.00
C402	01 C Anthony Kinahan	Monthly Assessment	326.58	250.00
C407	01 C Katarzyna Szyrnalik	Monthly Assessment	356.41	10.00
C411	01 C Benjamin Mule	Monthly Assessment	237.09	125.00
D151	01 C Ronald Prazuch	Monthly Assessment	310.88	335.98
D153	01 C Mary Kay Potnick	Monthly Assessment	224.52	25.00
D156	01 C Maria Sievert	Monthly Assessment	238.66	290.00
D360	01 C Isabel Jasinski	Monthly Assessment	317.16	7.75
D366	01 C Bozena Kijowska	Monthly Assessment	356.41	0.27
D421	01 C Phil Cacciatore	Monthly Assessment	455.33	150.00
D454	01 C Robert Wiles	Monthly Assessment	251.22	501.22 payment plan requested
E109	01 C John Bernardo	Monthly Assessment	310.88	1,543.52 In legal
E112	01 C Kathryn Konieczka	Monthly Assessment	238.66	552.32 paid in full 11/7/13
E211	01 C Kathy Pantazis	Monthly Assessment	227.66	227.66
E214	01 C Juliana Hammett	Monthly Assessment	241.80	25.00
E216	01 C Adele Sexton	Monthly Assessment	350.13	39.65
E304	01 C Tomasz Karpowicz	Monthly Assessment	244.94	33.56
E310	01 C Elsie Anhalt	Monthly Assessment	317.16	10.00
E313	01 C Tadeusz Wiczowski	Monthly Assessment	260.81	610.81 may be put in legal
E403	01 C Susan Lynch	Monthly Assessment	237.09	524.18 may be put in legal

Summary Arrears Report
The Dana Point Condo
Report as of 10/31/2013

0554

Loc ID: 00-0554 The Dana Point Condo
 Arlington Hgts, IL 60005

Management Co: Lieberman Management Services
 25 Northwest Point Bld Ste 330
 Elk Grve Vllge, IL 60007

Unit Space	CC Desc	Rec Chgs	Balance	Comments
F109	01 C Chuck Vetter	Monthly Assessment	310.88	150.00
F112	01 P Audrey Hakman	Monthly Assessment	238.66	238.66
F113	01 C Tetiana Matlashevsk	Monthly Assessment	224.52	274.52
F114	01 C Jennifer Nitch	Monthly Assessment	238.66	25.00
F117	01 C Mariann Kaiser	Monthly Assessment	317.16	0.02
F118	01 C Mark Lithall	Monthly Assessment	317.16	367.16
F201	01 C Renata Wiczorek	Monthly Assessment	314.02	25.00
F221	01 C Victor and Sylvia We	Monthly Assessment	466.32	1,758.96 In legal
F403	02 C David Cantrell	Monthly Assessment	237.09	300.00
F405	01 C Milorad Denic	Monthly Assessment	237.09	25.00
F415	01 C Dariusz Franczyk	Monthly Assessment	356.41	25.00
F422	03 C Thomas Corcoran	Monthly Assessment	485.16	510.16 paid in full 11/2/13
		17,886.60	28,754.91	
		17,886.60	28,754.91	

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Forcible Entry: Cases - The Dana Point Condominium Association as of 11/13/2013 # 212005 - Cook County
Ray, Lisette

Page 1

1505 East Central Road
Unit 2128
Norvest Holdings, L.L.C.

Assessments From: File No: Case No:
06/01/2013 to 09/01/2013 212005.033
Related Cases:
FF-019 CI-034

Amounts Due	Forcible Dates:	Judgment Obtained:	Amount	Amounts Received
Assessment	N&D Sent 09/03/2013	Judgment	\$781.52	Amount Paid \$0.00
Notice & Demand	Complaint	Stay	\$0.00	Date
Tract Search	Trial	Writ	\$0.00	Date Closed
Review Search	Continuance		\$781.52	
Postage				
Other Charge				
Total				

Comments:

09/01/2013(MER) Review breakdown received and open new file: create spreadsheet and order tract search. 09/03/2013(STK) Review of tract book search: prepare notice and demand 09/09/2013(SVA) E-mail from L. Ray indicating that a notice and demand letter was sent to the wrong owner. The current owner's account is up to date. The bank who previously took title during foreclosure should have been named as debtor. Would like to make the correction. 09/09/2013(STK) Review of e-mail from manager and account ledger: telephone call to manager who stated that the current owner purchased without an assessment letter: informed manager that the prior balance then became the obligation of the current owner to pay: send e-mail to manager confirming that this prior balance should be transferred to the ledger for this owner and the notice and demand letter was correct. 09/30/2013(JDG) Receive telephone call from Norvest Holdings disputing demand charges: representative said they paid August and September: told him to send documentation to my office. 10/11/2013(JDG) Telephone call to manager but could not leave message for return call: e-mail to manager regarding unknown credits on ledger. 10/17/2013(JDG) Review file and we have not received response to previous request for clarification: send second request.

1605 East Central Road
Unit 1098
W. John Bernardo
Unknown Occupants

Assessments From: File No: Case No:
07/01/2013 to 09/18/2013 212005.036 13 WJ 726824
Related Cases:

Amounts Due	Forcible Dates:	Judgment Obtained:	Amount	Amounts Received
Assessment	N&D Sent 09/19/2013	Judgment	\$1,463.75	Amount Paid \$0.00
Notice & Demand	Complaint 11/05/2013	Stay	\$0.00	Date
Tract Search	Trial 11/25/2013	Writ	\$0.00	Date Closed
Review Search	Continuance		\$1,463.75	
Postage				
Other Charge				
Total				

Comments:

09/18/2013(MER) Review breakdown received and open new file: create spreadsheet and order tract search. 09/19/2013(MER) Receive and review tract book search: note foreclosure and clerk on the status of case: foreclosure case dismissed on 11/25/12: prepare and send notice and demand. 11/05/2013(MER) Review ledger to payments have been received: send e-mail message to manager re no payments were received at our office and we will file suit unless notified by e-mail to stop: received authorization to proceed: prepare complaint. 11/05/2013(STK) Review of pleadings and arrange to have them filed electronically. 11/06/2013(MER) Electronically file summons and complaint with Clerk of Court and submission to Sheriff for service.

1415 East Central Road
 Unit 109B
 Genora P. Weiss

Assessments From: File No: Case No: Related Cases:
 04/18/2013 to 10/17/2013 212005.039 FE-023

Amounts Due		Forcible Dates:		Judgment Obtained:		Amount		Amounts Received	
Assessment	\$1,292.64	N8D Sent		Judgment		Assessments	\$1,548.75	Amount Paid	\$0.00
Notice & Demand	\$175.00	Complaint		Stay		Atty Fees	\$0.00	Date	
Tract Search	\$40.00	Trial		Writ		Costs	\$0.00	Date Closed	
Review Search	\$25.00	Continuance				Total	\$1,548.75		
Postage	\$6.11								
Other Charge	\$0.00								
Total	\$1,548.75								

Comments:

10/17/2013(MER) Review breakdown received and open new file: create spreadsheet and order tract search. 10/18/2013(MER) Receive and review tract book search; prepare and send notice and demand.

1615 East Central Road
 Unit 221C
 Howard S. Weiss Victor Weiss
 Sylvia Weiss

Assessments From: File No: Case No: Related Cases:
 04/18/2013 to 10/17/2013 212005.040 FE-023

Amounts Due		Forcible Dates:		Judgment Obtained:		Amount		Amounts Received	
Assessment	\$1,758.96	N8D Sent	10/18/2013	Judgment		Assessments	\$2,015.07	Amount Paid	\$0.00
Notice & Demand	\$175.00	Complaint		Stay		Atty Fees	\$0.00	Date	
Tract Search	\$40.00	Trial		Writ		Costs	\$0.00	Date Closed	
Review Search	\$35.00	Continuance				Total	\$2,015.07		
Postage	\$6.11								
Other Charge	\$0.00								
Total	\$2,015.07								

Comments:

10/17/2013(MER) Review breakdown received and open new file: create spreadsheet and order tract search. 10/18/2013(MER) Receive and review tract book search; prepare and send notice and demand.

44

Forcible Entry: Cases - The Dana Point Condominium Association as of 11/13/2013 (continued) # 212005 - Cook County
 Ray, Lisette

1405 East Central Road
 Unit 415B
 Ivan D. Miankov
 Vessela S. Miankova

Assessments From: File No: Case No:
 01/25/2013 to 10/17/2013 212005.041

Related Cases:

Amounts Due		Forcible Dates:		Judgment Obtained:		Amount		Amounts Received	
Assessment	\$730.68	NAD Sent	10/21/2013	Judgment		\$986.79		Amount Paid	\$0.00
Notice & Demand	\$175.00	Complaint		Say		\$0.00		Date	
Tract Search	\$40.00	Trial		Writ		\$0.00		Date Closed	
Review Search	\$35.00	Continuance				\$986.79			
Postage	\$6.11								
Other Charge	\$0.00								
Total	\$986.79								

Comments:

10/18/2013(VER) Review breakdown received and open new file: create spreadsheet and order tract search. 10/18/2013(MER) Receive and review tract book search; prepare end send notice and demand.

415

Bankruptcy: Cases - The Dana Point Condominium Association as of 11/13/2013 # 212005 - Cook County
 Ray, Lisette

1405 East Central Road Unit 204A Magdalena Joanna Kuczek Rafał Wladyslaw Kuczek	7 Filed: 09/03/2013	File No: 212005-035	Case No: 13 B 35083	Related Cases: FE-025	Opposing Counsel: None Recorded
Case Dates:					
Proof of Claim Filed		Amounts		Date Closed	
Creditor's Meeting		Proof of Claim Amount		\$0.00	
Motion to Modify		Amount Paid (See Payments)		\$0.00	
Anticipated Discharge		Remaining Balance		\$0.00	

Pending Motions.

Comments:

09/10/2013(FER) Review notice of commencement: open new file and create spreadsheet: docket deadline to file; draft first letter to manager re authorization to proceed.
 09/10/2013(JAS) Review notice of new Chapter 7 bankruptcy and monitoring of docket; communications with client regarding status. 09/10/2013(JAS) E-mails with manager regarding bankruptcy and unit was foreclosed and sold. discharge will be entered and they cannot pursue former owner. 10/13/2013(JAS) Review bankruptcy docket, no new status

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DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD.

85 WEST ALGONQUIN ROAD, SUITE 420
ARLINGTON HEIGHTS, IL 60005
Phone: (847) 593-5595 - Fax: (847) 593-5632
Website: www.dicklerlaw.com

WRITER'S DIRECTE-MAIL
Sandy@dicklerlaw.com
WRITER'S DIRECT EXTENSION
x206

October 18, 2013

Ms. Lisette Ray
Management Office
1519 E. Central Road
Arlington Heights, IL 60005

Re: THE DANA POINT CONDOMINIUM ASSOCIATION
vs. Howard S. Weiss, Victor Weiss and Sylvia Weiss
1615 East Central Road, Unit 221C
Our File No. 212005.040

Dear Ms. Ray:

Enclosed please find a copy of the Notice and Demand Letter we sent today to the above-referenced delinquent unit owner(s) to initiate Forcible Entry and Detainer procedures pursuant to your request. We confirm your representation as agent or officer that the Association intends to file suit to collect the amount noted in the Notice & Demand letter at the end of the 35 day period and your direction to us to file suit in this matter.

HOWEVER, AT THE END OF THE THIRTY-FIVE (35) DAY PERIOD SPECIFIED IN THE NOTICE, WE MAY CONTACT YOU TO RECONFIRM THAT WE ARE TO PROCEED AS DIRECTED TO FILE A FORCIBLE ENTRY AND DETAINER ACTION.

If you have questions or comment with regard to this matter, please do not hesitate to contact the undersigned.

Very truly yours,
DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD.

Sandra T. Kahn (digitally signed)

Encl.

F:\CLIENT\Dana Point\FE\040.LT.131018.N&D.wpd

48

NOTICE AND DEMAND

October 18, 2013

Our File No.: 212005.040

Howard S. Weiss, Owner
Victor Weiss, Owner
Sylvia Weiss, Owner
1615 East Central Road, Unit 221C
Arlington Heights, IL 60005

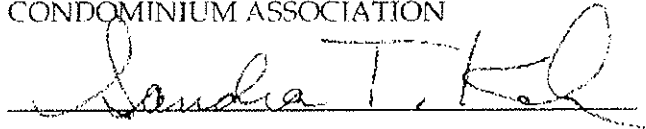
THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This is your **Notice and Demand** that for the period from April 18, 2013 to October 17, 2013 there is due to the BOARD OF MANAGERS OF THE DANA POINT CONDOMINIUM ASSOCIATION sum of **\$2,015.07** for the unit and unit owner(s) proportionate share of the common expenses which may include late charges, repair and maintenance charges, administrative expenses, fines, attorneys' fees, court costs and other charges and expenses charged to and added to your share of the common expenses at the direction of said Association's Board, during the period identified for the premises commonly known as:

1615 East Central Road, Unit 221C, Arlington Heights, IL 60005

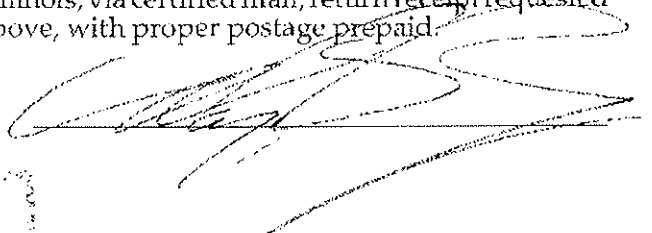
In accordance with the Code of Civil Procedure, 735 ILCS 5/9-101 et seq., and in particular, Sections 5/9-104.1, 5/9-106.1 and 5/9-111 and Section 9.2 of the Illinois Condominium Property Act, this is a **Notice and Demand** that you must pay the full amount set forth above within thirty-five (35) days from the date of this **Notice and Demand**. If you do not pay the full amount set forth above within the time period, a lawsuit will be initiated to terminate your right to possession of the unit noted. You must pay the full amount noted to the law firm of DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD., 85 W. Algonquin Road, Suite 420, Arlington Heights, Illinois 60005. **ONLY FULL PAYMENT OF ALL AMOUNTS DEMANDED IN THIS NOTICE WILL INVALIDATE THE DEMAND UNLESS THE PERSON CLAIMING POSSESSION OR HIS OR HER AGENT OR ATTORNEY, AGREES IN WRITING TO WITHDRAW THE DEMAND IN EXCHANGE FOR RECEIVING PARTIAL PAYMENT.**

BOARD OF MANAGERS OF THE DANA POINT
CONDOMINIUM ASSOCIATION

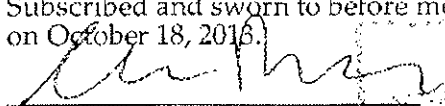


PROOF OF SERVICE

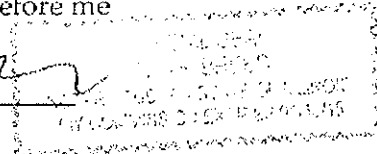
The undersigned, being first duly sworn on oath, deposes and states that she served a copy of the foregoing by enclosing same in an envelope addressed to the above party at the above address and depositing same in the U.S. Mail at Arlington Heights, Illinois, via certified mail, return receipt requested and regular mail before 5:00 P.M. on the date noted above, with proper postage prepaid.



Subscribed and sworn to before me
on October 18, 2013.



Notary Public



NOTICE OF DEBT

October 18, 2013

Our File No.: 212005.040

Howard S. Weiss, Owner
Victor Weiss, Owner
Sylvia Weiss, Owner
1615 East Central Road, Unit 221C
Arlington Heights, IL 60005

AMOUNT OF DEBT: \$2,015.07

CREDITOR: Board of Managers of THE DANA POINT CONDOMINIUM ASSOCIATION

This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

If you want to resolve this matter without further action, you must pay the above amount due within thirty-five (35) days from the date of the Notice and Demand. If you do not make full payment within thirty-five (35) days from the date of the Notice and Demand, we will be entitled to file a lawsuit to seek to terminate your right to possession of the unit identified above when the thirty-five (35) day Notice and Demand period is over. We will not proceed until that thirty-five (35) day Notice and Demand period is over.

Federal law gives you thirty (30) days after you receive this notice to dispute the validity of the debt or any part of it. Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office within thirty (30) days from receiving this notice that the debt, or any portion thereof, is disputed, this office will: obtain verification of the debt or obtain a copy of the judgment and mail you a copy of such judgment or verification. If you request this office within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

The law does not require that we wait until the end of the thirty (30) day period from the time you receive this Notice of Debt before proceeding with further action to collect this debt, if thirty-five (35) days from the date of the Notice and Demand has already passed. After thirty-five (35) from the date of the Notice and Demand, we can proceed with further action. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of this notice, the law requires that we suspend our efforts to collect the debt (through litigation or otherwise) until we mail you the requested information.

BY: DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD.
85 W. ALGONQUIN RD. - SUITE #420
ARLINGTON HEIGHTS, IL 60005
(847) 593-5595

50

212005.040

10/17/2013

Lieberman Management Services, Inc.

10:00 AM

Prepared By: LMS

Occupant Ledger

Unit Reference Number:	00-0554-F221 01	Occupant Type:	Current
Property Name:	THE DANA POINT CONDOMINIUM ASSOCIATION		
Name:	Victor and Sylvia Weiss		
Address:	1615 E Central Rd 221C	Unit Number:	F221
City, State, Zip:	Arlington Hgts IL 60005		

Bill To: V. & S. Weiss or H. S Weiss
1615 E Central Rd 221C
Arlington Hgts, IL 60006

Account Balance: \$1,758.96

Notice & Demand \$175.00

Tract Book Search \$40.00

Review Tract Search \$35.00

Certified Postage \$ 6.11TOTAL \$ 2,015.07

Date Printed: 10/17/2013

Charge Schedule							
Charge Code	Charge Description	Charge Frequency	Start Date	Stop Date	Current Charge Amount	Increase Date	New Amount
AM	Monthly Assessment	MO	01/01/2013	12/31/2013	466.32	N/A	N/A

Chronological History					
Date	Code	Description	Chg. Amount	Adj. / Credit Amount	Balance
10/16/2013	Chg LF	Late Fee	25.00		1,758.96
10/01/2013	Chg AM	Monthly Assessment	466.32		1,733.96
09/17/2013	Chg LF	Late Fee	25.00		1,267.64
09/01/2013	Chg AM	Monthly Assessment	466.32		1,242.64
08/16/2013	Chg LF	Late Fee	25.00		776.32
08/01/2013	Chg AM	Monthly Assessment	466.32		751.32
07/03/2013	Chg VI	No Insurance on file 7/1/13	250.00		285.00
07/01/2013	Chg AM	Monthly Assessment	466.32		35.00
06/03/2013	Chg lg	Tract Search 4/22/18	256.11		-431.32
06/01/2013	Chg AM	Monthly Assessment	466.32		-687.43
05/23/2013	PY	Lckbx Pmt 0003654		-466.32	-1,153.75
05/23/2013	PY	Lckbx Pmt 0003654		-466.32	-687.43
05/23/2013	PY	Lckbx Pmt 0003654		-466.32	-221.11
05/17/2013	PY	Lckbx Pmt 0008907		-2,171.39	245.21
05/16/2013	Chg LF	Late Fee	25.00		2,416.60
05/13/2013	Chg CP	Rpicmnt Coupon Book	10.00		2,391.60
05/01/2013	Chg AM	Monthly Assessment	466.32		2,381.60
04/16/2013	Chg LF	Late Fee	25.00		1,915.28
04/01/2013	Chg AM	Monthly Assessment	466.32		1,890.28
03/18/2013	Chg LF	Late Fee	25.00		1,423.96
03/01/2013	Chg AM	Monthly Assessment	466.32		1,398.96
02/01/2013	Chg AM	Monthly Assessment	466.32		932.64
01/01/2013	Chg AM	Monthly Assessment	466.32		466.32

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DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD.

85 WEST ALGONQUIN ROAD, SUITE 420
ARLINGTON HEIGHTS, IL 60005
Phone: (847) 593-5595 - Fax: (847) 593-5632
Website: www.dicklerlaw.com

WRITER'S DIRECTE-MAIL
Sandy@dicklerlaw.com
WRITER'S DIRECT EXTENSION
x206

October 18, 2013

Ms. Lisette Ray
Management Office
1519 E. Central Road
Arlington Heights, IL 60005

Re: THE DANA POINT CONDOMINIUM ASSOCIATION
vs. Jerome P. Weiss - 1415 East Central Road, Unit 109B
Our File No. 212005.039

Dear Ms. Ray:

Enclosed please find a copy of the Notice and Demand Letter we sent today to the above-referenced delinquent unit owner(s) to initiate Forcible Entry and Detainer procedures pursuant to your request. We confirm your representation as agent or officer that the Association intends to file suit to collect the amount noted in the Notice & Demand letter at the end of the 35 day period and your direction to us to file suit in this matter.

HOWEVER, AT THE END OF THE THIRTY-FIVE (35) DAY PERIOD SPECIFIED IN THE NOTICE, WE MAY CONTACT YOU TO RECONFIRM THAT WE ARE TO PROCEED AS DIRECTED TO FILE A FORCIBLE ENTRY AND DETAINER ACTION.

If you have questions or comment with regard to this matter, please do not hesitate to contact the undersigned.

Very truly yours,
DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD.

Sandra T. Kahn (digitally signed)

Encl.

F:\CLIENT\Dana Point\FE\039.LT.131018.N&D.wpd

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NOTICE AND DEMAND

October 18, 2013

Our File No.: 212005.039

Jerome P. Weiss, Owner
1615 E. Central Road, Unit 221C
Arlington Heights, IL 60005

THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This is your **Notice and Demand** that for the period from April 18, 2013 to October 17, 2013 there is due to the BOARD OF MANAGERS OF THE DANA POINT CONDOMINIUM ASSOCIATION sum of **\$1,548.75** for the unit and unit owner(s) proportionate share of the common expenses which may include late charges, repair and maintenance charges, administrative expenses, fines, attorneys' fees, court costs and other charges and expenses charged to and added to your share of the common expenses at the direction of said Association's Board, during the period identified for the premises commonly known as:

1415 East Central Road, Unit 109B
Arlington Heights, IL 60005

In accordance with the Code of Civil Procedure, 735 ILCS 5/9-101 et seq., and in particular, Sections 5/9-104.1, 5/9-106.1 and 5/9-111 and Section 9.2 of the Illinois Condominium Property Act, this is a **Notice and Demand** that you must pay the full amount set forth above within thirty-five (35) days from the date of this **Notice and Demand**. If you do not pay the full amount set forth above within the time period, a lawsuit will be initiated to terminate your right to possession of the unit noted. You must pay the full amount noted to the law firm of DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD., 85 W. Algonquin Road, Suite 420, Arlington Heights, Illinois 60005. ONLY FULL PAYMENT OF ALL AMOUNTS DEMANDED IN THIS NOTICE WILL INVALIDATE THE DEMAND UNLESS THE PERSON CLAIMING POSSESSION OR HIS OR HER AGENT OR ATTORNEY AGREES IN WRITING TO WITHDRAW THE DEMAND IN EXCHANGE FOR RECEIVING PARTIAL PAYMENT.

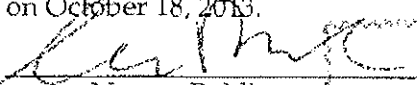
BOARD OF MANAGERS OF THE DANA POINT
CONDOMINIUM ASSOCIATION



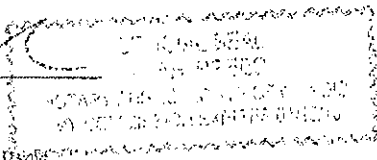
PROOF OF SERVICE

The undersigned, being first duly sworn on oath, deposes and states that she served a copy of the foregoing by enclosing same in an envelope addressed to the above party at the above address and depositing same in the U.S. Mail at Arlington Heights, Illinois, via certified mail, return receipt requested and regular mail before 5:00 P.M. on the date noted above, with proper postage prepaid.

Subscribed and sworn to before me
on October 18, 2013.



Notary Public



By: CLIENT\ Dana Point\ PF108\ 17131018 N&D\ JPM

53

NOTICE OF DEBT

October 18, 2013

Our File No.: 212005.039

Jerome P. Weiss, Owner
1615 E. Central Road, Unit 221C
Arlington Heights, IL 60005

AMOUNT OF DEBT: \$1,548.75

CREDITOR: Board of Managers of THE DANA POINT CONDOMINIUM ASSOCIATION

This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

If you want to resolve this matter without further action, you must pay the above amount due within thirty-five (35) days from the date of the Notice and Demand. If you do not make full payment within thirty-five (35) days from the date of the Notice and Demand, we will be entitled to file a lawsuit to seek to terminate your right to possession of the unit identified above when the thirty-five (35) day Notice and Demand period is over. We will not proceed until that thirty-five (35) day Notice and Demand period is over.

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BY: DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD.
85 W. ALGONQUIN RD. - SUITE #420
ARLINGTON HEIGHTS, IL 60005
(847) 593-5595

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212005.039

10/17/2013

Lieberman Management Services, Inc.

10:06 AM

Prepared By: LMS

Occupant Ledger

Unit Reference Number:	00-0554-B109 01	Occupant Type:	Current
Property Name:	THE DANA POINT CONDOMINIUM ASSOCIATION		
Name:	Jerome Weiss		
Address:	1415 E Central Rd 109B	Unit Number:	B109
City, State, Zip:	Arlington Hgts IL 60005		

Bill To: Jerome Weiss
 (RE: 1415 E Central Rd 109B)
 1615 E Central Road 221C
 Arlington Hgts, IL 60005

Account Balance: \$1,292.64

Notice & Demand \$175.00

Tract Book Search \$40.00

Review Tract Search \$35.00

Certified Postage \$ 6.11

TOTAL \$ 1,548.75

Date Printed: 10/17/2013

Charge Schedule						
Charge Code	Charge Description	Charge Frequency	Start Date	Stop Date	Current Charge Amount	Increase Date
AM	Monthly Assessment	MO	01/01/2013	12/31/2013	310.88	N/A

Chronological History					
Date	Code	Description	Chg. Amount	Adj. / Credit Amount	Balance
10/16/2013	Chg LF	Late Fee	25.00		1,292.64
10/01/2013	Chg AM	Monthly Assessment	310.88		1,267.64
09/17/2013	Chg LF	Late Fee	25.00		956.76
09/01/2013	Chg AM	Monthly Assessment	310.88		931.76
08/16/2013	Chg LF	Late Fee	25.00		620.88
08/08/2013	Chg VI	No Insurance 8-1-2013	250.00		595.88
08/01/2013	Chg AM	Monthly Assessment	310.88		345.88
07/01/2013	Chg AM	Monthly Assessment	310.88		35.00
06/03/2013	Chg LG	Tract Search 4/22/18	256.11		-275.88
06/01/2013	Chg AM	Monthly Assessment	310.88		-531.99
05/23/2013	PY	Lckbx Pmt 0002719		-310.88	-842.87
05/23/2013	PY	Lckbx Pmt 0002719		-310.88	-531.99
05/23/2013	PY	Lckbx Pmt 0002719		-310.88	-221.11
05/17/2013	PY	Lckbx Pmt 0008906		-1,123.11	89.77
05/16/2013	Chg LF	Late Fee	25.00		1,212.88
05/13/2013	Chg CP	Rpicmnt Coupon Book	10.00		1,187.88
05/01/2013	Chg AM	Monthly Assessment	310.88		1,177.88
04/16/2013	Chg LF	Late Fee	25.00		867.00
04/01/2013	Chg AM	Monthly Assessment	310.88		842.00
03/18/2013	Chg LF	Late Fee	25.00		531.12
03/01/2013	Chg AM	Monthly Assessment	310.88		506.12
02/01/2013	Chg AM	Monthly Assessment	310.88		195.24
01/25/2013	Cr AM	Prev Agmt BF-AM	-426.52		-115.64
01/01/2013	Chg AM	Monthly Assessment	310.88		310.88



DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD.

85 WEST ALGONQUIN ROAD, SUITE 420
ARLINGTON HEIGHTS, IL 60005
Phone: (847) 593-5595 - Fax: (847) 593-5632
Website: www.dicklerlaw.com

WRITER'S DIRECTE-MAIL
Sandy@dicklerlaw.com
WRITER'S DIRECT EXTENSION
x206

October 21, 2013

Ms. Lisette Ray
Management Office
1519 E. Central Road
Arlington Heights, IL 60005

Re: THE DANA POINT CONDOMINIUM ASSOCIATION
vs. Ivelin D. Miankov & Vessela S. Miankova - 1405 E. Central Rd., Unit 415B
Our File No. 212005.041

Dear Ms. Ray:

Enclosed please find a copy of the Notice and Demand Letter we sent today to the above-referenced delinquent unit owner(s) to initiate Forcible Entry and Detainer procedures pursuant to your request. We confirm your representation as agent or officer that the Association intends to file suit to collect the amount noted in the Notice & Demand letter at the end of the 35 day period and your direction to us to file suit in this matter.

HOWEVER, AT THE END OF THE THIRTY-FIVE (35) DAY PERIOD SPECIFIED IN THE NOTICE, WE MAY CONTACT YOU TO RECONFIRM THAT WE ARE TO PROCEED AS DIRECTED TO FILE A FORCIBLE ENTRY AND DETAINER ACTION.

If you have questions or comment with regard to this matter, please do not hesitate to contact the undersigned.

Very truly yours,
DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD.

Sandra T. Kahn (digitally signed)

Encl.

F:\CLIENT\Dana Point\FEX041.LT.131021.N&D.wpd

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NOTICE AND DEMAND

October 21, 2013

Our File No.: 212005.041

Ivelin D. Miankov, Owner
Vessela S. Miankova, Owner
1405 East Central Road, Unit 415B
Arlington Heights, IL 60005

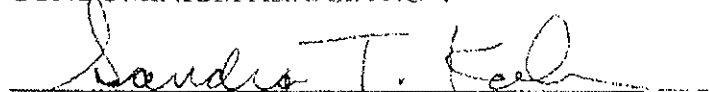
THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This is your **Notice and Demand** that for the period from January 25, 2013 to October 17, 2013 there is due to the BOARD OF MANAGERS OF THE DANA POINT CONDOMINIUM ASSOCIATION sum of **\$986.79** for the unit and unit owner(s) proportionate share of the common expenses which may include late charges, repair and maintenance charges, administrative expenses, fines, attorneys' fees, court costs and other charges and expenses charged to and added to your share of the common expenses at the direction of said Association's Board, during the period identified for the premises commonly known as:

1405 East Central Road, Unit 415B, Arlington Heights, IL 60005

In accordance with the Code of Civil Procedure, 735 ILCS 5/9-101 et seq., and in particular, Sections 5/9-104.1, 5/9-106.1 and 5/9-111 and Section 9.2 of the Illinois Condominium Property Act, this is a **Notice and Demand** that you must pay the full amount set forth above within thirty-five (35) days from the date of this **Notice and Demand**. If you do not pay the full amount set forth above within the time period, a lawsuit will be initiated to terminate your right to possession of the unit noted. You must pay the full amount noted to the law firm of DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD., 85 W. Algonquin Road, Suite 420, Arlington Heights, Illinois 60005. ONLY FULL PAYMENT OF ALL AMOUNTS DEMANDED IN THIS NOTICE WILL INVALIDATE THE DEMAND UNLESS THE PERSON CLAIMING POSSESSION OR HIS OR HER AGENT OR ATTORNEY AGREES IN WRITING TO WITHDRAW THE DEMAND IN EXCHANGE FOR RECEIVING PARTIAL PAYMENT.

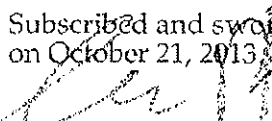
BOARD OF MANAGERS OF THE DANA POINT
CONDOMINIUM ASSOCIATION



PROOF OF SERVICE

The undersigned, being first duly sworn on oath, deposes and states that she served a copy of the foregoing by enclosing same in an envelope addressed to the above party at the above address and depositing same in the U.S. Mail at Arlington Heights, Illinois, via certified mail, return receipt requested and regular mail before 5:00 P.M. on the date noted above, with proper postage prepaid.

Subscribed and sworn to before me
on October 21, 2013.


Notary Public

NOTICE OF DEBT

October 21, 2013

Our File No.: 212005.041

Ivelin D. Miankov, Owner
Vessela S. Miankova, Owner
1405 East Central Road, Unit 415B
Arlington Heights, IL 60005

AMOUNT OF DEBT: \$986.79

CREDITOR: Board of Managers of THE DANA POINT CONDOMINIUM ASSOCIATION

This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

If you want to resolve this matter without further action, you must pay the above amount due within thirty-five (35) days from the date of the Notice and Demand. If you do not make full payment within thirty-five (35) days from the date of the Notice and Demand, we will be entitled to file a lawsuit to seek to terminate your right to possession of the unit identified above when the thirty-five (35) day Notice and Demand period is over. We will not proceed until that thirty-five (35) day Notice and Demand period is over.

Federal law gives you thirty (30) days after you receive this notice to dispute the validity of the debt or any part of it. Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office within thirty (30) days from receiving this notice that the debt, or any portion thereof, is disputed, this office will: obtain verification of the debt or obtain a copy of the judgment and mail you a copy of such judgment or verification. If you request this office within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

The law does not require that we wait until the end of the thirty (30) day period from the time you receive this Notice of Debt before proceeding with further action to collect this debt, if thirty-five (35) days from the date of the Notice and Demand has already passed. After thirty-five (35) from the date of the Notice and Demand, we can proceed with further action. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of this notice, the law requires that we suspend our efforts to collect the debt (through litigation or otherwise) until we mail you the requested information.

BY: DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD.
85 W. ALGONQUIN RD. - SUITE #420
ARLINGTON HEIGHTS, IL 60005
(847) 593-5595

58

212005.041

10/17/2013

Lieberman Management Services, Inc.

10:08 AM

Prepared By: LMS

Occupant Ledger

Unit Reference Number:	00-0554-A415 01	Occupant Type:	Current
Property Name:	THE DANA POINT CONDOMINIUM ASSOCIATION		
Name:	Ivelin Miankov		
Address:	1405 E Central Rd 415B	Unit Number:	A415
City, State, Zip:	Arlington Hghts IL 60005		

Bill To: Ivelin D Miankov or Vessela S Miankova
1405 E Central Rd 415B
Arlington Heights, IL 60005

Account Balance: \$730.68

Notice & Demand \$175.00

Tract Book Search \$40.00

Review Tract Search \$35.00

Certified Postage \$ 6.11

TOTAL \$ 986.79

Date Printed: 10/17/2013

Charge Schedule							
Charge Code	Charge Description	Charge Frequency	Start Date	Stop Date	Current Charge Amount	Increase Date	New Amount
AM	Monthly Assessment	MO	01/01/2013	12/31/2013	356.41	N/A	N/A

Chronological History					
Date	Code	Description	Chg. Amount	Adj. / Credit Amount	Balance
10/16/2013	Chg LF	Late Fee	25.00		730.68
10/15/2013	PY	Lckbx Pmt 1414862		-360.00	705.68
10/01/2013	Chg AM	Monthly Assessment	356.41		1,065.68
09/17/2013	Chg LF	Late Fee	25.00		709.27
09/16/2013	PY	Lckbx Pmt 6575862		-360.00	684.27
09/01/2013	Chg AM	Monthly Assessment	356.41		1,044.27
08/16/2013	Chg LF	Late Fee	25.00		687.86
08/14/2013	PY	Lckbx Pmt 0001115		-350.41	662.86
08/01/2013	Chg AM	Monthly Assessment	356.41		1,023.27
07/17/2013	Chg LF	Late Fee	25.00		666.86
07/17/2013	PY	Lckbx Pmt 0001747		-360.00	641.86
07/01/2013	Chg AM	Monthly Assessment	356.41		1,001.86
06/18/2013	Chg LF	Late Fee	25.00		645.45
06/17/2013	PY	Lckbx Pmt 0001112		-400.00	620.45
06/03/2013	PY	Lckbx Pmt 0001744		-25.00	1,020.45
06/01/2013	Chg AM	Monthly Assessment	356.41		1,045.45
05/31/2013	Chg KE	Garage kee #55 for owner	25.00		689.04
05/17/2013	PY	Lckbx Pmt 0001110		-400.00	664.04
05/16/2013	Chg LF	Late Fee	25.00		1,064.04
05/01/2013	Chg AM	Monthly Assessment	356.41		1,039.04
04/16/2013	Chg LF	Late Fee	25.00		682.83
04/15/2013	PY	Lckbx Pmt 00110		-360.00	657.63
04/04/2013	PY	Lckbx Pmt 00110		-360.00	1,017.63
04/01/2013	Chg AM	Monthly Assessment	356.41		1,377.63
03/18/2013	Chg LF	Late Fee	25.00		1,021.22
03/01/2013	Chg AM	Monthly Assessment	356.41		996.22
02/25/2013	PY	Lckbx Pmt 00110		-400.00	639.81
02/01/2013	Chg AM	Monthly Assessment	356.41		1,039.81
01/28/2013	PY	Lckbx Pmt 00109		-250.00	683.40
01/25/2013	Chg AM	Prev Agnt BF-AM	858.40		933.40
01/25/2013	Chg LT	Prev Agnt BF-LT	75.00		75.00
01/16/2013	PY	Lckbx Pmt 00110		-356.41	0.00
01/01/2013	Chg AM	Monthly Assessment	356.41		356.41

501



DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD.

85 WEST ALGONQUIN ROAD, SUITE 420
ARLINGTON HEIGHTS, IL 60005
Phone: (847) 593-5595 - Fax: (847) 593-5632
Website: www.dicklerlaw.com

WRITER'S DIRECT E-MAIL
Sandy@dicklerlaw.com
WRITER'S DIRECT EXTENSION
x206

October 28, 2013

Ms. Genie S. Uli
1415 E. Central Road, #301A
Arlington Heights, IL 60005

Re: Dana Point Condominium Association
1415 E. Central Road, Unit 301A
Our File No. 212005.000

Dear Ms. Uli:

This firm represents the Dana Point Condominium Association. The Board of Managers has asked us to respond to your letter to the Regional Director dated October 21, 2013.

Contrary to your assertions, you have been provided with a copy of the Association's proposed budget for 2014 and you included a copy of it with your letter to the Regional Director. The proposed budget that was sent to you complies with the requirements of the Illinois Condominium Property Act. Your assertions of what you believe should be included in the proposed budget are incorrect. There is no requirement that explanations of the line items be included. The document that you received is the document that was approved by the Board to be distributed to the unit owners. The documents you received satisfy the requirements of the Association's governing documents and the Illinois Condominium Property Act. The itemized accounting of the expenses of last year will be sent to you before the annual meeting in January once the year-end financials have been completed.

There is no obligation for the property manager to answer each individual unit owner's questions about the proposed budget prior to the meeting. These questions should be asked at the meeting called for the purpose of adopting the budget. However, Ms. Ray has indicated that if you contact her, she will answer your questions.

Sincerely,

DICKLER, KAHN, SLOWIKOWSKI & ZAVELL, LTD.

Sandra T. Kahn

cc: L. Ray
M. Gasior

F:\CLIENT\Dana Point Letter\000117\0131023 Uli re Budget.wpd

lms lieberman management services

November 4, 2013

Reva Hackin or Irving Hackin
(Re:1405 E Central Rd 120C)
1893 S Ocean Dr
Hallendale, FL 33009 0554

RE: THE DANA POINT CONDOMINIUM
ASSOCIATION

Dear Reva Hackin or Irving Hackin:

This is an attempt to collect a debt and any information obtained will be used for that purpose.
According to our records, your account with the above-referenced Association is currently 30 days past due.

The total amount now due (includes past and current month's assessments): \$1,368.89

Please disregard this notice if you have already paid your account balance. However, if this claim or any portion of this claim is disputed, you must notify us in writing within ten (10) days of the date of this letter indicating the nature of the dispute.

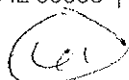
- 1) If you do not indicate a dispute in writing within 10 days, we will assume the debt to be valid.
- 2) If you indicate a dispute, we will provide you with verification of the debt.
- 3) If you do not contact us or pay the above amount, your account may be referred to the Association's legal counsel for further collection procedures.
- 4) You will be responsible for attorney's fees and collection costs incurred by the Association.

You may quickly and easily pay this balance due and avoid further late fees by paying on-line through our secure eSTAR website. You have the option to pay the balance with an electronic check or credit card and have your payment posted in three business days using this fee based payment service. If you are not a registered user, please call Resident Services at 847-459-0000 or 312-202-9300 for assistance.

Should your account be turned over to a legal firm or collection agency, any eDEBIT enrollment will be cancelled. You may contact our Resident Services Department to enroll or re-enroll in our automatic payment program at 847-459-0000 or 312-202-9300 when your account is current.

Sincerely,

LIEBERMAN MANAGEMENT SERVICES INC. as
Agent



lms lieberman management services

November 4, 2013

Howard Chason
(Re: 1405 E Central Rd 314B)
1425 Sage Dr
Bolingbrook, IL 60490

0554

RE: THE DANA POINT CONDOMINIUM
ASSOCIATION

Dear Howard Chason:

This is an attempt to collect a debt and any information obtained will be used for that purpose.
According to our records, your account with the above-referenced Association is currently 30 days past due.

The total amount now due (includes past and current month's assessments): **\$834.82**

Please disregard this notice if you have already paid your account balance. However, if this claim or any portion of this claim is disputed, you must notify us in writing within ten (10) days of the date of this letter indicating the nature of the dispute.

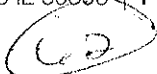
- 1) If you do not indicate a dispute in writing within 10 days, we will assume the debt to be valid.
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- 4) You will be responsible for attorney's fees and collection costs incurred by the Association.

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Sincerely,

LIEBERMAN MANAGEMENT SERVICES INC. as
Agent



lms lieberman management services

November 4, 2013

Deborah Whiteside
1415 E Central Rd 103A
Arlington Heights, IL 60005 0554

RE: THE DANA POINT CONDOMINIUM
ASSOCIATION

Dear Deborah Whiteside:

This is an attempt to collect a debt and any information obtained will be used for that purpose.
According to our records, your account with the above-referenced Association is currently 30 days past due.

The total amount now due (includes past and current month's assessments): \$694.16

Please disregard this notice if you have already paid your account balance. However, if this claim or any portion of this claim is disputed, you must notify us in writing within ten (10) days of the date of this letter indicating the nature of the dispute.

- 1) If you do not indicate a dispute in writing within 10 days, we will assume the debt to be valid.
- 2) If you indicate a dispute, we will provide you with verification of the debt.
- 3) If you do not contact us or pay the above amount, your account may be referred to the Association's legal counsel for further collection procedures.
- 4) You will be responsible for attorney's fees and collection costs incurred by the Association.

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Should your account be turned over to a legal firm or collection agency, any eDEBIT enrollment will be cancelled. You may contact our Resident Services Department to enroll or re-enroll in our automatic payment program at 847-459-0000 or 312-202-9300 when your account is current.

Sincerely,

LIEBERMAN MANAGEMENT SERVICES INC. as
Agent

63

lms lieberman management services

November 4, 2013

Tadeusz Wiczowski
(Re:1415 E Central Rd 403A)
1605 E Central Rd 313B
Arlington Heights, IL 60005 0554

RE: THE DANA POINT CONDOMINIUM
ASSOCIATION

Dear Tadeusz Wiczowski:

This is an attempt to collect a debt and any information obtained will be used for that purpose.
According to our records, your account with the above-referenced Association is currently 30 days past due.

The total amount now due (includes past and current month's assessments): \$874.18

Please disregard this notice if you have already paid your account balance. However, if this claim or any portion of this claim is disputed, you must notify us in writing within ten (10) days of the date of this letter indicating the nature of the dispute.

- 1) If you do not indicate a dispute in writing within 10 days, we will assume the debt to be valid.
- 2) If you indicate a dispute, we will provide you with verification of the debt.
- 3) If you do not contact us or pay the above amount, your account may be referred to the Association's legal counsel for further collection procedures.
- 4) You will be responsible for attorney's fees and collection costs incurred by the Association.

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Sincerely,

LIEBERMAN MANAGEMENT SERVICES INC. as
Agent

6.4

lms lieberman management services

November 4, 2013

Janice Northcott
(RE: 1505 E Central Rd 212B)
1515 E Central Rd 319C
Arlington Hts, IL 60005

0554

RE: THE DANA POINT CONDOMINIUM
ASSOCIATION

Dear Janice Northcott:

This is an attempt to collect a debt and any information obtained will be used for that purpose.
According to our records, your account with the above-referenced Association is currently 30 days past due.

The total amount now due (includes past and current month's assessments): \$817.21

Please disregard this notice if you have already paid your account balance. However, if this claim or any portion of this claim is disputed, you must notify us in writing within ten (10) days of the date of this letter indicating the nature of the dispute.

- 1) If you do not indicate a dispute in writing within 10 days, we will assume the debt to be valid.
- 2) If you indicate a dispute, we will provide you with verification of the debt.
- 3) If you do not contact us or pay the above amount, your account may be referred to the Association's legal counsel for further collection procedures.
- 4) You will be responsible for attorney's fees and collection costs incurred by the Association.

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Should your account be turned over to a legal firm or collection agency, any eDEBIT enrollment will be cancelled. You may contact our Resident Services Department to enroll or re-enroll in our automatic payment program at 847-459-0000 or 312-202-9300 when your account is current.

Sincerely,

LIEBERMAN MANAGEMENT SERVICES INC. as
Agent

65

ims lieberman management services

November 4, 2013

Kathryn Konieczka
1605 E Central Rd 112B
Arlington Heights, IL 60005 0554

RE: THE DANA POINT CONDOMINIUM
ASSOCIATION

Dear Kathryn Konieczka:

This is an attempt to collect a debt and any information obtained will be used for that purpose.
According to our records, your account with the above-referenced Association is currently 30 days past due.

The total amount now due (includes past and current month's assessments): **\$790.98**

Please disregard this notice if you have already paid your account balance. However, if this claim or any portion of this claim is disputed, you must notify us in writing within ten (10) days of the date of this letter indicating the nature of the dispute.

- 1) If you do not indicate a dispute in writing within 10 days, we will assume the debt to be valid.
- 2) If you indicate a dispute, we will provide you with verification of the debt.
- 3) If you do not contact us or pay the above amount, your account may be referred to the Association's legal counsel for further collection procedures.
- 4) You will be responsible for attorney's fees and collection costs incurred by the Association.

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Should your account be turned over to a legal firm or collection agency, any eDEBIT enrollment will be cancelled. You may contact our Resident Services Department to enroll or re-enroll in our automatic payment program at 847-459-0000 or 312-202-9300 when your account is current.

Sincerely,

LIEBERMAN MANAGEMENT SERVICES INC. as
Agent

Loe

ims lieberman management services

November 4, 2013

Susan Lynch
1605 E Central Rd 403A
Arlington Heights, IL 60005 0554

RE: THE DANA POINT CONDOMINIUM
ASSOCIATION

Dear Susan Lynch:

This is an attempt to collect a debt and any information obtained will be used for that purpose.
According to our records, your account with the above-referenced Association is currently 30 days past due.

The total amount now due (includes past and current month's assessments): \$761.27

Please disregard this notice if you have already paid your account balance. However, if this claim or any portion of this claim is disputed, you must notify us in writing within ten (10) days of the date of this letter indicating the nature of the dispute.

- 1) If you do not indicate a dispute in writing within 10 days, we will assume the debt to be valid.
- 2) If you indicate a dispute, we will provide you with verification of the debt.
- 3) If you do not contact us or pay the above amount, your account may be referred to the Association's legal counsel for further collection procedures.
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Should your account be turned over to a legal firm or collection agency, any eDEBIT enrollment will be cancelled. You may contact our Resident Services Department to enroll or re-enroll in our automatic payment program at 847-459-0000 or 312-202-9300 when your account is current.

Sincerely,

LIEBERMAN MANAGEMENT SERVICES INC. as
Agent

(Signature)

Dana Point Violations Summary

Page #	Address	Violation Type	Previous Action	Warning/Violation	Date Sent	Response	Hearing	Determination
	1405 #112	Bird House and feeder on patio/noted during inspection	None	1st Violation	10/28/2013	Owner denied, photo provided	No	
	1405 #315	Stored items in garage space 18B/noted during inspection	None	1st Violation	10/28/2013	No response	No	
	1405 #119	Brooms on both patios/noted during inspection	None	1st Violation	10/28/2013	Owner responded, brooms removed	No	
	1405 #219	Broom on balcony/noted during inspection	Previous warning 5/1/13	1st Violation	10/28/2013	Owner denied,	No	
	1405 #108	Oil leak in space #16A/notd during inspection	None	1st Violation	10/28/2013	car serviced, oil cleaned	No	
	1515 #160	Inappropriate behaviour/complaint received	None	Warning	10/31/2013	Owner responded, denies swearing	No	
	1515 #260	Noise complaint received	None	Warning	10/31/2013	Owner responded via phone, purchased flooring with installed	No	
	1515 #362	Garbage/boxes left in Chute Room	None	1st Violation	11/1/2013	response deadline 11/15	No	

1405 #204	Bed frame on balcony/noted during inspection	None	1st violation	11/1/2013	Owner responded, item removed	No	
1505 #111	Complaint from #116 smoke in hallways and neighboring units	None	1st violation, requested receipt for air purifier, draft guards etc.	11/7/2013	response deadline 11/21	No	
1405 #316	Banging Balcony Door	None	1st violation	11/7/2013	response deadline 11/21	No	\$50 fine on 11/21/13
1505 #201	Storage of items in garage/noted during inspection	None	1st violation	11/9/2013	Owner removed	No	
1505 #208	Storage of items in garage/noted during inspection	None	1st violation	11/8/2013	response deadline 11/22	No	
1505 #202	Storage of items in garage/noted during inspection	None	1st violation	11/8/2013	response deadline 11/22	No	
1505 #212	Fluid leak in parking space/noted during inspection	None	1st violation	11/8/2013	response deadline 11/22	No	
1505 #102	Fluid leak in parking space/noted during inspection	None	1st violation		response deadline 11/22	No	
1515 #421	Battery stored in space/noted during inspection	None	1st violation		response deadline 11/22	No	
1505 #308	Storage of items in garage/noted during inspection	None	1st violation	11/8/2013	Owner responded, removed	No	
1605 #413	Vehicle parked in handicap looks rusted, does not move from space	None	1st violation		Owner responded, enclosed for BOD review	No	

DANA POINT VIOLATION HEARING REQUEST

Please complete and return to Management Office at 1519 E. Central Road, Arlington Heights, IL 60005

I/We RITTER, are/am in receipt of the Association's Violation
Notice dated 10/28/13

I have a copy or requested a copy of the Dana Point Condominium Association Rules & Regulations as adopted by the Board on March 30, 2009. In accordance with Section 28.3 of said Rules & Regulations, please accept this Request for Hearing Petition and notify me of the next scheduled Executive Session of the Board.

REQUEST HEARING (choose one) YES or ☒ NO

Whether or not you choose to request a Hearing, as the Owner(s), you have an opportunity to respond to the Violation Notice in a written statement below (attach additional sheets if necessary). Thank you.

MY UNIT IS ON THE 1ST FLOOR I HAVE A PATIO NOT
A BALCONY. YOU MUST HAVE ME CONFUSED
WITH ANOTHER TENANT?

I DO NOT HAVE, NEVER HAVE HAD, A BIRD HOUSE
OR FEEDER ON MY PATIO. ARE YOU GETTING
IT CONFUSED WITH THE OIL LAMP ON MY PATIO?

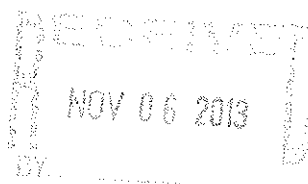
WE HAVE NO IDEA WHAT YOU ARE REFERRING
TO ON MY PATIO. THERE IS NO BIRD FEEDER.
HAVE NEVER HAD ONE. DON'T WANT ONE OR,
BIRDS ON MY PATIO - (THEY POOP ALL OVER
THE PLACE)

Owner Name RICHARD RITTER
Please Print Date

Owner Name 10/29/13
Please Print Date

Owner Address 1405 E. CENTRAL 112B

For Office Use Only: Date Received in Management Office: _____
By _____ Date Letter Sent _____



70

DANA POINT VIOLATION HEARING REQUEST

Please complete and return to Management Office at 1519 E. Central Road, Arlington Heights, IL 60005

I/We, GLENN UYEKAIDA, are/am in receipt of the Association's Violation Notice dated 10-28-13.

I have a copy or requested a copy of the Dana Point Condominium Association Rules & Regulations as adopted by the Board on March 30, 2009. In accordance with Section 28.3 of said Rules & Regulations, please accept this Request for Hearing Petition and notify me of the next scheduled Executive Session of the Board.

REQUEST HEARING (choose one) YES or ✓ NO

Whether or not you choose to request a Hearing, as the Owner(s), you have an opportunity to respond to the Violation Notice in a written statement below (attach additional sheets if necessary). Thank you.

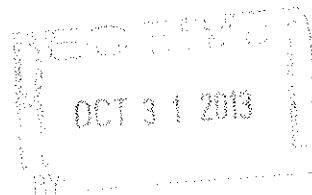
I WAS UNAWARE OF ANY RULE VIOLATION.
I HAVE COMPLIED. IT WON'T HAPPEN
AGAIN. A BROOM removed from patio

Owner Name BETTY 10-29-13 Owner Name GLENN
Please Print Date Please Print Date

Owner Address 1405 E. CENTRAL RD 119C

For Office Use Only: Date Received in Management Office: _____
By _____ Date Letter Sent _____

71



10/30/13 SCB

Martha says we have
the wrong apt.

October 28, 2013

Martha Stevens
1405 E Central Rd 219C
Arlington Heights, IL 60005

0554

RE: THE DANA POINT CONDOMINIUM
ASSOCIATION

Dear Martha Stevens:

We have been notified of a violation of the Association's By-Laws and/or Rules & Regulations. The Association is obligated to investigate all violations but also appreciates there may be circumstances which you may want the Board of Directors and/or Management to be aware.

It was observed on October 25, 2013, that you/your tenants are storing a broom on the balcony. Pursuant to the Rules & Regulations, Section 1, 13, no household items are to be stored on the balcony. Please remove the broom immediately. The Board of Directors may elect to assess a fine for this violation upon further review.

Unless you submit a written objection or dispute to the charges, they will be deemed admitted, agreed upon and due and owing. Also, should you wish to request a hearing with the Board of Directors or provide additional information regarding this violation please complete the enclosed Hearing Request Form and submit it on or before November 11, 2013 to The Dana Point Management Office at 1519 E. Central Road, Arlington Heights, IL. 60005. Once your hearing is granted, you will be notified in writing when it is scheduled. Should you elect not to attend a hearing, the Board will review the violation with any additional information and will issue a written determination following the next Board meeting.

We appreciate your prompt attention to this matter.

Sincerely,

LIEBERMAN MANAGEMENT SERVICES INC. as
Agent

Sharon Bohlmann

72

DANA POINT VIOLATION HEARING REQUEST

Please complete and return to Management Office at 1519 E. Central Road, Arlington Heights, IL 60005

I/We, _____, are/am in receipt of the Association's Violation Notice dated _____.

I have a copy or requested a copy of the Dana Point Condominium Association Rules & Regulations as adopted by the Board on March 30, 2009. In accordance with Section 28.3 of said Rules & Regulations, please accept this Request for Hearing Petition and notify me of the next scheduled Executive Session of the Board.

REQUEST HEARING (choose one) _____ YES or _____ NO

Whether or not you choose to request a Hearing, as the Owner(s), you have an opportunity to respond to the Violation Notice in a written statement below (attach additional sheets if necessary). Thank you.

RE: BROOM ON BALCONY

THERE IS NO BROOM ON MY BALCONY!

WHOMEVER "OBSERVED" A BROOM BEING "STORED" ON MY BALCONY IS VERY MISTAKEN!

I'VE LIVED IN DANA POINT SINCE 1987 AND

HAVE ALWAYS TRIED TO ABIDE BY THE RULES.

PLEASE CORRECT YOUR RECORDS.

THANK YOU.

Owner Name MARTHA STEVENS 10/29/13 Owner Name _____
Please Print Date Please Print Date

Owner Address 1405 E. CENTRAL RD #219-C

For Office Use Only: Date Received in Management Office: _____
By _____ Date Letter Sent _____

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DANA POINT VIOLATION HEARING REQUEST

Please complete and return to Management Office at 1519 E. Central Road, Arlington Heights, IL 60005

I/We, Thomas Brehman, are/am in receipt of the Association's Violation Notice dated 10-28-13

I have a copy or requested a copy of the Dana Point Condominium Association Rules & Regulations as adopted by the Board on March 30, 2009. In accordance with Section 28.3 of said Rules & Regulations, please accept this Request for Hearing Petition and notify me of the next scheduled Executive Session of the Board.

REQUEST HEARING (choose one) YES or X NO

Whether or not you choose to request a Hearing, as the Owner(s), you have an opportunity to respond to the Violation Notice in a written statement below (attach additional sheets if necessary). Thank you.

I only learned of the fluid leak on the day I
received your notice, 10-29-13.

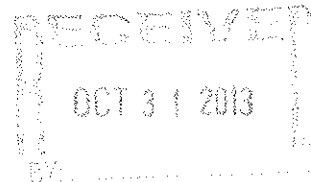
The material has been cleaned up as of 10-31-13.

Thank you for bringing this potentially dangerous
auto leak to my attention.

Owner Name Thomas Brehman Owner Name
Please Print Date Please Print Date

Owner Address 1405 E. Central Rd. #108A 10-31-13

For Office Use Only: Date Received in Management Office:
By Date Letter Sent



79



SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 1:00 p.m. Saturday

R/O Open Date	R/O Number
9/19/13	6067195/1
R/O Close Date	Status
9/19/13	Final
Mileage In	Mileage Out
67617	67617
Service Advisor / Tag #	
RONALD TIDWELL/5527*W*	

SHMAN, THOMAS R
1405 E CENTRAL #108A
ARLINGTON HTS, IL 60005

Work Phone	Vehicle Identification Number
847-228-0366	JF1SG65673H750821
Home Phone	Delivery Date
847-228-0366	3/28/03
Color	License Number
BLACK	579260

Year	Make	Model
2003	SUBARU	
26015		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Email: NO EMAIL	
#1 - LOF: CHANGE OIL & FILTER Work performed by Judeo S (774) Installed BULK30 :OIL 5@1.20 Installed DISP :ENVIRONMENTAL DISPOSAL 1@2.00 Installed 11126AA000 :GASKET 1@1.20 Installed 15208AA12A :ELEM CP OIL FILTER 1@8.00 Sub Total: 23.19	5.99 6.00 2.00 1.20 8.00
#2 - 99P: MULTI POINT INSPECTION Work performed by Judeo S (774) Sub Total: .00	
#3 - 18S: WYNNS BATTERY SERVICE Work performed by Judeo S (774) Installed BATTERYKIT :21401 1@21.00 Sub Total: 40.95	19.95 21.00
#4 * 00: QUICK SERVICE REPLACE RIGHT FRONT REAR CONTROLL ARM BUSHING Work performed by FRANK K (108) Installed 20201FC120 :BSHG T/V LINK R RH 1@107.95 REPLACED FRONT LOWER REAR CONTROLL ARM BUSHING Sub Total: 287.95	180.00 107.95
#5 * 02LIZ56: POWER STEERING FLUSH Work performed by FRANK K (108) Installed PSKIT :POWER STEERING KIT 1@39.95	70.00 39.95

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

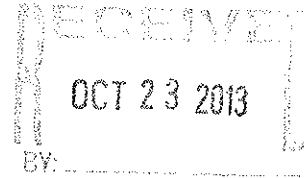
LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



CONDOMINIUM ASSOCIATION
1519 EAST CENTRAL ROAD
ARLINGTON HEIGHTS, ILLINOIS 60005
(847) 220-5176 • Fax (847) 220-5190



VIOLATION COMPLAINT OR WITNESS STATEMENT

PLEASE PRINT

Please complete all the information requested as you know it. If unknown, please state so.
Attach additional sheets if necessary.

WITNESS TO AN ALLEGED VIOLATION

<u>Neha Chavda</u>	<u>1515 E. Central Rd 260B</u>	<u>248-730-6181</u>
Witness Name	Address	Phone Number
<u>Uttar Chavda</u>		
Witness Name	Address	Phone Number

COMPLAINT OR WITNESS STATEMENT:

Individual(s) and/or Address(es) of Individuals alleged to have committed violation(s):

_____ Alleged Violator's Name	_____ Address	_____ Phone Number
_____ Alleged Violator's Name	_____ Address	_____ Phone Number

INFORMATION CONCERNING REPORTED VIOLATION

<u>10-20-13</u>	<u>7:00 pm</u>	<u>260B</u>
Violation Date(s)	Time(s)	Location(s)

COMPLAINT or WITNESS STATEMENT(s):

My tenant reported to me on 10/21/13 the following information per an incident on 10/20/13: "Last night we had guests at our place, the person from downstairs came to our door knocking really loud, then started yelling at my husband. He said we were 'LOOS', we had a huge ok party in the house when was running a small deposit on the floor for < 2 min."

My tenant stated that a notice went out to all residents saying...

I make the above statement(s) based on my personal knowledge and NOT upon what has been told to me. In the event an Owner requests a Hearing before the Board or additional legal actions are required in accordance with the Dana Point's Rules affording an Owner due process, you may be asked to cooperate with the Association and its Attorney (if necessary) to provide additional statements or affidavits.

that noise issues should go to the office not to the individual. I instructed her to fill out a form. Please let me know if you need anything else. Sarah Boetz (owner)

(76)

DANA POINT VIOLATION HEARING REQUEST

Please complete and return to Management Office at 1519 E. Central Road, Arlington Heights, IL 60005

I/We, TIM GORNY, are/am in receipt of the Association's Violation Notice dated 11/05/13.

I have a copy or requested a copy of the Dana Point Condominium Association Rules & Regulations as adopted by the Board on March 30, 2009. In accordance with Section 28.3 of said Rules & Regulations, please accept this Request for Hearing Petition and notify me of the next scheduled Executive Session of the Board.

REQUEST HEARING (choose one) YES or X NO

Whether or not you choose to request a Hearing, as the Owner(s), you have an opportunity to respond to the Violation Notice in a written statement below (attach additional sheets if necessary). Thank you.

SUN 10/27/13 12:20AM STOMPING AROUND
WAKING BOTH ME & MY GIRLFRIEND UP AT THE
EXACT TIME.

SUN EVENING STOMPING 5:25, 6:10, 6:27
EXTREMELY LOUD

SAT 11/2/13 10:20 PM STOMPING WAKING
US UP AGAIN

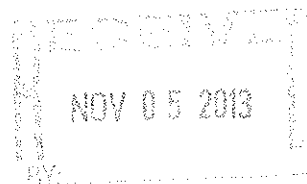
MON 7:59 AM STOMPING 8:25 PM SLIDING CHAIRS
ON WOODEN FLOOR VACUUMING AT 9:01 PM
USED BROOM TO LET THEM KNOW, NOISE STOPPED.

LIKE I SAID WHEN WOODEN FLOORS WERE PUT
IN I'M NOT SURE THEY WERE PUT IN PROPERLY.

Owner Name TIM GORNY 11/5/13 Owner Name
Please Print Date Please Print Date

Owner Address 1515 160B

For Office Use Only: Date Received in Management Office:
By Date Letter Sent



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November 11, 2013

To Lieberman Management Services for Dana Point Condo. Assn.

I have received the notice dated 10/31/13 on 11/2/13 about an unpleasant situation for others in the community...abusive behavior...inappropriate language. The letter states the 10/20/13 as the date of this problem.

It just so happens I filed a complaint for the same date. On that date the unit above was having people over 260B, 1515. After enduring the continual floor noise from their unit (through our ceiling), I finally went up there and told them how loud the noise was amplifying in my unit and through the hallways. He said it was just kids playing, it was like they kept pushing a cart or something back and forth. After I came back down the noise continued for a little longer. I probably waited too long to go up there, and I was angry, but I know for sure I didn't curse at the people up stairs. I just want to say one of the tenants is a super heavy walker and sounds like their marching back and forth on many occasions, also when the previous owner installed the wood floor, I really don't know if he installed it properly. Anytime they just drop something on the wooden floor it's super loud.

Within the very same time frame and day, our next door neighbor came by to say her cat jumped through her screen window to chase the abundance of feral cats, and if I and my girlfriend would try and help catch it, she also said she heard the noise coming from the unit above stairs. Anyway it took about 1 hour to catch the cat and then she didn't even thank us for helping her, because she sure was no help. Also the feral cat community is really bad here and I worry about my cats, but when I was chasing the cat and noticed the 1505 units 112B & 114B patios are massively set up to house these cats.

So I conclude by saying when the previous tenants were living there we did not hear this hard stomping even when they had parties. We have been awakened from a sound sleep, both of us at the exact time due to this stomping. Anyway I may have sworn in my unit or outside chasing the cat but I never tried to offend anyone. I think I was just having a bad night and I'll try and be more aware in the future.

James Gorny

Cindy Smith

1515 160B

NOV 21 2013

NOV 12 2013

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CONDOMINIUM ASSOCIATION
1519 EAST CENTRAL ROAD
ARLINGTON HEIGHTS, ILLINOIS 60005
(847) 228-5176 • Fax (847) 228-5190

VIOLATION COMPLAINT OR WITNESS STATEMENT

PLEASE PRINT

Please complete all the information requested as you know it. If unknown, please state so.
Attach additional sheets if necessary.

WITNESS TO AN ALLEGED VIOLATION

JAMES G. GOANY 1515 E. CENTRAL RD. #160B 847-902-5586
Witness Name Address Phone Number

Witness Name Address Phone Number

COMPLAINT OR WITNESS STATEMENT:

Individual(s) and or Address(s) of Individuals alleged to have committed violation(s):

Alleged Violator's Name Address Phone Number

Alleged Violator's Name Address Phone Number

INFORMATION CONCERNING REPORTED VIOLATION

11/20/13 7:00PM & 11:10PM 260B UNIT
Violation Date(s) Time(s) Location(s)

COMPLAINT or WITNESS STATEMENT(s):

STOMPING BACK & FORTH IN HOUSE, WALKING
EXTREMELY HARD. I THINK ORIGINAL OWNER
ABOUT FIVE YEARS AGO PUT IN WOODEN FLOORS
& DIDN'T USE ANY OR NOT PROPER INSULATION.

I make the above statement(s) based on my personal knowledge and **NOT** upon what has been told to me. In the event an Owner requests a Hearing before the Board or additional legal actions are required in accordance with the Dana Point's Rules affording an Owner due process, you may be asked to cooperate with the Association and its Attorney (if necessary) to provide additional statements or affidavits.

10/21/13

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DANA POINT VIOLATION HEARING REQUEST

Please complete and return to Management Office at 1519 E. Central Road, Arlington Heights, IL 60005

I/We, KUCZEK MAGDALENA, are/am in receipt of the Association's Violation Notice dated 10-30-13.

I have a copy or requested a copy of the Dana Point Condominium Association Rules & Regulations as adopted by the Board on March 30, 2009. In accordance with Section 28.3 of said Rules & Regulations, please accept this Request for Hearing Petition and notify me of the next scheduled Executive Session of the Board.

REQUEST HEARING (choose one) YES or X NO

Whether or not you choose to request a Hearing, as the Owner(s), you have an opportunity to respond to the Violation Notice in a written statement below (attach additional sheets if necessary). Thank you.

After reviewing notice I've had contacted current tenants about storing their bed frame on the balcony. I have asked them to remove it immediately and put it in their storage.

Please wave the fine for rules violation as they only temporarily placed item on balcony. They have expl. to me that since they were expecting their 1st child they had to get bedroom ready for a baby. Please understand these circumstances.

Sincerely

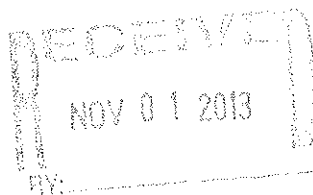
Magda Kuczek

Owner Name KUCZEK, MAGDALENA ¹⁰⁻³¹⁻¹³ Owner Name
Please Print Date Please Print Date

Owner Address 1306 S. ROBERT DR
MT. PROSPECT IL, 60056

For Office Use Only: Date Received in Management Office:
By Date Letter Sent

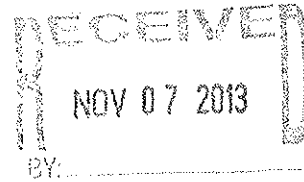
1105 #204



(81)



CONDOMINIUM ASSOCIATION
1519 EAST CENTRAL ROAD
ARLINGTON HEIGHTS, ILLINOIS 60005
(847) 228-5176 • Fax (847) 228-5190



VIOLATION COMPLAINT OR WITNESS STATEMENT

PLEASE PRINT

Please complete all the information requested as you know it. If unknown, please state so.
Attach additional sheets if necessary.

WITNESS TO AN ALLEGED VIOLATION

Kathy Cusumano 1505 E Central 1118B (847) 718-0024
Witness Name Address Phone Number

Witness Name

Address

Phone Number

COMPLAINT OR WITNESS STATEMENT:

Individual(s) and or Address(s) of Individuals alleged to have committed violation(s):

? 1505 E Central 1118B ?
Alleged Violator's Name Address Phone Number

Alleged Violator's Name Address Phone Number

INFORMATION CONCERNING REPORTED VIOLATION

Violation Date(s)

Time(s)

Location(s)

COMPLAINT or WITNESS STATEMENT(s):

smell of smoke coming 1118B
- have trouble breathing when I go
past. Have placed air fresheners
in hallway @ their door to try to
get rid of smoke smell

I make the above statement(s) based on my personal knowledge and **NOT** upon what has been told to me. In the event an Owner requests a Hearing before the Board or additional legal actions are required in accordance with the Dana Point's Rules affording an Owner due process, you may be asked to cooperate with the Association and its Attorney (if necessary) to provide additional statements or affidavits.

DANA POINT VIOLATION HEARING REQUEST

Please complete and return to Management Office at 1519 E. Central Road, Arlington Heights, IL 60005

I/We, LOUISE GULLIFORD, are/am in receipt of the Association's Violation Notice dated Nov. 8, 2013

I have a copy or requested a copy of the Dana Point Condominium Association Rules & Regulations as adopted by the Board on March 30, 2009. In accordance with Section 28.3 of said Rules & Regulations, please accept this Request for Hearing Petition and notify me of the next scheduled Executive Session of the Board.

REQUEST HEARING (choose one) YES or X NO

Whether or not you choose to request a Hearing, as the Owner(s), you have an opportunity to respond to the Violation Notice in a written statement below (attach additional sheets if necessary). Thank you.

*In response to the violation for storing a
fluid bottle in my garage space, as of
Nov. 10, 2013 I have removed it.
I hope this will take care of the problem.*

Thank you

Louise Gulliford

Owner Name LOUISE GULLIFORD Owner Name
Please Print Date 11-11-13 Please Print Date

Owner Address 1505 E. CENTRAL RD. UNIT 201D
ARL. HTS. IL 60005

For Office Use Only: Date Received in Management Office:

By Date Letter Sent

NOV 11 2013

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DANA POINT VIOLATION HEARING REQUEST

Please complete and return to Management Office at 1519 E. Central Road, Arlington Heights, IL 60005

I/We, RICHARD KLUCHEK, are/am in receipt of the Association's Violation Notice dated 11-11-2013

I have a copy or requested a copy of the Dana Point Condominium Association Rules & Regulations as adopted by the Board on March 30, 2009. In accordance with Section 28.3 of said Rules & Regulations, please accept this Request for Hearing Petition and notify me of the next scheduled Executive Session of the Board.

REQUEST HEARING (choose one) YES or X NO

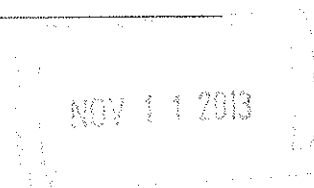
Whether or not you choose to request a Hearing, as the Owner(s), you have an opportunity to respond to the Violation Notice in a written statement below (attach additional sheets if necessary). Thank you.

REMOVED WINDOW WASHING FLUID FROM
GARAGE SPACE FLOOR

Owner Name RICHARD KLUCHEK Owner Name
Please Print 11-11-13 Date Please Print Date
Owner Address 1505 E. CENTRAL RD. 308A

For Office Use Only: Date Received in Management Office:
By Date Letter Sent

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Fw: Info Request #0554 -DEDN 9CZS7N
Dolly Edison to: Lisette Ray, Sharon Bohlmann

10/31/2013 03:39 PM



----- Forwarded by Dolly Edison/Lieberman on 10/31/2013 03:39 PM -----

LMS

LIEBERMAN MANAGEMENT SERVICES INC.

STAR SYSTEM
INFO REQUEST # 0554-DEDN9CZS7N

Date: 10/31/2013

Time: 03:06:16 PM

Due Date: 10/31/2013

Property: THE DANA POINT CONDOMINIUM
ASSOCIATION

From: Robert Wiles

Occupant: Robert Wiles

Day Phone: x

Cell Phone:

Night Phone:

Address: 1515 E Central Rd 454A
Arlington Hgts IL 60005
Bohlmann/Lieberman

Unit Reference #: 00-0554-D454

Property Manager: Lisette Ray/Lieberman/Sharon

Info Type Forwarded to Property Manager

Description: Recently I had to have extensive car work performed which has set me back on my association dues. Going forward I will be able to pay on time However, I am requesting that I have until January to pay the past due amount Thank you for your consideration

Resolution: Forward to PM

Email Questions:

Reply Log:

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10/31/2013

Lieberman Management Services, Inc.

03:43 PM

Prepared By: LMS

Occupant Ledger

Unit Reference Number:	00-0554-D454 01	Occupant Type:	Current
Property Name:	THE DANA POINT CONDOMINIUM ASSOCIATION		
Name:	Robert Wiles		
Address:	1515 E Central Rd 454A	Unit Number:	D454
City, State, Zip:	Arlington Hghts IL 60005		

Bill To: Robert Wiles
1515 E Central Rd 454A
Arlington Heights, IL 60005

Account Balance: \$752.44

Auto Pay: No

Date Printed: 10/31/2013

Account Status: O.K.

Per your request, a statement of account follows. Thank you. Resident Services (847)459-0000

Charge Schedule							
Charge Code	Charge Description	Charge Frequency	Start Date	Stop Date	Current Charge Amount	Increase Date	New Amount
AM	Monthly Assessment	MO	01/01/2013	12/31/2013	251.22	N/A	N/A

Chronological History					
Date	Code	Description	Chg. Amount	Adj. / Credit Amount	Balance
11/01/2013	Chg AM	Monthly Assessment	251.22		752.44
10/16/2013	Chg LF	Late Fee	25.00		501.22
10/01/2013	Chg AM	Monthly Assessment	251.22		476.22
09/17/2013	PY	Lckbx Pmt 0008086		-251.22	225.00
09/01/2013	Chg AM	Monthly Assessment	251.22		476.22
08/15/2013	PY	Lckbx Pmt 0007888		-251.22	225.00
08/01/2013	Chg AM	Monthly Assessment	251.22		476.22
07/31/2013	PY	Lckbx Pmt 0007883		-276.22	225.00
07/15/2013	PY	Lckbx Pmt 0007871		-414.61	501.22
07/03/2013	Chg VI	No Insurance on file 7/1/13	250.00		915.83
07/02/2013	PY	Lckbx Pmt 0007866		-600.00	665.83
07/01/2013	Chg AM	Monthly Assessment	251.22		1,265.83
06/18/2013	Chg LF	Late Fee	25.00		1,014.61
06/17/2013	PY	Lckbx Pmt 0008006		-276.22	989.61
06/01/2013	Chg AM	Monthly Assessment	251.22		1,265.83
05/16/2013	Chg LF	Late Fee	25.00		1,014.61
05/14/2013	PY	PAYLEASE 15868695		-269.15	989.61
05/01/2013	Chg AM	Monthly Assessment	251.22		1,258.76
04/30/2013	PY	Lckbx Pmt 00796		-269.15	1,007.54
04/16/2013	Chg LF	Late Fee	25.00		1,276.69
04/01/2013	Chg AM	Monthly Assessment	251.22		1,251.69
03/18/2013	Chg LF	Late Fee	25.00		1,000.47
03/11/2013	PY	Lckbx Pmt 00792		-269.15	975.47
03/01/2013	Chg AM	Monthly Assessment	251.22		1,244.62
02/01/2013	Chg AM	Monthly Assessment	251.22		993.40
01/28/2013	PY	Lckbx Pmt 00791		-269.15	742.18
01/25/2013	Chg LT	Prev Agnt BF-LT	75.00		1,011.33
01/25/2013	Chg AM	Prev Agnt BF-AM	659.11		936.33
01/25/2013	Chg RE	Prev Agnt BF-RE	26.00		277.22
01/01/2013	Chg AM	Monthly Assessment	251.22		251.22

April 30, 2013

Robert Wiles
1515 E Central Rd 454A
Arlington Heights, IL 60005 0554

RE: THE DANA POINT CONDOMINIUM
ASSOCIATION

Dear Robert Wiles:

You will be pleased to note your Board of Directors has approved your request regarding your assessment account payment plan with the following restrictions:

1. The monthly payments of \$269.00 must be received by the bank lockbox each month by the 15th in order to avoid being turned over to the attorney for collections. A late payment received after the 15th will immediately cancel this agreement and your account may be placed with the Association's attorney for remedy.
2. The entire past due balance must be paid in full by July 15, 2013 at which time your account balance must reflect \$0. through July 31, 2013. If the account is not paid in full, your account will be immediately turned over for collection and the association will seek any remedy under the governing documents.
3. The owner acknowledges that should the owner fail to comply with the restrictions, the owner will be responsible for any legal fees, late fees, and other such remedies as permitted under the governing documents.
4. If the owner does not sign and return a copy of the letter as acknowledgement and acceptance of the outlined terms within 15 days of the date of this letter, this agreement shall be deemed null and void and all assessments will become immediately due and subject to any collection activity and remedy under the governing documents.

If you agree with these provisions for the proposed payment plan, please sign and return a copy of this letter to the on-site Management Office at 1519 E. Central Rd. within 15 days of this letter. Should you have any questions, please contact our Resident Services Department at 847-459-0000 or 312-202-9300

Sincerely,

LIEBERMAN MANAGEMENT SERVICES INC. as
Agent

87



Patricia Welter -- Automobile

patricia welter

to:

Sharon Bohlmann

11/12/2013 02:58 PM

Hide Details

From: patricia welter <pwelt42heights@att.net>

To: Sharon Bohlmann <sbohlmann@lmsnet.com>

Please respond to patricia welter <pwelt42heights@att.net>

[Sharon: Following is the email we discussed this morning. Thanks for your assistance.]

To: Dana Point Board of Directors

From: Patricia Welter

1605 E. Central Road, #413B

I have been alerted by the Dana Point office that there may be two problems with my automobile. The office has suggested that I write to the Board concerning the situation. I park legally in one of the two Disabled Person spaces (the north space) in the 1605 west parking lot, as I have and display a Permanent Disabled Placard.

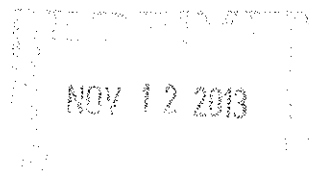
The first problem seems to be that I do not "move" my car "every seven days" as the rules require. That is probably true. Since I retired from working last year due to poor health, I have been able to leave my condo with less frequency as time has passed. When I do go out, it is usually for only a few hours in the middle of the day on a weekday (although I did go out this past Sunday). Upon my return, I park in the same space. It may seem to many folks that my car has not moved at all. If I park occasionally in the other south Disabled Person space (which always seems to be vacant), would that suffice to abide by the rules? I used to do this, but there was a silver car that regularly parked in the space next to the south Disabled space very far to the right. On two occasions, the spacing was so tight that I was not able to get into the driver's side of my car. Thus, I just became accustomed to using the north space. Do the Rules require simply that the car be driven or is the requirement that you cannot park in the same space? Even so, I must honestly say that it may definitely be more than seven days between times I use the car, as it is very difficult for me to go out.

The second problem is that the flat back end of my car below the truck lid and one of the rear wheel covers has a coating of rusty-colored "dust" on them. My mechanic said this was caused by a problem of something scraping against the rear axle (I really do not know the mechanical specifics). This heated rusty dust adhered and became somewhat embedded; thus, it is not removed by the carwash. It evidently appears to some folks that the car is rusted, which is actually not the case. I apologize if this coloration is offensive. However, as the car is 19 years old and as I may not be driving it much longer, it does not seem sensible to spend money for painting or parts replacement for this particular situation.

I have enjoyed living at Dana Point for more than 33 years and believe I have observed the Rules and Regulations for this period. I am hopeful that there can be a resolution to these two problems. Thank you very much for your attention.

Sincerely,

Pat Welter



42472

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Peeping Tom alert!!!

October 30, 2013

To Whom It May Concern:

Dana Point has a peeping Tom issue! A man was observed, a few days ago by myself and one of my neighbors, hugging the shrubbery (1405 building, first floor B wing) and walking from unit to unit and looking inside! This greatly concerns us, as many of us do not close our blinds/curtains. Our security and safety has been breached and this is a concern. Thought it should be brought to the board's attention.

Note: I've spoken to some friends, who are police officers, regarding the matter and they informed me we should have called the police when we observed this taking place.

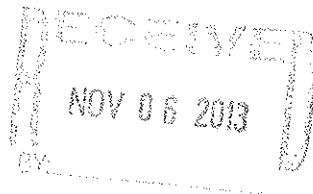
Following the advice of the police officers, next time we see anyone peeping into our units, we plan to call the police and register a complaint. We'll also provide the police with a description of the person, as they instructed, so that the person can be apprehended.

May I suggest you please advise the board members of the above concern.

Thank you!

Concerned tenant/112B

1405 #112



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Patricia McAnally

Patricia McAnally to: lray@lmsnet.com

11/14/2013 11:12 AM

To whom it may concern ,

I have been a tenant at Dana Point for many years .
I am an employee of United Airlines for 37 years. In March, I hurt my knee
on the job .

As a result of the injury in March , I had surgery in October .
My income has been decreased by half . I am returning back to work this
month.

I am requesting some kind of hardship agreement allowing me to pay less
over more time .

Thank you for your consideration ,
Patty McAnally

Sent from my iPad

* in our conversation, she asked to pay
50% of her normal rent for November
and the rest with her December paid in full.

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Marty Hynes

1615 E Central

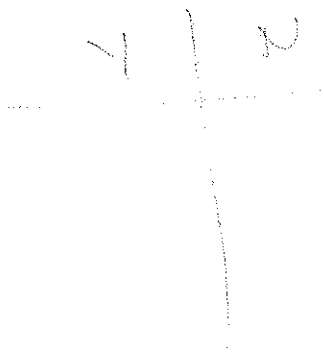
#209B

Request permission to put Holiday
lights & Christmas tree on his
patio for a one day Holiday craft
event to be held in unit 209B.

They will be up for a few hours on
Friday NOV 15 -

Thanks!

Marty
11/6/13



Home 847 640 8090

Cell 847 682 15205

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Holiday Schedule

December 2013						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
25	26	27	28 Thanksgiving Office opens to 3pm office closed	29 Office closed	30	1
2	3	4	5	6 Garbage P/L	7	8
9	10	11	12	13 LMS Staff Holiday Office Closed	14	15
16	17	18	19	20 Rana Point Staff Lunch	21	22
23	24 Christmas Eve Office Closed	25 Christmas Office Closed	26	27	28	29
Garbage P/L	Office Closed	Office Closed	Garbage P/L	Garbage P/L	Garbage P/L	
30	31 New Years Eve Office Closed	1 New Year's Office Closed	2	3	4	5
Garbage P/L	Office Closed	Office Closed	Garbage P/L	Garbage P/L	Garbage P/L	

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The Dana Point Condominium Association

Annual Homeowners Meeting and Election

**THURSDAY, JANUARY 24, 2013 AT 7:00 P.M.
1515 E. CENTRAL RD – SOCIAL ROOM**

Projected Meeting Timeline

- I. Walk In Ballot Revocation/Registration begins at 6:30PM**

During this time, owners who come to attend the meeting will be asked to sign in to count toward quorum. Anyone who wishes to revoke their mail in ballot may do so during this time. There is no walk in voting as per your Rules, no votes may be cast and counted after the deadline (5:00PM the day before the election)

- II. Call to Order by Chairman – 7:00PM**

- III. Confirmation of Quorum – 7:02 PM**

- IV. Approval of Minutes from 2013 – 7:05 PM**

- V. Presidential Address – 7:07PM**

- VI. Introduction of Candidates – 7:10 PM**

- VII. Explanation of Procedures/Call for Judges – 7:20PM**

- VIII. Recess to Open Forum/Tabulation – 7:30PM**

- IX. Reconvene/Announce Election Results – 8:30PM**

- X. ADJOURNMENT**

***If all newly elected Board Members are present, the board can begin a new regular board meeting to elect officers at this time. If they are not all present, the election of officers can wait until the next open Board Meeting as a candidate who is not present may yet decline to serve on the Board.**

