



1430 Lee Street, Des Plaines, IL 60018

Phone 847.298.8300
Fax 847.298.8388

February 6, 2013

Dana Point Condo. Assoc.
c/o Lisette Ray, Property Specialists, Inc.
1519 E. Central Rd.
Arlington Hts., IL 60005

Re: Proposal to contest tax assessments of
Units in Dana Point Condo. Assoc. (25189-01)

Dear Lisette:

Our firm has represented your association in the past by reviewing and/or contesting your tax assessments. Your property is scheduled to be re-assessed for the 2013 tax year as part of the Assessor's ongoing triennial reassessment process.

We propose to represent your association on a contingent-fee basis for a fee of 21.00% of the projected first year tax savings. If we are unable to secure an assessment reduction for your association, no contingent fee will be due our firm. We have enclosed our Contingent Fee Agreement that sets forth the specifics of our proposed engagement.

Once we receive the signed Contingent Fee Agreement, we will activate your file. We will then monitor release of the assessment notices and take appropriate action once they have been released. You will not need to send us the assessment notices. We will obtain the assessments directly from the Assessor.

As you may know, the Illinois Condominium Property Act allows associations to hire attorneys to contest assessments of all units in their developments. This requires either the vote of 2/3rds of the members of the condominium board or, alternatively, a majority of the unit owners. We strongly recommend that approval be obtained from your condominium board. The Condominium Act further authorizes the Board to pay legal fees for tax reduction services as a common expense.

We expect the 2013 assessment season to begin in late January. The assessment notices will be mailed one township at a time continuing through late fall.

Elliott & Associates concentrates its practice on contesting tax assessments of community associations, commercial and industrial properties, and high-end residences in Illinois. We employ five attorneys who practice almost exclusively in this area and represent over 5,700 properties, including over 1,000 community associations. I invite you to review our website at www.elliottlaw.com. The website contains information on the assessment process and the educational activities conducted by members of our firm.

We look forward to receiving the signed agreement and having the opportunity to reduce your assessment to the lowest level possible.

Very truly yours,

A handwritten signature in black ink that reads "Joanne Elliott".

Joanne Elliott

CONTINGENT FEE AGREEMENT

Property: All units in Dana Point Condo. Assoc., Elk Grove Township

Client: Dana Point Condo. Assoc. ("Client")

ENGAGEMENT

Client retains Elliott & Associates Attorneys, P.C. ("Elliott") as its attorney to pursue a fair and equitable assessment of each parcel of Property described above for the 2013, 2014 and 2015 tax years. This agreement will automatically be renewed for subsequent assessment period(s) if Client furnishes Elliott with documents or data to support a complaint for such year(s) and if Elliott then undertakes to represent Client.

CONTINGENT FEE

If Elliott causes the assessment to be reduced prior to issuance of the tax bill, Client shall pay Elliott a contingent fee equal to 21.00% of the projected tax savings before exemptions for such tax year. Any reduction obtained will generally remain in place for the duration of the triennial assessment period; however, if the reduction is granted for one year only (for example, a reduction obtained in the last year of the triennial reassessment period or one based on vacancy), the contingent fee will be reduced to 12.00% of the projected one-year tax savings.

If no assessment reduction is obtained, no fee shall be due Elliott.

"Projected tax savings before exemptions" shall mean the assessment reduction caused by Elliott in a given tax year multiplied by the most recent ascertainable equalized tax rate applicable to the Property. Actual tax savings may be more or less than projected tax savings due to changes in the equalizer and tax rate and application of exemptions, if any.

Payment will be due within thirty days following notification by Elliott.

CONDOMINIUM FEE POLICIES

This Agreement is subject to the terms of Elliott & Associates Condominium Fee Policies, as amended from time to time, a copy of which is attached hereto.

MISCELLANEOUS

Elliott shall not be expected or required to keep time records for services rendered hereunder.

The Illinois Condominium Property Act (the "Act") allows the board of managers of a condominium association to hire an attorney to contest tax assessments on behalf of all unit owners upon the approval of 2/3rds of the members of the Board of Managers or a majority of the unit owners.

The undersigned represents that:

- (a) The association has been formed, the current board of managers has been elected by the unit owners and the engagement of Elliott has been approved by the Board of Managers or the unit owners pursuant to applicable provisions of the Condominium Property Act; or
- (b) The undersigned is the developer (or a duly authorized agent of the developer) of the condominium, the board of managers has not been elected by the unit owners but the developer is acting as the board of managers pursuant to Section 18.2 of the Act. Accordingly, the undersigned developer (or duly authorized agent of the developer), in its capacity as board of managers pursuant to Section 18.2 of the

Act hereby (and in lieu of a meeting) unanimously approves the engagement of Elliott on behalf of the association.

If any proceeding is brought to enforce collection of any payment required hereunder, Client shall reimburse Elliott for all reasonable costs of collection, including reasonable attorney fees. Additionally, any sums not paid to Elliott within 30 days shall bear interest at the rate of ten percent (10%) per annum.

Elliott may request that Client provide documentation from time to time that will enable Elliott to contest the assessment. However, Elliott shall not be responsible in any way whatsoever if an assessment reduction is not obtained due to Client's failure to provide complete documentation on a timely basis.

Elliott and Client agree to this engagement on the conditions set forth above.

CLIENT

Dana Point Condominium
Association

John S.

President

Date: 3/10/13

ELLIOTT & ASSOCIATES ATTORNEYS, P.C.

By:

Eric W.

February 6, 2013

25189-01



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Condominium Fee Policies

Elliott & Associates strives to provide effective legal representation to its condominium association clients at reasonable rates and to address legitimate concerns of unit owners. In order to achieve those objectives, Elliott hereby adopts the following policies.

Opt-Outs

- Elliott will contest assessments of all units in the development including those where the owners received the senior citizen assessment freeze (the "Freeze"). The Condominium Property Act authorizes condominium associations to file tax appeals "on behalf of *all* unit owners". The assessing officials prefer collective appeals including *all* units and opt-outs create additional work for them. Furthermore, allowing opt-outs creates the possibility for error where owners who expected to participate may be erroneously opted out.
- Elliott will not remove any unit from the collective appeal; however, any unit owner who wishes to file an appeal on his/her own may do so. The assessing officials will generally void Elliott's appeal as to any unit owner who files an appeal on his/her own.

Fee Waiver

- *Senior Freeze.* Beginning with the 2013 tax year, upon written request by the Association, Elliott will waive legal fees for any unit that received the Freeze for the current or immediately prior tax year; provided, the unit owner did not realize a tax savings from Elliott's appeal and the Association gives Elliott a list of such unit owners accompanied by "Proof of Freeze" not later than the 60th day following the date of Elliott's bill for the applicable tax year. The list and Proof of Freeze must be submitted at one time; due to the administrative cost of processing multiple requests, stragglers will not be accepted. "Proof of Freeze" shall consist of a tax bill or printout from the Assessor or Treasurer's website indicating the unit received the Freeze for the current or immediately prior tax year.
- *Compliance With Policies.* Elliott shall not issue credits or refunds unless the Association complies with all of the above requirements. Time is of the essence.

Communication with unit owners

Elliott has an attorney/client relationship with the condominium association but does not have an attorney/client relationship with the unit owners. In order to provide competitive legal fees, avoid miscommunication and maintain client confidentiality, Elliott shall not communicate directly with the unit owners but shall refer all unit owner questions to the Association or its property manager. Elliott will be happy to answer questions posed to it by the Association or its property manager.

Revised: 12/11/12