Quarterly Management Report

Prepared for:

Board of Directors Deerpath Lake of Palatine Condominium Association

^{By:} Lee Flanagan CMCA, AMS, PCAM



Meeting Date

Tuesday November 20, 2018

Deerpath Lake of Palatine Condominium Association Board Meeting; Managers Comments Meeting Date: Tuesday November 20, 2018

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<u>Memorandum</u>

- To: Board of Directors; Deerpath Lake of Palatine Condominium Association
- From: Lee Flanagan, Property Manager
- Date: Tuesday November 20, 2018
- Re: Quarterly Management Report

INCOME & EXPENSE OVERVIEW (October 30, 2018 Financials):

- 1. **Operating Account Balance:** At the end of October, the operating account held a balance of \$2,485.24, after making total operating account disbursements of \$19,085.45. The operating account has decreased by \$10,175.51 since December 31, 2017
- <u>Reserve Account Balance</u>: At the end of October, the Reserve/Replacement funds held a combined balance of \$120,635.97 after recording total reserve disbursements of \$0.00 in October. We are budgeted to add to the reserve at a rate of \$6,240.75 per month. By the end of October, the reserve account has decreased \$66,716.64 since December 31, 2017
- 3. <u>Total Funds</u>: As of October 31, 2018, Total Funds (combined Operating and Reserve accounts) amount to \$123,121.21. Total funds have decreased a total of \$76,892.15 since December 31, 2017
- 4. **Expenses**: All expenditures in the month of October are all typical and within budget expectations.
- 6. <u>Receivables</u>: At the end of October, receivables held a balance of \$9,478.10. Of this amount, one unit owes \$6,100 in fines.
- Accounts Payable: At the end of October, the Accounts Payable Aging report showed total payables of \$4,171.96 which includes invoices received in the month of October with due dates in the month of November.
- Bank Loan: The amount owed on the bank loan at the end of October is \$75,972.99. We are paying off the principle related to our bank loan at a rate of \$1,668 per month. Interest paid in the month of October amounts to \$285.93 for a total October loan payment of \$1,953.93

Units Currently for Sale Shown on the MLS

| Address Name | Listing Price | Status | |
|--------------|---------------|--------|--|
|--------------|---------------|--------|--|

No Homes for Sale (as listed on the MLS)

Managers Comments:

- <u>2019 Proposed Budget</u>: I have not had any questions or complaints regarding the 2019 operating budget from owners in the Deerpath Lake Association. Please note that under new business in the agenda that the board will approve this budget for use the coming year.
- 2. <u>Ombudsperson Act Resolution</u>: I have included a copy of the resolution at the end of this report. The Board should plan on adopting the resolution during New Business.
- 3. **<u>CSR Paid</u>**: The roofer received their final payment after completing the dryer vent repairs.

Deerpath Lake of Palatine Condominium Association Board Meeting; Managers Comments Meeting Date: Tuesday November 20, 2018

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- 4. <u>Pool</u>: The pool circulation system was winterized On September 5th by our service provider, Downes Pool Company. The rest of the pool house was winterized on September 17th by Central Plumbing, the same company that we used to close the pool last year and open the pool this past spring. The emergency phone was shut off the day after we closed in September.
- 5. Leaks at 503-A (O'Malley) Leak Repair: Samantha first notified me that she thought the leak might be back on Thursday September 13. I met her the next morning to review her kitchen ceiling. I contacted the contractor that last worked on this concern last February, he was unavailable. I was able to engage the service of David Lockett of North Shore Contractors. I met David on Thursday October 4th to look at the job and he started work a week later, on Friday October 12. David pulled the siding at 503 C's deck over Samantha's south kitchen wall and installed a rubber like material that sticks to the sheeting to create a water barrier. He also cut the deck boards back at 503 B's deck and installed new flashing & caulk under the patio door along the North wall. Finally, Lockett returned to water test the sliding glass door at the B unit on Tuesday October 30. The door did not leak, however Samantha expressed doubts that the leak was fixed. Ultimately, I don't think she will be satisfied until the B unit owners replace their sliding glass door. At this point, I don't think we have grounds to mandate replacement.

I am meeting a drywall contractor this Friday (11/23) at 8:00 AM who will replace a portion of the ceiling and wall drywall over A's sliding glass door. He will also patch & prime the drywall along the south wall, ceiling to wall joint.

- Lag Bolt Installation: Lag bolts have been installed at one building, the remaining buildings will be finished Saturday 11/24. Two buildings remain that have no bolts, two buildings have half their bolts installed at every other joist bay. All four buildings will be worked on and hopefully completed this Saturday.
- 7. <u>Downspout Connections to Front Yard Drains</u>: At the end of October, all Manor Home front downspouts were connected to the underground drain lines in the front yards.
- 8. <u>448 Water Usage</u>: The Village of Palatine contacted me a week ago on Tuesday November 13 to alert me to the fact that the 444-building had continuous water usage starting at 10:00 AM the previous Sunday morning in the amount of 250 gallons per hour. I asked Rich to investigate, he eventually found that the rear hose bib had been left on at unit 448. The water was turned off at 11:00 AM Tuesday morning. With assistance from the Palatine water billing department, we calculated 51 hours at 250 gallons per hour equaled 12,750 gallons wasted. This amounts to \$54.26 in water charges and \$16.28 in sewer charges. I have billed the owner (Katrina Kudar) \$85.50 to be applied to the water invoice next month and reimburse Rich's wage \$15.00

9. Life/Safety Systems:

- a. <u>Fire Prevention Inspection</u>: The Palatine Fire Prevention Department sent an inspector to the property on Monday October 8th to review the Manor Homes. He found four exit signs not working, a malfunctioning entry door lock and a couple of bird nests over outside alarm bells. Rich repaired one exit sign, three were replaced by electrician Omar Suarez on Wednesday October 31. The lock was repaired by a locksmith. The inspector also required the annual fire hydrant test/maintenance work, completed by Central Plumbing on Monday October 22.
- b. <u>Fire Alarm Battery Replaced</u>: A fire alarm battery was replaced at the 435 entrance by Tyco on September 17th.
- c. <u>Fire Extinguishers</u>: The Manor Home fire extinguishers were inspected and re-certified on Wednesday September 5th.
- 10. <u>Huerta Contracts:</u> I have signed the 2018/2019 snow and 2019 landscape contracts, they remain unchanged in scope and price from the past two years. The respective amounts have been budgeted for 2019 and the Board approved the contracts at its September 4 meeting.

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- 11. <u>KSN 2019 Triennial Reassessment</u>: The law firm representing Deerpath Lake (KSN) has acknowledged receipt of the signed Verification Affidavit. They will review & likely challenge the assessed value of each condominium after the first of the year.
- 12. <u>Gutter Cleaning Quotes</u>: I obtained three quotes from companies other than the one we have used the last two seasons. I have no experience with any of these contractors.

| Vendor | Bid | | |
|---------------------|-----|-------|--|
| The Gutter Kings | \$ | 865 | |
| TJ's Maintenance | \$ | 1,200 | |
| PLC Window Cleaning | \$ | 1,650 | |

For the low bid, I have requested a certificate of insurance and a list of references from other properties they have worked at over the past three months. Assuming the references are positive, I recommend The Gutter Kings.

- 13. <u>Upcoming 2018 Meeting Dates</u>: By mid-January I will have scheduled the Deerpath Lake 2019 meeting dates and will book the room for each date at the BG Youth Center meeting room. We will continue to meet at 6:30 PM, 2019 dates will likely follow the monthly schedule of the 2018 meeting dates.
- 14. **Financial Reports:** The October 31, 2018 financial statements were distributed on Tuesday, November 20th. The November 30, 2018 statements will be delivered on or about December 20, 2018.
- 15. **Executive Session:** None Required

Please let me know if you have any questions or comments. I look forward to seeing you at the meeting this evening.

Regards,

Lee Flanagan, AMS, CMCA, PCAM Vice President/Property Manager Braeside Community Management Ltd.



GTR King Nor, Inc Proposal

Proposal #: E1963

The Gutter Kings PO Box 144 Oak Park, IL 60301 800-973-0164 Office 908-482-7125 Direct kevin@thegutterkings.com

Date: 11/16/18

Deerpath Lake of Palatine Braeside Condominium Management, Ltd. 1240 Meadow Road, 4th Floor Northbrook, IL 60062P

| Date | Description | Amount |
|------------------|--|----------|
| November 2018 | Gutter Cleaning – Removal of all debris from roofs, gutters and downspouts. Clean up all debris. | |
| | Any elbows or downspouts that are clogged will be removed, cleared and reinstalled | |
| | A report on any discovered roof or larger gutter issues will be supplied to management after completion, if found | |
| | Applicable taxes not included in this proposal. | |
| | | |
| | | |
| | Total | \$865.00 |



Why associations and Apartment complexes choose The Gutter Kings?

- We clean gutters year round and 95% of our business is associations and apartment complexes, so we understand dealing with residents as needed and working around decks, cars, skylights, and any obstacles found at these properties.
- We have been servicing the gutter needs for condominium associations and apartment complexes for 20 years and we are happy to supply as many references as you would like.
- We guarantee our service. If you have any issues we are very responsive and will correct those issues in a timely manner.

Our Method and Training

- All of our employees are trained in the same system that we have perfected over 20 years. We have created over 2 dozen videos for our employees, so that we can always guarantee the results.
- Our system has a checks and balances to make sure the job is done thoroughly and no gutters or downspouts are missed.

- •Our system is extremely efficient which allows us to give our clients the most affordable pricing.
- All our employees are uniformed and wear neon yellow vests with our logo so that your residents can easily identify us.
- When on site, we make every effort not to disturb the residents and protect their property at all times.
- We participate in OSHA courses to make sure we comply with OSHA laws so that our employees and your property is safe.

1

GUTTER PROPOSAL

No: G18-0331 Date: 11/8/18

Winfield, Illinois 60190 Phone: (630) 681-8012 Fax: (630) 681-8013 tjsmain@sbcglobal.net TJSMAINTENANCE.COM

Box 594

Proposal Submitted To:

Deerpath Lake of Palatine Braeside Community Management LTD 1240 Meadow Road, 4th Floor Northbrook, IL 60062 847-504-8000 Iflanagan@bcmltd.com

TJ's Maintenance & Remodeling, LLC

Work To Be Performed At:

Deerpath Lake of Palatine For GPS: use 518 E. Fawn Ln. Palatine, IL 60074

We hereby submit specifications and proposal for gutter cleaning:

Gutter Cleaning:

Clean all gutters and downspouts.

Clean gutters and downspouts on 8 buildings, 52 units.

Remove all leaves and debris from gutters and downspouts and dispose of.

Perform any minor repairs labor only; inform association of any larger/other repairs.

Remove all debris.

Labor & Material \$1200.00

PLEASE NOTE: TJ's will flush out gutters and downspouts if requested, weather permitting: Please note there is an additional charge and we must have access to water. If any gutter guards to be removed and re-installed there will be an additional charge.

TJ's Maintenance and Remodeling LLC, Terms of Contract

Should you decide to contract TJ's Maintenance & Remodeling LLC, please sign and return to our office, in signing you are accepting our proposal and "Terms of Contract" which states the customer's understanding and acceptance of the stated prices, specifications and conditions as detailed in this proposal. This proposal is valid for 30 days from the date of the proposal.

Absolutely no work will be scheduled until signed documents are received.

Payment terms are balance due upon completion, unless otherwise specified. Any past due invoices will incur a 3% finance charge on all balances exceeding 30 days. Finance charges will continue to accrue monthly until payment is made in full. Customer will pay all usual and customary charges associated with attorney, court fees and/or any fees associated with the collection of outstanding invoices.

This agreement may not be waived, altered or modified except by written agreement of all parties. No agent, employee or representative of TJ's Maintenance & Remodeling LLC has any authority to bind TJ's Maintenance & Remodeling LLC to any affirmation, representation or warranty, unless such is specifically included within this written agreement, it shall not be enforced. Customers remedied to this agreement are exclusive to this agreement.

This agreement contains the entire understanding of both parties and supersedes any and all oral and written communications, agreements or understandings between the parties concerning the subject matter hereof.

All work shall be performed during "Regular" Business Hours between 8am and 5pm, Monday through Friday; otherwise, "Premium Time" rates will apply. This proposal does not include any overtime charges, permits, bonds or any items above and beyond our scope of work listed. Extras and unforeseen Conditions: We always try to be thorough in our estimates. However, it is impossible to foresee what is behind, hidden or unknown. Therefore, any unforeseen items are considered an "Extra" and billed on a time and material basis at \$65.00 per man-hour, plus the cost of related materials. Billable time includes extra travel, materials procurement, extra coordination and actual work.

Liability: TJ's Maintenance & Remodeling LLC will be held harmless and without liability for any damage to clients property which results <u>INDIRECTLY</u> from the work performed by TJ's Maintenance & Remodeling LLC under this agreement. TJ's Maintenance & Remodeling LLC will not be responsible for any damaged or broken items incurred <u>prior to our arrival</u> on the property. Furthermore, TJ's Maintenance & Remodeling LLC are not Engineers or certified in repairing, specing, or suggesting in any construction projects we are working on or consulting on. WE ALWAYS recommend certified Engineers be called in for liability issues. TJ's Maintenance & Remodeling LLC will not be liable for any repairs approved and an Engineer consulted by any Association, Property Manager or Homeowner, TJ's Maintenance & Remodeling LLC will be held harmless, as we are directed by the Property Managers, Homeowners and/or Associations. TJ's Maintenance & Remodeling LLC cannot be held responsible for damages reported to our office in excess of 30 days beyond completion of the project. TJ's Maintenance & Remodeling LLC also has first rights to rectify any damages. Otherwise, TJ's Maintenance & Remodeling LLC cannot be held liable for any losses. TJ's Maintenance & Remodeling LLC carries all required liability and workman's compensation insurance: Certificate of insurance is available on request. Warranties: There are no warranties expressed or implied, including any warranty on merchantability or fitness, for an intended purpose beyond those stated therein.

FALL WARRENTY: 3 month warranty: This warranty only goes into effect if all leaves have fallen prior to the cleaning of said gutters and downspouts. If cleanings are scheduled and/or completed prior to this time frame <u>no warranty is offered</u>. Additional charges will be applied if TJ's needs to return.TJ's Maintenance & Remodeling, LLC will be held harmless and without liability due to prevailing weather conditions. TJ's Maintenance cannot control weather conditions and cannot guarantee scheduling due to said weather conditions which includes but is not limited to rain, sleet, snow and/or ice and any other conditions which would make it unsafe for personnel and/or structures.

Respectfully Submitted: Timothy P. McLaughlin TJ's Maintenance and Remodeling LLC Note: This proposal may be withdrawn by us if not accepted within 30 days

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date _____

Signature:______

Print Name: ______

Date _____

Signature:

Print Name:



Commercial/Residential Fully Insured FREE Estimates

ESTIMATE

ESTIMATES DO NOT INCLUDE REMOVING PAINT or HARD WATER STAINS UNLESS SPECIFIED

847-529-4941 Pressure Washing Available

Date: 11–10–18 Referral Source: _____

Name: DEERPATH LAKE OF PALATINE.

Address: 518 E. FAWN LN.

City: PALATINE State: IL Zip Code: 60074

Phone: 847- 505-8010 Email:

Instructions CLEAN GUTTERS & FLUSH DOWNSPOUTS OF 52UNITS IN 8 TWO STORY BUILDINGS.

TOTAL COST OF \$1,650.00 DOLLARS

We Do Accept VISA/MC www.panelesslyclean.com plc@panelesslyclean.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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| 10 2010-202 | ler Insurance Inc | | | | NAME: | Patty Gor | ızalez | FAX | |
| | 59 S Pulaski Rd | | | | PHONE (A/C, No E-MAIL | | 1 : | FAX (A/C, No): | |
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| LTR | TYPE OF INSURANCE | INSD | WVD | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | (MM/DD/YYYY) | LIMITS | |
| | | | | | | | | EACH OCCURRENCE \$ | 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | | PREMISES (Ea occurrence) \$ | 100,000 |
| А | | | | CL0200528 | | 05/15/2019 | 05/15/2010 | MED EXP (Any one person) \$ | 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | CL0200528 | | 05/15/2018 | 05/15/2019 | PERSONAL & ADV INJURY \$ | 1,000,000 |
| | | | | | | | | GENERAL AGGREGATE \$ | 1,000,000 |
| | OTHER: | | | | | | | PRODUCTS - COMP/OP AGG \$ | |
| | AUTOMOBILE LIABILITY | | | | | | | | |
| | ANY AUTO | | | | | | | (Ea accident) BODILY INJURY (Per person) \$ | |
| | OWNED SCHEDULED | | | | | | | BODILY INJURY (Per accident) \$ | |
| | HIRED NON-OWNED | | | | | | | PROPERTY DAMAGE | |
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| | UMBRELLA LIAB OCCUR | | | | | | | EACH OCCURRENCE \$ | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE \$ | |
| | DED RETENTION \$ | | | | | | | s | |
| | | | | | | | | X PER OTH- STATUTE ER | |
| А | ANY PROPRIETOR/PARTNER/EXECUTIVE | N/A | | WC0010781 | | 05/15/2010 | 05/15/2010 | E.L. EACH ACCIDENT \$ | 100,000 |
| A | OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) | | | wC0010781 | | 05/15/2018 | 05/15/2019 | E.L. DISEASE - EA EMPLOYEE \$ | 100,000 |
| | DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT \$ | 500,000 |
| | | Y | | | | | | | |
| DESC | RIPTION OF OPERATIONS / LOCATIONS / VEHICI | ES (| ACORE | 0 101, Additional Remarks Sched | ule, may | be attached if mo | pre space is requ | uired) | |
| | | | | | | | | | |
| | | | | | | | | | |
| CER | TIFICATE HOLDER | | | | CANC | ELLATION | | | |
| | Deerpath Lake of Palatine | | | | THE I | EXPIRATION D DRDANCE WIT | ATE THEREO H THE POLIC | ESCRIBED POLICIES BE CANCELI F, NOTICE WILL BE DELIVERED II Y PROVISIONS. | |
| | 518 E. Fawn Ln. Palatine, IL 60074 | | | | AUTHOR | | ITATIVE | | |
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| | 2018 Annual Budget | 2019 Proposed | Percent Increase |
|---|-----------------------|---------------|---------------------|
| Income | ¥ | | |
| Income-Assessments | | | |
| 4010 - ASSESSMENT INCOME | \$216,204.00 | \$216,204.00 | |
| Total Income-Assessments | \$216,204.00 | \$216,204.00 | |
| | | | |
| Income-Fees | | | |
| 4310 - LATE FEE/NSF FEE | \$0.00 | \$0.00 | |
| 4315 - FINES & FEES | \$0.00 | \$0.00 | |
| Total Income-Fees | \$0.00 | \$0.00 | |
| | | | |
| Total Income | \$216,204.00 | \$216,204.00 | |
| | | | |
| Expense | | | |
| Expense-Payroll | | | |
| 5035 - JANITORIAL CONTRACTED | \$4,620.00 | \$4,620.00 | |
| Total Expense-Payroll | \$4,620.00 | \$4,620.00 | |
| | | | |
| Expense-Utilities | | | |
| 5110 - ELECTRICITY | \$4,500.00 | \$4,500.00 | |
| 5120 - GAS | \$700.00 | \$970.00 | 38.57% |
| 5130 - WATER & SEWER | \$12,500.00 | \$15,000.00 | 20.00% |
| 5320 - SCAVENGER SERVICE | \$13,275.00 | \$13,275.00 | |
| Total Expense-Utilities | \$30,975.00 | \$33,745.00 | 8.94% |
| | | | |
| Expense-Landscape | | | |
| 5210 - LANDSCAPING CONTRACTS | \$9,600.00 | \$9,600.00 | |
| 5265 - TREE/SHRUB MAINTENANCE & PRUNING | \$1,740.00 | \$4,000.00 | 129.89% |
| 5280 - LANDSCAPING EXTRAS | \$10,000.00 | \$0.00 | |
| 5315 - SNOW REMOVAL | \$6,300.00 | \$6,300.00 | |
| Total Expense-Landscape | \$27,640.00 | \$19,900.00 | -28.00% |
| | | | |
| Expense-Repair & Maintenance | | | |
| 5410 - EXTERMINATING | \$2,690.00 | \$2,690.00 | |
| 5420 - FIRE/SAFETY EXPENSES | \$6,250.00 | \$9,800.00 | 56.80% |
| 5430 - PLUMBING/SEWER EXPENSES | \$500.00 | \$500.00 | |
| 5440 - SECURITY/INTERCOM EXPENSES | \$0.00 | \$2,000.00 | |
| 5464 - REPAIRS TO UNITS | \$0.00 | \$0.00 | |
| 5470 - COMMON AREA LIGHTING | \$250.00 | | |
| 5475 - INTERIOR PAINTING/DECORATING | \$5,000.00 | | |
| 5515 - EXTERIOR MAINTENANCE | \$5,000.00 | | |
| 5530 - GUTTERS & DOWNSPOUTS | \$725.00 | | 106.90% |
| 5560 - POOL/SPA EXPENSE | \$11,600.00 | \$11,600.00 | |
| Total Expense-Repair & Maintenance | \$32,015.00 | \$33,340.00 | 4.14% |
| | | | |
| Expense-Adminstrative | | | |
| 5710 - INSURANCE PREMIUM | \$22,660.00 | | 2.00% |
| 5715 - MANAGEMENT FEE | \$18,370.00 | | 2.99% |
| 5722 - PROF FEES -ACCOUNTING/ AUDITING | \$375.00 | | |
| 5724 - PROF FEES - LEGAL | \$2,500.00 | | -20.00% |
| 5728 - TELEPHONE & INTERNET | \$400.00 | | |
| 5730 - BANK FEE CHARGES | \$0.00 | \$0.00 | |

| | 2018 Annual | | Percent |
|--|---------------|---------------|----------|
| | Budget | 2019 Proposed | Increase |
| 5735 - FEES AND PERMITS | \$10.00 | \$10.00 | |
| 5740 - PRINTING & COPIER EXPENSE | \$800.00 | \$650.00 | -18.75% |
| 5745 - POSTAGE & DELIVERY | \$650.00 | \$450.00 | -30.77% |
| 5795 - MISC ADMIN EXPENSE | \$300.00 | \$300.00 | |
| Total Expense-Adminstrative | \$46,065.00 | \$46,218.00 | 0.33% |
| Expense-Reserves | | | |
| 5910 - CONTRIBUTION TO/(FROM) RESERVES | \$74,889.00 | \$78,381.00 | 4.66% |
| Total Expense-Reserves | \$74,889.00 | \$78,381.00 | 4.66% |
| Total Expense | \$216,204.00 | \$216,204.00 | |
| Operating Net Income | \$0.00 | \$0.00 | |
| Reserve Income | | | |
| Reserve-Income | | | |
| 7110 - CONTRIBUTION TO/(FROM) RESERVE | \$74,889.00 | \$78,381.00 | 4.66% |
| 7115 - SPECIAL ASSESSMENT INCOME | \$65,000.00 | \$65,000.00 | |
| 7190 - INTEREST INCOME | \$300.00 | \$450.00 | 50.00% |
| Total Reserve-Income | \$140,189.00 | \$143,831.00 | 2.60% |
| Reserve Expense | | | |
| Reserve-Expense | | | |
| 8110 - BANK LOAN PAYMENTS | \$20,016.00 | \$20,016.00 | |
| 8210 - LANDSCAPE IMPROVEMENTS | \$0.00 | \$25,000.00 | |
| 8530 - ROOFING | \$175,459.00 | \$0.00 | |
| 8555 - DRIVEWAYS / SEALCOATING | \$0.00 | \$6,500.00 | |
| 8725 - PROFESSIONAL FEES | \$0.00 | \$0.00 | |
| 8731 - INTEREST EXPENSE | \$0.00 | \$3,600.00 | |
| Total Reserve-Expense | \$195,475.00 | \$55,116.00 | -71.80% |
| | (055,000,00) | ¢00.745.00 | 000 47% |
| Reserve Net Income | (\$55,286.00) | \$88,715.00 | -260.47% |

DEERPATH LAKE OF PALATINE CONDOMINIUM ASSOCIATION RESOLUTION TO ADOPT A WRITTEN POLICY FOR RESOLVING COMPLAINTS MADE BY UNIT OWNERS PURSUANT TO SECTION 35 OF THE ILLINOIS CONDOMINIUM AND COMMON INTEREST COMMUNITY OMBUDSPERSON ACT

WHEREAS, the DEERPATH LAKE OF PALATINE CONDOMINIUM ASSOCIATION ("Association") is governed by provisions of the Association's Declaration of Condominium ("Declaration"), and the Illinois Condominium Property Act; and

WHEREAS, Section 35 of the Illinois Condominium Property Act provides that every unit owners' association must comply with the Condominium and Common Interest Community Ombudsperson Act and is subject to all provisions of the Condominium and Common Interest Community Ombudsperson Act; and

WHEREAS, Section 35 of the Condominium and Common Interest Community Ombudsperson Act ("Ombudsperson Act") requires the Association to adopt a written policy for resolving complaints made by Unit Owners, and the Board of Directors ("Board") of the Association desires to adopt such a policy.

NOW THEREFORE, in furtherance of the foregoing, the Board of Directors of the Association does hereby adopt the following written policy for resolving complaints made by Unit Owners pursuant to Section 35 of the Ombudsperson Act.

Adopted by the Board of Directors at a meeting held on _____, 2018, at , Illinois.

Motion made by______and seconded by______.

Vote Taken:

For _____ Against _____ Abstain _____

POLICY FOR RESOLVING COMPLAINTS MADE BY UNIT OWNERS PURSUANT TO SECTION 35 OF THE ILLINOIS CONDOMINIUM AND COMMON INTEREST COMMUNITY OMBUDSPERSON ACT

The following is the Policy of the Board of Directors ("Board") of the DEERPATH LAKE OF PALATINE CONDOMINIUM ASSOCIATION (the "Association") for resolving complaints made by Unit Owners pursuant to Section 35 of the Condominium and Common Interest Community Ombudsperson Act ("Ombudsperson Act").

1. Unit Owners who wish to make a complaint ("Complaining Unit Owner") to the Association pursuant to Section 35 of the Ombudsperson Act must complete, date, and sign a Complaint Form. The required Complaint Form is attached to this Policy.

2. The Complaining Unit Owner must deliver a completed Complaint Form to the Association, by certified mail or in person, to the Management Office/Board, at the following address:

_____, within thirty (30) days of the date of the event that is the subject of the Complaint.

3. Within thirty (30) days of receipt of a Complaint Form from a Complaining Unit Owner, the Board shall meet in executive session to review the Complaining Unit Owner's Complaint. At such meeting, the Board may make a Final Determination in response to the Complaining Unit Owner's Complaint, or may make a determination that additional information/documents and/or investigation is required in order to respond to the Complaining Unit Owner's Complaint before making a Final Determination.

4. (a) If the Board determines that additional information/documents is required in order to review the Complaining Unit Owner's Complaint before making a Final Determination, the Board shall promptly make a request for such additional information/documents to the Complaining Unit Owner. The Complaining Unit Owner shall deliver such additional information/documents, by certified mail or in person, to the Management Office/Board, at the address provided in Section 2, within ten (10) days of the date of the Board's request for additional information/documents.

(b) If the Board determines that additional investigation is required in order to respond to the Complaining Unit Owner's Complaint before making a Final Determination, the Board shall promptly engage in such investigation.

(c) Within thirty (30) days after receipt of the additional information/documents requested under Section 4(a) above and/or the conclusion of its investigation under Section 4(b) above, the Board shall meet in executive session to review the Complaining Unit Owner's Complaint, the additional information/documents, and the results of its investigation. At such meeting, the Board shall make a Final Determination in response to the Complaining Unit Owner's Complaint, unless the Board determines that it still does not have sufficient information/documents in order to respond to the Complaint before making a Final Determination/documents in order to respond to the Complaining Unit Owner's Complaint before making a Final Determination, or determines that further investigation of the Complaining Unit Owner's Complaint is necessary, the Board shall promptly seek such additional information/documents and conclude its investigation, and shall reconvene, as soon as practical thereafter in order to respond to the Complaining Unit Owner's Complaint.

5. The Final Determination of the Board in response to a Complaining Unit Owner's Complaint shall be:

(a) Made in Writing;

(b) Made within a reasonable time after receipt of the Complaining Unit Owner's Complaint, provided that the Board shall use its best efforts to make a Final Determination in response to a Complaining Unit Owner's Complaint within ninety (90) days of the date of receipt of the Complaining Unit Owner's Complaint.; and

(c) Marked clearly and conspicuously as "Final."

6. The decision of the Board to approve the written Final Determination in response to a Complaining Unit Owner's Complaint shall be made at a Board meeting, or portion thereof, open to the Unit Owners; however, the details of the written Final Complaint shall not be disclosed at the Board meeting, or portion thereof, open to the Unit Owners.

7. The written Final Determination shall include the following:

(a) A summary of the Complaining Unit Owner's Complaint;

(b) A summary of the documents and information considered by the Board.

(c) The Board's determination with respect to the Complaining Unit Owner's Complaint and any action to be taken by the Association pursuant to such a determination.

8. The written Final Determination of the Board in response to a Complaining Unit Owner's Complaint shall be issued to the complaining Unit Owner by certified mail, within ten (10) days after the date the Board approves the written Final Determination.

9. The written Final Determination shall be deemed confidential and shall not be available to any person other than the Complaining Unit Owner, the Board of Directors, and the Association's managing agent (if any), and the Complaining Unit Owner shall not disclose the written Final Determination to any person (other than such Complaining Unit Owner's attorney), except as may be required by law.

10. The Complaining Unit Owner shall cooperate with requests of the Board for additional information/documents.

11. All Complaint Forms and additional information/documents requested by the Board in connection with the Complaining Unit Owner's Complaint shall be date stamped by the Association upon receipt.

12. The foregoing procedure shall <u>not</u> be available:

(a) If the Complaining Unit Owner owes outstanding assessments, fees, or funds to the Association, unless the assessments, fees or funds are central to the Complaining Unit Owner's Complaint.

(b) If there is a pending complaint filed in any court or administrative tribunal in any jurisdiction or for which arbitration or alternative dispute resolution is scheduled to occur or has previously occurred, concerning the subject matter of the Complaining Unit Owner's Complaint.

(c) To address violations of the Association's Declaration and or Rules for which the Board can levy a fine, as that is governed by a separate procedure.

13. This Policy shall be made available to all Unit Owners upon request.

14. If adopted by the Board of Directors prior to January 1, 2019, this Policy shall be effective on January 1, 20

DEERPATH LAKE OF PALATINE CONDOMINIUM ASSOCIATION UNIT OWNER COMPLAINT FORM

| Unit Owner Name: |
|---|
| Unit No. and Address: |
| Phone No. |
| Date of Event: |
| Time of Event: |
| Location of Event: |
| Description of Event: |
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| (Use Additional Copies of Form if Necessary) |
| The following documents are attached concerning the Incident: |
| Names and Contact Information for Witness(es) to Incident (if applicable) |
| ,20 |

Unit Owner Signature