

## WYNDHAM CLUB CONDOMINIUM ASSOCIATION

### RESOLUTION

WHEREAS, the Wyndham Club Condominium Association (“Association”) is an Illinois not-for-profit corporation, organized and operating for the purpose of administering and maintaining the common elements at the property commonly known as the Wyndham Club; and

WHEREAS, Association is administered by a duly elected Board of Directors in accordance with a certain Declaration and By-Laws; and

WHEREAS, the Board of Directors is charged with the responsibility of maintaining the property and acting in the best interests of the members of the Association; and

WHEREAS, the Board of Directors has deemed it to be in the best interests of the Association to adopt the following rules regarding the Crime-Free leasing Program.

NOW, THEREFORE, BE IT RESOLVED:

1. The rules and regulations of the Wyndham Club Condominium Association are amended to include the following provisions:

#### **Leases, Tenants and Non-Resident Unit Owners**

It is the owner's responsibility to comply with the following:

Provide the Association with a copy of the lease and executed lease rider, or any renewals thereof, and Crime free Lease Addendum **no less than ten days** prior to occupancy. The lease must include names of all the residents. All tenants must be provided a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the unit. All leases must be in writing and for a period of not less than one year. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. All current tenants will receive the new Crime Free Addendum within thirty (30) days of filing with the County.

During the terms of the lease, no new roommate may move in without a new lease being generated, containing the names of all tenants residing in the unit, (A new roommate is someone staying longer than 30 days). A copy of the new lease, new lease rider and **Crime free Lease Addendum** must be sent to the management office. A background criminal check must be done on the new person(s) prior to moving in. All moving rules must be followed during this time.

There are several important items that every investor-owner must consider before leasing his/her unit. Wyndham Club is a Crime Free Community and has implemented this program:

A. Owners must notify prospective tenants that Wyndham Club is a **Crime Free Community**.

B. Owners must show current and/or prospective tenants the **Crime Free Lease Addendum**. This addendum must be initialed by prospective tenants to indicate they have seen it prior to completing the application. This includes all current tenants.

C. Owners must get a completed application from prospective tenants.

D. Owners must do a criminal background check on current tenants within 30 days of the effective date of this Resolution and on all prospective tenants prior to their move into a unit. This must be done for everyone who will be residing in the unit who is over the age of 18. Owners must submit proof to the management company that this was done prior to the tenant moving into the unit. This shall also be done on a yearly basis regardless of the term of the Lease. All such costs shall be borne by the Owner. The criminal background check shall be based on a national search of records.

SHOULD ANY OWNER FAIL TO COMPLY WITH SECTION 1, A, B, C OR D ABOVE THEY WILL BE FINED \$500.00.

E. All leases must be in writing and for a period of not less than one year unless the Board consents in writing to the contrary. No unit owner may lease less than the entire unit. The unit may not be leased for transient or hotel purposes. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. Owners must get the **Crime Free Lease Addendum** and the **Lease Rider** signed by all tenants and must make it a part of their lease. The Owner is also required to submit a signed copy of the Addendum to Wyndham Club's property management company prior to leasing their premises, along with the Resident Information form stating their number and name of all tenants, including children, who will be residing at their unit. This information will also include the phone number of the unit, all work numbers, emergency contact information, make, model and license plate number of vehicles used by the occupants.

F. All leases must be current. The management office must be sent a copy of all updated leases and lease riders 10 days prior to the effective date of renewal. Failure to do so will result in a \$1000.00 fine as well as \$100 additional fine per week until compliance. Additionally, unless otherwise provided by law, any Unit Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such Unit Owner caused by any delays in receiving notice resulting there from.

G. Discrimination on the basis of age, race, color, creed, national origin or sex is not allowed.

H. If a tenant violates the documents or rules and regulations, the owner shall also be held responsible. The Association shall have the right to maintain an action for eviction directly against the tenant and owner in the event that the tenant is held to be in violation of the Declaration or the rules and regulations, in accordance with the rights of the Association under the Declaration.

I. Any violations of the Declarations, By-Laws or these Rules and Regulations may result in a flat or daily fine or in more serious situations, barring a tenant from moving in or initiating eviction proceedings. All fines, costs and legal fees will be charged to the unit owner.

J. Sub-leasing is not allowed.

K. Owners may not rent their units to any person or persons who have a) ever been convicted of any violent criminal activity or b) been convicted of a drug-related criminal activity within the last ten (10) years. "Violent criminal activity" is defined as any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. "Drug-related criminal activity" is defined as the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 802]).

A VIOLATION OF SECTIONS F, G, H, I, J OR K AS SET FORTH ABOVE MAY RESULT IN A MINIMUM \$1000.00 FINE FOR THE FIRST VIOLATION, \$1250.00 FOR THE SECOND VIOLATION, AND \$1500.00 FOR THE THIRD AND EACH SUBSEQUENT VIOLATION.

Anytime a crime is committed on this property which involves a resident, tenant, guest, or invitee of a tenant, resident or guest, regardless of age, the following fines will be assessed to the owner of the respective unit involved.

Activities on this property such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness (adult), party out-of-control if supported after notice and opportunity to be heard on the matter:

1 <sup>st</sup> offense	\$100.00
2 <sup>nd</sup> offense	\$250.00
Thereafter	\$500.00

Activities on this property such as, but not limited to, domestic violence, child abuse, assault, burglary, theft, public drunkenness (minors), possession of illegal drugs,

minors in possession of alcohol, DUI, possession of stolen property if supported, after notice and opportunity to be heard on the matter:

1<sup>st</sup> offense \$250.00  
Thereafter \$500.00 per incident

Activities on this property such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity; illegal possession of firearm or weapon; discharge of firearm, aggravated assault, arson, kidnapping, murder if supported, after notice and opportunity to be heard on the matter.

1st offense and thereafter \$1000.00 per incident

A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a **single violation** shall be good cause for **IMMEDIATE termination of the lease** under Illinois Compiled Statute.

This policy becomes effective \_\_\_\_\_, 2\_\_\_\_. All lease agreements signed prior to this date shall still be subject to the above rules; however, the owner shall be required to provide the Association with a criminal background check for any tenants who are over the age of 18 within 30 days of the effective date of this Resolution. Owners are immediately responsible for providing the association with a current Resident Information Form. The names on the Resident Information Form should be the same as those on the lease. Owners are also responsible for providing their tenants with information regarding this program and letting them know that crime will not be tolerated at Wyndham Club.

Fines for actions of individuals may be mitigated on a case by case basis (depending on the severity of the crime or damage and positive action taken regarding correction), with any decision made to be in the discretion of the Board and its decision shall be final and binding.

All expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Unit Owner responsible.

**Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.**

**Board of Directors of Wyndham Club Condominium Association**

**By:** \_\_\_\_\_  
**Its President**

**ATTEST:**

**By:** \_\_\_\_\_  
**Its Secretary**