

WYNDHAM CLUB RENTER MOVE-IN APPLICATION
CONDO/TOWNHOME BUILDING # _____
UNIT # _____

This application is to be completed and mailed or delivered (address below) with two checks, one for \$100.00 and the second for \$50.00, payable to Wyndham Club for the following:

\$100 refundable if there is no damage while moving in
\$50.00 non-refundable – move in fee

PLEASE NOTE: If the post-move in inspection reveals that damage has occurred during the move or that the common areas are not clean, repair and/or cleaning charges will be deducted from the deposit before the amount to be refunded is determined. If damages exceed \$100.00, the deposit will be retained and the additional charges will be billed to the owner.

Mail or deliver checks with this completed application form to:

Wyndham Club Condominium Association
1215 Wyndham Ct.
Palatine, IL 60074

NAME: _____

Wyndham Address: _____

Real Estate Agent: _____
(if one used)

Date of Move: _____ Time of Move: _____

I (We) have read the rules and regulations set by Wyndham Club Board of Directors regarding the moving procedures. I (We) understand that the deposit will be refunded after the terms and conditions stated above have been met.

Signature: _____ Date: _____

Signature: _____ Date: _____

FOR OFFICE USE ONLY

Deposit Received: _____ Amount: _____ Check #'s _____

(Date Paid)

Refund Paid: _____ Amount: _____ Check # _____

RENTER OCCUPANT INFORMATION FORM

The Association's Declaration, which has been recorded against the property provides that all renters agree to be bound by the provisions of the declaration, by-laws and rules and regulations of the Association, including rules related to such items as pets, parking and uses of the unit. Owners are required to supply renters with a copy of the current rules and regulations.

ALL RENTERS OF WYNDHAM CLUB MUST PROVIDE THE FOLLOWING INFORMATION:

Unit Address: _____ Unit #: _____

Names of all residents Home phone Work phone Cell Phone E-Mail

Owner Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

VEHICLE INFORMATION:

Make/Model Color Year License Plate #

RENTER OCCUPANT INFORMATION FORM

Please list pets:

DOG: _____ CAT: _____
(breed/color/name/description) (breed/color/name/description)

DOG: _____ CAT: _____
(breed/color/name/description) (breed/color/name/description)

EMERGENCY CONTACT: In the event you can not be reached in an emergency, please provide the name and phone number of a friend or relative nearby that would have keys to your unit.

Renter's Emergency Contact:

Name: _____ Phone: _____

Owner's Emergency Contact:

Name: _____ Phone: _____

I/(WE), THE UNDERSIGNED OWNER(S)/RENTER(S)/OCCUPANT(S), CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I/(WE) FURTHER CERTIFY THAT I/(WE) HAVE READ ALL THE INFORMATION CONTAINED IN THIS DOCUMENT, INCLUDING THE NOTICES CONCERNING MY (OUR) OBLIGATIONS.

Signature of Owner

Signature of Renter

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 st offense	\$100.00
2 nd 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:

1st 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

Crime-Free Lease Addendum

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner (or Owner's agent or representative) and Resident agree as follows:

1. Tenant, any member of Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, **shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises.** Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Illinois Compiled Statutes).

2. Tenant, any member of Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, shall **not engage in any act intended to facilitate or that does facilitate criminal activity,** including drug-related criminal activity, on or near the said property.

3. Tenant, and every member of the household **shall not permit the dwelling unit to be used for criminal activity, or to facilitate criminal activity,** in the unit or on the common grounds, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest, or invitee, and regardless if the Tenant is at home during any such offense.

4. Tenant, any member of Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, **shall not engage in the unlawful manufacturing, selling, using storing, keeping, or giving of a controlled substance at any location whether in, at, on, or near the property.**

5. Tenant, any member of Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, **shall not engage in any illegal activity, including prostitution,** as defined in the Illinois Compiled Statute, **threatening or intimidating** as prohibited in the Illinois Compiled Statute, **assault** as prohibited in the Illinois Compiled Statute **INCLUDING BUT NOT LIMITED TO the unlawful discharge of firearms** on or near the dwelling unit or common grounds, or **any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious damage** as defined in the Illinois Compiled Statute.

VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. 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. Unless otherwise provided by law, proof of violation shall not require a criminal conviction but shall be BY A PREPONDERANCE OF EVIDENCE. Tenant consents to venue in any justice court precinct within the county wherein the unit is located in the event Owner initiates legal action against the Tenant. Tenant hereby waives any objection to any venue chosen by owner. Furthermore, Tenant agrees that in any legal proceeding brought by owner against Tenant, that Owner may, at Owner's sole discretion, allege that the rental value of Tenant's premises is less than the actual periodic rental payment Tenant is charged as set forth in this agreement so that action may be taken through the justice system.

Tenant agrees that service of process of any legal proceeding, including but not limited to a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signer, occupant or guarantor, if waived upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a Tenant, co-signer, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the initial lease.

In case of conflict between the provisions of this addendum and any other provisions of the leases, the provisions of the addendum shall govern.

This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident's Signature

Owner's Signature

Date: _____

Date: _____

Property Address: _____