



1449 North Winslowe Drive  
Palatine, Illinois 60074

**Brentwood of Palatine Condominium Association  
Rules and Regulations  
As Adopted January 2011**

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Brentwood of Palatine Condominium Association is a Crime Free property. All persons residing or wishing to reside on the property shall be required to comply with the Crime Free Multi Unit Housing Policy detailed within these rules and regulations.

The first responsibility any new resident of Brentwood of Palatine Condominiums should keep in mind and practice every day is CONSIDERATION for your neighbors. Complaints of noise, particularly from loud stereos, radios and televisions are the most common problems that are brought to the attention of the Board of Directors.

Another very common issue at Brentwood of Palatine is water damage to lower units from an upstairs unit. Keep your kitchen and bathroom fixtures in proper operating condition; check and repair the caulking around your bathtub when needed; and don't forget when you have the water running. Don't leave your unit un-attended with the dishwasher running or any faucets open. Unit owners are fully responsible for leaks into other units caused by fixtures in their units. If the Association is forced to intervene to prevent damages to Common or Limited Common Elements, the source Unit will be charged for all materials and a per hour rate for labor not less than \$25.00 / hr.

**PLEASE REMEMBER INVESTOR-OWNERS ARE RESPONSIBLE FOR SEEING THAT THEIR TENANTS ABIDE BY, AND ARE FURNISHED WITH, THE RULES AND REGULATIONS OF THE ASSOCIATION.**

All owners and residents, including tenants are responsible for knowing and abiding by the Declaration, By-Laws and the Rules & Regulations of the Association, and ensuring that their guests abide by them also. Any owner who did not receive copies of such with the purchase of their unit should contact the property Management Company or the Board immediately. If any Owner has lost their copy, a photocopy will be made available at a reasonable cost.

The Association shall have the right to undertake any repair needed under the guidelines of the Declaration, By-Laws and Rules and Regulations, and where justified, the costs of such repairs shall be charged to the Unit Owner.

#### **Unit / Association Costs & Responsibilities for Damages**

Except as provided in Section 3.01(c) of the Declaration, each Owner shall furnish and be responsible, at his expense, for all of the maintenance, repairs and replacements within his Unit and the Exclusive Limited Common Elements connected to or a part of his Unit and shall keep them in good condition and repair. The Board may, in its discretion, cause maintenance services to be performed within a Unit or to the Exclusive Limited Common Elements appurtenant thereto upon the request of an Owner and may charge a reasonable fee for such services. Without limiting the foregoing, to the extent that insurance carried by the Condominium Association covers damage to a Unit or the Exclusive Limited Common Elements appurtenant thereto (including, without limitation, broken windows, or perimeter doors), the Condominium Association shall make any insurance proceeds received by the Condominium Association as a result of any such damage available to the Owner to pay for or reimburse the Owner for payment of the cost of repairing the damage.

Except as provided in Section 3.01(d) of the Declaration, whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any Unit or the Exclusive Limited Common Elements is necessary to protect the Condominium Elements or any other portions of the Condominium Property,

- If such work is made necessary through the fault of the Owner, then the Board may direct the Owner thereof to perform such maintenance, repair, or replacement and pay the cost thereof to the extent not covered by insurance, if any, carried by the Condominium Association, including, without limitation, the deductible amount under any applicable insurance policy, or
- If such work is made necessary through no fault of the Owner, then the Board may cause the work to be done and may, in its discretion, assess the cost thereof directly to the Owners of the Units, or Exclusive Limited Common Elements appurtenant thereto, with respect to which the work is done on the basis of Undivided Interests, equal shares or such other reasonable basis as the Board shall deem appropriate. If an Owner fails or refuses to perform any such maintenance, repair, or replacement.



within a reasonable time after being so directed by the Board pursuant to the preceding sentence, then the Board may cause such maintenance, repair, or replacement to be performed at the expense of such Owner. The determination of whether or not the work is made necessary through the fault of the Owner shall be made by the Board and such determination shall be final and binding.

- Every Owner should be aware that pursuant to Section 1.11 of the Declaration, **Exclusive Limited Common Elements** are defined as "Any system or component part thereof which serves the Unit exclusively to the extent that such system or component part is located outside the boundaries of the Unit;" and that pursuant to Section 3.02 of the Declaration, "(a) ...each Owner shall furnish and be responsible, at his expense, for all of the maintenance, repairs and replacements within his Unit and the **Exclusive Limited Common Elements** appurtenant to his Unit and shall keep them in good condition and repair..."

What this means is that, except as provided in Section 3.01 of the Declaration, any plumbing pipes, valves, fittings and any other fixtures, including shower valves and heads, faucet vales and fixtures, the piping connected to any such fixtures leading to or connected to **Common Elements**, and any other items serving solely a single Unit are that Unit Owner's responsibility to maintain in good repair. In the event that the Association, in order to protect the integrity and proper working order, determines that maintenance, repair or replacement in necessary to such **Exclusive Limited Common Elements**, the costs for such maintenance, repair and replacement shall be borne by the Unit Owner that those Exclusive Limited Common Elements serve.

Pursuant to Section 5.04 of the Declaration, every Unit Owner shall purchase and maintain homeowners insurance. The Association has the right to require proof of insurance for every Unit. Every Unit Owner is strongly encouraged to also obtain an H06 policy of insurance, which will cover any personal items in storage lockers in the basements. Adequate insurance coverage will not only protect the structure and contents of your Unit, but will also cover any damages to other Units or Common Elements caused by your Unit. Proof of current insurance coverage shall be provided to the association within 10 days of written request, and / or as part of a completed Owners registration form. In the event that your Unit suffers damages from any source, and of any kind, a claim should be filed with your Insurance provider. Your provider will then investigate the issue, identify the liable party (whether another Unit Owner, the Association or other party), and will seek the proper reparations from said party.

#### Transference of Responsibility

Brentwood of Palatine Condominium Association Unit Owners are ultimately responsible for their own actions, the actions of their tenants and of any guests visiting them. If a tenant causes damages to the property or commits violations of the Declaration, the By-Laws or the Rules and Regulations, the Association's natural and ultimate recourse is to seek relief from the Unit Owner. Likewise, if a guest or visitor causes damages or commits violations of the Declaration, the By-Laws or the Rules and Regulations, the Association's ultimate recourse is to seek relief from the Unit Owner. With the exceptions of criminal offenses that are enforced by government agencies, it is not possible to seek recovery or penalties from persons unknown to the Association. This is a very important concept to be understood by all Unit Owners.

Tenants shall be provided, by the Unit Owner, with copies of these Rules and Regulations prior to the tenant occupying the Unit, and shall be informed by the Unit Owner that it will be their landlords who could be forced to pay fines and other penalties if they are found to have committed violations. Additionally, any guests or visitors are expected to follow these Rules and Regulations. The security of our investments, the well-being of residents and ultimately, the property values are at stake and should be regarded as such by all residents of Brentwood.

The Association shall have the right, under the Illinois Condominium Act, the Declaration, By-Laws, Rules and Regulation and the Crime Free Multi Unit Housing Addendum to undertake any actions deemed to be necessary, in the opinion of the Board, to ensure the proper regard for the Common and Limited Common Elements, including without limitation, the levying of fines and penalties, the limiting of privileges and ultimately, the removal of tenants as well as other equitable actions to the Unit Owner.

## ASSESSMENT COLLECTION POLICY

Unit assessments are necessary to fund the operation of the Association and the maintaining of the Common Elements of the property. To ensure the collection of assessments from every Unit Owner, the following policy is in effect:

| ACTION   | Date of ACTION                                    |
|--|---|
| 1     Assessment Due Date  | 1st of every month                                |
| 2     End of "Grace" period  | 15th of current month                             |
| 3     Send notice of non-payment   | 16th of current month                             |
| 4     Add \$25.00 Late charge  | 16th of current month                             |
| <b>****Additional Legal fees shall be incurred for the following actions****</b> |   |
| 5     Send 30 day notice of intent to file forcible<br>detainer action           | 16th of 2nd month                                 |
| 6     File forcible detainer action  | 30 days after mailing of intent<br>to file notice |

Assessments are due on the 1<sup>st</sup> of every month.

Any and all legal and administrative fees incurred by the Association in an attempt to collect assessments will be charged to the delinquent unit owner as provided in the Declaration and By-Laws of the Brentwood of Palatine Condominium Association.

**The Association has the right to suspend any and / or all Unit privileges, such as parking permits, pool passes, clubhouse rental etc. on those units whose account is delinquent. Any such suspension shall affect any tenants which may reside in the Unit.**

A Non-Sufficient Funds (N.S.F.) check returned by the Association's bank shall incur an automatic charge to the owner, as set by the Board / Management Company, to cover bank and administrative costs.

Unexpected circumstances arise in all of our lives, and the Association may be open to negotiate reasonable re-payment arrangements, in conjunction with legal Counsel, for any Owner whose account is in arrears to bring the status to "current".

**Please be advised that the Association is prohibited by law to forgive, forego or reduce the amount of Assessments due to an Account.**

## CRIME FREE MULTI UNIT HOUSING POLICY Page 1 of 2

Effective March 1st, 2009, the Brentwood of Palatine Condominium Association shall be considered a Crime Free Community, and as such, certain responsibilities and requisite actions shall be required prior to **any potential resident** moving onto the property. **Criminal background checks of all potential residents shall be required.** This includes purchasers, tenants, roommates and any other potential residents of the property. Previous convictions / arrests for any of the activities listed within this policy shall require approval from the Board at a hearing prior to the right to occupy being granted.

The Association reserves the right to prohibit residency to any persons convicted of any of the criminal activity listed within this policy, or any criminal activity deemed by the Board as detrimental to the health and / or safety of residents and the community and may seek to enjoin a resident from occupying a unit or seek to evict a resident under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the requirements prescribed by the Declaration, By-Laws, and Rules and Regulations of the Association.

Owners intending to execute or renew a lease for Unit(s) within the Association must:

- I. Provide the Association with a copy of the lease, credit, consumer background and criminal background checks and **Crime Free Lease Addendum** (a copy of which is attached hereto), executed by the tenants not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. The lease must include names of all the residents of the unit. All tenants must be provided, by the Unit Owner, a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the unit. All leases must be in conformance with, and make specific reference to, the legal documents of the Association.
- II. 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 five (5) 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]).

There are several important items that every investor-owner must consider before leasing his/her unit. The Brentwood of Palatine Condominium Association is a **Crime Free Community** and has implemented this program:

1. Sellers must notify prospective buyers, and Owners must notify prospective tenants that the Brentwood of Palatine Condominium Association is a **Crime Free Community and that criminal background checks are required prior to occupancy.**
2. Owners must show 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.
3. The Association shall have the right to undertake to have criminal background checks performed on all potential residents of Brentwood of Palatine. The fees for these reports will be charged to the Unit Owner's account.

Anytime a crime is committed on this property which involves a resident, tenant, guest, or invitee of a tenant, resident or guest the following fines may 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 | <b>\$ 50.00</b> |
| 2 <sup>nd</sup> offense | <b>\$250.00</b> |
| Thereafter              | <b>\$500.00</b> |

**CRIME FREE MULTI UNIT HOUSING POLICY** Page 2 of 2

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 | <b>\$150.00</b>              |
| Thereafter              | <b>\$500.00 per incident</b> |

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

**1st offense and thereafter      \$1000.00 per incident**

In addition to any other remedies, by filing an action jointly against the tenant and the unit owner, the Association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Declaration, By-Laws, and Rules and Regulations of the Association. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or bylaws of the Association. A criminal conviction is not required to be considered a commission of the aforementioned activities, rather a preponderance of the evidence shall suffice, following an opportunity for the accused to provide testimony before the hearing panel or Board. The determination of the hearing panel or Board shall be final and binding.

This Policy shall be congruent with, and supplemental to the Palatine Village Crime Free Multi Unit Housing Ordinance 01207, shall not inhibit independent actions of the Village in the enforcement of any and all Village Ordinances, laws, statutes. The Association shall reserve the right to administer any sanctions, fines, fees or any other actions set forth under this policy independently of the Village or any other agencies or authorities.

**Effective as of the adoption date of these Rules and Regulations, the rental or leasing of Units is limited to a total of twenty percent (20%) of the Units. Those Owners leasing Units in the Association as of the adoption date of these Rules and Regulations may continue to lease their units until they sell or otherwise transfer ownership of the unit. Such "grandfathered owners" must abide by all of the terms of the Declaration, including this policy, with the sole exception of the twenty percent (20%) cap on Units leased. With respect to all other Owners, including Owners not currently leasing and those Owners who purchase, or otherwise receive ownership of, Units after the adoption date of these Rules and Regulations, the following provisions shall apply:**

- A. Any Unit Owner desiring to lease out their Unit must apply to the Board prior to entering into a lease agreement and their name will be added to a waiting list to be maintained by the Board or the managing agent.
- B. Whenever twenty percent (20%) or more of the Units at the Association are being leased, no other Units may be leased except as set forth below in subparagraphs (b) and (c).
  - a. At such time as twenty percent (20%) of the number Units at the Association are being leased out the name on the waiting list for the longest period of time shall have the first opportunity to lease their Unit. That Unit Owner will be given thirty (30) days to indicate whether they intend to lease out their Unit. That Unit Owner will then have an additional thirty (30) days to present a signed lease to the Board, otherwise the right to lease shall pass to the next Unit Owner on the waiting list. The Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth herein. All leases must be for at least one (1) year. Further, all leases shall provide that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations under the Declaration.
  - b. Occupancy of a Unit by a blood relative(s) of a Unit Owner without the Unit Owner being a resident shall be allowed if a written memorandum or agreement has been executed between the parties, subject to the provisions below:
    - i. A blood relative is defined as a grandparent, grandchild, parent, child (natural or adopted), or sibling, of a Unit Owner.
    - ii. The Board must be provided with a written lease or statement of terms with regard to the occupancy of the Unit by a blood relative, and the Board shall have the right to approve said arrangement to make sure that it complies with the obligations contained herein.
  - c. To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessee for a period of not less than one (1) year on such reasonable terms as the Board may establish. Hardships may include, but are not limited to, health related matters, employment transfers and family obligations. Such permission may be granted by the Board only upon written application by the Unit Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be subject to the Declaration, By-Laws and rules and regulations governing the Association.
  - d. The Board of the Association shall have the right to lease any Association owned Units or any Unit which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.



- C. All off-site unit owners shall provide the Association in writing with their permanent addresses and telephone numbers where they may be reached in an emergency, any time during the day or night. Any expenses incurred by the Association in locating an owner who fails to provide such information shall be assessed to that unit owner's account. Any owner who fails to provide their current mailing address shall be deemed to have waived the right to receive notices at any address other than the address of the unit. The Association shall not be liable for any loss, damage, injury or prejudice to the rights of said owner caused by any delays in receiving any notice that may result thereof.
- D. The Board must approve every new or renewed lease prior to tenants being installed, or leases being renewed. A consumer / criminal background check shall be provided, along with a completed **Application for Lease Appendix Z** to the Association a minimum of 72 hours prior to execution of a lease. The Board shall review the documentation, and the Unit Owner shall be notified by phone one of the following;
- a. The application has been approved, or
  - b. The Board requires an interview of prospective tenants, and said interview shall be scheduled, or
  - c. The application has been denied.
- E. A unit owner must not lease less than the entire unit nor may the unit be leased for transient or hotel purposes. Every lease must be for a minimum period of 6 months or a maximum period of 24 months. (Exception to this rule will be made for those owners whose units are up for sale, provided that application, satisfactory proof of such intent is made to the Board or its Managing Agent and Board approval is granted in writing prior to installation of any lessees on a short-term basis).
- F. Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association. **Every lease shall also contain a Crime Free Multi Unit Housing Lease Addendum substantially in the form attached hereto as Exhibit A.**
- G. A copy of every lease shall be provided to the Association within 10 days of the execution of the lease, or upon written request from the Association or its authorized managing agent.
- H. **Each unit owner shall be responsible for providing the lessee(s) with a copy of the Rules and Regulations of the Association and any amendments thereto prior to occupancy.**
- I. The unit owner shall provide the Association with a copy of the original lease, criminal background check on ALL prospective adult tenants and Crime Free Multi Unit Housing Lease Addendum. Any expenses incurred by the Association in obtaining these documents or the information contained therein shall be charged to the unit owner. Vehicle parking stickers, clubhouse / gazebo rental privileges and pool passes will be withheld from any tenant whose lease is not on file with the Association. In addition, Illinois law entitles the Association to evict the tenant of any owner who fails to provide the Association with a copy of the lease.
- J. All fines and expenses of the Association, in connection with any violations under these rules shall be assessed to the account of the unit owner responsible.
- K. Owners leasing to family members without a formal lease are required to submit a letter containing all pertinent information (normally given on a lease) about the tenant, including a completed **Crime Free Multi Unit Housing Lease Addendum**, and must provide the family member with the information, including copies of these Rules, as would be supplied to any other tenant.

- L. Owners are required to perform the proper credit and background checks of potential tenants prior to executing a lease, and if none are provided by the owner, any such lease shall not be considered valid by the Association. All leases submitted without the proper forms and documents will be summarily rejected and occupancy denied.
- M. All Owners and Tenants are required to provide to the Association a completed “**Owner / Tenant Registration Form**” (Exhibit G) within 10 days of purchase, new lease agreement, move-in or written notification from the Association.
- N. Owners leasing their Units are required to be licensed in the Village of Palatine, and the Association shall be provided with a copy of a valid license.

In the event of any violation of the Declaration, By-Laws or Rules and Regulations of the Association by a lessee, the Board, in its discretion, shall determine what action or actions are necessary against the unit owner of the lessee. When the Board determines that a violation or series of violations warrants termination of the lease, the Board may take whatever action is necessary to effect termination, including eviction proceedings, with all costs including legal fees, court costs and administration fees charged to the Unit Owner.

***ACTION***

Failure of an investor owner to comply with the leasing policy shall result in a fine of \$100.00 in addition to all other remedies detailed elsewhere in these rules and regulations. This fine will be billed to the unit owner along with the legal and administrative costs incurred by the Association, all fees due, and the total shall be due and payable with the unit owner’s next monthly assessment.

Any action brought on behalf of the Association and/or the Board to enforce this policy shall subject the Unit Owner to the payment of all costs and attorneys’ fees at the time they are incurred by the Association.

All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

In addition to the authority to levy fines against the Unit Owner for violation of this policy or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or tenant, under 735 ILCS 5/9 et, seq., an action for injunctive and other equitable relief, or an action at law for damages.

**Any owner found guilty of installing a tenant using any process other than the prescribed process detailed in the Rules and Regulations shall incur, in addition to the fine listed above, a \$25.00 per day fine until either:**

- a. All requirements have been satisfied, or
- b. The tenant has been removed from the property

**Checklist for leasing a Unit** (All items are required to be completed in full and submitted to the Association PRIOR to occupancy);

- Application for Lease (Exhibit Z)
- Copy of Lease (Listing ALL persons desiring to reside in the Unit).
- Crime Free Multi Unit Housing Addendum (Exhibit A).
- Tenant Registration form (Exhibit B).
- Pet Registration form (Exhibit D), if applicable.
- Move in Form along with \$200.00 move in deposit (Exhibit C).
- Criminal background check on all adults.
- Copy of current Village Leasing License.



## MOVE-IN / MOVE-OUT POLICY

1. Owners **must** give a minimum of **72 hours written notice**, using the “**Move-in/Move-out**” form, Exhibit F, to the Association for move-ins, move-outs and moves within the same building or between buildings.
2. A **\$200.00 deposit** is required prior to all moves, and must accompany the completed “**Move-in/Move-out**” form, Exhibit F. Any known damages caused during a move-in or move-out will be deducted from the deposit, charged to the unit owner. Therefore, the Unit Owner should inspect the moving route prior to the move, note any prior damages of the Common Elements and Limited Common Elements, and notify the Managing Agent during business hours. Damages in excess of the deposit amount, caused by a move will be charged to the unit owner’s account.
3. Moving vans or trucks must park in such a way that residents are not prevented from moving their vehicles. **USE OF FIRE LANES IN COURTYARDS IS EXPRESSLY FORBIDDEN. DRIVING MOVING VANS/TRUCKS ONTO SIDEWALKS IS ALSO EXPRESSLY FORBIDDEN.**
4. All keys to building entry doors, mailboxes and basements shall be transferred to new Owners / Tenants immediately upon transference of residence. All such keys are the responsibility of the Unit Owner, and any and all costs, including without limitation, legal costs, administrative fees, fines etc. incurred by the Association in order to provide keys or maintain building security will be charged to the Unit Owner’s account, and shall be due and payable with the next monthly assessment payment. Non-compliance with this policy shall be considered a security breach, and Unit Owners shall be responsible for any and all costs incurred by the Association due to non-compliance with this rule. \*See “Right of Entry Policy” for additional information regarding keys.

### *ACTION*

Failure to follow this policy, in the method described above, the Managing Agent of a move-in or move-out will result in a fine of **\$250.00** billed to the Unit Owner along with all other applicable fees, fines and costs to the unit owner’s assessment account.

## RIGHT OF ENTRY / INSPECTION

Under Illinois law, the Board of Directors has the right of access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units. Note that in the case of an emergency, access may be had without advance notice to the resident or Owner. All costs incurred due to forced entry shall be assessed to the Unit Owner’s account.

In the event that any Owner desires to sell their unit, the Board of Directors shall have the right to commission their agent to inspect the premises prior to issuing any document that will release or transfer the Owners rights of ownership to the premises.

The purpose of such inspection is limited to any encroachment or alterations to the Condominium Common Elements, Limited Common Elements or modification to the unit that are listed in the Condominium Rules and Regulations or changes to the physical structure of the building support members. Any discrepancies or violations shall be repaired by the Unit Owner in such a manner as approved by the inspecting agent.

Should the Owner refuse entry to the premises for such inspection, no waiver of lien shall be provided pending compliance, and the Board may bring legal action for the right of entry, the full costs of which shall be borne by the Unit Owner.

Copies of functioning keys to all units of the Association must be provided to, and be on file with Maintenance staff of the Association for the purpose of inspection, emergency maintenance and public safety purposes. Refusal to provide keys to the Association shall result in a \$100.00 fine assessed to the Unit Owner’s account, and in the event that forced entry is required to the unit, the full costs, including material, labor, legal and administrative, resultant from, or caused by, any such entry shall be added to the Unit Owner’s account, due and payable with the next monthly assessment. All Unit entry doors may be tested with keys currently inventoried with the Association, missing or incorrect lockset keys logged, Owners notified, and a 14 day notice (Exhibit R) delivered to the Owner requesting current, working key(s) to their Unit(s) be provided to the Association.

## OCCUPANCY LIMITATIONS

**Pursuant to, in conjunction with and in addition to the Palatine Code of Ordinances \*, Chapter 10 “Existing Structures’ Maint. Etc.” as may be amended from time to time, and the 2003 International Property Maintenance Codes, the following restrictions and guidelines pertaining to occupancy limitation shall be applicable to all Units within the Association, enforceable under said ordinance specifications, by appropriate Village of Palatine Agencies and Officials, and the Association. Brentwood of Palatine consists of single-family dwellings, and all applicable ordinances shall apply. In general, the following limitations shall apply.**

Refer to the specific Village ordinance for calculation formulae, exclusions etc.

No Units or portions of Units may be used as boarding houses, transient housing, hotels, motels, dormitories etc., or any other non-leased use. No parts other than the whole Unit may be leased, sub-let or otherwise sub-divided for the purpose of residency. All persons residing in a Unit shall be itemized on the Unit lease or homeowner questionnaire. **Guests of any kind, whether related to the resident or not, staying longer than 14 days shall be considered as residents, must be registered with the Association, and shall count toward the maximum occupancy limitations set forth herein.**

Parking permits and pool passes shall be issued only to residents of record with the Association, and shall be limited by, and in strict accordance with, all applicable ordinances.

\* <http://www.palatine.il.us/government/ordinances.aspx>

## NOISE / OFFENSIVE ACTS POLICY

Palatine Village Code regarding noise control states that it is unlawful to produce excessive, loud or disturbing noise at any time, and it specifically limits use of televisions, radios or stereos at a loud volume setting, or use of tools or machinery that cause excessive noise between the hours of 10:00 p.m. and 7:00 a.m. If any resident is disturbed by undue noise of any kind, the person being disturbed should first try to confront the offender and ask the individual to stop such noise. It is not the responsibility of the Board of Directors or Management to mediate between Unit Owners who may have noise offense disputes. In cases of domestic arguments, or when the person disturbed does not feel the offender will voluntarily comply, the person disturbed should file a complaint with the Palatine Police Department.

The following Rules shall apply to Unit Owners:

1. As a courtesy to your neighbors, turn your sound devices down between the hours of 10:00 p.m. and 8:00 a.m. This means any sounds which could be considered disturbing to your neighbors, including, but not limited to TV's, stereos, exercise equipment, power tools etc.
2. Noisy parties will not be tolerated, and may also be considered a violation of the Crime Free Multi Unit Housing Policy. If any complaints are determined to be valid, violators may be fined. Guests attending parties in Units must remain within the Unit. Parties may not spill over into any Common Element such as hallways, the courtyard or the street. The Clubhouse should be reserved for large parties.
3. Unit Owners / residents are responsible for guests within their Units.
4. Renovations and unit updates requiring hammering, drilling and sawing etc., may only be performed between 8:00 a.m. and 9:00 p.m.
5. Any resident who has caused his neighbors to summon police intervention, and whose neighbor or neighbors after two or more such police calls have appealed to the Board or Managing Agent, shall incur fines. Complaints requiring a hearing by the Board of Directors shall include a police report and / or witness statements to the events. A guilty determination, following the opportunity for a hearing may result fines and any other remedies according to the Rules and Regulations.
6. Noise emanating outside of Units into other Units or Common Elements due to the improper installation of wood flooring is a violation of the noise policy, and a violation of the installation standards for wood flooring types. The Association shall have the right to levy fees and/ or fines, as well as any other remedies to include the removal of the flooring and replacement of appropriate sound deadening types of flooring.



## NOISE / OFFENSIVE ACTS POLICY (continued)

7. Any resident guilty of noxious or offensive acts not necessarily related to noise, within their Unit or without is in violation of Article 3, Section 3.13 of the Declaration, and therefore is also subject to fines and other penalties. For the purpose of this section, “noxious or offensive” acts shall include without limitation-
  - a. The appearance or odor of human or animal excrement or urine.
  - b. The appearance or odor of other human or animal body fluids.
  - c. Profanity or vulgarity emanating from either within or without Units.
  - d. Threatening or intimidating actions, statements or behaviors to neighbors or residents or Owners.
  - e. Sexual harassment of any kind
  - f. Harassment based on religion, race, gender, age or any other statements, actions or behaviors classified as harassment.
  - g. Indecency in Common or Limited Common Elements.
  - h. Public intoxication
  - i. Unlawful assembly
  - j. Disturbance of the Peace
  - k. Any other violation of the Village of Palatine City Ordinances.
  - l. Any violation of County, State or Federal Laws or Statutes.

Complaints filed against individuals shall be heard by the Panel of Inquiry following the procedures detailed in Appendix A of the Rules and Regulations and fines pursuant to Appendix B shall apply notwithstanding any other specific actions and fines within these Rules and Regulations. Civil or criminal complaints filed with the Palatine Police Department shall be independent of the Policies described herein. The Association’s determinations shall be congruent and may be in addition to any civil or criminal determinations from the violation.

## BUILDING EXTERIORS

The Exteriors of the buildings are owned by all members of the Association collectively, and must be regarded in the manner deserved as Common Elements. Any changes, alterations, modifications etc. must not be done without the express, written consent of the Board of Directors, and will be subject to strict guidelines for appearance and workmanship standards.

1. Radio or TV antennas, satellite dishes \*, shutters, additional air conditioning units or other equipment are not permitted to be installed in, through or upon the exterior of any building, or on any door, window or roof.
2. ALL Cable or Satellite wiring MUST be installed inside the existing wire chase conduits. No exposed wiring is allowed on the building exteriors. Association may remove any such wiring without notice.
3. Objects may not be fastened to any part of the building exterior or any balcony railing, balcony post or under beams without the express written approval of the Board.
4. Air conditioners are not permitted to be installed in windows.
5. Air conditioners are allowed only in the existing cases / boxes, for that purpose, and MUST be correct size, correct type (through-wall).
6. All air conditioner cases must have grills covering the entire case opening, and must be manufactured as such.
7. All air conditioner sleeves / cases / grills must be designed as through-wall cases / sleeves, must be in good condition, must exactly fit the exterior opening and cannot be made of any material other than metal. Suitability of exterior air conditioner through-wall cases / sleeves / grills shall be at the discretion of the Board of Directors.
8. Windows & Balcony Doors must follow the standards & guidelines, models and colors determined by the Board. Commonality of appearance must be adhered to in compliance with the Types and Colors described in Appendix C.

\* See Rules and Regulations regarding the installation of Satellite Dishes

\*\* Exact fit air conditioner dimensions are Height 15 5/8”, Width 26”, and Depth 16 7/8”.

## BUILDING SECURITY and SAFETY POLICY

A security system cannot maintain itself. The cooperation of all residents is necessary to provide proper security for our buildings and property. Therefore, it is important to observe these security rules at all times:

1. **NEVER ALLOW ENTRY OF UNAUTHORIZED PERSONS TO THE BUILDINGS.** Remember, this is your property. You have every right to ask politely for identification of unrecognized persons who are on your property.
  - a. Request credentials from all service personnel before admitting them. NOTE: Almost all authorized personnel have arranged ahead of time, through the management company, to be admitted into the building.
  - b. **DO NOT** let unknown persons enter the building when you enter.
  - c. Double check persons at your unit door after admitting them with the outer door buzzer system.
  - d. Do not leave any common area doors open or open them for persons not known to you.
2. Notify the Association immediately of any broken doors, locks, windows etc.
3. **DO NOT PROP OPEN ANY OUTSIDE OR LOCKED DOOR AND LEAVE IT UNATTENDED.**
4. Soliciting and loitering are not anywhere on the condominium property. If persons are unknown to you, and you feel they probably do not belong, please ask the local police to investigate.
5. Make good use of the Palatine Police Department and of the Association.
  - a. Report any suspicious persons or unusual activities. If the police ask for your name, it is because they may need to call you back or be admitted to the building. If, for privacy, you do not wish your name to be used, tell the police you do not want to speak to the investigating officer.
  - b. Inform the Association of the incident.
  - c. If your unit has been entered, call both the Palatine Police (911) and the Association without disturbing anything in your unit.
6. There must be no obstruction of hallways, passage ways, exit doors, fire doors, smoke detectors, fire extinguishers, stairs, security doors, boiler room doors or any other building component facilities or Common Elements that would tend to jeopardize the health, safety and welfare of the residents. Any such items shall be removed by the Association without warning and discarded.
7. There must be no tampering with the items referenced in paragraph six (6) above or any other building components or system which would tend to jeopardize the health, safety and welfare of the residents.
8. **Only authorized personnel shall have access to roofs, boiler rooms and electrical rooms. \*\*\***
9. **Smoking is not permitted anywhere in the interior Common or Limited Common Elements such as hallways, stairways, laundry rooms, basements, storage lockers etc.**
10. **Due to the nature of the plumbing infrastructure in Brentwood, the installation of garbage disposals is strictly prohibited.**
11. Use of common Association electric supply for personal use is strictly prohibited.
12. **Any persons found guilty of forcing open building entry doors, front or rear, shall result in a fine of \$100.00 being assessed to the Unit owner's account.**

**\*\*\* Any un-authorized entry to any roofs, boiler rooms and electrical rooms will be considered a TYPE 3 VIOLATION, and will result in an immediate \$100.00 fine, if found guilty, in addition to possible criminal Trespass prosecution.**

## GROUNDS POLICY

The grounds of the property are herein referred to as “grounds” or “common grounds”, meaning those portions of the Common Elements that are outdoors. As Common Elements, the grounds are for the use and enjoyment of all residents. Use of the grounds must be made courteously and conscientiously, and they must be left in a clean and orderly condition. The following practices must therefore be observed:

1. Personal property of any kind, including toys, must not be left unattended on walks or fire lanes at any time. Personal property such as chairs, tables, baby swing seats, inflatable wading pools, bicycles or any other items must be removed from common grounds after use.
2. Littering any part of the common grounds with trash of any kind including, but not limited to, paper, bottles, cans, garbage, cigarette butts or animal feces is prohibited.
3. Vehicles performing “burn-outs”, “doughnuts” etc., on the property shall be a **Class 1 violation**, and additionally subject to an immediate \$100.00 fine to the Unit Owner to which the vehicle is registered, or to which a guest or visitor’s vehicle is identified.
4. Ball playing is allowed only in the large field in the center of the courtyard. The playground is primarily for small children who require supervision. (See also Policy regarding Children)
5. Any activity, which could cause damage to lawns or shrubbery, or any other Common Element is prohibited.
6. Barbecuing is allowed on common grounds only under strictly controlled conditions:
  - a. Barbecue equipment must be removed as soon as coals have cooled, and
  - b. Barbecuing must not be done on sidewalks, fire lanes, in the gazebo, or anywhere where residents would be required to walk around the grill.
7. If you cook by outdoor grill, the equipment must be attended by a responsible occupant of the unit at all times.
8. **NO CHARCOAL OR OTHER COOKING FUEL MAY BE DEPOSITED IN THE TRASH DUMPSTERS BEFORE BEING COMPLETELY EXTINGUISHED. CHARCOAL MUST BE ALLOWED TO COOL FOR 24 HOURS, THEN WETTED AND WRAPPED BEFORE BEING PLACED IN ANY DUMPSTER. USE OF LAUNDRY ROOM TRASH CANS FOR REMOVAL OF USED CHARCOAL IS NOT PERMITTED.**
9. Sidewalks, fire lanes, paths shall not be blocked or passage impeded in any way..
10. Vending, soliciting or any for-profit activity is prohibited on the grounds with the exception of ice cream vehicles from the parking drive.
11. Trash must be placed **INSIDE** of dumpsters. Large items including, but not limited to appliances, carpeting, furniture etc. is not allowed in dumpsters. Private arrangements must be made for removal of such items.
12. **Any persons found guilty of depositing trash in a careless manner instead of inside of dumpsters shall result in a fine of \$100.00 being assessed to the unit owner’s account.**

**All of the property of Brentwood of Palatine is “private property”, is maintained by, and for the use of, the members of the Association, residents and guests, if unknown persons are noticed on the property, please call the Palatine Police Department to investigate. Loitering or other activities by anyone other than mentioned above is trespassing, and will be regarded as such.**

## STORAGE AREA POLICY

1. All residents are entitled to one (1) and only one (1) storage locker within their respective basements.
2. All storage lockers must be registered with the Association. Space is provided on the **OWNER / RENTER REGISTRATION FORM (Exhibit G)**.
3. **Storage rooms are for the storage of personal items in storage lockers. Personal property must not be stored or left in the aisles. Such items not stored in lockers are subject to removal by the Association staff without notice.**
4. No flammable, hazardous or toxic / poison items may be stored within the storage area, lockers, anywhere in the Common or Limited Common Elements.
5. The Association, for purposes of public health or safety, at the direction of government agencies, or for any other reasonable purposes shall have the right of entry to all storage lockers.
6. The Association shall not be held accountable for any damages to any personal belongings or property in basements, storage lockers or aisles.

## HALLWAY, STAIRWAY AND ENTRANCE POLICY

Entrances, hallways and stairways are to be used for entering and leaving a residential unit only. Any other use is prohibited including, without being limited to the following:

1. Loitering or playing in hallways, stairways or any other interior portion of the Common Elements is strictly prohibited.
2. Littering with any kind of trash is strictly prohibited.
3. Storing or placing of trash bags in the hallways is prohibited.
4. Storing of bicycles, tricycles, buggies, stroller, roller blades/skates and/or any similar items in hallways or stairways is prohibited.
5. Leaving personal belongings (including slippers, shoes, boots, umbrellas etc) outside units in hallways is prohibited. Floor mats outside unit entry doors is prohibited.
6. Decorations on unit doors are permitted, provided that such decorations shall not create a fire hazard, shall be non-flammable, shall not block access or movement of people or emergency equipment and shall not be offensive or abusive in content.
7. Pictures and other decorative wall hangings in hallways must have prior written approval of all neighbors on your floor, and the Board.
8. Unit door locks and handles must be approved by the Board for suitability. Duplicate keys shall be provided to the Association.
9. Mailbox locks must be approved by the Board for suitability.
10. Rollerblading / skating and skate boarding is expressly prohibited inside buildings.
11. **Smoking in any Common Element shall result in an immediate \$100.00 fine to the unit owner.**
12. **Any persons found guilty of forcing open building entry doors, front or rear, shall result in a fine of \$100.00 being assessed to the Unit owner's account.**

## DISPOSITION OF PERSONAL PROPERTY

Any personal property which is being kept or stored, or has been abandoned in or on any of the Common Elements (indoors and outdoors) in violation of the Declaration, By-Laws or Rules and Regulations of the Association, shall be removed from the Common Elements by Association staff without notice.

Common Elements include hallways, stairways, stairwells, basements (outside of storage lockers), exterior grounds, gazebo, pool area, clubhouse and all other areas not within the Unit or Unit balcony if applicable.

Any personal property so removed due to violation of the Declaration, By-Laws or Rules and Regulations of the Association may be donated to a charity, discarded or otherwise disposed of at the discretion of the Board of Directors.

The only actions imposed by this Policy are:

1. Failure to remove such items may result in fines and any and all administrative and legal fees incurred to affect such removal.
2. Loss of the item.



## BALCONY POLICY Page 1 of 2

1. Residents are required to adhere to certain principles of good housekeeping and regard for other residents as follows:
  - a. Balconies are to be kept clean and free from clutter and debris. Dead plants and flowers may not be left on the balconies or window frames.
  - b. Balconies must not be used for storage of anything other than appropriate furniture, barbecue grills and planters, or such other items as are commonly associated with balconies. Only a reasonable number of planters and only one gas grill or a charcoal grill may be stored on a balcony; nothing is to create an untidy or overly cluttered appearance.
  - c. Items that must not be kept include, but are not limited to, the following: boxes and cartons, garbage cans and bags; large gardening tools such as rakes, spades and brooms, bicycles and children's wading pools or laundry, construction items, cleaning supplies, flammable material, Tiki torches etc.
  - d. Suitability of items kept on balconies is at the sole judgment of the Board of Directors.
2. Residents using balconies must take suitable precautions to prevent the dropping of any material on to a balcony below, which would render annoyance or hazard to those below. Throwing of any objects from balconies is strictly prohibited. Similarly, residents using balconies must take suitable precautions to prevent any annoyance, e.g., smoke from a barbecue grill annoying neighbors.
3. Hanging of clothes, towels, sheets, blankets, rugs, diapers or any other similar objects on balconies or placing any poles, lines or other such objects for such purposes is strictly prohibited.
4. No form of house cleaning disposal may be done on balconies. Clothing, linens, sheets, blankets, rugs, curtains, mops and other similar articles shall not be hung or shaken from any windows, doors or balconies. This includes any type of external venting and shall apply to windows, sliding doors and doors.
5. Retractable awnings or shades may be attached, only with prior, written Board approval and must adhere to the Board's guidelines. Application for such installation requires a completed **ARCHITECTURAL CONTROL AGREEMENT (Exhibit M)** and a completed **ARCHITECTURAL IMPROVEMENT APPLICATION FORM (Exhibit N)**, which can be obtained from the managing agent, the Board or the Association.
6. Seasonal decorations are allowed on balconies, provided that no safety hazard is permitted and that damage caused by any hangings shall be repaired by the unit owner. Decorations may be installed no earlier than one month prior to, and must be removed no later than one month after, the date of the holiday. **Use of Association electricity for seasonal decorations is strictly prohibited and a fineable offense.**
7. Owners installing, or allowing to be installed, hooks, brackets or hangers for planters or seasonal decorations shall be responsible for any measures required to repair or restore the building or balcony to its original condition upon removal. No hooks, brackets or hangers shall be installed for any other purpose without the express written consent of the Board.
8. Balconies may not be enclosed (including, but not limited to fencing) or otherwise structurally changed by the unit owner.
9. Residents and their guests may not hold loud conversations on balconies so as to disturb those in adjacent units. There shall be no yelling from a balcony for any reason other than in the case of emergency.
10. Any dogs or other pets causing a constant or recurring excess of noise from balconies are prohibited. Pet Owners are required to curb their pet's barking at all times.
11. Pets or other animals must not be left unattended on Balconies, or anywhere else on the property, including all Common and Limited Common Elements.
12. Residents must provide access to the unit and to the balcony associated with the unit in order to allow the Association to make necessary repairs when, in the determination of the Association, such access is necessary.
13. Some furniture, flower pots and like objects can be accidentally blown off the balconies and are subject to fines. Residents must take steps to secure or remove such objects to prevent damage to persons and/or the property of others.
14. Carpeting and floor coverings are not allowed.
15. No blinds, shades or storm doors shall be attached to the outside perimeter of any unit.
16. Fountains, ponds and other water utilizing items may not be placed on balconies.
17. Reasonable use of radios, televisions, stereos, phonographs, tape players, MP3 players, etc. is allowed on balconies. Please be considerate of your neighbors.



## BALCONY POLICY Page 2 of 2

18. Balconies may not be painted without the prior approval of the Board of Directors.
19. Fireworks, firecrackers and cigarette butts are severe fire hazards and must never be thrown from balconies, windows or doors and are subject to fines.
20. The Association is not responsible for items damaged, lost or stolen from balconies.
21. Flags are permitted to be displayed from balconies, subject to the following conditions:
  - a. Only the United States of America National Flag, the Illinois State flag, Cook County and Palatine Municipal flags, MIA/POW flags and flags of the branches of the United States Military branches are permitted. Flags or banners of any other type are expressly prohibited.
  - b. Flags shall not obstruct or intrude onto any adjacent Common or Limited Common Element, unless written permission is secured from the owners of the adjacent unit(s).
22. If repairs are needed on the balcony, contact the Association.

Unit Owners are responsible for any items falling from their balcony, whether intentionally thrown, accidentally blown, or by any other means, and are responsible for any damages / injuries caused by such items. Falling objects endanger the health and safety of others. If source balconies are identified, complaints filed, and after the opportunity for a hearing, offending Unit Owner, in addition to any civil or criminal prosecution, may be fined up to \$500.00 after all considerations and circumstances are evaluated, testimonies heard by the Board or Hearing Panel, and the determination of the Board or Hearing Panel shall be final and binding. Any fines levied shall be assessed to the Unit Owners account and shall be due and payable with their next regular assessment.

## DRAPERY / WINDOW TREATMENT POLICY

Each unit shall have its windows neatly draped or covered and nothing shall create a disorderly or slovenly appearance, including, but not limited to the following:

1. Temporary white window hangings such as plain sheets (neatly hung) are allowed for a maximum of 30 days after the owner/renter moves into a unit. However, it is mandatory that the resident obtain and install proper drapes, curtains, shades or blinds within this time period.
2. Drapes or other window coverings that are torn, hung sloppily, or otherwise create a disorderly or slovenly appearance must be replaced or correctly hung.
3. The appearance of the window may not be altered stylistically i.e. by the addition of false windowpanes, outside shutters, or any other contrivance.
4. Horizontal treatments are not allowed, such as mini-blinds, wooden blinds or any other contrivance displaying horizontal slats or lattices.
5. All windows that open must have screens. Screens must be present and in good repair.
6. Windows, including screens, are the sole responsibility of the unit owners.
7. Slovenly appearance of treatments, any offending or other standards regarding window treatments shall be solely within the discretion of the Board.
8. Banners or any types of treatment or contrivance with the exception of seasonal displays are not permitted.
9. Suitability of window treatments shall be determined by the Board of Directors, and such determination shall be considered final and binding.
10. Nothing may be kept in window openings, sills in such a manner as to be visible from the exterior. This includes, but is not limited to statues, bottles, stained glass. Windows shall be maintained in a clean, neat and non-cluttered manner at all times.

## GARDENING AND LANDSCAPING POLICY

1. Landscape changes or additions affecting Common or Limited Common Elements are not allowed at Brentwood except with the prior written approval of the Board of Directors or Landscaping Committee. Such approval may be given only when the proposed change is an improvement to the Common or Limited Common Element affected. Any such improvement becomes the property of the Association. These restrictions include, but are not limited to: digging up existing turf to create or extend flower or other beds; creating of patio areas; laying of stepping stones, bricks, retaining walls or masonry of any kind.
2. Residents are allowed, and are encouraged to add flowers (Annuals Only) to existing beds e.g. around trees and bushes without prior approval, provided that the beds are well tended and dead plants promptly removed at the end of the season. Planting of perennials must have prior written consent from the board or Landscape Committee.
3. Vegetable gardens are not allowed under any circumstances.
4. Potted vegetables such as Tomatoes etc. are permitted on Balconies.
5. Flowers in freestanding planters are permitted on balconies. Hanging planters may be hung from overhead balconies, but rustproof nails, screws, hooks or other fasteners must be used. Owners shall be responsible for any measures to repair or restore the building or balcony to its original condition upon removal.
6. Any planters hung on balcony railings overlooking pedestrian walkways must be hung inside of the railings due to liability if planter should fall.
7. Broken or unused pots are not allowed on balconies.
8. Lawn Decorations, Bunny Fences, Decor Fences, electrical Pathway Lighting are prohibited without written consent of the Board or Landscape Committee.
9. Destruction of existing Landscape, flowers, shrubs etc. is prohibited.
10. Approval of the Board or Landscape Committee is required for landscape use of Association water supply.
11. Use of Common Elements including, but not limited to: parking drive and lawn areas for private sales is prohibited without prior written consent from the Board or Landscape Committee. All such events must abide by Village of Palatines Codes and Regulations (Garage Sales, Car Washes, other fund-raising events.)
12. Disposal of landscape waste must adhere to all Codes and Regulations regarding disposal of yard waste.
13. **Brentwood does not have "Patios". "Patios", for the purpose of this policy, are defined as the Common Element Grounds areas directly adjacent to 1<sup>st</sup> floor Units. 1<sup>st</sup> floor Units assessment rates do not include the space occupied by a balcony on 2<sup>nd</sup> and 3<sup>rd</sup> floor Units. Areas adjacent to ALL 1<sup>st</sup> floor Units are Common Elements, with no Exclusive, or Limited Exclusive rights assigned to the Unit.**

Owners are encouraged to join the Landscape Committee to contribute their ideas and skills to the improvement and maintenance of the landscapes of the property. The overall property-landscaping plan will be used as a guide for all prospective landscaping modifications or additions proposed. The best and most efficient way for all Owners to contribute to the landscape of Brentwood is through the Landscape Committee.

## PET POLICY

Palatine City Code requires all dogs and cats must be licensed by the City. The license must be acquired within 10 days of acquisition of the pet or of moving into the City. The pet must wear the tag whenever in any public place, including all Common Elements within the Association. Cook County also requires that all dogs and cats be inoculated against rabies and wear a tag as proof on inoculation. It is the responsibility of all pet owners to comply with the above laws; the Association is not responsible for criminal enforcement.

1. Allowable pets:

- a. Only dogs, cats and small caged animals such as birds, fish, guinea pigs and hamsters may be kept in units.
- b. Dogs must not exceed 35 lbs. Existing dogs shall be grandfathered. All dogs & cats. must be registered within 30 days of adoption of these rules.
- c. In accordance with the Declaration and By-Laws of the Association, only two pets in the dog or cat categories may be kept in a unit. This means that there may be two dogs, two cats or a combination thereof.
- d. Animals must not be raised, bred or kept for any commercial purposes.

2. Rules and Regulations concerning dogs and cats:

- a. Pets must not be staked, tied or otherwise left unsupervised anywhere on the Common Elements at any time including balconies.
- b. All dogs and cats must be leashed when outdoors or in any of the Common Elements.
- c. Walking a dog for the purpose of defecation and/or urination should be limited to the perimeter of the Property and the leash must be held in the dog walker's hand. **DOG AND CAT OWNERS / WALKERS MUST REMOVE THEIR PET'S EXCREMENT FROM THE GROUND, NO MATTER WHERE THE EXCREMENT HAS BEEN DEPOSITED.**
- d. Pets must not be allowed to urinate or defecate on balconies.
- e. **Residents keeping pets are expected to keep their units free of pet waste and associated odors arising from any such pets. Pet odors emanating from a unit into a common or limited common element shall be considered a violation of the Declaration, and this rule.**
- f. All dogs and cats must be registered with the Association by completing the "Pet Registration Form" (Exhibit F). Village of Palatine License number(s) and Cook County Rabies Vaccination tag ID **MUST** be included on the registration form.

| <i>ACTIONS:</i>   | First Offense  | Second Offense | Third or Subsequent Offense   |
|---|----------------|----------------|---|
| Breaches of the general rules and regulations           | Warning Letter | \$35.00 Fine   | \$50.00 Fine  |
| Failure to pick up and remove excrement from the ground | \$50.00 Fine   | \$100.00 Fine  | \$200.00 Fine   |
| Allowing urine or excrement to fall from a balcony      | \$100.00 Fine  | \$200.00 Fine  | \$500.00 Fine<br>In addition to commencement of eviction proceedings. |

In the event of a fourth, subsequent or continuing offense(s), the Board of Directors and Management may institute legal action against the offender. If the violator is a tenant, the Board may invoke the right to terminate the lease. Additionally, if the offender is a tenant, any and all fines will be levied against the Unit Owner, assessed to the Owner's account. If a pet, following a village violation or citation, a dog is determined to have exhibited vicious behavior by means of biting or attacking anyone on the property, the Unit Owner shall be subject to fines and / or the animal may be evicted from the property.

## FLOORING POLICY

Each Unit shall be subject to the following rules regarding flooring, without exception:

1. Wood flooring of any type IS ONLY ALLOWED ON 1<sup>ST</sup> FLOOR UNITS. Units in violation of this policy at the time these Rules and Regulations are adopted will be considered “grandfathered”, however, ALL such Unit Owners MUST notify / register the flooring type with the Association.
2. Flooring materials of ceramic, cultured or natural stone, vinyl or similar types are permitted in all entrance areas, bathrooms and kitchens.
3. Flooring materials of carpet is permitted in bedrooms, hallways, living and dining rooms.
4. Flooring types of Marble, cultured stone, cementitious or similar materials are prohibited in living rooms and bedrooms.
5. Flooring materials of wood or simulated wood is permitted, in 1<sup>st</sup> floor units only, in entry halls, hallways, living rooms and dining rooms strictly under the following conditions and adhering to the following installation regulations:
  - a. For laminate, solid or engineered type flooring, ¼” solid cork sound deadening or higher-grade sound insulating underlayment must be used prior to the application of the flooring. The ¼” solid cork underlayment **MUST be properly adhered** to the sub floor for maximum sound deadening effect.
6. Any type of flooring installation that may jeopardize the structural integrity of the Common or Limited Common Elements is strictly prohibited.

Unit Owners installing wood type flooring are hereby notified that according to **Article 3, Section 3.13 of the Declaration**, as well as the **Noise / Offensive Acts Policy** in the Rules and Regulations, the emanations of excessive noise from a Unit to the Common or Limited Common Elements, or to adjacent Units is a finable violation, and actions by the Board to remedy the excessive noise shall include without limitation, the removing and re-installing of the flooring with the prescribed sound deadening underlayment or the complete removal of the offending flooring materials at the Unit Owner’s expense including all materials and labor, administrative and legal costs. Any flooring in violation of these Rules is subject to, without limitation, the removal of the flooring at the Unit Owner’s expense including all materials and labor, administrative and legal costs.

***ACTION:***

For violations other than removal of offending flooring types, and other than the actions defined above, refer to the Standard Table of Fines (Appendix B)

## LAUNDRY USE POLICY

Brentwood currently offers laundry facilities to all residents. In order to continue to provide this service, the following rules must be adhered to:

1. **Use of the laundry facilities is allowed only during the following times:**
  - a. **Monday through Saturday, eight (8) a.m. through ten (10) p.m.**
  - b. **Sundays, nine (9) a.m. through nine (9) p.m.**
  - c. **Equipment must not be in use outside of these times, so allow for the completion of cycles accordingly.**
2. Dyeing of any clothing or other articles is not permitted in the washing machines.
3. Large and/or heavy items such as, but not limited to shoes, large blankets, carpets or rugs, which may damage the laundry equipment, must not be washed or dried. Use public laundry facilities for these items.
4. The disposal of paint, solvents or any other chemicals in laundry room sinks is expressly prohibited. \*\*\*
5. Clean the equipment of lint, excess soap or other debris after each use.
6. The waste receptacles in the laundry areas are only for waste mentioned above. Disposal of other household trash or garbage in these containers is expressly prohibited.
7. Smoking is prohibited in the laundry areas.
8. Washing of dishes or other household items in the laundry room sinks is prohibited.
9. Consideration of your neighbors is important to all residents;
  - a. Limit daily usage so as not to occupy the equipment for the entire allowable time period, and / or
  - b. Coordinate a schedule with your neighbors that set out days and / or times for each resident on the floor.
  - c. Removal of laundry from equipment is required within 15 minutes of the completion of the cycle.
  - d. Use of equipment by the same Unit for more than 4 consecutive hours is prohibited.
10. **Use of equipment for non-resident laundry is expressly forbidden. \*\*\***
11. **Use of equipment for profit of any kind is expressly forbidden. \*\*\***
12. **Laundry equipment (washers or dryers) is not allowed inside units. \*\***
13. **Wet items left in washing machines for more than 24 hours are subject to removal without notice and disposal for Department of Health Ordinance enforcement.**
14. **Any items, including, but not limited to, clothing, soap, bleach etc. left in laundry rooms is subject to the "Disposition of Personal Property" Policy.**

The Building Representative committee and / or the Board can help to ensure equitable usage availability for all residents.

### ***ACTION:***

Refer to the Standard Table of Fines, Appendix B

\*\* Type 1 violation, subject to Standard Table of Fines, Appendix B, Type 1 violations.

\*\*\* Considered as "Type 3" violation and subject to Standard Table of Fines, Appendix B, Type 3 violations.

**Use of the laundry by non-residents should be reported to the Palatine police and the Board immediately.**



## SIGNAGE POLICY

1. **Any and all signs such, without limitation, "FOR SALE", "FOR RENT", "FOR LEASE" are prohibited either to be visible in windows or placed upon any of the Common Elements or Limited Common Elements. \***
2. Signs of any kind or other forms of solicitations, advertising signs, or window displays other than seasonal displays are not permitted on the property. \*
3. Realtor Signs:
  - a. Open house is allowed on Saturday and Sunday between 10:00 a.m. and 5:00 p.m.
  - b. One sign may be placed at the property entrances and one in front of the building. Signs must be removed at the end of the day.
  - c. Security doors must be locked at all times.
  - d. Owners advertising through realtors will be held responsible for the removal of signs and subject to special fines described below.
  - e. Signs nailed to trees or any part of the Common Elements on Association Property shall result in an immediate \$25,00 fine against the Owner with an additional \$25.00 per day assessment for each day it remains fastened.
4. No sign, placard, signal, illumination, television, radio or hi-fi aerial, antenna or wiring or any other equipment should be exhibited, affixed or exposed on any part of the outside of the units of the building.
5. No sign, placard, signal or illumination shall be placed inside the windows of the units if they are visible from the outside.
6. Advertisements, signs, solicitations or notices relating to any business, professional or other activities may not be placed in the lobbies or hallways or distributed door-to-door.
7. Soliciting and peddling within any of the buildings on the property is prohibited.
8. The Association has the right to restrict or prohibit any vendor from entering any building who does not comply with the rules.
9. **Lock boxes of any type are not permitted on the property at any time, except on provided space located in front of the clubhouse. \*\***
10. Signs fastened to the entrances of buildings advertising lost items, property available or solicitation of any kind will be subject to an immediate fine of \$25.00 per day until the signs are removed.
11. **Automobiles parked on the Property with "FOR SALE" signs displayed in the windows or elsewhere will be subject to immediate towing despite proper parking permits being present or not.**
12. Placing signs on the premises requires the staff to pick up strewn papers and advertising materials. The burden of this expense must be born by the offending advertiser. Fines for littering described above will be \$25.00 per day until litter has been removed.

### ***ACTION:***

**For all violations listed above without specific fines described, the fine is \$25.00 per day until the signage has been removed.**

**\*\*Lock boxes will be removed by staff upon discovery, with no prior notice to the unit owner, realtor or anyone else. Refer to "POLICY CONCERNING PERSONAL PROPERTY LEFT, STORED OR ABANDONED ON OR IN THE COMMON ELEMENTS"**

\* <http://www.palatine.il.us/government/ordinances.aspx>

## POLICY CONCERNING CHILDREN

See also: GROUNDS POLICY and HALLWAY AND LOBBY POLICY

- No one is permitted to play in the halls, stairways and entrances or anywhere in the buildings and parking areas where they may endanger themselves or unnecessarily disturb residents.
- **Children under the age of 16 may not be left unattended while on the Common areas at any time. Children must be supervised by an individual designated by the parent(s) or guardian who must have access to the respective units where the children reside at all times. It is of the utmost importance that children be so supervised that they will not present a disciplinary problem to the Association.**
- The unit owner will be held responsible for any damage caused by children due to negligence, carelessness or misuse of the Common Elements or Limited Common Elements.
- Children under 16 are required to be supervised by Parents / Guardians while playing at the playground or while in or on any Common or Limited Common Elements. The Association shall be held harmless for accidental harm or injury caused by careless, unsafe or reckless actions or behaviors of unsupervised children.

## BICYCLE, ROLLER BLADE, SKATEBOARDS AND ROLLER SKATE POLICY

- Skateboards may not be used in any part of the complex. Violators will be subject to fines and other penalties.
- Loitering on Association grounds in front of buildings, with the exception of the playground area, is prohibited and subject to fines as well as other penalties.
- Residents using the condominium grounds to roller skate must avoid hindering automobile and pedestrian traffic. Jumping and causing noise and possible damage to property will also be considered as disregard for this rule and subject to remedial action.
- Bicycles, roller blades of any kind, skateboards etc may not be stored in the halls or left unattended on the condominium grounds.
- Bicycles, roller blades of any kind, skateboards etc may not be used in the hallways or carpeting within the buildings. Damage to these areas will be charged to the offender's unit owner of record.
- Bicycles must not be driven on any grassed or planted areas within the condominium property.
- "Mini-bikes" of any kind or any other non-licensed powered vehicles (Electric, gas or other) are prohibited on sidewalks, fire lanes, parking lots, lawns or other Common Elements.
- Pedestrians always have the right of way, and bicycle riders et al are required to use proper caution when riding on sidewalks, fire lanes or other areas.

### ***ACTIONS:***

Unsupervised children identified in hallways, in the gazebo, at the park or anywhere else in any common elements shall result in a fine of \$50.00 being assessed to the Unit owner's account. The Association is not a baby sitter, nor is the property a refuge for parents / guardians to let their minors be unsupervised.

For actions resulting from damages to the Common Elements, see Appendix B, "Fines for Damage or Unauthorized Changes to the Common Elements"

For lesser offenses, the Standard Table of Fines (Appendix B) shall be invoked



**ALL STATE OF ILLINOIS HEALTH RULES (as posted) MUST BE OBEYED AT ALL TIMES IN ORDER FOR THE POOL TO REMAIN OPEN.**

Pool season commences on or about Memorial Day weekend as weather permits and ends on or about Labor Day. Pool opening and closing dates will be determined and announced by the Board.

Pool hours will be announced prior to pool opening and may be changed by the Board at any time with or without notice.

**RULES AND REGULATIONS:**

1. **THERE WILL BE NO LIFEGUARD ON DUTY. PATRONS SWIM AT THEIR OWN RISK.**
2. The attendant is in full charge of the entire pool area. If an attendant feels that an action or activity in the pool is unsafe, though not covered by a rule, the attendant has the authority to make a judgment and issue an order on the expediency of the moment. Further, the attendant has the authority at all times to confiscate passes and expel pool patrons who are flouting the rules and causing trouble. The Board will determine the validity of the violation that caused the attendant's action and will take appropriate, further actions as necessary.
3. Proper swim attire as outlined by the City of Palatine Board of Health must be worn at all times. Street clothes, footwear and cutoffs are forbidden in the pool and on the pool deck, except in the seating area so designated (Maintenance personnel, Management and occasionally Board members on business are excepted). No clothing may be worn which will bleed dye or colorings into the water.
4. Persons with shoulder length or longer hair must wear a swim cap or elastic band to secure the hair.
5. All persons must register with the attendant before entering the pool area. Pool passes must be left with the attendant and retrieved upon leaving.
6. An adult must accompany children under 16 years of age. **PLASTIC PANTS** must be worn over diapers.
7. **Guests, limited to Two (2), non-immediate family members per day must be signed in by the resident holding a valid photo I.D. pool pass. A guest fee is charged per person per day with two exceptions: one guest and any guest under six (6) years of age will be free of any charges. Exact funds will be required. Fees will be determined by the Board of Directors and announced prior to pool opening.**
8. Arm floats or water rings and snug swim rings are permitted in the pool. **OTHER INFLATABLE OBJECTS ARE NOT PERMITTED.** This includes vehicle inner tubes, inflatable toys, floats and rafts.
9. Games of any kind involving running, throwing balls etc. are not permitted in the pool or anywhere inside the pool area due to the slippery surface of the deck, and the related safety issues thereof.
10. Radios are not allowed in the pool area unless equipped with earphones. Radios may be played only with earphones in use; sound must not be allowed to reach other people in the area.
11. **NO ALCOHOLIC BEVERAGES OF ANY KIND ARE ALLOWED ANYWHERE IN THE POOL AREA.** Smoking, eating and drinking (non-alcoholic beverages) is permitted only in the designated area identified as such. Trash and cigarette butt cans will be available. Beverages must be in paper, Styrofoam cups, plastic cups or cans. **GLASS CONTAINERS** of any kind **ARE NOT ALLOWED.** Everyone is expected to clean up after him or herself.
12. Pets are not allowed in the pool area at any time.
13. Whenever additional rules are deemed advisable for the proper operations of the pool and the protection of the health and safety of its patrons, the Board will extend, revise and amend these rules, informing Owners by due process as specified under Condominium Law.
14. Intoxicated or otherwise disruptive persons, in the judgment of the attendant, will not be allowed entry into the pool area.
15. The Association, Board, Managing Agent and Attendant(s) shall have the right, at all times, to remove persons from the pool area for a reasonable cause. In the event of intimidating or non-compliant actions or behavior, the Palatine Police will be summoned.

**ACTION:**

Refer to the Standard Table of Fines, Appendix B.

THE BOARD FURTHER RESERVES THE RIGHT TO SUSPEND AND/OR REVOKE POOL PRIVILEGES WHEN A POOL USER HAS REPEATEDLY AND / OR FLAGRANTLY REFUSED TO CONFORM TO THE POOL RULES AS SET FORTH HEREIN, OR HAS IN ANY OTHER MANNER IMPEDED, DISRUPTED OR ENDANGERED THE PEACEFUL ENJOYMENT OF THE POOL FOR OTHER RESIDENTS OR PATRONS. Such determination by the Board, following an opportunity to appeal to the hearing panel or Board, shall be final and binding.

All Federal, State, County and Village statutes / Ordinances shall apply at all times.

1. A POOL PASS IS REQUIRED TO ENTER THE POOL AREA, except children under the age of 16. A nominal fee may be charged for this pass as determined by the Board.
  - a. Each Brentwood of Palatine resident is required to show a photo ID pool pass. All pool passes must be renewed at a time and cost that will be announced prior to pool opening.
  - b. Passes for tenants will be issued only to those tenants whose leases are valid and are on file with management, and will be valid only for the term of that lease. The pool attendant will confiscate expired passes.
  - c. Owners and tenants of owners whose accounts are in arrears over 30 days shall have their pool passes privilege suspended until such time as managing agent has indicated to the Board of Directors that their account is current.
  - d. Children age 16 and older must have a photo ID pool pass. The child will then be allowed in the pool area without an adult companion.
  - e. Proof of age will be required. Children under 16 years of age cannot bring guests to the pool unless accompanied by an adult member of the household who remains at the pool.
  - f. Guest passes will not be issued. Each unit will be allowed one non-family member guest at no charge per day. Each additional guest, up to two per day, will be charged a nominal fee per day determined by the Board prior to pool opening. All guests must be accompanied to the pool area and signed in by an adult who holds a valid pool pass photo ID and remains at the pool. Children under six (6) years of age are counted as guests, but no guest fee will be charged.
2. Replacement passes will be issued for a fee of no less than \$15.00 or more than \$25.00. The Board must authorize these replacement passes.
3. Each pool season, all Owners and residents will be notified that new passes must be applied for and current passes are no longer valid.
4. Owners and tenants are not allowed to lend their passes to anyone. Violations of this policy will result in the forfeiture of pool privileges and their pool passes.
5. All pool users must shower prior to entering the pool.
6. **PASSES WILL NOT BE ISSUED TO RESIDENTS, INCLUDING TENANTS WHOSE LESSORS, are not fully compliant with the Rules and Regulation of the Association.**

\*All applicable occupancy ordinances shall also apply to the limitation of passes.

- **Parking enforcement is in effect 24 hours per day, 365 days per year.**
- All vehicles using the parking areas must be owned by persons residing on the premises or their visitors, guests or service providers. All vehicles regularly kept on the property must be registered with the Association and must display current, valid, non-temporary license plates and a current Brentwood of Palatine parking permit permanently affixed inside the lower driver side vehicle windshield. To receive a parking sticker and permission to park on the property, the vehicle MUST:
  - HAVE A VALID ILLINOIS STATE LICENSE PLATE.
  - Provide to the Association, as part of a completely filled out vehicle registration form within 30 days of moving in, keeping a different vehicle on the property, or upon written notice from the Association, proof of vehicle registration and current insurance coverage for the vehicle.

**Each Unit will be entitled to apply for one (1) permanent parking sticker. Additional permanent stickers may be issued with Board approval and payment, to the Association, of a \$10.00 fee for each additional sticker, with no more than two (2) stickers being issued to a single Unit. \* All applicable occupancy ordinances shall apply. See the Palatine Code of Ordinances <http://www.palatine.il.us/government/ordinances.aspx>**

- Each Unit will be issued one (1) temporary visitor tag, which shall be hung on the rear view mirror of vehicles of guest or overnight visitor.
- Unless expressly permitted by the Board, no boats, trucks, recreational vehicles, trailers, commercial vehicles or other similar vehicles shall be parked or stored on any portion of the property for more than twenty-four (24) hours at a time.
- **No vehicles of any kind (except emergency and maintenance vehicles) are allowed on the fire lanes within the property for any reasons including move-in / out. Vehicles on the fire drives will be subject to towing without notice at the owner's expense. Additionally, the unit owner associated with the vehicle will be subject to a \$50.00 fine for a first offense to their account according to the procedures in Appendix A.**
- Storage of vehicles is not allowed on the property. Covered vehicles will be considered as being stored and will be towed without notice at the owner's expense.
- Abandoned or illegally parked vehicles will be towed without notice at the owner's expense. All vehicles must be in operating condition and will be deemed abandoned if:
  - Such vehicle is in a state of disrepair rendering it incapable of being driven in its present condition.
  - It does not have a current valid vehicle license plate and Brentwood of Palatine parking sticker.
  - It has not been moved for more than fourteen days unless the Board or management has been notified in writing.
- Except for emergencies, vehicle repairs are not to be done on the condominium premises. This includes oil, antifreeze changes etc. Only the following repairs are permitted: flat tire, battery changes and jump-starts. Such repairs must be made within two (2) days.
- Vehicles leaking fluids or otherwise in need of repairs are not permitted on the property.
- Only vehicles displaying black parking stickers are allowed to park on the inner space (adjacent to sidewalk). All other vehicles, including guests and vehicles registered with a yellow sticker, must park on the outer ring of spaces.
- Clubhouse party guest parking, except as detailed in the Clubhouse Rental Policy, is strictly prohibited. (See Clubhouse Rental Policy). Failure to comply will result in loss of the clubhouse rental deposit, as outlined under that policy and on the Clubhouse Rental Application form.
- Vehicle washing is not allowed on the property. Other types of cleaning such as waxing, interior cleaning are permitted.
- All vehicles shall comply with posted notices regarding special designated parking restrictions when they are required due to, without limitation, emergencies, construction, snow removal etc. 24 hour minimum advance notice shall be posted when possible.
- Motorcycles are governed by the same parking rules as automobiles, except that owners of motorcycles are required to share parking spaces or to park them in front of or behind an automobile belonging to the same owner as the motorcycle. Further, motorcycles (and vehicles sharing the space) must park on the outer ring of spaces, and not adjacent to sidewalks. This rule will be rigidly enforced.



***Guest Parking***

Each Unit will be assigned one permanent guest-parking permit to be hung on the rear view mirror. Additional guests must park in the designated visitor areas identified by signs and / or blue striping. Contracted vehicles including and not limited to, utility company, cable or satellite company, professional trades service providers must park on the outer ring unless notification is made to, and approval of the Board granted a minimum of 24 hours in advance.

Parking stickers and guest tags are issued to the unit and not the resident. Parking stickers must be returned to the Association if the vehicle will no longer be kept on the property. Guest passes belong to the Unit, and must be transferred to new Owner upon sale of the Unit, or transferred to a new tenant in the event of change of residence in the Unit. These are the responsibility of the individual the permit or pass was issued to. Failure to return or transfer Parking Stickers or Guest Passes shall result in a \$25.00 fine assessed to the Unit Owner.

***Resident Parking***

The inner ring of parking spaces is reserved for vehicles displaying black permanent stickers only. Visitors, vehicles displaying yellow parking stickers, guests or delivery & service vehicles must use the outer ring of spaces.

Residents moving into Brentwood from out of State will be issued one (1) Temporary guest parking pass until such time as the vehicle is compliant with all Rules and Regulations of the Association, such time not to exceed 30 days as required by State Law.

***Handicapped Parking***

Handicapped parking allocation may be obtained by written application to the Board or Managing Agent. An appointment will be made for the resident to meet with the Board, at which time the proper State or County handicapped parking permit or sticker must be presented. When handicapped parking allocation is granted by the Board, a Handicapped Parking Sign will be placed in front of the closest available parking space near the resident's building entrance.

Recognizing Handicapped Parking Areas should be a matter of common courtesy, but violation of this convenience will result in a \$250 fine to the offender. Non-resident vehicles found parked in a Handicap space will be immediately removed at the owner's expense.

***Snow Removal***

**During periods of snowfall, vehicles must not be parked in the same parking space for more than twenty-four (24) consecutive hours.** The purpose is to allow for the thorough and efficient removal of snow. Any registered cars not complying with this rule will be towed to a cleaned parking area at the expense of the vehicle's owner, unless advance notice of travel or medical issue is provided in writing to the Board. Unregistered cars not complying with this policy shall be removed from the property at the vehicle owner's expense.

***ACTION:*** The Brentwood of Palatine Board of Directors is hereby authorized to execute a contract with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these Rules and Regulations. All costs incurred, including administrative and legal fees, will be charged back to the unit owner's assessment account and will be subject to the Assessment Collection Policy, accruing late fees if not promptly paid. In all cases of violation where the penalty has not been specified as part of a rule, the Standard Table of Fines Appendix B shall apply.

**Parking is a privilege. Any Unit account more than 30 days in arrears may have their parking privileges revoked, and any vehicles assigned to that Unit, including tenant's vehicles may be removed from the property without notice, at the vehicle owner's expense.**

## IMPROVEMENTS OR ALTERATIONS TO THE COMMON ELEMENTS

Without limitation, the following shall be considered to be improvements, alterations or modifications of the common elements;

Installation of awning or cover for balconies, replacing of windows or sliding doors, replacing of screens or screen doors, the application of landscape items (including, without limitation, wooden, stone, masonry or other types of grade or perimeter defining items), air conditioning units (wall type), entry doors and thresholds, modifications of any type relating to heating elements or plumbing elements of the Association (with the exception of kitchen and bath fixtures), any layout changes within Units (including wall modification or removal or any structural items of the Unit, electrical wiring alterations of any kind, the installation of ceiling fans and any other modification, installation or alteration of any common or limited common element.

Prior to the undertaking of any activity described or inferred above, Unit Owners must complete the "Architectural Control Agreement" (Appendix M), and must submit to the Board the "Architectural Improvement Application Form" (Appendix N), along with any relevant documentation. **Approval of the Board, or its duly authorized agent or committee is expressly required prior to the commencement of any construction activity related to any modification, installation or alteration.**

Where required by ordinance, Village of Palatine inspectors (of proper discipline), shall be required to inspect plans submitted to the Village by the Unit Owner, at the expense of the Unit Owner, approve said plans, and subsequently inspect and approve the completed construction. Additionally, the Board may, at its discretion, require independent inspections by authorized and competent agencies or individuals prior to, and subsequent to, any such construction activity.

For the purpose of this rule, all items listed in the "Architectural Control Agreement" (Appendix M) shall be considered as, and enforcement of, this rule.

### ***ACTIONS:***

All remedies described in the "Architectural Control Agreement" (Appendix M) shall be utilized for the purpose of this rule. Any and all extraneous costs or expenses derived by non-compliance with this rule shall be assigned to the offending Unit Owner's account.

## SATELLITE DISH POLICY

In order to keep the aesthetic appearance of Brentwood of Palatine Condominium Association in a good and orderly manner, the Board has adopted the following Rules and Regulations:

1. Any Owner interested in installing a satellite dish one meter or less in diameter should notify the Board by submitting the completed Satellite Dish Application Form (Exhibit V)" to the Board 7 days prior to the date of installation along with a completed hold harmless agreement (Exhibit U)". Upon approval, the owner will be provided with instructions for installation. Satellite dishes greater than one (1) meter in diameter are prohibited.
2. No more than one (1) antenna of each provider may be installed.
3. To protect health, safety and welfare of the residents, all satellite dishes should be professionally installed. If the Owner uses a professional installer, the Unit Owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.
4. To protect health, safety and welfare of the residents and their property, the Board reserves the right to inspect the installation and maintenance of the satellite dish.
5. Once installed, the Owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the Unit Owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the Owner will be advised accordingly.
6. The Unit Owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in removal of the dish.
7. The Owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish. In addition, the Owner must restore the property to its original condition upon removal of the dish.
8. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorney's fees resulting there from. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish. Upon installation of the dish the Owner must execute the attached hold harmless agreement (Exhibit U).
9. Upon transference of the Ownership or occupancy of the Unit, the Owner shall inform the successor in title, including any purchaser by articles of agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish must be removed prior to conveyance.
10. All satellite dishes shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The amount of the fine shall be set by the Board of Directors in accordance with Appendix B Standard Table of Fines.

### *ACTION:*

Other than the remedies described in this section, the standard table of fines shall apply.

\* Any un-authorized entry to any roofs, boiler rooms and electrical rooms will be considered a TYPE 3 VIOLATION, and will result in an immediate \$100.00 fine, if found guilty, in addition to possible criminal trespass prosecution.

Also see- "DISPOSITION OF PERSONAL PROPERTY" Policy



## APPENDIX "A" Enforcement of Rules and Regulations Page 1 of 2

Any complaint, which alleges a violation of the Declaration, By-Laws or Rules and Regulations of the Association, shall be made in writing and shall contain substantially the same information as that set forth in the Witness Statement (included in this Appendix as Exhibit H). At a minimum, the complaint shall set forth:

- a. The name, address and telephone number of the complaining witness
- b. The owner's name and / or Unit number and address of the Unit where the offender resides or otherwise occurred.
- c. The specific details or description of the violation, including the date, time of day and location where the violation occurred.
- d. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or court trial which may be necessary.

The Association recommends that photographs or tape recordings be taken, if possible, to illustrate the nature of the violation. Any such photographs or tapes should be sent with the Witness Statement or forwarded as soon as possible. The name of the person who took the photograph or made the tape and the date on which it was taken or made should be included. When a complaint is made pursuant to the above, the offending Unit Owner shall be notified of the alleged violation by the Association. The notification shall be in a manner prescribed by the Board, in a form similar to Exhibit I, shown in this Appendix hereafter ("Notice of Violation"). In the event the alleged violation is not the first violation by the offending Unit Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Unit Owner if he / she is found guilty of the violation. The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws or Rules and Regulations of the Association. As part of the notice of Violation, the alleged violator shall have the right to request a hearing by the Panel of Inquiry (or the Board). A hearing date and time will be set by the panel or Board, and notification provided. If the accused Unit Owner cannot be present on that date, but wishes a separate hearing, the steps in Section 3 must be followed.

If any Unit Owner charged with a violation either believes that no violation has occurred or that he or she has been wrongfully or unjustly charged hereunder, the Unit Owner must request a hearing as follows:

- a. If the scheduled hearing date is not a convenient date for the Unit Owner then the Unit Owner must, within ten (10) days after the date of the Notice of Violation, submit in writing, a request for a different hearing date and an alternative date.
- b. If a request is filed, a hearing on the complaint shall be held before a panel (hereafter "Panel of Inquiry") composed of Board members or a committee duly appointed by the Board to hear the complaint or the Board. The Panel of Inquiry shall not include any persons presenting evidence at the hearing. The hearing shall be conducted no later than six (6) weeks after delivery of written request.
- c. The Panel of Inquiry shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his or her behalf. Following a hearing and due consideration, the Panel of Inquiry shall issue its determination regarding the alleged violation. The decision of the Panel of Inquiry shall be made by majority vote and shall be final and binding on the Unit Owner and the Association.
- d. Payment of any assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Panel of Inquiry has completed its determination. Notification of the Panel of Inquiry's determination shall be made in a form similar to that which is shown in this Appendix as Exhibit J.

If the Unit Owner does not appear at the scheduled hearing date, and no request for an alternative date has been filed, the hearing request shall be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Unit Owner shall be notified of any such determination using the same form and in the same manner as if a hearing had been conducted by a Panel of Inquiry or the Board.



## APPENDIX "A" Enforcement of Rules and Regulations Page 2 of 2

If a Unit Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws or Rules and Regulations of the Association, the following shall occur:

- a. If found guilty of a first violation of a given provision of the Declaration, By-Laws or Rules and Regulations, the Unit Owner shall be notified of the finding by the Association or the Managing Agent that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine, after considering factors such as the length of time the violation has been in effect, the length of time the violator has owned a unit or resided on the property, whether the violation was committed by the Unit Owner, and if not, the extent of control the Unit Owner had or should have had over the violator's conduct, the familiarity of the violator with the regulation, the severity of the violation and other appropriate factors. In addition, any legal expenses incurred by the Association or any actual damages repaired at Association expense may be assessed to the Unit Owner. All applicable actions and remedies specified in specific policies shall apply.
- b. If found guilty of a second or continuing violation of the same provision of the Declaration, By-Laws or Rules and Regulations, the Unit Owner shall be assessed a fine as specified in the Table of Fines in Appendix B.
- c. If found guilty of any violation, including a first violation, the Notice of Determination may also require the Unit Owner to pay the cost of repairing any damage or unauthorized condition on the Common or Limited Common Elements for which the Unit Owner has been found responsible and / or legal expenses and costs incurred by the Association as a result of the violation.

Any Unit Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Unit Owner to all of the legal or equitable remedies necessary for its collection. All charges imposed shall be added to the Unit Owner's account and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.

Notices of violations are deemed served either:

- a. By personal delivery at the time of delivery; or
- b. By mail following two (2) days after deposit in the United States mail, provided that the notice has been sent by regular first class mail to the Unit Owner at the Unit address, or to such other address as the Owner shall have previously filed with the Association, and further provided that the notice sent by regular mail has not been returned to the Association undelivered. For units held in trust, the notices may be sent either to the address of the trustee or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust.

The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided by law, in equity, or in the Declaration and By-Laws or Association Rules and Regulations to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

In the event of multiple violations, such violations shall be considered to be distinct, and any remedies or determinations, including all costs, fines and fees shall be applied concurrently and cumulatively for each violation.

In all cases, for any type of violation, the Hearing Panel or Board shall have the ability to assign fines, fees or penalties, higher or lower, or not specified within the Rules and Regulations, at their sole discretion and determination mitigated by, but not limited to, the seriousness of the violation, cooperation of the Unit Owner, remedial actions taken by the Unit Owner, or lack thereof of any of the described. Any violations or actions detrimental to the Association, its property, Common or Limited Common Elements, Owners or Owners rights under the law not specified under the Rules and Regulations shall be subject to this clause without limitation

## APPENDIX "B" – STANDARD TABLE OF FINES

Any violation of the terms of the Declaration, By-Laws or Rules & Regulations shall subject the responsible individual or unit owner to the following. Fines and penalties for infractions of the general Rules & Regulations, Declaration and By-Laws of the Association shall be categorized as:

- a. **TYPE 1:** Infractions that damage, destroy, deface or change the Common or Limited Common Elements.
- b. **TYPE 2:** Infractions disrupting the routine or appearance of the property, socially disruptive actions such as noise violations and other violations determined by the Board to apply to this Type.
- c. **TYPE 3:** Infractions demonstrating a disregard for shared usage practices, resulting in businesses being operated at Association expense, the disregard or abuse of the property rights of Association Unit Owners or the Association generally or other types of infractions of a serious nature not previously categorized or outlined in these Rules and Regulations.

Except as specified for certain infractions of the Rules & Regulations detailed separately as part of a Rule, the Board shall proceed as follows:

- a. **TYPE 1 INFRACTIONS:**
  1. In the event that any violation has resulted in damage to the Common or Limited Common Elements either outdoors or indoors, or has resulted in any unauthorized architectural condition on the Common or Limited Common Elements, the Association shall proceed to have the violation corrected and the unit owner shall be assessed the full cost of labor and materials required in addition to any specific policy fines.
  2. In addition to the forgoing assessment, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess the unit owner with an additional administrative charge of \$100 or 10% of the cost of labor and materials, whichever is the greater.
- b. **TYPE 2 INFRACTIONS:**
  3. First Offense- A guilty verdict for a type 2 violation is subject to either a warning letter or a \$25.00 fine charged to the unit owner's next monthly assessment(s) at the Board's discretion based on type of violation involved.
  4. Second Offense or failure to correct first Offense- A guilty verdict for a Type 2 violation shall result in a \$50.00 fine charged to the unit owner's next monthly assessment(s).
  5. Continued Offense- In addition to the other remedies decided by the Board of Directors, a fine of \$150.00 plus \$25.00 per day until the violation is corrected will be charged to the unit owner's next monthly assessment(s). Accumulated amounts shall be applied to the unit owner's account until the Board of Directors verifies compliance. Additionally, and legal costs incurred will be charged to the unit owner.
- c. **TYPE 3 INFRACTIONS:**
  6. Notwithstanding actions or remedies specified elsewhere in the Rules, any violation of this type will result in the immediate fine of \$250.00 to the Unit Owner, with subsequent violations resulting in incremental increases of \$250.00 per occurrence without limitation. Accumulated amounts shall be applied to the unit owner's account until the Board of Directors verifies compliance. Additionally, and legal costs incurred will be charged to the unit owner.
  7. In the event that the offending party(s) are tenants, the Association, in addition to levying the above fines, shall have the right to seek the eviction of the Tenant pursuant to Illinois law and under the terms of the Crime Free Multi Unit Housing Lease Addendum.

## APPENDIX "C" – WINDOW AND DOOR REPLACEMENT REQUIREMENTS

In accordance with the Declaration, Section 3.03, where "...any addition, alteration or improvement will be substantially similar in quality of construction and design to any similar addition, alteration or improvement then on the property..." all Window / Sliding Door replacements must adhere to the following standards:

- All windows and sliding doors must be of the "slider" type
- All replacement Windows and sliding doors must utilize Thermal Pane© or better energy saving technology
- All windows and sliding doors must be energy efficient models or types.
- Exterior coloring must be Dark Brown.
- No horizontal features are allowed. (i.e. built-in blinds or slats)
- All windows and sliding doors must have operating screens
- No "triple-track" or similar storm / screen combination units are allowed

All replacement windows / sliding doors must be approved, in writing, by the Board or the Board's authorized agent, and a completed **ARCHITECTURAL CONTROL AGREEMENT** (Exhibit M) and a completed **ARCHITECTURAL IMPROVEMENT APPLICATION FORM** (Exhibit N) must be submitted for consideration.

The Association can reduce the cost by purchasing volume quantities from manufacturers and / or distributors. Additionally, the Association may, if so requested, provide for professional installation of windows and doors for Owners. The Association may recommend manufacturers and models that have been evaluated, and found to be of appropriate quality.

### ***ACTION:***

Any Unit found to have had installed windows or sliding doors of any other types than listed above shall have the unauthorized window or door removed, and replaced with an authorized type at the Unit Owners expense, to include all materials and labor necessary to affect such replacement. Any Owner refusing to allow for the replacement of windows or doors shall be subject to legal actions, which may be undertaken by the Association's attorney at the Association's request, and all legal fees, court costs will be charged to the Unit Owner's account.



# HOMEOWNER FORMS

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Please complete forms and return them to PSI for processing.

Corporate Office

2155 Pointe Boulevard, Suite 210 | Elgin, IL 60123

South Suburban Office | 1005 Internationale Parkway, Suite 204  
Woodridge, IL 60517

Ph. 847.806.6121 | fx. 847.806.6154

[www.psimanagment.net](http://www.psimanagment.net)



# BRENTWOOD OF PALATINE CONDO ASSOCIATION

## HOMEOWNER CENSUS

In order to keep our records up to date, we request that you complete the below Homeowner Census. Please remit a completed copy to Property Specialists, Inc., 2155 Point Boulevard, Suite 210, Elgin, IL 60123, fax to 847.806.6154, email to info@psimanagement.net, or submit through the request page on your portal.

### HEAD OF HOUSEHOLD

---

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Address: \_\_\_\_\_ CSZ: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ CSZ: \_\_\_\_\_

Email Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Other: \_\_\_\_\_ Specify: \_\_\_\_\_

### OTHER OCCUPANTS

---

Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Pet Name: \_\_\_\_\_ Color: \_\_\_\_\_ Breed: \_\_\_\_\_

Pet Name: \_\_\_\_\_ Color: \_\_\_\_\_ Breed: \_\_\_\_\_

### EMERGENCY CONTACT

---

Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### VEHICLE INFORMATION

---

Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ License Plate: \_\_\_\_\_

Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ License Plate: \_\_\_\_\_

\*\*\* INFORMATION WILL NOT BE USED FOR COMMERCIAL PURPOSES \*\*\*

# BRENTWOOD OF PALATINE CONDO ASSOCIATION

## TENANT CENSUS

In order to keep our records up to date, we request that you complete the below Homeowner Census. Please remit a completed copy to Property Specialists, Inc., 2155 Point Boulevard, Suite 210, Elgin, IL 60123, fax to 847.806.6154, email to info@psmanagement.net, or submit through the request page on your portal.

### LEASE INFORMATION

---

Lease Start: \_\_\_\_\_ Lease End: \_\_\_\_\_

### HEAD OF HOUSEHOLD

---

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Address: \_\_\_\_\_ CSZ: \_\_\_\_\_

Email Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Other: \_\_\_\_\_ Specify: \_\_\_\_\_

### OTHER OCCUPANTS

---

Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Pet Name: \_\_\_\_\_ Color: \_\_\_\_\_ Breed: \_\_\_\_\_

Pet Name: \_\_\_\_\_ Color: \_\_\_\_\_ Breed: \_\_\_\_\_

### EMERGENCY CONTACT

---

Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### VEHICLE INFORMATION

---

Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ License Plate: \_\_\_\_\_

Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ License Plate: \_\_\_\_\_

\*\*\* INFORMATION WILL NOT BE USED FOR COMMERCIAL PURPOSES \*\*\*

Exhibit "A" CRIME FREE MULTI UNIT HOUSING LEASE ADDENDUM 1 of 2

All applicants for residency at the Brentwood of Palatine Condominium Association ("Association") must comply with all of the stipulations set forth in this Addendum, in addition to the Declaration of Condominium Ownership, By-Laws and Rules and Regulations of the Association. After fulfilling all of the disclosure requirements and once the Board of Directors has reviewed an acceptable consumer report/confidential background check, the applicant's residency shall be deemed to be acceptable and shall be notified in writing of same.

In consideration of the execution or renewal of a lease of Unit No. \_\_\_\_\_ as identified in the lease, Owner (or Owner's agent or representative) and Tenant agree as follows:

- 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, but not limited to, drug related criminal activity, on or near said premises.** "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).
- 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 premises.**
- 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 physically located on the premises during any such offense.**
- 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 premises.**
- 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 criminal street gang activity, prostitution, as defined in the Illinois Compiled Statutes, threatening or intimidating behavior as prohibited in the Illinois Compiled Statutes, assault as prohibited in the Illinois Compiled Statutes 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 members of the community, the landlord, his agent or other tenant or involving imminent or actual serious property damage as defined in the Illinois Compiled Statutes.**
- 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 conduct in violation of the Association's Declaration of Condominium, By-Laws, Rules and Regulations (including, but not limited to the rules and regulations adopted by the Board of Directors and referred to as the CRIME FREE LEASE PROGRAM RESOLUTION), copies of which Tenant hereby acknowledges he/she has been provided and reviewed.**
- 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 Statutes. 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 court within the county wherein the unit is located in the event Owner and/or Association 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.

- In addition to any other remedies, by filing an action jointly against the Tenant and the Unit Owner, the Association may seek to enjoin a Tenant from occupying a Unit or seek to evict a Tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Declaration, By-Laws, and Rules and Regulations of the Association. The Board of Managers may proceed directly against a Tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by Tenant of any covenants, rules, regulations or bylaws of the Association.
- 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 of 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 lease, the provisions of this addendum shall govern.

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

\_\_\_\_\_  
Tenant's Printed Name

\_\_\_\_\_  
Owner's Printed Name

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Owner's Signature

Date: \_\_\_\_\_, 2\_\_\_\_

Date: \_\_\_\_\_, 2\_\_\_\_

Property Address: \_\_\_\_\_  
\_\_\_\_\_



VEHICLE PARKING PERMIT APPLICATION FORM (Exhibit C)

NOTE: Vehicle parking sticker will be issued only if application is completely filled out. One application must be filled out for each vehicle requesting parking permit. Submit completed application to the Association.

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

Building Address \_\_\_\_\_ Unit # \_\_\_\_\_ Date \_\_\_\_\_

Circle 1 Only

- Resident Owner / Co-Owner (My name is on the purchase papers for the unit)
- Relative of Resident Owner of record
- Roommate of Resident Owner of record
- Tenant of Record (My name is on the lease to this unit)
- Relative of Tenant of Record
- Roommate of Tenant of Record

VEHICLE #1 INFORMATION

Year: \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Color and Description \_\_\_\_\_

License Plate Number \_\_\_\_\_ Expires: \_\_\_\_\_

VEHICLE #2 INFORMATION

Year: \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Color and Description \_\_\_\_\_

License Plate Number \_\_\_\_\_ Expires: \_\_\_\_\_

*No trucks with larger than "B" license plates may be kept on Brentwood Property. Exceptions may be applied for and may be approved with payment of an additional fee by the vehicle owner to be determined by the Board. Each vehicle must have a completed application form and proof of insurance to be issued a parking sticker.*

*Tenants must be in compliance with all Leasing policies and requirements.*

**\*\*OFFICE USE ONLY\*\***

Valid Driver's License (Y/N): \_\_\_\_\_ Insurance(Y/N): \_\_\_\_\_

Registration Approved By: \_\_\_\_\_

Sticker Number \_\_\_\_\_

Sticker Number \_\_\_\_\_

Date Issued \_\_\_\_\_

Tag Number \_\_\_\_\_

**PET REGISTRATION FORM (Exhibit D)**  
**Must be submitted to the Association**

**Please complete this form, and submit to the Association within 10 days of purchasing, adopting or any other changes in the pet specifics of the Unit. Refer to Pet Policy for restrictions and rules regarding pets. Village License and County Tag information is REQUIRED for all dogs and cats.**

Building address: \_\_\_\_\_ Unit Number: \_\_\_\_\_

Pet Owner Name \_\_\_\_\_

Mailing Address (If different than Unit) \_\_\_\_\_

Address cont. \_\_\_\_\_

Home Phone Number: \_\_\_\_\_

Work Phone Number: \_\_\_\_\_

Mobile Phone Number: \_\_\_\_\_

List All Pets in the Unit (ALL PETS MUST BE REGISTERED)  
35 pound weight limitation for any pets.

Dog 1: Breed: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_

Palatine License Number: \_\_\_\_\_ Cook County Rabies Tag Number: \_\_\_\_\_

Dog 2: Breed: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_

Palatine License Number: \_\_\_\_\_ Cook County Rabies Tag Number: \_\_\_\_\_

Cat 1: Breed: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_

Palatine License Number: \_\_\_\_\_ Cook County Rabies Tag Number: \_\_\_\_\_

Cat 2: Breed: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_

Palatine License Number: \_\_\_\_\_ Cook County Rabies Tag Number: \_\_\_\_\_

Other Pets: Type \_\_\_\_\_ Qty: \_\_\_\_\_

Other Pets: Type \_\_\_\_\_ Qty: \_\_\_\_\_

Other Pets: Type \_\_\_\_\_ Qty: \_\_\_\_\_

POOL PASS APPLICATION FORM (Exhibit E)

NOTE: Pool Pass will be issued only if application is completely filled out, and proof of age provided (if applicable). Tenants requesting pool passes MUST have a valid, current lease of file with the Association. One pass per person will be issued. Submit completed application to the Association.

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

Building Address \_\_\_\_\_ Unit # \_\_\_\_\_ Date \_\_\_\_\_

Age: \_\_\_\_\_ ID Provided? \_\_\_\_\_ Type: \_\_\_\_\_

**TENANTS MUST COMPLETE THE INFORMATION IN THIS BOX**

Unit Owner's Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

I have read and understand the policy regarding pool usage. \_\_\_\_\_

*Unit owners whose account is more than 30 days in arrears may be denied pool privileges until such time as their account is brought into compliance. Tenants of Owners whose account is more than 30 days in arrears may be denied pool privileges until such time as the Unit Owner's account is brought into compliance. Tenants must have valid, current lease on file with the Association to receive pool passes.*

**\*\*OFFICE USE ONLY\*\***

Registration Approved By: \_\_\_\_\_

Pass Number \_\_\_\_\_ Date Issued \_\_\_\_\_

MOVE-IN / MOVE-OUT FORM (Exhibit F)

NOTE: All move-ins and move-outs must provide a **minimum of 72 hour notice** to the Association. Submit completed application to the Association.

CIRCLE ONE:                      MOVE-IN                      MOVE-OUT

Building Address \_\_\_\_\_ Unit # \_\_\_\_\_ Today's Date \_\_\_\_\_

Unit Owner Name: \_\_\_\_\_

Unit Owner Phone Number: \_\_\_\_\_

If a Tenant is moving in or moving out, provide the following:

Tenant Name: \_\_\_\_\_

Tenant Phone Number: \_\_\_\_\_

**MOVING INFORMATION:**

Date of Move: \_\_\_\_\_

Time of Move: Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

**Note: Allowable moving times are Monday through Saturday 8:00 a.m. to 7:00 p.m. and on Sunday from 10:00 a.m. to 5:00 p.m.**

A damage deposit of \$200.00 must be provided in the form of a personal check or cashier's check payable to Brentwood of Palatine. Any and all damages caused by the move will be deducted from the deposit. Provide a forwarding address for return of unused deposit monies:

|  |
|--|
| <b>**OFFICE USE ONLY**</b>                               |
| Notice and deposit Received on: _____                    |
| Received By: _____                                       |
| Damage amount if any _____ Deposit amount returned _____ |



ARCHITECTURAL CONTROL AGREEMENT (Exhibit G) page 1 of 2

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ and the Brentwood of Palatine Condominium Association, an Illinois not-for-profit corporation for and in consideration of the mutual covenants set forth herein, agrees as follows:

WHEREAS, pursuant to the Declaration of Condominium Ownership for the Brentwood of Palatine Condominium Association, the Board of Directors (hereinafter referred to as the "Board") and/or its duly authorized committee are obligated to protect and preserve the architectural integrity and aesthetic environment of the Association's common elements; and

WHEREAS, Unit Owner is desirous of constructing a certain addition, improvement and/or alteration of the common elements in conformity with the requirements of the Declaration and uniform standards adopted by the Board of Directors of Association.

NOW, THEREFORE, in consideration for the sum of \$25.00 and other good and valuable consideration it is hereby agreed as follows:

1. That Unit Owner shall submit to the Board of Directors and/or to its duly appointed Architectural Control Committee an application form for "Architectural Improvement" (copy attached as Exhibit N and made part hereof).
2. In the event Unit Owner uses a contractor, the contractor must provide the Association with a Certificate of Insurance.
3. Within 21 days of receipt, the Board or its duly appointed agent shall notify Unit Owner in writing of its decision to approve or reject Unit Owner's proposed improvement.
4. In the event Unit Owner's improvement is rejected, Unit Owner may resubmit an application form including changes, modifications, or additional improvements in accordance with the conditions set forth in the Board's notice of rejection.
5. The first re-submittal shall be treated as an initial application.
6. In the event Unit Owner is unconditionally rejected, Unit Owner may submit a written appeal directly to the Board of Directors to be considered at the next regularly scheduled Board meeting, or a special meeting called for that purpose.
  - a. In the event of an appeal by a Unit Owner, Unit Owner shall be afforded a right to a hearing, to be represented by counsel and to submit evidence in defense of his application.
  - b. Upon adjudication of the Unit Owner's appeal, the Board shall notify Unit Owner of its decision in writing within ten (10) days of said meeting.
  - c. The decision of the Board of Directors pertaining to Applications for Improvements Appeals shall be final and binding on Unit Owner.
7. In the event of Board approval, Unit Owner shall commence construction in strict conformity with the approved guidelines as soon as practicable, weather permitting. In no event shall construction commence after six months from the date of approval.
8. Upon construction of an improvement, Unit Owner does hereby indemnify and hold harmless the Board, Association, its agent and Unit Owners from any and all claims, controversies, or causes of action resulting from said improvement, including the payment of any and all costs of litigation and attorneys fees resulting there-from.
9. Unit Owner, his successors in title, assignees, agents or heirs, are solely and individually responsible for the repair, maintenance and restoration of his improvement so long as it remains on the property.
  - a. If at any time Unit Owner fails to maintain said improvement to the satisfaction of the Board, the Board shall notify Unit Owner of his violation of this agreement in writing.
  - b. Unit Owner shall bring the improvement into compliance within 10 days of said notification.
  - c. Failure of Unit Owner to remedy the defects as outlined by the Board in the improvement, may, at the discretion of the Board, result in the Board undertaking any and all repairs, maintenance or restoration of Unit Owner's improvement at Unit Owner's expense.

ARCHITECTURAL CONTROL AGREEMENT (Exhibit G) page 2 of 2

- d. Any and all expenses incurred by the Board in making said repairs, maintenance or restoration shall be assessed to the Unit Owner's account in accordance with the Declaration, to collect the foregoing, including all costs and attorney's fees.
- 10. In the event Unit Owner constructs an improvement substantially different from that upon which was submitted in his application, the Board may in its discretion, enter upon Unit Owner's appurtenant portion of the common elements to dismantle and remove same or utilize any and all remedies available at law or in equity. Unit Owner does hereby indemnify and hold harmless the Board, Association and its duly authorized agent and refrain from instituting an action for trespass in the event the Board removes said improvement. The Board's right of entry is unqualified and in conformance with the Declaration.
- 11. Upon transference of ownership of his Unit, Unit Owner shall inform successor in title, including any tenant or purchase, by Articles of Agreement for Warranty Deed, of the existence of this agreement and the obligation set forth herein. The obligations herein shall pass to any successor in interest.
- 12. Time is of the essence of this agreement.
- 13. This agreement shall be construed in accordance with the laws of the State of Illinois.

Submit completed agreement, application and all associated documents to **the Association**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

Brentwood of Palatine Condominium Association

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

\_\_\_\_\_  
\_\_\_\_\_  
Unit Owner(s)

ATTEST By: \_\_\_\_\_  
Its Secretary

## CLUBHOUSE RENTAL / GAZEBO RESERVATION AGREEMENT (Exhibit K)

As a resident of the Brentwood of Palatine Condominium Association, I hereby request the use of the Brentwood Clubhouse / Gazebo. Attached is a check for the \$300.00 (Clubhouse), \$50.00 (Gazebo) re-fundable deposit plus the \$100.00 Clubhouse or \$25.00 Gazebo non-refundable user's fee. I understand the deposit is required to confirm a reservation, and that it will be returned as soon as possible following the party contingent upon Association representative signed approval of the post-reservation checklist. I further understand and fully agree that if all rules and regulations are not adhered to, any additional fees or charges will be deducted from my security deposit. If there are further charges the Unit Owner of record will be fully responsible for payment of same. All sections of the Act, Declaration, By-Laws and Rules & Regulations apply. Applicant is responsible for any violations committed by guests.

1. Parties in the Clubhouse are limited to a maximum of 50 people.
2. Parties may not continue past 1:00 a.m., with cleanup until 1:30 a.m.
3. NO PETS are allowed in the Clubhouse at any time.
4. City Ordinance states that excessive noise is prohibited at any time and no loud noise is permitted after 11:00 p.m.
5. Use of pool is PROHIBITED during closed hours.
6. Smoking is prohibited within the Clubhouse.
7. Parties must remain in the clubhouse, and not flow out of the clubhouse structure (i.e. into the parking lot or sidewalks).
8. Parking for parties is not allowed in the parking spaces. Vehicles must be parked in the visitor spaces indicated, along the **South side** of the parking road between the Clubhouse and Winslowe Drive, with overflow parking along Winslowe Drive. Notice to the Towing company will be provided by the Association or managing agent.
9. Cleanup is expected at conclusion of events. Any cleaning equipment needed such as a vacuum cleaner, is the sole responsibility of the applicant.
10. Applicants must be a minimum of 21 years of age in order to rent the Clubhouse.
11. The sale of alcoholic beverages is absolutely prohibited. Violators may be prosecuted.
12. The serving of alcoholic beverages to anyone under the age of 21 is expressly prohibited. Violators may be prosecuted.

The Board of Directors reserves the right to refuse use of the Clubhouse or Gazebo to any member of Brentwood of Palatine Condominium Association not in good standing. All costs to repair or replace damaged items, or to have carpeting or other items professionally cleaned or replaced shall be billed to reserve as direct cost in addition to liquidated damage amounts levied.

I have read, understand and agree to abide by the regulations and stipulations outline above.

Initial \_\_\_\_\_

BOP-CRA-1

**CLUBHOUSE RENTAL / GAZEBO RESERVATION APPLICATION (Exhibit L)**  
**Must be submitted to the Association**

Date of requested reservation (Day/Date) \_\_\_\_\_

Estimated length of activity (From-To) \_\_\_\_\_

Type of party or activity \_\_\_\_\_

Number of people expected to attend (Max 50) \_\_\_\_\_

Requested by (Print Name) \_\_\_\_\_

Building address: \_\_\_\_\_ Unit Number: \_\_\_\_\_

**OWNER / TENANT (CIRCLE 1)**

HOME PHONE# \_\_\_\_\_ WORK-CELL# \_\_\_\_\_

SIGNATURE OF APPLICANT \_\_\_\_\_

**\*\*\*If applicant is a tenant, the unit owner must fill out this section\*\*\***

**I give my approval for my tenant named above, to reserve the Clubhouse / Gazebo. I further agree to be solely responsible for any damages, fees or charges to the Clubhouse / Gazebo if my tenant fails to make restitution to the Association.**

SIGNATURE OF OWNER \_\_\_\_\_

PHONE # \_\_\_\_\_ DATE \_\_\_\_\_

**PLEASE NOTE: A tenant's application will not be accepted if a copy of the current lease is not on file with the Association or the unit owner's account with PSI is delinquent over 30 days.**

Account and Lease verified by: \_\_\_\_\_

FEE, DEPOSIT RECEIVED: \_\_\_\_\_ DATE AVAILABILITY VERIFIED: \_\_\_\_\_

APPROVED BY:

\_\_\_\_\_ DATE \_\_\_\_\_



**CLUBHOUSE / GAZEBO RENTAL CHECKLIST**  
(Exhibit R)

Applicant Unit and Name: \_\_\_\_\_

| <u>DESCRIPTION:</u>                               | <u>SATISFIED (Y/N)</u> | <u>FEE FOR (N)</u> |
|---|------------------------|--------------------|
| All rented / reserved<br>Areas* properly cleaned: | _____                  | \$75.00            |
| Activity not restricted to<br>Clubhouse:          | _____                  | \$50.00            |
| Noise Disturbance                                 | _____                  | \$75.00            |
| Use of pool during closed<br>Hours:               | _____                  | \$500.00           |
| Damages to structures (est.)                      | _____                  | \$ _____           |

Total applied additional fees: \_\_\_\_\_

\* The clubhouse / gazebo is expected to be clean and in proper condition prior to any rental event, and is expected to be left in the same condition following any event. Specific areas include, without limitation, carpet, floors, bathrooms, kitchen area, sinks, fireplace, tables, chairs, etc. Pre event conditions contrary to the standards expected should be noted by the applicant in the space provided.

Pre-event outstanding conditions: \_\_\_\_\_

Inspection performed by: \_\_\_\_\_

Date and Time of inspection \_\_\_\_\_

Acknowledged and Recorded by: \_\_\_\_\_

Owner / Applicant informed of additional fees (if applicable):    YES                      NO

BOP-CRA-3

**NOTICE OF VIOLATION (Exhibit N)**

To: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Address: \_\_\_\_\_ Unit #: \_\_\_\_\_

An allegation of a violation of the Declaration, By-Laws or Rules and Regulations of the Association has been made against you. You have the right to request a hearing and to provide testimony against this allegation at such a hearing before a Panel of Inquiry or the Board. Witnesses will also provide testimony in the form of first hand witnesses and / or photographic and / or taped evidence. The Panel of Inquiry or Board, following presentation of all evidence and testimony regarding the allegation, will make a determination. The determination will be binding upon you as a Unit Owner and the Association. Following the determination, notification will be provided to you in the manner detailed in Appendix A of the Rules and Regulations of the Association.

Date and Time of alleged violation: \_\_\_\_\_

Declaration, By-Laws or Rules and Regulations applicable section(s)

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Summary of violation

If you feel this accusation is unjust, wish to provide testimony, evidence or mitigating circumstances, you must submit, within 5 business days, a hearing request form (Exhibit O) to the managing agent or Board of Directors. A hearing date and time will then be scheduled within 14 days. Submission of a hearing request, and subsequent failure to appear at said hearing, or failure to request a hearing shall result in summary judgment and shall be deemed an admission of guilt.

REQUEST FOR HEARING REGARDING VIOLATION (Exhibit O)

I, \_\_\_\_\_ hereby request a formal hearing be scheduled and held with the Hearing Panel or Board regarding a notification of Violation notice in order to provide testimony in my defense and on my behalf.

I understand that a hearing date will be scheduled and notification of the date and time provided to me within 14 days by 1<sup>st</sup> class mail, and that should I fail to appear at that hearing, a summary judgment of guilty will be made by the hearing panel or Board, with any and all appropriate fines, fees and costs being applied to my account as due and payable with my next regular assessment.

I further understand that the determination of the hearing panel or Board, after allowing for the testimony of all witnesses, presenting of any evidence and pleadings of mitigating circumstances, shall be considered final, binding and of immediate effect.

Signed, \_\_\_\_\_

Date, \_\_\_\_\_

NOTICE OF DETERMINATION REGARDING VIOLATION (Exhibit P)

To: \_\_\_\_\_ Date: \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, you were notified of a violation of the Declaration, By-Laws or Rules and Regulations of the Association. In accordance with the Association Rules:

( ) A hearing was held on \_\_\_\_\_, 20\_\_\_\_

( ) You have admitted to the violation by default and waived your right to request a hearing regarding the alleged violation. After considering the complaint, the following determination has been made and the following action(s) will be taken:

( ) You were found Not Guilty and no action will be taken.

( ) A ( ) 1st ( ) 2<sup>nd</sup> ( ) 3<sup>rd</sup> ( ) continuing violation of the Association's Declaration, By-Laws or Rules and Regulations has occurred and a fine in the amount of \$\_\_\_\_\_ is now due. A fine for a continuing violation will continue and accrue until the violation has been eliminated and the Association has been notified.

( ) Damages, expenses and administrative charges in the total amount of \$\_\_\_\_\_ have occurred and are now due.

( ) Legal expenses in the amount of \$\_\_\_\_\_ have been incurred by the Association and are now due.

( ) Damages have occurred or an architectural violation exists, as charged in the complaint. The damages or violation will be corrected or repaired and you will be billed for the costs thereof plus administrative expenses.

( ) As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur and the expenses incurred will be assessed to you.

( ) As a result of the determination, you are required to remove tenants for violating the Multi Unit Housing Crime Free Policy, and Village ordinance 0.12.07. Failure to remove your tenants on or before

\_\_\_\_\_ will result in the Association commencing eviction proceeding under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Declaration, By-Laws, and Rules and Regulations of the Association. All legal and administrative fees will be assessed to your account.

Signed \_\_\_\_\_ Title \_\_\_\_\_

Attest \_\_\_\_\_ Title \_\_\_\_\_



**VIOLATION COMPLAINT-WITNESS STATEMENT (Exhibit Q)**

PLEASE PRINT OR TYPE: Complete all information you know, and submit to the Association. Attach additional sheets if necessary.

**INFORMATION CONCERNING WITNESS (ES) TO VIOLATION**

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|              |                   |         |
|--------------|-------------------|---------|
| Witness name | Building & Unit # | Phone # |
|--------------|-------------------|---------|

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|              |                   |         |
|--------------|-------------------|---------|
| Witness name | Building & Unit # | Phone # |
|--------------|-------------------|---------|

**INFORMATION CONCERNING VIOLATOR**

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|                 |                   |         |
|-----------------|-------------------|---------|
| Violator's name | Building & Unit # | Phone # |
|-----------------|-------------------|---------|

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|                 |                   |         |
|-----------------|-------------------|---------|
| Violator's name | Building & Unit # | Phone # |
|-----------------|-------------------|---------|

**INFORMATION CONCERNING VIOLATION**

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|                |      |          |
|----------------|------|----------|
| Violation Date | Time | Location |
|----------------|------|----------|

\_\_\_\_\_ of Declaration By-Laws Rules & Regulations

Article      SectionParagraph

Witness Observations

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I have made the above statements based upon my personal knowledge and not upon what has been told to me. I will cooperate with the Association and its attorneys to provide additional statements or affidavits, and in the event a hearing or trial is necessary, I will appear to testify as a witness. If I refuse to testify after filing this complaint, I agree to pay all costs and attorneys' fees lost by the Association as a result of failure to testify.

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|           |      |
|-----------|------|
| Signature | Date |
|-----------|------|

BOP-VWS

Brentwood of Palatine

**All items, fees and deposits must accompany form to be considered.**

**APPLICATION FOR LEASE (Exhibit Z)**

In consideration of executing a lease for, and installing tenant(s) in, my unit at Brentwood of Palatine Condominium Association, I hereby apply to the Board of Directors for such action.

DATE: \_\_\_\_\_

UNIT ADDRESS \_\_\_\_\_

UNIT OWNER: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

I have read the Leasing Policy, the Crime Free Multi Housing Unit Policy, am compliant with all requirements, and understand that if my unit is not currently on the leasing list, that I will be placed on a waiting list for leasing.

SIGNATURE: \_\_\_\_\_

**CHECKLIST FOR LEASING A UNIT**

- \*Application for lease (this form)
- \*Copy of lease (listing all persons desiring to reside in the unit)
- \*Crime Free Multi Unit Housing Addendum (Exhibit A)
- \*Tenant Registration Form (Exhibit B)
- \*Pet Registration Form (Exhibit D)
- \*Move in Form (Exhibit C)
- \*\$200.00 deposit check (payable to Brentwood of Palatine)
- \*\$300.00 processing for all new tenants (made payable to Property Specialists Inc.)
- \*Nationwide Criminal Background Check (run on all persons over 18 wanting to reside in unit)
- \*Copy of current Village License

This application must be submitted a minimum of **72 hours** prior to desired move in date. Once submitted, applicant shall be notified by phone of one of the following determinations;

1. The application has been approved, or
2. The Board requires an interview of prospective tenants, and said interview shall be scheduled, or
3. The application has been denied.

**Office Use ONLY**

Date Approved \_\_\_\_\_

Date Denied \_\_\_\_\_

Interview Required \_\_\_\_\_ Date of Interview \_\_\_\_\_

Date Owner Contacted \_\_\_\_\_

**POST INTERVIEW IF ONE WAS REQUIRED BY BOARD**

Date Approved \_\_\_\_\_

Date Denied \_\_\_\_\_

Date Owner Contacted \_\_\_\_\_

Board Member Initials: \_\_\_\_\_ Date: \_\_\_\_\_

# ARC Application

Please complete and remit the application with all pertinent back-up material to your Community Association Manager for Board consideration **PRIOR** to any work being authorized or performed. Please note that any unauthorized work found to be non-conforming with the Association's aesthetic policies and codes will require immediate repair at the cost of the owner. Incomplete applications will be returned without consideration and deemed rejected.

**Community Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Homeowner Name:** \_\_\_\_\_  
(only the owner on record may apply)

**Unit Address:** \_\_\_\_\_  
(physical address of the property)

**Email Address:** \_\_\_\_\_

**Phone (Home or Cell):** \_\_\_\_\_

**Description of Proposed Improvement:**  
\_\_\_\_\_

**Hired Contractor:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
(if applicable)

## Sketch or Visual Depiction of Proposed Alteration or Addition:

A sketch of all improvements is to be included in the box provided to show the location and dimension relative to the existing structure(s), and a visual depiction of the item to illustrate the aesthetic conformity to the Association's rules.

The applicant shall provide all documents required as set forth within the Association's governing documents or required by the Architectural Control Committee/Board of Directors as well as any permits required by the municipality, if applicable.

**Cost/Value of Improvement:** \_\_\_\_\_

**J.U.L.I.E. DIG #:** \_\_\_\_\_

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

**Make sure to contact J.U.L.I.E before you dig at  
1- 800-892-0123 (It's a FREE Service)**

I/We submit this application pursuant to the Association's Governing Documents.

I/We acknowledge and agree that it is my/our responsibility to comply with all applicable County and/or Municipal requirements pertaining to the proposed improvement.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

## For Internal Use Only:

Date Received: \_\_\_\_\_ By: \_\_\_\_\_

Date Approved: \_\_\_\_\_ By: \_\_\_\_\_

Reason for Denial (if applicable): \_\_\_\_\_

Please Fax, Email or Mail Completed Application and Supporting Documents to:

Fax: 847-806-6154 | info@psmanagement.net | Property Specialists, Inc, 2155 Point Boulevard, Suite 210, Elgin, IL 60123



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## ASSOCIATION ASSESSMENT PAYMENT OPTIONS

For your convenience, there are several different options you can use to pay your Association Assessments.

### **HOMEOWNER WEB-PORTAL:**

Your online portal can be utilized to pay your assessment. You can set up a payment preference of ACH, one-time e-check, recurring e-check schedule, or credit card. If you need to request portal log-in details, please visit [portal.psimanagement.net](http://portal.psimanagement.net) to sign up.

### **AUTO DRAFT:**

Auto Draft (ACH) is available. This program allows a direct withdrawal of your assessment amount from your bank account, between the 3rd and 6th of the month your assessment is due. If you would like to join the ACH Program, please log into your homeowner portal and complete the auto-draft information or visit our website at [www.psimanagement.net](http://www.psimanagement.net) to obtain the appropriate form. If you would like an ACH form mailed to you, please contact our office. If you are already participating in the ACH program, the assessment amount will automatically be deducted in accordance with your Association's budget. If you have a monthly assessment, please retain your payment coupons should you decide to cancel the program during the year.

*(Please note: Account Balances will not be automatically deducted from your checking account through ACH. Balance Forwards must be paid via check or online payment.)*

### **ONLINE PAYMENT:**

You can make payments online by credit card and electronic payment via your homeowner portal or you may visit [www.mutualpayproperty.com](http://www.mutualpayproperty.com) and follow the instructions provided. Additional fees may apply. **If you set up reoccurring payments through this website, please note that it will only reoccur for a year and you will need to adjust the assessment amount if it changes.**

### **ONLINE BANKING/BILL PAYMENT SERVICES:**

If you use your bank or an online bill payment service, be sure to verify the correct account number notated at the top of your payment coupon and the correct dollar amount is referenced on the payment your bank is submitting. Please direct your online service to have the payment mailed to PO Box 66451, Phoenix, AZ 85082-6451 notated on the payment coupon. E-Check options are also available on your homeowner portal.

### **U.S. POSTAL SERVICE:**

Payment coupons or an invoice identifying your Association and your assessment amount are mailed directly to you. The invoice or coupon will tell you how much the assessment is, when it is due, and when it is considered late with a separate late fee amount. In order to avoid late fees, please allow 5-9 days for the U.S. Postal Service to deliver your assessment payment to PO Box 66451, Phoenix, AZ 85082-6451, the address listed on the payment coupon.

### **DROP OFF PAYMENT METHOD:**

Any payments dropped off at any Property Specialists facility or Association on-site office (if applicable) will be charged a \$25.00 processing fee.

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**NOTE: Assessment payments must be made payable to your Association, NOT Property Specialists, Inc. and should be mailed directly to PO Box 66451, Phoenix, AZ 85082-6451. If payments are sent to Property Specialists, Inc., a \$25.00 processing charge will be assessed to your account.**

**ALL RETURNED CHECKS ARE SUBJECT TO A \$30.00 FEE.**

If you have any questions regarding the payment options listed above, please contact us at

[www.psimanagement.net](http://www.psimanagement.net) or 847-806-6121.

Property Specialists, Inc., 2155 Point Boulevard, Suite 210, Elgin, IL 60123



# ACH PROGRAM AUTHORIZATION

Property Specialists, Inc. offers an ACH Program for our clients. This program utilizes electronic funds transfer (EFT) to provide you with a timely, accurate, and convenient method to pay for association fees. With Automatic Payment, you can eliminate the hassle of mail delays and late payments.

- ✓ Clients choosing the ACH Program ensure their payment has been received.
- ✓ Continue to make monthly payments by check until you are notified by email or postcard as to the starting date of your ACH.
- ✓ You are responsible for having enough funds in the account you selected on the payment date. You will be charged should your transfer be returned due to insufficient funds.

PLEASE FILL IN THE FOLLOWING INFORMATION REGARDING YOUR BANKING INFORMATION AND **RETURN TO PSI AT 2155 POINT BOULEVARD, SUITE 210, ELGIN, ILLINOIS 60123. YOU MUST SUBMIT AN UNSIGNED VOIDED CHECK WITH THIS FORM FOR VERIFICATION** FOR US TO SET UP THE ACH FROM YOUR ACCOUNT. PLEASE READ THE FOLLOWING AND SIGN BELOW. **\*Forms sent to the PO Box will be destroyed and not processed.\***

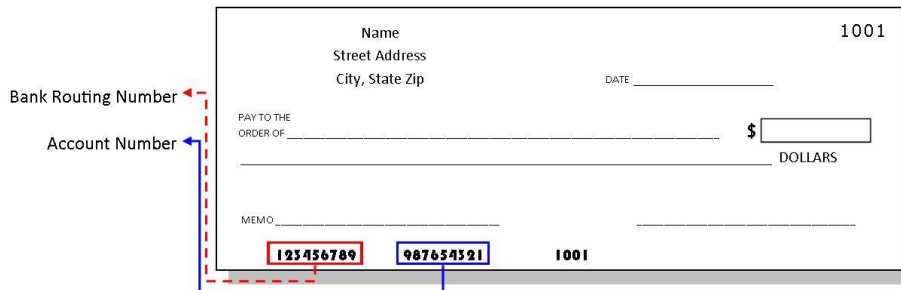
I (We) authorize Property Specialist, Inc. hereafter called "Company", to initiate debit entries to my (our) checking account indicated below and the institution named below, hereinafter called "Institution", to debit the same such account.

I (We) further authorize "Company" to initiate credits to my (our) account to correct errors, and "Institution" to initiate any such corrections to my (our) account. This authority is to remain in full force and effect until "Company" and "Institution" has received written notification from me (or either of us) of its termination in such time and in such manner as to afford "Company" and "Institution" a reasonable opportunity to act on it prior to depositing to the account.

HOMEOWNER (S) SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE PRINT INFORMATION BELOW:**

|   |   |
|---|---|
| <b>NAME:</b>  | <b>BANK NAME:</b>                                   |
| <b>UNIT ADDRESS</b>                                     | <b>BANK PHONE #:</b>                                |
| <b>EMAIL ADDRESS</b>                                    | <b>BANK ACCOUNT NUMBER:<br/>(SEE EXAMPLE BELOW)</b> |
| <b>DAYTIME PHONE #</b>                                  | <b>BANK ROUTING NUMBER:<br/>(SEE EXAMPLE BELOW)</b> |
| <b>HOMEOWNER ACCOUNT #:<br/>(SEE ASSESSMENT COUPON)</b> |   |



**Mail Completed Form and Voided Check to:** Property Specialists, Inc., 2155 Point Boulevard, Suite 210, Elgin, IL 60123